



AGENDA

CITY COUNCIL MEETING

MARCH 20, 2018 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, March 20, 2018 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

PROCLAMATION - RECOGNITION

PRESENTATION RECOGNIZING EAGLE SCOUT JUSTN GUTHRIE. [MARSHALL]

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 FEBRUARY 20, 2018. [SCOTT GREY]
2. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-564, APPROVING A NEGOTIATED SETTLEMENT WITH ATMOS. [SHELBY]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2018-565 AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION. [SHELBY]

INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-566, AWARDING THE SYCAMORE LANE WATER LINE PROJECT. [FLANIGAN/BIRKHOFF]

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A DONATION FROM THE PARKER WOMEN'S CLUB. [BROOKS]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 758, AMENDING AND RESTATING THE PROVISIONS OF ORDINANCE NO. 621 THE PRIMA FACIE SPEED LIMITS. [SHELBY] [TABLED – 02202018]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-567, APPROVING AN ASSIGNMENT OF THE PARAMEDIC AMBULANCE SERVICES CONTRACT TO PARAMEDICS LOGISTICS TEXAS, LLC. [SHEFF]
9. DISCUSSION AND/OR ANY APPROPRIATE ACTION ON FIRE DEPARTMENT DISPATCH SERVICES. [SHEFF]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RECOMMENDATION TO SUSPEND HOME RULE CHARTER COMMISSION (HRCC) UNTIL AFTER THE MAY 5, 2018 GENERAL ELECTION. [LEVINE]

ROUTINE ITEMS

11. FUTURE AGENDA ITEMS

REMINDER(S):

- MONDAY, APRIL 16, 2018, ANNUAL CANDIDATES NIGHT OPEN FORUM
- SATURDAY, APRIL 28, 2018, 10AM-2PM, DRUG TAKE BACK
- SATURDAY, MAY 5, 2018 – GENERAL & SPECIAL ELECTION (EV AND ED INFO)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 22	Apr 23 Early Voting 8am to 5pm	Apr 24 Early Voting 8am to 5pm	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 7pm	Apr. 27 Early Voting 8am to 5pm	Apr. 28 Early Voting 8am to 5pm
Apr 29	Apr 30 Early Voting 7am to 7pm	May 1 Early Voting 7am to 7pm	May 2	May 3	May 4	May 5 Election Day 7am to 7pm

- PROJECTED 2018 TAX RATE PLANNING CALENDAR

12. 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 March 16, 2018 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.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Proclamation

**RECOGNIZING EAGLE SCOUT JUSTIN GUTHRIE
FOR HIS DEDICATED SERVICE TO THE
BOY SCOUTS OF AMERICA (BSA) AND THE CITY OF PARKER**

WHEREAS, the Boy Scouts of America is a vital force in the development of our youth through its many programs which encourages the ability of its members to do things for themselves and especially for others; and

WHEREAS, one of the major objectives in the Scouting program is to develop citizenship through community involvement, and in addition to working for citizenship merit badges, Scouts are encouraged to participate in community service projects; and

WHEREAS, Eagle Scout Justin Guthrie is a resident of Parker, Texas; a freshman at Plano East, in their international Baccalaureate (IB) program; a member of Boy Scout Troop 285 sponsored by St. Mark Catholic Church in Plano, Texas; and has not only proven himself to be an outstanding member of the Boy Scouts of America, but has attained the highest honor bestowed upon a Scout, the Eagle Scout Award; and

WHEREAS, the Eagle Scout Award is a distinction that will follow him throughout life and will be a beacon to others of the leadership quality and commitment this young man has shown;

NOW, THEREFORE the City of Parker recognizes

Eagle Scout Justin Guthrie

as worthy of this highest honor and encourages him to continue his commitment to excellence.

PROCLAIMED, this 20th day of March, 2018.



A blue ink signature of the Mayor's name, Z. Marshall, followed by a blue ink line.

Z. Marshall, Mayor



Council Agenda Item

Item 1
C'Sec Use Only

Budget Account Code:	Meeting Date: March 20, 2018
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: March 2, 2018
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR FEBRUARY 20, 2018. [SCOTT GREY]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date: <i>PSL</i>	03/15/2018
City Attorney:		Date:	
Finance/H.R. Manager:	<i>Johanna Boyd</i>	Date: <i>JB</i>	03/16/2018

MINUTES
CITY COUNCIL MEETING
FEBRUARY 20, 2018

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 Z Marshall called the meeting to order at 7:00 p.m. Council members Cindy Meyer, Lee Pettle, Cleburne Raney, and Ed Standridge were present. Mayor Pro Tem Scott Levine was absent.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Brandon Shelby, Fire Chief Mike Sheff, Assistant Fire Chief Mark Barnaby, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Billy Barron led the pledge.

TEXAS PLEDGE: Randy Kercho 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.

Mayor Marshall noted there were three (3) comment cards. He asked if those individuals would prefer speaking during the public comment time or when the item was presented. They decided to speak when their item was presented.

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 FEBRUARY 6, 2018. [SCOTT GREY]
2. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE

Police Chief Brooks said a year ago the Police Department started a new police report and there has been no comparison data. The January 2018 report has the first comparison information. Although staff has been trained on how to count various services, he noted there was some duplication while staff became familiar with the counting method. He reviewed some of the duplicated data areas and commented the data over the next year would be more closely aligned, particularly under the incident, criminal investigations, and the outside agency activities portions of the report. Chief Brooks addressed the -428% reduction in "Calls for Service", and stated once the City of Parker goes to the Records Management System/Mobile Data (CAD/MD) system, it will no longer be a manual system of tracking incidents and the data will be much more accurate.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE MARCH 6, 2018 REGULAR MEETING DUE TO PRIMARY ELECTION DAY VOTING, 7AM-7PM. [FLANIGAN]

MOTION: Councilmember Pettle moved to approve the consent agenda, as presented. Councilmember Standridge seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

4. DISCUSSION AND/OR ANY APPROPRIATE ACTION ON THE PVFD PILOT PROGRAM - 90 DAYS EVAL. EFFECTIVENESS. [SHEFF]

Fire Chief Sheff reviewed the Parker Volunteer Fire Department (PVFD) Pilot Program and its effectiveness since its inception October 1st or some 90+ days ago and recommended continuing the program with the approved funds through the remainder of this fiscal year.

Billy Barron, 6707 Overbrook Drive, said staffing the Fire Department was of upmost importance, especially the night shift. Mr. Barron said he would like to have a paid fire department with volunteer support; however, the PVFD Pilot Program with the night shift stipend was "better than nothing". He supported continuing this program and also suggested extending certain work shifts for better coverage during peak morning and evening hours, as indicated by Chief Sheff.

MOTION: Councilmember Raney moved to approve continuation of the Parker Volunteer Fire Department (PVFD) pilot program for the night shift stipend with the funds allocated August 29, 2017. Those funds will be used for the remainder of this fiscal year or until funds are expended at which time Chief Sheff will return with a presentation of costs and additional details for City Council review. Councilmember Pettle seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SYCAMORE ESTATES PHASE 2 MINOR PLAT. [SHELBY]

MOTION: Councilmember Pettle moved to approve the Sycamore Estates Phase 2 minor plat, as presented (This action would remove a (+/-) 3.58 acre tract of land from the Parker Ranch Estates Phase 2 plat.). Councilmember Raney seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKER RANCH ESTATES PHASE 2 AND 3 FINAL PLAT. [SHELBY/FLANIGAN]

Mayor Marshal reviewed the item.

Tony Shaw, First Texas Homes, 500 Crescent Court, Suite 35, Dallas, Texas, 75201, stated his name and business address for the record.

Mayor Marshall noted two letters in the City Council packet, one for Parker Ranch Estates Phase 2 (II) and one for Phase 3 (III), from City Engineer John Birkhoff, dated February 14. The Mayor then verified the drainage channel repair work, the placing of erosion control matts, and the establishment of vegetation in the Parker Ranch Estates Phase 3 (III) letter, was complete. Mr. Shaw said the work was completed and City Administrator Flanigan agreed. With that, the City Engineer recommended

the development plats be accepted. [See Exhibit 1 – City Engineer John W. Birkhoff, P. E.’s letters, dated February 14, 2018 – Parker Ranch Estates Phase II and III.]

MOTION: Councilmember Standridge moved to approve Parker Ranch Estates Phase 2 and 3 final plat, as presented. Councilmember Raney seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 758, AMENDING AND RESTATING THE PROVISIONS OF ORDINANCE NO. 621 THE PRIMA FACIE SPEED LIMITS. [SHELBY]

Terry Lynch, 5809 Middleton Drive, said she was surprised by the low speed limits being proposed for Parker city streets, especially with no backup documentation or explanation to support the low speed limits. As she understood it, the state recommended 30 mph. Ms. Lynch asked why the residents and visitors in her neighborhood will be required to drive at a “snail’s pace”. Ms. Lynch also asked why it was being proposed to have speed limit signs on every subdivision street. She suggested having speed limit signs at the entrances/exits to subdivisions. She noted if there are no posted speed limit signs, the default state limit would be 30 mph. Today, she travelled through Allen, Frisco, Lucas, and McKinney and found no residential streets where the speed limits inside the subdivisions were lower than 30 mph or no limits were listed, indicating 30 mph speed limits.

Mayor Marshall read an email from John Barber, 4905 Hackberry Lane, and asked that the email be entered into the record. [See Exhibit 2 – John Barber’s February 20, 2018, 3:26 p.m. email, regarding speed limits and stop signs on Springhill Estates Rd.]

City Attorney Shelby said the Transportation Code gives the governing body the authority to set the speed limits within the corporate limits.

Mayor Marshall asked the City Administrator to address the history or how the original speed limits were established. City Administrator Flanigan said he was not sure he was with the City of Parker in the beginning when all the speed limits were originally determined; however, the 25 mph speed limits in the residential subdivisions had a lot to do with the curvilinear street requirements in the subdivision regulations as well as the width of pavement in the subdivisions. At that time, the Police Chief, working with the engineers involved, determined with only 24 foot of pavement and a car approximately eleven (11) foot in length, they felt the 25 mph speed limit was the appropriate speed inside those subdivisions and these speed limits have been carried on since that determination was made.

Mayor Marshall said to address Ms. Lynch question, how was the 25 mph speed limit, specifically on Middleton Drive, determined.

City Administrator Flanigan said the engineers, who designed that particular subdivision, recommended the 25 mph speed limit. For Kings Crossing Phase 1, he believed that would be Richard Hovas, Westwood Professional Services.

Mayor Marshall said the developers and engineers for the particular developments recommended the speed limits. City Council has the authority to change the speed limits to whatever is reasonable and agreed upon by the Police Department. The Police Department would enforce the speed limits.

City Administrator said the last time the City was involved in determining a speed limit for a particular street was Dublin Road. Due to the narrowness of the road, staff recommended a traffic study be done to determine the appropriate speed limit, which is 30 mph. Mr. Flanigan said he would not want to make a drastic change on such a narrow street without an engineer's input.

Police Chief Brooks said the Police Department would always be concerned about safety. Many factors go into that evaluation and they change. It would be a case by case or street by street assessment. Chief Brooks addressed the public comment from Mr. Barber in regard to Springhill Estates Drive being a "speed trap", stating the reason that particular road needed to be 30 mph is that we have residents backing out of their driveways at zero (0) speed and/or slowing down to turn into their driveways. If that speed limit was changed from 30 to 40 mph, he would have a concern because there would be less reaction time at that higher speed. As a review, in the last six (6) months the Parker Police Department has issued eighteen (18) speeding tickets or six (6) tickets a month along that road. Chief Brooks said he would not classify that as a "speed trap". The ticket speeds ranged from 40 to 56 mph. 56 mph is unsafe on any residential street and the 40 mph speeding tickets could have had a safety concern associated with them. The Police Department has issued far more warnings than citations along Springhill Estates Drive.

Mayor Marshall asked staff to address Ms. Lynch's second question, regarding speed limit signs within the subdivisions rather than at the entrances and exits. City Administrator Flanigan said he would have to defer to the Police Chief, but he thought the traffic code determined where speed limit signs are posted. Chief Brooks agreed, stating if there was no sign the *prima facie* speed limit in Texas is 30 mph. If the speed limit is different, it must be posted.

Councilmember Meyer asked about the various speed limits along Lewis Lane and why the drastic change from 60 mph to 30 mph when the Southridge Subdivision was developed. She said there were no driveways along that section of the road. City Administrator Flanigan said staff posted the 30 mph signs and he would recommend an engineering study if City Council wanted to post anything higher than 40 mph, due to the depth of the ditches. Ms. Meyer said the speed limit from Lucas was 40 mph and it dropped to 30 entering Parker. She felt a reasonable speed limit would be 40 mph. Mayor Marshall noted in 2008, the current ordinance states Lewis Lane is 30 mph. Ms. Meyer requested Lewis Lane from the bridge north to Lucas Road be 40 mph.

City Attorney Shelby added the new ordinance did not change any of the established speed limits. The ordinance only added new subdivisions streets that have come into the city since the last ordinance.

Councilmember Meyer said in regard to Springhill Estates Road, she felt Mr. Barber was referring to a 40 mph speed limit along Allen Heights in Allen, Texas, a more densely populated City, versus 30 mph along Springhill Estates in Parker, Texas, which is less densely populated, not making sense. Mayor Marshall noted there were no houses with driveways along Allen Heights, but there are along Springhill Estates Road in Parker, Texas.

James R. Douglas, Jr., 5005 Hackberry Lane, commented Allen, Texas had sidewalks and no borrow "bar" ditches; Parker, Texas does not have sidewalks and does have bar ditches. There are driveways, children riding bicycles, and people

jogging along narrow Springhill Estates Road. Mr. Douglas strongly encouraged City Council to keep the speed limit on Springhill Estates Road at 30 mph.

City Attorney Shelby said he needed to make it clear the City can set the speed limits, not on what it wants, it needed to be based on engineering and traffic investigation and these speed limits were determined by engineering firms, who did such an investigation. If City Council wanted to change the speed limits, the City would need to initiate another traffic study.

Mayor Marshall said he has received numerous comments saying the opposite. Residents asked for lower residential street speed limits. Councilmember Raney agreed.

Councilmember Standridge said he understood and he would not suggest raising any of the 30 mph street speed limits, but the 25 mph speed limits could create problems for drivers. He also asked, regarding Mr. Barber's email, who set the stop signs along Springhill Estates Road at Pecan Orchard and Willow Ridge Drive. City Administrator Flanigan said staff set the stop signs, based on a City Council decision. It was a safety issue due to school buses and other issues. Councilmember Standridge said he understood the stop sign at Willow Ridge Drive, because it slowed traffic. The stop sign at Pecan Orchard was confusing, due to the fact that the intersection was offset. Councilmember Pettle agreed the offset stop signs along Springhill Estates Road were dangerous and confusing. City Administrator Flanigan said the stop signs needed to be another agenda. This item addressed speed limits only.

Councilmember Pettle noted some of the 25 mph speed limits were initiated by residents, coming to City Council and requesting lower speed limits.

Mayor Marshall suggested tabling this item. He also suggested staff do research on some of the questions presented tonight. Staff could return with recommendations.

MOTION: Councilmember Standridge moved to table Ordinance No. 758, amending and restating the provisions of Ordinance No. 621 the *prima facie* speed limits for additional information/research. Councilmember Pettle seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.

ROUTINE ITEMS

8. FUTURE AGENDA ITEMS

Mayor Marshall reviewed the following updates and reminders:

UPDATE(S):

- UPDATE ON PARKER WOMEN'S CLUB (PWC) E-BLAST NOTIFICATIONS

City Administrator Flanigan said he met with PWC and discussed the matter. An error was made. Mr. Flanigan said his original response was with regard to the City's website. City Council approved PWC email blasts by motion on June 26, 2007. City Staff has put some guidelines in place, requesting any notices be sent on Fridays and the information should be sent to City Staff at least 24-hours in advance. The issue has been resolved.

- ACCEPTANCE OF CITY OF PARKER POLICE DEPARTMENT DONATION FOR THE RECORD (LETHA SIMMONS)

As required by Resolution No. 2016-520, Mayor Marshall accepted Letha Simmons' \$60 donation to the City of Parker Police Department for the record. The Mayor, City Council, and staff thanked Ms. Simmons for her generous donation.

REMINDER(S):

- AN EMAIL REQUESTING VACATION SCHEDULES WILL BE SENT SOON. HAVE YOUR SCHEDULE READY!
- SATURDAY, APRIL 28, 2018, 10AM-2PM, DRUG TAKE BACK
Chief Brooks said the City would try the Drug Take Back without hazardous waste disposal and see how it goes.
- SATURDAY, MAY 5, 2018 – GENERAL & SPECIAL ELECTION (EV AND ED INFO)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 22	Apr 23 Early Voting 8am to 5pm	Apr 24 Early Voting 8am to 5pm	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 7pm	Apr. 27 Early Voting 8am to 5pm	Apr. 28 Early Voting 8am to 5pm
Apr 29	Apr 30 Early Voting 7am to 7pm	May 1 Early Voting 7am to 7pm	May 2	May 3	May 4	May 5 Election Day 7am to 7pm

- PROJECTED 2018 TAX RATE PLANNING CALENDAR

Mayor Marshall asked candidates to refrain from campaigning and/or participating in any political activities at City Hall or Municipal Buildings and grounds.

Mayor Marshall asked if there were any items to be added to the future agenda and noted Mayor Pro Tem Levine requested an item regarding the Home Rule Charter Commission (HRCC) be added to the next agenda, as some fifty percent (50%) of that commission are running for office. The item might discuss suspending or delaying HRCC activity. The Mayor said Mayor Pro Tem also wanted to ask City Attorney Shelby if he, as HRCC chair, had the authority to cancel the HRCC meeting set for March 7, 2018. Mr. Shelby said he believed Resolution No. 2017-558 gave the Mayor Pro Tem, as HRCC Chair, the authority to cancel or postpone meetings.

The Mayor said the next regularly scheduled City Council meeting would be Tuesday, March 20, 2018.

9. ADJOURN

Mayor Marshall adjourned the meeting at 7:57 p.m.

APPROVED:

Mayor Z Marshall

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 20th day
of March, 2018.

PROPOSED

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

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Fax (214) 461-8390 Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

February 14, 2018

Mr. Jeff Flanigan
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002

Re: Parker Ranch Phase II

Dear Mr. Flanigan:

We completed our third site visit to the Parker Ranch Phase II Development on Wednesday, February 14, 2018 to determine if the work is complete. Based on our observation, this development is complete.

We are available at your convenience to discuss any questions you may have of our finding.

Sincerely,



John W. Birkhoff, P.E.

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
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DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

February 14, 2018

Mr. Jeff Flanigan
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002

Re: Parker Ranch Phase III

Dear Mr. Flanigan:

We completed our third site visit to the Parker Ranch Phase II Development on Wednesday, February 14, 2018 to determine if the work is complete. Based on our observation the developer is completing repair work of drainage channels and is in process of placing erosion control matts and establishing vegetation in those selected areas. We believe when this work is complete in the next few days that all work will be completed.

We recommend that the development be accepted.

We are available at your convenience to discuss any questions you may have of our finding.

Sincerely,



John W. Birkhoff, P.E.

From: [John Barber](#)
To: [Patti Grey](#)
Cc: [Z Marshall](#)
Subject: Speed limits and stop signs on Springhill Estates Rd.
Date: Tuesday, February 20, 2018 3:24:04 PM

Ms. Grey:

I wish to be recorded as in opposition to the continuation of the speed limit and stop signs on Springhill Estates Rd.

The speed limit is 40 MPH in Allen on Allen Heights Rd. which is essentially a continuation of Springhill Estates Rd. which is posted at 30 MPH. There seems to be no justification for a 30 MPH speed limit in Parker other than to serve as a speed trap for the collection of revenue. I have seen more children in Allen than in Parker along these streets, so a child safety argument is specious. Ticketed offenders could certainly argue the speed limit difference justification issue in court and perhaps they have.

The 4 way stop on Springhill Estates Rd. at Pecan Orchard is evidently intended to impede the flow of traffic. They create pollution, waste gasoline and increase the probability of an accident. The 4 way stop at Pecan Orchard is offset by about 50 yards. I have had many slow speed near accidents while turning left on to Pecan Orchard in front of people who are supposed to stay stopped, but do not. Most people expect that the normal side street stop sign rules apply; not an offset 4 way stop. Bluntly, having this offset 4 way stop is stupid.

The stop sign on Springhill Estates Rd further south is just a traffic flow impediment, a pollution generator and a gasoline waster perhaps intended as a trap for the generation of revenue for the city. It gives us a bad reputation.

I request that you take action to remove the stop signs on Springhill Estates Rd. and apply normal side street stop sign rules and increase the speed limit from 30 MPH to 40 MPH as in Allen.

Thank you,

John Barber
4905 Hackberry Lane
Parker, TX 75002

ANIMAL CONTROL REPORT JANUARY 2018

Call #	Date:	1/8/2018	Caller Remarks:	PERMISSION TO SURRENDER DOG.VG
1	Invoice Type:	No Charge	Expected Charge:	\$0.00
	Call Type	Action Taken By:	Response	Disposition
	Other	Murphy Animal Control	Other	NA
Call #	Date:	1/8/2018	Caller Remarks:	2 LABRADORS RAL NEAR LOT 29.VG
2	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	No Animal Found	NA
Call #	Date:	1/16/2018	Caller Remarks:	SHEPHERD MIX RAL ON PARKER RD NEAR CITY HALL.VG
3	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Stray	Murphy Animal Control	No Animal Found	NA
Call #	Date:	1/25/2018	Caller Remarks:	DEAD OPOSSUM AT 5310 ELISA LN-VACANT HOUSE.VG
4	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00
	Call Type	Action Taken By:	Response	Disposition
	Dead Animal	Murphy Animal Control	Murphy Pick Up	NA

Fiscal Year Budget = \$6,000	
Fiscal Year Charges	
October =	430.00
November =	250.00
December =	300.00
January =	200.00
February =	
March =	
April =	
May =	
June =	
July =	
August =	
September =	
Total =	\$1,180.00

ANIMAL CONTROL REPORT JANUARY 2018

Call #	Date:	1/29/2018	Caller Remarks:	DEAD SKUNK ON Sycamore HEADING TOWARDS PARKER.VG		
5	Invoice Type:	Service Fee Only	Expected Charge:	\$50.00		
	Call Type	Action Taken By:	Response	Disposition		
	Dead Animal	Murphy Animal Control	Murphy Pick Up	Destroyed		
				TOTAL=	\$	200.00



BUILDING PERMIT TOTALS

Feb-18

ACCESSORY/OUTBUILDING PERMITS	2
IRRIGATION/LAWN SPRINKLER PERMITS	10
MISCELLANEOUS PERMITS	14
SWIMMING POOL PERMITS	6
REMODEL/ADDITION PERMITS	2
SINGLE FAMILY RESIDENTIAL PERMITS	11
INSPECTIONS	109

**CITY OF PARKER
PERMIT LOG
FEBRUARY 2018**

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	WATER IMPACT FEE	SEWER TAP FEE
2018-1003	2/6/2018	ACC	5304 WESTFIELD DR	HOBERT POOLS	GRILL ISLAND	\$2,000	156	\$250.00	NA	NA	NA	NA
2018-1004	2/6/2018	ACC	6901 AUDUBON DR	VENTURE POOLS	GAS FIRE PIT	\$3,000	5	\$175.00	NA	NA	NA	NA
2018-2003	2/8/2018	ELEC	6210 SOUTHRIDGE PKWY	ABR ELECTRIC	NEW PANEL 90 AMP	NA	NA	\$75.00	NA	NA	NA	NA
2018-2004	2/14/2018	ELEC	1811 DUBLIN RD	DIRECT ELECTRIC	RELOCATE METER BASE	NA	NA	\$75.00	NA	NA	NA	NA
2018-2005	2/20/2018	ELEC	6510 E PARKER RD	PRM COMMUNICATIONS	SPECTRUM POWER SUPPLY CABINET	NA	NA	\$75.00	NA	NA	NA	NA
2018-6003	2/16/2018	FENCE	5905 MIDDLETON DR	PEREZ	IRON FENCE	\$25,000	NA	\$75.00	NA	NA	NA	NA
2017-3029	2/8/2018	FSPR	5300 BARRINGTON DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2017-3030	2/8/2018	FSPR	6612 CHILTON CT	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2017-3031	2/8/2018	FSPR	5204 NORWICK DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3001	2/8/2018	FSPR	4603 WHITESTONE DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3002	2/8/2018	FSPR	6613 CHILTON CT	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3003	2/8/2018	FSPR	4602 SALISBURY DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-4007	2/5/2018	IRR	4701 BRYCE DR	LAWN LIQUID IRRIGATION	IRRIGATION	\$1,200	NA	\$75.00	NA	NA	NA	NA
2018-4008	2/5/2018	IRR	6703 ERIN LN	LAWN LIQUID IRRIGATION	IRRIGATION	\$1,200	NA	\$75.00	NA	NA	NA	NA
2018-4009	2/13/2018	IRR	6507 ERIN LN	LAWN LIQUID IRRIGATION	IRRIGATION	\$1,200	NA	\$75.00	NA	NA	NA	NA
2018-4010	2/15/2018	IRR	4604 DONNA LN	M.L. JOHNSON	IRRIGATION	\$1,100	NA	\$75.00	NA	NA	NA	NA
2018-4011	2/16/2018	IRR	5203 BERWICK LN	LAND PRO CREATIONS	IRRIGATION	\$3,000	NA	\$75.00	NA	NA	NA	NA
2018-4012	2/19/2018	IRR	5201 BERWICK LN	LAND PRO CREATIONS	IRRIGATION	\$3,000	NA	\$75.00	NA	NA	NA	NA
2018-4013	2/20/2018	IRR	5102 CHESHIRE LN	LAND PRO CREATIONS	IRRIGATION	\$3,000	NA	\$75.00	NA	NA	NA	NA
2018-4014	2/20/2018	IRR	5301 BERWICK LN	LAWN LIQUID IRRIGATION	IRRIGATION	\$1,200	NA	\$75.00	NA	NA	NA	NA
2018-4015	2/22/2018	IRR	5203 WESTFIELD DR	LAND PRO CREATIONS	IRRIGATION	\$3,000	NA	\$75.00	NA	NA	NA	NA
2018-4016	2/22/2018	IRR	4506 DONNA LN	LAND PRO CREATIONS	IRRIGATION	\$3,000	NA	\$75.00	NA	NA	NA	NA
2018-5003	2/1/2018	MECH	2800 DUBLIN PARK DR	DALLAS PLUMBING COMPANY	HVAC EQUIP	NA	NA	\$75.00	NA	NA	NA	NA
2018-7008	2/6/2018	PLUM	5401 ELISA LN	TRIPLE CROWN PLUMBING	SLAB LEAK REPAIR TUNNEL	NA	NA	\$75.00	NA	NA	NA	NA
2018-7009	2/8/2018	PLUM	6106 SOUTHRIDGE PKWY	O'BRYAN PLUMBING	2 (50) GAL WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-7010	2/21/2018	PLUM	4709 WINDMILL CREEK DR	A#1 AIR PLUMBING	40GAL ELEC WH IN ATTIC	NA	NA	\$75.00	NA	NA	NA	NA
2018-10005	2/6/2018	POOL	5807 CORINTH CHAPEL RD	IMPERIAL POOLS	POOL	\$80,000	NA	\$500.00	NA	NA	NA	NA
2018-10006	2/6/2018	POOL	4408 SALISBURY DR	FOLEY POOLS	POOL	\$60,000	NA	\$500.00	NA	NA	NA	NA
2018-10001	2/6/2018	POOL	5304 WESTFIELD DR	HOBERT POOLS	POOL	\$60,000	NA	\$500.00	NA	NA	NA	NA
2018-10002	2/11/2018	POOL	4301 WHITESTONE DR	VENTURE CUSTOM POOLS	POOL	\$33,000	NA	\$500.00	NA	NA	NA	NA
2018-10003	2/6/2018	POOL	5010 HUCKBERRY LN	TEXOMA COUNTRY POOLS	POOL	\$80,000	NA	\$500.00	NA	NA	NA	NA
2018-10004	2/6/2018	POOL	6801 AUDUBON DR	VENTURE POOLS	POOL	\$35,000	NA	\$500.00	NA	NA	NA	NA
2018-80001	2/6/2018	REMOD	6308 NORTHRIDGE PKWY	WINDOW EXPO	ADDITION	\$14,792	289	\$250.00	NA	NA	NA	NA
2018-80002	2/5/2018	REMOD	4402 SYCAMORE LN	GRAF DEVELOPMENTS	REMODEL	\$300,000	2,800	\$1,150.00	NA	NA	NA	NA
2018-9001	2/21/2018	SFR	5205 NORWICK DR	NEW RESIDENCE	NEW RESIDENCE	\$400,000	7,367	\$4,596.53	\$1,000	\$2,000	\$3,938.95	NA
2018-9002	2/16/2018	SFR	5103 CHESHIRE LN	GRAND HOMES	NEW RESIDENCE	\$921,216	9,596	\$5,911.64	\$1,000	\$2,000	\$3,938.95	NA
2018-9003	2/14/2018	SFR	7702 WINDMORE DR	CLEVE ADAMSON CUSTOM HOMES	NEW RESIDENCE	\$640,000	6,232	\$3,926.88	\$1,000	\$2,000	\$3,938.95	NA
2018-9004	2/21/2018	SFR	5204 BELVEDERE DR	GRAND HOMES	NEW RESIDENCE	\$512,064	5,334	\$3,397.06	\$1,000	\$2,000	\$3,938.95	NA
2018-9005	2/21/2018	SFR	5002 KINGSTON CT	GRAND HOMES	NEW RESIDENCE	\$556,032	5,792	\$3,667.28	\$1,000	\$2,000	\$3,938.95	NA

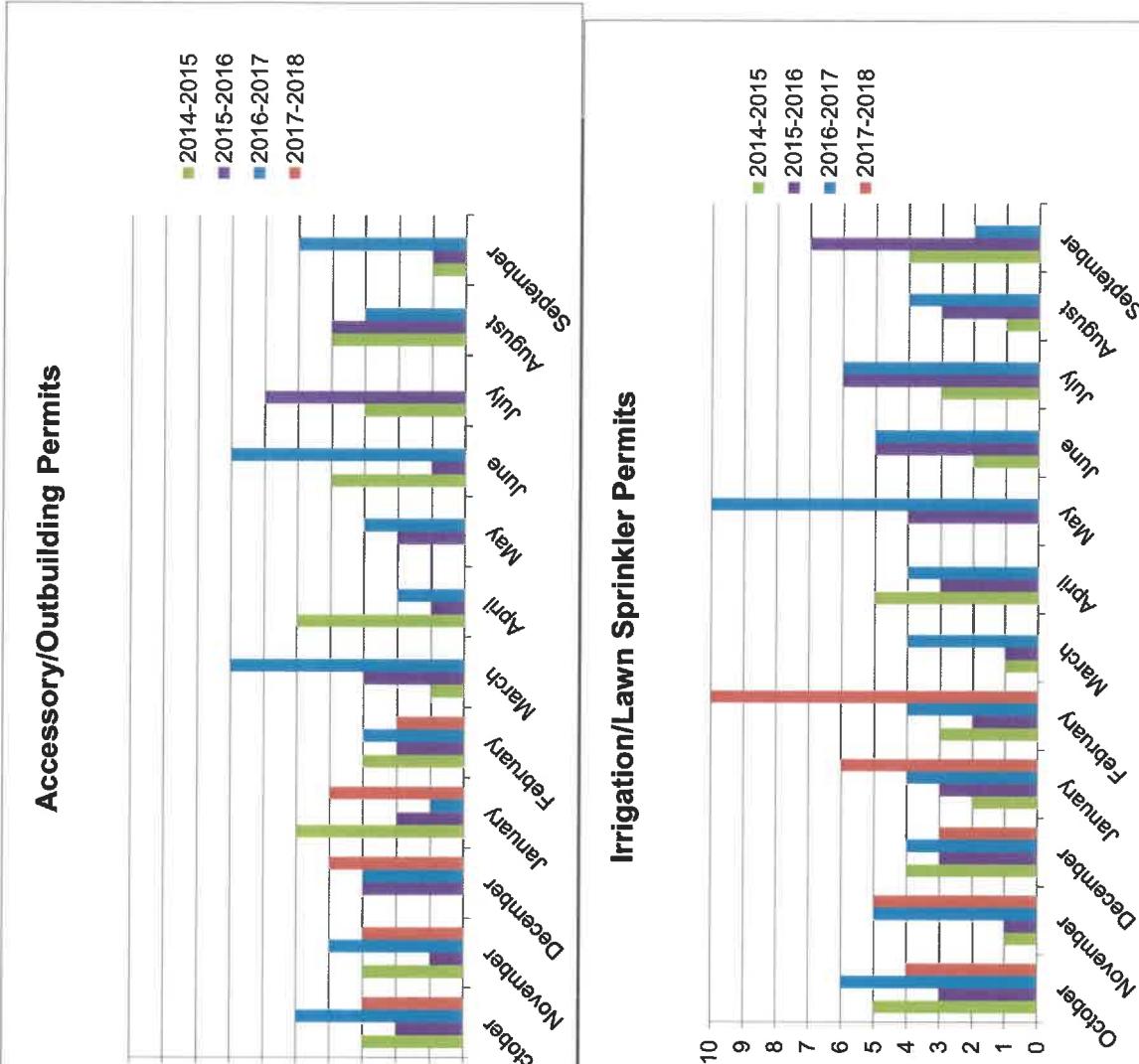
CITY OF PARKER
PERMIT LOG
FEBRUARY 2018

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	WATER IMPACT FEE	SEWER TAP FEE
2018-9006	2/21/2018	SFR	4603 SALISBURY DR	NEWCASTLE HOMES	NEW RESIDENCE	\$500,000	7,839	\$4,875.01	\$1,000	\$2,000	\$3,938.95	NA
2018-9007	2/21/2018	SFR	6801 ERIN LN	CHESMAR HOMES	NEW RESIDENCE	\$340,615	5,107	\$3,263.13	\$1,000	\$2,000	\$3,938.95	NA
2018-9008	2/21/2018	SFR	6804 ERIN LN	CHESMAR HOMES	NEW RESIDENCE	\$355,899	5,062	\$3,236.58	\$1,000	\$2,000	\$3,938.95	NA
2018-9009	2/21/2018	SFR	5303 BERWICK LN	SHADDOK HOMES	NEW RESIDENCE	\$679,365	6,170	\$3,890.30	\$1,000	\$2,000	\$3,938.95	NA
2018-9010	2/21/2018	SFR	4506 DONNA LN	SHADDOK HOMES	NEW RESIDENCE	\$520,982	4,284	\$2,777.56	\$1,000	\$2,000	\$3,938.95	NA
2018-9011	2/21/2018	SFR	5201 NORWICK DR	SHADDOK HOMES	NEW RESIDENCE	\$756,600	6,341	\$3,991.19	\$1,000	\$2,000	\$3,938.95	NA
TOTAL=						\$6,825,565	\$52,608.16	\$11,000	\$22,000	\$43,328.45		

PERMIT GRAPHHS

Accessory/Outbuildings Permits					
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018	
October	3	2	5	3	
November	3	1	4	3	
December	0	3	3	4	
January	5	2	1	4	
February	3	2	3	2	
March	1	3	7		
April	5	1	2		
May	0	2	3		
June	4	1	7		
July	3	6	0		
August	4	4	3		
September	1	1	5		
Y-T-D Total	32	28	43		

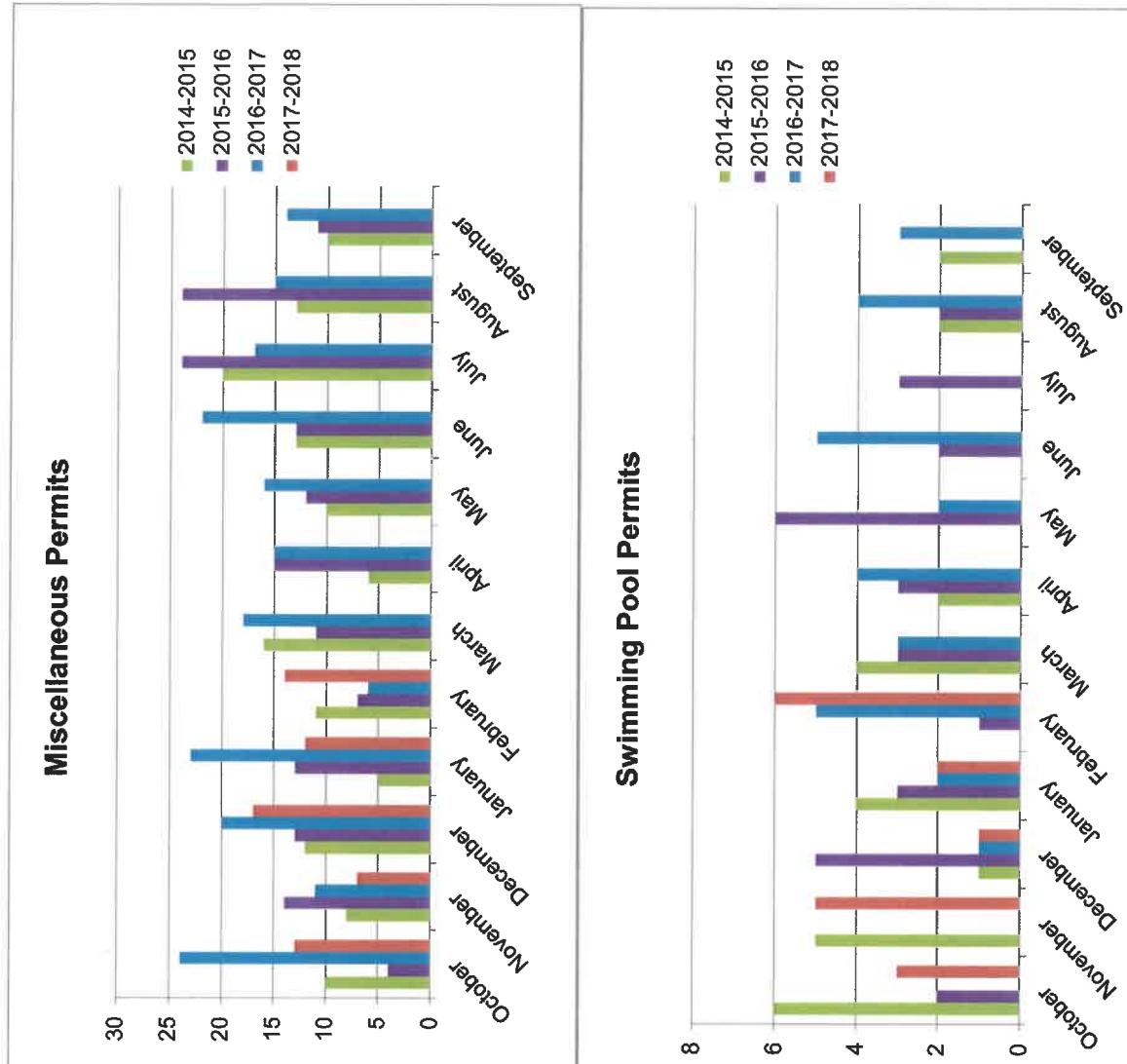
Irrigation/Lawn Sprinkler Permits					
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018	
October	5	3	6	4	
November	1	1	5	5	
December	4	3	4	3	
January	2	3	4	6	
February	3	2	4	10	
March	1	1	4		
April	5	3	4		
May	0	4	12		
June	2	5	5		
July	3	6	6		
August	1	3	4		
September	4	7	2		
Y-T-D Total	31	41	60		



PERMIT GRAPHS

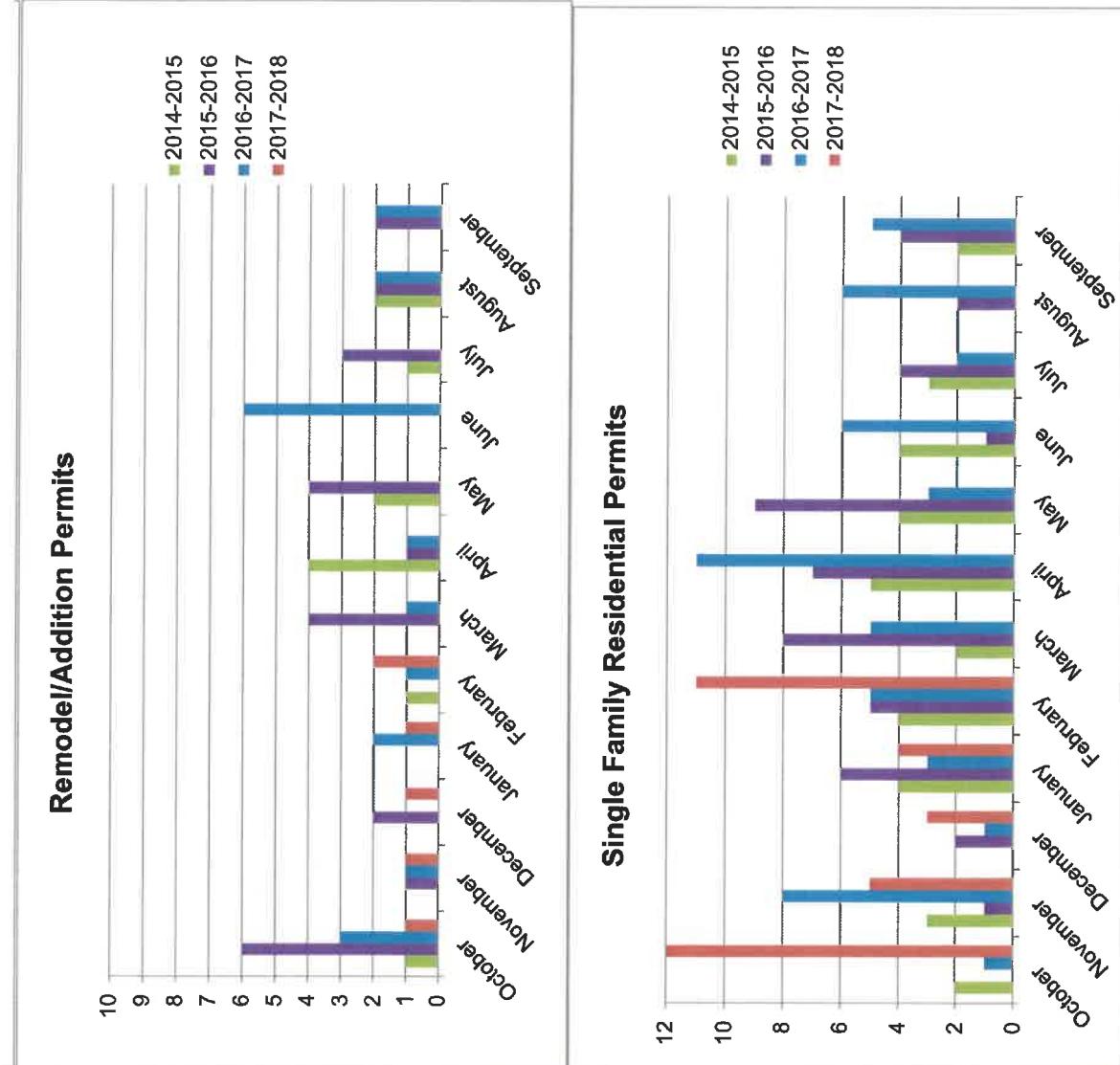
Miscellaneous Permits					
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018	
October	10	4	24	13	
November	8	14	11	7	
December	12	13	20	17	
January	5	13	23	12	
February	11	7	6	14	
March	16	11	18		
April	6	15	15		
May	10	12	16		
June	13	13	22		
July	20	24	17		
August	13	24	15		
September	10	11	14		
Y-T-D Total	134	161	201		

Swimming Pool Permits					
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018	
October	6	2	0	3	
November	5	0	0	5	
December	1	5	1	1	
January	4	3	2	2	
February	0	1	5	6	
March	4	3	3		
April	2	3	4		
May	0	6	2		
June	0	2	5		
July	0	3	0		
August	2	2	4		
September	2	0	3		
Y-T-D Total	26	30	29		



PERMIT GRAPHHS

Single Family Residential Building Permits					
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018	
October	2	0	1	12	
November	3	1	8	5	
December	0	2	1	3	
January	4	6	3	4	
February	4	5	5	11	
March	2	8	5		
April	5	7	11		
May	4	9	3		
June	4	1	6		
July	3	4	2		
August	0	2	6		
September	2	4	5		
Y-T-D Total	33	49	56		



INSPECTION LOG
FEBRUARY 2018

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20161001 4700 SHEFFIELD CT	ACC	OTHER	2/5/2018	2/5/2018	TRUE	PIER HOLES	ISS	1	
20171038 4707 SHEFFIELD CT	ACC	OTHER	2/14/2018	2/14/2018	TRUE	ELECTRIC UNDERGROUND	ISS	1	
20171035 4707 SHEFFIELD CT	ACC	OTHER	2/14/2018	2/14/2018	TRUE	UNDERGROUND ELECTRIC	ISS	1	
20171044 2605 DUBLIN PARK DR	ACC	FRAMING	2/19/2018	2/19/2018	TRUE		ISS	1	
20171044 2605 DUBLIN PARK DR	ACC	PLUMBING TOP-OUT	2/19/2018	2/19/2018	TRUE		ISS	1	
20171044 2605 DUBLIN PARK DR	ACC	ELECTRICAL ROUGH	2/19/2018	2/19/2018	TRUE		ISS	1	
20171044 2605 DUBLIN PARK DR	ACC	MECHANICAL ROUGH	2/19/2018	2/19/2018	TRUE		ISS	1	
20182004 1811 DUBLIN RD	ELEC	METER RELEASE - ELECTRIC	2/15/2018	2/15/2018	FALSE	FAILED 2/15/18	ISS	1	
20192003 6210 SOUTHRIDGE PKWY	ELEC	ELECTRICAL INSPECTION	2/16/2018	2/16/2018	TRUE		FINAL	1	
20173028 6405 HOLBROOK CIR	FSPR	FIRE/HYDRO VISUAL	2/2/2018	2/2/2018	TRUE		ISS	1	
20173029 5300 BARRINGTON DR	FSPR	FIRE/HYDRO VISUAL	2/6/2018	2/6/2018	TRUE		ISS	1	
20173011 5403 WESTFIELD DR	FSPR	OTHER	2/13/2018	2/13/2018	TRUE	FINAL WITH HOUSE	FINAL	1	
20183003 4602 SALISBURY DR	FSPR	FIRE/HYDRO VISUAL	2/16/2018	2/16/2018	TRUE		ISS	1	
20173022 4610 SALISBURY DR	FSPR	FIRE FINAL BACKFLOW CERTIFICATE ON FILE	2/20/2018	2/20/2018	TRUE		FINAL	1	
20184002 4610 SALISBURY DR	IRR	ON FILE	2/5/2018	2/5/2018	TRUE		FINAL	1	
20174004 5305 BERWICK LN	IRR	OTHER	2/8/2018	2/8/2018	TRUE	FINAL WITH HOUSE	FINAL	1	
20174053 6501 ERIN LN	IRR	OTHER	2/13/2018	2/13/2018	TRUE	FINAL WITH HOUSE	FINAL	1	
20174045 5403 WESTFIELD DR	IRR	OTHER	2/13/2018	2/13/2018	TRUE	FINAL WITH HOUSE	FINAL	1	
20184003 5304 NORWICK DR	IRR	OTHER	2/19/2018	2/19/2018	TRUE	FINAL WITH HOUSE	FINAL	1	
20177007 6802 HAVENHURST CT	PLUM	PLUMBING FINAL	2/12/2017	2/12/2018	TRUE	UNDER SLAB LEAK	FINAL	1	
20187005 5706 OVERTON DR	PLUM	WATER HEATER	2/12/2018	2/12/2018	TRUE		FINAL	1	
20187006 4911 SMITH RD	PLUM	OTHER	2/12/2018	2/12/2018	TRUE	BACKFLOW	FINAL	1	
20187006 4911 SMITH RD	PLUM	PLUMBING FINAL	2/12/2018	2/12/2018	TRUE		FINAL	1	
20187007 5011 RAVENSTHORPE DR	PLUM	WATER HEATER	2/8/2018	2/8/2018	TRUE		FINAL	1	
20187008 5401 ELISA LN	PLUM	OTHER	2/12/2018	2/12/2018	TRUE	UNDER SLAB REPAIR	FINAL	1	
20187002 6904 OVERBROOK DR	PLUM	WATER HEATER	2/12/2018	2/12/2018	TRUE		FINAL	1	
20187009 6106 SOUTHRIDGE PKWY	PLUM	WATER HEATER	2/12/2018	2/12/2018	TRUE		FINAL	1	
20174034 6801 HAVENHURST CT	POOL	POOL FINAL	2/22/2018	2/22/2018	FALSE	FAILED 2/2/18	ISS	1	
20171031 5513 WESTFIELD DR	POOL	DECK STEEL	2/6/2018	2/12/2018	TRUE	FAILED 2/6	ISS	2	
20171037 3911 DUBLIN RD	POOL	POOL FINAL	2/7/2018	2/7/2018	TRUE		FINAL	1	
20171038 4302 SYCAMORE LN	POOL	DECK STEEL	2/7/2018	2/8/2018	TRUE	FAILED 2/7	ISS	2	
20171040 4700 SHEFFIELD CT	POOL	GAS LINE TO POOL HEATER	2/12/2018	2/12/2018	TRUE		ISS	1	

INSPECTION LOG
FEBRUARY 2018

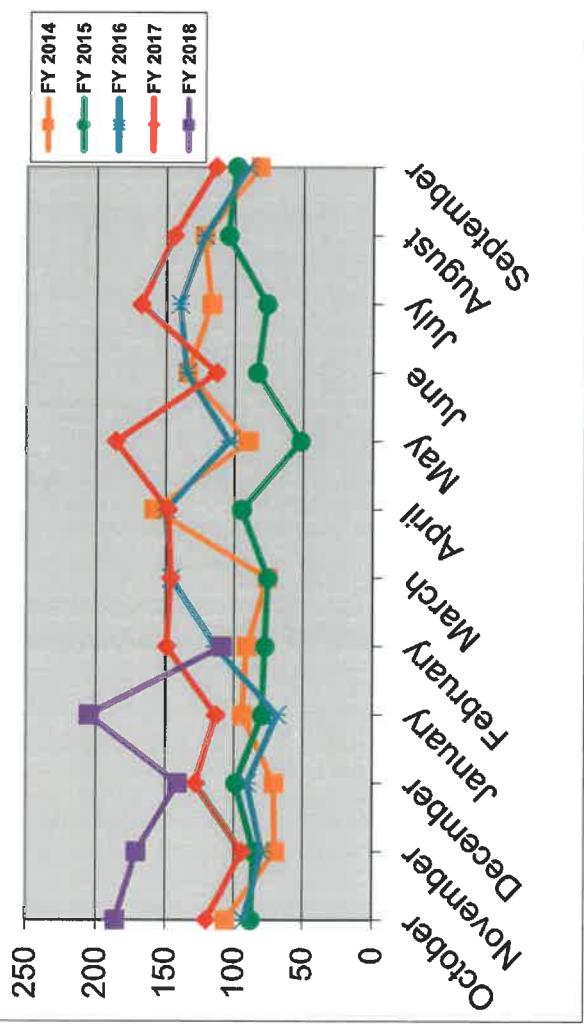
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
201810002 4301 WHITESTONE DR	POOL	BELLY STEEL	2/1/2018	2/12/2018	TRUE			ISS	1
201710139 5405 TENNYSON CT	POOL	BELLY STEEL	2/1/3/2018	2/13/2018	TRUE			ISS	1
201810001 5304 WESTFIELD DR	POOL	BELLY STEEL	2/1/6/2018	2/16/2018	TRUE			ISS	1
201710040 4700 SHEFFIELD CT	POOL	DECK STEEL	2/1/20/2018	2/19/2018	TRUE			ISS	1
201780014 5403 TENNYSON CT	REMOD	BUILDING FINAL	2/1/2/2018	2/12/2018	TRUE			FINAL	1
201780017 2605 DUBLIN PARK DR	REMOD	FRAMING	2/1/9/2018	2/19/2018	TRUE	PATIO COVER		ISS	1
201780017 2605 DUBLIN PARK DR	REMOD	OTHER	2/1/9/2018	2/19/2018	TRUE	ELECTRIC		ISS	1
201880002 4402 SYCAMORE LN	REMOD	PLUMBING TOP-OUT	2/2/6/2018	2/20/2018	TRUE			ISS	1
201880002 4402 SYCAMORE LN	REMOD	ELECTRICAL ROUGH	2/2/6/2018	2/20/2018	TRUE			ISS	1
201880002 4402 SYCAMORE LN	REMOD	MECHANICAL ROUGH	2/2/6/2018	2/20/2018	TRUE			ISS	1
201880002 4402 SYCAMORE LN	REMOD	FRAMING	2/2/24/2018	2/20/2018	TRUE			ISS	1
201790007 5403 WESTFIELD DR	SFR	BUILDING FINAL	2/1/24/2018	2/13/2018	TRUE			FAILED 1/24	2
201790060 5505 BARRINGTON DR	SFR	PLUMBING TOP-OUT	2/1/20/2018	2/13/2018	TRUE			FAILED 2/11/18	ISS
201790060 5505 BARRINGTON DR	SFR	ELECTRICAL ROUGH	2/1/20/2018	2/13/2018	TRUE			FAILED 2/11/18	ISS
201790060 5505 BARRINGTON DR	SFR	MECHANICAL ROUGH	2/1/20/2018	2/13/2018	TRUE			FAILED 2/11/18	ISS
201790060 5505 BARRINGTON DR	SFR	FRAMING	2/1/20/2018	2/13/2018	TRUE			FAILED 2/11/18	ISS
20179022 6807 GREENHILL CT	SFR	DRIVEWAY APPROACH	2/1/20/2018	2/1/20/2018	TRUE				ISS
20179028 5300 ASHFORD CT	SFR	DRIVEWAY APPROACH	2/1/20/2018	2/1/20/2018	TRUE				ISS
20179052 6405 HOLBROOK CIR	SFR	PLUMBING TOP-OUT	2/2/20/2018	2/2/20/2018	TRUE			FAILED 2/2/2018	ISS
20179052 6405 HOLBROOK CIR	SFR	ELECTRICAL ROUGH	2/2/20/2018	2/2/20/2018	TRUE			FAILED 2/2/2018	ISS
20179052 6405 HOLBROOK CIR	SFR	MECHANICAL ROUGH	2/2/20/2018	2/2/20/2018	TRUE			FAILED 2/2/2018	ISS
20179052 6405 HOLBROOK CIR	SFR	FRAMING	2/2/20/2018	2/2/20/2018	TRUE			FAILED 2/2/2018	ISS
20179065 5501 BARRINGTON DR	SFR	T-POLE	2/2/20/2018	2/2/20/2018	TRUE				ISS
20179065 5501 BARRINGTON DR	SFR	PLUMBING ROUGH	2/2/20/2018	2/2/20/2018	TRUE				ISS
20179065 5501 BARRINGTON DR	SFR	FORM SURVEY	2/2/20/2018	2/2/20/2018	TRUE				ISS
20179015 5203 WESTFIELD DR	SFR	DRIVEWAY APPROACH	2/2/20/2018	2/2/20/2018	TRUE				ISS
20179032 3600 JEFFREY DR	SFR	DRIVEWAY APPROACH	2/5/20/2018	2/8/2018	TRUE			FAILED 2/5	ISS
20179045 5102 CHESHIRE LN	SFR	METER RELEASE - ELECTRIC	2/6/20/2018	2/6/2018	TRUE				ISS
20179045 5102 CHESHIRE LN	SFR	METER RELEASE - GAS	2/6/20/2018	2/6/2018	TRUE				ISS
20179041 5300 BARRINGTON DR	SFR	PLUMBING TOP-OUT	2/6/20/2018	2/8/2016	TRUE			FAILED 2/6	ISS
20179041 5300 BARRINGTON DR	SFR	ELECTRICAL ROUGH	2/6/20/2018	2/8/2018	TRUE			FAILED 2/6	ISS
20179041 5300 BARRINGTON DR	SFR	MECHANICAL ROUGH	2/6/20/2018	2/8/2016	TRUE			FAILED 2/6	ISS
20179041 5300 BARRINGTON DR	SFR	FRAMING	2/6/20/2018	2/8/2016	TRUE			FAILED 2/6	ISS
20179064 50111 CHESHIRE LN	SFR	FOUNDATION	2/7/20/2018	2/7/2018	TRUE				ISS
20169009 5305 BERWICK LN	SFR	BUILDING FINAL	2/8/20/2018	2/8/2018	TRUE				FINAL
20169009 5305 BERWICK LN	SFR	SURVEY PLAT	2/8/20/2018	2/8/2018	TRUE				FINAL

INSPECTION LOG
FEBRUARY 2018

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20179033 5313 WESTFIELD DR	SFR	DRIVEWAY APPROACH	2/12/2018	2/12/2018	TRUE			ISS	1
20179013 6501 ERIN LN	SFR	BUILDING FINAL	2/13/2018	2/13/2018	TRUE			FINAL	1
20179013 6501 ERIN LN	SFR	SURVEY PLAT	2/13/2018	2/13/2018	TRUE			FINAL	1
20179065 5501 BARRINGTON DR	SFR	FOUNDATION	2/14/2018	2/14/2018	TRUE			ISS	1
20189001 5205 NORWICK DR	SFR	FOUNDATION	2/15/2018	2/15/2018	TRUE			ISS	1
20189003 7702 WINDOMERE DR	SFR	T-POLE	2/15/2018	2/15/2018	TRUE			ISS	1
20179056 4602 SALISBURY DR	SFR	PLUMBING TOP-OUT	2/16/2018	2/20/2018	TRUE	FAILED 2/16		ISS	2
20179056 4602 SALISBURY DR	SFR	FRAMING	2/16/2018	2/20/2018	TRUE	FAILED 2/16		ISS	2
20179056 4602 SALISBURY DR	SFR	ELECTRICAL ROUGH	2/16/2018	2/20/2018	TRUE	FAILED 2/16		ISS	2
20179056 4602 SALISBURY DR	SFR	MECHANICAL ROUGH	2/16/2018	2/20/2018	TRUE	FAILED 2/16		ISS	2
20179024 5304 NORWICK DR	SFR	BUILDING FINAL	2/19/2018	2/19/2018	TRUE			FINAL	1
20179024 5304 NORWICK DR	SFR	SURVEY PLAT	2/19/2018	2/19/2018	TRUE			FINAL	1
20179048 4604 SALISBURY DR	SFR	PLUMBING TOP-OUT	2/19/2018		FALSE	FAILED 2/19		ISS	1
20179048 4604 SALISBURY DR	SFR	ELECTRICAL ROUGH	2/19/2018		FALSE	FAILED 2/19		ISS	1
20179048 4604 SALISBURY DR	SFR	MECHANICAL ROUGH	2/19/2018		FALSE	FAILED 2/19		ISS	1
20179048 4604 SALISBURY DR	SFR	FRAMING	2/19/2018		FALSE	FAILED 2/19		ISS	1
20179030 4704 SHEFFIELD CT	SFR	DRIVEWAY APPROACH	2/19/2018	2/19/2018	TRUE			ISS	1
20179044 5200 CHESHIRE LN	SFR	METER RELEASE - ELECTRIC	2/20/2018	2/20/2018	TRUE			ISS	1
20179044 5200 CHESHIRE LN	SFR	METER RELEASE - GAS	2/20/2018	2/20/2018	TRUE			ISS	1
20179015 5203 WESTFIELD DR	SFR	METER RELEASE - ELECTRIC	2/20/2018	2/20/2018	TRUE			ISS	1
20179015 5203 WESTFIELD DR	SFR	METER RELEASE - GAS	2/20/2018	2/20/2018	TRUE			ISS	1
								TOTAL = 109	

Monthly Inspection Report

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
October	106	88	93	120	186
November	70	86	80	94	171
December	71	99	91	128	141
January	94	80	69	113	205
February	91	78	114	149	109
March	76	76	146	146	
April	158	95	150	148	
May	90	52	104	186	
June	134	84	135	113	
July	117	77	140	168	
August	122	105	122	144	
September	82	99	91	114	
Year Total	1211	1019	1335	1623	812



CODE ENFORCEMENT REPORT
2017-2018

Violation Description	NOV	OCT	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD Totals
High Grass	3	3											6
Home Occupation													1
Illegal Dumping													1
Illegal Structure													3
Illegal Vehicle													0
Junked Vehicles	1												3
Lot Maintenance	8	4	3	4	6								25
Trash and Debris	1	4	4	4	3								16
ITEM TOTALS	12	12	7	11	13	0	55						

Officer Actions	NOV	OCT	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD Totals
Verbal Warnings	7	6	7	6	11								37
Door Hangers Issued	2	2	3	2	1								10
Complied/Resolved	7	8	6										21
10 Day Notice (Letters Mailed)	2												5
Extension Granted	1	2											3
Complied/Resolved	4	2											15
Citations Issued													0
Stop Work Order													0
Misc													0
ITEM TOTALS	16	19	18	16	22	0	91						

City of Parker Municipal Court Monthly Report

February, 2018	Traffic Misdemeanors	Non-Traffic Misdemeanors
New Cases Filed	77	18
Total Pending Cases	1005	359
Uncontested Dispositions	46	18
Compliance Dismissals		
After Driver Safety Course	26	
After Deferred Disposition	36	0
After Proof of Insurance	0	
Other Dismissals	0	1
Other Dispositions	1	0
Total Cases Disposed	109	19
Arrest Warrants Issued	27	
Warrants Cleared	15	
Total Outstanding Warrants	613	
Show Cause Hearings Held	25	0
Trials	0	1
Fines, Court Costs & Other Amounts Collected:		
Retained by City	\$12,152.00	
Remitted to State	\$7,765.00	
Total	\$19,917.00	

Definitions:

Show Cause Hearing - A court hearing that is held for a defendant who has been granted a Driving Safety Course or Deferred Disposition to Show Cause for Non-Compliance

All cases heard in Municipal Court are Class C Misdemeanors Only.

PARKER POLICE DEPARTMENT
REPORT OF MONTHLY STATISTICS YEAR TO DATE

February 2018	THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	YTD 2018	YTD 2017	% CHANGE
for Service Traffic	1036	704	47%	2050	1413	45%
Calls for Service	193	148	30%	328	339	-3%
Traffic Contacts - All Units	150	95	58%	334	191	75%
House Watch	240	289	-17%	501	547	-8%
Other Service Response Incidents	453	172	163%	887	336	164%
Reported Incidents - Part 1	2	4	-50%	3	6	-50%
Homicide	0	0	0%	0	0	0%
Theft (Includes:)	2	3	-33%	2	4	-50%
Larceny/Theft	2	1	100%	2	2	0%
BMV's	0	1	-100%	0	1	-100%
Auto Theft	0	1	-100%	0	1	-100%
Residential Burglary	0	0	0%	1	0	100%
Business Burglary	0	1	-100%	0	1	-100%
Robbery	0	0	0%	0	0	0%
Aggravated Assault	0	0	0%	0	0	0%
Sexual Assault	0	0	0%	0	1	-100%
Part 2 Offenses	5	10	-50%	12	16	-25%
Simple Assault	1	3	-67%	1	4	-75%
Vandalism	1	2	-50%	1	2	-50%
Narcotics	1	1	0%	3	3	0%
Fraud (Forgery, ID Theft, etc.)	2	3	-33%	6	6	0%
Harassment	0	1	-100%	0	0	0%
Other Offenses	0	0	0%	1	1	0%
Incident Reports	5	3	67%	8	6	33%
Mental Health	0	1	-100%	0	1	-100%
Adult Arrests	3	0	300%	5	2	150%
Males	3	0	300%	5	1	400%
Females	0	0	0%	0	1	-100%
Juvenile Detentions	0	0	0%	0	0	0%
Males	0	0	0%	0	0	0%
Females	0	0	0%	0	0	0%
Traffic Enforcement	150	95	58%	334	206	62%
Citations	92	59	56%	199	125	59%
Warnings	58	36	61%	135	81	67%
Accidents	12	3	300%	18	6	200%
Injury	5	1	400%	6	2	200%
Non-Injury	7	2	250%	11	4	175%
FLID	0	0	0%	1	0	100%
Investigations	25	55	-55%	124	91	36%
Cases Assigned	7	14	-50%	22	26	-15%
Clearances	4	7	-43%	14	11	27%
Cases Filed with DA	0	5	-100%	4	2	100%
Follow-Ups	14	29	-52%	84	49	71%
Alarm Activations	15	9	67%	35	22	59%
Residential	12	9	33%	32	21	52%
Chargeable	12	9	33%	28	20	40%
Non-Chargeable	0	0	0%	4	1	300%
Business	3	0	300%	3	1	200%
Chargeable	1	0	100%	1	1	0%
Non-Chargeable	2	0	200%	2	0	200%
Outside Agency Activities	11	16	-31%	28	52	-46%
Murphy PD	7	7	0%	23	32	-28%
Collin County SO	1	7	-86%	2	12	-83%
Wylie PD	1	0	100%	1	1	0%
Allen PD	0	2	-100%	0	5	-100%
Other	2	0	200%	2	2	0%
Staff	Sworn	Civilian	Reserve			
Authorized	10	1	2			
Current Strength	9	1	2			
In Training	0	0	0			
Openings	1	0	0			
% Staffed	90%	100%	100%			
Reserve Hours	11	18	-64%			

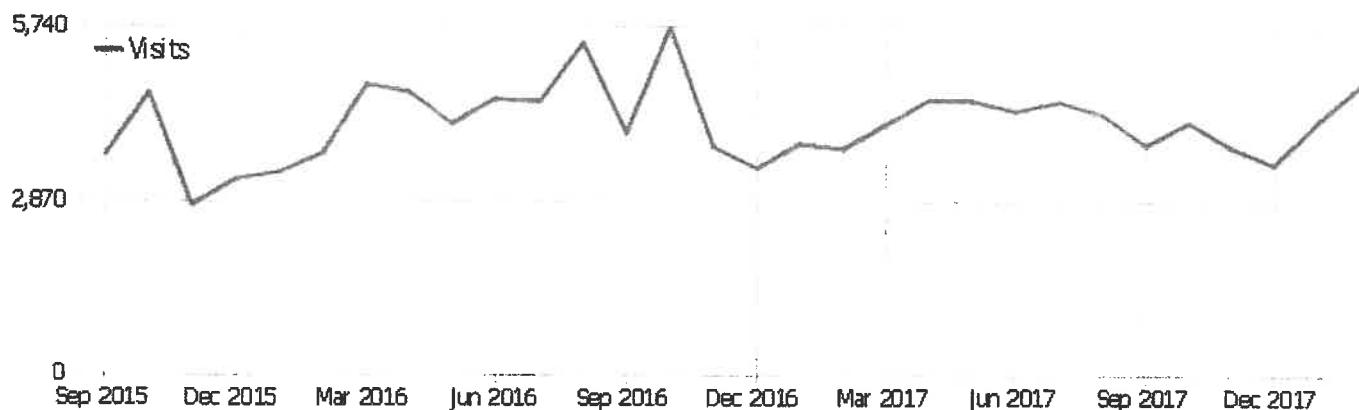


Parker, TX

Date range: February 2018

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	3,742
Visits	4,781
Actions	13,169
Maximum actions in one visit	121
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:43
Bounce Rate	57%

Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
bulk trash	8	2	25%
true	5	1	60%
open records request	4	1	50%
citation fines / payment options	3	1	100%
coserv gas	3	1	67%
fee schedule	3	1	0%
home hazardous waste collection	3	1	100%
mayor	3	1	0%
trash	3	1	33%
alarm	2	1	0%
bids	2	1	0%
charter rules	2	3	100%
citation	2	1	0%
contractor registration	2	2	50%
jobs	2	1	0%
map	2	3	100%
noise	2	1	0%
officers taking oath	2	2	50%
online payment	2	1	0%
ordinance	2	1	50%
permits	2	1	0%
public hearing - whitestone estates annexation - 2nd no	2	2	0%
pump station	2	2	100%
Others	165	217	27%

Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	3,186	8,003	3	00:02:52	63%	\$ 0
Search Engines	1,413	4,817	3	00:02:34	41%	\$ 0
Websites	182	349	2	00:01:12	69%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
United States	4,392	12,547	3	00:02:53	55%	\$ 0
Philippines	98	124	1	00:01:05	83%	\$ 0
Russia	36	41	1	00:00:01	86%	\$ 0
Germany	31	31	1	00:00:00	100%	\$ 0
Canada	23	34	2	00:00:18	91%	\$ 0
China	23	28	1	00:00:06	78%	\$ 0
Nigeria	17	22	1	00:00:01	82%	\$ 0
India	15	22	2	00:00:23	80%	\$ 0
Ghana	13	18	1	00:01:48	77%	\$ 0
Malaysia	10	11	1	00:00:02	90%	\$ 0
South Korea	8	8	1	00:00:00	100%	\$ 0
Kenya	7	9	1	00:00:10	71%	\$ 0
Bahamas	5	5	1	00:00:00	100%	\$ 0
Pakistan	5	7	1	00:00:04	80%	\$ 0
Papua New Guinea	5	11	2	00:00:45	40%	\$ 0
United Arab Emirates	5	5	1	00:00:00	100%	\$ 0
Ethiopia	4	4	1	00:00:00	100%	\$ 0
France	4	80	20	00:09:51	0%	\$ 0
South Africa	4	10	3	00:02:00	75%	\$ 0
United Kingdom	4	38	10	00:14:00	25%	\$ 0
Unknown	4	4	1	00:00:00	100%	\$ 0
Unknown	4	5	1	00:00:15	75%	\$ 0
Zambia	4	8	2	00:00:02	50%	\$ 0
Others	60	97	2	00:00:55	78%	\$ 0

Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2,910	9,418	3	00:03:32	51%	0%
Smartphone	1,427	2,571	2	00:01:12	68%	0%
Tablet	380	970	3	00:02:24	59%	0%
Unknown	42	171	4	00:00:43	86%	0%
Phablet	22	39	2	00:00:58	73%	0%



Council Agenda Item

Item 3
C Sec Use Only

Budget Account Code:	Meeting Date: March 20, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: February 15, 2018
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. Model Staff Report

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-564, APPROVING A NEGOTIATED SETTLEMENT WITH ATMOS. [SHELBY]

SUMMARY

Please review the attached Resolution approving a tariff authorizing an annual rate review mechanism ("RRM") as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") and the Steering Committee of cities served by Atmos; requiring the company to reimburse cities reasonable ratemaking expenses

In addition to the Resolution, the attached package of documents includes a Model Staff Report and attachments, supporting the Resolution. Also provided are the Attachments to the Resolution.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	02/15/2018 via email
Finance/H.R. Manager:	<i>Johnna Boyd</i>	Date:	03/16/2018

RESOLUTION NO. 2018-564

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, the City of Parker, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City and similarly-situated Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Mid-Tex Cities through resolution or resolution; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately

authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an resolution approving an RRM Tariff filing settlement and specifically calling for termination of the existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

WHEREAS, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this resolution and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff is just, reasonable and in the public interest,

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Resolution and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

Section 4. That to the extent any resolution or resolution previously adopted by the City is inconsistent with this Resolution, it is hereby repealed.

Section 5. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, and the remaining provisions of this Resolution shall be interpreted as if the offending section or clause never existed.

Section 7. That this Resolution shall become effective from and after its passage.

Section 8. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 20th day of March, 2018.

Z Marshall, Mayor

ATTEST:

Patti Scott Grey
City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby
City Attorney

PROPOSED

February 13, 2018

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas Cities Served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Steering Committee of Cities Served by Atmos (“Cities”). In 2007, the Cities and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The Ordinance that resolved the Company’s application under the RRM Tariff in 2017 also terminated the existing RRM Tariff and required a renegotiation of the terms of that tariff. Negotiations have taken place over the past several months, and have resulted in a revised RRM Tariff that has been agreed to by the Company. The Cities’ Executive Committee has recommended acceptance of the revised RRM Tariff, which is attached to the Ordinance.

CITIES’ OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission’s review of annual GRIP filings or recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect

without any material adjustments. In the Steering Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

CHANGES TO THE RRM TARIFF

The RRM Tariff on which the 2017 rates were based allowed a rate of return on equity of 10.50%. The revised RRM Tariff reduces that to 9.8%. The revised RRM Tariff also captures the reduction in federal income tax rates from 35% to 21%, and should result in a rate reduction effective by mid-March, 2018. Prior RRM tariffs allowed Cities only three months to review the Company's filing. The new revised Tariff expands that time period by two months. New applications by the Company should be made on or about April 1 of each year, with new rates effective October 1. A rate order from the Railroad Commission in an Atmos Texas Pipeline rate case adopted the position of Cities with regard to incentive compensation related to Atmos' Shared Services Unit that reduced allowed expenses, and that reduced level of expenses will be applicable under the new RRM Tariff.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS

1. This section approves all findings in the Ordinance.
2. This section adopts the attached RRM Tariff and finds the adoption of the Tariff to be just, reasonable, and in the public interest. The prior tariff expired by its own terms.
3. This section requires the Company to reimburse the City for expenses associated with adoption of the Ordinance and RRM Tariff and in processing future applications pursuant to the Ordinance.

4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
7. This section provides for an effective date upon passage.
8. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 1

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers within the city limits of cities identified in Exhibit A that receive service from the Mid-Tex Division of Atmos Energy Corporation ("Company"). This Rate Review Mechanism ("RRM") provides for an annual adjustment to the Company's Rate Schedules R, C, I and T ("Applicable Rate Schedules"). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

"Test Period" is defined as the twelve months ending December 31 of each preceding calendar year.

The "Effective Date" is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 10170 and elements of GUD No. 10580 as specified in Section III below.

The term "System-Wide" means all incorporated and unincorporated areas served by the Company.

"Review Period" is defined as the period from the Filing Date until the Effective Date.

The "Filing Date" is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service ("COS") that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 2

consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in GUD 10580. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order in GUD 10580.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the Mid-Tex division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, and as in GUD 10580 as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 3

and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period in the calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company's Revenue Requirement was apportioned in the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 4

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 5

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 6

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism		
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE		
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 7	

Exhibit A**ACSC Cities**

Abilene	Cleburne	Frost	Lincoln Park
Addison	Clyde	Gainesville	Little Elm
Albany	College Station	Garland	Lorena
Allen	Colleyville	Garrett	Madisonville
Alvarado	Colorado City	Grand Prairie	Malakoff
Angus	Comanche	Grapevine	Mansfield
Anna	Commerce	Groesbeck	Mckinney
Argyle	Coolidge	Gunter	Melissa
Arlington	Coppell	Haltom City	Mesquite
Aubrey	Copperas Cove	Harker Heights	Midlothian
Azle	Corinth	Haskell	Murphy
Bedford	Crandall	Haslet	Newark
Bellmead	Crowley	Hewitt	Nocona
Benbrook	Dalworthington Gardens	Highland Park	North Richland Hills
Beverly Hills	Denison	Highland Village	Northlake
Blossom	Denton	Honey Grove	Oak Leaf
Blue Ridge	Desoto	Hurst	Ovilla
Bowie	Draper	Hutto	Palestine
Boyd	Duncanville	Iowa Park	Pantego
Bridgeport	Eastland	Irving	Paris
Brownwood	Edgecliff Village	Justin	Parker
Buffalo	Emory	Kaufman	Pecan Hill
Burkburnett	Ennis	Keene	Petrolia
Burleson	Euless	Keller	Plano
Caddo Mills	Everman	Kemp	Ponder
Canton	Fairview	Kennedale	Pottsboro
Carrollton	Farmers Branch	Kerens	Prosper
Cedar Hill	Farmersville	Kerrville	Quitman
Celeste	Fate	Killeen	Red Oak
Celina	Flower Mound	Krum	Reno (Parker County)
Centerville	Forest Hill	Lake Worth	Rhome
Cisco	Forney	Lakeside	Richardson
Clarksville	Fort Worth	Lancaster	Richland
	Frisco	Lewisville	Richland Hills

ATMOS ENERGY CORPORATION**MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 8

River Oaks	Temple
Roanoke	Terrell
Robinson	The Colony
Rockwall	Trophy Club
Roscoe	Tyler
Rowlett	University Park
Royse City	Venus
Sachse	Vernon
Saginaw	Waco
Sansom Park	Watauga
Seagoville	Waxahachie
Sherman	Westlake
Snyder	Westover Hills
Southlake	Westworth Village
Springtown	White Settlement
Stamford	Whitesboro
Stephenville	Wichita Falls
Sulphur Springs	Woodway
Sweetwater	Wylie



CITY OF

Council Agenda Item

Item 4
C'Sec Use Only

Budget Account Code:	Meeting Date: March 30, 2018
Budgeted Amount:	Department/ Requestor: City Attorney Shelby
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: March 9, 2018
Exhibits:	1. Proposed Resolution 2. Model Staff Report

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2018-565 AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION. [SHELBY]

SUMMARY

This resolution would authorize our continued participation with the Atmos Cities Steering Committee (ACSC) to protect the interests of the City of Parker.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter-Office Use

Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	03/15/2018 via email
Finance/H.R. Manager:	<i>Johanna Boyd</i>	Date:	3/16/2018

RESOLUTION NO. 2018-565

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Parker is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Parker and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2018 assessment to the ACSC in the amount of two cents (\$0.02) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

David Barber
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 20th day of March, 2018, by
a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City
of Parker, Texas.

CITY OF PARKER, TEXAS

BY: Z MARSHALL, MAYOR

ATTEST:

BY:

**PATTI SCOTT GREY,
CITY SECRETARY**

**APPROVED AS TO FORM
AND CONTENT:**

BY:

**BRANDON S. SHELBY,
CITY ATTORNEY**

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 174 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of two cents (\$0.02) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

ACSC Cities (174 Members)

Abilene	Everman	Northlake
Addison	Fairview	Oak Leaf
Albany	Farmers Branch	Ovilla
Allen	Farmersville	Palestine
Alvarado	Fate	Pantego
Angus	Flower Mound	Paris
Anna	Forest Hill	Parker
Argyle	Forney	Pecan Hill
Arlington	Fort Worth	Petrolia
Aubrey	Frisco	Plano
Azle	Frost	Ponder
Bedford	Gainesville	Pottsboro
Bellmead	Garland	Prosper
Benbrook	Garrett	Quitman
Beverly Hills	Grand Prairie	Red Oak
Blossom	Grapevine	Reno (Parker County)
Blue Ridge	Groesbeck	Rhome
Bowie	Gunter	Richardson
Boyd	Haltom City	Richland
Bridgeport	Harker Heights	Richland Hills
Brownwood	Haskell	River Oaks
Buffalo	Haslet	Roanoke
Burkburnett	Hewitt	Robinson
Burleson	Highland Park	Rockwall
Caddo Mills	Highland Village	Roscoe
Canton	Honey Grove	Rowlett
Carrollton	Hurst	Royse City
Cedar Hill	Hutto	Sachse
Celeste	Iowa Park	Saginaw
Celina	Irving	Sansom Park
Centerville	Justin	Seagoville
Cisco	Kaufman	Sherman
Clarksville	Keene	Snyder
Cleburne	Keller	Southlake
Clyde	Kemp	Springtown
College Station	Kennedale	Stamford
Colleyville	Kerens	Stephenville
Colorado City	Kerrville	Sulphur Springs
Comanche	Killeen	Sweetwater
Commerce	Krum	Temple
Coolidge	Lakeside	Terrell
Coppell	Lake Worth	The Colony
Copperas Cove	Lancaster	Trophy Club
Corinth	Lewisville	Tyler
Crandall	Lincoln Park	University Park
Crowley	Little Elm	Venus
Dalworthington Gardens	Lorena	Vernon
Denison	Madisonville	Waco
Denton	Malakoff	Watauga
DeSoto	Mansfield	Waxahachie
Draper	McKinney	Westlake
Duncanville	Melissa	Westover Hills
Early	Mesquite	Westworth Village
Eastland	Midlothian	Whitesboro
Edgecliff Village	Murphy	White Settlement
Emory	Newark	Wichita Falls
Ennis	Nocona	Woodway
Euless	North Richland Hills	Wylie

City of Arlington, c/o Atmos Cities Steering Committee
Attn: David Barber
101 S. Mesquite St., Ste 300
MS #63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
3/5/2018	18-109

Bill To
City of Parker

Item	Population	Per Capita	Amount
2018 Membership Assessment	4,420	0.02	88.40
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: David Barber, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010			Total
			\$88.40



ACSC March Quarterly Meeting March 8, 2018

Mid-Tex Activity

- **RRM Tariff**
 - Settlement terms reached with ACSCC on the RRM tariff
- **Terms of the new RRM Tariff**
 - ROE 9.8%
 - Annual Filings due by April 1
 - Rates Implemented October 1
 - Incorporates the new FIT rate of 21%

Mid-Tex Activity



- **Tax Cuts and Jobs Act**
 - Enacted in December 2017
 - Federal Statutory Rate changed from 35% to 21%
- **Tax Savings Passed on to our Customers**
 - Base rates for the RRM cites will be reduced to reflect the FIT change. This rate reduction will be effective for bills rendered on and after March 15, 2018.
 - A letter will be mailed out to all cities notifying them of the rate reduction. **No action is required by the City.**
 - A bill print/onsert message will be placed on customer bills notifying them of the rate reduction.

Mid-Tex Activity



Tax Savings Passed on to our Customers

Customer Class	Current	Change	New
Residential	\$19.60	(\$1.25)	\$18.35
Residential (Consumption)	\$0.14427	(\$0.00693)	\$0.13734
Commercial	\$44.70	(\$2.75)	\$41.95
Commercial (Consumption)	\$0.09279	(\$0.00533)	\$0.08746
Average Bill Savings			
Residential	\$54.82	(\$1.68)	\$53.14
Commercial	\$271.45	(\$5.06)	\$266.39

Make a Safe Texas System Safer

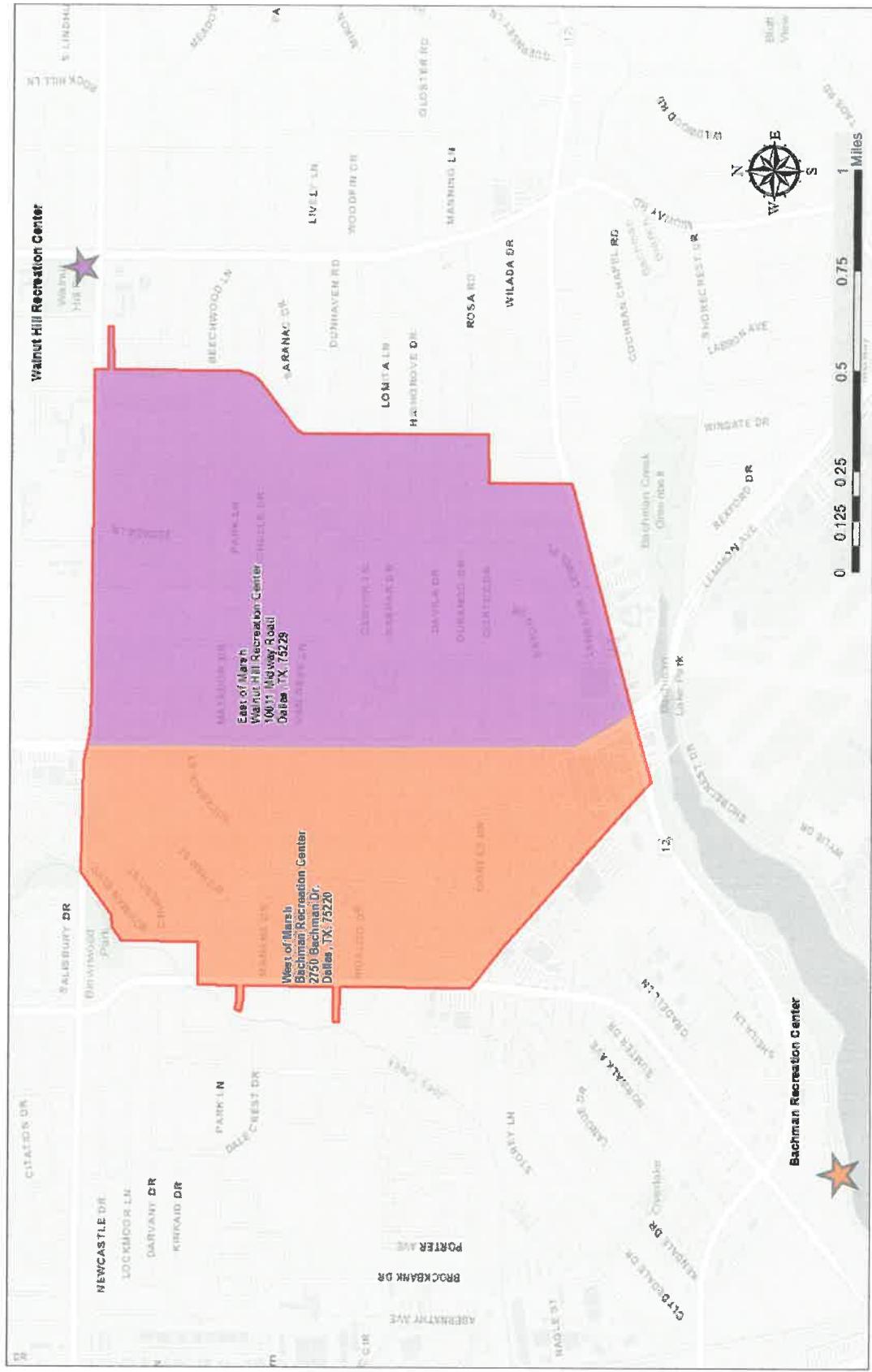


Atmos Energy has invested in the Texas system to make a safe system safer. For example, since 2011 ...

- 1,700 miles of distribution pipe replaced
- 550 miles of bare steel
- over 300 miles of cast iron
- Over 250,000 steel service lines replaced
- Active leak balance decreased by 50%
- Average age of leaks scheduled for repair decreased by 47%
- Excavation Damage Rate has decreased 36%



Make a Safe Texas System Safer





ACSC March Quarterly Meeting March 8, 2018



Council Agenda Item

Item 5
C Sec Use Only

Budget Account Code:	Waterline & Streets 2-70-9500 & 5-92-6910 (\$850,000 + 658,000)	Meeting Date:	March 20, 2018
Budgeted Amount:		Department/ Requestor:	City Administrator Flanigan
Fund Balance-before expenditure:		Prepared by:	City Administrator Flanigan
Estimated Cost:		Date Prepared:	March 8, 2018
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. City Engineer John W. Birkhoff, P.E., Letter, dated March 8, 20183. Bid Summary4. Sycamore Lane Water Line Bid Tabulation		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-566, AWARDING THE SYCAMORE LANE WATER LINE PROJECT. [FLANIGAN/BIRKHOFF]

SUMMARY

The Sycamore Lane Water Line Project was advertised in the Dallas Morning News February 8 and 15, 2018, with the bid opening a 1:15 p.m., Thursday February 22, 2018.

Please review the bid information and recommendation, prepared our City Engineer.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
Finance/H.R. Manager:	<i>Johnna Boyd</i>	Date:	03/16/2018

RESOLUTION NO. 2018-566
(*Sycamore Lane Water Line Project*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH KIK UNDERGROUND, LLC OF RICHARDSON, TEXAS FOR THE SYCAMORE LANE WATER LINE PROJECT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Parker authorized its engineering firm, Birkhoff, Hendricks, & Carter, LLP, to seek bids to perform work on a project known as the Sycamore Lane Water Line Project; and

WHEREAS, on February 22, 2018 eleven (11) bids were received; and

WHEREAS, Birkhoff, Hendricks, & Carter, LLP confirmed the satisfactory record of the lowest qualifying bidder, KIK Underground, LLC of Richardson, Texas and recommended the bid be awarded to same;

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

SECTION 1. That KIK Underground, LLC is hereby awarded the bid in the total amount of Nine Hundred Forty Six Thousand Seventy Six Dollars and Zero Cents (\$946,076.00) for the Sycamore Lane Water Line Project; and that the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with KIK Underground, LLC for the project.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 20th day of March, 2018.

APPROVED:
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Proposed

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

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

March 8, 2018

Mr. Jeff Flanigan
City Administrator
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002

Re: Sycamore Lane Water Line

Dear Mr. Flanigan:

We have checked the bids received at 1:15 p.m., Thursday, February 22, 2018 for the Sycamore Lane Water Line project. We are enclosing six (6) copies of the Bid Summary and Bid Tabulation.

Eleven bids were received, and it has been determined the two low bidders are not sufficiently experienced to complete the work as required in NCTCOG Standard Specification 102.12 Disqualifications of Bidder. The third low bidder was non- responsive.

The low bidder's qualifications provided from 2013 thru 2017 show paving work and drainage work for various cities. No water or sewer line experience was provided. They provided two current projects for Insurance Auto Auction in which they state full ground up development including buildings but no references. This bidder did not provide a list of equipment being proposed for this project as required in the Qualifications form.

The second low bidder's experience shows one city project for what appears to be a drainage project, the remaining experience is sub consultant work for private companies and the work included high school stadiums, bus barns, wave pool, fleet maintenance and Walmart distribution center. No water line or sewer line experienced was provided. This bidder also did not list any employees working for the company and did not provide a list of equipment to be used on this project.

The third low bidder did not provide any information in the required Qualifications Statement and has been deemed non-responsive to the City's bid requirements.

The fourth low bidder provided evidence that they have water and sewer line experience for several cities in North Texas. This contractor did not provide a list of equipment to be utilized on the project.

The seventh low bidder is the first bidder to provide all information requested in their Qualification Statement and has adequate experience in water and sewer line construction.

We recommend that the City waive the requirement for providing a list of equipment to be utilized on this project resulting in the 4th low bidder, KIK Underground, LLC, meeting the requirements of the qualifications. KIK Underground, LLC of Richardson, Texas submitted the Lowest Bid in the amount of \$946,076.00. We are completing a water line relocation project with the City of Glenn Heights and their contractor, KIK Underground has performed satisfactory on this project.

Accordingly, based on the information we have available to us, we recommend that the City award KIK Underground, LLC a construction contract in the amount of \$946,076.00.

We are available to discuss our recommendation further at your convenience.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

CITY OF PARKER, TEXAS
Sycamore Lane Water Line

BID SUMMARY

Bids Received at 1:15 p.m., Thursday, February 22, 2018

<u>Contractor</u>	<u>Total Amount Bid</u>
1. BCG Construction, Inc. 808 Schoolhouse Rd., Suite 113 Haslet, Texas 76052	\$ 832,802.00
2. DDM Construction Corporation 807 N. Frontage Rd. Valley View, Texas 76272	\$ 919,611.90
3. Gomez Brothers Construction, Inc. 10437 Brangus Drive Crowley, Texas 76036	\$ 945,782.00
4. KIK Underground, LLC P.O. Box 850787 Richardson, Texas 75085	\$ 946,076.00
5. Muniz Construction Inc. 1835 Garden Springs Dr. Dallas, Texas 75253	\$ 966,494.00
6. Grod Construction, LLC 889 E. Rock Island Avenue Boyd, Texas 76023	\$ 978,431.75
7. SYB Construction Co., Inc. 421 Compton Irving, Texas 75061	\$ 1,022,933.00
8. Dowager Utility Construction, LTD 2464 Manana Drive Dallas, Texas 75220	\$ 1,028,811.00
9. Atkins Bros. Equip. Co. Inc 3516 Old Ft Worth Rd. Midlothian, Texas 76065	\$ 1,062,013.00
10. WILLCO Underground LLC P.O. Box 1807 Mansfield, Texas 76063	\$ 1,087,345.00
11. Cidrax Texas LLC P.O. Box 1296 Anna, Texas 75409	\$ 4,967,061,514.00

TABULATION OF BIDS

Date: February 22, 2018

Project: CITY OF PARKER, TEXAS
Sycamore Lane Water Line

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

BCG Construction, Inc.
808 Schoolhouse Rd., Suite 113
Haslet, Texas 76052

DDM Construction Corporation
807 N. Frontage Rd.
Valley View, Texas 76272

Gomez Brothers Construction, Inc.
10437 Brangus Drive
Crowley, Texas 76036

KIK Underground, LLC
P.O. Box 850787
Richardson, Texas 75085

Item No.	Approximate Quantities	Unit	Description	BID OF		BID OF		BID OF		BID OF	
				Unit Bid Price	Extension						
1	6,797	L.F.	Furnish & Install 8-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$43.00	\$ 292,271.00	\$44.00	\$ 299,068.00	\$48.00	\$ 326,256.00	\$39.00	\$ 265,083.00
2	194	L.F.	Furnish & Install 6-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$65.00	\$ 12,610.00	\$43.00	\$ 8,342.00	\$35.00	\$ 6,790.00	\$39.00	\$ 7,566.00
3	1,040	L.F.	Furnish & Install 2-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$67.00	\$ 69,680.00	\$80.00	\$ 83,200.00	\$20.00	\$ 20,800.00	\$38.00	\$ 39,520.00
4	74	L.F.	Furnish & Install 1-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$20.00	\$ 1,480.00	\$39.00	\$ 2,886.00	\$20.00	\$ 1,480.00	\$34.00	\$ 2,516.00
5	5	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$1,628.00	\$ 8,140.00	\$2,000.00	\$ 10,000.00	\$1,200.00	\$ 6,000.00	\$1,450.00	\$ 7,250.00
6	12	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$1,373.00	\$ 16,476.00	\$1,100.00	\$ 13,200.00	\$830.00	\$ 9,960.00	\$950.00	\$ 11,400.00
7	12	Ea.	Furnish & Install Standard Fire Hydrant	\$3,224.00	\$ 38,688.00	\$4,300.00	\$ 51,600.00	\$2,200.00	\$ 26,400.00	\$3,000.00	\$ 36,000.00
8	3	Ea.	Connect to Existing Water Line	\$3,526.00	\$ 10,578.00	\$4,100.00	\$ 12,300.00	\$500.00	\$ 1,500.00	\$1,100.00	\$ 3,300.00
9	2	Ea.	Cut, Plug and Abandon Existing Water Line	\$1,500.00	\$ 3,000.00	\$450.00	\$ 900.00	\$200.00	\$ 400.00	\$1,000.00	\$ 2,000.00
10	9	Ea.	Remove & Dispose of Existing Fire Hydrant and Valve Stack	\$805.00	\$ 7,245.00	\$450.00	\$ 4,050.00	\$200.00	\$ 1,800.00	\$250.00	\$ 2,250.00
11	45	Ea.	Water Service Connection to Water Meter including box	\$1,025.00	\$ 46,125.00	\$700.00	\$ 31,500.00	\$150.00	\$ 6,750.00	\$375.00	\$ 16,875.00
12	95	L.F.	Remove & Dispose of Existing Culvert Pipes	\$30.00	\$ 2,850.00	\$32.00	\$ 3,040.00	\$13.00	\$ 1,235.00	\$25.00	\$ 2,375.00
13	58	L.F.	Furnish & Install 18-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$109.00	\$ 6,322.00	\$64.00	\$ 3,712.00	\$75.00	\$ 4,350.00	\$65.00	\$ 3,770.00
14	22	L.F.	Furnish & Install 24-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$205.00	\$ 4,510.00	\$81.00	\$ 1,782.00	\$100.00	\$ 2,200.00	\$90.00	\$ 1,980.00
15	65	L.F.	Furnish & Install 36-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$140.00	\$ 9,100.00	\$133.00	\$ 8,645.00	\$150.00	\$ 9,750.00	\$130.00	\$ 8,450.00
16	1	L.S.	Furnish Trench Safety Plan	\$2,250.00	\$ 2,250.00	\$650.00	\$ 650.00	\$800.00	\$ 800.00	\$400.00	\$ 400.00
17	6,991	L.F.	Furnish, Install, Maintain & Remove Trench Safety Systems	\$1.00	\$ 6,991.00	\$0.90	\$ 6,291.90	\$1.00	\$ 6,991.00	\$1.00	\$ 6,991.00
18	1	L.S.	Furnish, Install, Maintain & Remove Temporary Barricades & Traffic Control Devices	\$49,730.00	\$ 49,730.00	\$6,500.00	\$ 6,500.00	\$8,000.00	\$ 8,000.00	\$10,500.00	\$ 10,500.00
19	13,390	S.Y.	For Scarifying, Mixing & Compacting Roadway	\$2.90	\$ 38,831.00	\$10.50	\$ 140,595.00	\$18.00	\$ 241,020.00	\$15.00	\$ 200,850.00
20	270	Tons	For Cement (40#/SY)	\$200.00	\$ 54,000.00	\$245.00	\$ 66,150.00	\$265.00	\$ 71,550.00	\$300.00	\$ 81,000.00
21	1,475	Tons	Furnish & Lay 2-Inch Type "D" HMAC, including Tack Coat	\$103.00	\$ 151,925.00	\$112.00	\$ 165,200.00	\$130.00	\$ 191,750.00	\$160.00	\$ 236,000.00
			TOTAL AMOUNT BID (Items 1 Through 21)		\$ 832,802.00		\$ 919,611.90		\$ 945,782.00		\$ 946,076.00

TABULATION OF BIDS

Date: February 22, 2018

Project: CITY OF PARKER, TEXAS
Sycamore Lane Water Line

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

				BID OF		BID OF		BID OF		BID OF	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	6,797	L.F.	Furnish & Install 8-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$55.00	\$ 373,835.00	\$42.00	\$ 285,474.00	\$67.00	\$ 455,399.00	\$68.00	\$ 462,196.00
2	194	L.F.	Furnish & Install 6-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$52.00	\$ 10,088.00	\$40.00	\$ 7,760.00	\$65.00	\$ 12,610.00	\$66.00	\$ 12,804.00
3	1,040	L.F.	Furnish & Install 2-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$45.00	\$ 46,800.00	\$81.00	\$ 84,240.00	\$12.00	\$ 12,480.00	\$30.00	\$ 31,200.00
4	74	L.F.	Furnish & Install 1-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$40.00	\$ 2,960.00	\$81.00	\$ 5,994.00	\$10.00	\$ 740.00	\$30.00	\$ 2,220.00
5	5	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$1,450.00	\$ 7,250.00	\$2,000.00	\$ 10,000.00	\$1,600.00	\$ 8,000.00	\$1,200.00	\$ 6,000.00
6	12	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$1,300.00	\$ 15,600.00	\$1,200.00	\$ 14,400.00	\$1,000.00	\$ 12,000.00	\$1,000.00	\$ 12,000.00
7	12	Ea.	Furnish & Install Standard Fire Hydrant	\$2,900.00	\$ 34,800.00	\$3,620.00	\$ 43,440.00	\$2,500.00	\$ 30,000.00	\$3,500.00	\$ 42,000.00
8	3	Ea.	Connect to Existing Water Line	\$1,100.00	\$ 3,300.00	\$4,200.00	\$ 12,600.00	\$1,500.00	\$ 4,500.00	\$5,000.00	\$ 15,000.00
9	2	Ea.	Cut, Plug and Abandon Existing Water Line	\$650.00	\$ 1,300.00	\$1,200.00	\$ 2,400.00	\$500.00	\$ 1,000.00	\$500.00	\$ 1,000.00
10	9	Ea.	Remove & Dispose of Existing Fire Hydrant and Valve Stack	\$350.00	\$ 3,150.00	\$1,000.00	\$ 9,000.00	\$250.00	\$ 2,250.00	\$400.00	\$ 3,600.00
11	45	Ea.	Water Service Connection to Water Meter including box	\$600.00	\$ 27,000.00	\$825.00	\$ 37,125.00	\$2,100.00	\$ 94,500.00	\$700.00	\$ 31,500.00
12	95	L.F.	Remove & Dispose of Existing Culvert Pipes	\$150.00	\$ 14,250.00	\$40.00	\$ 3,800.00	\$10.00	\$ 950.00	\$10.00	\$ 950.00
13	58	L.F.	Furnish & Install 18-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$60.00	\$ 3,480.00	\$150.00	\$ 8,700.00	\$80.00	\$ 4,640.00	\$60.00	\$ 3,480.00
14	22	L.F.	Furnish & Install 24-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$80.00	\$ 1,760.00	\$160.00	\$ 3,520.00	\$90.00	\$ 1,980.00	\$70.00	\$ 1,540.00
15	65	L.F.	Furnish & Install 36-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$150.00	\$ 9,750.00	\$200.00	\$ 13,000.00	\$120.00	\$ 7,800.00	\$120.00	\$ 7,800.00
16	1	L.S.	Furnish Trench Safety Plan	\$3,200.00	\$ 3,200.00	\$400.00	\$ 400.00	\$500.00	\$ 500.00	\$2,000.00	\$ 2,000.00
17	6,991	L.F.	Furnish, Install, Maintain & Remove Trench Safety Systems	\$1.00	\$ 6,991.00	\$1.25	\$ 8,738.75	\$1.00	\$ 6,991.00	\$1.00	\$ 6,991.00
18	1	L.S.	Furnish, Install, Maintain & Remove Temporary Barricades & Traffic Control Devices	\$5,000.00	\$ 5,000.00	\$9,500.00	\$ 9,500.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
19	13,390	S.Y.	For Scarifying, Mixing & Compacting Roadway	\$7.00	\$ 93,730.00	\$16.00	\$ 214,240.00	\$11.20	\$ 149,968.00	\$12.00	\$ 160,680.00
20	270	Tons	For Cement (40 #/SY)	\$300.00	\$ 81,000.00	\$155.00	\$ 41,850.00	\$195.00	\$ 52,650.00	\$180.00	\$ 48,600.00
21	1,475	Tons	Furnish & Lay 2-Inch Type "D" HMAC, including Tack Coat	\$150.00	\$ 221,250.00	\$110.00	\$ 162,250.00	\$101.00	\$ 148,975.00	\$110.00	\$ 162,250.00
			TOTAL AMOUNT BID (Items 1 Through 21)		\$ 966,494.00		\$ 978,431.75		\$ 1,022,933.00		\$ 1,028,811.00

TABULATION OF BIDS

Date: February 22, 2018

Project: CITY OF PARKER, TEXAS
Sycamore Lane Water Line

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

BID OF		BID OF		BID OF	
Atkins Bros. Equip. Co. Inc 3516 Old Ft Worth Rd. Midlothian, Texas 76065		WILLCO Underground LLC P.O. Box 1807 Mansfield, Texas 76063		Cidrax Texas LLC P.O. Box 1296 Anna, Texas 75409	

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	6,797	L.F.	Furnish & Install 8-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$63.00	\$ 428,211.00	\$67.00	\$ 455,399.00	\$373,835.00	\$ 2,540,956,495.00
2	194	L.F.	Furnish & Install 6-Inch Water Line (AWWA C-900 PVC DR-18), including Fittings with Embedment by Open Cut	\$61.00	\$ 11,834.00	\$35.00	\$ 6,790.00	\$10,088.00	\$ 1,957,072.00
3	1,040	L.F.	Furnish & Install 2-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$39.00	\$ 40,560.00	\$25.00	\$ 26,000.00	\$15,600.00	\$ 16,224,000.00
4	74	L.F.	Furnish & Install 1-Inch Water Line HDPE (SDR9) AWWA C901, including Fittings for Service Connection	\$38.00	\$ 2,812.00	\$25.00	\$ 1,850.00	\$1,036.00	\$ 76,664.00
5	5	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$1,500.00	\$ 7,500.00	\$2,500.00	\$ 12,500.00	\$10,000.00	\$ 50,000.00
6	12	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$1,200.00	\$ 14,400.00	\$2,200.00	\$ 26,400.00	\$18,600.00	\$ 223,200.00
7	12	Ea.	Furnish & Install Standard Fire Hydrant	\$4,000.00	\$ 48,000.00	\$5,000.00	\$ 60,000.00	\$66,600.00	\$ 799,200.00
8	3	Ea.	Connect to Existing Water Line	\$5,000.00	\$ 15,000.00	\$5,000.00	\$ 15,000.00	\$4,500.00	\$ 13,500.00
9	2	Ea.	Cut, Plug and Abandon Existing Water Line	\$2,000.00	\$ 4,000.00	\$2,500.00	\$ 5,000.00	\$1,600.00	\$ 3,200.00
10	9	Ea.	Remove & Dispose of Existing Fire Hydrant and Valve Stack	\$100.00	\$ 900.00	\$1,500.00	\$ 13,500.00	\$4,500.00	\$ 40,500.00
11	45	Ea.	Water Service Connection to Water Meter including box	\$500.00	\$ 22,500.00	\$1,000.00	\$ 45,000.00	\$67,500.00	\$ 3,037,500.00
12	95	L.F.	Remove & Dispose of Existing Culvert Pipes	\$20.00	\$ 1,900.00	\$25.00	\$ 2,375.00	\$1,235.00	\$ 117,325.00
13	58	L.F.	Furnish & Install 18-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$100.00	\$ 5,800.00	\$80.00	\$ 4,640.00	\$4,292.00	\$ 248,936.00
14	22	L.F.	Furnish & Install 24-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$120.00	\$ 2,640.00	\$90.00	\$ 1,980.00	\$2,420.00	\$ 53,240.00
15	65	L.F.	Furnish & Install 36-Inch Reinforced Concrete Pipe (Class III) with Embedment	\$170.00	\$ 11,050.00	\$100.00	\$ 6,500.00	\$9,425.00	\$ 612,625.00
16	1	L.S.	Furnish Trench Safety Plan	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,200.00	\$ 1,200.00
17	6,991	L.F.	Furnish, Install, Maintain & Remove Trench Safety Systems	\$1.00	\$ 6,991.00	\$1.00	\$ 6,991.00	\$9,787.00	\$ 68,420,917.00
18	1	L.S.	Furnish, Install, Maintain & Remove Temporary Barricades & Traffic Control Devices	\$10,000.00	\$ 10,000.00	\$18,000.00	\$ 18,000.00	\$9,235.00	\$ 9,235.00
19	13,390	S.Y.	For Scarifying, Mixing & Compacting Roadway	\$11.00	\$ 147,290.00	\$8.00	\$ 107,120.00	\$154,922.00	\$ 2,074,405,580.00
20	270	Tons	For Cement (40#/SY)	\$320.00	\$ 86,400.00	\$240.00	\$ 64,800.00	\$56,160.00	\$ 15,163,200.00
21	1,475	Tons	Furnish & Lay 2-Inch Type "D" HMAC, including Tack Coat	\$131.00	\$ 193,225.00	\$140.00	\$ 206,500.00	\$165,863.00	\$ 244,647,925.00
			TOTAL AMOUNT BID (Items 1 Through 21)		\$ 1,062,013.00		\$ 1,087,345.00		\$ 4,967,061,514.00



Council Agenda Item

Item 6
C Sec Use Only

Budget Account Code:	N/A	Meeting Date:	March 20, 2018
Budgeted Amount:	N/A	Department/ Requestor:	City Council
Fund Balance-before expenditure:	N/A	Prepared by:	City Attorney Shelby
Estimated Cost:	N/A	Date Prepared:	March 9, 2018
Exhibits:	None		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A
DONATION FROM THE PARKER WOMEN'S CLUB. [BROOKS]

SUMMARY

The Parker Women's Club (PWC) has graciously agreed to purchase a moving radar for the Police Department. The cost is \$3,267.50. The purchase was approved at their last meeting. They have asked that we make arrangements for the PWC to pay the vendor directly and they will present us with the radar unit.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	03/09/2018 via email
City Attorney:		Date:	
Finance/H.R. Manager:	<i>Johnna Boyd</i>	Date:	02/16/2018 <i>JB</i>



Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	March 20, 2018
Budgeted Amount:	N/A	Department/ Requestor:	City Council
Fund Balance-before expenditure:	N/A	Prepared by:	City Attorney Shelby
Estimated Cost:	N/A	Date Prepared:	February 23, 2018
Exhibits:	<ol style="list-style-type: none">1. Proposed Ordinance2. See Richard Hovas' Letter, dated February 23, 20183. Ordinance No. 6214. See February 20, 2018 CC Minutes (Item #1)		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 758, AMENDING AND RESTATING THE PROVISIONS OF ORDINANCE NO. 621, THE PRIMA FACIE SPEED LIMITS. [SHELBY] [TABLED – 02202018]

SUMMARY

After discussion at the February 20, 2018 City Council meeting, Council moved to table Ordinance No. 758, amending and restating the provisions of Ordinance No. 621 the prima facie speed limits for additional information/research. Motion carried 4-0.

Please review Engineering Concepts & Design, L.P. Senior Project Manager Richard, P.E.'s letter, dated February 23, 2018, regarding Residential Street Speed Limits, along with the other exhibits.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	03/15/2018 via email
Finance/H.R. Manager:	<i>Johanna Boyd</i>	Date:	03/16/2018 <i>gbs</i>

ORDINANCE NO. 758
{Speed Zone Ordinance}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF THE TEXAS TRANSPORTATION CODE, SECTION 545.356 UPON ROADS OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER, TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHERAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

SECTION 1. SPEED LIMITS: The following prima facie speed limits indicated for vehicles as set forth on Exhibit A of this Ordinance are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rates of speed per miles per hour for vehicles traveling upon the named streets and highways, or parts thereof, described in Exhibit A.

SECTION 2. SIGNAGE: The Mayor of Parker, Texas is hereby authorized to cause to be purchased and erected, appropriate signs indicating such speed zones and limits.

SECTION 3. PENALTY CLAUSE: Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00) plus costs of court.

SECTION 4. REPEALER CLAUSE: That all provisions of the Ordinances of the City of Parker in conflict with the provision of this Ordinance be, and the same are

hereby, repealed, and all other provisions of the Ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY CLAUSE: It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 6. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

SECTION 7. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the 20th day of March, 2018.

ADOPTED on this the 20th day of March, 2018.

EFFECTIVE DATE on this the 20th day of March, 2018.

CITY OF PARKER, TEXAS

BY: Z MARSHALL, MAYOR

ATTEST:

BY: PATTI SCOTT GREY, CITY SECRETARY

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Proposed

Street Name	Speed Limit
Andover Dr	25
Ascot Ct	25
Ashford Ct	25
Audubon Dr	25
Barrington Dr	25
Beechwood Ct	25
Belvedere Dr	25
Berwick Ln	25
Betsy Ln	35
Bluffs Ln	30
Bois D'Arc Ln	30
Bolin School Rd	25
Boulder Dr	30
Bozeman Rd	25
Bracknell Dr	25
Brookwood Dr	30
Bryce Dr.	25
Camden Dr	25
Chaparral Dr	35
Cheshire Ln	25
Cheswick Ct	25
Cheyenne Dr	25
Chilton Ct	25
Church Ln	25
Cimmaron Cir	25
Copperhill Cir	30
Corinth Chapel Rd	25
Corsham Dr	25
Countryside Dr	30
Cox Farm Estate	25
Creekside Ct	25
Curtis Rd	30
Devon Dr	25
Dillehay Dr (FM 2551) 4100 block (Parker Rd) to 5300 block (Elisa Ln.)	45
Donihoo Ln	30
Donna Ln	30
Dublin Creek Cir	30
Dublin Creek Ln	30
Dublin Park Dr	25
Dublin Rd	30
Dumont Ct	25
Dunnaway Crossing	25
Eastgate Ln	25
Edgewater Ct	25
Elaine Dr	25
Elisa Ln	25
Englenook Dr	25
Erin Ln	25
Estados Dr	30
Estate Ln	30
Forest Bend Dr	25
Frenzel Dr	25
Glen Meadows Dr	30
Glenmore Dr	25
Golden Pond Cir	25
Gray Ln	30
Greenhill Ct	25
Gregory Ln	30
Hackberry Ln	30

Hathaway Dr	25
Havenhurst Ct	25
Holbrook Cir	25
Hogge Dr (FM 2551) 4100 block (Parker Rd) to 3200 block (McWhirter Rd)	45
Jeffrey Dr	25
Laila Dr	25
Leena Dr	25
Lewis Ln	30
Ludlow Ln	25
Kara Ln	25
Kensington Ct	25
Kingston Ct	25
Laila Dr	25
Lost Hollow Ct	25
Margaux Dr	25
Mary Ct	30
McCreary Creek Ln	25
McCreary Rd	35
Meadow Glen Rd	25
Meadow Ridge	25
Middleton Dr	25
Moss Ridge Cir	30
Moss Ridge Rd	30
Northridge Pkwy	25
Norwick Dr	25
Old Gate Ln	30
Overbrook Dr	25
Overton Dr	25
Parker Rd East (FM 2514) 6800 block (Lewis Ln.) to 7600 block (Bois-D-Arc Ln.)	55
Parker Rd East (FM 2514) 3900 block (Sycamore Ln.) to 6800 block (Lewis Ln.)	45
Parker Village Dr	25
Parrent Ct	30
Pecan Bend	30
Pecan Orchard Dr	25
Pembroke Ct	25
Poco Dr	30
Ramsey Ct	30
Ranchview Ct	30
Rathbone Dr	25
Ravensthorpe Dr	25
Red Oak Cir	30
Reserve Ct	30
Ricks Ct	30
Ridgeview Dr	30
Rolling Knolls Dr	30
Ridgemore Dr	25
Saddle Trl	30
Salisbury Dr	25
Savannah Cir	25
Shady Knolls Dr	30
Sheffield Ct	25
Silverton Dr	25
Southridge Pkwy	25
Springhill Estates Dr	30
St. Lawrence Ct	30
Stafford Dr	25
Stoney Oak Ct	25
Sycamore Ln	25
Tamsworth Ct	25
Tennyson Ct	25
Virginia Pl	30

Vista Ridge	25
Wagonwheel Dr	30
Warwick Way	25
Wessex Ct	25
West Lucas Road, (East) 5800 block to 6700 block	40
Westfield Dr	25
Weston Ct	25
Whitestone Dr	30
Willow Point Cir	30
Willow Ridge Dr	30
Windomere Ct	25
Windomere Dr	25
Windmill Creek Dr	30
Woodcreek Cir	30

February 23, 2018

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

RE: Residential Street Speed Limits

Dear Jeff:

I have been requested to evaluate the speed limit on the residential streets within the subdivisions that I have designed within the City of Parker. This would include the Whitestone Estates, Brooks Farms, McCreary Creek Estates, Dublin Park Estates and the King Crossing developments. Due to the curvilinear streets and the pedestrian traffic, we would recommend a speed limit of 25 mph. This would be consistent with other subdivisions that we have developed throughout the metroplex.

Please contact us if you have any questions or concerns.

Sincerely,



Richard Hovas, P.E.
Senior Project Manager

ORDINANCE NO. 621
(Speed Zone Ordinance - Residential Roadways)

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON ROADS OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER, TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE; A REPEALER CLAUSE; A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

SECTION 1. SPEED LIMITS: The following prima facie speed limits indicated for vehicles as set forth on Exhibit A of this Ordinance are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rates of speed per miles per hour for vehicles traveling upon the named streets and highways, or parts thereof, described in Exhibit A.

SECTION 2. SIGNAGE: The Mayor of Parker, Texas is hereby authorized to cause to be purchased and erected, appropriate signs indicating such speed zones and limits.

SECTION 3. PENALTY CLAUSE: Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00), plus costs of court.

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

SECTION 5. SEVERABILITY CLAUSE: It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 6. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

PASSED AND APPROVED this 22 day of April, 2008.



CITY OF PARKER, TEXAS

Jerry Tartaglino, Mayor

ATTEST:

Carrie L. Smith

Carrie Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd

James E. Shepherd, City Attorney

Street Name	Speed Limit
Dillehay Dr (FM 2551) 5300 block (Elisa Ln) to 6000 block (Bethany Ln.)	55
Parker Rd East (FM 2514) 6800 block (Lewis Ln.) to 7600 block (Bois-D-Arc Ln.)	55
Dillehay Dr (FM 2551) 4100 block (Parker Rd) to 5300 block (Elisa Ln.)	45
Hogge Dr (FM 2551) 4100 block (Parker Rd) to 3200 block (McWhirter Rd)	45
Parker Rd East (FM 2514) 3900 block (Sycamore Ln.) to 6800 block (Lewis Ln.)	45
Betsy Ln	35
McCreary Rd	35
Bluffs Ln	30
Bois D'Arc Ln	30
Boulder Dr	30
Brookwood Dr	30
Copperhill Cir	30
Countryside Dr	30
Curtis Rd	30
Donihoo Ln	30
Donna Ln	30
Dublin Creek Cir	30
Dublin Creek Ln	30
Dublin Rd	30
Estados Dr	30
Estate Ln	30
Glen Meadows Dr	30
Gray Ln	30
Gregory Ln	30
Hackberry Ln	30
Lewis Ln	30
Mary Ct	30
Moss Ridge Cir	30
Moss Ridge Rd	30
Old Gate Ln	30
Parrent Ct	30
Pecan Bend	30
Poco Dr	30
Ramsey Ct	30
Ranchview Ct	30
Red Oak Cir	30
Reserve Ct	30
Ricks Ct	30
Ridgeview Dr	30
Rolling Knolls Dr	30
Saddle Trl	30
Shady Knolls Dr	30
Springhill Estates Dr	30
St. Lawrence Ct	30
Virginia Pl	30
Wagonwheel Dr	30
Willow Point Cir	30
Willow Ridge Dr	30
Windmill Creek Dr	30
Woodcreek Cir	30

Street Name	Speed Limit
Andover Dr	25
Ascot Ct	25
Audubon Dr	25
Beechwood Ct	25
Bolin School Rd	25
Bozeman Rd	25
Bracknell Dr	25
Camden Dr	25
Church Ln	25
Corinth Chapel Rd	25
Corsham Dr	25
Cox Farm Estate	25
Creekside Ct	25
Dublin Park Dr	25
Dumont Ct	25
Dunnaway Crossing	25
Eastgate Ln	25
Edgewater Ct	25
Elisa Ln	25
Englenook Dr	25
Forest Bend Dr	25
Glenmore Dr	25
Golden Pond Cir	25
Greenhill Ct	25
Hathaway Dr	25
Kara Ln	25
Kensington Ct	25
Lost Hollow Ct	25
Margaux Dr	25
McCreary Creek Ln	25
Meadow Glen Rd	25
Meadow Ridge	25
Northridge Pkwy	25
Overbrook Dr	25
Overton Dr	25
Parker Village Dr	25
Pecan Orchard Dr	25
Pembroke Ct	25
Rathbone Dr	25
Ravensthorpe Dr	25
Ridgemore Dr	25
Savannah Cir	25
Silverton Dr	25
Southridge Pkwy	25
Stoney Oak Ct	25
Sycamore Ln	25
Tamsworth Ct	25
Vista Ridge	25
Wessex Ct	25
Weston Ct	25



Council Agenda Item

Item 8
C'Sec Use Only

Budget Account Code:	Meeting Date: March 20, 2018
Budgeted Amount:	Department/ Requestor: Fire Department
Fund Balance-before expenditure:	Prepared by: Chief Sheff
Estimated Cost:	Date Prepared: February 28, 2018
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. Contract for Paramedic Ambulance Services

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-567, APPROVING AN ASSIGNMENT OF THE PARAMEDIC AMBULANCE SERVICES CONTRACT TO PARAMEDICS LOGISTICS TEXAS, LLC. [SHEFF]

SUMMARY

Background:

Parker is currently a member city of the Southeast Collin County EMS Coalition which is under contract for paramedic ambulance service with East Texas Medical Center EMS (“ETMC EMS”), a division of East Texas Medical Center (“ETMC”). Parker is one of several governmental jurisdictions who are party to the contract (Cities of Wylie, Lavon, St. Paul and portions of unincorporated Collin County). The contract runs through September 30, 2019 and presently costs Parker \$15,291 annually (\$1,274 monthly). ETMC EMS has provided ambulance service to the Coalition dating back to 2003 and overall performance has consistently been satisfactory.

In addition to ETMC EMS, East Texas Medical Center also operates a sister entity, Paramedics Plus, LLC (“PP”), which provides paramedic ambulance services similar to ETMC EMS to jurisdictions outside the State of Texas.

Request:

On or about February 28, 2018, the East Texas Medical Center hospital system will be sold to Ardent Health Services and UT System. ETMC will thereafter operate as Tyler Hospital. Tyler Hospital will sell to A&M Capital Equity Group substantially all the assets of both PP and ETMC EMS which includes the transfer of the Coalition contract. The sale is scheduled for March 21, 2018.

With regard to the Coalition contract, Paramedics Logistics Texas, LLC, an affiliate of A&M, seeks to step into the shoes of ETMC EMS, assume the rights, duties and obligations of ETMC EMS and continue the provision of paramedic ambulance service to Coalition members. Paramedics Logistics Texas, LLC will be branded as Paramedics Plus.

With the exception of the change of ownership all terms and conditions of the contract shall remain unchanged including, among other things, the requirement to maintain certain standards of service and levels of liability insurance. ETMC EMS ambulances 990 and 991, currently dedicated to the Coalition under the existing contract, shall continue to service Coalition members in a similar manner and the City of Wylie shall continue to provide automatic back up ambulance service to Coalition members should 990 or 991 be unavailable.

The assignment of the contract by ETMC EMS to Paramedics Logistics Texas, LLC is subject to, among other things,

1. Paramedics Logistics Texas, LLC obtaining an Emergency Services Provider License from the State of Texas within a stated period of time.
2. The close of the sale of ETMC EMS assets to Paramedics Logistics Texas, LLC within a stated time.

Should neither of the conditions be met then Tyler Hospital (formally ETMC) shall continue providing services to the coalition under the existing contract.

Recommendation:

With less than two years remaining on the existing ambulance contract and the extreme difficulty we would encounter in replacing ETMC EMS in this interim period with another provider on economic terms as favorable to Parker as is the current contract with ETMC **consent to the assignment of the contract to either Paramedics Logistics Texas, LLC or Tyler Hospital (as the case may be) is requested by the Fire Department.** Citizens of Parker shall benefit by the uninterrupted continuation of paramedic ambulance service and the City shall benefit by continuation of the favorable annual cost of the contract.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	02/28/2018 via email
City Attorney:	<i>Brandon S. Shelby</i>	Date:	03/15/2018 via email
Finance/H.R. Manager:	<i>Johanna Boyd</i>	Date:	03/16/2018

RESOLUTION NO. 2018-567
(Assignment of Paramedic Ambulance Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING OF AND CONSENTING TO THE ASSIGNMENT BY EAST TEXAS MEDICAL CENTER OF THE CONTRACT FOR PARAMEDIC AMBULANCE SERVICES TO PARAMEDICS LOGISTICS TEXAS, LLC; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Parker desires to protect the health, safety, and welfare of its citizens; and

WHEREAS, the contract runs through September 30, 2019 and presently costs Parker \$15,291 annually (\$1,274 monthly). East Texas Medical Center Emergency Medical Services (ETMC EMS) has provided ambulance service to the Coalition dating back to 2003 and overall performance has consistently been satisfactory; and

WHEREAS, ETMC EMS wishes to assign paramedic ambulance services to Paramedics Logistics Texas, LLC; and

WHEREAS, the assignment must be approved by the City of Parker; and,

WHEREAS, the Parker Fire Department recommends approval and consent to the assignment;

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

SECTION 1. The assignment of the contract for paramedic ambulances services for the City of Parker from ETMC EMS to Paramedics Logistics Texas, LLC is hereby approved and consented to.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 20th day of March, 2018.

**APPROVED:
CITY OF PARKER**

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Proposed

CONTRACT FOR PARAMEDIC AMBULANCE SERVICES

This Contract for Paramedic Ambulance Services (hereinafter referred to as "Contract" or "Agreement") is entered into by and between the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Parker, Wylie, St. Paul, Collin County and Lavon (hereinafter collectively referred to as "Coalition"), and East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service, a Texas not-for-profit corporation (hereinafter referred to as "ETMC EMS"). The Coalition and ETMC EMS are sometimes referred to collectively as the "Parties" or individually as a "Party."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows.

ARTICLE I DEFINITIONS

The following definitions shall apply to terms as used throughout this Agreement:

Agreement means this Contract.

CAD means Computer Assisted Dispatch, including but not limited to, primary dispatch data entry and automated time-stamping, 911 data interface, demand pattern analysis, system status management, automated patient locator aids, reporting and documentation, and automated vehicle tracking.

Contract (aka Contract for Ambulance Services; aka the "Agreement"; aka the "Contract") is this Contract document labeled Contract for Paramedic Ambulance Services and is an Agreement between the Coalition and East Texas Medical Center Emergency Medical Service.

Contract Service Area means the geographic area encompassing the Regulated Service Area plus unincorporated areas of Collin County and such other entities as may choose to contract with ETMC EMS pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract.

EMS System means that network of individuals, organizations, facilities and equipment, including but not limited to, ETMC EMS, whose participation is required to generate a clinically appropriate, pre-planned system-wide response to each request for pre-hospital care and/or inter-facility transport, so as to provide each patient the best possible chance of survival without disability and given available financial resources.

Extraordinary Adjustment is an adjustment justified on the basis of an unusual increase in the cost of a factor of production when such increase in cost is industry wide and the result of causes beyond ETMC EMS's reasonable control.

1st Response, 1st Responder, 1st Response Organization refers to that service and those units (e.g., fire department 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and rescue services. In accordance with Priority Dispatch Protocols, a 1st Response unit is routinely sent to all presumptively-classified life-threatening emergency calls within the Contract service area.

Medical Director means an emergency physician expert in the pre-hospital practice of Emergency Medicine, appointed by ETMC EMS.

Member Jurisdiction means the individual Coalition member's corporate limits.

MICU means Mobile Intensive Care Unit as defined in 25 TEX. ADMIN. CODE § 157.2(52), as it exists or may be amended.

Mutual Aid means the paramedic ambulance service provided within the Contract Service Area by neighboring providers other than ETMC EMS at the request of City of Wylie ("Wylie") Dispatch, pursuant to an agreement governing the exchange of service assistance when requested.

Primary Unit(s) means those unit(s) staffed by ETMC EMS personnel.

Regulated Service Area means the combined corporate limits of all Member Jurisdictions.

Response Area of the Coalition means the corporate limits of the Member Jurisdictions of the Coalition.

Coalition (aka Southeast Collin County EMS Coalition) means an inter-local cooperative group consisting of the participating municipal governments of Lavon, Parker, St. Paul, and Wylie, plus unincorporated areas of Southeast Collin County.

Subscription Ambulance Membership Plan means an optional plan by which citizens in the Member Jurisdictions can contract with ETMC EMS for prepaid, medically necessary, ambulance transport services.

System Standard of Care means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols (i.e., ambulances), protocols for selecting destination hospital, and standards for certification of pre-hospital care personnel (i.e. telephone call-takers, ambulance personnel and on-line medical control physicians).

ARTICLE II **MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS**

2.1 FRANCHISE MODEL SYSTEM

- a. ETMC EMS shall provide services under this Contract through a franchise model system and shall furnish its own vehicles and on-board equipment as provided in this Contract. Except as otherwise set forth herein, ETMC EMS shall serve as the

retail provider of 911 ambulance services, routine transport services and related ambulance services, financed primarily or exclusively on a fee-for-service basis with or without subsidy according to the agreement of each Member Jurisdiction and participating jurisdiction.

- b. ETMC EMS may charge user fees for services rendered under this contract that are consistent with the provisions of this Contract.
- c. Except for subsidies paid to ETMC EMS under the Subsidy/Price Agreement with each Member Jurisdiction, ETMC EMS shall seek compensation for its services under this Contract solely through the following sources, as applicable:
 - (i) Third-party payers;
 - (ii) Persons or entities who use ambulance services or other persons responsible for such ambulance services; and
 - (iii) Contract purchasers of ambulance services.

2.2 ALL MICU, FULL-SERVICE SYSTEM. All ambulances rendering services pursuant to this Contract shall be MICUs and shall be staffed and equipped to render paramedic-level care.

2.3 MEDICAL SUPPLIES. All medical supplies acquired, supplied or reimbursed for the performance of the work that is the subject of this Contract shall be furnished by ETMC EMS at ETMC EMS's own expense, including 1st Responder supplies.

2.4 MEDICAL CONTROL. ETMC EMS shall provide Medical Direction for ETMC EMS personnel and, if so desired, will provide Medical Direction for all members of the Coalition.

2.5 SUBSCRIPTION AMBULANCE MEMBERSHIP PLAN.

- a. Basic Objects of Program. ETMC EMS shall offer for sale to residents of all Member Jurisdictions and participating jurisdictions under this Contract, a subscription ambulance membership plan. Additionally, ETMC EMS may offer discounts for renewal of subscription ambulance membership plans.
- b. Legal Obligations. The subscription ambulance membership plan offered to residents of the Member Jurisdictions and participating jurisdictions under this Contract shall comply with federal and state law relating to subscription ambulance membership programs.
- c. Medicaid Recipients. Persons whose medical expenses are covered under Medicaid are not eligible to participate under the subscription ambulance membership plan.

- d. **Additional Benefits.** ETMC EMS may, at its option, offer additional benefits to persons who purchase subscription ambulance membership plans under this subsection.
- e. **Periodic Membership Drives.** ETMC EMS shall hold an open enrollment period during each calendar year for the subscription ambulance membership program, and residents in the Member Jurisdictions and participating jurisdictions shall be entitled to apply for participation in the subscription ambulance membership program during that period.
- f. **Beneficial Extension of Service.** Each person requiring or requesting ambulance service shall receive the quality of care and transportation required under the System Standard of Care, without regard to membership status in the subscription ambulance membership program.
- g. **Financial Assistance for Plan Purchase.** A Member Jurisdiction or participating jurisdiction may purchase or may assist its residents in purchasing and paying for subscription ambulance membership plans in accordance with a written agreement between the Member Jurisdiction or participating jurisdiction and ETMC EMS.

2.6 **USE OWN EXPERTISE AND JUDGMENT.** ETMC EMS is specifically advised to use its own best judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise ETMC EMS's own strategies and tactics for performing its obligations under this Agreement.

2.7 **EXCLUSIVITY.** ETMC EMS is awarded exclusive rights and responsibilities for the provision of all emergency and non-emergency ambulance services, originating within the Member Jurisdictions, regardless of the manner in which the request for service is conveyed. Notwithstanding the foregoing, in the event that the Required MICU (as defined in Section 3.1) is on a transfer or otherwise unavailable, ETMC EMS may use another EMS service provider for non-emergency transfers to and from the Member Jurisdictions.

2.8 **SELECTION OF PATIENT DESTINATION.** Medical Protocols approved by the Medical Director shall establish protocols for selection of the destination hospital, which protocols shall be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). This Contract is entered into by both parties pursuant to a mutual assumption that transport protocols approved by the Medical Director shall strictly adhere to the following priorities of consideration, and shall recognize these priorities in the sequence presented:

- a. First Consideration: patient care and safety;

- b. Second Consideration: patient/family choice; and
- c. Third Consideration: fairness in distribution of patients among hospitals. In this regard, the following rules shall apply:
 - (i) Non-Emergencies. All "non-emergency patients" (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the destination selected by the patient, the patient's family or the patient's personal physician, without exception.
 - (ii) Non-Life-Threatening Emergencies. Patients experiencing a "nonlife-threatening emergency" (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the facility of choice designated by the patient, the patient's family, or the patient's personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director for receipt of patients experiencing non-life-threatening emergencies.
 - (iii) Life-Threatening Emergencies. Patients experiencing life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical Director) shall, in accordance with transport protocols approved by the Medical Director, be delivered to the "nearest appropriate facility", taking into consideration the patient's condition and location, the patient's medical requirements and the respective capabilities of hospitals within and, for some types of patients, outside the Contract Service Area. Such transport protocols shall not be inconsistent with then-currently-approved trauma system protocols (when available).
 - (iv) Enforcement. Inappropriate and unjustified deviations from these patient-destination protocols by a paramedic without direct authorization by a Base Station Physician or inappropriate and unjustified instructions regarding such deviation by a Base Station Physician shall be subject to reasonable and appropriate sanctions by the Medical Director provided that such sanctions are applied in accordance with due process procedures.

ARTICLE III **SCOPE AND QUALITY OF SERVICES**

3.1 **AMBULANCE SERVICES TO COALITION.** ETMC EMS shall provide emergency and non-emergency ambulance service to the entire Response Area of the Coalition, and shall provide staff and MICUs as set forth in this Contract, including but not limited to at least one fully staffed MICU dedicated solely for response to the entire Response Area of the Coalition (the "Required MICU").

In the event that no ambulance provided for in this Contract is available for service, or additional ambulances are needed, each member of the Coalition will be required to rely upon mutual aid plans for its municipality.

Wylie will maintain response time records and meet the following goals on all Primary Unit transports for which Wylie has primary dispatch responsibility as set forth below:

1. Life-Threatening Emergency Calls will have a response time 90% or better of 8 minutes and 59 seconds.
2. Non Life-Threatening Emergency Calls will have a response time 90% or better of 12 minutes and 59 seconds.

These commitments shall be calculated on a per-one hundred (100) transport basis for the Primary Unit only, and shall be calculated annually at the end of each year during the term of this Contract. The response time commitments set forth above shall constitute contractually binding performance requirements under this Agreement. In this regard, the protocols set forth in Section 3.2 of the Coalition Agreement shall apply to the reporting requirements of this Agreement. However, for purposes of this Agreement “response time” is defined as: the elapsed time between the moment a request for ambulance service is received by the responding Coalition ambulance, and the time that unit arrives at the confirmed location of an emergency or upon the arrival of ALS 1st Responder personnel.

Exemptions. No requests for ambulance service shall be exempt from response time compliance. Response time calculations under this Section 3.1 will be based on percentiles for every one hundred (100) requests for service by priority except as follows:

- i. Requests not resulting in a patient transport;
- ii. Requests during a period of unusually severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
- iii. Late runs resulting as a consequence of inaccurate or incomplete information obtained by 911 control center personnel during telephone interrogation of a caller, or in conveying such information to the ETMC EMS responding unit, either orally or by way of data transmission;;
- iv. Requests during a declared disaster, locally or in a neighboring non-participating jurisdiction, in which ETMC EMS is rendering assistance. During such periods, ETMC EMS shall use best efforts to simultaneously maintain coverage within Member Jurisdictions and participating jurisdictions as well as provide disaster assistance;
- v. In cases where multiple paramedic capable units are dispatched to a single incident, the first-arriving paramedic unit shall “stop the clock”, and response times of later arriving units shall be excluded from response time statistics;

- vi. During periods of unusual system overload, which shall mean that at least three (3) emergency responses are occurring simultaneously within the service area, responses *in excess of* the second emergency request shall not be included in response time calculations;
- vii. Requests dispatched to EMS unit when responding from locations outside Wylie; and
- viii. No other causes of late response (e.g., equipment failure, vehicular accident regardless of origin, or other causes within ETMC EMS's reasonable control) shall serve to justify exemption from response time requirements.

3.2 **EMERGENCY MEDICAL DISPATCH:** ETMC EMS agrees that all ambulances will be dispatched through the Wylie Communications Center using the nationally recognized emergency dispatch program Medical Priority Dispatch System (MPDS).

Wylie agrees to provide real-time access to all emergency medical call-related telephone calls and real-time access to all EMS-related radio traffic and dispatch data.

3.3 **CUSTOMER SERVICE AND MEMBERSHIP PROGRAM.** ETMC EMS shall comply with customer service and accounts receivable management practices as provided in this Contract.

3.4 **DISASTER ASSISTANCE.** During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Contract shall be interrupted from the moment the disaster occurs. Immediately upon such notification, ETMC EMS shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster-related provisions of this Contract are:

- a. At the scene of such disasters, ETMC EMS personnel shall perform in accordance with local disaster protocols established by that community.
- b. When disaster assistance has been terminated, ETMC EMS shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking and other relevant considerations.
- c. During the course of the disaster, ETMC EMS shall use its best efforts to provide emergency coverage throughout the Contract Service Area and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

3.5 **NO AMBULANCE DEPLOYMENT RESTRICTIONS.** Every Member Jurisdiction and participating jurisdiction shall have access to the resources of the EMS System, as dictated by fluctuations in consumer demand for service, weather conditions and disaster events. To ensure such flexibility in responding to shifting needs, ETMC EMS will refrain from

contractually committing any of its ambulances to the exclusive benefit of any jurisdiction.

3.6 **WYLIE AMBULANCE AND DEPLOYMENT.** Wylie currently staffs an ambulance with MICU capabilities (“Wylie Ambulance”) and will continue to do so. Such Wylie Ambulance shall be used to provide back-up ambulance service to the Coalition. A separate contract, Supplemental Agreement to Contract for Paramedic Ambulance Services, between Wylie and ETMC shall provide special terms and conditions. Should any other member of the Coalition determine that it will also provide back-up ambulance service, a separate contract between the member and ETMC will also be required. ETMC EMS shall pay a one hundred (\$100.00) dollar stipend, per transport, to the Coalition member that provided the transport, but only when Wylie Dispatch calls for back-up in the event ETMC EMS's unit(s) is/are out of service, subject to Section 3.9, below.

- a. ETMC EMS shall provide all EMS supplies used on patients for the operation of the Wylie Ambulance (as described in 3.6 above). The supplies used must be recorded on the patient care report.
- b. ETMC EMS shall provide the Coalition with another ambulance unit during any time that the Wylie Ambulance is out of service. ETMC EMS will provide such replacement ambulance for a period of up to ten (10) days. After ten (10) days, ETMC EMS will negotiate a mutually acceptable short term lease for such replacement ambulance with lease payments not to exceed ten dollars (\$10.00) per day.
- c. If the Coalition requests additional resources from ETMC EMS, the Parties agree to renegotiate in good faith the annual total subsidy to be paid ETMC EMS in order to provide sufficient resources for the services described in such contract. If the Parties are unable to reach such a mutual agreement, the current provisions of this Contract shall remain in effect.

3.7 **USE OF NON-COALITION OR NON ETMC EMS AMBULANCES.** In the event a Coalition member utilizes an ambulance of an entity that is not a Coalition member or an ETMC EMS unit, and a Coalition member-operated ambulance or an ETMC EMS ambulance was available, then such Coalition member shall reimburse ETMC EMS for ETMC EMS's loss of revenue for such trip, excluding transfer.

3.8 **CLEAN TICKET PROVISION.** ETMC EMS' payment of the One Hundred (\$100) Dollar stipend provided for in Section 3.6 is expressly conditioned on the Coalition members fully and accurately completing the trip ticket and related paperwork in accordance with the policies and procedures that ETMC EMS requires of its own personnel in the completion of such trip ticket (“Clean Ticket”). ETMC EMS will provide adequate training/education to personnel filling out trip tickets.

3.9 **CLINICAL STANDARDS AND QUALITY IMPROVEMENT.** The initial standards of clinical quality as well as the clinical upgrade schedules to occur on or before listed deadlines throughout the term of this Contract shall constitute contractually binding

performance requirements under this Agreement.

3.10 **CONTINUING EDUCATION.** ETMC EMS shall provide the Coalition members and their 1st Responders with necessary continuing education including two (2) live continuing education programs conducted by the Office of Clinical Services annually. These continuing education programs shall be held within the Contract Service Area and shall meet or exceed the State of Texas' educational requirements for recertification of paramedic and EMT personnel. ETMC EMS' obligation to provide continuing education under this Section 3.10 includes EMT and Paramedic training, which includes trauma, advanced cardiac and pediatric education programs.

ARTICLE IV CONSIDERATION

Consideration for this Contract is an award of exclusive market rights subject to the terms set forth in this Contract for the term of the Contract.

4.1 **AUTHORIZATION OF USER-FEE CHARGES.** ETMC EMS shall charge user fees for services originating within each Coalition Member Jurisdiction. Each Coalition member may assist its residents in purchasing and paying for membership rights by incorporating voluntary provisions for billing and payment in conjunction with residential water bills.

4.2 **USER-FEE AUTHORIZATION.** ETMC EMS is hereby authorized to charge user fees for ground ambulance services as follows:

The maximum total average of all bills generated for ambulance service originating within the Coalition (exclusive of mileage charges) shall not exceed eight hundred ninety five dollars and thirty-five cents (\$895.35) ("Maximum Total Average Bill").

4.3 **ANNUAL INFLATION ADJUSTMENTS.** The Coalition shall annually permit adjustment of the ETMC EMS Maximum Total Average Bill (as discussed in this Section 4.3), the first such adjustment being authorized on October 1, 2015. Any increase made to the Maximum Total Average Bill in such adjustment shall not exceed the percentage change in the nationwide Consumer Price Index for All Urban Consumers ("CPI-U") over the most recent twelve (12) month period for which published figures are available. ETMC EMS has the discretion to accept all or a portion of the maximum allowable inflation adjustment and may apply those amounts in the manner determined by ETMC EMS provided that such adjustment does not exceed the maximum allowable adjustment under this Contract.

4.4 **ADJUSTMENT FOR EXCESS BILLINGS.** In the event ETMC EMS's actual total average bill (exclusive of mileage charges) for services rendered in the Contract Service Area during the preceding contract period is found to be inadvertently in excess of the level permitted by the then-applicable Maximum Total Average, the Coalition shall delay the effective date of the inflation adjustment increase by a number of days sufficient to fully offset the amount of overpayment, as approved by the Coalition.

4.5 EXTRAORDINARY ADJUSTMENTS FOR EXTERNALLY IMPOSED UPGRADES. ETMC EMS may periodically apply for extraordinary rate adjustments to offset the actual and reasonable marginal costs of implementing and maintaining clinical upgrades required by the Medical Director and approved by the Coalition. Adjustment shall be subject to optional review and confirmation or denial by the Coalition.

4.6 EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES. As may be justified by circumstances beyond ETMC EMS's reasonable control (e.g., industry wide insurance cost increases of major magnitude, restoration of OPEC's pricing powers, etc.), ETMC EMS shall be eligible for temporary but renewable (as justified and approved by the Coalition) Extraordinary Adjustments when the Coalition finds that the cause of such extraordinary increase in the cost of one or more factors of production necessary to produce quality pre-hospital care is due to an unusually large, rapid increase in the cost to ETMC EMS of that factor of production, in which this increase is industry-wide, not the result of poor purchasing practices and not the result of increased consumption of the factor of production. Provided, however, all such approvals of Extraordinary Adjustments shall be subject to optional review and confirmation or denial by the Coalition.

4.7 ANNUAL SUBSIDY. Beginning October 1, 2014, the Coalition will provide an annual subsidy to ETMC EMS for the provision of EMS services under this Agreement in the amount of two hundred three thousand, three hundred seventy-three dollars and twenty cents (\$203,373.20), which will be paid in four (4) quarterly installments of fifty thousand eight hundred forty-three dollars and thirty cents (\$50,843.30), with each installment due on October 1, January 1, April 1 and July 1 of each year during the term of this Agreement. This subsidy amount will be adjusted annually on October 1st of each year but each such adjustment shall not exceed the percentage change in the nationwide CPI-U over the most recent twelve (12) month period for which published figures are available. ETMC EMS will provide the Coalition with at least sixty (60) days' notice of any increase in the subsidy due to changes in the CPI-U. The quarterly subsidy installment payment will be remitted to ETMC EMS within fifteen (15) days of the invoice for such payment being sent to the Coalition. In the event the Coalition fails to remit such payment, ETMC EMS shall have the option to terminate this Agreement upon thirty (30) days' notice.

The share of the annual subsidy to be paid by each Coalition member shall be as agreed to by the Coalition in **Exhibit "A"**.

In the event the Initial Term (as hereinafter defined) of this Agreement is continued into one or more renewal terms, the Parties agree to negotiate in good faith relative to subsidy amounts for the renewal term(s), if any. If the Parties cannot mutually agree on such subsidy amounts for any renewal term, ETMC EMS may terminate this Agreement upon sixty (60) days' prior written notice, without penalty.

The amounts set forth in this Section 4.7 represent the amounts due ETMC EMS, assuming that the membership of the Coalition remains the same as of the effective date of the Contract. **EACH COALITION MEMBER WHO WITHDRAWS FROM THE**

COALITION, CEASES TO PARTICIPATE OR CONTRACTS WITH ANOTHER EMS PROVIDER IS SOLELY RESPONSIBLE FOR MAKING ETMC EMS WHOLE FOR SUCH LOSS OF REVENUE FOR THE DURATION OF THE CONTRACT (WHICH INCLUDES SUBSIDY AND PATIENT TRANSPORT REVENUE RELATED TO SUCH COALITION MEMBER) TO ETMC EMS. Such Coalition member agrees that its termination or withdrawal from the Coalition irreparably harms ETMC EMS and knowingly and specifically agrees that its agreement to make ETMC EMS whole as the result of such termination or withdrawal is an essential provision in this Agreement. The Coalition agrees to the maximum extent permitted by law to hold harmless ETMC EMS from such loss of revenue and loss of subsidy. In the event such Coalition member refuses to reimburse ETMC EMS for such loss of revenue or loss of subsidy, ETMC EMS shall have all rights allowed by law to pursue money damages, including its attorneys' fees in seeking to collect such loss of revenue and subsidy from the Coalition Member. Additionally, the failure to pay such monies to ETMC EMS is a material breach of this Agreement, and notwithstanding any other provisions to the contrary, ETMC EMS may terminate this Agreement because of such breach upon sixty (60) days' prior written notice, without penalty.

- 4.8 ETMC EMS shall have the exclusive right to bill and collect any third-party payer or individual for services rendered by ETMC EMS, and for any transports rendered by the Coalition.
- 4.9 ADDITIONAL UNITS. The Parties acknowledge that the Member Jurisdictions are growing rapidly and the need for future EMS services may arise in the future. ETMC EMS will periodically evaluate the services rendered and determine ETMC EMS's capability and performance. As the result of such evaluation, ETMC EMS may consider such information in evaluating the need to dedicate additional units or other alternatives to the Coalition as sound business practices would dictate, and as the Parties mutually agree.
- 4.10 Within the first six months of the Initial Term of this Contract, ETMC EMS will remount physical unit 990 and provide an ETMC EMS painted ambulance as a replacement during the remounting process. ETMC EMS will also provide two (2) monitor/defibrillators for use on the Wylie units.
- 4.11 After completion of the Initial Term of this Contract and the granting of the five (5) year renewal term, ETMC EMS will remount units 990 and 991 within the first six months of the five (5) year renewal term. ETMC EMS will supply two ETMC EMS painted ambulances as replacements during the remounting process.

ARTICLE V INSURANCE AND INDEMNIFICATION

- 5.1 INSURANCE REQUIREMENTS. At all times during the Initial Term of this Contract and throughout any renewal terms, ETMC EMS shall obtain insurance as

listed below and pay all premiums thereon for ETMC EMS's owned and operated ambulances. For liability arising solely from the actions or inactions of ETMC EMS or ETMC EMS's personnel, all such policies shall name the Coalition, its individual members and the Medical Director as "additional insured". ETMC EMS shall furnish the Coalition with an ACORD Certificate of Insurance and all required endorsement(s) indicating that the types and amounts of insurance required hereunder are in full force and effect and that the insurance carrier will endeavor to give the Coalition thirty (30) days' written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this Article V shall be deemed to prohibit the use of a program of insurance being "self-insurance" as that term is normally used as being a formally organized system of covering risks or to be a limitation upon the insured as to the deduction it may cause to be provided in connection with any of its respective insurance policies. ETMC EMS shall provide the Coalition with evidence that any/all subcontractors performing services under this Agreement have the same types and amounts of coverage as required herein. ETMC EMS's insurance coverage shall meet the following minimum requirements:

- a. **WORKER'S COMPENSATION.** Worker's Compensation Insurance as permitted by the laws of the State of Texas. The Worker's Compensation Insurance shall provide for a waiver of subrogation against the Coalition and its members for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance.
- b. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence combined single limits (CSL) for all claims resulting from bodily injury (including death) and/or property damage arising out of the operations of the ambulance service authorized hereunder.
- c. **AUTOMOBILE LIABILITY.** The following coverage is required:
 - (i) **Uninsured Motorist.** Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired, or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.
 - (ii) **Employer's Non-owned Auto Coverage.** Employer's non-owned liability in an amount equal to the liability limits set forth in Subsection b, immediately above.
- d. **AMBULANCE LIABILITY.** A policy covering the liability created by ambulance operation to a limit called for in Subsection b hereof. It is further understood that, due to the nature of this risk, it is presently necessary to obtain this coverage through the Assigned Risk Pool and that policy form must be accepted as offered.
- e. **MALPRACTICE.** Malpractice insurance in an amount not less than one million (\$1,000,000.00) dollars for each claim.

- f. EXCESS LIABILITY INSURANCE UMBRELLA. Excess liability insurance umbrella policy providing two million dollars (\$2,000,000.00) coverage per occurrence and four million dollars (\$4,000,000.00) annual aggregate coverage in excess of all other liability policies prescribed herein.
- g. SUBMISSION OF POLICIES. Said insurance policies required hereunder may be submitted to the Coalition. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the Coalition on ETMC EMS's execution of this Contract and, thereafter, within seven (7) days of the Coalition's written request for the same.
- h. EFFECT OF CANCELLATION OR TERMINATION. The cancellation or other termination of any policy of insurance required hereunder shall give the Coalition the right to revoke and terminate this Contract, in addition to any other remedies available to the Coalition, unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination.
- i. OCCURRENCE FORM REQUIRED. All coverage furnished hereunder shall be written on an "occurrence" basis not a "claims made" basis, provided, however, that a combination of "claims made" coverage and "extended reporting endorsement" ("tail coverage") for an indefinite period following expiration of this Contract shall be considered equivalent to "occurrence" coverage. Furthermore, nothing in this provision shall be construed as prohibiting partial self-funding of defined aspects of coverage, provided self-funding financial arrangements and risk-management aspects are approved by the Coalition, which approval shall not be unreasonably withheld.

5.2 **INDEMNIFICATION.** ETMC EMS COVENANTS AND AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COALITION, EACH MEMBER JURISDICTION AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, COST, CHARGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF ANY ACT, ACTION, NEGLECT OR OMISSION BY ETMC EMS, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES DURING THE PERFORMANCE OF THIS CONTRACT, EXCEPT THAT NEITHER ETMC EMS, EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM, NOR ANY OF THEIR RESPECTIVE SUBCONTRACTORS OR ASSIGNEES, WILL BE LIABLE UNDER THIS SECTION FOR DAMAGES ARISING OUT OF INJURY OR DAMAGE TO PERSONS OR PROPERTY DIRECTLY CAUSED OR RESULTING FROM THE NEGLIGENCE OF THE COALITION, OR ANY MEMBER JURISDICTION OR ANY OF THEIR OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

ARTICLE VI

MAJOR DEFAULT & REPLACEMENT PROVISIONS

6.1 MAJOR DEFAULT DEFINED. Conditions and circumstances that shall constitute a major default by ETMC EMS shall include but not be limited to the following:

- a. Supplying to the Coalition during the contracting process, false information or information so incomplete as to effectively mislead;
- b. Willful falsification of data supplied to the Coalition or to the Medical Director during the course of operations, including by way of example but not by way of exclusion, patient report data, response data, financial data, or willful or deliberate omission of any other data required under this Contract;
- c. Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- d. Failure to maintain equipment in accordance with generally accepted maintenance practices;
- e. Willful attempts by ETMC EMS to intimidate or otherwise punish non-management employees who desire to interview with or to sign contingent employment agreements with successful bidders following a subsequent bid cycle;
- f. Chronic and persistent failure of ETMC EMS's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
- g. Failure by ETMC EMS to cooperate with and assist the Coalition in its transfer of ETMC EMS's operations after a major default has been declared by the Coalition, as provided for in Section 6.2, *even if it is later determined that such default never occurred or that the cause of such default was beyond ETMC EMS's reasonable control;*
- h. Failure to substantially and consistently meet or exceed the various clinical and response standards required hereunder;
- i. Intentional over billing; and/or
- j. Failure to fully comply with applicable federal, state and local laws, rules and regulations.

6.2 DECLARATION OF MAJOR DEFAULT AND TRANSFER OF SERVICE. In the event the Coalition determines that a major default has occurred, and if the nature of the default is, in the opinion of the Coalition, such that public health and safety are endangered, ETMC EMS shall be given written notice specifying the particular complaint(s) and identifying them as appropriate by date, place, etc. with a reasonable opportunity (defined as seventy-two (72) hours for a deficiency dangerous to public health and safety and thirty (30) days

for any other deficiency) to correct said deficiency. In the event ETMC EMS fails to correct said deficiency within the time as set forth above, ETMC EMS may thereafter be found to be in default (as set forth in Section 6.3). In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities as set forth in Section 6.3.

6.3 MAJOR DEFAULT. In the event of a major default and the failure to cure the same as set forth in Section 6.2, ETMC EMS shall transfer its responsibilities within seventy-two (72) hours thereafter upon such finding of a major default by the Coalition, in addition to any other remedies available to the Coalition. Notwithstanding the foregoing, ETMC EMS does not waive its rights to challenge such declaration and may dispute such issue in a court of law and, if successful, recover all its damages as allowed by law.

6.4 MAJOR DEFAULT NOT DANGEROUS TO PUBLIC HEALTH AND SAFETY. If the Coalition declares ETMC EMS to be in major default on grounds other than a performance deficiency dangerous to public health and safety, ETMC EMS may dispute and legally resolve the Coalition's claim of major default prior to transfer of ETMC EMS's operations by the Coalition.

6.5 "LAME DUCK" PROVISIONS. Should ETMC EMS fail to prevail in a future procurement cycle, the Coalition shall obviously depend upon ETMC EMS to continue provision of all services required under this Contract until the new contractor assumes service responsibilities. Under these circumstances, ETMC EMS would, for a period not to exceed six months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Contract throughout any such "lame duck" period, the following "lame duck" provisions shall apply:

- a. Throughout such "lame duck" period, ETMC EMS shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to another firm;
- b. ETMC EMS shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting ETMC EMS's service and operating costs to maximize profits during the final stages of this Contract; and,
- c. The Coalition recognizes that, if another firm prevails in a future procurement cycle, ETMC EMS may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the Coalition shall not unreasonably withhold its approval of ETMC EMS's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair ETMC EMS's performance during the "lame duck" period and so long as such transition activities are prior-approved by the Coalition.

6.6 PERFORMANCE BOND. To provide protection to the Coalition, ETMC EMS shall furnish a performance bond in the amount of one million dollars (\$1,000,000.00).

6.7 OTHER DEFAULT. In the event the Coalition determines that a default other than a major default as defined in Section 6.1 has occurred, ETMC EMS shall be given written notice of such other default and shall have thirty (30) days to correct such other default. In the event ETMC EMS fails to cure such other default within thirty (30) days, ETMC EMS may thereafter be found to be in default. In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities in accordance with Section 6.3.

ARTICLE VII **TERM AND RENEWAL**

7.1 TERM OF AGREEMENT. This Contract shall be for a period of five (5) years beginning October 1, 2014 ("Initial Term").

7.2 RENEWAL TERM. This Contract will automatically be renewed for one (1) additional five (5) year extension period; however, either party shall have the right to terminate this Contract at the end of the "Initial Term" or any "Renewal Term" by providing the other party with one hundred twenty (120) days' written notice prior to such date.

ARTICLE VIII **GENERAL PROVISIONS**

8.1 CHARACTER AND COMPETENCE OF PERSONNEL. All persons employed by ETMC EMS in the performance of work under this Contract shall be competent and holders of appropriate permits in their respective trades or professions. The Coalition may demand the removal of any person employed by ETMC EMS who engages in chronic misconduct or is chronically incompetent or negligent in the due and proper performance of his duties, and such person shall not be reassigned by ETMC EMS for provision of services under this Contract without the written consent of the Coalition, provided, however, that the Coalition shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of ETMC EMS's chief executive officer and Medical Director and the Coalition prior to removal.

8.2 PERMITS & LICENSES. ETMC EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Contract.

8.3 VENDOR DISCLOSURE. ETMC EMS acknowledges and agrees that it is aware of the

vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended, and will abide by the same. In this connection, ETMC EMS shall provide an executed copy of the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit “B”** and incorporated herein for all purposes, when ETMC EMS delivers an executed copy of this Agreement to the Coalition.

- 8.4 **ASSIGNMENT.** This Agreement shall not be assigned or transferred without the prior written consent of the Coalition. Such written consent shall not be unreasonably withheld.
- 8.5 **RIGHTS AND REMEDIES NOT WAIVED.** ETMC EMS agrees that the work specified in this Contract shall be completed without further consideration of the market rights provided for herein and that the acceptance of work and the payment of user fees and subsidy amounts (if any) shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall payment by a Member Jurisdiction (if any such payments are made) hereunder constitute or be construed to be a waiver by the Coalition of any default or covenant or any default which may then exist on the part of ETMC EMS, and the making of such payment while any such default exists shall in no way impair or prejudice any right or remedy available to the Coalition with respect to such default.
- 8.6 **ATTORNEY FEES.** If either the Coalition or ETMC EMS institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 8.7 **NON-DISCRIMINATION.** ETMC EMS agrees as follows:
 - a. ETMC EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. ETMC EMS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, disability, sex or age. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. ETMC EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - b. ETMC EMS will, in all solicitations or advertisements for employees placed by or on behalf of ETMC EMS, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, disability, sex or age.
- 8.8 **COMPLIANCE WITH LAWS.** The services furnished by ETMC EMS under this Contract shall be rendered in full compliance with applicable federal, state and local laws, rules and

regulations. It shall be ETMC EMS's responsibility to determine which laws, rules and regulations apply to the services rendered under this Contract and to maintain compliance with those applicable standards at all times.

- 8.9 **SEVERABILITY.** In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.
- 8.10 **HEADINGS.** The Paragraph headings, articles, sections and captions contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- 8.11 **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to Texas' choice of law provisions, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Collin County, Texas.
- 8.12 **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by all Parties.
- 8.13 **AMENDMENT.** This Agreement may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Agreement. If the Coalition refuses to amend the Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be terminated by ETMC EMS.
- 8.14 **NO WAIVER.** The failure of either party to insist at any time upon the strict observance of performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.
- 8.15 **NOTICE.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested or by overnight courier services (charges prepaid) and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail or delivered to the overnight courier, addressed as follows:

If to ETMC EMS:

Ronald J. Schwartz, Vice President/COO

East Texas Medical Center Emergency Medical Service
P.O. Box 387
Tyler, Texas 75710

If to Coalition:

Southeast Collin County EMS Coalition
2000 N. Hwy 78
Wylie, Texas 75098
Attention: Fire Chief

or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

- 8.16 INDEPENDENT CONTRACTOR. In performing this Contract, ETMC EMS is acting as an independent contractor with respect to the Coalition and neither ETMC EMS nor any ETMC EMS employees or agents shall be considered employees of the Coalition. It is agreed and acknowledged by the Parties that, as an independent contractor, ETMC EMS retains the right to contract with and provide EMS services to entities and individuals other than the Coalition, and nothing in this Agreement shall be interpreted as limiting or restricting in any way ETMC EMS's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either Party to act as agent for, or bind, the other, except to the extent herein provided. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, workers' compensation and other taxes and benefits. Neither ETMC EMS nor ETMC EMS's employees or agents shall be subject to any Coalition policies solely applicable to the Coalition's employees or be eligible for any employee benefit plan offered by the Coalition.
- 8.17 FORCE MAJEURE. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.
- 8.18 ACCESS TO RECORDS. As an independent contractor of the Coalition, ETMC EMS shall, in accordance with 42 U.S.C., §1395x (v)(I)(I) (Social Security Act §1861 (v)(I)(I) and 42 C.F.R., Part 420, Subpart D, §420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to this Agreement and to ETMC EMS's books, documents and records (as such terms are defined in 42 C.F.R., §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by ETMC EMS under

this Contract are carried out by the means of a subcontract with an organization related to ETMC EMS, and such related organization provides the services at a value or cost of ten thousand dollars and no cents (\$10,000.00) or more over a twelve (12) month period, then the subcontract between ETMC EMS and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by ETMC EMS or the Coalition by virtue of this Contract.

- 8.19 ENTIRE AGREEMENT; MODIFICATION. This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement.
- 8.20 CHANGE IN LAW. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer the Affordable Care Act, Medicare, any other payer or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either Party's rights or obligations hereunder, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10th) day after said notice was given.
- 8.21 CONSENTS, APPROVALS AND EXERCISE OF DISCRETION. Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.
- 8.22 THIRD PARTIES. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.
- 8.23 PARAMEDIC SKILL LEVELS. Effective October 1, 2014, ETMC EMS Paramedic skill levels/certifications will be as follows:
 - a. Texas State EMT-P Certification;
 - b. International Trauma Life Support or equivalent;
 - c. Advanced Cardiac Life Support; and
 - d. Advanced-Pediatric Emergency Care or equivalent.

- 8.24 COUNTERPARTS. This Contract may be executed in multiple counterparts, and is effective on the last date of execution indicated below.
- 8.25 IMMUNITY. The Parties acknowledge and agree that, in executing and performing this Agreement, the Coalition and the Member Jurisdictions have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it/them against claims arising in the exercise of governmental powers and functions.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

City of Lavon, Texas

Mayor _____ Date
Printed Name: _____

**East Texas Medical Center
d/b/a East Texas Medical Center
Emergency Medical Service**

City of Parker, Texas

Mayor _____ Date
Printed Name: _____

Town of St. Paul, Texas

Mayor _____ Date
Printed Name: _____

Ronald J. Schwartz, V/P _____ Date

Collin County, Texas

Keith Self _____ Date
County Judge

City of Wylie, Texas

Mindy Manson, City Manager _____ Date

Attest:

Carole Ehrlich, Wylie City Secretary

EXHIBIT “A”

EXHIBIT "B"

(Conflict of Interest Questionnaire, Form CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; height: 100px; vertical-align: top;">Date Received</div>
1	<p>Name of person who has a business relationship with local governmental entity.</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center; margin-top: 10px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<p style="margin-bottom: 5px;">Signature of person doing business with the governmental entity</p> <p style="margin-bottom: 5px;">Date</p>	

Adopted 05/29/2007



Council Agenda Item

Item 9
C Sec Use Only

Budget Account Code:	Meeting Date: March 20, 2018
Budgeted Amount:	Department/ Requestor: Fire Department
Fund Balance-before expenditure:	Prepared by: Chief Sheff
Estimated Cost:	Date Prepared: March 7, 2018
Exhibits:	None

AGENDA SUBJECT

DISCUSSION AND/OR ANY APPROPRIATE ACTION ON FIRE DEPARTMENT DISPATCH SERVICES. [SHEFF]

SUMMARY

On Feb 27th the Lucas City Council approved their Fire Departments move to Wylie Dispatch and away from Plano leaving Parker the only outside agency on the Plano system. Discuss how this affects the City of Parker and future dispatch concerns.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	03/07/2018 via email
City Attorney:		Date:	
Finance/H.R. Manager:	<i>Johnna Boyd</i>	Date:	03/16/2018 <i>JB</i>



Council Agenda Item

Item
10
C Sec Use Only

Budget Account Code:	Meeting Date: March 20, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: March 15, 2018
Exhibits:	<ol style="list-style-type: none">1. Resolution No. 2017-5582. See February 20, 2018 CC Minutes (Item #1)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RECOMMENDATION TO SUSPEND HOME RULE CHARTER COMMISSION (HRCC) UNTIL AFTER THE MAY 5, 2018 GENERAL ELECTION. [LEVINE]

SUMMARY

At the February 20, 2018 City Council meeting, Mayor Marshall made a request on Mayor Pro Tem Levine's behalf to discuss suspending or delaying HRCC activity, as some fifty percent (50%) of the commissioners are running for city office in May of 2018. The March 7, 2018 HRCC meeting was canceled awaiting City Council direction.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	03/15/2018
Finance/H.R. Manager:	<i>Johanna Boyd</i>	Date:	03/16/2018

RESOLUTION NO. 2017-558
(Home-Rule Charter Commission)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
APPOINTING MEMBERS TO SERVE ON THE HOME-RULE CHARTER
COMMISSION**

WHEREAS, the City Council of the City of Parker, Texas estimates that the population of the City of Parker will be greater than 5,000 as of May 2018; and,

WHEREAS, the Texas Local Government Code provides that Cities with populations greater than 5,000 may elect to become a Home-Rule City by drafting and approving a Home-Rule Charter; and,

WHEREAS, Section 9.002(d) of the Texas Local Government Code provides that the governing body of a municipality may appoint individuals to serve on a Charter Commission tasked with drafting a Home-Rule Charter.

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

SECTION 1. Appointment of Chairperson

The City Council hereby appoints the office of Mayor Pro-tem as the Chairperson of the Home-Rule Charter Commission. The Chairperson shall preside over all meetings and report to the City Council. The Chairperson shall vote only as a means to break a tie vote among the voting members on any particular issue and shall not be counted for the purpose of determining a quorum.

SECTION 2. Appointment of Voting Members of the Home-Rule Charter Commission:

The following are hereby appointed to serve on the Home-Rule Charter Commission as voting members.

Mayor of the City of Parker;
Diana Abraham;
Billy Barron;
Roxanne Bogdan;
Joe Cordina;
Terry Lynch;
Andy Redmond; and
Edwin Smith

SECTION 3. Staff Support:

The City Administrator shall provide staff support for the Home-Rule Charter Commission as directed.

SECTION 4. Effective Date

This resolution shall be effective upon its passage.

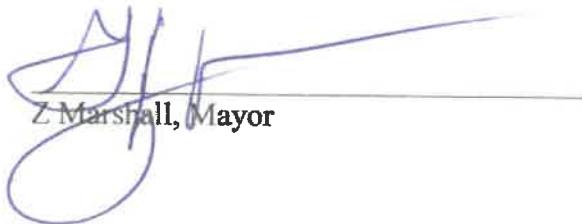
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 8th day of November, 2017.

ATTEST:



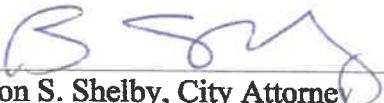
Patti Scott Grey, City Secretary

APPROVED:



Z. Marshall, Mayor

APPROVED AS TO FORM:



Brandon S. Shelby, City Attorney

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
2018			
TBD	2018 City Fee Schedule		2015-16 Approved 2/29; added 2016-17 to FAI
TBD	Annual Codification Supplement	C'Sec	March (Suggested Timing after May Election Results or Uncontested - June)
TBD	Staff Contract Policy	Shelby/Staff	10/18/16 CC Mtg
			2016-10-18
Jan., Apr., July., Oct,	Republic Waste Report	Bernas	REQUIRED PER ORDINANCE AND AGREEMENT.
Jan., Apr., July, Oct.	Fire Dept. Report	Sheff/Barnaby	
Jan., Apr., July, Oct.	Investment Report	Johnna	10/24/14; 01/17/18;
April	Use of Parker Preserve (Commercial)		2017 1205 CC Mtg - Mayor
April	Auditor Selection - Parker rotates 3-5 yr basis; BrooksWatson & Company, PLLC 6th yr		0905 Res 2017-550 2017 Auditor Selection
April 3, 2018	Cancelation of 5/1 CC Mtg - Early Voting	C'Sec	May 5, 2018 - General & Special EV, 7am-7pm
May 15, 2018	Canvass	C'Sec	Annual
May 15, 2018	Administer Oath of Office to Elected	Marshall	
May 15, 2018	Appointment of the 2018-19 Mayor Pro Tem	Marshall	
May 15, 2018	2018-19 Chief Inv. Off. & Committee		
May 15, 2018	Newsletter Committee Appointment		Res. No. 2016-517 - reviewed every 2 yrs in June

CITY COUNCIL
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
May 15,2018	CABS OMA & PIA Training		
May-June	Appmnt of Municipal Court Officials	Shelby	0628 Res2016-511 & 2016-532 Appmnt of Municipal Court Officials (2 yr term w/Mayor)

JULY

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

AUGUST

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

SEPTEMBER

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

2018 PLANNING CALENDAR



NAME OF CITY: City of Parker, Texas

April - May

Mailing of "Notices of Appraised Value" by Chief Appraiser.

April 30

The Chief Appraiser prepares and certifies to the Tax Assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.

May 15

Deadline for submitting Appraisal Records to ARB.

July 20 (Aug 30)

Deadline for ARB to approve Appraisal Records.

July 25

Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.

Aug

Certification of anticipated collection rate by collector.

Calculation of Effective and Rollback Tax Rates.

Submission of Effective and Rollback Tax Rates to governing body.

August 3, 2018

72 Hour Notice for Meeting (Open Meetings Notice).

Aug 7

Meeting of Governing Body to Discuss Tax Rates.

If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule two Public Hearings.

Aug 13

Publish the "Notice of 2018 Property Tax Rates" by September 1.

Notice must be published at least seven (7) days before first Public Hearing. Notice must also be posted on the municipality's website.

Aug 17

72 Hour Notice for First Public Hearing (Open Meetings Notice).

Aug 21

First Public Hearing At least 7 days after publication of "Notice of Property Tax Rates."

Aug 24

72 Hour Notice for Second Public Hearing (Open Meetings Notice).

Aug 28

Second Public Hearing May not be earlier than 3 days after first Public Hearing.

Schedule and announce meeting to adopt tax rate three to fourteen (3 - 14) days from this date.

Aug 31

72 Hour Notice for Meeting at which Governing Body will Adopt Tax Rate (Open Meetings Notice).

Sept 4

Meeting to Adopt 2018 Tax Rate. Meeting to adopt must be prior to September 20, 2017.

Schedule meeting three to fourteen (3 to 14) days after second Public Hearing. Taxing Unit must adopt tax rate before September 30 or 60 days after receiving Certified Appraisal Roll, whichever is later.

September 19

Deadline to submit the Tax Rate Ordinance to the Collin County Tax Office.

Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day.

Advice of taxing unit legal counsel should be sought to determine how to fulfill the requirements of Section 140.010 Local Code (SB 1510).

Please provide a copy of the Ordinance adopting the 2017 Tax Rate to the Tax Office by September 19, 2018.

DRAFT