

**ORDINANCE NO. 803**

*(Assurance for Completion and Maintenance of Public Improvements)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING THE CITY OF PARKER CODE OF ORDINANCES BY ADDING A NEW SUBSECTION 155.030(J), ASSURANCES FOR COMPLETION AND MAINTENANCE, TO CHAPTER 155, SUBDIVISION REGULATIONS, SECTION 155.030, FINAL PLAT APPROVAL; ESTABLISHING ASSURANCES FOR THE COMPLETION AND MAINTENANCE OF REQUIRED PUBLIC IMPROVEMENTS AFTER FINAL PLAT APPROVAL AND RECORDATION, INCLUDING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT AND POSTING OF A BOND; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the City Council of the City of Parker, Texas finds that it is in the best interest of the health, safety and welfare of its citizens that the subdivision or platting of land and the subsequent development of the land is subject to the control of the City pursuant to its Comprehensive Plan for the orderly, planned, efficient, and economical development of the City; and

WHEREAS, the City Council further finds that when the construction of any required public improvements will be postponed and constructed after final plat approval and recordation, assurances must be obtained in order to insure the timely and accurate completion thereof by the applicant seeking final plat approval;

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

**SECTION 1.** The Code of Ordinances of the City of Parker, Texas is amended by the adding of a new Subsection 155.030(J), Assurances For Completion and Maintenance, to Chapter 155, Subdivision Regulations, Section 155.030, Final Plat Approval, to read as follows:

*(J) Assurance For Completion And Maintenance.*

*(1) Improvement Agreement and Security for Completion.* When any of the required public improvements will be postponed and constructed after final plat approval and recordation, the final plat shall not be accepted for filing, nor shall it be approved, unless and until the applicant enters into a subdivision improvement agreement by which the applicant:

*(a) Will complete the improvements;*

(b) Warrants the improvements for a period of two (2) years following final acceptance by the City;

(c) Will provide a maintenance *bond* in the amount of one hundred and ten percent (110%) of the costs of the improvements for such period consistent with the requirements contained in subsection (4)(a)1 below;

(d) Provides provisions for securing the obligations of the subdivision improvement agreement consistent with this Section; and

(e) Outlines other terms and conditions as are agreed to by the applicant and the City, or as may be required by this Ordinance.

(2) *Agreement to Run with the Land.* The subdivision improvement agreement shall provide that the covenants and other items of agreement contained therein shall run with the land and shall bind all successors, heirs and assignees of the applicant. All existing owners shall be required to execute the subdivision improvement agreement or otherwise provide written consent to the covenants and other items contained in the subdivision improvement agreement.

(3) *Approval by Council.* The Council shall review the subdivision improvement agreement, and shall approve it, approve it with conditions, or deny it. The subdivision improvement agreement shall also be subject to review by the City Attorney, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the final plat.

(4) *Security for Completion of Improvements.*

(a) *Type of Security* - When any of the required public improvements will be constructed after approval and recordation of the final plat, the applicant shall guarantee proper construction of such postponed improvements, in accordance with the City's Design Criteria and Construction Standards and with this Ordinance, by either:

1. a *bond* executed by a surety company holding a license to do business in the State of Texas, and acceptable to the City, on the form provided by the City;

2. a letter of credit that is (A) irrevocable; (B) for a term sufficient to cover the completion, maintenance and warranty periods in this Section; and (C) require only that the City present the letter of credit with a sight draft and an affidavit signed by the City Attorney attesting to the City's right to draw funds under the letter of credit; or

3. a cash escrow with escrow instructions that provide: (A) that the applicant will have no right to a return of any of the funds except upon actual acceptance of the dedication of public improvements and then only to the ratio that the cost of the public improvement for which dedication was accepted bears to the total cost of public improvements for the subdivision; and (B) that the escrow agent shall have a legal duty to

deliver the funds to the City whenever the City Attorney presents an affidavit to the agent attesting to the City's right to receive funds whether or not the applicant protests that right.

(b) *Estimated Cost and Security Approval* - Security shall be issued in the amount of one hundred and ten percent (110%) of the cost to construct and complete all required public improvements to the City's standards as estimated by the applicant's professional engineer, and as approved by the City Administrator and City Engineer. Security shall be subject to the review and approval of the City Attorney. The applicant shall reimburse the City for all related legal costs for review (this reimbursement shall be paid in full prior to filing of the final plat).

(c) *Security for Construction in Extraterritorial Jurisdiction (ETJ)* - Where all or some portion of the proposed development is located in the City's ETJ, the security shall be in a form and shall contain such terms as are consistent with the City's interlocal agreements with Collin County under V.T.C.A., Local Government Code Ch. 242. In cases where the requirements governing the form and terms of the security are defined in such an agreement, they will supersede any conflicting provisions within this Ordinance.

**SECTION 2.** 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 2.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 3.** This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such case provides.

**SECTION 4.** It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
PARKER, COLLIN COUNTY, TEXAS ON THIS 20TH DAY OF  
JULY, 2021.



APPROVED:  
CITY OF PARKER

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

ATTEST:



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Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



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Scott D. Levine, Interim City Attorney