



AGENDA
CITY COUNCIL REGULAR MEETING
AUGUST 2, 2022 @ 7:00 PM

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, August 2, 2022, at 7:00 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

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. REMINDER – HOME HAZARDOUS WASTE - <http://www.parkertexas.us/416/Home-Hazardous-Waste>
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, AUGUST 10, 2022, 4 PM
- COMPREHENSIVE PLAN (COMP) COMMITTEE - TBA
- COUNCIL MEETING SCHEDULE
- NATIONAL NIGHT OUT – TUESDAY, OCTOBER 4, 2022, 6:00 P.M. – 9:00 P.M

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

1. APPROVAL OF MEETING MINUTES FOR JULY 19, 2022.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-707 AUTHORIZING THE MAYOR AND THE DEPARTMENT TRAINING COORDINATOR TO SIGN THE BILLING LETTER OF AGREEMENT (BLA) FOR THE TARRANT COUNTY COLLEGE DISTRICT CRIMINAL JUSTICE TRAINING CENTER.

INDIVIDUAL CONSIDERATION ITEMS

3. PUBLIC HEARING ON ZONING REGULATIONS REVISIONS. [*CITY CODE OF ORDINANCES, CHAPTER 156: ZONING REGULATIONS*]
4. CONSIDERATION, DISCUSSION, AND/OR ANY APPROPRIATE ACTION ORDINANCE NO. 820 REGARDING AMENDMENTS TO CITY OF PARKER CODE OF ORDINANCES CHAPTER 156 ZONING.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-708 SETTING A PROPOSED TAX RATE, AND APPROVING A DATE, TIME, AND A LOCATION FOR ONE PUBLIC HEARING ON THE PROPOSED FY 2022-2023 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2022-2023 BUDGET AND APPROVAL OF A TAX RATE.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-709 AWARDED THE 2022 ANNUAL MOWING CONTRACT.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-710 APPROVING AN ENGINEERING SERVICES AGREEMENT FOR UTILITY RELOCATIONS ALONG F.M. 2551 FROM PARKER ROAD TO NORTH CITY LIMIT.

ROUTINE ITEMS

8. UPDATE(S):

PUBLIC WORKS DIRECTOR MACHADO UPDATE ON NO THRU TRUCK TRAFFIC ANY COMMITTEE UPDATES, AS NEEDED.

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

Ling Shurtz donated cookies valued at \$7.00 to the Parker Police Department.

Anderson Family donated a case of water and a case of Gatorade valued \$25.00 to the Parker Police Department.

Victoria Hernandez donated a car care kit estimated value \$25.00 to the Parker Police Department.

Mayor and Council donated Tiff's Treats estimated value \$35.00 to City employees.

ROUTINE ITEMS

9. FUTURE AGENDA ITEMS

WORK SESSION

10. MUNICIPAL COMPLEX AND BOND

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.

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

ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before July 29, 2022, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

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.

Date Notice Removed

Patti Scott Grey
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



Council Agenda Item

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: July 24, 2022
Exhibits:	Council Meeting Schedule Update

AGENDA SUBJECT

REMINDER – HOME HAZARDOUS WASTE - <http://www.parkertexas.us/416/Home-Hazardous-Waste>

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, AUGUST 10, 2022, 4 PM

COMPREHENSIVE PLAN (COMP) COMMITTEE - TBA

COUNCIL MEETING SCHEDULE

NATIONAL NIGHT OUT – TUESDAY, OCTOBER 4, 2022, 6:00 P.M. – 9:00 P.M

SUMMARY

Please review information provided.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

Tentative Council Meeting Schedule

Meeting Date: 08/02/2022 Item i.

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
S	M	T	W	T	F	S
					1	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Days City Is Closed	
	Current Council & Workshop Meeting Dates
	Canceled CC Meeting – due to holiday

Date	Time	Description
5/23	2:00	Planning Workshop (not budget)
5/30		City Offices Closed
6/6	2:00 — 4:30 PM	Council Workshop (for Council to set goals, info from Troy)
6/7	7:00 PM	Council Meeting
6/20	3:00 — 5:00 PM	Budget Workshop (Grant's presentation/overview)
6/20	5:30 — 7:30 PM	Council Workshop — City Building Facilities
6/24	7:00 PM	Council Meeting
6/28	2:00 — 5:00 PM	Staff Evaluations and salary adjustments
6/29	4:00 — 6:00 PM	Meet your Mayor, Council & Staff
7/1		City Offices Closed
7/4		City Offices Closed
7.5		Council Meeting — Canceled
7/12	3:00 — 6:00 PM	Budget workshop (directors' wants and needs)
7/19	7:00 PM	Council Meeting — Regular
7/28	1:00 — 7:00 PM	Budget workshop (adjustments, overall discussion, hopefully will have final numbers from CAD)
8/2	7:00 PM	Council Meeting: Set proposed tax rate
8/16	7:00 PM	Council Meeting: Public Hearing on tax rate and budget – No Vote
8/22	7:00 PM	Special Council Meeting- Vote on Budget and Tax Rate – P.H. & Vote
9/5		City Offices Closed
9/6	7:00 PM	Council Meeting



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:	July 24, 2022
Exhibits:	<ul style="list-style-type: none"> • Proposed Minutes 	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JULY 19, 2022.

SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at PGrey@parkertexas.us prior to the City Council meeting.

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:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022



MINUTES
CITY COUNCIL MEETING
JULY 19, 2022

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 7:00 p.m. Mayor Pro Tem Michael Slaughter and Councilmembers Terry Lynch and Cindy Meyer were present. Councilmembers Diana M. Abraham (due to mandated work related travel) and Jim Reed (due to work) were absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, City Attorney Trey Lansford, Public Works Director Gary Machado, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Todd Fecht led the pledge.

TEXAS PLEDGE: Tricia Fecht 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.

Donald Reynolds, 6805 Cheswick Court, was unable to attend the meeting and asked that his email be included in the minutes. [See *Exhibit 1 – Donald Reynolds's comments, dated July 18, 2022.*]

ITEMS OF COMMUNITY INTEREST

REMINDER – HOME HAZARDOUS WASTE - <http://www.parkertexas.us/416/Home-Hazardous-Waste>

COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, JULY 20, 2022, 6 PM

The July 20, 2022 COMP Plan Committee has been canceled. After discussion, COMP Plan Committee Chair Slaughter agreed to plan a meeting with Councilmember Meyer and possibly other councilmembers for input on the Comprehensive Plan after proper notification.

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, AUGUST 10, 2022, 4 PM

The Wednesday, August 10, 2022, Parks and Recreation Commission (P&R) meeting is being planned, and the agenda will be available on the City's website, www.parkertexas.us.

COUNCIL MEETING SCHEDULE UPDATE

Mayor Pettie noted the 2022 Council Meeting Schedule in tonight's packet is tentative and may need to be updated from time to time, but it is a reference for upcoming meetings. She urged everyone to also check the City website for changes.

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

1. APPROVAL OF MEETING MINUTES FOR JUNE 21, 2022.

2. APPROVAL OF MEETING MINUTES FOR JUNE 28, 2022.
3. APPROVAL OF MEETING MINUTES FOR JULY 12, 2022.

MOTION: Mayor Pro Tem Slaughter moved to approve consent agenda items 1 through 3 as presented. Councilmember Lynch seconded with Councilmembers Lynch, Meyer, and Slaughter voting for the motion. Motion carried 3-0.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-704 SUSPENDING THE AUGUST 1, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES.

MOTION: Mayor Pro Tem Slaughter moved to approve Resolution No. 2022-704 suspending the August 1, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the city time to study the request and to establish reasonable rates. Councilmember Meyer seconded with Councilmembers Lynch, Meyer, and Slaughter voting for the motion. Motion carried 3-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-705 AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR THE DESIGN OF CITY OWNED WATER UTILITY RELOCATIONS ALONG FM 2551.

MOTION: Councilmember Lynch moved to approve Resolution No. 2022-705 authorizing the Mayor to execute an Interlocal Agreement (ILA) between the City of Parker and Collin County for the design of city owned water utility relocations along FM 2551. Councilmember Meyer seconded with Councilmembers Lynch, Meyer, and Slaughter voting for the motion. Motion carried 3-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-706 APPROVING THE CAPITAL ASSET POLICY.

After discussion, Council had additional changes/suggestions for the policy.

MOTION: Councilmember Meyer moved to postpone Resolution No. 2022-706 approving the Capital Asset Policy for additional Council input. Mayor Pro Tem Slaughter seconded with Councilmembers Lynch, Meyer, and Slaughter voting for the motion. Motion carried 3-0.

ROUTINE ITEMS

7. UPDATE(S):

ANY COMMITTEE UPDATES, AS NEEDED.

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

City Administrator Olson said NTMWD has asked everyone to conserve water. NTMWD has had equipment failures and they are trying to make the necessary

repairs as quickly as possible, but in the meantime, they are asking everyone to conserve water.

FM 2551

City Administrator Olson indicated there is no new information regarding FM 2551 and stated if he receives an update, he will post the information to the City's website at www.parkertexas.us.

COMPREHENSIVE PLAN COMMITTEE

Mayor Pro Tem Slaughter noted the Committee is not meeting over the Summer of 2022 as committee members are unavailable, but he, Councilmember Meyer, and possibly other Councilmembers may meet on some issues to move the project/plan forward and keep it on track for a December 2022/January 2023 completion. Mr. Slaughter said they would find a time/date for a meeting and properly post and notify.

CAPITAL IMPROVEMENT PLAN COMMITTEE

Mayor Pettie relayed information from Councilmember Reed, stating the Committee is still waiting on core road sample feedback.

Councilmember Lynch said she met with staff on the core road sample information, and she would be notifying everyone for a meeting. Ms. Lynch would like the committee to give direction on the next step.

MONTHLY/QUARTERLY REPORTS

[June 2022 - Building Permit/Code Report](#)

[June 2022 – Court Report](#)

[June 2022 – Finance \(monthly financials\) Report](#)

[June 2022 – Police Report](#)

[June 2022 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[June 2022 – Website \(PIWIK\) Report](#)

Mayor Pettie asked if Council had any questions or concerns about the Monthly/Quarterly Reports before accepting the reports.

Councilmember Meyer said most of the reports have historical data except the Building Permit/Code Report. Ms. Meyer asked if it would be possible for the Building Permit/Code Reports to have comparable data for the past year. Mr. Olson said he would look at the software and see if the system has such a report.

The reports were accepted.

FUTURE AGENDA ITEMS

8. FUTURE AGENDA ITEMS

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

Hearing no requests, Mayor Pettie encouraged everyone to email her any requests. She noted there would be another special Budget Workshop meeting, Thursday, July 28, 2022, 1:00 PM to 7:00 PM and our next regularly scheduled meeting would be Tuesday, August 2, 2022, 7:00 PM.

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 551.071(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 7:33 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettie reconvened the meeting at 8:49 p.m.

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

No action was taken.

ADJOURN

Mayor Lee Pettie adjourned the meeting at 8:50 p.m.

APPROVED:

Mayor Lee Pettie

ATTESTED:

Approved on the 2nd day
of August, 2022.

Patti Scott Grey, City Secretary

From: [Donald Reynolds](#)
To: [Patti Grey](#)
Subject: Public Comments
Date: Monday, July 18, 2022 12:06:04 PM

Regarding the budget review for next year, I would ask the Council to scrutinize each item being proposed and prioritize them to most NEEDED in the near term and eliminate or reduce for now those that may be WANTED in the future. Also, given the significant increase in home values this past year, providing significant increase in tax revenue, I believe that the City should be able to REDUCE the current tax rate. Many other Cities in the area have already done so. Let's solve the major issues such as road repairs and drainage now with a properly prioritized budget. Don Reynolds 6805 Cheswick Ct.

Please include my public comments in the minutes of the city council meeting.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: PD Chief Richard Brooks
Estimated Cost:	Date Prepared: July 24, 2022
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Billing Letter of Agreement (BLA) Cover Sheet Info 3. Parker Police Department Letter of Agreement between Parker PD and Tarrant County College District (TCCD)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-707 AUTHORIZING THE MAYOR AND THE DEPARTMENT TRAINING COORDINATOR TO SIGN THE BILLING LETTER OF AGREEMENT (BLA) FOR THE TARRANT COUNTY COLLEGE DISTRICT CRIMINAL JUSTICE TRAINING CENTER.

SUMMARY

Please review information provided.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard Brooks</i>	Date:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

RESOLUTION NO. 2022-707

(Billing Letter of Agreement)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING THE TERMS AND CONDITIONS OF THE BILLING LETTER OF AGREEMENT BETWEEN THE CITY OF PARKER AND TARRANT COUNTY COLLEGE DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parker Police Department is in need of vendors for in-service Law Enforcement Training; and

WHEREAS, the Tarrant County College District Criminal Justice Training Center provides in-service training and appropriate documentation of said training; and

WHEREAS, Tarrant County College District has provided a billing letter of agreement to the City of Parker to reduce paperwork and streamline the registration process (the “BLA”) for any training it may offer in which the City may desire to participate, which is attached hereto as Exhibit A; and

WHEREAS, the BLA contemplates that the City of Parker will be billed for classes Parker Police Department officer(s) register to attend; and

WHEREAS, the City of Parker finds that the terms and conditions of the Agreement are in the public interest 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 recitals contained in the preamble of this resolution are incorporated into the body of this resolution as is set out fully herein.

SECTION 2. The terms and conditions of the Agreement are approved.

SECTION 3. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit A, and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. 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 PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 2nd day of August, 2022.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Larence M. Lansford, III, City Attorney



Criminal Justice Training Center

Enclosed is a Billing Letter of Agreement (BLA) for the Tarrant County College District Criminal Justice Training Center. The BLA allows the college to invoice your department for tuition fees incurred by individuals your agency sends to our training classes and fees incurred for facility usage, e.g. (Firing Range, Mat Room). With this agreement in place, it will eliminate the need for your agency to submit payment on, or prior to, the first day of each training class. This will reduce your paperwork and streamline our registration process. Please note that this agreement is effective from September 1, 2022, through August 31, 2024. Near the end of the agreement term, you will receive a new agreement with the option to renew for a period of two years (September 1, 2024 – August 31, 2026).

If your agency wishes to utilize the Billing Letter of Agreement, please sign, and then scan it back to me at sable.cantu2@tccd.edu

If you have any questions, please feel free to email me at the above email address or call me at 817-515-7386

Thank you,

Sable Cantu

Administrative Assistant I

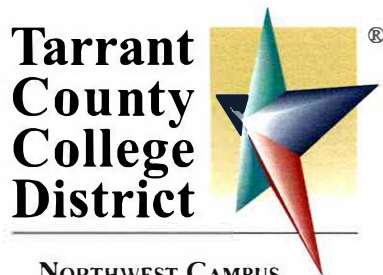
Public Safety Training Center | Law Enforcement Academy

Tarrant County College Northwest Campus | Office: WCJC 1102A

Office: 817-515-7386 | Fax: 817-515-0465

4801 Marine Creek Parkway | Fort Worth, TX 76179

sable.cantu2@tccd.edu | www.tccd.edu



NORTHWEST CAMPUS
LAW ENFORCEMENT ACADEMY

4801 Marine Creek Parkway • Fort Worth, Texas 76179-3599 • 817-515-7760

May 19, 2022

Mayor Lee Pettie
5700 E. Parker Rd.
Parker, TX 75002

This is a Letter of Agreement between the Parker Police Department and Tarrant County College District (TCCD).

Tarrant County College District will provide:

1. An organized block of instruction conducted by the Tarrant County College District Public Services and Social/Behavioral Sciences Division.
2. Qualified and experienced coordinator(s) and instructors.
3. Course Registration, Administration, Certificates of Completion and Continuing Education Units if applicable.
4. A permanent record of the student's participation in the course.

Parker Police Department will provide:

1. A check in the amount of tuition costs for each student, which the city sends to a Continuing Education course or Training with the Public Services and Social/Behavioral Sciences Division, or facility usage/testing fees incurred September 1, 2022, through August 31, 2024. (Remit check to Tarrant County College).
2. All pertinent paperwork on students required by the Public Services and Social/Behavioral Sciences Division and/or the Texas Commission on Law Enforcement (TCOLE) or the Texas Commission on Fire Protection (TCFP).

For the City of Parker

Mayor Lee Pettie

Assistant Chief Kenneth Price

For Tarrant County College

Director, Public Safety Training Center

Dean of Public Services and
Social/Behavioral Sciences



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 for City Attorney Lansford
Estimated Cost:	Date Prepared:	July 24, 2022
Exhibits:	Public Hearing Notice	

AGENDA SUBJECT

PUBLIC HEARING ON ZONING REGULATIONS REVISIONS. [\[CITY CODE OF ORDINANCES, CHAPTER 156: ZONING REGULATIONS\]](#)

SUMMARY

Please review the public hearing notice provided (published July 14, 2022).

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

Order Confirmation

Customer:	CITY OF PARKER	Customer Account:	100069579
Ad Order #:	0001828797	PO Number:	
Sales Rep:	Max (Mert) Tezkol	Order Taker:	Max (Mert) Tezkol

Ad Order #: 0001828797

Ad Number: 0001828797-01

Color: **Ad Size:** 2 X 21.00 Li

Ad Content

**Public Hearing Notice for Consideration of
Amendments to Zoning Regulations**

Pursuant to Texas Local Government Code Chapter 211, there will be a public hearing by the City of Parker's City Council concerning proposed amendments to the City's zoning regulations at a scheduled meeting on Tuesday, August 2, 2022 beginning at 7:00 p.m., followed by discussion and potential action on the proposed ordinance by the Council. The Public Hearing will be held at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed Amendments to Zoning Regulations at any time before the public hearing.

Run Dates	Product	Placement/Classification - Position
Publish Date: 07/14/2022 Stop Date: 07/14/2022	Dallas Morning News	Legals Bids Notices - LN Legal Notices
Publish Date: 07/14/2022 Stop Date: 07/20/2022	DallasNews.com	Legals Bids Notices - LN Legal Notices



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 for Public Works Director Machado & City Attorney Lansford
Estimated Cost:	Date Prepared:	July 24, 2022
Exhibits:	<u>Proposed Ordinance w- Exhibit A Chapter 156 "Zoning"</u>	

AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND/OR ANY APPROPRIATE ACTION ORDINANCE NO. 820 REGARDING AMENDMENTS TO CITY OF PARKER CODE OF ORDINANCES CHAPTER 156 ZONING.

SUMMARY

On June 9, 2022, the Planning and Zoning (P&Z) Commission voted 4-0 (*P&Z Chair Wright, P&Z Commissioner Jeang, and P&Z Alternates Crutcher and Fecht*) to recommend the Chapter 156 "Zoning" proposed revisions to City Council for consideration and possible approval.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

ORDINANCE NO. 820
(Amending Chapter 156: Zoning)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, REPEALING AND REPLACING THE CITY OF PARKER CODE OF ORDINANCES, CHAPTER 156, ENTITLED ZONING; PROVIDING A REPLEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR PENALTIES; AND PROVIDING FOR PUBLICATION AND 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, the City Council has undertaken a review of the City’s Zoning regulations, codified as Chapter 156 of the City’s Code of Ordinances, has received the review and recommendations of City Staff, has received the review and report of the Planning and Zoning Commission, has given lawful public notice and held public hearings pursuant to Texas Local Government Code Section 211.006 to provide the opportunity for the citizens to comment; and

WHEREAS, the City finds the amendments to the Zoning Regulations are in the best interest of the citizens of Parker, and necessary to protect the health, safety, and welfare of residents and property owners alike, and finds all procedural requirements to amend the Zoning Regulations have been met; and

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. Adoption of Amended Zoning Regulations

The City Council hereby repeals the existing Chapter 156 “Zoning” of the Code of Ordinances and replaces it in its entirety with the provisions in Exhibit A, Chapter 156 “Zoning,” attached hereto and made a part hereof for all intents and purposes.

Section 3. Savings Clause

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 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. Specifically, the previous version of Chapter 156: Zoning is repealed in its entirety.

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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 6. Codification

The City Secretary is hereby directed to record and publish the attached Exhibit A in the City's Code of Ordinances.

Section 7. Penalty

Any person found violating the provisions of this Ordinance, upon conviction, shall be subject to the penalties set out in Exhibit A. Each day that a provision of this Ordinance is violated shall constitute a separate and distinct offense.

Section 14. Publication and Effective Date

In accordance with Section 52.011 of the Local Government Code, the caption this Ordinance shall be published in every issue of the official newspaper of the City for two (2) days within a period of ten (10) days from the passage of this Ordinance. This Ordinance shall become effective the day following its second day of publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 2ND DAY OF AUGUST 2022.

ATTEST:

Lee Pettie, Mayor

Patti Scott Grey, City Secretary
APPROVED AS TO LEGAL FORM:

Larence M. Lansford, III, City Attorney

📖 CHAPTER 156: ZONING

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GENERAL PROVISIONS

📖 § 156.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY DWELLING. An ACCESSORY BUILDING that is-a separate dwelling for immediate family, servantshired help, or used as guest quarters.

ACCESSORY USE, ACCESSORY STRUCTURE, or ACCESSORY BUILDING. A use or structure which is clearly incidental and secondary to the primary use and which does not change the character thereof, including, but not limited to, stables, barns, swimming pool, detached

garages, bathhouses, greenhouses, tool sheds, and portable buildings over 120 square feet floor area.

ADMINISTRATOR. The ~~administrative officer~~person responsible for administration of ~~this chapter~~city ordinances; **ORDINANCE ADMINISTRATOR.**

AGRICULTURE. The ~~science and art~~practice of farming and ranching; ~~tillage; the cultivation of the ground for purpose of producing vegetables, fruits, and crops, or raising livestock including:~~

- (a) Cultivating the soil (tilling soil in order to better prepare it for planting);
- (b) Producing crops for human food, animal feed, planting seed, or fiber;
- (c) Floriculture (cultivation and management of ornamental and flowering plants);
- (d) Viticulture (the cultivation or culture of grapes especially for wine making);
- (e) Horticulture (growing fruits, vegetables, flowers, or ornamental plants – wildflowers may exceed 12 inches when growing, but shall be mowed to a maximum height of 12 inches after seeding);
- (f) Silveculture (dealing with the development and care of forests);
- (g) Current wildlife management; and
- (h) Current raising or keeping livestock or poultry.

ANIMAL LARGE – Any animal whose adult body weight is greater than 500 pounds.

ANIMAL MEDIUM – Any animal whose adult body weight is between 200 and 500 pounds.

ANIMAL SMALL – Any animal whose adult body weight is less than 200 pounds.

BARN. A structure used for shelter of animals or storage of agricultural products or equipment.

~~**BASEMENT.** A story partly underground and having at least 1/2 of its height below the average level of the adjoining ground. A **BASEMENT** shall be counted as a story if subdivided and used for dwelling purposes.~~

~~**BUFFER YARD**~~**BUFFER YARD.** A unit of land and any structures such as fences, walls, or berms that may be required between different land uses on adjacent lots to eliminate or minimize conflicts between them. Example: an area of trees or landscaping between larger residential lots in one+ city and smaller residential lots or commercial development in another city.

~~**BUILDABLE AREA.** The maximum amount of allowable space upon which a structure or building may be erected, after meeting the coverage, setback, and other requirements of this chapter.~~

BUILDING. Any structure affixed to the land and built for the support, shelter, or enclosure of persons, animals, ~~chattel~~, or movable property. ~~of any kind, and which is affixed to the land.~~

BUILDING AREA. The **BUILDING AREA** of a lot is the ~~gross~~ area covered by the buildings or structures when placed on the lot.

BUILDING, HEIGHT OF. The vertical distance measured from the average elevation of the finished grade along the front of the building to the highest point of the roof's surface.

CITY. The City of Parker, Collin County, Texas.

CITY COUNCIL. The City Council of this city.

COMMISSION. The Planning and Zoning Commission of the city.

COMPREHENSIVE ZONING ORDINANCE. This chapter, and as hereafter amended.

CONCEPT PLAN. The development plan for one+ or more lots ~~on which that are shown~~shows the existing and proposed conditions of the development, including lot lines; landscaping; open spaces; means of ingress, egress, and circulation; berms, ~~buffer~~Buffer Yardss, and screening devices; surrounding roadways; basic drainage information; and any other information ~~that~~

~~reasonably may be required in order that~~so an informed decision can be made by the ~~approving authority~~City.

CONDITIONAL USE. A use ~~which that~~ requires ~~an application to be filed with the city which is processed in the same manner as a zoning application~~ a variance from an existing ordinance as approved through a formal application process.

CONSTRUCTION PLAN. A plan for new construction or for additions to any structure submitted in application for a building permit.

~~**COVERAGE.** The percentage of a lot that is covered by buildings.~~

~~**CURVILINEAR STREET.** As defined in the subdivision regulations in Chapter 155.~~

DEVELOPMENT. The process of converting land to a new purpose by constructing buildings or making use of its resources.~~The construction of any building, structure or improvement of any nature (residential or nonresidential), or the enlargement of any external dimension thereof.~~

EMPLOYEE. A person who receives a wage, salary, or percentage of profits related to the home occupation and whose place of work is at the residence.

ETJ. Extraterritorial jurisdiction.

HOME OCCUPATION. ~~Business~~Commercial non-agricultural activity within the home or on the grounds that does not involve more than ~~one~~1 other unrelated person, client visitation without appointment, operation of commercial trucks, or signage or outside storage of business-related equipment or materials.

HOME OCCUPATION is defined as business activity within the residence, or any other building, or on the grounds, that does not involve more than 1 other unrelated person, operation of commercial trucks, signage, or visible storage of business related equipment or materials. Business activity is broadly construed to include all non-residential activity, for profit or otherwise, including, but not limited to, retail, commercial, industrial, manufacturing, or similar use.

~~**LAND-USE PLANNING MAP**~~**COMPREHENSIVE PLAN.** A plan and associated maps showing the existings and proposed land uses ~~proposed (or existing)~~ within the city and its extraterritorial jurisdiction (ETJ), also known as the ~~**PLANNING MAP.**~~

~~**LOT COVERAGE.** See **COVERAGE.**~~ Area of a lot covered by buildings usually expressed as a percentage.

~~**LOT, GROSS.** Lot size computed by dividing the total acreage of a tract (including street right-of-way, open space, and dedicated easements) by the number of lots.~~

GROSS (SITE) AREA The total area of a tract of land, including rights-of-way and dedicated easements.

~~**LOT, NET**~~**LOT SIZE.** Lot size determinedArea enclosed by the metes and bounds of a given lot. ~~Unless stated otherwise, all lot sizes shall be net, not gross.~~

~~**NOXIOUS.** Conduct which generates noise, odor, fumes, vibration, or any other condition, visible, obnoxious, or detrimental to abutting or adjacent properties.~~

~~**NURSERY.** A place where young trees or other plants are propagated for experimental purposes, for transplanting, or for sale.~~

~~**OCCUPANCY.** The purpose for which a building or land is used or intended to be used.~~

OFFENSIVE TRADE ACTIVITY. Any ~~trade~~ activity prohibited by federal or state law or city ordinance and not customarily carried on in a dwelling unit or accessory building by a member of the occupant's family, being incidental to the primary occupancy of the home as a dwelling and not authorized by a special use permit.

OFFICER. A person referred to in this chapter by title means the person employed or appointed by the city to that position, or his or her duly authorized representative.

OPEN SPACE. An outdoor area ~~designed and accessible~~ for outdoor living, recreation, pedestrian access, or landscaping, but excluding parking facilities.

PASTURAGE PASTURE. Land used primarily for the grazing of animal stock.

~~**PERMITTED USE.** A use specifically allowed in 1 or more of the various districts without the necessity of obtaining a special use permit.~~

~~**REPAIR.** The reconstruction or renewal of any part of an existing building for the purpose of its maintenance.~~

~~**RECREATIONAL EQUIPMENT.** Items of person use and enjoyment other than automotive vehicles and trucks, specifically including boats and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles or trucks), motorized dwellings/RVs, tent trailers, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.~~

~~**SINGLE-FAMILY RESIDENCE.** A one ~~1~~-family detached dwelling.~~

STORY. The portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between that floor and the ceiling above it.

~~**STORY, HALF.** A story under a gable, hip, or gambrel roof, the wall plates of which on at least 2 opposite exterior walls are not more than 2 feet above the floor of that story.~~

~~**STRUCTURE.** Anything constructed, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground.~~

~~Anything that is constructed that emanates above the ground, or descends below ground, considered either permanent or temporary.~~

SUBDIVISION. The division of a lot, tract, or parcel of land situated within the corporate limits or within the city's statutory extraterritorial jurisdiction into ~~two~~2 or more parts, lots, or sites for the purpose, whether immediate or future, of sale, division of ownership, or building development, including resubdivision. **SUBDIVISION** of land does not include the division of land for agricultural purposes in parcels or tracts of 25 acres or more.

TREES, REQUIRED. Pecan, Texas Ash, Eastern Red Cedar, Chinese Pistachio, Austrian Pine, Burr Oak, Live Oak, Red Oak, Sycamore, Lacebark Elm. Examples of trees not to be planted in the ~~bufferyard~~Buffer Yard are: Arizona Ash, Chinese Tallow, Cottonwood, Siberian Elm, Honeylocust, Hackberry, Mimosa, Fruitless Mulberry, Pin Oak, Poplar, Silver Maple, and Italian Cypress.

VARIANCE. A legal modification ~~from city ordinances of the district provisions such as setbacks, height, or area requirements~~, granted to relieve hardship conditions existing within a single piece of property other than financial and not of the applicant's making.

ZONING MAP. A map of the city showing current zoning ~~upon the land.~~
(Ord. 483, passed 6-6-2000; Am. Ord. 508, passed 7-10-2001; Am. Ord. 562, passed 2-8-2005)

§ 156.02 MINIMUM REQUIREMENTS.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of public health, safety, and general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the requirement that is most restrictive or that imposes the higher standards, as determined by the Commission, shall govern.

(Ord. 483, passed 6-6-2000)

ZONING MAP; DISTRICTS

§ 156.15 USE DISTRICTS ESTABLISHED.

The several use districts into which the city is divided are hereby designed and described as follows:

- (A) A-O, agricultural-open space;
- (B) MH, manufactured housing;
- (C) SF, single-family residential;
- (D) SFT, single-family transitional;
- (E) PRD, planned residential development; and
- (F) SA, special activities.

(Ord. 483, passed 6-6-2000)

§ 156.16 OFFICIAL ZONING MAP.

(A) *Official Zoning Map.*

(1) The city is hereby divided into use districts, as shown on the Zoning Map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this chapter. The Zoning Map shall be identified by the signature of the Mayor attested by the City Secretary and bearing the seal of the city under the following words: "This is to certify that this is the Zoning Map referred to in Section 1B of Ordinance Number 403 of the city as amended." If, in accordance with the provisions of this chapter, the city's Comprehensive Plan, and Tex. Loc. Gov't Code, Chapter 211, as amended, changes are made in district boundaries or other matter portrayed on the Zoning Map, then the amendment as approved by the City Council shall be reflected on the Zoning Map, which may also be known as the "Zoning Map."

(2) No changes of any nature shall be made in the Zoning Map or matter shown thereon except in conformity with the procedures set forth in this chapter. Any unauthorized change of whatever kind by any person shall be considered a violation of this chapter and punishable as provided for hereafter. Regardless of the existence of purported copies of the Zoning Map which may from time to time be made or published, the Zoning Map, which shall be located in the office of the City Secretary or City Administrator, shall be the final authority as to the current status of land and water areas, buildings, and other structures in the city.

(B) *Replacement of official Zoning Map.*

(1) In the event that the Zoning Map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the City Council may, by ordinance, adopt a new Zoning Map, which shall supersede the prior Zoning Map. The new Zoning Map may correct drafting or other errors or omissions in the prior Zoning Map, but no such correction shall have the effect of amending the original Zoning Map or any subsequent amendment thereof. The new Zoning Map shall be identified by the signature of the Mayor, attested by the City Secretary, and bearing the seal of the city and date under the following words: "This is to certify that this Zoning Map supersedes and replaces the Zoning Map originally adopted by the city on the day of December 2, 1980."

(2) Unless the prior Zoning Map has been lost or has been totally destroyed, the prior Map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

§ 156.17 INTERPRETATION OF DISTRICT BOUNDARIES.

Where uncertainty exists as to the boundaries of districts as shown on the Zoning Map, the following rules shall apply:

(A) Boundaries indicated as approximately following the center lines of streets or highways shall be construed to follow those center lines;

(B) Boundaries indicated as approximately following plotted lot lines shall be construed as following those lot lines;

(C) Boundaries indicated as approximately following city limits lines shall be construed as following those city limits lines;

(D) Boundaries indicated as approximately following the center lines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow those center lines;

(E) Boundaries indicated as parallel to or as extensions of features indicated in divisions (A) through (D) above shall be so construed. Distances not specifically indicated on the Zoning Map shall be determined by the scale of the map;

(F) Where physical or cultural features existing on the ground are at variance with those shown on the Zoning Map, or in other circumstances not covered by divisions (A) through (E) above, the Board shall interpret the district boundaries; and

(G) Where a district boundary line divides a lot which was in single ownership at the time of passage of this chapter, the Board may permit the extension of the regulations for either portion of the lot not to exceed 50 feet beyond the district line into the remaining portion of the lot.

(Ord. 483, passed 6-6-2000)

§ 156.18 NEWLY ANNEXED TERRITORY.

Any territory hereafter annexed to the city shall be annexed in accordance with the zoning designation indicated in the current city land use plan. The owner of that territory may apply after annexation for new zoning under the procedures in this chapter.

(Ord. 483, passed 6-6-2000)

DISTRICT USES AND REQUIREMENTS

§ 156.30 APPLICATION OF REGULATIONS.

(A) The regulations set by this chapter within each use district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided.

(B) No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved, or structurally altered, except in conformity with all the regulations herein specified for the district in which it is located.

(C) No part of a yard, or other open space, or off-street parking or loading space required about or in connection with any building or use for the purpose of complying with this chapter, shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building or use.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

§ 156.31 AGRICULTURAL-OPEN SPACE DISTRICT.

(A) *Purpose; A-O.* The agricultural-open space (A-O) use district includes lands within the corporate limits of the city which are not subdivided and are relatively undeveloped. This use district is designed to promote continued agricultural activities and to provide open space.

(B) *Uses; A-O.*

(1) *Permitted uses.*

(a) Barn or stable for keeping private animal stock;

- (b) Agriculture;
- (c) Farm;
- (d) Pasturage;
- (e) Single-family residence;
- (f) Home Occupation; and
- (g) Accessory Buildings.

(2) *Conditional uses; special use permit required.* ~~The following uses may be applied for by filing a request for a special use permit and upon notice of hearing and receiving approval of the Council in its discretion:~~

The following uses require filing an application for a special use permit, with subsequent hearing by Planning & Zoning Commission after which approval is required by City Council:

- (a) Tower structures exceeding 25 feet in height;
- (b) Golf course;
- (c) Accessory Dwelling;
- (d) Rodeo;
- (e) Grain elevator;
- (f) Common stables; and
- (g) Riding academy (private).

(C) *Building setbacks; A-O.* No Structure shall be constructed within 100 feet of any property line.

(D) *Special requirements; A-O.* Any ~~single-building Structure~~ constructed within this A-O district shall conform to all area requirements and building regulations as required by the single-family residential district (SF), unless otherwise specified in this classification.

(1) No mobile homes or HUD-Code manufactured homes shall be permitted.

(2) No property qualifies for A-O district unless it has ~~5-five~~ acres in contiguous tracts under single ownership.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

§ 156.32 SINGLE-FAMILY RESIDENTIAL DISTRICT.

(A) *Purpose; SF.* The purpose of this classification is to provide for single-family residential development that is ~~most~~-consistent with the general desires of the community.

(B) *Uses; SF.*

(1) *Permitted uses.*

- (a) Single-Ffamily Residence;
- (b) Accessory Buildings; and
- (c) Home Occupation.

(2) *Conditional uses; special use permit required.* ~~The following uses may be applied for by filing a request for a special use permit and upon notice of hearing and receiving approval of the Council in its discretion:~~

The following uses require filing an application for a special use permit, with subsequent hearing by Planning & Zoning Commission after which approval is required by City Council:

- (a) Accessory Dwelling;
- (b) Boarding and activities involving large animals. ~~Large animal activities; and~~
- ~~(c) Large animals other than horses or cattle on the premises.~~

(C) *Lot size requirements; SF.*

(1) *Minimum lot size.* The minimum lot size shall be 2.0 acres ~~net~~ (87,120 square feet).

(2) *Maximum lot coverage.* The maximum lot coverage by all above ground structures shall be no more than 20%. ~~This is inclusive of all structures.~~ For a 2-acre lot, this is a maximum of 17,424 square feet.

(3) *Nonresidential structures; maximum lot coverage.* No more than 10% of the total lot area may be Accessory bBuildings.

(4) *Minimum lot width at front lot line.* The minimum lot width at the street frontage of any lot shall be 200 feet for straight streets. On curved streets and cul-de-sacs, the minimum lot width at the front lot line is determined by the effective radius of curvature, R, measured in feet, of the right-of-way boundary as follows. The width (W) shall be at least:

$$W = 70 - (400 / R) \text{ feet}$$

In this formula, R shall be ~~no less~~greater than or equal to 40 feet.

(5) *Minimum lot depth.* The minimum lot depth shall be 300 feet measured from the closest straight line distance between the front property line and the rear property line.

(D) *Buffer Yards; SF.* Buffer yards~~Buffer Yards~~ are not required for the single-family zoning classification. ~~If a bufferyard is to be incorporated into the development, the following conditions shall apply:~~

~~—(1) The bufferyard setback shall contain at least 1 tree per 20 linear feet in order to calculate the total number of trees. If hardy native or adapted trees currently are growing in the area of this bufferyard setback, retention of these trees is preferred over transplanting new trees in the bufferyard. Each planted tree shall be a native or adapted species and of a variety normally considered hardy for the type of soil contained in the bufferyard. Naturally grouped plantings are recommended. New trees shall be from the required tree list. Tree plantings must be completed and established prior to the city's issuance of a certificate of occupancy.~~

~~(12)~~ The bufferyard~~Buffer Yard~~ shall be included as a part of the property to be maintained by the ~~homeowners~~homeowner's association, or owner of the lot.

(E) *Building setbacks; SF.* The following setbacks are the minimum requirements. Distances indicated are exclusive of public or private motor vehicle easements or rights-of-way.

(1) *Front setback.* The minimum front setback for any structures on the lot shall be 100 feet from the closest point of the front property line. No two~~2~~ adjacent houses shall have the same front building line. The front building line of all adjacent houses shall vary by at least 5-five feet.

(2) *Side setback.* The minimum side setback shall be 40 feet from the closest point of the side property line.

(3) *Side setback at corner.* The minimum side setback for any structures on a lot located on a corner shall be the same as the front setback on the side closest to the adjacent street. ~~2-acre lots: 100 feet.~~

(4) *Rear setback.* The minimum rear setback for any structures ~~on the lot located on a corner lot~~ shall be 50 feet from the closest point of the rear property line.

(F) *Building regulations; SF.*

(1) *Single-family residence.*

(a) *Minimum living space.* There shall be a minimum of 2,500 square feet of air-conditioned living space.

(b) *Building materials.*

1. *First floor elevation.* Not less than 90% of the exterior materials used on the first floor elevation shall be brick, ~~or~~ stone or approved masonry product, exclusive of doors and windows.

2. *Total elevation.* Not less than 75% of the exterior materials used on the entire elevation, including the first floor elevation, shall be brick, ~~or~~ stone or approved masonry product, excluding doors and windows.

3. *Brick or stone; alternatives.* ~~Portland cement, plaster, or exposed aggregate plaster type finish material~~ Approved masonry products for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the ~~Uniform Building Code, Building Code Handbook~~ International Residential Code, and other pertinent ordinances in the city.

(c) *Maximum height.*

1. The maximum height for the primary residence shall be ~~two~~ 2 stories above ~~ground level~~ the finished foundation elevation, not to exceed ~~45~~ 35 feet above finished ~~floor~~ foundation elevation, excluding architectural treatment elements.

2. Architectural treatment elements are not to exceed 5 ~~4~~ feet above finished ~~foundation~~ floor elevation.

(2) *Accessory buildings* ~~Buildings~~. Refer to § 156.37 (N).

(3) *Accessory* ~~Dwellings~~. Accessory ~~buildings~~ Dwellings ~~to be used for living purposes~~ may be constructed only after the issuance of a special use permit.

(a) *Minimum living space.* There is no minimum living space requirement.

(b) *Building materials.*

~~1. First floor elevation. Not less than 90% of the exterior materials used on the first floor elevation shall be brick or stone, exclusive of doors and windows.~~

~~2. Total elevation. Not less than 75% of the exterior materials used on the entire elevation, including the first floor elevation, shall be brick or stone, excluding doors and windows.~~

~~3. Brick or stone; alternatives. Portland cement, plaster, or exposed aggregate plaster type finish material for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the Uniform Building Code, Building Code Handbook, and other pertinent ordinances in the city. Same requirements as primary residence.~~

(c) *Maximum height.* The maximum height for any accessory buildings shall be ~~2~~ two stories above ~~ground level~~ the finished foundation elevation, not to exceed the height of the primary residence.

(G) *Garages; SF.* No garage shall open to the front of a lot or to the side street in a corner lot.

~~(H) Trees and drainage; SF.~~

~~(1) Existing trees and drainage. All existing trees and drainage ways shall be noted on the conceptual site plan submitted with the zoning application. Trees to be added or removed shall be designated on the site plan. A separate landscaping plan may be submitted with this conceptual plan.~~

~~(2) Tree plantings. All streets shall have rows of trees, of approved species, planted along street sides outside of the right-of-way, at an average of 50 feet on center. Non-uniform planting of trees is encouraged.~~

(I) *Fences; SF.*

(1) *General restrictions.*

(a) No fences shall be permitted in front yard areas and side yards extending beyond the house facade on developments in the SF areas, except for lots of 2-two acres or more.

(b) ~~Fencing in side yard or back yard areas~~ All perimeter fencing shall not exceed 6-six feet, ~~0 inches~~ in height. All fences shall be of open construction and not solid or near-solid fabric or surfacing. Open construction shall mean that each fence panel, when viewed from an elevation perspective at a perpendicular to that elevation, shall be constructed of materials that allow at least 50% of the surface area of each panel to provide for an open unobstructed view.

(c) The 50% open construction requirement for each fence panel is exclusive of columns and posts, which may be constructed of solid material including masonry or metal.

(d) Fencing columns, if used, shall not be more than 2-two feet square on base, and not more than 6-six feet in height. The columns shall not be closer together than 6-six feet center to center.

(2) *Chain link fencing.* Chain link fences may not be used in the front yard. They cannot extend beyond the front building line of the primary dwelling on the lot. They cannot extend into the side setback on the street side of a corner lot. It is preferred that chain link fence be black or green vinyl coated rather than galvanized.

(3) *Privacy fencing.* Privacy fences are permitted around swimming pool areas, subject to the following:

~~(a) The fence must be built with the finished side facing the exterior of the lot; and~~

~~(ab)~~ The privacy fence must not be built farther than 30 feet from the side of the pool. The side of the pool is defined as where the water's edge meets the side of the pool, not the outside edge of the pool decking, if any.

(4) *Inspection and maintenance.* When any fence is completed, it must be inspected. The Building Inspection Department shall be notified upon completion of the fence. The ~~Chief~~ Building Official will ~~issue a card of acceptance if the~~ approve the fence if it complies with the provisions of this section, or it will be rejected. All fences constructed under the provisions of this section shall be maintained so as to comply with the requirements of this section at all times. Fences shall be maintained by the owner or person in charge of the property in as near as possible the condition of the fence when installed and accepted as provided herein, and shall be maintained as follows:

(a) The fence shall not be out of vertical alignment more than 20%; and

(b) All damaged, removed, or missing portions of the fence shall be replaced or repaired with comparable materials of a comparable color to the remaining portions of the fence.

(5) *Materials.*

(a) *Permitted materials.* Materials permitted are wood, concrete, masonry, chain link, wrought iron, metal tubing, vinyl, fiberglass composite, barbed wire, or other materials approved by the Building Official for exterior exposure as fence material.

(b) *Prohibited materials.* Materials prohibited are razor ribbon, sheet metal, corrugated steel and fiberglass panel, plywood, or any other similar material manufactured for other uses.

(6) *Certain locations, construction prohibited.*

(a) *Within easements.* No fence shall be located within any easement except by prior written approval of those agencies having interest in that easement.

(b) *Electric fences.* No fence erected shall be electrically charged in a manner to be dangerous to humans.

(7) *Swimming pool enclosures.* A building permit is required for the construction of all swimming pools, and all pools and their associated safety fences shall be built according to the building code.

(Ord. 483, passed 6-6-2000; Am. Ord. 508, passed 7-10-2001; Am. Ord. 697, passed 8-6-2013) Penalty, see § [156.99](#)

§ 156.33 SINGLE-FAMILY TRANSITIONAL DISTRICT.

(A) *Purpose; SFT.* The purpose of this classification is to provide for the gradual transition from the smaller lot sizes in neighboring cities to the larger lot sizes preferred by most city residents. This classification also provides for a landscaped ~~bufferyard~~Buffer Yard between cities.

(B) *Uses; SFT.*

(1) *Permitted uses.*

- (a) Single-~~F~~family ~~residence~~Residence;
- (b) Accessory ~~buildings~~Buildings; and
- (c) Home ~~oeccupation~~Occupation.

(2) *Conditional uses; special use permit required.* ~~The following uses may be applied for by filing a request for a special use permit and upon notice of hearing and receiving approval of the Council in its discretion.~~

The following uses require filing an application for a special use permit, with subsequent hearing by Planning & Zoning Commission after which approval is required by City Council:

- (a) Accessory ~~d~~Dwellling;
- (b) Boarding and activities involving large animals. ~~Large animal activities~~; and
- (c) ~~Large animals other than horses or cattle on the premises.~~

(C) *Lot size requirements; SFT.*

(1) *Average lot size.* The average lot size shall not be less than 1.5 acres ~~net~~ (65,340 square feet).

(2) *Minimum lot size.* The minimum lot size shall be 1 acre ~~net~~ (43,560 square feet).

(3) *Maximum lot coverage.* The maximum lot coverage by all above-ground Structures shall be no more than 20%. ~~This is inclusive of all structures.~~

- (a) 1-acre lot: 8,712 square feet maximum;
- (b) 1.5-acre lot: 13,068 square feet maximum; and
- (c) 2-acre lot: 17,424 square feet maximum.

(4) *Nonresidential structures maximum lot coverage.* No more than 10% of the total lot area may be ~~aeccessory~~Accessory buildingsBuildings.

(5) *Special provisional lot sizes.*

(a) Minimum lot size ~~on land~~ within the city limits ~~on after~~ January 1, 1999 shall be ~~2-two~~ acres ~~net~~. These lots are included in the average lot size calculation in ~~division paragraph~~ (C)(1) above.

(b) Lots adjacent to platted lots within the city limits on or before January 1, 1999 shall be a minimum of ~~2-two~~ acres ~~net~~ or not less than the smallest adjacent platted lot, whichever is less.

(6) *Minimum lot width at front lot line.*

- (a) 1-acre lot: 100 feet on straight street.
- (b) 1.5-acre lot: 150 feet on straight street.
- (c) 2-acre lot: 200 feet on straight street.

(d) On curved streets and cul-de-sacs, the minimum width at the front lot line is determined by the effective radius of curvature, R, measured in feet, of the right-of-way boundary as follows. The width shall be at least:

$$W = 70 - (400 / R) \text{ feet}$$

In this formula, R shall be ~~no less greater~~ than or equal to 40 feet.

(7) *Minimum lot depth.* The minimum lot depth shall be the following indicated distances in feet measured from the closest straight line distance between the front property line and the rear property line.

- (a) 1-acre lot: 150 feet;
- (b) 1.5-acre lot: 225 feet; and
- (c) 2-acre lot: 300 feet.

(D) ~~Bufferyards~~Buffer Yards; *SFT*. For those lots adjacent to another city or its ETJ in which the adjacent lot areas are (or are expected to be) less than 3/4 acre per lot, the setback requirement shall be modified as follows: An additional side or rear setback of 50 feet, ~~(in addition to the setbacks required abovebelow)~~, shall be required providing a ~~buffer~~Buffer Yard to compensate for the differences in lot sizes. This ~~bufferyard~~Buffer Yard setback shall contain at least 1 tree per 20 linear feet ~~in order to calculate the total number of trees~~. If hardy native or adapted trees currently are growing in the area of this ~~bufferyard~~Buffer Yard setback, retention of these trees is preferred over ~~transplanting~~planting new trees ~~in the bufferyard~~. Each planted tree shall be a native or adapted species and of a variety normally considered hardy for the ~~type of soil contained in the bufferyard area~~. ~~Naturally grouped plantings are recommended~~. New trees shall be from the required tree list. All ~~bufferyard~~Buffer Yard plantings must be ~~incorporated into the lot or adjacent area~~completed prior to a certificate of occupancy being issued for the lot.

(E) *Building setbacks; SFT*. The following setbacks are the minimum requirements. Distances indicated are exclusive of public or private motor vehicle easements or rights-of-way.

(1) *Front setback.* The minimum front setback for any structures on the lot shall be in accordance with the following listed distances, measured in feet from the closest point of the front property line. No ~~2-two~~ adjacent houses shall have the same front building line. The front building line of all adjacent houses shall vary by at least ~~5-five~~ feet.

- (a) 1-acre lot: 50 feet;
- (b) 1.5-acre lot: 75 feet; and
- (c) 2-acre lot: 100 feet.

(2) *Side setback.* The minimum side setback shall be in accordance with the following listed distances, measured in feet from the closest point of the side property line.

- (a) 1-acre lot: 25 feet;
- (b) 1.5-acre lot: 25 feet; and
- (c) 2-acre lot: 40 feet.

(3) *Side setback at corner.* The minimum side setback for any structures on a lot located on a corner shall be the same as the front setback on the side closest to the adjacent street for the same size lot.

- (a) 1-acre lot: 50 feet;
- (b) 1.5-acre lot: 75 feet; and
- (c) 2-acre lot: 75 feet.

(4) *Rear setback.*

- (a) Minimum 1-acre lot: 30 feet;
 - (b) Minimum 1.5-acre lot: 50 feet; and
 - (c) Minimum 2-acre lot: 50 feet.
- (F) *Building regulations; SFT.*
- (1) *Single-Family Residence.*
 - (a) *Minimum living space.* There shall be a minimum of 2,500 square feet of air-conditioned space.
 - (b) *Building materials.*
 - 1. *First floor elevation.* Not less than 90% of the exterior materials used on the first floor elevation shall be brick, ~~or~~ stone or approved masonry product, exclusive of doors and windows.
 - 2. *Total elevation.* Not less than 75% of the exterior materials used on the entire elevation, including the ~~first floor~~ first-floor elevation, shall be brick, ~~or~~ stone, or approved masonry product, excluding doors and windows.
 - 3. *Brick or stone; alternatives.* ~~Portland cement, plaster, or exposed aggregate plaster type finish material~~ Approved masonry products for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the Uniform Building Code, Building Code Handbook ~~International Residential Code~~, and other pertinent ordinances in the city.
 - (c) *Maximum height.*
 - 1. The maximum height for the primary residence shall be ~~2-two~~ stories above ground level ~~the finished foundation elevation~~, not to exceed ~~45~~ 35 feet above finished ~~foundation~~ to top of roof peak, excluding architectural treatment elements.
 - 2. Architectural treatment elements are not to exceed ~~40-50~~ feet above finished ~~foundation~~ to top of roof peak elevation.
 - (2) *Accessory ~~buildings~~ Buildings.* Refer to § 156.37(N).
 - (3) *Accessory ~~Dwellings~~ Dwellings.* Accessory ~~buildings to be used for living purposes~~ Dwellings may be constructed only after the issuance of a special use permit.
 - (a) *Minimum living space.* There is no minimum living space requirement.
 - (b) *Building materials.* Same requirements as the primary residence.
 - 1. ~~First floor elevation.~~ Not less than 90% of the exterior materials used on the first floor elevation shall be brick or stone, exclusive of doors and windows.
 - 2. ~~Total elevation.~~ Not less than 75% of the exterior materials used on the entire elevation, including the first floor elevation, shall be brick or stone, excluding doors and windows.
 - 3. ~~Brick or stone; alternatives.~~ Portland cement, plaster, or exposed aggregate plaster type finish material for elevations may be permitted in lieu of brick or stone, with the approval of the Building Official that these materials and their application conform to the requirements of the Uniform Building Code, Building Code Handbook, and other pertinent ordinances in the city.
 - (c) *Maximum height.* The maximum height for any ~~accessory~~ Accessory buildings shall be ~~2-two~~ stories above ground level ~~the finished foundation elevation~~, not to exceed the height of the primary residence.
- (G) *Garages; SFT.* No garage shall open to the front of a lot or to the side street in a corner lot.
- ~~(H) Trees and drainage; SFT.~~

~~(1) Existing trees and drainage. All existing trees and drainage ways shall be noted on the conceptual site plan submitted with the zoning application. Trees to be added or removed shall be designated on the site plan. A separate landscaping plan may be submitted with this conceptual plan.~~

~~—(2) Tree plantings. All streets shall have rows of trees, of approved species, planted along street sides outside of the right-of-way, at an average of 50 feet on center. Non-uniform planting of trees is encouraged.~~

(I) *Fences; SFT.*

(1) *General restrictions.*

(a) No fences shall be permitted in front yard areas and side yards extending beyond the house facade on developments in the SFT areas, except for lots of ~~2~~two acres or more.

(b) ~~Fencing in side yard or back yard areas~~All perimeter fencing shall not exceed 6 feet, ~~0 inches~~ in height. All fences shall be of open construction and not solid or near-solid fabric or surfacing. Open construction shall mean that each fence panel, when viewed from an elevation perspective at a perpendicular to that elevation, shall be constructed of materials that allow at least 50% of the surface area of each panel to provide for an open unobstructed view.

(c) The 50% open construction requirement for each fence panel is exclusive of columns and posts, which may be constructed of solid material including masonry or metal.

(d) Fencing columns, if used, shall not be more than two~~2~~ feet square on base, and not more than six~~6~~ feet in height. The columns shall not be closer together than six~~6~~ feet center to center.

(2) *Chain link fencing.* Chain link fences may not be used in the front yard. They cannot extend beyond the front building line of the primary dwelling on the lot. They cannot extend into the side setback on the street side of a corner lot. It is preferred that chain link fence be black or green vinyl coated rather than galvanized.

(3) *Privacy fencing.* Privacy fences are permitted around swimming pool areas, subject to the following:

~~(a) The fence must be built with the finished side facing the exterior of the lot; and~~

(b) The privacy fence must not be built farther more than 30 feet from the side of the pool. The side of the pool is defined as where the water's edge meets the side of the pool, not the outside edge of the pool decking, if any.

(4) *Inspection and maintenance.* When any fence is completed, it must be inspected. The Building Inspection Department shall be notified upon completion of the fence. The ~~Chief~~ Building Official will ~~issue a card of acceptance if~~approve the fence if it complies with the provisions of this section, or it will be rejected. All fences constructed under the provisions of this section shall be maintained so as to comply with the requirements of this section at all times. Fences shall be maintained by the owner or person in charge of the property in as near as possible the condition of the fence when installed and accepted as provided herein, and shall be maintained as follows:

(a) The fence shall not be out of vertical alignment more than 20%; and

(b) All damaged, removed, or missing portions of the fence shall be replaced or repaired with comparable materials of a comparable color to the remaining portions of the fence.

(5) *Materials.*

(a) *Permitted materials.* Materials permitted are wood, concrete, masonry, chain link, wrought iron, metal tubing, vinyl, fiberglass composite, barbed wire, or other materials approved by the Building Official for exterior exposure as fence material.

(b) *Prohibited materials.* Materials prohibited are razor ribbon, sheet metal, corrugated steel and fiberglass panel, plywood, or any other similar material manufactured for other uses.

(6) *Certain locations, construction prohibited.*

(a) *Within easements.* No fence shall be located within any easement except by prior written approval of those agencies having interest in that easement.

(b) *Electric fences.* No fence erected shall be electrically charged in a manner to be dangerous to humans.

(7) *Swimming pool enclosures.* A building permit is required for the construction of all swimming pools, and all pools and their associated safety fences shall be built according to the building code.

(Ord. 483, passed 6-6-2000; Am. Ord. 508, passed 7-10-2001; Am. Ord. 697, passed 8-6-

2013) Penalty, see § [156.99](#)

§ 156.34 MANUFACTURED HOUSING DISTRICT.

(A) *Purpose; MH.*

(1) The manufactured housing district is designated in order to provide an adequately controlled area for the placement of manufactured homes, and to ensure an environment suitable for family living. The terms “HUD-Code manufactured home,” “mobile home,” “manufactured housing,” and “recreational vehicle” as used herein are as defined in Tex. Occupation Code, Ch. 1201 and Tex. Trans. Code, § 522.004(b), as amended.

(2) Any violations of the provisions of the manufactured housing district ordinance passed September 19, 1995 which occurred prior to the date of any amendments to this chapter are not waived or released by those amendments. The provisions of this chapter in effect on the date of any violation of this chapter shall be interpreted as still being in effect on the date any violation is prosecuted. Further, no amendments to this chapter shall waive, accept, or approve any nonconforming use which existed immediately prior to September 19, 1995, the date the preceding manufactured housing district ordinance was enacted. Any nonconforming use on the date this manufactured housing district ordinance was originally passed by the city is a nonconforming use solely for the size of the tract, the number of mobile homes, or manufactured homes, located on the manufactured housing tracts, or the mobile home tracts, on the date this chapter was passed. No additional manufactured housing or mobile homes are permitted without strict compliance with this chapter.

(B) *Principal permitted uses; MH.*

(1) (a) Individually owned manufactured homes and lots in an approved manufactured housing district subdivision; and

(b) Commercial manufactured home parks providing, either on a rental or as an outright sale, lots for placement of manufactured homes with utilities for those manufactured homes.

(2) Supporting service facilities for the exclusive use of the residents will be permitted within the manufactured home park.

(C) *General provisions; MH.*

(1) *Mobile homes constructed prior to June 15, 1976.* No mobile home may be installed for use or occupancy as a residential dwelling unit within the city, effective the date of this chapter. Any mobile home previously legally permitted and used or occupied as residential dwelling unit within the city is deemed a nonconforming use. A permit for that legal nonconforming use and occupancy shall be granted for a lawful nonconforming mobile home within the city, so long as a replacement is a HUD- Code manufactured home.

(2) *No HUD-Code manufactured homes constructed on or after June 15, 1976.* No HUD-Code manufactured homes (constructed on or after June 15, 1976) shall be permitted in the city as a residential dwelling, or otherwise, unless the installation is within a manufacturing housing district approved by the city. An application to install a new HUD-Code manufactured home for use and occupancy as a residential dwelling is deemed approved and granted unless the city denies the application in writing, within 45 days of the receipt of the application, setting forth the reason for denial.

(3) *Recreational vehicles.* No recreational vehicle may be installed, used, or occupied as a residential dwelling within the corporate limits of the city.

(4) *Wastewater requirements.* All wastewater connections, septic systems, plumbing, and drainage shall meet the highest standards of federal, state, and county regulations adopted above.

(5) *Individual manufactured home lots and subdivisions.*

(a) Any individual desiring to place a manufactured home on a lot within the area designated as a manufactured housing district may do so without meeting the requirements of a commercial manufactured home park except for structural protection, under the conditions that the manufactured home be placed on a lot of no less than 1 acre and that all other applicable provisions of the single-family residential district (SF) regulations are met (such as use, setbacks, building code requirements). The conditions set forth for structural protection of manufactured homes in manufactured home parks will apply to individual manufactured home lots.

(b) Individual manufactured home lots and subdivisions shall comply with all requirements of the subdivision regulations in [Chapter 155](#) and the city's other ordinances.

(6) *Commercial manufactured home parks.*

(a) *Site plan required.* All applications for development of a manufactured home park or manufactured housing district subdivision shall be accompanied by a site plan and construction plans (12 copies) drawn to scale, acceptable to the City Engineer, complying with the requirements of [Chapter 155](#) of this code. A preliminary and final plat are required on all manufactured home parks. The boundary survey shall be prepared by a registered professional land surveyor and layout and design shall be prepared by a registered professional engineer. The manufactured home park shall comply with the design and construction requirements of [Chapter 155](#) regarding supporting data, drainage, paving, and utility facilities. The site plan and construction plans shall show:

1. The area and dimensions of the tract of land, with identification of location and boundaries;
2. The number, location, and size of all manufactured home spaces;
3. The location and specifications of sewer lines and riser pipes;
4. The location and specifications of water lines and service connections;
5. The location and details of lighting, electrical, and gas systems;
6. The location and specifications of all buildings constructed or to be constructed within the park;
7. Existing and proposed topography;
8. The location of fire mains, including the size, the hydrants, and any other equipment which may be provided;
9. Proposed pavement section;
10. Proposed storm drainage facilities, with calculations; and
11. Proposed wastewater treatment facilities.

(b) *Park and lot size requirements.*

1. *Minimum park size.* A site to be developed as a manufactured home park shall have a minimum area of 10 acres.

2. *Minimum manufactured home lot size.* Each manufactured home space shall have a minimum area of 1 acre exclusive of any floodplain or easements; however, no manufactured home space shall have dimensions less than 80 feet on the narrow dimension nor 100 feet on the long dimension, not including off-street parking required.

(c) *Temporary hookups.* No temporary hookups will be permitted. Power, water, and sewer service must be supplied to every lot.

(d) *Streets, parking, and traffic.*

1. *Streets.*

a. An internal street system (which shall also be drainage, utility, fire, and emergency access easement) shall provide access to each manufactured home space. This internal street system shall comply with requirements of [Chapter 155](#) of this code regarding streets, including construction requirements.

b. Driveways and parking areas are considered private. Maintenance of driveways and parking areas shall be a private responsibility. All other streets shall be dedicated as public.

2. *Tenant parking.* Tenants shall be provided with at least 3 off-street parking spaces for each manufactured home space. Each parking space shall be hard surfaced and located so as to eliminate interference with access to parking areas provided for either manufactured homes or for public parking in the manufactured home park.

3. *Visitor and supplemental parking.* In addition to parking spaces required for each manufactured home unit, there shall be provided for the manufactured home park: 1 visitor space for every 4 manufactured home spaces; and 1 supplemental parking or vehicle storage space for every 2 manufactured home spaces for the parking or storage of boats, recreational vehicles, and similar vehicles or equipment.

a. These visitor and supplemental spaces may be located anywhere within the manufactured home community, provided that no manufactured home space shall be situated farther than 150 feet from a visitor space.

b. All supplemental parking areas shall be screened by fencing or landscaping.

4. *General parking space size.* Each parking space will be not less than 17 feet by 10 feet.

(e) *Signs.* All signage will comply with [Chapter 153](#) of this code. Private streets shall indicate that they are private.

(f) *Access.*

1. Every manufactured home park shall have at least 2 points of direct access to and from a public street, and each manufactured home space shall have direct access to an internal public street. Where an internal street provides access, the same shall be used as an emergency access easement to allow for the rapid and safe movement of vehicles used for purposes of providing emergency health or public safety services.

2. Each emergency access easement shall have a clear, unobstructed width in compliance with city ordinances on street and road design, shall connect to a dedicated public street, or shall have a turnaround radius with a minimum of at least 40 feet in radius of paving. Corners of intersecting streets shall have sufficient turning area to permit free movement of emergency vehicles.

(g) *Walkways.* Designated, paved walkways will be provided on both sides of roadways or streets.

(h) *Numbering.* Within each manufactured home park, all streets shall be named, and manufactured homes numbered in a logical and orderly fashion according to the city's numbering system. Street signs shall be of a color and size conforming with those on public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles.

(i) *Intersections.* Street lighting within the manufactured home park shall be provided along all emergency access easements. Light standards shall have a height not to exceed 20 feet and spacing to ensure an average illumination level of not less than 1.0 foot candles.

(j) *Electric and telephone service.* All distribution and service lines of electrical, telephone, television, and other wire-carrier type utilities shall be underground, except that the system of supply lines for multiple subdivision service by utilities may be overhead. Transformers, amplifiers, or similar devices associated with the underground lines shall be located upon the ground or below the ground level. Where the underground installation of these facilities is not a standard practice of the utilities involved, the subdivider or developer shall make all arrangements for payments associated with the nonstandard installation.

(k) *Drainage and soil protection.*

1. The ground surface in all parts of a manufactured home park shall be graded and equipped to drain all surface water in a safe, efficient manner. Each manufactured home space shall provide adequate drainage for placement of a manufactured home.

2. Exposed ground surfaces in all parts of every manufactured home park shall be paved, covered with stone screening or other solid material, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust.

3. No portion of any lot shall be located below the 100-year floodplain. Drainage facilities shall comply with Chapter 155 of this code.

(l) *Fire safety.* Storage and handling of flammable gases and liquids shall be as follows:

1. Whenever liquefied petroleum gases are stored or dispensed, their handling and storage shall comply with requirements of the city ordinances as applicable; and

2. Wherever gasoline, fuel, oil, or other flammable liquids are stored or dispensed, their handling and storage shall comply with requirements of the city ordinances and state regulations.

(m) *Water supply facilities.* Water supply facilities for fire protection service shall meet the minimum requirements of the key rate schedule for a standard city as last adopted by the State Board of Insurance and the minimum requirements of the city.

(n) *Firefighting.*

1. Approaches to all manufactured homes shall be kept clear for firefighting.

2. The owner or agent of a manufactured home park shall be responsible for the instruction of his or her staff in the use of the park fire protection equipment and in their specific duties in the event of a fire. The owner shall provide standard city fire hydrants located within 300 feet of all manufactured home spaces, measured along the driveways or streets.

3. The owner or agent of a manufactured home park shall be responsible for maintaining the entire area of the park free of dry brush, leaves, and weeds.

4. The owner or agent of a manufactured home park shall provide an adequate system of collection and safe disposal of rubbish, approved by the Fire Marshal.

(o) *Manufactured home spacing standards.* In order to provide adequate separation of manufactured homes and of other buildings and structures for the purposes of safety against the hazards of fire and explosion, and to promote structural safety in the placement of manufactured homes on their respective sites, the following spacing standards shall apply.

1. The minimum front yard setback shall be 75 feet from the nearest corner of the manufactured home to the front line of the manufactured home space.
2. No manufactured home shall be closer than 75 feet to the outer perimeter property line. If the manufactured housing district is adjacent to a non-manufactured housing district, the setback from the outer perimeter property line shall be at least the setback of the adjacent district, if the setback of the adjacent district is greater than 25 feet.
3. Other structures on each manufactured home space must be placed to the back of the manufactured home space and must be a minimum of 75 feet away from any line of the manufactured home space.
4. The minimum distance between manufactured homes at any point shall be 75 feet.
5. The average vertical clearance height of the manufactured home frame above the finished ground elevation shall not exceed 3 feet.

(p) *Landscaping.* The park will provide attractively and esthetically designed and installed screening and landscaping to ensure privacy and suitable environments for manufactured home occupants. The proposed screening and landscape plan shall be submitted for review and approval by the city. Landscaping areas will be not less than 5% of the gross site area.

(q) *Community buildings and service facilities.*

1. *Structural and other requirements for buildings.*

a. Construction of all buildings shall comply with applicable ordinances of the city. All portions of structures shall be properly protected from damage by ordinary uses and by decay, corrosion, termites, and other destructive elements. Exterior portions shall be of such materials and be so constructed and protected as to prevent entrance or penetration of moisture and weather.

b. All rooms containing sanitary or laundry facilities shall:

i. Have sound-resistant walls extending to the ceiling between male and female sanitary facilities. Walls and partitions around showers, lavatories, and other plumbing fixtures shall be constructed of dense, nonabsorbent, waterproof materials or covered with moisture-resistant materials;

ii. Have at least 1 window or skylight facing directly to the outdoors. The minimum aggregate gross area of windows for each required room shall not be less than 10% of the floor area served by them; and

iii. Have at least 1 window which can be opened easily or have a mechanical device which will adequately ventilate the room.

2. *Sanitary facilities.*

a. Toilets shall be located in separate compartments equipped with self-closing doors. The rooms shall be screened to prevent direct view of the interior when the exterior doors are open.

b. Hot and cold water shall be furnished in every lavatory, sink, and laundry fixture, and cold water shall be furnished in every water closet and urinal.

3. *Lighting.* Illumination level shall be maintained as follows:

- a. General seeing tasks: at least 5 foot candles;
- b. Laundry room work area: at least 40 foot candles;
- c. Toilet room in front of mirrors: at least 40 foot candles;
- d. Pedestrian walkways: at least 5 foot candles;
- e. Visitor and supplemental parking areas: at least 5 foot candles; and

f. Recreation areas: at least 5 foot candles.

(r) *Storage facilities.* Storage facilities with a minimum size of 200 square feet per manufactured home space shall be provided on the space, or in compounds located within 100 feet of each space. Wherever provided, storage facilities shall be faced with masonry, porcelainized enamel, baked enamel, steel, or other material equal in fire resistance, durability, and appearance. All storage facilities shall be anchored to a concrete slab.

(s) *Incinerators.* Incinerators will be specifically prohibited. Incineration of trash and garbage will be prohibited.

(t) *Recreational areas.* Every manufactured home park shall have at least 1 visibly identifiable recreation area for the benefit and use of its residents. Not less than 5% of the gross site area of the manufactured home park shall be devoted to recreational facilities. Playground space shall be protected from traffic, thoroughfares, and parking areas. This space shall be maintained in a sanitary condition and free of safety hazards. Lighting must be provided for all recreation areas.

(u) *Water system.*

1. *Supply.*

a. An adequate, safe, and potable supply of water shall be provided by the owner or agent. Connection shall be made to the city water system.

b. The manufactured home park shall have a compound commercial water meter from the city, regardless of the distribution of the water within the manufactured home park.

2. *Connections.*

a. The water supply system shall be connected by pipes to all manufactured homes, buildings, and other facilities requiring water. All water piping, fixtures, and other equipment shall be constructed and maintained in accordance with state and city regulations and requirements.

b. All water line mains will be 8 inches or larger.

c. Individual water riser pipes and connections shall be constructed and maintained in accordance with the city ordinances, as applicable.

(v) *Electrical utilities.*

1. The wiring, fixtures, equipment, and appurtenances of every electrical wiring system shall be installed and maintained in accordance with applicable ordinances and regulations for those systems.

2. Power distribution lines shall be located underground. All power distribution lines, individual electrical connections, and grounding of the manufactured homes and equipment, shall comply with the city ordinances, as applicable.

(w) *Sewage or wastewater facilities.*

1. An approved sewage treatment system shall be provided to meet the minimum city, state, and county requirements. A connection to municipal sanitary sewage service shall be required if access to a sanitary sewer line is available to the site, at the landowner's cost. On-site sewage or wastewater treatment and disposal systems will be approved. Spray effluent shall not be used for any treatment facility.

2. All requirements of the county, city, and the state as to sanitation, water quality preservation, and pollution will be met. Where any such statutes or regulations are in conflict, the more restrictive statute or regulation shall apply, as determined by the Building Inspector of the city, subject to the review and approval of the Mayor. Unless otherwise stated in those

regulations, each residential unit within a manufactured housing district shall be connected to either:

a. An approved septic system, either for the individual unit or a group of units, which shall be designed and shall operate to treat an average of 250 gallons of wastewater per day from each unit, and shall further be designed to appropriately treat wastewater discharged at peak times of the days and evenings; or

b. In the event a sanitary sewer line is available for use by a manufactured housing district, all residential units located lawfully within the manufactured housing district shall be connected to the sanitary sewer line.

3. An adequate and safe sewage system shall be provided for conveying sewage to the treatment plant. The sewer system shall be constructed in accordance with applicable local and state health regulations. Effluents from sewage treatment facilities shall not be discharged into any waters of the state except with prior approval of the State Natural Resource Conservation Commission.

4. For sewage or wastewater connections, where public sanitary sewer system is available, all materials used for sewer connections shall be in accordance with the city ordinances, as applicable.

a. Each manufactured home stand shall be provided with at least 4-inch diameter sewer riser pipe. The sewer riser pipe shall extend at least 4 inches above the ground and shall be so located on each stand that the sewer connection to the manufactured home drain outlet will approximate a vertical position.

b. The sewer connection to the manufactured home from the sewer riser pipe and any other sewer connections shall be in accordance with the requirements of the city ordinances, as applicable.

c. Provision shall be made for plugging the sewer riser pipe when no manufactured home occupies the space. Surface drainage shall be diverted away from the riser.

(x) *Fuel supply and storage.*

1. Natural gas piping systems shall be installed underground and maintained in accordance with applicable ordinances and regulations governing those systems. Each manufactured home space provided with piped gas shall have a cap on the outlet when not in use to prevent accidental discharge of gas and shall be in accordance with applicable city ordinances.

2. Liquefied petroleum gas systems shall be installed only if an available natural gas system is more than 1,000 feet from the manufactured home park. The liquefied petroleum gas systems shall be maintained in accordance with applicable ordinances of the city and regulations of the State Railroad Commission pertaining thereto.

(y) *Refuse handling and collections.* The storage, collection, and disposal of refuse shall be so conducted as to create no health hazards, rodent harborage, insect breeding areas, accident or fire hazards, or air pollution.

1. *Storage facilities.* One or both of the following systems shall be used:

a. If refuse is gathered at the individual manufactured home spaces, it shall be stored in fly-tight, watertight, rodent-proof containers, which shall be located at each manufactured home site. Containers for this use shall be provided by the park in sufficient number and capacity to properly store all refuse; or

b. In lieu of storage at individual sites, centrally located refuse containers, appropriately screened, and having a capacity of 3 cubic yards or larger, may be provided. These

containers shall be so designed as to prevent spillage or container deterioration, and to facilitate cleaning around them.

2. *Removal.* Refuse and garbage shall be removed from the park at least once each week. The licensee or agent shall ensure that containers in the park are emptied regularly and are maintained in a usable, sanitary condition.

(z) *Insect and rodent control.* Grounds, buildings, and structures shall be maintained free of insect and rodent harborage and infestation. Parks shall be maintained free of accumulation of debris which may provide rodent harborage or breeding places for flies, mosquitoes, and other pests. The growth of brush, weeds, and grass shall be controlled to prevent harborage of noxious insects or other pests. Parks shall be maintained so as to prevent the growth of noxious weeds detrimental to health. Open areas shall be maintained free of heavy undergrowth.

(aa) *Structural protection; anchorage.* To ensure against natural hazards such as tornadoes, high winds, and electrical storms, anchorage at each manufactured home shall be provided according to the following schedule.

1. *Ties.* For each manufactured home space designed to accommodate the length of unit shown, frame ties shall be provided in the number indicated. In addition, over-the-unit ties shall be provided as close to each end as possible with straps at stud and rafter locations.

Length	Number of Ties
Up to 30 feet	2 per side
30 to 50 feet	3 per side
50 to 70 feet	4 per side
Over 70 feet	5 per side

2. *Anchors.*

a. Soil tests shall be made to ensure that the following types of anchorage will withstand 3,750 pounds of pull per 10-foot length of manufactured home.

- i. Cross-section: auger or dead man, 6 inches in diameter; arrowhead 8 inches.
- ii. Depth: auger or arrowhead 4 feet; dead man 5 feet.

b. Anchor rod shall be at least 5/8 inch in diameter with welded eye at tip, and shall be hooked into concrete when used in dead man anchors.

c. Anchors in slabs shall equal above in pull resistance.

3. *Connectors.* Connectors of the following design minimums shall be used.

- a. Galvanized or stainless steel cable: 3/8 inch of 7 strands of 7 wires each (7 x 7).
- b. Galvanized aircraft cable: 1/4 inch 7 strands of 19 wires each (7 x 19).
- c. Steel strap: 1.25 inch by 0.035 inch galvanized with tensioning device.
- d. Cable ends: Secured by 2 U-bolt clamps.
- e. Steel rods: 5/8 inch with ends welded and closed to form an eye.
- f. Turnbuckles: 5/8 inch drop forged with closed eyes, or other tensioning devices of equivalent strength.

4. *Piers and footings.* The location and design of piers and footings shall satisfy the following standards.

- a. Spaced at 10-foot intervals on both frame rails with end ones no farther than 5 feet from end of manufactured home.

- b. Footings of solid concrete 16 inches by 16 inches by 4 inches (16 x 16 x 4).
- c. Piers of standard 8 inches by 8 inches by 16 inches (8 x 8 x 16) of solid concrete.
- d. Treated trim shingles may be used for leveling.
- e. Pier or footing designs equivalent to the above when approved by the City

Engineer.

5. *Permanent structures.* Park buildings, patio awnings, and cabana roofs. All permanent park buildings, patio awnings, and cabana roofs hereafter constructed and all extensions to existing structures shall comply with applicable ordinances of the city.

6. *General application.* These provisions for structural protection shall also apply to individual manufactured home lots.

(bb) *Responsibilities of park management.*

1. *Operation.* The licensee, or his or her agent, of every manufactured home park located within the corporate limits of the city shall operate and maintain the park in compliance with these regulations and with all other applicable ordinances of the city. He or she shall provide adequate supervision to maintain the park, its facilities, and equipment in good repair and in a clean and sanitary condition.

2. *Information; responsibility for violations.* The licensee or agent shall notify park occupants of all applicable provisions of these regulations and inform them of their duties and responsibilities under these regulations. The licensee or agent shall bear final responsibility for any violations of the ordinances set forth for manufactured home parks, except as specifically outlined as the responsibility of park occupants.

3. *Registration; information required.* The licensee or agent shall maintain a register of park occupancy which shall contain the following information:

- a. The names and addresses of park residents;
- b. Manufactured home registration data including make, length, width, year of manufacture, and identification number;
- c. The location of each manufactured home within the park by space or lot number and street address; and
- d. Dates of arrival and departure.

2. *Information to Tax Assessor-Collector.* The licensee or agent shall furnish to the Tax Assessor-Collector for the city, no later than January 10 and July 10 of each year, a list of all manufactured home residents in the park on the last day of the preceding month. The register shall provide information on the make, length, width, year of manufacture, and identification number of the manufactured home, the address or location description of the manufactured home within the park, and information on manufactured homes which have moved out of the park since the last report including the foregoing data plus the departure dates of each manufactured home and, if known, its destination. These lists shall be prepared using forms provided by the Tax Assessor-Collector for the city.

(cc) *Responsibilities of owner.* The owner or agent shall ensure that every occupant of a space in a manufactured home park located within the corporate limits of the city shall maintain his or her manufactured home space, its facilities and equipment, in good repair and in a clean, sanitary condition. He or she shall be responsible for proper placement of his or her manufactured home in its manufactured home space and proper installation of all utility connections in accordance with the instructions of the park management.

1. *Skirting and additions.* Fire-resistant skirting with the necessary vents, screens, and openings shall be required on all manufactured homes in manufactured home parks and shall be

installed within 10 days after emplacement of the manufactured home. Skirting, porches, awnings, and other additions, when installed, shall be maintained in good repair.

2. *Prohibition of storage under homes.* The use of space immediately underneath a manufactured home for storage shall be prohibited.

(dd) *Inspections.*

1. *Inspections by public officials.* The Mayor or his or her designee and the Fire Marshal or his or her designee, are hereby authorized and directed to make inspections as are necessary to determine compliance with these regulations.

2. *Authority to inspect.* The Mayor or the Mayor's designee, the Fire Marshal or his or her designee, the Tax Assessor-Collector, and the Water Superintendent shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting or investigating conditions relating to the enforcement of this section. They shall have the power and authority in discharging their official duties to inspect the register containing a record of all residents of the manufactured home park.

3. *Access to premises.* It shall be the duty of every occupant of a manufactured home park to give the licensee, his or her agent, or authorized employee access to any part of the park at reasonable times for the purpose of making repairs or alterations as are necessary to effect compliance with this section.

(D) *Nonconforming manufactured housing parks; MH.* Any manufactured home park in existence at the time of the addition of the manufactured housing district to the city's zoning regulations (September 19, 1995), which does not meet the regulations as set forth herein, shall not be enlarged in size or number of units in place, extended in land area or number of units, or improved, unless the enlargement, extension, or improvement complies with all regulations contained herein.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

 § 156.35 PLANNED ~~RESIDENTIAL~~ DEVELOPMENT DISTRICT.

~~This zoning classification, PRD or PRD1, is closed and not available for zoning applications.~~

~~(Ord. 483, passed 6-6-2000)~~

~~(A) The purpose of Planned Development (PD) is to provide an alternative zoning district to ensure flexible, innovative developments under controlled conditions which preserve the natural features of individual tracts and encourage developers to provide for open space in all areas not otherwise attainable under conventional base zoning districts.~~

~~(B) Review Procedure: The following procedure shall be used for PDs:~~

~~a. Step 1: Pre-Application Activities.~~

~~i. Pre-Application Conference. A pre-application conference is required to be held. In addition, the applicant shall include a concept/schematic plan for review by the Director to help determine whether or not a proposed PD is the appropriate procedure for the applicant and the city. The concept/schematic plan shall include at a minimum the following:~~

- ~~1. Proposed uses;~~
- ~~2. Number and type of units;~~
- ~~3. Floor area of all buildings;~~
- ~~4. Floor area of each use for mixed-use buildings (if applicable);~~
- ~~5. Proposed parking capacity and configuration;~~
- ~~6. General site planning layout and phasing; and~~

7. Summary of proposed deviations from the City's Code of Ordinance standards and a description of compensating public benefits achieved through the PD process.
- b. Step 2: Application Submittal and Processing.
 - i. Generally.
 1. The PD application shall be submitted and accepted, and may be revised or withdrawn.
 2. An application for rezoning to a PD shall include a PD plan.
 - ii. PD Plan.
 1. Generally.
 - a. The PD Plan establishes the development regulations for a planned development and specifically identifies where there are deviations from the Code of Ordinances.
 - b. The PD Plan shall include a development plan map.
 - c. Unless specifically modified by the PD Plan, the PD shall comply with all standards in the Code of Ordinances, as amended.
 - d. Where the applicant is proposing deviations from the zoning provisions of the Code of Ordinances, the applicant shall specify both the existing regulations and the wording of each corresponding substitution, as proposed. The proposed PD district shall represent a quality development when weighed overall against the standards in the Code or the alternative regulations proposed by the applicant.
 - e. The PD plan shall be reviewed by the Director of Public Works and the Planning and Zoning Commission, whose recommendations are forwarded to the City Council for review and approval.
 - f. Approval of the PD plan is required prior to approval of a development permit in a PD zoning district.
 2. Public Benefits to be Provided. When an applicant is proposing deviations from the zoning provisions of this Code to establish a PD zoning district, the applicant shall demonstrate how the proposed PD zoning district will generally provide public benefits to justify the increased flexibility offered by the city through the PD procedure.
 - iii. Concurrent Comprehensive Plan Amendment Review. A comprehensive plan amendment application may be reviewed concurrently with a PD application.
 - iv. Concurrent Subdivision Review. A subdivision application submitted under Chapter 155 may be reviewed concurrently with a PD application. A preliminary plat for a PD shall only be approved following approval of the rezoning to PD.
- c. Step 3: Staff Review and Action. The Director of Public Works shall review the PD application and prepare a staff report and recommendation in accordance with the approval criteria below.

- d. Step 4: Scheduling and Notice of Public Meetings/Hearings. The PD application shall be scheduled for public hearings before the Planning and Zoning Commission and City Council, and noticed in accordance with applicable law.
- e. Step 5: Review and Decision.
 - i. Planning and Zoning Commission Review and Recommendation. The Planning and Zoning Commission shall review the PD application in accordance with the approval criteria below, and shall forward its recommendation to the City Council.
 - ii. City Council Review and Decision.
 - 1. The City Council may review and approve, approve with conditions, or deny the PD application in accordance with the approval criteria below.
 - 2. If the Planning and Zoning Commission recommends denial of the PD application, the rezoning shall become effective only by a three-fourths vote of all members of the City Council.
 - 3. The City Council may also remand the PD application back to the Director of Public Works or the Planning and Zoning Commission for further consideration.
 - 4. If the City Council remands the PD application back to the Director of Public Works or Planning and Zoning Commission, additional public hearings will be required before final adoption.
 - iii. Protest Procedure.
 - 1. The rules governing amendment over protest are contained in Texas Local Government Code, Chapter 211. The Director of Public Works may prescribe forms for protest petitions.
 - 2. Property owners within 200 feet of a proposed rezoning, as indicated on the most recently approved city tax roll, may file a written protest against the rezoning. If written protests are received by owners of 20 percent or more of the area within 200 feet of the proposed rezoning, approval shall require three-fourths vote of the City Council for a rezoning to become effective. In such case, a supermajority vote shall not be required by the Planning and Zoning Commission.
- f. Step 6: Post-Decision Actions and Limitations.
 - i. Adoption of a Planned Development District. At the time a PD zoning document is approved by the City Council, it becomes an integral part of this Code for that PD district established by the city on the property. All future development within the adopted PD district shall thereafter be in conformity with the PD zoning document for that property.
 - ii. Future Development. Upon adoption of the PD district, the applicant may proceed with the development of the property in accordance with the PD zoning document and, the PD development standards document by applying for preliminary and final plat(s) approval in accordance with the phasing plan in the PD district.
 - iii. Administration and Enforcement.
 - 1. While ownership of a project may subsequently be transferred (in whole or in part), PD zoning will continue to be implemented and

maintained on the total acreage of the PD district. It is the responsibility of the owner to notify all prospective purchasers of the existence of the PD district and the PD development plan.

2. In the event that the applicant has failed to comply with the conditions adopted by the City Council in conjunction with the approved PD zoning document, the city may enforce the conditions of the PD under applicable law.

iv. Amendments to a Planned Development.

1. Generally.

- a. The applicant or its successors may request amendments to the PD zoning document and or PD development standards document.
- b. Amendments to the approved PD documents shall be delineated as major or minor amendments, according to the criteria set forth in this subsection.
- c. Amendments to the approved PD documents will not affect development units not included in the proposed amendment.
- d. Upon receipt of a PD amendment application, the Director shall determine if the proposed amendment constitutes a major or minor amendment subject to the criteria in subsections 2 and 3 below.

2. Major Amendments.

- a. An amendment will be deemed major if it involves any one of the following:
 - i. A change in the overall PD district boundary;
 - ii. A significant change to the approximate boundary of one or more development unit(s) from that approved in the PD district, as determined by the Director of Public Works. A change to an individual development unit generally shall be deemed to be significant if it represents a 10 percent increase to the approximate gross area of the development unit as approved in the PD district;
 - iii. An increase of 10 percent or more of the approved number of projected dwelling units or gross leasable area (GLA) for an individual development unit;
 - iv. Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the Director of Public Works;
 - v. Any change in land use or density that is likely to negatively impact or burden mobility adjacent to the PD district or to the overall major street system; or
 - vi. Any other proposed change to the development plan, which substantively alters one or more components of the PD district.

- b. If the Director of Public Works determines the amendment to be major, the amendment request shall be processed under the rezoning procedure described in Subsection 156.35(b).

3. Minor Amendments.

- a. Amendments not meeting one or more of the criteria listed above for major amendments shall be considered minor. If the Director of Public Works determines the amendment to be minor, the Director may administratively act on the amendment and attach stipulations or conditions of approval thereto, to protect the public health, safety, and welfare.
- b. At least 15 days prior to consideration of a requested minor amendment by the Director of Public Works, notice of the proposed minor amendment shall be mailed to each owner of property wholly or partly within 200 feet of the affected development unit(s) to which the amendment relates.
- c. If written protest to any minor amendment is received from any notified property owner within 10 days of the notification mailing date and such protest cannot be resolved, then the minor amendment shall be reclassified as a major amendment. No additional application shall be required; however, all provisions governing major amendments shall then apply.
- d. If written protest is not received as described above, the Director of Public Works shall render a decision on the minor amendment request.
- e. The Director's decision shall be final unless appealed to the Planning and Zoning Commission in Subsection 4 below.

4. Administrative Decision Appeals.

- a. The applicant or a property owner within 200 feet may appeal an action or decision by the Director of Public Works on minor amendments to the Planning and Zoning Commission within 10 days from the date of the Director's decision.
- b. Appeals shall be in writing on a form provided by the Director of Public Works and shall include only the specific items being appealed.

- g. Rezoning to PD Approval Criteria. In reviewing a proposed rezoning to a PD district, the Planning and Zoning Commission and City Council shall consider the general approval criteria in Chapter 156 and whether and to what extent the proposed PD district:

- i. Complies with the goals of the Comprehensive Plan;
- ii. Complies with this Code, except where modifications are expressly authorized through the PD zoning document, the PD development standards document, and in the PD development plan map;

- iii. Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in a PD district;
- iv. In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding area;
- v. In the case of proposed non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended; and
- vi. The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD district.

(C) Planned Development Standards.

- a. Unless specifically modified by the PD Plan during the rezoning to PD procedure established above, the PD shall comply with all standards of this Code, as amended.
- b. Where the PD standards conflict with the standards in this Code, the regulations of the approved PD Plan shall control.

(D) Before a Final Plat is approved, capital improvement fees currently due shall be escrowed with the City in accordance with the Capital Improvement fee ordinances.

(A)

§ 156.36 SPECIAL ACTIVITIES DISTRICT.

(A) *Purpose; SA.* The purpose of the special activities district is to provide for tourist-related commercial uses that are integrated through site planning and architectural design guidelines. A site plan shall be required for all land to be zoned special activities district, and shall be approved at the time the district is approved, and attached to the ordinance establishing a special activities district, in accordance with the provisions in division (B)(3). A site plan shall be required for all new construction for land zoned special activities district and shall conform in all respects to the site plan, in accordance with the provisions in division (B)(4). The acreage of a special activities district shall be not less than 175 acres.

(B) *Concept plan; SA.*

(1) *Procedures.* The City Council may, after receiving the report of the Planning and Zoning Commission, approve by ordinance the creation of a special activities district based upon a concept plan prepared in accordance with provisions of this section and processed in accordance with the procedures for establishing zoning districts. The approved plan shall be made part of the ordinance establishing the district. Any amendments to a concept plan must be in harmony with the plan for the entire district and must be approved by the City Council by ordinance. An amendment to a Council approved plan will be considered an amendment to the special activities zoning district and be processed in accordance with zoning amendment procedures. The City Council shall have full legislative discretion in its consideration of any type of plan.

(2) *Criteria.* In determining whether a special activities district should be established and the concept plan should be approved, the Planning and Zoning Commission in making its recommendations and the City Council in making its decision shall consider the following criteria:

- (a) The plan of development is consistent with the future land use policies and map in the city's Comprehensive Plan;

(b) The proposed uses and project design are compatible with existing and planned adjoining uses;

(c) Adequate public facilities, including open space, will be provided in a timely manner to support each phase of the development;

(d) The proposed uses and development standards are consistent with the purposes and standards of these ~~distriet-zoning~~ regulations; and

(e) The proposed timing of the development is consistent with the overall growth and development of the city.

(3) *Designation.* The ordinance establishing a special activities district shall set forth the following provisions. The general site plan shall be incorporated as an exhibit to the ordinance.

(a) A statement as to the purpose and intent of the district;

(b) The general land uses and acreage of each use authorized in the district, by use category, the location of these uses, the residential densities and nonresidential ~~intensities~~ densities associated with phases of the project, in conformance with the approved site plan;

(c) General conditions and standards applicable to development within the district; and

(d) Required dedications or public improvements, if any.

(4) *Site plan.* A site plan shall be required for all new construction, exterior remodeling, or additions to any structure which exceed 10% of either the structure's size or assessed value for tax purposes, in a special activities district. No building permit shall be issued for a development subject to site plan review until that site plan has been approved in accordance with this section.

(a) *Application.* The property owner or designated representative may initiate site plan review by filing an application with the City Administrator and submitting the required review fee and ~~five~~ five copies of the site plan and related documents.

(b) *Contents of application.* Applications shall contain drawings to scale to indicate:

1. The location of existing and anticipated new structures on the subject property and adjoining property;

2. Landscaping and fencing, setback areas, uses of landscaping and walls or fences for screening purposes, and landscaping of parking areas, if applicable;

3. The design of ingress and egress to minimize interference with traffic flow on abutting streets;

4. The height of all structures;

5. The proposed uses for all structures;

6. The location and types of all signs including lighting and heights; and

7. The facade elevations of each building, including descriptions of materials and colors for finishes.

(c) *Standards.* The site plan shall conform to ~~the site plan,~~ all ~~distriet-zoning~~ regulations, all additional requirements of the ordinance creating the district, and any supplemental or special regulations applicable to the particular use.

(d) *Decision on site plan and appeal.* The City Council shall designate the official responsible for review and action in the ordinance creating the district. The official so designated may approve, approve with conditions, or deny the site plan. Appeals from denial of administrative site plan shall be to the Zoning Board of Adjustment, and shall be made within 15 days. Procedures governing ~~t~~The appeal shall be in accordance with § 156.68.

(C) *Uses; SA.* The following uses shall be permitted of right or by special use permit in the special activities district.

(1) *Permitted uses.*

(a) The following uses shall be allowed in a special activities district; provided, however, that these uses may be restricted by the City Council in the ordinance creating the district:

1. Hotel;
2. Motel;
3. Bed and breakfast establishments;
4. Retail and service uses:
 - a. Arts and crafts galleries;
 - b. Photography studio;
 - c. Retail shops for clothing and souvenirs, gourmet foods, antiques, or florist shops;

and

- d. Cafes, restaurants, and catering facilities, excluding fast food restaurants or drive-throughs.
5. Dinner playhouse;
6. Farmers' market;
7. Conference or events facilities;
8. Indoor or outdoor special events, such as the following: rodeos, livestock exhibitions, and auctions;
9. Tennis club or golf course;
10. Single-family residence for on-site caretaker or staff;
11. Facilities for the mixing of personal care products from natural and raw agricultural products, such as an aloe vera products mixing facility. This use does not include any animal processing, raw material processing, uses which emit odors, or heavy manufacturing or industrial uses; and

12. Private club for the serving of alcoholic beverages, where properly permitted by the State Alcoholic Beverages Commission, and where the facility is not less than 300 feet from a church, public school, or public hospital. Only ~~one~~¹ private club shall be approved per site plan.

(b) The City Council shall have full legislative discretion in determining whether these uses are appropriate with adjacent land uses, and shall have discretion to impose conditions as may be necessary to protect adjacent land uses and ensure compatibility.

(2) *Conditional uses.* All uses listed as conditional uses in the SF district may be requested in accordance with the provisions of that section.

(3) *Temporary outdoor uses.* The following temporary use may be allowed upon application for and issuance of a special use permit from the City Building Official or other designated official: seasonal fireworks displays. Request for a special use permit for a seasonal fireworks display shall be accompanied by a properly issued permit from the Fire Marshal, and may only be denied in times of drought or when the safety of the public is endangered by the activity. Fireworks displays shall be limited to no more than ~~four~~⁴ per year, including ~~1~~^{one} each for Independence Day weekend and New Year's Eve.

(4) *Prohibited uses.* The following uses shall be prohibited:

- (a) Sexually oriented businesses, including adult bookstores, adult theaters, nude modeling or photography studios, adult dancing or entertainment at private clubs; and
- (b) Strip commercial development or shopping centers.

(D) *Area and dimensional requirements; SA.*

(1) *Building setbacks.*

(a) Structures shall be set back from existing residential structures on or adjacent to the property zoned as special activities district a minimum of 300 feet, measured from roof overhang

to roof overhang. Structures shall be set back 300 feet from any major roadway, including FM 2551, FM 2514, Park Boulevard, and other roads as the city may from time to time designate.

(b) Enclosures such as outdoor or rodeo arenas, riding areas, or similar outdoor uses which do not require the construction of a building, shall be set back 100 feet from all roadways.

(c) Buildings shall have the following setbacks.

Yard	Setback from Roadway	Setback from Buildings
Front yard	300 feet	100 feet
Rear yard	150 feet	50 feet
Side yard	100 feet	50 feet

(d) Building setbacks may be modified by City Council on the site plan, provided that public safety objectives are preserved.

(2) *Height limitations.*

(a) Buildings for hotel use only may be ~~three~~3 stories, not to exceed 35 feet.

(b) Buildings for all other uses shall not exceed ~~4-one~~ story, or 18 feet.

(c) Where new buildings are constructed on property which has existing buildings on the date the property is zoned special activities district, new construction shall not exceed the height of the existing buildings, or ~~3-three~~ stories, whichever is less. In this instance, the City Council may modify the height limitation in division (D)(2)(b) above, if existing buildings are higher than the buildings existing on the property when the district is created.

(E) *Parking regulations; SA.* Off-street parking shall be required for all new construction, based on the following standards.

(1) Where necessary for fire safety purposes, specially designated fire or traffic lanes may be required by the Fire Chief or the Building Official. The designated area shall be kept clear of all parking, storage, and other obstructions at all times.

(2) For parking areas which are hard surfaced, parking areas shall be subdivided into smaller lots. No more than 100 spaces shall be included in a single lot area. Accessible parking shall be provided as required by state and federal standards.

(3) Overflow parking for special events or recreational activities of a short-term, non-permanent nature may be located on grassy areas.

(F) *Design elements; SA.*

(1) *Facade.* Facade treatments and colors shall conform to the following, subject to any exceptions which may be approved by the City Council on the site plan:

(a) Wood materials;

(b) Overhangs and colonnades;

(c) Canopies are required, projecting from colonnades;

(d) All buildings must be constructed in uniform rural style, as that term is defined by the city. No modern or post-modern styles will be permitted. New construction shall be consistent with any existing buildings in the district;

(e) Colors of building materials must be neutrals, earth tones, or as are consistent with adjacent buildings. Any deviation from this standard must be approved by the City Council on the site plan;

(f) Shingle or tile roofs;

(g) Painted metal building materials, stucco, stone, or brick may be allowed where they are provided for in the ordinance establishing the district or on an approved site plan; and

(h) Prohibited building materials, which may not be permitted on a site plan: concrete or concrete block surfaces, ~~or synthetic stucco finishes (such as EIFS).~~

(2) *Sidewalk.* Sidewalks shall be installed in accordance with state or federal statutes.

(3) *Lighting.* Light fixtures located in parking areas must not exceed 15 feet in height, and may not be directed or placed so that the illumination circle falls outside the district boundary; provided, however, that fixtures for outdoor sporting events may not exceed 30 feet in height.

(4) *Signs.* Signs shall meet the following standards.

(a) Monument style signs, constructed of the same or similar materials as other improvements on the property, and no more than ~~5~~five feet high from the ground, are permitted in this district. Total size of the sign shall not exceed 32 square feet.

(b) No ~~neon or~~ illumination elements are allowed on sign surfaces; provided, however, that the signs may be backlit or illuminated from a light installed on the ground, and designed to shine upwards only on the face of the sign.

(c) Signs shall be placed only at driveway entrances and shall not be allowed on buildings.

(d) Temporary signs for directions or events shall be permitted in accordance with the regulations contained in § 153.05, or as the same may be amended. Illuminated signs, as they are defined in Chapter 153 of this code, are specifically not allowed in this district.

(5) *Loading zones and storage.* All loading and unloading shall be conducted at the rear of any building or structure. Loading zones shall be placed on the property as required by the city's building code. No outdoor storage is allowed, unless approved by City Council on the site plan, and where, due to the nature of the items being stored, it is necessary to keep them outside.

(G) *Landscaping requirements; SA.*

(1) Open space must constitute 40% of the gross area covered by the site plan.

(2) Parking lots shall be landscaped as follows.

(a) Landscaping requirements may be waived or modified by the City Council at the site plan stage if a finding is made that the site plan provides sufficient permeable surfaces and adequately addresses the drainage and visual impacts of impermeable surfaces.

(b) There shall be a minimum of ~~one~~+ tree planted in the parking area for each 400 square feet or fraction thereof of hard surfaced area. Trees shall be a minimum of a 4-inch caliper, and shall be conifers or hardwoods.

(c) The perimeter of all parking areas should be effectively screened to a minimum depth of 15 feet from streets, driveways, drop-off areas, buildings, and open spaces.

(d) An area equal to 15% of the total size of the parking lot must be landscaped and permeable, exclusive of perimeter plantings.

(H) *Manufactured housing limitations; SA.* No mobile homes or HUD-Code manufactured homes shall be permitted.

(Ord. 483, passed 6-6-2000) Penalty, see § 156.99

 § 156.37 SUPPLEMENTARY ~~DISTRICT ZONING~~ REGULATIONS.

The following supplementary ~~district zoning~~ regulations are hereby adopted and shall apply in all cases where specified by this section.

(A) *Visibility at intersections in all districts.* On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as materially to impede vehicle drivers' vision at intersections.

(B) *Fences, walls, and hedges.* Notwithstanding other provisions of this chapter, fences, walls, and hedges may be permitted in any required yard, or along the edge of any yard, provided that the fences, walls, or hedges along lot lines at street intersections do not impair visibility at the intersection within an area defined by lines of joining points located 20 feet back from the intersection of all curb lines extended.

(C) *Offensive trade activity.* No offensive trade activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance. No lot shall be used or maintained as a dumping ground for rubbish.

(D) *Lot maintenance.* In all districts, lots shall be maintained in such a manner as to be free and clear of debris. The following provisions relate only to the height of grass and weeds:

(1) On tracts of land, whether platted or described by metes and bounds, grass and weeds are not permitted to grow to a height in excess of 12 inches unless the vegetation is for agricultural operations and may then exceed 12 inches.

(2) The practice of Agricultural operations includes the following activities:

(a) Cultivating the soil (tilling soil in order to better prepare it for planting);
 (b) Producing crops for human food, animal feed, planting seed, or fiber;
 (c) Floriculture (cultivation and management of ornamental and flowering plants);
 (d) Viticulture (the cultivation or culture of grapes especially for wine making);
 (e) Horticulture (growing fruits, vegetables, flowers, or ornamental plants - wildflowers may exceed 12 inches when growing, but shall be mowed to a maximum height of 12 inches after seeding);

(f) Silviculture (dealing with the development and care of forests);

(g) Current wildlife management;

(h) Current raising or keeping livestock or poultry.

(3) Regularly cultivated crops shall not be allowed to grow within the public road right-of-way of any public street or easement but shall be kept mowed. It shall be the duty of any person owning, claiming, occupying, or having supervision or control of any real property to cut and remove all weeds, brush, or other objectionable or unsightly matter as often as may be necessary; provided that the removing and cutting same at least once in every 30 days shall be deemed a compliance with this chapter; and to use every precaution to prevent the same growing on the premises to become a nuisance.

(E) *Exceptions to height regulations.* The height limitations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

(F) *Structures to have access.* Every building erected or moved shall be on a lot with direct access on a public street, or with access to a municipally approved street. All structures shall be so located on lots as to provide safe and convenient access for servicing, fire protection, and required on-site parking.

(G) *Yard definitions.* Yards as required in this chapter are open spaces on the lot on which a building is situated and which are open and unobstructed to the sky, except as herein provided.

(1) *Front yard.* A yard facing and abutting a street and extending across the full width of the front of the lot and having a minimum horizontal depth measured from the front property line equal to the depth of the minimum front yard specified for the district in which the lot is located. The required yard line represents the line in front of which no building or structure may be erected. Balconies, decks, and marquees located more than 8-eight feet from the ground may project up to 6-six feet into the required front yard.

(2) *Rear yard.* A yard extending across the full width of the lot between the side lot lines and having a minimum depth measured from the rear lot line as specified for the district in which the lot is located. There shall be no intrusion into the rear yard by stairways, balconies, or other building extensions to more than ~~4~~four feet.

(3) *Side yard.* A yard located on a lot extending from the required rear yard to the required front yard and having a minimum width measured from the side lot line as specified for the district in which the lot is located.

(H) *Use of ~~major~~ recreational equipment.*

(1) ~~For purposes of these regulations, MAJOR RECREATIONAL EQUIPMENT is defined as including boats and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings/RVs, tent trailers, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.~~ No ~~such~~Recreational ~~e~~Equipment shall be used for living, sleeping, or housekeeping purposes for more than:

~~(a) 14 days per year, or~~

~~(ab)~~ 21 days (consecutive or non-consecutive) in any 30-day period not to exceed a total of 63 days in a 12 month period.

(2) ~~The~~Recreational ~~e~~Equipment must be parked or stored on a residential lot or in a location approved for such use.

(I) *Parking and storage of certain vehicles.* Automotive vehicles or trailers bearing license plates or state motor vehicle inspection stickers which are more than ~~3~~three months out of date shall not be parked or stored on any residentially designated property except in completely enclosed buildings or covered with protective cloth specifically made for that use.

(J) *Parking of large vehicles.* No vehicle larger than that of a 2-ton capacity shall be parked upon any lot or premises in a residentially zoned district.

(K) *District changes.* Whenever the boundaries of a district shall be changed so as to transfer an area from ~~1~~one district to another district of a different classification, or when boundaries or districts are changed as a result of annexation of new territory or changes in the regulations or restrictions of this chapter, the foregoing provisions shall also apply to any nonconforming uses existing therein which may so become nonconforming.

(L) *Off-street parking.*

(1) *Non-residential.* Off-street parking must be provided for all nonresidential uses in accordance with the following schedule.

(a) Religious facility: ~~1~~one space for each ~~4~~four fixed seats in the sanctuary or auditorium, or ~~1~~one space for each 28 square feet in the sanctuary or auditorium if fixed seats are not provided.

(b) School (public or private):

1. One and one-half spaces for each kindergarten/elementary school classroom;
2. Three and one-half spaces for each junior high/middle school classroom; and
3. Nine and one-half spaces for each senior high school classroom.

(c) All other nonresidential uses: ~~1~~one space for each 200 square feet of floor area.

(2) *Residential.*

(a) Passenger vehicles may be parked anywhere behind the front facade of the house, or, if in front of the house, on the driveway, or the entire vehicle shall be within 15 feet of the centerline of the driveway.

(b) Recreational vehicles and equipment (including, but not limited to, recreational vehicles, motor homes, travel trailers, pickup campers, boats and boat trailers, horse or stock trailers, and similar equipment).

1. On lots of 2-two acres or less, must be parked behind the front line of the house, on either an improved or unimproved surface.

2. On lots greater than 2-two acres, may be parked or stored within 50 feet of the front building line of the house, so long as the RVs are not parked within 100 feet of the front property line.

(c) Industrial/commercial vehicles over a GVWR (gross vehicle weight rating) of 10,000 pounds must be parked behind the front line of the house, either on an improved or unimproved surface.

(d) Farm equipment.

1. On lots of 2-two acres or less, must be parked behind the front line of the house, on either an improved or unimproved surface.

2. On lots greater than 2-two acres, may be parked behind the front line of the house, or up to 50 feet in front of the house, but not closer than 100 feet from the front building line, either on an improved or unimproved surface.

(e) Prohibited vehicles. Semi tractors and their trailers.

(M) *Home occupation.*

~~—(1) For purposes of these regulations, **HOME OCCUPATION** is defined as business activity within the residence, or any other building, or on the grounds, that does not involve more than 1 other unrelated person, operation of commercial trucks, signage, or visible storage of business related equipment or materials. Business activity is broadly construed to include all non-residential activity, for profit or otherwise, including, but not limited to, retail, commercial, industrial, manufacturing, or similar use.~~

~~—(2) Home occupation/business.~~

~~(a1)~~ No residential structure, and/or lot in any Parker zoning district, except SA - Special Activities, may be used for business purposes, unless and except in cases meeting the strict wording of the home occupation ~~regulation definition~~.

~~(b2)~~ Use of a residential property for a home occupation is allowed only under the following conditions:

~~1(a).~~ There shall be not more than one+ employee who does not reside permanently at the residence. ~~A person who receives a wage, salary, or percentage of profits related to the home occupation and whose place of work is at the residence shall be considered an~~ **EMPLOYEE**. Staging or gathering of employees at the residence for work assignments away from the residence is not allowed.

~~2.(b)~~ No signage is permitted for a home occupation (with the exception of state-approved/licensed vineyard).

~~3.(c)~~ No raw materials, scrap, inventory, equipment, work in progress and/or finished goods may be visible from the street, or adjacent properties.

~~4.(d)~~ No building alterations shall be allowed that will alter the residential design or use of the residence or the property.

~~5.(e)~~ No toxic, explosive, flammable, combustible, corrosive, radioactive, or other hazardous materials shall be used or stored on the site for home occupation purposes, unless approved by the city Fire Marshal.

~~6.(f)~~ All home occupations must comply with the city nuisance ordinance.

~~7.(g)~~ No traffic shall be generated by a home occupation in greater volumes than normally expected for the zoning classification of that neighborhood.

(N) Accessory ~~buildings~~Buildings. ~~ACCESSORY USE, ACCESSORY STRUCTURE, OR ACCESSORY BUILDING~~ is a use or structure which is clearly incidental and secondary to the primary use and which does not change the character thereof, including, but not limited to stables, barns, detached garages, bathhouses, greenhouses, tool sheds, shipping containers and portable buildings over 120 square feet floor area.See Definition

(1) Accessory buildings shall be constructed of materials similar in appearance to the main dwelling or with any of the following exterior materials:

(a) Brick, pre-finished metal, wood siding or simulated wood, masonry products, Portland cement plaster, stucco or exposed aggregate concrete.

(b) Corrugated sheet metal siding and roofing are expressly prohibited.

(2) All construction of accessory buildings requires the issuance of a building permit by the city. All construction shall meet the building code requirements of the city.

(3) Accessory buildings shall be located according to the most restrictive of the following:

(a) In the rear portion of the lot, behind the rear building line of the main dwelling.

(b) If on a corner, no closer to a street than the main dwelling.

(c) In compliance with the setbacks requirement required by the zoning classification or final plat of the lot.

(4) Maximum height.

(a) The maximum height of an accessory building is measured from the peak of the roof of the accessory building to grade level finished foundation elevation.

(b) The maximum height shall be 40 feet, or the height of the peak of the roof of the main dwelling, whichever is lower.

(c) The maximum height of a sidewall of an accessory building shall not exceed ~~45~~20 feet.

(5) Additional requirements.

(a) The building area of an accessory building shall not exceed the lesser of 2,500 square feet or 3% of the lot area.

(b) The applicant shall submit a fully dimensioned site plan, showing the location and the dimensions of the accessory building, the property lines, easements and all structures within 100 feet of the property line. The sketch shall include a depiction of the size and location of all doors in the accessory building.

(c) Accessory buildings of any size used to shelter animals shall be at least 100 feet from the primary dwelling of adjacent residents on contiguous lots.

(d) No accessory building shall be closer to the front of the lot than the dwelling on an adjacent lot. This rule is waived if the residence on the adjacent lot is at least 200 feet from the proposed accessory building.

(e) Lots of less than ~~two~~2 acres are limited to ~~one~~1 accessory building. Lots greater than ~~two~~2 acres are limited to ~~one~~1 accessory building per acre. An ~~SUP~~variance is required for more than ~~two~~2 accessory buildings per lot, or ~~1~~one accessory building larger than 2,500 square feet.

(6) Usage and occupancy. Accessory buildings shall not be used for accessory dwellings, unless converted in accordance with all provisions governing accessory dwellings.

(7) A greenhouse is an accessory building, but because of its function, building options are different from other accessory buildings. Greenhouses shall be used only for the purpose of

growing plants. Greenhouses exceeding 120 square feet shall be constructed in accordance with the following requirements:

(a) The exterior of a greenhouse must be constructed of fiberglass, glass, carbonite, or other rigid material approved by the Building Inspection Department. Such materials will be mounted in frames of steel, aluminum, cedar, or treated wood, suitable for building purposes, and in accordance with the applicable building code.

(O) *Accessory dwellings.* ~~ACCESSORY DWELLING is a separate dwelling for immediate family, domestic help, farm hands or other permanent help, or used as a guest quarters.~~ See definition

(1) Accessory dwelling regulations. Each single lot may have ~~1~~one accessory dwelling (either attached, or detached).

(2) Detached dwellings.

(a) No detached dwelling may be constructed on less than ~~two~~2 acres.

(b) Detached dwellings must be designed, constructed, and used for single family use, not multi-family use.

(c) Detached dwellings may not be larger than ~~1,000~~2500 square feet of living space, or 25% of the living space of the primary residence, whichever area is less.

(d) Detached dwellings require a special use permit (SUP), with annual renewal.

1. Architectural design, features, and construction materials must match the primary dwelling.

2. The detached dwelling must meet all setback and side yard requirements.

3. Detached dwellings shall be located according to the most restrictive of the following:

a. In the rear portion of the lot, behind the rear building line of the main dwelling.

b. If on a corner, no closer to the street than the main dwelling.

c. In compliance with the setbacks requirement required by the zoning classification or final plat of the lot.

4. The ingress and egress to the detached dwelling by vehicle must be shown on the site plan, and any driveway must connect with the main residence driveway.

(3) Attached dwellings. Attached dwellings must meet all requirements set forth above for detached dwellings, and an attached dwelling must also comply with the following:

(a) The attached dwelling may be constructed on a lot of ~~1~~one acre or larger.

(b) The attached dwelling must be architecturally designed and constructed to be incorporated into the structure of the primary residence, connected by an enclosed walkway, or other means of attachment as approved in the SUP for the dwelling.

(c) The front of the attached dwelling must not be located a distance greater than 20 feet from the rear or side of the primary dwelling.

(4) General conditions for accessory dwellings.

(a) No accessory dwelling, either attached or detached, may be rented or leased to third parties by the owners or residents of the primary residence. The owners of the primary residence may not live in the accessory dwelling, and rent to third parties the primary residence.

(b) No portion of a garage, bonus room, cabana, accessory, or any other structure on the property may be used as a dwelling for any person other than the occupants of the primary residence, and their family members of the first or second degree of affinity or consanguinity, other than as a short term (no longer than ~~one~~1 month) guest room.

(c) An attached or detached dwelling may be provided, without ~~mental-monetary~~ charge, to domestic or agricultural workers providing services to the residents of the primary residence or for farm and livestock care on the property.

(d) There must be a fire hydrant within 450 feet of a detached dwelling, or an 8-inch water line must be laid.

(P) *Storage units and construction containers.*

(1) Temporary storage units and trash containers.

(a) No shipping containers, PODS, or trash containers may be located on residential lots for more than 30 days. A lot owner may apply to the city for a permit for a longer period of use. The City Administrator or his/her designee may issue a permit for an additional time period, not to exceed 60 days.

(b) Temporary storage units and trash containers must not be in the right-of-way or public easement.

(2) Construction storage and trash containers.

(a) Storage and trash containers, or other containers in use for a permitted construction project, must be removed within 10 days of the project completion or issuance of a CO (certificate of occupancy).

(b) Construction storage units and trash containers must not be in the right-of-way or public easement.

(3) Non-temporary storage units.

(a) Shipping containers, PODS, railroad cars, or transportation storage equipment may not be located on a residential lot in a permanent manner.

(b) Storage sheds of less than ~~126-200~~ square feet of floor area are allowed on residential properties. Not more than ~~1-one~~ per acre will be allowed. The shed must be placed behind the rear building line of the principal dwelling, and, on a corner lot, no closer to the street than the main dwelling. Building setbacks do not apply to storage sheds described in this division (P)(3).

(4) Non-temporary trash containers. All non-temporary trash containers require an SUP, must be screened on all ~~4-four~~ sides, with access on ~~1-one~~ side, and must be out of the right-of-way and/or city easement.

(5) Portable toilets.

(a) Portable toilets are required for permitted construction projects, and must be removed within 10 days of the project completion or CO.

(b) Portable toilets are allowed on a residential lot for special events of up to ~~3-three~~ days without a permit.

(c) Portable toilets are allowed on agricultural zoned lots (non-residential) without a permit, but not be placed within 100 feet of the property lines.

(Ord. 483, passed 6-6-2000; Am. Ord. 508, passed 7-10-2001; Am. Ord. 638, passed 2-17-2009; Am. Ord. 653, passed 3-16-2010; Am. Ord. 696, passed 5-21-2013) Penalty, see § [156.99](#)

NONCONFORMING, CONDITIONAL, AND SPECIAL USES

§ 156.50 NONCONFORMING USES.

(A) *Existing buildings, structures, and uses.* Except as hereinafter specified, any use, building, or structure existing at the time of the enactment of this chapter may be continued, even though that use, building, or structure may not conform with the provisions of this chapter for the district in which it is located; provided, however, that this section shall not apply to any use, building, or structure established in violation of any ordinance previously in effect in the city, unless that use, building, or structure now conforms with this chapter.

(B) *Conditional uses.* Any use existing on the effective date of Ord. 242A which is listed as a conditional use in the use district where it is located shall remain a nonconforming use until a special use permit is obtained as provided in this chapter.

(C) *Alteration of nonconforming uses.* No existing building or premises devoted to a use that is not permitted by this chapter in the use district in which the building or premises is located shall be enlarged or improved, except when required to do so by law or written order, unless the use thereof is changed to a use that is permitted in the district in which the building or premises is located, and except as follows.

(1) When authorized by the City Council in accordance with the provisions of this chapter, the substitution for a nonconforming use of another nonconforming use, or an extension of a nonconforming use, may be made.

(2) Whenever a nonconforming use has been changed to a conforming use, that use shall not thereafter be changed to a nonconforming use.

(3) When authorized by the City Council in accordance with the provisions of this chapter, enlargement or completion of a building devoted to a nonconforming use may be made upon the lot occupied by that building, where that extension is necessary and incidental to the existing use of the building and does not exceed 25% of its area of nonconformity, as measured by the square footage of the building or land area.

~~—(4) When authorized by the City Council in accordance with the provisions of this chapter, a nonconforming use may be extended throughout those parts of a building which were manifestly designed or arranged for that use prior to the date on which that use of the building became nonconforming, if no structural alterations, except those required by law, are made therein.~~

(D) *Cessation of use of building or land.* For the purposes of the succeeding divisions, a use shall be deemed to have ceased when it has been discontinued for 12 months, whether with the intent to abandon the use or not.

(1) No building or structure which was originally designed for a nonconforming use shall again be put to a nonconforming use, where that use has ceased for ~~6-six~~ months or more.

(2) No building or structure which was not originally designed for a nonconforming use shall again be put to a nonconforming use, where that use has ceased for ~~6-six~~ months or more.

(E) *Construction approved prior to ordinance.* Nothing herein shall be construed to require any change in the overall plans, construction, or designated use of any development, structure, or part thereof, where official approval and the required building permits were granted before the enactment of this chapter, or any amendment thereto, where construction thereof, conforming with those plans, shall have been started prior to the effective date of this chapter or the amendment, and where that construction shall have been completed in a normal manner within the subsequent ~~6six~~ -month period, with no interruption, except for reasons beyond the builder's control.

(F) *Repair of unsafe buildings.* Nothing in this chapter shall be construed to prohibit the strengthening or repair of any part of any building or structure declared unsafe by proper authority.

(G) *Nonconforming signs.* All nonconforming signs, billboards, or commercial advertising structures may be continued only for a period of ~~1-one~~ year from the adoption of this chapter, unless in violation of other ordinances or shorter periods are provided for in other ordinances or code provisions.

(H) *Damage or destruction.*

(1) Any nonconforming structure except a dwelling, which is damaged as measured by the cost to repair as more than 60% of the then appraised value for tax purposes above its foundation, by fire, flood, explosion, wind, earthquake, war, riot, or other calamity or act of God, shall not be restored or reconstructed and used as it was before that happening. If the structure is damaged less than 60% of its then appraised value for tax purposes, it may be restored, reconstructed, or used as before, provided that the restoration or reconstruction is completed within 12 months of the damaging event.

(2) Dwellings may be restored or reconstructed provided that the reconstruction or restoration is at least to the same size and quality as the damaged or destroyed dwelling.

(I) *Repairs and maintenance.*

(1) A nonconforming structure may be repaired and maintained as necessary to keep it in sound condition, but no structural alterations shall be made unless required by law or ordinance or unless authorized by the Council.

(2) Except as otherwise provided in this chapter, the total structural repairs and alterations that may be made to a nonconforming structure shall not exceed 50% of its appraised value for tax purposes. This restriction on rebuilding does not apply to accessory dwellings or single-family residences.

(J) *Moving of nonconforming structure or building.* No nonconforming building or structure shall be moved in whole or in part to any other location on the lot, or on any other lot, unless every portion of the building or structure is made to conform to all the regulations of the district where relocated.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

§ 156.51 **CONDITIONAL USES.**

(A) The following uses may be permitted in any district when they meet special regulations and conditions prescribed by the Commission and are approved by the City Council through the issuance of a special use permit. Detailed examination of proposed location and use characteristics is necessary to maximize compatibility.

(B) These uses include:

- (1) Community building; meeting or recreational;
- (2) Temporary signs;
- (3) Public library;
- (4) Municipal service facilities and buildings;
- (5) Parks, playfields, and playgrounds;
- (6) Public swimming pool;
- (7) Temporary structure (construction, real estate, and the like);
- (8) Church;
- (9) School; and
- (10) Guest ranches or party pavilions; parking areas.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

§ 156.52 **SPECIAL USE PERMITS.**

(A) *Purpose.* The purpose of the regulations described by this section is to allow the compatible and orderly development within the city of uses which may be suitable only in certain locations in a designated district if developed in a specific way or only for a limited period of time.

(B) *Requirement.* A special use permit is required for all conditional uses. A special use permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this chapter.

(C) *Approval responsibility.*

(1) The Planning and Zoning Commission shall have the initial responsibility for recommending all special use permits required for the conditional uses.

(2) The City Council shall have the final authority for approval or denial of all special use permits.

(3) The following procedures shall be complied with prior to the approval or denial of any special use permit.

(a) Application concerning special use permits for those uses which are conditional in any district shall be submitted to the Administrator in writing and be automatically referred to the Commission for a public hearing on same. The Administrator shall investigate conditions, arrange hearing notification, and obtain any expert advice needed to achieve agreement between the applicant and the city.

(b) After receiving an application for a special use permit, notification of that request by mail shall be made to all owners of real property located within 200 feet of the property on which application has been made. The names and addresses of the affected parties shall be supplied by the applicant.

(c) After a public hearing, the Commission may recommend an application for a special use permit not be approved, if the proposed use fails to meet ~~+~~one of the criteria set forth in division (E) below. In recommending a special use permit be approved, the Commission, on the basis of recommendations from the Administrator, may impose requirements and conditions with respect to locations, construction, maintenance, and operation, in addition to those expressly stipulated in the ordinance for the particular use, as it deems necessary for the protection of adjacent properties and the public interest.

(d) When application has been denied by the Commission, the applicant may appeal for a hearing before the City Council.

(D) *Appeals from decisions of the Commission.* Any person or persons, jointly or severally, aggrieved by a decision of the Commission, may present the City Council a petition, duly verified, setting forth that the decision is unjust, in whole or in part, specifying the grounds of injustice. The petition shall be presented to the body within 10 days after the final decision of the Commission and not thereafter.

(E) *Prerequisites for approval by City Council.*

(1) No structure or property in any district shall be used for a use listed as a conditional use without first having obtained a special use permit for that use from the City Council.

(2) The City Council, after receipt of report and recommendation of the Commission, may permit a conditional use subject to appropriate conditions and safeguards, when, after public notice and a hearing, the City Council finds:

(a) The proposed use meets all the minimum standards established in this chapter for this type of use;

(b) The proposed use is in harmony with the purpose and intent of this chapter; and

(c) The proposed use will not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

(3) Each use permitted by the City Council shall be evidenced by a duly adopted ordinance granting the special use permit and containing those conditions as may be prescribed by the City Council.

(4) The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this chapter and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as drainage, trails, and fencing.

(5) Prior to any public hearing before the City Council for a special use permit, notification shall be made by mail to all property owners within 200 feet of the property on which the application was made.

(F) *Application filing procedure.* Application shall be made by the property owner or certified agent thereof to the Administrator on a form prescribed for this purpose by the city. The application shall be accompanied by drawings as provided herein. Granting a special use permit does not exempt the applicant from complying with requirements of [Chapter 151](#) of this code or other code provisions.

(G) *Development and time limits.* Following the issuance of a special use permit, the Building Official shall ensure that if the development is undertaken, it is commenced in compliance with the permit within ~~1~~one year. If the development is not commenced within ~~1~~one year of issuance of the applicable special use permit, the special use permit shall expire without notice.

(Ord. 483, passed 6-6-2000) [Penalty, see § 156.99](#)

ADMINISTRATION AND ENFORCEMENT

§ 156.65 CONSTRUCTION; SITE PLAN REQUIRED.

(A) *Requirement.* A site plan shall be required for all new construction, exterior remodeling, or additions to any structure. No building permit shall be issued for a development subject to site plan review until the site plan has been approved in accordance with this section.

(B) *Purpose.* The purpose of the site plan is to ensure compliance with this chapter and to assist in the orderly and harmonious development of the city, to protect and enhance the general welfare, and to help prevent the impairment or depreciation of land values and development by the erection of structures, additions, or alterations thereto without proper attention to site planning and preserving the intent of this chapter.

(C) *Application.* The property owner or designated representative may initiate site plan review by filing an application with the City Administrator, and submitting the required review fee and ~~5~~five copies of the site plan and related documents.

(D) *Contents of application.* Applications shall contain drawings to scale to indicate:

- (1) The location of all structures on the subject property and adjoining property;
- (2) Landscaping and fencing, setback areas, uses of landscaping and walls or fences for screening purposes, and landscaping of parking areas;
- (3) Design of ingress and egress to minimize interference with traffic flow on abutting streets;
- (4) The height of all structures;
- (5) The proposed uses for all structures;
- (6) The location and types of all signs including lighting and heights; and
- (7) The facade elevations of each building, including descriptions of materials and colors for finishes.

(E) *Standards.* The construction plan shall conform to the concept plan, all ~~district zoning~~ regulations, all additional requirements for the ordinance creating the district, and any supplemental or special regulations applicable to the particular use.

(F) *Decision on site plan and appeal.* The City Council, the Building Official, or other official as may be designated by the City Council, shall review and approve, approve with conditions, or deny the site plan. Appeals from denial of site plan shall be to the Board of Adjustment, made within 15 days. Procedures will be in accordance with § 156.67.

(Ord. 483, passed 6-6-2000) Penalty, see § 156.99

§ 156.66 ADMINISTRATION AUTHORITY.

(A) The Building Official, City Planner, City Engineer, City Administrator, or other administrative official of the city shall be designated Administrator by the City Council to administer the provisions of this chapter.

(B) If the Administrator shall find, or if any person files with him or her a complaint in writing alleging that any of the provisions of this chapter are being violated, he or she shall immediately investigate and when necessary give written notice to the person responsible to cease those violations forthwith.

(C) Notice may be delivered in person, by mail, or by certified mail to a violator or to any occupant of property where a violation is occurring.

(Ord. 483, passed 6-6-2000) Penalty, see § 156.99

§ 156.67 BOARD OF ADJUSTMENT.

(A) *Establishment.* There is hereby created a Board of Adjustment which shall be organized, appointed, and function as follows.

(B) *Organization.*

(1) The Board of Adjustment shall consist of ~~5-five~~ members who are residents of the city, each to be appointed by resolution of the City Council for a ~~2-two~~-year term and removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause, in the same manner as the original appointment was made. The City Council may provide for the appointment of ~~2-two~~ alternate members of the Board who shall serve in the absence of ~~1-one~~ or more of the regular members when requested to do so by the Mayor or City Secretary, as the case may be. All cases to be heard by the Board of Adjustment will always be heard by a minimum number of ~~4-four~~ members. The alternate members, when appointed, shall serve for a ~~2-two~~-year term, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

(2) The person acting as Ordinance Administrator for the city shall be an ex-officio member of the Board of Adjustment without power of vote, and as an ex-officio member of the Board shall set up and maintain a separate file for each application for appeal and variance received and shall record therein the names and addresses of all persons, firms, and corporations to whom notices are mailed, including the date of mailings and the person by whom the notices were delivered to the mailing clerk, post office, or mail box, and further keep a record of all notices published as required herein. All records and files herein provided for shall be permanent and official files and records of the city.

(3) The Board shall forthwith notify in writing the City Council, the Commission, and the City Building Inspector of each decision, interpretation, and variance granted under the provisions of this chapter.

(4) The terms of the Zoning Board of Adjustment members and alternates shall commence December 1 of the ~~2~~two-year term, and shall expire on November 30.

(C) *Operational procedure.*

(1) The Board of Adjustment shall adopt rules to govern its proceedings; provided, however, that the rules are not inconsistent with this chapter or state law. Meetings of the Board shall be held at the call of the chairperson and at other times as the Board may determine. The chairperson, or in his or her absence, the acting chairperson, may administer oath and compel the attendance of witnesses.

(2) All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(3) Appeals to the Board may be made in writing by any person aggrieved or by any municipal officer, department, or board affected by any decision of the designated Administrator. The appeal shall be filed with the Board by the Administrator within 15 days after the original decision rendered by the Administrator. The appeal shall be accompanied by all papers constituting the record pertaining to that appeal. Formal notice of the appeal shall be issued by the Administrator, this notice to specify the grounds upon which the appeal is made.

(4) Appeal shall stay all proceedings in furtherance of the action appealed from unless the ~~officer-Administrator~~ from whom the appeal is taken certified to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property. In these cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a court of record on application, on notice to the ~~officer-Administrator~~ from whom the appeal is taken, and on due cause shown.

(5) Upon notice of appeal being given to the Administrator and before the appeal shall be construed as having been perfected, the applicant must file with the notice of appeal to the Board an amount of money estimated by Administrator to be sufficient to mail and publish all notices required herein, that amount in no case to be less than \$25.

(6) No appeal to the Board for the same or related variance on the same piece of property shall be allowed prior to the expiration of ~~6-six~~ months from the previous ruling by the Board on any appeal to that body unless other property in the immediate vicinity has, within that ~~6-six-~~month period, been changed or acted on by the Board or City Council so as to alter the facts and conditions on which the previous Board action was based. Such a change of circumstances shall permit the rehearing of an appeal by the Board prior to the expiration of the ~~6six-~~month period, but those conditions shall in no ~~wise-way~~ have any force in law to compel the Board, after a hearing, to grant a subsequent appeal. The subsequent appeal shall be considered entirely on its merits and the peculiar and specific conditions related to the property on which the appeal is brought.

(7) At a public hearing relative to any appeal, any interested party may appear in person or by agent or by attorney. The burden of proof shall be on the applicant to establish the necessary facts to warrant favorable action of the Board on any appeal. Any variance granted or authorized by the Board under the provisions of this chapter shall authorize the issuance of a building permit or a certificate of occupancy, as the case may be, for a period of 180 days from the date of the favorable action of the Board, unless the Board shall have in its action approved a longer period of time and has so shown that specific longer period of time in the minutes of its action. If the

building permit or certificate of occupancy shall not have been applied for within the 180-day period or extended period as the Board may have specifically granted, then the variance shall be deemed to have been waived and all rights thereunder terminated. This termination and waiver shall be without prejudice to a subsequent appeal, and the subsequent appeal shall be subject to the same regulations and requirements for hearing as herein specified for the original appeal.

(D) *Actions of the Board.*

(1) In exercising its powers, the Board of Adjustment may, on conformity with the provisions of the statutes of this state as existing or hereafter amended, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and make such an order, requirement, decision, or determination as ought to be made, and shall have all the powers of the ~~officer-Administrator~~ from whom the appeal is taken. The Board shall have the power to impose reasonable conditions to be complied with by the applicant.

(2) The concurring vote of 4-four members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variance in this chapter.

~~(3) Any person or persons, jointly or severally aggrieved by any decision of the Board, or any taxpayer or any officer, department, or board of the municipality, may present to a court of record (district court) a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of illegality. The petition shall be presented to the court within 10 days after the filing of the decision in the office of the Board and not thereafter.~~

(E) *Notice of hearing before the Board required.* The Board of Adjustment shall hold a public hearing on all appeals made to it, and written notice of the public hearing shall be sent to the applicant and all other persons who are owners of real property lying within 200 feet of the property on which the appeal is made. This notice shall be given not less than 10 days nor more than 30 days before the date set for the hearing to all above-mentioned owners who have rendered their property for city taxes as the ownership appears on the last city tax roll. The notice may be served by depositing the same, properly addressed and postage paid, in the U.S. post office. Notice shall be given by publishing the same in official publication of the city at least 10 days and not more than 30 days prior to the date set for the hearing, which shall state the time and place of the hearing.

(F) *Authority of the Board.*

(1) A variance is an authorization by the Board of Adjustment granting relief and doing substantial justice in the use of the applicant's property by a property owner where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship.

(2) When, in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially or permanently injured, the Board may, in specific cases, after public notice and public hearing, and subject to appropriate conditions and safeguards, authorize the following variances to the regulations herein established and take action relative to the continuance or discontinuance of a nonconforming use.

(3) (a) A variance may be granted an applicant when the Board finds:

1. There are special circumstances or conditions applying to the land or building for which the variance is sought, which circumstances or conditions are peculiar to that land or building and do not apply generally to lands or buildings in the same district or neighborhood,

and that those circumstances or conditions are such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land or building;

2. The granting of the variance will not be detrimental to the public welfare or injurious to the property or improvements in the zone or neighborhood in which the property is located;

3. The granting of the variance is necessary for the reasonable use of the land or building, and the variance as granted by the Board is the minimum variance that will accomplish this purpose; and

4. The literal enforcement and strict application of the provisions of this chapter will result in an unnecessary hardship inconsistent with the general provisions and intent of this chapter, and in granting the variance the spirit of the chapter will be preserved and substantial justice done.

(b) The Board may, after public notice and hearing and subject to the conditions and safeguards herein contained, vary or adapt the strict application of any of the terms of this chapter under the power and authority herein granted.

(c) In granting any variance under the provisions of this chapter, the Board may designate conditions in connection therewith which, in its opinion, will secure substantially the purpose and intent of this chapter.

(4) The Board may:

(a) Hear and decide appeals where it is alleged there is error on any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this chapter;

(b) Interpret the intent of the Zoning Map where uncertainty exists because the physical features on the ground vary from those on the Zoning Map and none of the rules set forth herein apply;

(c) Initiate on its motion, or cause to be presented by interested property owners, action to bring about the discontinuance of a nonconforming structure or use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this chapter;

(d) Permit the change of occupancy from ~~1-one~~ nonconforming use to another nonconforming use when the extent of the second nonconforming use is found to be less detrimental to the environment than the first;

(e) Permit the enlargement of a nonconforming use only when the enlargement will not prolong the life of the nonconforming use. A specific period of time for the return to conformity can be required;

(f) Permit the reconstruction of a nonconforming structure or building on the lot or tract occupied by that building; provided the reconstruction does not, in the judgment of the Board, prevent the return of the property to a conforming use or increase the nonconformity of a nonconforming structure;

(g) Require the vacation and demolition of a nonconforming structure which is deemed to be obsolete, dilapidated, or substandard; and

(h) Permit variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum setback standards, off-street parking, or off-street loading regulations where the literal enforcement of the provisions of this chapter would result in an unnecessary hardship, and where the variance is necessary to permit a specific parcel of land which differs from other parcels of land in the same district by being of such a restricted area, shape, or slope that it cannot be developed in a manner commensurate with the development permitted upon other parcels of land

in the same district. A modification of the standard established by this chapter shall not be granted to relieve a self-created or personal hardship, nor for financial reason only, nor shall a modification be granted to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land in the district.

(G) *Appeals from the Board.* Any person or persons, or any board, taxpayer, department, board, or bureau of the city aggrieved by any decision of the Board of Adjustment, may seek review by a court of record of that decision, in the manner provided by the laws of this state. (Ord. 483, passed 6-6-2000; Am. Ord. 604, passed 10-10-2006; Am. Ord. 709, passed 2-4-2014) Penalty, see § [156.99](#)

§ 156.68 APPEALS; BOARD AND COUNCIL RESPONSIBILITIES.

(A) It is the intent of this chapter that all questions of interpretation and enforcement shall be first presented to the Ordinance Administrator in writing and that these questions shall be presented to the Board only on appeal from the decision of Ordinance Administrator, and that recourse from the decisions of the Board shall be to the courts as provided by law.

(B) It is further the intent of this chapter that the duties of the City Council in connection with this chapter shall not include hearing and deciding questions of interpretation that may arise. The procedure for deciding those questions are stated herein.

(C) Under this chapter, the City Council shall have only the following duties:

- (1) Considering and adopting or rejecting proposed amendments or the repeal of this chapter, as provided by law;
- (2) Establishing a schedule of fees and charges as stated in § [156.69](#) below;
- (3) Appointing members of a Board and designating an Ordinance Administrator; and
- (4) Hearing appeals on and approving or rejecting special use permits.

(Ord. 483, passed 6-6-2000)

§ 156.69 FEES, CHARGES, AND EXPENSES; ESTABLISHMENT.

(A) The City Council shall establish from time to time by resolution or ordinance a schedule of fees, charges, and expenses and a collection procedure for building permits, certificates of compliance, appeals, and other such matters pertaining to this chapter. The schedule of fees shall be posted in the office of the Ordinance Administrator and may be altered or amended only by the City Council.

(B) Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

(Ord. 483, passed 6-6-2000)

§ 156.70 AMENDMENT.

(A) The regulations, restrictions, and boundaries set forth in this chapter may from time to time be amended, supplemented, changed, modified, or repealed upon initiation by the Commission, the City Council, or by a petition of a property owner or owners or their authorized agents, submitted to the City Administrator; provided however, that no such action may be taken until:

(1) The question has been referred to the Commission for consideration and public hearing on the question and its recommendation received; and

(2) A public hearing has been held in relation thereto, before the City Council, at which parties in interest and citizens shall have an opportunity to be heard.

(B) At least 10 days but not more than 30 days prior to the hearings, notice of the time and place of these hearings and description of the proposed change shall be published in a newspaper of general circulation in the city [and on the City website](#).

(C) When a proposed amendment affects the zoning classification or redistricting of property, the Commission shall give written notice to property owners within a distance of at least 200 feet from the boundaries of the subject property, at least 10 days prior to the hearing date. In case of a written protest against the change, signed by the owners of 20% or more either of the area of the lots or land included in the proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom, then the amendments shall not become effective except by the favorable vote of at least 3/4 of all members of the City Council.

(D) The same procedure for notifying property owners as provided in division (C) above shall be followed by the City Council for hearings on proposed amendments that affect the zoning classification, redistricting petitions, and for special use permit applications, except that the City Council may notify all property owners of record within the city, as shown on the current tax roll, by letter at least 10 days before the hearing.

(E) If a petition for redistricting is denied either by the Commission or by the City Council, another petition for reclassification of the same property or any portion thereof shall not be filed within a period of ~~1~~one year from the date of final denial, except with permission of the Commission or upon initiation by the Commission or City Council.

(Ord. 483, passed 6-6-2000)

§ 156.71 PLANNING AND ZONING COMMISSION MEETINGS.

All meetings of the Commission shall be open to the public. The Commission shall keep the minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.

(Ord. 483, passed 6-6-2000)

Cross-reference:

Planning and Zoning Commission, see § [150.02](#)

§ 156.99 PENALTY.

(A) Any person who shall violate any provision of this chapter for which no other penalty is provided shall, upon conviction thereof, be subject to penalties as provided in § [10.99](#) of this code.

(B) (1) Any person, firm, or corporation who violates or fails to comply with the requirements of this chapter or who builds or alters any building in violation of any plan or statement submitted and approved hereunder, shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$2,000 for each offense. Each day the violation shall be permitted to exist shall constitute a separate offense.

(2) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. 483, passed 6-6-2000; Ord. 508, passed 7-10-2001; Am. Ord. 562, passed 2-8-2005; Am. Ord. 737, passed 7-20-2016)

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Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	Finance/HR Director Savage
Estimated Cost:	Date Prepared:	July 24, 2022
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Collin County's Notice of Public Hearing 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-708 SETTING A PROPOSED TAX RATE, AND APPROVING A DATE, TIME, AND A LOCATION FOR ONE PUBLIC HEARING ON THE PROPOSED FY 2022-2023 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2022-2023 BUDGET AND APPROVAL OF A TAX RATE.

SUMMARY

If the proposed tax rate exceeds the No-New Revenue or Voter-Approval Tax Rate (whichever is lower) a record vote is required, and a Public Hearing on the Tax Rate must be scheduled.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

RESOLUTION 2022-708

(2022 Preliminary Tax Rate and Public Hearing Schedule)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, SETTING A PROPOSED TAX RATE; AND APPROVING A DATE, TIME, AND A LOCATION FOR ONE PUBLIC HEARING ON THE PROPOSED FY 2022-2023 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2022-2023 BUDGET AND APPROVAL OF A TAX RATE.

WHEREAS, the City of Parker is required to set a proposed ad valorem tax rate for 2022 and schedule one public hearing on the proposed budget and tax rate;

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

SECTION 1. The City Council will hold a Public Hearing at 7:00 p.m. at Parker City Hall Council Chambers, 5700 E. Parker Road on August 16, 2022.

SECTION 2. The proposed ad valorem tax rate is \$0.333109 per hundred dollars valuation, to provide funding for the proposed budget for 2022-2023.

SECTION 3. The City Council will take action on the proposed budget and tax rate August 22, 2022, at 7:00 p.m. at 5700 E. Parker Road.

SECTION 4. This Resolution shall become effective upon its passage.

APPROVED BY THE CITY OF PARKER, COLLIN COUNTY, TEXAS, THIS 2nd DAY OF AUGUST, 2022.

APPROVED:

Lee Pettie, Mayor

ATTESTED:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Larence M. Lansford, III, City Attorney

INFORMATION NEEDED FOR THE PUBLICATION OF THE NOTICE OF PUBLIC HEARING

The "Notice of Public Hearing" must be published at least five days prior to the hearing or meeting to vote.

Proposed Tax Rate:	M&O:	0.304957
	I&S:	0.028152
TOTAL TAX RATE:		0.333109

PUBLIC HEARING WITH VOTE ON TAX RATE:

Date: _____	Place: _____
Time: _____	Address: _____

OR

PUBLIC HEARING WITH SEPARATE MEETING TO VOTE:

Date: August 16, 2022	Place: Parker City Hall
Time: 7:00 PM	Address: 5700 E. Parker Rd
	Parker, TX 75002

If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate. Texas Property Tax Code, Section 26.06 (d)

Meeting to vote must be held **no later than the seventh day after the date of the public hearing.**

MEETING TO VOTE:

Date: August 22, 2022	Place: Parker City Hall
Time: 7:00 PM	Address: 5700 E. Parker Rd
	Parker, TX 75002

*When scheduling the Public Hearing and meeting to vote, please keep in mind that the Tax Office must receive a copy of the Ordinance adopting the 2021 tax rate no later than **Noon on September 21, 2022.***

Please complete the information on the "Governing Body Vote" tab along with the "Notice of Public Hearing" tab.

The Notice of Public Hearing must be posted on the homepage of the entity's website 7 days prior to the Public Hearing until the tax rate is adopted.

Submission of this document confirms acknowledgement that the Tax Rate Calculation Worksheet is approved to be uploaded to the Transparency Website at www.collintaxes.org.

It is the responsibility of the Taxing Unit to log into the Transparency Website to review and respond to the Tax Authority Feedback.

Tax Code 26.05(d): The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate.

Tax Code 26.05(d-1): The governing body of a taxing unit other than a school district may not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser of each appraiser of each appraisal district in which the taxing unit participates has:

- (1) delivered the notice required by Section 26.04 (e-2); and
- (2) complied with Section 26.17 (f).

Tax Code 26.06(a): A Public Hearing required by section 26.05 may not be held before the fifth day after the date the notice of the public hearing is given. The hearing must be on a weekday that is not a public holiday.

Tax Code 26.06(c): If the taxing unit publishes the notice in a newspaper, the taxing unit must also post the notice prominently on the home page of the Internet website of the taxing unit from the date the notice is first published until the public hearing is concluded.

Tax Code 26.06(d): The governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time and place of the meeting at which it will vote on the proposed tax rate.

Tax Code 26.06(e): A meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing.

Tax Code 26.065(b): The taxing unit shall post notice of the public hearing prominently on the home page of the Internet website of the taxing unit continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate.

Please refer to **Tax Code 26.17** for the Database of Property-Tax-Related Information posting requirements for the Collin County Transparency website. To access the Collin County Transparency website please visit www.collintaxes.org

Please refer to **Tax Code 26.18** for new posting requirements of tax rate and budget information on the Taxing Unit's website.



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 for Public Works Director Machado
Estimated Cost:	Date Prepared: July 24, 2022
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Mowing Contract 3. Annual Mowing Contract 2022-2023 – Backup Info 4. Annual Mowing Contract 2021 – Res. No. 2021-671

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-709 AWARDING THE 2022 ANNUAL MOWING CONTRACT.

SUMMARY

The Annual Mowing Contract 2022 was advertised in the Dallas Morning News on Thursday, July 7, 2022, and Thursday, July 14, 2022. The bids were opened, reviewed, evaluated at 11:00 a.m., Tuesday, July 26, 2026.

Please review the information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	07/28/2022
Interim City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

RESOLUTION NO. 2022-709
(2022-2023 Annual Mowing Contract)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDED THE BID FOR THE CITY OF PARKER'S 2022-2023 ANNUAL MOWING CONTRACT.

WHEREAS, the City of Parker 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 citizens of the City of Parker to accept a bid from Yellowstone Landscape for the City of Parker's annual mowing contract; and

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

SECTION 1. The bid of Yellowstone Landscape is approved and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute a Contract with Yellowstone Landscape, and all other necessary documents in connection therewith on behalf of the City of Parker.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 2nd day of August, 2022, effective this date.

APPROVED:
CITY OF PARKER

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Larence M. Lansford, III, City Attorney

CITY OF PARKER ANNUAL MOWING CONTRACT

This Agreement is made by and between the City of Parker, Texas, a type A general law city, hereinafter referred to as "City", and Yellow Landscape referred to as the "Contractor," for the sale of services specified hereinafter, and the City and Contractor hereby agree as follows:

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

Median Maintenance

1. Mowing, weed eating, edging center median weekly from mid-February to mid-November;
2. Trash, debris pick up as needed;
3. Winter cleanup of leaves and debris once a month at the beginning of the months of November, December, January, and February.

Shrub and Flowerbed Maintenance at City Hall and City Entry Monuments

1. Shrub trimming at the beginning of the months of March, May, July and September;
2. Pull weeds twice a month at the beginning and middle of the months from March thru November;
3. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument.

Tree Maintenance

1. Trim and prune all trees in the medians at all locations at the beginning of November (all trees to be trimmed to maintained of 15ft high clearance within 5ft of road edge) (Pruning of the entire tree shall be for optimum growth)

Location of Project

Medians

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

Shrubs and Flower Bed

5. City Hall
6. Parker Road West Entry
7. Betsy Road/Dublin West Entry
8. McCreary/McWhorter South Entry

This Contract is for a specific duration wherein the Contractor will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by City.

DURATION: From October 1, 2022 to September 30, 2023

The contract shall automatically renew each year on the month and day of the effective date ("renewal date"), unless notice of termination is given by either party to the other party sixty (60) days prior to the end of the contract term. This contract may only be automatically renewed for an additional two (2) one-year periods, subject to the terms herein, without City Council approval. Unit prices for work for each renewal will be adjusted in accordance with the annual Consumer Price Index (CPI) rate as determined by the U.S. Bureau of Labor Statistics (BLS).

PAYMENT TERMS

Contractor shall submit itemized monthly invoices detailing Services provided, delivered to the City of Parker, 5700 E Parker Road, Parker, TX 75002 or emailed to gsavage@parkertexas.us. Payment shall not be due until the above instruments are submitted, until the Services have been received by City, and until City has had sufficient opportunity to inspect and exercise its right to accept or reject. Contractor shall keep City advised of any changes in their remittance addressees. In no event shall City be responsible for interest of any kind on any funds due to Contractor, and no term or provision contained in any Contractor's invoice shall in any way modify, vary, or alter the provisions hereof.

City's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Contractor as such.
2. **PRICE:** City shall pay to Contractor for services rendered and invoiced and delivered under the payment terms described herein. Payment shall be based on the Schedule of Values established in the bid schedule.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. **SAFETY WARRANTY:** Contractor warrants the product sold to the City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event that Contractor fails to make the appropriate correction within a reasonable time, any correction made by City will be at Contractor's expense.
4. **CANCELLATION:** City shall have the right to cancel immediately for default on all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or the Contractor becomes insolvent or

commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which City may have at law or equity. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience with 30 days' notice to Contractor. The City shall give notice of such termination to the

Contractor specifying when termination becomes effective. City will, in the event of termination, remit such sums to Contractor as may be due only for those services actually performed to the satisfaction of City.

5. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, restraints of government and people, civil disturbances, explosions, or other causes not reasonably within control of the party claiming such inability.

6. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the City. An attempted assignment or delegation of Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
8. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
10. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
11. **ADVERTISING:** Contractor shall not advertise or publish, without City's prior written consent, the fact that City has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
12. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no

assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

13. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Administrator or the City Council.
14. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the City and Contractor with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations, and negotiations, if any, between the City and Contractor not expressly made a part hereof.
15. **INDEMNITY AND DISCLAIMER:** CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF PARKER AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.
16. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Collin County, Texas.
17. **SUCCESSORS AND ASSIGNS:** The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements

and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

19. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 2nd day of August 2022.

YELLOWSTONE LANDSCAPE

Printed Name:

CITY OF PARKER:

By: _____
Lee Pettie, Mayor

ATTEST:

By: _____
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Larence M. Lansford, III, City Attorney

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.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.

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

July 27, 2022

Mr. Gary Machado
Director of Public Works
City of Parker
5700 E. Parker Road
Parker, Texas 75002

Re: Annual Mowing Contract
2022-2023

Dear Mr. Machado:

We have checked the bids received at 11:00 a.m., Tuesday, July 26, 2022, for the City's Annual Mowing Contract 2022 -2023. Two contractors submitted bids on this project, and we are enclosing one (1) copy of the Bid Summary and itemized Bid Tabulation for the City's reference and files.

Yellowstone Landscape of Dallas, Texas submitted the lowest bid in the amount of \$61,021.00. This is the same contractor that the city awarded the 2021-2022 annual contract to. The amount bid is 10.87% higher than last year. Annual inflation is running approximately 9.1 percent May 2021 to May 2022.

If the city is satisfied with the performance of this contractor during the past year, we recommend the city accept the bid from Yellowstone Landscape and award them the annual mowing contract in the amount of \$61,021.00.

We are available at our recommendations further at your convenience.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

**City of Parker
Annual Mowing Contract 2022**

BID SUMMARY

Bids Received at 11:00 A.M., Tuesday, July 26, 2022

<u>Contractor</u>	<u>Total Amount Bid</u>
1. Yellowstone Landscape 1839 Ryan Road Dallas, Texas 75220 Bruce McDonald 214-634-0806 bmcdonald@yellowstonelandscape.com	\$ <u>61,021.00</u>
2. Brightview Landscape Services, Inc. P.O. Box 31001-2463 Pasadena, CA 91110-2463 Joel Hundermark 469-479-3750 joel.hundermark1@brightview.com	\$ <u>71,485.00</u>

TABULATION OF BIDS

Date: July 26, 2022

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Project City of Parker
Annual Mowing Contract 2022

TABULATION OF BIDS				Date: July 26, 2022			
Project City of Parker		BIRKHOFF, HENDRICKS & CARTER, L.L.P.		Yellowstone Landscape		BID OF	
Annual Mowing Contract 2022		PROFESSIONAL ENGINEERS		1839 Ryan Road		Brightview Landscape Services, Inc.	
		Dallas, Texas		Dallas, Texas 75220		P.O. Box 31001-2463	
				Bruce McDonald		Pasadena, CA 91110-2463	
				214-634-0806		Joel Hundermark	
				bmcdonald@yellowstonelandscape.com		469-479-3750	
				joel.hundermark1@brightview.com			
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension
1	40	Weeks	For Mowing, Weed Eating and Edging Center Medians, Including Trash Pickup as needed Mid-February through Mid-November	\$1,400.00	\$ 56,000.00	\$1,170.00	\$ 46,800.00
2	3	Month	Winter Cleanup of Leaves and Debris once a month in November, December and January	\$110.00	\$ 330.00	\$1,479.00	\$ 4,437.00
3	4	Month	Trimming of Shrubs once a month during First Week of March, May, July and September	\$34.00	\$ 136.00	\$160.00	\$ 640.00
4	9	Month	Pulling of Weeds in Flower Beds two times a month (1st and 3rd weeks) during March through November	\$26.00	\$ 234.00	\$444.00	\$ 3,996.00
5	2	L.S.	City Hall Monument Flower Planting in March (1st week) and in October (1st week)	\$410.00	\$ 820.00	\$469.00	\$ 938.00
6	1	L.S.	Trim and Prune Trees in Medians in beginning of November	\$3,501.00	\$ 3,501.00	\$14,674.00	\$ 14,674.00
	TOTAL			\$	\$ 61,021.00	\$	\$ 71,485.00

RESOLUTION NO. 2021-671
(2021-2022 Annual Mowing Contract)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDING THE BID FOR THE CITY OF PARKER'S 2021-2022 ANNUAL MOWING CONTRACT.

WHEREAS, the City of Parker 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 citizens of the City of Parker to accept a bid from Yellowstone Landscape for the City of Parker's annual mowing contract; and

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

SECTION 1. The bid of Yellowstone Landscape is approved, and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute a Contract with Yellowstone Landscape, and all other necessary documents in connection therewith on behalf of the City of Parker.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 20th day of July, 2021, effective this date.



APPROVED:
CITY OF PARKER

Lee Pettie
Lee Pettie, Mayor

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott D. Levine
Scott D. Levine, Interim City Attorney

**City of Parker
Annual Mowing Contract 2022**

BID TABULATION
Bids Received Until 10:00 A.M., Tuesday, July 6, 2021

	<u>Registered Contractor Holding Plans</u>	<u>Total Amount Bid</u>	<u>Bid Bond</u>
1	Bright view	\$ 71,460.00	
2	Hunter landscape	\$ 72,000.00	
3	yellowstone landscape	\$ 55,839.38	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	
9		\$	
10		\$	
11		\$	
12		\$	
13		\$	
14		\$	
15		\$	
16		\$	
17		\$	
18		\$	
19		\$	
20		\$	



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

ANNUAL MOWING CONTRACT

Not yet submitted



Gary Machado

City of Parker

City of Parker Annual Mowing Contract 2022

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	40	Week	For Mowing, Weed Eating and Edging Center Medians, Including Trash Pickup as needed Mid-February through Mid-November complete in place, the sum of <u>One thousand two hundred</u> <u>Seventy seven</u> Dollars and <u>fourteen</u> Cents per Week	1277.14	51,085.68
2	3	Month	Winter Cleanup of Leaves and Debris once a month in November, December and January complete in place, the sum of <u>Eight seven</u> Dollars and <u>eighty two</u> Cents per Month	87.52	262.56
3	4	Month	Trimming of Shrubs once a month during First Week of March, May, July and September complete in place, the sum of <u>Twenty seven</u> Dollars and <u>thirteen</u> Cents per Month	27.13	108.52
4	9	Month	Pulling of Weeds in Flower Beds two times a month (1st and 3rd weeks) during March through November complete in place, the sum of <u>fourteen</u> Dollars and <u>No</u> Cents per Month	14.00	126.00
5	2	L.S.	City Hall Monument Flower Planting in March (1st week) and in October (1st week) complete in place, the sum of <u>Three hundred</u> <u>twenty eight</u> Dollars and <u>No</u> Cents per Lump Sum	328.00	656.00
6	1	L.S.	Trim and Prune Trees in Medians in beginning of November complete in place, the sum of <u>Two thousand eight</u> <u>hundred</u> Dollars and <u>seventy</u> Cents per Lump Sum	2800.70	2800.70
TOTAL AMOUNT BID (Items 1 Through 6)					55,039.38

Gary Machado

City of Parker
5700 E Parker Rd
Parker, Texas 75002

Re: Landscape Maintenance Services Proposal for **City of Parker**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Annual Mowing Contract**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section documents the current condition of your landscape, identifying issues we've observed and areas where we see opportunities for improvement.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.



Sincerely,
Bruce McDonald,
Yellowstone Landscape

bmcdonald@yellowstonelandscape.com



A handwritten signature in black ink, appearing to read 'Bruce McDonald'.

Bruce McDonald
Yellowstone Landscape

PROJECT 6/30/21, 12:59 PM

Wednesday, June 30, 2021

13 Issues Identified



ISSUE 1

Trash not picked up before mowing. Was asking not picked up after mowing over it.

All trash will be picked up before mowing, if trash is mowed over crew will pick up after mowing.



ISSUE 2

Beds need to be weeded, vines removed, and mulched.

Treating the weeds and manually pulling will take place first service. Quote for mulch, to help prevent weed growth, and a quote to remove and replace dead plant material will be presented to the City representative.



ISSUE 3

Example of vines and dead plant material in beds.



ISSUE 4

Another area trash was mowed over and not removed.



ISSUE 5

Medians have dead crape myrtles and damaged trees. Quote will be presented to City representative to flush cut trees/crape myrtles or to be replaced.



ISSUE 6

Vitex trees are over grown with suckers.

Could become sight line hazard for vehicles.

Would cut back suckers and maintain during visits.



ISSUE 7

Irrigation is not part of the contract, but would recommend resetting valve boxes to prevent being damaged by the mowers.



ISSUE 8

Another example of weeds, vines and dead plant material in beds.



ISSUE 9

Another example of bed with weeds and dead plant material.



ISSUE 10

More trash mowed over and not removed.



ISSUE 11

Color beds by City Hall also has weeds and vines growing through the plant material.

Vines would have to be removed not just trimmed with shrubs to prevent them from coming back.



ISSUE 13

Example of vines grow thing through shrubs.



ISSUE 14

Valve box in front of City Hall, needs to be reset and lid replaced to prevent a safety hazard.

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days of service, as a way for you to measure our team's performance.**

FIRST 30 DAYS

- ☐ Meet with Property Manager to review 30 – 60 – 90 Day Plan
- ☐ Discuss with Property Manager our “Approach to Services” and “Service Map”
- ☐ Complete an irrigation audit of the entire system
- ☐ Begin maintenance – mowing, blowing and edging
- ☐ Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- ☐ Continue weed control in planting beds
- ☐ Begin bed separation trimming in all planting beds
- ☐ Discuss removing severely declining plant material
- ☐ Prepare proposals for replacing missing and dead shrub material throughout property
- ☐ Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Evaluate our "Approach to Services" and make any necessary adjustments
- ☐ Continue routine maintenance – mowing, blowing and edging
- ☐ Continue bed separation in all planting beds
- ☐ Discuss options to improve "curb appeal" in high profile areas



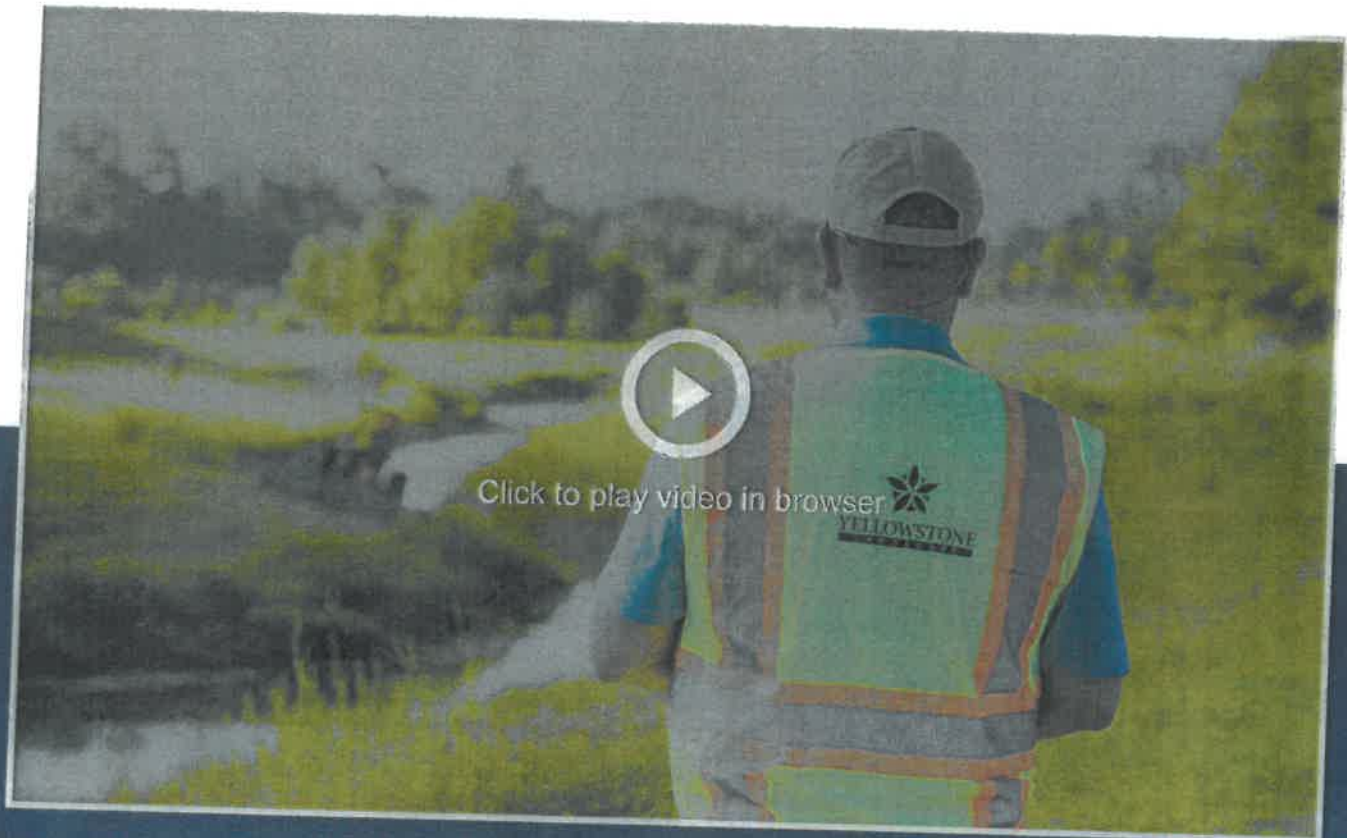
DAYS 60-90

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Continue routine maintenance – mowing, blowing and edging



ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community

Proud to Serve Dallas & Fort Worth



YELLOWSTONE
LANDSCAPE



Excellence in Commercial Landscaping for Properties Across Dallas-Fort Worth

Yellowstone Landscape is proud to serve North Texas' commercial landscaping needs from our two branch locations. With more than 200 local employees, we're one of the largest and most awarded commercial landscape service firms in the Dallas-Fort Worth area.

We offer landscape design, landscape installation, tree care, and landscape maintenance services to some of the

most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers in Dallas and Fort Worth.

Our service teams are ready to provide you with Texas's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Dallas Offices
1839 Ryan Road
Dallas, TX 75220
214.634.0806

Fort Worth Offices
3009 Sandy Lane
Fort Worth, TX 76112
214.212.1236

LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

ADDITIONAL DETAILS

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.



LANDSCAPE PERSONNEL

- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



PROJECT NAME:

Medians, ROW High Visibility Areas

CLIENT CONTACT:

Jack McLain
Park Superintendent

SERVICES PROVIDED:

Turf Mowing, debris removal and beds maintenance

City of Mesquite
1515 N Galloway
Mesquite, Texas 75149

P: 972-216-6912

E:
jmcclain@cityofmesquite.com



PROJECT NAME:

Medians, ROW, Bed Maintenance

CLIENT CONTACT:

Jason Brown
Director the Link

SERVICES PROVIDED:

Mow turf, debris removal, bed maintenance, irrigation repairs

City of Richland Hills
6750 Baker Blvd
Richland Hills, Texas
76118

P: 817-616-3775

E:
jbrown@richlandhills.com



PROJECT NAME: Medians, ROW Parks and Facility Mow

SERVICES PROVIDED: Mow turf, debris removal, bed maintenance,

CLIENT CONTACT:

Randy Newsom
Park Superintendent

City of Saginaw
333 W McLeroy Blvd
Saginaw, Texas 76179

P: 817-230-0448

E:
rnewsom@ci.saginaw.tx.us

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:



YELLOWSTONE
LANDSCAPE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TURF MAINTENANCE													
Warm Season Grass Program													
Mow, Edge, Trim, Blow/Clean-up:		2	4	4	5	4	5	4	4	4	2		38
Other													
Winter Clean Up:	1	1									1	1	4
SHRUB MAINTENANCE													
Manual Weeding & Bed Detail			2	2	2	2	2	2	2	2	2		18
Prune Low Shrubs:			1		1		1		1				4
TREE MAINTENANCE													
Crape Myrtles													
Pruning:													
Other Trees											1		1
Pruning:											1		1
SEASONAL FLOWERS													
Spring													
Bed Preparation:					1								1
Planting:					1								1
Fall													
Bed Preparation:													
Planting:									1				1
									1				1



Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

CITY OF PARKER ANNUAL MOWING CONTRACT

This Agreement is made by and between the City of Parker, Texas, a type A general law city, hereinafter referred to as "City", and _____ referred to as the "Contractor," for the sale of services specified hereinafter, and the City and Contractor hereby agree as follows:

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

Median Maintenance

1. Mowing, weed eating, edging center median weekly from mid-February to mid-November;
2. Trash, debris pick up as needed;
3. Winter cleanup of leaves and debris once a month at the beginning of the months of November, December, January and February.

Shrub and Flowerbed Maintenance at City Hall and City Entry Monuments

1. Shrub trimming at the beginning of the months of March, May, July and September;
2. Pull weeds twice a month at the beginning and middle of the months from March thru November;
3. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument.

Tree Maintenance

1. Trim and prune all trees in the medians at all locations at the beginning of November (all trees to be trimmed to maintained of 15ft high clearance within 5ft of road edge) (Pruning of the entire tree shall be for optimum growth)

Location of Project f

Medians

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

Shrubs and Flower Bed

5. City Hall
6. Parker Road West Entry
7. Betsy Road/Dublin West Entry
8. McCreary/McWhorter South Entry

This Contract is for a specific duration wherein the Contractor will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by City.

DURATION: From October 1, 2021 to September 30, 2022

PAYMENT TERMS

Contractor shall submit itemized monthly invoices detailing Services provided, delivered to the City of Parker, 5700 E Parker Road, Parker, TX 75002 or emailed to

gsavage@parkertexas.us. Payment shall not be due until the above instruments are submitted, until the Services have been received by City, and until City has had sufficient opportunity to inspect and exercise its right to accept or reject. Contractor shall keep City advised of any changes in their remittance addressees. In no event shall City be responsible for interest of any kind on any funds due to Contractor, and no term or provision contained in any Contractor's invoice shall in any way modify, vary or alter the provisions hereof.

City's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Contractor as such.

2. **PRICE:** City shall pay to Contractor for services rendered and invoiced and delivered under the payment terms described herein. Payment shall be based on the Schedule of Values established in the bid schedule.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. **SAFETY WARRANTY:** Contractor warrants the product sold to the City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event that Contractor fails to make the appropriate correction within a reasonable time, any correction made by City will be at Contractor's expense.
4. **CANCELLATION:** City shall have the right to cancel immediately for default on all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which City may have at law or equity. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience with 30 days notice to Contractor. The City shall give notice of such termination to the Contractor specifying when termination becomes effective. City will, in

the event of termination, remit such sums to Contractor as may be due only for those services actually performed to the satisfaction of City.

5. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, restraints of government and people, civil disturbances, explosions, or other causes not reasonably within control of the party claiming such inability.
6. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the City. An attempted assignment or delegation of Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
8. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
10. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
11. **ADVERTISING:** Contractor shall not advertise or publish, without City's prior written consent, the fact that City has entered into this contract, except to the extent necessary

to comply with prior requests for information from an authorized representative of federal, state or local government.

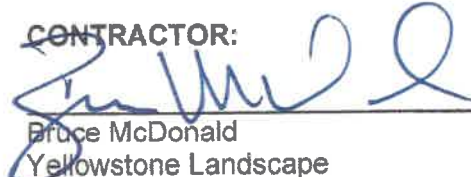
12. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
13. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Administrator or the City Council.
14. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the City and Contractor with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.
15. **INDEMNITY AND DISCLAIMER:** CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT

18. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

19. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 21st day of July, 2021.

CONTRACTOR:


 Bruce McDonald
 Yellowstone Landscape
 1839 Ryan Road
 Dallas, Texas 75220


CITY OF PARKER:

By: 
 Lee Pettie, Mayor

ATTEST:

By: 
 Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


 Brendon Shelly, City Attorney



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 for Public Works Director Machado
Estimated Cost:	Date Prepared: July 24, 2022
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Professional Engineering Services Agreement

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-710 APPROVING AN ENGINEERING SERVICES AGREEMENT FOR UTILITY RELOCATIONS ALONG F.M. 2551 FROM PARKER ROAD TO NORTH CITY LIMIT.

SUMMARY

Please review the information provided including City Engineer Birkhoff's contract for the design of the utility relocations along FM 2551 from Parker Road to North City limit.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	07/28/2022
Interim City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

RESOLUTION NO. 2022-710

*(Professional Engineering Services Agreement –
Utility Relocation along FM 2551 – Parker Road to North City Limits)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING THE TERMS AND CONDITIONS OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT OF THE CITY OF PARKER AND BIRKHOFF, HENDRICKS & CARTER FOR UTILITY RELOCATIONS ALONG FM 2551 FROM PARKER ROAD TO NORTH CITY LIMIT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Collin County is currently widening FM 2551; and

WHEREAS, the widening project requires the relocation of certain City of Parker water infrastructure; and

WHEREAS, the City of Parker entered into an interlocal agreement with Collin County for the funding of engineering services to design City of Parker utility relocations along FM 2551 from Parker Road to the northern city limit (the “ILA”); and

WHEREAS, the ILA contemplates that the City of Parker will contract with an engineering firm for the work to be done with Collin County contributing funds; and

WHEREAS, the City of Parker requested a proposed agreement from the firm of Birkhoff, Hendricks & Carter, LLP for the herein described project, which is attached as Exhibit A (the “Agreement”); and

WHEREAS, the City of Parker finds that the terms and conditions of the Agreement are in the public interest 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 recitals contained in the preamble of this resolution are incorporated into the body of this resolution as is set out fully herein.

SECTION 2. The terms and conditions of the Agreement are approved.

SECTION 3. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. That all provisions of 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 PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 2nd day of August, 2022.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Larence M. Lansford, III, City Attorney

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

The City desires to engage the services of the Engineer to complete engineering design, bidding services, construction administration services and provide surveying services for the ***Utility Relocations along F.M. 2551 from Parker Road to North City Limit***, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

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

II. Scope of Services

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information To Be Provided By The City

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

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

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

VIII. Contract Termination

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

IX. Engineer's Opinion of Cost

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

X. Construction

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

XI. Ownership of Documents

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

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

XII. Complete Contract

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

XIII. Mailing of Notices

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

Mr. Luke Olson
City Administrator
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002
Phone: (972) 442-4105
lolson@parkertexas.us

With Copy To: City Attorney Trey Lansford
City of Parker
5700 E. Parker Road
Parker, Texas 75002
Phone: (972) 442-6811
tlansford@parkertexas.us

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

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

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

XIV. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

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

XVI. Effective Date

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF PARKER, TEXAS

A Texas General Law City

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

Texas Board of Professional Engineers and Land Surveyor

Engineering Firm No. 526

Land Surveyors Firm No. 100318-00

By: _____

By: John W Birkhoff

Date: _____

Date: 3/8/2022

ATTEST

By: _____

EXHIBIT "A"

SCOPE OF SERVICES

F.M. 2551 Utility Relocations

I. DESIGN PHASE

- A. Determine Alignment for waterline relocations, crossings along FM 2551 from Parker Road to North City Limit to facilitate TxDOT Roadway Improvements and a new line along eastside of FM 2551 north of Curtiss to service and provide fire protection to those tracts on eastside of FM 2551.
- B. Prepare Plan of waterline and waterline crossings at scale not less than 1" = 40'.
- C. Design waterline profile along the route, to avoid conflicts with TxDOT Improvements based on TxDOT Preliminary design plans.
- D. Plot existing City Utility Plans provided by City from Record Drawings and pot holing.
- E. Plot Franchise Utility Locations identified by Dig TESS and utility provided relocation information.
- F. Revise Plans as information on utilities are identified.
- G. Prepare Cover Sheet, Location Map, General Notes and Sheet Index.
- H. Assist with preparation of Texas Department of Transportation Utility Permits.
- I. Coordinate with other Franchise Utility Companies as they allow.
- J. Formulate Opinion of Probable Construction Estimate.
- K. Preparation of Specifications and Contract Documents based on NCTCOG Standard Specifications.
- L. Submit Preliminary Plans at 60% and 90% to the City and at 60% to Utility Companies for review.

- M. Make revisions to Plan Set based on City and Utility Company comments.
- N. Finalize Standard Details
- O. Prepare TxDOT Roadway Phasing and Barricade Plan for contractor to utilize during construction.
- P. Prepare erosion control plan
- Q. Make Submittal to TxDOT for Utility Permit, after 90% plan comments are returned.
- R. Make revisions required by TxDOT based on their review of utility relocation plans and their roadway and drainage plans.
- S. Submit Final Plans to City to publicly advertise project.
- T. Relocations are at the following locations:
 - 1. 12" Relocation along Parker Road at proposed FM 2551 (4'x 3' box conflict)
 - 2. 8" Relocation - Ravensthorpe at TxDOT Station 205 + 00 (Two 24" Storm Sewer Pipes)
 - 3. 8" Relocation – Curtis at TxDOT Station 211 + 50 (24" and 30" Storm Sewer Pipes)
 - 4. 8" Relocation – Leena to TxDOT Station 221 + 00 (24" and 36" Storm Sewer Pipes)
 - 5. Abandon 6" Cambridge to Kara (in ROW)
 - 6. New waterline crossing south of Kara Lane approximate TxDOT Station 242 +50 and new water line crossing at Kara at TxDOT Station 245+10. (3' x 2' and 7' x 3' boxes)
 - 7. Fire hydrant and water service crossing east side of FM 2551, North of Curtis

II. **BIDDING PHASE**

- A. Assist the City staff in advertising for bids. This will include posting electric “Notice to Contractors” on Bid Sync. City will have Notice published in local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Provide bidding documents to City of Parker.
- D. Assist during opening of bids and provide bidding tally sheets.
- E. Provide bid tabulation to City and post on CivCast site in electronic format.
- F. Formulate opinion from information received from Contractor and provide the City a recommendation for award of a construction contract. Transmit recommendation letter in electronic format.
- G. After award of contract, furnish ten sets of prints of the final plans and specifications to the City for construction use by the City and Contractor.

III. **CONSTRUCTION PHASE**

- A. Attend a Pre-Construction Conference, including preparing an Agenda.
- B. Review shop drawings and other submittal information, which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Shop drawing review will be completed electronically between all parties.
- C. Provide written responses to requests for information or clarification to City or Contractor. Response will be sent electronically.
- D. Prepare and process routine change orders for this project as they pertain to the original scope of work. Change order and changed sheets will be transmitted electronically.

- E. Make periodic site visits during construction as the project requirements dictate. Six visits included. This includes coordination meetings between the City and Contractor to address problems.
- F. Review monthly pay request from information obtained in the field, prepare formal pay request with recommendation for payment to the City. Transmittal will be electronically sent.
- G. Accompany the City during their final inspection of the project. Prepare and provide Contractor City's punch list. Transmittal will be electronically sent.
- H. Prepare Record Drawings. Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of 11"x 17" reproducible record drawings on paper and one set of electronic image files in .TIFF or .PDF format.

IV. **ADDITIONAL SERVICES**

- A. Design Surveys – complete Topographic Surveys along new waterline routes, at crossings and terminations.
- B. Complete field surveys to locate and set iron pins at easements.
- C. Preparation of Plat and Field Note Descriptions for easements that will be required. Ten (10) easement descriptions are included for the purpose of establishing a budget for this phase of work. Documents will be sealed, signed and dated by Public Land Surveyor Registered in the State of Texas. Acquisition is not included.
- D. Printing of final plans and specifications for distribution to prospective bidders and the successful contractor.
- E. Attend Texas Department of Transportation Utility Coordination Meetings.

V. **EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Contractor's means and methods.
- C. Environmental clean-up
- D. Environmental impact statements and assessments.
- E. Fees for permits or advertising.
- F. Fiduciary responsibility to the City.
- G. On-site safety precautions, programs and responsibility (Contractor's Responsibility).
- H. Phasing of Contractor's work.
- I. Preliminary Engineering Reports
- J. Quality control and testing services during construction.
- K. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- L. Services in connection with condemnation hearings.
- M. Traffic Engineering Studies and Reports
- N. Title searches.
- O. Trench safety designs.

EXHIBIT "B"

COMPLETION SCHEDULE

F.M. 2551 Utility Relocations

Notice to Proceed From City	At Direction of City
Submit Preliminary Plans to City	10-weeks after Notice to Proceed
Submit Field Notes and Exhibits	4-weeks after Preliminary Plan Submittal
Complete Final Plans & Bidding Documents	4-weeks after City's Review of Preliminary Plans
Advertise Project for Bids	At City's Direction
Construction Phase	6-months after Notice to Proceed

EXHIBIT "C"
COMPENSATION
PROFESSIONAL ENGINEERING SERVICES
F.M. 2551 Utility Relocations

PART I. BASIC SERVICES

Payment for Part I - Basic Services, Part II – Bidding Phase, and Part III – Construction Phase, described under Design, Bidding and Construction Administration, shall be on a **Lump Sum Basis** in the following Amounts:

Design Phase	\$70,970.00
Bidding Phase	\$5,000.00
Construction Phase	<u>\$10,000.00</u>
Total: Basic Services Lump Sum Fee:	\$85,970.00

Opinion Of Probable Construction Cost \$1,011,396.00

PART II. ADDITIONAL SERVICES

For the Additional Services described in Part IV we propose to be compensated on a salary cost basis times a multiplier of 2.40, with expenses at actual invoice cost times 1.15. The two-man survey crew will be billed at a crew rate of \$175 per hour. Automobile mileage for additional services will be invoiced at \$0.50 per mile.

Design Surveys	\$4,800.00
Easement Surveys.....	\$2,800.00
Preparation of Plat & Field Note Descriptions (5-each)	\$15,000.00
Printing of Plans & Specifications	\$1,000.00
TxDOT Utility Coordination Meetings	<u>\$5,000.00</u>
Total: Additional Service Not to Exceed Amount:	\$28,600.00

TOTAL CONTRACT NOT TO EXCEED \$114,570.00



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:	July 24, 2022
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

PUBLIC WORKS DIRECTOR MACHADO UPDATE ON NO THRU TRUCK TRAFFIC

ANY COMMITTEE UPDATES, AS NEEDED.

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

Ling Shurtz donated cookies valued at \$7.00 to the Parker Police Department.

Anderson Family donated a case of water and a case of Gatorade valued \$25.00 to the Parker Police Department.

Victoria Hernandez donated a car care kit estimated value \$25.00 to the Parker Police Department.

Mayor and Council donated Tiff's Treats estimated value \$35.00 to City employees.

SUMMARY

Please review information provided.

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:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022



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: July 24, 2022
Exhibits:	Future Agenda Items

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

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:	07/28/2022
City Attorney:	<i>Trey Lansford</i>	Date:	07/28/2022 via Municode Software
City Administrator:	<i>Luke B. Olson</i>	Date:	07/29/2022

FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
2022			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	1st Qtr 2022 0621 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	1st Qtr 2022 0419 CC Agenda
	Council Committee Updates	Council	2022 0126 Any Committees updates, as needed
Tentatively - August XX, 2022	Other Maps - Zoning, Transportation, Annexation,	Olson/Machado	2022 0330 Possibly Annexation, Thoroghfare, & ?Land Use? Maps - P&Z and then Council
Tentatively - August XX, 2022	Capital Asset Policy - Revisions	Olson/Lansford	2022 0719 Postponed Res. No. 2022-706 - Capital Asset Policy
August 22, 2022	Facility Bond	Mayor	MLP wanted last date for Nov. 8, 2022 election
Tentatively - September 6, 2022	Parks and Recreation (P&R) Commission Review & Recognition - MLP & CALO - Meet P&R 8/10 Mtg		0820 Ord766 2019 Reinstating P&R Commission - Review - 97.06 (c) Review of servcies and needs.
Tentatively - September 6, 2022	Cancel/Reschedule 2022 1004 due to NNO & TML	Mayor	Checked w/Mayor Pettie - okay
Tentatively - September 6, 2022	Cancel/Reschedule 2022 1104 EV - 2022 1108 Election	Mayor	Checked w/Mayor Pettie - okay
Tentatively - 2022	Workshop - CIP	Lynch	MLP added 2022 0713; 2022 0720 MLP - after budget
Tentatively - 2022	Water Rate Analysis - Ongoing	Olson/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020; Waiting on numbers; Finalizing
Tentatively - 2022	Oncor & Frontier Franchise (All?) - Review Ongoing		2021 0615 added - When due
Tentatively - 2022	Civic Plus Contract?	Pettie	Work in Progress; CALO - no contract - reviewing pricing options
Tentatively - 2022	Comp Plan	Pettie/Slaughter	Added 2022 0330 Agenda Meeting; by end of year; waiting on maps

*If It Gets Measured- It Gets Managed***Construction Cost Management, Inc.**

July 15, 2022

CCM Proposal #

2022-059

City of Parker
 Luke B. Olson
 City Administrator
 City of Parker, Texas

RE: City of Parker Cost Support

Dear Luke;

It was good speaking with you today about the City's budget for Expansion.

We propose to perform the Conceptual Cost estimating for the for the above referenced project as follows:

<u>Description</u>	<u>Totals</u>
1. Council Chambers Concept New Building	\$ 4,211.93
2. Admin Building Concept New Building	\$ 2,831.21
3. Police Department Concept New Building	\$ 2,831.21
3. Concept Remodal Existing City Hall to Police Department with 2,500 SF addition.	\$ 3,627.00
TOTAL PROPOSAL	\$ 13,501.34

*Please refer to the attached Qualifications for detailed terms of this proposal.**It is always a pleasure to be of service.*

Sincerely,

A handwritten signature in blue ink, appearing to read 'Katy K. Abraham', is shown over a light blue background.

Katy K. Abraham

President

Construction Cost Management, Inc.

Accuracy Built On Experience