



**AGENDA**  
**CITY COUNCIL MEETING**  
**APRIL 7, 2015 @ 5:30 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, April 7, 2015 at 5:30 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

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

**EXECUTIVE SESSION – 5:30 P.M. TO 7:00 P.M.** Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - A. Govt. Code 551.087 and 551.071—Confidential legal advice regarding a development agreement with Geneva Partners for approximately 131 acres located at the Northeast Corner of Donihoo Lane and Donna Lane, in Parker's extra territorial jurisdiction (ETJ).
  - B. Govt. Code 551.071—Confidential legal advice regarding legal issues arising from past litigation with the City of Allen and current legal options.
  - C. Govt. Code 551.071—Confidential legal advice regarding the pending litigation of Jernigan vs. City of Parker.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

**PLEDGE OF ALLEGIANCE**

**AMERICAN PLEDGE:** I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.



**TEXAS PLEDGE:** Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

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

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

4. APPROVAL OF MEETING MINUTES FOR MARCH 17, 2015 [SMITH]
5. ACCEPTANCE OF A DONATION BY THE PARKER WOMEN'S CLUB OF A DEFIBRILLATOR TO THE POLICE DEPARTMENT [RUSHING]

#### **INDIVIDUAL CONSIDERATION ITEMS**

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-470 APPROVING THE TERMS OF A PROPOSAL FROM COLLIN COUNTY TO RECONSTRUCT DONIHOO LANE AND HACKBERRY LANE; UTILIZING COLLIN COUNTY BOND AND ROAD MAINTENANCE FUNDS [FLANIGAN]
7. PUBLIC HEARING, CONSIDERATION AND/OR AN APPROPRIATE ACTION ON A ZONING CHANGE REQUESTED BY WARNER LAND ADVISORS, L.P. FOR RE-ZONING APPROXIMATELY 322.34 ACRES OF LAND LOCATED IN THE G.W. GUNNELL SURVEY, ABSTRACT NO. 350, AND THE THOMAS ESTES SURVEY, ABSTRACT NO. 298, COLLIN COUNTY, TEXAS FROM SINGLE- FAMILY AND AGRICULTURAL-OPEN SPACE TO SINGLE-FAMILY TRANSITIONAL WITH SPECIAL CONDITIONS. THE PROPERTY IS GENERALLY LOCATED AT THE WEST SIDE OF DILLEHAY/FM 2551 AND SOUTH OF KARA LANE AND NORTH OF E. PARKER ROAD. PRELIMINARY NAME DONIHOO FARMS. [FLANIGAN]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-471 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND GENEVA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP AND WARNER LAND ADVISORS, L.P., A TEXAS LIMITED PARTNERSHIP PROVIDING FOR A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 131.6 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PARKER. GENERALLY LOCATED AT THE EAST CORNER OF DONIHOO LANE AND DONNA LANE LOCATED IN PARKER'S EXTRA TERRITORIAL JURISDICTION [SALLMAN]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-472 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PLANO, THE CITY OF ALLEN AND THE CITY OF PARKER PROVIDING FOR RADIO SERVICES FOR POLICE DISPATCH SERVICES [RUSHING]



10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-473 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES [RUSHING]

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE 2015 PLANNING SESSION [LEVINE] [need cover letter summary]

#### **ROUTINE ITEMS**

12. ACCEPTANCE OF POLICE DEPARTMENT RACIAL PROFILING REPORT 2014. [RUSHING]

13. FUTURE AGENDA ITEMS

14. ADJOURN

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

I certify that this Notice of Meeting was posted on or before April 2, 2015 by 5:00 p.m. at the Parker City Hall.

\_\_\_\_\_  
Date Notice Removed

\_\_\_\_\_  
Carrie L. Smith, TRMC  
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: April 7, 2015
Budgeted Amount:	Department/ Requestor: Administration/ City Secretary Smith
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	1) Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MARCH 17, 2015 [SMITH]

### SUMMARY

### POSSIBLE ACTION

Approve, Table

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Carrie L. Smith</i>	Date:	<i>4/2/2015</i>
City Attorney:		Date:	
City Administrator:	<i>Tyler Roy</i>	Date:	<i>4/2/15</i>



## MINUTES

### CITY COUNCIL MEETING

March 17, 2015

#### 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 Pro Tem Levine called the meeting to order at 7:00 p.m. Councilmembers Stone, Standridge, Levine, Pettie and Taylor were present. Mayor Marshall was absent.

Staff Present: City Attorney Jim Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd and Fire Chief Sheff

#### PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Standridge led the pledge.

TEXAS PLEDGE: Councilmember Stone led the pledge.

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

No comments

**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 MARCH 3, 2015 [SMITH]
2. DEPARTMENT REPORTS: ANIMAL CONTROL, POLICE, COURT, BUILDING, CODE ENFORCEMENT, WEBSITE

MOTION: Councilmember Taylor moved to approve the consent agenda as presented. Councilmember Pettie seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

#### INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 724 APPROVING A FRANCHISE AGREEMENT WITH ONCOR ELECTRIC SERVICES. [SHEPHERD]



City Attorney Shepherd added Section 5. H to the agreement, "Company shall have the authority to trim trees or other natural growth overhanging any of its System so as to reasonably prevent branches from coming in contact with Company's System. Company will endeavor to conduct its tree trimming activities in accordance with its Vegetation Management Guidelines and will address concerns or complaints with regard to its tree trimming activities upon request. Except in emergency situations or in response to outages, Company shall notify property owners and the City prior to beginning planned Distribution tree trimming activities."

MOTION: Councilmember Standridge moved to approve Ordinance 724. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

4. **CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-469 APPROVING AN AGREEMENT BETWEEN THE CITY OF PARKER AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDoT) FOR LANDSCAPING AND MAINTENANCE OF FM 2551 [SHEPHERD]**

City Attorney Shepherd noted he is waiting for an approval of his recommended changes from TXDoT.

MOTION: Councilmember Pettie moved to table this item. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

5. **CONSIDERATION AND/OR OR ANY APPROPRIATE ACTION ON ORDINANCE 725 AMENDING ORDINANCES NO. 706 AND 666, REGULATING THE STORAGE, COLLECTION, AND DISPOSAL OF BRUSH AND BULKY ITEMS OF SOLID WASTE; AS RECOMMENDED BY THE CODE ENFORCEMENT COMMITTEE. [TAYLOR]**

City Attorney Shepherd noted proposed Ordinance 725 allows brush items to be placed within 10-feet of the roadway at any time of the month. Currently brush items may not be placed within 25-feet of the roadway until 7 days prior to pickup.

A section is to be added to prohibit items from blocking view of traffic.

MOTION: Councilmember Taylor moved to approve Ordinance 725 subject to adding a clause to prohibit items from being placed at the roadway where it will block the view of traffic. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

6. **CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING THE CURRENT ORDINANCE AND RENEWAL PROCESS FOR SPECIFIC USE PERMITS. [FLANIGAN]**



City Administrator Flanigan stated resident Scott Jefferies came before Council and requested Council remove the annual renewal of specific use permits (SUP) for an accessory dwelling. Mayor Pro Tem Levine read Mr. Jefferies written statement for the record. (see Exhibit 6A.)

There is no fee associated with the annual renewal; it is a notarized affidavit stating the owner is complying with the laws of the City for an accessory dwelling. The City has approximately 7 SUP's in the City and has not received any other complaints.

MOTION: Councilmember Standridge moved to remove the annual renewal requirement for Accessory Dwelling SUP's.

It was noted Public Hearings and Public Notices would be required to make this change to the Comprehensive Zoning Code. The Mayor and Council may wish to form a sub-committee to review all sections of the Comprehensive Zoning Plan prior to making this one change.

Councilmember Standridge modified his motion to remove the annual renewal requirement for an accessory dwelling SUP from the Comprehensive Zoning Code and to proceed with reviewing other parts of the Comprehensive Zoning Code that may need amending.

Councilmember Stone seconded.

Councilmembers Stone, Standridge and Taylor voted for. Councilmembers Levine and Pettie opposed. Motion carried 3-2.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REPORT FROM FIRE CHIEF SHEFF ON THE FILE OF LIFE PROGRAM. [SHEFF]

The File of Life packet is a red plastic magnetic file folder containing a form of your personal health history, medications, physician information and emergency contacts. The packet attaches to your refrigerator, readily visible for Parker paramedics and first responders to find.

Chief Sheff noted the Fire Department received a donation from Tom and Annette Stone to cover the cost of 3000 packets. Packets will be carried on fire and police vehicles to provide to citizens. Other ways the packets will be distributed is through the water department to new residents.

Council thanked Tom and Annette Stone for their generous donation.

MOTION: Councilmember Standridge moved to accept the donation of \$1000 for the File of Life program. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AN UPDATE ON FIRE STATION MODIFICATION. [LEVINE]



The City has received a cost estimate from Kent Spurgin of \$325,000 for the addition of sleeping quarters to the fire station. Chief Sheff requested this item be tabled for further review.

MOTION: Councilmember Stone moved to table this item. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

## ROUTINE ITEMS

### 6. FUTURE AGENDA ITEMS

### 7. ADJOURN

Mayor Pro Tem Levine adjourned the meeting at 8:11 pm.

APPROVED:

\_\_\_\_\_  
Mayor Pro Tem Levine

ATTESTED:

\_\_\_\_\_  
City Secretary Carrie L. Smith

APPROVED on the \_\_\_\_ day  
of \_\_\_\_\_, 2015.



CC 3/17/2015  
Ex. 6A

**Carrie Smith**

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**From:** Scott Jeffries <fortysixhundred@verizon.net>  
**Sent:** Saturday, March 14, 2015 2:55 PM  
**To:** Carrie Smith  
**Cc:** Tom Stone; Jeff Flanigan; Lee Pettie  
**Subject:** SUP Annual Renewal/Certification

Ms. Smith,

I will be unable to attend the City Council meeting on March 17th due to a prior commitment, but I ask that you read the following into the record, with regard to item 6 on the agenda, having to do with the annual renewal process for special use permits:

My name is Scott Jeffries. My wife and I live at 4600 Sycamore Lane.

We have a special use permit for our guest house. Under the current ordinance, we are required to certify each year that we are in compliance with the permit. I respectfully request that the City Council eliminate the annual certification requirement.

My objections to the annual certification are as follows:

- 1) It is unnecessary. The City issues permits for a variety of other things, such as construction of fences and swimming pools, but as far as I know does not require annual certification for any of them. Violations are addressed when noticed or reported. That approach appears to work.
- 2) It is unreasonable. I believe in small, lean government that is focused primarily on basic services. A requirement that citizens must provide personal information to the government may be necessary for some legitimate government functions, but should not be done without a compelling justification having to do with public safety and/or well-being. Annual certification of permit compliance lacks justification because it is unnecessary in the first place.
- 3) I have no motivation to violate the terms of the permit. We are private people living in a private home. Using our guest house as a rental property would be inconsistent with the high value we place on our privacy.

Thank you for your consideration of this matter.

Scott Jeffries  
March 14, 2015





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Police Department
Fund Balance-before expenditure:	Prepared by: Investigator Kenneth Price
Estimated Cost: \$0.00	Date Prepared: 04/01/2015
Exhibits:	

### AGENDA SUBJECT

ACCEPTANCE OF A DONATION BY THE PARKER WOMEN'S CLUB OF A  
DEFIBRILLATOR TO THE POLICE DEPARTMENT [RUSHING]

### SUMMARY

The department was approached by Peggy Threadgill, from the Parker Women's Club, who challenged the Chief to come up with an item, product or idea that could serve the Parker Police Department as well as our community. This tool could one day save ours or one of our neighbor(s) lives.

### POSSIBLE ACTION

Accept or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	4-2-15
City Attorney:		Date:	
City Administrator:		Date:	4/2/15





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Public Works/ City Administrator Flanigan
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	1) Resolution

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION  
 2015-470 APPROVING THE TERMS OF A PROPOSAL FROM COLLIN COUNTY  
 TO RECONSTRUCT DONIHOO LANE AND HACKBERRY LANE; UTILIZING  
 COLLIN COUNTY BOND AND ROAD MAINTENANCE FUNDS [FLANIGAN]

### SUMMARY

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tuffy Ray</i>	Date:	4/2/15



**RESOLUTION NO. 2015-470**

*(Reconstruct Donihoo Lane and Hackberry Lane)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF A PROPOSAL FROM COLLIN COUNTY TO RECONSTRUCT DONIHOO LANE AND HACKBERRY LANE; UTILIZING COLLIN COUNTY BOND AND ROAD MAINTENANCE FUNDS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN ANY NECESSARY AGREEMENTS; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS** Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

**WHEREAS**, the Parker City Council finds that the proposal for the reconstruction of the two Parker city streets is in the best interest of the residents of the City and should be approved;

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

**SECTION 1.** The terms of the proposal from Collin County are approved if in substantial conformance with the following:

- a. Collin County will perform a full depth reclamation of Hackberry and Donihoo, adding Portland stabilization, 4" of flexbase and have a final driving surface of two-course penetration with grade 3 and grade 4.
- b. The cost for Donihoo Lane is \$37,855.00
- c. The cost for Hackberry Lane is \$40,750.00
- d. All costs will be paid from available bond funds remaining for Parker after the conclusion of the McCreary Road construction, and Collin County road maintenance funds.

**SECTION 2.** The Mayor or his designee is hereby authorized to execute all necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.



**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the \_\_\_\_th day of April, 2015.

**CITY OF PARKER**

By: \_\_\_\_\_

Z Marshall  
Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie L. Smith  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd  
City Attorney





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Planning & Zoning/ City Administrator Flanigan
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	1) Planning and Zoning Minutes for 2/12/2015 2) Zoning Change Application

### AGENDA SUBJECT

PUBLIC HEARING, CONSIDERATION AND/OR AN APPROPRIATE ACTION ON A ZONING CHANGE REQUESTED BY WARNER LAND ADVISORS, L.P. FOR RE-ZONING APPROXIMATELY 322.34 ACRES OF LAND LOCATED IN THE G.W. GUNNELL SURVEY, ABSTRACT NO. 350, AND THE THOMAS ESTES SURVEY, ABSTRACT NO. 298, COLLIN COUNTY, TEXAS FROM SINGLE- FAMILY AND AGRICULTURAL-OPEN SPACE TO SINGLE-FAMILY TRANSITIONAL WITH SPECIAL CONDITIONS. THE PROPERTY IS GENERALLY LOCATED AT THE WEST SIDE OF DILLEHAY/FM 2551 AND SOUTH OF KARA LANE AND NORTH OF E. PARKER ROAD. PRELIMINARY NAME DONIHOO FARMS.

### SUMMARY

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tyler Day</i>	Date:	4/2/15



**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
February 12, 2015**

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

The Planning and Zoning Commission met on the above date. Chairperson Wright called the meeting to order at 7:03 P.M.

**Commissioners Present:**

X Chairperson Wright	X Commissioner Raney
X Commissioner Sutaria	X Commissioner Lozano
X Commissioner Stanislav	
X Alternate Jeang	X Alternate Cassavechia
Alternate Leamy	

**Staff/Others Present**

X City Administrator Flanigan	X City Secretary Smith
X Developer Steve Sallman	

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

**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.

No comments.

**INDIVIDUAL CONSIDERATION ITEMS**

**1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR JANUARY 22, 2015.**

**MOTION:** Commissioner Lozano moved to approve the minutes. Commissioner Stanislav seconded with Commissioners Raney, Lozano, Sutaria and Stanislav voting for. Wright abstained. Motion carried 4-0.



2. PUBLIC HEARING, CONSIDERATION AND/OR AN APPROPRIATE ACTION ON A ZONING CHANGE REQUESTED BY WARNER LAND ADVISORS, L.P. FOR RE-ZONING APPROXIMATELY 322.34 ACRES OF LAND LOCATED IN THE G.W. GUNNELL SURVEY, ABSTRACT NO. 350, AND THE THOMAS ESTES SURVEY, ABSTRACT NO. 298, COLLIN COUNTY, TEXAS FROM SINGLE- FAMILY AND AGRICULTURAL-OPEN SPACE TO SINGLE-FAMILY TRANSITIONAL WITH SPECIAL CONDITIONS. THE PROPERTY IS GENERALLY LOCATED AT THE WEST SIDE OF DILLEHAY/FM 2551 AND SOUTH OF KARA LANE AND NORTH OF E. PARKER ROAD. PRELIMINARY NAME DONIHOO FARMS.

Steve Sallman, President of Warner Group, reviewed his residential development concept plan. The master plan includes 453 acres with 131 acres in the City's extra territorial jurisdiction (ETJ). He is proposing a development with mixed lot sizes and requesting zoning of single family transitional with special conditions and a development agreement for property located in the City's ETJ. (See Exhibit A)

Chairperson Wright opened the public hearing at 7:50 p.m.

The following residents spoke in opposition to the requested SFT zoning:

- Jeff Harrison, 4400 Pecan Orchard Drive
- Andy Piziali, 6616 Estados Drive
- Michael Black, 4609 Hackberry Lane
- Karen Pritzken, 4706 Pecan Orchard
- John Barber, 4905 Hackberry Lane
- Cindy Meyer, 6618 Estados Drive
- Stephanie Casson, 1807 Dublin Road
- Richard Lavendar, 680 Overbrook Drive
- Patti Cordina, 4302 Boulder Drive
- Richard Coker, 4006 Lost Hollow Court
- George Bednarz, 4607 Springhill Estates Drive

Hugh Lewis, 3910 Bois D'Arc spoke in favor of working with Developer Steve Sallman to develop a quality subdivision that would benefit Parker.

Chairperson Wright closed the public hearing at 8:59 p.m.

MOTION: Commissioner Raney moved to recommend denial of the requested zoning change to City Council. Commissioner Lozano seconded with Commissioners Raney, Wright, Lozano, Sutaria and Stanislav voting for. Motion carried 5-0.

## **ROUTINE ITEMS**

### **3. FUTURE AGENDA ITEMS**

- a) Southridge Estate Phase 3 - Preliminary Plat
- b) Parker Ranch Phases 2 & 3
- c) Reserve at Southridge Estates



4. ADJOURN

Chairperson Wright adjourned the meeting at 9:17 p.m.

Minutes Approved on \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman Russell Wright

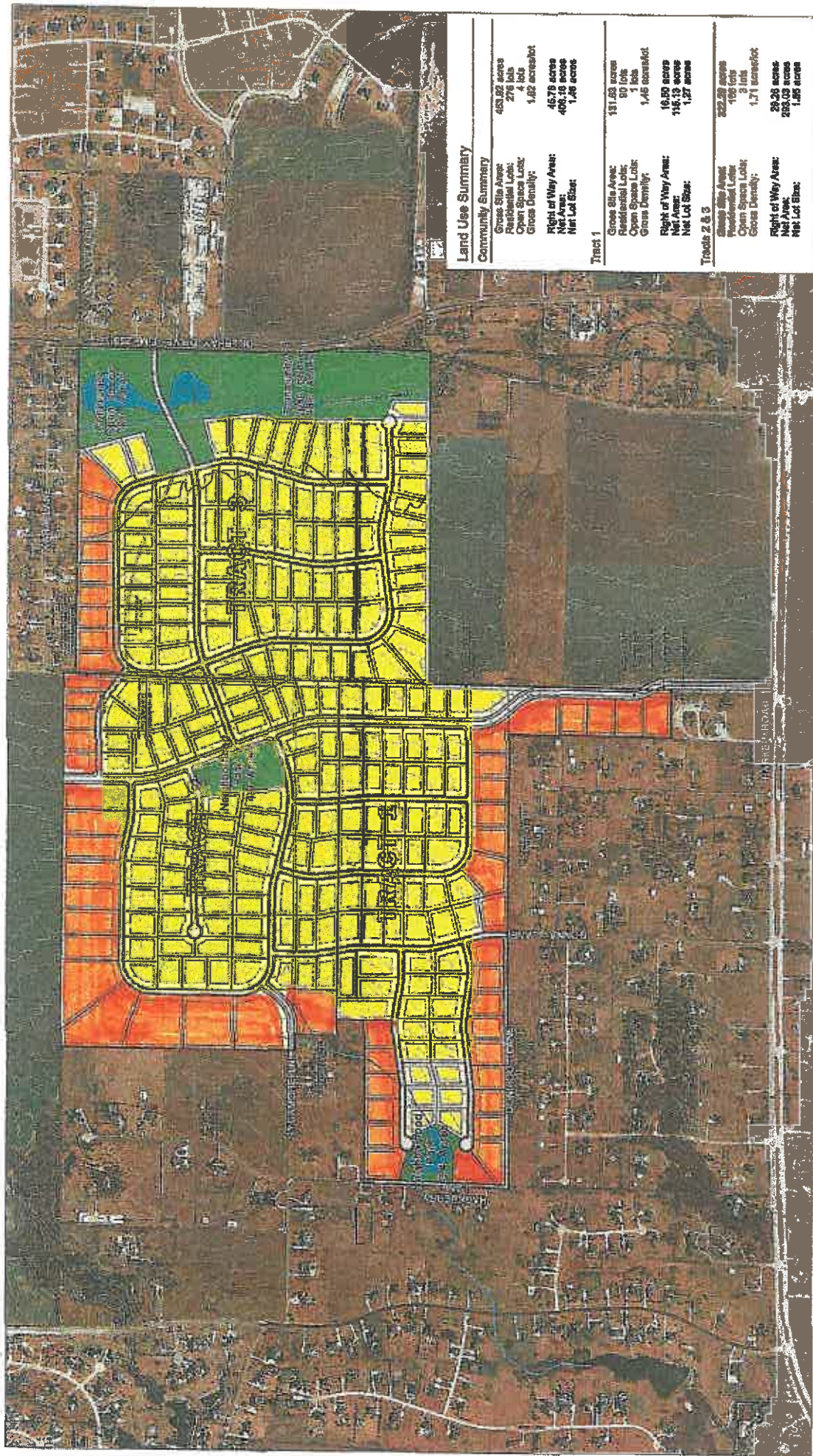
Attest:

\_\_\_\_\_  
Commission Secretary Stanislav

\_\_\_\_\_  
Prepared by City Secretary Carrie L. Smith



PZ mins 2/12/2015  
Exhibit A



**Land Use Summary**

<b>Community Summary</b>	
Gross Site Area:	453.82 acres
Residential Lots:	276 lots
Open Space Lots:	4 lots
Gross Density:	1.02 acre/lot
<b>Right of Way Area:</b>	
Net Area:	45.78 acres
Net Lot Size:	408.18 acres
<b>Tract 1</b>	
Gross Site Area:	131.80 acres
Residential Lots:	80 lots
Open Space Lots:	1 lot
Gross Density:	1.45 acre/lot
<b>Right of Way Area:</b>	
Net Area:	16.50 acres
Net Lot Size:	115.13 acres
<b>Tracts 2 &amp; 3</b>	
Gross Site Area:	322.02 acres
Residential Lots:	196 lots
Open Space Lots:	3 lots
Gross Density:	1.71 acre/lot
<b>Right of Way Area:</b>	
Net Area:	29.28 acres
Net Lot Size:	293.03 acres

**LOTGING PLAN B**  
**DONIHOO FARMS**  
**WARNER GROUP, INC.**  
PARKER, TEXAS

**SEC Planning, LLC**  
Land Planning + Landscape Architecture + Community Development  
AUSTIN, TEXAS  
78701-1111  
512.454.1111  
www.secplanning.com

Scale: 1" = 700'  
North  
Date: January 18, 2015

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.





JAN 21 2015

CITY OF PARKER

**ZONING BOUNDARY CHANGE APPLICATION FORM**  
**ANNEXATION REQUEST FORM**

1. Requesting:

Permanent Zoning \_\_\_\_\_  
Re-Zoning X (See Note\*)  
Annexation \_\_\_\_\_

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

Applicant/Company Name: Warner Land Advisors, L.P.

Company Address: 4925 Greenville Avenue, Suite 1020

Dallas, Texas 75206

Company Phone Number: 214-368-0238

Company Email: N/A

Contact Name: Steve Sallman

Contact Phone Number: 214-368-0238, Ext. 223

Contact Email: ssallman@warnergroupp.com

2. Description and Location of Property:

a. Survey and abstract: Tract 2 (Thomas Estes Survey, Abstract No. 298 &

b. ~~Lot and block~~ Tract 3 (GW Gunnell Survey, Abstract No. 350)

c. Total number of acres: 322.34 Acres

d. Location further described: West side of FM 2551 between Parker Road & Bethany Rd

3. Attach 8 copies of the preliminary plat or survey that contains:

a. North point, scale, and date

b. Name and address of:

i. Applicant

ii. Engineer or surveyor responsible for survey of plat

c. Survey and abstract with tract designation

d. Location of major and/or secondary thoroughfares located with or adjacent to the property

e. Location of existing or platted streets within and adjacent to the existing property

f. Location of all existing rights of way, utility, and/or drainage easements

4. Fees (Non-Refundable): See Attached Fee Schedule



All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: Stephen L. Schuman Date: 1/21/14

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: Stephen L. Adkins Date: 1/21/14

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Consent: Travis Parker Associates, Ltd.  
a Texas limited partnership

By: Travis Ridge Investments, LLC,  
a Texas limited liability company  
its general partner

By: [Signature]  
C. Michael Bowen, Managing Partner

Date: 1/21/2014

Note: Received by email 1/23/2015. C. Smith



TRACT 2

J.E. SMITH, LAND SURVEYOR  
4259 HWY No. 377 SOUTH  
AUBREY, TEXAS 76227

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, a part of the THOMAS ESTES SURVEY, ABSTRACT No. 288; and being and including all that same land conveyed to Parker Estates Associates as evidenced by deed recorded in Volume 1907, Page 980, of the Collin County Land Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at an 1/2 inch iron rod set for the Northeast corner of said THOMAS ESTES SURVEY, said corner being on the West line of Easy Acres Addition, an addition to Collin County according to the plat thereof recorded in Volume 6, page 87 of the Collin County Map Records, said corner also being the Southeast corner of a record 318.024 acre tract described in a deed to Douglas/Hall, Ltd., recorded in Volume 5434, page 940 of the Collin County Land Records;

THENCE with an old road and the East line of the THOMAS ESTES SURVEY, South 01 degrees 18 minutes 21 seconds West 87.68 feet to an 1/2 inch iron rod found at the Southwest corner of said Easy Acres Addition;

THENCE continuing with said old road and the East line of the THOMAS ESTES SURVEY, South 00 degrees 50 minutes 59 seconds West 2,110.69 feet to a 5/8 inch iron rod found for corner, said corner being the Northeast corner of the tract described in a deed to Billy Joe Donihoo recorded under Clerk's File No. 87-0009145;

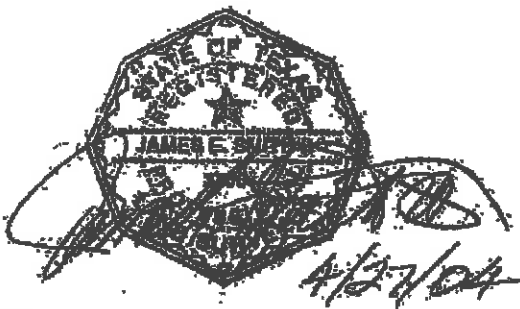
THENCE North 89 degrees 38 minutes 19 seconds West at 2718.56 feet passing an 1/2 inch iron rod set at the Northeast corner of a record 3.00 acre tract (described in a deed recorded in Volume 3973, page 453 of the Collin County Land Records) and in all a total distance of 2854.56 feet to the Southwest corner of Sycamore Estates Subdivision (an addition to the City of Parker, according to the plat thereof as recorded in Volume 11, page 59 of the Collin County Map Records) for the Southwest corner hereof;

THENCE along the East line of said Sycamore Estates Subdivision, North 01 degrees 42 minutes 07 seconds East 344.28 to an 1/4 inch iron rod found at a re-entrant corner hereof;

THENCE North 85 degrees 57 minutes 13 seconds West 132.47 feet to an 1/4 inch iron rod found at an exterior ell corner hereof;

THENCE continuing with the East line of said Sycamore Estates Subdivision, North 00 degrees 42 minutes 07 seconds East 1859.47 feet to an 1/4 inch iron rod set at the Northeast corner of said Sycamore Estates Subdivision for the Northwest corner hereof, said corner being on the South line of said 318.024 acre tract;

THENCE South 81 degrees 42 minutes 32 seconds East a distance of 3003.76 feet to the Place of BEGINNING and containing 150.41 acres of land.







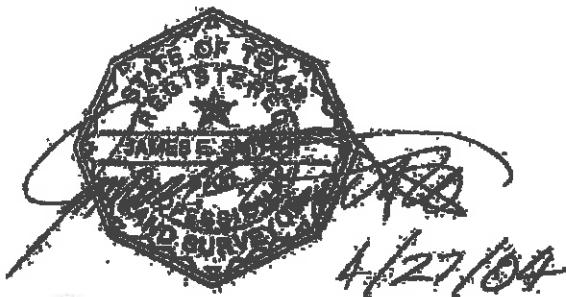


# TRACT 3

J.E. SMITH, LAND SURVEYOR  
5289 HWY No. 377 SOUTH  
AUBREY, TEXAS 76227

All that certain tract or parcel of land lying and being situated in the City of Parker, Collin County, Texas, and being a part of the G.W. GUNNELL SURVEY, ABSTRACT NO. 350, and being that tract of land designated Parker Estates according to the plat thereof recorded in Cabinet 10, Page 28 of the Collin County Map Records, said tract or parcel of land is herein described as follows, to wit:

BEGINNING at an  $\frac{1}{4}$  inch iron rod found on the West right-of-way line of F.M. Highway No. 2551 at the Southeast corner of Easy Acres Addition, an addition to Collin County according to the plat thereof recorded in Volume 8, Page 87 of the Collin County Map Records, said corner being the Northeast corner of the premises herein described; THENCE along the West right-of-way line of said F.M. Highway No. 2551, South 00 degrees 41 minutes 57 seconds West 1664.10 feet to an  $\frac{1}{4}$  inch iron rod set at a point of curvature; THENCE continuing along the West right-of-way line of said F.M. Highway along a curve to the left subtended by an angle of 12 degrees 17 minutes 20 seconds and a radius of 1954.86 feet, with a chord that bears South 05 degrees 26 minutes 43 seconds East 419.48 feet, an arc length of 419.28 feet to an  $\frac{1}{4}$  inch iron rod set on the East line of said GUNNELL SURVEY; THENCE along the East line of the G.W. GUNNELL SURVEY, South 09 degrees 48 minutes 47 seconds West passing the Northwest corner of a record 3.723 acre tract described in a deed recorded under Clerk's File No. 95-0023382 and in all a total distance of 746.16 feet to an  $\frac{1}{4}$  inch iron rod set for the Southeast corner hereof; THENCE South 89 degrees 59 minutes 09 seconds West at 40.7 feet passing a  $\frac{1}{4}$  inch iron rod found and in all a total distance of 2676.56 feet to an  $\frac{1}{4}$  inch iron rod set on the West line of said GUNNELL SURVEY for the Northwest corner of a record 34.996 acre tract (described in a deed recorded in Volume 2147, Page 41 of the Collin County Land Records) and the Southwest corner hereof; THENCE with an old road and the West line of said GUNNELL SURVEY (common with the East line of the THOMAS ESTES SURVEY, ABSTRACT NO. 298), North 00 degrees 48 minutes 04 seconds East 726.61 feet to a  $\frac{5}{8}$  inch iron rod found at the Southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1904, Page 930 of the Collin County Land Records; THENCE continuing with said old road in the West line of the G.W. GUNNELL SURVEY, North 00 degrees 50 minutes 58 seconds East 2110.59 feet to an  $\frac{1}{4}$  inch iron rod found at the Southwest corner of said Easy Acres Addition for the Northwest corner hereof; THENCE South 69 degrees 48 minutes 14 seconds East a distance of 2626.11 feet to the Place of BEGINNING and containing 171.93 acres of land.





City of  
Parker  
Collin County,  
Texas

THOMAS ESTER  
SUR, ABST. No. 298

D.B. HEALING SUR.  
ABST. No. 527

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

**171.91 AC.**

**PARKER ESTATES  
AN ADDITION TO THE  
CITY OF PARKER  
CAB.10, PG.25 MR**

G.W. GUNNELL  
BUR., ARST. No. 860

PK 8551 NO 1958

M. HEARNE SUP.  
ABSTRACT No. 425



Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video screen. The target is a light source that is visible through a video screen. The target is a light source that is visible through a video screen.

ROBERT ARNOLD KRAMER, JR. 180-NEW FLANDERS PARK DRIVE,  
MILFORD, CONNECTICUT 06460. b. JAN 2, 1938.

**FUNCTIONAL CONNECTIONS WERE ON THE DECREASE**

THE following is made to William Lee Johnson, JR., another brother of Sister Joseph Johnson, of West Coast Community, who lived on Hyde Street, San Francisco, 1941-1942. He was the son of the late William Lee Johnson, Sr., of San Francisco, who was the brother of Sister Joseph Johnson.

[illegible]

1999 October 20, 2000

JAMES E. SMITH, JR., JOHN E. SMITH, JR.

Tract 3

**2210 S. 20th Street  
Farmington, Conn. 06030**

**Model # 200      Date 10/11/1984**

**Serial      No. 0000-10**

**J. E. Smith, ★  
Farm Foreman**

**Farms**



**EXHIBIT B**  
**SPECIAL REGULATIONS**

The following uses and standards shall be applied to the Property (Items 1 & 2 by Ordinance and Items 3,4 and 5 through Deed Restrictions offered by Applicant)

1. Uses:

- a. Barns and limited livestock ( horses or cows) on Lots > 4 acres  
(Equestrian Lots)

2. Building Regulations:

- a. Minimum Lot Size: One Acre per SFT

- b. Average Lot Size :

- (i) Area: 1.55 acre average net (over entire development area -- not per addition)

- (ii) Width: Minimum of 150 ft. for all lots sizes.

- c. Setbacks for all Lots: Front Setbacks = 50', Side Setbacks 25', Rear Setbacks = 30', Corner Setbacks = 50'

- d. Over length Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length.

- f. Lots Adjacent to Platted Lots Within City Limits:

- (i) Tract 2: Lots adjacent to Sycamore Estates south of Pecan Orchard shall not be < 3 acres in size; lots adjacent to Sycamore Estates north of Pecan Orchard shall not be < 4 acres in size; lots adjacent to Parker Ranch and west of the N/S Collector shall not be < 2 acres in size; lots adjacent to Parker Ranch and east of N/S Collector shall be 175 feet in width.

- (ii) Tract 3: Lots adjacent to Easy Acres shall be 175 feet in width.



**g. Roadway Rights of Way**

(i) Interior roadways shall have a right of way width of 50 ft.

(ii) The N/S Residential Collector shall have a right of way width of 85 ft., a paved section of 32 ft of concrete, and no stamped concrete.

**3. Building Materials:**

a. Total Elevation - 90% brick, stucco, stone or masonry, exclusive of windows, doors, gables and trim.

b. Any Single Elevation - 75% brick, stucco or stone, exclusive of windows, doors, gables and trim.

**4. Minimum Living Space:**

a. Tracts 2 and 3 – Minimum. 3,000 square feet (air conditioned space) on all lots.

**5. Outbuildings --** Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot.

**6. Unless addressed hereinabove, development on Tracts 2 & 3 must comply with the requirements of the City's SFT zoning district.**





# Land Use Summary

## Community Summary

Overall Site Area:	438.82 acres
Residential Lot:	279.00 acres
Community Lot:	1.42 acre/lot
Overall Density:	1.42 acre/lot
Right of Way Area:	438.82 acres
Net Lot Area:	1.42 acres

## Tract 1

Overall Site Area:	181.82 acres
Residential Lot:	1.42 acre/lot
Community Lot:	1.42 acre/lot
Overall Density:	1.42 acre/lot
Right of Way Area:	181.82 acres
Net Lot Area:	1.42 acres

## Tract 2 & 3

Overall Site Area:	256.99 acres
Residential Lot:	1.42 acre/lot
Community Lot:	1.42 acre/lot
Overall Density:	1.42 acre/lot
Right of Way Area:	256.99 acres
Net Lot Area:	1.42 acres

LOT 100 PLAN 8  
DOMESTIC FARMS  
WARNER GROUP, INC.  
HOUSTON, TEXAS

SPC Planning, LLC  
10000 Katy Road, Suite 100  
Houston, Texas 77054  
713.464.1000  
www.spcplanning.com

Scale: 1" = 700'  
North  
Date: January 15, 2015  
This drawing is subject to the terms and conditions of the contract between the client and the engineer. It is not to be used for any other purpose without the written consent of the engineer.



1/27/2015



Carrie L. Smith, City Secretary

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the City of Parker Planning and Zoning Commission on Thursday, February 12, 2015 at 7:00 pm at Parker City Hall, 5700 E. Parker Road to hear comments for or against a zoning change requested by Warner Land Advisors, L.P. for re-zoning approximately 322.34 acres of land located in the G.W. Gunnell Survey, Abstract No. 350, and the Thomas Estes Survey, Abstract No. 298, Collin County, Texas from Single-Family and Agricultural-Open space to Single-Family Transitional with Special Conditions. The property is generally located at the west side of FM 2551/Dillehay and South of Kara Lane and North of E. Parker Road.

All citizens or interested parties desiring to be heard concerning this request will be given an opportunity to speak.

Sincerely,

Carrie L. Smith  
City of Parker  
5700 E. Parker Road  
Parker, Texas 75002  
Office 972-442-6811 x 235  
Fax 972-442-2894  
csmith@parkertexas.us

*Last Saved 1/27/2015 10:56 AM  
Revision 2*

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



mailed USPS  
3/24/2015



Carrie L. Smith, City Secretary

March 24, 2015

**City of Parker  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that a Public Hearing will be held by the City of Parker City Council on Tuesday, April 7, 2015 at 7:00 pm at Parker City Hall, 5700 E. Parker Road to hear comments for or against a zoning change requested by Warner Land Advisors, L.P. for re-zoning approximately 322.34 acres of land located in the G.W. Gunnell Survey, Abstract No. 350, and the Thomas Estes Survey, Abstract No. 298, Collin County, Texas from Single-Family and Agricultural-Open space to Single-Family Transitional with Special Conditions. The property is generally located at the west side of Dillehay/FM 2551 and South of Kara Lane and North of E. Parker Road.

Sincerely,

Carrie L. Smith, TRMC  
City Secretary  
City of Parker, Texas  
5700 E. Parker Road  
Parker, Texas 75002  
972-442-6811 x 235  
972-442-2894 fax  
[www.parkertexas.us](http://www.parkertexas.us)  
[csmith@parkertexas.us](mailto:csmith@parkertexas.us)



**Council Agenda Item**

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Steve Sallman/Jeff Flanigan
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	1) Resolution 2) Agreement

**AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-471 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND GENEVA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP AND WARNER LAND ADVISORS, L.P., A TEXAS LIMITED PARTNERSHIP PROVIDING FOR A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 131.6 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PARKER. GENERALLY LOCATED AT THE EAST CORNER OF DONIHOO LANE AND DONNA LANE LOCATED IN PARKER'S EXTRA TERRITORIAL JURISDICTION [SALLMAN/FLANIGAN]

**SUMMARY****POSSIBLE ACTION**

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Flanigan</i>	Date:	4/2/15



**RESOLUTION NO. 2015-471**

*(Development Agreement on 131.6 acres)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND GENEVA PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP AND WARNER LAND ADVISORS, L.P., A TEXAS LIMITED PARTNERSHIP PROVIDING FOR A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 131.6 ACRES OF LAND IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PARKER DESCRIBED IN EXHIBIT A, ATTACHED HERETO; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS**, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the Parker City Council has reviewed an agreement by and between the City of Parker and GENEVA PARTNERS, LTD., A Texas limited partnership and WARNER LAND ADVISORS, L.P., a Texas limited partnership, entitled "Development Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms thereof are in the best interests of the City and its residents, and should be approved;

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

**SECTION 1.** The terms of the Agreement are approved.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the \_\_\_\_th day of April, 2015.



**CITY OF PARKER**

By: \_\_\_\_\_

Z Marshall  
Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie L. Smith  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd  
City Attorney



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and among the CITY OF PARKER, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "**City**"), GENEVA PARTNERS, LTD., A Texas limited partnership ("**Property Owner**"), and WARNER LAND ADVISORS, L.P., a Texas limited partnership ("**Developer**"). The City, the Property Owner and the Developer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

**WHEREAS**, Property Owner is the owner of that certain approximate 131.6 acre tract of land located in the extraterritorial jurisdiction ("**ETJ**") of the City and being more particularly described on Exhibit A attached to this Agreement and made a part hereof (the "**Property**"), and

**WHEREAS**, the Parties intend that the Property be developed in accordance with the mutually agreeable regulations provided in this Agreement, and

Whereas, the Property Owner has been notified of his right under Section 43.033(7) of the Texas Local Government Code (the "**Local Government Code**"), to enter into a development agreement in lieu of annexation by the City, and the Property Owner has waived and does waive his right to avoid annexation of land under an agricultural exemption; all as set forth in this Agreement, and

**WHEREAS**, the Parties desire that the Property be developed into a quality development and agree that the securing of financing for the development of the Property requires an agreement providing long term certainty in regulatory requirements and development standards regarding the Property, and

**WHEREAS**, the Parties desire to obtain the benefits of certainty and predictability regarding future development of the Property that can be provided by a development agreement for property that is currently located in the ETJ of the City, and which is to be annexed into the City as set forth in this Agreement, and

**WHEREAS**, the Parties have the power and authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code,

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



## I. DEFINITIONS.

"City Council" means the City Council of the City.

"Development Plan" means the Development Plan attached hereto as Exhibit B Development Plan the Development Standards attached hereto as Exhibit "C".

"Lender" means a person or entity that receives a collateral assignment, pledge, security interest, lien or other encumbrance of or in all or any part of the Property or in Developer's right, title and interest in and to this Agreement to secure repayment of a debt or performance of an obligation by Developer.

"Lot Owner" means any "end-buyer of a fully developed and improved lot" within any platted single family residential subdivision as such phrase is used in Section 212.172(f) of the Local Government Code. Without limiting the foregoing, for purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user or occupant and (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City and recorded in the Official Real Property Records of Collin County, Texas.

## II. ANNEXATION AND DEVELOPMENT.

1. **Agreement Not to Annex.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City Property taxes, until annexed under the terms of this Agreement.

2. **Development Plan.** Development of the property shall be in accordance with the conceptual plan of development, which is incorporated herein by reference and attached hereto as Exhibit B (as the same may be modified from time to time by written agreement of the owner, the developer and the city, the "Development Plan"). All development applications shall substantially comply with the Development Plan. Owner may make minor revisions to the development plan so long as the total number of single-family lots does not exceed ninety-five (95) lots. All ordinance provisions of the city not specifically modified by specific provisions of the Development Plan and Development Standards shall be in effect and enforceable within the property as they are in the remainder of the city. No lot shall be less than one net acre in size.

3. **Regulations Applicable.** The following regulations apply to development of the Property ("Governing Regulations"):

a. All regulations pertaining to the development of the Property set forth in this Agreement and all exhibits hereto (including the Development Plan);

b. The City's current subdivision ordinance (as of the Effective Date of this Agreement); and



- c. The special regulations set forth on Exhibit C ("Development Standards").
- d. All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto; and
- e. Development of the Property shall be governed by and occur in accordance with the development regulations set forth in the City's Single Family Transitional (SFT) Zoning Classification of Chapter 156 of the Code of Ordinances, as specifically modified by the Development Standards attached hereto as Exhibit C.

4. **Inconsistent Development.** Developer agrees that any development application that is submitted to the City for any portion of the Property during the term of this Agreement that is inconsistent with the Governing Regulations may be denied by the City.

5. **Annexation and Zoning.** Unless mutually agreed to by the parties or for so long as the Property is wholly owned by the Owner, the annexation of any portion of the Property, should it occur, shall be undertaken only in accordance with a petition submitted by Owner, provided the Owner must submit such petition on or before the fifth anniversary of the Effective Date shown above. The petition to annex must be submitted within ten (10) business days after the recordation of a final plat for the Property. In the event the Owner does not own the Property, either through conveyance to an end buyer, foreclosure, failure to submit a valid final plat, and or failure to timely submit a petition will allow the City to proceed with annexation of all or any portion of the property. Upon such annexation, the City shall have all of the same enforcement rights to enforce compliance with the Governing Regulations with respect to the Property that it otherwise enjoys under the law to enforce development regulations within the City limits. Following annexation, the Parties contemplate that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations, and the City agrees, to the maximum extent permitted by Section 212.172 of the Texas Local Government Code,, to zone the Property to a district (SF or SFT) that is consistent with the Governing Regulations. Regardless of the zoning of the Property after annexation, nothing herein shall be construed to prevent the Property from being developed in accordance with this Agreement. If the Property is zoned as contemplated by the Parties, the zoning shall be consistent with the Governing Regulations. Following annexation and zoning of the Property, any development of the annexed land shall thereafter be in accordance with this Agreement, unless the zoning of the Property is inconsistent with this Agreement, in which case Owner may, at its option, choose to develop in accordance with such zoning.

### III. WATER SYSTEM.

1. **Certificate of Convenience and Necessity** - The City is the holder of a water CCN that includes the Property.

2. **Water Service** - The City hereby represents that water capacity and pressures shall be available to serve the Development on the same basis as other properties within the same service area as the development. Owner agrees and acknowledges the water supply to the City and the Property is subject to the terms and conditions of the City's sole source of potable water,



the North Texas Municipal Water District, and the City has no duty to provide any additional source, quantity, or quality of water to the Property than that provided by NTMWD to the City.

#### **IV. ROADWAY SYSTEM.**

1. **Donihoo Lane** – Developer will not be required to make any improvements to Donihoo Lane.

2. **Hackberry Lane** – Developer will not be required to make any improvements to Hackberry Lane.

3. **Interior Roadway Construction** – On all interior roads in the subdivision, the City will allow the developer to dedicate fifty (50) foot wide rights of way, with the exception of the N/S Residential Collector which shall have an eighty-five (85) foot right of way with a concrete section of thirty-two feet in width and no stamped concrete. (?)

#### **V. TERM OF AGREEMENT.**

This Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. This Agreement shall continue in effect for a term of fifteen (15) years after the Effective Date and may be renewed by written agreement of the City and the Developer for two (2) successive periods of fifteen (15) years each, up to a maximum of forty-five (45) years after the Effective Date.

#### **VI. COLLATERAL ASSIGNMENT BY DEVELOPER TO LENDER.**

Developer shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber its right, title and interest in and to this Agreement for the benefit of its Lender without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability, or, unless the Lender becomes the Property Owner of all or some portion of the Property. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial.

#### **VII. TERMINATION.**

In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. This Agreement may be terminated by the mutual written agreement of the Parties.



## VIII. DEFAULTS.

1. If a party is in default under this Agreement, the non-defaulting party must notify all parties in writing of an alleged failure by the non-defaulting party to comply with a provision of this Agreement, which notice must specify the alleged failure with reasonable particularity. The alleged defaulting party must, within thirty (30) days after receipt of such notice or such longer period of time as may be specified in such notice, either cure such alleged failure or, in a written response, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

2. The non-defaulting party must determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting party. The alleged defaulting party must make available, if requested, any records, documents or other information necessary to make the determination.

3. If the non-defaulting party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that such failure is excusable, such determination must conclude the investigation.

4. If the non-defaulting party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured in a manner and in accordance with a scheduling reasonably satisfactory to the non-defaulting party, then the non-defaulting party may proceed to mediation.

5. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described hereinabove, the parties agree to submit the disputed issue to non-binding mediation. All parties to this Agreement shall participate in this mediation. The parties must participate in good faith, but in no event must they be obligated to pursue mediation that does not resolve the issue within two (2) days after the mediation is initiated or fourteen (14) days after mediation is requested. The parties participating in the mediation must share the costs of the mediation equally.

6. In the event of a determination that the defaulting party has committed a material breach of this Agreement that is not resolved in mediation, the non-defaulting party may file suit in a court of competent jurisdiction in Collin County, Texas, and seek any relief available at law or in equity.

## IX. MISCELLANEOUS.

1. **Notice.** Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given (i) by certified or registered mail and shall be deemed to have been given and received two (2) days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, or (ii) by personal delivery and/or by recognized overnight delivery



service and shall be deemed to have been given and received upon such delivery. Such notice shall be given to the parties hereto at the address set forth in Exhibit D attached hereto. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

**2. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

**3. Savings/Severability.** In case anyone or more provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**4. Authority.** Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

**5. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to the Agreement.

**6. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

**7. Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

**8. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

**9. Time is of the Essence.** Time is of the essence in this Agreement.

**10. Reservation of Rights and Claims.** This Agreement constitutes a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

**11. Recordation and Releases and Estoppel**

- (a) **Recordation.** Pursuant to the requirements of Section 212.72(c) (4) of the Texas Local Government Code, this Agreement, and all



amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

(b) *Releases.* From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff may execute, in recordable form, a release of this Agreement if the requirements of subsection (a) above have been satisfied (subject to the continued applicability of the applicable regulations in accordance with this Agreement). In addition, the City Administrator shall have the authority (but not the obligation) from time to time, to execute further releases of this Agreement with respect to specific tracts of land within the Property, if, in the sole discretion of the City Administrator, such releases are in the best interest of the City. Notwithstanding any other provision of this Agreement, any portion of the Property released from this agreement may be immediately annexed by the City, as may any portion of the Property conveyed to an "end user".

(c) *Estoppel.* From time to time upon written request of Developer, any assignee, any lender, or any successor, the City staff shall execute a written estoppel certificate to the person or entity making the request: (1) describing, in detail, the status (e.g., unperformed, partially performed, or fully performed) of any material obligation that is identified in the request; (2) identifying any material obligations that are in default or which, with the giving of notice or passage of time, would be in default; and (3) stating that, except as otherwise identified, and to the extent true, that to the best knowledge and belief of the City, the parties are in substantial compliance with their material obligations under this Agreement.



**12. Assignment of Agreement.** Any assignment of this Agreement to an unaffiliated or unrelated entity of Developer requires approval of the City, which approval shall not unreasonably be withheld. A related or unrelated assignee under this subsection shall be subject to all of Developer's obligations as set forth in this Agreement.

**13. Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

**14. Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed; and pursuant to Section 212.172 of the TEX.LOC.GOV'T CODE as to the City.

**15. Binding Effect.** This Agreement runs with the land and will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns. This Agreement only inures to the benefit of, and may be enforced by, the parties, assignees, lenders, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

**16. Authority.** The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer and that the individual executing this Agreement on behalf of the Developer has been authorized to do so. Each assignee, lender or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

**17. Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

**18. Effective Date.** The Effective Date of this Development Agreement shall be the date on which this Agreement is approved by the City Council of the City.



***[SIGNATURE PAGES FOLLOW]***

PROPOSED



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of \_\_\_\_\_, 2015.

**PROPERTY OWNER:**

GENEVA PARTNERS, LTD.,

a Texas limited partnership

By: \_\_\_\_\_

Name: Stephen L. Sallman

Title: Manager

STATE OF TEXAS       §

§

COUNTY OF DALLAS   §

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Stephen L. Sallman, Manager of Geneva Partners, Ltd. on behalf of said partnership.

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

My Commission Expires: \_\_\_\_\_



**DEVELOPER:**

WARNER LAND ADVISORS, L.P.,

a Texas limited partnership

By: Warner Capital, L.L.C.,  
a Texas limited liability company,  
Its general partner

By: \_\_\_\_\_

Name: Stephen L. Sallman

Title: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Stephen L. Sallman, Manager of Warner Capital, LLC, a Texas limited liability company, the General Partner of Warner Land Advisors, L.P., a Texas limited partnership, on behalf of said company and limited partnerships.

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

My Commission Expires: \_\_\_\_\_



**CITY:**

CITY OF PARKER, TEXAS

By: \_\_\_\_\_

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

Title: Mayor

ATTEST:

Carrie Smith, Parker City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: James E. Shepherd

Title: City Attorney



**SCHEDULE OF EXHIBITS:**

**Exhibit A – Description of Property**

**Exhibit B – Development Plan**

**Exhibit C – Development Standards**

**Exhibit D – Address for Notices**

PROPOSED



**EXHIBIT A**

**Description of Property**

PROPOSED



**EXHIBIT B**

**Development Plan**

PROPOSED



## **EXHIBIT C**

### **Development Standards**

The following uses and standards shall be applied to the Property:

#### **1. Uses:**

- a. Single Family Residential and accessory uses per SFT zoning district requirements in the City Comprehensive Zoning Ordinance..

#### **2. Building Regulations for Property:**

- a. Minimum Lot Size: One Acre
- b. Average Lot Size: 1.30 acres gross average / 1.2 acre net average (over entire Property – not per platted phase)
- c. Minimum Width on Lots 1.5 acres or greater in size : 150 ft except as restricted below in Item 2.f. Adjacent Subdivision Requirements.
- d. Setbacks for all Lots: Front Setback = 50', Side Setback 25', Rear Setback = 30', Corner Setback = 50' ?
- e. Over length Cul-de-sacs - Cul-de-sacs may be up to 1,500 linear feet in length.
- f. Adjacent Subdivision Requirements:
  - (i) Lot widths adjacent to Windmill Country Estates and Cottonwood Acres North Additions shall not be < 200 feet ; lots adjacent to Hackberry Lane shall not have frontage on Hackberry Lane. < 200 feet; minimum lot size of one acre.
  - (ii) Lot frontage for lots adjacent to Hackberry Lane shall not be less than 200 feet.



**3. Building Materials:**

a. Total Exterior Elevation --- 90% brick, stucco, stone, or masonry, exclusive of windows, doors, gables and trim.

b. Any Single Elevation --- not less than 75% brick, stucco or stone, on any one elevation, exclusive of windows, doors, gables and trim.

**4. Minimum Living Area** — Minimum 3000 square feet (air conditioned) on all lots.

**5. Outbuildings** – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must comply with "Building Materials" requirement(s). Must be located behind the primary residence on the lot. Outbuildings do not include accessory dwellings, which require a special use permit from the City.

**6. Fencing** – wrought iron or rail fencing per City of Parker ordinances.

**7. Utilities** – All utilities shall be installed underground.

**8. Mailboxes** - to be constructed of brick or stone material and located at the edge of street.

**9. Other Standards** – Unless addressed hereinabove, development must comply with the requirements of the City's SFT zoning district and Subdivision Ordinance in effect on the Effective Date of the Development Agreement.

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**EXHIBIT D**

**Address for Notices**

**If Notice to City of Parker:**

Jeff Flanigan  
5700 E. Parker Road  
Parker, Texas 75002

**with a copy to:**

James E. Shepherd  
Shepherd Law Firm  
1901 N. Central Expressway, Suite 200  
Richardson, Texas 75080

**If Notice to Property Owner:**

Geneva Partners, Ltd.  
4925 Greenville Ave., Suite 1020  
Dallas, Texas 75206

**If Notice to Developer:**

Warner Land Advisors, Ltd  
4925 Greenville Ave., Suite 1020  
Dallas, Texas 75206  
Attn: Stephen L. Sallman

**with a copy to:**

Sims, Moore, Hill and Gannon, LLP  
P.O.Box 1096  
Hillsboro, Texas 76645  
Attn: Jack Gannon

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Exhibit A

TRACT 1A

BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, city of Parker, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Chih-Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File No. 92-0029270 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron pin found with a red cap at the Northeast corner of the subject tract same being the Southeast corner of a tract of land conveyed to Geneva Partners, Ltd. according to the deed recorded in Volume 5874, Page 2850 (DRCCT), said point being the Southwest corner of a tract of land conveyed to Tareef Jarjour et al according to the deed recorded in Volume 2147, Page 41 (DRCCT), and further being the Northwest corner of a tract of land conveyed to Douglas F. Williams according to the deed recorded in Volume 1463, page 303 (DRCCT);

THENCE, S 00 degrees 34 minutes 37 seconds W, along the West line of said Williams Tract, a distance of 458.31 feet to a 1" iron pipe found at the Southwest corner of said Williams Tract;

THENCE, S 00 degrees 44 minutes 55 seconds W, along the West line of a tract of land conveyed to Plano Independent School District according to the deed recorded in Volume 5571, Page 4618 (DRCCT), a distance of 850.24 feet to a point for corner;

THENCE, S 89 degrees 58 minutes 09 seconds W, along a North line of said Plano Independent School District Tract passing a wood fence corner post found at the Northwest corner of said Plano Independent School District Tract at a distance of 30 feet and continuing along the North line of a tract of land conveyed to Geoffery L. Condren according to the deed recorded in County Clerk's File No. 94-0015084 (DRCCT), a total distance of 387.33 feet to a wood fence corner post found at the Northwest corner of said Condren Tract, same being in the East line of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in Volume 6, page 84 (DRCCT);

THENCE, N 00 degrees 38 minutes 33 seconds E, along the East line of said Cottonwood Acres North, passing a 1/2" iron pin found on line at a distance of 129.68 feet, continuing a total distance of 1305.51 feet to a 5/8" iron pin found at the northeast corner of said Cottonwood Acres North, same being in the South line of said Geneva Partners, Ltd tract;

THENCE, N 89 degrees 31 minutes 21 seconds E, along the South line of said Geneva Partners, Ltd tract, a distance of 388.43 feet to the PLACE OF BEGINNING with the subject tract containing 507,485 square feet or 11.6503 acres of land.



Exhibit A

TRACT 1B

BEING a tract of land situated in the Thomas Estes Survey, Abstract No. 298, City of Parker, Collin County, Texas the subject tract being a portion of a tract of land conveyed to Billy Joe Donihoo according to the deed recorded in County Clerk's File Number 97-0009145 and Volume 2450, Page 438 of the Deed Records of Collin County, Texas (DRCCT), the subject tract being more particularly described as follows;

BEGINNING at a "PK" nail set in the approximate center line of Hackberry Lane, same being the Southwest corner of a tract of land conveyed to Mark Matheney according to the deed recorded in County Clerk's File Number 97-0021137 (DRCCT), from said "PK" nail a 1/2" iron pin found bears North 10 degrees 04 minutes 23 seconds East, a distance of 203.03 feet;

THENCE, North 89 degrees 59 minutes 26 seconds East, along the South line of said Matheney Tract, a distance of 1305.95 feet to a 1/2" iron pin found at corner;

THENCE, North 01 degrees 42 minutes 02 seconds East, along the East line of said Matheney Tract, a distance of 200.76 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 1/2" iron pin found bears North 04 degrees 25 minutes 45 seconds West, a distance of 2.94 feet;

THENCE, North 89 degrees 58 minutes 50 seconds East, passing a 1/2" iron pin found on line at a distance of 2696.05 feet and continuing a total distance of 2716.10 feet to a 1/2" iron pin with a yellow cap stamped Precise Land Surveying found at corner, from which a 1/2" iron pin found bears North 42 degrees 39 minutes 18 seconds West, a distance of 1.19 feet;

THENCE, South 00 degrees 32 minutes 01 seconds West, along the West line of Parker Estates, an addition to the City of Parker according to the file plat recorded in Cabinet A, Page 198 (DRCCT), a distance of 727.24 feet to a 1/2" iron pin found at corner;

THENCE, South 00 degrees 53 minutes 21 seconds West, along the West line of a tract of land conveyed to Tareef Jarjour et, al, according to the deed recorded in Volume 2147, Page 41 (DRCCT), a distance of 636.64 feet to a 1/2" iron pin with a red cap found at the Southwest corner of said Jarjour Tract and the Northwest corner of a tract of land conveyed to Douglas P. Williams according to the deed recorded in Volume 1463, Page 303 (DRCCT), same being the Northeast corner of a tract of land conveyed to Chieh Chen and Sherry K. Chern according to the deed recorded in County Clerk's File Number 92-0029270 (DRCCT);

THENCE, South 89 degrees 31 minutes 21 seconds West, along the North line of said Chen Tract, a distance of 388.43 feet to a 1/2" iron pin found at the Northeast corner of Cottonwood Acres North, an addition to the City of Parker according to the file plat recorded in Volume 6, Page 84 (DRCCT);



Exhibit A (Continued)

THENCE, North 89 degrees 29 minutes 17 seconds West, along the North line of said Cottonwood Acres North, a distance of 1604.36 feet;

THENCE, South 00 degrees 39 minutes 53 seconds West, a distance of 3.96 feet to the Northeast corner of Windmill Country Estates, an addition to the City of Parker according to the file plat recorded in Volume 10, Page 27 (DRCCT);

THENCE, South 89 degrees 44 minutes 29 seconds West, along the North line of said Windmill Country Estates, and towards the South side of Donihoo Lane, a distance of 2026.43 feet to a 1/2" iron pin found at the Northwest corner of said Windmill Country Estates;

THENCE, North 86 degrees 17 minutes 09 seconds West, a distance of 25.01 feet;

THENCE, North 01 degree 36 minutes 54 seconds East, along the approximate center line of said Hackberry Lane, a distance of 1162.81 feet to the PLACE OF BEGINNING with the subject tract containing 5,226,264 square feet or 119.9785 acres of land.





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Police Department/ Chief Rushing
Fund Balance-before expenditure:	Prepared by: Investigator Kenneth Price
Estimated Cost: \$2200.00 Annually	Date Prepared: March 26, 2015
Exhibits:	1) Resolution 2) Proposed Agreement

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015- 472 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PLANO, THE CITY OF ALLEN AND THE CITY OF PARKER PROVIDING FOR RADIO SERVICES FOR POLICE DISPATCH SERVICES [RUSHING]

### SUMMARY

Agreement to allow the Police Department to be placed on the PAWM radio system for communications capabilities with the Parker Police Department and surrounding communities. Will provide better communication qualities and digital capabilities in compliance with Federal Mandates for 2017-2018.

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	4-2-15
City Attorney:		Date:	
City Administrator:		Date:	4/2/15



**RESOLUTION NO. 2015-472**

*(PD Radio System Services)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PLANO, THE CITY OF ALLEN AND THE CITY OF PARKER PROVIDING FOR RADIO SERVICES FOR POLICE DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS** Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

**WHEREAS**, the Parker City Council has reviewed an interlocal cooperation agreement by and between the City of Plano, the City of Allen and the City of Parker, entitled "First Modification of Interlocal Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms thereof are in the best interests of the City and should be approved;

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

**SECTION 1.** The terms of the Agreement are approved.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the \_\_\_\_th day of April, 2015.

**CITY OF PARKER**

By:

\_\_\_\_\_  
Z Marshall  
Mayor



**ATTEST:**

\_\_\_\_\_  
Carrie Smith  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd  
City Attorney

PROPOSED



THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano,
	§	City of Allen and City of Parker
	§	2015-107-I
COUNTY OF COLLIN	§	

**THIS FIRST MODIFICATION OF** Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, the **CITY OF ALLEN, TEXAS**, a municipal corporation (hereinafter "Allen"), and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter "Parker"). Plano and Allen are sometimes collectively referred to as "Cities."

**WITNESSETH:**

**WHEREAS**, Cities and Parker entered into an Interlocal Agreement on December 7, 2010 (hereinafter "Agreement") for the use of the Allen and Plano Radio Communications System (hereinafter "System"); and

**WHEREAS**, Cities and Parker desire to amend such Agreement in certain respects as set forth herein in this First Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **section III. OBLIGATIONS OF CITIES sub-section 3.01** is hereby modified to read in its entirety as follows:

**"III. OBLIGATIONS OF CITIES**

**3.01** The Cities will lease to Parker three (3) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano."



### ACKNOWLEDGMENTS

STATE OF TEXAS           §  
                                  §  
COUNTY OF Collin     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by Z. Marshall, (Authorized representative) Mayor (Title) of **CITY OF PARKER, TEXAS**, a general-law municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, (Authorized representative) \_\_\_\_\_ (Title) of **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



**IN WITNESS WHEREOF**, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**CITY OF PARKER, TEXAS**

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
Name: Z Marshall  
Title: Mayor

**CITY OF ALLEN, TEXAS**

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER



## Council Agenda Item



Budget Account Code: 1-20-6450	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Police Department
Fund Balance-before expenditure:	Prepared by: Investigator Kenneth Price
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	1) Resolution 2) Proposed Agreement

**AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-473 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES [RUSHING]

**SUMMARY**

Dispatch Services – Will provide local interoperability with Fire Department and surrounding agencies and includes Emergency Medical Dispatch (EMD) Services to our citizens and provides better communication qualities and digital capabilities.

**POSSIBLE ACTION**

Approve, Table, Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	4-2-15
City Attorney:		Date:	
City Administrator:		Date:	4/2/15



**RESOLUTION NO. 2015-473**

(Police Dispatch Services)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.**

**WHEREAS** Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

**WHEREAS**, the Parker City Council has reviewed an interlocal cooperation agreement by and between the City of Parker and the City of Murphy, entitled "Interlocal Police Dispatch Services Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms thereof are in the best interests of the City and should be approved;

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

**SECTION 1.** The terms of the Agreement are approved.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Texas on this the \_\_\_\_th day of April, 2015.

**CITY OF PARKER**

By: \_\_\_\_\_

Z Marshall  
Mayor



**ATTEST:**

\_\_\_\_\_  
Carrie L. Smith  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd  
City Attorney

PROPOSED



## INTERLOCAL POLICE DISPATCH SERVICES AGREEMENT

This Agreement is made between the CITY OF MURPHY, TEXAS, a municipal corporation (hereinafter referred to as "Murphy"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker").

### RECITALS

1. The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof.
2. Murphy and Parker are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens.
3. Murphy, through the Murphy Police Department, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel. Parker desires to obtain dispatch services from Murphy at a fee. Therefore, Murphy and Parker, consideration of the recitals set forth above and terms and conditions below, agree as follows:

### I. TERM

- 1.01 **PRORATED TERM:** Initially, this Agreement will have a "prorated term" beginning on the first day of the month subsequent to the date of the final signature on this Agreement. The prorated term will then end on September 30, 2015, and thereafter, the regular term will begin as provided in 1.02 below.
- 1.02 **ANNUAL TERM:** The term of this Agreement is for a period of one (1) year, beginning on October 1, 2015, and ending on September 30, 2016, with an optional one (1) year automatic renewal for five (5) subsequent years, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Murphy or



Parker, as set forth hereafter, this Agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2021.

- 1.03 TERMINATION:** Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

## **II. OBLIGATIONS OF MURPHY**

- 2.01 POLICE DISPATCH SERVICES:** Murphy, via the Murphy Police Department (MPD) Operations Center, will provide normal and emergency telecommunicating services, to include normal computer aided dispatch (CAD) related records keeping to the Parker Police Department (PPD). Murphy agrees to provide 24/7/365 dispatch services to Parker in the same manner and under the same work schedule as such services are provided in the operation of MPD. Murphy makes no guarantees as to levels of service beyond its ability to provide services depending upon conditions and demand.

MPD will provide PPD standard and customized CAD reports every month, provided MPD can do so without incurring costs for report customizations or queries. Services shall include TLETS/NLETS services.

- 2.02 COMMUNICATIONS:** The primary Public Safety Answering Point (PSAP) for Parker shall be MPD. All Parker residents will be able to speak with an MPD dispatcher as necessary and calls assessment and dispatching services will be provided. MPD will dispatch PPD on MPD primary channel along with MPD units.

## **III. OBLIGATIONS OF PARKER**

- 3.01 COMMUNICATIONS:** Parker shall utilize its own radio hardware. Parker shall ensure that all PPD radios will operate on the Plano, Allen, Wylie, Murphy (PAWM) system and



in particular with the MPD radio system. Prior to MPD being able to provide dispatch services to PPD, other members of the PAWM radio system would have to agree.

- 3.02 AGREEMENTS WITH OTHER ENTITIES:** Parker shall be responsible for maintaining a current Interlocal Agreement with Plano Radio during the terms of this Agreement. Any fee payments associated with agreements between Parker and other entities for dispatch services, such as Plano Radio, will remain the sole responsibility of Parker.

#### **IV. NONEXCLUSIVITY OF SERVICE**

The parties agree that Murphy may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as Murphy, in its sole discretion, sees fit.

#### **V. FEES**

- 5.01 DISPATCH SERVICE CHARGES FOR PRORATED TERM:** Payment for the prorated term shall be made before the beginning of that term, as specified in Section 1.01 of this Agreement. The total payment due will be the total number of months in the prorated term multiplied by \$2,083.33.
- 5.02 DISPATCH SERVICE CHARGES FOR ANNUAL TERM:** The dispatch service charges in the amount of \$25,000 for the first year shall be paid by Parker to Murphy by October 31, 2015. The dispatch service charge for subsequent years will be determined based on an analysis of Parker generated calls for the prior year. If dispatch service charges increase, Murphy shall provide Parker written notice of the increase by September 1 of each year.



**5.03 PAYMENT UPON EARLY TERMINATION:** If this Agreement is terminated prior to the conclusion of a term for which payment has been made pursuant to Sections 5.01 or 5.02 of this Agreement, Murphy shall refund a prorated amount to Parker for the months remaining in the term.

**5.04 SOURCE OF PAYMENT:** Parker agrees dispatch services payments required under this Agreement shall be made out of Parker's current revenues.

**5.05 PAYMENTS DUE:** Parker agrees to pay Murphy the Annual Fees under Section 5.02 by October 31 of each fiscal year for the duration of this agreement.

#### **VI. RELEASE AND HOLD HARMLESS**

**EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.**

#### **VII. IMMUNITY**

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available



## VIII. AMENDMENT

## IX. VENUE

## X. NOTICES

(B) City of Parker City of Parker



Police Chief  
5700 East Parker Road  
Parker, Texas 75002

City Administrator  
5700 East Parker Road  
Parker, Texas 75002

#### **XI. CAPTIONS**

The section headings in this Agreement have been inserted for reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

#### **XII. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

#### **XIII. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party ninety (90) days written notice.

#### **XIV. SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

#### **XV. OBLIGATIONS OF CONDITION**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.



## **XVI. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT**

Murphy and Parker have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

## **XVII. PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the services to be provided under this Agreement.

**EXECUTED** on the dates indicated below:

City of Murphy, Texas

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

City of Parker, Texas

BY: \_\_\_\_\_

Z Marshall, Mayor

DATE: \_\_\_\_\_





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Mayor Pro Tem Levine
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: March 26, 2015
Exhibits:	

### AGENDA SUBJECT

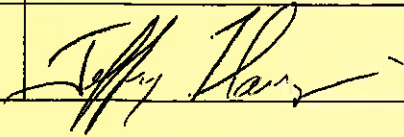
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE 2015  
PLANNING SESSION [LEVINE]

### SUMMARY

Discussion on dates

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4/2/15





## Council Agenda Item

Budget Account Code:	Meeting Date: April 7, 2015
Budgeted Amount:	Department/ Requestor: Police Department
Fund Balance-before expenditure:	Prepared by: Investigator Kenneth Price
Estimated Cost:	Date Prepared: 04/01/2015
Exhibits:	1) 2014 Report

### AGENDA SUBJECT

ACCEPTANCE OF POLICE DEPARTMENT RACIAL PROFILING REPORT 2014.  
 [RUSHING]

### SUMMARY

Annual Report

### POSSIBLE ACTION

Accept annual report

Inter - Office Use			
Approved by:		Date:	4-2-15
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	Jerry Flay	Date:	4/2/15





## **Parker Police Department**



### **Memorandum**

**TO: Honorable Mayor,  
Honorable Mayor Pro Tem  
Distinguished Council Members**

**FROM: Bill Rushing  
Chief of Police**

**SUBJECT: Racial Profiling Report 2014**

**DATE: 03/13/2015**

#### **Honorable Mayor and Distinguished Members of the Parker City Council,**

As you are aware, the Texas Code of Criminal Procedures prohibits racial profiling and requires the collection of data related to motor vehicle stops. It further requires the development and adoption of a policy to clearly define and strictly prohibited racial profiling. Also required is a process for public education relating to complaint processes and to allow individuals to file a complaint if it is believed racial profiling has occurred.

As required by the Texas Code of Criminal Procedures, the Parker Police Department has adopted Special Order 500, titled Racial Profiling, which fulfills the requirements of State House Bill 3389. In addition your Police Department developed Special Order 300 that specifies a process on "How to file a complaint against a Police Officer", as well as collecting and reviewing data related to motor vehicle stops for the purpose of identifying and responding to complaints and/or concerns regarding Racial Profiling.

The Parker Police Department is required to report those findings to the City Council on an annual basis. Specific data contained in this report is also required to be reported to the Texas Commission on Law Enforcement (TCOLE) on or before March 1<sup>st</sup> of every year. However, this year the states reporting system experienced malfunctions and the deadline for reporting was extended to March 30, 2015.

The required information to be reported to TCOLE includes the number of motor vehicle stops, race or ethnicity, was the races known prior to the stop, was a search conducted, was the search consented and if the individual was a resident or not of the reporting agency city.

Police Officers conduct motor vehicle stops as part of their duties. Departmental vehicles used to perform those stops are equipped with video and audio recording equipment. Since all vehicles are equipped with the audio/video equipment, a partial reporting exemption is claimed. The partial exemption is known as a Tier 1 exemption.





## Parker Police Department



### Memorandum

Due to the Tier 1 reporting requirements, motor vehicle stop data is reviewed on a monthly basis, for the purpose of monitoring officer compliance. Random video reviews of Officer contacts are done to ensure compliance with applicable laws and for any evidence of racial profiling. As part of Special Order 500, we have mandated a review process (PPD-009) by the Patrol Division personnel, as well as a monthly review, as a part of the Internal Affairs function that is recorded on PPD-(009A), which assures quality control of the processes that are being met.

Data regarding motor vehicle stops was compiled throughout the year using Brazos Technology/Crime Star software and a review of the data began in January 2014. During review of all information available, it appears your Police Department is in compliance with departmental policies and procedures, as well as applicable state and federal laws regarding our contacts with individuals.

There are no new reporting law requirements for the 2014 reporting period. All personnel were trained on Departmental policy specific to Racial Profiling and there were no complaints of racial profiling received during the 2014 calendar year.

Mayor, by reporting this information to you, the Council and TCOLE (Texas Commission on Law Enforcement) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedures and State House Bill 3389.

Should you or the Council have any question(s), suggestion(s) or in need of any clarification, please contact Investigator Kenneth Price or myself.

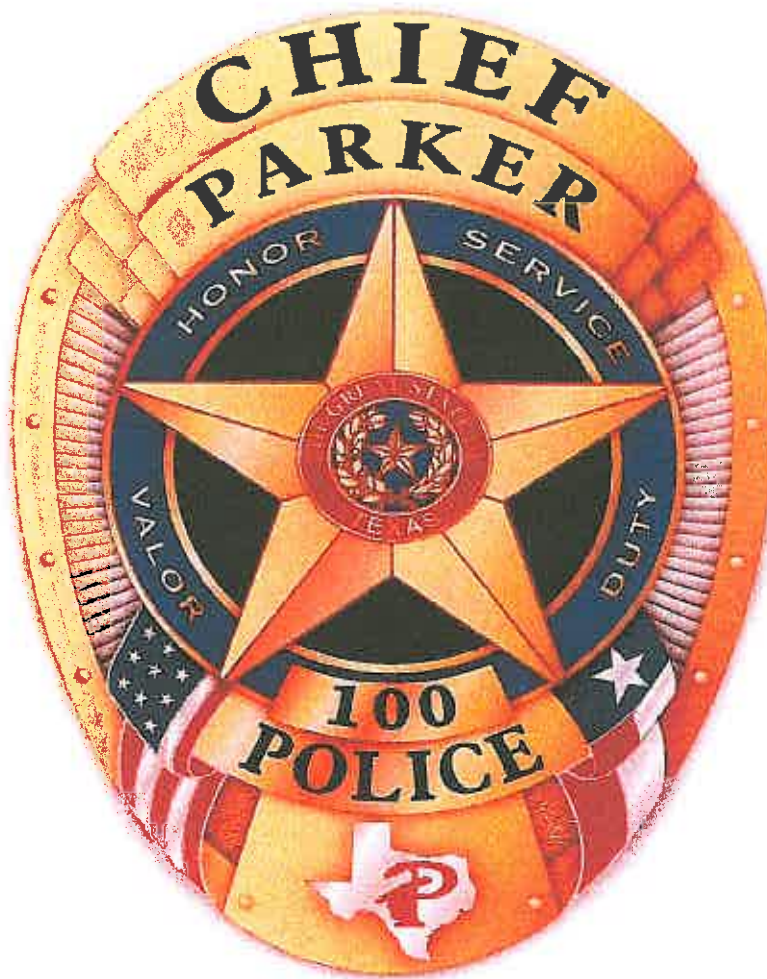
Yours in Law Enforcement,

A handwritten signature in black ink, appearing to read 'Bill Rushing', with a large loop at the end.

**Bill Rushing**  
Chief of Police

Cc: Jeff Flanagan  
Carrie Smith  
Johnna Boyd  
Jim Shepherd





**Parker Police Department**

**Racial Profiling Report**

**2014**

**March 1, 2015**



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## **Texas Code of Criminal Procedure**

### ***Article 2.131-2.132***

- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
  - Race of the individual
  - Whether a search was conducted
  - Whether the search was consensual
  - Whether the officer knew the race of the individual being stopped prior to the stop
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement and the Parker City Council



### **Art. 2.131. Racial Profiling Prohibited.**

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

### **Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.**

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:



- (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the Chief Administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the Texas Commission on Law Enforcement; and
  - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.



- (g) On a finding by the Texas Commission on Law Enforcement that the Chief Administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the Chief Administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.



## **Texas Code of Criminal Procedure**

### ***Article 2.133-2.136***

- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is not required
- Parker Police Department is exempt from Tier 2 reporting due to use of video cameras in police vehicles



**Art. 2.133. Reports Required for Motor Vehicle Stops**

- (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
  - (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
    - (A) the person's gender; and
    - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
  - (2) the initial reason for the stop;
  - (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
  - (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
  - (5) the reason for the search, including whether:
    - (A) any contraband or other evidence was in plain view;
    - (B) any probable cause or reasonable suspicion existed to perform the search; or
    - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
  - (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
  - (7) the street address or approximate location of the stop; and
  - (8) whether the officer issued a written warning or a citation as a result of the stop.



Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

**Art. 2.134. Compilation and Analysis of Information Collected**

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the Chief Administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about



an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

- (e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (g) On a finding by the Texas Commission on Law Enforcement that the Chief Administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the Chief Administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 27, eff. September 1, 2009.

#### **Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.**

- (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the Chief Administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
  - (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
    - (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and
    - (B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or



- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2009.  
 Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.



# Parker Police Department

Special Order 500 (Revised 03/10/2015)

- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review



## **2014 Data Composition**

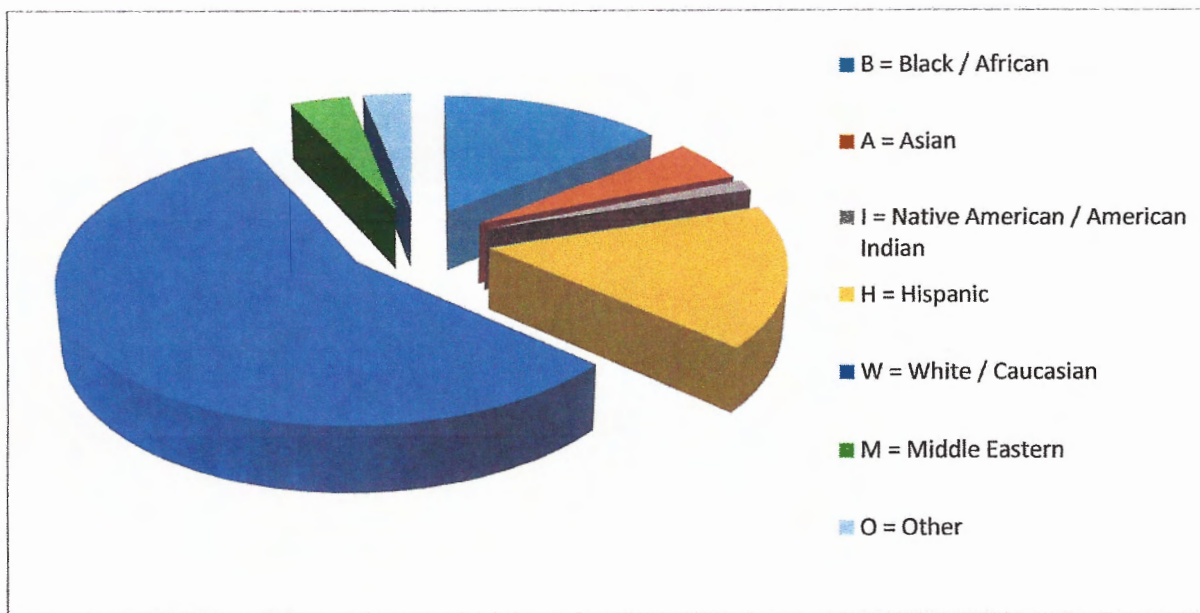
The Parker Police Department provides police services to the City of Parker. The data included in this report is from all traffic related contacts made by the Parker Police Department.

Parker Police Contacts	397
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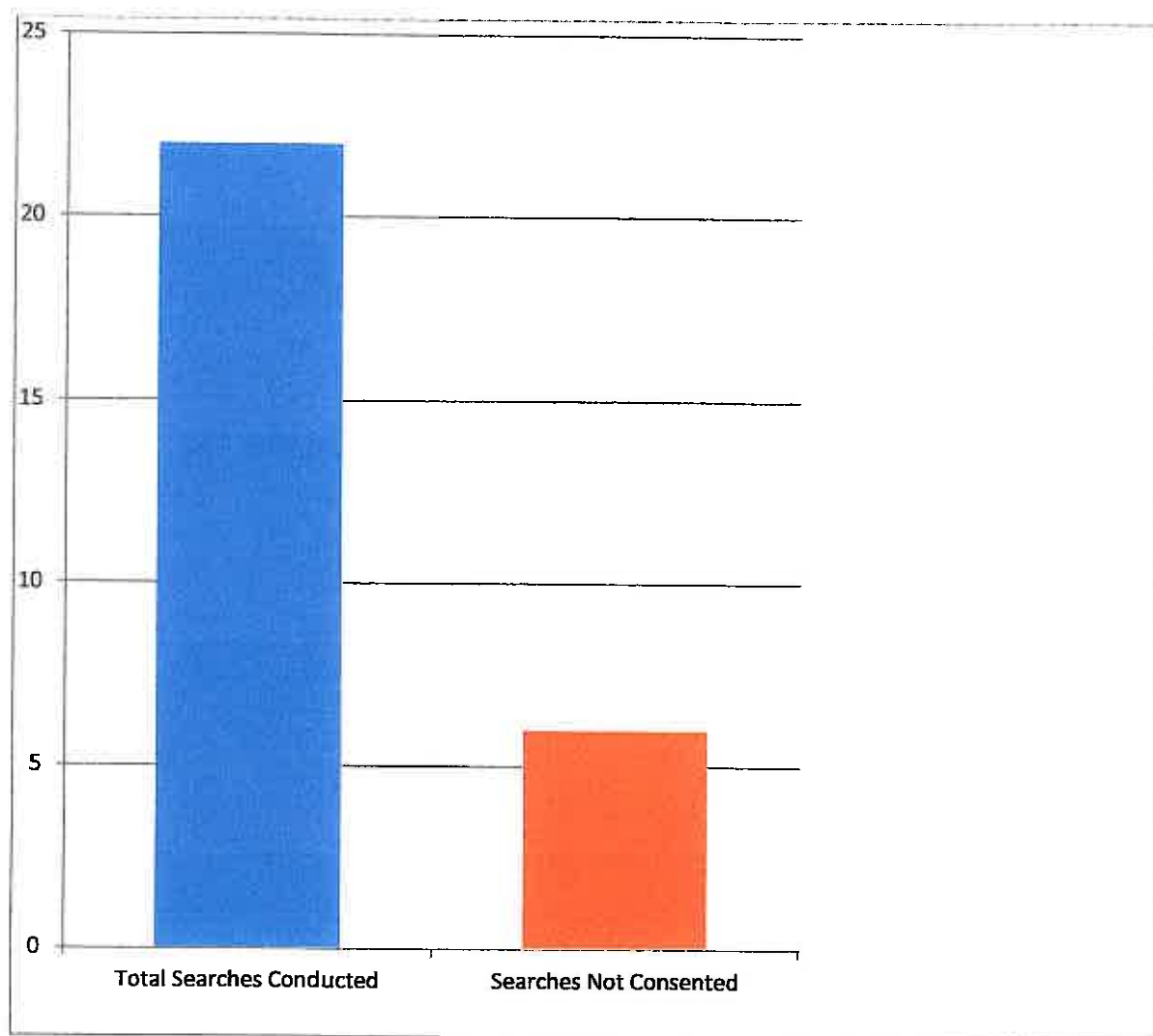
## Race or Ethnicity

B = Black / African	56
A = Asian	19
I = Native American / American Indian	5
H = Hispanic	65
W = White / Caucasian	225
M = Middle Eastern	15
O = Other	12
U = Unknown	0
Total Contacts	397



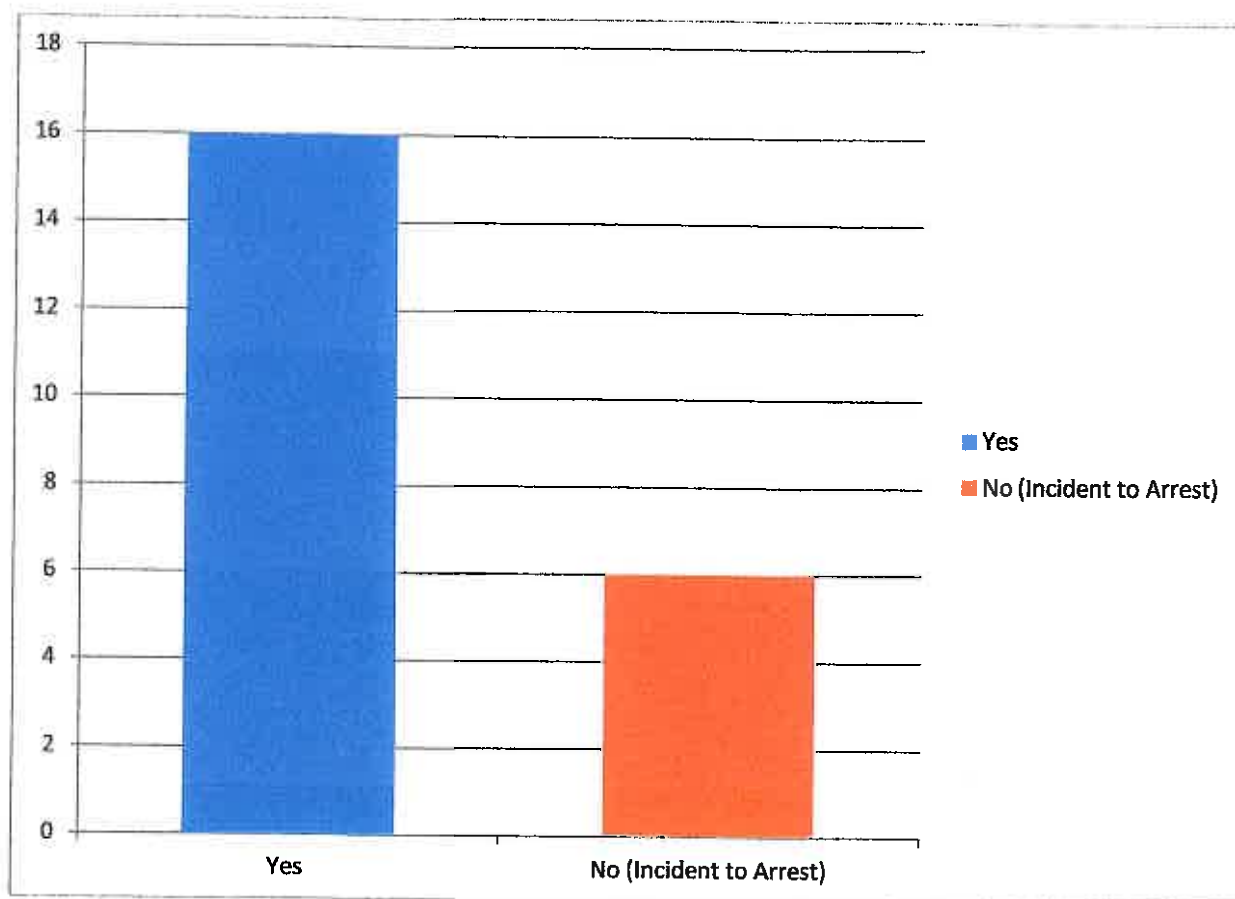


Total Searches Conducted	22
Searches Not Consented	6





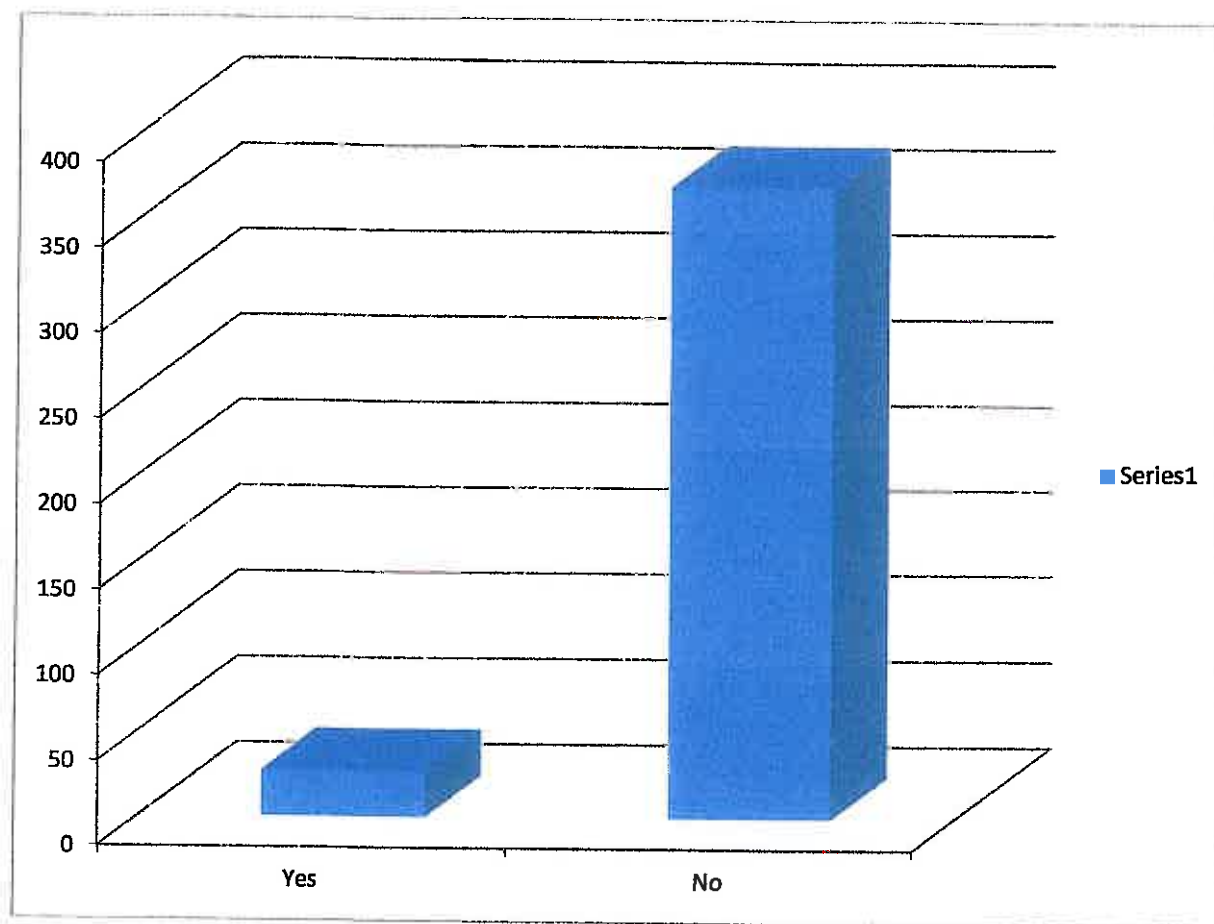
Total Searches	22
Yes	16
No (Incident to Arrest)	6





## Race or Ethnicity Known Prior to Stop

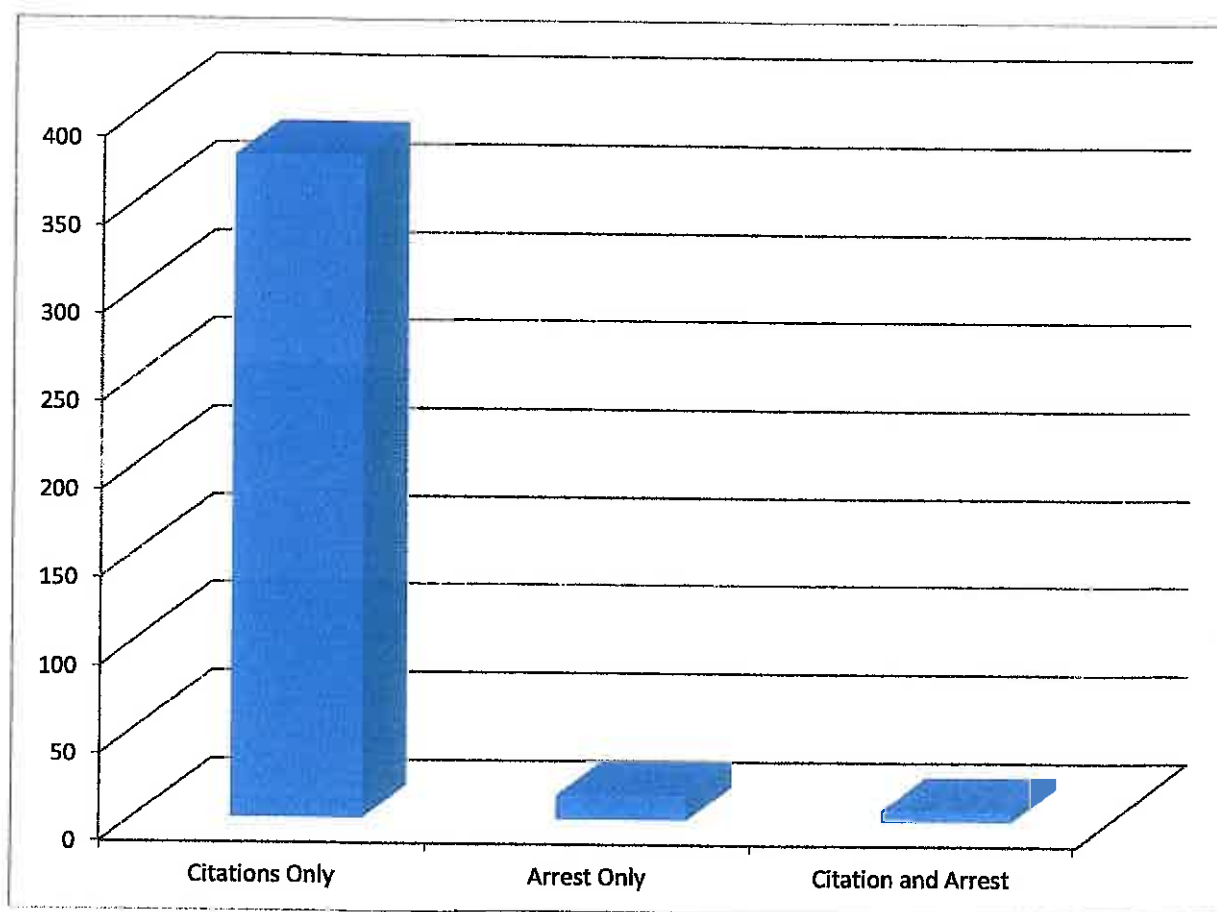
Yes	27
No	370
Total	397





## Number of Motor Vehicle Stops

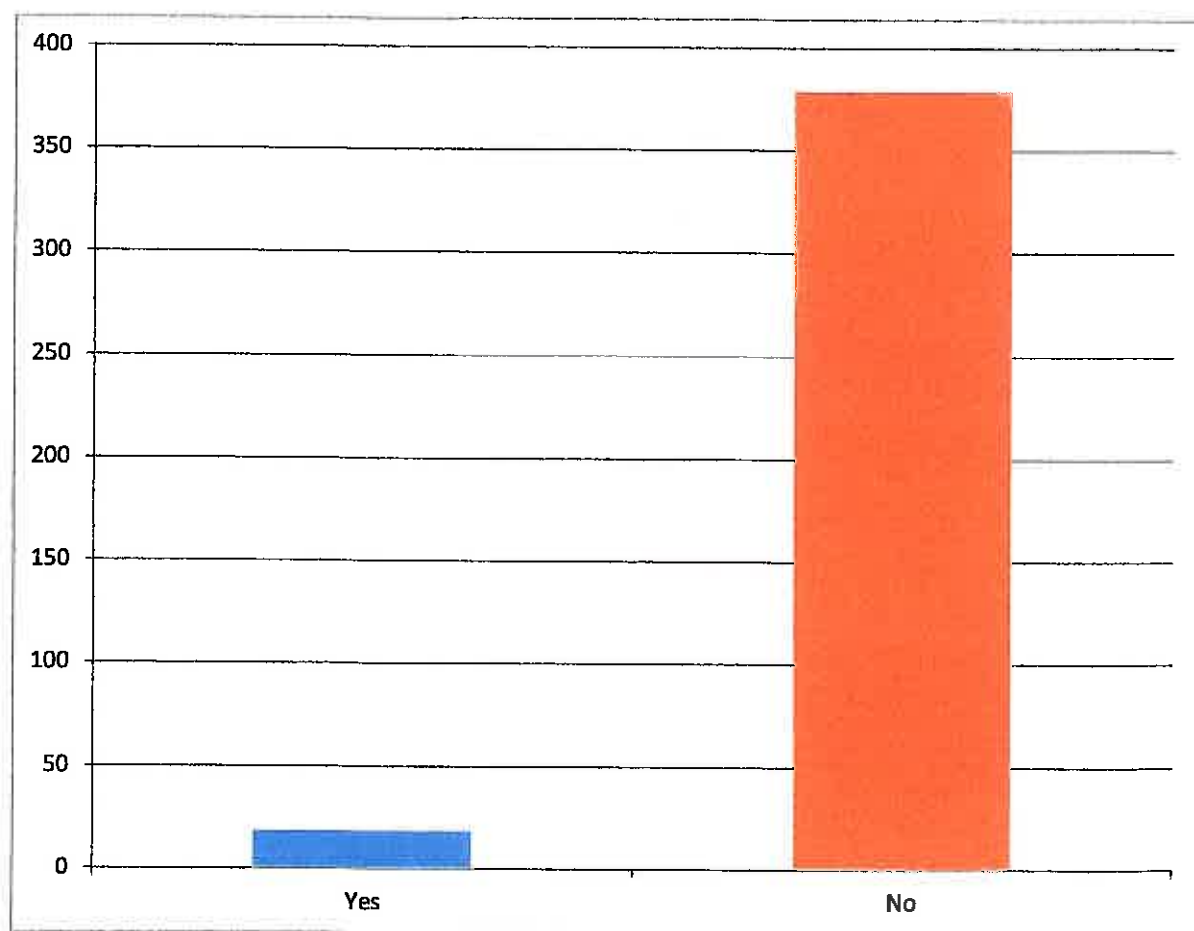
Citations Only	377
Arrest Only	14
Citation and Arrest	6
Total	397





## Resident Yes or No

Yes	18
No	379





# 2014 Racial Profiling Report

## TCOLE Submission

### Parker Police Department

#### Number of Motor Vehicle Stops

1.	377	Citations only
2.	14	Arrest only
3.	6	Citations and Arrests

4. 397 Total

#### Race or Ethnicity

5.	56	African
6.	19	Asian
7.	225	Caucasian
8.	65	Hispanic
9.	15	Middle Eastern
10.	5	Native American
10.a	12	Other
10.b	0	Unknown

11. 397 Total

#### Race or Ethnicity known prior to stop?

12.	27	Yes
13.	370	No

14. 397 Total

#### Search conducted?

15.	22	Yes
16.	375	No

17. 397 Total

#### Was search consented?

18.	16	Yes
19.	6	No

20. 22 Total



**CITY COUNCIL  
FUTURE AGENDA ITEMS**

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2015</b>			
April 21, 2015	Department Reports		
April 21, 2015	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
April 21, 2015	Asian American Month Proclamation by Mayor	Marshall	Recognition Item - Wei Wei Jeang
TBD	Preliminary Plat Southridge Est Ph 3		Haynes
TBD	Landscape agreement with TXDoT on Hogge Road	Shepherd	
TBD	Create a comprehensive zoning ordinance review committee	Council	discussion requested 3/17
TBD	Create a Subdivision Regulations Review Committee	Council	discussion
TBD	Fire Department Building Modification	Levine	Tabled at 3/17 meeting
TBD	Discuss what materials may be transported through the City	Pettle	discussion
May 5, 2015	Solid Waste Contract		<a href="#">Allied Contract Expires 12/2015 - Termination date 10/2015</a>
June 1, 2015	Canvass May Election	City Secretary	Annual
June 1, 2015	<a href="#">Personnel Committee</a>	Council	Res. 2013-410
July 1, 2015	2015 Police Dispatch with Collin County	Police	Exp. 9/30/2015
July 1, 2015	2015 Jail Service Agreement	Police	Exp. 9/30/2015



**CITY COUNCIL  
FUTURE AGENDA ITEMS**

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
Jan., Apr., July., Oct,	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
July 1, 2015	<a href="#">DPS Co-op Agreement</a>	Police	Resolution 2013-422 8/31/2015
September 30, 2015	<a href="#">Review Curfew Ordinance 594</a>	Police	Reviewed and no changes made in 2012
September 30, 2015	<a href="#">2010-308 Fire and Emergency Dispatch with Plano</a>	Fire	Law requires review every five years.
September 30, 2015	<a href="#">2010-307 Fire Radio Use Agreement with Plano and Allen</a>	Fire	
October 1, 2015	Breast Cancer Awareness Month		Proclamation
November 1, 2015	Board Appointments	Ordinance	Annually in November
November 1, 2015	Diabetes Awareness Month		Proclamation