



## AGENDA

### CITY COUNCIL MEETING

**APRIL 21, 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 21, 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 Donahoo 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 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 APRIL 7, 2015 [SMITH]
5. CANCEL MAY 5, 2015 REGULAR MEETING DUE TO EARLY VOTING. [MARSHALL]
6. ACCEPTANCE OF A DONATION OF TWO PICNIC TABLES FROM THE PARKER WOMEN'S CLUB. [FLANIGAN]
7. DEPARTMENT REPORTS – ANIMAL CONTROL, POLICE, BUILDING, COURT, WEBSITE

#### **INDIVIDUAL CONSIDERATION ITEMS**

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE FORM OF ORDINANCE 726 ZONING CHANGE ON 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, DONIHOO FARMS TRACTS 2 AND 3 [SHEPHERD]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-471 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE FORM 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, DONIHOO FARMS [SHEPHERD]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR SOUTHRIDGE ESTATES PHASE 3; BEING 50± ACRES GENERALLY LOCATED SOUTHWEST OF CURTIS LANE AND LEWIS LANE [P&Z]

11. 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]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-474 APPROVING BIDS FOR ESTATE LANE PROJECT. [FLANIGAN]

## ROUTINE ITEMS

13. FUTURE AGENDA ITEMS
14. STAFF UPDATE - COMPUTER SERVER [BOYD]
15. 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 17, 2015 by 5:00 p.m. at the Parker City Hall.

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Date Notice Removed

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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 21, 2015
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: April 16, 2015
Exhibits:	1. Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 7, 2015 [SMITH]

### SUMMARY

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Carrie R. Smith</i>	Date:	4/16/15
City Attorney:		Date:	
City Administrator:	<i>Terry Hay</i>	Date:	4/17/15

**MINUTES**  
**CITY COUNCIL MEETING**  
**April 7, 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 Marshall called the meeting to order at 5:30 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

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

**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.**

Mayor Marshall recessed the regular meeting at 5:30 p.m.

- 2. RECONVENE REGULAR MEETING.**

Mayor Marshall reconvened the regular meeting at 7:01p.m.

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

No action was taken.

## PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Eleanor Evans led the pledge.

TEXAS PLEDGE: John Barber 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.

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

Amendments:

Page 3, right above Item 7: Correction: Stone, Standridge and Pettle voted for; Levine and Taylor against.

Page 3: Item 7 second paragraph: 1000 packets (file of life) not 3000.

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

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

## 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]

A portion of Donhoo Lane is located in Collin County and after working with Collin County's Public Works Department staff recommends asking the Commissioners Court to use remaining bond funds from the McCreary Road project to pay Parker's portion of the reconstruction, which is approximately \$80,000. Upon City Council's approval a letter requesting approval by Commissioners Court will be sent to the County. If the request is denied by Commissioners Court the project will be put back in the City's next fiscal budget.

**MOTION:** Councilmember Taylor moved to approve Resolution 2015-470. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

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]

Planning and Zoning Commission held a public hearing on the zoning request and Commissioner Raney was present to represent the Commission. Commissioner Raney read the draft minutes of the February 12<sup>th</sup> P&Z meeting.

*P&Z February 12, 2015 Minutes:*

*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.*

Mayor Marshall asked Developer Steve Sallman his comments and presentation. (See Exhibit 7A.)

Some changes to the plan were made in response to comments received at the P&Z Public Hearing.

Mayor Marshall opened the public hearing at 7:42 p.m.

- Public comment letters were received by Pat Moorer and Cindy Stachiw in opposition.
- Mike Russell, 6404 Northridge Parkway; representing the Southridge Estates HOA, stated the 93 home owners in Southridge Estates were polled and are in full support to Mr. Sallman's plan and any future plans he proposes with 1-acre lots.
- Karen Pritzker, 4706 Pecan Orchard Drive spoke in favor.
- Chuck Molyneaux, 6618 Estados Drive spoke in opposition.
- Stephanie Casson, 1807 Dublin Road spoke in opposition.
- Hugh Lewis, 3910 Bois d' Arc spoke in favor.
- Cindy Meyer, 6618 Estados Drive spoke in opposition.
- Peter Reisinger, 4300 Wagonwheel Drive spoke in opposition.
- John Phipps, 6504 Northridge spoke in favor.
- Richard Penn, 4511 Pecan Orchard spoke in favor.
- Garland McClendon, 5500 Kara Lane is concerned with drainage issues.
- Kathleen Brooks, 4304 Wagonwheel Drive concurred with Mr. McClendon.

City Administrator Flanigan explained the draining and engineering will be addressed when the developer submits the engineering plans and preliminary plat.

Mayor Marshall closed the public hearing at 8:06 p.m.

Mr. Sallman thanked everyone for their participation in the public hearing.

Council is concerned that a future developer may present a development with larger lots, but lower quality. The general consensus of the Council is the desire for a quality development with smaller lots that will benefit the City.

The developer has worked with the citizens adjacent to the development to address their concerns. The developer is not planning to connect a roadway to Pecan Orchard, a connector will be to the development to the North. The smaller lots will be contained within the development. There will be a connection to the trail system along the creek. Native landscaping will be required in the development to conserve water usage. All community green spaces will be maintained by the home owners association.

**MOTION:** Mayor Pro Tem Levine moved to approve and create an ordinance reflecting the zoning change with the proposed concept plan. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

The form of the ordinance will be brought back to Council at a future meeting for approval.

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]**

**MOTION:** Mayor Pro Tem Levine moved to table this item to a future agenda. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

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]**

\*Council took action on both Items 9 & 10 in a single motion.

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

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]**

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

\* **MOTION:** Councilmember Stone moved to approve Resolutions 472 and 473. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

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

Mayor Pro Tem Levine moved to change the annual planning session to the Fall. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

**ROUTINE ITEMS**

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

**13.FUTURE AGENDA ITEMS**

a. Sallman Development agreement and zoning

**14.ADJOURN**

Mayor Marshall adjourned the meeting at 9:03 pm.

APPROVED:

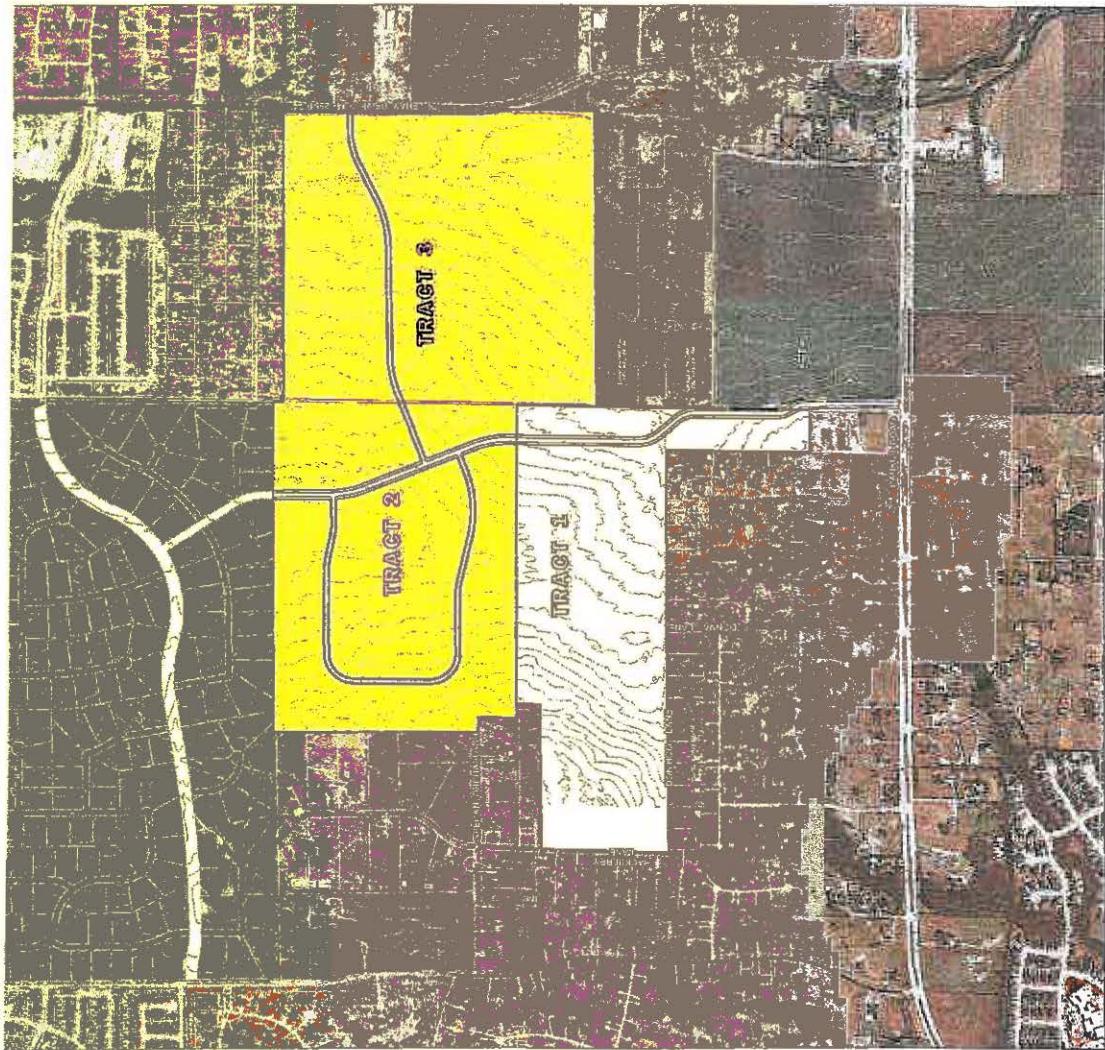
\_\_\_\_\_  
Mayor Marshall

ATTESTED:

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

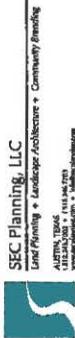
APPROVED on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

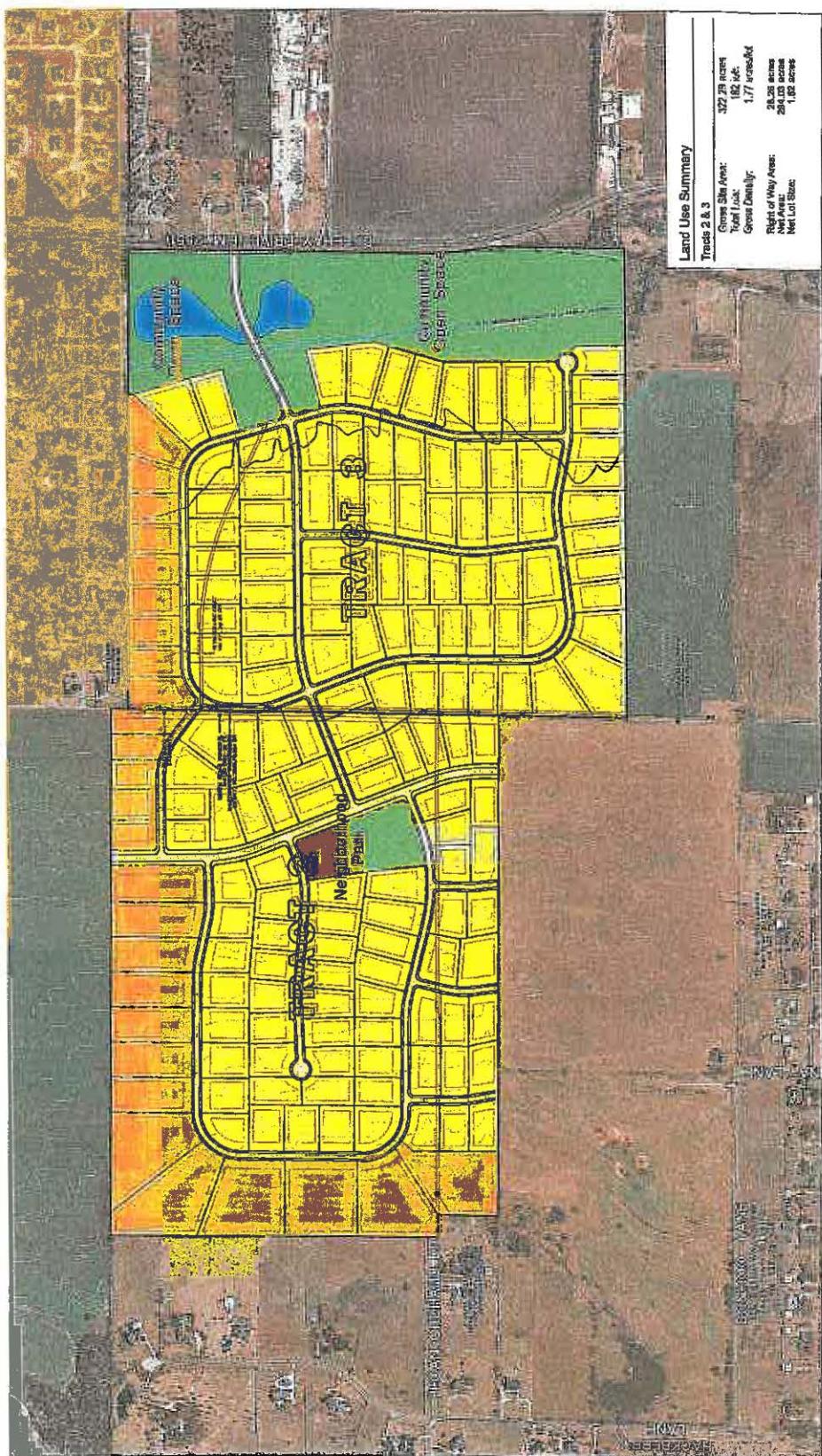
CC 4/1/2015  
Ex 7A



Scale: 1" = 500' Date: March 20, 2015  
Notes: The property is subject to the terms of the Deed of Restriction dated 12/10/2013, recorded in Deed Book 100, Page 111, in the County of Parmer, Texas. The property is subject to any governmental regulations and laws in effect at the time of the sale.

CONCEPTUAL ROADWAY PLAN  
WARNER GROUP, INC.  
PARMER, TEXAS





TRACTS 2 & 3 - CONCEPT PLAN

**DONIHOO FARMS**  
**WARNER GROUP, INC.**  
PARKER, TEXAS

**SEC Planning, LLC**  
Land Planning + Landscape Architects

## **SPECIAL CONDITIONS TO SFT ZONING ORDINANCE**

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

**1.     Uses:**

- a. Residential and accessory uses per SFT Zoning Ordinance
- b. Barns and limited livestock (horses or cows) on Lots > 3 acres (Equestrian Lots)

**2.     Building Regulations:**

- a. Minimum Lot Size: One Acre

- b. Average Lot Size :

- (i) Area: 1.6 acres average net (over 322 acres – not per phase)
- (ii) Width: 150 ft for lots 1.5 acres and greater

- c. Setbacks for all lots:

Front Setback = 50'

Side Setback = 25'

Rear Setback = 30'

Corner Setbacks = 50'

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

e. 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 not be < 175 feet in width with minimum lot size of one acre.

(ii) Tract 3: Lots adjacent to Easy Acres shall not be <175 feet in width; minimum lot size one acre.

f. 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 at least 32 ft. of concrete, and no stamped concrete.

g. Pecan Orchard – No public vehicle access to Pecan Orchard from the subdivision.

h. Except as modified by these Special Conditions, the development of the Property shall comply with the requirements of the City's SFT Zoning District.

## DEVELOPER RESTRICTIONS

### 1. **Building Materials:**

- a. Total Exterior Elevation - 90% brick, stucco, stone or masonry.
- b. Each Elevation – not less than 75% brick, stucco or stone on any one elevation.

### 2. **Minimum Living Space:**

**Tracts 2 & 3**– Min. 3,000 square feet on all lots.

3. **Outbuildings** – Not to exceed 50% of the first floor air conditioned space of the primary residence. Must be located behind the primary residence on the lot. Barns on Equestrian Lots must be approved by the ACC.
4. **Fencing** - Wrought Iron fencing on all lots except Equestrian Lots which may have rail fencing compatible with the house design.
5. **Mailboxes** – Brick or stone material to be installed at edge of street.
6. **Roof** – Minimum front elevation roof pitch of 8:12. Materials to be approved by ACC.
7. **Utilities** – All utilities to be located underground.
8. **Garage Doors** – wood paneled; alternative materials allowed for Equestrian Lots.

**COMPARISON OF WARNER GROUP DEVELOPMENTS**  
**Parker, Texas**

<u>Development</u>	<u>Size, Acres</u>	<u>No. of Lots</u>	<u>Gr. Ac./lot</u>	<u>Net Ac./lot</u>	<u>Year</u>
Brooks Farm	120	74	1.62	1.4	2002
McCreary Creek Estates	78	59	1.33	1.2	2006
Kings Crossing	407	315	1.29	1.0	2007
Proposed Zoning Donihoo Farms	322	182	1.77	1.6	2015

**OTHER DEVELOPMENTS**

Spring Hill 1,2,3		85		1.5	1996
The Knolls	104	61	1.7	1.5	2000
Parker Ranch	443	246	1.8	1.6	2003



## Council Agenda Item

Budget Account Code:	Meeting Date: April 21, 2015
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: April 16, 2015
Exhibits:	

### AGENDA SUBJECT

APPROVAL TO CANCEL MAY 5, 2015 REGULAR MEETING DUE TO EARLY VOTING. [MARSHALL]

### SUMMARY

**May 5<sup>th</sup> Early Voting will be conducted in the City Council Chambers until 7:00 p.m.**

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4/17/15



## Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	April 21, 2015
Budgeted Amount:	N/A	Department/ Requestor:	Parker Women's Club
Fund Balance-before expenditure:	N/A	Prepared by:	City Administrator Flanigan
Estimated Cost:	N/A	Date Prepared:	April 16, 2015
Exhibits:			

### AGENDA SUBJECT

ACCEPT A DONATION OF PICNIC TABLES FOR THE PRESERVE FROM THE PARKER WOMEN'S CLUB. [FLANIGAN]

### SUMMARY

All gifts to the City require formal approval by the City Council.

### POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffy Flanigan</i>	Date:	4/17/15



## Council Agenda Item

Budget Account Code:	Meeting Date: April 21, 2015
Budgeted Amount:	Department/ Requestor: Routine
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: April 16, 2015
Exhibits:	1. March 2015 Department Reports

### AGENDA SUBJECT

DEPARTMENT REPORTS – ANIMAL CONTROL, POLICE, BUILDING, COURT AND WEBSITE

### SUMMARY

### POSSIBLE ACTION

Approve, Table, Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffy Haz</i>	Date:	4/17/15

**ANIMAL CONTROL REPORT**  
MARCH 2015

<b>Call #</b>	<b>Date:</b>	3/3/2015	<b>Caller Remarks:</b>	DEAD DOG nw CORNER GREGORY AND GRAY. CS	
1	<b>Invoice Type:</b>	Service Fee Only		<b>Expected Charge:</b>	\$50.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>	<b>Disposition</b>
	Dead Animal	Murphy Animal Control		No Animal Found	N/A
<b>Call #</b>	<b>Date:</b>	3/10/2015	<b>Caller Remarks:</b>	STRAY DOG IN GARAGE.VG	
2	<b>Invoice Type:</b>	Service Fee + 3 Days		<b>Expected Charge:</b>	\$80.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>	<b>Disposition</b>
	Stray	Murphy Animal Control		Murphy Pick Up	Holding
<b>Call #</b>	<b>Date:</b>	3/11/2015	<b>Caller Remarks:</b>	SAYS HORSE IS EMACIATED AND SHE IS CONCERNED - SHE HAS PICTURES.KC	
3	<b>Invoice Type:</b>	No Charge		<b>Expected Charge:</b>	\$0.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>	<b>Disposition</b>
	Other	City Personnel		Other	Other

<b>Call #</b>	<b>Date:</b>	3/19/2015	<b>Caller Remarks:</b>	REPORT OF 3 EMACIATED CATTLE.VG	
4	<b>Invoice Type:</b>	No Charge		<b>Expected Charge:</b>	\$0.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>	<b>Disposition</b>
	Other	City Personnel		Other	Other

<b>Fiscal Year Budget = \$10,000</b>	
<b>Fiscal Year Charges</b>	
<b>October =</b>	300
<b>November =</b>	477.05
<b>December =</b>	380
<b>January =</b>	130
<b>February =</b>	300
<b>March =</b>	330
<b>April =</b>	
<b>May =</b>	
<b>June =</b>	
<b>July =</b>	
<b>August =</b>	
<b>September =</b>	
<b>Total =</b>	<b>\$1,917.05</b>

**ANIMAL CONTROL REPORT**  
**MARCH 2015**

<b>Call #</b>	<b>Date:</b>	3/23/2015	<b>Caller Remarks:</b>	DOG BITE ON EDGEWATER AT A HOUSE FOR SALE-BAYLOR CALLED MURPHY. MURPHY WILL TRY TO FIND DOGS AND OWNER. DOGS NEED TO BE QUARANTINED.VG
<b>5</b>	<b>Invoice Type:</b>	Service Fee Only		<b>Expected Charge:</b> \$50.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>
	Other	Murphy Animal Control		Other

<b>Call #</b>	<b>Date:</b>	3/24/2015	<b>Caller Remarks:</b>	HUGE RAT SNAKE AT FRONT DOOR AND TRYING TO CLIMB DOOR AND WINDOW
<b>6</b>	<b>Invoice Type:</b>	Service Fee Only		<b>Expected Charge:</b> \$50.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>
	Other	Murphy Animal Control		Murphy Pick Up

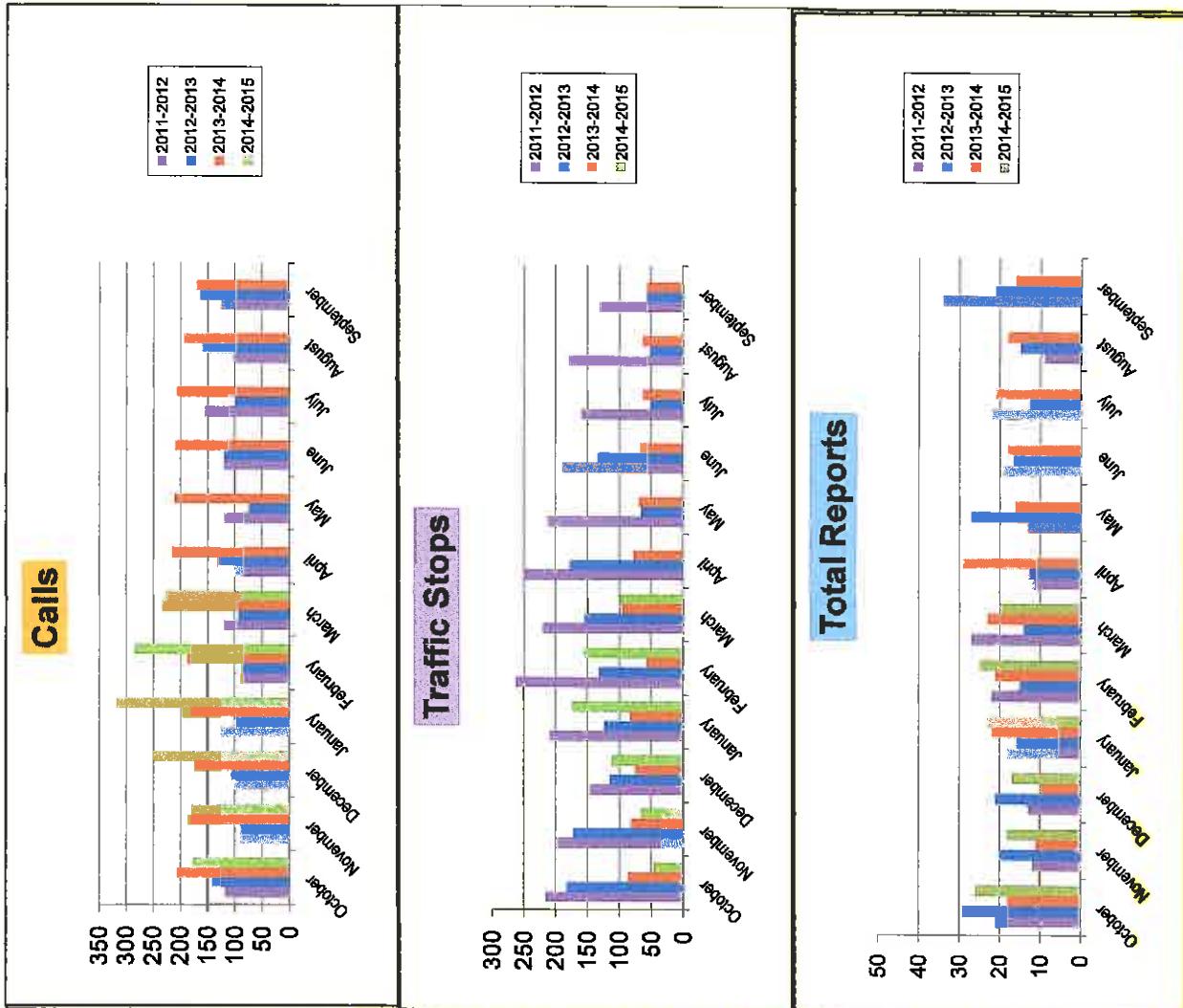
<b>Call #</b>	<b>Date:</b>	3/25/2015	<b>Caller Remarks:</b>	DEAD OPOSSUM IN FRONT OF HOUSE.VG
<b>7</b>	<b>Invoice Type:</b>	Service Fee Only		<b>Expected Charge:</b> \$50.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>
	Dead Animal	Murphy Animal Control		Murphy Pick Up

<b>Call #</b>	<b>Date:</b>	3/27/2015	<b>Caller Remarks:</b>	FOLLOW UP-DOG RELEASED FROM 45 DAY ISOLATION.VG
<b>8</b>	<b>Invoice Type:</b>	Service Fee Only		<b>Expected Charge:</b> \$50.00
	<b>Call Type</b>	<b>Action Taken By:</b>		<b>Response</b>
	Other	Murphy Animal Control		Other

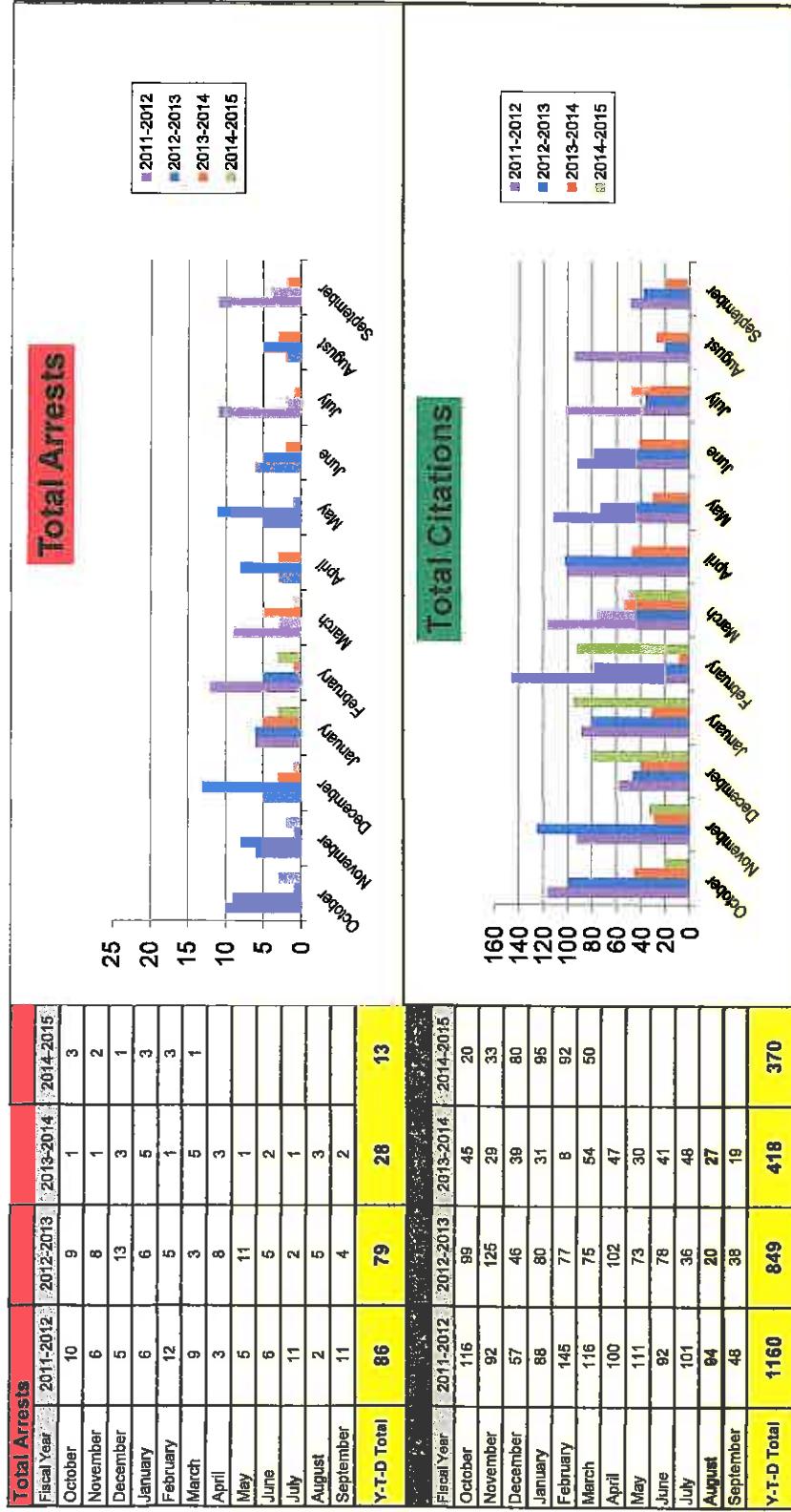
**TOTAL = \$330**

**City of Parker**  
**POLICE DEPARTMENT**  
**MONTHLY REPORT**

Calls	2011-2012	2012-2013	2013-2014	2014-2015
October	118	144	205	177
November	91	91	187	181
December	101	108	174	251
January	127	98	196	318
February	91	89	188	264
March	120	94	233	225
April	100	131	213	
May	119	74	211	
June	121	120	208	
July	155	100	205	
August	102	161	193	
September	126	163	169	
Y-T-D Total	1371	1373	2382	1436



**City of Parker**  
POLICE DEPARTMENT  
MONTHLY REPORT



RESERVE OFFICERS

OFFICER	HOURS WORKED												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL
Kim Sylvester	9	12	10	7	0	36							74

City of Parker  
POLICE DEPARTMENT  
VEHICLE MAINTENANCE

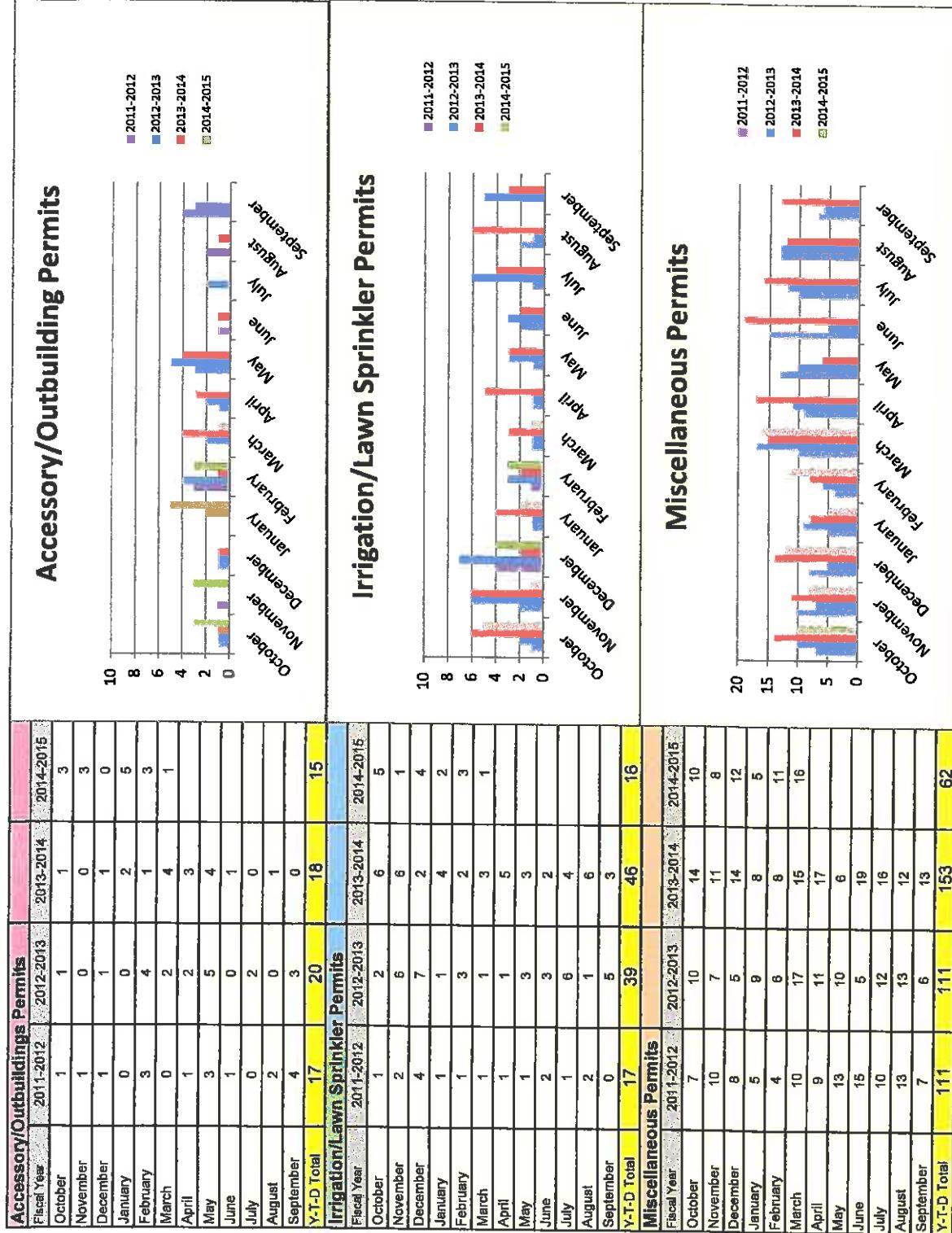


## BUILDING PERMIT TOTALS

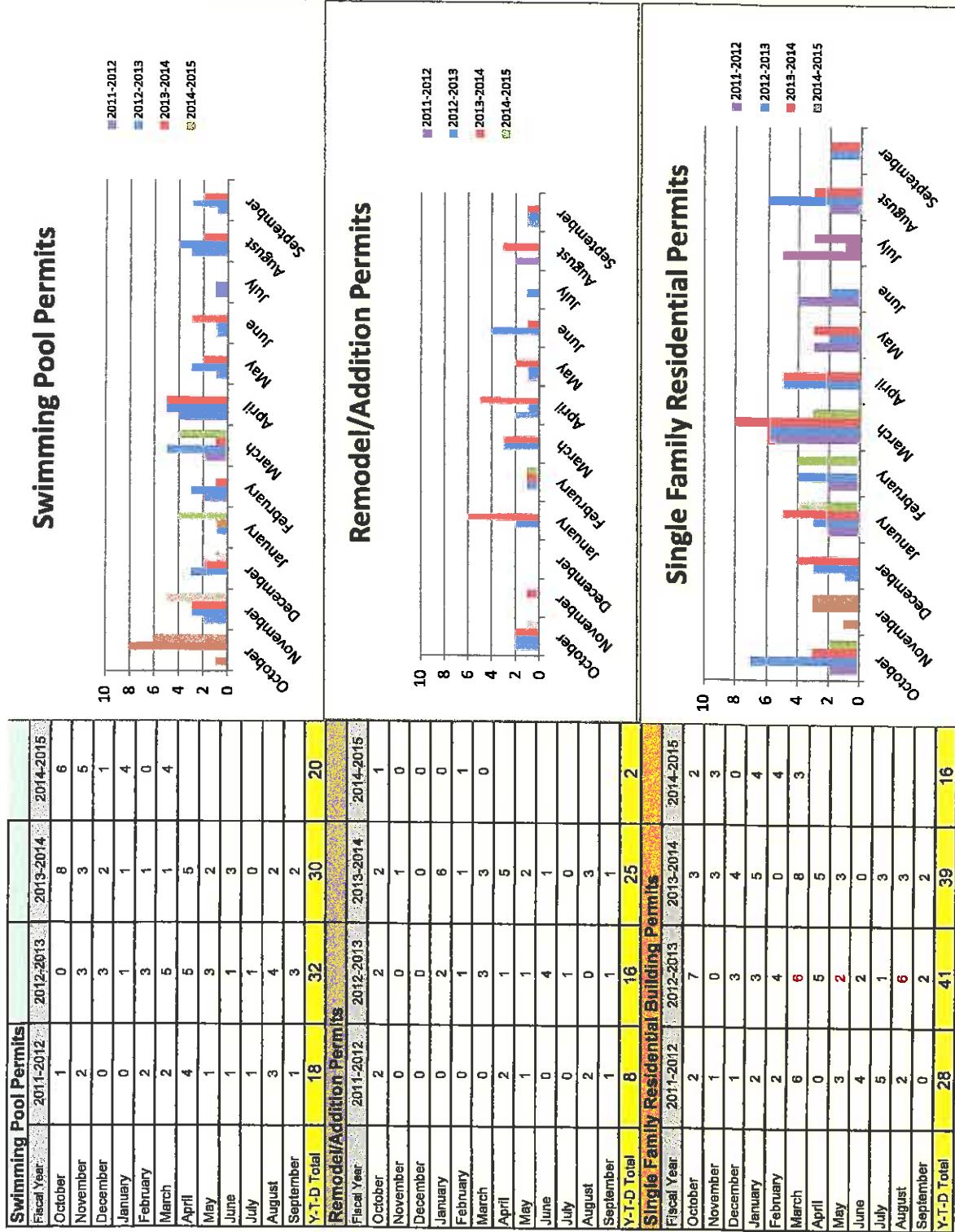
Mar-15

ACCESSORY/OUTBUILDING PERMITS	1
IRRIGATION/LAWN SPRINKLER PERMITS	1
MISCELLANEOUS PERMITS	16
SWIMMING POOL PERMITS	4
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	3
INSPECTIONS	76

# PERMIT GRAPHS



# PERMIT GRAPHS



CITY OF PARKER  
PERMIT LOG  
MARCH 2015

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	SEWER TAP FEE
2015-1010	3/8/2015	ACC	6305 SOUTHridge PKWY	RIVERBEND SANDLER	GRILL	\$1,000.00	37	\$100	NA	NA	NA
2015-2004	3/4/2015	ELEC	4801 HACKBERRY LN	JOE FUNK ELECTRIC	REPLACE FUSE PANEL	NA	NA	\$75	NA	NA	NA
2015-2005	3/6/2015	ELEC	3100 BLUFFS LN	CUSTOM CONSTRUCTION & ELEC	ELECTRIC TO HORSE BARN	NA	NA	\$75	NA	NA	NA
2015-2006	3/17/2015	ELEC	1811 DUBLIN RD	DIRECT ELECTRICAL INC	PERM SERVICE FOR POND	NA	NA	\$75	NA	NA	NA
2015-5001	3/9/2015	FENCE	5802 OVERBROOK DR	TITAN FENCE	FENCE	\$5,068.00	NA	\$75	NA	NA	NA
2015-5003	3/24/2015	FENCE	5807 CORINTH CHAPEL RD	NETLOC, INC.	FENCE	\$4,546.50	NA	\$75	NA	NA	NA
2015-6004	3/24/2015	FENCE	6305 SOUTHridge PKWY	SMITH FENCE	FENCE	\$8,000.00	NA	\$75	NA	NA	NA
2015-3003	3/24/2015	FPR	6708 CHESWICK CT	RESCOM	FIRE SPRINKLER	NA	NA	\$150	NA	NA	NA
2015-4006	3/23/2015	IRR	3105 BLUFFS LN	LAND PRO CREATIONS	IRRIGATION	NA	NA	\$75	NA	NA	NA
2015-5004	3/2/2015	MECH	3611 HOGGE DR	MILESTONE ELEC & AIR	3.5 TON COMPLETE ELEC/HEAT	NA	NA	\$75	NA	NA	NA
2016-7008	3/2/2016	PLUM	2602 DUBLIN PARK DR	ACTFAST	WATER HEATER	NA	NA	\$75	NA	NA	NA
2015-7008	3/2/2016	PLUM	5804 GLENMORE DR	DISPATCH HOME SERVICES	PLUMBING	NA	NA	\$75	NA	NA	NA
2015-7010	3/6/2015	PLUM	5100 EDGEWATER CT	ACTFAST PLUMBING	WATER HEATER	NA	NA	\$75	NA	NA	NA
2015-7011	3/9/2015	PLUM	4205 GLEN MEADOWS DR	ALS PLUMBING	2 GAS WATER HEATERS IN ATTIC	NA	NA	\$75	NA	NA	NA
2016-7012	3/11/2015	PLUM	5803 ANDOVER DR	ALS PLUMBING	RELOCATE/INSTALL 50 GAL. GAS WH	NA	NA	\$75	NA	NA	NA
2015-7013	3/13/2015	PLUM	3205 DUBLIN RD	BAKER BROTHERS	REPLACE WATER HEATER	NA	NA	\$75	NA	NA	NA
2016-7014	3/19/2015	PLUM	5807 BRACKELL DR	LEGACY PLUMBING	(2) 80 GAL. GAS WATER HEATERS	NA	NA	\$75	NA	NA	NA
2015-10003	3/9/2015	POOL	6305 SOUTHridge PKWY	RIVERBEND SANDLER	POOL	\$45,000.00	NA	\$500	NA	NA	NA
2015-10004	3/24/2015	POOL	7507 FOREST BEND DR	ROBERT POOLS	POOL	\$65,000.00	NA	\$500	NA	NA	NA
2015-10005	3/24/2015	POOL	6702 HAVENHURST CT	RIVERBEND SANDLER	POOL	\$45,000.00	NA	\$500	NA	NA	NA
2015-10006	3/24/2015	POOL	4613 HACKBERRY LN	VENTURE POOLS	POOL	\$10,000.00	NA	\$500	NA	NA	NA
2015-9007	3/9/2015	SFR	6802 HAVENHURST CT	SHADDOCK HOMES	NEW RESIDENCE	\$559,515.00	6025	\$3,865	\$2,000	\$2,000	\$2,000
2015-9008	3/24/2015	SFR	7710 WINDOMERE DR	M CHRISTOPHER CUSTOM HOMES	NEW RESIDENCE	\$559,690.00	7054	\$4,612	\$1,000	\$2,000	NA
2015-9010	3/24/2015	SFR	6705 CHESWICK CT	SHADDOCK HOMES	NEW RESIDENCE	\$556,897.00	6889	\$5,197	\$1,000	\$2,000	\$1,000
2015-9008	3/7/2015	TRAIL	7712 WINDOMERE DR	M CHRISTOPHER CUSTOM HOMES	TRAILER	NA	NA	\$500	\$1,000	\$2,000	NA
<b>TOTAL=</b>						<b>\$1,858,117.50</b>		<b>\$17,288.12</b>	<b>\$4,000.00</b>	<b>\$8,000.00</b>	<b>\$2,000.00</b>

**INSPECTION LOG**  
**MARCH 2015**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2015-10001 6003 DUMONT CT	ACC	FRAMING		3/12/2015	3/12/2015	TRUE		ISS	1
2015-10001 6003 DUMONT CT	ACC	PLUMBING TOP-OUT		3/12/2015	3/12/2015	TRUE		ISS	1
2015-10001 6003 DUMONT CT	ACC	MECHANICAL ROUGH		3/12/2015	3/12/2015	TRUE		ISS	1
2015-10001 6003 DUMONT CT	ACC	ELECTRICAL ROUGH		3/12/2015	3/12/2015	TRUE		ISS	1
2015-10004 3100 BLUFFS LN	ACC	FRAMING		3/16/2015	3/16/2015	TRUE		FINAL	1
2015-10004 3100 BLUFFS LN	ACC	PLUMBING TOP-OUT		3/16/2015	3/16/2015	TRUE		FINAL	1
2015-10004 3100 BLUFFS LN	ACC	ELECTRICAL ROUGH		3/16/2015	3/16/2015	TRUE		FINAL	1
2015-10004 3100 BLUFFS LN	ACC	MECHANICAL ROUGH		3/16/2015	3/16/2015	TRUE		FINAL	1
2015-51006 3100 DUBLIN RD	ACC	BUILDING FINAL		3/17/2015	3/17/2015	TRUE		FINAL	1
2014-41013 6800 AUDUBON DR	ACC	BUILDING FINAL		3/26/2015	3/26/2015	TRUE		FINAL	1
2015-51007 6003 TAMSWORTH CT	ACC	PLUMBING ROUGH		3/26/2015	3/26/2015	TRUE		ISS	1
2015-51004 3100 BLUFFS LN	ACC	BUILDING FINAL		3/30/2015	3/30/2015	TRUE		FINAL	1
2015-52006 1811 DUBLIN RD	ELEC	METER RELEASE - ELECTRIC		3/18/2015	3/18/2015	TRUE	POND PUMP	FINAL	1
2014-52004 4901 HACKBERRY LN	ELEC	OTHER		3/21/2015	3/27/2015	TRUE	PANEL CHANGE OUT	FINAL	1
2014-3016 3106 BLUFFS LN	FSPR	BACKFLOW CERTIFICATE ON FILE		3/9/2015	3/9/2015	TRUE		ISS	1
2014-4040 3801 SADDLE TRL	IRR	OTHER		3/30/2015	3/30/2015	TRUE	SPRINKLER FINAL	FINAL	1
2014-5035 5808 GREGORY LN	MECH	FINAL		3/17/2015	3/17/2018	TRUE	HVAC CHANGE OUT	FINAL	1
2015-704 5800 COX FARM EST	PLUM	WATER HEATER		3/19/2015	3/19/2015	TRUE	TANKLESS	FINAL	1
2015-7009 5804 GLENMORE DR	PLUM	WATER HEATER		3/30/2015	3/30/2015	TRUE		FINAL	1
2014-10026 6705 HAVENHURST CT	POOL	POOL FINAL		3/12/2015	3/12/2015	FALSE	FAILED 3/12/15	ISS	1
2014-10030 7000 STONY OAK CT	POOL	FENCE FINAL		3/16/2015	3/16/2015	TRUE		ISS	1
2014-10015 3100 DUBLIN RD	POOL	FENCE FINAL		3/17/2015	3/17/2015	TRUE		ISS	1
2014-10018 6710 OVERBROOK DR	POOL	DECK STEEL		3/17/2015	3/17/2015	TRUE		ISS	1
2014-10029 6803 NORTHRIDGE PKWY	POOL	DECK STEEL		3/18/2015	3/18/2015	TRUE		ISS	1
2014-10013 6800 AUDUBON DR	POOL	POOL FINAL		3/26/2015	3/26/2015	TRUE		FINAL	1
2015-10002 6200 SOUTHRIDGE PKWY	POOL	BELLY STEEL		3/31/2015	3/31/2015	TRUE		ISS	1
2009-8016 4307 SPRINGHILL ESTATES DR REMOD	POOL	BUILDING FINAL		3/3/2015	3/3/2015	TRUE		FINAL	1
2009-8015 4307 SPRINGHILL ESTATES DR REMOD	POOL	BUILDING FINAL		3/3/2015	3/3/2015	TRUE		FINAL	1
2012-80003 4903 RIDGEVIEW DR	REMOD	BUILDING FINAL		3/26/2015	3/26/2015	TRUE		FINAL	1
2014-9031 7203 MEADOW GLEN DR	SFR	PLUMBING TOP-OUT		3/22/2015	3/22/2015	FALSE	FAILED GAS TEST 3/2/16	ISS	1
2014-9026 6902 OVERBROOK DR	SFR	METER RELEASE - GAS		3/22/2015	3/4/2015	TRUE	FAILED 3/2/15	ISS	2
2013-80006 2203 DUBLIN RD	SFR	FRAMING		3/6/2015	3/6/2015	TRUE		ISS	1
2015-9003 6807 OVERBROOK DR	SFR	T-POLE		3/9/2015	3/6/2015	TRUE		ISS	1
2014-9004 6305 NORTHRIDGE PKWY	SFR	SURVEY PLAT		3/12/2015	3/12/2015	TRUE		FINAL	1
2014-9004 6305 NORTHRIDGE PKWY	SFR	BUILDING FINAL		3/12/2015	3/12/2015	TRUE		FINAL	1
2014-9028 6804 ESTADOS DR	SFR	PLUMBING TOP-OUT		3/12/2015	3/12/2015	FALSE	FAILED 3/12/15 & 3/31/15	ISS	2
2014-9028 6604 ESTADOS DR	SFR	ELECTRICAL ROUGH		3/12/2015	3/12/2015	FALSE	FAILED 3/12/15 & 3/31/15	ISS	2

INSPECTION LOG  
MARCH 2015

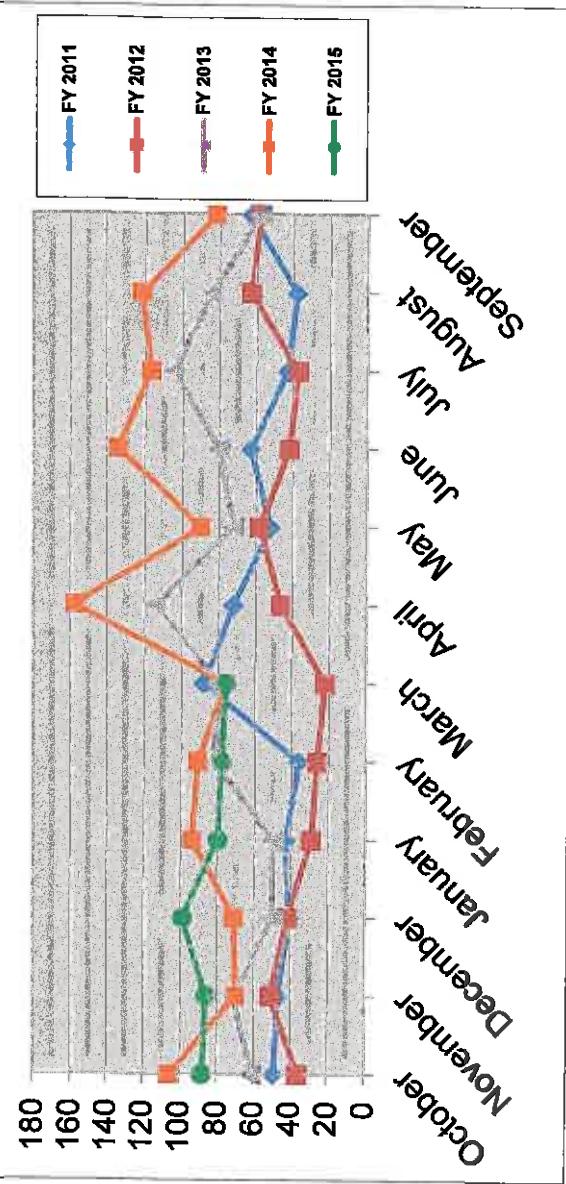
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2014-9028 6604 ESTADOS DR	SFR	MECHANICAL ROUGH		3/12/2015		FALSE	FAILED 3/12/15 & 3/31/15	ISS	2
2014-9028 6604 ESTADOS DR	SFR	FRAMING		3/12/2015		FALSE	FAILED 3/12/15 & 3/31/15	ISS	2
2015-9005 6801 CHESWICK CT	SFR	T-POLE		3/16/2015	3/16/2015	TRUE		ISS	1
2015-9004 6806 CHESWICK CT	SFR	T-POLE		3/16/2015	3/16/2015	TRUE		ISS	1
2014-9032 6608 OVERBROOK DR	SFR	FORM SURVEY		3/16/2015	3/16/2015	TRUE		ISS	1
2015-9007 6802 HAVENHORST CT	SFR	T-POLE		3/17/2015	3/17/2015	TRUE		ISS	1
2014-9037 5803 MIDDLETON DR	SFR	FOUNDATION		3/17/2015	3/17/2015	TRUE		ISS	1
2015-9006 5908 MIDDLETON DR	SFR	T-POLE		3/18/2015	3/18/2015	TRUE		ISS	1
2014-9031 7203 MEADOW GLEN DR	SFR	DRIVEWAY APPROACH		3/25/2015	3/25/2015	TRUE		ISS	1
2015-9008 5908 MIDDLETON DR	SFR	PLUMBING ROUGH		3/25/2015	3/31/2015	TRUE	FAILED 3/25/15	ISS	2
2014-9027 6701 OVERBROOK DR	SFR	METER RELEASE - GAS		3/25/2015	3/25/2015	FALSE	FAILED 3/25/15 - NOT READY	ISS	1
2014-9027 6701 OVERBROOK DR	SFR	METER RELEASE - ELECTRIC		3/25/2015		FALSE	FAILED 3/25/15 - NOT READY	ISS	1
2013-9031 6800 AUDUBON DR	SFR	DRIVEWAY APPROACH		3/26/2015	3/30/2015	TRUE	FAILED 3/26/15	ISS	2
2015-9010 6705 CHESWICK CT	SFR	T-POLE		3/27/2015	3/27/2015	TRUE		ISS	1
2014-9028 5001 HACKBERRY LN	SFR	DRIVEWAY APPROACH		3/27/2015	3/27/2015	TRUE		ISS	1
2015-9006 5906 MIDDLETON DR	SFR	FORM SURVEY		3/31/2015	3/31/2015	TRUE		ISS	1
2012-80003 4903 RIDGEVIEW DR	REMOD	PLUMBING TOP-OUT		8/30/2012	3/26/2015	TRUE	FAILED 8.30.12	FINAL	2
2012-80003 4903 RIDGEVIEW DR	REMOD	ELECTRICAL ROUGH		8/30/2012	3/26/2015	TRUE	FAILED 8.30.12	FINAL	2
2012-80003 4903 RIDGEVIEW DR	REMOD	MECHANICAL ROUGH		8/30/2012	3/26/2015	TRUE	FAILED 8.30.12	FINAL	2
2012-80003 4903 RIDGEVIEW DR	REMOD	FRAMING		8/30/2012	3/26/2015	TRUE	FAILED 8.30.12	FINAL	2
2014-9003 6807 AUDUBON DR	SFR	BUILDING FINAL		2/4/2015	3/16/2015	TRUE	FAILED 2/4/15	FINAL	2
2014-10023 6102 SOUTHRIDGE PKWY	POOL	POOL FINAL		2/12/2015	3/16/2015	TRUE	FAILED 2/12/15	FINAL	2
2014-9035 7400 FOREST BEND DR	SFR	PLUMBING ROUGH		2/16/2015	3/16/2015	TRUE	FAILED 2/16/15	ISS	2
2014-9032 6606 OVERBROOK DR	SFR	PLUMBING ROUGH		2/20/2015	3/16/2015	TRUE	FAILED 2/20/15	ISS	2

**TOTAL=**

76

## Monthly Inspection Report

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
October	49	36	61	106	88
November	47	51	71	70	86
December	41	42	50	71	99
January	43	29	50	94	80
February	36	26	82	91	78
March	88	22	80	76	76
April	72	46	114	158	
May	52	58	72	90	
June	63	42	80	134	
July	43	37	105	117	
August	38	63	84	122	
September	63	58	58	82	
Year Total	635	510	907	1211	507



CODE ENFORCEMENT REPORT  
2014-2015

Violation Description	YTD Totals											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
High Grass	1			1		4						6
Illegal Dumping						1						1
Illegal Structure				1								1
Illegal Vehicle				1								1
Junked Vehicles												0
Lot Maintenance	2	3	4	4	5	4						22
Trash and Debris	2	5	1	5	3	4						20
<b>ITEM TOTALS</b>	<b>5</b>	<b>8</b>	<b>5</b>	<b>10</b>	<b>10</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51</b>

Officer Actions	YTD Totals											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Verbal Warnings	5	4	5	7	8	12						41
Complied/Resolve	5	4	5	7	8	12						41
10 Day Notice	2	2		2	2	1						9
Extension Granted												0
Complied/Resolve	2	2		2	2	1						9
Citations Issued												0
Stop Work Order												0
Misc												0
<b>ITEM TOTALS</b>	<b>14</b>	<b>12</b>	<b>10</b>	<b>18</b>	<b>20</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>

# CRIMINAL SECTION

Court	City of Parker		TRAFFIC MISDEMEANORS			NON-TRAFFIC MISDEMEANORS			
Month	03	Year	2015	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
<b>1. Total Cases Pending First of Month:</b>				1,494	5	0	24	449	13
a. Active Cases				1,052	4	0	7	221	0
b. Inactive Cases				442	1	0	17	228	0
<b>2. New Cases Filed</b>				42	0	0	0	9	0
<b>3. Cases Reactivated</b>				10	0	0	1	6	0
<b>4. All Other Cases Added</b>				0	0	0	0	0	0
<b>5. Total Cases on Docket (Sum of Lines 1a, 2, 3 &amp; 4)</b>				1,104	4	0	8	236	6
<b>6. Dispositions Prior to Court Appearance or Trial:</b>									
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14))</i>				26	0	0	2	30	0
b. Dismissed by Prosecution				0	0	0	0	0	0
<b>7. Dispositions at Trial:</b>									
a. Convictions									
1) Guilty Plea or Nolo Contendere				0	0	0	0	0	0
2) By the Court				0	0	0	0	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals:									
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				0	0	0	0	0	0
<b>8. Compliance Dismissals:</b>									
a. After Driver Safety Course (CCP, Art. 45.051J)				12					
b. After Deferred Disposition (CCP, Art. 45.051)				11	0	0	0	1	0
c. After Teen Court (CCP, Art. 45.052)				0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)								0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)							0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)				7					
g. All Other Transportation Code Dismissals				0	0	0	0	0	0
<b>9. All Other Dispositions</b>				0	0	0	0	0	0
<b>10. Total Cases Disposed (Sum of Lines 6,7,8 &amp; 9)</b>				56	0	0	2	31	0
<b>11. Cases Placed on Inactive Status</b>				11	0	0	1	6	1
<b>12. Total Cases Pending End of Month:</b>				1,480	5	0	22	427	13
a. Active Cases (Equals Line 5 minus the sum of Lines 10 & 11)				1,037	4	0	5	199	5
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 11)				443	1	0	17	228	8
<b>13. Show Cause Hearings Held</b>				2	0	0	0	2	0
<b>14. CasesAppealed:</b>									
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0

## ADDITIONAL ACTIVITY

Court 'City of Parker	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month 03      Year 2015		
<b>1. Magistrate Warnings:</b>		
a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		<b>TOTAL</b>
<b>2. Arrest Warrants Issued:</b>		
a. Class C Misdemeanors		19
b. Class A and B Misdemeanors		0
c. Felonies		0
<b>3. Capiases Pro Fine Issued</b>		0
<b>4. Search Warrants Issued</b>		0
<b>5. Warrants for Fire, Health and Code Inspections Filed</b> <i>(CCP, Art. 18.05)</i>		0
<b>6. Examining Trials Conducted</b>		0
<b>7. Emergency Mental Health Hearings Held</b>		0
<b>8. Magistrate's Orders for Emergency Protection Issued</b>		0
<b>9. Magistrate's Orders Ignition Interlock Device Issued</b> <i>(CCP, Art. 17.441)</i>		0
<b>10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond</b>		0
<b>11. Driver's License Denial, Revocation or Suspension Hearings Held</b> <i>(TC, Sec. 521.300)</i>		0
<b>12. Disposition of Stolen Property Hearings Held</b> <i>(CCP, Ch. 47)</i>		0
<b>13. Peace Bond Hearings Held</b>		0
<b>14. Cases in Which Fine and Court Costs Satisfied by Community Service:</b>		
a. Partial Satisfaction		0
b. Full Satisfaction		0
<b>15. Cases in Which Fine and Court Costs Satisfied by Jail Credit</b>		0
<b>16. Cases in Which Fine and Court Costs Waived for Indigency</b>		0
<b>17. Amount of Fines and Court Costs Waived for Indigency</b>		\$ 0.00
<b>18. Fines, Court Costs and Other Amounts Collected:</b>		
a. Retained by City		\$ 8,691.24
b. Remitted to State		\$ 5,975.76
<b>c. Total</b>		\$ 14,667.00

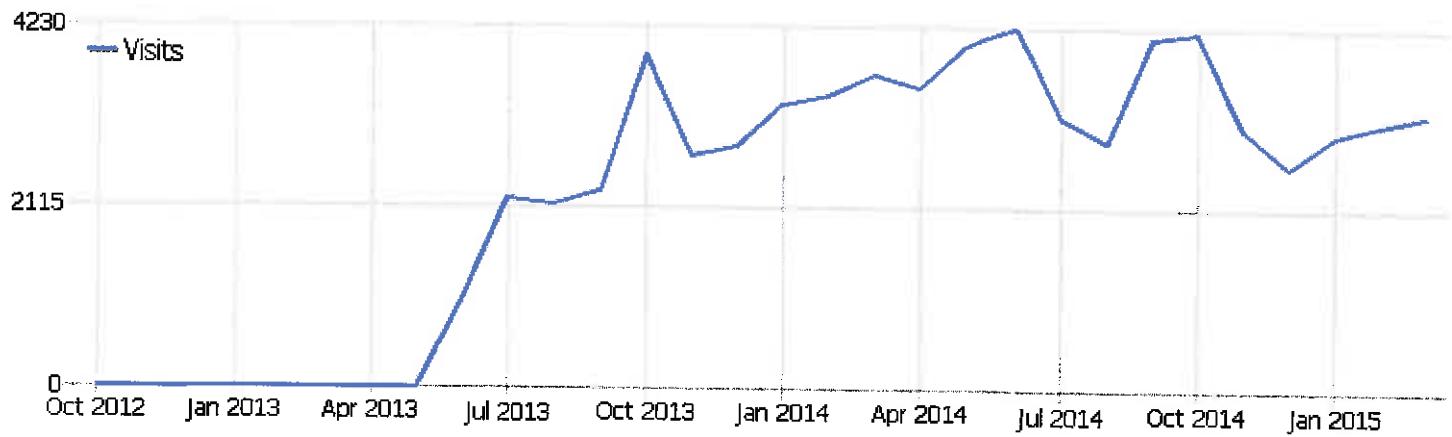
# PIWIK

Parker, TX

Date range: 2015, March

Monthly Web Report

# Visits Summary



Name	Value
Unique visitors	2469
Users	0
Visits	3231
Actions	10502
Maximum actions in one visit	68
Actions per Visit	3.3
Avg. Visit Duration (in seconds)	00:02:20
Bounce Rate	47%

## Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
permit	6	1	0%
jobs	3	1	0%
:comprehensive plan	3	2.7	0%
:contractor registration	3	1	67%
:ordinance 721	3	1	33%
:reserve	3	1.7	0%
:zoning map	3	2.7	0%
:accessory dwelling sup	2	3	0%
:annexation plan	2	1.5	50%
:sid opening - street maintenance	2	2.5	0%
:sid posting	2	1	0%
:city council election 2015	2	2	0%
:ode	2	1	0%
:ob postings	2	1	0%
:obs	2	1	0%
:maps	2	2	50%
:nayor	2	1	0%
:parks and recreation	2	1.5	50%
:population	2	1	100%
:zoning	2	1	0%
:zoning ordinance	2	1	50%
:zoning map"	1	1	0%
:'21	1	1	100%
:others	148	246	19%

## Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	1848	5114	2.8	00:02:17	56%	\$ 0
Search Engines	1273	5012	3.9	00:02:20	34%	\$ 0
Websites	110	376	3.4	00:03:20	54%	\$ 0

## Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
United States	3108	10043	3.2	00:02:23	47%	\$ 0
Germany	36	245	6.8	00:00:43	61%	\$ 0
Unknown	19	52	2.7	00:01:28	47%	\$ 0
Canada	9	37	4.1	00:00:43	67%	\$ 0
France	8	39	4.9	00:01:50	50%	\$ 0
Philippines	6	7	1.2	00:00:23	83%	\$ 0
China	5	7	1.4	00:00:43	80%	\$ 0
Australia	4	7	1.8	00:00:16	75%	\$ 0
India	4	12	3	00:01:18	50%	\$ 0
Russian Federation	4	5	1.3	00:00:00	75%	\$ 0
Spain	3	3	1	00:00:00	100%	\$ 0
Ukraine	3	3	1	00:00:00	100%	\$ 0
Azerbaijan	2	4	2	00:00:25	50%	\$ 0
Switzerland	2	2	1	00:00:00	100%	\$ 0
Ireland	2	2	1	00:00:00	100%	\$ 0
Italy	2	3	1.5	00:00:18	50%	\$ 0
Kuwait	2	11	5.5	00:15:25	0%	\$ 0
Sweden	2	2	1	00:00:00	100%	\$ 0
United Arab Emirates	1	1	1	00:00:00	100%	\$ 0
Asia/Pacific Region	1	3	3	00:00:49	0%	\$ 0
Bulgaria	1	1	1	00:00:00	100%	\$ 0
Brazil	1	6	6	00:00:24	0%	\$ 0
Cote D'Ivoire	1	1	1	00:00:00	100%	\$ 0
Others	5	6	1.2	00:00:06	80%	\$ 0

## Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2171	6930	3.2	00:02:46	47%	0%
Smartphone	686	2054	3	00:01:05	48%	0%
Tablet	321	1179	3.7	00:02:16	47%	0%
Unknown	53	339	6.4	00:01:16	45%	0%



## Council Agenda Item

Budget Account Code:	Meeting Date: April 21, 2015
Budgeted Amount:	Department/ Requestor: Community Development/ Developer Steve Sallman
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: April 16, 2015
Exhibits:	<ol style="list-style-type: none"> <li>1. Proposed Ordinance</li> <li>2. Concept Plan</li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE FORM OF ORDINANCE 726 ZONING CHANGE ON 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, DONIHOO FARMS [SHEPHERD]

### SUMMARY

**Council voted 5-0 to approve requested zoning at the April 7 meeting. City Attorney Shepherd has prepared Ordinance 726 for Council's approval of form.**

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4/17/15

ORDINANCE NO. 726

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF PARKER AS HERETOFORE AMENDED, BY ZONING A PARCEL OF LAND OF APPROXIMATELY 322.24 ACRES AS SINGLE FAMILY TRANSITIONAL (SFT); SUCH PARCEL OF LAND BEING COMPOSED OF TWO TRACTS OF LAND AS FOLLOWS: TRACT 2-- APPROXIMATELY 150.4 ACRES OF LAND IN THE THOMAS ESTES SURVEY, ABSTRACT 298, AND TRACT 3-- APPROXIMATELY 171.93 ACRES LOCATED IN THE G.W. GUNNELL SURVEY, ABSTRACT 350, INCLUDING SPECIAL CONDITIONS FOR THE ZONING ON THE PARCEL ALL IS SET SPECIFICALLY HEREIN, PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker Planning and Zoning Commission and the governing body of the City of Parker, in compliance with the laws of the State of Texas and the ordinances of the City of Parker, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the City of Parker should be amended to zone the land described herein;

WHEREAS, Warner Land Advisors, L.P. ("Applicant") has requested the zoning of this property to be changed from the existing zoning of Tract 2 of Agricultural-Open Space ("A-O") and the existing zoning of Tract 3 of Single Family ("SF") to new permanent zoning of Single Family Transitional ("SFT"), with special conditions, on the entire parcel of approximately 322.34 acres; and

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

**SECTION 1. ZONING CHANGE.** The Comprehensive Zoning Ordinance of the City of Parker, Texas, (Chapter 156 of the Parker Code of Ordinances), as heretofore amended, be, and the same is hereby amended by zoning all of the parcel of approximately 322.34 acres composed of Tract 2 and Tract 3 as Single Family Transitional, with special conditions. Tracts 2 and 3 are more particularly described by metes and bounds and surveys in the attached Exhibit A.

**SECTION 2. DONIHOO FARMS SUBDIVISION.** Tract 1 is a tract of approximately 131.62 acres south of and contiguous to Tract 2 in the Extraterritorial Jurisdiction of Parker. Tract 1 is the subject of a Development Agreement in compliance with Section 212.072 of the Texas Local Government Code, and is not zoned by this Ordinance. Tracts 1, 2 and 3 collectively compose the development of approximately 453.96 acres known as Donihoo Farms. The Development plan and specifications of each tract are set forth on the Development Plan, attached hereto as Exhibit B.

**SECTION 2. SPECIAL CONDITIONS.** The Special Conditions of the SFT zoning of Tracts 2 and 3 are as set forth on Exhibit C, attached hereto.

**SECTION 3. SEVERABILITY CLAUSE.** Should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 4. REPEALER CLAUSE.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5. PENALTY CLAUSE.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Parker, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 6. PUBLICATION.** In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Parker for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the City Secretary.

ADOPTED this \_\_\_\_\_ day of April, 2015, by the Parker City Council.

APPROVED:

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

ATTEST

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

APPROVED AS TO FORM:

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

**Exhibits:**

- Exhibit A** Legal descriptions and surveys of Tracts 2 and 3
- Exhibit B** Development Plan of Donihoo Farms.
- Exhibit C** Special Conditions of Zoning on Tracts 2 and 3

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 2

J.E. SMITH, LAND SURVEYOR  
5269 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. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by deed recorded in Volume 1901, Page 930, 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 319.024 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 97.68 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 Denihoo recorded under Clerk's File No. 97-000945;

THENCE North 89 degrees 36 minutes 13 seconds West at 2716.56 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 3873, page 413 of the Collin County Land Records) and in all a total distance of 2854.56 feet to the Southeast 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 344.20 to an 1/2 inch iron rod found at a re-entrant corner hereof; THENCE North 89 degrees 57 minutes 13 seconds West 132.47 feet to an 1/2 inch iron rod found at an exterior ell corner hereof;

THENCE continuing with the East line of said Sycamore Estates Subdivision, North 00 degrees 12 minutes 07 seconds East 1859.47 feet to an 1/2 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 319.024 acre tract;

THENCE South 89 degrees 42 minutes 32 seconds East a distance of 3003.76 feet to the Place of BEGINNING and containing 150.41 acres of land.

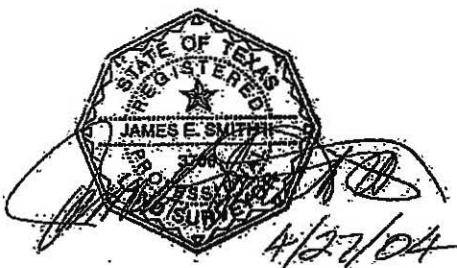


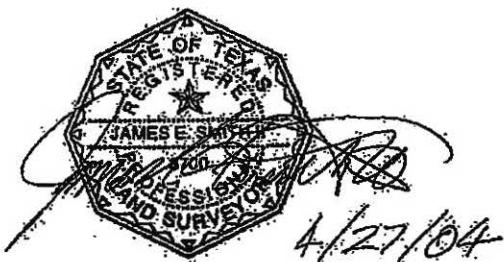
EXHIBIT A  
PROPERTY DESCRIPTION

TRACT 3

J.E. SMITH, LAND SURVEYOR  
5269 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  $\frac{1}{2}$  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 6, 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  $\frac{1}{2}$  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 418.48 feet, an arc length of 419.28 feet to an  $\frac{1}{2}$  inch iron rod set on the East line of said GUNNELL SURVEY; THENCE along the East line of the G.W. GUNNELL SURVEY, South 00 degrees 48 minutes 47 seconds West passing the Northwest corner of a record 9.723 acre tract described in a deed recorded under Clerk's File No. 95-0023382 and in all a total distance of 748.16 feet to an  $\frac{1}{2}$  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 2876.56 feet to an  $\frac{1}{2}$  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 49 minutes 04 seconds East 726.61 feet to a 5/8 inch iron rod found at the Southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1901, 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 59 seconds East 2110.69 feet to an  $\frac{1}{2}$  inch iron rod found at the Southwest corner of said Easy Acres Addition for the Northwest corner hereof; THENCE South 89 degrees 48 minutes 14 seconds East a distance of 2626.11 feet to the Place of BEGINNING and containing 171.93 acres of land.



**EXHIBIT B**  
**DEVELOPMENT PLAN**



**CONCEPT PLAN**  
**DONIHOO FARMS**  
WARNER GROUP, INC.  
FARMERS, TEXAS



**CONCEPT PLAN**  
DONIHOO FARMS  
WARNER GROUP, INC.  
FARMERS, TEXAS

**CONCEPT PLAN**  
DONIHOO FARMS  
WARNER GROUP, INC.  
FARMERS, TEXAS

**CONCEPT PLAN**  
DONIHOO FARMS  
WARNER GROUP, INC.  
FARMERS, TEXAS

## Exhibit C

### SPECIAL CONDITIONS

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

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: 1.62 acre average net (over entire development area – not per addition)

- (ii) Width: Minimum of 150 feet for all lot 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.

- e. 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.

- f. 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: 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" requirements. Must be located behind the rear building line of the primary residence.
- 6. Single Family Transitional Zoning---Unless modified in these Special Conditions, development on Tracts 2 & 3 must comply with the requirements of the City's SFT zoning district.
- 7. Hackberry Lane frontage. The concept plan attached hereto as Exhibit B shows 3 lots with a property line contiguous with Hackberry Lane. Those contiguous property lines for each lot must be no less than 200 feet in length.
- 8. Floodplain and Drainage. Any improvements made by Developer to that portion of drainage flood plain area designated as "Community Open Space" on Tract 3 will be at the sole expense of the developer to improve drainage and modify the flood plain to allow building permits to be authorized for those lots currently shown to be within, in whole or in part, the 100 year floor plain. Upon completion of the improvements made by Developer, that portion of the Community Open Space will at all times be maintained by a mandatory homeowners' association, charged with the maintenance and repair of the improvements as required by the City's ordinances, and/or FEMA requirements. This obligation shall not apply to any infrastructure improvements within dedicated roadway rights of way that are governed by the City's Subdivision Ordinances.
- 9. Water line and easement. The applicant acknowledges the requirement to loop the City water line from FM2551 through the Applicant's tracts to the area currently being developed as Parker Ranch. Applicant agrees to provide an easement, at no cost, for the construction of the water line ( by others) for looping purposes. The location of the easement shall be compatible with the approved Concept Plan attached hereto as Exhibit "B" and shall be acceptable to the Applicant.
- 10. Trail Plan. The applicant will comply with the City trail plan, at applicant's expense.



## Council Agenda Item

Budget Account Code:	Meeting Date: April 21, 2015
Budgeted Amount:	Department/ Requestor: Community Development/ Developer Steve Sallman
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: April 16, 2015
Exhibits:	<ol style="list-style-type: none"><li>1. Proposed Resolution</li><li>2. Development Agreement</li></ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-471 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, DONIHOO FARMS [SHEPHERD]

### SUMMARY

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4/17/15

**RESOLUTION NO. 2015-471**

*(Development Agreement - Donahoo Farms)*

**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 which Development Plan and includes 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(d) 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-one (91) 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.** The Parties agree that the Property shall not be annexed by the City prior to the fifth anniversary of this Agreement unless (a) the Property is no longer wholly owned by the Owner, or (b) the Owner files with the City a petition for annexation for the Property, whichever (a) or (b) may first occur. The petition to annex must be submitted within ten (10) business days after the recordation of a final plat for the Property. Owner expressly agrees and consents that the Property may be annexed, in whole or in part, by the City on the first occurring of the following:

a. The fifth anniversary date of this Agreement has passed,

b. The Owner does not own the Property, either through conveyance to an end buyer, or through foreclosure, or otherwise; or

c. Failure to submit a valid final plat within the first five years after the Effective Date of this Agreement, and/or failure to timely submit a petition for annexation.

d. Upon 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 and the Owner expressly agrees that the City will zone the Property to a zoning district ("District") that is consistent with the Governing Regulations. The City agrees, to the 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 may begin and 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. Stamped concrete is not permitted

### 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.** 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 either (i) the date on which this Agreement is approved by the City Council of the City or (ii) the date on which rezoning acceptable to Developer on the adjacent 322 acres (which is the subject of Developer's application for rezoning dated January 21, 2015) is approved by the City Council. The Agreement must be approved and executed by Owner and Developer prior to the City approval.

***[SIGNATURE PAGES FOLLOW]***

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: Z Marshall \_\_\_\_\_

Title: Mayor \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

Name: James E. Shepherd \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

**PROPOSED**

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 A

### Description of Property

#### TRACT 1

#### METES AND BOUNDS DESCRIPTION

47605

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 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 N 10° 04' 23" E, a distance of 203.03 feet;

THENCE, N 89° 59' 26" E, along the south line of said Matheney Tract, a distance of 1305.95 feet to a 1/2" iron pin found at corner;

THENCE, N 01° 42' 02" E, 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 N 04° 25' 45" W, a distance of 2.94 feet;

THENCE, N 89° 58' 50" E, 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 N 42° 39' 18" W, a distance of 1.19 feet;

THENCE, S 00° 32' 01" W, 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, S 00° 53' 21" W, 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, S 89° 31' 21" W, 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);

THENCE, N 89° 29' 17" W, along the north line of said Cottonwood Acres North, a distance of 1604.36 feet;

THENCE, S 00° 39' 53" W, 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, S 89° 44' 29" W, 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, N 86° 17' 09" W, a distance of 25.01 feet;

THENCE, N 01° 36' 54" E, 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.

TRACT 1 (CONT.)

METES AND BOUNDS DESCRIPTION

48355

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° 34' 37" 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° 44' 55" 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° 58' 09" 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° 38' 33" 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° 31' 21" 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

PROPERTY DESCRIPTION

TRACT 2

J.E. SMITH, LAND SURVEYOR  
5269 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. 298, and being and including all that same land conveyed to Parker Estates Associates as evidenced by deed recorded in Volume 1901, Page 930, 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 319.024 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 97.68 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. 97-0009145;

THENCE North 89 degrees 36 minutes 13 seconds West at 2715.56 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 3873, page 413 of the Collin County Land Records) and in all a total distance of 2854.56 feet to the Southeast 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 344.20 to an 1/2 inch iron rod found at a re-entrant corner hereof; THENCE North 89 degrees 57 minutes 13 seconds West 132.47 feet to an 1/2 inch iron rod found at an exterior ell corner hereof;

THENCE continuing with the East line of said Sycamore Estates Subdivision, North 00 degrees 12 minutes 07 seconds East 1859.47 feet to an 1/2 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 319.024 acre tract;

THENCE South 89 degrees 42 minutes 32 seconds East a distance of 3003.76 feet to the Place of BEGINNING and containing 150.41 acres of land.

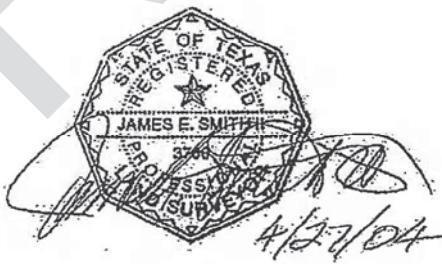


EXHIBIT A

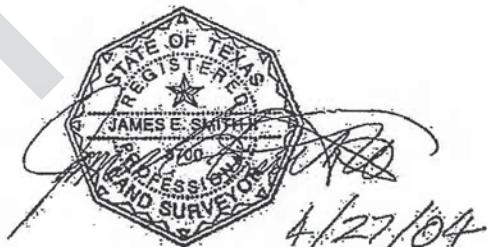
PROPERTY DESCRIPTION

TRACT 3

J.E. SMITH, LAND SURVEYOR  
5269 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  $\frac{1}{2}$  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 6, 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  $\frac{1}{2}$  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 418.48 feet, an arc length of 419.28 feet to an  $\frac{1}{2}$  inch iron rod set on the East line of said GUNNELL SURVEY; THENCE along the East line of the G.W. GUNNELL SURVEY, South 00 degrees 48 minutes 47 seconds West passing the Northwest corner of a record 9.723 acre tract described in a deed recorded under Clerk's File No. 95-0023382 and in all a total distance of 748.16 feet to an  $\frac{1}{2}$  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  $\frac{1}{2}$  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 49 minutes 04 seconds East 726.51 feet to a 5/8 inch iron rod found at the Southeast corner of a tract described in a deed to Parker Estates Associates recorded in Volume 1901, 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 59 seconds East 2110.69 feet to an  $\frac{1}{2}$  inch iron rod found at the Southwest corner of said Easy Acres Addition for the Northwest corner hereof; THENCE South 89 degrees 48 minutes 14 seconds East a distance of 2626.11 feet to the Place of BEGINNING and containing 171.93 acres of land.



**EXHIBIT B**

**Development Plan**

**PROPOSED**

PECAN ORCHARD DR.

WATER LINE EASEMENT TO  
PECAN ORCHARD WATER LINE  
SYSTEM OR A 1200' FT. OF  
APPROPRIATE LOCATION

HACKBERRY  
LANE

Neighborhood  
Park

TRACT 1

DONIHOO LANE

250' Right-of-Way Easement  
Texas Power & Light Co.  
Vol. 663, Pg. 436

DONNA LANE

250' Right-of-Way Easement  
Texas Power & Light Co.  
Vol. 663, Pg. 436

PARKER ROAD

#### Land Use Summary

##### Tract 1

Gross Site Area:  
Total Lots:  
Gross Density:

Right of Way Area:  
Net Area:  
Net Lot Size:



TRACT 1 LOTTING PLAN  
DONIHOO FARMS

WARNER GROUP, INC.  
PARKER, TEXAS

, LLC

'scape Architecture + Community Branding

SHEET FILE: C1140151-WARNer

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developmen

## **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 phases)

- 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. 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 less than 200 feet;

- (ii) Lot width contiguous 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, the 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.

PROPOSAL

**EXHIBIT D**

**Address for Notices**

**If Notice to City of Parker:**

City Administrator  
Jeff Flanigan  
5700 E. Parker Road  
Parker, Texas 75002

**with a copy to:**

City Attorney  
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