

ORDINANCE NO. 888

(Extension of Temporary Moratorium on Acceptance of Development Applications)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY, REPEALER, ENFORCEMENT, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Parker, Texas (the “City Council”), as a duly elected legislative body, found that it was facing significant historic and contemporary land use challenges that existing regulations and infrastructure were not designed to address; and

WHEREAS, the City Council determined that it was in the best interest of the City and its citizens to enact and extend a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction on real property in the City Limits and extraterritorial jurisdiction (“ETJ”); and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 212, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally sustainable and environmentally responsible manner; and

WHEREAS, the City limits and ETJ are comprised of a combination of topographical, ecological, and other features that create significant development challenges; and

WHEREAS, as codified in Texas Water Code Chapter 552, Subchapter A, the Legislature of the State of Texas granted municipalities the authority to own and operate “utility systems,” which include water systems designed to provide domestic consumption of water; and

WHEREAS, Texas Water Code Section 552.015 grants Type A general-law municipalities the authority to provide for municipal water supply systems; and

WHEREAS, the City determined that it was necessary to the health, safety, and welfare of the people in the City limits and ETJ to encourage and promote the development and use of the City’s water utility and supply systems to serve the water provision needs of the citizens in the City limits and ETJ to prevent failure of water supply within the system; and

WHEREAS, the City has entered into an amendatory contract with the North Texas Municipal Water District providing for a supply of water to a second take point in the City of Parker; and

WHEREAS, City staff expects the connection for the second take point can be completed in approximately forty-five days once construction is started; and

WHEREAS, the water supply provided through the second take point should be sufficient for the City's needs for the foreseeable future; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City implemented the moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Texas Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, were published, and held in accordance with applicable statutes, law, and regulations and a temporary moratorium was originally adopted on March 11, 2022, for a period of 90 days; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on June 7, 2022, for an additional 90 days following the original term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on September 6, 2022, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on December 6, 2022, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on March 7, 2023, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on May 23, 2023, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for August 15, 2023, at the City Council and City Council approved an extension on August 15, 2023, for an additional 90 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 14, 2023, at the City Council and the City Council approved an extension on November 14, 2023, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for March 19, 2024, at the City Council and the City Council approved an extension on March 19, 2024, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for July 16, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 19, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

WHEREAS, based on the updated findings contained herein and information provided by City staff, the City Council has determined that the existing moratorium is no longer necessitated by the current circumstances.

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

Section 1. The recitals contained in the preamble of this ordinance are incorporated into the body of this Ordinance as if set out fully herein as legislative findings of fact.

Section 2. The City of Parker hereby ends the temporary moratorium enacted initially on March 11, 2022 and extended through March 26, 2025, on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities.

Section 3. In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance shall control.

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

Section 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This Ordinance shall be effective upon its approved execution.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS, THIS 21ST DAY OF JANUARY, 2025.**



ATTEST:

Patti Scott Grey, City Secretary

Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:

Catherine Clifton, Interim City Attorney

**FIRST AMENDMENT TO
NORTH TEXAS MUNICIPAL WATER DISTRICT

CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT**

THE STATE OF TEXAS §
 §
THE COUNTY OF COLLIN §

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT (the "First Amendment") made and entered into as of this the 19th day of December, 2024, by and between the North Texas Municipal Water District, hereinafter called "NTMWD," a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Parker, hereinafter called "Parker" or "Customer." NTMWD and Customer are each referred to herein as "party" and jointly referred to as "parties" in this Contract.

W I T N E S S E T H :

WHEREAS, NTMWD and Customer are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes), Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into that certain Potable Water Supply Amendatory Contract dated March 28, 2002, (the "Contract");

WHEREAS, Customer has requested a new point of delivery and an amendment to the Contract with NTMWD pursuant to Section 10 of the Contract;

WHEREAS, Customer's request impacts the availability of capacity in NTMWD's water transmission line beyond Customer's original point of delivery;

WHEREAS current NTMWD policy addresses that impact by requiring Customer to pay the replacement cost of the reduced capacity of the NTMWD water transmission line between the original and new points of delivery through application of a higher calculated annual minimum over six years ("Policy 8");

WHEREAS, NTMWD intends to commence a detailed review of Policy 8 to determine whether changes are appropriate so that implementation of Policy 8 to Customer's new delivery point will be postponed until such review is complete;

WHEREAS, water conservation measures have been updated since the time of the original Contract;

WHEREAS, Customer and NTMWD intend for this First Amendment and the Contract to be collectively be referred to as the Contract, as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD and Customer agree as hereinafter set forth, to wit:

Section 1. RECITALS, DEFINITIONS. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. Defined terms herein are those as defined in the recitals above and in the Contract.

Section 2. PURPOSE. All portions of the Contract not herein amended shall remain in full force and effect.

Section 3. SECTION 5 OF THE CONTRACT (POINT OF DELIVERY NO. 2). Section 5 of the Contract is hereby amended to revise the description of the Points of Delivery as follows:

“Section 5. POINT(S) OF DELIVERY. A description and the location of the Point(s) of Delivery for the Customer are as follows:

“Point of Delivery No. 1: is generally located on NTMWD Wylie-McKinney twenty-inch (20”) pipeline near the intersection of FM 2514 and FM 1378 and consists of an 8” meter and a 10” tap. The location of Point of Delivery No. 1 is shown on the attached Exhibit A1.

“Point of Delivery No. 2: is generally located on NTMWD eighty-four-inch (84”) Allen/Plano/Frisco/McKinney Pipeline near FM 2551 and Parker Road and shall consist of a 16” meter and a 16” tap. The location of Point of Delivery No. 2 is shown on the attached Exhibit A2.

“Exhibits A1 and A2 attached hereto identify the locations of the Point(s) of Delivery. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipelines through the air gap connection must meet standard specifications of NTMWD. In order to change the size of meters, or size of the tap, the Contract shall be amended as set forth in Section 10, Modification. Parker and NTMWD agree that the facilities currently constructed to connect to the two delivery points on the date of the approval of the First Amendment meet all NTMWD standards and specifications.”

Section 3. SECTION 8 OF THE CONTRACT (ANNUAL MINIMUM FOR POINT OF DELIVERY NO. 2). Section 8 of the Contract is hereby amended to add the following new subparagraph (d):

“(d) Subject to the provisions of Section 19 as set forth below, Customer agrees that Customer will take or pay for 228,224,000 gallons of water (a daily average of 625,271 gallons per day) for Point of Delivery No. 2 over the Annual Payment Period, regardless of whether said quantity is actually taken by Customer in accordance with the same provisions of the Contract as have been applicable to Point of Delivery No. 1. Such annual minimum amount may be prorated to reflect commencement of service during an initial Annual Payment Period of less than 12 months.

Section 4. SECTION 18 OF THE CONTRACT (WATER CONSERVATION). Section 18 of the Contract is hereby replaced to read as follows:

“Section 18. WATER CONSERVATION. Customer acknowledges that as a regional wholesale supplier, NTMWD is subject to regulatory and legal requirements regarding the promotion of water conservation and drought contingency planning for the System that allow it to make a water supply available to Customer. NTMWD’s water conservation and drought contingency program is developed in adherence with TCEQ public participation requirements and in consultation with other area regional providers to promote consistency throughout the North Texas region. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water

conservation and drought management as required by the Texas Water Code, the rules of the TCEQ and any ordinance or policy related to water conservation and/or drought management proposed by the Board of Directors of NTMWD consistent with the above-described regional planning effort. NTMWD's obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules as described in this Section. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan and may amend both from time to time. If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules.

Section 5. SECTION 19 OF THE CONTRACT (SPECIAL CONDITIONS-POLICY 8). Section 19 of the Contract is amended to add a new subparagraph (d) and (e) items (i)-(vi) as follows:

“(d) Notwithstanding the provisions of Section 8 above, Customer shall have no Annual Minimum requirement and will only pay for water used at Point of Delivery No. 2 for the period of time commencing on the Effective Date to the three-year anniversary of the Effective Date. NTMWD shall invoice Customer monthly for water used at Point of Delivery No. 2 during such three-year period.

(e) This subparagraph Section 19 (e) (i)-(vi) shall be effective for the Annual Payment Period commencing after the three-year anniversary of the Effective Date of the First Amendment. Customer acknowledges and agrees that its request for Point of Delivery No. 2 impacts the availability of capacity in NTMWD's water transmission main for which Customer should provide compensation to the System. To this end, NTMWD shall apply a six-year phase-in of an annual minimum for Point of Delivery No. 2 as stated in Section 8 above in accordance with NTMWD's standard policy for “Additional Delivery Points and Transmission Line Extensions,” (Policy 8) in return for NTMWD's commitment to provide this additional water service as follows:

- (i) The capital component of the Member City Rate is calculated for the current fiscal year and divided into the cost of replacement capacity in the pipeline associated with Point of Delivery No. 2 (\$6,070,000), to determine the annual six year minimum necessary to provide for the annual debt service cost for the project, as shown in (iii), below.
- (ii) For that fractional part of the fiscal year in which this subparagraph Section 19 (e) (i)-(vi) goes into effect, the amount of the minimum shall be determined as the fractional part of the fiscal year remaining is to the first year's annual minimum.

- (iii) Notwithstanding provisions in Section 8 to the contrary, the annual minimum amount for Point of Delivery No. 2 will be phased-in over the first six (6) years NTMWD delivers water to Point of Delivery No. 2 after the expiration of the three-year period described in (d). The schedule identified in Figure 1, below, shall be the actual six-year minimums applicable to each year:

Figure 1: Schedule of Six-Year Minimums

YEAR	GALLONS
First	57,061,000
Second	91,297,600
Third	125,534,200
Fourth	159,770,800
Fifth	194,007,400
Sixth	228,224,000

- (iv) After the sixth year minimum has been reached, the minimum for Point of Delivery No. 2 shall be increased in accordance with the then policy of the Board for all minimums.
- (v) Should NTMWD amend Policy 8 during the three-year period from the Effective Date of the First Amendment prior to its application to Customer in a manner that results in lower charges to Customer, NTMWD shall apply the amended Policy 8 to Customer's Point of Delivery No. 2 in lieu of the provisions of this subparagraph (e).
- (vi) Customer agrees to pay the same rate as described in Section 8 each year for all water purchased through Point of Delivery No. 2 until the sixth year annual minimum is achieved without the benefit of excess water sales, through the new delivery point, until the consumption at the new delivery point is in excess of the sixth year minimum. The minimum for each year during the six-year period shall be in accordance with the schedule provided above, except that in any year that the Customer exceeds the next projected year's minimum, the higher of the two shall be the new minimum. Customer agrees that the purpose of the annual minimum for Point of Delivery No. 2 is to provide consideration for the reduced capacity in NTMWD's existing pipeline caused by Customer's new delivery point and provide the additional water service requested by Customer.

Section 4. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this First Amendment or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

(Signatures on following pages.)

CITY OF PARKER

By: Lee Pettie
Lee Pettie, Mayor

12/4/2024
Date

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 4th day of December, 2024, by Lee Pettie, Mayor, City of Parker, Texas.

Patricia A. Skinner

Notary Public, State of Texas


Printed Name of Notary:

Patricia A. Skinner

My Commission Expires: 8/4/25




NORTH TEXAS MUNICIPAL WATER DISTRICT

By: 
George Crump, President

12/19/24
Date

ATTEST:

By: 
Donald Imrie, Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 19th day of December, 2024, by George Crump, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.


Notary Public, State of Texas

Printed Name of Notary:

Leann Bumpus

My Commission Expires: 5/18/28

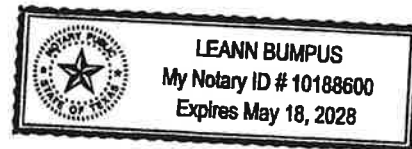
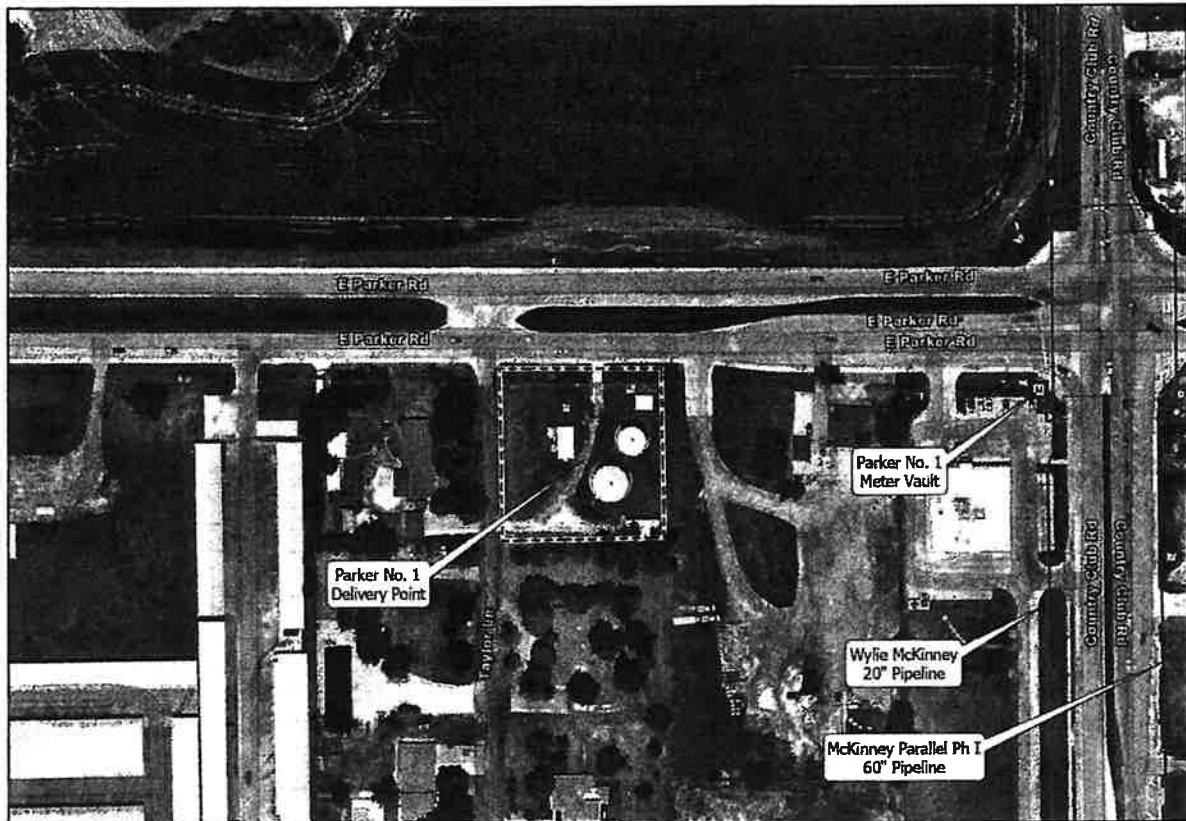


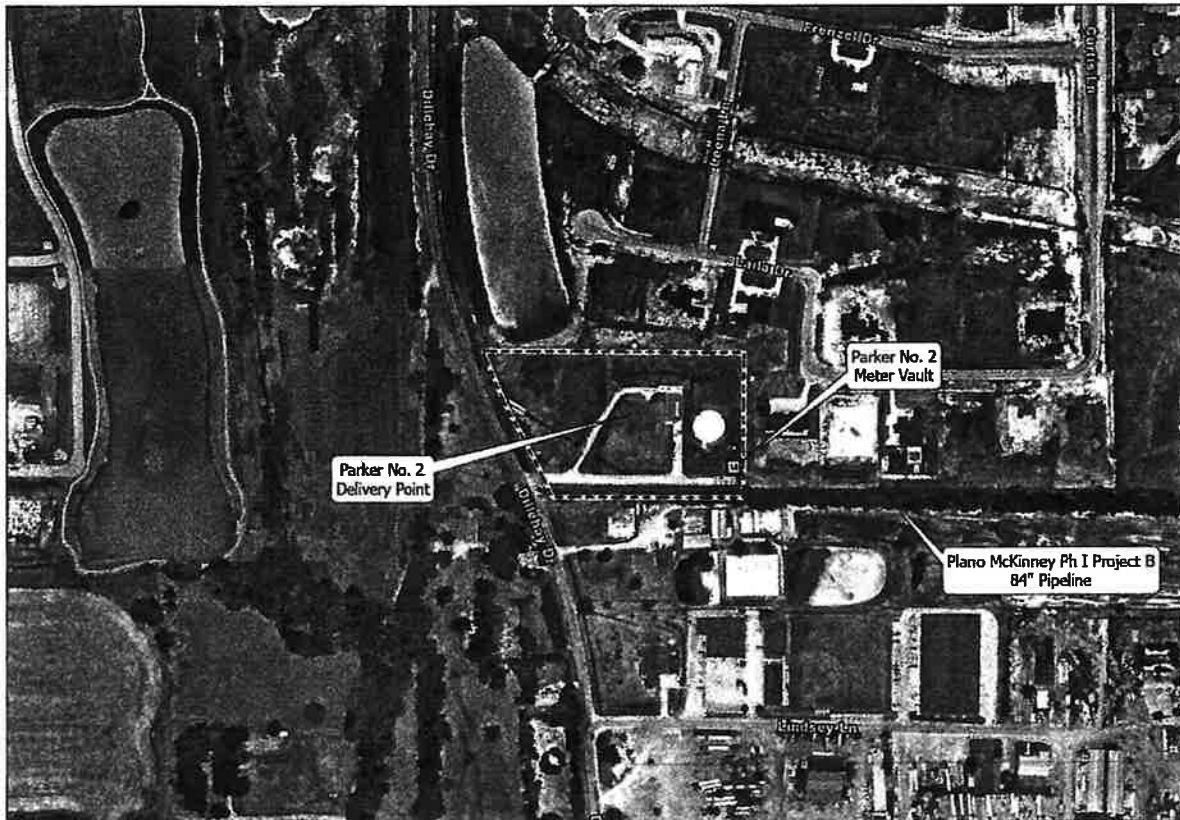
EXHIBIT A1
Location of Points of Delivery No. 1



Parker No. 1 Delivery Point



EXHIBIT A2
Location of Points of Delivery No. 2



Parker No. 2 Delivery Point

