



## AGENDA

### CITY COUNCIL REGULAR MEETING

DECEMBER 19, 2023 @ 6:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, December 19, 2023, at 6:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. The City Council meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker, Texas. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

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

**EXECUTIVE SESSION START TO FINISH** - Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

RECONVENE REGULAR MEETING AT 7:00 PM.

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.

#### ITEMS OF COMMUNITY INTEREST

- i. CANCELED - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 PM
- GOAL SETTING/PLANNING WORKSHOP – TUESDAY, JANUARY 9, 2024, 4 – 7 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 10, 2024, 5 PM

ELECTION DAY, MARCH 5, 2024 PRIMARY ELECTION – 7 AM - 7 PM\*

March 5, 2024 Democratic and Republican Primary Election - Early Voting Locations, Dates and Hours

*(Elecciones primarias demócratas y republicanas del 5 de marzo de 2024 - Lugares de Votación Temprana, Fechas y Horas)*

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>February 18 No Voting</b> (18 de febrero) (Sin votar)	<b>February 19 No Voting Holiday</b> (18 de febrero) (Sin votar) (Día festive)	<b>February 20 Early Voting</b> (20 de febrero) (Votación adelantada)  8 am – 5 pm	<b>February 21 Early Voting</b> (21 de febrero) (Votación adelantada)  8 am – 5 pm	<b>February 22 Early Voting</b> (22 de febrero) (Votación adelantada)  8 am – 5 pm	<b>February 23 Early Voting</b> (23 de febrero) (Votación adelantada)  8 am – 5 pm	<b>February 24 Early Voting</b> (24 de febrero) (Votación adelantada)  7 am – 7 pm
<b>February 25 Early Voting</b> (25 de febrero) (Votación adelantada)  11 am – 5 pm	<b>February 26 Early Voting</b> (26 de febrero) (Votación adelantada)  7am - 7pm	<b>February 27 Early Voting</b> (27 de febrero) (Votación adelantada)  7am - 7pm	<b>February 28 Early Voting</b> (28 de febrero) (Votación adelantada)  7am - 7pm	<b>February 29 Early Voting</b> (29 de febrero) (Votación adelantada)  7am - 7pm	<b>March 1 Early Voting</b> (1 de marzo) (Votación adelantada)  7am - 7pm	<b>March 2 No Voting</b> (2 de marzo) (Sin votar)

## INDIVIDUAL CONSIDERATION ITEMS

2. APPROVAL OF MEETING MINUTES FOR DECEMBER 5, 2023. [REGULAR MEETING]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-775 REGARDING THE EXTENSION AND RATE INCREASE ADDENDUM TO THE LEASE AGREEMENT WITH MOBILE MODULAR.
4. PUBLIC HEARING FOR THE WATER IMPACT FEE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND IMPACT FEES UPDATE IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 395.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ADOPTION OF LAND USE ASSUMPTIONS, WATER CAPITAL IMPROVEMENTS PLAN (CIP), AND IMPACT FEES AND UPDATE THE CITY OF PARKER CODE OF ORDINANCES SECTIONS 51.85 – 51.99 ACCORDINGLY.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 859 ADOPTING A DEVELOPMENT APPLICATION, CHECKLIST, AND PROCESS TO BE ADMINISTERED, MAINTAINED, AND UPDATED BY THE CITY ADMINISTRATOR AND/OR DIRECTOR OF PUBLIC WORKS AND POSTED ON THE CITY OF PARKER WEBSITE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.
7. **KINGS CROSSING PHASE 5:**  
CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 5 FINAL PLAT.



PROPOSED KINGS CROSSING PHASE 5 SERVICE AGREEMENT

PUBLIC HEARING KINGS CROSSING PHASE 5 ANNEXATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 860 AUTHORIZING EXECUTION OF KINGS CROSSING PHASE 5 SERVICE AGREEMENT, ORDINANCE NO. 861 ANNEXING APPROXIMATELY 49.585 ACRES INTO THE CITY LIMITS (THE KINGS CROSSING PHASE 5 ANNEXATION).

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-776 APPROVING AND ADOPTING THE PERSONNEL POLICY MANUAL REPLACING THE PREVIOUS EMPLOYEE MANUAL ADOPTED BY RESOLUTION 2009-277 (PREVIOUSLY RES. NO. 2009-254).

**ROUTINE ITEMS**

9. UPDATE(S):

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON  
POLICE VEHICLES

FM2551

WEBSITE

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

CAPITAL IMPROVEMENT PLAN (CIP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

CAPITAL IMPROVEMENT PLAN (CIP)

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[November 2023 - Building Permit/Code Report](#)

[October/November 2023 – Finance \(monthly financials\) Report](#)

[November 2023 – Police Report](#)

[October 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

**DONATION(S)**

10. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Pam and Allen Terrell donated a tray of cookies valued at \$25 to the Police Department.

Pam & Allen Terrell donated a two layer cake valued at \$40 to City Staff and Council.

The Kristen Ainsworth family donated food valued at \$175 to the Police Department.

The Biswas Family donated cookies valued at \$10 to the Police Department.

The Biswas Family donated assorted holiday cookies valued at \$15 to other City Staff.

Pam and Allen Terrell donated homemade cake, coffee, hot chocolate, & herbal tea valued at \$45 to the Police Department.

## **FUTURE AGENDA ITEMS**

### 11. FUTURE AGENDA ITEMS

## **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 to the requirement 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 December 15, 2023, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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Date Notice Removed

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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

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	December 11, 2023
Exhibits:	None	

### AGENDA SUBJECT

CANCELED - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 PM

GOAL SETTING/PLANNING WORKSHOP – TUESDAY, JANUARY 9, 2024, 4 – 7 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 10, 2024, 5 PM

ELECTION DAY, MARCH 5, 2024 PRIMARY ELECTION – 7 AM - 7 PM\*

March 5, 2024 Democratic and Republican Primary Election - Early Voting Locations, Dates and Hours

(Elecciones primarias demócratas y republicanas del 5 de marzo de 2024 - Lugares de Votación Temprana, Fechas y Horas)

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### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator	<i>Luke B. Olson</i>	Date:	12/xx/2023



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: December 11, 2023
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR DECEMBER 5, 2023. [REGULAR MEETING]

### 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

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/09/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023



**MINUTES**  
**CITY COUNCIL MEETING**  
**DECEMBER 5, 2023**

**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 Lee Pettie called the meeting to order at 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (in his office, working on the audit), City Attorney Amy J. Stanphill, Public Works Director Gary Machado, City Engineer Justin R. Ivy, P.E. (w/ Birkhoff, Hendricks, & Carter, LLP.), and Police Chief Kenneth Price (arrived at 7:42 p.m.)

**EXECUTIVE SESSION** - Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettie recessed the regular meeting to Executive Session at 6:01 p.m.

**RECONVENE REGULAR MEETING.**

Mayor Lee Pettie reconvened the meeting at 7:38 p.m.

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

No action was taken.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Lynnette Ammar led the pledge.

TEXAS PLEDGE: Rick Bernas led the pledge.

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

No comments

## ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

PLANNING AND ZONING (P&Z) COMMISSION MEETING - THURSDAY, DECEMBER 7, 2023, 5 PM

Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 13, 2023, 5 PM

Canceled - CITY COUNCIL (CC) – TUESDAY, JANUARY 2, 2024, 7 PM

## INDIVIDUAL CONSIDERATION ITEMS

### 2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 14, 2023. [SPECIAL MEETING]

MOTION: Mayor Pro Tem Reed moved to approve the November 14, 2023 meeting minutes as presented. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

### 3. REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION: PRESENTATION

Republic Services Inc. d/b/a Allied Waste Services of Plano, a Delaware Corporation, Division Municipal Services Manager, Rick Bernas said he was not prepared for a presentation, but he reviewed the information provided in tonight's packet, including the current CPI increase, 5.09%, increasing the residential bill to \$22.12 monthly.

DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-774, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

Mayor Pro Tem Reed said the feedback he has received is that services have improved and were more consistent. Councilmember Fecht agreed. Mayor Pettle said she received comments that the Republic workers were a little messy. Mr. Bernas said he would take that feedback back to his next meeting.

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-774, authorizing the Republic Services rate adjustment as presented and attached as Exhibit A. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

### 4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION(S) FROM

JAMES AND LEANN TURRENTINE DONATED \$1000 TO POLICE DEPARTMENT;



JAMES AND LEANN TURRENTINE DONATED \$1000 TO FIRE DEPARTMENT;  
JOHN CHISOLM PROVIDED (LUCKY'S TACO – SERGIO RIVERA) LUNCH  
VALUED AT \$864 FOR CITY STAFF; AND

CINDY VO, TEAM LEADER/ESCROW OFFICER PROVIDENCE TITLE,  
RICHARDSON, TEXAS, PROVIDED THANKSGIVING LUNCH VALUED AT \$560  
FOR CITY STAFF,  
(OVER \$500.01).

MOTION: Councilmember Noe moved to accept the above listed donations as presented. Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-771 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [POSTPONED 2023 1114]

Mayor Pettle noted Resolution No. 2023-771 making appointments to the Zoning Board of Adjustment (ZBA) was postponed at the November 14, 2023 Council meeting and asked Council if there was a motion for appointments/reappointments tonight.

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-771 making reappointments to the Zoning Board of Adjustment (ZBA), as follows:

Member	Position	Term Expiration
Steve Schoenekase	Place One (1), Vice Chair	Nov. 30, 2025
Andrew Ellison	Place Three (3), Chair	Nov. 30, 2025
Brian Deaver	Place Five (5)	Nov. 30, 2025

Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

The Mayor and Council thanked ZBA members for their service, along with other boards and commissions.

6. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON PARKER RANCH PHASE 5 FINAL PLAT.

City Engineer Justin R, Ivy, P.E. , with Birkhoff, Hendricks, & Carter, LLP, 11910 Greenville Ave., Suite 600, Dallas, TX, 75243, reviewed the Parker Ranch Phase 5 Final Plat, including the October 24, 2023 letter in tonight's packet, which stated the plat is complete and the engineering firm offers no further comments.

Public Works Director Machado noted as stated on the cover sheet paragraph two (2), on November 9, 2023, Planning and Zoning (P&Z) Commission recommended Parker Ranch Estates Phase 5 Final Plat be approved 3-0 {P&Z Vice Chair Lozano, Alt. Crutcher, and Alt. Estabrook}.

Construction Manager/Developer Justin Zuniga with First Texas Homes, Inc., 500 Crescent Court, Suite 350, Dallas, TX, 75201 and Matthew Lee, P.E., Westwood Professional Services, 2740 Dallas Parkway, Suite 280, Plano, TX, 75201, responded to questions.

MOTION: Councilmember Lynch moved to accept Parker Ranch Estates Phase 5 Final Plat, Lots 1, 6-16, Block E; Lot 26, Block F; Lots 1-10, Block H, Lots 1-9, Block I; and Lots 1X, 2-6, Block J; 37 Residential Lots and 1 common area, 84.236 acres, out of the James Bradley Survey, Abstract No. 89, in the City of Parker, Collin County, Texas.. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

## **ROUTINE ITEMS**

### **7. UPDATE(S):**

#### **ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON**

City Administrator Olson reported on the status of the Police vehicles, and he received an update from Enterprise Coordinator Stephanie Latham but the file was corrupted. He hopes to have the new vehicle chart plan information at the next meeting, December 19, 2023.

#### **FM2551**

City Administrator Olson reported power polls are installed and TxDot is moving in equipment.

#### **NEWSLETTER**

Mayor Pettie said the new Newsletter format has had mixed reviews and it is a "Work in Progress".

#### **WEBSITE**

City Administrator Olson reported staff is putting things together and a meeting is being set., Mayor Pettie noted Staff and Council needed to make sure whatever was done could be used on various platforms,

#### **COMP PLAN w/Council and Planning and Zoning (P&Z) Commission**

Staff is looking at dates for our next joint meeting, possibly January 11, 2024.

#### **CAPITAL IMPROVEMENT PLAN (CIP)**

Councilmember Lynch said she met with staff to gather information on outstanding items to move forward. City Administrator Olson said we were still looking for exhibits.

#### **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

City Attorney Stanphill noted the previously scheduled hearing on the "Merits for MUD #7" has been continued from November 28-30, 2023 to February 13-15, 2024, pending mediation (tentatively set for December 14, 2023).

#### **ANY ADDITIONAL UPDATES**

Police Chief Price noted our most recent police candidate graduated from police academy and Police Officer Hollar has returned.,

## **DONATION(S)**

8. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500).

Jay Foster Farms donated ground beef during Parkerfest valued at \$80 to the Police Department.

Moe Chigani donated smoked turkey valued at \$125 to the Police Department.

Mayor Pettie, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

## **FUTURE AGENDA ITEMS**

9. FUTURE AGENDA ITEMS

Mayor Pettie asked if there were any items to be added to the future agenda.

Councilmembers asked for updates on the pump station, records retention, and Request for Qualifications (RFQ) for engineering services. Mayor Pettie stated she would add items along with a Goal Setting Meeting soon. Hearing no additional requests, she encouraged everyone to email her any additional requests. She noted the next regularly scheduled meeting would be Tuesday, December 19, 2023.

Mayor Lee Pettie adjourned the meeting at 8:41 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

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

Approved on the 19<sup>th</sup> day  
of December, 2023.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Stanphill
Estimated Cost:	Date Prepared: December 11, 2023
Exhibits:	<ol style="list-style-type: none"> <li><a href="#">1. Proposed Resolution</a></li> <li><a href="#">2. Mobile Modular Management Corporation Addendum Form City of Parker 214000841</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-775 REGARDING THE EXTENSION AND RATE INCREASE ADDENDUM TO THE LEASE AGREEMENT WITH MOBILE MODULAR.

### SUMMARY

This is a lease extension and rate increase addendum to the lease agreement with Mobile Modular for the buildings leased by the Police Department. Lessor notified the City of Parker of the rate increase in August of 2023 by letter attached to this package. This lease extension is 24 months through 11/29/2025 to extend the lease through the new facility approval and construction phases. The lease extension will "lock-in" the new monthly rent of \$2,450.00 per month and avoid additional annual increases during the term of the extension.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Kenneth Price</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023

**RESOLUTION NO. 2023-775**  
*(PD Lease Addendum with Mobile Modular)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
AUTHORIZING THE EXTENSION OF LEASE WITH MOBILE MODULAR  
FOR THE USE OF MODULAR BUILDINGS FOR POLICE DEPARTMENT.**

**WHEREAS**, the City of Parker is currently utilizing modular buildings leased from Mobile Modular for use as their Police Department facilities and administrative offices; and

**WHEREAS**, the City of Parker wishes to continue to use the modular buildings and extend the lease with Mobile Modular with associated rate increase for use through the approval and construction phases for a new City facility.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to execute the lease extension and rate increase agreement with Mobile Modular, attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective upon its execution by the Mayor.

**APPROVED AND ADOPTED** this 19th day of December, 2023.

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Amy J. Stanphill, City Attorney



## Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9200 Fax (925) 453-3201

[www.MobileModularRents.com](http://www.MobileModularRents.com)

### Contract Addendum

Date: 11/16/2023

**Customer :** City of Parker  
**Billing Address:** 5700 E Parker Rd  
**City/State/Zip:** Parker TX 75002

**Attn:** Kenneth Price  
**Phone :** 972-442-0333  
**Fax:**  
**E-mail:** [kprice@parkertexas.us](mailto:kprice@parkertexas.us)

**Project Name :**  
**Site Address :** 5700 E Parker Rd  
**City/State/Zip:** Parker TX 75002

This will serve as an addendum to the contract agreement entered into between **City of Parker** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

#### ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

#### Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term (months)	Rental Rate
214000841	77854	Office 48x56	12/11/2023	11/29/2025	24	2,450.00
214000841	77854	PPE	12/11/2023	11/29/2025	24	171.50

- . Rental rates do not include any applicable taxes.
- . Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

#### Additional Contract Addendum Notes:

**Customer will be responsible for return costs for teardown and removal charges based on market value at time of return.**

#### Mobile Modular Management Corporation

Shaprie Jackson

Printed Name

Operations Manager

Title

Signature

Date

#### City of Parker

Printed Name

Title

Signature

Date

Please call (925) 606-9200 with any questions or comments and ask for  
 Thank you for contacting Mobile Modular.

**Ashley Pring or Michele Martinez**

\*\*Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.





**RESOLUTION NO. 2021-661**  
(Lease Extension with Mobile Modular)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
AUTHORIZING THE EXTENSION OF LEASE WITH MOBILE MODULAR  
FOR THE USE OF MODULAR BUILDINGS FOR POLICE DEPARTMENT.**

**WHEREAS**, the City of Parker is currently utilizing modular buildings leased from Mobile Modular for use as their Police Department facilities and administrative offices; and

**WHEREAS**, the City of Parker wishes to continue to use the modular buildings and extend the lease with Mobile Modular for use through the approval and construction phases for a new City facility; and

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

**SECTION 1.** The Parker City Council does authorize the Mayor to execute the lease extension agreement with Mobile Modular, attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective upon its execution by the Mayor.

**APPROVED AND ADOPTED this 16th day of March, 2021.**

ATTEST:

  
Patti Scott Grey, City Secretary



  
Leo Pettie, Mayor

APPROVED TO FORM:

  
Brandon Shelby, City Attorney



## Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

[www.MobileModularRents.com](http://www.MobileModularRents.com)

### Contract Addendum

Date: 2/18/2021

**Customer :** City Of Parker  
**Billing Address:** 5700 East Parker Rd  
**City/State/Zip:** Parker, TX 75002

**Attn:** Richard D. Brooks

**Phone :** 972-442-0333

**Fax:** 972-429-7013

**E-mail:** [Rbrooks@parkertexas.us](mailto:Rbrooks@parkertexas.us)

**Project Name :** Parker Police Department

**Site Address :** 5700 East Parker Rd

**City/State/Zip:** Parker, TX 75002

This will serve as an addendum to the contract agreement entered into between **City Of Parker** (Lessee) and **MOBILE MODULAR MANAGEMENT CORPORATION** (Lessor).

**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.**

**Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.**

#### Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
214000841	77854	Office, 48x56	2/24/2021	8/12/2023	30 Months	\$ 2,300.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

#### Additional Contract Addendum Notes:

#### Mobile Modular Management Corporation

Digitally signed by  
 Printed Name Shaprie Jackson  
 DN: cn=Shaprie Jackson,  
 o=Mobile Modular  
 Management  
 Corporation, ou,  
 email=shaprie.jackson@  
 mgrc.com, c=US  
 Date: 2021.03.22 06:33:45  
 -05'00'

**mobile modular**  
 Your Project - Our Commitment

Signature

Date

#### City Of Parker

Lee Pettie

Printed Name

Mayor

Title

Signature

March 16, 2021

Date

**Please call (925) 606-9000 with any questions or comments and ask for \*\***

**Thank you for contacting Mobile Modular.**

**\*\*Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



**Mobile Modular Management Corporation**  
 2849 E. Main Street  
 Grand Prairie, TX 75050  
 Phone: (281) 487-9222 Fax:  
 www.mobilemodular.com

## Lease

Meeting Date: 12/19/2023 Item 3.

Contract: 214000841.1  
**Contract Term: 48 Months**  
 Date Printed: 08/12/2020  
 Start Rent Date: 08/19/2016

2200  
(4+1)  
8/20/21  
(+ 12 mo)

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>City of Parker</b> 5700 East Parker Road Parker, TX 75002 Richard Brooks rbrooks@parkertexas.us (972) 442-0333	<b>Site Information:</b> City of Parker 5700 East Parker Road Parker Police Department Parker, TX 75002 Richard Brooks rbrooks@parkertexas.us (972) 442-0333	Questions?  Please Contact: Sean Ruff sean.ruff@mobilemodular.com Direct Phone: (469) 507-3324 All other inquiries: (281) 487-9222
<b>Customer PO/Reference:</b> PRK3028 Exp: // By:		

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent Taxable	
Office, 48x56 TX (NonStd) mPlex <i>Flexible Configuration Multiplex. Size excludes 4' towbar.</i>	1	\$2,200.00	\$2,200.00	N

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Delivery:</b>				
Office, 48x56 TX (NonStd) mPlex				
Modifications	1	\$11,570.65	\$11,570.65	N
Block and Level Building (A8)	1	\$6,200.00	\$6,200.00	N
Custom ADA Deck and Ramp	1	\$5,994.00	\$5,994.00	N
<i>Build (3) 6'x 6' deck with 5'x 5' steps and a 5'x30' ramp built on site. Removal of the deck, stairs &amp; ramp is the responsibility of the LESSEE at the end of the lease. Approximately 333 sqft at \$18 sq.ft.</i>				
Delivery Haulage 12 wide	4	\$475.00	\$1,900.00	N
Installation, Skirting, Wood	208	\$14.50	\$3,016.00	N
Modification-Install flood light, ext	1	\$1,820.00	\$1,820.00	N
<i>Install flood lights to exterior of building</i>				
remove 8ft wall; install duplex outlet	1	\$4,550.00	\$4,550.00	N
<i>remove 8 ft wall; patch ceiling; build 10 ft L-shape wall; install cabinet w/counter top; add 120 volt duplex outlet; install add 6" flex duct &amp; 24" supply</i>				
			<b>\$35,050.65</b>	

Subtotal of Monthly Rent:	\$2,200.00
Monthly Personal Property Expense (PPE):	\$1.00
Taxes on Monthly Charges:	\$0.00
<b>Total Monthly Charges (incl Taxes &amp; PPE):</b>	<b>\$2,201.00</b>
Subtotal of One-Time Charges upon Delivery :	\$35,050.65
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
<b>Est. Initial Invoice:</b>	<b>\$37,251.65</b>

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Return:</b>				
Office, 48x56 TX (NonStd) mPlex				
Prepare Equipment For Removal (A8)	1	\$5,700.00	\$5,700.00	N
Removal, Skirting, Wood (Dispose)	208	\$4.25	\$884.00	N
Removal, Tiedown	14	\$30.00	\$420.00	N
Return Haulage 12 wide	4	\$475.00	\$1,900.00	N
			<b>\$8,904.00</b>	

## Special Notes

BuyBoard contract number: #463-14 Special notes: The City of Parker has the option to extend the lease an additional 6-12





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## Lease A

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Contract: 214000841.1

**Contract Term: 48 Months**

Date Printed: 08/12/2020

Start Rent Date: 08/19/2016

mths with zero escalation.

**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

**Credit Application:** Credit application, along with security deposits and initial bill, may be required.

**Buildings containing a restroom(s):** Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

**Tie-downs:** Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is by others. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.

### Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

### Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x56 TX (NonStd) mPlex	1	1743	\$163,800.00



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### Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<b>LESSOR:</b>  Mobile Modular Management Corporation  Signature:  Print Name:  Title:  Date:	<b>LESSEE:</b>  City of Parker  Signature:  Print Name:  Title:  Date:
---	--

### ATTACHMENT A

#### LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "**Lease**") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the





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fifteenth (15th) day of the billing cycle.

**4. HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

**5. LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

**6. SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

**7. ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

**8. PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

**9. TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

**10. LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

**11. INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

## 12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

## 13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

**14. OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

**15. COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

**16. GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.





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Grand Prairie, TX 75050  
Phone: (281) 487-9222 Fax:  
www.mobilemodular.com

## Lease A

Meeting Date: 12/19/2023 Item 3.

Contract: 214000841.1

**Contract Term: 48 Months**

Date Printed: 08/12/2020

Start Rent Date: 08/19/2016

### 17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

**18. MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

**19. CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

**20. HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

**21. FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

**22. MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

**23. ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16



**Mobile Modular Management Corporation**  
 2849 E. Main Street  
 Grand Prairie, TX 75050  
 Phone: (281) 487-9222 Fax:  
 www.mobilemodular.com

**Lease**

Meeting Date: 12/19/2023 Item 3.

Contract: 214000841.1  
**Contract Term: 48 Months**  
 Date Printed: 07/12/2016  
 Start Rent Date: 07/12/2016

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>City of Parker</b> 5700 East Parker Road Parker, TX 75002 Richard Brooks rbrooks@parkertexas.us (972) 442-0333	<b>Site Information:</b> City of Parker 5700 East Parker Road Parker Police Department Parker, TX 75002 Richard Brooks rbrooks@parkertexas.us (972) 442-0333  <b>Customer PO/Reference:</b> Exp: // By:	Questions?  Please Contact: Sean Ruff sean.ruff@mobilemodular.com Direct Phone: 469-507-3324 All other inquiries: (281) 487-9222

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x56 TX (NonStd)MPlex <i>Flexible Configuration Multiplex. Size excludes 4' towbar.</i>	1	\$2,200.00	\$2,200.00	N

Charges Upon Delivery:	Qty	Charge Each	Total One Time Taxable	
Office, 48x56 TX (NonStd)MPlex				
Modifications	1	\$11,570.65	\$11,570.65	N
Block and Level Building (A8)	1	\$6,200.00	\$6,200.00	N
Custom ADA Deck and Ramp	1	\$5,994.00	\$5,994.00	N
<i>Build (3) 6'x 6' deck with 5'x 5' steps and a 5'x30' ramp built on site. Removal of the deck, stairs &amp; ramp is the responsibility of the LESSEE at the end of the lease. Approximately 333 sqft at \$18 sq.ft.</i>				
Delivery Haulage 12 wide	4	\$475.00	\$1,900.00	N
Installation, Skirting, Wood	208	\$14.50	\$3,016.00	N
			<b>\$28,680.65</b>	

Subtotal of Monthly Rent:	\$2,200.00
Monthly Personal Property Expense (PPE):	\$1.00
Taxes on Monthly Charges:	\$0.00
<b>Total Monthly Charges (incl Taxes &amp; PPE):</b>	<b>\$2,201.00</b>
Subtotal of One-Time Charges upon Delivery :	\$28,680.65
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
<b>Est. Initial Invoice:</b>	<b>\$30,881.65</b>

Charges Upon Return:	Qty	Charge Each	Total One Time Taxable	
Office, 48x56 TX (NonStd)MPlex				
Prepare Equipment For Removal (A8)	1	\$5,700.00	\$5,700.00	N
Removal, Skirting, Wood (Dispose)	208	\$4.25	\$884.00	N
Removal, Tiedown	14	\$30.00	\$420.00	N
Return Haulage 12 wide	4	\$475.00	\$1,900.00	N
			<b>\$8,904.00</b>	

### Special Notes

BuyBoard contract number: #463-14 Special notes: The City of Parker has the option to extend the lease an additional 6-12 mths with zero escalation.

**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters,



*by written agent*

## Supplemental Lease Terms and Conditions

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after October 1<sup>st</sup>, 2008, between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change in Lessor's sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

### WITNESSETH

1. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.
2. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded), and Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent.
3. **DELIVERY OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee shall select a suitable site (which Lessee should clearly mark) for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
  - (a) **ACCESS.** The Lessee is responsible for providing clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. If Lessee is unprepared for the scheduled delivery and set up, Lessee shall be subject to additional charges.
  - (b) **LOCATION.**
    - (i) **RELOCATION OF EQUIPMENT.** Lessee shall cause the Equipment to remain so set up at the Site, and shall not move the Equipment to a new location without the prior written consent of Lessor.
    - (ii) **SITE APPROVAL & INSTALLATION INSPECTION FOR EQUIPMENT.** The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment. If the Lessee chooses not to go through the site assessment and installation inspection process at the time of installation, the ability to receive future approval may be hindered for a number of reasons (for example, the Equipment will already be set on the foundation, the inspector did not observe the installation, etc.). Any costs associated with moving the Equipment or making changes to the existing foundation system will be the responsibility of the Lessee.
    - (iii) **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.
4. **RETURN OF EQUIPMENT.**

(a) **DISMANTLING EQUIPMENT.** At the conclusion of the Lease Term, Lessee shall, at its expense, prepare the Equipment for dismantle, which includes but is not limited to:

(i) disconnecting all utilities and removing any items that may hinder the dismantle of the Equipment by standard dismantle methods;

(ii) In the case of any Equipment that includes restrooms or plumbing:

(1) flushing clean the plumbing lines and ensuring that there is no foreign matter in any of the water closets;

(2) properly disconnecting the site connection and removing the plumbing tree (if applicable) back to the "no-hub fittings" (provided that upon arrival of Lessor's representative at Lessee's site, if the disconnection and plumbing tree removal (if applicable) has not been so completed, Lessor will complete the disconnection and the Lessee will be charged accordingly and provided further, that, if Lessor's representative is not qualified to perform the disconnection, Lessee will be charged a fee for the dry-run and the return will be rescheduled);

(3) in addition to the above, in the case of Equipment located in the State of California, Lessee shall ensure that the "no-hub fittings" provided with the Equipment remain attached to the plumbing tree and shall place the plumbing tree inside the Equipment. Lessor hereby informs Lessee that the connection points are designed with "no-hub fittings" and thus there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee shall not cut any of the Equipment's waste lines, improperly disconnect the plumbing tree or damage any of the lines due to cutting or mishandling (in which case the Lessee will be charged accordingly);

(iii) removing all personal property of Lessee from the Equipment (provided that, if any personal property shall remain located in the Equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee);

(iv) providing clear access for the pick up and return delivery of the Equipment from the Site, by standard return delivery methods.

(v) If Lessee is unprepared for the scheduled return, Lessee shall be subject to additional charges.

(b) **RETURN CHARGES.** The Agreement sets forth the Equipment's estimated Charges Upon Return. The actual charges upon return will be confirmed upon return and the Lessee will then be provided with a revised quotation for the actual charges upon return (which may be higher than the Charges Upon Return). Lessee shall be responsible for paying the actual charges upon return as set forth in such revised quotation.

(c) **INSPECTION OF EQUIPMENT ON RETURN.** Upon return of the Equipment (including without limitation containers, stairs, ramps, buildings, or otherwise Lessor-owned Equipment), an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor.

**5. PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment (e.g., container vs. modular) subject to the Lease. The following terms relate to Equipment of the following types:



**(a) STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installing the handrails (as well as disassembling the handrails and loading the stairs for return). If Lessor performs this service, there is a charge of \$35.00 per set of stairs to unload (and \$35.00 per set of steps to load). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to, or failure of Lessee to properly maintain, the stairs, may result in failure to comply with applicable code.

**(i) SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee.

**(ii) CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress.

**(iii) DISCONTINUING STAIR USE.** In the event that the Lessee wishes to discontinue use of the stairs prior to the expiration of the Lease Term and return of the other Equipment, the Lessee may elect to return the stairs to Lessor, have Lessor pick-up the stairs for a normal charge, or store the stairs at the Site, however, Lessee shall continue to pay Monthly Rent with respect to the stairs until their return to Lessor.

**(iv) SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished stairs comply with all applicable codes.

**(b) RAMPS.** Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

**(i) SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.

**(ii) PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** In the case of Equipment located in the State of California, in the case of any Equipment consisting of DSA building ramps, Lessor recommends that Lessee or Lessee's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.



(c) **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. Please note that a "no-hub fitting" has been provided for Lessee's waste line connection. Additionally, "no-hub fittings" have been provided for connection of the plumbing tree (if applicable) to the permanent lines.

(i) **PLUMBING CONNECTIONS.** If Lessee's plumbing subcontractor is unfamiliar with how to make the connection(s), Lessee shall contact its sales person or Lessor's service department. Where applicable, the Lessee will need to install the plumbing tree, which is shipped unattached. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection relation items.

(ii) **MALFUNCTIONS.** The Lessee is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.

(iii) **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall have no liability for loss or damage as a result of holding tanks that fill up faster than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Lessee obtains temporary holding tanks as a means of waste disposal, Lessee should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.

(iv) **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Lessee.

(d) **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.

(i) **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to either place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., additional costs will be charged to Lessee.

(e) **CONTAINERS.** In the case of any Equipment consisting of containers, Lessee shall inspect the interior and exterior of each container, on a monthly basis, to ensure that water is not infiltrating the container. If water is infiltrating any container, Lessee shall take such action as is necessary to correct such event.

(i) There are statutes and regulations associated with the leasing of containers. Lessee represents and warrants that it has read and understands such statutes and regulations as in effect in the jurisdiction and state where each container is located and will comply with the same.

(ii) The warranties made by Lessor set forth in Section 1 above do not apply to containers, and the containers are leased to Lessee "AS IS". Lessor warrants only that the containers correspond with the description thereof set forth in the Lease, and, otherwise, **LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE CONTAINERS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY CONTAINER, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**



(iii) Lessee acknowledges and agrees that its maintenance obligations under Section 2 of these provisions include painting the containers in accordance with the manufacturer's recommendations.

(iv) "normal wear and tear" shall mean, with respect to the containers, changes to the condition of the containers, such as light rust and random small dents and scratches on any side of the containers, consistent with proper treatment and use of such containers under conditions for which such container was specifically designed; provided that "normal wear and tear" shall not include (i) changes to the condition of any containers that would have been prevented by routine washing, lubrication, spot painting, or other normal repair or maintenance, or (ii) changes affecting security, water tightness, weather-proof qualities, mechanical or electrical function of integral components, the integrity of design or structure, regulatory, classification or certification requirements, or affecting the inside dimensions or cubic content of any container.

(f) **SEISMIC/WIND.** Any Equipment consisting of seismic/wind restraint systems consist of either friction based supports or earth anchors. Such systems are based on the existing Site and soil conditions meeting a 85 M.P.H. exposure C wind load and a minimum soil bearing pressure of 1500 P.S.F. Lessor recommends that the Lessee verify with the local governing authority that these conditions are appropriate. In some cases additional costs may be incurred by the Lessee for custom foundation engineering and additional foundation work. Since the aforementioned seismic/wind restraint systems are different, the impact to the Lessee varies. Therefore, please review the following information carefully.

(i) **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered for an additional cost. The foundation design is based on certain assumptions that can vary from site to site. Should the Lessee or local jurisdiction require design changes or information that requires contact with the designing engineer, additional charges may result. As with the earth anchor system described below, Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.

(ii) **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of 4750# for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.

(iii) **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of the earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., the Lessee will be responsible for all additional costs, including replacement of broken earth anchors incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by the Lessee. In any case, should the number or size of earth anchors increase or pullout testing or any other additional work be necessary to meet the requirements of the foundation plan due to soil conditions, the Lessee will be responsible for such costs. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. The Lessee is then responsible for the removal of the earth anchors from the site.

(iv) **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.

(v) **APPROVAL.** The Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

(g) **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is the Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

(h) **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

(i) **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.



**Incorporation by Reference**

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at <http://www.MobileModularRents.com/ContractTerms>. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

- The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<b>LESSOR:</b> Mobile Modular Management Corporation  By: _____ Name: _____ Title: _____ Date: _____	<b>LESSEE:</b>  By: _____ Name: _____ Title: _____ Date: _____
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**ATTACHMENT A****LEASE TERMS AND CONDITIONS**

- LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's website at [www.MobileModularRents.com](http://www.MobileModularRents.com)] (the "Incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and Lessee's agreement, purchase order or other document and the Agreement, the Agreement shall control.
- LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early

Lease Terms and Conditions, Rev 7/20/11

Digitally signed by Kristen Erickson, MGRC Legal Approval  
 DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US  
 Date: 2016.07.12 09:45:54 -0700

**mobile modular**  
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termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [<http://www.MobileModularRents.com>] for the conditions under which the Equipment must be returned.

4. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, *on 24 hour notice and with permission of Lessee* ~~from time to time at any reasonable time~~, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, ~~including any items or occupants within or surrounding the Equipment, for promotional or other purposes.~~ If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit

Lease Terms and Conditions, Rev 7/20/11

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modular

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Digitally signed by Kristen  
Erickson, MGRC Legal Approval  
DN: cn=Kristen Erickson, MGRC  
Legal Approval, o=McCrath  
RentCorp, ou=Mobile Modular  
Management Corporation,  
email=kristen.erickson@mgrc.com  
Date: 2016.07.12 09:51:53 -0700



to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "Principal"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. **LOSS OR DAMAGE.** *within 60 days of the damage occurring;* Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. **INSURANCE.**

(a) Lessee shall provide, *and insure* maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty (30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or

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Digitally signed by Kristen  
Erickson, MGRC Legal Approval  
DN: cn=Kristen Erickson, MGRC  
Legal Approval, o=McGrath  
RentCorp, ou=Mobile Modular  
Management Corporation,  
email=kristen.erickson@mgrc.c  
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towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

## 12. WAIVER AND INDEMNIFICATION.

- (a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.
- (b) Lessee agrees to ~~indemnify and hold harmless Lessor from and against any and all~~ *insure the Equipment as required in 11. above. and pay* losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, ~~including to the extent arising from Lessor's negligence~~, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment, ~~if the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law.~~ *subject to receipt of insurance proceeds, if applicable.* Lessee shall make all payments due under this Section upon demand by Lessor.

## 13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR.** *30 days prior* Upon the occurrence of any *material* Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to

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be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (If notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess; *all of the foregoing less available unearned funds.*

**14. OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

**15. COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

**16. GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of ~~California~~ **TEXAS**, without regard to its conflicts of laws provisions.

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Digitally signed by Kristen Erickson, MGRC Legal Approval  
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US  
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17. **JURISDICTION.**

- (a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in ~~Alameda County, State of California~~. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.
- (b) In all other cases, the Federal District Courts located within the State of ~~California~~ shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in ~~Alameda County, State of California~~. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.**

- Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, ~~including arbitration~~. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment, ~~except as needed by the Police Department.~~

21. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

*by written agent*

### Supplemental Lease Terms and Conditions

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after October 1<sup>st</sup>, 2008, between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change in Lessor's sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

#### WITNESSETH

**1. WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

**2. EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded), and Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent.

**3. DELIVERY OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee shall select a suitable site (which Lessee should clearly mark) for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

(a) **ACCESS.** The Lessee is responsible for providing clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. If Lessee is unprepared for the scheduled delivery and set up, Lessee shall be subject to additional charges.

(b) **LOCATION.**

(i) **RELOCATION OF EQUIPMENT.** Lessee shall cause the Equipment to remain so set up at the Site, and shall not move the Equipment to a new location without the prior written consent of Lessor.

(ii) **SITE APPROVAL & INSTALLATION INSPECTION FOR EQUIPMENT.** The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment. If the Lessee chooses not to go through the site assessment and installation inspection process at the time of installation, the ability to receive future approval may be hindered for a number of reasons (for example, the Equipment will already be set on the foundation, the inspector did not observe the installation, etc.). Any costs associated with moving the Equipment or making changes to the existing foundation system will be the responsibility of the Lessee.

(iii) **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.

#### 4. RETURN OF EQUIPMENT.



(a) **DISMANTLING EQUIPMENT.** At the conclusion of the Lease Term, Lessee shall, at its expense, prepare the Equipment for dismantle, which includes but is not limited to:

(i) disconnecting all utilities and removing any items that may hinder the dismantle of the Equipment by standard dismantle methods;

(ii) In the case of any Equipment that includes restrooms or plumbing:

(1) flushing clean the plumbing lines and ensuring that there is no foreign matter in any of the water closets;

(2) properly disconnecting the site connection and removing the plumbing tree (if applicable) back to the "no-hub fittings" (provided that upon arrival of Lessor's representative at Lessee's site, if the disconnection and plumbing tree removal (if applicable) has not been so completed, Lessor will complete the disconnection and the Lessee will be charged accordingly and provided further, that, if Lessor's representative is not qualified to perform the disconnection, Lessee will be charged a fee for the dry-run and the return will be rescheduled);

(3) in addition to the above, in the case of Equipment located in the State of California, Lessee shall ensure that the "no-hub fittings" provided with the Equipment remain attached to the plumbing tree and shall place the plumbing tree inside the Equipment. Lessor hereby informs Lessee that the connection points are designed with "no-hub fittings" and thus there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee shall not cut any of the Equipment's waste lines, improperly disconnect the plumbing tree or damage any of the lines due to cutting or mishandling (in which case the Lessee will be charged accordingly);

(iii) removing all personal property of Lessee from the Equipment (provided that, if any personal property shall remain located in the Equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee);

(iv) providing clear access for the pick up and return delivery of the Equipment from the Site, by standard return delivery methods.

(v) If Lessee is unprepared for the scheduled return, Lessee shall be subject to additional charges.

(b) **RETURN CHARGES.** The Agreement sets forth the Equipment's estimated Charges Upon Return. The actual charges upon return will be confirmed upon return and the Lessee will then be provided with a revised quotation for the actual charges upon return (which may be higher than the Charges Upon Return). Lessee shall be responsible for paying the actual charges upon return as set forth in such revised quotation.

(c) **INSPECTION OF EQUIPMENT ON RETURN.** Upon return of the Equipment (including without limitation containers, stairs, ramps, buildings, or otherwise Lessor-owned Equipment), an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor.

**5. PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment e.g., container vs. modular) subject to the Lease. The following terms relate to Equipment of the following types:



**(a) STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installing the handrails (as well as disassembling the handrails and loading the stairs for return). If Lessor performs this service, there is a charge of \$35.00 per set of stairs to unload (and \$35.00 per set of steps to load). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to, or failure of Lessee to properly maintain, the stairs, may result in failure to comply with applicable code.

**(i) SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee.

**(ii) CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress.

**(iii) DISCONTINUING STAIR USE.** In the event that the Lessee wishes to discontinue use of the stairs prior to the expiration of the Lease Term and return of the other Equipment, the Lessee may elect to return the stairs to Lessor, have Lessor pick-up the stairs for a normal charge, or store the stairs at the Site, however, Lessee shall continue to pay Monthly Rent with respect to the stairs until their return to Lessor.

**(iv) SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished stairs comply with all applicable codes.

**(b) RAMPS.** Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

**(i) SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.

**(ii) PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** In the case of Equipment located in the State of California, in the case of any Equipment consisting of DSA building ramps, Lessor recommends that Lessee or Lessee's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.



(c) **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. Please note that a "no-hub fitting" has been provided for Lessee's waste line connection. Additionally, "no-hub fittings" have been provided for connection of the plumbing tree (if applicable) to the permanent lines.

(i) **PLUMBING CONNECTIONS.** If Lessee's plumbing subcontractor is unfamiliar with how to make the connection(s), Lessee shall contact its sales person or Lessor's service department. Where applicable, the Lessee will need to install the plumbing tree, which is shipped unattached. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection relation items.

(ii) **MALFUNCTIONS.** The Lessee is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.

(iii) **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall have no liability for loss or damage as a result of holding tanks that fill up faster than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Lessee obtains temporary holding tanks as a means of waste disposal, Lessee should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.

(iv) **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Lessee.

(d) **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.

(i) **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to either place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., additional costs will be charged to Lessee.

(e) **CONTAINERS.** In the case of any Equipment consisting of containers, Lessee shall inspect the interior and exterior of each container, on a monthly basis, to ensure that water is not infiltrating the container. If water is infiltrating any container, Lessee shall take such action as is necessary to correct such event.

(i) There are statutes and regulations associated with the leasing of containers. Lessee represents and warrants that it has read and understands such statutes and regulations as in effect in the jurisdiction and state where each container is located and will comply with the same.

(ii) The warranties made by Lessor set forth in Section 1 above do not apply to containers, and the containers are leased to Lessee "AS IS". Lessor warrants only that the containers correspond with the description thereof set forth in the Lease, and, otherwise, LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE CONTAINERS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY CONTAINER, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.



(iii) Lessee acknowledges and agrees that its maintenance obligations under Section 2 of these provisions include painting the containers in accordance with the manufacturer's recommendations.

(iv) "normal wear and tear" shall mean, with respect to the containers, changes to the condition of the containers, such as light rust and random small dents and scratches on any side of the containers, consistent with proper treatment and use of such containers under conditions for which such container was specifically designed; provided that "normal wear and tear" shall not include (i) changes to the condition of any containers that would have been prevented by routine washing, lubrication, spot painting, or other normal repair or maintenance, or (ii) changes affecting security, water tightness, weather-proof qualities, mechanical or electrical function of integral components, the integrity of design or structure, regulatory, classification or certification requirements, or affecting the inside dimensions or cubic content of any container.

(f) **SEISMIC/WIND.** Any Equipment consisting of seismic/wind restraint systems consist of either friction based supports or earth anchors. Such systems are based on the existing Site and soil conditions meeting a 85 M.P.H. exposure C wind load and a minimum soil bearing pressure of 1500 P.S.F. Lessor recommends that the Lessee verify with the local governing authority that these conditions are appropriate. In some cases additional costs may be incurred by the Lessee for custom foundation engineering and additional foundation work. Since the aforementioned seismic/wind restraint systems are different, the impact to the Lessee varies. Therefore, please review the following information carefully.

(i) **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered for an additional cost. The foundation design is based on certain assumptions that can vary from site to site. Should the Lessee or local jurisdiction require design changes or information that requires contact with the designing engineer, additional charges may result. As with the earth anchor system described below, Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.

(ii) **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of 4750# for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.

(iii) **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of the earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., the Lessee will be responsible for all additional costs, including replacement of broken earth anchors incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by the Lessee. In any case, should the number or size of earth anchors increase or pullout testing or any other additional work be necessary to meet the requirements of the foundation plan due to soil conditions, the Lessee will be responsible for such costs. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. The Lessee is then responsible for the removal of the earth anchors from the site.

(iv) **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.

(v) **APPROVAL.** The Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

(g) **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is the Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

(h) **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

(i) **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	Luke B. Olson
Estimated Cost:	Date Prepared:	December 11, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Revised Schedule</a></li> <li>2. <a href="#">Water and Impact Fee Advisory Committee Recommendation Letter</a></li> <li>3. <a href="#">Land Use Assumptions Report</a></li> <li>4. <a href="#">Water C.I.P. Information</a></li> <li>5. <a href="#">Parker Impact Fee Report</a></li> <li>6. <a href="#">Public Hearing Notice</a></li> </ol>	

### AGENDA SUBJECT

PUBLIC HEARING FOR THE WATER IMPACT FEE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND IMPACT FEES UPDATE IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE CHAPTER 395.

### SUMMARY

This agenda item is the public hearing on the Land Use Assumptions, Water Capital Improvements Plan, and related Impact Fees. In accordance with chapter 395 the notice of this public hearing was published in the Dallas Morning News, the official newspaper of the City of Parker, at least 31 days before today's public hearing date.

The City adopted the current Water Impact Fees in accordance with Texas Local Government Code Chapter 395 in January 2017 as codified by Parker Code of Ordinances Sections 51.85 – 51.99. Texas Local Government Code Sec. 395.052 requires the governing body's periodic review of land use assumptions and/or CIP every 5 years even though the term of the CIP runs for 10 years from adoption.

In accordance with Chapter 395, the City of Parker has retained Birkhoff, Hendricks & Carter, LLP to provide the updates to the Land Use Assumptions and CIP and facilitate the review and presentation to the CIAC and Council and prepare a report reflecting the above information. Those documents are attached to this agenda item for this public hearing and the next agenda item concerning their adoption.

The Water Impact Fee Capital Improvement Advisory Committee ("CIAC") is an advisory body required by Texas Local Government Code Chapter 395 to make recommendations to Council concerning, among other things, the need to update or revise the land use assumptions, CIP, or impact fee. The CIAC's recommendation letter is attached hereto.

The Land Use Assumptions have not substantially changed since 2016 and the CIAC recommends the continued use, without revision, of the Land Use Assumptions that were



adopted in 2017. In addition, the Water Impact Fee Capital Improvements Plan ("CIP") has changed only to the extent current costs have increased. The impact fee calculation is based upon the CIP cost increases.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023

# City of Parker, TX

## 2023-2033 Water Impact Fee Update

### Proposed Adoption Schedule

**Notes:**

1 City Council Meets on the 1st and 3rd Tuesday of the Month

City Staff/Consultant Meetings	Impact Fee Advisory Committee Meetings	City Council Meeting	Meeting/Action	Agenda and Action Items Required
			Staff Meeting	Impact Fee Update Kick-off Meeting with City Staff Agenda: a) Service Areas b) Impact Fee Land Use and Growth Assumptions c) Capital Recover Project Data d) Water, Sewer and Roadway Capital Improvement Plans
October 10, 2023			Staff Meeting	Present Impact Fee Capital Improvement Plan and Preliminary Impact Fee Calculations
			City Staff	Publish Impact Fee Advisory Meeting Notice and Agenda (Sec. 395.055)
	October 19, 2023		Impact Fee Advisory Committee Meeting	Advisory Committee Meeting (Sec. 395.056) a) Review of CIP Update b) Review of Impact Fee Updates c) Advisory Committee Recommendation Letter to City Council
		November 14, 2023		City Council to set a Public Hearing on Amendments to Land Use Assumptions, Capital Improvement Plan, or Impact Fee (Sec. 395.053) for December 19, 2023
November 17, 2023			Notice of Public Hearing	Deadline for Publication of Notice of Public Hearing on December 19 in local newspaper (Sec. 395.055; 395.044(b))
November 17, 2023			Final Impact Fee Update Report	Final Impact Fee Update Report Published and made available for public review (Sec. 395.054)
			City Council Public Hearing	Public Hearing on Amendments to Land Use Assumptions, Capital Improvement Plan, or Impact Fee
		December 19, 2024	Possible Council Action	Approve, Reject or take no action on Amendments to Land Use Assumptions, Capital Improvement Plan or Impact Fees (Sec. 395.057(a)) <b>NOTE: Council has 30-calendar days to take action</b>
			Possible Council Action	If Impact Fee Amendments are approved, adopt an ordinance, order or resolution approving the amendments to the Land Use Assumptions, Capital Improvement Plan (Sec. 395.057(b))
		January 16, 2024	Possible Council Action	If council action on 12/19/2023, then Approve, Reject or Table Amendments to Land Use Assumptions, Capital Improvement Plan or Impact Fees (Sec. 395.057)
			Possible Council Action	If Impact Fee Amendments are approved, adopt an ordinance, order or resolution approving the amendments to the Land Use Assumptions, Capital Improvement Plan (Sec. 395.057(b))
		February 6, 2024	Possible Council Action	If no council action on 01/16/2024, then last council meeting to Approve, or Reject Amendments to Land Use Assumptions, Capital Improvement Plan or Impact Fees (Sec. 395.057)
			Possible Council Action	If Impact Fee Amendments are approved, adopt an ordinance, order or resolution approving the amendments to the Land Use Assumptions, Capital Improvement Plan (Sec. 395.057(b))

City of Parker, Texas  
Capital Improvement Impact Fee Advisory Committee  
5700 E. Parker Road  
Parker, Texas 75002

November 9, 2023

Re: Water Impact Fee  
Capital Improvement Advisory Committee Recommendation

Honorable Lee Pettle and the City of Parker City Council:

The City of Parker Water Impact Fee Capital Improvement Advisory Committee, established in accordance with Section 395.058 of the Texas Local Government Code, met on this date for the purpose of reviewing the 2023 Water Impact Fee Report prepared and presented by Birkhoff, Hendricks & Carter, L.L.P. Professional Engineers.

The Impact Fee Advisory Committee reviewed the existing Land Use Assumptions prepared by the City of Parker Impact Fee Capital Improvement Advisory Committee for adoption in 2017 and found no material changes and therefor recommend the use of the Land Use Assumptions without revision. The Impact Fee Advisory Committee also reviewed the 2023 Water Capital Improvement Plan prepared by Birkhoff, Hendricks & Carter, L.L.P. Professional Engineers.

On behalf of the Advisory Committee, we find the Water Impact Fee Land Use Plan to be consistent with the City's current Comprehensive Plan, and the Water Capital Improvement Plan to be consistent with the land use plan and in conformance with the requirements of Texas Local Government Code Chapter 395. The Capital Impact Advisory Committee offers no objections and recommends City Council move forward with the public hearing and any appropriate action under Chapter 395.

Sincerely

A handwritten signature in black ink, appearing to read "Russell Wright", with a large, sweeping loop at the end.

Russell Wright  
Chairman, Capital Improvement Advisory  
Committee



# Land Use Assumptions Report of the Capital Improvements Advisory Committee of the City of Parker

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September 9, 2016



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## Executive Summary

The Capital Improvements Advisory Committee (the “Committee”) was appointed by the City of Parker City Council to review the subjects identified below and render an opinion on the land use assumptions necessary for the City to create and adopt lawful impact fees for the City of Parker public water system. The Committee has reviewed the Comprehensive Plan, the land use data, the current development within Parker, the current zoning within Parker, and the existing water plans for future growth and development. The Committee’s report on the Land Use Assumptions required by Texas Local Government Code with relation to the Committee’s work on impact fee research is contained within.

Members of this Committee include regular members of the Planning and Zoning Commission, experienced developers within the City of Parker, its ETJ, and key City personnel.

**Table 1 - Capital Improvements Advisory Committee Members**

Name	Role
<b>Russell Wright</b>	P&Z Chairman
<b>Joe Lozano</b>	P&Z Vice-Chairman
<b>Cleburne Raney</b>	P&Z Member
<b>Jasmat Sutaria</b>	P&Z Member
<b>Wei Wei Jeang</b>	P&Z Member
<b>JR Douglas</b>	P&Z Alternate, Developer
<b>Steve Sallman</b>	Developer/ETJ Owner
<b>Jim Shepherd</b>	City Attorney
<b>Jeff Flanigan</b>	City Administrator
<b>Patti Scott Grey</b>	City Secretary

## Analysis of Existing Conditions

Each member of the Committee is personally familiar with the existing development within the City of Parker. The areas of the City of Parker that are not yet developed were presented by the City Administrator and the relevant maps and data were reviewed. This data review included the population (Exhibit 1), existing zoning (Exhibit 2), and the Comprehensive Plan (Exhibit 3), current Development Map (Exhibit 4), and the Water Master Plan Map (Exhibit 5) for the City as it relates to the undeveloped areas of Parker and its ETJ.

## Determination of Service Area

The City Council’s charge to the Committee was to render an opinion on the land use assumptions necessary for the City to create and adopt lawful impact fees for the City of Parker public water system. The Committee reviewed the requirements to exclude the provisions and related costs to current development and concentrated on the capital improvements necessary to serve future development based on the existing conditions noted above, and the anticipated use of the comprehensive plan and related development plans of the City, all as required by the Texas Local Government Code. The service area for a water impact fee would be the entire City and its ETJ with respect to new development in any portion of this area.

There is a portion of the City’s water service area (CCN, Certificate of Convenience and Necessity) that lies within the City of Wylie. This was discussed as whether it should be included in the impact fee Service Area. The City Administrator noted that the water infrastructure in that area is already built out to specifications that would not necessitate additional infrastructure capital improvements. Therefore, it was concluded by the committee to not include this area within the Service Area.

Additionally, The City has a Special Activities area of approximately 188 acres (Southfork Ranch) which, at some point in the future, could be developed and subsequently subdivided. While there are no specific plans at the time of this writing, it is important to include this area for any future plans.

## Growth Projections

Based on the review of the factors set forth in the sections above, *Analysis of Existing Conditions* and *Determination of Service Area*, the Committee projected the 10 year growth patterns as they relate to water system capital improvements are as set forth in Table 6 - Land Use Assumptions (Exhibit A). The Committee's findings are based on the following discussions and calculations.

## Density Calculations

The Committee agrees with the Comprehensive Plan of Parker with regard to the future development of Parker and its ETJ. Consequently, for those areas zoned SF-Single Family, the Committee has projected single family residential units on lots of two acres, with three residents per household. For those areas projected to be zoned SFT-Single Family Transitional, the Committee anticipates 1 acre minimum lots, with a 1.5 acre average size of lots in the subdivision. The population estimate for SFT is also three residents per unit. Additional zoning categories such as Special Activities, Agricultural, Manufactured Housing and non-conforming uses, were all considered in the analysis.

The raw data in Table 2 was used as the basis of the analysis. The Meters column indicates the number of water meters the City was billing in that year. The Estimated Residents (Est. Residents) is based on the assumption of three residents per household, as indicated above. The % Change is expressed as the delta (change in number of meters) from the prior year divided by the number of meters in the prior year, e.g.  $98/688=14.2\%$ .

**Table 2 - Historical Water Meters (i.e. Service Units) for 2000 - Jan 2016**

Year	Meters	Est. Residents	Delta	% Change	Std. Dev.
2000	688	2064	688.0		
2001	786	2358	98.0	14.2%	5.1%
2002	938	2814	152.0	19.3%	4.6%
2003	1022	3066	84.0	9.0%	2.1%
2004	1075	3225	53.0	5.2%	1.4%
2005	1121	3363	46.0	4.3%	
2006	1180	3540	59.0	5.3%	
2007	1210	3630	30.0	2.5%	
2008	1258	3774	48.0	4.0%	
2009	1273	3819	15.0	1.2%	
2010	1295	3885	22.0	1.7%	
2011	1320	3960	25.0	1.9%	
2012	1351	4053	31.0	2.3%	
2013	1385	4155	34.0	2.5%	
2014	1404	4212	19.0	1.4%	
2015	1435	4305	31.0	2.2%	
2016	1501	4503	66.0	4.6%	

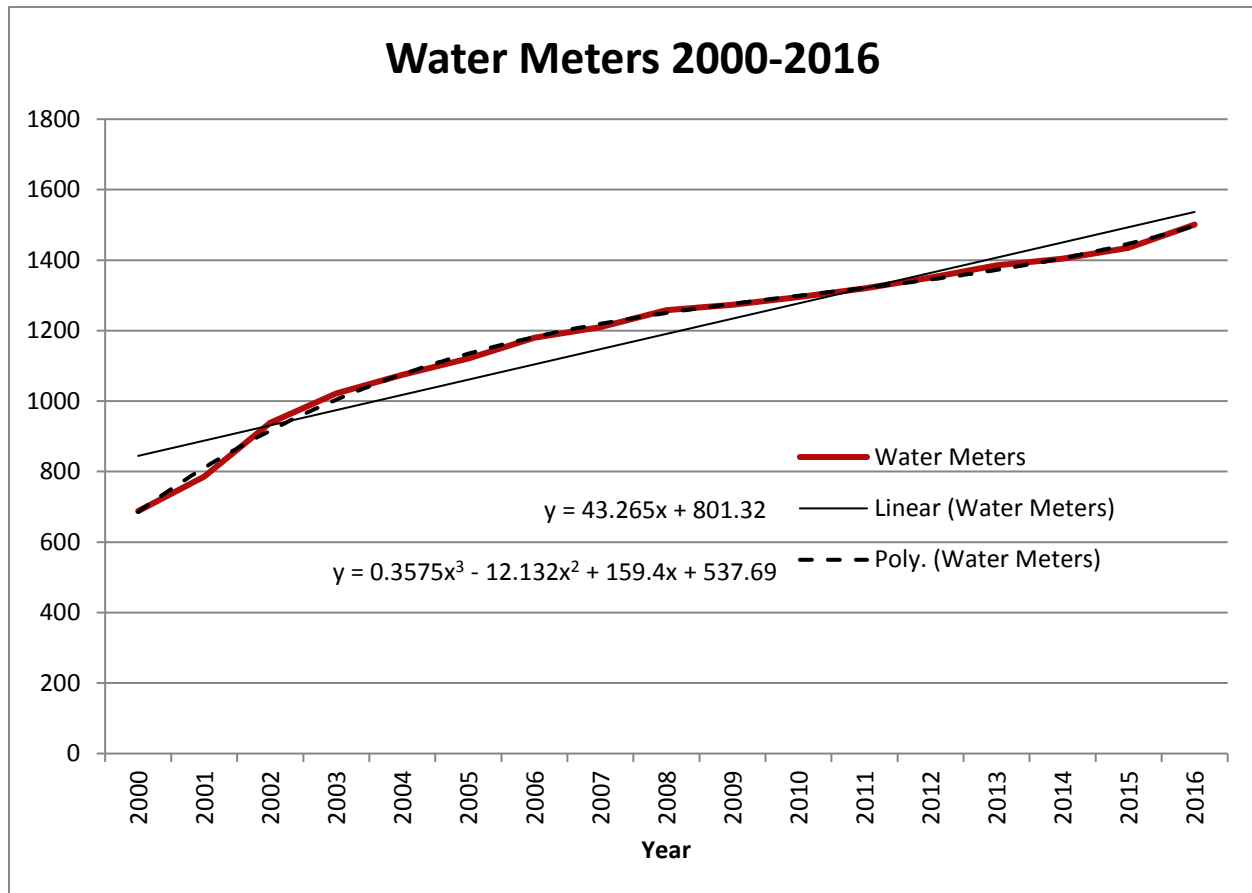
Referring to the standard deviation of a sample<sup>1</sup> Table 2, we can see the standard deviation for years 2001 and 2002 are significantly greater than several of the later years, so it was concluded that this extreme rate of growth for the City of Parker will likely not repeat itself. However, the Committee concluded the economic factors of many companies moving into the surrounding areas will likely increase

<sup>1</sup> Excel function STDEV.S is used to calculate the standard deviation of a sample.



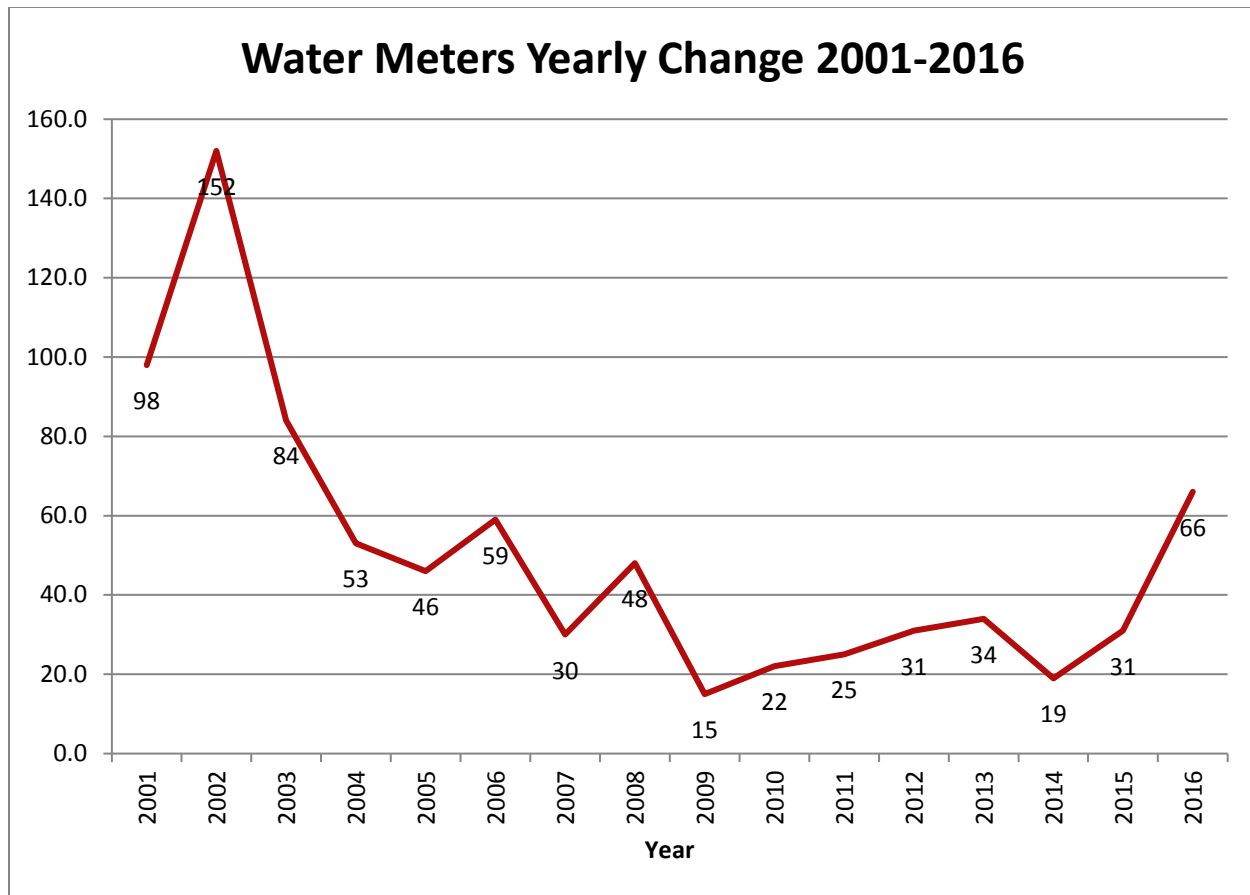
the growth rate for the next several years, which might indicate above average growth for four to five years (5-6%), followed by slower growth (2-3%). In its final estimation, the committee agreed that 5% growth for the next five years (2017-2021) followed by 3% growth for the following five years (2022-2026) was a reasonable compromise.

When the absolute number of water meters is graphed over the years for which data exists, a curve as shown in Figure 1 develops. For comparison purposes, linear and 3<sup>rd</sup> order polynomial trend lines are added, along with their respective formulae.



**Figure 1 - Water Meter Graph**

Figure 2 shows a graphical representation of the tabular data in Table 2. Since there was no detailed recording of service unit numbers prior to the year 2000, it is difficult to determine if the upward trend of the graph is representative of the years prior to 2000. However, as stated earlier, this could represent the beginning of an upward “growth spurt” for the City and this upward trend has been considered in the analysis of the overall growth projections.



**Figure 2 - Water Meters Delta from Prior Year**

For selected time periods, average year on year growth rates can be established. Several time periods were used (refer to Table 3) to show the difference in growth rate when some of the outlying data is included or excluded.

**Table 3 - Selected Year on Year Growth Rates**

Period	# Periods	Avg. YoY Growth Rate
2001-2016	16	5.1%
2003-2016	14	3.4%
2001-2011	10	6.2%
2003-2013	10	3.6%

## Build Out

Table 4 shows the analysis of the estimated number of lots, which correspond directly to service units in the City, for areas covered by zoning or development agreements and all undeveloped land. The estimated lots for those areas already approved are actual numbers. For the undeveloped areas a factor of 0.9<sup>2</sup> is used to allow for those areas dedicated for roads, rights-of-way and other unusable areas.

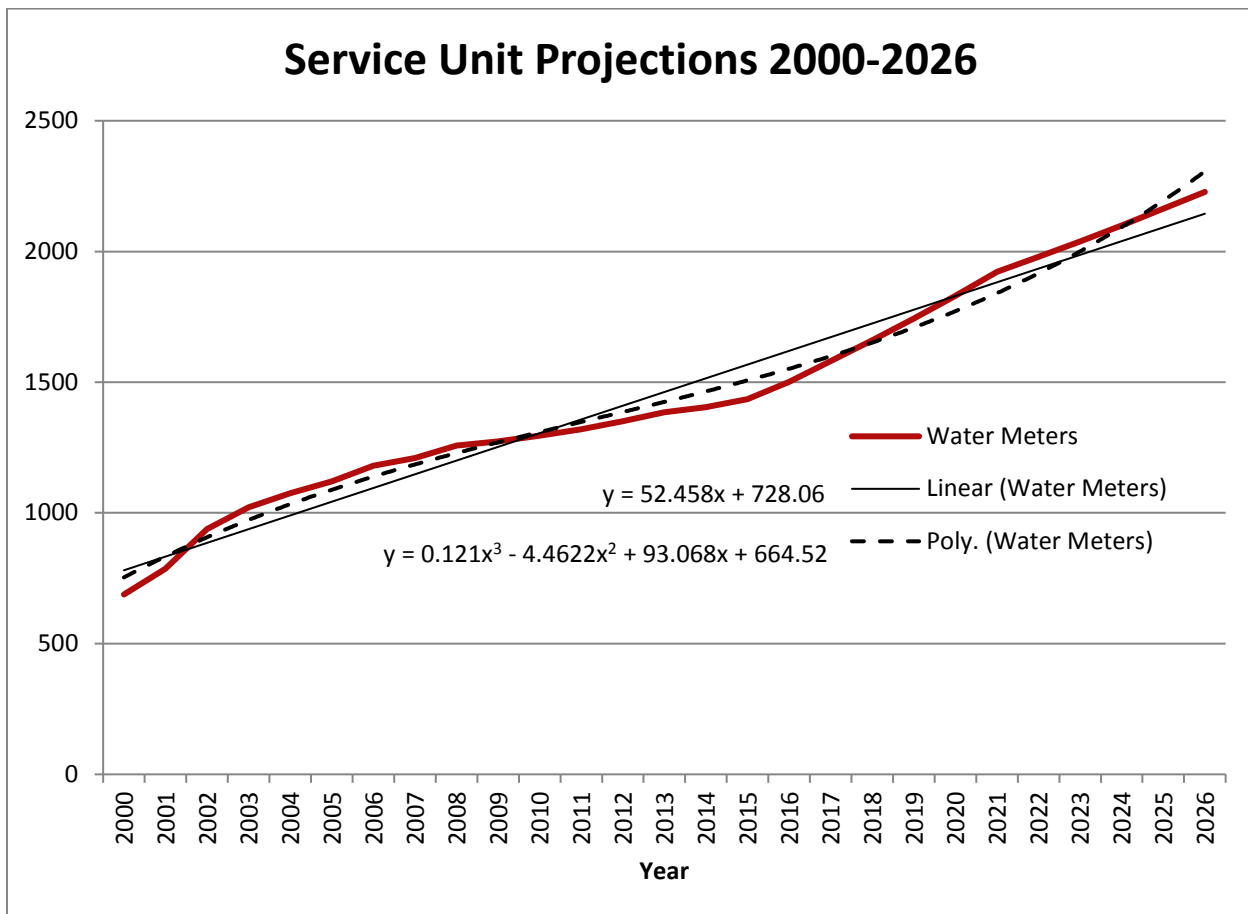
<sup>2</sup> Formula used: Number of acres \* Lots/Acre \* 0.9

**Table 4 - Future Service Area Impact**

Future Service Area	Acres	Lots/Acre	Est. Lots/Service Units	Est. Residents
Approved by Zoning or Development Agreement	1500	0.646	969	2907
Undeveloped in ETJ	720	1	648	1944
Undeveloped Zoned SF	500	0.5	225	675
Undeveloped Zoned SFT	400	0.67	241	724
Current Special Activities Area <sup>3</sup>	188	2		
<b>Totals</b>	<b>3120</b>	<b>NA</b>	<b>2083</b>	<b>6250</b>

Add plus existing homes.

The current number of residents and population within Parker and its anticipated growth patterns over the next 10 years are as set forth in Table 6 - Land Use Assumptions (Exhibit A). The projections shown in Table 6 provide Parker's ultimate build-out growth projections, including existing development within Parker, anticipated future development on currently undeveloped land within Parker, and development in the extra-territorial jurisdiction (ETJ).

**Figure 3 - Service Unit Projection Graph**

<sup>3</sup> Southfork Ranch is a Special Activities area that is included in the table but not included in calculations.



**Table 5 - Actual and Estimated Service Units**

Year	Meters	Linear equation	Poly equation
2000	688	845	685
2001	786	888	811
2002	938	931	916
2003	1022	974	1004
2004	1075	1018	1076
2005	1121	1061	1135
2006	1180	1104	1182
2007	1210	1147	1219
2008	1258	1191	1250
2009	1273	1234	1276
2010	1295	1277	1299
2011	1320	1320	1321
2012	1351	1364	1345
2013	1385	1407	1372
2014	1404	1450	1406
2015	1435	1493	1447
2016	1501	1537	1498
2017	1581	1580	1561
2018	1660	1623	1639
2019	1743	1666	1733
2020	1830	1710	1846
2021	1922	1753	1979
2022	1979	1796	2136
2023	2039	1839	2317
2024	2100	1883	2526
2025	2163	1926	2764
2026	2228	1969	3034

**Table 6 - Land Use Assumptions (Exhibit A)**

	2016 (Current)	2021	2026	Buildout
Homes	1,501	1,922	2,228	4,000 <sup>4</sup>
Mfg'd Housing	75 <sup>5</sup>	75	75	75
Commercial	0	10	20	20
Public	0	0	0	0
Totals	1,576	2,007	2,323	4,095
Population	4,503	6,021	6,969	12,000

<sup>4</sup> Buildout based on total population of 12,000<sup>5</sup> 75 manufactured houses, 75 houses in CCN (not in City) is a wash

**CITY OF PARKER, TEXAS**  
**2016 IMPACT FEE**  
**WATER DISTRIBUTION SYSTEM**  
**10-YEAR CAPITAL IMPROVEMENT PLAN**

Meeting Date: 12/19/2023 Item 4.

Birkhoff, Hendricks & Carter L.L.P.

11/2/2016

**PROPOSED WATER LINES**

Project No. <sup>(3)</sup>	Project	Size	Opinion of Project Cost <sup>(1)</sup>	Debt Service <sup>(2)</sup>	Total Project Cost
1	Dillehay Drive 18-Inch Water Line	18"	\$ 577,500	\$ 197,657	\$ 775,157
2	Chaparral Elevated Storage Tank 16-Inch Water Line	16"	\$ 46,200	\$ 24,255	\$ 70,455
3	Malone Road 8-Inch Water Line	8"	\$ 215,000	\$ 112,875	\$ 327,875
4	Bois-D-Arc Lane 8-Inch Water Line	8"	\$ 167,000	\$ 87,675	\$ 254,675
<b>Subtotal: Proposed Water Lines</b>			<b>\$ 1,005,700</b>	<b>\$ 422,462</b>	<b>\$ 1,428,162</b>

**SUPPLY, PUMPING, STORAGE FACILITIES AND FACILITY IMPROVEMENTS**

Project No. <sup>(4)</sup>	Project	Capacity	Opinion of Project Cost <sup>(1)</sup>	Debt Service <sup>(2)</sup>	Total Project Cost
5	Central Pump Station - 1.75 MGD P.S.	1.75 MGD	\$ 3,150,000	\$ 1,653,750	\$ 4,803,750
6	Central Pump Station - 0.75 MG G.S.R.	0.75 MG	\$ 2,700,000	\$ 135,000	\$ 2,835,000
7	NTMWD Delivery Point No. 2	5 MGD	\$ 2,100,000	\$ 135,000	\$ 2,235,000
8	Chaparral 1-MG Elevated Storage Tank	1 MGD	\$ 4,800,000	\$ 1,102,500	\$ 5,902,500
9	Bois-D-Arc Lane 8-Inch Pressure Reducing Valve	-----	\$ 240,000	\$ 2,520,000	\$ 2,760,000
<b>Subtotal, Supply, Pumping and Storage Facilities:</b>			<b>\$ 12,990,000</b>	<b>\$ 5,546,250</b>	<b>\$ 18,536,250</b>

**PLANNING EXPENSES**

Project No.	Project	Opinion of Cost (1)(b)	Debt Service <sup>(2)</sup>	Total Project Cost
	Water System Master Plan	\$ 32,000	\$ -	\$ 32,000
	Water Impact Fee	\$ 20,000	\$ -	\$ 20,000
<b>Subtotal, Planning Expenses:</b>		<b>\$ 52,000</b>	<b>\$ -</b>	<b>\$ 52,000</b>
<b>Water Distribution System CIP Grand Total:</b>		<b>\$ 14,047,700</b>	<b>\$ 5,968,712</b>	<b>\$ 20,016,412</b>

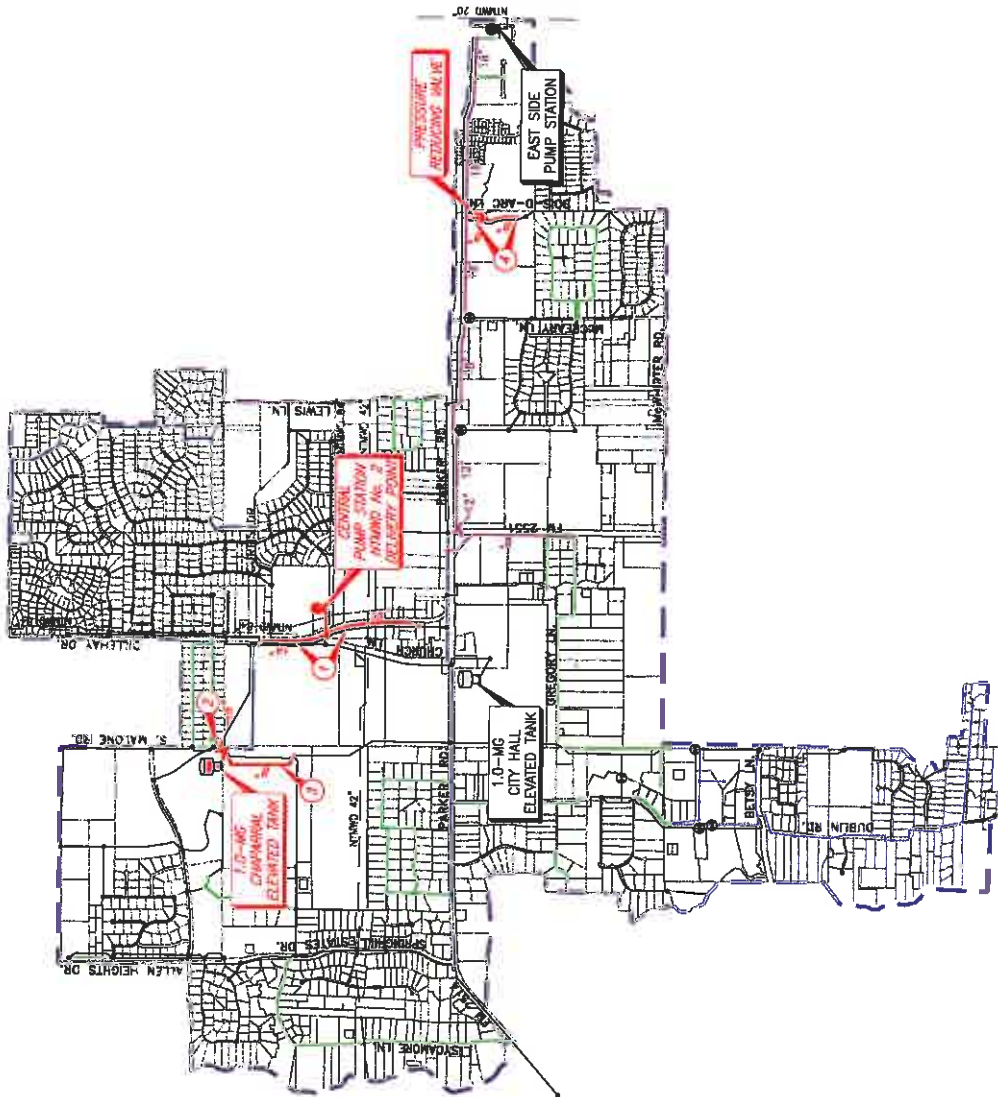
**Notes:**

- (1) Opinion of Project Cost includes:
  - a) Engineer's Opinion of Construction Cost
  - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
  - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%
- (3) \* - Developer Initiated Construction of 8-inch Waterline, City Participation in Oversize Cost

**WATER DISTRIBUTION SYSTEM  
2016-2026 WATER IMPACT FEE  
CAPITAL IMPROVEMENT PLAN  
AND RECOVERY WATERLINE MAP**



**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
PROFESSIONAL ENGINEERS  
DALLAS, TEXAS  
NOVEMBER, 2016





# 2023-2033 Impact Fee Capital Improvement Plan Program

*Submitted To The City Of*



*Submitted By*

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
***SPECIALIZING IN CIVIL ENGINEERING FOR***  
***MUNICIPALITIES AND GOVERNMENTAL AGENCIES***

*October 2023*

**CITY OF PARKER, TEXAS  
2023 to 2033 IMPACT FEE  
CAPITAL IMPROVEMENT PROGRAM**

**PROPOSED WATER LINES**

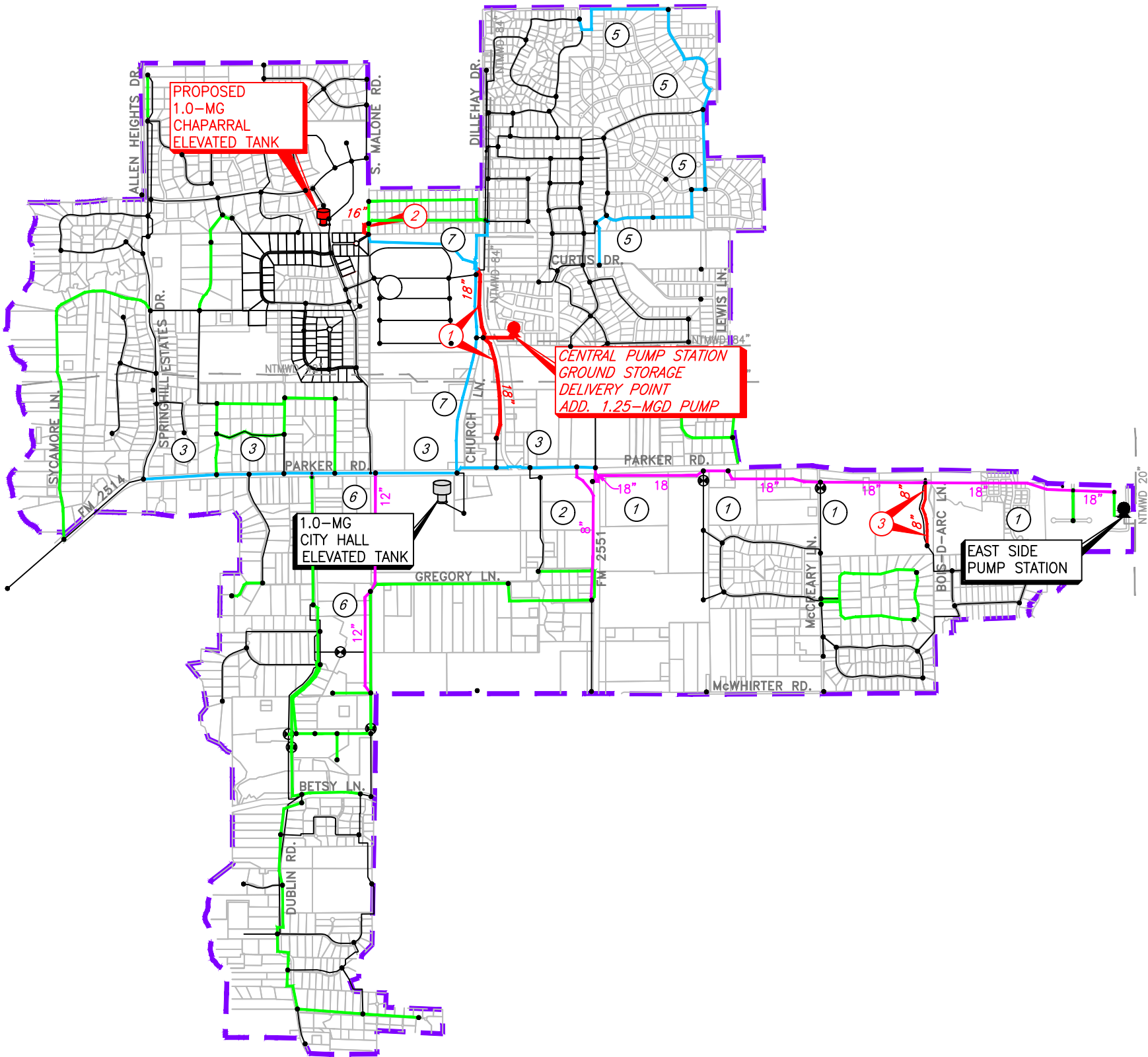
<b>Project No.</b>	<b>Project</b>	<b>Size</b>	<b>Length (ft.)</b>
1	Dillehay Drive 18-Inch Water Line	18"	4,125
2	Chaparral Elevated Storage Tank 16-Inch Water Line	16"	385
3	Bois-D-Arc Lane 8-Inch Water Line	8"	1,670

**SUPPLY, PUMPING, STORAGE FACILITIES AND FACILITY IMPROVEMENTS**

<b>Project No.</b>	<b>Project</b>	<b>Capacity</b>
4	Central Pump Station - 1.75 MGD P.S.	1.75 MGD
5	Central Pump Station - 1.0 MG G.S.R.	0.75 MG
6	NTMWD Delivery Point No. 2	5 MGD
7	Chaparral 1.0-MG Elevated Storage Tank	1 MG
8	Additional 1.25-MGD Pump at Central Pump Station	1.25 MGD

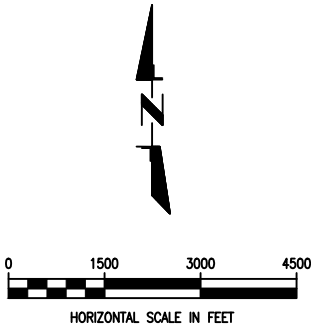


WATER DISTRIBUTION SYSTEM  
2023-2033 WATER IMPACT FEE  
CAPITAL IMPROVEMENT PLAN  
AND RECOVERY WATERLINE MAP



LEGEND

- PLANNING AREA BOUNDARY
- EXISTING WATER LINE (NO IMPACT FEE)
- EXISTING WATER LINE (IMPACT FEE)
- PROPOSED WATER LINE (IMPACT FEE)
- CITY PARTICIPATED IN OVERSIZE COST (IMPACT FEE)
- CITY PURCHASED FROM PECAN ORCHARD (IMPACT FEE)
- EXISTING NTMWD SUPPLY LINE
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- EXISTING ELEVATED STORAGE TANK
- EXISTING PRESSURE REDUCING VALVE
- PROPOSED PRESSURE REDUCING VALVE
- EXISTING WATER LINE (IMPACT FEE)
- PROPOSED WATER LINE PROJECTS



BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
DALLAS, TEXAS  
OCTOBER, 2023



# **WATER IMPACT FEE REPORT 2023 - 2033**

*Submitted To The City Of*



*Submitted By*

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
***SPECIALIZING IN CIVIL ENGINEERING FOR  
MUNICIPALITIES AND GOVERNMENTAL AGENCIES***

*October 2023*

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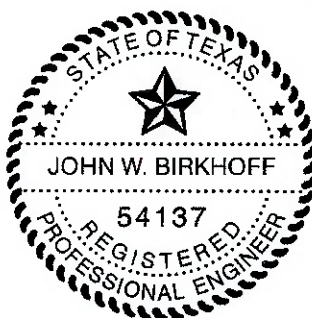
Re: Water Impact Fee Update

Dear Mr. Olson:

This report presents the results of the City of Parker Water Impact Fee Update for the planning years 2023 through 2033. This report includes the updated impact fee Capital Improvements Plan and the updated Maximum Impact Fees by meter size for water. The maximum allowable fees per service unit (for a 5/8 x 3/4-inch water meter), adjusted to fifty percent (50%) of the calculated fees are the following:

**Maximum Allowable Water Impact Fee per Service Unit ..... \$8,269.17**

We have enjoyed working with the City on this important study and are available to discuss the findings and conclusions of this updated impact fee further at your convenience. We look forward to our continued working relationship with you and the City of Parker.



Sincerely yours,

John W. Birkhoff, P.E.

**CITY OF PARKER, TEXAS  
WATER IMPACT FEE STUDY  
2023 TO 2033**

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**CITY OF PARKER, TEXAS  
WATER IMPACT FEE STUDY  
2023 to 2033**

**A. INTRODUCTION**

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. Under Chapter 395, political subdivisions receive authorization to enact or impose impact fees on land that is located within their political subdivision's corporate boundaries and extraterritorial jurisdictions. No governmental entity or political subdivision can enact or impose an impact fee unless they receive specific authorization by state law or by Chapter 395.

An "Impact Fee" is a charge or assessment imposed by a political subdivision for new development within its service area in order to generate revenue for funding or recouping the costs of capital improvements necessitated by and attributable to the new development.<sup>1</sup> The first step in determining an impact fee is preparation of land use and growth assumptions for the service area for the next ten years. Next, a Capital Improvements Plan must be created to describe the water distribution system infrastructure that will be necessary to serve the anticipated land uses and growth. Following the preparation of the Capital Improvements Plan the Water Impact Fee is calculated.

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<sup>1</sup> P. 831, Texas Local Government Code, West's Texas Statutes and Codes, 1998 Edition.

## **B. WATER IMPACT FEES**

The following items can be included in the water impact fee calculation:

- 1) The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.
- 2) Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City.
- 3) Interest and other finance charges on bonds issued by the City to cover its portion of the cost.
- 4) Cost of the Impact Fee Analysis.

These items are summed and the utilized capacity is calculated over the impact fee period. The maximum allowable impact fee per service unit may not exceed fifty percent of the calculated maximum amount of the total utilized capital improvement cost divided by the total number of new standard service units. This maximum allowable impact fee recovers a portion of the City's costs for the construction of facilities to serve the new developments and support new growth. However, the City may recover the maximum fee by crediting the portion of utility service revenue generated by new service units during the 10-year program period.

Chapter 395 requires that an update of the land use assumptions, capital improvements plan, and impact fees be performed every five years, unless it is determined by the political subdivision after a review that such an update is not necessary.

This section of the report constitutes the City's 2023 water portion of the Capital Improvements Plan, and the maximum allowable impact fees. As required by state law, the study period is a ten-year period with 2023 as the base year. The engineering analysis of the water system is based on established land use in the year 2023, projected land use patterns through the year 2033, and on proposed infrastructure.

The engineering analysis portion of the City of Parker's 2023 Impact Fee determines utilized capacity cost of the water distribution system master plan between the years 2023 and 2033.

## C. GLOSSARY

1. Advisory Committee means the capital improvements advisory committee established by the City for purposes of reviewing and making recommendations to the City Council on adoption and amendment of the City's impact fee program.
2. Area-related facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-related facility may include a capital improvement which is located off-site, or within or on the perimeter of the development site.
3. Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development.
4. Capital improvement means a water facility, wastewater facility or roadway with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
5. City means the City of Parker, Texas.
6. Credit means the amount of the reduction of an impact fee due, determined under this ordinance or pursuant to administrative guidelines that is equal to the value of area-related facilities provided by a property owner pursuant to the City's subdivision or zoning regulations or requirements, for the same type of facility.
7. Facility expansion means either a water facility expansion, sewer facility expansion or roadway expansion.
8. Final plat approval means the point at which the applicant has complied with all conditions of approval in accordance with the City's subdivision regulations, and the plat has been approved for filing with Collin County.
9. Impact fee means either a fee for water facilities, wastewater facilities or roadway facilities, imposed on new development by the City pursuant to Chapter 395 of the Texas Local Government Code in order to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements, imposed pursuant to the City's zoning or subdivision regulations.



10. Impact fee capital improvements plan means either a water capital improvements plan, wastewater capital improvements plan or roadway capital improvements plan, adopted or revised pursuant to the impact fee regulations.
11. Land use assumptions means the projections of population and growth, and associated changes in land uses, densities and intensities over at least a ten-year period, as adopted by the City and as may be amended from time to time, upon which the capital improvements plans are based.
12. Land use equivalency table means a table converting the demands for capital improvements generated by various land uses to numbers of service units, as may be amended from time to time.
13. New development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.
14. Plat has the meaning given the term in the City's subdivision regulations. Plat includes replat.
15. Platting has the meaning given the term in the City's subdivision regulations. Platting includes replatting.
16. Property owner has the meaning given the term in the City's subdivision regulations. Property owner includes the developer for a new development.
17. Recoupment means the imposition of an impact fee to reimburse the City for capital improvements which the City had previously oversized to serve new development.
18. Service area means either a water service area or wastewater benefit area within the City, within which impact fees for capital improvements or facility expansion will be collected for new development occurring within such area, and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area. For roadways, it means a roadway service area within the city limits.

19. Service unit means the applicable standard units of measure shown on the land use equivalency table in the Impact Fees Capital Improvements Plan which can be converted to water meter equivalents, for water or for wastewater facilities, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development. For roadway facilities, the service unit is converted vehicle miles.
20. Site-related facility means an improvement or facility which is for the primary use or benefit of a new development, and/or which is for the primary purpose of safe and adequate provision of water, wastewater or roadway facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable development regulations.
21. Utility connection means installation of a water meter for connecting a new development to the City's water system, or connection to the City's wastewater system.
22. Water facility means a water interceptor or main, pump station, storage tank or other facility included within and comprising an integral component of the City's water storage or distribution system. Water facility includes land, easements or structures associated with such facilities. Water facility excludes site-related facilities.
23. Water facility expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water improvement to serve existing development.
24. Water improvements plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.
25. Water meter means a device for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

#### **D. LAND USE ASSUMPTIONS SUMMARY**

Under Chapter 395, of the Local Government Code, “Land Use Assumptions” includes a description of service area and projected changes in land uses, densities, intensities, and population in the service area for a minimum of a 10-year period. In order to impose an impact fee, the City must adopt an order, ordinance, or resolution that establishes a public hearing date to consider the land use assumptions within the designated service area. After the public hearing on the land use assumptions, the City makes a determination of adoption or rejection of the ordinance, order or resolution approving the land use assumptions that will be utilized to develop the Capital Improvement Plan. For this analysis the existing land use plan was utilized as no changes in land use has been made by the city.

Table 1 provides a summary of the growth assumptions used for the water distribution system.

**TABLE NO. 1**  
**POPULATION GROWTH ASSUMPTIONS**

	<b>2023</b>	<b>2033</b>	<b>Buildout</b>
Population Assumption	<b>5,884</b>	<b>8,710</b>	<b>12,000</b>
Percent of Buildout Population (%)	49%	73%	100%
2023 to 2033 Population Growth:	148%		



## E. DEFINITION OF A WATER SERVICE UNIT

Chapter 395 of the Local Government Code requires that impact fees be based on a defined service unit. A “service unit” means a standardized measure of consumption, use generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards. The City of Parker has previously defined a water service unit to be a 1-inch water meter and has referred to these service units as Single Family Living Unit Equivalents (SFLUE). The service unit is based on the continuous duty capacity of a 1-inch water meter. This is the typical meter used for a single family detached dwelling within the City, and therefore is considered to be equivalent to one “living unit”. Other meter sizes can be compared to the 1-inch meter through a ratio of water flows as published by the American Water Works Association and shown in Table No. 1 below. This same ratio is then used to determine the proportional water impact fee amount for each water meter size.

**TABLE NO. 2**  
**LIVING UNIT EQUIVALENCIES**  
**FOR VARIOUS TYPES AND SIZES OF WATER METERS**

<b>Meter Type</b>	<b>Meter Size</b>	<b>Continuous Duty Maximum Rate <sup>(a)</sup></b>	<b>Living Unit Per Meter Size</b>
Simple	1”	25	1.0
Simple	2”	80	3.2
Compound	2”	80	3.2
Turbine	2”	100	4.0

<sup>(a)</sup> Source: AWWA Standard C700 - C702

**F. CALCULATION OF WATER LIVING UNIT EQUIVALENTS 2023-2033**

The City of Parker provided the existing water meter count by size category as of October 2023. In total, there are 2,100 water meters serving the existing population of 5,882 residents in the Water Service Area. Table No. 2 shows the number of existing meters, the living unit equivalent factor, and the total number of living unit equivalents (LUE's) for water accounts. As shown in Table No. 2, the new LUE's during the impact fee period total 1,136.

**TABLE NO. 3**  
**WATER LIVING UNIT EQUIVALENTS BY METER SIZE**

Meter Size	2023			2033				New Living Units During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 1" Used	Total Number of Living Units	Future Meter Size	Number of Water Meters	Living Unit Equivalent Ratio for 1" Used	Total Number of Living Units	
5/8" x 3/4"	197	1.0	197	1"	292	1.0	292	95
1"	1,820	1.0	1,820	1"	2,701	1.0	2,701	881
2"	83	4.0	332	2"	123	4.0	492	160
<b>Totals</b>	<b>2,100</b>		<b>2,349</b>		<b>3,116</b>		<b>3,485</b>	<b>1,136</b>

## G. WATER DISTRIBUTION SYSTEM

Computer models for the years 2023 and 2033 were prepared based on the City's Water Distribution System Master Plan. The models were developed from residential population projections as shown in Table 1. The water distribution system include major distribution lines, pressure reducing valves, pump stations, elevated storage tanks and ground storage reservoirs.

All computer models were run for a 72-hour Extended Period Simulation to insure proper sizing of the facilities to meet peak demand periods.

### G.1 Existing Pump Stations, Ground Storage Reservoirs & Elevated Storage Tanks

The existing water distribution system includes the facilities as shown in Table No. 4 and Table No. 5 below.

**TABLE NO. 4**  
**WATER DISTRIBUTION SYSTEM**  
**EXISTING PUMP STATIONS & GROUND STORAGE**

Pump Station	Number Of Pumps	Rated Capacity (MGD)	Number of Ground Storage Reservoirs	Total Ground Storage Available (MG))
East Side Pump Station	4	3.50	2	0.5
<b>Total:</b>	<b>4</b>	<b>3.50</b>	<b>2</b>	<b>0.5</b>

**TABLE NO. 5**  
**WATER DISTRIBUTION SYSTEM**  
**EXISTING ELEVATED STORAGE**

Pump Station	Capacity (MG)
City Hall Elevated Storage Tank	1.0
<b>Total:</b>	<b>1.0</b>

The pump stations and ground storage facilities were analyzed on the maximum daily demand, while elevated storage acts dynamically and therefore was analyzed utilizing the difference between the Maximum Hourly Demand and the Maximum Daily Demand.



## G.2 Distribution Lines

The distribution lines consist of all lines within the service area planning boundary supplying water to customers in the City of Parker. Lines vary in size from 3/4-inch service lines to 18-inch transmission lines. Unless a smaller diameter water line is expected to be constructed by the City of Parker, only those proposed water lines 8-inches in diameter or larger were considered in the Impact Fee calculations. The cost of water lines includes construction cost, appurtenances (water valves, fire hydrants, taps, etc.), utility relocations, purchase of easements and engineering costs. Financing cost is included for each project assuming a bond rate of 5% over a 20-year term.

Unit cost for water lines 12-inches in diameter or larger, which are anticipated to be constructed by private development, include the City's oversize cost participation only. City initiated water lines include the full cost of the proposed facility. Developer initiated water line projects which are 8-inches or less in diameter are not included in this Impact Fee analysis, unless otherwise shown on the CIP map. The cost for these size lines are the responsibility of the developer.

## **H. CAPITAL IMPROVEMENT PLAN**

### **H.1 Executive Summary**

The City of Parker owns and operates their water distribution system comprised of pump stations, ground storage reservoirs, elevated storage tanks and pipeline infrastructure. This system is being improved and expanded to meet the needs of the water demands imposed by the current residents and future residents of Parker, Texas. A schedule for future improvements and investments in the water distribution system is known as the Capital Improvements Plan. Chapter 395 of the Texas Local Government Code requires the political subdivision create its Capital Improvement Plan to impose impact fees. The Capital Improvement Plan and its costs are required for the calculation of the water impact fee. Birkhoff, Hendricks, and Carter, with assistance of City staff, created the Capital Improvements Plan. Only projects from the Capital Improvement Plan that are required to provide capacity to serve growth during the impact fee (2023-2033) period can be included in the impact fee calculation.

### **H.2 Introduction**

In accordance with Chapter 395 of the Texas Local Government Code, the City of Parker has retained Birkhoff, Hendricks & Carter, L.L.P. to establish the Capital Improvement Plan in conjunction with the Water Impact Fee Study. This section establishes the engineering basis for the capital projects and costs which are included in the water impact fee calculations.

The Capital Improvements Plan consists of the necessary water distribution system improvements to support the projected water demands placed on the distribution system due to future growth.

### H.3 Facility Capacity Requirements

#### H.3.1 General

This section of the report discusses the capacity of those facilities that are required to be included in the Impact Fee Capital Improvements Plan and are also eligible in the calculation of the impact fee. The capacities evaluated are the existing available capacities and the increased capacities due to projected growth. These increased capacities serve the growth projected during the impact fee period.

#### H.3.2 Water Usage

The water distribution system must be improved in accordance with this Capital Improvement Plan in order to support the water demands imposed on the system by the projected growth the City is envisioning within the next 10-year period. The City's existing 2023 residential population is approximately 5,882 residents. In year 2033 the City projects the residential population to grow to approximately 8,710 residents. Based on a water demand study conducted for the City in August of 2023, the residential per capita water usage rate for maximum daily demand is 666 gallons per capita per day (gpcd). Table No. 6 illustrates the water demand rates used to calculate the water demands for the projected population.

**TABLE NO. 6**  
**2023 DESIGN WATER DEMAND RATES**

<b>Land Use</b>	<b>Maximum Daily Demand Rate</b>	<b>Maximum Hourly Demand Rate</b>
Residential	666 g.p.c.d.	1,078 g.p.c.d.

*g.p.c.d. – gallons per capita per day*

*g.p.a.d. – gallons per acre per day*

*residential peaking factor 1.62*

Table No. 7 summarizes the calculated water demands for year 2023 and 2033, within the City's planning area.

**TABLE NO. 7**  
**WATER DEMANDS**

<b>Water Demand Capacities</b>	<b>Maximum Daily Demand (MGD)</b>	<b>Maximum Hourly Demand (MGD)</b>
2023 Water Demands	3.92	6.34
2033 Water Demands	5.80	9.39
<b>Additional Capacity Required:</b>	<b>1.88</b>	<b>3.05</b>

### H.3.3 Water Supply

The City currently receives treated water supply from the North Texas Municipal Water District (NTMWD) at the East Side Pump Station delivery point located at the southwest corner of the Parker Road and F.M. 1378 intersection. The East Side Pump Station delivery point has capacity to receive up to 3.50 MGD supply rate. It does not have enough capacity to support the additional supply required for the growth within the next ten year period. This site also does not have sufficient area for expansions. Based on the growth projections and the calculated water demands, a second delivery point for water supply will be needed to meet the new water demands. This new delivery point will be the Central Pump Station delivery point. The locations of the existing and proposed delivery points are shown on the Capital Improvement Plan Map included in this report. Table No. 8 summarizes the maximum day supply capacity requirements at each delivery point within the next ten-year impact fee period.



**TABLE NO. 8**  
**WATER SUPPLY**

<b>Water Supply Capacities</b>	<b>East Side Supply (MGD)</b>	<b>Central Supply (MGD)</b>
2023 NTMWD Supply	3.50	0.00
2033 NTMWD Supply	3.50	2.30
<b>Additional Supply Capacity Required:</b>	<b>0.00</b>	<b>2.30</b>

#### H.3.4 Water Distribution System

The City's existing water distribution system can support the water demands applied to the system from the existing residential population. As the City grows within the next ten-year period, additional water distribution system facilities will need to be constructed to support water demand created from new growth. In addition to facilities, the water distribution system will require additional water lines.

The design of the proposed water distribution system is based on three separate demand conditions. The first condition is based on the maximum daily demand. This demand is the rate at which water is supplied and the rate which pump stations must be sized to deliver water to the system. The second condition is the maximum hourly demand rate on the day of maximum demand. Maximum hourly demand rate is used to size distribution lines and to determine the volume of elevated storage. The third condition used is the minimum hourly demand rate on the day of maximum demand. This rate is used to analyze the refill rates of elevated storage tanks. These three demand conditions were modeled over a three-day period with an Extended Period Simulation (EPS) in the hydraulic water model utilizing the InfoWater Pro water model software.

The existing and proposed distribution lines along with facilities are shown on the Capital Improvement Plan Map presented in this section of the Impact Fee Report. Table No. 9 summarizes the maximum hourly demands that the proposed distribution system will need to support.

**TABLE NO. 9**  
**WATER LINE DEMANDS**

<b>Waterline Capacities</b>	<b>Maximum Hourly Demand (MGD)</b>
2023 Waterline Demands	6.34
2033 Waterline Demands	9.39
<b>Addition Waterline Capacity Required:</b>	<b>3.05</b>

#### H.3.5 High Service Pump Stations

The City can meet its pumping system demand requirements with the existing East Side Pump Station. This pump station has a firm pumping capacity of 3.50 MGD with the largest pump on standby to meet the Texas Commission on Environmental Quality (TCEQ) regulations. In order to meet the projected maximum daily demands, a second pump station with an initial firm capacity of 3.0 MGD will be required to be in service to meet the additional maximum daily demands. Table No. 10 summarizes the pump station capacities.

**TABLE NO. 10**  
**PUMP STATIONS**

<b>Pump Station Capacities</b>	<b>East Side Pump Station (MGD)</b>	<b>Central Pump Station (MGD)</b>
2023 Pumping Capacity	3.50	0.00
2033 Pumping Capacity	0.00	3.0
<b>Additional Pumping Capacity Required:</b>	<b>0.00</b>	<b>3.0</b>

#### H.3.6 Ground Storage Reservoirs

Ground Storage within the system is necessary to provide a dependable supply and during periods of interruption in supply. The volume of ground storage was designed for a 6-hour drawdown for the maximum demand pumping. The East Side Pump Station currently has a 200,000-gallon and a 300,000-gallon ground storage reservoir. These two existing reservoirs serve the East Side delivery point and pump station. The new delivery point will require additional ground storage to meet TCEQ

regulations and to provide a dependable supply to the Central Pump Station. Table No. 11 illustrates the ground storage capacity requirements. The ground storage reservoir at the Central Pump Station will need to be constructed congruently with the proposed pump station.

**TABLE NO. 11**  
**GROUND STORAGE RESERVOIR REQUIREMENTS**

<b>Ground Storage Capacities</b>	<b>Ground Storage Added (MG)</b>	<b>Ground Storage Available (MG)</b>
2023 Ground Storage Capacity	0.00	0.50
2033 Ground Storage Capacity	1.0	1.5
<b>Reservoir Capacity Required:</b>	<b>1.0</b>	<b>1.5</b>

### H.3.7 Elevated Storage Tanks

Elevated storage within the system is required by TCEQ to maintain system pressure. In the Parker system, elevated storage is sized to meet the maximum hourly demands working in conjunction with the pump stations, while maintaining system pressures.

The City currently has one 1.0-MG elevated storage tank located on Parker Road, adjacent to City Hall, with a high water level at 800-ft above mean sea level (MSL). Table No. 12 summarizes the elevated storage requirements to meet maximum hourly demand rates within the 10-year study period.

**TABLE NO. 12**  
**ELEVATED STORAGE TANK REQUIREMENTS**

<b>Elevated Storage Capacities</b>	<b>Elevated Storage Added (MG)</b>	<b>Elevated Storage Available (MG)</b>
2023 Elevated Storage Capacities	0.0	1.0
2033 Elevated Storage Capacities	1.0	2.0
<b>Elevated Storage Capacity Required:</b>	<b>1.0</b>	<b>2.0</b>

#### H.4 Facilities – Utilized Capacity

Utilized capacity for the water distribution system was calculated based on the demand required for each model year (2023, 2033 and Buildout). The models of the water distribution system are based on the 72-hour extended period simulation (EPS). Transmission and distribution facilities are sized based on either the maximum hour demand or the minimum hour demand, whichever demand is greater for a particular water line. Often times, the capacity of a water line is determined by the flows generated by the minimum hour demand. The minimum hour flows are usually higher in those lines which are used to refill elevated storage. Table No. 13 below shows the unit flow assumptions used for analysis of each element of the distribution system.

**TABLE NO. 13**  
**WATER DISTRIBUTION SYSTEM ANALYSIS**  
**BASIS OF DEMAND CALCULATION**

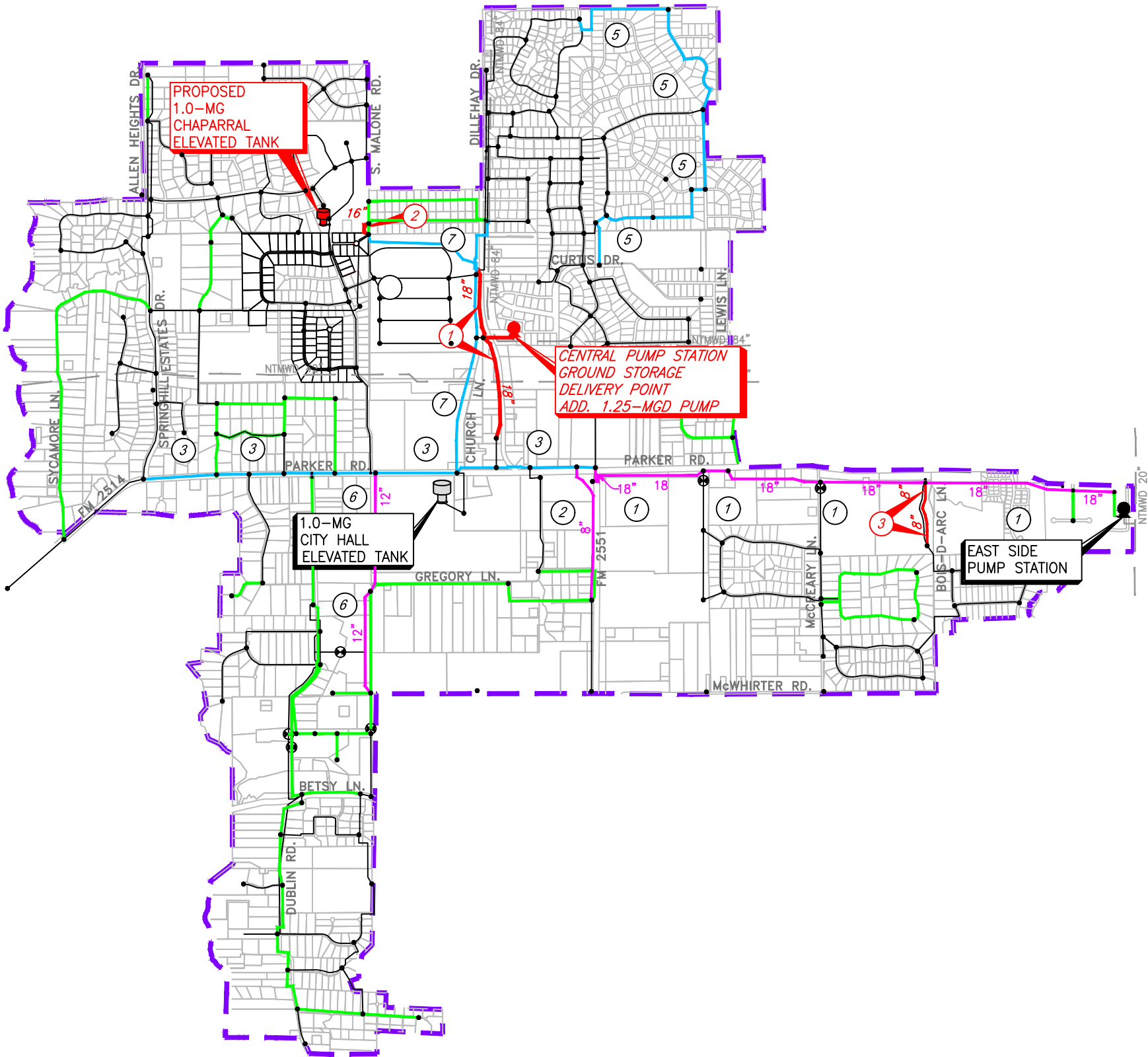
Type of Facilities	Demand Type	Impact Fee Per Capita Use
Pumping	Maximum Day	666 gallons/day
Distribution System	Maximum Hour	1,078 gallons/day
Ground Storage	Maximum Day x 6/24 Hours	
Elevated Storage	Maximum Hour - Maximum Day x 6/24 Hours	

For each line segment in the water distribution model, the build-out flow rate in any given line was compared to the flow rate in the same line for the 2023 and the 2033 models. The utilized capacity was then calculated for each year based on the build-out being 100% capacity. The utilized capacity during the Impact Fee period is the difference between the year 2023 percent utilized and the year 2033 percent utilized. The utilized capacity for each water distribution facility, both existing and proposed, is presented in the Impact Fee Capacity Calculation Tables provided in Appendix A. Table No. 14 summarizes the project cost and utilized cost over the impact fee period of 2023 - 2033 for each element of the Water Distribution System.



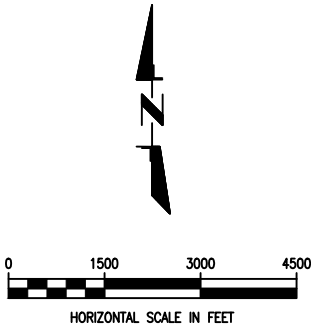


WATER DISTRIBUTION SYSTEM  
2023-2033 WATER IMPACT FEE  
CAPITAL IMPROVEMENT PLAN  
AND RECOVERY WATERLINE MAP



LEGEND

- PLANNING AREA BOUNDARY
- EXISTING WATER LINE (NO IMPACT FEE)
- EXISTING WATER LINE (IMPACT FEE)
- PROPOSED WATER LINE (IMPACT FEE)
- CITY PARTICIPATED IN OVERSIZE COST (IMPACT FEE)
- CITY PURCHASED FROM PECAN ORCHARD (IMPACT FEE)
- EXISTING NTMWD SUPPLY LINE
- EXISTING PUMP STATION
- PROPOSED PUMP STATION
- EXISTING ELEVATED STORAGE TANK
- EXISTING PRESSURE REDUCING VALVE
- PROPOSED PRESSURE REDUCING VALVE
- EXISTING WATER LINE (IMPACT FEE)
- PROPOSED WATER LINE PROJECTS



BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
DALLAS, TEXAS  
OCTOBER, 2023

## H.6 Capital Improvement Plan Cost

In order to meet the demands of the anticipated growth over the next 10-years, certain water distribution system improvements are required. These recommended improvements form the basis for the Water Distribution System Impact Fee Calculation and totals \$13,916,225. Adding the cost of financing brings the total 10-year Water Distribution System Capital Improvement cost to \$22,321,381. Table No. 16 represents a summary of the existing and proposed facilities capital costs within the planning period.

The existing facilities that were determined to be impact fee eligible due to available capacity that can be utilized to support growth were included in the impact fee calculations. The actual cost of construction for these facilities were used in the calculations when known. Existing eligible infrastructure without available project costs were estimated based on average unit cost.

The average unit cost for the proposed capital improvement projects and the existing facilities was derived from a limited survey of projects, which bid recently, plus an estimated cost for engineering, easements and debt service. The cost and the utilized capacity of the proposed water lines, pump stations, ground storage reservoirs elevated storage tanks and existing facility proposed improvements during the impact fee period are included in Table No. 15.

**TABLE No. 14**  
**CITY OF PARKER, TEXAS**  
**2023 IMPACT FEE**  
**WATER DISTRIBUTION SYSTEM**  
**10-YEAR CAPITAL IMPROVEMENT PLAN**

**PROPOSED WATER LINES**

Project No. <sup>(3)</sup>	Project	Size	Opinion of Project Cost <sup>(1)</sup>	Debt Service <sup>(2)</sup>	Total Project Cost
1	Dillehay Drive 18-Inch Water Line	18"	\$ 1,546,875	\$ 935,630	\$ 2,482,505
2	Chaparral Elevated Storage Tank 16-Inch Water Line	16"	\$ 96,250	\$ 58,217	\$ 154,467
3	Bois-D-Arc Lane 8-Inch Water Line	8"	\$ 317,300	\$ 191,919	\$ 509,219
<b>Subtotal: Proposed Water Lines</b>			<b>\$ 1,960,425</b>	<b>\$ 1,185,766</b>	<b>\$ 3,146,191</b>

**SUPPLY, PUMPING, STORAGE FACILITIES AND FACILITY IMPROVEMENTS**

Project No. <sup>(4)</sup>	Project	Capacity	Opinion of Project Cost <sup>(1)</sup>	Debt Service <sup>(2)</sup>	Total Project Cost
4	Central Pump Station - 1.75 MGD P.S.	1.75 MGD	\$ 4,391,800	\$ 2,656,388	\$ 7,048,188
5	Central Pump Station - 1.0 MG G.S.R.	0.75 MG	\$ 1,160,000	\$ 701,628	\$ 1,861,628
6	NTMWD Delivery Point No. 2	5 MGD	\$ 1,320,000	\$ 798,404	\$ 2,118,404
7	Chaparral 1.0-MG Elevated Storage Tank	1 MG	\$ 4,920,000	\$ 2,975,871	\$ 7,895,871
8	Additional 1.25-MGD Pump at Central Pump Station		\$ 144,000	\$ 87,099	\$ 231,099
<b>Subtotal, Supply, Pumping and Storage Facilities:</b>			<b>\$ 11,935,800</b>	<b>\$ 7,219,390</b>	<b>\$ 19,155,190</b>

**PLANNING EXPENSES**

Project No.	Project	Opinion of Cost (1)(b)	Debt Service <sup>(2)</sup>	Total Project Cost
	Water Impact Fee	\$ 20,000	\$ -	\$ 20,000
<b>Subtotal, Planning Expenses:</b>		<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>
<b>Water Distribution System CIP Grand Total:</b>		<b>\$ 13,916,225</b>	<b>\$ 8,405,156</b>	<b>\$ 22,321,381</b>

**Notes:**

- (1) Opinion of Project Cost includes:
  - a) Engineer's Opinion of Construction Cost
  - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
  - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%

**H.7 Utilized Capacity Costs**

**TABLE NO. 15**  
**SUMMARY OF ELIGIBLE CAPITAL COST & UTILIZED CAPACITY COST**

<b>Water System</b>	<b>Total Capital Cost (\$)</b>	<b>Total 20-Year Project Cost (\$)</b>	<b>Utilized Capacity During Fee Period (\$)</b>
Existing Water Lines	\$ 2,259,443	\$ 3,580,694	\$ 287,912
Existing Water Facilities	\$ 3,494,971	\$ 5,511,919	\$ 1,322,514
<b>Existing Water System Subtotal:</b>	<b>\$ 5,754,414</b>	<b>\$ 9,092,613</b>	<b>\$ 1,610,426</b>
Proposed Water Lines	\$ 1,960,425	\$ 3,146,191	\$ 1,842,802
Proposed Water Facilities	\$ 11,935,800	\$ 19,155,189	\$ 15,314,320
Impact Fee Expenses	\$ 20,000	\$ 20,000	\$ 20,000
<b>Proposed Water System Subtotal:</b>	<b>\$ 13,916,225</b>	<b>\$ 22,321,380</b>	<b>\$ 17,177,122</b>
<b>TOTAL:</b>	<b>\$ 19,670,639</b>	<b>\$ 31,413,993</b>	<b>\$ 18,787,548</b>



## I. CALCULATION OF MAXIMUM WATER IMPACT FEES

The maximum impact fees for the water distribution system is calculated by dividing the cost of the capital improvements or facility expansions necessitated and attributable to new development in the service area within the 10-year period by the number of living units anticipated to be added to the City within the 10-year period as shown on Table No. 16. The calculations are shown below.

**TABLE NO. 16**  
**MAXIMUM ALLOWABLE WATER IMPACT FEE**

<b>Maximum Water Impact Fee</b>	=	$\frac{\text{Eligible Existing Utilized Cost} + \text{Eligible Proposed Utilized Cost}}{\text{Number of New Living Unit Equivalent over the Next 10 Years}}$	
	=	$\frac{\$1,610,426 + \$17,177,122}{1,136}$	$\frac{\$18,787,548}{1,136}$
<b>Maximum Impact Fee</b>	=	<b><u>\$16,538.33</u></b>	
<b>Allowable Maximum Water Impact Fee: (Max Impact Fee x 50% )*</b>	=		<b><u><u>\$8,269.17</u></u></b>
<i>* Maximum allowable impact fee is 50% of the maximum calculated impact fee per Chapter 395 LGC</i>			

Based on the Maximum Impact Fee Calculation for Water, Table No. 17 calculates the maximum impact fee for the various sizes of water meters.

**TABLE NO. 17**  
**ALLOWABLE MAXIMUM FEE PER LIVING UNIT EQUIVALENT**  
**AND**  
**PER METER SIZE AND TYPE**

**50% Max . Water Impact fee /LUE** **\$ 8,269.17**

Typical Land Use	Meter Type	Meter Size	LUE	Maximum Water Impact Fee	
Single Family Residential	Simple	1"	1	\$	8,269.17
Single Family Residential	Simple	2"	4	\$	33,076.67

***APPENDIX  
WATER IMPACT FEE UTILIZED  
CAPACITY TABLES***

**TABLE NO. 19**  
**CITY OF PARKER, TEXAS**  
**2023 WATER SYSTEM IMPACT FEE STUDY**  
**EXISTING WATER LINES**

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(%) Utilized Capacity			(\$ ) Utilized Capacity		
								2023	2033	During Fee Period	2023	2033	During Fee Period
1 - Parker Road 12 & 18-Inch Water Line (East Side P.S. to F.M. 2551)													
P-1078	358	12	0	\$61.79	\$22,119	\$13,379	\$35,498	68%	72%	4%	\$24,139	\$25,559	\$1,420
P-1084	2,615	12	0	\$61.79	\$161,569	\$97,726	\$259,295	68%	72%	4%	\$176,321	\$186,692	\$10,372
P-1271	7,903	18	0	\$61.79	\$488,292	\$295,344	\$783,636	100%	100%	0%	\$783,636	\$783,636	\$0
P-1289	2,072	18	0	\$61.79	\$128,020	\$77,433	\$205,453	100%	100%	0%	\$205,453	\$205,453	\$0
Subtotal:	12,948				\$800,000	\$483,881	\$1,283,881				\$1,189,549	\$1,201,340	\$11,792
2 - F.M. 2551 8-Inch Water Line													
P-1035	3,315	8	0	\$77.08	\$255,515	\$154,549	\$410,063	79%	85%	6%	\$323,950	\$348,554	\$24,604
Subtotal:	3,315				\$255,515	\$154,549	\$410,063				\$323,950	\$348,554	\$24,604
3 - Parker Road 12-Inch Water Line (F.M. 2551 to Springhill Estates Drive)													
P-1068	1,989	12	0	\$30.00	\$59,670	\$36,092	\$95,762	100%	100%	0%	\$95,762	\$95,762	\$0
P-1069	585	12	0	\$30.00	\$17,550	\$10,615	\$28,165	100%	100%	0%	\$28,165	\$28,165	\$0
P-1070	1,008	12	0	\$30.00	\$30,240	\$18,291	\$48,531	100%	100%	0%	\$48,531	\$48,531	\$0
P-1071	560	12	0	\$30.00	\$16,800	\$10,162	\$26,962	100%	100%	0%	\$26,962	\$26,962	\$0
P-1072	645	12	0	\$30.00	\$19,350	\$11,704	\$31,054	100%	100%	0%	\$31,054	\$31,054	\$0
P-1073	1,009	12	0	\$30.00	\$30,270	\$18,309	\$48,579	100%	100%	0%	\$48,579	\$48,579	\$0
P-1074	944	12	0	\$30.00	\$28,320	\$17,129	\$45,449	96%	100%	4%	\$43,631	\$45,449	\$1,818
P-1075	812	12	0	\$30.00	\$24,360	\$14,734	\$39,094	100%	100%	0%	\$39,094	\$39,094	\$0
P-1076	953	12	0	\$30.00	\$28,590	\$17,293	\$45,883	100%	100%	0%	\$45,883	\$45,883	\$0
P-1077	596	12	0	\$30.00	\$17,880	\$10,815	\$28,695	100%	100%	0%	\$28,695	\$28,695	\$0
P-1178	1,927	12	0	\$30.00	\$57,810	\$34,966	\$92,776	77%	94%	17%	\$71,438	\$87,210	\$15,772
Subtotal:	11,028				\$330,840	\$200,109	\$530,949				\$507,794	\$525,384	\$17,590
4 - Chaparral Elevated Storage Tank 16-Inch Water Line													
P-1260	2,956	16	0	\$33.83	\$100,000	\$60,485	\$160,485	7%	71%	64%	\$11,234	\$113,944	\$102,711
Subtotal:	2,956				\$100,000	\$60,485	\$160,485				\$11,234	\$113,944	\$102,711
5 - Muddy Creek 12-Inch Water Line													
P-1169	2,780	12	0	\$30.00	\$83,400	\$50,445	\$133,845	100%	100%	0%	\$133,845	\$133,845	\$0
P-1170	3,035	12	0	\$30.00	\$91,050	\$55,072	\$146,122	35%	39%	4%	\$51,143	\$56,987	\$5,845
P-1171	1,890	12	0	\$30.00	\$56,700	\$34,295	\$90,995	100%	100%	0%	\$90,995	\$90,995	\$0
P-1176	325	12	0	\$30.00	\$9,750	\$5,897	\$15,647	100%	100%	0%	\$15,647	\$15,647	\$0
P-1280	1,570	12	0	\$30.00	\$47,100	\$28,489	\$75,589	70%	70%	0%	\$52,912	\$52,912	\$0
P-1317	3,350	12	0	\$30.00	\$100,500	\$60,788	\$161,288	100%	100%	0%	\$161,288	\$161,288	\$0
P-1319	320	12	0	\$30.00	\$9,600	\$5,807	\$15,407	100%	100%	0%	\$15,407	\$15,407	\$0
P-1321	990	12	0	\$30.00	\$29,700	\$17,964	\$47,664	54%	54%	0%	\$25,739	\$25,739	\$0
Subtotal:	14,260				\$427,800	\$258,756	\$686,556				\$546,976	\$552,820	\$5,845



**TABLE NO. 19**  
**CITY OF PARKER, TEXAS**  
**2023 WATER SYSTEM IMPACT FEE STUDY**  
**EXISTING WATER LINES**

Pipe Number	Length (Ft.)	Diameter (Inches)	Date of Const.	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(%) Utilized Capacity			(\$) Utilized Capacity		
								2023	2033	During Fee Period	2023	2033	During Fee Period
6 - 2009 12-Inch Water Line Phase-2													
P-1181	2,419	12	2009	\$50.43	\$121,996	\$73,789	\$195,785	52%	81%	29%	\$101,808	\$158,586	\$56,778
P-1254	2,940	12		\$50.43	\$148,271	\$89,682	\$237,953	72%	100%	28%	\$171,326	\$237,953	\$66,627
Subtotal:	5,359				\$270,267	\$163,471	\$433,738				\$273,134	\$396,539	\$123,405
7 - Church Road Waterline													
P-1080	3,124	12	2002	\$15.72	\$49,113	\$0	\$49,113	96%	100%	4%	\$47,148	\$49,113	\$1,965
P-1220	1,648	12		\$15.72	\$25,908	\$0	\$25,908	100%	100%	0%	\$25,908	\$25,908	\$0
Subtotal:	4,772				\$75,021	\$0	\$75,021				\$73,056	\$75,021	\$1,965
Total:	54,638				\$2,259,443	\$1,321,251	\$3,580,694				\$2,925,693	\$3,213,602	\$287,912

**TABLE NO. 20**  
**CITY OF PARKER, TEXAS**  
**2023 WATER DISTRIBUTION IMPACT FEE STUDY**  
**EXISTING WATER SUPPLY, PUMPING AND STORAGE FACILITIES**

Pump Station Improvements	Year Const.	Capacity	Units	Pump Station Cost (\$)					Capacity Utilized (%)			Capacity Utilized (\$)		
				Construction Cost (\$)	Engineering, Testing and Property Acquisition	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Yr. Project Cost (\$)	2023	2033	In The CRF Period	2023	2033	In The CRF Period
Existing Pump Stations, Ground Storage, and Elevated Storage Facilities														
Facilities & Water Line Purchase From Pecan Orchard	1988	-----	-----	\$196,000	\$0	Special	\$21,560	\$217,560	68%	72%	4%	\$147,941	\$156,643	\$8,702
East Side Pump Station Improvements	2003	3.60	MGD	\$396,700	\$79,340	5%	\$287,934	\$763,974	100%	100%	0%	\$763,974	\$763,974	\$0
City Hall Elevated Storage Tank	2011	1.0	MG	\$2,352,442	\$470,488	5%	\$1,707,455	\$4,530,385	61%	90%	29%	\$2,763,535	\$4,077,347	\$1,313,812
Existing Facilities Total:				\$2,945,142	\$549,828		\$2,016,948	\$5,511,919				\$3,675,449	\$4,997,964	\$1,322,514

**TABLE NO. 21**  
**CITY OF PARKER, TEXAS**  
**2023 WATER SYSTEM IMPACT FEE STUDY**  
**PROPOSED WATER LINES**

*\*\* Average Unit costs are based in 2023 dollars unless otherwise indicated and includes 20% for engineering and easen*

Pipe Number	Length (Ft.)	Diameter (Inches)	Avg. Unit Cost (\$/Ft.)	Construction Cost (\$)	20 Year Debt Service @ 5% Simple Interest	Total 20 Year Project Cost (\$)	(% ) Utilized Capacity			(\$ ) Utilized Capacity			
							2023	2023	During Fee Period	2023	2023	During Fee Period	
1 - Dillehay Drive 18-Inch Water Line													
This project begins at the proposed Central Pump Station and bears north and south. The northern segment terminates near Kara Lane approximately 1,500 feet south of Chapparral while the southern segment continues to just south of Lindsey Lane approximately 2,000 feet north of Parker Road.													
2	P-1252	2,490	18"	\$375.00	\$933,750	\$564,780	\$1,498,530	0.0%	91.0%	91.0%	\$0	\$1,363,663	\$1,363,663
2	P-1253	1,635	18"	\$375.00	\$613,125	\$370,850	\$983,975	0.0%	24.0%	24.0%	\$0	\$236,154	\$236,154
Subtotal:		4,125			\$1,546,875	\$935,630	\$2,482,505				\$0	\$1,599,817	\$1,599,817
2 - Chaparral Elevated Storage Tank 16-Inch Water Line													
This water line begins at the proposed Chaparral Elevated Storage Tank and continues northerly connecting to the existing 16-inch water line at the intersection of Malone Drive and Nestledown Road.													
2	P-1191	385	16"	\$250.00	\$96,250	\$58,217	\$154,467	0.0%	65.0%	65.0%	\$0	\$100,404	\$100,404
Subtotal:		385			\$96,250	\$58,217	\$154,467				\$0	\$100,404	\$100,404
3 - Bois-D-Arc Lane 8-Inch Water Line													
The water line begins at a point for connection to the existing 18-inch Parker Road Water Line and continues southerly connecting to the existing 8-inch water line south of Bois-D-Arc Lane.													
2	P-1157	1,670	8"	\$190.00	\$317,300	\$191,919	\$509,219	0.0%	28.0%	28.0%	\$0	\$142,581	\$142,581
Subtotal:		1,670			\$317,300	\$191,919	\$509,219				\$0	\$142,581	\$142,581
CIP Total:		6,180			\$1,960,425	\$1,185,766	\$3,146,191				\$0	\$1,842,802	\$1,842,802

1 - City Participate in Cost Oversize

2 - City Initiated & Funded

**TABLE NO. 22**  
**CITY OF PARKER, TEXAS**  
**2023 WATER DISTRIBUTION IMPACT FEE STUDY**  
**PROPOSED WATER FACILITIES**

Facility Improvements		Projected Capacity	Units	Water Facilities Cost (\$)					Capacity Utilized (%)			Capacity Utilized (\$)		
				Capital Cost (\$)	Engineering, Testing and Property Acquisition 20% (\$)	Opinion of Project Total Cost (\$)	20 Year Debt Service Utilizing 5% Simple Interest (\$)	Total 20 Yr. Project Cost (\$)	2023	2033	In The CRF Period	2023	2033	In The CRF Period
Proposed Pump Stations, Ground Storage, and Elevated Storage Facilities														
8.	Central Pump Station - 1.75 MGD P.S.	1.75	MGD	\$4,391,800	\$0	\$4,391,800	\$2,656,388	\$7,048,188	0.0%	73.0%	73.0%	\$0	\$5,145,177	\$5,145,177
9.	Central Pump Station - 1.0 MG G.S.R.	0.75	MG	\$1,160,000	\$0	\$1,160,000	\$701,628	\$1,861,628	0.0%	73.0%	73.0%	\$0	\$1,358,988	\$1,358,988
10.	NTMWD Delivery Point No. 2	5.0	MGD	\$1,100,000	\$220,000	\$1,320,000	\$798,404	\$2,118,404	0.0%	73.0%	73.0%	\$0	\$1,546,435	\$1,546,435
11.	Chaparral 1.0-MG Elevated Storage Tank	1.0	MG	\$4,100,000	\$820,000	\$4,920,000	\$2,975,871	\$7,895,871	0.0%	89.8%	89.8%	\$0	\$7,086,544	\$7,086,544
12.	Additional 1.25-MGD Pump at Central Pump Station	1.25	MGD	\$120,000	\$24,000	\$144,000	\$87,099	\$231,099	0.0%	76.7%	76.7%	\$0	\$177,176	\$177,176
Proposed Facility Total:				\$10,871,800	\$1,064,000	\$11,935,800	\$7,219,389	\$19,155,189					\$15,314,320	\$15,314,320





**2023 - 2033**  
**WATER IMPACT FEE STUDY**

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**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
*PROFFESIONAL ENGINEERS*  
*DALLAS, TEXAS*  
*(214) 361-7900*

October 2023





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: Luke B. Olson
Estimated Cost:	Date Prepared: December 11, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Revised Schedule</a></li> <li>2. <a href="#">Water and Impact Fee Advisory Committee Recommendation Letter</a></li> <li>3. <a href="#">Land Use Assumptions Report</a></li> <li>4. <a href="#">Water C.I.P. Information</a></li> <li>5. <a href="#">Parker Impact Fee Report</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ADOPTION OF LAND USE ASSUMPTIONS, WATER CAPITAL IMPROVEMENTS PLAN (CIP), AND IMPACT FEES AND UPDATE THE CITY OF PARKER CODE OF ORDINANCES SECTIONS 51.85 – 51.99 ACCORDINGLY.

### SUMMARY

The City adopted the current Water Impact Fees in accordance with Texas Local Government Code Chapter 395 in January 2017 as codified by Parker Code of Ordinances Sections 51.85 – 51.99. Texas Local Government Code Sec. 395.052 requires the governing body's periodic review of land use assumptions and/or CIP every 5 years even though the term of the CIP runs for 10 years from adoption.

In accordance with Chapter 395, the City of Parker has retained Birkhoff, Hendricks & Carter, LLP to provide the updates to the Land Use Assumptions and CIP and facilitate the review and presentation to the CIAC and Council and prepare a report reflecting the above information.

The Land Use Assumptions have not substantially changed since 2016 and the CIAC recommends the continued use, without revision, of the Land Use Assumptions that were adopted in 2017. In addition, the Water Impact Fee Capital Improvements Plan ("CIP") has changed only to the extent current costs have increased. The impact fee calculation is based upon the CIP cost increases.

The public hearing required by Chapter 395 is the item previous to this item. The City Council may adopt the continued use of the Land Use Assumptions, the updated Water Impact Fee CIP, and updated impact fees at the conclusions of the public hearing but must take action within 30 days of today's date.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023





## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Attorney Stanphill City Administrator Olson
Estimated Cost:	Date Prepared:	December 7, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance</a></li> <li>2. <a href="#">Development Application</a></li> <li>3. <a href="#">Sec. 212.0081. REQUIRED APPLICATION MATERIALS.</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 859 ADOPTING A DEVELOPMENT APPLICATION, CHECKLIST, AND PROCESS TO BE ADMINISTERED, MAINTAINED, AND UPDATED BY THE CITY ADMINISTRATOR AND/OR DIRECTOR OF PUBLIC WORKS AND POSTED ON THE CITY OF PARKER WEBSITE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

### SUMMARY

The most recent amendments to Chapter 212 of the Texas Local Government Code required by H.B. No. 3699, effective September 1, 2023, created a new Section 212.0081 which requires that each municipality make available to the public a complete, written list of all documentation and other information that the municipality requires to be submitted with a plat application; and provides that an application submitted to the municipal authority responsible for approving plats that contains all documents and other information on the list is considered complete. In addition, the City must post this application and checklist on its website no later than 1/1/24 and any updates thereto within 30 days of that update.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023

**ORDINANCE NO. 859**  
*(Development Application, Checklist & Process)*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ADOPTING A DEVELOPMENT APPLICATION, CHECKLIST, AND PROCESS TO BE ADMINISTERED, MAINTAINED, AND UPDATED BY THE CITY ADMINISTRATOR AND/OR DIRECTOR OF PUBLIC WORKS AND POSTED ON THE CITY OF PARKER WEBSITE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the most recent amendments to Chapter 212 of the Texas Local Government Code required by H.B. No. 3699, effective September 1, 2023 (“Effective Date”), created a new Section 212.0081 which requires that each municipality make available to the public a complete, written list of all documentation and other information that the municipality requires to be submitted with a plat application; and provides that an application submitted to the municipal authority responsible for approving plats that contains all documents and other information on the list is considered complete; and

**WHEREAS**, Section 212.0081 requires a municipality that operates an Internet website shall publish and continuously maintain the list described above on the Internet website not later than the 30th day after the date the municipality adopts or amends the list; and

**WHEREAS**, H.B. No. 3699 Section 13 requires each municipality adopt and publish the list described by Section 212.0081, Texas Local Government Code as soon as practicable after the Effective Date, but not later than January 1, 2024; and

**WHEREAS**, Section 155.025(D) of the Subdivision Regulations of the City of Parker Code of Ordinances provides that the City Administrator may establish procedures, forms, and standards with regard to the content, format, and number of copies of information constituting an application for a plat, replat, vacation of plat, final plat, or as-built plat plans; and

**WHEREAS**, in order comply with the requirements of Section 212.0081 of Chapter 212 of the Texas Local Government Code, the Parker City Council adopts the updated Development Application and Checklist attached hereto as Exhibit A; and

**WHEREAS**, the City Administrator and/or the Director of Public Works are authorized to administer, maintain, and update the Development Application and Checklist; and

**WHEREAS**, the Development Application and Checklist shall be posted on the City of Parker website not later than January 1, 2024, and updates thereto shall be posted as soon as practical, but not more than 30 days after the updates are made.

Ordinance No. 859  
*(Development Application & Checklist)*

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

**SECTION 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

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. ENACTMENT**

The City Council hereby adopts this Ordinance authorizing the updated Development Application and Checklist, the initial form of which is reflected in Attachment A attached hereto and made a part hereof for all intents and purposes, that shall be administered, maintained, updated, by the City Administrator and/or the Director of Public Works and published to the City of Parker website.

**SECTION 3. REPEALER**

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. SEVERABILITY**

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. PROPER NOTICE AND MEETING**

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. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 19<sup>th</sup> DAY OF DECEMBER 2023.**

APPROVED:  
CITY OF PARKER

\_\_\_\_\_  
Lee Pettle, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amy J. Stanphill, City Attorney



**ATTACHMENT A  
DEVELOPMENT APPLICATION & CHECKLIST**

Proposed



## DEVELOPMENT APPLICATION

### City of Parker, Texas

Proposed Name of Subdivision: \_\_\_\_\_

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

Physical Location of Property: \_\_\_\_\_  
 (Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bound description to application):

\_\_\_\_\_  
 (Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: \_\_\_\_\_ Existing # of Lots/Tracts: \_\_\_\_\_ Existing Zoning: \_\_\_\_\_  
 (If a PD, include the Ordinance with application)

Property Owner's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Applicant/Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineering Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

STATE OF TEXAS ) (

COUNTY OF COLLIN ) (

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

\_\_\_\_\_  
 Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of Texas: \_\_\_\_\_

**SUBMITTAL DEADLINES:** In accordance with the most recent Plat Submittal Calendar posted on the City of Parker Website.

**SUBMISSIONS.** Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in an incomplete application. Submit twelve (12) FOLDED to 8 ½" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in .jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer.

**ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA.** It is the applicant's responsibility to be familiar with and to comply with the requirements of this application and checklist as well as the City of Parker, Texas Code of Ordinances, Chapter 155, Subdivision Regulations ("Subdivision Regulations"). (.

**NOTICE OF PUBLIC RECORDS:** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

**SUBMITTAL FEES:** All fees are due and payable at the time of application, except inspection and/or engineering fees, which are due at the time of preconstruction conference contemplated by §155.046 of the Subdivision Regulations. No construction shall take place prior to the preconstruction conference, g submission of certified construction cost bid(s) by the contractor(s) and Owner, and satisfaction of the remaining requirements of §155.046. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

***City Contact Information:***

**Public Workers Director  
City of Parker, Texas  
5700 E. Parker Road \* Parker, Texas 75002  
Phone 972-442-6811 \* Fax 972-442-2894 \* [www.parkertexas.us](http://www.parkertexas.us)**

OFFICE USE ONLY This submittal meets the City of Parker's requirements per City ordinances for processing.

Signature \_\_\_\_\_

Title \_\_\_\_\_

**OFFICIAL SUBMISSION DATE**

Fees Paid \_\_\$\_\_\_\_\_ Check # \_\_\_\_\_ From : \_\_\_\_\_

P&Z Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_ CC Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Staff Comments forwarded to applicant on: \_\_\_\_\_ Revisions Due no later than: \_\_\_\_\_

Plans routed for review on \_\_\_\_\_, to:

- ☐ Public Works Director
- ☐ City Engineer
- ☐ Building Official
- ☐ Fire Department
- ☐ Police Department

Public Hearing Required: ☐ Yes ☐ No

Paper Notice \_\_\_\_\_ (date)

Written Notice \_\_\_\_\_ (date)

**SUBMITTAL REQUIREMENTS:**

Failure to submit all materials to the City with complete application will result in delays scheduling the agenda date.

- ☐ Five (5) FOLDED copies of drawing(s) 24" X 36" [1"=100' scale]
- ☐ Twelve (12) FOLDED 11 X 17
- ☐ Three (3) Complete Engineering Plans
- ☐ Three (3) General Tree Survey
- ☐ Property Metes and Bounds on 8 ½ X 11 Sheet
- ☐ Proof of Ownership (Warranty Deed or Tax Certificate)
- ☐ Power of Attorney

The face of the plat shall show the following:

- ☐ Date of preparation
- ☐ Scale of plat
- ☐ North arrow
- ☐ Name and address of:
  - o Applicant
  - o Engineer or Surveyor responsible for preparation of plat
- ☐ Survey and abstract with tract designation
- ☐ Location of major and/or secondary thoroughfares located with or adjacent to the property.
- ☐ Location of existing or platted streets within and adjacent to the existing property
- ☐ Location of existing right-of-ways, utility and/or drainage easements.
- ☐ Vicinity map showing location of tracts by reference to existing streets or highways.
- ☐ Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the subdivision. The subdivision boundary shall be construed to include the part of adjacent boundary streets which were previously established by dedication or purchase from the tract being subdivided.
- ☐ Legal description of the property to be subdivided, and metes and bounds description of the subdivision perimeter.
- ☐ Primary control points or descriptions, and ties to such control points to which all dimensions, angels, bearings, block numbers and similar data shall be referred.
- ☐ Names of the owners of contiguous parcels of un-subdivided land, and names of contiguous subdivisions and the County Recorder's book and page number thereof, and the lot patterns of these subdivisions.
- ☐ Location of the city limits lines, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, or form part of the boundary of the subdivision, or are contiguous to such boundary.
- ☐ If there is no adjacent subdivision, a map on a small scale shall be included with the preliminary plan, and oriented the same way, to show the nearest subdivision in each direction; it shall show how the streets, alleys, or highways in the subdivision submitted may connect with those in the nearest subdivision, if situated within two thousand (2,000) feet of the proposed subdivision.
- ☐ All other data required by the City of Parker, Texas Code of Ordinances Chapter 155, Subdivision Regulations, available for view at <https://www.parkertexas.us> .





RE: Street Names

New street names must be submitted and approved by the US Post Office in order to avoid any duplicates in the 75002, 75094 and 75098 zip code areas.

US Post Office – District Office in Coppell  
450 S DENTON TAP RD  
COPPELL, TX 75019-9998  
1-800-ASK-USPS® (800-275-8777)  
Phone 972-745-3221  
Fax 972-304-8482  
TTY 877-889-2457

The City of Parker must receive the USPS confirmation prior to final plat.

Sec. 212.0081. REQUIRED APPLICATION MATERIALS. (a) Each municipality to which this subchapter applies shall adopt and make available to the public a complete, written list of all documentation and other information that the municipality requires to be submitted with a plat application. The required documentation and other information must be related to a requirement authorized under this subchapter.

(b) An application submitted to the municipal authority responsible for approving plats that contains all documents and other information on the list provided under Subsection (a) is considered complete.

(c) A municipality that operates an Internet website shall publish and continuously maintain the list described by Subsection (a) on the Internet website not later than the 30th day after the date the municipality adopts or amends the list.

(d) A municipality that does not operate an Internet website shall publish the list described by Subsection (a) on adoption of the list or an amendment to the list in:

(1) a newspaper of general circulation in the municipality; and

(2) a public place in the location in which the governing body of the municipality meets.

Added by Acts 2023, 88th Leg., R.S., Ch. 1125 (H.B. [3699](#)), Sec. 7, eff. September 1, 2023.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	ACA/CS Scott Grey for Public Prepared by: Works Director Machado & City Administrator Olson
Estimated Cost:	Date Prepared: November 30, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. Proposed Services Agreement</li> <li>2. Proposed Ord No. 860 authorizing execution of the MSA</li> <li>3. Final Plat Approval Letter</li> <li>4. Final Plat Application</li> <li>5. Final Plat Ph 5</li> <li>6. Annexation Application (which is an exhibit to the MSA and the Ordinances. The metes and bounds, and map are Exhibit A.1)</li> <li>7. Notice of Public Hearing</li> <li>8. Proposed Ord. No. 861 Annexation</li> <li>9. Development Agreement (zoning in Article II, Section 5, and on Exhibit C, SFT 2007)</li> <li>10. 1<sup>st</sup> Amendment to Development Agreement</li> <li>11. 2<sup>nd</sup> Amendment to Development Agreement</li> </ol>

### AGENDA SUBJECT

#### KINGS CROSSING PHASE 5:

CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 5 FINAL PLAT.

PROPOSED KINGS CROSSING PHASE 5 SERVICE AGREEMENT

PUBLIC HEARING KINGS CROSSING PHASE 5 ANNEXATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 2023-860 AUTHORIZING EXECUTION OF KINGS CROSSING PHASE 5 SERVICE AGREEMENT, ORDINANCE NO. 2023-861 ANNEXING APPROXIMATELY 49.585 ACRES INTO THE CITY LIMITS (THE KINGS CROSSING PHASE 5 ANNEXATION).

### SUMMARY

Please review the information provided for Kings Crossing Phase 5 Final Plat, 36 Residential Lots, 2 Common Area Lots, being 49.585 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas and the Service Agreement, Public Hearing, and Annexation of Kings Crossing Phase 5 as per Development Agreement.

On December 7, 2023, Planning and Zoning (P&Z) Commission recommended Kings Crossing Phase 5 Final Plat be approved 3-0 {P&Z Chair Wright, Vice Chair Lozano, and Secretary Jeang - Alt. Estabrook and Alt. Ammar were also present}.

### **POSSIBLE ACTION**

Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023



## MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into this 19th day of December 2023 by and between the City of Parker, Texas, a Type-A General Law municipality ("City") and Kings Crossing Five, Ltd. (hereafter "Owner" whether one or more).

### RECITALS:

**WHEREAS**, Section 43.0671 of the Texas Local Government Code ("TLGC") permits the City to annex an area if each owner in the area requests the annexation; and

**WHEREAS**, when the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the property to be annexed on or after the effective date of annexation; and

**WHEREAS**, the Owner has filed a written petition with the City for voluntary annexation of the Property ("Annexation Case"); and

**WHEREAS**, the Owner owns approximately 49.585 acres situated in the Ann S. Hurt Survey, Abstract No. 428 located in the City's extraterritorial jurisdiction, as described in the Application for Annexation and related attachments attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Parker City Council;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services available by any method or means by which the City makes such municipal services available to any other area of the City, including per the City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable City ordinances, rules, regulations, and policies.

**A. Police**

Police protection from City's Police Department shall be provided to the area annexed at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 489 and state and federal law. Some of these services include:

1. Normal patrols and response;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations, and special weapons;  
and
4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

**B. Fire Protection**

The Parker Fire Department will provide emergency and fire prevention services to the annexation area at a level consistent with current methods and procedures presently provided to area of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment, and transport by Advanced Life Support (ALS) fire engine s, trucks, and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

As development commences on the Property, sufficient fire protection, including personnel and equipment will be provided to furnish the Property with the level of fire protection consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, fire protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

### **C. Emergency Medical Service**

The Parker Fire Department will provide the following emergency and safety services to the annexation area at a level consistent with current methods and procedures presently provided to areas of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and
3. Medical rescue services.

As development commences on the Property, sufficient emergency medical service, including personnel and equipment will be provided to furnish the Property with the level of emergency medical service consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, emergency medical service will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

### **D. Solid Waste**

The City of Parker will provide solid waste collection in accordance with the City's contract with the City Solid Waste Collection Contractor.

### **E. Water Service**

The proposed annexation area is located within the City's Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10207 as issued by the Texas Commission on Environmental Quality (TCEQ).

Connections to existing City water distribution mains for water service will be provided in accordance with City of Parker Ordinance 345A, the City's Development Code, associated Water/Wastewater Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance.

As new development occurs within the Property, extensions of water distribution mains if required, cost participation shall be in accordance with the existing at the time City ordinances and policies. Water service capacity shall be provided consistent service to areas of the City having similar characteristics of topography, land use, and population density. The water infrastructure shall be compatible with the City's water master plan.

Operation and maintenance of water facilities and infrastructure that lie within the service area of another water utility will be the responsibility of that utility.

Existing developments, businesses, or homes that are on individual water wells or private water systems will be allowed to remain on those systems until a request for water service is made to the City. The requests for service will be handled in accordance with the applicable utility service line extension and connection policies in place at the time the request for service is received.

#### **F. Wastewater Facilities**

The proposed annexation area is located within the City's Sewer Service Area as defined by CCN Number 21001 as issued by the TCEQ.

As development commences in the annexation area, wastewater service shall be in accordance with the existing at the time City ordinances and policies. If required, City participation in the costs of sanitary sewer main extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

Operation and maintenance of wastewater facilities and infrastructure lying within the service area of another wastewater utility will be the responsibility of that utility. Similarly, operation and maintenance of private wastewater facilities will be the responsibility of the private property owner.

#### **G. Roads and Streets**

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Public Works Director, shall be provided within the Property upon the effective date of the annexation. Routine maintenance will be provided to the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance or otherwise established by the City.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed, when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

**H. Drainage**

Connections to existing City drainage facilities will be provided in accordance with City ordinances existing at the time of the request for connection. Drainage fees will be assessed at the rates established by City ordinance and will be charged on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the developer. Any cost participation shall be in accordance with City ordinance and policies existing at the time of development. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Existing developments, businesses, or homes that are on existing drainage systems will be allowed to continue to remain on those systems until a request for drainage facilities is made to the City. Any requests for City improvements to existing drainage facilities will be handled in accordance with the applicable extension and connection policies currently in place at the time the request for improved drainage facilities is received by the City. These will be ranked in the CIP project matrix, in accordance with the City drainage plan.

**I. Parks, Playgrounds, and Swimming Pools**

Residents of the annexed area may utilize all existing park and recreation facilities as of the effective date of the annexation. Fees for such usage shall be in accordance with the current fees established by ordinance.

Maintenance of public parks, playgrounds, and swimming pools is expressly accepted by the City as publicly owned.

**J. Publicly Owned Facilities**

Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Parker on the effective date of the annexation.

**K. Permitting and Inspections**

Permitting and inspections shall be obtained through the City, as outlined by City ordinance.

**L. Other Services**

Other services that may be provided by the City, such as municipal and general administration, will be made available as of the effective date of the annexation. The City shall provide a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City.



having topography, land use, and population density similar to those reasonably contemplated or projected in the area of the Property.

**4. UNIFORM LEVEL OF SERVICES NOT REQUIRED.** Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.

**5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

**6. EFFECTIVE DATE; TERM.** The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.

**7. VENUE AND GOVERNING LAW.** Venue shall be in the state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

**8. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

**9. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**10. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

**11. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**12. SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

**13. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in

writing by both parties. The parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

**THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ABOVE FIRST WRITTEN.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

## **EXHIBIT A.1**

[Annexation Application, Legal Description  
and Survey of Property]



**ORDINANCE NO. 860*****(Municipal Services Agreement for Kings Crossing Five, Ltd.)***

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.0672, BETWEEN THE CITY OF PARKER AND KINGS CROSSING FIVE, LTD. FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 49.5 ACRES OF LAND REQUESTED BY OWNER TO BE ANNEXED, GENERALLY LOCATED IN THE SURVEY AND ABSTRACT ABS A0428 ANN S HURT SURVEY, WEST OF LEWIS LAINE 2,500 FEET SOUTH OF LUCAS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the applicant Kings Crossing Five, Ltd. (hereafter the “Owner”) has submitted a petition for voluntary annexation of approximately 49.585 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas as described in Exhibit A.1 attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, pursuant to Texas Local Government Code section 43.0672, the City of Parker, Texas (the “City”) must first negotiate a written Services Agreement with the Owner of the real property subject to a petition for voluntary annexation that contains (1) the services that the City will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

**WHEREAS**, the City and Owner have come to an agreement about the provision of services to the Property upon and following the annexation of the Property; and

**WHEREAS**, the City Council of the City of Parker finds it to be in the best interest of the citizens of Parker to enter into a Municipal Services Agreement with the Owner;

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

**Section 1.** The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

**Section 2.** The Municipal Services Agreement (“Agreement”), made in accordance with applicable provisions of state law pertaining to annexation and attached hereto as Exhibit A, is approved.

**Section 3.** The Mayor, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Parker under the Agreement.

**Section 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the



validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

**Section 5.** This Ordinance shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19TH DAY OF DECEMBER 2023.**

\_\_\_\_\_  
Lee Pettle, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amy J. Stanphill, City Attorney

EXHIBIT A  
MUNICIPAL SERVICES AGREEMENT  
KINGS CROSSING FIVE, LTD.

Proposed

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E., R.P.L.S.  
JOE R. CARTER, P.E.  
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.  
CRAIG M. KERKHOFF, P.E., CFM  
JUSTIN R. IVY, P.E.  
COOPER E. REINBOLD, P.E.

December 1, 2023

Mr. Gary Machado  
Director of Publics Works  
5700 East Parker Road  
Parker, Texas 75002

Re: Kings Crossing No. 5

Dear Mr. Machado:

The city approved construction plans for the Kings Crossing No. 5 addition that included paving, drainage and utilities. The developer had their contractors construct the project to the approved plans. We attended the city walk thru of the completed work and developed a punch list of items to be address by the developer and their contractors. On Thursday November 30, 2023, the city confirmed the minor items identified in our November 8<sup>th</sup> letter (punch list items) are now complete and acceptable to the city. Accordingly, this project is recommended for final plat approval by the City.

We are available at your convenience to discuss any questions you may have on our recommendation.

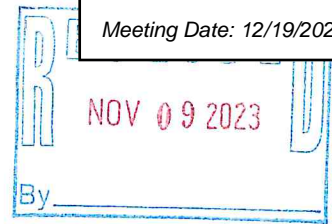
Sincerely,



John W. Birkhoff, P.E.

**KINGS CROSSING FIVE, LTD.**

Meeting Date: 12/19/2023 Item 7.



November 9, 2023

City of Parker  
c/o Mr. Gary Machado  
5700 Parker Rd  
Parker, Texas 75002

Ref: Kings Crossing Phase 5  
Final Plat Application

Dear Gary:

Attached is our Development Application for approval of the Final Plat for Kings Crossing Phase 5.

Please note that the Application Fees are attached and have been calculated below.

<i>Base Fee</i>	<i>\$800</i>
<i>\$30/Acre x 49.5 Acres =</i>	<i><u>\$1,485</u></i>
<i>Application Fee</i>	<i><u>\$2,285</u></i>

We request that the Final plat be placed on the next available P&Z Agenda in November or December.

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

Sincerely,

Preston Walhood

enclosure



## DEVELOPMENT APPLICATION

### City of Parker, Texas

**Proposed Name of Subdivision:** Kings Crossing - Phase 5

Plat Approval Requested	Filing Fee	Filing Fee
<input type="checkbox"/> Preliminary Plat	<u>\$800.00 + \$30/acre</u>	<input checked="" type="checkbox"/> Final Plat
<input type="checkbox"/> Site Plan	<u>\$300.00 + \$25/acre</u>	<input type="checkbox"/> Minor Plat (5 acres or less)
<input type="checkbox"/> Replat/Amended	<u>\$500.00 plus \$15/lot</u>	<input type="checkbox"/> Development Plat
		<u>\$800.00 + \$30/acre = \$2,285</u>
		<u>\$500.00 + \$100/lot</u>
		<u>\$300.00 + \$30/acre</u>

**Physical Location of Property:** North of Middleton Drive, 250' west of Lewis Lane  
 (Address and General Location – Approximate distance to the nearest existing street corner)

Brief Legal description of Property (must attach accurate metes and bound description to application):

ABS A0428 ANN S HURT SURVEY,

(Survey/Abstract No. and Tracts: or platted Subdivision Name with Lot/Block)

Acreage: 49.5 Existing # of Lots/Tracts: 38 lots Existing Zoning: PD  
 (If a PD, include the Ordinance with application)

**Property Owner's Name:** Kings Crossing Five, Ltd Phone Number: 214-368-0238

**Applicant/Contact Person:** Stephen L Sallman Title: Manager

Company Name: Kings Crossing Five, Ltd

Street/Mailing Address: 4040 North Central Expressway, Suite 850 City: Dallas State: TX Zip: 75204

Phone: 214-368-0238 Fax: \_\_\_\_\_ Email Address: ssallman@warnergroup.com and pwahood@warnergroup.com

**Engineering Company:** Petit - ECD

Contact Person: Ryan King, PE Title: Engineer

Street/Mailing Address: 201 Windco Circle STE 100 City: Wylie State: TX Zip: 75098

Phone: 972-941-8400 Fax: \_\_\_\_\_ Email Address: ryan@petitt-eed.com

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

STATE OF TEXAS )(

COUNTY OF COLLIN )(

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

\_\_\_\_\_  
 Owner / Agent (circle one)

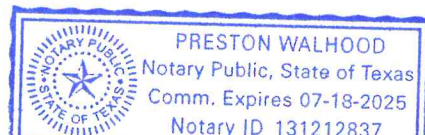
SUBSCRIBED AND SWORN TO before me, this the 1<sup>st</sup> day of November, 2023.

Notary Public in and for the State of Texas:

Over

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

EFF. 1/2006



N:\1 GR-Common\1 - Adm\1-1 Gov\B - P\2\Frm App\_Development\DEVELOPMENT APPLICATION Revised 20160720.doc



**SUBMITTAL DEADLINES:** Twenty eight (28) days prior to the Planning and Zoning Commission Meeting Date. Planning and Zoning Commission meets the second and fourth Thursday of each month.

**SUBMISSIONS.** Failure to submit all materials (including three sets of bound engineering plans) to the City with this application will result in delays scheduling the agenda date. Submit twelve (12) FOLDED to 8 ½" X 11" copies of 24" X 36" prints [1"=100' scale] + electronic version in .jpeg, .tiff, or .pdf format. Applicant is to submit a complete copy of this application and drawings to the City Engineer

**ALL APPLICATIONS MUST BE COMPLETE BEFORE THEY WILL BE PLACED ON A CITY AGENDA.** It is the applicant's responsibility to be familiar with and to comply with, all City submittal requirements in the Zoning and Subdivision Ordinance ([www.parkertexas.us](http://www.parkertexas.us)), and any separate submittal policies, requirements and/or checklists that may be obtained from City staff)

**NOTICE OF PUBLIC RECORDS:** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

**SUBMITTAL FEES:** All fees are due and payable at the time of application, except inspection, engineering and legal fees, which are due at the time of pre-Construction meeting with the City. No construction shall take place prior to the pre-construction meeting and submission of certified construction cost bid(s) by the contractor(s) and Owner. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

***City Contact Information:***

**Public Workers Superintendent  
City of Parker, Texas  
5700 E. Parker Road \* Parker, Texas 75002  
Phone 972-442-6811 \* Fax 972-442-2894 \* [www.parkertexas.us](http://www.parkertexas.us)**

OFFICE USE ONLY This submittal meets the City of Parker's requirements per City ordinances for processing.

Signature \_\_\_\_\_

Title \_\_\_\_\_

OFFICIAL SUBMISSION DATE

Fees Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ From : \_\_\_\_\_

P&Z Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_ CC Agenda Date: \_\_\_\_\_ Action: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Staff Comments forwarded to applicant on: \_\_\_\_\_ Revisions Due no later than: \_\_\_\_\_

Plans routed for review on \_\_\_\_\_, to: ☐ Public Works Director

☐ City Engineer

☐ Building Official

☐ Fire Department

Public Hearing Required: ☐ Yes ☐ No

Paper Notice \_\_\_\_\_ (date)

Written Notice \_\_\_\_\_ (date)

City of Parker \* 5700 E. Parker Road, Parker, Texas 75002 972-442-6811 Fax 972-442-2894 [www.parkertexas.us](http://www.parkertexas.us)



## 2023 Zoning and Development Review Schedule

PLAT SUBMITTAL CALENDAR**			
Submittal Date Applications will be accepted on this Date ONLY	Planning & Zoning Meeting	City Council Meeting	
Thursday, October 12, 2023	Thursday, November 9, 2023	Tuesday, December 5, 2023	
Thursday, November 9, 2023	Thursday, December 7, 2023	Tuesday, December 19, 2023	
Thursday, December 14, 2023	Thursday, January 11, 2024	Tuesday, February 6, 2024	
Thursday, January 11, 2024	Thursday, February 8, 2024	Tuesday, March 5, 2024	
Thursday, February 15, 2024	Thursday, March 14, 2024	Tuesday, April 2, 2024	
Thursday, March 28, 2024	Thursday, April 25, 2024	Tuesday, May 21, 2024	
Thursday, April 25, 2024	Thursday, May 23, 2024	Tuesday, June 18, 2024	
Thursday, May 2, 2024	Thursday, May 23, 2024	Tuesday, June 18, 2024	
Thursday, June 13, 2024	Thursday, July 11, 2024	Tuesday, August 6, 2024	
Thursday, July 11, 2024	Thursday, August 8, 2024	Tuesday, September 3, 2024	
Thursday, August 29, 2024	Thursday, September 26, 2024	Tuesday October, 15, 2024	
*Plat" includes Preliminary Plat, Final Plat, and Replat			
** Staff approval of simple replats and amended plats			



20220323000468380 03/23/2022 03:54:22 PM D1 1/8

CHICAGO TITLE

GF# 8058672100555

Kings Crossing  
Phase 5

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS

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COUNTY OF COLLIN

**KNOW ALL PERSONS BY THESE PRESENTS:**

That Bedell Family Limited Partnership, a Texas limited partnership ("Grantor"), whose mailing address is 2205 W. Lucas Road, Allen, Texas 75002, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid by Kings Crossing Five, Ltd., a Texas limited partnership ("Grantee"), whose mailing address is 4040 N. Central Expressway, Suite 850, Dallas, Texas 75204, and in further consideration of the sum of [REDACTED] as is evidenced by the execution and delivery by Grantee of that certain Promissory Note ("Note") dated of even date herewith in the principal amount of [REDACTED] with interest as therein provided and payable to Simmons Bank ("Lender"), said Note being secured by, among other things, a Deed of Trust ("Deed of Trust") of even date herewith from Grantee to Mark A. Crawford, as Trustee, for the benefit of Lender and by vendor's lien herein retained in favor of Lender, the receipt and sufficiency of all of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee all those certain lots, tracts or parcels of land situated in Collin County, Texas, described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest, if any, in and to adjacent streets, alleys, easements, rights-of-way, and existing rights of ingress and egress thereto, any adjacent strips or gores of real estate and oil, gas and other minerals (said land and appurtenances being herein together referred to as the "Property"); provided, however, Grantor hereby reserves an undivided one-half (1/2) of Grantor's right, title and interest in and to the oil, gas, and other minerals that are in and under the Property; provided, further, however, Grantor and Grantor's successors and assigns do hereby waive and release any and all rights of ingress and egress to and from the surface of the Property for any and all purposes, including, without limitation, exploring, prospecting, drilling or mining of oil, gas and other minerals. Notwithstanding the foregoing, incident to any pooling or unitization of portions of the Property with land other than the Property, Grantor may explore or produce oil and gas from the Property by means of wells that are drilled or mines that are open on land other than the Property, but which enter or bottom under the Property if and only if such operations do not interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property or the use of the surface by Grantee or Grantee's successors and assigns. The development of the Property as Phase 5 of Kings Crossing, a subdivision of Collin County, Texas, (the "Subdivision") is restricted to future development of a single-family residential subdivision and each platted single-family residential lot developed on the Property containing a minimum of forty-three thousand five hundred sixty (43,560) square feet.

Without limiting the foregoing, Grantor hereby assigns, transfers and conveys to Grantee, any and all development rights relating to, associated with or appurtenant to the Property, including, but not limited to, all right, title and interest of Grantor in and to: (a) utilities, sewage treatment capacity, water capacity, drainage and detention rights, if any, to serve or which will serve the Property and improvements now or hereafter constructed thereon; (b) surveys, engineering, soils, seismic, geological and environmental reports, studies, certificates and other technical descriptions applicable to the Property; (c) warranties, guaranties, indemnities, claims and causes of action, to the extent applicable to the Property; (d) licenses, permits, governmental approvals, utility commitments, utility rights, reimbursement rights, development rights or other similar rights; (e) rights to credits, refunds, and reimbursements, including, without limitation, any credits against, or right to pay reduced application fees, permit fees, inspection fees or impact fees; (f) rights under zoning cases, preliminary plans, plats, and other development applications and approvals; (g) rights

in and to engineering and architectural plans and specifications; (h) awards or proceeds relating to the Property that are unpaid as of the date hereof; (i) rights of an owner under any declaration of covenants, conditions, and restrictions, but not including any rights as declarant; and (j) all other development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

This conveyance is made subject to the easements, covenants and other matters and exceptions set forth in **Exhibit B** attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions"), but only to the extent the same are valid and subsisting and affect the Property as of the date hereof, and without limitation or expansion of the scope of the warranty herein contained.

**TO HAVE AND TO HOLD** the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular the Property unto Grantee and Grantee's successors and assigns, when the claim is made by, through or under Grantor, but not otherwise.

It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the Note, and all interest thereon, are fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute. The vendor's lien and superior title are hereby assigned and transferred to Lender by Grantor without recourse on Grantor.

**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed with Vendor's Lien to be effective as of March 21, 2022, although this Special Warranty Deed with Vendor's Lien may not have been executed on that date.

**GRANTOR:**

**Bedell Family Limited Partnership,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
a Texas corporation,  
General Partner

By: Sandy L. Bedell  
Sandy L. Bedell,  
Vice President

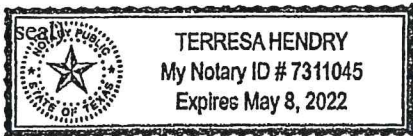


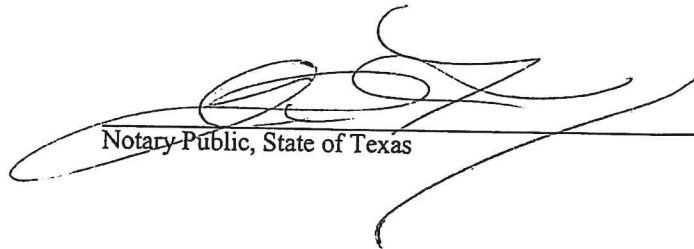
STATE OF TEXAS

COUNTY OF COLLIN

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This instrument was acknowledged before me on March <sup>21st</sup>, 2022, by Sandy L. Bedell, Vice President of Bedell Investments, Inc., a Texas corporation, General Partner of **Bedell Family Limited Partnership**, a Texas limited partnership, on behalf thereof and in the capacity herein stated.



  
Notary Public, State of Texas

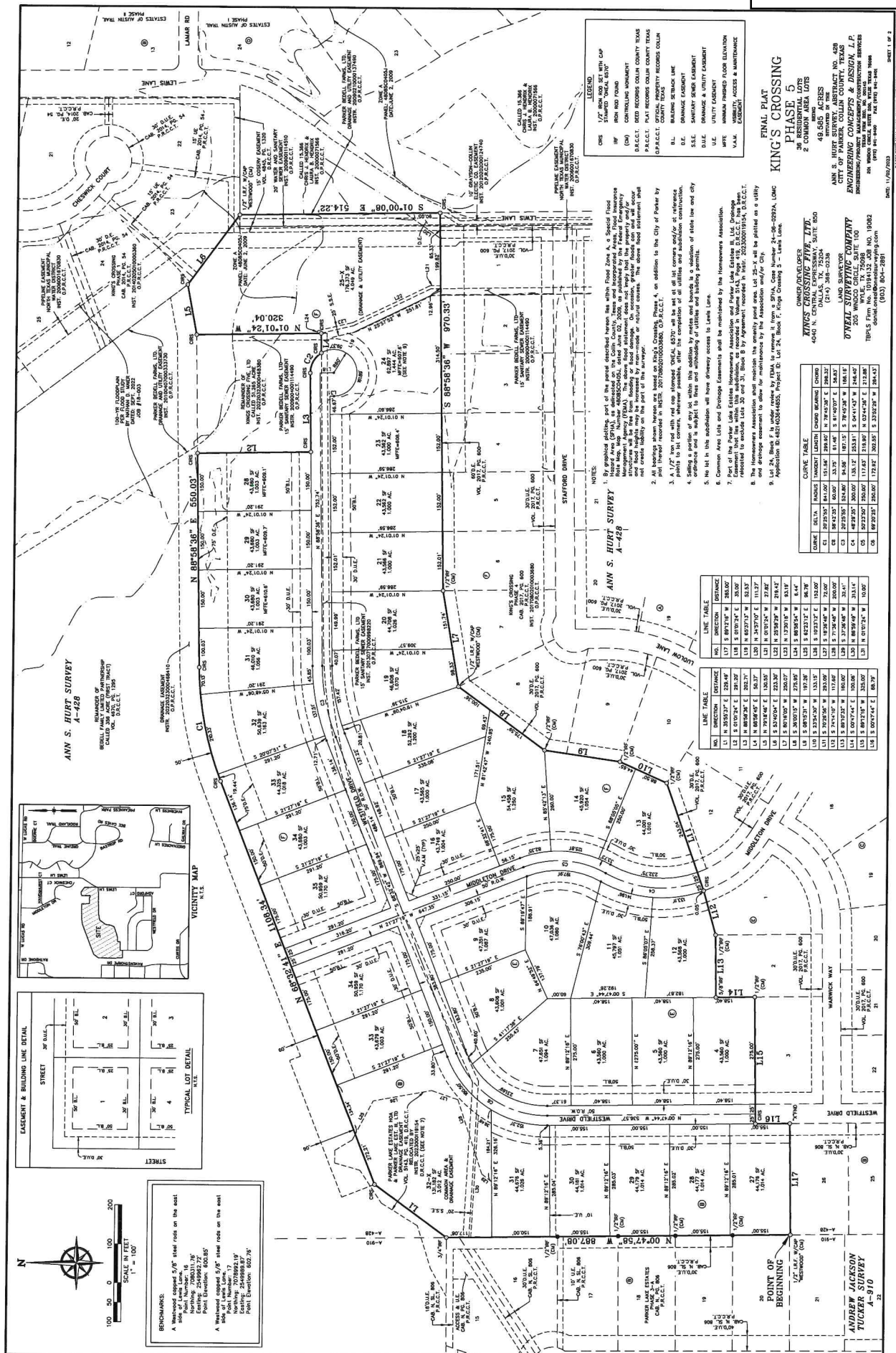
**After recording, return to:**

Kings Crossing Five, Ltd.  
4040 N. Central Expressway, Suite 850  
Dallas, Texas 75204  
Attn: Stephen L. Sallman

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**Prepared in the law offices of:**

Sims Moore Hill & Gannon, L.L.P.  
211 E. Franklin Street  
P. O. Box 1096  
Hillsboro, Texas 76645







## KING'S CROSSING PHASE 5

**BEING** 49.585 ACRES OF LAND LOCATED IN THE ANN HURT SURVEY, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS, BEING ALL OF THE KINGS CROSSING PHASE FOUR, LTD. CALLED 0.151-ACRE AND 0.247-ACRE TRACTS AS DESCRIBED IN INSTRUMENT 20200709001061490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND A PORTION OF THE KINGS CROSSING FIVE, LTD. CALLED 51.265 ACRE TRACT AS DESCRIBED IN INSTRUMENT 20220323000468380, OPRCCT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 51.265-ACRE TRACT AND THE NORTHWEST CORNER OF KINGS CROSSING PHASE 4, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20170802010003680, OPRCCT, SAME BEING THE COMMON EAST LINE OF PARKER LAKE ESTATES PHASE 3-A, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET N, SLIDE 806, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

**THENCE** NORTH 00 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE COMMON LINE OF SAID PARKER LAKE ESTATES PHASE 3-A AND SAID 51.265-ACRE TRACT, A DISTANCE OF 887.08 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PARKER LAKE ESTATES PHASE 3-A, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE NORTH LINE OF SAID PARKER LAKE ESTATES 3-A AND THE SOUTHEAST CORNER OF PARKER LAKE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET M, SLIDE 203, PRCCT BEARS SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET;

**THENCE** ALONG THE NORTH LINE OF SAID 51.265-ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 35 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 229.49 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);
- 2) NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 1108.34 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 25 MINUTES 55 SECONDS, A RADIUS OF 841.00 FEET AND A LONG CHORD THAT BEARS NORTH 78 DEGREES 45 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 298.32 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 299.90 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 550.03 FEET TO AN IRON ROD SET;



**THENCE**, OVER AND ACROSS SAID 51.265-ACRE TRACT, THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) SOUTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 291.20 FEET TO AN IRON ROD SET;
- 2) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.71 FEET TO AN IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 58 DEGREES 42 MINUTES 35 SECONDS, A RADIUS OF 60.00 FEET AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 58.83 FEET;
- 3) SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.48 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.37 FEET TO AN IRON ROD SET;
- 5) NORTH 01 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 320.04 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID 51.265-ACRE TRACT;

**THENCE** NORTH 79 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 130.55 FEET TO AN IRON ROD SET AT AN EXTERIOR ANGLE CORNER OF LOT 24, KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20140205010000360, OPRCCT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT AN EXTERIOR CORNER OF JUST MENTIONED KINGS CROSSING PHASE 1 BEARS NORTH 37 DEGREES 10 MINUTES 08 SECONDS WEST, A DISTANCE OF 1617.25 FEET;

**THENCE** SOUTH 53 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE COMMON LINE OF SAID KINGS CROSSING, PHASE 1 AND SAID 51.265-ACRE TRACT, A DISTANCE OF 223.30 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID KINGS CROSSING PHASE 1, SAME BEING THE NORTHWEST CORNER OF THE CHRIS J. HENDRIX AND LAURA B. HENDRIX CALLED 15.366 ACRE TRACT AS DESCRIBED IN INSTRUMENT 2000-0071566, OPRCCT;

**THENCE** SOUTH 01 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 51.265-ACRE TRACT AND THE COMMON WEST LINE OF THE ABOVE-MENTIONED 15.366 ACRE TRACT, A DISTANCE OF 514.22 FEET TO AN IRON ROD SET AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED KINGS CROSSING PHASE 4 ADDITION;

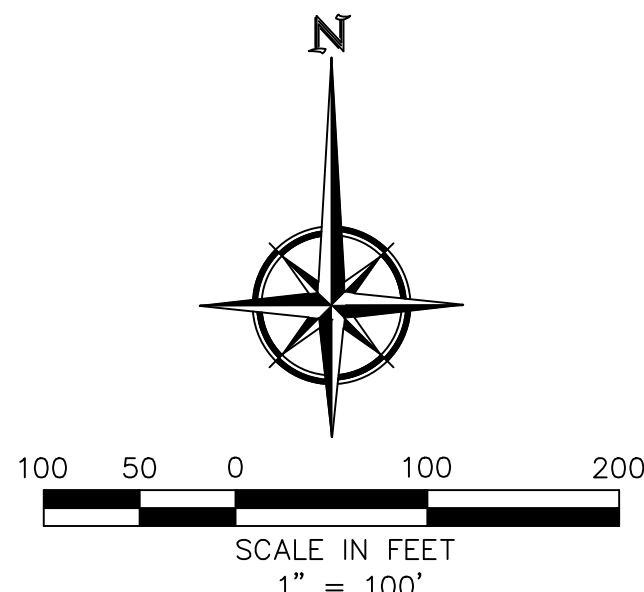
**THENCE** ALONG THE NORTH LINE OF SAID KINGS CROSSING PHASE 4 ADDITION, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 970.33 FEET TO A 1/2-INCH IRON ROD FOUND;
- 2) SOUTH 80 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND;
- 3) SOUTH 36 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.95 FEET TO A 1/2-INCH IRON ROD FOUND;



- 4) SOUTH 08 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 197.26 FEET TO A 1/2-INCH IRON ROD FOUND;
- 5) SOUTH 23 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.15 FEET TO A 1/2-INCH IRON ROD FOUND;
- 6) SOUTH 70 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 293.09 FEET TO AN IRON ROD SET;
- 7) SOUTH 74 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 117.60 FEET TO A 1/2-INCH IRON ROD FOUND;
- 8) SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8-INCH IRON ROD FOUND (DISTURBED);
- 9) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.06 FEET TO A 1/2-INCH IRON ROD FOUND;
- 10) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 325.00 FEET TO AN IRON ROD SET;
- 11) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.79 FEET TO AN "X" FOUND;
- 12) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 49.585 ACRES OF LAND, MORE OR LESS.

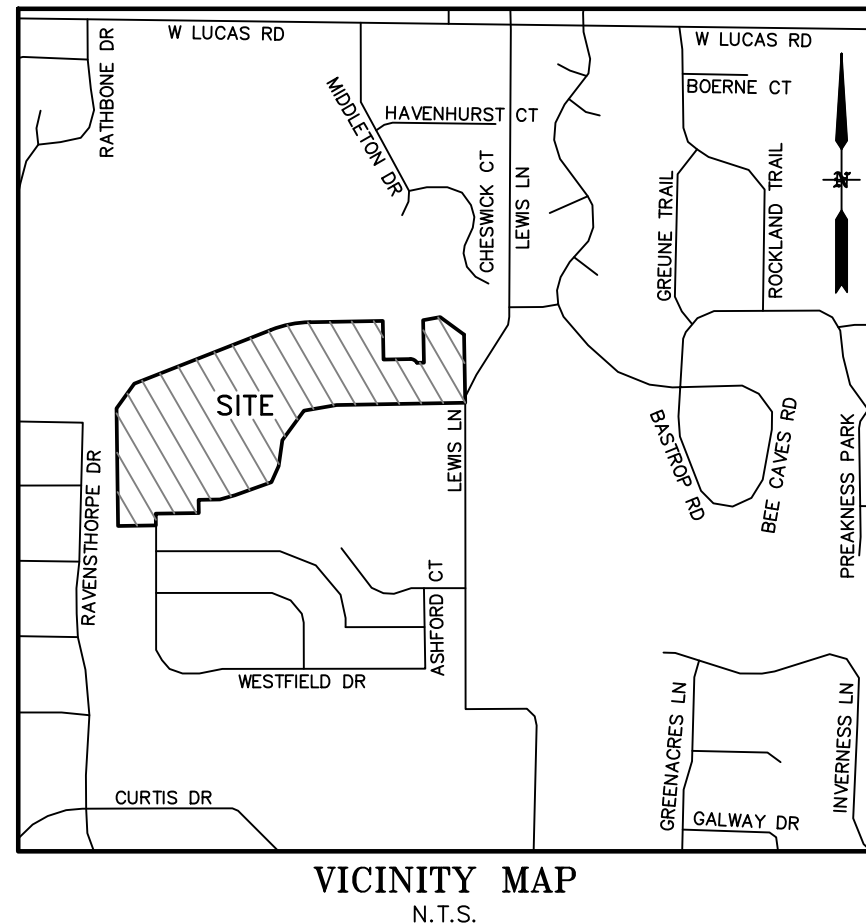
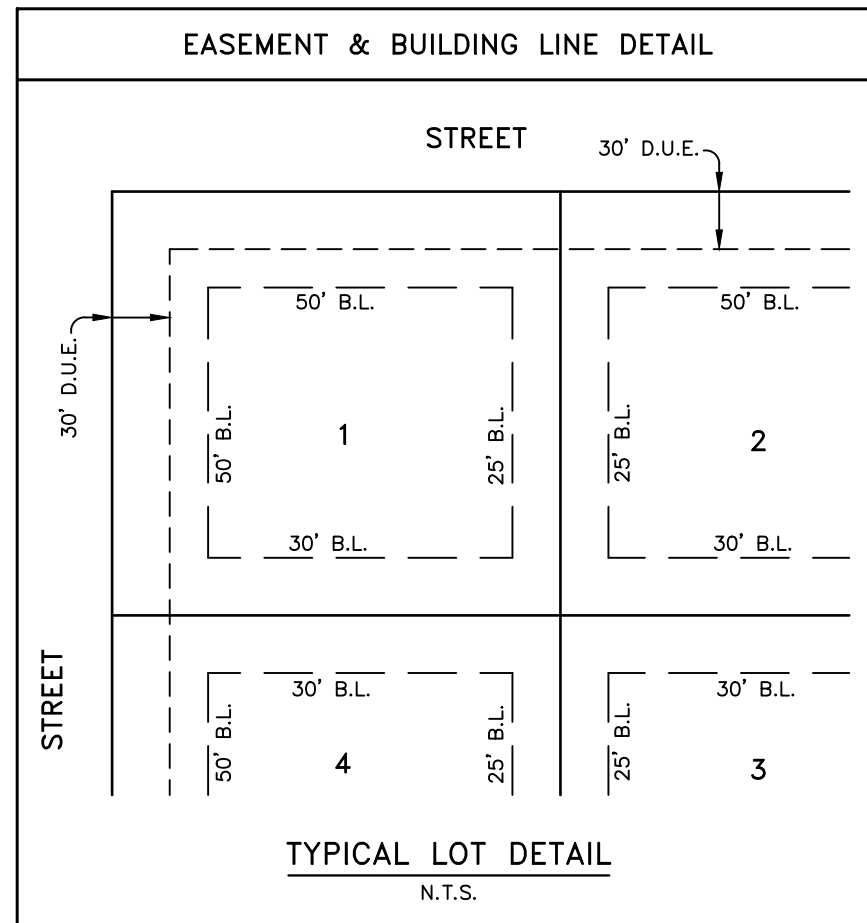




**BENCHMARKS:**

A Westwood capped 5/8" steel rods on the east side of Lewis Lane.  
Point Number: 16  
Northing: 7080311.76'  
Easting: 2549962.72'  
Point Elevation: 600.85'

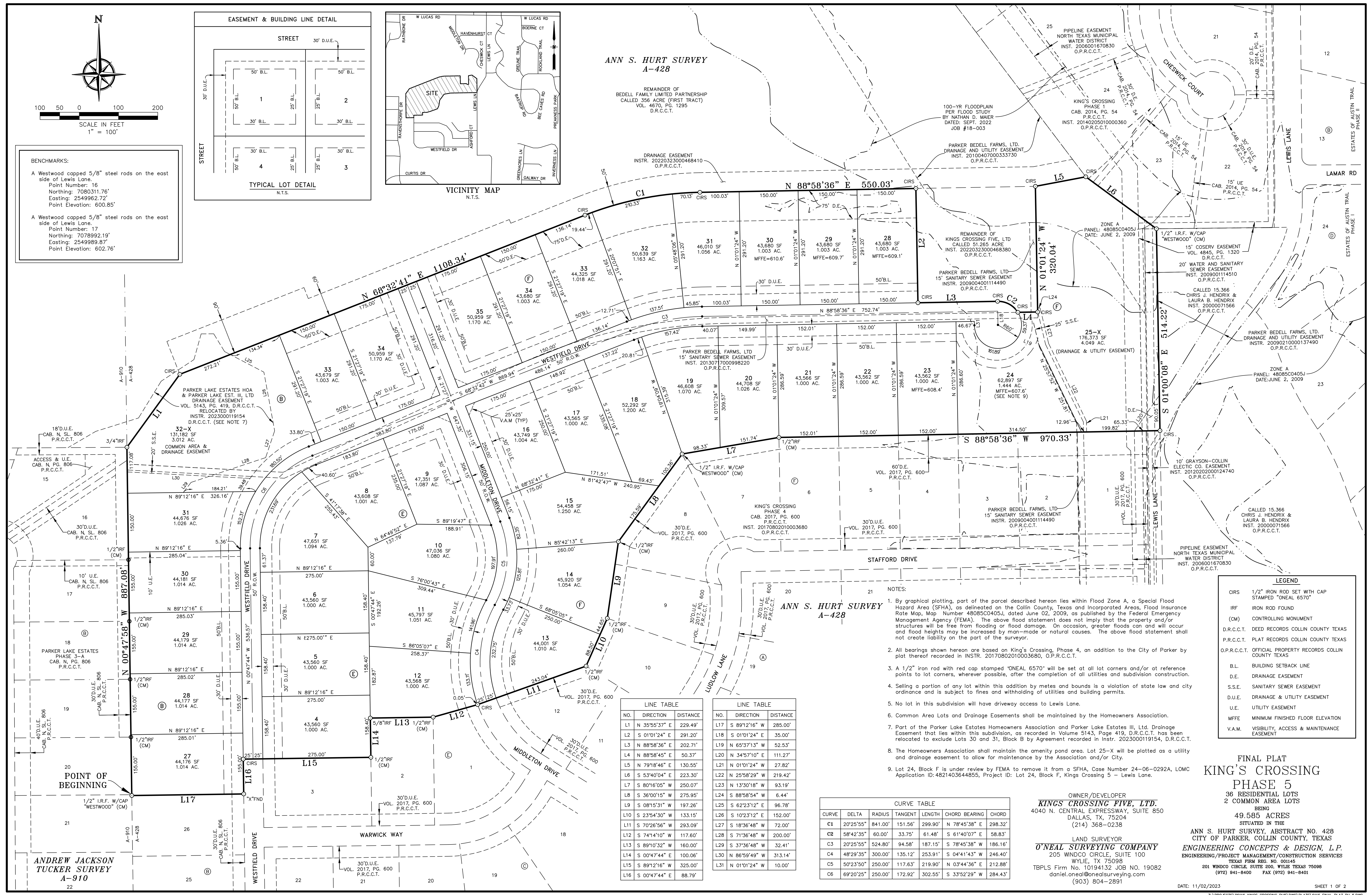
A Westwood capped 5/8" steel rods on the east side of Lewis Lane.  
Point Number: 17  
Northing: 7078992.19'  
Easting: 2549969.87'  
Point Elevation: 602.76'



**ANN S. HURT SURVEY  
A-428**

REMAINDER OF  
BEDELL FAMILY LIMITED PARTNERSHIP  
CALLED 356 ACRE (FIRST TRACT)  
VOL. 4670, PG. 1295  
D.R.C.C.T.

DRAINAGE EASEMENT  
INSTR. 20220323000468410  
O.P.R.C.C.T.



LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 35°55'37" E	229.49'
L2	S 01°01'24" E	291.20'
L3	N 88°58'36" E	202.71'
L4	N 88°58'45" E	50.37'
L5	N 79°18'46" E	130.55'
L6	S 53°40'04" E	223.30'
L7	S 80°16'05" W	250.07'
L8	S 36°00'15" W	275.95'
L9	S 08°15'31" W	197.26'
L10	S 23°54'30" W	133.15'
L11	S 70°26'56" W	293.09'
L12	S 74°14'10" W	117.60'
L13	S 89°10'32" W	160.00'
L14	S 00°47'44" E	100.06'
L15	S 89°12'16" W	325.00'
L16	S 00°47'44" E	88.79'

LINE TABLE		
NO.	DIRECTION	DISTANCE
L17	S 89°12'16" W	285.00'
L18	S 01°01'24" E	35.00'
L19	N 65°37'13" W	52.53'
L20	N 34°57'10" E	111.27'
L21	N 01°01'24" W	27.82'
L22	N 25°58'29" W	219.42'
L23	N 13°30'18" W	93.19'
L24	S 88°58'54" W	6.44'
L25	S 62°23'12" E	96.78'
L26	S 10°23'12" E	152.00'
L27	S 18°36'48" W	72.00'
L28	S 71°36'48" W	200.00'
L29	S 37°36'48" W	32.41'
L30	N 86°59'49" W	313.14'
L31	N 01°01'24" W	10.00'

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	20°25'55"	841.00'	151.56'	299.90'	N 78°45'38" E	298.32'
C2	58°42'35"	60.00'	33.75'	61.48'	S 61°40'07" E	58.83'
C3	20°25'55"	524.80'	94.58'	187.15'	S 78°45'38" W	186.16'
C4	48°29'35"	300.00'	135.12'	253.91'	S 04°41'43" W	246.40'
C5	50°23'50"	250.00'	117.63'	219.90'	N 03°44'36" E	212.88'
C6	69°20'25"	250.00'	172.92'	302.55'	S 33°52'29" W	284.43'

**NOTES:**

- By graphical plotting, part of the parcel described hereon lies within Flood Zone A, a Special Flood Hazard Area (SFHA), as delineated on the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0405J, dated June 02, 2009, as published by the Federal Emergency Management Agency (FEMA). The above flood statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
- All bearings shown hereon are based on King's Crossing, Phase 4, an addition to the City of Parker by plat thereof recorded in INSTR. 20170802010003680, O.P.R.C.C.T.
- A 1/2" iron rod with red cap stamped "ONEAL 6570" will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- No lot in this subdivision will have driveway access to Lewis Lane.
- Common Area Lots and Drainage Easements shall be maintained by the Homeowners Association.
- Part of the Parker Lake Estates Homeowners Association and Parker Lake Estates III, Ltd. Drainage Easement that lies within this subdivision, as recorded in Volume 5143, Page 419, D.R.C.C.T., has been relocated to exclude Lots 30 and 31, Block B by Agreement recorded in Instr. 2023000119154, D.R.C.C.T.
- The Homeowners Association shall maintain the amenity pond area. Lot 25-X will be platted as a utility and drainage easement to allow for maintenance by the Association and/or City.
- Lot 24, Block F is under review by FEMA to remove it from a SFHA, Case Number 24-06-0292A, LOMC Application ID: 4821403644855, Project ID: Lot 24, Block F, Kings Crossing 5 - Lewis Lane.

OWNER/DEVELOPER  
**KINGS CROSSING FIVE, LTD.**  
4040 N. CENTRAL EXPRESSWAY, SUITE 850  
DALLAS, TX, 75204  
(214) 368-0238

LAND SURVEYOR  
**O'NEAL SURVEYING COMPANY**  
205 WINDCO CIRCLE, SUITE 100  
WYLLIE, TX 75098  
TBPLS Firm No. 10194132 JOB NO. 19082  
daniel.oneal@onealsurveying.com  
(903) 804-2891

LEGEND	
CIRS	1/2" IRON ROD SET WITH CAP STAMPED "ONEAL 6570"
IRF	IRON ROD FOUND
(CM)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.	OFFICIAL PROPERTY RECORDS COLLIN COUNTY TEXAS
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
MFFE	MINIMUM FINISHED FLOOR ELEVATION
V.A.M.	VISIBILITY, ACCESS & MAINTENANCE EASEMENT

**FINAL PLAT  
KING'S CROSSING  
PHASE 5**

36 RESIDENTIAL LOTS  
2 COMMON AREA LOTS  
BEING  
49.585 ACRES  
SITUATED IN THE

ANN S. HURT SURVEY, ABSTRACT NO. 428  
CITY OF PARKER, COLLIN COUNTY, TEXAS  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLLIE, TEXAS 75098  
(972) 941-8400 FAX (972) 941-8401

DATE: 11/02/2023

SHEET 1 OF 2



OWNER’S CERTIFICATE & DEDICATION

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, KINGS CROSSING FIVE, LTD., BEING THE OWNER OF 49.585 ACRES OF LAND LOCATED IN THE ANN HURT SURVEY, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS, BEING ALL OF THE KINGS CROSSING PHASE FOUR, LTD. CALLED 0.151–ACRE AND 0.247–ACRE TRACTS AS DESCRIBED IN INSTRUMENT 20200709001061490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND A PORTION OF THE KINGS CROSSING FIVE, LTD. CALLED 51.265 ACRE TRACT AS DESCRIBED IN INSTRUMENT 20220323000468380, OPRCCT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH IRON ROD WITH CAP STAMPED “WESTWOOD” FOUND AT THE SOUTHWEST CORNER OF THE ABOVE–MENTIONED 51.265–ACRE TRACT AND THE NORTHWEST CORNER OF KINGS CROSSING PHASE 4, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20170802010003680, OPRCCT, SAME BEING THE COMMON EAST LINE OF PARKER LAKE ESTATES PHASE 3–A, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET N, SLIDE 806, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

THENCE NORTH 00 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE COMMON LINE OF SAID PARKER LAKE ESTATES PHASE 3–A AND SAID 51.265–ACRE TRACT, A DISTANCE OF 887.08 FEET TO A 3/4–INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PARKER LAKE ESTATES PHASE 3–A, FROM WHICH A 5/8–INCH IRON ROD FOUND IN THE NORTH LINE OF SAID PARKER LAKE ESTATES 3–A AND THE SOUTHEAST CORNER OF PARKER LAKE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET M, SLIDE 203, PRCTT BEARS SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET;

- THENCE ALONG THE NORTH LINE OF SAID 51.265–ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
- 1) NORTH 35 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 229.49 FEET TO A 1/2–INCH IRON ROD WITH RED CAP STAMPED “ONEAL 6570” SET (HEREAFTER CALLED IRON ROD SET);
  - 2) NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 1108.34 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 25 MINUTES 55 SECONDS, A RADIUS OF 841.00 FEET AND A LONG CHORD THAT BEARS NORTH 78 DEGREES 45 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 298.32 FEET;
  - 3) NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 299.90 FEET TO AN IRON ROD SET;
  - 4) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 550.03 FEET TO AN IRON ROD SET;

- THENCE, OVER AND ACROSS SAID 51.265–ACRE TRACT, THE FOLLOWING FIVE COURSES AND DISTANCES:
- 1) SOUTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 291.20 FEET TO AN IRON ROD SET;
  - 2) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.71 FEET TO AN IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 58 DEGREES 42 MINUTES 35 SECONDS, A RADIUS OF 60.00 FEET AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 58.83 FEET;
  - 3) SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.48 FEET TO AN IRON ROD SET;
  - 4) NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.37 FEET TO AN IRON ROD SET;
  - 5) NORTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 320.04 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID 51.265–ACRE TRACT;

THENCE NORTH 79 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 130.55 FEET TO AN IRON ROD SET AT AN EXTERIOR ANGLE CORNER OF LOT 24, KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20140205010000360, OPRCCT, FROM WHICH A 1/2–INCH IRON ROD WITH CAP STAMPED “WESTWOOD” FOUND AT AN EXTERIOR CORNER OF JUST MENTIONED KINGS CROSSING PHASE 1 BEARS NORTH 37 DEGREES 10 MINUTES 08 SECONDS WEST, A DISTANCE OF 1617.25 FEET;

THENCE SOUTH 53 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE COMMON LINE OF SAID KINGS CROSSING, PHASE 1 AND SAID 51.265–ACRE TRACT, A DISTANCE OF 223.30 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED “WESTWOOD” FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID KINGS CROSSING PHASE 1, SAME BEING THE NORTHWEST CORNER OF THE CHRIS J. HENDRIX AND LAURA B. HENDRIX CALLED 15.366 ACRE TRACT AS DESCRIBED IN INSTRUMENT 2000–0071566, OPRCCT;

THENCE SOUTH 01 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 51.265–ACRE TRACT AND THE COMMON WEST LINE OF THE ABOVE–MENTIONED 15.366 ACRE TRACT, A DISTANCE OF 514.22 FEET TO AN IRON ROD SET AT THE NORTHEAST CORNER OF THE ABOVE–MENTIONED KINGS CROSSING PHASE 4 ADDITION;

- THENCE ALONG THE NORTH LINE OF SAID KINGS CROSSING PHASE 4 ADDITION, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:
- 1) SOUTH 88 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 970.33 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 2) SOUTH 80 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED “WESTWOOD” FOUND;
  - 3) SOUTH 36 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.95 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 4) SOUTH 08 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 197.26 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 5) SOUTH 23 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.15 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 6) SOUTH 70 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 293.09 FEET TO AN IRON ROD SET;
  - 7) SOUTH 74 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 117.60 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 8) SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8–INCH IRON ROD FOUND (DISTURBED);
  - 9) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.06 FEET TO A 1/2–INCH IRON ROD FOUND;
  - 10)SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 325.00 FEET TO AN IRON ROD SET;
  - 11)SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.79 FEET TO AN “X” FOUND;
  - 12)SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.585 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, KINGS CROSSING FIVE, LTD., does hereby adopt this plat designating the herein described property as **KING’S CROSSING, PHASE 5**, an addition to the City of Parker, Texas, and does hereby dedicate to the City of Parker, the roads, rights–of–way and easements shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, to the City of Parker forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public’s and City of Parker’s use thereof. The City of Parker and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the systems in said Easements. The City of Parker and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of their respective systems without the necessity at any time procuring the permission from anyone.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

For: Kings Crossing Five, Ltd

By: KC Advisors, LLC  
a Texas limited liability company

By: Stephen L Sallman  
Manager

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stephen L Sallman, Manager of KC Advisors, LLC, a Texas limited liability company as general partner of Kings Crossing Five, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of thereof and in the capacity herein stated for the purposes and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas  
My Commission Expires:

SURVEYOR’S CERTIFICATE

This is to certify that I, Daniel Chase O’Neal, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curvature have been properly marked on the ground, and that this plat correctly represents that survey made under my supervision.

GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Released for review only.

DANIEL CHASE O’NEAL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6570

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul J. Hubert, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the State of Texas  
My Commission Expires:

CITY APPROVAL CERTIFICATE

Recommended for Approval:

Chairman, Planning and Zoning Commission  
City of Parker, Texas

Date

Approved and Accepted:

Mayor, City of Parker, Texas

Date

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing final plat of **KING’S CROSSING PHASE 5**, a subdivision or addition to the City of Parker was submitted to the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the mayor to note the approval thereof by signing his name herein above subscribed,

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

City Secretary  
City of Parker, Texas

Date

LOT SIZE TABLE			
BLOCK	LOT	AREA	ACREAGE
B	27	44,176	1.014
B	28	44,177	1.014
B	29	44,179	1.014
B	30	44,181	1.014
B	31	44,676	1.026
B	32-X	131,182	3.012
B	33	43,679	1.003
B	34	50,959	1.170
E	4	43,560	1.000
E	5	43,560	1.000
E	6	43,560	1.000
E	7	47,651	1.094
E	8	43,608	1.001
E	9	47,351	1.087
E	10	47,036	1.080
E	11	45,797	1.051
E	12	43,568	1.000
F	13	44,001	1.010
F	14	45,920	1.054
F	15	54,458	1.250
F	16	43,749	1.004
F	17	43,565	1.000
F	18	52,292	1.200
F	19	46,608	1.070
F	20	44,708	1.026
F	21	43,566	1.000
F	22	43,562	1.000
F	23	43,562	1.000
F	24	62,897	1.444
F	25-X	176,373	4.049
F	28	43,680	1.003
F	29	43,680	1.003
F	30	43,680	1.003
F	31	46,010	1.056
F	32	50,639	1.163
F	33	44,325	1.018
F	34	43,680	1.003
F	35	50,959	1.170

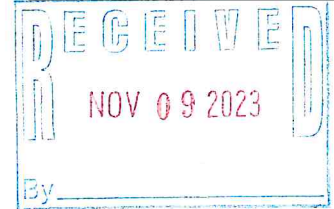
FINAL PLAT  
KING’S CROSSING  
PHASE 5

OWNER/DEVELOPER  
**KINGS CROSSING FIVE, LTD.**  
4040 N. CENTRAL EXPRESSWAY, SUITE 850  
DALLAS, TX, 75204  
(214) 368–0238

LAND SURVEYOR  
**O’NEAL SURVEYING COMPANY**  
205 WINDCO CIRCLE, SUITE 100  
WYLIE, TX 75098  
TBPLS Firm No. 10194132 JOB NO. 19082  
daniel.oneal@onealsurveying.com  
(903) 804–2891

36 RESIDENTIAL LOTS  
2 COMMON AREA LOTS  
BEING  
49.585 ACRES  
SITUATED IN THE  
ANN S. HURT SURVEY, ABSTRACT NO. 428  
CITY OF PARKER, COLLIN COUNTY, TEXAS  
**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 00145  
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098  
(972) 841–8400 FAX (972) 841–8401

**KINGS CROSSING FIVE, LTD.**



November 9, 2023

City of Parker  
c/o Mr. Gary Machado  
5700 Parker Rd  
Parker, Texas 75002

Ref: Kings Crossing Phase 5  
Annexation Application

Dear Gary:

Attached is our completed and signed Annexation Application for the above referenced project. Also enclosed find the legal description (Exhibit A) and final plat (Exhibit B) for the above referenced property.

Please note that the Application Fees are attached and have been calculated below:

Base Fee	\$400
\$5/Acre x 49.5 Acres =	<u>\$250</u>
Application Fee	<b>\$650</b>

Per the Kings Crossing Development Agreement with the City of Parker, our request for annexation is contingent upon the City Council's approval and acceptance of the Kings Crossing Phase 5 Final Plat.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Preston Walhood".

Preston Walhood

enclosure



## ZONING BOUNDARY CHANGE APPLICATION FORM ANNEXATION REQUEST FORM

1. Requesting:
- |                  |                   |
|------------------|-------------------|
| Permanent Zoning | _____             |
| Re-Zoning        | _____ (See Note*) |
| Annexation       | <u>  x  </u>      |

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

Applicant/Company Name: Kings Crossing Five, Ltd

Company Address: 4040 North Central Expressway, Suite 850, Dallas, Texas 75204

Company Phone Number: 214-368-0238

Company Email: ssallman@warnergroup.com

Contact Name: Preston Walhood, Vice President

Contact Phone Number: 214-368-0238

Contact Email: pwalhood@warnergroup.com

2. Description and Location of Property:
- a. Survey and abstract: ABS A0428 ANN S HURT SURVEY
  - b. Lot and block: \_\_\_\_\_
  - c. Total number of acres: 49.5
  - d. Location further described: West of Lewis Lane, 2,500 feet south of Lucas Road
3. Attach 8 copies of the preliminary plat or survey that contains:
- a. North point, scale, and date
  - b. Name and address of:
    - i. Applicant
    - ii. Engineer or surveyor responsible for survey of plat
  - c. Survey and abstract with tract designation
  - d. Location of major and/or secondary thoroughfares located with or adjacent to the property
  - e. Location of existing or platted streets within and adjacent to the existing property
  - f. Location of all existing rights of way, utility, and/or drainage easements



4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant:  Date: 11/08/2023

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

<b>Kings Crossing Five, Ltd.</b> Development Account 4040 N. Central Expwy., Suite 850 Dallas, Texas 75204		<b>Simmons Bank</b> MEMBER FDIC 81-43/829		1110	
PAY TO THE ORDER OF City of Parker		11/8/2023			
Six Hundred Fifty and 00/100*****		\$**650.00			
City of Parker 5700 E. Parker Road Parker, Texas 75002		*****		DOLLARS	
MEMO Annexion Application Fee -		Security features. Details on back.		1110	
Kings Crossing Five, Ltd. City of Parker		Annexion Application Fee Kings Crossing Phase 5 Invoice #110923		650.00	

Kings Five-Chkg (Sim Annexion Application Fee - KC5

650.00

## KING'S CROSSING PHASE 5

**BEING** 49.585 ACRES OF LAND LOCATED IN THE ANN HURT SURVEY, ABSTRACT NO. 428, COLLIN COUNTY, TEXAS, BEING ALL OF THE KINGS CROSSING PHASE FOUR, LTD. CALLED 0.151-ACRE AND 0.247-ACRE TRACTS AS DESCRIBED IN INSTRUMENT 20200709001061490, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT), AND A PORTION OF THE KINGS CROSSING FIVE, LTD. CALLED 51.265 ACRE TRACT AS DESCRIBED IN INSTRUMENT 20220323000468380, OPRCCT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 51.265-ACRE TRACT AND THE NORTHWEST CORNER OF KINGS CROSSING PHASE 4, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20170802010003680, OPRCCT, SAME BEING THE COMMON EAST LINE OF PARKER LAKE ESTATES PHASE 3-A, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET N, SLIDE 806, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT);

**THENCE** NORTH 00 DEGREES 47 MINUTES 58 SECONDS WEST, ALONG THE COMMON LINE OF SAID PARKER LAKE ESTATES PHASE 3-A AND SAID 51.265-ACRE TRACT, A DISTANCE OF 887.08 FEET TO A 3/4-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PARKER LAKE ESTATES PHASE 3-A, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE NORTH LINE OF SAID PARKER LAKE ESTATES 3-A AND THE SOUTHEAST CORNER OF PARKER LAKE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN CABINET M, SLIDE 203, PRCCT BEARS SOUTH 89 DEGREES 39 MINUTES 11 SECONDS WEST, A DISTANCE OF 538.86 FEET;

**THENCE** ALONG THE NORTH LINE OF SAID 51.265-ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 35 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 229.49 FEET TO A 1/2-INCH IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);
- 2) NORTH 68 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 1108.34 FEET TO AN IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 20 DEGREES 25 MINUTES 55 SECONDS, A RADIUS OF 841.00 FEET AND A LONG CHORD THAT BEARS NORTH 78 DEGREES 45 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 298.32 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 299.90 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 550.03 FEET TO AN IRON ROD SET;



**THENCE**, OVER AND ACROSS SAID 51.265-ACRE TRACT, THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) SOUTH 01 DEGREES 01 MINUTES 24 SECONDS EAST, A DISTANCE OF 291.20 FEET TO AN IRON ROD SET;
- 2) NORTH 88 DEGREES 58 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.71 FEET TO AN IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 58 DEGREES 42 MINUTES 35 SECONDS, A RADIUS OF 60.00 FEET AND A LONG CHORD THAT BEARS SOUTH 61 DEGREES 40 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 58.83 FEET;
- 3) SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 61.48 FEET TO AN IRON ROD SET;
- 4) NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 50.37 FEET TO AN IRON ROD SET;
- 5) NORTH 01 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 320.04 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID 51.265-ACRE TRACT;

**THENCE** NORTH 79 DEGREES 18 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 130.55 FEET TO AN IRON ROD SET AT AN EXTERIOR ANGLE CORNER OF LOT 24, KINGS CROSSING PHASE 1, AN ADDITION TO THE CITY OF PARKER BY PLAT THEREOF RECORDED IN INSTRUMENT 20140205010000360, OPRCCT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT AN EXTERIOR CORNER OF JUST MENTIONED KINGS CROSSING PHASE 1 BEARS NORTH 37 DEGREES 10 MINUTES 08 SECONDS WEST, A DISTANCE OF 1617.25 FEET;

**THENCE** SOUTH 53 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE COMMON LINE OF SAID KINGS CROSSING, PHASE 1 AND SAID 51.265-ACRE TRACT, A DISTANCE OF 223.30 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID KINGS CROSSING PHASE 1, SAME BEING THE NORTHWEST CORNER OF THE CHRIS J. HENDRIX AND LAURA B. HENDRIX CALLED 15.366 ACRE TRACT AS DESCRIBED IN INSTRUMENT 2000-0071566, OPRCCT;

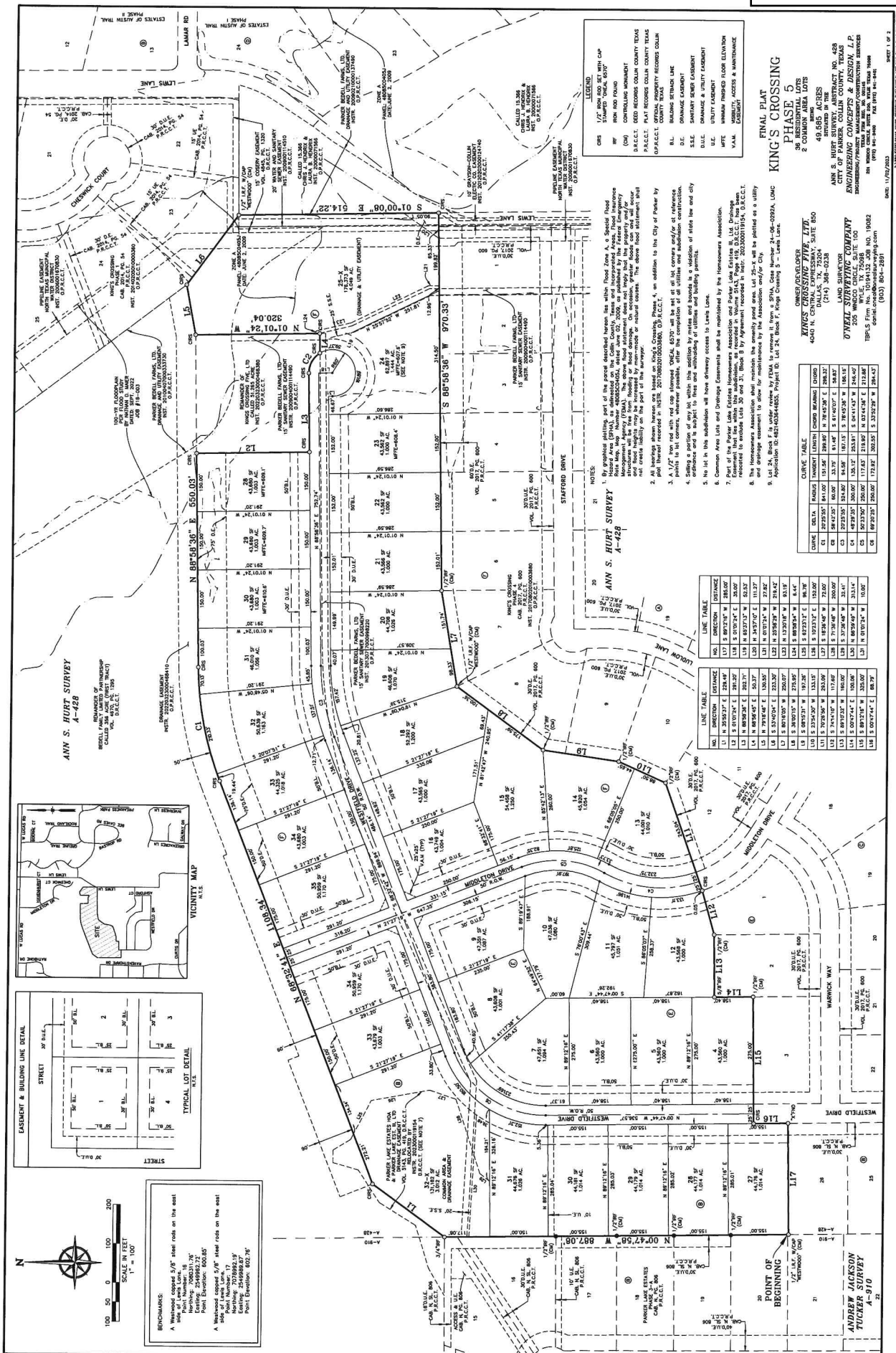
**THENCE** SOUTH 01 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE EAST LINE OF SAID 51.265-ACRE TRACT AND THE COMMON WEST LINE OF THE ABOVE-MENTIONED 15.366 ACRE TRACT, A DISTANCE OF 514.22 FEET TO AN IRON ROD SET AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED KINGS CROSSING PHASE 4 ADDITION;

**THENCE** ALONG THE NORTH LINE OF SAID KINGS CROSSING PHASE 4 ADDITION, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 970.33 FEET TO A 1/2-INCH IRON ROD FOUND;
- 2) SOUTH 80 DEGREES 16 MINUTES 05 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND;
- 3) SOUTH 36 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.95 FEET TO A 1/2-INCH IRON ROD FOUND;

- 4) SOUTH 08 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 197.26 FEET TO A 1/2-INCH IRON ROD FOUND;
- 5) SOUTH 23 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 133.15 FEET TO A 1/2-INCH IRON ROD FOUND;
- 6) SOUTH 70 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 293.09 FEET TO AN IRON ROD SET;
- 7) SOUTH 74 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 117.60 FEET TO A 1/2-INCH IRON ROD FOUND;
- 8) SOUTH 89 DEGREES 10 MINUTES 32 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8-INCH IRON ROD FOUND (DISTURBED);
- 9) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.06 FEET TO A 1/2-INCH IRON ROD FOUND;
- 10) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 325.00 FEET TO AN IRON ROD SET;
- 11) SOUTH 00 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 88.79 FEET TO AN "X" FOUND;
- 12) SOUTH 89 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 49.585 ACRES OF LAND, MORE OR LESS.









**ORDINANCE NO. 861**  
**(Annexation for Kings Crossing Five, Ltd.)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 49.585 ACRES SITUATED IN THE ANN S. HURT SURVEY, ABSTRACT NO. 428, CITY OF PARKER, COLLIN COUNTY, TEXAS INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF PARKER, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING A REPLEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker, Texas (“City”) is a Type-A, General Law municipality located in Collin County, Texas with the rights and privileges thereto; and

**WHEREAS**, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of the property owner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS**, the City received a written petition from Kings Crossing Five, Ltd. requesting the voluntary annexation of the area described in Exhibit A.1; and

**WHEREAS**, the area identified in Exhibit A.1, approximately 49.585 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas is adjacent and contiguous to the City limits; and

**WHEREAS**, City staff proceeded with negotiating a service agreement with the property owner, in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of the Texas Local Government Code on December 19, 2023; and

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City;

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

**Section 1. Findings of Fact**

The recitations contained in the preamble of this Ordinance are hereby found to be true and correct legislative and factual findings of the City Council of Parker, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

**Section 2. Annexation of Territory**

- A. The property in the area described in Exhibit A.1, attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Parker, Texas, and is made an integral part hereof.
- B. The official map and boundaries of the City of Parker, Texas are hereby amended and revised so as to include the area annexed.
- C. The annexation agreement, executed prior to the annexation approval in accordance with Section 43.0670 of the Texas Local Government Code is attached hereto as Exhibit A and incorporated herein for all intents and purposes.
- D. The owner and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Parker, Texas and are hereby bound by all acts, ordinances, and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

### **Section 3. Filing**

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries.
- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Collin County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance map of the entire City that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

### **Section 4. Repealer**

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 5. Severability**

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 Ordinance as a whole.

### **Section 6. Proper Notice and Meeting**

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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**Section 14. Effective Date**

This Ordinance shall be effective, and the annexation achieved herein shall be final and complete, immediately upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19<sup>TH</sup> DAY OF DECEMBER 2023.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Amy J. Stanphill, City Attorney



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09/25/2007 04:16:27 PM RL 1/31

Meeting Date: 12/19/2023 Item 7.

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

RECEIVED

SEP 28 2007

CITY OF PARKER

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD. AND WARNER GROUP. AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to protect the health, safety and welfare of its citizens, and

**WHEREAS**, the parker city council deems it in the best interest of the city of parker to enter into a development agreement with Bedell Family Limited Partnership, Lewis Bend Partners, LTD and Warner Group.

**WHEREAS**, The Parker City Council has been presented with a Development Agreement, entitled "Exhibit A" and incorporated herein by reference (hereinafter called the "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms and conditions thereof are in the best interests of the City and should be approved;

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

**SECTION 1.** The terms and conditions of the Agreement are approved, pursuant to the Texas Local Government code chapters 212 and 380, and all other relevant law.

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

**SECTION 3.** The City Council approves this Agreement subject to the provision for Indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the City to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

**SECTION 4.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Professional Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and the agreement left standing.

**DULY RESOLVED** by the City Council of the City of Parker, Texas on this the 21<sup>st</sup> day of August 2007.



APPROVED:

A handwritten signature in blue ink, appearing to read "Jerry Tartaglino", is written over a horizontal line. The signature is stylized and fluid.

Jerry Tartaglino, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Carrie L. Smith", is written over a horizontal line. The signature is cursive and elegant.

Carrie L. Smith, City Secretary

Approved to Form:

\_\_\_\_\_  
James E. Shepherd, City Attorney

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed this 11<sup>th</sup> day of September, 2007, by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City"), BEDELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership ("Bedell"), LEWIS BEND PARTNERS, LTD., a Texas limited partnership and WARNER CAPITAL, LLC, a Texas limited liability company (collectively, "Developer").

### I RECITALS

A. Developer owns certain land (Tract 4) and is the prospective purchaser of certain other land (Tracts 1, 2, 3 and 5) (the "Property") located in the extraterritorial jurisdiction ("ETJ") of the City of Parker, Collin County, Texas. The proposed development of the Property (the "Development") is more fully described in Exhibit "A" attached hereto and depicted on the conceptual plan attached as Exhibit "B" hereto.

B. Bedell is the record owner of Tracts 1, 2, 3 and 5 shown on the conceptual plan attached as Exhibit "B" ("Bedell's Tracts").

C. The Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement.

D. The Parties intend that the Property will continue to exist within the City's ETJ and be immune from annexation by the City to the extent provided by law and by this Agreement.

E. The Parties desire that the Property be developed into a quality development and agree that securing the financing for the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards regarding the Property.

F. The Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement.

G. The Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Sections 212.172 and 380 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

## II ANNEXATION AND DEVELOPMENT

1. **Agreement Not to Annex.** The City agrees to not annex any portion of the Property until it receives a petition for annexation from Bedell or Developer as described in Paragraph 5 below. Bedell and/or Developer agree to file a petition for annexation for each tract of the Property as described in Paragraph 5 below.

2. **Development Plan.** Development of the Property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the Developer and the City, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Developer may make minor revisions to the Development Plan so long as the total number of single-family lots does not exceed 315. A development application (e.g. a preliminary plat application) must be filed with and approved by the City prior to development.

3. **Regulations Applicable.** The following regulations apply to development of the Property ("Governing Regulations"):

- a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);
- b. The City's current subdivision ordinance; and
- c. The special regulations set forth on Exhibit "C" ("Special Regulations").

4. **Inconsistent Development.** Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is substantially inconsistent with the Governing Regulations may be denied by the City.

5. **Annexation and Zoning.** Unless mutually agreed to by the parties, the annexation of any portion of the Property, should it occur, shall be undertaken only in accordance with a petition submitted by Bedell or Developer. The petition to annex Tract 4 must be submitted by Developer within ten (10) business days after North Texas Municipal Water District ("NTMWD") approval for the City to provide sanitary sewer service to the Property. Executed deed restriction instruments applying the Special Regulations to the Property must be tendered to the City with the petition to annex Tract 4. Petitions for the other tracts must be submitted for each phase of the Development within ten (10) business days after the final approval of a preliminary plat for said phase. Failure to file the annexation petition within ten (10) days after final approval of the preliminary plat shall void the approved preliminary plat. Upon such annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations, and the City agrees, to the maximum extent permitted by law, to zone the Property to a district that is consistent with the Governing Regulations. The City may, in the event it does not have a zoning district compatible with the



Governing Regulations (e.g. "Retail"), annex the area, and not zone the area, relying instead on the enforcement of the Agreement and applicable deed restrictions. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of any portion of the Property, any development of the annexed land shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Developer may, at its option, choose to develop in accordance with such zoning. No construction or development may take place on the Property which does not conform to this Agreement and the Governing Regulations without written agreement by the Developer, Bedell (if still the owner of the Property), and City.

## **2.0 WATER SYSTEM**

**2.1 Certificate of Convenience and Necessity ("CCN")** – The City is the holder of a water CCN that includes the Property.

**2.2 Water Service** – The City hereby represents that sufficient water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development (Parker Lake Estates).

**2.3 Master Plan** – Proposed new major water infrastructure needed for the Development will be included on the City's Water System Master Plan. Water line improvements connecting the Property to the City's existing water line terminus ("Off-site Water Line") shall be constructed by Developer.

**2.4 Cost-Sharing** – The estimated engineering and construction costs for the Off-site Water Line is \$87,400.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Off-site Water Line in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

## **3.0 SANITARY SEWER**

**3.1 Sewer Service** – The City agrees to use best efforts to enter into an agreement with NTMWD assuring sanitary sewer service will be provided to the Property. If NTMWD does not provide this assurance by October 15, 2007, this Development Agreement shall be deemed null and void and of no force or effect. The City hereby represents that sufficient sanitary sewer capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development (Parker Lake Estates), subject to the Developer's plans for the construction being sufficiently engineered and installed to not burden the operation of the sewer system.

**3.2 Sanitary Sewer Expansion and Extension** – Developer will install a new lift station, force mains and gravity relief mains and connections necessary for providing sanitary

sewer service to the Property as well as providing relief to Parker Lake Estates Phase 3A and 3B ("Sanitary Sewer Expansion").

**3.3 Master Plan** – The proposed Sanitary Sewer Expansion will be included on the City's Wastewater System Master Plan.

**3.4 Cost-Sharing** – The estimated engineering and construction costs for the Sanitary Sewer Expansion is \$492,800.00. Developer will be reimbursed for all of its actual costs for engineering and constructing the Sanitary Sewer Expansion in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld.

#### **4.0 ROADWAY SYSTEM**

**4.1 Lewis Lane** – Developer will dedicate right of way and, unless installed by the County, improve Lewis Lane with a 2 inch asphalt overlay on the sections of Lewis Lane adjacent to the Property.

**4.2 Lucas Road** – Developer will dedicate right of way at the time of platting but will not be required to improve Lucas Road.

**4.3 Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow Developer to dedicate 50 foot wide rights of way. The Developer shall dedicate drainage and utility easements if needed. If these easements are needed, then the width of these easements shall be no less than five feet (5') on each side of the right-of-way.

**4.4 Cost-Sharing** – The estimated engineering and construction costs for Lewis Lane are \$109,000.00. Developer will be reimbursed for its actual costs for engineering and constructing Lewis Lane in accordance with Section 5; provided however, no reimbursement shall be made without the prior written approval of the City for the plans of construction and the contract price, which approval shall not unreasonably be withheld. The parties agree and acknowledge that it is anticipated that Collin County will improve Lewis Lane without the participation of the Developer or the City.

#### **5.0 GENERAL**

**5.1 Reimbursement of Offsite Costs**– The City agrees to reimburse Developer for its actual and approved costs for engineering and constructing the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line from City fees collected within the Development until full reimbursement at the rate of the actual cost of city fees and permits (including construction, water meter and sewer fees), not to exceed reimbursement of \$7,000 per lot. Pro rata fees, if any, and abatement of Developer's platting and subdivision inspection fees shall also be credited against the Reimbursement Costs. All fees shall be charged to the party requesting the permit, and upon payment to the City, such payment shall be paid to the Developer on a quarterly basis. The City may specifically waive fees paid by the Developer and receive credit against the

Reimbursement Costs. The City and the Developer shall each maintain records of the costs and the credits taken against the costs.

The City shall collect prorata payments at the time any other developers of land not developed by Developer "tie in" to the Sanitary Sewer Expansion or Off-site Water Line and shall pay these collected amounts to Developer until full reimbursement of Developer costs.

**5.2 Reimbursement Caps**— Pursuant to Sections 2.4, 3.4 and 4.4, no reimbursements shall be made without prior City approval of the construction plans and contract price as described in those sections. The maximum reimbursement levels to the Developer are as follows: (a) Water System - \$87,400.00; (b) Sanitary Sewer - \$492,800.00; and (c) Lewis Lane - \$109,000.00.

## **6.0 GENERAL**

**6.1 Inspection and Platting Fee Abatement** – The City shall waive all platting and subdivision inspection permit fees associated with development of the Property by Developer until full reimbursement of the Sanitary Sewer Expansion, Lewis Lane and Off-site Water Line costs. All waived fees shall be credited against the approved Reimbursement Costs.

**6.2 Condemnation** – Developer shall be initially responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which the City determines are necessary for the construction or operation of off-site infrastructure. The City agrees to secure right-of-ways or easements required for infrastructure (including franchise utilities) to serve the Development once Developer has exhausted all reasonable efforts to secure such rights-of-way or easements. The Developer shall share pro rata in the costs of off-site rights-of-way or easement acquisitions.

**6.3 Early Plat Recording** – Developer may record a final plat before the final public improvements are completed and accepted provided a performance bond or surety bond approved by the City is in place. The bond may be submitted for City approval, with the Developer's estimates of each unfinished item and its cost of completion (plus 20% contingency) upon completion of the roads, drainage ways, water and sewer lines. The bond shall include funds for the restoration and repair, if needed, of the drainage (bar) ditches as a result of any damage to the ditches caused by builder activity or utility construction.

**6.4 Notice** - Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed when actually received. Such notice shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

Bedell Family Limited Partnership  
c/o Jerry Bedell  
2205 W. Lucas Road  
Allen, Texas 75002

with a copy to:

John T. Helm, Esq.  
P.O. Box 121  
Allen, Texas 75013

If Notice to Developer:

Steve Sallman  
4925 Greenville Avenue  
Suite 1020  
Dallas, Texas 75206

with a copy to:

Arthur J. Anderson  
Winstead PC  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270-2199

If Notice to Parker:

City Administrator  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002

with a copy to:

James E. Shepherd  
City Attorney  
c/o The Shepherd Law Firm  
1901 North Central Expressway  
Suite 200  
Richardson, TX 75080-3558

## 6.5 Defaults.

a. If a party is in default under this Agreement, the nondefaulting party must notify all parties in writing of an alleged failure by the defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within 30 days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. Bedell shall have the right, but not the duty, to cure an alleged default by the Developer.

b. The nondefaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

c. If the nondefaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the nondefaulting party, or that such failure is excusable, such determination must conclude the investigation.

d. If the nondefaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the nondefaulting party, then the nondefaulting party may proceed to mediation.

e. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two days after the mediation is initiated or 14 days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally unless agreed otherwise by the parties.



f. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the nondefaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity. Construction or development of the Property not in compliance with this Agreement is a material breach of this Agreement. Construction or development in accordance with all material requirements of a City-approved development application shall be presumed to be in compliance with this Agreement.

#### **6.6 Miscellaneous:**

- a. Assignment of Agreement. Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of City and Bedell, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of the Developer's obligations as set forth in this Agreement.
- b. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.
- c. Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- d. Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.
- e. Construction. All construction associated with the Development will be in accordance with applicable ordinances, regulations, development standards and standard details of the City in effect on the effective date of this Agreement.
- f. Entire Agreement and Amendments. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.
- g. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration as to the Developer and Bedell, and the sufficiency of which is forever confessed; and pursuant to § 212.172 of the TEX. LOC. GOV'T CODE as to the City.

- h. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- k. Time is of the Essence. Time is of the essence in this Agreement.
- l. Reservation of Rights and Claims. This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.
- m. Recordation, Releases, and Estoppel.
  - (i) Recordation. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulations that apply to specific lots" mean the Governing Regulations applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).
  - (ii) Releases. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the

Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City.

(iii) Estoppel. From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.

- n. Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.
- o. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.
- p. Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

**6.7 Governmental Powers; Waivers of Immunity** – By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

- a. The City waives its governmental immunity from suit and immunity from liability solely as to any action brought by a party to pursue the remedies available under this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a party to this Agreement.
- b. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**6.8 Effective Date** - The effective date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City.

EXECUTED as of the date first above written.

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its: Managing Partner

By: Walter G. Bedell  
Walter G. Bedell

Its: President

Date: 9-4-07

**LEWIS BEND PARTNERS, LTD.,**

a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
Its: General Partner

By: Warner Capital, L.L.C.,

A Texas limited liability company,

General Partner



By: Stephen L. Sallman, mgr.

Stephen L. Sallman

Its: Manager

Date: 9/6/07

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

By: Stephen L. Sallman, mgr.  
Stephen L. Sallman

Its: ~~President~~ manager

Date: 9/6/07



**CITY OF PARKER, TEXAS**

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

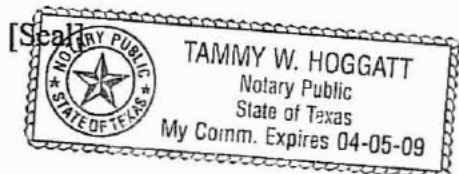
Jerry Tartaglino, Mayor

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

September 11, 2007

STATE OF TEXAS            )  
                                       )  
 COUNTY OF Collin        )

This instrument was acknowledged before me on the 4<sup>th</sup> day of September, 2007, by **WALTER G. BEDELL**, President of Bedell Investments, Inc., Managing Partner of Bedell Family Limited Partnership, a Texas limited partnership.



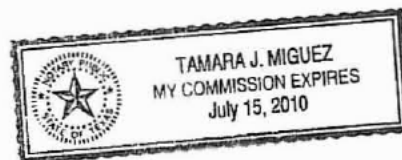
Tammy W. Hoggatt  
 Notary Public--State of Texas

STATE OF TEXAS            )  
                                       )  
 COUNTY OF Dallas        )

This instrument was acknowledged before me on the 10<sup>th</sup> day of September, 2007, by **STEPHEN L. SALLMAN**, Manager of Warner Capital, L.L.C., a Texas limited liability company, General Partner of Warner Land Advisors, L.P., a Texas limited partnership, General Partner of Lewis Bend Partners, Ltd., a Texas limited partnership.

[Seal]

Tamara Miguez  
 Notary Public--State of Texas

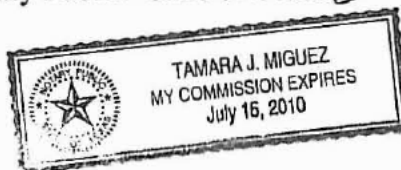


STATE OF TEXAS            )  
                                       )  
 COUNTY OF Dallas        )

This instrument was acknowledged before me on the 10<sup>th</sup> day of September, 2007, by **STEPHEN L. SALLMAN**, President of Warner Capital, L.L.C., a Texas limited liability company.

[Seal]

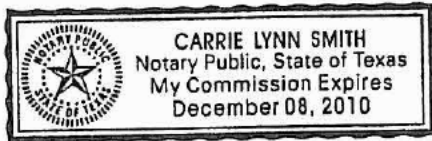
Tamara Miguez  
 Notary Public--State of Texas



STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 1<sup>st</sup> day of September, 2007,  
by **JERRY TARTAGLINO**, Mayor of the City of Parker, Texas.

[Seal]



  
Notary Public--State of Texas

**EXHIBIT "A"**  
**Legal Description**



**EXHIBIT "A"****TRACT 1, 2, 3 & 5**

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428 and the A.J. TUCKER SURVEY, ABSTRACT NO. 910, in Collin County, Texas, and being all of a called 356 acre tract of land described as Tract 1 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at a re-entrant corner in the West line of said 356 acre tract, said point also being the Northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas;

THENCE along the westerly boundary of said 356 acre tract the following:

North 89 degrees 58 minutes 08 seconds West, along the North line of said Parker Lake Estates, Phase 3-A, a distance of 538.99 feet to a 1/2-inch iron rod set in concrete found for the Southeast corner of Parker Lake Estates, Phase 1, an addition to Collin County according to the plat thereof recorded in Cabinet M, Page 202 of the Plat Records of Collin County, Texas;

North 00 degrees 23 minutes 37 seconds West, along the East lines of said Parker Lake Estates, Phase 1, and Parker Lake Estates, Phase 2, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet N, Page 808 of said Plat Records, a distance of 1,652.66 feet to a 1/2-inch iron rod found for corner;

North 89 degrees 17 minutes 03 seconds East, continuing along the easterly boundary of said Parker Lake Estates, Phase 2, a distance of 538.43 feet to a 2-inch iron pipe found for corner;

North 00 degrees 18 minutes 01 second West, along the most northerly East line of said Parker Lake Estates, Phase 2, a distance of 1,193.20 feet to a P.K. nail set in the approximate centerline of W Lucas Road (C.R. 263 - undedicated public road);

THENCE South 89 degrees 49 minutes 08 seconds East, along the approximate center line of said W. Lucas Road, a distance of 2,970.00 feet to a P.K. nail set for the Northeast corner of said 356 acre tract;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 2,303.71 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 495.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00 degrees 08 minutes 59 seconds East, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 89 degrees 51 minutes 01 second East, a distance of 165.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

**EXHIBIT "A"- CONTINUED**

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 2,617.79 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the North line of a called 13.75 acre tract of land described as Tract F in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records,

THENCE South 89 degrees 33 minutes 57 seconds West, along the North line of said Tract F and the North line of a called 49.35 acre tract of land described as Tract C in said Young Dean deed, a distance of 2,640.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" set on the East line of Parker Lake Estates, Phase 3-B, an addition to Collin County according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records,

THENCE North 00 degrees 24 minutes 46 seconds West, along the East lines of said Parker Lake Estates, Phase 3-B, and Parker Lake Estates, Phase 2, a distance of 2,461.83 feet to the POINT OF BEGINNING and containing 15,561,230 square feet, or 357.237 acres of land, more or less.

**AND**

BEING a tract of land situated in the ANN HURT SURVEY, ABSTRACT NO. 428, in Collin County, Texas, and being all of a called 1 acre tract described as Tract 2 in a deed from Irene H. Bedell to Bedell Family Limited Partnership recorded in Volume 4670, Page 1295 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found at a re-entrant corner in the west line of a called 356 acre tract described as Tract 1 in said Bedell deed, said point also being the northeast corner of Parker Lake Estates, Phase 3-A, an addition to Collin County according to the plat thereof recorded in Cabinet N, Page 806 of the Plat Records of Collin County, Texas; thence South 00 degrees 24 minutes 46 seconds East, along the east line of said Parker Lake Estates, Phase 3-A, and the east line of Parker Lake Estates 3-B, an addition to Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 936 of said Plat Records, a distance of 2475.00 feet to the northwest corner of a called 49.35 acre tract of land described as Tract C in a deed to Young Dean Homestead, Ltd., recorded in Volume 5167, Page 3443 of said Deed Records; thence North 89 degrees 22 minutes 41 seconds East, along the north line of said 49.35 acre tract and the north line of a called 13.75 acre tract of land described as Tract F in said Young Dean deed, a distance of 2640. Feet; thence North 00 degrees 45 minutes 08 seconds West, a distance of 2616.07 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for the southeast corner of said Tract 2 and the POINT OF BEGINNING;

THENCE South 89 degrees 51 minutes 01 second West, a distance of 165.00 feet to 5/8-inch rod with cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00 degrees 08 minutes 59 seconds West, a distance of 363.00 feet to a 5/8-inch iron rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE North 89 degrees 51 minutes 01 seconds East, a distance of 161.94 feet to a 5/8-inch rod with cap marked "PETITT - RPLS 4087" set for corner;

THENCE South 00 degrees 37 minutes 59 seconds East, a distance of 363.01 feet to the POINT OF BEGINNING and containing 56,339 square feet, or 1.362 acres of land, more or less.

**EXHIBIT "A" - CONTINUED****TRACT 4**

4856sur

BEING a tract of land situated in the Ann S. Hurt Survey, Abstract no. 428, City Of Parker, Collin County, Texas, the subject tract being a portion of that tract of land conveyed to Rudine C. Newman, Trustee, or her successors in trust, of the NEWMAN LIVING TRUST, according to the Warranty Deed recorded in County Clerk file number 2004-0003770 of the Land Records of Collin County, Texas (LRCCT), the subject tract further being all of that one acre tract conveyed to John Braley and wife, Christine Newman Braley and described as TRACT NO. 1 according to the deed recorded in Volume 639, Page 436 (LRCCT), the subject tract being more particularly described as follows;

BEGINNING at the southwest corner of said Newman Living Trust tract and the southeast corner of a tract of land conveyed to the Bedell Family Limited Partnership, according to the Warranty Deed recorded in County Clerk file number 2000-0050958 (LRCCT), said Beginning point further being on the south line of said Ann S. Hurt Survey and near an ell curve of Lewis Lane, a public Right-of-Way with no dedication found, a 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner, from which a 1/2" iron pin with a cap stamped Pettitt #4087 found bears S 88° 42' 14" W, a distance of 7.78 feet and a power pole bears S 65° 58' 51" E – 39.70 feet;

THENCE, North, along the west line of said Newman Living Trust tract and the east line of said Bedell Family Limited Partnership tract, and easterly of the asphalt pavement in said Lewis Lane, a distance of 1458.18 feet to a point on the south line of that 1.00 acre tract of land conveyed to Rodney S. Warne and Betsy L. Warne according to the General Warranty Deed recorded on County Clerk file number 2001-0102937 (LRCCT), 1/2" iron pin with a red cap stamped Tipton Engineering, Inc. set at corner;

THENCE, N 89° 57' 48" E, along the south line of said Rodney S. Warne and Betsy L. Warne tract, and a north line of said NEWMAN LIVING TRUST tract, passing over a 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 10.64 feet, passing another 1/2" iron pin with a cap stamped "Gere 4117" at a distance of 189.34 feet, and continuing to make a total distance of 397.99 feet to a 1/2" iron pin with a cap stamped "Gere 4117" found at corner;

THENCE, N 00° 46' 29" W, a distance of 208.66 feet to a point on the north line of said Newman Living Trust tract and the south line of a tract of land conveyed to John P. Taddiken and Mary B. Taddiken according to the Warranty Deed recorded in County Clerk file number 2002-0092125 (LRCCT), 1/2" iron pin with a cap stamped "Gere 4117" found at corner, from which the southwest corner of the said John P. Taddiken tract bears S 89° 56' 34" W – 372.38 feet;

THENCE, N 89° 56' 34" E, along said Newman Living Trust tract north line and the John P. Taddiken tract south line, a distance of 613.21 feet to the most easterly corner of said John P. Taddiken tract and an angle point of the Amended Final Plat of Estates of

**EXHIBIT "A" - CONTINUED**

Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet N, Page 709 (LRCCT), a 5/8" iron pin with a cap stamped "Bury + Partners" found at corner;

THENCE, S 89° 49' 12" E, continuing along said Newman Living Trust tract north line and along a south addition line of said Amended Final Plat of Estates of Austin Trail Phase 1, and south addition line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1, an addition to the City Of Lucas recorded in Cabinet P, Page 192 (LRCCT), a distance of 311.63 feet to a 5/8" iron pin found at corner;

THENCE, South, along the east line of said Newman Living Trust tract, and continuing along a westerly line of said Amended Final Plat of Estates of Austin Trail Phase 1, and a westerly line of Lots 14R & 15R of Block D of Estates At Austin Trail Phase 1 part of the way, then along the westerly line of a tract of land conveyed to Joseph C. Juarez and wife, Diane Juarez according to the Warranty Deed recorded in County Clerk file number 2002-0108933, passing at 208.90 feet, a 5/8" iron pin with a cap stamped "Bury + Partners" found, passing 0.41 west of a 5/8" iron pin found at 1035.01 feet and continuing to make a distance of 1666.71 feet to the southeast corner of said Newman Living Trust tract, a 5/8" iron pin found at corner, from which one 60d-nail found bears S 87° 43' 10" E-112.82 feet and another 60d-nail found bears S 87° 44' 54" E - 120.17 feet;

THENCE, West, along the south line of said Newman Living Trust tract and a south line of a tract of land conveyed to the previously mentioned John Braley and wife Christine Newman Braley, said line further being on the north line of a tract of land owned by John L. Morrison according to the Last Will And Testament recorded in Volume 761, Page 57 (LRCCT) and on the north line of a 13.75 acre described tract of land conveyed to Young Dean Homestead Ltd. according to the Warranty Deed recorded on County Clerk file number 2002-0068655 (LRCCT), passing 1.42 feet south of a 1/2" iron pin with a yellow cap (stamp not legible) at a distance of 777.34 feet and continuing to make a total distance of 1320.00 feet to the Place Of Beginning with the subject tract containing 2,117,986 Square Feet or 48.6223 Acres of Land.

**EXHIBIT "B"**  
**Conceptual Plan**



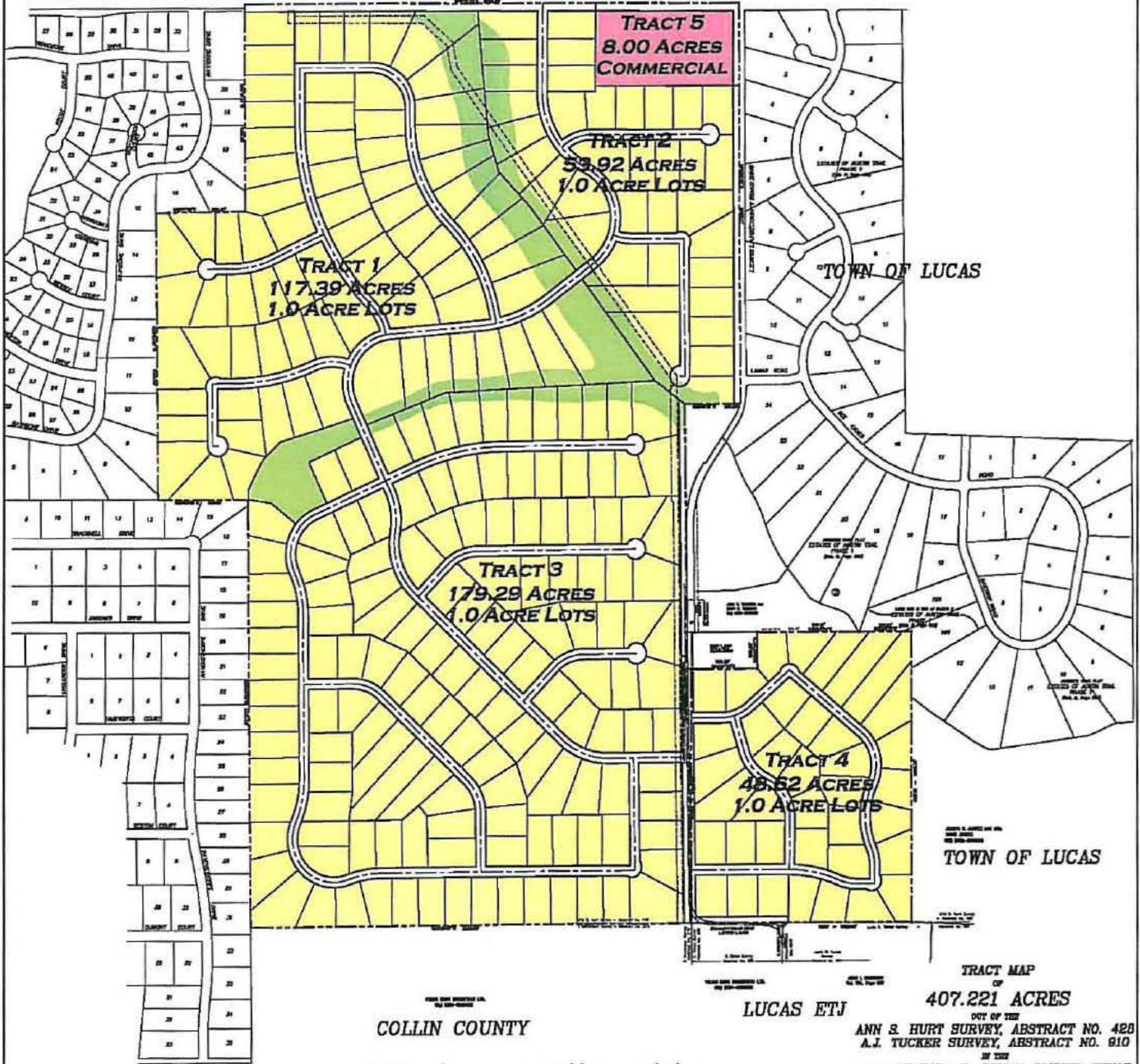
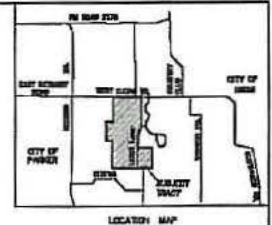
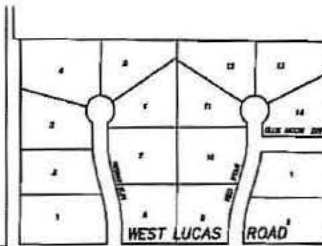
# Concept Plan



SCALE: 1" = 300'

TOWN OF LUCAS

WEST LUCAS ROAD



Maximum Allowable  
Single Family Lots: 315

## EXHIBIT "C"

**Special Regulations**

- 8 Acre "Commercial" Tract 5
  - Allowable Uses
    - Antique Shop
    - Art Gallery
    - Bakery
    - Bank or financial institution
    - Barber or beauty salon
    - Book, card or stationary store
    - Camera and photographic supply shop
    - Catering service
    - Church
    - Clothing or apparel store
    - Coffee Shop
    - Construction field office
    - Convenience store (without gas station)
    - Drugstore or Pharmacy
    - Fabric store
    - Florist
    - Furniture, home furnishings and appliance store
    - Jewelry Store
    - Mailing services
    - Musical instrument sales and repair
    - Office
    - Office furniture, equipment and supply store
    - Parking lot-accessory
    - Photography or art studio
    - Public building
    - Repair shop-personal items
    - Restaurant without drive thru or curb service
    - School
    - Sporting goods store
    - Tailor shop
    - Toy or hobby shop
    - Video rental Store
  - Building regulations
    - Type of materials - Masonry-90% brick, stone or stucco on total elevation, exclusive of windows, doors, gables and trim.
    - Building style – Residential style with a roof pitch of at least 6/12 on all elevations except that a 4/12 pitch is allowed on all elevations with a tile roof (similar to residential style shown in Exhibit "D").

- The City shall have landscaping, site plan and architectural review in order to ensure residential style construction.
- Height - No building or structure shall exceed two stories or 40' maximum height. Height limited to one story not to exceed 35' when located within 150' of a residence. Cupolas and special architectural elements excluded from height limitations.
- Front setback - 50' (or 25' if no parking provided in the setback area and the entire setback is developed as landscaping).
- Side Setbacks - 25' (or 50' if adjacent to residential).
- Rear Setbacks - 30' (or 60' if adjacent to residential).
- Landscape Buffer and Screening
  - A 30' landscape buffer shall be located in the first 30' setback area of the commercial tract.
  - 15% of the area between the main building face and the front property line shall be of a permeable landscaped surface.
  - Parking shall be provided at a ratio of one parking space per 200 square feet of occupied space.
  - Wrought iron and/or tubular steel fencing and permanent evergreen landscape screening consisting of berms (minimum 3' in height), bushes and trees shall be installed on all sides adjacent to residential areas. A berm to be installed on the eastern boundary of the Commercial Tract on either the east or west side of Lewis Lane.
- Residential Tracts 1, 2, 3, and 4
  - Uses-
    - Single Family Residential and accessory uses – no accessory dwellings which are not built as a part of the principal dwelling structure, or as a portion of a detached garage are allowed.
  - Building Regulations
    - Lot Sizes = Minimum Lot Size One Acre
    - Average Lot Size = 1.27 acres gross (over entire development area – not per addition) / 1.0 acre average net
    - Setbacks - Front Setbacks = 50', Side Setbacks 25', Rear Setbacks = 30', Corner Setbacks = 50'
    - Overlength Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length. Waterline looping may be required by the City for lines in cul-de-sacs of over 750 feet.
  - Building Materials
    - First Floor Elevation-90% brick, stucco or stone, exclusive of windows, doors, gables and trim.
    - Total Elevation-75% brick, stucco or stone, exclusive of windows, doors, gables and trim.
  - Minimum Living Space
    - Tracts 2 and 3 – Min. 2,750 square feet (air conditioned space) on all

lots except lots adjacent to Commercial Tract which may be a minimum of 2,500 square feet (air conditioned space).

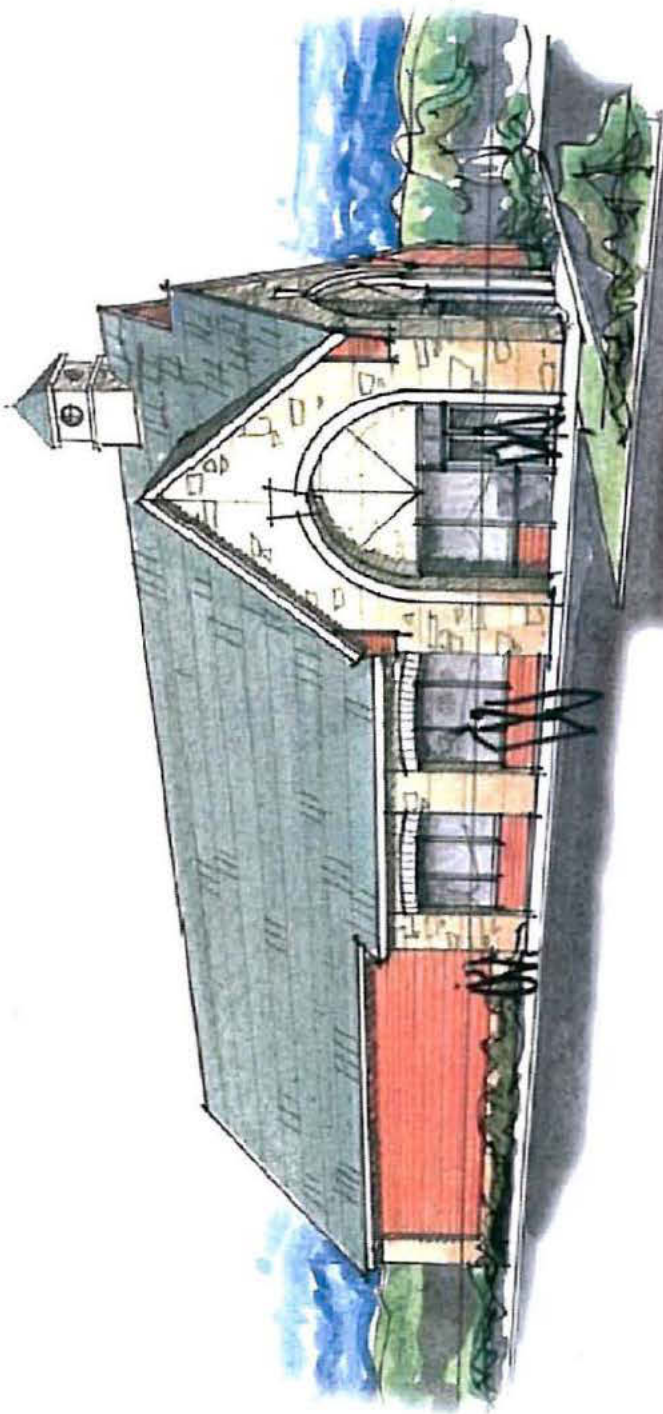
- Tracts 1 and 4 – Min. 3,000 square feet (air conditioned space) on all lots.
- Outbuildings – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.
- Fencing – per City of Parker ordinances.
- Unless addressed hereinabove, development on Tracts 1-4 must comply with the City's SFT zoning district in effect on September 1, 2007.

## EXHIBIT "D"

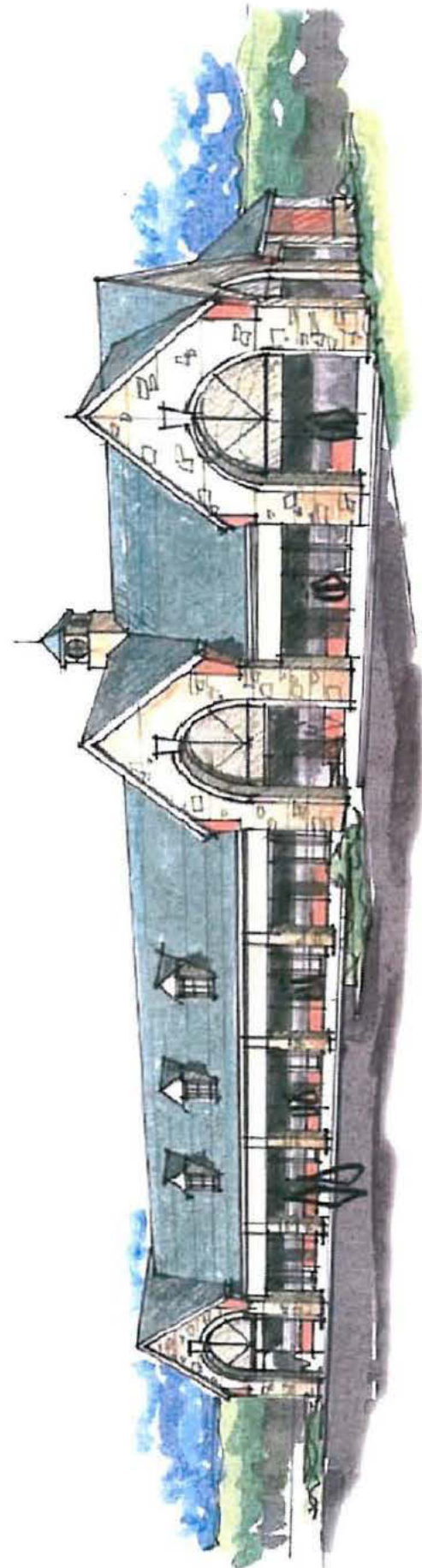
### **Elevation Examples**

Dallas\_1\4909475\9





**BUILDING 2**



**BUILDING 1**

RETURN TO :  
CITY SECRETARY  
CITY OF PARKER  
5700 E. PARKER ROAD  
PARKER, TEXAS 75002

Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
09/25/2007 04:16:27 PM  
\$136.00 DLARD  
20070925001331830



A handwritten signature in cursive script, reading "Stacey Kemp".



## DEVELOPMENT AGREEMENT AMENDMENT #1

**THIS IS AMENDMENT #1** to that certain development agreement (the “Agreement”) dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the “City”), Bedell Family Limited Partnership, a Texas limited partnership (“Bedell”), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, “Developer”). The land area subject of the Agreement is to be known as “Kings Crossing”, the boundaries of which are set forth in the Agreement.

### **I. RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

- 1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

“The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00.”

- 2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

**“5.3 Reimbursement of Developer’s Costs** – The reimbursement of Developer’s costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:

- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
- b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.

- (2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.

5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.

5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City.”

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed,  
which is the 18th day of June, 2013.

**"BEDELL"**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 11-18-13

**"DEVELOPER"**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
Its General Partner

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

By: Stephen L. Sallman, Mgr.  
Stephen L. Sallman  
Its Manager

Date: 11/4/13

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

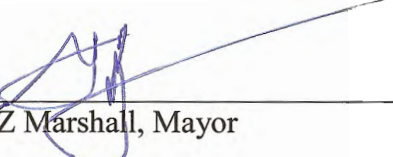
By: Stephen L. Sallman, Mgr.  
Stephen L. Sallman  
Its Manager

Date: 11/4/13





**"City"**  
**City of Parker, Texas**

By:   
Z Marshall, Mayor

Date: November 22, 2013

Amends Res 2007-170  
& Ord 666

Kings Crossi  
Bedell Tract

Meeting Date: 12/19/2023 Item 7.

**MOTION:** Mayor Pro Tem Levine moved to approve the development agreement with Steve Sallman by adding the following conditions: a lack of reimbursement to the developer for Lewis Lane; reimbursement to the developer phase by phase as developed, timed to 90% of the lots and the City is in receipt of fees from the builders; assignment of the contract and reimbursement is for actual costs not to exceed total approved; subject to Mayor Marshall and Steve Sallman signing revised agreement. Councilmember Pettie seconded with Councilmember Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

## PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Stacy Patrick led the pledge.

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

Stacy Patrick, 5202 Ravensthorpe – She requested that the Parker Women's Club be placed on a future agenda to discuss possible changes to a portion of the City's web site assigned to them.

## INDIVIDUAL CONSIDERATION ITEMS

### 4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 4, 2013. [SMITH]

City Secretary Smith requested the minutes be tabled to a future agenda to confirm some information from the meeting.

**MOTION:** Councilmember Pettie moved to table the minutes to a future meeting. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

### 5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2013- 414 AMENDING AN AGREEMENT WITH THE SOUTHEAST COLLIN COUNTY EMS COALITION; REPEALING RESOLUTION 2013-404. [SHEFF]

Parker is a member entity of the Southeast Collin County EMS Coalition and contracts with East Texas Medical Center for the provision of paramedic ambulance service to Parker. This contract expires September 30, 2013.

Resolution 2013-404 authorized a modification to the ambulance contract by i) extending its maturity through September 30, 2014 and ii) allowing the City of Lavon to exit the Coalition and the contract without penalty on November 1, 2013. During the extension period Parker was to pay its ratable share of the subsidy equal

**MINUTES**  
**CITY COUNCIL MEETING**

**June 18, 2013**

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

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

Mayor Marshall called the meeting to order at 3:00 p.m. Councilmembers Stone, Standridge, Levine, Pettie and Taylor were present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Police Chief Tony Fragoso and Fire Chief Mike Sheff.

**EXECUTIVE SESSION**

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

Mayor Marshall recessed the regular meeting at 3:01 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. GOVT. CODE 551.087—ECONOMIC DEVELOPMENT PROSPECT AND PROPOSAL REGARDING A PENDING PROJECT IN THE AREA OF LEWIS AND BETHANY ROADS—KINGS CROSSING.
  - b. GOVT. CODE 551.074 - DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND OR DUTIES OF MEMBERS OF THE POLICE DEPARTMENT AND THE CITY ADMINISTRATOR.
  - c. GOVT. CODE 551.071 - CONFIDENTIAL LEGAL ADVICE REGARDING THE ITEMS ABOVE.
2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 5:30 p.m.

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



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## **DEVELOPMENT AGREEMENT AMENDMENT #1**

**THIS IS AMENDMENT #1** to that certain development agreement (the "Agreement") dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the "City"), Bedell Family Limited Partnership, a Texas limited partnership ("Bedell"), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, "Developer"). The land area subject of the Agreement is to be known as "Kings Crossing", the boundaries of which are set forth in the Agreement.

### **I. RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect the change in the need to remove reimbursement provisions for the renovation of Lewis Lane, and the corresponding need to increase funds for additional expenses to be incurred for offsite water lines, and on and offsite sewer lines.
- B. An additional sewer force main not contemplated in the original Agreement has been identified as a need for the development.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

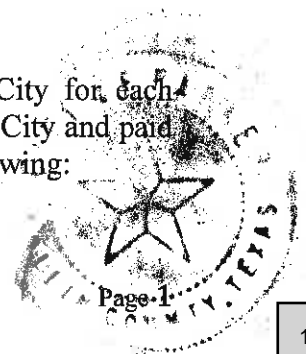
- 1. The last sentence of paragraph 5.2 of the Agreement is deleted, and replaced with the following sentence:

"The maximum total reimbursement paid to the Developer for the combined reimbursement costs of the water system and sanitary sewer expansion shall not exceed the actual approved costs for those projects, and in no event shall exceed the sum of \$689,200.00."

- 2. Section 5 of the Agreement is hereby amended by adding the following new paragraph 5.3:

**"5.3 Reimbursement of Developer's Costs** – The reimbursement of Developer's costs from fees collected within the development is limited to \$7,000 per lot in Paragraph 5.1. The disbursements will be paid or retained as follows:

- (1) The reimbursement funds collected by the City for each phase of the Development will be held by the City and paid quarterly to the Developer, subject to the following:



- a. No material claim has been made by the City with regard to the water, sewer, drainage, or road improvements subject to reimbursement under the Development Agreement which has not been resolved, or which is not insured by the maintenance bonds provided in accordance with the subdivision regulations.
  - b. No material dispute and/or litigation is pending by and between the City and the Developer regarding any matter subject of this Development Agreement.
- (2) In the event a. and/or b. above has occurred, the City may retain the funds which would otherwise have been paid to the Developer, but only to the extent reasonable to pay the estimated costs to cure the default or dispute. The funds may be retained by the City until the default is cured in accordance with paragraph 6.5 of the Development Agreement at which time the funds will be released.
- 5.3.1 The City of Lucas and Collin County have improved Lewis Lane. The original \$109,000 allocated in the Agreement incentives for the Developer will not be expended for that purpose. Any improvements required of the Developer by the City subdivision regulations, including any required improvements to Lewis Lane, will not be reimbursed.
- 5.3.2 No interest shall accrue to the Developer on any retained amount while held by the City.”

*(Signature page follows)*





This Agreement Amendment is effective on the date all parties have signed,  
which is the 21st day of January, ~~2013~~ 2014.

**"BEDELL"**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Bedell Investments, Inc.,  
Its Managing Partner

By: Walter G. Bedell  
Walter G. Bedell  
Its President

Date: 1/21/14

**"DEVELOPER"**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
Its General Partner

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

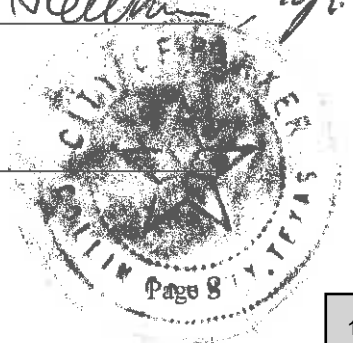
By: Stephen L. Sallman, mgr.  
Stephen L. Sallman  
Its Manager

Date: 1/15/14

**WARNER CAPITAL, LLC,**  
a Texas limited liability company

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

Date: 1/15/14





“City”  
City of Parker, Texas

By:   
Z. Marshall, Mayor

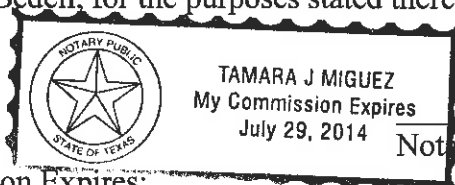
Date: Jan. 21, 2014



STATE OF TEXAS §

COUNTY OF ~~COLLIN~~ <sup>Dallas</sup> §

This instrument was acknowledged before me on the 21<sup>st</sup> day of Jan., 2014,  
by Walter G. Bedell, for the purposes stated therein.



Tamara Miguez  
Notary Public, State of Texas

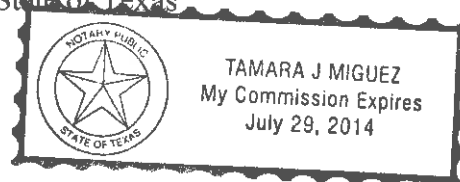
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF ~~COLLIN~~ <sup>Dallas</sup> §

This instrument was acknowledged before me on the 15<sup>th</sup> day of Jan., 2014,  
by Stephen L. Sallman, for the purposes stated therein.

Tamara Miguez  
Notary Public, State of Texas

My Commission Expires: 7-29-2014

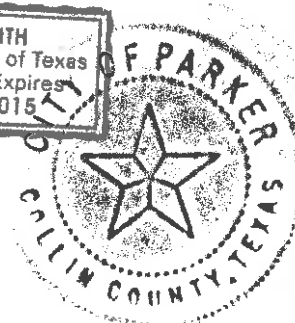
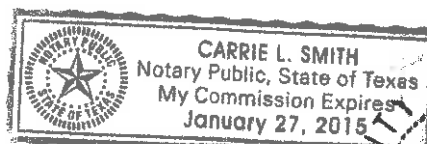
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Z Marshall,  
known to me to be the Mayor of the City of Parker, whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he/she executed the same for the purposes and  
consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21<sup>st</sup> day of January  
2014.

Carrie L. Smith  
Notary Public, State of Texas

My Commission Expires: 1/27/15

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/22/2014 04:06:37 PM  
\$42.00 DLARD  
20140122000069210



A handwritten signature in cursive script that reads "Stacey Kemp".

**ORDINANCE NO. 830**  
*(Approval of Amendment #2 to Bedell Tract Development Agreement)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AMENDMENT #2 TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PARKER, BEDELL FAMILY LIMITED PARTNERSHIP, LEWIS BEND PARTNERS, LTD., AND WARNER CAPITAL, LLC; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 21, 2007, via Resolution No. 2007-170, the City of Parker approved a Development Agreement with the Bedell Family Limited Partnership, Lewis Bend Partners, Ltd., and Warner Capital, LLC concerning property as more specifically described as Tracts 1, 2, 3, 4, and 5 therein (the “Bedell Tracts”), as attached hereto as Exhibit A (the “Development Agreement”), and

**WHEREAS**, on June 18, 2013, the City Council for the City of Parker, Texas approved an amendment to the Development Agreement for specific changes thereto, subject to the parties signing a revised agreement, and

**WHEREAS**, in November 2013, the parties signed Development Agreement Amendment #1, attached hereto as Exhibit B, effectuating the parties agreement following the June 18, 2013 council meeting; and

**WHEREAS**, the developer has requested additional changes to the Development Agreement related to parking space calculation and a limitation on allowed uses, and

**WHEREAS**, the developer has presented the City with a proposed Amendment #2 to the Development Agreement including language for both changes and is attached hereto as Exhibit C; and

**WHEREAS**, the City Council finds it is in the public interest to approve Amendment #2 to the Development Agreement;

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

**Section 1.** The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

**Section 2.** The City Council hereby approves Amendment #2 to the Development Agreement as attached hereto as Exhibit C. The Mayor is authorized to execute Amendment #2 on behalf of the City and to carry out all duties and obligations of the City pursuant to the Development Agreement as amended.

**Section 3.** To the extent Resolution No. 2007-170 and the previously approved Development Agreement and Amendment #1 thereto are inconsistent with this ordinance, they are repealed. The remaining portions are to remain in full force and effect.



**Section 4.** This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2022.**



  
Lee Pettie, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
Larence M. Lansford, III, City Attorney

## **DEVELOPMENT AGREEMENT AMENDMENT #2**

**THIS IS AMENDMENT #2** to that certain development agreement (the "Agreement") dated the 11<sup>th</sup> day of September, 2007 by and among the City of Parker, Collin County, Texas, (the "City"), Bedell Family Limited Partnership, a Texas limited partnership ("Bedell"), Lewis Bend Partners, Ltd., a Texas limited partnership and Warner Capital, LLC, a Texas limited liability company (collectively, "Developer"). The land area subject of the Agreement is to be known as "Kings Crossing," the boundaries of which are set forth in the Agreement.

### **I. RECITALS**

- A. Developer has requested certain modifications to the Agreement to reflect a change in the parking requirement for commercial uses.
- B. Developer has also requested a modification to the Agreement in order to prohibit any Sexually Oriented Business uses.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in the Agreement, and this Amendment, the parties agree to modify the Agreement as follows:

- 1. The third sentence under the subheading "Landscape Buffer & Screening" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations** that describes the required parking ratio is deleted, and replaced with the following sentence:

"Parking shall be provided at a ratio of one parking space per 300 square feet of air-conditioned space."

- 2. Under the subheading "Allowable Uses" within the section regarding the "8 Acre 'Commercial' Tract 5" on **Exhibit C – Special Regulations**, the following shall be added:

"Sexually Oriented Businesses shall be specifically prohibited."

*(Signature page follows)*

This Agreement Amendment is effective on the date all parties have signed,  
which is the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**"BEDELL"**

**BEDELL FAMILY LIMITED PARTNERSHIP,**  
a Texas limited partnership

Bedell Investments, Inc.  
Managing Partner

By: \_\_\_\_\_  
Sandy L. Bedell  
Vice-President

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

**"DEVELOPER"**

**LEWIS BEND PARTNERS, LTD.,**  
a Texas limited partnership

By: Warner Land Advisors, L.P.,  
a Texas limited partnership,  
Its General Partner

Warner Capital, L.L.C.,  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

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

**WARNER CAPITAL, L.L.C.,**  
a Texas limited liability company,  
General Partner

By: \_\_\_\_\_  
Stephen L. Sallman  
Its Manager

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



"CITY"

City of Parker, Texas

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

Lee Pettie

Mayor

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

11/16/2022

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

STATE OF TEXAS       §  
                                   §  
 COUNTY OF COLLIN   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Sandy Bedell**, for the purposes stated therein.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

SEAL  
 My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                   §  
 COUNTY OF COLLIN   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Stephen L Sallman**, for the purposes stated therein.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

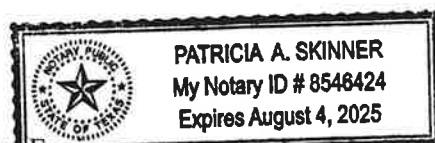
SEAL  
 My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                   §  
 COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared, **Lee Pettie**, known to me to be the **Mayor of the City of Parker**, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, on behalf of the City of Parker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 16 day of November, 2022.

SEAL  
 My Commission Expires: \_\_\_\_\_



Patricia A. Skinner  
 Notary Public in and for the State of Texas





## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Administrator Luke B. Olson
Estimated Cost:	Date Prepared:	December 11, 2023
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Proposed Personnel Policy</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-776 APPROVING AND ADOPTING THE PERSONNEL POLICY MANUAL REPLACING THE PREVIOUS EMPLOYEE MANUAL ADOPTED BY RESOLUTION 2009-277 (PREVIOUSLY RES. NO. 2009-254).

### SUMMARY

The existing Employee Manual adopted by Resolution 2009-277 has been the controlling document for 14 years. The proposed Personnel Policy Manual was drafted by outside counsel specializing in municipal and employment law in consultation with staff and reflects the most current requirements suited for the City of Parker, a type A General Law Municipality.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

#### Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023

**RESOLUTION NO. 2023-776**  
*(Personnel Policy Manual)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS, ADOPTING A PERSONNEL POLICY  
MANUAL; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the City Council of the City of Parker recognizes the need for established policies and procedures to promote and maintain the highest degree of professional conduct for City employees; and

**WHEREAS**, the City Council of the City of Parker further recognizes that professionalism begins with employee awareness of the City of Parker's expectations of each and every individual employee; and

**WHEREAS**, the existing Employee Handbook was adopted by Resolution 2009-254 and requires updating to reflect any changes in the law and the City.

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

**SECTION 1.** The Personnel Policy Manual attached hereto as Exhibit A and incorporated herein by this reference is approved and adopted.

**SECTION 2.** That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions 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 19th day of December, 2023.

{Signatures Below }

**APPROVED:  
CITY OF PARKER**

---

Mayor Lee Pettie

ATTEST:

---

City Secretary Patti Scott Grey

APPROVED AS TO FORM:

---

Amy J. Stanphill, City Attorney

EXHIBIT A  
PERSONNEL POLICY MANUAL

Proposed

# City of Parker

## PERSONNEL POLICY MANUAL

PROPOSED



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## **CHAPTER 1 – CITY POLICIES**

### **Section 1.1** **Introduction**

The purpose of the personnel policy manual is to promote understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures. This manual is designed to acquaint all employees with the City and provide information about working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the City to benefit employees. It is not intended to give specific guidelines for every conceivable personnel action; it does not replace in-person conversations with your supervisor. Because of the variety of services performed by the City, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. An employee who violates a City or departmental code of conduct, rule, policy, or procedure is subject to disciplinary action.

The City reserves the authority to modify, revoke, interpret, or terminate any or all the rules and regulations specified in the personnel policy manual in whole or in part, at any time, with or without notice. The issuance of the personnel policy manual does not constitute an express or implied contract between the City of Parker and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City of Parker, which is not consistent with the personnel policy manual.

The Human Resources function may be performed by a designated City employee with a different title; all references to “Human Resources” or “Human Resources Manager” refer to the assigned employee and his or her designee.

### **Section 1.2** **At-Will Employment**

Employment with the City of Parker is on an at-will basis. Employment with the City is for no fixed or definite term. At-will employment means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. No agreement or promise regarding an employee's terms or conditions of employment is binding on the City unless such agreement is in writing, approved by the City Council, and signed by the Mayor. This personnel policy manual does not constitute a contract of employment. Nothing in this personnel policy manual is intended to alter the continuing at-will status of employment with the City.

### **Section 1.3** **Equal Opportunity Employer**

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, color, religion, sex, sexual

orientation, gender identity, national origin, disability, genetics, veteran's status or other unlawful basis, is prohibited.

### **Section 1.4** **Inappropriate Conduct and Prohibited Harassment**

All City employees are entitled to a workplace free of unlawful harassment and inappropriate conduct by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in inappropriate conduct and unlawful harassment of other employees, citizens, vendors, and all other third parties.

#### **Unlawful Sexual Harassment**

- All types of sexual harassment are prohibited. "Sexual harassment" means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if submission to the advance, request, or conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- submission to or rejection of the advance, request, or conduct by an individual is used as a basis for a decision affecting the individual's employment; or
- the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

**It is an unlawful employment practice if sexual harassment of an employee occurs and the City's management or a supervisor (1) knows or should have known that the sexually harassing conduct was occurring; and (2) fails to take immediate and appropriate corrective action.**

#### **Inappropriate Conduct and Other Prohibited Harassment**

In addition to the State law prohibiting sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, sexual orientation, gender, gender identity, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping;



threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic.

Conduct, comments, or innuendoes that may be perceived by others as offensive are inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats and travel situations as well.

### **Mandatory Reporting**

The City requires that employees report all perceived incidents of harassment or inappropriate conduct, regardless of the offender's identity or position.

Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

- the Department Head
- the City Administrator or
- Human Resources

Any supervisor, manager, or department head who becomes aware of possible conduct prohibited by this policy must immediately advise the department head and/or the City Administrator.

Under this policy, an employee may report to and/or contact the City Administrator, without regard to the employee's normal chain of command:

Voice messages or e-mails may be left at any time.

### **Investigation**

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with City investigations and to maintain confidentiality.

### **Retaliation Prohibited**

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

### **Responsive Action**

The City will take immediate and appropriate action upon receipt of a sexual harassment complaint.

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

## **Section 1.5**

### **Drug and Alcohol Use Policy/Testing**

It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

#### **Prohibition Against Alcohol and Illegal and Unauthorized Drugs**

While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or have a detectable amount of alcohol in his/her system (.02) (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

#### **Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia**

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment.

Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

#### **Permissive Use of Prescribed and Over-The-Counter Drugs**

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

## **Police Department Employees**

Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

## **Mandatory Disclosure by Employees**

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Administrator if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## **Employees Who Are Called Out**

Employees who are aware they are subject to being called out are expected to be fit for duty upon reporting to work.

Any employee who is called out is governed by this policy. If a situation occurs where the employee called out has a detectable amount of alcohol in his/her system (.02) or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

## **Mandatory Reporting of Arrests and Convictions**

Employees must notify their immediate supervisor and the department head, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

## **Off-Duty Conduct**

The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Any employee reporting to work under the influence of illegal drugs or with a detectable amount of alcohol (.02 bac or higher) may be disciplined, up to and including termination.

## **Rehabilitation/Treatment**

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of

absence to participate in a rehabilitation or treatment program. An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action. The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The employee is responsible for all costs associated with any rehabilitation or treatment program. The cost of any rehabilitation or treatment may be partially covered under the City's group health insurance policy.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available Vacation leave or Sick leave.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City approved leave for rehabilitation or treatment is conditioned on the following:
  - Initial negative test for drugs and/or alcohol before returning to work;
  - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
  - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
6. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and
7. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the City Administrator. The employee must meet with the City Administrator to discuss the terms of continued employment and sign a formal agreement before returning to work.

### **Policy Violations**

Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their

supervisor or the City Administrator to receive assistance or referrals to appropriate resources in the community.

## **TESTING**

### **Types of Tests**

Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedure.

### **Testing of Applicants**

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for illegal and unauthorized drugs.

A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

### **Testing of Employees**

1. Employees will be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. The City may conduct random testing on employees holding safety sensitive positions in the police department, fire department, and public works departments.
3. Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia, or credible reports of drug use even if anonymously provided) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol.
5. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
6. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
7. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.



8. A positive test result is a violation of the City's Drug and Alcohol Use Policy and will result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
9. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees (below) for additional information.

### **Testing Procedures**

1. All testing must normally be authorized in advance by both the employee's department head and the Human Resources Manager. If the department head is unavailable within a reasonable period of time, the Human Resources Manager, with sole discretion, authorize the testing of an employee. If the Human Resources Manager is unavailable within a reasonable period of time, the department head or Human Resources Manager may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is has any detectable amount of alcohol or illegal/unauthorized drugs. Testing should be arranged as soon as possible after the supervisor's articulable observations and no later than 4 hours after the articulated observations.
2. If an employee is involved in workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the City Administrator and Human Resources; supervisors on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

### **DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES**

### **Employees/Applicants Subject to Testing**

The City complies with the U.S. Department of Transportation's (DOT) physical mandated by the Federal Motor Carrier Safety Administration (FMCSA) applicable to employees in positions requiring a Commercial Driver's License (CDL). A DOT physical helps determine if a driver is physically, mentally, and emotionally fit to operate a CMV. For your safety and the public's safety, FMCSA requires all CDL holders to complete and pass a DOT physical to maintain a valid commercial driver's license.

Covered drivers must also comply with DOT drug testing and alcohol testing procedures.

### **Questions**

Anyone with questions regarding this policy should contact the Human Resources Manager.

### **Section 1.6 Nepotism** **(Employment of Relatives)**

This policy is designed to prevent conflicts of interest and perceptions of biased conduct and to maintain the confidentiality of restricted information.

**Hiring & Employment of Relatives.** The City will not hire a relative of a current employee without the express written authorization of the City Administrator. Continuing employment of employees who become relatives after they are hired is subject to the following:

- No employee may supervise, review, or process the work of a relative;
- The employees' relationship must not create an actual or potential conflict of interest;
- There can be no interdependence or relationship between jobs that might be potentially detrimental to the City;
- Relatives cannot work in the same Department; Department Heads cannot have a relative in their own or in another Department.

### **Mayor, Council Members, and City Administrator.**

- Relatives of the Mayor may not work for the City.
- Relatives of City Council members may not work for the City.
- Relatives of the City Administrator may not work for the City.

**Employee Dating.** Department Heads are prohibited from dating another City employee. Other supervisors are prohibited from dating anyone in their own Department and are discouraged from dating employees in other Departments, especially if the relationship (or dissolution of the relationship) might reasonably create a disruption to the work environment, create a conflict of interest or the appearance of a conflict of interest, or lead to charges of favoritism, discrimination, or sexual harassment.

If a dating relationship is permitted under this policy, repeatedly asking out someone who is not interested is still a violation of this policy. For purposes of this policy "dating" includes both serious and casual dating and other conduct associated with romantic or sexual relationships. Anyone with questions as to whether an existing or potential relationship is prohibited by this policy is directed to discuss it with their Director, Human Resources, and/or the City Administrator's Office.

## Required Disclosures.

- **Job Applicants.** Job applicants, both internal and external, must disclose during the hiring process if they are related to or are dating the Mayor, a Council Member, or a current City employee.
- **Current Employees.** Employees are required to notify the Human Resource department of the following:
  - **Relatives Seeking Employment.** Employees who know that a relative is or has applied for employment with the City must immediately notify Human Resources.
  - **Impending Relationships.** The City recognizes that future situations may arise where employees who were not relatives or who were not dating when hired may subsequently become related to or consider dating another City employee. If a romantic relationship, engagement, marriage, reorganization, or other situation will result in a violation of this policy, affected employees must immediately inform the appropriate Department Head and Human Resources.
- **Supervisors.** Supervisors must immediately disclose to the Human Resource department any known or suspected violations of this policy, as well as any impending relationships that will or may be in violation. Human Resources will work with Department Heads and the City Administrator to determine if this policy is or will be violated and coordinate any further action.

**Application.** This policy applies to all employees. Relationships that violate this policy will, unfortunately, result in the termination of one or both employees if a transfer or other resolution is not workable.

**Definition of Relative.** The definition of a “relative” is applied broadly and includes an employee’s:

- Mother, father, daughter, son, sister and brother;
- Stepparent, stepchild, and stepsibling;
- Aunt, uncle, niece, nephew, grandparent, and grandchild;
- Great-grandparent and great-grandchild;
- Spouse and the spouse’s mother/father, brother/sister, son/daughter, aunt/uncle, niece/nephew, grandparent, grandchild, great-grandparent and great-grandchild;
- Former spouse, fiancé, “significant other,” and members of the same household.

### Section 1.7

#### **Conflict of Interest and Outside Employment**

It is the policy of the City of Parker to establish that no officer or employee shall give occasion for distrust of integrity, impartiality, or devotion to the best interests of the City and the public trust held by such persons.

No officer or employee shall use or attempt to use his official position to secure special advantage, privilege or exemption for him or herself or others.

To guard against a potential conflict of interest, no employee of the City of Parker may engage in any outside employment or self-employment without first securing approval, in writing, from his or her Department Head and approved by the City Administrator.

## **Section 1.8**

### **Health/Medical Examinations/Fitness for Duty**

The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health and fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

#### **Serious Health Condition/Disabilities**

The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment.

As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

#### **Medical Exams for Current Employees**

The City Administrator, or an employee's department head (with the prior written approval of the City Administrator) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. Any requested medical examinations of employees will be job-related and consistent with business necessity.

#### **Medical Information from an Employee's Doctor**

Under certain circumstances, the City Administrator may require employees to provide medical information from their healthcare provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

#### **Genetic Information**

In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### **Medical Records**

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and

managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

### **Return to Work/Fitness for Duty**

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the City Administrator. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

### **Time Off from Work**

Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave but may be retroactively changed to Sick or Vacation leave as circumstances warrant.

## **Section 1.9** **Americans with Disabilities Act**

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the City Administrator.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate Supervisor, Department Head, or the City Administrator.

## **Section 1.10** **Modified Duty Assignments**

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion.

A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's



employment with the City; the employee's performance and disciplinary history in making modified duty assignments.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond thirty (30) calendar days without an evaluation by the employee's treating physician and a recommendation from the department head to the City Administrator. Only the City Administrator may approve an extension of a modified duty assignment.

Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by the treating physician or revert to workers' compensation indemnity payment or accumulated leave benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for leave benefits under City policy and salary continuation benefits under workers' compensation, but may still be granted unpaid leave.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury. This policy will be enforced consistent with the City's obligations under the ADA/ADAAA.

### **Section 1.11** **Social Media Policy**

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees, and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City.

The term "social media" encompasses Twitter, Facebook, Snapchat, TikTok, LinkedIn, Instagram, Threads, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.

### **Use of City's Internet**

Use of the City's Internet is a privilege and City employees must responsibly and ethically use it. The City may monitor an employee's access, use, and postings to the City's Internet to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. Employees have no expectation of privacy when using the City's internet.

The City expects all employees to follow the Guidelines below when posting information on

the City's Social media sites.

### **Other City Policies**

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides an effective system for employee complaints through the "General Complaint and Grievance" policy without resorting to social media.

### **Employee Guidelines: Use of City's Social Media on Work Time**

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

- Blogging, or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.
- Employees must obtain written authorization from the City Administrator to update or post on social media sites on behalf of the City and all content must be approved prior to posting.
- All the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of social media on work time and on City equipment on City networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communication systems or equipment at any time.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City regarding information sent through the City's Internet.
- Individual supervisors do not have the authority to make exceptions to these guidelines.

### **Employee Guidelines: Use of Personal Social Media While not on Work Time**

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below.

- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media. Recognize that postings on your social media site, even if done off premises and while off duty, could have an adverse effect on the City's legitimate business interests.

- Respect coworkers and the City. Do not put anything on your personal social media site that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not put anything on your personal social media site that may constitute violation(s) of the City's Inappropriate Conduct and Prohibited Harassment policy.
- Do not post any pornographic pictures of any type that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.
- Do not post pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.
- Do not post information on your personal social media site that could adversely impact the City and/or an employee of the City.
- Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.

## **CHAPTER 2 – EMPLOYMENT**

### **Section 2.1** **Employee Applications**

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Section 2.2** **Employee Classifications**

#### **Exempt Employees**

Salaried executive, administrative, and/or professional employees earning \$684 per week or more and who meet all of the exempt requirements of the FLSA are exempt under FLSA and are not eligible for overtime pay. Exempt employees usually work in excess of forty hours per week. Due to the nature of exempt work, exempt employees may work irregular, incidental, casual or discretionary hours beyond their normal work schedule. Such hours are an integral part of the job. The job description should inform employees whether their position is exempt.

However, exempt personnel may be allowed to flex time at the discretion of the City Administrator if the employee worked over the required eighty (80) hours during a pay period. Exempt personnel wishing to flex time off are expected to obtain approval in advance from the City Administrator. Exempt employees will not be paid for any additional hours worked upon separation.

#### **Non-Exempt Employees**

Non-Exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

#### **Full Time Employees**

Full-time employees are those persons employed to work a regular full schedule. Each full-time employee is eligible for all benefits provided by the benefits plan currently in effect, subject to any waiting periods defined in specific plans.

#### **Part Time Employees**

Part-time employees generally work fewer than 18 hours per week and are paid on an hourly basis. Part-time employees do not participate in or receive employee benefits.

#### **Seasonal Employees**

Employees may be hired on a seasonal basis and are paid on an hourly basis. Seasonal employees do not participate in or receive benefits.

### **Section 2.3**

#### **Selection Process**

The Department Head shall determine the most appropriate means of selecting applicants using job requirements to identify the best qualified and best suited applicant(s). Reference checks, interviews, assessment centers, medical examinations, performance tests, written tests, and other selection methods may be used.

Applicants shall be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed requirements for the position(s) involved.

### **Section 2.4**

#### **Training and Evaluation Period**

All regular employees shall be placed in a training and evaluation capacity for a period of three (3) months, with the exception of police personnel, who shall be placed in a training and evaluation capacity for a period of twelve (12) months. This training and evaluation period will be utilized for closely observing the employee's work; for securing the most effective adjustment for a new employee to the position; and for dismissing any employee whose performance does not meet the required work standards. During this training and evaluation period, employees have no opportunity to appeal their termination.

### **Section 2.5**

#### **Working Hours/Attendance**

City Administration office hours are from 8:00 a.m. until 5:00 p.m. Monday-Friday. Scheduled working hours, lunch and rest breaks are established for each department employee by their respective department head. This schedule may change from time-to-time depending on the needs of the City of Parker. City offices are closed on Saturday and Sunday. Regular and reliable attendance is expected for all employees.

### **Section 2.6**

#### **Promotional Opportunities**

Employees interested in promotional opportunities must apply through the Administration Department when opportunities are officially posted. The hiring supervisor will be allowed to review the employee's personnel file.

The City of Parker reserves the right to select individuals that it deems best suited for positions consistent with equal opportunity laws and fairness.

### **Section 2.7**

#### **Transfers**

A transfer is the assignment of an employee in one position to another position at the same rate of pay. As with any other job opportunity, employees interested in a transfer must apply through the Administration Department when such an opportunity is officially posted. (This does not include internal transfers within a specific rank or classification within a department.) The hiring supervisor will be allowed to review the employee's personnel file.



A transfer does not affect the current rate of pay.

There will likely be no objection to capable employees transferring between departments provided the following conditions are met:

- Both department heads are aware of it and agreeable **before** contact is made with the employee.
- That the employee is the best available person to fill the job that is open.
- That the employee is qualified to handle the new job and it will not create undue hardship in the department that the employee is leaving.

### **Section 2.8** **Voluntary Demotion**

Voluntary demotions occur whenever employees apply for and accept a position at a lower pay rate. Prior to accepting the job offer, the Department Head and the City Administrator will decide the pay rate for the demotion, but it must be within the pay range of the lower job classification.

### **Section 2.9** **Involuntary Demotion**

An involuntary demotion occurs whenever a Department Head makes an administrative decision to permanently reassign an employee to a lower pay rate or reduced responsibilities. Compensation for an employee involuntarily demoted will be determined on a case-by-case basis by the Department Head and City Administrator depending on the circumstances of the demotion.

### **Section 2.10** **Temporary Assignments**

An employee may temporarily be paid at a higher base rate of pay if he or she performs all the duties of a higher job classification for a prescribed period of time. A temporary assignment to a higher job classification does not constitute a promotion and shall not be used to circumvent normal selection procedures. The employee involved shall not acquire any status or rights in the class to which temporarily assigned.

The City of Parker reserves the right to assign higher-level duties to an employee without additional compensation. Additional compensation for temporary assignments or acting duty shall be paid only if officially authorized by the Department Head and City Administrator.

### **Section 2.11** **Layoffs – Reduction in Force**

An employee may have his/her employment terminated due to the elimination of budgeted positions by the City Council. This is a non-disciplinary termination and is not subject to appeal.

## **Section 2.12**

### **Searches**

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the City Administrator. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

## **Section 2.13**

### **Telephone Contact**

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

- No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work-related matters.
- All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

## **CHAPTER 3 – WORK PERFORMANCE**

### **Section 3.1** **Periodic Reviews**

It is a goal of the City to establish a uniform and equitable plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the City and to reward meritorious service.

Newly hired employees will experience an intense period of job orientation for the first several months of employment. New employees will be evaluated on job performance as often as necessary. Employees will be evaluated three months after hire, and Police Officers will be evaluated 12 months after hire; all employees will be evaluated annually thereafter.

Periodic reviews may be performed when an employee's performance does not meet expectations or in any other event that the supervisor determines a performance review is needed.

If an employee believes he/she has received an unfair or incorrect performance evaluation, it should first be discussed with the Department Head during the initial evaluation interview. Written comments on the evaluation form are allowed, or they may be attached to the form, regarding why the employee contends the evaluation is unfair or incorrect. Written comments shall become part of the personnel file. Signing an evaluation does not indicate agreement with the review, only that it has been received.

### **Section 3.2** **Education and Training**

All employees shall have the knowledge and expertise to do their job. Employees will have the minimum educational standard required for their position. In addition, the City of Parker will work to provide the following:

- On the job training - Each employee will receive training on procedures, policy, and equipment from their supervisor and other employees in similar positions.
- Government required education and registration – All employees so required will achieve and maintain their own educational and registration requirements.
- Additional training and education – From time to time, additional training and education will be required to enhance job performance, knowledge, skills and ability.

### **Section 3.3** **Memberships in Organizations and Associations**

The City of Parker may pay for memberships in organizations and associations whose objectives and purposes are directly related to the objectives and purposes of the City. Each Department Head will be responsible for approving payment for membership in the organization.

## **CHAPTER 4 CONDUCT**

### **Section 4.1** **Commitment**

The City of Parker expects each employee to provide quality public services by meeting high standards of job performance and conduct and by following established policies, procedures, rules, regulations, and practices. For this reason, all employees are to be treated as responsible adults in the employment relationship. Employees are expected to meet the City of Parker's performance standards and perform his/her job in an efficient and safe manner. Supervisors will provide a written job description and performance expectations. Employees are expected to hold a high level of commitment to the City of Parker organization. This commitment should be shown through cooperation, good work habits, and high standards of efficiency, economy, and accountability in the public service.

### **Section 4.2** **Personal Appearance**

All employees, regardless of work location and degree of public contact, are expected to maintain a good personal appearance and an acceptable standard of cleanliness and personal hygiene at all times.

While it is not the City's intention to dictate the personal wardrobe of employees, the appearance and dress of employees are important in creating a favorable image supportive of public confidence. In general, dress and grooming which management might consider faddish, extreme, slovenly, or overly casual should be avoided. The following guidelines should prove helpful:

1. Appearance of all employees should be businesslike and within the limits of common sense and acceptable community standards. Employees should wear clothing that is neat, clean, professional, attractive and suitable for business, except when fieldwork is required. Very casual clothing and evening wear are not appropriate.
2. Those employees who are issued uniforms are expected to wear them and present a neat and clean appearance. Identification badges should be worn when appropriate.
3. Grooming, hairstyle and length should be the individual's choice, but should avoid extremes, be neat, clean, and suitable for business. Safety concerns may override some employee preferences. Accessories and shoes should be functional and safe for the type of work performed. Since it is impossible to foresee all possible individual variations in dress and style, employees should be alert to the reactions of other employees and the public to their appearance.
4. Judgment is to be exercised by the department head to assure that equitable and uniform application of the guidelines prevails. An employee whose personal appearance is unacceptable to these general standards will be informed of this immediately and may be sent home. If the problem is not corrected promptly and cooperatively, he or she may receive disciplinary action.

### **Section 4.3**

#### **Contact with the Public and the Media**

Employees are the ambassadors of the City to all they meet. Employees must be courteous, polite, and helpful. Nothing they do or say should detract from the public image of the City. If the help that is needed is “not your job,” courteously find the people or direct the person to the right people to assist them. If they ask, explain to anyone what you are doing and why you are doing it.

If the person is asking about the policies and opinions of the City, direct them to your supervisor.

Contact with the media is centralized to the City Administrator as Public Information Officer (PIO). Media contact dealing with police business goes through the Chief of Police. If a member of the media contacts an employee, the employee needs to refer them to the appropriate official.

### **Section 4.4**

#### **Electronic Communications and Systems Access Use**

The City may provide computer networks, internet access, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems.

The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

#### **Internet, Instant Message and Email Access**

Users desiring Internet, and/or email access must obtain written permission from their department head and provide it to the City Administrator. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account.

Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

#### **Acceptable Use**

Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The City prohibits connection to sites or forwarding of information



that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any City-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Personal use of City electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

**Unacceptable Uses of Electronic Communications Systems include:**

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers **or** third parties.
- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the City network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission.
- Expressing opinions or personal views that could be misconstrued as being those of the City.
- Expressing opinions or personal views regarding management of the City or other political views.
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- The use of TikTok on a City-issued device is strictly prohibited; the City Administrator may prohibit the use of any other social media site, software, or application to protect the integrity of the City's network.

**Responsibility**

The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location.

Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

**No Right of Privacy/Monitoring**

Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. To ensure proper use of its

electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to: employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using City systems and user internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy.

### **Copyright Restriction**

Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the City Administrator is required before introducing any software into the City's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

### **Cybersecurity Awareness Training**

The City will conduct cybersecurity training in compliance with State law (HB 1118) and regulations for all employees, council members and any other person who has access to the City's computer network and/or IT infrastructure.

## **Section 4.5**

### **Cell Phone Use in the Workplace**

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of personal cell phones, including those with a texting, camera and/or video playing capability is not permitted during work time without a supervisor's approval.

Employees who are permitted by a supervisor to use a personal cell phone while at work must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs.

Employees who use cell phones to violate City policy, including the City's Inappropriate Conduct and Prohibited Harassment Policy, will be subject to disciplinary action.

Employees with City-issued cell phones are allowed to use City cell phones for personal phone calls.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting. Employees using City -issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones.

### **Public Information Act**

Employees are advised that records related to calls and text messages made and received on City issued cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act.

If an employee uses a personal phone or device for City related business, that phone or

device may be subject to disclosure under the Public Information Act of the State of Texas. Texas Government Code § 552.004, §552.233. Employees, including former employees, who possess City records on a personal device are required to either transfer the information to the City or to preserve the information in accordance with law and provide it to the City upon request. City information may be transferred from personal devices to the City by forwarding to the City Secretary.

## **Section 4.6**

### **City Property/Equipment Use**

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.

At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

#### **Personal Use Prohibited**

City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the City Administrator, or the Department Director.

#### **Tobacco Use Prohibited**

The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed. Employees should not smoke at a resident's home. Employees are welcome to smoke on their rest breaks outside of the building in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

#### **Mileage Reimbursement**

An employee will receive mileage reimbursement for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Administrator.

Mileage will be reimbursed at the current IRS mileage reimbursement rate.

### **Take Home Vehicles**

A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off-duty hours to locations other than the employee's normal work location. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the City Administrator. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a City vehicle. Police vehicles used by employees on call 24-hours are normally exempt from the benefit tax liability.

### **Use of City Vehicles**

City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the department head.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- At no time may an employee under the influence of alcohol or with a presence in the system of illegal drugs drive a City vehicle or a personal vehicle while conducting City business.
- Employees involved in an accident while operating a City vehicle, or while operating a personal vehicle on City business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, Department Head, and/or City Administrator. Accident reports, along with any law enforcement report, must be filed by the employee with the City Administrator.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

PROPOSED



## **CHAPTER 5 DISCIPLINE, APPEALS and GRIEVANCES**

### **Section 5.1** **Discipline**

The City's discipline policy emphasizes the employee's responsibility for the consequences of his or her own behavior, with a focus on communicating expectations for changes in behavior and needed improvement. It also emphasizes that the disciplinary process should be fair to both the employee and the City and as consistent among employees and as appropriate to the individual situation as is practicable. The City's discipline policy and procedures apply to all City employees, except Council appointees and contractual employees, unless otherwise specifically stated.

Employees may be disciplined or discharged at any time and for any or no reason at the discretion of the City. The policy and procedures are only guidelines for supervisory actions; they are not intended to be inclusive of every possible situation. Furthermore, nothing in the policy is meant to imply that disciplinary steps or action must be taken in any particular order. No employee is entitled to progressive discipline.

### **Section 5.2** **Grounds for Disciplinary Action**

Every employee is expected to consistently maintain satisfactory performance standards. Continuing performance deficiencies, unlike the isolated violations noted in the subsequent sections of this chapter, should first be addressed by the mutually cooperative efforts of the supervisor and employee. Those efforts include but are not limited to:

- An analysis of the problem;
- A determination of needed changes and assistance; and
- Implementation of a corrective plan of action and establishment of achievement dates.

If performance standards are not met within a reasonable period of time, the employee, depending upon the reasons for failure, may be transferred, demoted, or terminated.

The following types of conduct are unacceptable and may be cause for discipline up to and including termination, depending upon the facts and circumstances of each case. The examples given below are typical, but not all-inclusive:

1. Unsatisfactory attendance is exemplified by, but is not limited to, the following violations:
  - Unexcused absence or tardiness; Failure to give notice of an absence or tardiness to the supervisor thirty (30) minutes before starting time, or as may be prescribed by departmental policy;
  - Separate absences or days of tardiness which exceed the average absences or days of tardiness of the employee's work group and which lack sufficient justification;
  - Failure to notify supervisor before leaving; or failure to return to work after any authorized leave of absence;

- Unscheduled absences in conjunction with weekends, holidays or other scheduled time off;
  - Absence or tardiness that causes disruption of services; or excessive amounts of time off the job, regardless of the reason.
2. Abandonment occurs when an employee, without authorization, is absent from the job, or refuses a legitimate order to report to work, for two (2) consecutive workdays. The employee is deemed to have abandoned his/her job and may be terminated. Any unauthorized leave shall be unpaid.
  3. Insubordination, including an inability or unwillingness to perform assigned work satisfactorily is exemplified by, but is not limited to, the following violations:
    - Failure to follow routine written or verbal instructions;
    - Arguing over assignments or instructions;
    - Disrespectful or challenging conduct towards supervisor;
    - An accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner;
    - Failure or refusal to follow the lawful and specific orders or instructions of a supervisor or higher authority; and/or
    - Pursuit of a denied request to a higher authority without revealing the lower-level disposition/failure to exhaust chain of command without excuse.
  4. Indifference toward work is exemplified by, but is not limited to, the following violations:
    - Inattention, inefficiency, loafing, sleeping, carelessness, or negligence;
    - Reading social media or unauthorized material, playing games, watching television, movies or other non-work-related video content, or otherwise engaging in entertainment while on the job and/or in view of the public.
    - Failure to remain at one's workstation without notifying the supervisor, leaving work without permission, or taking more time than allowed for meal or rest break periods;
    - Performance of personal business on work time;
    - Interference with the work of others; or
    - Discourteous or irresponsible treatment of the public or other employees.
  5. Sabotage is exemplified by, but is not limited to, the following violations:
    - Deliberate damage to or destruction of City equipment or property;
    - Defacing of City property;
    - Unauthorized alteration, removal, destruction, or disclosure of City records (this conduct may also violate criminal laws);
    - Advocacy of or participation in unlawful trespass or seizure of City property;
    - Encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;
    - Encouraging City employees to disobey provisions of these rules and regulations, City ordinances, or other laws;
    - Interference with the public use of or access to City services, properties, or buildings;
    - Interference with the operations of City government; or

- Threats to commit any act of sabotage as defined in this subparagraph.
6. Safety violations are exemplified by, but are not limited to, the following violations:
- Failure to follow City or departmental safety rules and regulations;
  - Failure to use required safety apparel;
  - Removal or circumvention of a safety device;
  - Lifting in a manner which may cause injury;
  - Operations of a vehicle or other equipment in an unsafe, negligent, or careless manner;
  - Smoking in a prohibited area;
  - Endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
  - Failure to immediately report an on-the-job injury, vehicle accident, or unsafe working condition;
  - Failure of a supervisor to remove from the workplace or to assist to a safe location an employee whose mental capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress; or
  - Failure to maintain an insurable driving record acceptable to the City.
7. Dishonesty is exemplified by, but is not limited to, the following violations:
- Acceptance of money or anything of value from a person subject to the regulatory decision or supervision of the employees;
  - Failing to be honest and truthful to supervisors when questioned;
  - Cheating, forging, or falsification of official City reports or records;
  - False reporting of the reason for an absence, paid or unpaid; or
  - Other falsifying action detrimental to the City, City employees, or others.
8. Theft, regardless of item value, is exemplified by, but is not limited to, the following violations:
- Unauthorized taking of City property, City supplies or the property of others;
  - Unauthorized use of City or employee funds;
  - Using or authorizing the use of City equipment, supplies, or employee services for other than official City business, including the unauthorized use of long distance or pay telephone services (including "900" toll calls); or
  - Using or authorizing the use of City equipment or employee services without proper authority.
9. Abuse of drugs or alcohol is exemplified by, but is not limited to, the following violations:
- The manufacture, distribution, dispensing, possession, sale, purchase or consumption of drugs or alcohol during working hours, work breaks, lunch period, in a City vehicle or at any time while the employee is on City property;
  - Entering City property or reporting to work unable to perform duties in an effective and safe manner due to the ingestion, inhalation or injection of a drug or ingestion and/or consumption of an alcoholic beverage;
  - Employees may use legally prescribed drugs or over the counter medicines but must not use any drugs or medicines that impair his/her ability to perform the essential functions of his/her job safely and satisfactorily. Employees shall report to HR when an employee takes any medication that might impair their ability to

- perform the essential functions of his/her job;
  - Criminal acts involving the use of illegal drugs or alcohol while off-duty are grounds for termination.
10. Disturbance is exemplified by, but is not limited to, the following violations:
    - Fighting or boisterous conduct;
    - Deliberate causing of physical injury to another employee or citizen;
    - Use of profane, abusive, threatening, or loud and boisterous language;
    - Harassment, as defined by the Texas Penal Code, or intimidation;
    - Unlawful harassment, violation of Inappropriate conduct or equal employment opportunity policies;
    - Spreading of false reports; or
    - Other disruption of the harmonious relations among employees or between employees and the public.
  11. Abuse of City property is exemplified by, but is not limited to, the following violations:
    - Intentional, careless, or negligent damage or destruction of City equipment or property;
    - Waste of materials or negligent loss of tools or materials;
    - Improper maintenance of equipment; or
    - Damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.
  12. Misconduct is any criminal offense or immoral conduct, during or off working hours, which, on becoming public knowledge, could have an adverse effect on the City or the confidence of the public in City government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest, or confinement.
  13. Violation of the City's Inappropriate Conduct and Prohibited Harassment policy.
  14. An employee shall maintain high standards of moral conduct in his personal affairs and shall not be a participant in any incident which tends to or does impair his ability to perform as a City employee or cause the City to be brought into disrepute.
  15. An employee shall notify his/her immediate supervisor of all traffic violations, arrest and/or convictions within twenty-four hours of any offense.
  16. Except for sworn peace officers and those licensed by the State of Texas to carry a handgun, no employee of the City, shall carry a handgun or any other firearm into any City building or portion of a building, or any City vehicle.
  17. Engaging in conflicts of interest could compromise the appearance of professionalism and impartiality necessary to public service. Examples of prohibited conduct that could constitute an improper conflict of interest are:
    - No employee shall accept any gift, or favor from any citizen, person, firm, group or corporation that does business with the City or that might reasonably be expected by the donor to result in favorable or special treatment in the performance of the employee's official duties.

- No employee shall use his/her official position to secure or grant benefits, privileges, or special consideration to himself/herself or others beyond that which is available to every other citizen, person, firm, group, or corporation.
- No employee shall transact any business on behalf of the City in his/her official capacity with any business entity with which he/she is an officer, agent, or member, or in which he/she owns directly or indirectly an interest.
- No employee shall accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the City, or which might impair his/her independent judgment in the performance of his/her public duty.
- No employee shall receive any fee or compensation for his/her services as an officer or employee of the City from any source other than the City, except as may otherwise be provided by law. This shall not prohibit his/her performing the same type of other services for a private organization that he/she performs for the City if there is no conflict with his/her City duties and responsibilities.

### **Section 5.3** **Types of Disciplinary Action**

In making a decision as to what discipline should be recommended, the supervisor should consider such factors as the type and severity of the offense or offenses, the employee's work record, and any mitigating circumstances which may be relative to the situation.

The following disciplinary actions are not exclusive and may be initiated against an employee for violations of these Policies and/or City or departmental rules and regulations.

#### **Verbal Counseling**

Verbal counseling is best suited for a minor rule infraction or incident of substandard performance. Verbal counseling should identify violations and indicate areas needing improvement. A written record of this warning shall be maintained in the employee's personnel file.

#### **Written Reprimand**

A written reprimand is a formal warning of an infraction that may result in suspension, demotion, or termination should the violation recur. Both the supervisor and the employee should sign the written reprimand. Included in the written reprimand should be a statement of what changes in behavior are expected, when the next evaluation will be held and what penalty will be imposed if no changes are made by the employee. Copies of the written reprimand and all supporting documentation, if any, will become part of the employee's personnel file. The employee shall be given the opportunity to respond in written form to the written reprimand.

#### **Suspension**

A suspension is to bring about a change in behavior and results in time off without pay. The employee should be encouraged to reflect on his/her behavior during the suspension and to decide whether he/she wishes to correct the offending behavior or terminate his/her employment.



A Department Head may suspend an employee without pay for a period of not less than one (1) hour nor more than ten (10) working days. Prior to suspending an employee, a Department Head shall confer with the City Administrator. Suspension for more than ten (10) working days requires the written approval of the City Administrator. A suspension becomes a permanent part of the employee's personnel file.

### **Demotion**

A Department Head may demote an employee for a disregard or violation of these Policies and/or any City or departmental rule or regulation, or for repeated refusal or inability to improve performance. Prior to demoting an employee, the Department Head shall confer with the City Administrator regarding the proposed demotion. Demotions may be either permanent or for a predetermined specified period of time and shall result in a reduction of salary. The demotion becomes a permanent part of the employee's personnel file.

### **Termination**

An employee may be dismissed from employment at any time for any reason. The City Administrator must ratify any termination of an employee. The ratification will take place as soon as possible. An employee is not entitled to progressive discipline. For example, the City is not required to provide an employee with verbal counseling or a written reprimand before suspending, demoting, or terminating the employee.

## **Section 5.4** **Disciplinary Procedures**

Any disciplinary action, with the exception of oral reprimand/employee counseling, shall be presented in written form to the employee and the City Administrator specifying:

- The type of disciplinary action taken, i.e., written reprimands, suspension, or demotion;
- The specific rule violated;
- The specific incident, including date(s), if applicable, causing the action;
- A written or verbal response from employee regarding the allegations against him/her, if any;
- The employee's right to appeal to a specific office within a specified time; and
- The finality of the action if the employee fails to appeal within the specified time.

No discipline above oral reprimand/counseling shall be administered without prior approval by the City Administrator.

## **Section 5.5** **Appeals of Disciplinary Action**

An employee may appeal the following disciplinary actions to the Department Head if the discipline was imposed by a supervisor of lesser rank than the Department Head: a) Verbal Counseling b) Written reprimands. The decision of the Department Head will be final and non-appealable. If the Department Head makes the initial decision, no appeal is available.

The City Administrator has the authority to appoint, suspend or terminate any City employee.

The following actions may be appealed to the City Administrator: suspension, demotion and terminations. The appeal must be submitted to the City Administrator.

In order to appeal disciplinary actions, an employee must submit a written request for an appeal within three (3) business days, to the City Administrator. The decision of the City Administrator is final and no further appeal is available.

The appeal of disciplinary action will be an informal process wherein an employee will be given an opportunity to inform the City Administrator the action was not appropriate. The hearing will be confined to consideration of the reasons for the disciplinary action. If the reasons for the action have not yet been reduced to writing, they will be presented to the employee at least three (3) days prior to the hearing. The sole purpose of the hearing is to allow the employee an opportunity to respond to allegations of misconduct. It is not a formal evidentiary hearing.

Any appeal decision is final and non-appealable.

The procedures as set forth herein are intended to be used as guidelines only and are not to be interpreted as giving any employee substantive or procedural due process. All employees serve the City on an at-will basis. These guidelines do not alter the at-will relationship between the City and any employee.

## **Section 5.6** **Grievance Procedures**

**Definition of Grievance.** Employee complaints of inconsistent treatment, interpretation and/or application of City or departmental policies, procedures, or practices; and retaliation.

Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's supervisor. If the employee's supervisor is a Department Head, the employee should first discuss the grievance with the Department Head in an effort to resolve the matter informally.

If the matter is not resolved to the employee's satisfaction, the employee may submit the grievance in writing on or within seven (7) calendar days after the discussion with the supervisor.

An employee still dissatisfied after conferring with the employee's Department Head may present the grievance to the City Administrator within three (3) business days of receipt of the Department Head's decision. The City Administrator's decision is final.

If an employee is complaining about the City Administrator, the employee must submit his/her grievance to the City Council within three business days for its consideration.

If the City Administrator has a complaint, they may submit their grievance to the Council for its consideration not less than three business days of the desire to have the grievance considered by the City Council.

## **CHAPTER 6 PERSONNEL RECORDS**

### **Section 6.1**

#### **Personnel Files and Records**

The City of Parker will request, use and retain only that personal information about employees that is required for business or legal reasons. The confidentiality of all personal information in City records and files will be protected, preserved, and maintained for all City employees in compliance with State and Federal laws.

Employees have access to personal information in his/her personnel files and will have the right to correct inaccurate information or express, in writing, disagreement with the accuracy of information maintained.

PROPOSED

## **CHAPTER 7 SAFETY**

### **Section 7.1** **Safe Working Conditions**

It is the policy of the City to make every effort to provide healthy and safe working conditions for all its employees.

1. Employees will follow all established safety regulations and use all safety equipment provided by each department.
2. Each department head is responsible for reviewing all work procedures and enforcing all necessary safety rules and providing any safety equipment necessary to provide a safe working environment.
3. Employees shall immediately report any accidents or injuries occurring on the job to their supervisor. The supervisor shall take all necessary action to ensure safe transportation and/or treatment of the injured. The supervisor shall then notify the City Administrator's Office of the incident and shall file a written accident report with the Administration Department.
4. Employees shall not be compelled by orders of a supervisor to commit acts that are unlawful or pose unusual and unnecessary risk to the health or life of the employee.

Safety is important to the City and to you. Failure to follow safety rules is grounds for discipline up to and including termination.

### **Section 7.2** **Driving Record Checks**

An employee required to drive a City vehicle or personal vehicle as a regular part of their job will have their driving record reviewed from time to time. In addition, any and all traffic accidents, moving violations, convictions (including probated sentences), and/or license suspensions, whether occurring on or off the job, must be reported to your immediate supervisor within twenty-four hours of occurrence and the supervisor must immediately report it to the Department Head and/or the City Administrator. In order to ensure the safety of all employees and the public, employees may be forbidden to operate street vehicles based on a case-by-case review of driving records. If driving is an essential function of the job, this may result in termination.

An employee charged with, but not convicted of, any major moving violations including D.W.I. or D.U.I., may be removed from driving pending the resolution of the alleged violation or terminated if the circumstances warrant. If the employee is not lawfully authorized to drive and driving is an essential job function, the employee may be terminated.

PROPOSED

## **CHAPTER 8 COMPENSATION**

### **Section 8.1** **Pay Days**

The City of Parker pays employees bi-weekly. Payroll is completed by the Friday following the two-week pay period ending on the previous Friday at 11:59 p.m.

If the payday falls on a holiday, payroll will be issued on the last working day preceding the holiday.

### **Section 8.2** **Overtime Pay**

The Fair Labor Standards Act defines “exempt” employees. Exempt employees are paid to do a job and are not required to be compensated for overtime.

Vacation, Sick, Holiday, and Bereavement leave does not count as “hours worked” for purposes of an employee reaching the overtime threshold.

Nonexempt employees may not work overtime (more than 40 hours per week, except for police officers and firefighters) without prior approval by their supervisor. Any nonexempt employee who works overtime without prior supervisory approval shall be disciplined, up to and including termination. Police officers and firefighters are subject to the 7k partial overtime exemption from overtime.

### **Section 8.3** **Longevity Pay**

Regular, full-time employees are eligible to receive longevity pay beginning November 2023. Longevity pay is calculated from date of hire through the end of the fiscal year at the rate of \$4.00 per month per year of service. Payment of longevity will be during second half of November each year. An employee who terminates employment with the City either voluntarily or involuntarily before November 15 will not be paid the longevity pay for the previous years’ service.

### **Section 8.4** **Final Pay Upon Separation**

Upon final separation, an employee shall be paid his or her last paycheck on the next regularly scheduled payday.

### **Section 8.5** **Travel and Subsistence Allowance**

#### **Statement of Policy**

When employees of the City are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging. An employee is expected to show good judgment and an appreciation for the economy when incurring travel expenses.

Expense limits established by these regulations are limits, and not allowances or authorization to spend that much if less would be adequate.



## **General**

Travel expenses must be itemized on a travel expense form, which must be forwarded to the Finance Director within two working days after returning from a trip. Paid bills for lodging and receipts for air or rail fares are required to be attached to the travel expense form if such expenses have been incurred. The City shall pay actual registration fees which shall be based upon a copy of the official conference brochure indicating such fees.

## **Meal Allowance**

Employees are reimbursed for meals while traveling on City business according to the current GSA schedule and rates provided by the U.S. General Services Administration or its successor.

## **Transportation**

The City may purchase tickets in advance for employees traveling by common carrier. All employees shall travel in economy class where such services are available.

Municipal owned vehicles may be used for out-of-City travel. All expenses incurred for operation of such vehicles must be documented by receipts attached to the expense report. Employees who, with authorization from their Department Head, use their personal vehicles for official business will be reimbursed for mileage at the current IRS mileage reimbursement rates.

Receipts must be attached to the expense report to claim reimbursement for all transportation costs. If receipts were not available for ferry, bridge, road and parking tolls, and taxicab fares, these items can be itemized with the reason the receipts were not available. Reimbursements for those unreceipted costs will be determined on a case-by-case basis.

## **Lodging**

An employee is expected to make hotel or motel reservations well in advance whenever possible and to take other actions to insure that lodging is secured at moderate rates.

If an employee is to attend a formal, organized meeting or conference, he/she may stay at the hotel where the meeting is to be held unless it is within a 50-mile radius of City hall. The City, in all cases, will pay no more than the regular single room rate.

## **Non- Allowable Expenses**

Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies;
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

## **Section 8.6**

### **Attendance and Work Hours**

#### **Regular Work Hours**

Nonexempt employees of the City, except for Police Department Personnel, normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks.

The work week for most City employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday. With approval of the City Administrator, individual departments may be permitted to set a work week that differs.

The City has declared a 14-day work period for Police Personnel under the 7K partial overtime exemption. For police officers, overtime is paid for time worked in excess of 80 hours in a 14-day work period.

#### **Adjustment to Work Hours**

In order to assure the continuity of City services, it may be necessary for Department Heads to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

#### **On-Call and Call Back Pay**

On-call status is not considered time worked. On-call employees called back to the workplace will be paid at their overtime rate of pay for actual hours worked or a minimum of two (2) hours, whichever is greater for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Continuing work on a call-back that extends beyond the 2-hour minimum and into a day off does not entitle the employee to additional premium pay. An employee who is on call must be able to reach City Hall within one hour. Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. Employees are on-call for one work week at a time and receive a stipend for each week they are on-call week.

#### **Attendance/Time Records**

Employees are expected to be at their workstations and ready to work at their scheduled start time. Employees are required to accurately record the number of hours worked each day. Employees' meal breaks are automatically deducted, and the employee must affirm that he/she took a meal break and was relieved of his/her duties. Meal breaks for police personnel are not deducted. Employees are required to sign the time sheets and affirm the work time reported is accurate.

#### **Attendance and Punctuality**

Regular and reliable in-person attendance is an essential job function.

To maintain a safe and productive work environment, the City expects employees to be

reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers.

Either may lead to disciplinary action, up to and including termination of employment.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence of three days or more may be presumed to have voluntarily resigned from employment.

Regular and reliable on-time attendance is required. Accordingly, employees with unscheduled and/or unapproved tardies and absences, if more often than infrequent, will face discipline.

Generally, if an employee has two or more tardies within 6 months, he will receive a reprimand; if he has 3 or more tardies within a twelve-month period, he will receive a written reprimand and if he has more than 4 in a 12-month period, he will be suspended and/or terminated.

Generally, if an employee has an unscheduled and unexcused absence, and does not provide a doctor's note, he will generally receive a reprimand. If he has more than one unscheduled and unexcused absence in a 12-month period, he will be suspended without pay. If he has more than 2 unexcused and unscheduled absences within a twelve-month period he will likely be terminated.

### **Section 8.7** **Clocking In & Out for Employees**

The Fair Labor Standards Act (FLSA) requires employers to keep records on wages and hours worked. The City of Parker uses Time and Attendance tracking software. Employees may use an application for their phone to clock in and out or may enter their hours worked through the software available on their work computer.

The FLSA requires employers to pay non-exempt employees for all hours worked, so it is important for employees to clock in and clock out or enter time appropriately. Employees should record hours worked by clocking in or recording the time immediately prior to beginning work and clocking out from their work site or recording the time upon finishing work before leaving for the day. Early or late clocking in/out or time recording will not be permitted unless the employee is actually working.

#### **Rounding**

It is permissible to round the employee's start time and stop time under the FLSA when used in such a manner that it will not result, over a period of time, in the failure to compensate properly for all hours actually worked by non-exempt employees. The City of Parker's timekeeping system records time to the nearest quarter of an hour (15 minutes). The City will ensure that the employees are adequately compensated for all hours worked.

## **Section 8.8**

### **Breaks**

The City may allow rest breaks as authorized by an employee's immediate supervisor during the course of each workday to prevent undue fatigue.

#### **Rest Breaks**

Full-time employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two fifteen-minute, paid breaks each day, one during the first part of the workday and the other during the latter part of the workday. Breaks may not be combined. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

#### **Meal Periods**

Full-time employees are normally provided with a one-hour unpaid meal break near the middle of the workday. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period without permission from supervisor.

#### **Lactation Break**

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use Vacation leave. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

#### **Supervisor Responsibility**

Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

#### **Practices Not Permitted**

The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" break period time from day to day;
- saving break period time to extend lunch periods or shorten the scheduled workday; or
- requesting overtime pay for work performed during break period time.

## **CHAPTER 9 BENEFITS**

### **Section 9.1**

#### **Holidays**

The City of Parker observes the following days as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas

Full-time employees shall be paid for official paid City holidays providing the employee is not on an unpaid leave of absence immediately preceding or following the holiday.

Police Department full-time employees required to work on a holiday will be paid 8 hours for the holiday at their regular rate of pay, in addition to the hours worked. If a holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid 8 hours for the holiday at the regular rate of pay.

If a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

A holiday does not count towards compensable hours of work. Stated another way, holiday hours do not count as "hours worked" for purposes of reaching the overtime threshold.

### **Section 9.2**

#### **Vacation**

Vacation leave refers to the allocation of time employees can take off work and still be paid regular wages. Regular full-time employees accrue vacation leave each pay period as follows:

<u>Consecutive Months of Service</u>	<u>Accrual Rate Based on 26 Pay Periods Per Year</u>
0 - 60	4.61 hours per pay period – 120 hours per year
61 - 120	6.15 hours per pay period – 160 hours per year
Over 120 months	7.69 hours per pay period – 200 hours per year

Vacation is accrued per pay period with a maximum accrual cap equal to the yearly accrual rate plus 40 hours. Employees do not accrue additional vacation leave until the vacation balance is reduced below his/her maximum accrual cap.

Vacation leave shall be used in one (1) hour increments, up to a maximum of two (2) weeks consecutively unless prior approval from the City Administrator has been granted.

If you are eligible for vacation leave, you must submit a request in advance of your requested time off to obtain approval from your supervisor.

Vacation does not count towards compensable hours of work. Stated another way, vacation hours do not count as “hours worked” for purposes of reaching the overtime threshold.

Upon separation, an employee who voluntarily resigns after working more than one year shall be paid seventy-five percent (75%) of the value of their accrued Vacation leave, up to a maximum of the employee’s current annual accrual rate plus 40 hours. No payout will occur if you have worked less than one year.

### **Section 9.3** **Sick Leave**

Employees who are employed as of January 1 of each year shall receive 40 hours in their sick leave bank. Sick leave shall be used in one (1) hour increments. You may use vacation leave for any sick or personal time needs that exceed available sick leave.

Employees who have sick leave hours remaining at the end of the year will have those remaining hours converted to Emergency leave. Sick leave is not paid out upon separation.

### **Section 9.4** **Emergency Leave**

As additional income security, rather than losing sick leave hours, you may “bank” additional hours into an “Emergency Leave account.” You may use your Emergency Leave for your own medically related absence of 5 consecutive days or greater. An employee may not use Emergency Leave until sick leave is exhausted. Once Sick Leave is exhausted and you have been absent for medical reasons for more than four days, deductions will come from your Emergency Account until exhausted. When Emergency Leave is exhausted, an employee may use Vacation to cover any additional absences. If no leave is available, absences will be unpaid.

Any balance in an Emergency Leave account as of the effective date of this policy will remain available to be used as set forth in this policy; as of the effective date of this policy, Vacation leave will not roll over to Emergency Leave. Emergency Leave is not paid out upon separation.

### **Section 9.5** **Leave Donation**

From time to time an employee may have extraordinary circumstances requiring leave that exceeds their accumulated Vacation and Sick leave. Employees may donate Vacation leave to such an employee by notifying Human Resources in writing of the amount of Vacation they wish to donate to such an employee. An employee may receive donated leave only for their own serious health condition or to care for an immediate family member who has a serious health condition, and only after all leaves have been exhausted.

### **Section 9.6** **Bereavement Leave**

Bereavement leave with pay for a period not to exceed three days (24 hours) per occurrence will be given to any regular, full-time employee in case of death in the immediate family.



“Immediate family members” are defined as an employee’s spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

If there is a death in the family, the employee should request leave in advance or as soon as possible to his/her immediate supervisor. The supervisor should obtain permission for its use through the supervisor’s chain of command.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave is paid at the employee’s base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to attend funerals for other than immediate family must use Vacation leave.

### **Section 9.7** **Jury Duty Leave**

The City provides paid leave to regular full-time employees required to serve on jury duty requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. Employees will receive regular pay during jury service for up to two weeks; absences for longer periods of time will be handled on a case-by-case basis.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence. Employees must maintain daily contact with their supervisor for the duration of the absence.

An employee who is on jury duty typically must report for work for the remainder of the day upon completion of court or jury service, or request approval for use of Vacation leave. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee’s base rate at the time of leave and does not include overtime or any other special forms of compensation.

### **Section 9.8** **Military Leave**

Employees shall be eligible for paid military leave in accordance with state and federal laws for military duty for a maximum of fifteen (15) days per fiscal year. If your reserve unit is called to active duty, your leave will be for the length of that active duty but will be unpaid beyond the three-week annual leave. While on leave, you may use your available Vacation. You will be asked to submit a copy of the order, directive, notice, or other document that requires you to report for duty when requesting leave.

While you are on military leave, your benefits will continue for up to 24 months. You will continue to be responsible for your portion of the premium for leaves of 30 days or less, and for longer leaves, you will be responsible for the entire premium.

Pay and benefits return to normal when you return to work within 10 days of release from active duty, or as agreed to with your supervisor. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who served in the military.

## **Section 9.9** **Workers' Compensation**

### **Eligibility for Workers' Compensation**

If you are injured as a direct result of the duties performed in the course of your employment with the City, you may be eligible to receive Workers' Compensation benefits under the Workers' Compensation Insurance plan. Such a plan is required under state law and covers the cost of hospitalization, physician fees, drugs, treatment, and other related expenses. See Section 9.6.

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

### **Accident and Injury Reporting Procedures**

1. **Medical Attention.** When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL) referred to by Human Resources
2. **Reporting and Documentation.** The employee's supervisor is responsible for notifying Human Resources immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness and any

other related information to the City Administration no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend. If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the City Administration of these circumstances.

The decision of whether or not an injury will be covered by workers' compensation will be made by the Worker's Compensation Carrier and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment.

It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to Human Resources and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination of employment.

### **Returning to Work**

The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the City Administrator to ensure compliance with the City's policies, the physician's restrictions/release and with the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA).

### **Maximum Time Limits**

Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City, generally not to exceed six months.

The City Administrator will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the

City will be terminated.

### **Section 9.10** **Unpaid Leave of Absence**

If you are a regular, full-time employee, you may request an unpaid leave of absence by submitting a written request to your Department Head.

You may be given an unpaid leave of absence for illness or inability to work or any other legitimate purpose approved by the Department Head. Unpaid leaves of absence may be approved only after Vacation and Sick leave has been exhausted.

The Department Head may approve an unpaid leave of absence of up to two (2) weeks in duration. The City Administrator and the Department Head must approve an unpaid leave of absence beyond two weeks. An unpaid leave of absence may not exceed 30 days, unless an additional application is requested by the employee and approved by the City Administrator.

During an approved unpaid leave of absence, the City will continue to pay its usual contributions toward your benefits; however, you will still be responsible for paying any benefit premiums that would normally be deducted from your paycheck. Please make arrangements with Administration for paying these premiums prior to your leave.

### **Section 9.11** **Group Medical Plan**

The City makes comprehensive group medical coverage available to every regular full-time employee and pays the premium toward such single coverage for as long as an employee is eligible and enrolled. Newly hired employees should enroll themselves and their eligible dependents (if desired) for medical coverage within 30 days of hire. Once enrolled, an employee and his/her dependents are covered effective the first of the month after the employee's date of employment.

Any premium for dependent coverage will be deducted from your paycheck; employees in a non-pay status will have to pay premiums to the City in order to maintain coverage.

Specific and complete details of the City's medical plan are available in plan booklets supplied to you by Administration.

### **Section 9.12** **Group Life Insurance**

Group life insurance coverage in the amount of \$50,000, including accidental death and dismemberment coverage, is provided to all regular, full-time employees. The City pays the full premiums for the employee for the provided amount. Employees may elect and pay for additional optional coverage. For further information, refer to the Group Life Insurance Policy.

### **Section 9.13**

#### **Long Term Disability**

Long-term disability coverage is provided to all regular, full-time employees. The City pays the full premium for full-time employees. For further information, refer to the Long-Term Disability information available from Human Resources.

### **Section 9.14**

#### **Dental Insurance**

Dental insurance is available to regular full-time employees and their dependents, if desired. The City pays the premium for single coverage. Premiums for dependent coverage will be deducted from your paycheck.

Specific and complete details of the City's dental plan are available in plan booklets supplied to you by Administration.

### **Section 9.15**

#### **Texas Municipal Retirement System**

The City of Parker is a member of the Texas Municipal Retirement System (TMRS). Participation in the system is mandatory for all regular, full-time employees. There is no maximum age for participation in TMRS. Beginning January 1, 2024, employees contribute 7% of their gross income, which is not taxable until withdrawn. The City contributes on your behalf at a rate of 2:1 (14%).

The purpose of the retirement system is to provide adequate and dependable retirement benefits for employees retiring from Texas Municipalities. Each member City chooses from various TMRS options to tailor its retirement plan to meet local needs and circumstances. Policy Manuals detailing this plan are available at [www.TMRS.com](http://www.TMRS.com).

### **Section 9.16**

#### **Social Security**

The City of Parker does not participate in Social Security (unless you are a part-time or seasonal employee). If you retire under both Social Security and a local government retirement plan such as TMRS, with a City that does not participate in Social Security, your Social Security benefit may be lowered or offset. For more information, contact your local Social Security office.

### **Section 9.17**

#### **Medicare**

Employees hired after April 1, 1986 are required to make a contribution toward Medicare equal to 1.45% of gross pay. The City matches the employee's contribution with an amount equal to the employee's contribution.

## **Section 9.18**

### **Continuation of Group Medical Benefits**

The Consolidated Omnibus Budget Reconciliation Act (COBRA), provides that all employees are eligible to continue their group insurance for a maximum of eighteen (18) months when employment is terminated due to resignation, retirement, reduction in employees, reduction of work hours, or dismissal for reasons other than gross misconduct. The law also entitles dependents of a covered employee to continue their group insurance coverage for a maximum of eighteen (18) months upon the separation of a covered employee or a reduction in such employee's hours of employment; and up to thirty-six (36) months upon the death of a covered employee, divorce or legal separation, when dependent children are no longer "eligible dependent" under the definition in the policy, or when the employee becomes Medicare eligible. The employee or dependent must request continuation of coverage and must pay the full cost of coverage.

## **Section 9.19**

### **Inclement Weather and Emergency Conditions**

The City will make every effort to maintain normal working hours through inclement weather. Except for extraordinary circumstances, City offices DO NOT CLOSE, although City facilities may be closed to the public. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

1. **Employee.** If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Head and make arrangements to report to work if weather conditions improve. If conditions do not improve, Vacation leave or leave without pay will be utilized.
2. **Department Head.** The Department Head is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Administrator.
3. **City Administrator.** When weather or other conditions are such that the City Administrator or designee declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be paid for their scheduled hours when the office/department is closed. On days when the weather worsens as the day progresses, the City may decide to close early. In such cases, a decision and announcement will be made by the City Administrator or designee at the appropriate time. Employees will only be paid for time worked when the office/department closes early and may utilize Vacation leave or leave without pay for the remainder of the day.
4. **Essential Personnel.** Essential personnel must report to work even when other City offices/departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Head and/or the City Administrator. Nonexempt essential personnel shall receive 1.5 times their regular rate of pay for actual hours worked during inclement weather or emergency conditions. Essential personnel who



fail to report to work may be subject to disciplinary action up to and including termination of employment.

### **Section 9.20** **Quarantine Leave**

In accordance with Local Government Code 180.008, this paid quarantine leave policy applies to peace officers who are employed or appointed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

#### **Definitions:**

(1) "Health authority" means a physician appointed by the county health department to administer state and local laws relating to public health within the City's jurisdiction.

(2) "Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

(3) "Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

#### **Quarantine Leave:**

A City of Parker peace officer who is ordered to quarantine or isolate by the person's supervisor or the county's health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

#### **No Reduction in Compensation and Benefits**

The City will not reduce a peace officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

## EMPLOYEE ACKNOWLEDGMENT FORM

The Personnel Policy Manual describes important information about the City of Parker, and I understand that I should consult Human Resources regarding any questions. I acknowledge that there is no specified duration of employment and employment is at-will. Accordingly, either I and/or the City of Parker may terminate employment with or without cause at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions may occur, except to the City's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is not a contract of employment. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained therein and any revisions made to it. I also understand that it is my responsibility to keep this manual updated with future official notices relative to revised information and shall return this manual to the personnel department upon termination of my employment with the City of Parker.

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Employee's Signature

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Date

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Employee's Name (Typed or Printed)



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	December 14, 2023
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### UPDATE(S):

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON  
POLICE VEHICLES

FM2551

WEBSITE

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

CAPITAL IMPROVEMENT PLAN (CIP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

CAPITAL IMPROVEMENT PLAN (CIP)

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[November 2023 - Building Permit/Code Report](#)

[October/November2023 – Finance \(monthly financials\) Report](#)

[November 2023 – Police Report](#)

[October 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	December 14, 2023
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Pam and Allen Terrell donated a tray of cookies valued at \$25 to the Police Department.

Pam & Allen Terrell donated a two layer cake valued at \$40 to City Staff and Council.

The Kristen Ainsworth family donated food valued at \$175 to the Police Department.

The Biswas Family donated cookies valued at \$10 to the Police Department.

The Biswas Family donated assorted holiday cookies valued at \$15 to other City Staff.

Pam and Allen Terrell donated homemade cake, coffee, hot chocolate, & herbal tea valued at \$45 to the Police Department.

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: December 11, 2023
Exhibits:	<a href="#">Future Agenda Items</a>

### AGENDA SUBJECT

FUTURE AGENDA ITEMS

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/14/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	12/xx/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	12/xx/2023

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes
<b>2024</b>			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	3rd Qtr 2023 1114 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2023 1114 CC Agenda
Feb(Mar), May (July), Aug, Nov	Enterprise Update		2023 1101 - Request for Quarterly Update; 2023 1114; 1205; 1219
	<b>Council Committee Updates</b>	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206; Postponed 2023 0718
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2022 1115, 2022 1209, & 2023 0912; 1016; 1114; 1205; 1219
<b>Tentatively - Jan. XX, 2024</b>	Parkerfest Donations List	Mayor	Added 2023 1108
<b>Tentatively - Jan. XX, 2024</b>	Enterprise Fleet Management Presentation		
<b>Tentatively - Jan. XX, 2024</b>	CIP discusses/actions	Mayor	
<b>Tentatively - 2024</b>	Joint CC/P&Z Comprehensive Plan Mtg		2023 1024 Canceled, due to lack of P&Z
<b>Tentatively - 2024</b>	Boards & Commissions - Attendance Policy Review	Mayor	2023 0725; Added at 2022 1115 CC Meeting
<b>Tentatively - TBA</b>	Newsletter - update resolution??		
<b>Tentatively - 2024</b>	Water Master Plan	Mayor	Added 2023 0809
<b>Tentatively - 2024</b>	Water Impact		
<b>Tentatively - 2024</b>	Planning Session	Mayor	Rescheduled
<b>Tentatively - 2024</b>	Goal Setting Council Workshop	Mayor	2023 0503
<b>Tentatively - 2024</b>	Public Safety Appt.	Mayor	2023 0613 - CA AS - Waiting on Ord. Amendment
<b>Tentatively - 2024</b>	Review Franchise Agreements	Mayor	Added 2023 0621
<b>Tentatively - 2024</b>	Agenda Submiss Process	Mayor	Added 2023 0809
<b>Tentatively - 2024</b>	Presentation Submiss Process	Mayor	Added 2023 0809 - Make sure 9/5 takes care of everything
<b>Tentatively - 2024</b>	Required Elected Officials Training	Mayor	Added 2023 0809
<b>Tentatively - 2024</b>	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due