



## AGENDA

### CITY COUNCIL REGULAR MEETING

**SEPTEMBER 20, 2022 @ 6:00 PM**

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, September 20, 2022, at 6:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. The City Council meeting will be open to the public and live streamed.

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

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

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

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

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

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

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

RECONVENE REGULAR MEETING.

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

#### **PLEDGE OF ALLEGIANCE**

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

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

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

#### **ITEMS OF COMMUNITY INTEREST**

- i. REMINDER – HOME HAZARDOUS WASTE - <http://www.parkertexas.us/416/Home-Hazardous-Waste>
- PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1-30, 2022
- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 4, 2022, 6 PM – 9 PM
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, OCTOBER 12, 2022, 4 PM
- PARKERFEST - SUNDAY, OCTOBER 30, 2022, 3 PM to 6 PM
- EARLY VOTING: MONDAY, OCTOBER 24, 2022 - FRIDAY, NOVEMBER 4, 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 23	October 24 Early Voting 8am–5pm	October 25 Early Voting 8am–5pm	October 26 Early Voting 8am–5pm	October 27 Early Voting 8am–5pm	October 28 Early Voting 8am–5pm	October 29 Early Voting 7am–7pm
October 30 Early Voting 11am–5pm	October 31 Early Voting 7am–7pm	November 1 Early Voting 7am–7pm	November 2 Early Voting 7am–7pm	November 3 Early Voting 7am–7pm	November 4 Early Voting 7am–7pm	November 5
November 6	November 7	November 8 <b>Election Day</b> 7am–7pm				

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, OCTOBER 29, 2022, 10 AM – 2 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 1, 2022, 7 PM – CANCELED – DUE TO NOVEMBER 8, 2022 GENERAL ELECTION EARLY VOTING

HOLIDAY TREE LIGHTING - SUNDAY, NOVEMBER 27, 2022, 4 PM – 6 PM

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

1. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 6, 2022.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESCINDING CANCELLATION OF THE OCTOBER 4, 2022 REGULAR MEETING.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-713 PROVIDING FOR THE MODIFICATION AND EXECUTION OF THE JAIL SERVICES CONTRACT AMENDMENT TWO (2) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-714 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2022-2023.

## INDIVIDUAL CONSIDERATION ITEMS

5. LOVEJOY NEW VENTURE LLC PERMANENT ZONING
  - A. PUBLIC HEARING FOR LOVEJOY NEW VENTURE LLC PERMANENT ZONING
  - B. CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 825 REGARDING THE LOVEJOY NEW VENTURE LLC PERMANENT ZONING ON APPROXIMATELY 14.926 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE RICHARD SPARKS SURVEY, ABSTRACT NO. 850, TRACTS 1 THROUGH 4, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).
6. CITY MAPS: (I) THE ANNEXATION/BOUNDARY MAP, (II) THE ZONING MAP, AND (III) THE THOROUGHFARE MAP UPDATE
  - A. PUBLIC HEARING FOR CITY MAPS: (I) THE ANNEXATION/BOUNDARY MAP, (II) THE ZONING MAP, AND (III) THE THOROUGHFARE MAP UPDATE
  - B. CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 826 UPDATING THE ANNEXATION/BOUNDARY MAP
  - C. CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 827 UPDATING THE ZONING MAP

D. CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 828 UPDATING THE THOROUGHFARE MAP UPDATE

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 829 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2021-2022 OPERATING BUDGET.

## ROUTINE ITEMS

### 8. UPDATE(S):

ENTERPRISE FLEET MANAGEMENT UPDATE  
CITY ADMINISTRATOR OLSON UPDATE ON FM2551  
ANY COMMITTEE UPDATES, AS NEEDED.  
MONTHLY/QUARTERLY REPORTS

[August 2022 - Building Permit/Code Report](#)  
[August 2022 – Court Report](#)  
[August 2022 – Finance \(monthly financials\) Report](#)  
[Fire 2nd Qtr. Report 2022](#)  
[July & August 2022 – Police Report](#)  
[July & August 2022 – Republic Services Inc., dba Allied Waste Services of Plano](#)  
[July & August 2022 – Website \(PIWIK\) Report](#)

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

Hill & Hill PC donated 10 lunches from Abuelos's Mexican Restaurant for City Employees valued at \$200.00.

## FUTURE AGENDA ITEMS

### 9. FUTURE AGENDA ITEMS

## WORKSHOP

### 10. COMP PLAN COMMITTEE - SURVEY AND COMMERCIAL ZONING DUBLIN ROAD SAFETY ISSUES

## 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 September 16, 2022, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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

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Date Notice Removed

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Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	<a href="#">Peanut Butter Food Drive For North Texas Food Bank Info</a>	

### AGENDA SUBJECT

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

PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1-30, 2022

NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 4, 2022, 6 PM – 9 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, OCTOBER 12, 2022, 4 PM

PARKERFEST - SUNDAY, OCTOBER 30, 2022, 3 PM to 6 PM

EARLY VOTING: MONDAY, OCTOBER 24, 2022 - FRIDAY, NOVEMBER 4, 2022

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NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, OCTOBER 29, 2022, 10 AM – 2 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 1, 2022, 7 PM – CANCELED – DUE TO NOVEMBER 8, 2022  
GENERAL ELECTION EARLY VOTING

HOLIDAY TREE LIGHTING - SUNDAY, NOVEMBER 27, 2022, 4 PM – 6 PM

### SUMMARY

Please review information provided.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022



# SPREAD THE HOPE

## PEANUT BUTTER DRIVE



# September 1 – 30, 2022

Every September during Hunger Action Month, the North Texas Food Bank creates awareness about food insecurity and hosts the Peanut Butter Drive which collects a shelf-stable, kid-friendly protein for our hungry neighbors. The goal for the 2022 drive is 500,000 pounds of peanut butter physically and virtually.

Let's help meet the goal by collecting regular-sized, plastic jars of peanut butter to help feed children and their families who are facing hunger.

Collect physical Peanut Butter or donate to the Virtual Peanut Butter Drive. For more info visit [ntfb.org/peanutbutterdrive](http://ntfb.org/peanutbutterdrive).



# SPREAD THE HOPE

## PEANUT BUTTER DRIVE



# Septiembre 2022

Cada septiembre durante el Mes de Acción contra el Hambre (Hunger Action Month), el banco de alimentos North Texas Food Bank (NTFB) crea conciencia sobre la inseguridad alimentaria NTFB organiza una campaña para recoger la mantequilla de maní (o crema de cacahuete) ya que esta es una proteína estable y buena para los niños. Nuestra meta para la campaña 2022 es 500.000 libras de donaciones de mantequilla de maní o donaciones monetarias.

Ayúdenos a cumplir la meta recolectando frascos de plástico de mantequilla de maní de tamaño regular para ayudar a alimentar a niños y sus familias en el norte de Texas.

**Ayúdanos a recolectar mantequilla de maní o pueden donar a la campaña virtual. Para obtener más información, visite [ntfb.org/peanutbutterdrive](http://ntfb.org/peanutbutterdrive).**



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	• <a href="#"><u>Proposed Minutes</u></a>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR SEPTEMBER 6, 2022.

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022



**MINUTES**  
**CITY COUNCIL MEETING**  
**SEPTEMBER 6, 2022**

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

The Parker City Council met in a regular meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettle called the meeting to order at 7:00 p.m. Mayor Pro Tem Michael Slaughter and Councilmembers Diana M. Abraham, Terry Lynch, and Cindy Meyer were present. Councilmember Reed was absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Trey Lansford, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E., Fire Chief Mike Sheff, and Police Chief Richard Brooks

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Jerry Tartaglino (Former Mayor 2006-2008) led the pledge.

TEXAS PLEDGE: LeAnn Turrentine led the pledge.

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

No comments

**ITEMS OF COMMUNITY INTEREST**

Mayor Pettle reviewed the items listed below:

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

PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1-30, 2022

In September, there will be a box in the foyer of City Hall, to place food donations with an emphasis on peanut butter and jelly for the North Texas Food Bank.

COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, SEPTEMBER 7, 2022, 9 AM

Mayor Pro Tem Slaughter said there will be a COMP Plan Committee Wednesday, September 7, 2022, at 9 AM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 14, 2022, 4 PM

The Wednesday, September 14, 2022, Parks and Recreation Commission (P&R) meeting is being planned, and the agenda will be available on the City's website, [www.parkertexas.us](http://www.parkertexas.us).

Mayor Pettle noted October 11, 2022 was the last day to register to vote for the November 8, 2022 Election.

Mayor Pettle asked everyone to mark their calendar for the following events:

CITY COUNCIL (CC) – TUESDAY, OCTOBER 4, 2022, 7 PM – CANCELED – DUE TO NATIONAL NIGHT OUT (NNO)

NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 4, 2022, 6 P.M. – 9 P.M.

PARKERFEST - SUNDAY, OCTOBER 30, 2022, 3 PM to 6 PM

EARLY VOTING: MONDAY, OCTOBER 24, 2022 - FRIDAY, NOVEMBER 4, 2022

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NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 29, 2022, 10 AM – 2 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 1, 2022, 7 PM – CANCELED – DUE TO NOVEMBER 8, 2022 GENERAL ELECTION EARLY VOTING

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

1. APPROVAL OF MEETING MINUTES FOR AUGUST 16, 2022.
2. APPROVAL OF MEETING MINUTES FOR AUGUST 22, 2022.

MOTION: Mayor Pro Tem Slaughter moved to approve consent agenda items 1 and 2 as specified. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, and Slaughter voting for the motion. Motion carried 4-0.

## INDIVIDUAL CONSIDERATION ITEMS

### 3. TEMPORARY MORATORIUM EXTENSION:

PUBLIC HEARING REGARDING EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Mayor Pettle opened a public hearing regarding the extension of the temporary moratorium at 7:05 p.m.

City Engineer John Birkhoff, P.E., of Birkhoff, Hendricks & Carter, LLP, reviewed the City of Parker's current water supply and demand. With reference to his letter included in tonight's Council packet, dated September 2, 2022, to City Administrator Luke Olson, Mr. Birkhoff indicated after the engineering firm's February evaluation there was "no change in their recommendation that no additional lots be approved for development until a contract with North Texas Municipal Water District (NTMWD) is executed."

Mr. Birkhoff stated 797 of the original 834 lots the City already approved for development and the water demand would be at and potentially beyond the contracted supply from North Texas Municipal Water District (NTMWD). Mr.

Birkhoff recommends that no additional lots be approved until a second pump station is brought online, the new NTMWD water supply contract is signed, and "further, the City review the hourly usage records in depth and determine methods to better manage and its peak use." Therefore, Mr. Birkhoff recommends extending the temporary moratorium.

Jerry Tartaglino, 4103 Pecan Orchard Drive, said he owns three (3) pieces of property in Parker, Texas and Parker's Extraterritorial jurisdiction (ETJ), approximately nine (9) acres. He and his family historically have not used much or an excessive amount of water, irrigating from a lake on the property. He would like to build on the property in the Parker ETJ and is confused as to why his ETJ platting verification with Collin County has been refused or remains unsigned by the City. Mr. Tartaglino said he did not understand how the City's temporary moratorium affected his property in the ETJ. Mr. Tartaglino asked the City to tell him what he needs to do to get a waiver or resolve the issue. City Attorney Lansford said the public hearing was for moratorium comments, but it is not for questions and dialogue. He would be happy to meet with Mr. Tartaglino and Public Works Director Machado to help provide information and encouraged Mr. Tartaglino to call and arrange for an appointment.

No one else came forward.

Mayor Pettle declared the public hearing closed at 7:28 p.m.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 824 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Mayor Pro Tem Slaughter read Ordinance No. 824 caption as follows:

*"AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, AND DETERMINATION AND APPEALS; PROVIDING FOR SEVERABILITY, REPEALER, ENFORCEMENT, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE."*

MOTION: Mayor Pro Tem Slaughter moved to approve Ordinance No. 824 extending the temporary moratorium enacted by Ordinance No.'s 815 and 812 on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, and Slaughter voting for the motion. Motion carried 4-0.

#### 4. PARKER PARKS AND RECREATION COMMISSION ANNUAL REVIEW.

P&R Vice Chair LeAnn Turrentine reviewed the P&R Commission's Annual Update Report.

Mayor and City Council agreed P&R has done a great job and approved the Commission continuing for another year. They thanked P&R Commission members for their service and commended them for their outstanding work.

#### ROUTINE ITEMS

##### 5. UPDATE(S):

FM 2551

City Administrator Olson said he did not have an update on FM 2551. The project has stalled, waiting on utility providers to get supplies and finish. Mr. Olson did say any updates will be reflected on the City's website at [www.parkertexas.us](http://www.parkertexas.us).

ANY COMMITTEE UPDATES, AS NEEDED.

#### FUTURE AGENDA ITEMS

##### 6. FUTURE AGENDA ITEMS

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

The Mayor stated the approval of the updates on various City maps would be on the September 20, 2022 City Council agenda. Councilmember Lynch said she would like to add an agenda item or workshop in regard to water to the future agenda items. Hearing no additional requests, the Mayor encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, September 20, 2022.

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 7:46 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 9:17 p.m.

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

No action was taken.

**ADJOURN**

Mayor Lee Pettle adjourned the meeting at 9:18 p.m.

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED:

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

Approved on the 20th day  
of September, 2022.

PROPOSED



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: September 11, 2022
Exhibits:	None

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESCINDING  
CANCELATION OF THE OCTOBER 4, 2022 REGULAR MEETING.

### SUMMARY

On August 16, 2022, Council canceled the Tuesday, October 4, 2022 City Council meeting due to National Night Out (NNO) commencing at 6 PM – 9 PM. Now, October 4, 2022 is needed for a Water Workshop from 3 PM – 5 PM and staff requests Council rescind the cancelation.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Police Chief Brooks
Fund Balance-before expenditure:	Prepared by:	Police Chief Brooks
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	1. <a href="#"><u>Proposed Resolution</u></a> 2. <a href="#"><u>FY23 Jail Services Amendment</u></a> 3. <a href="#"><u>FY 2023 Inmate Housing Fees 4-19-22</u></a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022- 713 PROVIDING FOR THE MODIFICATION AND EXECUTION OF THE JAIL SERVICES CONTRACT AMENDMENT TWO (2) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.

### SUMMARY

This is a one-year extension of the Jail Services Agreement with Collin County executed by Council in 2020 (Resolution 2020-640) and renewed on 06/01/2021 (Resolution 2021-668). As stated in Item #1 of the Contract Amendment Two (2), the term of this extension shall be for a period of one (1) year beginning October 1, 2022 and shall continue in full force and effect through September 30, 2023. Either party may terminate this Agreement for any reason by giving a 90-day written notice to the other party. Item #2 establishes the Basic Charge of \$76.54 per day or part of day per inmate will be charged to the City for one year beginning October 1, 2022 and ending September 30, 2023. The current rate is \$58.80. The original Agreement was adopted in 2002.

(Note: This gives clarity to the reason for the increased fee for this extension. The Proposed Inmate per day Expense Entity Impact fee sheet states: "CARES Act funding was used in FY2020 to cover a portion of Public Safety Salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.")

The Police Department is requesting that Council approve this agreement.

As Council is aware, we have entered into an agreement with Wylie Police Department for primary jail services so that Class C Misdemeanor charges, including Parker Municipal Court Warrants, can be processed in that facility. The Police Department would reserve this Collin County Agreement as a back-up jail facility. We will not be charged unless we book a prisoner into the Collin County Facility.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		

Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

**RESOLUTION NO. 2022-713**  
*(Amendment to Collin County Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE AMENDMENT OF THE JAIL SERVICES  
AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an agreement for Jail Service with Collin County; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City Council of the City of Parker has approved an agreement with Collin County for the provision of jail services; and

**WHEREAS**, Collin County has proposed an amendment to said agreement increasing the fees therein.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to execute an amendment to the agreement with Collin County for Police Jail Services in substantially the form attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED** this 20th day of September, 2022.

ATTEST:

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

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

APPROVED TO FORM:

\_\_\_\_\_  
Larence M. Lansford, III, City Attorney



## Contract Modification Document

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: City of Parker  
5700 E. Parker Road  
Parker, TX 75002

Contract No. 2021-005  
Contract: Jail Services, City of Parker

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### YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

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Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Charges for fiscal year 2023: \$76.54 per day, per inmate

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Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

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Amendment No. 2 has been accepted and authorized by authority of Collin County Commissioners Court  
by Court Order No. \_\_\_\_\_ effective on 10/1/2022.

ACCEPTED BY:

---

SIGNATURE

(Print Name)

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

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

---

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

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

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HISTORICAL INFORMATION

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Awarded by Court Order No. 2020-965-10-05

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-607-06-28</u>	Summary	Renewal 1
Amendment	<u>No. 2</u>	Court Order No.		Summary	<u>Agreement extended and fees</u>

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Entity	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2021 Inmate Days Utilizing FY 2023 Adopted Rate
Anna	\$ 3,489.50	\$ 3,768.66	\$ 4,606.14	\$ 4,395.09	\$ 4,543.88	\$ 4,296.27	\$ 3,597.61
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	-	-	\$ -
Celina	1,674.96	3,210.34	1,674.96	3,589.86	2,271.94	822.69	\$ 688.90
Collin Co. Community College	-	-	139.58	-	-	274.23	\$ 229.63
Community ISD	-	-	-	-	-	-	\$ -
DART	-	-	209.37	-	188.94	-	\$ -
Fairview	1,186.43	1,326.01	1,256.22	188.94	98.78	639.87	\$ 535.81
Farmersville	5,443.62	3,140.55	3,000.97	3,873.27	1,284.14	1,462.56	\$ 1,224.72
Farmersville ISD	-	-	-	-	-	-	\$ -
Josephine	69.79	209.37	-	-	98.78	-	\$ -
Lavon	907.27	348.95	837.48	1,133.64	790.24	-	\$ -
Lucas	348.95	-	-	94.47	-	-	\$ -
McKinney	88,005.19	73,349.29	63,090.16	70,285.68	36,977.85	33,090.42	\$ 27,709.22
Melissa	5,024.88	2,512.44	3,768.66	3,495.39	3,457.30	5,119.06	\$ 4,286.59
Murphy	2,652.02	4,885.30	3,419.71	3,400.92	4,642.66	1,279.74	\$ 1,071.63
Parker	139.58	209.37	418.74	-	395.12	-	\$ -
Princeton	5,652.99	12,283.04	5,304.04	7,935.48	5,926.80	4,753.32	\$ 3,980.33
Prosper	1,884.33	1,954.12	2,372.86	3,684.33	4,247.54	914.10	\$ 765.45
Prosper ISD	-	-	-	-	-	-	\$ -
St Paul	-	-	-	-	-	-	\$ -
Westminister	-	-	-	-	-	-	\$ -
Wylie	-	2,931.18	3,978.03	7,179.72	2,271.94	91.41	\$ 76.54
	\$ 116,479.51	\$ 110,128.62	\$ 94,076.92	\$ 109,256.79	\$ 67,195.91	\$ 52,743.67	\$ 44,166.43
Rates	\$ 69.79	\$ 69.79	\$ 69.79	\$ 94.47	\$ 98.78	\$ 91.41	\$ 76.54
# City Days	1,669	1,578	1,348	1,157	680	577	
Federal Inmate Housing	\$ 905,525.25	\$ 919,901.99	\$ 821,360.10	\$ 952,492.33	\$ 1,179,869.74	\$ 510,154.19	\$ 510,154.19
# Federal Days	12,975	13,181	11,769	13,648	11,944	4,859	

Facility Utilization

% County	95.54%	95.99%	96.41%	96.16%	96.39%	98.41%
% City	0.51%	0.43%	0.37%	0.30%	0.19%	0.17%
% Federal	3.95%	3.58%	3.22%	3.54%	3.41%	1.42%

**NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.**

**RESOLUTION NO. 2021-668**  
*(Amendment to Collin County Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE AMENDMENT OF THE JAIL SERVICES  
AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an agreement for Jail Service with Collin County; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City Council of the City of Parker has approved an agreement with Collin County for the provision of jail services; and

**WHEREAS**, Collin County has proposed an amendment to said agreement reducing the fees therein.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to execute an amendment to the agreement with Collin County for Police Jail Services in substantially the form attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED** this 1st day of June, 2021.

ATTEST:

  
Lee Pettle, Mayor  
Patti Scott Grey, City Secretary

APPROVED TO FORM:

  
Brandon Shelby, City Attorney



## Contract Amendment

One (1)

Office

Meeting Date: 09/20/2022 Item 3.

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: City of Parker  
5700 E. Parker Road  
Parker, TX 75002

Effective Date 10/1/2021  
Contract No. 2021-005  
Contract Interlocal Agreement for Jail Services

Awarded by Court Order No.: 2020-965-10-05  
Amendment 1 Court Order No.: \_\_\_\_\_

### YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for the period of October 1, 2021 through September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice.

ITEM #2: Charges for fiscal year 2022: \$58.80 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Lee Pettle (Print Name)  
City of Parker  
5700 E. Parker Road  
Parker, TX 75002

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

Lee Pettle  
TITLE: Mayor  
DATE: 6/1/2021

Michelle Charnoski  
Purchasing Agent, CPPB  
DATE: \_\_\_\_\_

**RESOLUTION NO. 2020-640**  
*(2020-2021 Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL  
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND  
COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to make the required payments.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially similar form to that attached hereto and approved by the City Attorney.

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

**APPROVED AND ADOPTED** this 9th day of September, 2020.

ATTEST:

  
Patti Scott Grey, City Secretary



  
Mayor Pro Tem Ed Standridge

**APPROVED TO FORM:**

  
Brandon Shelby, City Attorney

RESOLUTION NO. 2020-640  
*(2020-2021 Jail Services Agreement)*

# Interlocal Jail Services Agreement

This agreement is entered into on the 9<sup>th</sup> day of September 2020, by and between the City of Parker and Collin County. Both are political subdivisions of the State of Texas.

## Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

## Section 1. Definitions

### 1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

## Section 2. Term

### 2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

### 2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

## Section 3. Services

### 3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

### 3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

#### **Section 4. Non-Exclusivity of Service Provision**

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See Gov’t Code, § 791.011(e).*

##### **5.02 Additional Charges**

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

### **5.03 Billing**

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

### **5.04 Cost of Additional Charges**

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

### **5.05 Source of Payment**

The City will make all payments required under this Agreement from current revenues available to the City. *See Gov't Code, § 791.011(d)(3).*

## **Section 6. Lawful Arrest and Detention**

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

## **Section 7. Procedures**

### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

### **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

## **Section 8. Civil Liability**

The City and County (“Parties”) agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. *See Gov’t Code, § 791.006(b).*

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, “County” includes its officials, officers, deputies, employees, insurers, and agents. “City” includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties’ supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Parker or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

## **Section 9. Amendment**

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party’s governing body under section 791.011(d) of the Government Code.

## **Section 10. Controlling Law**

Texas law will govern this Agreement and the parties’ claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum’s choice-of-law rules.

## **Section 11. Notices**

### **11.01 Form of Notice**

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

## 11.02 Addresses

A party will address a communication to the other's address as follows:

(A) Collin County, to:  
Sheriff Jim Skinner  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, Texas 75071

(B) Collin County Administrator, to:  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

(C) Collin County Purchasing  
Collin County Administration Bldg.  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071

(D) Lee Pettle, Mayor  
Parker City Hall  
5700 E. Parker Road  
Parker, TX 75002

Richard D. Brooks, Chief of Police  
Parker City Hall  
5700 E. Parker Road  
Parker, TX 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill  
Collin County Judge  
Collin County Administration Building  
2300 Bloomdale Rd. Suite 4192  
McKinney, Texas 75071

## **Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the

mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

### **Section 13. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

### **Section 14. Counterparts**

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

### **Section 15. Obligations of Condition**

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

### **Section 16. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

### **Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

### **Section 18. No Partnership or Agency**

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

**Section 19. Force Majeure**

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

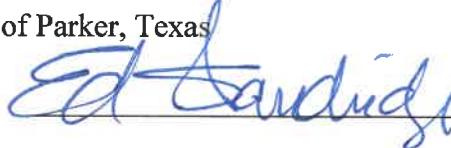
By:

Chris Hill, County Judge

Date:

City of Parker, Texas

By:



Date: September 9, 2020

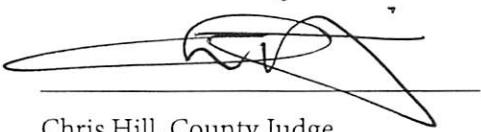
Title: Ed Standridge, Mayor Pro Tem

State of Texas	§	Court Order
Collin County	§	2020-965-10-05
Commissioners Court	§	

An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal jail services agreement with the City of Parker effective October 1, 2020 through and including September 30, 2021, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, October 5, 2020.



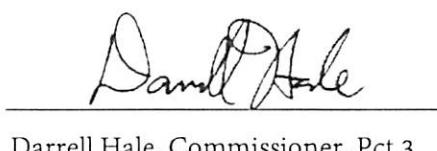
Chris Hill, County Judge



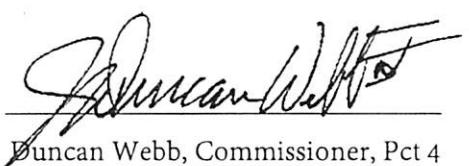
Susan Fletcher, Commissioner, Pct 1



Cheryl Williams, Commissioner, Pct 2



Darrell Hale, Commissioner, Pct 3



Duncan Webb, Commissioner, Pct 4



ATTEST: Stacey Kemp, County Clerk

# Interlocal Jail Services Agreement

This agreement is entered into on the 5 day of October 2020, by and between the City of Parker and Collin County. Both are political subdivisions of the State of Texas.

## Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

## Section 1. Definitions

### 1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

## Section 2. Term

### 2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

### 2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

## Section 3. Services

### 3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

### 3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

#### **Section 4. Non-Exclusivity of Service Provision**

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See Gov’t Code, § 791.011(e).*

##### **5.02 Additional Charges**

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

### **5.03 Billing**

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

### **5.04 Cost of Additional Charges**

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

### **5.05 Source of Payment**

The City will make all payments required under this Agreement from current revenues available to the City. *See Gov't Code, § 791.011(d)(3).*

## **Section 6. Lawful Arrest and Detention**

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

## **Section 7. Procedures**

### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

### **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

## **Section 8. Civil Liability**

The City and County (“Parties”) agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. *See Gov’t Code, § 791.006(b).*

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, “County” includes its officials, officers, deputies, employees, insurers, and agents. “City” includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties’ supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Parker or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

## **Section 9. Amendment**

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party’s governing body under section 791.011(d) of the Government Code.

## **Section 10. Controlling Law**

Texas law will govern this Agreement and the parties’ claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum’s choice-of-law rules.

## **Section 11. Notices**

### **11.01 Form of Notice**

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

## 11.02 Addresses

A party will address a communication to the other's address as follows:

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill  
Collin County Judge  
Collin County Administration Building  
2300 Bloomdale Rd. Suite 4192  
McKinney, Texas 75071

## **Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the

**mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.**

### **Section 13. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

### **Section 14. Counterparts**

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

### **Section 15. Obligations of Condition**

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

### **Section 16. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

### **Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

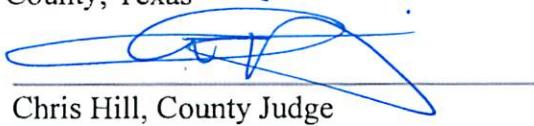
### **Section 18. No Partnership or Agency**

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

## Section 19. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

By: 

Chris Hill, County Judge

Date: 6 OCTOBER 2020

City of Parker, Texas

By: 

Date: September 9, 2020

Title: Ed Standridge, Mayor Pro Tem

**RESOLUTION NO. 2020-640**  
*(2020-2021 Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL  
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND  
COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to make the required payments.

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

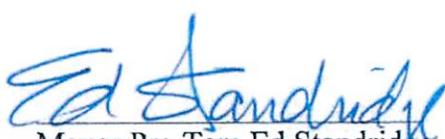
**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially similar form to that attached hereto and approved by the City Attorney.

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

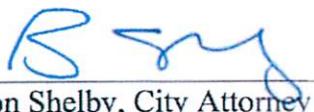
**APPROVED AND ADOPTED** this 9th day of September, 2020.

ATTEST:

  
Patti Scott Grey, City Secretary

  
Mayor Pro Tem Ed Standridge

**APPROVED TO FORM:**

  
Brandon Shelby, City Attorney

RESOLUTION NO. 2020-640  
*(2020-2021 Jail Services Agreement)*

**From:** [Brooke Scullin](#)  
**To:** [Richard Brooks](#)  
**Cc:** [Shannon Poe](#); [Patti Grey](#)  
**Subject:** FY 21 Signed Final Jail Interlocal Agreement & Court Order-City of Parker  
**Date:** Tuesday, October 13, 2020 3:37:16 PM  
**Attachments:** [FY 21 City of Parker Jail Services Signed & Final Court Order.pdf](#)

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Good afternoon,

Here is the signed final copy of the Jail Interlocal Agreement and court order for FY21, for your records. Please let me know if you will need an original to be mailed. Have a wonderful day!

Thank you,

*Brooke Scullin*

Buyer Assistant  
Collin County Purchasing  
2300 Bloomdale Road, Suite 3160  
McKinney, TX 75071  
972-548-4130



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	1. <a href="#">Proposed Resolution</a> 2. <a href="#">Annual Contract</a> 3. <a href="#">Resolution No. 2021-676</a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-714 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2022-2023.

### SUMMARY

Type A General-Law Municipality.

Sec. 52.004. OFFICIAL NEWSPAPER.

(a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

Further, Chapter 2051, Subchapter C of the Texas Government Code lists four specific criteria for a newspaper in which certain, though not all, notices must be published. Such a newspaper must:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

Although these criteria may be a useful guide for cities that wish to designate an official newspaper and a strong argument that a certain newspaper qualifies as an official newspaper, Subchapter C does not require that a city use these criteria in selecting an official newspaper.

**POSSIBLE ACTION**

City Council may direct staff to take appropriate action.

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Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

**CITY OF PARKER**  
**RESOLUTION NO. 2022-714**  
*(Designating Official Newspaper)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER  
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2022-2023, AND  
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR  
THE PRIOR YEAR.**

**WHEREAS**, the City Council finds that *Dallas Morning News* is a paper of general circulation within the City of Parker; and

**WHEREAS**, the City Council finds that *Dallas Morning News*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2<sup>nd</sup> class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

**WHEREAS**, the City Council finds that *Dallas Morning News* is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Parker; and

**NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:**

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2022-2023, commencing October 1, 2022. The use of the newspaper prior to the date of this resolution is ratified by Council.

2. The Mayor is authorized and directed to execute a contract with Medium Giant Company, Inc. for continued publication in the *Dallas Morning News* establishing the applicable rates for publication of City notices.

3. Until September 30, 2023, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.

4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

5. This Resolution is effective immediately upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas, on this the 20th day of September, 2022.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

Proposed



## CITY OF ALLEN Advertising Contract

The  
Dallas  
Morning  
News

Prepared by:

**Max Tezkol**  
Legal Account Executive  
[max.tezkol@mediumgiant.co](mailto:max.tezkol@mediumgiant.co)  
214-977-7819

Prepared for:  
CITY OF PARKER  
Patti Scott Grey  
Asst.CityAdministrator/CitySecretary  
[PGrey@parkertexas.us](mailto:PGrey@parkertexas.us)  
972.442.6811 x235  
ACC# 100069579  
5700 East Parker Road  
Parker, TX 75002

ADVERTISING CONTRACT

**ADVERTISER INFORMATION:**

ADVERTISER: City of Parker  
 ACCOUNT #: 100069579  
 AGENCY: N/A  
 ACCOUNT #: N/A  
 START DATE: October 1, 2022

**CONTRACT INFORMATION:**

CATEGORY: Legal  
 LEVEL: \$5,000  
 RATE CARD YEAR: 2022  
 TYPE: 

- Frequency
- DVC X

  
 END DATE: September 30, 2023

Hereinafter referred to as Advertiser hereby contracts with Medium Giant Company, Inc, d/b/a Medium Giant (hereinafter "Publisher") for consumption of not less than \$5,000 of advertising through the use of Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period of 10/01/2022 - 09/30/2023 (12 months.).

Dallasnews.com expenditures revenues count toward the fulfillment of Publisher dollar volume contracts unless otherwise stipulated.

Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of Publisher at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due Publisher. This Agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

**ACCEPTED BY CLIENT REPRESENTATIVE:**

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**APPROVED BY MEDIUM GIANT REPRESENTATIVE:**

Name Max Tezkol  
 Signature \_\_\_\_\_  
 Title Legal Account Executive  
 Date 09/02/2022

## APPENDIX A

*\$5,000 Annual Spend Includes:*  
*\$4.30 per newspaper & line per day*  
*\$35.00 Liner / \$45.00 Display for dallasnews.com*  
*\$1 per Line of Bold Type*  
*\$15 Bordered in Column Classified Legal Ad*  
*\$1 per newspaper line per day for Al Dia*

## Further Conditions of this Contract

1. Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20th of the month for space billed in the preceding calendar month. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law.
3. Publisher's rates in this contract are based on an assumed classification for the advertising being placed. If at any time Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this contract shall be run at a revised rate. Advertiser agrees to pay Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must advise Publisher before any additional insertions are run. If Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this contract shall be terminated, and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If Advertiser requests a specific position for the advertisement, then Advertiser agrees to pay the rate for such specific position provided the position is available. Publisher is not required to accommodate a request for a specified position. If a specified position requested by Advertiser is not available, then Publisher may position the copy in any position according to the Publisher's rules of composition, position, and shape, and Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position unless Publisher is notified in writing by Advertiser that the copy is to be printed only in the specified position.
6. If Advertiser fails to make payment of undisputed sums as agreed, then Publisher and Advertiser agree that Publisher may at any time terminate this contract. Termination of the contract shall in no way affect the obligation of Advertiser to pay undisputed amounts due at the time of termination.
7. In case of omission or error by Publisher in an advertisement, Publisher shall not be liable for damages. Advertiser's sole remedy shall be that Advertiser shall not be liable for the entire cost of the advertisement. Publisher will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement by this percentage amount or offer replacement ad equal to the percentage amount.
8. Advertising running consecutively will be carried until Advertiser notifies Publisher in writing that copy will be changed or the advertisement will be suspended.
9. In the event of a default or other breach of this contract by either party, the prevailing party shall be entitled to recover attorney's fees and costs.
10. While this contract is in effect, should any conditions arise that affect the cost of newspaper operation, such as imposition by government of a sales tax or increased material or production costs, Publisher reserves the right to increase the advertising rates named on the reverse side of this page or incorporated into this page by reference. In such event, however, Publisher must give Advertiser at least thirty (30) days notice of the increase, and if such increase is not satisfactory to Advertiser, then Advertiser may terminate this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and does not infringe or otherwise violate the copyright, trademark, service mark, or other intellectual property rights, or rights of privacy or publicity, of any third party. Advertiser agrees to indemnify, defend, and hold harmless Publisher, its parent company and affiliates and each of their directors, officers, agents, and employees from and against all claims, exposure, liability, loss, or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from the publication of Advertiser's material. This indemnification shall not apply to willful misconduct by any employee of Publisher.
12. This contract is made and entered into under Publisher's current published schedule of rates in effect on the date of this contract, and by reference such schedule is expressly made a part of this contract. Advertiser assumes responsibility for being knowledgeable about such current published schedule of rates, and Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher, in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of the billing date. All such claims not submitted within thirty (30) days shall be considered waived.
14. If Publisher's "Application for Credit" form has been completed and submitted by Advertiser in connection with this contract, then Advertiser warrants that the information contained in that application is true, accurate, and correct and agrees that the making of any false statements in that application constitutes a material breach of this contract.
15. Any "Application for Credit" form executed by Advertiser is part of this contract and incorporated into this contract fully by reference.
16. Advertiser, and the person, if any, signing on Advertiser's behalf, warrants that he or she has the authority to make and sign this contract.
17. Advertiser agrees to immediately notify Publisher in writing of any change in ownership of Advertiser's business operation. The Advertiser further agrees to assume liability for and make payment of all advertising published pursuant hereto in the event Advertiser's business is sold, merged, or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.

# Standard Terms and Conditions

**1. General.** Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.

**2. Launch of Services.** Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.

**3. Proofs; Responsibility for Ads.** Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.

**4. Placement.** Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.

**5. No Guarantees.** Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.

**6. License to Advertiser Materials.** Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.

**7. Delivery of Advertiser Materials.** Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.

**8. Payment Terms.** The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments). Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.

**9. Taxes.** Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.

**10. Termination.** Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement

will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.

**11. Trademark License.** Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives Advertiser any right to use the trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

**12. Reservation of Rights.** Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

**13. End User Information.** Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

**14. Advertiser Representations and Warranties.** Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

**15. Indemnification.** Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

**16. Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

**17. Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

**18. Force Majeure.** Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

**19. Modifications to this Agreement.** Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including Exhibit A) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

**20. Miscellaneous.** Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in Exhibit A, are for

the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.

## EXHIBIT A - Service Specific Terms

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

**1. Search Engine Optimization ("SEO").** Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URL's identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.

**2. Search Engine Marketing ("SEM").** Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.

**3. Social Media Management ("SMM").** Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.

**4. Reputation Management ("RM").** Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.

**5. LocalTrack.** During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon, completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and/or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider and or Vendors to administer, monitor, use and access Advertiser recorded calls as Advertiser's agent.

Advertiser shall defend, indemnify, and hold harmless Publisher, Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

**6. Websites, Mobile Sites & E-Commerce.** Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.

**7. Email Marketing.** The email marketing Service, and any related offerings and products, are collectively referred to herein as the "Email Products." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.

**8. Press Release Services ("PRS").** In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.

**CITY OF PARKER**  
**RESOLUTION NO. 2021-676**  
*(Designating Official Newspaper)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER  
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2021-2022, AND  
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR  
THE PRIOR YEAR.**

**WHEREAS**, the City Council finds that *Dallas Morning News* is a paper of general circulation within the City of Parker; and

**WHEREAS**, the City Council finds that *Dallas Morning News*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2<sup>nd</sup> class postal matter in the county where published;
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

**WHEREAS**, the City Council finds that *Dallas Morning News* is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Parker; and

**NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:**

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2021-2022, commencing October 1, 2021. The use of the newspaper prior to the date of this resolution is ratified by Council.

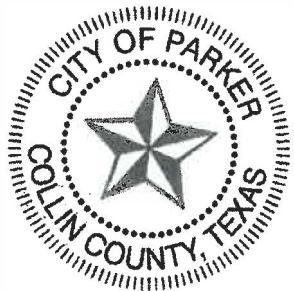
2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.

3. Until September 30, 2022, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.

4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

5. This Resolution is effective immediately upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas, on this the 7th day of September, 2021.



CITY OF PARKER

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott D. Levine, Interim City Attorney

Category: (Legal)

Contract Date 10/01/2021

Level: \$5,000

Frequency X

Rate card Year: 2021

DVC

## ADVERTISING CONTRACT

**Advertiser Name: CITY OF PARKER - Acct #: 100069579**

Hereinafter referred to as Advertiser hereby contracts with The Dallas Morning News, Inc. d/b/a Belo + Company (hereinafter "Publisher") for consumption of not less than \$5,000 of advertising through the use of Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period beginning 10/01/2021 and 09/30/2022.

Dallasnews.com expenditures revenues count toward the fulfillment of Publisher dollar volume contracts unless otherwise stipulated.

Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of Publisher at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due Publisher. This Agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

**Signed:**

**The Dallas Morning News, Inc.  
d/b/a Belo + Company  
Dallas, TX 75202**

Print Name: Max Tezkal

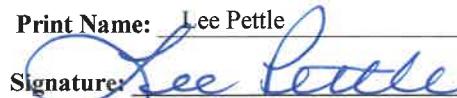
Signature: 

Title: Legal Account Executive

Date: 08/31/2021

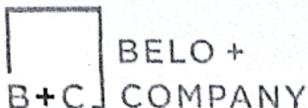
**CITY OF PARKER  
5700 E. Parker Road  
PARKER, TX 75002**

Print Name: Lee Pettle

Signature:  09/07/2021

Title: Mayor

Date: 08/31/2021



**The Dallas Morning News**

**Category: (Legal)**

**Contract Date** 10/01/2021

**Level: \$5,000**

**Frequency X**

**Rate card Year: 2021**

**DVC**

## ADVERTISING CONTRACT

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Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of Publisher at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due Publisher. This Agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

**Signed:**

The Dallas Morning News, Inc.  
d/b/a Belo + Company  
Dallas, TX 75202

Print Name: Max Tokol

Signature:

Title: Legal Account Executive

Date: 08/31/2021

**CITY OF PARKER**  
5700 E. Parker Road  
PARKER, TX 75002

Print Name: Lee Pettle

Signature:

09/07/2021

Title: Mayor

Date: 08/31/2021

## **Appendix A**

**\$5,000 Annual Spend Includes:**

**\$4.15 per newspaper line per day**

**\$35.00 Liner / \$45.00 Display for dallasnews.com**

**\$1 per Line of Bold Type**

**\$15 Bordered in Column Classified Legal Ad**

**\$.90 per newspaper line per day for Al Dia**

## FURTHER CONDITIONS OF THIS CONTRACT

1. Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20<sup>th</sup> of the month for space billed in the preceding calendar month. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law.
3. Publisher's rates in this contract are based on an assumed classification for the advertising being placed. If at any time Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this contract shall be run at a revised rate. Advertiser agrees to pay Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must advise Publisher before any additional insertions are run. If Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this contract shall be terminated, and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If Advertiser requests a specific position for the advertisement, then Advertiser agrees to pay the rate for such specific position provided the position is available. Publisher is not required to accommodate a request for a specified position. If a specified position requested by Advertiser is not available, then Publisher may position the copy in any position according to the Publisher's rules of composition, position, and shape, and Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position unless Publisher is notified in writing by Advertiser that the copy is to be printed only in the specified position..
6. If Advertiser fails to make payment of undisputed sums as agreed, then Publisher and Advertiser agree that Publisher may at any time terminate this contract. Termination of the contract shall in no way affect the obligation of Advertiser to pay undisputed amounts due at the time of termination.
7. In case of omission or error by Publisher in an advertisement, Publisher shall not be liable for damages. Advertiser's sole remedy shall be that Advertiser shall not be liable for the entire cost of the advertisement. Publisher will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement by this percentage amount or offer replacement ad equal to the percentage amount.
8. Advertising running consecutively will be carried until Advertiser notifies Publisher in writing that copy will be changed or the advertisement will be suspended.
9. In the event of a default or other breach of this contract by either party, the prevailing party shall be entitled to recover attorney's fees and costs.
10. While this contract is in effect, should any conditions arise that affect the cost of newspaper operation, such as imposition by government of a sales tax or increased material or production costs, Publisher reserves the right to increase the advertising rates named on the reverse side of this page or incorporated into this page by reference. In such event, however, Publisher must give Advertiser at least thirty (30) days notice of the increase, and if such increase is not satisfactory to Advertiser, then Advertiser may terminate this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and does not infringe or otherwise violate the copyright, trademark, service mark, or other intellectual property rights, or rights of privacy or publicity, of any third party. Advertiser agrees to indemnify, defend, and hold harmless Publisher, its parent company and affiliates and each of their directors, officers, agents, and employees from and against all claims, exposure, liability, loss, or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from the publication of Advertiser's material. This indemnification shall not apply to willful misconduct by any employee of Publisher.
12. This contract is made and entered into under Publisher's current published schedule of rates in effect on the date of this contract, and by reference such schedule is expressly made a part of this contract. Advertiser assumes responsibility for being knowledgeable about such current published schedule of rates, and Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher, in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of the billing date. All such claims not submitted within thirty (30) days shall be considered waived.
14. If Publisher's "Application for Credit" form has been completed and submitted by Advertiser in connection with this contract, then Advertiser warrants that the information contained in that application is true, accurate, and correct and agrees that the making of any false statements in that application constitutes a material breach of this contract.
15. Any "Application for Credit" form executed by Advertiser is part of this contract and incorporated into this contract fully by reference.
16. Advertiser, and the person, if any, signing on Advertiser's behalf, warrants that he or she has the authority to make and sign this contract.
17. Advertiser agrees to immediately notify Publisher in writing of any change in ownership of Advertiser's business operation. The Advertiser further agrees to assume liability for and make payment of all advertising published pursuant hereto in the event Advertiser's business is sold, merged, or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.

## Standard Terms and Conditions

1. **General.** Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.
2. **Launch of Services.** Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.
3. **Proofs; Responsibility for Ads.** Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.
4. **Placement.** Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.
5. **No Guarantees.** Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.
6. **License to Advertiser Materials.** Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.
7. **Delivery of Advertiser Materials.** Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.
8. **Payment Terms. The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments).** Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.
9. **Taxes.** Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.
10. **Termination.** Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.
11. **Trademark License.** Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by

Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

**12. Reservation of Rights.** Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

**13. End User Information.** Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

**14. Advertiser Representations and Warranties.** Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

**15. Indemnification.** Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

**16. Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

**17. Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

**18. Force Majeure.** Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

**19. Modifications to this Agreement.** Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including [Exhibit A](#)) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

**20. Miscellaneous.** Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in [Exhibit A](#), are for the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.

**EXHIBIT A**  
**Service-Specific Terms**

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

1. Search Engine Optimization ("SEO"). Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URL's identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.
2. Search Engine Marketing ("SEM"). Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.
3. Social Media Management ("SMM"). Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.
4. Reputation Management ("RM"). Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.
5. LocalTrack. During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon, completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and /or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and

content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

6. Websites, Mobile Sites & E-Commerce. Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("**Store**") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.
7. Email Marketing. The email marketing Service, and any related offerings and products, are collectively referred to herein as the "**Email Products**." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.
8. Press Release Services ("**PRS**"). In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.

### Order Confirmation

**Customer:** CITY OF PARKER  
**Ad Order #:** 0001832484  
**Sales Rep:** Max (Mert) Tezkol

**Customer Account:** 100069579  
**PO Number:**  
**Order Taker:** Max (Mert) Tezkol

**Net Amount:** \$257.50      **Tax Amount:** \$0.00      **Total Amount:**  
**Payment Method:** Check/Money Order      **Payment Amount:** \$0.00      **Amount Due:**

**Ad Order #:** 0001832484

**Ad Number:** 0001832484-01

**Color:**      **Ad Size:** 2 X 25.00 Li

#### Ad Content

Notice is hereby given that the City Council for the City of Parker will hold a Public Hearing on Tuesday, September 20, 2022 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road to receive public comment on a request for permanent zoning of a tract of land containing 14.926 acres of land, more or less, located in the Richard Sparks Survey, Abstract No. 850, Tracts 1 through 4, generally identified as 3501 McCreary Road. The request for zoning has been submitted by Lovejoy New Venture LLC for a proposed permanent zoning of Single-Family Residential (SF).

The public hearing will be followed by discussion and possible action on the proposed zoning by the City Council regarding the same. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed zoning at any time before the public hearing.

#### Run Dates

Publish Date: 09/02/2022      Stop Date: 09/02/2022  
 Publish Date: 09/02/2022      Stop Date: 09/08/2022

#### Product

Dallas Morning News  
 DallasNews.com

#### Placement/Classification - Position

Legals Bids Notices - LN Legal Notices  
 Legals Bids Notices - LN Legal Notices



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	1. <a href="#">Public Hearing Notice</a> 2. <a href="#">P&amp;Z Backup [Zoning Application, Metes and Bounds Description of Property &amp; Property Exhibit]</a> 3. <a href="#">Proposed Ordinance w- Exhibits A &amp;B</a>	

### AGENDA SUBJECT

#### LOVEJOY NEW VENTURE LLC PERMANENT ZONING

#### PUBLIC HEARING FOR LOVEJOY NEW VENTURE LLC PERMANENT ZONING

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 825 REGARDING THE LOVEJOY NEW VENTURE LLC PERMANENT ZONING ON APPROXIMATELY 14.926 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE RICHARD SPARKS SURVEY, ABSTRACT NO. 850, TRACTS 1 THROUGH 4, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).

### SUMMARY

On August 25, 2022, Planning and Zoning (P&Z) Commission held a public hearing with no comments and voted unanimously (*Wright, Lozano, Jeang, Sutaria, and Crutcher*) to recommend approval of the Lovejoy New Venture, LLC's permanent Single Family (SF) zoning request.

Please review the information provided.

Any questions, contact Public Works Director Gary Machado at [Gmachado@parkertexas.us](mailto:Gmachado@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022



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

1. Requesting:

Permanent Zoning  SF  
 Re-Zoning  (See Note\*)  
 Annexation

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

Applicant/Company Name: KIMLEY-HORN & ASSOCIATES, INC.

Company Address: 260 EAST DAVIS STREET

MCKINNEY, TX 75069

Company Phone Number: (469) 452-2506

Company Email: BROCK.CORBETT@KIMLEY-HORN.COM

Contact Name: BROCK CORBETT

Contact Phone Number: (469) 452-2506

Contact Email: BROCK.CORBETT@KIMLEY-HORN.COM

2. Description and Location of Property:

- a. Survey and abstract: RICHARD SPARKS SURVEY, ABSTRACT NO. 850
- b. Lot and block: TRACT 1-4
- c. Total number of acres: 14.926 ACRES
- d. Location further described: ±1,800 LF N OF THE INTERSECTION OF MCCREARY RD AND MCWHIRTER RD

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

- a. North point, scale, and date
- b. Name and address of:
  - i. Applicant
  - ii. Engineer or surveyor responsible for survey of plat
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to the property
- e. Location of existing or platted streets within and adjacent to the existing property
- f. Location of all existing rights of way, utility, and/or drainage easements

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

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

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

Applicant:  Date: 07/14/2022

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

REQUEST FOR ZONING BOUNDARY CHANGE:

You are requested to supply the names and addresses of all property owners within 200 feet of the subject property, IN ALL DIRECTIONS.

1. NGOC NINH & ALFRED NGUYEN, 3507 MCCREARY RD
2. MICHAEL & LINDA G CABALERRO, 3511 MCCREARY RD
3. HENRY & LURA R RANEY, 7000 AUDUBON DR
4. CURTIS D & SUSAN POHL, 6906 AUDUBON DR
5. CALVIN G & JOYCE S ARNOLD, 6904 AUDUBON DR
6. ALEXANDER & MARIE DINVERNO, 6902 AUDUBON DR
7. SCOTT E & MARIA J FLETCHER, 6900 AUDUBON DR
8. STEVE RHODES, 6808 AUDUBON DR
9. MUDGY CREEK HOLDINGS LLC
10. CHUAN & KUET CHOI LO CHIAN, 3415 MCCREARY RD
11. AGAP ALLEN LLC, 3453 MCCREARY RD
12. DANNY VERDO FONDREN, 3399 MCCREARY RD
13. ROSE FRANCIS LELAND JR & SUE SYNNOTT
14. \_\_\_\_\_
15. \_\_\_\_\_

List others on reverse side, if necessary.

FAILURE TO COMPLETE AND SUBMIT THIS INFORMATION WILL RESULT IN THE REJECTION OF THE APPLICATION.

Thank you.  
City of Parker  
5700 E Parker Road  
Parker, Texas 75002

**City of Parker  
Fee Schedule  
2016**

<u>Current Fees</u>	
<i>Contractor Registration - Renewed Annually</i>	
Electrical Contractor	\$100.00
Fire Sprinkler Contractor	No Fee
General Contractor	\$100.00
Irrigation Contractor	\$100.00
Backflow Tester	\$100.00
Mechanical Contractor	\$100.00
Plumbing Contractor	No Fee
Pool Contractor	\$100.00
<i>Inspection Fees</i>	
Re-Inspections	\$50.00
Annual Backflow Test - Fire Sprinkler System (commercial)	\$25.00
Annual Fire System Inspection (commercial)	\$50.00
<i>Development Fees</i>	
Abandonment of Real Property	\$500.00
Annexation Petitions	\$400 plus \$5 /acre
Copies -Subdivision Regulations and Zoning Ordinance Book	\$150.00
Plat - Development	\$300 plus \$30/Acre
Plat -Preliminary	\$800 plus \$30/Acre
Plat - Final	\$800 plus \$30/Acre
Plat - Final Plat Filing Fees	100% plus 15% adm costs
Plat -Minor Subdivision (5 acres or less)	\$500 plus \$100/lot
Plat -Re-Plat Application/Amending Plat	\$500 plus \$15/lot
Public Works Inspection/Engineering Plans/Legal Review (50% Water/50% City)	5% of total construction costs
Site Plan	\$300 plus \$25/Acre
<i>Traffic Control Devices:</i>	
Per divided street intersection (signage)	\$300.00
Per linear foot per lane line (painting)	\$0.75
Per street intersection (signage)	\$150.00
Signs for street names (each)	\$200.00
Special Activities District	\$500 plus \$30/Acre*
Zoning - Special Use Permit	\$1,000.00
Special Use Permit Annual Renewal - Cross Creek Ranch, Ord. 273	\$1,000.00
 <i>Zoning Change Request, Zoning Change</i>	
Zoning Variance Request	\$600.00

**BEING** a tract of land situated in the Richard Sparks Survey, Abstract No. 850, Collin County, Texas, and being all of Tracts 1-4 as described in a Special Warranty Deed to Lovejoy New Venture, LLC, as recorded in Instrument No. 20210803001557140 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found for the easterly, northeast corner of said Tract 3 and the southeast corner of a called 1.69-acre tract of land, described in a Special Warranty Deed to Ngoc Ninh Nguyen and Alfred Nguyen, as recorded in Instrument No. 20200302000299260 of the Official Public Records of Collin County, Texas, same being on the westerly right of way line of McReary Road, a variable width right of way as described in a called 0.189-acre tract to the City of Parker, recorded in Instrument No 20070605000757940 of the Official Public Records of Collin County, Texas;

**THENCE** South 01°00'50" East, along the easterly line of said Tract 3 and the westerly right of way line of said McReary Road, a distance of 160.33 feet to the southeast corner of said Tract 3, same being the northeast corner of Lot 1, Block 1 of Parker Storage Addition, an addition to the City of Parker, according to the final plat recorded in Volume 2020, Page 144 of the Plat Records of Collin County, Texas;

**THENCE** South 89°21'04" West, departing the westerly right of way line of said McReary Road, along the southerly line of said Tract 3 and the northerly line of said Lot 1, Block 1, passing at a distance of 1.49 feet, a found 5/8-inch iron rod with a yellow plastic cap, passing the south common corner of said Tract 3 and aforesaid Tract 1, continuing along the southerly line of said Tract 1, a distance of 843.80 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of aforesaid Tract 4 and the northwest corner of a called 2.11-acre tract of land, described in a deed to Francis Leland Rose, Jr and Sue Synnott Rose, as recorded in Instrument No. 20181011001270540 of the Official Public Records of Collin County, Texas;

**THENCE** South 00°48'38" East, along the easterly line of said Tract 4 and the westerly line of said 2.11-acre tract, a distance of 470.08 feet to a 5/8-inch iron rod found for the southeast corner of said Tract 4 and the southwest corner of said 2.11-acre tract, same being on the northerly line of a called 9.75-acre tract of land, described in a Special Warranty to Muddy Creek Holdings, LLC as recorded in Instrument No. 20200225000261220 of the Official Public Records of Collin County, Texas;

**THENCE** South 89°23'06" West, along the southerly line of said Tract 4 and the northerly line of said 9.75-acre tract, a distance of 196.32 feet to a 1/2-inch iron rod with a yellow plastic cap found for the southwest corner of said Tract 4 and the northwest corner of said 9.75-acre tract, same being on the easterly line of a called 12.055-acre tract of land, described in a Special Warranty to Muddy Creek Holdings, LLC as recorded in Instrument No. 2020022100248590 of the Official Public Records of Collin County, Texas;

**THENCE** North 00°42'51" West, along the westerly line of said Tract 4 and the easterly line of said 12.055-acre tract, a distance of 469.96 feet to a 1/2-inch iron rod found for the northwest corner of said Tract 4 and the northeast corner of said 12.055-acre tract, same being on the southerly line of aforesaid Tract 1;

**THENCE** South 89°21'04" West, along the southerly line of said Tract 1 and the northerly line of said 12.055-acre tract, passing a 1/2-inch iron rod found for the southwest corner of said Tract 1 and the southeast corner of aforesaid Tract 2, continuing along the southerly line of said Tract 2, a distance of 557.91 feet to a 5/8-inch iron rod found for the southwest corner of said Tract 2 and

the northwest corner of said 12.055-acre tract, same being on the easterly line of a called 7.000-acre tract of land, described in a Special Warranty to Muddy Creek Holdings, LLC as recorded in Instrument No. 20200220000239240 of the Official Public Records of Collin County, Texas;

**THENCE** North 00°35'21" West, along the westerly line of said Tract 2 and the easterly line of said 7.000-acre tract, a distance of 397.13 feet to a 4" x 4" concrete monument found for the northwest corner of said Tract 2 and the southwest corner of Lot 8R, Block A of Brooks' Farm Estate Phase 1, an addition to the City of Parker, according to the plat recorded in Volume 2012, Page 287 of the Plat Records of Collin County, Texas;

**THENCE** North 89°26'29" East, along the northerly line of said Tract 2 and the southerly line of said Brooks' Farm Estates Phase 1, passing a 1/2-inch iron rod found for the north common corner of said Tract 2 and aforesaid Tract 1, continuing along the northerly line of said Tract 1, passing a 1/2-inch iron rod with a yellow plastic cap, stamped "ROOME" found for the north common corner of said Tract 1 and aforesaid Tract 3, continuing along the northerly line of said Tract 3, a total distance of 1,280.85 feet to a 1/2-inch iron rod with a yellow plastic cap found for the northerly, northeast corner of said Tract 3 and the northwest corner of aforesaid 1.69-acre tract;

**THENCE** South 00°35'45" East, along an easterly line of said Tract 3 and the westerly line of said 1.69-acre tract, a distance of 234.34 feet to a 1/2-inch iron rod found for the southwest corner of said 1.69-acre tract;

**THENCE** North 89°25'53" East, along a northerly line of said Tract 3 and the southerly line of said 1.69-acre tract, a distance of 315.17 feet to the **POINT OF BEGINNING** and containing 650,156 square feet or 14.926 acres of land.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998473133167834.



1/31/22

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Michael B. Marx  
 Registered Professional Land Surveyor No. 5181  
 Kimley-Horn and Associates, Inc.  
 6160 Warren Pkwy., Suite 210  
 Frisco, Texas 75034  
 Ph. 972-335-3580  
 michael.marx@kimley-horn.com





**ORDINANCE NO. 825***(Lovejoy New Venture LLC Permanent Zoning)*

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS, APPROVING A REQUEST FOR PERMANENT ZONING OF SINGLE-FAMILY RESIDENTIAL (SF) ON APPROXIMATELY 14.926 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE RICHARD SPARKS SURVEY, ABSTRACT NO. 850, TRACTS 1 THROUGH 4, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF); ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lovejoy New Venture LLC has submitted a request for permanent zoning of approximately 14.926 acres of land to Single-Family Residential (SF), legally described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

**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 held 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

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Parker, in considering the application for establishing an initial zoning district for the property and in the exercise of its legislative discretion have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Parker, and accordingly concludes that the permanent zoning request for the Property is in the public interest and should be granted as set forth herein;

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

**SECTION 1.** The findings and recitals in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

**SECTION 2.** The zoning district and use classification for the Property is hereby zoned to Single-Family Residential (SF) District.

**SECTION 3.** The City's official zoning map is hereby amended to show the established zoning district and classification.

**SECTION 4. SEVERABILITY CLAUSE.** It is hereby declared the intention of the City Council that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the City Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

ATTEST:

Patti Scott Grey, City Secretary

Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:

Larence M. Lansford, III, City Attorney

**BEING** a tract of land situated in the Richard Sparks Survey, Abstract No. 850, Collin County, Texas, and being all of Tracts 1-4 as described in a Special Warranty Deed to Lovejoy New Venture, LLC, as recorded in Instrument No. 20210803001557140 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

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**THENCE** South 89°21'04" West, departing the westerly right of way line of said McReary Road, along the southerly line of said Tract 3 and the northerly line of said Lot 1, Block 1, passing at a distance of 1.49 feet, a found 5/8-inch iron rod with a yellow plastic cap, passing the south common corner of said Tract 3 and aforesaid Tract 1, continuing along the southerly line of said Tract 1, a distance of 843.80 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of aforesaid Tract 4 and the northwest corner of a called 2.11-acre tract of land, described in a deed to Francis Leland Rose, Jr and Sue Synnott Rose, as recorded in Instrument No. 20181011001270540 of the Official Public Records of Collin County, Texas;

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All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998473133167834.

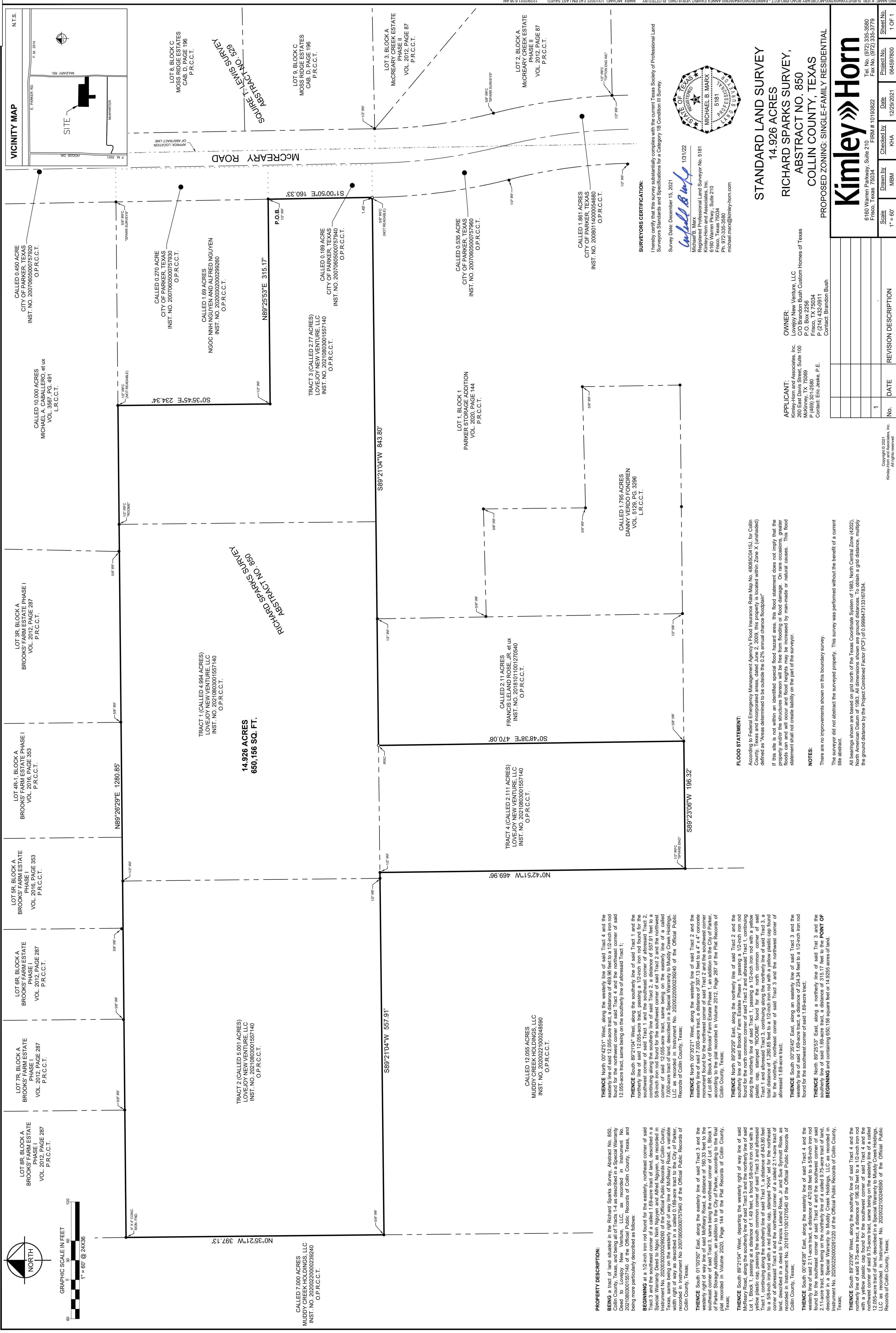


1/31/22

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Michael B. Marx  
 Registered Professional Land Surveyor No. 5181  
 Kimley-Horn and Associates, Inc.  
 6160 Warren Pkwy., Suite 210  
 Frisco, Texas 75034  
 Ph. 972-335-3580  
 michael.marx@kimley-horn.com







## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Public Works Director Gary Machado
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	1. <a href="#">Public Hearing Notice</a> 2. <a href="#">Proposed Ordinances</a> <ul style="list-style-type: none"> <li>• <a href="#">Ord. No. 826 – w- Annexation/Boundary Map</a></li> <li>• <a href="#">Ord. No. 827 – w-Updating the Zoning Map</a></li> <li>• <a href="#">Ord. No. 828 – w-Updating the Thoroughfare Map</a></li> </ul>	

### AGENDA SUBJECT

#### **CITY MAPS: (I) THE ANNEXATION/BOUNDARY MAP, (II) THE ZONING MAP, AND (III) THE THOROUGHFARE MAP UPDATE**

PUBLIC HEARING FOR CITY MAPS: (I) THE ANNEXATION/BOUNDARY MAP, (II) THE ZONING MAP, AND (III) THE THOROUGHFARE MAP UPDATE

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 826  
UPDATING THE ANNEXATION/BOUNDARY MAP

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 827  
UPDATING THE ZONING MAP

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 828  
UPDATING THE THOROUGHFARE MAP UPDATE

### SUMMARY

On August 25, 2022, Planning and Zoning (P&Z) Commission held a public hearing with no comments and voted unanimously (*Wright, Lozano, Jeang, Sutaria, and Crutcher*) to recommend approval of the updated maps, including the annexation/boundary map, the zoning map, and the throughfare map.

Please review the information provided.

Any questions, contact Public Works Director Gary Machado at [Gmachado@parkertexas.us](mailto:Gmachado@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

### Order Confirmation

**Customer:** CITY OF PARKER  
**Ad Order #:** 0001832485  
**Sales Rep:** Max (Mert) Tezkol

**Customer Account:** 100069579  
**PO Number:**  
**Order Taker:** Max (Mert) Tezkol

**Net Amount:** \$240.90      **Tax Amount:** \$0.00      **Total Amount:**  
**Payment Method:** Check/Money Order      **Payment Amount:** \$0.00      **Amount Due:**

**Ad Order #:** 0001832485

**Size:** 2 X 23.00 Li

#### Ad Content

**Public Hearing Notice for Consideration of Updated City Maps**

Pursuant to Texas Local Government Code Chapters 211 and 213, there will be a public hearing by the City of Parker's City Council concerning the approval of updated City maps at a scheduled meeting on Tuesday, September 20, 2022 beginning at 7:00 p.m., followed by discussion and possible action on the proposed maps by the City Council. The maps to be considered are (i) the Annexation/Boundary Map, (ii) the Zoning Map, and (iii) the Thoroughfare Map. The Public Hearing will be held at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed updated City maps at any time before the public hearing.

Run Dates	Product	Placement/Classification - Position
Publish Date: 09/02/2022	Dallas Morning News	Legals Bids Notices - LN Legal Notices
Stop Date: 09/02/2022	DallasNews.com	Legals Bids Notices - LN Legal Notices

**ORDINANCE NO. 826***(Adopting Revised Annexation Map, Amending Ord. No. 791)***AN ORDINANCE OF THE CITY OF PARKER, TEXAS, ADOPTING AND APPROVING A REVISED ANNEXATION MAP; RATIFYING THE ANNEXATION PLAN; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker (“City”) desires to update and revise its Annexation Map in order to recognize and respond to the realities of the past and projected growth of the City, the adjacent cities, and the nearby special districts; and

**WHEREAS**, the City’s staff and engineer have prepared a revised Annexation Map, as attached hereto as Exhibit A; and

**WHEREAS**, the City’s Planning and Zoning Committee held a public hearing on the revised Annexation Map and thereafter unanimously recommended approval to the City Council; and

**WHEREAS**, the City Council finds it in the public interest to adopt and approve of the revised Annexation Map attached hereto as Exhibit A;

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

**SECTION 1.** The recitals in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

**SECTION 2. MAP.** The map identified in Exhibit A attached hereto is approved. The map includes the following:

- A. Annexation Map - A map that illustrates the boundaries of the municipality and its extraterritorial jurisdiction.
  - (i) A copy of the map shall be kept in the office of the secretary or clerk of the City. A copy of the map shall also be kept in the office of the City Engineer.
  - (ii) (a) If the city annexes territory, the map shall be immediately corrected to include the annexed territory. The map shall be annotated to indicate:
    - (1) the date of annexation;
    - (2) the number of the annexation ordinance, if any; and
    - (3) a reference to the minutes or municipal ordinance records in which the ordinance is recorded in full.
  - (b) If the City’s extraterritorial jurisdiction is expanded or reduced, the map shall be immediately corrected to indicate the change in the City’s extraterritorial jurisdiction. The map shall be annotated to indicate:

- (1) the date the City's extraterritorial jurisdiction was changed;
- (2) the number of the ordinance or resolution, if any, by which the change was made; and
- (3) a reference to the minutes or municipal ordinance or resolution records in which the ordinance or resolution is recorded in full.

**SECTION 3. PUBLIC VIEW.** The map shall be readily available for viewing at City Hall and shall be placed on the City's website.

**SECTION 4. ANNEXATION PLAN.** This ordinance ratifies and approves the Annexation Plan of the City, which is:

"No annexation is planned which would require the type and nature of the annexation plan required by Local Government Code section 43.052. The City plans only to proceed under Subchapter C-1, ANNEXATION PROCEDURE FOR AREAS EXEMPTED FROM MUNICIPAL ANNEXATION PLAN."

The provisions of this Section 4 shall be posted on the City website as the "Annexation Plan" of the City.

**SECTION 5. SEVERABILITY CLAUSE.** It is hereby declared the intention of the City Council that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the City Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

**SECTION 6. REPEALER CLAUSE.** This Ordinance restates and amends all prior Annexation Maps adopted and approved prior to the date of this ordinance, including but not limited to Ordinance No. 791.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

Lee Pettle, Mayor

**ATTEST:**

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
Patti Scott Grey, City Secretary

**APPROVED AS TO LEGAL FORM:**

---

Larence M. Lansford, III, City Attorney

Proposed



**ORDINANCE NO. 827***(Adopting Revised Zoning Map, Amending Ord. No. 721 in part)***AN ORDINANCE OF THE CITY OF PARKER, TEXAS, ADOPTING AND APPROVING A REVISED ZONING MAP; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker (“City”) desires to update and revise its Zoning Map in order to recognize and respond to the realities of the past and projected growth of the City, the adjacent cities, and the nearby special districts; and

**WHEREAS**, the City’s staff and engineer have prepared a revised Zoning Map, as attached hereto as Exhibit A; and

**WHEREAS**, the City’s Planning and Zoning Committee held a public hearing on the Zoning Map and thereafter unanimously recommended approval to the City Council; and

**WHEREAS**, the City Council, following a public hearing on the Zoning Map, finds it in the public interest to adopt and approve of the revised Zoning Map attached hereto as Exhibit A;

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

**SECTION 1.** The recitals in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

**SECTION 2. MAP.** The map identified in Exhibit A attached hereto is approved. The map includes the following:

A. Zoning Map – showing:

- (i) The boundaries of the City, and any additional area in the ETJ, bound by the terms of a development agreement; and
- (ii) The ordinance number, date, and zoning classification of each tract of land zoned by the City.

**SECTION 3. PUBLIC VIEW.** The map shall be readily available for viewing at City Hall and shall be placed on the City’s website.

**SECTION 4. SEVERABILITY CLAUSE.** It is hereby declared the intention of the City Council that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the City Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

**SECTION 5. REPEALER CLAUSE.** This Ordinance restates and amends all prior Zoning Maps adopted and approved prior to the date of this ordinance, including but not limited to the Zoning Map adopted by Ordinance No. 721.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

**ATTEST:**

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

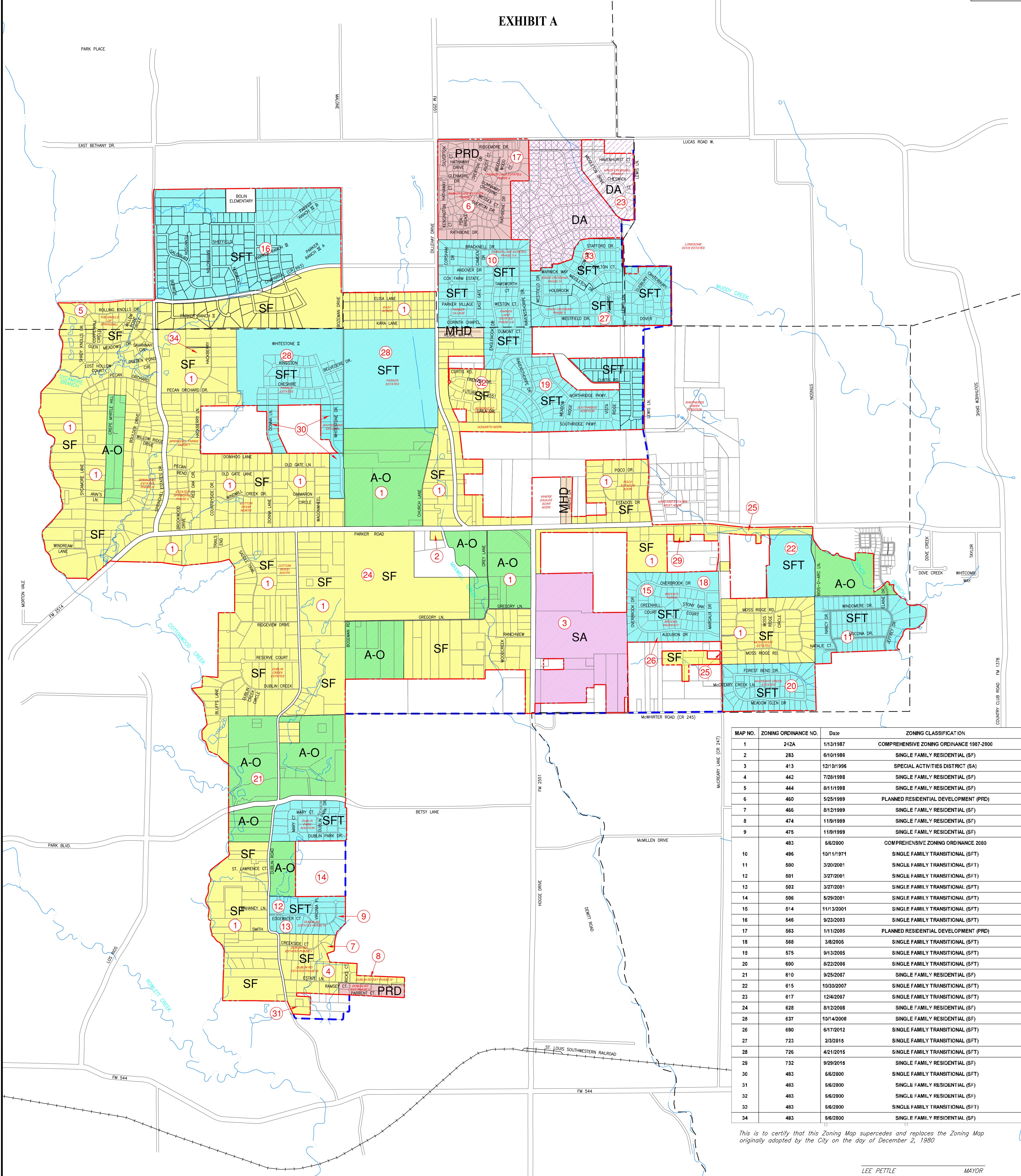
**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

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

Proposed

## EXHIBIT A



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

Texas Firm F526  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243 (214) 361-7900

September, 2022

0 1000 2000 3000  
HORIZONTAL SCALE IN FEET

PRIVATE DRIVES:  
SMITH, MAHANEY, TRAILS END, WINDREAM LANE, ANNS LANE,  
CREPE MYRTLE, REGAL WAY, ANDYS LANE

This document was prepared under 22 TAC 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests simplified of established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING LEGEND		
AGRICULTURAL - OPEN SPACE (A-O)	SINGLE FAMILY RESIDENTIAL DISTRICT (SF)	SINGLE FAMILY RESIDENTIAL DISTRICT 1.5AC. (SFT)
PLANNED RESIDENTIAL DEVELOPMENT (PRD)	SPECIAL ACTIVITIES DISTRICT (SA)	MANUFACTURED HOME DISTRICT (MHD)
DEVELOPER AGREEMENT (DA) (UNDER CONSTRUCTION)	DEVELOPER AGREEMENT (DA) (FUTURE LOTS)	

**ORDINANCE NO. 828***(Adopting Revised Thoroughfare Map, Amending Ord. No. 721 in part)***AN ORDINANCE OF THE CITY OF PARKER, TEXAS, ADOPTING AND APPROVING A REVISED THOROUGHFARE MAP; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker (“City”) desires to update and revise its Thoroughfare Map in order to recognize and respond to the realities of the past and projected growth of the City, the adjacent cities, and the nearby special districts; and

**WHEREAS**, the City’s staff and engineer have prepared a revised Thoroughfare Map, as attached hereto as Exhibit A; and

**WHEREAS**, the City’s Planning and Zoning Committee held a public hearing on the revised Thoroughfare Map and thereafter unanimously recommended approval to the City Council; and

**WHEREAS**, the City Council finds it in the public interest to adopt and approve of the revised Thoroughfare Map attached hereto as Exhibit A;

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

**SECTION 1.** The recitals in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

**SECTION 2. MAP.** The map identified in Exhibit A attached hereto is approved. The map includes the following:

A. Thoroughfare Map – showing:

Existing and planned road classification and right-of-way widths within the City and in the ETJ.

**SECTION 3. PUBLIC VIEW.** The map shall be readily available for viewing at City Hall and shall be placed on the City’s website.

**SECTION 4. SEVERABILITY CLAUSE.** It is hereby declared the intention of the City Council that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the City Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

**SECTION 5. REPEALER CLAUSE.** This Ordinance restates and amends all prior Thoroughfare Maps adopted and approved prior to the date of this ordinance, including but not limited to the Thoroughfare Map adopted by Ordinance No. 721.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2022.**

Lee Pettle, Mayor

**ATTEST:**

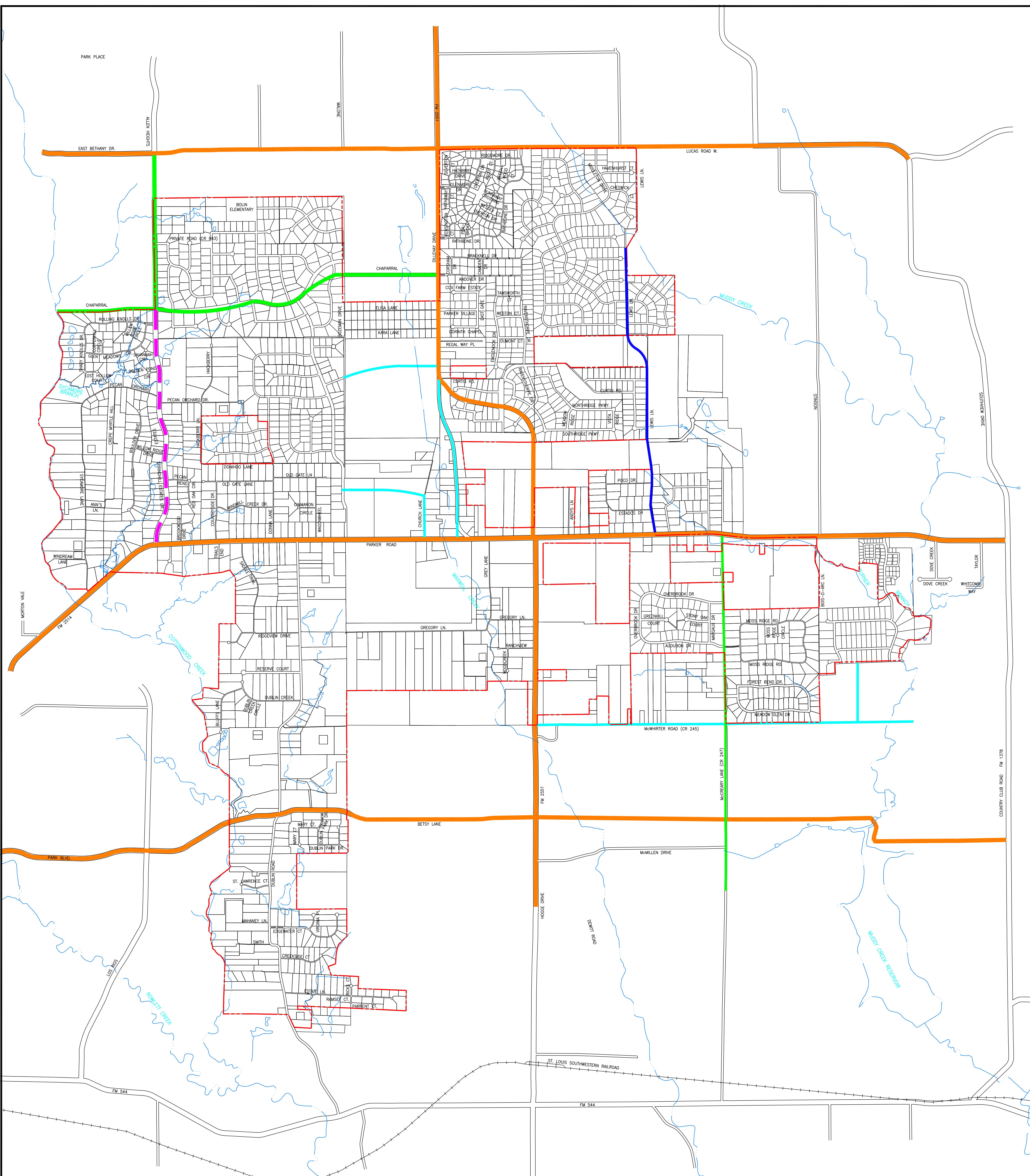
\_\_\_\_\_  
Patti Scott Grey, City Secretary

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Larence M. Lansford, III, City Attorney

Proposed

## EXHIBIT A



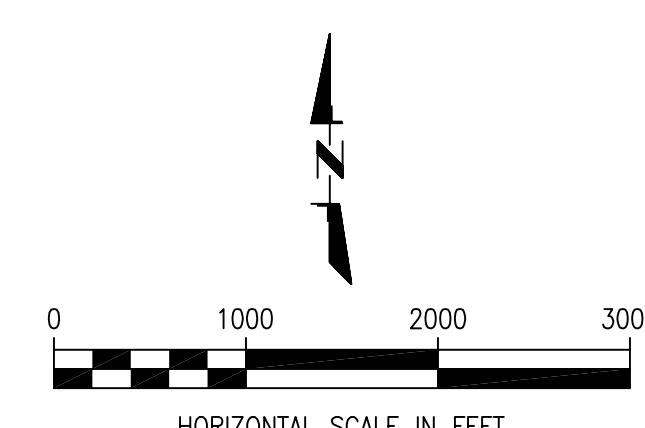
## THOROUGHFARE PLAN CITY OF PARKER, TEXAS



BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
Texas Firm F526  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243 (214) 361-7900

DATE: \_\_\_\_\_, 2021  
ORDINANCE # \_\_\_\_\_

NOTE: ADDITIONAL  
COLLECTOR STREETS MAY  
BE REQUIRED AT TIME OF  
DEVELOPMENT.



This document was prepared under 22 TAC  
663.21, and does not reflect the results of an  
on the ground survey, and is not to be used  
to convey or establish interests in real  
property, except those rights and interests  
simplified or established by the creation or  
reconfiguration of the boundary of the political  
subdivision for which it was prepared.

July 2022



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: Finance/HR Manager Savage
Estimated Cost:	Date Prepared: September 8, 2022
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#"><u>Proposed Ordinance</u></a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 829 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2021-2022 OPERATING BUDGET.

### SUMMARY

The purpose of this agenda item is to amend the City's FY 2021-2022 budget for the following amounts:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget	Reason
General	01-120-8001	Salary	239,751	53,366	293,117	Hired In-House City Attorney
General	01-120-8019	Medicare	4,498	775	5,273	Hired In-House City Attorney
General	01-120-8023	TMRS	42,516	7,370	49,886	Hired In-House City Attorney
General	01-120-8025	Health Insurance	67,340	3,110	70,450	Hired In-House City Attorney
General	01-120-8027	Dental Insurance	2,524	237	2,761	Hired In-House City Attorney
General	01-120-8029	Life Insurance	297	65	362	Hired In-House City Attorney
General	01-120-8031	Unemployment	882	126	1,008	Hired In-House City Attorney
General	01-120-8113	Hardware/Software	-	2,504	2,504	Hired In-House City Attorney

General	01-900-8605	Prof Services	280,530	33,400	313,930	Workers Comp Audit Adj
<b>\$ 100,953</b>						
Water	03-600-8001	Salary	192,494	53,366	245,860	Hired In-House City Attorney
Water	03-600-8019	Medicare	6,024	775	6,799	Hired In-House City Attorney
Water	03-600-8023	TMRS	56,933	7,370	64,303	Hired In-House City Attorney
Water	03-600-8025	Health Insurance	77,906	3,110	81,016	Hired In-House City Attorney
Water	03-600-8027	Dental Insurance	4,102	237	4,339	Hired In-House City Attorney
Water	03-600-8029	Life Insurance	483	65	548	Hired In-House City Attorney
Water	03-600-8031	Unemployment	1,512	126	1,638	Hired In-House City Attorney
Water	03-600-8615	Utilities - Electric	1,849,260	21,066	1,870,326	New Pump Station
<b>\$ 86,115</b>						
Equip Rplc	22-900-8903	Motor Vehicles	54,000	13,486	67,486	Unit #22-201 - Rpl PD Tahoe
<b>\$ 13,486</b>						
Court Tech	24-900-8113	Hardware/Software	58	212	270	SSD Drives
Court Tech	24-900-8404	Software Maint	2,500	343	2,843	Brazos Maint Increase
<b>\$ 555</b>						
Child Sfty	25-900-8904	Machines	5,000	3,700	8,700	PD Speed Trailer
<b>\$ 3,700</b>						

## POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/Requestor:	<i>Grant Savage</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

**ORDINANCE NO. 829**  
*{Amending FY 2021-2022 Budget}*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AMENDING THE BUDGET PREVIOUSLY APPROVED AND ADOPTED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, on September 7, 2021, the City Council of the City of Parker, Texas adopted and approved a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022 (“FY 2021-2022 Budget”); and

**WHEREAS**, the City Council finds that it is in the public interest to amend the FY 2021-2022 Budget as set forth herein;

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

**SECTION 1.** The budget shall be amended by appropriating \$120,953 from the General Fund Balance, \$86,115 from the Water Fund Balance, \$13,486 from the Equipment Replacement Fund Balance, \$555 from the Court Technology Fund Balance, and \$3,700 from the Child Safety Fund Balance.

**SECTION 2.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3.** That this Ordinance becomes effective immediately upon its passage.

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

**APPROVED AND ADOPTED** on this the 20th day of September, 2022.

**CITY OF PARKER, TEXAS**

BY: \_\_\_\_\_  
**LEE PETTLE, MAYOR**

ATTEST:

BY: \_\_\_\_\_  
**PATTI SCOTT GREY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

BY: \_\_\_\_\_  
**LARENCE M. LANSFORD, III, CITY ATTORNEY**

Proposed



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 11, 2022
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### UPDATE(S):

ENTERPRISE FLEET MANAGEMENT UPDATE

CITY ADMINISTRATOR OLSON UPDATE ON FM2551

ANY COMMITTEE UPDATES, AS NEEDED.

MONTHLY/QUARTERLY REPORTS

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

[August 2022 – Court Report](#)

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

[Fire 2nd Qtr. Report 2022](#)

[July & August 2022 – Police Report](#)

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

[July & August 2022 – Website \(PIWIK\) Report](#)

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

Hill & Hill PC donated 10 lunches from Abuelos's Mexican Restaurant for City Employees valued at \$200.00.

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: September 11, 2022
Exhibits:	<a href="#"><u>Future Agenda Items</u></a>

### AGENDA SUBJECT

#### FUTURE AGENDA ITEMS

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

#### Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

**CITY COUNCIL**  
**FUTURE AGENDA ITEMS**

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2022</b>			
Feb(Mar)-May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	2nd Qtr 2022 0920 CC Agenda
Feb(Mar)-May (July), Aug, Nov	Investment Quarterly Report	Savage	2nd Qtr 2022 0816 CC Agenda
	<b>Council Committee Updates</b>	Council	2022 0126 Any Committees updates, as needed
Tentatively - Oct 18, 2022	Water Rate Analysis - Ongoing	Olson/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020; Waiting on numbers; Finalizing
Tentatively - Oct 18, 2022	Council Term Length	Lansford	Workshop
Tentatively - Oct 18, 2022	Capital Asset Policy - Revisions	Olson/Lansford	2022 0719 Postponed Res. No. 2022-706 - Capital Asset Policy
Tentatively - Oct 18, 2022	Fences in Drainage Easements	Lynch	Requested @ 2022 0802 CC Mtg
Tentatively - Oct 18, 2022	CIP	Lynch	MLP added 2022 0713; 2022 0720 MLP - after budget; Workshop
Tentatively - 2022	Water Rate/Usage Education	Lynch	2022 0906 CC Mtg
Tentatively - 2022	Oncor & Frontier Franchise (All?) - Review Ongoing		2021 0615 added - When due
Tentatively - Nov/Dec 2022	Comp Plan	Pettle/Slaughter	Added 2022 0330 Agenda Meeting; by end of year; waiting on maps
Tentatively - Nov. 15, 2022	Making Appointments: P&Z, ZBA, & P&R	C'Sec	Expiring 11/30
Tentatively - Nov 15, 2022	Civic Plus Contract?	Pettle	Work in Progress; CALO - no contract - reviewing pricing options
Tentatively - December 6, 2022	Cancel/Reschedule 2022 1220 due to Christmas Holiday?	Mayor	Check w/Mayor Pettle
Tentatively - December 6, 2022	Cancel/Reschedule 2023 0103 due to New Year's Holiday?	Mayor	Check w/Mayor Pettle
February 17, 2023	Facility Bond & Sales Tax	Council	Last Day to Order GE - Friday, Feb. 17, 2023

Meeting Date: 09/20/2022 Item 9.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared: September 11, 2022
Exhibits:	<a href="#"><u>A – COMP PLAN COMMITTEE – See information attached.</u></a> <a href="#"><u>B – DUBLIN ROAD SAFETY ISSUES – See information attached.</u></a>

### AGENDA SUBJECT

#### WORKSHOP

COMP PLAN COMMITTEE - SURVEY AND COMMERCIAL ZONING  
DUBLIN ROAD SAFETY ISSUES

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/15/2022
City Attorney:	<i>Trey Lansford</i>	Date:	09/15/2022
City Administrator:	<i>Luke B. Olson</i>	Date:	09/16/2022

# INTRODUCTION TO THE COMPREHENSIVE PLAN

Alan M. Efrussy, AICP

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*"Planning is the triumph of logic over dumb luck"*  
-Anonymous as quoted by David L. Pugh, AICP

*"The best offense is" a good defense"*  
- Anonymous as quoted by Alan M Efrussy, AICP

The purpose of this chapter is to describe the importance, purposes and elements of the comprehensive plan. This discussion represents the author's perspective and recognizes that there are a number of ways to prepare a comprehensive plan and that different elements may be included in plans, reflecting the particular orientation or emphasis of the community. What is important is that a community has a comprehensive plan.

This author and many cities' planning commission members in Texas are indebted to the authors of chapters regarding the comprehensive plan published by the Educational Foundation, Inc. of the Texas Chapter of the American Planning Association, as part of earlier editions of the Guide to Urban Planning in Texas Communities. The earlier authors were Robert L. Lehr, AICP, planner and former Professor of Urban and Regional Planning at the University of Oklahoma, and Robert L. Wegner, Sr., AICP, Professor, School of Urban and Public Affairs, at the University of Texas at Arlington.

## **Definition of a Comprehensive Plan**

A comprehensive plan can be defined as a long-range plan intended to direct the growth and physical development of a community for a 20 to 30 year or longer period. Ideally, and if feasible, it is appropriate to try to prepare a comprehensive plan for the ultimate development of a community. This will allow for ultimate utility, transportation, and community facilities planning, and therefore can aid in a more time and cost-effective planning and budgeting program. The plan

usually includes policies relevant to the development of various physical elements in the community such as transportation, housing, recreation, and public facilities. It provides for the distribution and relationships of various land uses. The plan also serves as a basis for future physical development recommendations. These recommendations are supported by a set of goals and objectives drawn from existing conditions and the desires and aspirations of the citizens.

Policies are also established to assist in the achievement of the broader goals. Finally, programs and proposals are selected to fulfill the policies deemed appropriate for the community.

T. J. Kent, Jr., a major authority on urban planning, defines the comprehensive plan as a community's official statement of policies regarding desirable future physical development. He states that the plan should be comprehensive in scope, general in nature, and long-range in perspective.

The comprehensive plan is the single most important document for managing a community's physical growth because it can (and should) consolidate and coordinate physical planning needs and goals and policies, as well as all the separate community studies that address various aspects of physical development in the city. Further, comprehensive planning, to be effective, has to be an on-going process, involving periodic evaluation and updating; the comprehensive plan document, therefore, is one component of this process.

To further aid in its effectiveness, the comprehensive plan has to be based on a shared vision of the community. This vision is constructed through consensus-based planning. It should also be recognized that the planning process itself can be understood as a product. The continuing, on-going nature of contemporary comprehensive planning involves learning, mind/consciousness changing, community building, "healing of wounds", constructing new relations, and setting (and refining) direction. These functions are part of the roles of all who are involved in the preparation, implementation, and updating of the community's comprehensive plan.

## The Importance of Planning in Our Society

"Most every kind of business undertaking, however trivial, is thoroughly planned out before ever being undertaken. Who would build a structure of any consequence without first having secured the best of plans? Of how much more far-reaching consequence is the planning and building of a city? Not one individual is concerned nor one generation, but generations to come will pay very dearly for our mistakes of today.

It is an easy matter, for several reasons, to begin correcting our past mistakes right now. For changes become more costly in ratio to the increase in area and population. Then, too, a thing so easily accomplished if done in time may, if neglected become quite impossible to alter later on in any way, thereby becoming a nuisance or great inconvenience in after years. We should certainly be broad enough to plan for the next as well as our own generation. For only a little forethought now may save untold expense later, besides adding greatly to the comfort of the present."

These words, written to the McKinney (Texas) Courier-Gazette newspaper by Miss Bessie Heard in 1916 concerning the need for a "definite city plan" for McKinney, Texas, are as true today as the day they were written. Cities may have developed sound planning documents in the past. These plans may have served those cities well, directing the growth and development of the community. However, times and physical, social, economic and environmental conditions change. What was a sound and rational decision concerning future development five or ten years ago, based on available information at the time, may not be a desirable solution today. A fundamental purpose, therefore, of the comprehensive plan is to re-evaluate past planning efforts based on current conditions in the community and its environs, and to project a desirable direction for future growth and development of the city: its vision, if you will. A comprehensive plan is a valuable growth-management and development tool for communities regardless of their size -- whether a four-hundred population village or an eight million population metropolis.

## The Purpose and Use of a Comprehensive Plan

Purpose of the Plan- The comprehensive plan should be used as a guide for public decisions that affect the physical development and maintenance of the municipality. For example, the plan may be used as a basis for:

1. Development of detailed physical plans for sub-areas of the municipality;
2. Analysis of subdivision regulations, zoning standards and maps, and other implementation tools;
3. The location and design of thoroughfares and implementation of other major transportation facilities and programs;
4. Identification of areas to be served with utility development or extensions;
5. The acquisition and development of sites for community facilities;
6. The acquisition and protection of major open space;
7. Provision of a framework by which short-range plans (zoning requests, subdivision review, site plan analysis), and day-to-day decisions can be evaluated with regard to their long-range benefit to the community; and,
8. Preparation of zoning regulations so that they can be adopted in accordance with a comprehensive plan.

Use Of The Plan - The maps and figures that describe the recommended locations of various land uses and facilities should not be assumed to be the entirety of the plan. They are only one component of the comprehensive plan. Their primary role is to show how policies and standards are to be applied to the actual physical form of the community. Recognize, however, that commitment of citizens to planning is fundamental to the implementation of the recommendations made by maps, figures, and other components in of the plan. Keeping in mind the welfare of the total community in the decision-making process, a user of the comprehensive plan is encouraged to consider the following procedural steps:

Step 1: Refer to the future land use plan text and map to ensure over-all consistency of pending decisions with the plan;

Step 2: Refer to the other elements of the plan (i.e., residential, commercial, transportation, etc.) for appropriate goals, objectives, and policies;

Step 3: Refer to related plans, technical information and/or individualized

characteristics of the issue under study;

Step 4: Assess the public interests, the technical nature and/or time constraint of the issue under study; and,

Step 5: Evaluate information and take appropriate planning and decision-making action.

Used in this manner, the community's comprehensive plan will aid in implementing a sound growth-management program.

### **A Note on the Types of American City Plans**

There are many varieties of comprehensive plans. For purposes of this chapter, however, plans for American cities can essentially be characterized by three types:

#### A Physical Plan:

1. In some cases, characterized by a future land use plan map only;
2. A plan report (or separate plan components) addressing thoroughfares, open space, utilities, and land use mainly;
3. Typically have no goals or objectives;
4. Typical of U.S. plans in the late 1920's through the 1960's (although, of course, there were exceptions);
5. Generally exemplified through the U.S. Department of HUD "701" requirements of 1954;
6. Advantages: At least provides some basis for the management of future physical development of the city; and,
7. Disadvantages: Lacks the depth, stability, and flexibility of land use decisions afforded by goals and objectives.

#### A Policy Plan:

1. Contains only policy discussions, with no future land use plan;
2. Characterized many plans during the 1970's through the mid-1980's, A type of this management style is reflected in the "management by objectives (MBO)" approach which was practiced

by business, industry, and government during this period, and continues to be a management practice favored by some;

3. Advantages: Provides broad-based guidelines for physical growth;

4. Disadvantages:

- A. Does not graphically depict land-use locations, and therefore does not visually discern land use compatibility and spatial relationships, the physical form of the community, or urban design opportunities;
- B. Makes it difficult to prepare master thoroughfare plans, since the plan cannot accurately portray where land uses and/or densities will be and therefore cannot efficiently predict traffic generation or needed thoroughfare rights-of-way.
- C. Difficult to prepare the city's zoning ordinance and zoning district maps, since these should be based on future land use plans;
- D. Difficult to locate residential areas in relationship to community facilities, schools, parks, commercial and industrial areas; and
- E. Difficult to prepare capital improvement programs that can be linked to growth-staging of land uses.
- F. Difficult to prepare long-range utility plans, since such utility plans are best made in conjunction with existing land use and future land use plans with associated densities and configurations.

#### Combination Physical Plan with Goals and Objectives:

1. Characterized many plans from the mid-1970's through the present;

2. Contains goals and policies plus a future land use plan, supportive maps and illustrations, and text describing past conditions with directions for future actions or visions of the city;
3. Advantages:
  - A. Provides a technical and policy basis for land use decisions and locations;
  - B. Provides depth to decisions regarding physical development of the community; and,
  - C. Provides the opportunity for consistency of plan implementation through several generations of planning staff, planning and zoning commissions, and city councils.
  - D. Provides a more defensible basis for establishing zoning districts and their supportive requirements.
4. Disadvantages: There appear to be few, if any, disadvantages to this type of plan. Some criticisms have been that some social-oriented issues such as education and certain welfare programs are not typically addressed. However, this can be remedied if communities undertake these special studies as components or special-function studies based on the physical-orientation of the comprehensive plan.

Other Types of City Planning Programs - There are other kinds of planning programs and theories. Examples include, but are not limited to: continuous city planning (M. Branch, 1960's), delphi method (1970's); value constitutions (1970's); visioning (1980's); strategic planning (1970's and into the present); and others. Broader discussion is beyond the scope of this chapter. The author believes the combination physical plan with goals and objectives outlined above is the most productive for comprehensive plans.

### **Elements of a Comprehensive Plan**

There are several ways to organize and format the comprehensive plan document. What is important is to ensure that the major components of the physical development of

the community are evaluated in conjunction with the goals and policies of the city. Text should be supported with necessary illustrative material. The following outline suggests an organization that will serve to address the major physical development needs in a community:

### Section 1: Base Studies

1. Introduction
  - A. Historical influences
  - B. Relationship to the community's previous planning studies
 

Comprehensive plans should be related to previous community planning activities, so the planning process remains continuous and evolutionary
2. Framework of the city
  - A. Regional
3. Environmental Factors
  - A. Drainage
  - B. Soils, slopes, elevation
  - C. Floodplains and other water bodies
  - D. Vegetative and wildlife resources
4. Economic Development, Population, and Social Characteristics
  - A. Economic base
  - B. Historical population by age and sex, and other demographic characteristics
5. Existing Land Use
  - A. Categorize each major class of land use by location and acreage
    - (1) Residential, commercial, industrial, public (including unique uses such as military installations, etc.), and parks, recreation and open space
    - (2) Prepare map showing location of types of land uses
6. Transportation
  - A. Transportation systems and modes
    - (1) Motor vehicle
      - (a) Automobile
      - (b) Trucking/Goods Movement (and routing)
    - (2) Rail
      - (a) Freight

- (b) Passenger
- (3) Air (passenger and cargo)
- (4) Mass transportation
  - (a) Fixed guideway (light or heavy rail, commuter rail, people mover, etc.)
  - (b) Bus
  - (c) Dial-a-ride
  - (d) Van pooling
- (5) Hike/bike/jogging trails system
- (6) Major thoroughfare system
  - (a) Local streets
  - (b) Collectors
  - (c) Arterials
  - (d) Freeways and expressways

7. Parks, recreation and open space

- A. Neighborhood parks
- B. Community parks
- C. Regional parks
- D. Golf courses
- E. Other open space/recreational amenities (either public or private)

8. Schools

- A. Elementary
- B. Junior High
- C. Senior High
- D. College and University
- E. Parochial or private
- F. Other (public and/or private)
- G. Enrollment vs. school capacity

9. Housing

- A. Age of structures
- B. Owner/renter occupied
- C. Number of dwelling units by type
- D. Housing condition
- E. Neighborhood revitalization opportunities

10. Community Facilities

- A. Municipal buildings
- B. Police
- C. Fire
- D. Library

11. Utility System
  - A. Water
  - B. Sanitary sewer
  - C. Storm sewer
  - D. Solid waste
  - E. Natural gas, telephone, electric, cable T.V.
12. Community physical needs, problems, and opportunities (to be translated into goals, objectives, and policies)

## Section 2: Goals, Objectives and Policies

1. Definition of goals, objectives and policies
2. Potential conflict in application between goals, objectives, and policies
3. Issues, opportunities, and problems related to the physical development of the community
  - A. Community's values
  - B. Uniqueness
  - C. Connective opportunities
  - D. Potential application of new planning concepts
4. Goals, objectives and policies should be prepared for each of the major elements in Base Studies, as well as for plan implementation
5. The Future Land Use Plan (see Section 3 following) should graphically reflect as many goals as possible
6. Growth strategies for annexations, utility extension, redevelopment, revitalization, etc.

## Section 3: The Future Plan

1. Urban design standards and criteria
2. Future community facilities requirements
3. Future school plan map
4. Future parks, recreation and open space plan map
  - A. Joint school/park facilities by type
  - B. Open space plan

- C. Coordination with other cities, county, and/or regional open space systems facilities
- 5. Utility system plan map
- 6. Transportation system plan
  - A. Use components described *under* Transportation in Section 1: Base Studies
  - B. Integrate, where feasible, the community's multi-modal transportation system
  - C. Integrate, where feasible, subregional and/or adjacent city or county multi-modal transportation systems
- 7. Future land use plan map.
  - A. This is the most important graphic in the comprehensive plan
  - B. The future land use plan map should reflect all the major land use categories
    - (1) This map should be a generalized plan illustrating patterns of land use density, location, configuration, and relationships of the various land use categories, configuration, and relationships of the various land use categories
    - (2) An example set of land use categories (legend) would be as follows:
      - (i) Private Use Of Land
        - (a) Residential
        - (b) Estate (0.5 to 1.5 dwelling units/acre)
        - (c) Low density (3.5 dwelling units/acre)
        - (d) Medium density (6.0 to 12.0 dwelling units/acre)
        - (e) High density (12+ dwelling units/acre)
          - (1) recommended location
          - (2) generalized location (as applicable)
      - (ii) Commercial
        - (a) Retail/community
        - (b) Office and/or office park
        - (c) General commercial
        - (d) Regional shopping center
      - (iii) Industrial
        - (a) Light industry and office-research
        - (b) Heavy industry
      - (iv) Agricultural rural and open space
        - (a) Public Use Of Land
          - (i) Schools--existing and proposed
            - (1) elementary
            - (2) junior high
            - (3) senior high
            - (4) other.

- (ii) Other uses'
- (iii) Parks--existing and proposed
  - (1) Neighborhood
  - (2) Community
  - (3) Regional
  - (4) Other
- (iv) Floodplain

(c) Master Thoroughfare Plan

- (i) Major thoroughfares
- (ii) Local street
- (iii) Collector
- (iv) Arterial
- (v) Freeway and expressway

C. As much as possible, the future land use plan should be a graphic representation of the goals, objectives, and policies.

A Note on Graphics in the Comprehensive Plan - As the city's population is informed and involved through the comprehensive planning process in establishing and implementing their shared vision of the future, the plan's goals and objectives as well as other plan recommendations will aid in achieving that vision. That vision will be strongly enhanced through the incorporation of effective "visionary graphics" in the plan document.

As opposed to technical maps, site plans, charts, etc., visionary graphics can be free-hand sketches, photos, paintings, or renderings that indicate, for example: (a) how a street can be transformed into a landscaped thoroughfare that ties various land uses together; (b) how a park could look as it relates to surrounding neighborhoods; (c) how various heights of structures, in conjunction with other urban design elements, can frame a major thoroughfare (or freeway) and translate it into an attractive setting; and (d) how a commercial corridor can be translated into an attractive streetscape, with a positive relationship to surrounding residential areas, buffered with landscaping materials.

These are only several examples, of course. Those preparing the comprehensive plan should determine the level of acceptance and/or change, regarding visionary graphics, that can be comfortably accommodated by the planning commission, city council, and general public. Through this process, a consensus can be established regarding "how the

community should look". Then, through implementation tools, like the zoning ordinance, subdivision regulations, and development reviews, this vision can be created in reality. In summary, "visionary graphics" can capture the public's imagination and aid in understanding complex proposals and concepts. After all, a picture is worth a thousand words.

### Plan Implementation

A criticism that is sometimes made regarding the comprehensive plan is: "Hey, its no good; why it just sits on the shelf and gathers dust". This criticism is sometimes justified. If a plan just "sits on the shelf" it is because it has not been implemented. This sometimes occurs because the planning staff/consultants (or others) who prepared the plan did not adequately involve and inform the citizens, planning commission and/or city council regarding plan implementation. Another reason for non-implementation is lack of linkage of the long-range comprehensive plan to day-to-day planning decisions carried out by the staff, the planning and zoning commission, and/or the council. Yet another reason for "gathering dust" is the failure to consistently keep the long-range physical vision of the community before municipal officials, the development community, and the general public. These pitfalls may be avoided by discussing within the comprehensive plan document those elements that comprise the plan implementation program. Again, implementation is one element in the on-going comprehensive planning process.

The comprehensive plan should contain recommendations for the utilization of land and resources as they relate to the future development of the community. The plan provides the community with a reference framework for undertaking and evaluating development projects in regard to long-range goals. It also provides short-range guidelines for reviewing proposals for site plans, rezonings, and proposed subdivisions of land.

The plan will be useful only to the extent that it is implemented. Implementation will occur as various actions are taken by the municipality and other public agencies, developers, business, industry, and private citizens. These action steps can include

voluntary public compliance with the plan proposals, coordination by the planning and zoning commission of plans and proposals made by other levels of government with the recommendations in the plan, and municipal actions taken in regard to site plans, requests for rezonings, and new subdivision proposals.

Many communities already have the tools available that are necessary to implement the comprehensive plan. For example, many cities have adopted and are enforcing zoning and subdivision regulation ordinances. These will help eliminate many of the problems related to future development by giving local governing officials the proper instruments of control necessary to ensure orderly growth. It is especially important to provide adequate regulations for the unincorporated areas within the planning area, since these areas are oftentimes intended to be ultimately annexed. Currently in Texas, municipal zoning does not extend beyond city limits; however, subdivision regulations can be enforced within the city's extraterritorial jurisdiction (ETJ).

Other mechanisms available to a community to implement its comprehensive plan are described in the following paragraphs.

### **Public Acceptance by Citizens**

Because public acceptance of the comprehensive plan is important, public involvement in plan preparation is essential. Citizens who make individual investment decisions concerning future development must believe that the plan offers sound recommendations for growth issues and, therefore, assures them of both suitable return on and protection for their investment. This assurance will encourage voluntary compliance with the plan. Nevertheless, strong civic leadership, both inside and outside local government, is needed on a continuing basis to publicize the plan, emphasize its value, and encourage its acceptance as a guide to sound community development.

Actions by the Planning and Zoning Commission - The community's planning and zoning commission is an advisory body to the city council, and one of the commission's prime responsibilities is to develop plans for the future of the community. A major element in fulfilling

this responsibility should be participation in development of the comprehensive plan. The commission should participate with citizens from all parts of the community in a series of public meetings set up for this purpose. It cannot be assumed that agencies or individuals (developers, businesspeople, etc.) will always desire to make their individual plans conform to the community's comprehensive plan. Planning and zoning commissions have authority to review zoning proposals and make recommendations to the city council for their approval or disapproval, and planning commissioners should work to assure that subdivision plats are in conformance with the comprehensive plan.

**Adoption and Review of the Comprehensive Plan by the City Council** - It is recommended that, after public hearings and recommendation by the planning commission, the council should adopt the comprehensive plan. After adoption, the plan should be consistently used by both the commission and the city council as an important reference guide in their decisions regarding future rezonings, subdivisions, site plans, capital expenditures, and other decisions related to the physical growth and development of the community.

Updating the Plan: To keep the plan viable, it should be reviewed periodically as new information becomes available. Major reviews of the plan should typically occur every three to five years, with minor revisions being made annually or as necessary. The scope and extent of plan revisions, of course, depends on the rate and trends of growth, the availability of new data, and other changes that might have an effect on the viability of the plan.

Zoning Ordinance: The zoning ordinance is one of the essential tools used for implementing the comprehensive plan. The ordinance contains provisions for regulating the use of property, the size of lots, yards and open spaces, and the height and bulk of structures. In addition, it establishes direct and indirect limitations on population density in areas through minimum lot area requirements. By these legal means for controlling development within the corporate limits, an orderly and desirable pattern of land use can be achieved. Since physical

development occurs through individual projects, the zoning ordinance is an important aid in unifying the project planning efforts of many individuals.

Ideally, the zoning district map should reflect the generalized land uses shown on the future land use map in the comprehensive plan document. The future land use map does not legally require developers to build according to its recommendations. However, since the zoning district map is a legally enforceable document, it can require development to take place according to the district designations on the zoning map.

Subdivision Regulations: Portions of the city are developed as a result of the subdivision of individual tracts of land. When street designs are laid out and land is subdivided into lots, the pattern of development becomes established for an indefinite period of time. Once land is subdivided and development takes place, it is usually extremely difficult to change the pattern or intensity of land use. Proper land subdivision is very important, therefore, to avoid problems inherent in inappropriate plat design. The subdivision regulations establish reasonable requirements and procedures that must be followed to protect the general welfare of the community. Subdivision of land involves expenditures (either public or private) for the installation and maintenance of streets, curbs, gutters, sidewalks, water lines, and sewers. The ordinance can be used to coordinate development in various parts of the community and to establish a logical street pattern. The ordinance also protects individuals who purchase lots or homes in a subdivision by assuring them that the design of the subdivision and the improvements installed will meet specific minimum standards. The comprehensive plan should be consulted to make sure subdivisions are compatible with residential neighborhood planning, commercial and industrial development, open space location and easements, and that sufficient rights-of-way are included as reflected on the master thoroughfare plan within the comprehensive plan.

### **Economic Development Program**

Many cities have economic development programs that encompass activities that foster new commercial, industrial and residential development; which provide an

environment conducive to existing business growth and expansion and new business start-up; and serve as an ombudsman with the business community to the city government. These programs may include tax abatement, public improvement districts, municipal management districts, tax increment financing districts, etc. All these functions should be coordinated with recommendations in the comprehensive plan.

### **Capital Improvement Program and Capital Budget**

A capital improvement program is a short to mid-range study to identify: (1) public improvements needed in the community; (2) their estimated costs; (3) the anticipated revenues and sources with which to finance them; (4) the relative priorities or importance of the projects; and, (5) the programmed time frame and budget by which such improvements are to be developed. The community's comprehensive plan should be used as a guide to aid in prioritizing and recommending capital improvement items during each fiscal year budget program.

A capital improvement program has several advantages for the community including the following:

1. Projects can be undertaken in their order of urgency;
2. It coordinates projects proposed by all municipal departments, maximizing efficient use of available funds;
3. All municipal projects can be evaluated in relation to each other, eliminating wasteful or overlapping projects;
4. Projects are not prematurely undertaken, but attention is called to community needs;
5. Future city plans are made known to all citizens; and,
6. Annual revision and updating of the capital improvement program permits priorities to be changed and new priorities inserted on a regular basis, and in light of budget opportunities or constraints.

Impact Fee Ordinance - Many Texas communities have established impact fee ordinances to determine fees for water facilities, sanitary sewer facilities, or roadway improvements

imposed on new development pursuant to state law, in order to fund or recoup the costs of capital improvements or facilities expansions that are necessitated by and attributable to such new development. The comprehensive plan, again, can provide direction regarding land use assumptions and the application of impact fees.

### **Floodplain Management Studies and Accompanying Stormwater Management Ordinances**

Floodplain area protection and enhancement including use for active and passive recreational activities as well as environmental protection, are essential components of a comprehensive plan. A floodplain management study (where applicable) and accompanying ordinance could provide a city with 'a program that will aid in ensuring the safety of residents living in proximity to identified floodplain areas, as well as provide direction for the orderly development of flood fringe areas and aid in the identification and preservation of important environmental resources within the community's floodplains.

Master Water and Wastewater Systems Plan: Municipalities should have a master water and wastewater systems plan for improvements that will provide the adequacy and reliability necessary for serving the projected growth within the planning area. The future land uses, including type, density, configuration, and location, identified by the comprehensive plan should provide the basis for all land use considerations in this engineering systems study.

Coordination with School Districts within the Planning Area: It is quite important for coordination to occur between the school district(s) and city during the preparation and implementation of the comprehensive plan. This is necessary so that the plan can aid in realistically reflecting the physical needs of schools, such as sites by types of school, size and location of site(s), and potential timing of construction based on population, location and density. Such coordination will also aid in joint school-park programs. This can aid in optimizing joint use of contiguous schools and parks. This will increase use potential and can reduce public costs (e.g., parking) through more efficient use of both kinds of sites.

## **Special Area Studies**

The comprehensive plan should make recommendations regarding the general physical development of the entire city. However, certain areas may require more detailed study, which go beyond the scope of the plan. Such special area studies could evaluate, for example, unique neighborhood problems or opportunities, detailed commercial development elements, specialized corridor problems, transition areas, targeted area plans, or other particular planning issues facing certain areas within the community. Here, again, the comprehensive plan can provide a physical framework for development of these more detailed studies, and further, provide a broader context by which to evaluate the recommendations for special area studies.

## **Annexation Program**

As part of many cities'- comprehensive planning programs, the ultimate planning area is comprised of land within the current city limits, the extraterritorial jurisdiction (ETJ), and areas beyond the city's current jurisdiction. To obtain and protect these areas, the city should undertake an annexation program (where feasible), to be implemented over a period of years that will ultimately bring all of the planning area within its jurisdiction. This will allow implementation of the future land use plan through the application of zoning districts and subdivision regulations. This process also aids in defining a planning area that is sensitive to logical urban form.

## **Consistent Application of the Plan.**

It is important that public officials, decision makers, city staff, public and private development interests, citizens, and special interest groups be committed to work toward the consistent, equitable, and coordinated application and administration of the policies and

recommendations in the comprehensive plan. Whenever feasible, city staff and city officials should instigate continued coordinated efforts to implement all phases of the plan.

### **Park Dedication Ordinance**

A number of cities have implemented park dedication ordinances as a systematic means of acquiring land and/or fees in lieu of land as a function of residential development. These ordinances should be linked to the master park plan component of the comprehensive plan.

Public/Private Partnerships - Increasingly across the nation, partnerships have been established between the public and private sectors. Efficiently programmed and managed, they can be cost and time effective for both sectors. Such partnerships can address a variety of development activities or single projects.

Intergovernmental Coordination - As all municipalities typically continue to grow and/or redevelop, it is important that continual coordination occur with surrounding municipalities, to aid in ensuring compatible land use and zoning at the boundaries of nearby or contiguous communities. This process should also be coordinated with county planning and council of governments programs. Intergovernmental coordination will become increasingly more important as Texas cities and regions continue to grow.

### **Fiscal Impact Analysis in Conjunction with the Comprehensive Plan**

Fiscal impact analysis address the anticipated fiscal impact of major new developments and aids in determining costs to be borne by the city, as well as revenue gains generated by new development. Fiscal impact analysis is a direct reflection of a city council's long-term commitment to ensure quality and self-sustaining economic growth for the benefit of all residents.

A fiscal impact analysis for the comprehensive plan can encompass the entire land area of the city that is envisioned to develop over the time period covered by the plan. The current fiscal year budget can serve as the base for revenue and expenditure data. This data is applied to various existing measures within the community to estimate unit costs for each type of service. An oversimplified example would be to divide the total cost of providing public safety services by the population in order to arrive at a unit rate per capita for the provision of police and fire protection for each citizen. This unit rate is then applied to the forecast population trends for the entire planning period to estimate the future cost of providing the service, in addition to projecting staffing and facility needs. All dollar values in the fiscal impact analysis are typically reflected as constant dollars excluding the effects of annual inflation. The fiscal impact analysis is meant to be a fiscal decision-making aid to the overall process of community development and is not intended to be regulatory in nature. Although it can be an integral component of the comprehensive plan, the fiscal impact analysis may be a separate document from the plan.

Other Implementation Tools - Individual communities may utilize other mechanisms that uniquely aid in implementing their comprehensive planning programs. Implementation techniques should be periodically evaluated to ensure that they are providing the required on-going support to the planning program. By these methods, therefore, the comprehensive plan will not be "gathering dust on the shelf."

### The Role of Urban Design in the Comprehensive Plan

The building of cities is one of man's greatest achievements. The form of his city always has been and always will be a pitiless indicator of the state of his civilization. This form is determined by the multiplicity of decisions made by the people who live in it. In certain circumstances these decisions have interacted to produce a force of such clarity and form that a noble city has been born. It is my premise that a deeper understanding of the interactions of these decisions can give us the insight necessary to create noble cities in our own day.

- Edmund N. Bacon, noted American city planner, architect, and former executive director of the Philadelphia City Planning Commission, in Design of Cities.

What is Urban Design? - Urban design is that component of city planning primarily concerned with the functional and visual relationships between people and their physical environment and the means by which those relationships can be improved. As a result, urban design is specifically involved with many areas of planning, including housing, transportation, open space,' community facilities, business, industry, and the general relationship between various land uses. Urban design is typically understood to function as an element of the public sector, where it can serve to stimulate, guide, and influence actions of the private sector. Further, guiding the physical design character of public sector uses (e.g. utilities, open space, transportation, etc.) is an important method for improving environmental quality and providing an incentive for private sector investment. It is recommended that an urban design element be included within the comprehensive plan.

The urban design process should be comprehensive. That is, it should be influential in integrating the functions of employment, housing, transportation, public facilities, and services. The urban design process should also reflect social, economic, and environmental goals.

Urban design encompasses aspects of the disciplines of planning, landscape architecture and architecture. It concerns itself with the large-scale organization, function, and design of the city. It deals with the massing, scale, and organization of buildings and the spaces between them, more than the design of individual buildings.

A Contribution of Urban Design to the Comprehensive Plan - Future land use plans are typically two-dimensional, reflecting future land uses and their relationships on a map. There is a need, however, for a three-dimensional planning perspective in comprehensive planning which may be achieved through urban design. This is recommended because:

- (I) The future land use plan can enhance the organized arrangement of land uses; and,
- (2) Urban design can add additional aesthetic qualities to orderly land arrangement and growth management.

Elements of Urban Design - Some of the major components of urban design are outlined for the purposes of this chapter. Elements of urban design include:

1. Urban form (physical configuration of the municipality):
  - A. Relationship to existing corporate limits;
  - B. Relationship to the extraterritorial jurisdiction (ETJ); and,
  - C. Consideration of the ultimate planning area of the city: This is advantageous because it allows the municipality to address, for example, its master thoroughfare plan, open space and recreational needs, utility planning, capital improvement programming, and other land use considerations based on the potential ultimate boundary of the community, in conjunction with a sense of the potential ultimate population, density, and acreages devoted to various land uses.
2. Points of entrance to the city.
3. View and movement corridors.
4. Districts of the community.
5. Screening and buffering.
6. Variation in design.
7. Architectural structures.
8. Signs.
9. Lighting.
10. Utilities.
11. Parks and open space, and open space linkage systems (e.g., hike and bike trails, greenway/floodplain corridors, etc.). Opportunity should be evaluated to see if open space linkages can occur with nearby and/or contiguous communities, as well as regionally.
12. Landscape architectural features.
13. Landscaping plantings.
14. Street furniture.
15. Building massing and scale.
16. Historic structures.
17. Public art - Public art is clearly an urban design element, and opportunities should be evaluated to place public art in areas that will enhance the aesthetic quality and reinforce the unique identity of each community. An elaborated discussion is included for this element, because it is a relatively new component when considering urban design.
  - A. Definition - Works of art may include but are not limited to the following categories: sculpture, murals, fountains, paving designs, plantings, and lighting. These categories may be realized through such art forms as: carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, and crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics, as well as

other materials. Landscaping items such as artistic placement of natural materials or other functional art objects may be included.

B. Criteria - Criteria to evaluate community public art projects may include:

1. To stimulate recreation, creativity, and imagination;  
To promote contact and communication among all members of the community;
3. To provide comfort and amenities; .
4. To stimulate curiosity and interest in the community's heritage;
5. To promote a sense of membership and harmonious coexistence among various community groups;
6. To represent and encourage a positive community character, such as the wealth of historic heritage that may exist; and,
7. To encourage an overall community identity.

C. Location - Potential locations of public art may include but are not limited to parks, open spaces, recreation areas, rights-of-way medians, selected vehicular and pedestrian intersections, the town square, or in relationship to other public and/or private structures or land uses. Other locations should be evaluated as property develops.

The application of these urban design elements through the comprehensive planning program can aid the aesthetic quality of each community. Again, since the comprehensive plan is implemented over time, these design elements should be applied as part of individual zoning, subdivision and site plan review approvals, as feasible.

New Urbanism/Neo-Traditional Town Planning: New urbanism or neo-traditional town planning has been advocated by many as a cure for many of the problems created by suburban development patterns. There are several interrelated concepts and characteristics that define neo-traditional, or new urbanism, development. First, neo-traditional developments have mixed use downtown cores within walking distance of the community's residents. The cores include commercial and retail establishments, offices, public buildings and spaces, and residential uses. Second, the neo-traditional concept typically provides for employment centers. Third, neo-traditional developments try to establish a sense of

community by making streets more pedestrian-friendly for the purpose of generating street activity. Fourth, they attempt to generate a sense of tradition by referring back to a period often considered to be the era from the 1920's to the 1950's: this is considered a time when people believed that their neighborhoods had distinctive characteristics.

Although they are essentially suburban in location, neo-traditional developments are not suburban in character. In comparison to typical suburban developments, neo-traditional developments have smaller lots for single family homes and a higher percentage of multi-family housing. They also have a mix of uses designed to encourage more interaction and to create a sense of community. This kind of land use pattern, which is termed "fine-gained," mixes uses on a very small scale.

Therefore, where a typical suburb or town will have relatively large blocks of land allocated for certain individual uses, such as, residential, commercial, or industrial, a neo-traditional or new urbanism community will mix uses by block, parcel, and even by building. Within a very small area, then, there will be homes, offices, stores, and public areas. Apartments can be located above stores or offices, or an office can be on the same plot of land as a single-family home. The mix of uses in neo-traditional development is intended to result in a sense of place, which may not typically be present in planned unit developments or other existing suburban forms.

In summary, the concept supporting neo-traditional or new urbanism development is that these features will allow people to feel a greater sense of belonging to a community. In theory, for example, being able to walk to the grocery store from home allows people to have a greater interchange with their friends and neighbors along the way. This concept then, can be contrasted with a traditional suburban development in which there may be very limited contact because so many people are in their automobiles. Further, the street system in neo-traditional developments, and building lots, are at a smaller scale than in typical suburbs thereby creating another incentive for walking. In the process of evaluating and/or recommending new urbanism/neo-traditional town planning design and planning concepts within comprehensive plans, it is recommended that city planners

review the literature that discusses the potential pros and cons of new urbanism/neo-traditional town planning.

### **Geographic Information Systems (G.I.S.)**

A G.I.S. program can provide excellent data and analysis capability for a comprehensive planning program. G.I.S. is a hardware/software system for managing and displaying spatial data. It is similar to a traditional Data Base Management System (DBMS), however it now allows us to think in spatial rather than tabular terms, and where the "report writer" now allows output of maps as well as of tables and numbers. Therefore, we can consider a G.I.S. as a "spatial DBMS" as opposed to traditional "tabular DBMS's."

G.I.S. in Relation to Preparing the Comprehensive Plan - The opportunities of G.I.S. are found in their unique ability to: (1) integrate spatially related information that may have been previously maintained by different agencies; (2) manipulate this information with regard to its attributes and its location; (3) perform spatial analysis; and (4) quickly and easily prepare attractive and informative maps to help display and understand spatially-related information. Examples of information that can be graphically portrayed through the G.I.S. include the following:

1. Regional location of a municipality
2. Master Thoroughfare Plan (MTP)
3. Land use (including the MTP)
4. Waterway system
5. Aviation system
6. Contours/elevations
7. Parks and recreational facilities
8. School system
9. Capital Improvement Plan (e.g., proposed and approved infrastructure improvements)
10. Housing/apartments distribution
11. Unique features (e.g. historic districts, etc.)

It can be seen, therefore, that Geographic Information Systems can be a valuable tool for the preparation and implementation of the comprehensive plan.

### **Public Participation**

Two things to remember about a comprehensive plan: first, have one; and second, keep in mind that the plan belongs to the citizens in the community, and not the staff, consultants, committees, or elected and appointed officials who prepared it. In that light, citizens should be aware of and involved in the development of the plan as early as possible, understand what is to be involved in its preparation at strategic junctures, and recognize that the city will use the plan on a continuous basis for growth-management. Here, then, are some thoughts regarding public participation. Each community can establish a program of public participation, based on its own unique characteristics and/or circumstances.

1. Advise the citizenry as soon as the community commits to preparing/updating a comprehensive plan. Use a "flyer" inside the utility bill mailings, etc. This embraces the public, and diffuses concerns regarding preparing the plan "in the back room". Many technically excellent plans have not been supported or implemented because citizens were not aware of or did not have the opportunity to participate in its development.
2. Don't forget the kids. Go to the elementary, junior and senior high schools and explain the plan program. You will get some interesting ideas regarding land uses, and particularly parks, recreation, open space, and bike trails. Remember too, that if these children remain in the community when they grow up, they will be voters, address bond elections and be taxpayers. Some may sit on boards, commissions, or even become mayor or city manager. They should understand the function of the comprehensive plan as early as possible, so they can provide support, direction and leadership, as well as funding, when they reach adulthood.
3. Use the media to get the message out that the city is preparing a plan. Have staff/consultants discuss the program on public-access TV. Talk to newspapers and other community publications and ask them to do a series of stories describing the process and progress of the plan.
4. After the base studies have been drafted, hold a series of public meetings to obtain citizen input. If possible, have these meetings at schools, as opposed to the city hall; this reduces the anxiety some people may have regarding

making public comments at the city's official place of business. Most people are more familiar and comfortable with school buildings.

It is recommended that these be informal public meetings, where notes and possibly tape-recordings may be made by the staff. Avoid a public hearing at this point, since it is more structured and may be intimidating to some citizens at this early stage of the process.

Provide a condensed written synopsis of the basic findings of the base studies, and make them available at least several weeks before these public meetings. Ask the citizens to be prepared to identify objectives, issues, concerns, and opportunities they perceive that may bear on the comprehensive plan. If there is a large community turnout, overhead presentations are effective. By having the basic information, the citizens can provide more informed input into the plan making process. This input from the public can aid in developing the goals, objectives and policies section of the plan.

5. After the draft goals, objectives, and policies are prepared, make them available to the citizens for approximately one month. Have copies available at the schools, library, city hall, chamber of commerce, and other public places.

Hold a second series of public meetings and ask the citizens for their input. What do they think of the draft goals? Do they have additions and revisions? This process will provide input and refinement to the plan, and will aid in educating the citizens, as well as provide consensus building between the public and the direction the plan is taking.

An option for communities is to hold a simultaneous series of public input meetings with the various groups and organizations in the city, such as, for example, the Lions, Rotary, chamber of commerce, historic preservation group, industrial development board, AARP, boys and girls clubs, and homeowners associations. The advantage of this is that it provides the opportunity to address the special needs, concerns, and perspectives of community organizations, as opposed to individual citizen interests.

6. After public input regarding goals, the staff (and/or consultants) can prepare a draft future land use plan map with several alternatives and a draft plan document. A third series of public meetings should then be held, to obtain citizen

input regarding the draft plan. The staff should indicate how the draft plan satisfies/does not satisfy the draft goals and objectives, what "trade-offs" exist, and the level of goal-satisfaction achieved by the alternative draft plans. Place several copies of the draft plan map and plan document in public places and allow several weeks for public review prior to a third series of meetings. This entire process (several series of public meetings) provides incremental education, consensus development, and opportunity for on-going direct citizen involvement in the plan preparation process.

7. After this series of public meetings, staff should then prepare a final draft plan map and document. The citizen participation mode should now change, and the city's officials should hold several public hearings, for the purpose of plan refinement and adoption.
8. Citizen involvement should continue, through the plan up-date, revision, and refinement process. This keeps the planning process alive and before the citizens, and provides for their involvement in the continuous planning process. -

### **The Comprehensive Plan and Planning Law<sup>1</sup>**

Over the years, Texas courts have interpreted the concept that zoning regulations must be adopted in accordance with a comprehensive plan quite broadly and have accepted a comprehensive zoning ordinance as a "comprehensive plan." However, in the *Sunnyvale* case, the court ruled that zoning changes should conform to the comprehensive land use map, if a city has such a map as part of its comprehensive plan and has adopted the plan by ordinance. Interpretations of the *Sunnyvale* case are a concern of Texas planners and land use attorneys; however, the impact of the court's decision emphasizes the need for a continuing planning process to address changes subsequent to the adoption of a comprehensive plan.

The TLGC states that "The policies of a comprehensive plan may only be implemented by ordinances duly adopted by the municipality and shall not constitute land use or zoning regulations or establish zoning district boundaries". Professor Pugh has stated, relative to this, that the comprehensive plan map and the city's zoning map are not one in the same. He

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<sup>1</sup> This author very much appreciates the work of David L Pugh, AICP, Professor of Planning at Texas A&M University, and a lawyer who for many years has provided Texas planners, planning and zoning commissioners, and city council members with insight and interpretations regarding the relationship of comprehensive planning and planning law. Statutory references to the comprehensive plan may be found in the Texas Local Government Code (TLGC).

recommends (and this author agrees) that a city is well-advised to have a comprehensive plan preceding the zoning ordinance, although this interpretation has not always been clearly distinguished by Texas courts. It should be noted that a number of other states have enacted laws which to some degree place the comprehensive plan as a condition precedent to land use control.

The TLGC has stated in part that "(a) The municipal authority responsible for approving plats shall approve a plat if... (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and its extraterritorial jurisdiction, taking into account access to the extension of sewer and water mains and the instrumentalities of public utilities...." This section of the TLGC is interpreted to indicate that plats should conform to a comprehensive plan. In analyzing legal decisions, Professor Pugh has stated that "...the presence of a good comprehensive plan would seem to be not merely advisable, but legally indispensable to the survival of almost any Texas community". This author strongly supports this position.

### **The Role of the City's Planning Staff**

The staff should take the following responsibilities regarding preparation and use of the city's comprehensive plan:

1. Prepare technical studies;
2. Aid in development of goals, objectives and policies;
3. Encourage and obtain citizen input;
4. Present technical studies and recommendations to the planning and zoning commission;
5. Present technical studies and planning and zoning commission recommendations to the city council/city commission;
6. Aid in administering public hearings and community meetings;
7. Use the recommendations in the comprehensive plan to evaluate and make recommendations regarding zoning, subdivision, site plan and small-area studies, as part of the implementation process for the comprehensive plan;
8. Recommend adoption of the comprehensive plan to the planning and zoning commission, and ultimately, to the city council;

9. Manage and review data and studies prepared by consultants;
10. Prepare, or have prepared by consultants, studies to implement the comprehensive plan, such as, but not limited to:
  - A. Special area studies;
  - B. Zoning ordinances; and,
  - C. Subdivision regulations.
11. Manage the activities of consultants, and serve as liaison between consultant work and the planning and zoning commission and city council;
12. Recommend and undertake periodic updates and revisions of the comprehensive plan; and,
13. Provide continuity by introducing new community officials to the comprehensive plan, provide training, and understanding of the plan's purpose, content, use, implementation, and vision.

### **The Role of Consultants**

Some communities may elect to use consultants solely or in conjunction with their planning staffs to prepare plans. The following are suggested guidelines:

1. The consultant(s) may facilitate, through community consensus, the development of goals, objectives, and policies;
2. If a city planning staff exists, the consultant(s) may provide technical data in support of the city staff activities;
3. The consultant(s) may supplement city staff capability through intense short-term effort in the development of the comprehensive plan; and,
4. If there is no city staff, the consultant(s) may prepare base studies and other elements of the comprehensive plan, to be submitted for review and approval by the planning and zoning commission and city council, through public hearings.

### **The Role of the Planning and Zoning Commission**

The planning and zoning commission is the chief official body in the community responsible for aiding in creating and serving as the caretaker for the long-range vision regarding physical development. Therefore, the following guidelines can aid in the contribution made by the commission regarding the comprehensive plan:

1. The planning and zoning commission should take major responsibility for the preparation and implementation of the comprehensive plan;
2. Advantages of one planning and zoning commission as opposed to a separate planning commission and zoning commission include:
  - A. Zoning is an implementation tool of the comprehensive plan. Since the planning commission should prepare and implement the plan, that same body should administer zoning decisions for the community.
  - B. T his aids in providing continuity and consistency in zoning decisions.
  - C. A separate zoning commission may not be privy to the rationale and developmental thought process that occurred as the planning commission directed the preparation of the comprehensive plan;
3. Encourage citizen input to the city's planning program;
4. Use the goals, objectives, policies and other elements of the comprehensive plan (long-range) to evaluate (short-range) planning elements such as zoning requests, subdivision plats, site plans, and other development proposals. This keeps the plan alive and implemented through continual use of the plan as part of the on-going planning process; and,
5. The commission should recommend adoption of the plan to the city council.

### **The Role of the City Council**

As the major governmental and legislative body in the municipality, the council also has important functions regarding the plan, including:

1. Providing commitment and funding for the preparation and updating of the comprehensive plan;
2. Evaluating (short-term) planning projects in light of the (long-range) comprehensive plan;
3. Supporting the planning and zoning commission and staff (and/or consultants) regarding the preparation of and adherence to the plan;

4. Encouraging citizen input;
5. Recognizing and supporting the fact that, to be effective, the recommendations in the plan most likely will transcend a number of planning and zoning commission appointments and city council elections. This recognition is necessary to maintain the long-range recommendations and integrity of the plan;
6. Adopting the comprehensive plan. This action by the council reflects the commitment of adherence to the plan;
  - A. Adopting the plan advises the citizens, other agencies, staff, elected and appointed officials, and the development community of the city's commitment and consensus to use the plan as a guide to manage sound and aesthetic growth.
  - B. Adoption also responds to the Texas Local Government Code that refers to the plan as a basis for zoning.

There are different viewpoints regarding the vehicle for adoption - should it be by ordinance or resolution?<sup>2</sup>

1. Adoption by Ordinance:

Pros:

- A. It carries the weight of law, since it represents a police-power enforcement tool, like a zoning ordinance or subdivision regulations.
- B. It makes the comprehensive plan "easier" to implement, because the policies become regulatory tools, as opposed to recommendations.
- C. It signifies the commitment of the community to comprehensive planning.

Cons:

- A. The plan becomes more rigid, as opposed to serving as a flexible guide. Revisions and updates to the plan must be adopted by ordinance in the same procedure as the original plan.
- B. It makes negotiation of development recommendations more difficult using the plan as a basis, since the plan would be fixed regarding the intent of its language.

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<sup>2</sup> Ed. Note: This chapter was originally written prior to the passage of legislation requiring that a comprehensive plan be adopted by ordinance. See Chapter 213, Texas Local Gov't Code.

Historically, the comprehensive plan has been used as a guide, allowing flexible interpretation given on-going changing circumstances. The ordinance format could stultify creative implementation and/or development concepts on the part of those who have to administer or work with the plan - e.g., staff, consultants, planning commissioners, councilmembers, and the development community.

2. Adoption by Resolution:

Pros: A. Signifies the commitment the community has to embracing comprehensive planning.

B. Indicates importance of planning to the citizens, development community, and staff, yet provides more plan flexibility and interpretation than is available through a plan adopted by ordinance.

Cons: A. Some may be concerned that adoption by resolution does not provide the enforcement strength found in an ordinance format.

### **The Worth of the Comprehensive Plan**

The value of the comprehensive plan was concisely summed up several decades ago by Allan B. Jacobs, AICP, former Director of Planning for the City of San Francisco, California, providing further credence to the value of the physically-oriented comprehensive plan. This perspective is still currently true:

Ever since I was awarded a degree in city planning from a school that stressed, I thought, the worthiness of comprehensive, long-range physical planning for urban areas, I have heard that whole notion criticized. Repeatedly, I have heard the quality, content, usefulness, and effectiveness of the comprehensive plan challenged, as often as not by those who teach city planning. The critics say that the comprehensive plan is too vague, too subjective, too biased, too specific. It is elitist and divorced from the people, ...full of end-state visions that are unrelated to the real issues of a dynamic world....

There are certainly elements of truth in these assertions. But, in general, they coincide neither with my sense of reality nor with the centrality of the idea. Comprehensive plans have always been policy documents, even if they have not

been read that way. They have become less and less end-state, static pictures of the future. They regularly deal with pressing current issues: housing, transportation, jobs, public services, open space, urban design. ...Any planning efforts are remarkable in a society that could never be accused of having a bias toward city planning in the first place, a society that has tended to look at land and urban environments as little more than high-priced consumable commodities. And isn't it grand that plans are visionary! Why shouldn't a community have a view, a vision of what it wants to be, and then try to achieve it?

- Excerpted from Allan B. Jacobs, Making City Planning Work  
(Chicago: American Society of Planning Officials, 1978), 307.

### **The Comprehensive Plan: A Closing Note**

The comprehensive plan should represent a composite of all the land use elements: residential areas, recreation facilities, environmental considerations, community facilities, commercial and industrial areas, thoroughfares, and supportive urban design considerations.

A prime objective of the plan is to achieve a balance of land uses that will economically, physically, and socially benefit those who live and work in the city. Thus, to achieve this balance of land uses, each of the above elements should propose a general plan for a specific land use type. In turn, each element should be combined to form a general plan of land use that will serve to guide the long-range land development of the entire planning area as shown on the future land use plan map within the comprehensive plan document. Preparers and users of the comprehensive plan should keep in mind both the following limitations and purposes of the plan:

#### **The Comprehensive Plan is Not:**

The municipal zoning ordinance;

Any other ordinance that regulates the use of land;

A rigid unchanging plan or statement concerning land use, growth, and development; and,

The final answer to the problems of the future.

The Comprehensive Plan Is:

Based upon present knowledge and goals;

Flexible so that it can be changed when the planning and zoning commission and/or other municipal officials and citizens see the need for such change;

A basis for making, rational decisions, but it does not replace the decision making process;

A guide that can aid communities in implementing a sound growth-management and growth-inducing program; and,

A component of the on-going planning process that recognizes that sound city planning and zoning pay for themselves many times over — in terms of cost - effectiveness and the timely and efficient use of public and private resources.

## FURTHER READINGS

### I. THE COMPREHENSIVE PLAN

#### A. Source material

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#### B. Examples of Plans

It is recommended that the reader contact Texas municipalities and review their-comprehensive plans, to see various examples of the scope and variety of such plans.

### II. URBAN TRANSPORTATION Source material

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# COMPREHENSIVE PLANS

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## **I. Statutory Basis - Chapter 213, Texas Local Government Code**

### **§ 213.001. Purpose**

The powers granted under this chapter are for the purpose of promoting sound development of municipalities and promoting public health, safety, and welfare.

### **§ 213.002. Comprehensive Plan**

(a) The governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality. A municipality may define the content and design of a comprehensive plan.

(b) A comprehensive plan may:

(1) include but is not limited to provisions on land use, transportation, and public facilities;

(2) consist of a single plan or a coordinated set of plans organized by subject and geographic area; and

(3) be used to coordinate and guide the establishment of development regulations.

(c) A municipality may define, in its charter or by ordinance, the relationship between a comprehensive plan and development regulations and may provide standards for determining the consistency required between a plan and development regulations.

(d) Land use assumptions adopted in a manner that complies with Subchapter C, Chapter 395, may be incorporated in a comprehensive plan.

### **§ 213.003. Adoption or Amendment of Comprehensive Plan**

(a) A comprehensive plan may be adopted or amended by ordinance following:

(1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and

(2) review by the municipality's planning commission or department, if one exists.

(b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

## § 213.004. Effect on Other Municipal Plans

This Chapter does not limit the ability of a municipality to prepare other plans, policies, or strategies as required.

## § 213.005. Notation on Map of Comprehensive Plan

A map of a comprehensive plan illustrating future land use shall contain the following clearly visible statement: "A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

## II. What Is A Comprehensive Plan?

Traditionally, land use regulations such as zoning and subdivision ordinances adopted by local governments were written and promulgated without reference to any prior comprehensive municipal plan. In a growing number of states, however, the adoption of such regulatory ordinances in the absence of a general comprehensive plan may cast doubts upon the validity of the ordinances. The comprehensive plan, once viewed primarily as an advisory document to the local governmental body, is in many states becoming a legal, binding document as well as a prescription for future development patterns.

A comprehensive plan generally is defined as a long-range plan intended to direct the growth and physical development of a community for an extended period of time. Comprehensive planning is a process by which a community assesses what it has, what it wants, how to achieve what it wants and finally, how to implement what it wants. A comprehensive plan usually contains several components—transportation systems, parks and recreational services, utilities, housing and public facilities. It also provides for the distribution and relationships of various land uses and often serves as the basis for future land development recommendations. The plan may be in the form of a map, a written description and policy statements, or it may consist of an integrated set of policy statements. An expert in urban planning, T.J. Kent, Jr., defines the comprehensive plan as a community's official statement of policies regarding desirable future physical development; the plan should be comprehensive in scope, general in nature and long-range in perspective.

### A. "Rational Process" Comprehensive Planning

The growing importance in the United States of the comprehensive plan in local land use decisions prompted urban planning practitioners and theorists to develop a theory of planning as a "rational process." The rational, comprehensive planning process has four principal characteristics. First, it is *future-oriented*, establishing goals and objectives for future land use and development, which will be attained incrementally over time through regulations, individual decisions about zoning and rezoning, development approval or disapproval, and municipal expenditures for capital improvements such as road construction and the installation of utilities.

Second, planning is *continuous*. The comprehensive plan is intended not as a blueprint for future development which must be as carefully executed as the architect's design for a building or the engineer's plan for a sewer system, but rather as a set of policies which must be

periodically reevaluated and amended to adjust to changing conditions. A plan that is written purely as a static blueprint for future development will rapidly become obsolete.

Third, the comprehensive plan must be based upon a *determination of present and projected conditions* within the area covered by the plan. This requirement ensures that the plan is not simply a list of hoped-for civic improvements, as were many of the plans prepared during the early part of the 20th century. Substantial efforts have been made by public planning staffs, university planning departments and planning consulting firms to develop useful techniques for gathering data, analyzing existing conditions and projecting future trends and conditions within the geographic area covered by a comprehensive plan. This body of methods, procedure and models is generally termed “planning methodology.”

Fourth, planning is *comprehensive*. In the past, architects and engineers who became involved in solving urban problems tended to identify one problem perceived to be solvable by one solution. Having targeted that problem, these early planners preferred to develop and advocate one solution, usually expressed as a static blueprint which, if fully implemented, would solve that problem. This problem-solution approach was the product of the project orientation that was typical of traditional civil engineering and architecture.

Planning theorists over the past several decades have observed that this approach has led to a phenomenon termed “disjointed incrementalism,” in which successive municipal problems such as drainage, traffic circulation, or sewage treatment might be incrementally “solved” without reference to related concerns of municipal government. For example, sewer systems in the mid- to late-1800s were usually designed without reference to any overall plan for the optimum future locations, and densities, of different land uses to be served by them. Highways were often laid out without reference to any long-range plans for the types of land uses they were to serve in the future.

## B. The Process of Comprehensive Planning

The recognition, starting after World War II, that the entire range of municipal land use, transportation, and growth problems were all interrelated, led to advocacy of comprehensive plans as a means of identifying the key problems in land use regulation, and recommending alternative solutions to these problems which were the product of rational planning process. The courts have recognized this role of planning, in defining planning as concerned with the physical development of the community and its environs in relation to its social and economic well-being for the fulfillment of the rightful common destiny, according to a “master plan” based on “careful and comprehensive surveys and studies of present conditions and the prospects of future growth of the municipality,” and embodying scientific teachings and creative experience.

The rational planning process essentially subsumes four discrete steps: *data gathering and analysis, setting of policies, plan implementation, and plan re-evaluation*. Rather than resulting in a final plan effective for all time, the process is instead reiterative over a period of years: re-evaluation of the plan starts the process over again, resulting in a new set of policies to be implemented, and the success of the new plan is again evaluated at a future date. Thus the rational planning process is both reiterative and continuous.

During the first step of the process, the planner preparing the comprehensive plan performs research and analysis of a wide range of present and projected physical, economic, and sociological conditions of the municipality, aided by a wide variety of planning methodologies. Statistical surveying, population forecasting, mapping of existing conditions in land use, transportation, and environmentally-sensitive areas, mathematical modeling of economic trends, analysis of traffic flows on major highways, and techniques borrowed from other professions such as economics, geography and engineering are some of the methods employed by planners in data gathering and analysis.

The data-gathering and analysis phase of the process usually results in the identification of present and potential future concerns in land use, transportation, environment, utilities, housing and other areas to be addressed in the plan. Thus, following the first stage of the process, the planner may identify and prioritize a range of municipal problems and opportunities which should be addressed in the policy-formation stage of the planning process.

Analysis of the data then leads naturally to the second phase, setting of policies for the plan. In this phase, the planner ceases being a data gatherer, and assumes a policy formation role. Working closely with the planning commission and sometimes the local legislative body, the planner examines and proposes alternative means of solving or averting the problems identified in the first phase of the process. Through communication with the local legislative body and the planning commission (if one exists), the planner develops a set of policies, goals, and objectives which constitute the principal, future-oriented sections of the comprehensive plan. Thus, for example, the policies may include a provision that sewage-treatment services must be expanded to accommodate new development; that the legislative body should initiate a program to stimulate new economic development in the declining downtown; and that steps should be taken to prevent further flood-prone development in low-lying areas adjoining rivers and streams.

As a supplement to these general policies, or goals, of planning, the planner may suggest means of achieving these goals. In setting the goals and recommending alternative objectives, the planner may refer to standards and principles widely-accepted in the planning profession: that excessive use of septic tanks may tend to pollute groundwater; that decay of the central business district leads to devaluation of the tax base; that development in flood-prone areas is detrimental to public safety by exposing buildings and their occupants to flood hazards.

The mere statement of policies and objectives will not, in itself, ensure that action is taken. Thus, the third stage of the planning process, implementation of the plan, becomes the most important stage. Implementation involves three discrete steps: developing public support for the plan by means of various forms of citizen participation and a series of public hearings and media coverage; securing adoption of the plan, either as an advisory document (as in many states) or as a legally-binding ordinance or resolution (as in a growing number of states); and action by the legislative body to implement the policies and objectives.

Upon adoption of the plan, the adopting agency espouses the policies and objectives of the plan as guidelines for daily decision-making. Thus, to return to our three examples of policies, the local legislative body will undertake revisions of the municipal zoning map to bring it into accordance with the land-use recommendations of the plan. Similarly, the governing body may prepare plans for expansion of sewers and construction of new roads to serve new

development. The legislative body may appoint a downtown revitalization authority to oversee efforts to attract new businesses back into the central business district. The governing body may authorize the city attorney to draft a new flood-plain protection ordinance prohibiting careless construction of new buildings in low-lying areas adjoining streams and rivers.<sup>1</sup> The comprehensive plan is the single most important document for managing a community's physical growth because it can consolidate and coordinate physical planning needs and goals and policies, as well as separate community studies that address various aspects of physical development in a city. Further, comprehensive planning, to be effective, has to be an on-going process, involving periodic evaluation and updating. To further aid in its effectiveness, the comprehensive plan has to be based on a shared vision of the community. This vision usually is constructed through consensus-based planning.<sup>2</sup>

It should be noted that in Texas it is not mandatory that cities adopt comprehensive plans; however, if one is adopted, Section 211.004 of the Texas Local Government Code provides, in part, that “[z]oning regulations must be adopted in accordance with a comprehensive plan. . . .” Thus, any city that has a comprehensive plan must zone in accordance with that plan; otherwise, a strong argument may be made that any action not taken in accordance with the comprehensive plan is arbitrary and capricious as well as violative of a zoning applicant's federal and state constitutional rights.

### **III. Frequently Asked Questions**

#### **1. Are Texas cities required to adopt comprehensive plans?**

No. In *Bernard v. City of Bedford*,<sup>3</sup> the Court of Civil Appeals wrote that “[w]e know of no rule of law which requires that a city adopt a comprehensive zoning ordinance which constitutes or becomes its comprehensive zoning or land use plan.” The Court further wrote that “[t]here is no requirement that a single comprehensive ordinance be passed to constitute the comprehensive plan.”<sup>4</sup>

#### **2. If a city has not adopted a comprehensive plan, may it nevertheless zone property?**

Yes. In *City of Brookside Village v. Comeau*,<sup>5</sup> the Texas Supreme Court, in footnote 4 to its opinion, wrote as follows:

Because Brookside Village, a general law city, has no comprehensive zoning plan, the ordinances in question do not come under article 1011a [the Zoning Enabling Act, now contained in Chapter 211 of the Texas Local Government Code], which embodies legislative

<sup>1</sup> See Juergensmeyer & Roberts, *Land Use Planning and Control Law* (West 1998), at 27-30.

<sup>2</sup> See *A Guide to Urban Planning in Texas* at 1-10, 3-1—3-2 (Texas Chapter, American Planning Association).

<sup>3</sup> 593 S.W.2d 809 (Tex.Civ.App.—Fort Worth 1980, writ ref'd n.r.e.).

<sup>4</sup> *Id.* at 812.

<sup>5</sup> 633 S.W.2d 790, 793 (Tex.), *cert. denied*, 459 U.S. 1087 (1982).

authorization for zoning. . . . A city, however, may regulate land use under its general police powers. [Citation omitted].

**3. If a city has adopted a comprehensive plan, must it follow it when making zoning decisions?**

Yes. As the Texas Court of Appeals wrote in *Mayhew v. Town of Sunnyvale*,<sup>6</sup> “[t]he [municipal] legislative body does not, on each rezoning hearing, redetermine as an original matter, the city’s policy of comprehensive planning. The law demands that the approved zoning plan should be respected. . . . The duty to obey the existing law forbids municipal actions that disregard not only the pre-established zoning ordinance but also the long-range master plans and maps that have been adopted by ordinance.”<sup>7</sup>

**4. What is the effect of a comprehensive plan on pre-existing zoning?**

Pre-existing zoning on a tract of land controls the development of that tract, regardless of the use designation contained in the comprehensive plan. For example, if a parcel was zoned for multi-family uses in 1990 and the new comprehensive plan adopted in 1994 calls the parcel to be low density residential, the parcel may be developed as multi-family notwithstanding the comprehensive plan designation. If, however, the owner of the parcel elected to rezone the property in 1995, it must be rezoned in accordance with the comprehensive plan designation of low density residential. To rezone the parcel to anything else would violate the state law provision that zoning must be done in accordance with a comprehensive plan.<sup>8</sup>

**5. Is there a difference between a master plan and a comprehensive plan?**

Sometimes yes, sometimes no. On occasion, comprehensive plans have been denominated as “master plans.” On other occasions, a comprehensive plan is composed of various “master plans.” For example, a city’s comprehensive plan could consist of a parks master plan, land use master plan, thoroughfare master plan, wastewater master plan and water master plan. In such a situation, all of the “master plans” constitute the “comprehensive plan.”

**6. How should a city view a comprehensive plan, as a guide or a document with the force of law?**

Due to the requirements of state law that all zoning must be in accordance with a comprehensive plan, we personally view a comprehensive plan as far more than a “guide.” The term “guide” seems to imply that one may or may not follow it, depending upon the facts of any particular situation. It is our opinion that, due to the requirements of the Texas Local Government Code, a comprehensive plan is a legally binding

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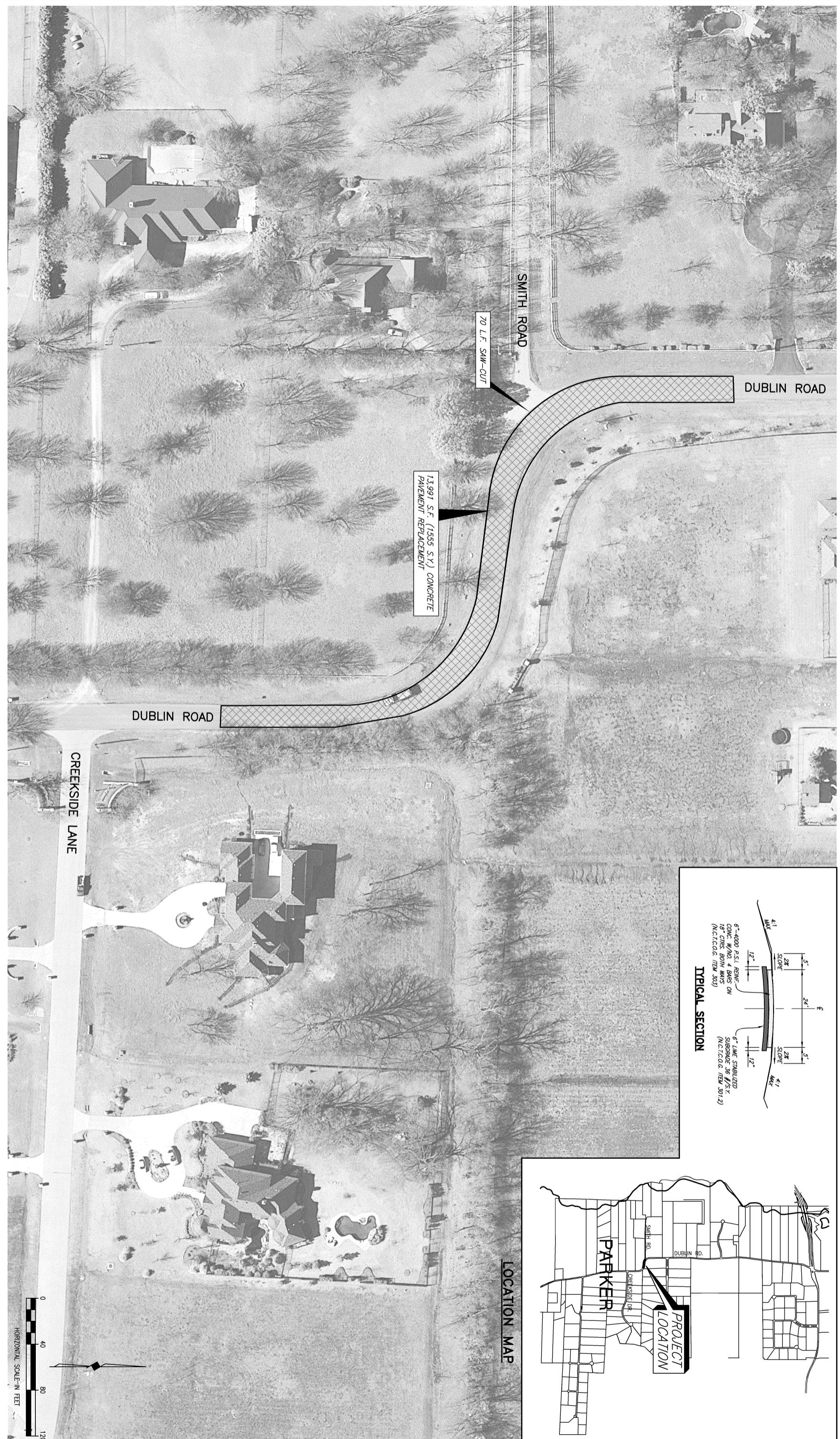
<sup>6</sup> 774 S.W.2d 284, 295 (Tex.App.—Dallas 1989, writ denied), *cert. denied*, 498 U.S. 1087 (1991).

<sup>7</sup> See also *City of Pharr v. Tippitt*, 616 S.W.2d 173, 176-77 (Tex. 1981).

<sup>8</sup> See Tex. Local Gov’t Code § 211.004(a).

document that a city must follow. This means that whenever an individual wishes to rezone property, he or she must do so in accordance with the comprehensive plan and that the failure to do so will result in the denial of both a comprehensive plan amendment and a subsequent zoning amendment.





REvised: 7/19/22 – DHWANG	H:\Projects\Parker\4096\2022 Dublin Rd Rehab\Sheets\Dublin Road Estimate.dwg
<b>BIRKHoff, HENDRICKS &amp; CARTER, L.L.P.</b> PROfESSiONAL ENGiNEERS TBPE Firm No. 526; TBPLS Firm No. 10031800 11910 Greenville Ave, Suite 600 Dallas, Texas 75243 (214) 361-7900	<b>DUBLIN ROAD REHAB ESTIMATE</b>

SHEET NO.

#

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

**Project No. 2022 Dublin Road**

**Client: CITY OF PARKER, TEXAS**

**Date: 19-Jul-22**

**Project: Dublin Road Repairs**

*\*Does not include drainage design or improvements*

**By: CMK**

**ENGINEER'S OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
<b>General Project Description:</b>					
1	Insurance, Bonds & Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00
2	Sawcut, Remove & Dispose of Existing Asphalt Pavement	1,555	S.Y.	\$ 5.00	\$ 7,775.00
3	Unclassified Excavation	432	C.Y.	\$ 45.00	\$ 19,440.00
4	Furnish & Install 6-Inch Thick Reinforced Concrete Pavement	1,555	S.Y.	\$ 90.00	\$ 139,950.00
5	Construct 6-Inch Lime Stabilized Subgrade	1,555	S.Y.	\$ 8.00	\$ 12,440.00
6	Furnish Hydrated Lime Slurry (40#/SY)	39	Ton	\$ 160.00	\$ 6,240.00
7	Full Depth Sawcut	70	L.F.	\$ 5.00	\$ 350.00
8	Furnish & Install Native Grass-Hydromulch, Fertilizer, Water	172	S.Y.	\$ 5.00	\$ 860.00
9	Furnish, Implement and Maintain Traffic Control Plan	1	L.S.	\$ 3,000.00	\$ 3,000.00
10	Furnish, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 5,000.00	\$ 5,000.00
				\$	-
				\$	-
	<b>Construction Subtotal:</b>			\$	<b>205,055.00</b>
	Contingency and Miscellaneous Items	15%		\$	30,758.25
	<b>Construction Total:</b>			\$	<b>235,813.25</b>
	<b>Quality Control and Material Testing</b>	2.5%		\$	5,895.33
	<b>Land Rights Acquisition (20-ft Permanent Utility Easement)</b>	0.0	Acres	\$ 25,000.00	\$ -
	<b>Project Total:</b>			\$	<b>241,708.58</b>
				<b>USE:</b>	<b>\$ 250,000.00</b>