



**AGENDA**  
**CITY COUNCIL MEETING**  
**APRIL 5, 2016 @ 6:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, April 5, 2016 at 6:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

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

**EXECUTIVE SESSION 6:00 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.
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.

**RECOGNITION**

PRESENTATION RECOGNIZING POLICE CHIEF BILL RUSHING FOR HIS SERVICE WITH THE CITY OF PARKER. [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 MARCH 15, 2016. [SCOTT GREY]

## INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON HISTORICAL PLAQUE FROM COLLIN COUNTY HISTORICAL SOCIETY (PARKER COTTON GIN). [DONNA JENKINS]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ENGINEERING CONTRACT RESOLUTION NO. 2016-504. [SHEPHERD]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON IMPACT FEE CONTRACT RESOLUTION NO. 2016-506. [SHEPHERD]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON APPOINTING THE ADVISORY COMMITTEE IMPACT FEE COMMITTEE RESOLUTION NO. 2016-507. [SHEPHERD]
9. DISCUSSION ON CITY/SCHOOL ELECTIONS – EARLY VOTING, MAY 3, 7AM-7PM AND PRIMARY RUNOFF ELECTIONS – EARLY VOTING, MAY 17, 7AM-7PM. [FLANIGAN]

## ROUTINE ITEMS

10. FUTURE AGENDA ITEMS

11. 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 April 1, 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.



# Council Agenda Item

Item 4  
C Sec Use Only

Budget Account Code:	Meeting Date: April 5, 2016
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: March 30, 2016
Exhibits:	1. Proposed Minutes

## AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MARCH 15, 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:	4/1/2016
City Attorney:		Date:	
City Administrator:		Date:	4-1-16

## MINUTES

### CITY COUNCIL MEETING

MARCH 15, 2016

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

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

Mayor Marshall called the meeting to order at 5:30 p.m. Council members 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, and Police Officer Greg Wells

#### **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.

Mayor Marshall recessed the regular meeting at 5:32 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 7:04 p.m.

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

Mayor Marshall stated City Council received an email from Police Chief Bill Rushing, announcing his retirement April 8, 2016. The City Staff and Council searched for an outside consultant to assist with that vacancy.

MOTION: Mayor Pro Tem Levine moved to retain the services of Todd Renshaw with Southwest Leadership Resources, LLC to assist with the search for a new Police

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

## **PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Louis Zettler led the pledge.

TEXAS PLEDGE: Annette Stone led the pledge.

## **PROCLAMATION**

Mayor Marshall presented a proclamation, recognizing Valeri Viktorovich Liukin, a Parker, Texas, resident, Olympic Gold Medalist and 2016 USA Gymnastics Hall of Fame recipient. Mr. Liukin accepted the proclamation and thanked everyone.

## **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.

Louis Zettler, 4202 Donna Lane, spoke in regard to his concerns with speeding drivers along Donna Lane. Mr. Zettler said he was a long time resident of Parker and with the Donihoo Farms Phase One Development came a great deal of traffic from various construction equipment, delivery trucks, and tradesmen, travelling back and forth down Donna Lane. He had concerns for his safety, as well as his neighbors, and the deterioration of the Donna Lane. Mr. Zettler suggested a three-way stop sign at Donna and Windmill Creek. Mayor Marshall asked City Administrator Flanigan to follow up with Mr. Zettler about the matter. (See Exhibit1.)

## **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.

Councilmember Stone requested a color change to the Building Permit and Police Department Monthly Report graphs, noting the color blue used for years 2012-2013 and 2015-2016 were very similar. He suggested possibly using the color purple. Councilmember Pettle asked that the number of cases pending and number of outstanding warrants be added to the Court Monthly Report.

Mayor Marshall suggested removing item #5, Department Reports, from the consent agenda for further discussion. The item could be reviewed under individual consideration items.

## **4. APPROVAL OF MEETING MINUTES FOR FEBRUARY 29, 2016. [SCOTT GREY]**

MOTION: Councilmember Standridge moved to approve the February 29, 2016, special meeting minutes as presented. Councilmember Pettle seconded. Mayor Marshall complimented City Secretary Scott Grey on the preparation of meeting minutes. Mayor Pro Tem Levine agreed. Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

## INDIVIDUAL CONSIDERATION ITEMS

### 5. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, POLICE AND WEBSITE

Mayor Marshall asked Councilmember Stone to briefly restate his department report concerns. Councilmember Stone said the color used for the Building Permit and Police Department bar graphs was a similar blue, which made it difficult to read. He recommended using purple. City Administrator Flanigan said he would follow up with City Staff and coordinate the color better and/or make sure it was not a copier issue. Councilmember Stone also inquired about an area on the Police Department Monthly Report for each vehicle listed as "oil change", which seemed to remain zero (0) all the time. Finance/H.R. Manager Boyd said she could respond to that question and stated only repairs and maintenance exceeding \$500 would be added. She assured City Council oil changes were being done routinely and said that could be removed. Councilmember Pettle restated her comment as well. She said if the Municipal Court Monthly Report could include the number of cases pending and number of warrants outstanding that would be helpful.

MOTION: Councilmember Stone moved to accept the monthly reports as presented with modifications for future reports. Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

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

City Administrator Flanigan stated City Attorney gave a report on Impact Fees in November and Municipal Engineer Birkhoff came to our last City Council meeting to discuss the engineering prospective and common sense approach to Impact Fees. At that meeting, City Council asked that he and Municipal Engineer Birkhoff get together and prepare an Impact Fee proposal with cost information for this City Council meeting. Mr. Birkhoff had two proposals, 2016 Water Impact Fee Analysis and 2016 Roadway Impact Fee Analysis, in the City Council packet for consideration at a cost of \$20,000 each. Mr. Flanigan stated this was a 6-8 week process, which the City Attorney would elaborate on further. The information was made available for City Council to review and decide whether to move forward, or not. The agreement may need to be tweaked or modified, if City Council decided to move forward.

City Attorney Shepherd said the contracts in City Council packets were replaced with new contracts, received from Mr. Birkhoff this afternoon. The major question was which Impact Fee the City Council would like to move forward with, if any. Mayor Marshall said he asked Mr. Flanigan and Mr. Shepherd to prepare a timeline for City Council. City Attorney Shepherd provided City Council a handout, *Timeline and Tasks for Impact Fees Adoption* and then reviewed it. (See Exhibit 2.)

Mayor Marshall said this was a topic City Council has now discussed three (3) or four (4) times. He asked if this was something City Council was interested in pursuing,

one impact fee analysis or another, both, or not at all. Impact Fees were new for City Council.

Councilmember Pettle asked where the money would come from, if City Council decided to move forward. Mayor Marshall said it would probably come from the Council Contingency Fund.

Councilmember Stone spoke about current concerns, capital improvement projects, maintenance, and stormwater/drainage issues. He said he was not excited about impact fees. Councilmember Standridge said he was not overly excited about extra taxes or fees, but we needed something to counteract or impact our water needs and costs, as Water Rate Review Committee recommended. It may be a starting place. Councilmember Standridge continued by saying he did not want to put the burden on developers, because we want to continue our growth. Councilmember Taylor stated impact fees could only be used for new development; it would not help with existing issues. City Attorney Shepherd counseled them on the fact that impact fees had strict guidelines on use. Pro Tem Levine said if he had to pick one impact fee he would have to go with the Water Impact Fee Analysis. Later, there might be a debate, drainage versus roads. An Impact Fee would be a cheaper dollar than a bond. Water Infrastructure needs for the future were significant, so he thought City Council should move forward posthaste with the 2016 Water Impact Fees Analysis. City Attorney Shepherd said the City had more in place, with the Master Water Improvement Plan, to move more quickly on the Water Impact Fee.

MOTION: Councilmember Taylor moved to retain Birkhoff, Hendricks, and Carter, LLP to complete a 2016 Water Impact Fee Analysis for the City of Parker, for an amount not to exceed \$20,000. Councilmember Standridge seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

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

MOTION: Councilmember Pettle moved to table the engineering contract and resolution, pending further legal review and possible revisions. 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 Fee Committee and Allen Heights bids. He said the next regularly scheduled meeting would be Tuesday, April 5, 2016.

### 9. ADJOURN

Mayor Marshall adjourned the meeting at 7:46 p.m.

APPROVED:

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Mayor Z Marshall

ATTESTED:

Approved on the 5th day  
of April, 2016.

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Patti Scott Grey, City Secretary

PROPOSED

**From:** Lou Zettler  
**Sent:** Wednesday, March 16, 2016 10:10 AM  
**To:**  
**Cc:**  
**Subject:** Donihoo Farms - Construction & Speeding Drivers on Donna Lane

Hello Mayor & council members,

I am asking for guidance & assistance with a problem, that places Parker residents at risk!

Donna Lane is a very very popular residential road, neighbors walk thier dogs, joggers run in the AM & PM, children riding bicycles, truly a reflection of Parker Texas Values.

However Speeding drivers race up & down Donna Lane, ruining the tranquility of our community and threatening the safety of anyone on foot. Until now, the problem has been limited to some extent, however as of yesterday

The construction of Donihoo Farms (Phase One) has begun, first the giant earth moving equitment was trucked in, next the operators, next the gravel trucks, next the concrete trucks, next the material supply trucks, next the carpenters, plumbers etc, etc.

Donihoo Farms Phase One is 74 houses, let's multiplie 74 times each & every delivery, tradesman, real estate agent, prospective buyer... Your Parker residents that live on Donna Lane will witness thousands of drivers exceeding the 30 MPH speed limit.

Many drivers lack awareness of the deadly impact that driving five or ten mph over the limit can have on the people outside their vehicles. Neighborhood speeders do more than ruin the peace; they threaten our safety.

Remember, a little more speed, makes a big difference in pedestrian crashes. Hit at 30 mph, a person has around an 80% chance of living. Hit at 40 mph, a pedestrian has an 85% chance of dying

Why is Donna Lane the Exclusive construction road, to be used & abused by the Developer of Donihoo Farms? This is a residential road, not a 2 or 4 lane concete feeder road that was built to withstand the 100,000 pound loads of a earth mover on a trailer. - Who's gonna pay to repair Donna Lane?

Why is Donna Lane is the Exclusive road, *can we not require the Developer to build relief roads?*

What can we do?

Installing a 3 Way Stop sign on Donna Lane & Windmill Creek will have the greatest impact.

## The Nuts and Bolts of IMPACT FEES

### A. Origin of Impact Fees

The authority of local governments to adopt impact fees originated in 1987. During the 70th Legislature, Regular Session, the Legislature adopted S.B. 336, which was included in Vernon's Texas Civil Statutes as Article 1269j-4.11. These provisions were later codified as Chapter 395, Texas Local Government Code, and have been amended numerous times since then. Prior to the adoption of these statutory provisions, similar exactions whereby municipalities attempted to "make growth pay for itself" were imposed under the names of "capital recovery fees," "community impact fees," or "escrow fees." However, with the adoption of S.B. 336, governmental entities may only enact and impose impact fees in accordance with these statutory provisions. Also, § 395.074 provides that any impact fee in place on June 20, 1987, must be replaced by an impact fee adopted under Chapter 395, and such replacement had to be accomplished on or before June 20, 1990.

### B. Geographic Application of Fees

Covered political subdivisions may impose impact fees on land within their corporate boundaries or extraterritorial jurisdiction ("ETJ") by complying with the chapter, but fees may not be imposed in the ETJ for roadway facilities. (Tex. Local Gov't Code § 395.011(b) (West 2005). However, a city may contract to provide capital improvements, except roadway facilities, to an area outside its city limits and ETJ, and may charge an impact fee under the contract, but if an impact fee is charged in that area the city must comply with Chapter 395. ( Tex. Local Gov't Code § 395.011(c) (West 2005).

#### 1. Use of Impact Fees

The guiding principle of impact fees is that growth should pay for itself. Rather than burdening existing citizens and taxpayers with the cost of infrastructure needed to serve new development, the developers will pay for a share of that cost.

Impact fees can only be used for purposes specified in Chapter 395. These purposes are capital improvement costs "necessitated by and attributable to" new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Tex. Local Gov't Code §395.001(4) (West 2005). The defined terms in Chapter 395 are very important, and must be closely examined in order to determine the validity of the proposed use of the impact fee funds.

Impact fees by any other names may still be impact fees, and are still covered by Chapter 395. *Black v. City of Killeen*, 78 S.W.3d 686, 697-698 (Tex. App.-Austin, 2002, review denied). However, a fee assessed by local ordinance is not an impact fee merely because it is greater than the actual cost associated with the service for which it is assessed. And, unless the revenues generated from the city's water and sewer tap fees are actually used for capital improvements, they also are not impact fees. *Id.*

"Amortized charges", "lump-sum charges", "capital recovery fees", "contributions in aid of construction", and any other fee that functions like an impact fee is considered to be an impact fee. Tex. Local Gov't Code § 395.001(4) (West 2005).

However, "impact fee" does not include:

- (i) dedication of land for public parks or payment in lieu of the dedication to serve park needs;
- (ii) dedication of right-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;
- (iii) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or
- (iv) other pro rata fees for reimbursement of water or sewer main or lines extended by the political subdivision.

Specific items are payable by revenues obtained from the impact fee. The costs of constructing capital improvements or facility expansions are, of course, eligible to be paid from the impact fee. These costs include, and are limited to, the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision. Tex. Local Gov't Code § 395.012(a) (West 2005).

Projected interest charges and other finance costs may also be included in determining the amount of impact fees only if the impact fees are actually used to pay the principal and interest on bonds, notes, or other obligations of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan. Tex. Local Gov't Code § 395.012(b) (West 2005). A specific exemption to the requirement that the engineer must not be employed by the political subdivision is provided for the Edwards Underground Water District or a river authority that is authorized by state law to charge fees that function as impact fees. Tex. Local Gov't Code § 395.012(c) (West 2005).

### **C. Prohibited Uses of Impact Fees**

As a general rule, the key words to keep in mind when determining whether a proposed use of impact fees is allowed are: "capital improvements," "new," and "capital improvements plan." Chapter 395 specifically identifies prohibited uses of impact fee revenues:

- (i) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansion identified in the capital improvements plan;
- (ii) repair, operation, or maintenance of existing or new capital improvements or facility expansions;
- (iii) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- (iv) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- (v) administrative and operating costs of the political subdivision (except for the Edwards Underground Water District or a river authority that is authorized to charge fees that function as impact fees); and
- (vi) principal payments, interest, or other finance charges on bonds or other indebtedness (except as provided in § 395.012).

## **TIMELINE AND TASKS FOR IMPACT FEE ADOPTION**

THE TASKS BELOW ARE TAKEN FROM THE “NUTS AND BOLTS” PAPER PREPARED IN NOVEMBER OF 2015. THE ESTIMATED TIMES FOR EACH TASK ARE HEAVILY DEPENDENT ON MEETING SCHEDULES, AND THE EXTENT OF EXISTING REQUIRED INFORMATION FOR THE LAND USE ASSUMPTIONS. AS THERE IS NOT AS YET A STARTING DATE, THE TIME PERIODS BELOW ARE ESTIMATES OF WEEKS OR MEETINGS NECESSARY TO ACHIEVE EACH STEP. THE ATTACHED COPY OF THE NUTS AND BOLTS PAPER HAS THE TIMELINES BELOW PASTED INTO IT, STARTING ON THE TASKS ON PAGE 3. THE IMPLEMENTATION PROCESS.

ASSUMPTIONS MADE ARE:

1. **P&Z WOULD BE APPOINTED AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE (THE “COMMITTEE”), THAT IT WOULD MEET NO LESS THAN TWICE A MONTH.**
2. **STAFF AND THE CITY ENGINEER CAN PROVIDE EXISTING REQUIRED INFORMATION TO THE COMMITTEE QUICKLY, AND REQUIRED INFORMATION NOT CURRENTLY AVAILABLE CAN BE DEVELOPED IN A REASONABLE PERIOD OF TIME TO ALLOW THE LAND USE ASSUMPTIONS TO BE COMPLETED. FOR EXAMPLE, DO WE KNOW HOW MANY ACRES IN THE ETJ ARE UNDEVELOPED, AND WHAT THE LIKELY DEVELOPMENT IS?**
3. **THE PROCESS WILL BE SIGNIFICANTLY CHANGED IN TIME ALLOCATIONS IF THE GOAL IS ONLY ONE TYPE OF IMPACT FEE (SUCH AS ROADS), AS OPPOSED TO THE GREATER DEMANDS OF A COMPREHENSIVE IMPACT FEE FOR ROADS, WATER, STORM WATER, ETC.**

THE TIMELINE ESTIMATES ARE SHOWN BELOW AS WEEKS ESTIMATED FOR A SINGLE PURPOSE IMPACT FEE, SUCH AS ROADS. AND THE AGGREGATE TOTAL OF EACH STEP, ALL IN **BLUE INK**. THESE ARE VERY PRELIMINARY ESTIMATES, TO BE REVISED WHEN COUNCIL DECIDES ON WHAT TYPE OF FEES ARE TO BE DEFINED, AND THE CITY ENGINEER GIVES US AN ESTIMATE FOR THEIR WORK ON THE CAPITAL IMPROVEMENTS PLAN.

### **D. Implementation Process**

The procedural requirements for adopting an impact fee are detailed, and need to be followed to the letter.

#### **1. Approval by Municipality**

The process to be used by a municipality is set out in Subchapter C of Chapter 395. In most cases, a city will hire a consultant to help in the process because of the very technical aspects of the information required to be obtained and developed.

The two most important documents upon which the impact fee must be based are the land use assumptions and the capital improvements plan. These form the basis for the impact fee ordinance. A political subdivision may not place a moratorium on new development for the purpose of awaiting the completion of all or any part of the process of developing, adopting, or updating the land use assumptions, the capital improvements plan, or the impact fee. Tex. Local Gov't Code § 395.076 (West 2005). However, moratoria for non-impact fee matters are permissible, such as moratorium on zoning ordinance is being amended.

*a. Capital Improvements Advisory Committee*

**CITY COUNCIL- APPOINT COMMITTEE-INCLUDING ETJ REP—TWO WEEKS—TWO WEEKS**

The city must first appoint a capital improvements advisory committee that must have at least five members. Tex. Local Gov't Code § 395.058 (West 2005). Many cities use their Planning and Zoning Commission as the committee, but if the service area includes all or part of the city's ETJ, at least one member of the advisory committee must represent that area. One member of the committee must be a representative of the real estate, development, or building industry. *Id.*

The role of the advisory committee is to advise and assist in the preparation of the land use assumptions that will, in turn, be used in the preparation of the capital improvements plan. The production of semi-annual reports and updates to the impact fee program are the responsibility of the advisory committee.

*b. Land Use Assumptions*

**ONE MEETING EVERY TWO WEEKS OF THE COMMITTEE ON EACH OF THE FOUR STEPS OF (i) thru (iv). MORE TIME WILL BE REQUIRED IF THERE IS A COMPREHENSIVE IMPACT FEE DESIRED. IF NOT, THEN A MINIMUM OF 10 WEEKS, (AGGREGATE OF 12 WEEKS)**

The advisory committee will help determine the scope of the impact fee ordinance, and must be guided by the statutory provisions identifying acceptable and prohibited expenditures of impact fee revenues.<sup>10</sup> The committee then prepares the land use assumptions and the capital improvements plan.

The land use assumptions are a "description of the service area and projections of changes in land uses, densities, and population in the service area over at least a 10-year period." Tex. Local Gov't Code § 395.001(5) (West 2005).

The types of analyses undertaken may include the following:

- (i) analysis of existing conditions – population, density, zoning classifications, and other land use analyses;
- (ii) determination of service area – for water and wastewater facilities, this is usually the entire city and its ETJ; for roadway facilities, the service area is limited to city limits, not exceeding six miles; for stormwater, drainage, and flood control facilities, the area is limited to all or part of the land within the city limits or its ETJ actually served by these facilities;
- (iii) projection of 10-year growth patterns – involves a review of land use data, zoning classifications, density calculations, projected growth, population trends, employment projects, and the like;

- (iv) "build-out" growth projections – based on the holding capacity of the land area of the city, anticipated land use types, densities, and ultimate populations.

Once the land use assumptions are developed, the city must hold a public hearing, taking care to follow the statutory notice and publication requirements. (The city may consolidate this public hearing with the hearing required prior to adoption of the capital improvements plan.) Tex. Local Gov't Code §§ 395.042, 395.043, 395.044 (West 2005).

*c. Capital Improvements Plan*

*THIS PORTION OF THE PLAN IS DEPENDENT ON THE CITY ENGINEER'S SCHEDULE, AS THIS IS THE PORTION THE LAW REQUIRES THE ENGINEER TO CREATE. WHAT KIND OF IMPACT FEE IS DESIRED, AND HOW WELL THE LAND USE ASSUMPTIONS ARE LAID OUT BY THE COMMITTEE WOULD ALSO AFFECT THE TIMELINE. I WILL BE TALKING TO JOHN MONDAY THE 13<sup>TH</sup>, AND WILL SEE WHAT HE THINKS ON TIME FOR THIS PART OF THE PROJECT. IT WOULD HELP HIM TO KNOW IF THIS WILL JUST BE ROADS, OR WATER, OR DRAINAGE, OR EVERYTHING. THREE MONTHS, PLUS ANOTHER MONTH FOR COUNCIL REVIEW, TWO MORE WEEKS FOR THE REQUIRED PUBLIC HEARING.. (EARLY ESTIMATE-18 WEEKS, AGGREGATE 30 WEEKS).*

The capital improvements plan ("CIP") must be prepared as directed by the statute, as follows:

- (i) it must be prepared by a qualified professional engineer;
- (ii) it must describe existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards;
- (iii) it must analyze the total capacity and current levels of usage and commitments for usage of capacity of the existing capital improvements;
- (iv) it must describe the capital improvements or facility expansions and their costs necessitated by and attributable to the new development based on approved land use assumptions;
- (v) it must contain a table establishing the specific level or quantity of use by service unit for each category of improvements, and must show the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;
- (vi) it must show the total number of projected service units necessitated by and attributable to the new development;
- (vii) it must identify the projected demand for capital improvements required by the new service units projected over not longer than 10 years, and
- (viii) it must include a plan for awarding credits for ad valorem taxes and utility service revenues generated by the new service units that is used for the payment of improvements included in the CIP, or a credit equal to 50% of the total projected cost of implementing the CIP.

A public hearing must be held prior to adopting the CIP; again, specific notice and hearing requirements must be adhered to. Tex. Local Gov't Code § 395.049 (West 2005).

*d. Impact Fee Ordinance*

*DEVELOPING THE ORDINANCE CAN OCCUR DURING EACH STAGE OF THE PROCESS. ALLOW 30 DAYS AFTER THE PUBLIC HEARING ON THE LAND USE ASSUMPTIONS AND THE CAPITAL IMPROVEMENTS PLAN. (FOUR WEEKS, AGGREGATE 34 WEEKS)*

The city must adopt an impact fee ordinance within 30 days of the hearing on the CIP, and the ordinance cannot be adopted as an emergency measure. Tex. Local Gov't Code § 395.051 (West 2005).

The ordinance should include provisions for the administration of the impact fees, the time of assessment of the fees, the time of collection of the fees, for offsets and credits of impact fees, a schedule of maximum fees and actual fees to be collected, an accounting system for funds collected, and refund provisions.

Impact fees are calculated by dividing the total cost of facilities required to serve new development by the total number of new service units expected.

The maximum amount of the fee per service unit may not exceed the amount determined by:

(i) subtracting the amount determined in the plan for awarding credits for ad valorem taxes and utility service revenues generated by the new service units that is used for the payment of improvements included in the CIP, or a credit equal to 50% of the total projected cost of implementing the CIP, from (ii) the capital improvements or facility expansions and their costs necessitated by and attributable to the new development based on approved land use assumptions, and (iii) dividing that amount by the total number of projected service units. Tex. Local Gov't Code § 395.015 (West 2005)

*e. Fee Assessment and Collection*

“Fee assessment” means a determination of the amount of the impact fee in effect on the relevant date, and is the maximum amount that can be charged per service unit of the development. The city does not need to take any action to “assess” the fee. Tex. Local Gov't Code § 395.016(f) (West 2005). The time at which the fees may be assessed depends on when the fees were adopted and the land is platted. For fees adopted after June 20, 1987, and for land platted after that date, the fee may be assessed before or at the time of recordation of the subdivision plat or other plat under Local Government Code Chapter 212. Tex. Local Gov't Code § 395.016(d) (West 2005). If new development is to occur without platting, the city may assess the fee at any time during the development and building process. Tex. Local Gov't Code § 395.016(e) (West 2005).

After the fee is assessed, it cannot be increased against a tract for any reason, unless the number of service units increases. Tex. Local Gov't Code § 395.017 (West 2005).

Political subdivisions and other governmental entities may pay impact fees. Tex. Local Gov't Code § 395.022(a) (West Supp. 2013). A school district is not required to pay an impact fee under Chapter 395 unless its board of trustees enters into an agreement to pay the fees, under terms the board of trustees considers advisable. Tex. Local Gov't Code § 395.022(b) (West Supp. 2013).

The impact fee may be collected at different times. If the city has water and wastewater capacity available, the fees are to be collected at the time of issuance of a building permit. Also, if such capacity is available and the platted land is outside the city limits, the city may shall collect the fee at the time application is made for an individual meter connection to the city's system. For political subdivisions that do not issue building permits in the area where the fee applies, the fee shall be collected at the time an application is filed for an individual meter connection. Tex. Local Gov't Code § 395.016(d) (West 2005). If development is to occur without platting, the fee may be collected at either the time of connection to the system or at the time the political subdivision issues a building permit or certificate of occupancy. Tex. Local Gov't Code § 395.016(e) (West 2005).

A political subdivision and the owner of land that has a recorded plat may enter into an agreement providing for the time and method of payment of the impact fees. Tex. Local Gov't Code § 395.018 (West 2005).

*f. Post-Adoption Requirements*

The advisory committee is required to file semi- annual reports with respect to the progress of the CIP and any perceived inequities in implementing the plan or imposing the fee. Tex. Local Gov't Code § 395.058(c)(4) (West 2005). In addition, the advisory committee is to advise the political subdivision of the need to update or revise the land use assumptions, CIP, and impact fee. Tex. Local Gov't Code § 395.058(c)(5) (West 2005).

The governing body is under a continuing duty to update the land use assumptions and CIP at least every five years, beginning on the date that the CIP is adopted. Tex. Local Gov't Code § 395.052 (West 2005). Public hearings on the updated assumption and CIP are required. Tex. Local Gov't Code § 395.054 (West 2005). If the governing body determines after the public hearing that no changes are needed, it must give notice of that determination. If any person files a written request that the land use assumptions, CIP, or impact fee be updated, the governing body must perform the update.

g. *Refunds and Exemptions*

Refunds of paid impact fees are required in certain instances. If existing facilities are available and service is denied, or if the political subdivision has failed to commence construction within two years, or if service is not available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed (not to exceed five years), the property owner may request a the political subdivision is required to provide the refund. Tex. Local Gov't Code § 395.025(a) (West 2005).

Funds collected but not spent within 10 years after payment must be refunded. Tex. Local Gov't Code § 395.025(c) (West 2005). All refunds must bear interest from date of collection to date of refund at the statutory rate, and shall be made to the record owner of the property at the time the refund is paid. Tex. Local Gov't Code § 395.025(d) and (e) (West 2005).

Fees may be waived or reduced for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. However, if the affordable housing is not constructed, the political subdivision may reverse its decision to waive or reduce the fee, and may assess the fee at any time during the development approval or building process, or even after the process. Tex. Local Gov't Code §395.016(g) (West 2005).

## **TIMELINE AND TASKS FOR IMPACT FEE ADOPTION**

THE TASKS BELOW ARE TAKEN FROM THE “NUTS AND BOLTS” PAPER PREPARED IN NOVEMBER OF 2015. THE ESTIMATED TIMES FOR EACH TASK ARE HEAVILY DEPENDENT ON MEETING SCHEDULES, AND THE EXTENT OF EXISTING REQUIRED INFORMATION FOR THE LAND USE ASSUMPTIONS. AS THERE IS NOT AS YET A STARTING DATE, THE TIME PERIODS BELOW ARE ESTIMATES OF WEEKS OR MEETINGS NECESSARY TO ACHIEVE EACH STEP. THE ATTACHED COPY OF THE NUTS AND BOLTS PAPER HAS THE TIMELINES BELOW PASTED INTO IT, STARTING ON THE TASKS ON PAGE 3. THE IMPLEMENTATION PROCESS.

ASSUMPTIONS MADE ARE:

1. P&Z WOULD BE APPOINTED AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE (THE “COMMITTEE”), THAT IT WOULD MEET NO LESS THAN TWICE A MONTH.
2. STAFF AND THE CITY ENGINEER CAN PROVIDE EXISTING REQUIRED INFORMATION TO THE COMMITTEE QUICKLY, AND REQUIRED INFORMATION NOT CURRENTLY AVAILABLE CAN BE DEVELOPED IN A REASONABLE PERIOD OF TIME TO ALLOW THE LAND USE ASSUMPTIONS TO BE COMPLETED. FOR EXAMPLE, DO WE KNOW HOW MANY ACRES IN THE ETJ ARE UNDEVELOPED, AND WHAT THE LIKELY DEVELOPMENT IS?
3. THE PROCESS WILL BE SIGNIFICANTLY CHANGED IN TIME ALLOCATIONS IF THE GOAL IS ONLY ONE TYPE OF IMPACT FEE (SUCH AS ROADS), AS OPPOSED TO THE GREATER DEMANDS OF A COMPREHENSIVE IMPACT FEE FOR ROADS, WATER, STORM WATER, ETC.

THE TIMELINE ESTIMATES ARE SHOWN BELOW AS WEEKS ESTIMATED FOR A SINGLE PURPOSE IMPACT FEE, SUCH AS ROADS. AND THE AGGREGATE TOTAL OF EACH STEP, ALL IN **BLUE INK**. THESE ARE VERY PRELIMINARY ESTIMATES, TO BE REVISED WHEN COUNCIL DECIDES ON WHAT TYPE OF FEES ARE TO BE DEFINED, AND THE CITY ENGINEER GIVES US AN ESTIMATE FOR THEIR WORK ON THE CAPITAL IMPROVEMENTS PLAN.

### **IMPLEMENTATION TASKS AND TIMELINE DRAFT**

- a. *Capital Improvements Advisory Committee*  
**CITY COUNCIL- APPOINT COMMITTEE-INCLUDING ETJ REP—TWO WEEKS—TWO WEEKS**
- b. *Land Use Assumptions*  
**ONE MEETING EVERY TWO WEEKS OF THE COMMITTEE ON EACH OF THE FOUR**

*STEPS OF (i) thru (iv). MORE TIME WILL BE REQUIRED IF THERE IS A COMPREHENSIVE IMPACT FEE DESIRED. IF NOT, THEN A MINIMUM OF 10 WEEKS, (AGGREGATE OF 12 WEEKS)*

*c. Capital Improvements Plan*

*THIS PORTION OF THE PLAN IS DEPENDENT ON THE CITY ENGINEER'S SCHEDULE, AS THIS IS THE PORTION THE LAW REQUIRES THE ENGINEER TO CREATE. WHAT KIND OF IMPACT FEE IS DESIRED, AND HOW WELL THE LAND USE ASSUMPTIONS ARE LAID OUT BY THE COMMITTEE WOULD ALSO AFFECT THE TIMELINE. I WILL BE TALKING TO JOHN MONDAY THE 13<sup>TH</sup>, AND WILL SEE WHAT HE THINKS ON TIME FOR THIS PART OF THE PROJECT. IT WOULD HELP HIM TO KNOW IF THIS WILL JUST BE ROADS, OR WATER, OR DRAINAGE, OR EVERYTHING. THREE MONTHS, PLUS ANOTHER MONTH FOR COUNCIL REVIEW, TWO MORE WEEKS FOR THE REQUIRED PUBLIC HEARING..*

*(EARLY ESTIMATE-18 WEEKS, AGGREGATE 30 WEEKS).*

*d. Impact Fee Ordinance*

*DEVELOPING THE ORDINANCE CAN OCCUR DURING EACH STAGE OF THE PROCESS. ALLOW 30 DAYS AFTER THE PUBLIC HEARING ON THE LAND USE ASSUMPTIONS AND THE CAPITAL IMPROVEMENTS PLAN. (FOUR WEEKS, AGGREGATE 34 WEEKS)*

A good update to this timeline can be made with the following information:

- a. Council decision on a single impact fee (such as roads or water), or a comprehensive fee for roads, water, drainage, etc.
- b. Availability of existing information needed for the land use assumptions and capital improvements plan.
- c. Input from the city engineer regarding the time needed for him to complete his portion of this work, with the largest part being the capital improvements plan, and exhibits for the ordinance.



## Council Agenda Item

Item 5  
C Sec Use Only

Budget Account Code:	Meeting Date: April 5, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: March 30, 2016
Exhibits:	1. Collin County Historical Marker Application, with Parker Cotton Gin information and picture

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON HISTORICAL PLAQUE  
FROM COLLIN COUNTY HISTORICAL SOCIETY (PARKER COTTON GIN). [DONNA  
JENKINS]

### SUMMARY

Donna Jenkins, with the Collin County Historical Society, provided Council with an application for a historical marker; background information on the Parker Cotton Gin; and a current picture of the Parker Gin original foundation remains.

### POSSIBLE ACTION

Approve, Table, Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-1-16

## COLLIN COUNTY HISTORICAL MARKER APPLICATION

Address/location of site being nominated (Be specific:) Parker City Hall 5700 East Parker Road, Parker, Texas, 75002 ; locate marker by the remains of the old cotton gin

Applicant's Name: Donna Jenkins

Address, City, State, Zip: 3301 Stonehenge Drive, Richardson, Texas 75082

Telephone: 972-814-8928 E-Mail: donnajenkins1946@gmail.com

Do you have the property owner's permission to apply for Marker? Yes       

Property owner's signature       

## LANDMARK IDENTIFICATION

Historic Name of Site Parker Cotton Gin

Type of Site: Event  Commercial  Farm  Person  Residence  Other

Proposed location of Marker (preferably not in the right of way of a highway) Be Specific. 5700 East Parker Road; Parker, Texas 75002; locate near the remains of the old cotton gin

Do you have permission to locate marker on the property? Yes        Date       

Owner's signature to locate marker on property       

Property owner's telephone: 972-442-6811 email:       

Do you plan to apply for the state marker, national registry, or historic cemetery marker?        Yes  No (If yes, apply to the state marker, national registry, or historic cemetery marker prior to submitting County Marker Application.)

## **HISTORICAL SIGNIFICANCE**

Use additional sheets as needed. Incomplete applications will be returned.

1. Please share information about the site including citations and references for unique historical facts.

After the Civil War, William C. Parker, the namesake of Parker came back home and purchased a gristmill on Maxwell Creek from J.E. Cox which was operated by oxen and later a windmill. By 1880 he also owned a cotton gin located just south of Parker Road. It was operated by mule power and later by wood and coal powered steam engine. The partial foundation of the gin remains east of Parker City Hall today.

(Information on William C. Parker can be found on Ancestry.com, Find a Grave.com, the Collin County Marriage Index, Tennessee State Marriages, U.S., Civil War Soldier Records and Profiles, and the 1870 and 1880 Census.)

2. Please share information on what you have heard from neighbors, family, or former property owners about this property.

Fran Lewis, Parker resident, showed me the location of the old gin. Some of the foundation remains east of Parker City Hall.

3. Has this reference to this landmark ever been published, or mentioned in books, magazines, or newspapers. Explain and include a copy of the photo or article, if possible.

The Parker Gin was mentioned in Bev Zavitz's book, *Living in Murphy, Texas*.

4. Type the bibliography in this space.

Ancestry.com. 1870 United States Federal Census [database on-line]. Provo, UT, Ancestry.com Operations , Inc., 2009. Images reproduced by Family Search.

Ancestry.com. 1880 United States Federal Census [database on-line]. Provo, UT, Ancestry.com. Operations, Inc., 2009. Images reproduced by Family Search.

*Plano, Texas: The Early Years.* Wolfe City, Texas: Hennington Publishing Company, 1996.

Zavitz, Bev. *Living in Murphy, Texas.* Dallas: Jack Kenneth Publishing, 2004.

[www.parkertexas.us](http://www.parkertexas.us). Official Website.

I understand the present cost of the marker is approximately \$1,100.00. Once the application has been approved, then the marker can be ordered.

- I understand I will receive a copy of the marker showing how it will look once it is cast and I am responsible for checking the wording for errors.
- Corrections on the marker must be submitted to the marker chairman immediately before the marker is cast. Once it is cast, changes cannot be made.
- I also understand it is my responsibility to organize a dedication ceremony (within six months of the placement of the marker) and invite the Collin County Commissioners Court, CCHC, and local officials. The Marker Chairman can give you guidance about the ceremony.

Applicant Donna Jenkins Date: \_\_\_\_\_

Person responsible for dedication Ceremony: Donna Jenkins  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date submitted: \_\_\_\_\_

## Parker Cotton Gin

Settlement in Collin County grew substantially from 1840-1860, and although citizens were mostly farmers, the majority of farms were small and cotton harvest was of little significance. There was little incentive for farmers to plant cotton since there was a lack of transportation to take the crop to market. This changed with the coming of the railroad in the late 1880s.

Cotton gins were the major industry tied to the farming community in the county, and it was no different in Parker, Texas. William C. Parker, namesake of the community, was listed as farmer in the 1870 and 1880 census, but he was also a successful businessman who owned a gristmill and a cotton gin.

Wagons transported cotton to the gin where the wagon was weighed and cotton extracted from the wagon through a tube and then brought to a burr machine. Next, it was sent to separators that removed the seeds from the fiber. The seeds were either used for pressing oil or for planting. Cotton fibers were sent to be pressed into 500 pound bales. Empty wagons were again weighed to calculate the exact amount of ginned cotton. The gin owner charged the farmer for every 100 pound weight of cotton for his service. Cotton bales were moved to the train depot and transported to markets.

After World War II farmers began to move to cities to work and cotton production declined. The gin in Parker fell silent. Today all that remains of the Parker Gin is part of the original foundation.





## Council Agenda Item

Budget Account Code:	Meeting Date: April 5, 2016
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: March 30, 2016
Exhibits:	1. Proposed Resolution 2. Engineering Services Agreement

### 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. The proposed resolution and engineering services agreement were provided.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffay Hay</i>	Date:	4-1-16

**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 5<sup>th</sup> day of April, 2016.

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

---

Z Marshall, Mayor

ATTEST:

---

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

James E. Shepherd, City Attorney

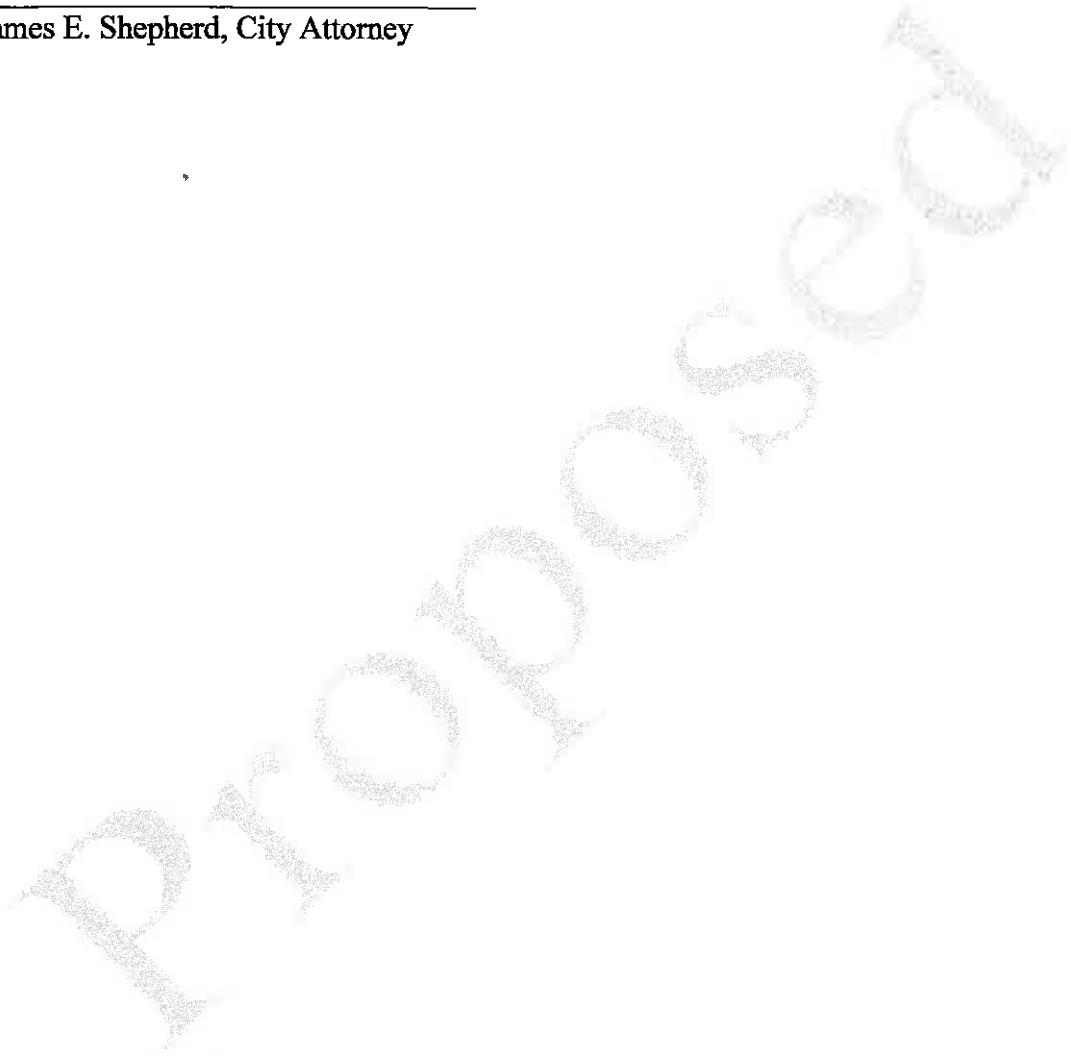


EXHIBIT A  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT



# 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 provide General Engineering Services; including plat reviews, subdivision plan review, infrastructure planning, negotiations with NTMWD, review of developers' agreements, review of subdivision regulations and other similar type tasks, and small design projects with construction values under \$300,000.00, hereinafter collectively referred to as the "Project";

**WHEREAS**, design projects with a construction value over \$300,000.00 will be under separate agreement; and

**WHEREAS**, the Engineer desires to render such General Engineering 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. Engineer Retained

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 conditions of this Agreement and to the Standard of Care practiced by Professional Engineers in North Central Texas.

### II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth in the preamble above, and as described in 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

## **VIII. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to the other. In the event of such termination, 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.

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

The City recognizes and agrees 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.

## **X. Construction**

On projects that include construction, the City 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 City or Building Officials. Construction contracts are between the City 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 negligence.

## **XI. Exclusions**

Services specifically excluded from this agreement include the following, unless specifically agreed to in writing for a specific project.

- A. Certification that work is in accordance with plans and specifications.
- B. Contractor's means and methods.
- C. Environmental cleanup.
- D. Environmental impact statements and assessments.
- E. Fees for permits.
- F. Fees for publically advertising the construction project.
- G. Fiduciary responsibility to the City.
- H. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- I. Phasing of Contractor's work.

- J. Quality control and testing services during construction.
- K. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- L. Title searches.
- M. Trench safety designs.

## **XII. 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.

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.

## **XIII. Complete Contract**

This Agreement, including the Exhibits "A" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding.

## **XIV. 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  
[jflanigan@parkertexas.us](mailto:jflanigan@parkertexas.us)

With Copy To: Mr. James E. Shepherd  
City Attorney  
1901 N. Central Expwy., Suite 200  
Richardson, Texas 75080  
Phone: (972) 234-3117  
[Jim@JShepherdlaw.com](mailto:Jim@JShepherdlaw.com)

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  
[jbirkhoff@bhclp.com](mailto:jbirkhoff@bhclp.com)

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

#### **XV. Texas Board of Professional Land Surveying Contact Information**

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

#### **XVI. Effective Date**

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

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**CITY OF PARKER, TEXAS**  
*A Texas General Law City*

By: \_\_\_\_\_  
Z Marshall  
Title: 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.  
Title: Managing Partner  
Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Patti Scott Grey, City Secretary

# EXHIBIT "A"

## 2016 FEE SCHEDULE

### GENERAL ENGINEERING SERVICES

		<b>2016 Fees</b>
<b><u>Staff:</u></b>		<b><u>Hourly Rate</u></b>
▪ Partner-in-Charge		\$255
▪ Project Manager	<i>(12 – 25-yrs. Experience)</i>	\$215
▪ Design Engineer	<i>(4 – 12-yrs. Experience)</i>	\$162
▪ Engineer-in-Training	<i>(0 – 4-yrs. Experience)</i>	\$100
▪ AutoCAD III	<i>(15 – 38-yrs. Experience)</i>	\$150
▪ AutoCAD II	<i>(5 - 15-yrs. Experience)</i>	\$122
▪ AutoCAD I	<i>(0 - 4-yrs. Experience)</i>	\$104
▪ Word Processor II	<i>(37-yrs. Experience)</i>	\$120
▪ Word Processor I	<i>(0 - 10-yrs. Experience)</i>	\$87
▪ Survey Crew		\$155
Outside Consultants		Invoice Cost x 1.15
<b><u>Copies:</u></b>		
▪ Copies (B&W)		\$0.20 /sheet
▪ LaserJet (B&W)		\$0.25 /sheet
▪ LaserJet (Color)		\$1.50 /sheet
▪ Laminating		\$2.00 /sheet
▪ Paper Plots		\$5.00 /sheet
▪ Mylar Plots		\$7.00 /sheet
Modeling Software		\$100.00 /week
▪ (Water, Sewer, HEC)		\$300.00 /month
Outside Services		Invoice Cost x 1.15



## Council Agenda Item

Item 7  
C Sec Use Only

Budget Account Code:		Meeting Date: April 5, 2016
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: City Attorney Shepherd
Estimated Cost:		Date Prepared: March 31, 2016
Exhibits:	<ol style="list-style-type: none"><li>1. Proposed Resolution will be provided at the 4/5 CC Meeting.</li><li>2. 2016 Water Impact Fee Analysis</li><li>3. Impact Fee Timeline Summary</li></ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON IMPACT FEE CONTRACT RESOLUTION NO. 2016-506. [SHEPHERD]

### 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; City Engineer Birkhoff was asked to prepare a presentation on Impact Fees for the February 29, 2016 City Council meeting; and City Administrator Flanigan and City Engineer Birkhoff were then asked to get together and prepare an Impact Fee proposal with cost information for the March 15, 2016 City Council meeting. City Council voted (5-0) to retain Birkhoff, Hendricks, and Carter, LLP to complete a 2016 Water Impact Fee Analysis for the City of Parker, for an amount not to exceed \$20,000.

The 2016 Water Impact Fee Analysis and Impact Fee Timeline Summary are attached for your review. The proposed resolution will be provided at the April 5<sup>th</sup> City Council meeting.

## POSSIBLE ACTION

Approve, Table, Deny

---

Inter-Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-1-16

# 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 prepare **2016 Water Impact Fee Analysis**, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering 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, and to the Standard of Care practiced by Professional Engineers in North Central Texas.

### 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 not 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.

### **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. 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.

### **VI. 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.

### **VII. 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.

## **VIII. 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.

## **IX. 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.

## **X. 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.

## **XI. 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.

## **XII. 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.

## **XIII. 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.

#### **XIV. Ownership of Documents**

Original report is the property of the Engineer; however, the Project is the property of the City. City shall be furnished with reproductions of the report.

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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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  
jflanigan@parkertexas.us

With Copy To: Mr. James E. Shepherd  
City Attorney  
1901 N. Central Expwy., Suite 200  
Richardson, Texas 75080  
Phone: (972) 234-3117  
Jim@JShepherdlaw.com

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

### **XVIII. 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 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: \_\_\_\_\_  
Patti Scott Grey, City Secretary

# 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 for all completed water projects from available City records.
2. Analysis based on a single service area map that is bounded by projected City Limit lines that includes Extra Territorial Jurisdiction (ETJ).
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 Report. 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 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 Payment Records made to Construction Contractors for Capital Improvement Projects completed in the past twenty years, that records are available.
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.

**IMPLEMENTATION  
TASKS AND TIMELINE DRAFT**

**APRIL 5, 2016--Capital Improvements Advisory Committee**  
**CITY COUNCIL- APPOINT COMMITTEE-INCLUDING ETJ REP—**

**APRIL 17, 28, MAY 12, 26, June 6**

**Land Use Assumptions-ADVISORY COMMITTEE**

**ONE MEETING EVERY TWO WEEKS OF THE COMMITTEE ON EACH OF  
THE FOUR STEPS OF (i) thru (iv)---below:**

**The types of analyses undertaken may include the following:**

- (i) analysis of existing conditions – population, density, zoning classifications, and other land use analyses;**
- (ii) determination of service area – for water facilities, this is usually the entire city and its ETJ;**
- (iii) projection of 10-year growth patterns – involves a review of land use data, zoning classifications, density calculations, projected growth, population trends, employment projects, and the like;**
- (iv) “build-out” growth projections – based on the holding capacity of the land area of the city, anticipated land use types, densities, and ultimate populations.**

**June 6, 2016---The committee provides land use assumptions to City engineer, so he may prepare the capital improvements plan.**

**June 6---August 6, 2016--Capital Improvements Plan—60 days**

**August 11, 2016--Public hearing on land use assumptions and capital improvements plan**

**August 16, 2016-- City council must approve, or disapprove, the land use assumptions and the capital improvements plans within 30 days of the public hearing. A resolution must also be passed to set a hearing on imposition of an impact fee.**

**August 17, 2016—Send and publish 30 day notice of public hearing on impact fee**

**September 6, 2016—Council review of draft of impact fee ordinance**

**September 14, 2016—Last day for Advisory Committee to file written comments on the impact fees proposed at the public hearing**

**September 20, 2016—Hearing on impact fee**

**October 4, 2016—Council vote on approval or denial of water impact fee**

#### **TIMELINE AND TASKS FOR IMPACT FEE ADOPTION**

THE TASKS ABOVE ARE TAKEN FROM THE “NUTS AND BOLTS” PAPER PREPARED IN NOVEMBER OF 2015. THE ESTIMATED TIMES FOR EACH TASK ARE HEAVILY DEPENDENT ON MEETING SCHEDULES, AND THE EXTENT OF EXISTING REQUIRED INFORMATION FOR THE LAND USE ASSUMPTIONS. THE TIME PERIODS BELOW ARE ESTIMATES OF WEEKS OR MEETINGS NECESSARY TO ACHIEVE EACH STEP. THE ATTACHED COPY OF THE NUTS AND BOLTS PAPER HAS THE IMPLEMENTATION PROCESS.

#### **ASSUMPTIONS MADE ARE:**

1. P&Z WOULD BE APPOINTED AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE (THE “COMMITTEE”), THAT IT WOULD MEET NO LESS THAN TWICE A MONTH.
2. STAFF AND THE CITY ENGINEER CAN PROVIDE EXISTING REQUIRED INFORMATION TO THE COMMITTEE QUICKLY, AND REQUIRED INFORMATION NOT CURRENTLY AVAILABLE CAN BE DEVELOPED IN A REASONABLE PERIOD OF TIME TO ALLOW THE LAND USE ASSUMPTIONS TO BE COMPLETED. FOR EXAMPLE, DO WE KNOW HOW MANY ACRES IN THE ETJ ARE UNDEVELOPED, AND WHAT THE LIKELY DEVELOPMENT IS?
3. THE TIMELINE ESTIMATES ARE SHOWN BELOW AS WEEKS ESTIMATED FOR A SINGLE PURPOSE IMPACT FEE, SUCH AS ROADS. AND THE AGGREGATE TOTAL OF EACH STEP, ALL IN BLUE INK. THESE ARE VERY PRELIMINARY ESTIMATES, TO BE REVISED WHEN COUNCIL DECIDES ON WHAT TYPE OF FEES ARE TO BE DEFINED, AND THE CITY ENGINEER GIVES US AN ESTIMATE FOR THEIR WORK ON THE CAPITAL IMPROVEMENTS PLAN.



## Council Agenda Item

Item 8  
C Sec Use Only

Budget Account Code:		Meeting Date: April 5, 2016
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: City Attorney Shepherd
Estimated Cost:		Date Prepared: March 31, 2016
Exhibits:	1. Proposed Resolution 2. Local Government Code §395.058 Advisory Committee	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON APPOINTING THE ADVISORY COMMITTEE IMPACT FEE COMMITTEE RESOLUTION NO. 2016-507. [SHEPHERD]

### 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; City Engineer Birkhoff was asked to prepare a presentation on Impact Fees for the February 29, 2016 City Council meeting; and City Administrator Flanigan and City Engineer Birkhoff were then asked to get together and prepare an Impact Fee proposal with cost information for the March 15, 2016 City Council meeting. City Council voted (5-0) to retain Birkhoff, Hendricks, and Carter, LLP to complete a 2016 Water Impact Fee Analysis for the City of Parker, for an amount not to exceed \$20,000. Now, an Impact Fee Committee is needed. The proposed resolution is attached for your review.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-1-16

**RESOLUTION NO. 2016-507**  
**(APPOINTING ADVISORY COMMITTEE FOR WATER IMPACT FEE)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPOINTING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE REGARDING THE DEVELOPMENT OF A WATER IMPACT FEE FOR THE CITY; DEFINING THE ROLE OF THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker has deliberated the attributes and conditions of imposing an impact fee for the municipal water system pursuant to the Texas Local Government Code Chapter 395; and

**WHEREAS**, the City Council desires to appoint a capital improvements advisory committee, (the "Advisory Committee") to review and recommend information required by Chapter 395, and

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

**SECTION 1. APPOINTMENTS:**

The members of the Advisory Committee are appointed as follows:

- a. The five members of the Planning and Zoning Commission.
- b. A representative of the real estate, building or development industry:  
\_\_\_\_\_
- c. A representative of the Parker Extraterritorial Jurisdiction:  
\_\_\_\_\_
- d. The chairman and the vice-chairman of the Advisory Committee are:  
\_\_\_\_\_ and \_\_\_\_\_, respectively.

## **SECTION 2. PURPOSES OF ADVISORY COMMITTEE**

The Advisory Committee serves in an advisory capacity to the City Council and is established to:

- a. advise and assist the political subdivision in adopting land use assumptions;
- b. review the capital improvements plan and file written comments;
- c. monitor and evaluate implementation of the capital improvements plan;
- d. file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- e. advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

## **SECTION 3. PROCEDURAL RULES**

The City Council adopts procedural rules for the Advisory Committee to follow in carrying out its duties as follows:

- a. The committee shall observe the same procedural rules as the Planning and Zoning Commission observes for its regular meetings.
- b. The committee agenda shall comply with the requirements of Chapter 395 on the subjects listed in Section 1. above.
- c. A quorum for a meeting is a majority of the appointed members. (Example-4 of 6 members constitute a quorum.)
- d. The City shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

**DULY RESOLVED** by the City Council of the City of Parker, Texas and effective on this the 5th day of April, 2016.

APPROVED:  
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.



## Council Agenda Item

Item 9  
C'Sec Use Only

Budget Account Code:		Meeting Date: April 5, 2016
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: City Administrator Flanigan
Estimated Cost:		Date Prepared: March 30, 2016
Exhibits:	1. Election and City Council meeting dates/times sheet	

### AGENDA SUBJECT

DISCUSSION ON CITY/SCHOOL ELECTIONS – EARLY VOTING, MAY 3, 7AM-7PM  
AND PRIMARY RUNOFF ELECTIONS – EARLY VOTING, MAY 17, 7AM-7PM.  
[FLANIGAN]

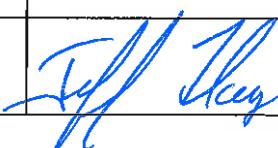
### SUMMARY

Please review the attached Election and City Council meeting dates/times.

\*Note: City Council Elections must be canvassed between May 10-18.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-1-16



### May 7, 2016 City/School Elections

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

### May 24, 2016 Primary Runoff Elections

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
May 15	May 16 Early Voting 7am to 7pm	May 17 Early Voting 7am to 7pm City Council Meeting	May 18 Early Voting 7am to 7pm		May 19 Early Voting 7am to 7pm
May 22	May 23	May 24 Election Day 7am to 7pm	May 25		May 26 P&Z Meeting

	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.
April	Allen Heights Bids	Flanigan	3/15 CC Meeting
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

CITY COUNCIL  
FUTURE AGENDA ITEMS

	<b>ITEM DESCRIPTION</b>	<b>CONTACT</b>	<b>Notes</b>
June 7, 2016	Canvass May Election	City Secretary	Annual
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		