



AGENDA
CITY COUNCIL MEETING
SEPTEMBER 18, 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, September 18, 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.

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. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-581, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL. [SHELBY]

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-582 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2017-2018. [SHELBY]

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-583 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. __ JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RE-ESTABLISHING PARKS AND RECREATION. [PETTLE]
6. DISCUSSION ON HOME RULE. [STANDRIDGE/RANEY]

ROUTINE ITEMS

7. FUTURE AGENDA ITEMS

UPDATE(S):

- OCTOBER CITY COUNCIL MEETING DATE/TIME DISCUSSION
- DECEMBER PLANNING SESSION DATE/TIME DISCUSSION

REMINDER(S):

- WATER RATES

Water Rates - Residential		Effective Oct. 2017	Effective Oct. 2018	Effective Oct. 2019	Effective Oct. 2020
Min Chg. - Includes 1 st 4,000 Gal		40.00	40.00	40.00	40.00
Volume Rate Per 1,000 Gal.					
4,001	15,000	3.85	4.10	4.20	4.35
15,000	30,000	4.75	5.10	5.25	5.40
30,001	50,000	5.95	6.35	6.55	6.75
50,001	70,000	9.50	10.15	10.45	10.75
70,001	Above	13.10	14.00	14.40	14.85

- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 2, 2018, 6:00 P.M. – 9:00 P.M.
- MAYOR PETTLE OFFICIALLY CANCELED THE TUESDAY, OCTOBER 2, 2018 CITY COUNCIL MEETING DUE TO NATIONAL NIGHT OUT (NNO)
- FIRE PREVENTION WEEK – OCTOBER 7-13, 2018
- TEXAS MUNICIPAL LEAGUE (TML) ANNUAL CONFERENCE IS OCT. 10-12, 2018 IN FOR WORTH, TEXAS. [PETTLE]
- REPUBLIC SERVICES HOUSEHOLD HAZARDOUS WASTE (HHW) DISPOSAL AND DRUG TAKE BACK EVENTS ARE SATURDAY, OCTOBER 27, 2018, 10:00 AM – 2:00 PM, WHICH ALSO COINCIDES WITH EARLY VOTING

- 2018 NOV. EARLY VOTING PERIOD AND ELECTION DAY (NOV. 6) INFORMATION

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 21	Oct 22 Early Voting 8am–5pm	Oct 23 Early Voting 8am–5pm	Oct 24 Early Voting 8am–5pm	Oct 25 Early Voting 8am–5pm	Oct 26 Early Voting 8am–5pm	Oct 27 Early Voting 7am–7pm
Oct 28 Early Voting 1pm–6pm	Oct 29 Early Voting 7am–7pm	Oct 30 Early Voting 7am–7pm	Oct 31 Early Voting 7am–7pm	Nov 1 Early Voting 7am–7pm	Nov 2 Early Voting 7am–7pm	Nov 3
Nov 4	Nov 5	Nov 6 Election Day 7am – 7pm				

8. ADJOURN

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


I certify that this Notice of Meeting was posted on or before September 14, 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.



	
BUILDING PERMIT TOTALS	
Aug-18	
ACCESSORY/OUTBUILDING PERMITS	9
IRRIGATION/LAWN SPRINKLER PERMITS	7
MISCELLANEOUS PERMITS	26
SWIMMING POOL PERMITS	6
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	29
INSPECTIONS	200

CITY OF PARKER
PERMIT LOG
AUGUST 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
2018-1020	8/24/2018	ACC	7510 FOREST BEND DR	PREMIER CONCRETE & CONSTRUCTION	PATIO & COVER	\$60,000	1,644	\$350.00	NA	NA	NA	NA
2018-1022	8/24/2018	ACC	4200 PECAN ORCHARD DR	DAL RICH	PATIO COVER/OUTDOOR KITCHEN	\$69,000	810	\$250.00	NA	NA	NA	NA
2018-1023	8/29/2018	ACC	6613 CHILTON CT	HAUK CUSTOM POOLS	GRILL/FIREPLACE	\$17,000	400	\$250.00	NA	NA	NA	NA
2018-1024	8/30/2018	ACC	5308 MIDDLETON DR	SOUTHERNWIND POOLS	FIREPIT/GRILL	\$5,000	150	\$250.00	NA	NA	NA	NA
2018-1025	8/28/2018	ACC	6613 CHILTON CT	ELITE OUTDOOR LIVING	PATIO COVER	\$7,000	400	\$175.00	NA	NA	NA	NA
2018-1026	8/30/2018	ACC	4800 RIDGEVIEW DR	HOUTS	GREENHOUSE	\$10,000	280	\$100.00	NA	NA	NA	NA
2018-1027	8/27/2018	ACC	4306 WILLOW RIDGE DR	SHAN'S POOLS INC.	SHINGLED STRUCTURE/KITCHEN	\$30,000	107	\$250.00	NA	NA	NA	NA
2018-1028	8/23/2018	ACC	5207 ESTATE LN	WRIGHT	GARAGE/STORAGE	\$35,000	1,462	\$300.00	NA	NA	NA	NA
2018-1029	8/30/2018	ACC	5204 NORWICK DR	GOLD MEDAL POOLS	PATIO COVER/GRILL/BATH SERVICE	\$18,500	578	\$250.00	NA	NA	NA	NA
2018-2014	8/14/2018	ELEC	5606 KARA LN	KA CONTRACTORS LLC	UPGRADE/MINOR	NA	NA	\$75.00	NA	NA	NA	NA
2018-2015	8/14/2018	ELEC	5109 PARKER RD E	ALERNATEX HOLDINGS	SOLAR PV MODULES	NA	NA	\$75.00	NA	NA	NA	NA
2018-2016	8/21/2018	ELEC	6203 SOUTHRIDGE PKWY	MILESTONE ELECTRIC	UPGRADE METER BASE, PANELS	NA	NA	\$75.00	NA	NA	NA	NA
2018-2017	8/28/2018	ELEC	4023 ANNS LN	OLSON ELECTRICAL CONT	POWER TO GATE	NA	NA	\$75.00	NA	NA	NA	NA
2018-2018	8/29/2018	ELEC	2409 DUBLIN RD	HOBERT POOLS INC	NEW METER	NA	NA	\$75.00	NA	NA	NA	NA
2018-2019	8/29/2018	ELEC	5009 EDGEWATER CT	WILLARD HEATING & AIR	5T TRANE	NA	NA	\$75.00	NA	NA	NA	NA
2018-6038	8/30/2018	FENCE	PARKER RANCH PHASE 2 & 3	ACE FENCE	PERIMETER FENCE	\$46,000	NA	\$75.00	NA	NA	NA	NA
2018-6039	8/10/2018	FENCE	6810 ESTADOS DR	MCGINNIS	FENCE	\$2,500	NA	\$75.00	NA	NA	NA	NA
2018-6040	8/30/2018	FENCE	5805 MIDDLETON DR	ADVANCE GLOBAL SERVICES	FENCE	\$15,400	NA	\$75.00	NA	NA	NA	NA
2018-6041	8/30/2018	FENCE	4602 SALISBURY DR	ACE FENCE DFW	FENCE	\$10,000	NA	\$75.00	NA	NA	NA	NA
2018-3018	8/28/2018	FSPR	4706 SHEFFIELD CT	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3019	8/28/2018	FSPR	5205 WESTFIELD DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3020	8/28/2018	FSPR	5206 NORWICK DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-3021	8/28/2018	FSPR	5900 MIDDLETON DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2018-4050	8/8/2018	IRR	6604 ERIN LN	LAWN LIQUID IRRIGATION	IRRIGATION SYSTEM	\$1,200	NA	\$75.00	NA	NA	NA	NA
2018-4052	8/14/2018	IRR	5303 BERWICK LN	LAND PRO CREATIONS	IRRIGATION SYSTEM	NA	NA	\$75.00	NA	NA	NA	NA
2018-4053	8/21/2018	IRR	4607 SALISBURY DR	LAND PRO CREATIONS	IRRIGATION SYSTEM	NA	NA	\$75.00	NA	NA	NA	NA
2018-4054	8/30/2018	IRR	5108 AMHERST CT	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA

CITY OF PARKER
PERMIT LOG
AUGUST 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
2018-4055	8/30/2018	IRR	4706 FULBROOK DR	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA
2018-4056	8/30/2018	IRR	4710 FULBROOK DR	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA
2018-4057	8/30/2018	IRR	4813 FULBROOK DR	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA
2018-5028	8/1/2018	MECH	5806 OVERTON DR	MILESTONE ELECTRIC AND AIR	2T & 5T GAS SYSTEMS	NA	NA	\$75.00	NA	NA	NA	NA
2018-5029	8/13/2018	MECH	5808 OVERTON DR	RELIANT AC	REPLACE FULL HVAC	NA	NA	\$75.00	NA	NA	NA	NA
2018-5030	8/15/2018	MECH	5706 HATHAWAY DR	TOTAL AIR & HEAT	CONDENSER & COIL	NA	NA	\$75.00	NA	NA	NA	NA
2018-5031	8/21/2018	MECH	5402 RAVENSTHORPE DR	MILESTONE ELCTRIC AND AIR	3 TON GAS SYSTEM	NA	NA	\$75.00	NA	NA	NA	NA
2018-6020	8/16/2018	MISC	4805 PARKER RD E	JTS SERVICES	FENCE	\$13,000	NA	\$75.00	NA	NA	NA	NA
2018-6042	8/30/2018	MISC	6609 OVERBROOK DR	PAGASUS HOME IMPROVEMENTS	DRIVEWAY	NA	NA	\$75.00	NA	NA	NA	NA
2018-7033	8/8/2018	PLUM	6707 OVERBROOK DR	TRG PLUMBING	CHANGE OUT WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-7034	8/9/2018	PLUM	4901 RIDGEVIEW DR	CLASSIC PLUMBING	50 GAL ELEC WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-7035	8/14/2018	PLUM	5808 CORINTH CHAPEL RD	LEGACY PLUMBING	(2) 50 GAL GAS WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-7036	8/29/2018	PLUM	5203 CREEKSIDE CT	C&W PLUMBING	WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-7037	8/30/2018	PLUM	4801 RAVENSTHORPE DR	SAME DAY WATER HEATERS	WH	NA	NA	\$75.00	NA	NA	NA	NA
2018-10023	8/6/2018	POOL	5300 BARRINGTON DR	MIRAGE CUSTOM POOLS	POOL	\$48,000	NA	\$500.00	NA	NA	NA	NA
2018-10024	8/30/2018	POOL	5308 MIDDLETON DR	SOUTHERNWIND POOLS	POOL	\$65,000	NA	\$500.00	NA	NA	NA	NA
2018-10025	8/30/2018	POOL	5403 WESTFIELD DR	FORTRESS POOLS	POOL	\$45,000	NA	\$500.00	NA	NA	NA	NA
2018-10026	8/27/2018	POOL	4306 WILLOW RIDGE DR	SHAN'S POOLS INC.	POOL	\$150,000	NA	\$500.00	NA	NA	NA	NA
2018-10028	8/30/2018	POOL	5204 NORWICK DR	GOLD MEDAL POOLS	POOL	\$100,000	NA	\$500.00	NA	NA	NA	NA
2018-10029	8/30/2018	POOL	6300 HOLBROOK CIR	BLUE HAVEN POOLS & SPAS	POOL	\$38,000	NA	\$500.00	NA	NA	NA	NA
2018-9053	8/6/2018	SFR	5700 GREGORY LN	CLEVE ADAMSON CUSTOM HOMES	NEW RESIDENCE	\$869,800	6,947	\$4,348.73	\$1,000.00	\$2,000	\$3,938.95	
2018-9067	8/6/2018	SFR	6602 STAFFORD DR	GRAND HOMES	NEW RESIDENCE	\$517,250	5,388	\$3,428.92	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9068	8/6/2018	SFR	5409 CHEYENNE DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$318,230	5,786	\$3,663.74	\$1,000.00	\$2,000	\$3,938.95	
2018-9069	8/6/2018	SFR	5012 KINGSTON CT	GRAND HOMES	NEW RESIDENCE	\$641,855	6,686	\$4,194.74	\$1,000.00	\$2,000	\$3,938.95	
2018-9070	8/6/2018	SFR	4612 BRYCE DR	CHESMAR HOMES	NEW RESIDENCE	\$320,842	4,528	\$2,921.52	\$1,000.00	\$2,000	\$3,938.95	
2018-9071	8/6/2018	SFR	4610 BRYCE DR	CHESMAR HOMES	NEW RESIDENCE	\$355,453	5,764	\$3,650.76	\$1,000.00	\$2,000	\$3,938.95	
2018-9072	8/30/2018	SFR	6701 STAFFORD DR	GRAND HOMES	NEW RESIDENCE	\$595,488	6,203	\$3,909.77	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9073	8/30/2018	SFR	6607 STAFFORD DR	SHADDOCK HOMES	NEW RESIDENCE	\$838,500	8,107	\$5,033.13	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9074	8/30/2018	SFR	6309 WARWICK WAY	SHADDOCK HOMES	NEW RESIDENCE	\$928,750	7,660	\$4,769.40	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9075	8/30/2018	SFR	6705 CHILTON CT	SHADDOCK HOMES	NEW RESIDENCE	\$916,500	6,341	\$3,991.19	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9076	8/30/2018	SFR	4806 FULBROOK DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$383,130	6,966	\$4,359.94	\$1,000.00	\$2,000	\$3,938.95	
2018-9077	8/30/2018	SFR	4912 LYNWOOD DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$368,390	6,698	\$4,201.82	\$1,000.00	\$2,000	\$3,938.95	
2018-9078	8/30/2018	SFR	5105 ROSEMONT CT	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$340,670	6,194	\$3,904.46	\$1,000.00	\$2,000	\$3,938.95	

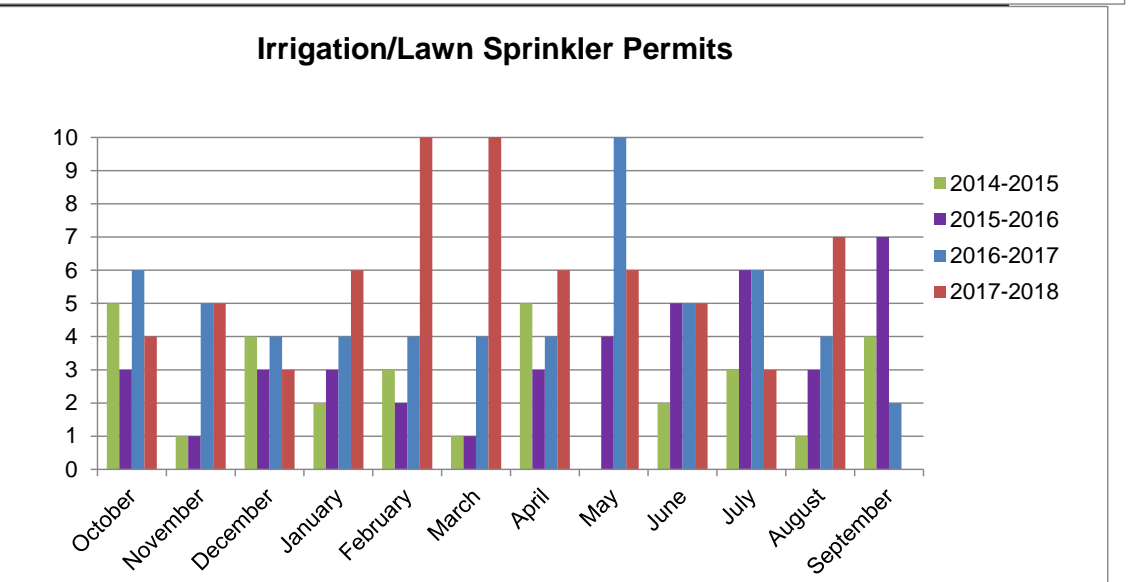
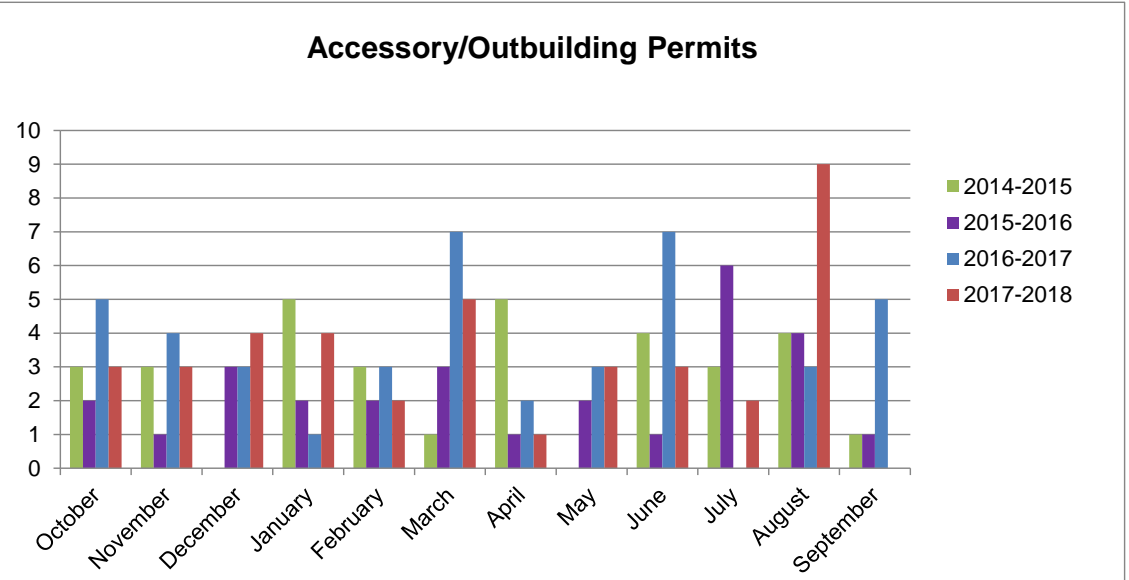
CITY OF PARKER
PERMIT LOG
AUGUST 2018

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
2018-9079	8/30/2018	SFR	5100 AMHERST CT	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$379,885	6,907	\$4,325.13	\$1,000.00	\$2,000	\$3,938.95	
2018-9080	8/30/2018	SFR	5109 ROSEMONT CT	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$350,845	6,379	\$4,013.61	\$1,000.00	\$2,000	\$3,938.95	
2018-9081	8/30/2018	SFR	5309 KIRKDALE DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$390,280	7,096	\$4,436.64	\$1,000.00	\$2,000	\$3,938.95	
2018-9082	8/30/2018	SFR	4709 FULBROOK DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$368,720	6,704	\$4,205.36	\$1,000.00	\$2,000	\$3,938.95	
2018-9083	8/30/2018	SFR	4606 DONNA LN	SHADDOCK HOMES	NEW RESIDENCE	\$636,578	4,285	\$2,778.15	\$1,000.00	\$2,000	\$3,938.95	
2018-9084	8/30/2018	SFR	6705 STAFFORD DR	SHADDOCK HOMES	NEW RESIDENCE	\$812,551	5,163	\$3,296.17	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9085	8/30/2018	SFR	6505 STAFFORD DR	GRAND HOMES	NEW RESIDENCE	\$464,832	4,842	\$3,106.78	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9086	8/30/2018	SFR	5008 KINGSTON CT	GRAND HOMES	NEW RESIDENCE	\$969,216	10,096	\$6,206.64	\$1,000.00	\$2,000	\$3,938.95	
2018-9087	8/30/2018	SFR	6304 WARWICK WAY	GRAND HOMES	NEW RESIDENCE	\$553,344	5,764	\$3,650.76	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9088	8/28/2018	SFR	5310 WESTFIELD DR	SHADDOCK HOMES	NEW RESIDENCE	\$957,620	7,134	\$4,459.06	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9089	8/30/2018	SFR	4908 LYNWOOD DR	GALLERY CUSTOM HOMES	NEW RESIDENCE	\$347,050	6,310	\$3,972.90	\$1,000.00	\$2,000	\$3,938.95	
2018-9090	8/30/2018	SFR	7610 WINDOMERE DR	J ANTHONY CUSTOM HOMES	NEW RESIDENCE	\$611,937	5,505	\$3,497.95	\$1,000.00	\$2,000	\$3,938.95	
2018-9092	8/30/2018	SFR	6301 HOLBROOK CIR	SHADDOCK HOMES	NEW RESIDENCE	\$998,761	8,532	\$5,283.88	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-9093	8/30/2018	SFR	4406 SALISBURY DR	NEWCASTLE HOMES	NEW RESIDENCE	\$400,000	7,143	\$5,464.37	\$1,000.00	\$2,000	\$3,938.95	
2018-9094	8/30/2018	SFR	5929 LINDSEY LN	WILLIAM ANTHONY HOMES0	NEW RESIDENCE	\$500,000	6,551	\$4,118.63	\$1,000.00	\$2,000	\$3,938.95	
2018-9095	8/30/2018	SFR	6611 STAFFORD DR	GRAND HOMES	NEW RESIDENCE	\$702,912	7,322	\$4,569.98	\$1,000.00	\$2,000	\$3,938.95	\$1,000
2018-6037	8/28/2018	SIGN	5300 E.PARKER RD	FIRST GRAPHIC SERVICES	SIGN	\$500	32	\$75.00	NA	NA	NA	NA
					TOTAL=	\$17,633,489		\$127,714.13	\$29,000.00	\$58,000	\$114,229.55	\$11,000

PERMIT GRAPHS

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	5
April	5	1	2	1
May	0	2	3	3
June	4	1	7	3
July	3	6	0	2
August	4	4	3	9
September	1	1	5	
Y-T-D Total	32	28	43	39

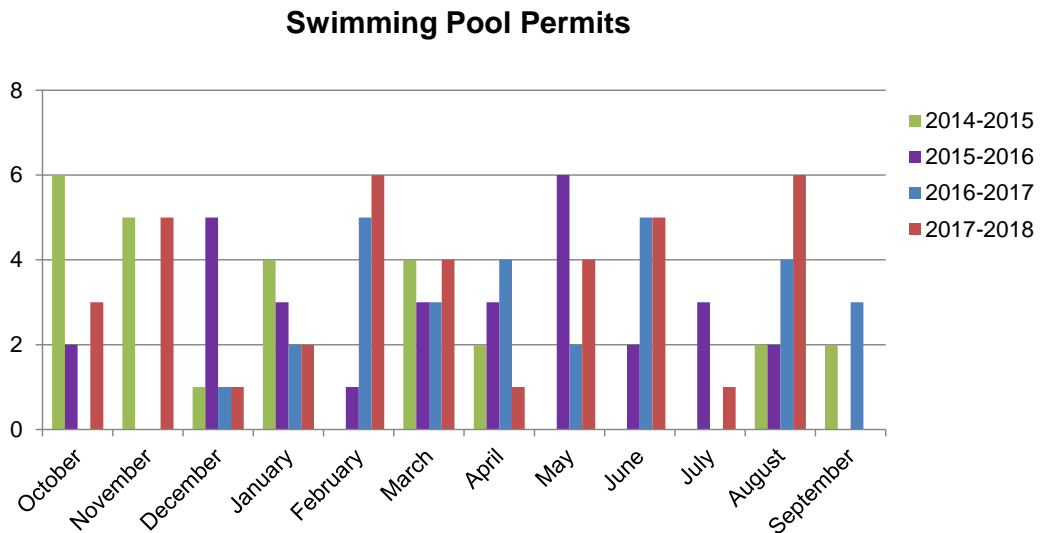
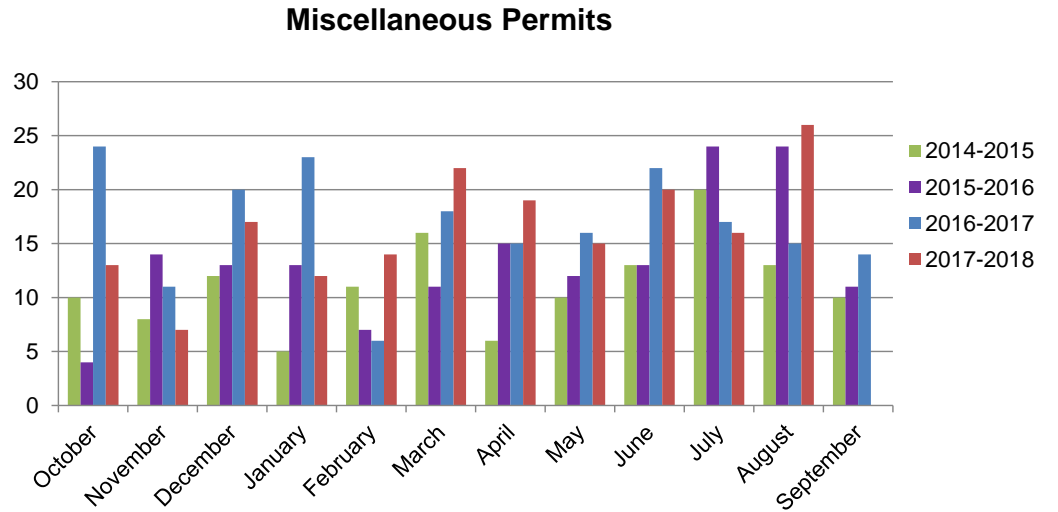
Irrigation/Lawn Sprinkler Permits				
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018
October	5	3	6	4
November	1	1	5	5
December	4	3	4	3
January	2	3	4	6
February	3	2	4	10
March	1	1	4	12
April	5	3	4	6
May	0	4	12	6
June	2	5	5	5
July	3	6	6	3
August	1	3	4	7
September	4	7	2	
Y-T-D Total	31	41	60	67



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	22
April	6	15	15	19
May	10	12	16	15
June	13	13	22	20
July	20	24	17	16
August	13	24	15	26
September	10	11	14	
Y-T-D Total	134	161	201	181

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	4
April	2	3	4	1
May	0	6	2	4
June	0	2	5	5
July	0	3	0	1
August	2	2	4	6
September	2	0	3	
Y-T-D Total	26	30	29	38

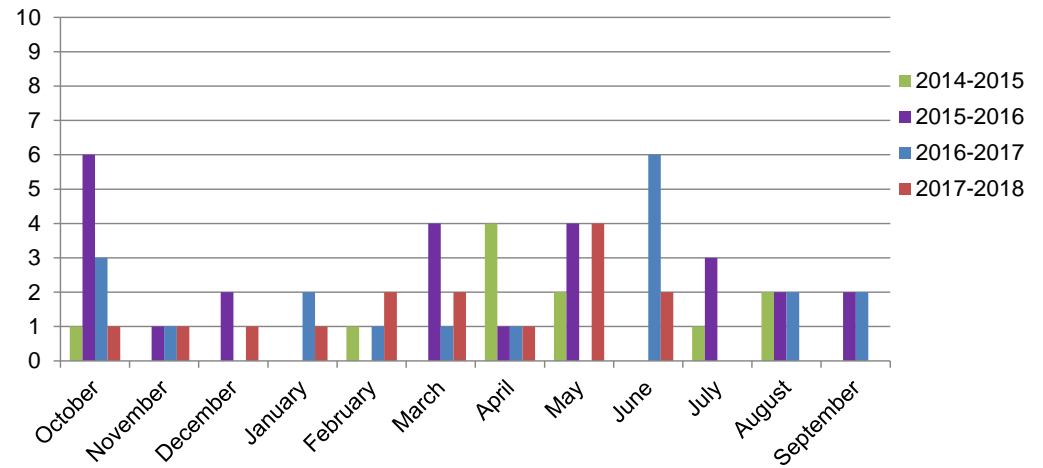


PERMIT GRAPHS

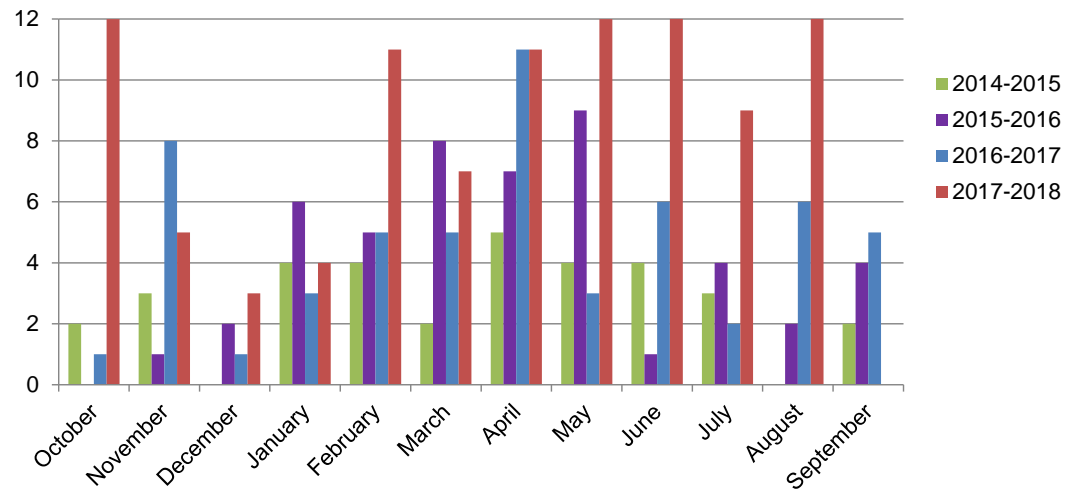
Remodel/Addition Permits				
Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018
October	1	6	3	1
November	0	1	1	1
December	0	2	0	1
January	0	0	2	1
February	1	0	1	2
March	0	4	1	2
April	4	1	1	1
May	2	4	0	4
June	0	0	6	2
July	1	3	0	0
August	2	2	2	0
September	0	2	2	
Y-T-D Total	11	25	19	15

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	7
April	5	7	11	11
May	4	9	3	12
June	4	1	6	15
July	3	4	2	9
August	0	2	6	29
September	2	4	5	
Y-T-D Total	33	49	56	118

Remodel/Addition Permits



Single Family Residential Permits



**INSPECTION LOG
AUGUST 2018**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2017-1038	4707 SHEFFIELD CT	ACC	MECHANICAL ROUGH	8/20/2018	8/20/2018	TRUE		ISS	1
2017-1038	4707 SHEFFIELD CT	ACC	ELECTRICAL ROUGH	8/20/2018	8/20/2018	TRUE		ISS	1
2017-1038	4707 SHEFFIELD CT	ACC	FRAMING	8/20/2018	8/20/2018	TRUE		ISS	1
2017-1038	4707 SHEFFIELD CT	ACC	PLUMBING TOP-OUT	8/20/2018	8/20/2018	TRUE		ISS	
2017-1035	4707 SHEFFIELD CT	ACC	OTHER	8/20/2018		FALSE	FAILED 8/20	ISS	1
2018-1015	6106 SOUTHRIDGE PKWY	ACC	BUILDING FINAL	7/3/2018	8/7/2018	TRUE	FAIL 7/3	FINAL	1
2018-1014	6106 SOUTHRIDGE PKWY	ACC	BUILDING FINAL	8/7/2018	8/7/2018	TRUE		FINAL	1
2018-2016	6203 SOUTHRIDGE PKWY	ELEC	FINAL	8/22/2018	8/23/2018	TRUE	FAILED 8/22	FINAL	2
2018-6026	4704 SHEFFIELD CT	FENCE	OTHER	8/21/2018	8/21/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2017-3018	4704 SHEFFIELD CT	FSPR	FIRE FINAL	8/21/2018	8/21/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-3020	5206 NORWICK DR	FSPR	FIRE HYDRO VISUAL	8/16/2018	8/16/2018	TRUE		ISS	1
2017-3029	5300 BARRINGTON DR	FSPR	FIRE FINAL	8/7/2018	8/7/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-3007	5404 TENNYSON CT	FSPR	FIRE FINAL	8/13/2018	8/13/2018	TRUE		FINAL	1
2017-3028	6405 HOLBROOK CIR	FSPR	FIRE FINAL	8/2/2018	8/2/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-4016	4506 DONNA LN	IRR	BACKFLOW CERTIFICATE ON FILE	8/15/2018	8/15/2018	TRUE		FINAL	1
2018-4033	4704 SHEFFIELD CT	IRR	OTHER	8/21/2018	8/21/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-4049	5300 BARRINGTON DR	IRR	OTHER	8/7/2018	8/7/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-4051	5501 BARRINGTON DR	IRR	BACKFLOW CERTIFICATE ON FILE	8/13/2018	8/13/2018	TRUE		FINAL	1
2018-4026	6405 HOLBROOK CIR	IRR	OTHER	8/2/2018	8/2/2018	TRUE	FINAL WITH HOUSE	FINAL	1
2018-5027	4903 SHADY KNOLLS DR	MECH	FINAL	8/6/2018	8/6/2018	TRUE		FINAL	1
2018-7035	5808 CORINTH CHAPEL RD	PLUM	WATER HEATER	8/15/2018	8/15/2018	TRUE		FINAL	1
2018-7031	6019 RATHBONE DR	PLUM	WATER HEATER	8/3/2018	8/3/2018	TRUE		FINAL	1
2018-7033	6707 OVERBROOK DR	PLUM	WATER HEATER	8/16/2018	8/16/2018	TRUE		FINAL	1
2018-10019	4608 SALISBURY DR	POOL	BELLY STEEL	8/24/2018	8/24/2018	TRUE		ISS	1
2018-10013	5209 MIDDLETON DR	POOL	GAS LINE TO POOL HEATER	8/3/2018	8/3/2018	TRUE		ISS	1
2018-10018	5407 TENNYSON CT	POOL	GAS LINE TO POOL HEATER	8/1/2018	8/1/2018	TRUE		ISS	1

**INSPECTION LOG
AUGUST 2018**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2018-10018	5407 TENNYSON CT	POOL	DECK STEEL	8/6/2018	8/13/2018	TRUE	FAILED 8/6 & 8/8	ISS	3
2018-10005	5807 CORINTH CHAPEL RD	POOL	POOL FINAL	8/1/2018	8/2/2018	TRUE	FAILED 8/1	FINAL	2
2018-10014	6106 SOUTHRIDGE PKWY	POOL	POOL FINAL	8/7/2018	8/7/2018	TRUE		FINAL	1
2018-10010	6603 ERIN LN	POOL	FENCE FINAL	8/6/2018	8/16/2018	TRUE	FAILED 8/6	ISS	1
2018-10010	6603 ERIN LN	POOL	POOL PROTECTION CERTIFICATION	8/16/2018	8/16/2018	TRUE		ISS	1
2018-10011	6703 ERIN LN	POOL	FENCE FINAL	8/6/2018		FALSE	FAILED 8/6	ISS	1
2018-10011	6703 ERIN LN	POOL	POOL PROTECTION CERTIFICATION	8/6/2018	8/6/2018	TRUE		ISS	1
2018-10011	6703 ERIN LN	POOL	GAS LINE TO HEATER	8/21/2018	8/21/2018	TRUE		ISS	1
2018-80002	4402 SYCAMORE LN	REMOD	BUILDING FINAL	8/23/2018	8/23/2018	TRUE		FINAL	1
2018-80011	5302 NORWICK DR	REMOD	BUILDING FINAL	8/2/2018	8/2/2018	TRUE		FINAL	1
2018-9065	3502 JEFFREY DR	SFR	PLUMBING ROUGH	8/23/2018		FALSE	FAILED 8/23	ISS	1
2018-9093	4406 SALISBURY DR	SFR	T-POLE	8/14/2018	8/14/2018	TRUE		ISS	1
2018-9010	4506 DONNA LN	SFR	METER RELEASE - ELECTRIC	8/1/2018	8/2/2018	TRUE	FAILED 8/1	ISS	2
2018-9010	4506 DONNA LN	SFR	METER RELEASE - GAS	8/1/2018	8/1/2018	TRUE		ISS	1
2017-9048	4604 SALISBURY DR	SFR	METER RELEASE - ELECTRIC	8/17/2018	8/17/2018	TRUE		ISS	1
2017-9048	4604 SALISBURY DR	SFR	METER RELEASE - GAS	8/17/2018		FALSE	FAILED 8/17	ISS	1
2018-9029	4604 WHITESTONE DR	SFR	DRIVEWAY APPROACH	8/21/2018	8/21/2018	TRUE		ISS	1
2018-9029	4604 WHITESTONE DR	SFR	METER RELEASE - ELECTRIC	8/22/2018	8/23/2018	TRUE	FAILED 8/22	ISS	2
2018-9029	4604 WHITESTONE DR	SFR	METER RELEASE - GAS	8/27/2018	8/27/2018	TRUE		ISS	1
2018-9083	4606 DONNA LN	SFR	PLUMBING TOP-OUT	8/23/2018	8/27/2018	TRUE	FAILED 8/23	ISS	2
2018-9083	4606 DONNA LN	SFR	ELECTRICAL ROUGH	8/23/2018	8/27/2018	TRUE	FAILED 8/23	ISS	2
2018-9083	4606 DONNA LN	SFR	MECHANICAL ROUGH	8/23/2018	8/27/2018	TRUE	FAILED 8/23	ISS	2
2018-9083	4606 DONNA LN	SFR	FRAMING	8/23/2018	8/27/2018	TRUE	FAILED 8/23	ISS	2
2018-9071	4610 BRYCE DR	SFR	T-POLE	8/2/2018	8/2/2018	TRUE		ISS	1
2018-9071	4610 BRYCE DR	SFR	PLUMBING ROUGH	8/21/2018	8/21/2018	TRUE		ISS	1
2018-9071	4610 BRYCE DR	SFR	FORM SURVEY	8/21/2018	8/21/2018	TRUE		ISS	1

**INSPECTION LOG
AUGUST 2018**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2018-9070	4612 BRYCE DR	SFR	PLUMBING ROUGH	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9070	4612 BRYCE DR	SFR	FORM SURVEY	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9070	4612 BRYCE DR	SFR	T-POLE	8/6/2018	8/6/2018	TRUE		ISS	1
2018-9070	4612 BRYCE DR	SFR	FOUNDATION	8/14/2018	8/14/2018	TRUE		ISS	1
2018-9048	4613 BRYCE DR	SFR	PLUMBING TOP-OUT	8/22/2018	8/24/2018	TRUE	FAILED 8/22	ISS	2
2018-9048	4613 BRYCE DR	SFR	ELECTRICAL ROUGH	8/22/2018	8/24/2018	TRUE	FAILED 8/22	ISS	2
2018-9048	4613 BRYCE DR	SFR	MECHANICAL ROUGH	8/22/2018	8/24/2018	TRUE	FAILED 8/22	ISS	2
2018-9048	4613 BRYCE DR	SFR	FRAMING	8/22/2018	8/24/2018	TRUE	FAILED 8/22	ISS	2
2018-9043	4704 BRYCE DR	SFR	PLUMBING TOP-OUT	8/14/2018	8/24/2018	TRUE	FAILED 8/14	ISS	2
2018-9043	4704 BRYCE DR	SFR	ELECTRICAL ROUGH	8/14/2018	8/24/2018	TRUE	FAILED 8/14	ISS	2
2018-9043	4704 BRYCE DR	SFR	MECHANICAL ROUGH	8/14/2018	8/24/2018	TRUE	FAILED 8/14	ISS	2
2018-9043	4704 BRYCE DR	SFR	FRAMING	8/14/2018	8/24/2018	TRUE	FAILED 8/14	ISS	2
2017-9030	4704 SHEFFIELD CT	SFR	BUILDING FINAL	8/21/2018	8/21/2018	TRUE		FINAL	1
2017-9030	4704 SHEFFIELD CT	SFR	SURVEY PLAT	8/21/2018	8/21/2018	TRUE		FINAL	1
2018-9021	4706 FULBROOK DR	SFR	DRIVEWAY APPROACH	8/23/2018	8/1/2318	TRUE		ISS	1
2018-9020	4710 FULBROOK DR	SFR	METER RELEASE - ELECTRIC	8/21/2018	8/23/2018	TRUE	FAILED 8/21 & 8/22	ISS	3
2018-9020	4710 FULBROOK DR	SFR	METER RELEASE - GAS	8/22/2018		FALSE	FAILED 8/22	ISS	1
2018-9020	4710 FULBROOK DR	SFR	ELECTRICAL ROUGH	8/23/2018	8/23/2018	TRUE		ISS	1
2018-9044	4800 BRYCE DR	SFR	PLUMBING TOP-OUT	8/14/2018	8/21/2018	TRUE	FAILED 8/14	ISS	2
2018-9044	4800 BRYCE DR	SFR	ELECTRICAL ROUGH	8/14/2018	8/21/2018	TRUE	FAILED 8/14	ISS	2
2018-9044	4800 BRYCE DR	SFR	MECHANICAL ROUGH	8/14/2018	8/21/2018	TRUE	FAILED 8/14	ISS	2
2018-9044	4800 BRYCE DR	SFR	FRAMING	8/14/2018	8/21/2018	TRUE	FAILED 8/14	ISS	2
2018-9025	4804 OLD GATE LN	SFR	PLUMBING ROUGH	8/21/2018	8/23/2018	TRUE	FAILED 8/21	ISS	2
2018-9025	4804 OLD GATE LN	SFR	ELECTRICAL ROUGH	8/21/2018	8/23/2018	TRUE	FAILED 8/21	ISS	2
2018-9025	4804 OLD GATE LN	SFR	MECHANICAL ROUGH	8/21/2018	8/23/2018	TRUE	FAILED 8/21	ISS	2
2018-9025	4804 OLD GATE LN	SFR	FRAMING	8/21/2018	8/23/2018	TRUE	FAILED 8/21	ISS	2

**INSPECTION LOG
AUGUST 2018**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2017-9036	4805 PARKER RD E	SFR	BUILDING FINAL	7/23/2018	8/7/2018	TRUE	FAILED 7/23	FINAL	1
2018-9035	4813 FULBROOK DR	SFR	OTHER	8/21/2018	8/21/2018	TRUE	WET WALLS	ISS	1
2018-9035	4813 FULBROOK DR	SFR	DRIVEWAY APPROACH	8/24/2018		FALSE	FAILED 8/24	ISS	1
2018-9038	4905 KESWICK DR	SFR	PLUMBING TOP-OUT	7/31/2018	8/17/2018	TRUE	FAILED 7/31 & 8/3	ISS	2
2018-9038	4905 KESWICK DR	SFR	ELECTRICAL ROUGH	7/31/2018	8/17/2018	TRUE	FAILED 7/31 & 8/3	ISS	2
2018-9038	4905 KESWICK DR	SFR	MECHANICAL ROUGH	7/31/2018	8/17/2018	TRUE	FAILED 7/31 & 8/3	ISS	2
2018-9038	4905 KESWICK DR	SFR	FRAMING	7/31/2018	8/17/2018	TRUE	FAILED 7/31 & 8/3	ISS	2
2018-9005	5002 KINGSTON CT	SFR	METER RELEASE - ELECTRIC	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9005	5002 KINGSTON CT	SFR	METER RELEASE - GAS	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9059	5003 KINGSTON CT	SFR	T-POLE	8/2/2018	8/2/2018	TRUE		ISS	1
2018-9059	5003 KINGSTON CT	SFR	PLUMBING ROUGH	8/2/2018	8/2/2018	TRUE		ISS	1
2018-9059	5003 KINGSTON CT	SFR	FORM SURVEY	8/2/2018	8/2/2018	TRUE		ISS	1
2018-9059	5003 KINGSTON CT	SFR	FOUNDATION	8/14/2018	8/14/2018	TRUE		ISS	1
2018-9012	5007 KINGSTON CT	SFR	METER RELEASE - ELECTRIC	8/16/2018	8/16/2018	TRUE		ISS	1
2018-9012	5007 KINGSTON CT	SFR	METER RELEASE - GAS	8/16/2018	8/16/2018	TRUE		ISS	1
2017-9064	5011 CHESHIRE LN	SFR	BUILDING FINAL	8/1/2018	8/2/2018	TRUE	FAILED 8/1	FINAL	2
2017-9064	5011 CHESHIRE LN	SFR	SURVEY PLAT	8/2/2018	8/2/2018	TRUE		FINAL	1
2018-9002	5103 CHESHIRE LN	SFR	DRIVEWAY APPROACH	8/1/2018	8/1/2018	TRUE		ISS	1
2018-9017	5117 ROSEMONT CT	SFR	DRIVEWAY APPROACH	8/23/2018	8/23/2018	TRUE		ISS	1
2018-9060	5200 NORWICK DR	SFR	PLUMBING ROUGH	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9060	5200 NORWICK DR	SFR	FORM SURVEY	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9011	5201 NORWICK DR	SFR	METER RELEASE - ELECTRIC	8/14/2018	8/14/2018	TRUE		ISS	1
2018-9011	5201 NORWICK DR	SFR	METER RELEASE - GAS	8/14/2018	8/16/2018	TRUE	FAILED 8/14	ISS	2
2018-9011	5201 NORWICK DR	SFR	DRIVEWAY APPROACH	8/21/2018	8/21/2018	TRUE		ISS	1
2018-9062	5202 NORWICK DR	SFR	PLUMBING ROUGH	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9062	5202 NORWICK DR	SFR	FORM SURVEY	8/3/2018	8/3/2018	TRUE		ISS	1

**INSPECTION LOG
AUGUST 2018**

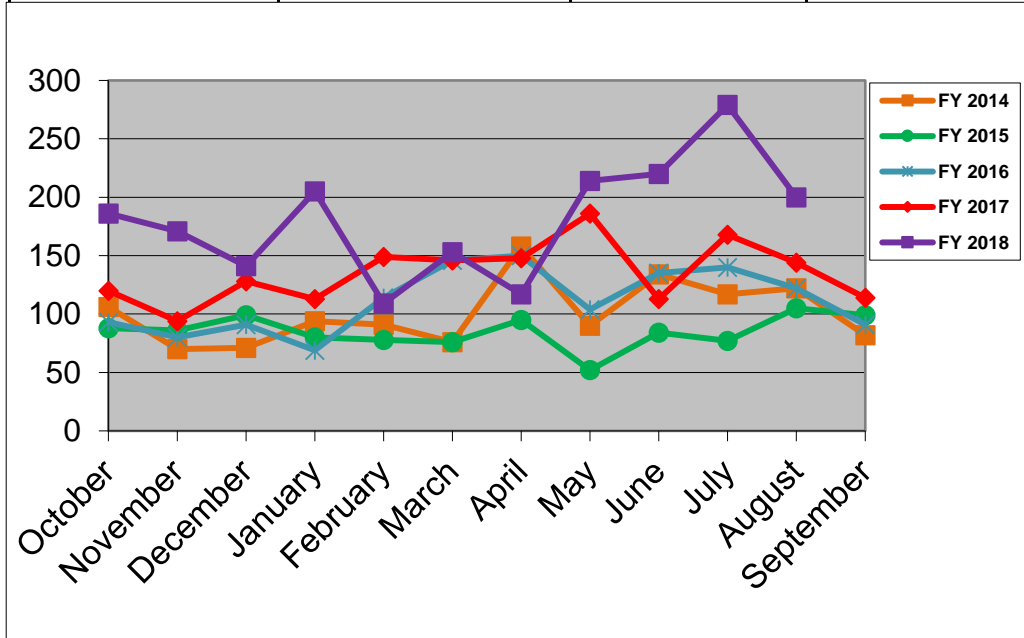
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2018-9062	5202 NORWICK DR	SFR	FOUNDATION	8/21/2018	8/21/2018	TRUE		ISS	1
2018-9061	5205 BERWICK LN	SFR	PLUMBING ROUGH	8/6/2018	8/6/2018	TRUE		ISS	1
2018-9061	5205 BERWICK LN	SFR	FORM SURVEY	8/6/2018	8/6/2018	TRUE		ISS	1
2018-9061	5205 BERWICK LN	SFR	FOUNDATION	8/17/2018	8/17/2018	TRUE		ISS	1
2018-9030	5206 NORWICK DR	SFR	PLUMBING TOP-OUT	8/14/2018	8/16/2018	TRUE		ISS	1
2018-9030	5206 NORWICK DR	SFR	ELECTRICAL ROUGH	8/14/2018	8/16/2018	TRUE		ISS	1
2018-9030	5206 NORWICK DR	SFR	MECHANICAL ROUGH	8/14/2018	8/16/2018	TRUE		ISS	1
2018-9030	5206 NORWICK DR	SFR	FRAMING	8/14/2018	8/16/2018	TRUE		ISS	1
2018-9024	5210 KIRKDALE DR	SFR	OTHER	8/21/2018	8/21/2018	TRUE		ISS	1
2017-9041	5300 BARRINGTON DR	SFR	BUILDING FINAL	8/7/2018	8/7/2018	TRUE		FINAL	1
2017-9041	5300 BARRINGTON DR	SFR	SURVEY PLAT	8/7/2018	8/7/2018	TRUE		FINAL	1
2018-9047	5300 CHEYENNE DR	SFR	PLUMBING TOP-OUT	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9047	5300 CHEYENNE DR	SFR	ELECTRICAL ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9047	5300 CHEYENNE DR	SFR	MECHANICAL ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9047	5300 CHEYENNE DR	SFR	FRAMING	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2017-9034	5300 NORWICK DR	SFR	METER RELEASE - ELECTRIC	8/15/2018	8/15/2018	TRUE		ISS	1
2017-9034	5300 NORWICK DR	SFR	METER RELEASE - GAS	8/15/2018	8/15/2018	TRUE		ISS	1
2018-9009	5303 BERWICK LN	SFR	METER RELEASE - ELECTRIC	8/14/2018	8/16/2018	TRUE	FAILED 8/14	ISS	2
2018-9009	5303 BERWICK LN	SFR	METER RELEASE - GAS	8/14/2018	8/16/2018	TRUE	FAILED 8/14	ISS	2
2018-9009	5303 BERWICK LN	SFR	DRIVEWAY APPROACH	8/16/2018	8/21/2018	TRUE	FAILED 8/16	ISS	2
2018-9054	5304 CHEYENNE DR	SFR	PLUMBING TOP-OUT	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9054	5304 CHEYENNE DR	SFR	ELECTRICAL ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9054	5304 CHEYENNE DR	SFR	MECHANICAL ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9054	5304 CHEYENNE DR	SFR	FRAMING	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2017-9066	5404 TENNYSON CT	SFR	BUILDING FINAL	8/13/2018	8/13/2018	TRUE		FINAL	1
2017-9066	5404 TENNYSON CT	SFR	SURVEY PLAT	8/13/2018	8/13/2018	TRUE		FINAL	1

**INSPECTION LOG
AUGUST 2018**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2018-9051	5405 CHEYENNE DR	SFR	PLUMBING TOP-OUT	8/22/2018		FALSE	FAILED 8/22	ISS	1
2018-9051	5405 CHEYENNE DR	SFR	ELECTRICAL ROUGH	8/22/2018		FALSE	FAILED 8/22	ISS	1
2018-9051	5405 CHEYENNE DR	SFR	MECHANICAL ROUGH	8/22/2018		FALSE	FAILED 8/22	ISS	1
2018-9051	5405 CHEYENNE DR	SFR	FRAMING	8/22/2018		FALSE	FAILED 8/22	ISS	1
2018-9068	5409 CHEYENNE DR	SFR	T-POLE	8/14/2018	8/21/2018	TRUE	FAILED 8/14 & 8/17	ISS	3
2018-9068	5409 CHEYENNE DR	SFR	PLUMBING ROUGH	8/22/2018	8/22/2018	TRUE		ISS	1
2018-9068	5409 CHEYENNE DR	SFR	FORM SURVEY	8/22/2018	8/22/2018	TRUE		ISS	1
2018-9041	5423 WESTFIELD DR	SFR	PLUMBING ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9041	5423 WESTFIELD DR	SFR	T-POLE	8/20/2018	8/20/2018	TRUE		ISS	1
2018-9041	5423 WESTFIELD DR	SFR	FORM SURVEY	8/22/2018	8/22/2018	TRUE		ISS	1
2018-9033	6309 HOLBROOK CIR	SFR	T-POLE	8/20/2018	8/20/2018	TRUE		ISS	1
2018-9033	6309 HOLBROOK CIR	SFR	PLUMBING ROUGH	8/20/2018	8/22/2018	TRUE	FAILED 8/20	ISS	2
2018-9033	6309 HOLBROOK CIR	SFR	FORM SURVEY	8/22/2018	8/22/2018	TRUE		ISS	1
2017-9052	6405 HOLBROOK CIR	SFR	BUILDING FINAL	7/16/2018	8/2/2018	TRUE	FAILED 7/16, 7/27	FINAL	1
2017-9063	6501 STAFFORD DR	SFR	METER RELEASE - ELECTRIC	8/15/2018	8/15/2018	TRUE		ISS	1
2017-9063	6501 STAFFORD DR	SFR	METER RELEASE - GAS	8/15/2018	8/20/2018	TRUE		ISS	1
2018-9007	6601 ERIN LN	SFR	DRIVEWAY APPROACH	8/17/2018	8/21/2018	TRUE	FAILED 8/17	ISS	2
2018-9067	6602 STAFFORD DR	SFR	T-POLE	8/22/2018	8/22/2018	TRUE		ISS	1
2018-9008	6604 ERIN LN	SFR	METER RELEASE - ELECTRIC	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9008	6604 ERIN LN	SFR	METER RELEASE - GAS	8/3/2018	8/3/2018	TRUE		ISS	1
2018-9003	7702 WINDOMERE DR	SFR	METER RELEASE - ELECTRIC	7/30/2018	8/1/2018	TRUE	FAILED 7/30	ISS	1
2018-9003	7702 WINDOMERE DR	SFR	METER RELEASE - GAS	8/3/2018		FALSE	FAILED 8/3 & 8/15	ISS	2
2018-9003	7702 WINDOMERE DR	SFR	DRIVEWAY APPROACH	8/15/2018	8/15/2018	TRUE		ISS	1
								TOTAL=	200

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	153
April	158	95	150	148	117
May	90	52	104	186	214
June	134	84	135	113	220
July	117	77	140	168	279
August	122	105	122	144	200
September	82	99	91	114	
Year Total	1211	1019	1335	1623	1995



CODE ENFORCEMENT REPORT

2017-2018

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass	3	3					3	13	17	3	4		46
Home Occupation					1								1
Illegal Dumping					1								1
Illegal Structure				3			1	1			2		7
Illegal Vehicle						2	1				3		6
Junked Vehicles		1			2								3
Lot Maintenance	8	4	3	4	6	8	11	5	3	4	5		61
Trash and Debris	1	4	4	4	3	7	9	4	9	7	11		63
ITEM TOTALS	12	12	7	11	13	17	25	23	29	14	25	0	188

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	7	6	7	6	11	13	18	9	15	15	18		125
Door Hangers Issued	2	2	3	2	1	4	4	7	4	2	3		34
Complied/Resolved		7	8	6		10	12	9	13	10	15		90
10 Day Notice (Letters Mailed)	2			2	1	2	3	7	9	2	4		32
Extension Granted	1	2									1		4
Complied/Resolved	4	2			9								15
Citations Issued									1				1
Stop Work Order													0
Misc										3	5		8
ITEM TOTALS	16	19	18	16	22	29	37	32	42	32	46	0	309

City of Parker Municipal Court Monthly Report

August, 2018	Traffic Misdemeanors	Non-Traffic Misdemeanors
New Cases Filed	86	15
Total Pending Cases	1046	343
Uncontested Dispositions	35	16
Compliance Dismissals		
After Driver Safety Course	19	
After Deferred Disposition	42	1
After Proof of Insurance	7	
Other Dismissals	2	0
Other Dispositions	0	0
Total Cases Disposed	105	17
Arrest Warrants Issued	0	
Warrants Cleared	15	
Total Outstanding Warrants	509	
Show Cause Hearings Held	17	0
Trials	0	0
Fines, Court Costs & Other Amounts Collected:		
Retained by City	\$8,223.00	
Remitted to State	\$6,766.00	
Total	\$14,989.00	

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 Fire Department

REPORT FOR 6 MOS. ENDING JUNE 2018

Highlights

Change in Basis of Coverage

- Beginning July 15, 2018, the department amended our basis of coverage. We extended our successful daytime coverage model consisting of a part-time paid/volunteer crew to the nighttime replacing a fully volunteer night model. We now staff the fire station 24/7 with two part-time paid personnel supplemented by volunteers. We are considered a “combination” fire department comprised of both paid and volunteer members.

Calls for Service

- For the six month period January - June 2018, the department responded to 197 total calls for service. This compares to 153 calls over the same period of 2017, a meaningful 29% year-over-year increase.
- When excluding mutual aid given by Parker FD, of the 197 total calls 162 occurred within Parker’s fire district. This compares to 133 calls during the same period of 2017, a 22% increase.

Highlights

Calls for Service

- We received automatic aid/mutual aid from neighboring fire departments 16 times during the six months ending June 2018. We provided mutual aid 35 times to Lucas, Wylie, Murphy and others. We typically receive/provide mutual aid for structure fires, grass fires, multi-vehicle accidents and as backup for an EMS call. A single incident such as a working residential structure fire generally requires the combined response of up to four fire departments.
- Of the total 197 calls for service, 60% occurred during the day shift and 40% during the night shift.
- There were 65 ambulance runs into Parker, all but 3 by our EMS partner, Paramedics Plus (formally ETMC) with backup by either Wylie, Murphy or Lucas fire department ambulances.

Highlights

Response Metrics

- Our overall average response time for the recent calendar half was **6 minutes 57 seconds** about a one minute improvement over the overall average response time of 7 minutes 50 seconds for the full 12 months of 2017. Note: slide #7 shows response times quarterly whereas the 6:57 avg. response is for the 6 mos. Jan-Jun. *This metric, measured from the time of dispatch, includes calls within Parker's immediate fire district and excludes mutual aid calls.*
- The overall average response time for our paid/stipend crew (8am – 6pm) was slightly over 5 minutes, generally consistent with prior periods.
- The overall average response time for evening/night volunteers was slightly under 10 minutes, generally consistent with prior periods.
- The average ambulance response time varies between 10 and 11 minutes depending on the location of the ambulance at the time of the call. During the daytime our firefighters are typically on scene within 5 minutes compensating for the ambulance response time. We should expect a similar response at nights with the change in our basis of coverage.

Calls for Service

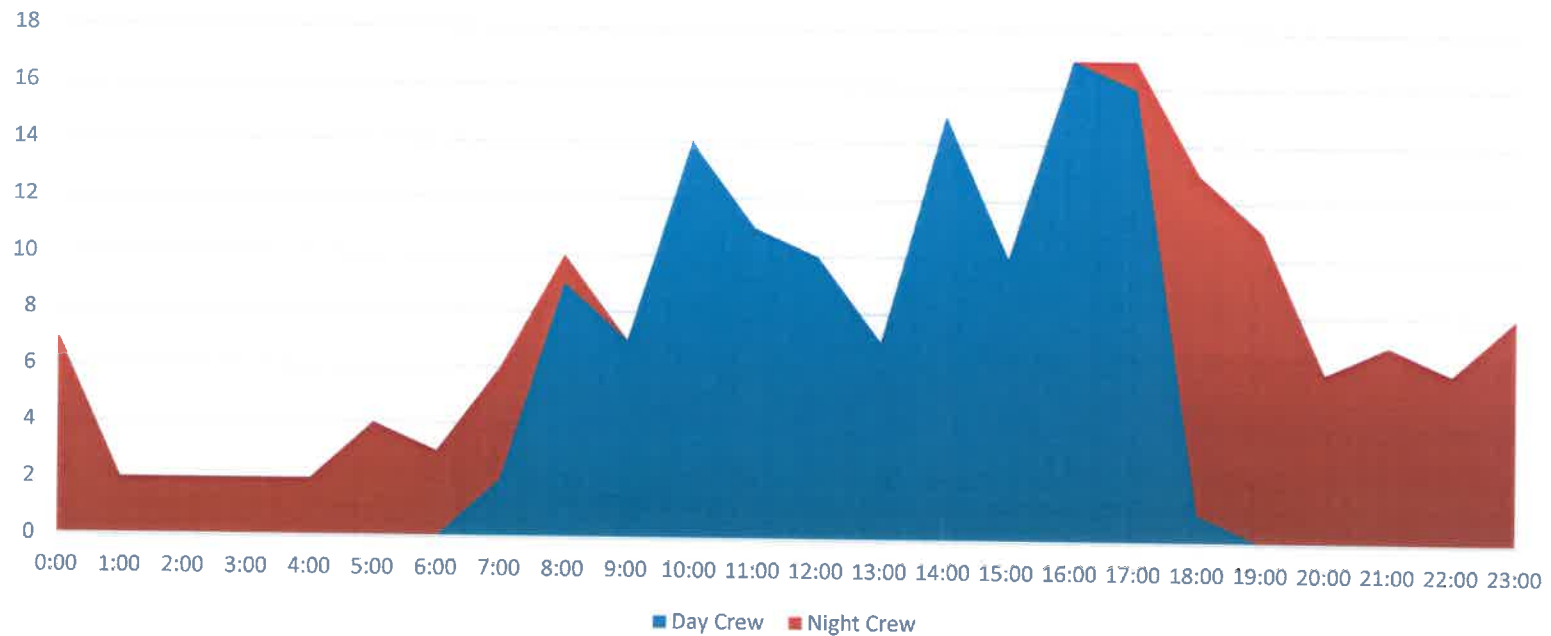
Total Calls for Service						
NATURE OF CALL	2015	2016	2017	6 mos. Jan-Jun		
				2017	2018	% change
Structure Fire	13	16	18	6	11	
Medical Call	135	133	157	77	70	
All Others	166	138	186	70	116	
Total Call Volume	314	287	361	153	197	29%
Less: Mutual Aid Given by Parker	-67	-71	-79	-20	-35	
Total Parker (only) Volume	247	216	282	133	162	22%
Mutual Aid as % of Total Volume	21%	25%	22%	13%	18%	

Volunteer (evening, night) shift responded to 40% of total calls
Paid/Stipend (daytime) shift responded to 60% of total calls

Calls in Parker are up 22% year-over-year for the
six months January – June, 2018

Time of Alarm

Alarm Time Analysis
Jan 1 - Jun 30, 2018



Response Times

by overall average, daytime (paid) and evening/night (volunteer) for calls for service inside Parker's fire district and exclude mutual aid provided to other fire departments

RESPONSE TIMES	2016	2017	2018				
(overall avg. measured from dispatch)	12 Mos.	12 mos.	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	12 Mos.
Avg. response time of Day shift (hours:minutes)	5:23	5:11	4:29	6:13			
Avg. response time of Night volunteers (hours:minutes)	10:07	11:20	9:43	9:59			
Overall avg. response time (hours:minutes)	8:16	7:50	6:44	7:20			

- Response times will vary based on:
 - The station being staffed (daytime) or if volunteers must first respond to the station from their residence (evening, night, early morning)
 - The distance of the incident from the fire station
 - The weather and road conditions
- With the change in our basis of coverage whereby we now staff the station 24/7, we should begin experiencing parity in response time between days and nights

Key Staffing Metrics

Staffing Metrics										
	2016		2017					2018		
	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	12 Mos.	Jan-Mar	Apr-Jun	Jul-Sep
DAY CREW COVERAGE										
Day coverage by two paid firefighters	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Day coverage with two paid + at least 1 stipend firefighter	91%	83%	92%	86%	89%	98%	91%	98%	80%	
Paramedic included in day shift	100%	99%	97%	88%	98%	88%	93%	99%	98%	
Paid days in Quarter	92	92	90	91	92	92		90	91	
NIGHT STIPEND COVERAGE AT FIRE STATION (start Oct 2017)										
% coverage by at least 1 stipend volunteer						28%		14%	58%	
Calls answered by Day shift			69%	55%	59%	57%	60%	55%	60%	
Calls answered by Night volunteers (responding from residence)			31%	45%	41%	43%	40%	45%	40%	

- We staff a paid crew consisting of an officer and driver plus a stipend volunteer during the day (7 days, 8am-6pm). During early morning/evenings/nights emergency calls are answered by volunteers typically responding from their residence.
- With the change in our basis of coverage, beginning July 15, 2018 we are staffing nights similar to our daytime staffing model.

Losses from Fires

Estimated Dollar Value Saved & Lost				
Est. Property Losses from Fire (excludes grass fires)				
Year	Est. Total \$ Value	Est. \$ Lost	Est. \$ Saved	Est. % Saved
YTD 2018	690,000	215,150	474,850	69%
2017	848,000	810,000	38,000	4%
2016	1,238,000	237,000	1,009,000	82%
2015	401,000	30,100	370,900	92%
2014	4,335,000	36,000	4,299,000	99%

- YTD 2018 Parker FD responded to 2 serious residential structure fires in our city. Both fires were held to the area of origin. There were no injuries to civilians nor firefighters.

Operational Readiness

IN SERVICE:

- ✓ Engine 811 (1995)
- ✓ Engine 812 (2001)
- ✓ Truck 811 (2008)
- ✓ Brush 811
- ✓ Tac 811
- ✓ Tac 812

COMMENTS

Truck 811 underwent unscheduled and extensive repair of its diesel engine involving replacement of the cylinder head gasket and other parts, plus received repairs for a coolant leak. The apparatus is past its warranty period.

Brush 811 underwent an unscheduled replacement of its engine turbocharger. The apparatus is past its warranty period.

PARKER POLICE DEPARTMENT
REPORT OF MONTHLY STATISTICS YEAR TO DATE

August 2018	THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	YTD 2018	YTD 2017	% CHANGE
for Service Traffic	1069	1390	-23%	8911	6888	29%
Calls for Service	171	251	-32%	1394	1617	-14%
Traffic Contacts - All Units	142	200	-29%	1314	926	42%
House Watch	348	453	-23%	2486	2156	15%
Other Service Response Incidents	408	486	-16%	3717	2189	70%
Reported Incidents - Part 1	0	3	-100%	23	18	28%
Homicide	0	0	0%	0	0	0%
Theft (Includes:)	0	1	-100%	20	12	67%
Larceny/Theft	0	0	0%	18	8	125%
BMW's	0	1	-100%	1	2	-50%
Auto Theft	0	0	0%	1	2	-50%
Residential Burglary	0	2	-100%	2	3	-33%
Business Burglary	0	0	0%	0	2	-100%
Robbery	0	0	0%	0	0	0%
Aggravated Assault	0	0	0%	0	0	0%
Sexual Assault	0	0	0%	1	1	0%
Part 2 Offenses	4	5	-20%	33	33	0%
Simple Assault	2	0	200%	4	9	-56%
Vandalism	0	1	-100%	3	4	-25%
Narcotics	1	0	100%	5	5	0%
Fraud (Forgery, ID Theft, etc.)	1	1	0%	13	10	30%
Harassment	0	3	-100%	2	3	-33%
Other Offenses	0	0	0%	6	2	200%
Incident Reports	3	4	-25%	38	49	-22%
Mental Health	1	0	100%	4	9	-56%
Adult Arrests	2	2	0%	21	8	163%
Males	2	2	0%	20	7	186%
Females	0	0	0%	1	1	0%
Juvenile Detentions	0	0	0%	0	4	-100%
Males	0	0	0%	0	3	-100%
Females	0	0	0%	0	1	-100%
Traffic Enforcement	142	200	-29%	1314	937	40%
Citations	101	125	-19%	896	567	58%
Warnings	41	75	-45%	418	370	13%
Accidents	6	10	-40%	63	51	24%
Injury	1	3	-67%	17	14	21%
Non-Injury	5	6	-17%	41	32	28%
FLID	0	1	-100%	5	5	0%
Investigations	46	84	-45%	438	495	-12%
Cases Assigned	6	10	-40%	88	89	-1%
Clearances	3	8	-63%	33	66	-50%
Cases Filed with DA	0	2	-100%	12	15	-20%
Follow-Ups	37	64	-42%	305	322	-5%
Alarm Activations	25	20	25%	204	160	28%
Residential	20	18	11%	182	150	21%
Chargeable	20	15	33%	160	121	32%
Non-Chargeable	0	3	-100%	22	29	-24%
Business	5	2	150%	22	12	83%
Chargeable	4	1	300%	17	8	113%
Non-Chargeable	1	1	0%	5	4	25%
Outside Agency Activities	16	8	100%	130	139	-6%
Murphy PD	3	2	50%	62	78	-21%
Collin County SO	2	2	0%	17	33	-48%
Wylie PD	10	0	1000%	22	5	340%
Allen PD	0	1	-100%	2	9	-78%
Other	1	3	-67%	27	14	93%
Staff	Sworn	Civilian	Reserve			
Authorized	10	1	2			
Current Strength	9	1	2			
In Training	1	0	0			
Openings	0	0	0			
% Staffed	100%	100%	100%			
Reserve Hours	50.5	35	31%			

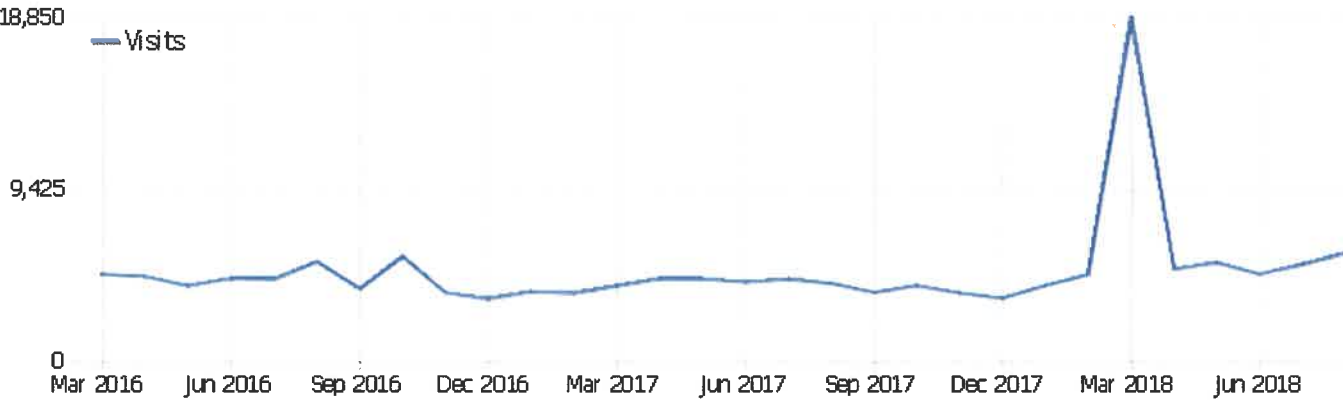


Parker, TX

Date range: August 2018

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	4,578
Visits	5,934
Actions	16,306
Maximum actions in one visit	70
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:14
Bounce Rate	55%
























Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
true	12	1	25%
bulk trash	6	2	33%
2018 new bulk pickup schedule	4	2	50%
bulk day	3	1	100%
library	3	1	67%
ordinances	3	1	0%
4010 anns lane	2	2	0%
agenda	2	1	0%
agenda & minutes	2	3	0%
bid	2	1	0%
bulk trash collection_flyer	2	2	0%
bulk trash_2018-01-08	2	2	100%
calendar	2	1	0%
code	2	2	50%
drivers safety course	2	1	50%
kay booth	2	1	50%
map	2	2	100%
mayor	2	1	0%
online payments	2	1	0%
phone	2	1	0%
radar	2	2	0%
salaries	2	1	50%
trash collection	2	2	50%
Others	165	204	32%




Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	3,978	9,048	2	00:02:00	62%	\$ 0
Search Engines	1,877	7,072	4	00:02:44	39%	\$ 0
Websites	79	186	2	00:01:46	54%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
 United States	5,144	15,178	3	00:02:28	50%	\$ 0
 Philippines	227	331	2	00:00:53	83%	\$ 0
 India	115	143	1	00:00:30	88%	\$ 0
 Russia	72	74	1	00:00:13	97%	\$ 0
 Canada	33	60	2	00:00:28	82%	\$ 0
 South Africa	33	47	1	00:00:11	85%	\$ 0
 Malaysia	27	28	1	00:00:00	96%	\$ 0
 Nigeria	27	39	1	00:01:01	74%	\$ 0
 Germany	25	30	1	00:00:03	92%	\$ 0
 Pakistan	17	21	1	00:01:44	76%	\$ 0
 Japan	16	26	2	00:01:26	94%	\$ 0
 China	15	21	1	00:00:17	73%	\$ 0
 United Kingdom	13	16	1	00:01:01	77%	\$ 0
 South Korea	12	13	1	00:00:11	92%	\$ 0
 Sri Lanka	10	12	1	00:00:19	80%	\$ 0
 Kenya	9	20	2	00:00:24	56%	\$ 0
 Uganda	8	10	1	00:00:33	75%	\$ 0
 United Arab Emirates	8	8	1	00:00:00	100%	\$ 0
 France	7	38	5	00:04:59	14%	\$ 0
 Unknown	7	14	2	00:01:30	57%	\$ 0
 Ghana	6	10	2	00:01:11	67%	\$ 0
 Saudi Arabia	6	7	1	00:00:56	83%	\$ 0
 Singapore	6	9	2	00:00:03	67%	\$ 0
Others	91	151	2	00:00:44	76%	\$ 0

Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
 Desktop	3,758	11,242	3	00:02:34	53%	0%
 Smartphone	1,654	3,765	2	00:01:32	60%	0%
 Tablet	421	1,120	3	00:02:24	51%	0%
Unknown	70	107	2	00:00:22	71%	0%
Phablet	27	64	2	00:01:03	59%	0%
Portable media player	4	8	2	00:01:31	50%	0%



Council Agenda Item

Item 2
C'Sec Use Only

Budget Account Code:	Meeting Date: September 18, 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 NO. 2018-581, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL. [SHELBY]

SUMMARY

This resolution would approve a negotiated settlement between the ATMOS Cities Steering Committee (ACSC) and ATMOS Energy Corporation, Mid-TEX Division regarding the company's 2018 rate review mechanism.

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:	09/05/2018 via email
Acting City Administrator:	<i>Johanna Boyd</i> <i>JB</i>	Date:	09/14/2018

RESOLUTION NO. 2018-581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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 is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos Mid-Tex filed its 2018 RRM rate request with ACSC Cities based on a test year ending December 31, 2017; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2018 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$24.9 million on a system-wide basis (\$17.8 million of which is applicable to ACSC members); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT RESOLVED 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 City Council finds that the settled amount of an increase in revenues of \$24.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$24.9 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2018 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. 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 9. 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 the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 18th day of September, 2018.

CITY OF PARKER, TEXAS

BY:

LEE PETTLE, MAYOR

ATTEST:

BY: _____
PATTI SCOTT GREY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

2557/30/7717932

August 24, 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 Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC 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 most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members earlier this year. On or about April 1, 2018, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2017, entitled it to additional system-wide revenues of \$42.0 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$27.4 million. After review of the consultants’ report, the Company offered to settle for a system-wide increase of \$25.9 million. Following further negotiations, ACSC’s Executive Committee agreed to recommend a system-wide rate increase of \$24.9 million. That increase when allocated to ACSC members results in an increase of \$17.8 million. The Effective Date for new rates is October 1, 2018. ACSC members should take action approving the Resolution before the end of September.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$24.9 million in additional revenues on a system-wide basis. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

Given the fact that ACSC demanded that Atmos reflect reduced federal income taxes in its cost-of-service, as reflected in the RRM Tariff adopted earlier this year, Atmos reduced its rates in March. The rate increase associated with the Resolution is largely offset by the lowered federal income tax rates, such that out-of-pocket expense to consumers should be roughly the same under new rates as what was experienced by consumers last winter. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. 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 allow recovery of Cities' 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 ACSC'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.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS

1. This section approves all findings in the Resolution.

2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$24.9 million on a system-wide basis. Settling Cities will be responsible for \$17.8 million of the \$24.9 million.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
5. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. 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 Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$42 million in additional system-wide revenues, the RRM settlement at \$24.9 million reflects savings of \$17.1 million. ACSC's consultants produced a report indicating that Atmos had justified increased revenues of at least \$21.7 million. Settlement at \$24.9 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before September 30, 2018. New rates become effective October 1, 2018.

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2017

Line No.	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 24,900,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 23,357,466		Ln 1 divided by Tax factor on WP_F-5.1						
3											
4											
5											
6		Revenue									
7	Residential	Requirements	Allocations								
8	Commercial	\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
9	Industrial and Transportation	84,223,622	19.40%		Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	11,490,316	2.65%		Per GUD 10170 Final Order						
11		\$ 434,145,424	100.00%								
12											
13											
14											
15											
16	Increase to Customer Classes per GUD 10170 Final Order:										
17											
18	Customer Charges	Current	Prospective	Revenues							
19											
20	Residential Base Charge	\$ 18.35	\$ 0.50	\$ 9,103,979							
21	Residential Consumption Charge	\$ 0.13734	\$ 0.01118	\$ 9,103,979							
22	Commercial Base Charge	\$ 41.95	\$ 1.54	\$ 2,265,658							
23	Commercial Consumption Charge	\$ 0.08746	\$ 0.00421	\$ 2,265,658							
24	I&T Base Charge	\$ 752.00	\$ 32.12	\$ 309,095							
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3172	\$ 0.0140	\$ 144,188							
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2322	\$ 0.0102	\$ 118,338							
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0498	\$ 0.0022	\$ 46,570							
28	Total			\$ 23,357,466							
29											

Customer Charges Rounded Off and residential base charge increase for 2018 limited to \$0.60 per RRM tariff:					
Customer Charges	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues	
Residential Base Charge	\$ 0.50	\$ 9,156,798	\$ 18.85	\$	345,211,285
Residential Consumption Charge	\$ 0.01112	\$ 9,051,844	\$ 0.14846	\$	120,848,626
Commercial Base Charge	\$ 1.55	\$ 2,278,481	\$ 43.50	\$	63,944,478
Commercial Consumption Charge	\$ 0.00419	\$ 2,253,573	\$ 0.09165	\$	49,293,546
I&T Base Charge	\$ 32.00	\$ 307,968	\$ 784.00	\$	7,545,216
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0140	\$ 144,244	\$ 0.3312	\$	3,412,408
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0103	\$ 118,980	\$ 0.2425	\$	2,801,237
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0022	\$ 46,631	\$ 0.0520	\$	1,102,180
Total		\$ 23,358,519		\$	594,158,976

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2017**

Line							October 1, 2018	
							PROPOSED	CHANGE
1	Rate R @ 45 Ccf						CURRENT	
2	Customer charge						\$ 18.35	
3	Consumption charge	45.0	CCF	X	\$ 0.13734	=	6.18	
4	Rider GCR Part A	45.0	CCF	X	\$ 0.28533	=	12.84	
5	Rider GCR Part B	45.0	CCF	X	\$ 0.30630	=	13.78	
6	Subtotal						\$ 51.15	
7	Rider FF & Rider TAX		\$ 51.15	X	0.06604	=	3.38	
8	Total						\$ 54.53	
9								
10	Customer charge						\$ 18.85	
11	Consumption charge	45.0	CCF	X	\$ 0.14846	=	6.68	
12	Rider GCR Part A	45.0	CCF	X	\$ 0.28533	=	12.84	
13	Rider GCR Part B	45.0	CCF	X	\$ 0.30630	=	13.78	
14	Subtotal						\$ 52.15	
15	Rider FF & Rider TAX		\$ 52.15	X	0.06604	=	3.44	
16	Total						\$ 55.59	\$ 1.06
17								
18								
19	Rate C @ 346.5 Ccf						CURRENT	
20	Customer charge						\$ 41.95	
21	Consumption charge	346.5	CCF	X	\$ 0.08746	=	30.31	
22	Rider GCR Part A	346.5	CCF	X	\$ 0.28533	=	98.88	
23	Rider GCR Part B	346.5	CCF	X	\$ 0.22105	=	76.60	
24	Subtotal						\$ 247.74	
25	Rider FF & Rider TAX		\$ 247.74	X	0.06604	=	16.36	
26	Total						\$ 264.10	
27								
28	Customer charge						\$ 43.50	
29	Consumption charge	346.5	CCF	X	\$ 0.09165	=	31.76	
30	Rider GCR Part A	346.5	CCF	X	\$ 0.28533	=	98.88	
31	Rider GCR Part B	346.5	CCF	X	\$ 0.22105	=	76.60	
32	Subtotal						\$ 250.74	
33	Rider FF & Rider TAX		\$ 250.74	X	0.06604	=	16.56	
34	Total						\$ 267.30	\$ 3.20
35								

36	Rate I @ 3907 MMBTU					CURRENT	PROPOSED	CHANGE
37	Customer charge					\$ 752.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.3172	=	475.80		
39	Consumption charge	2,407	MMBTU	X \$ 0.2322	=	558.79		
40	Consumption charge	0	MMBTU	X \$ 0.0498	=	-		
41	Rider GCR Part A	3,907	MMBTU	X \$ 0.2922	=	1,141.41		
42	Rider GCR Part B	3,907	MMBTU	X \$ 0.4881	=	1,906.68		
43	Subtotal					\$ 4,834.68		
44	Rider FF & Rider TAX		\$ 4,834.68	X 0.06604	=	319.28		
45	Total					<u>\$ 5,153.96</u>		
46								
47	Customer charge						\$ 784.00	
48	Consumption charge	1,500	MMBTU	X \$ 0.3312	=		496.80	
49	Consumption charge	2,407	MMBTU	X \$ 0.2425	=		583.58	
50	Consumption charge	0	MMBTU	X \$ 0.0520	=		-	
51	Rider GCR Part A	3,907	MMBTU	X \$ 0.2922	=		1,141.41	
52	Rider GCR Part B	3,907	MMBTU	X \$ 0.4881	=		1,906.68	
53	Subtotal						\$ 4,912.47	
54	Rider FF & Rider TAX		\$ 4,912.47	X 0.06604	=		324.42	
55	Total						<u>\$ 5,236.89</u>	\$ 82.93
56								1.61%
57	Rate T @ 3907 MMBTU					CURRENT	PROPOSED	CHANGE
58	Customer charge					\$ 752.00		
59	Consumption charge	1,500	MMBTU	X \$ 0.3172	=	475.80		
60	Consumption charge	2,407	MMBTU	X \$ 0.2322	=	558.79		
61	Consumption charge	0	MMBTU	X \$ 0.0498	=	-		
62	Rider GCR Part B	3,907	MMBTU	X \$ 0.4881	=	1,906.68		
63	Subtotal					\$ 3,693.27		
64	Rider FF & Rider TAX		\$ 3,693.27	X 0.06604	=	243.90		
65	Total					<u>\$ 3,937.17</u>		
66								
67	Customer charge						\$ 784.00	
68	Consumption charge	1,500	MMBTU	X \$ 0.3312	=		496.80	
69	Consumption charge	2,407	MMBTU	X \$ 0.2425	=		583.58	
70	Consumption charge	0	MMBTU	X \$ 0.0520	=		-	
71	Rider GCR Part B	3,907	MMBTU	X \$ 0.4881	=		1,906.68	
72	Subtotal						\$ 3,771.06	
73	Rider FF & Rider TAX		\$ 3,771.06	X 0.06604	=		249.04	
74	Total						<u>\$ 4,020.10</u>	\$ 82.93
75								2.11%



Council Agenda Item

Item 3
City of Parker Use Only

Budget Account Code:	1-10-6065	Meeting Date:	September 18, 2018
Budgeted Amount:	\$20,000	Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	City Attorney Shelby
Estimated Cost:	\$5,000 minimum Annual Contract	Date Prepared:	September 5, 2018
Exhibits:	1) Proposed Resolution – Provided at the 9/18 CC Meeting 2) Annual Contract 3) Resolution 2017-547		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-582 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2018-2019. [SHELBY]

SUMMARY

Texas Local Government Code §52.004 Official Newspaper

Type A General-Law Municipality. At the beginning of each fiscal year, Type A municipalities must designate an official newspaper. Tex. Loc. Gov't Code §52.004. This must be done as soon as practicable after the beginning of each municipal year. The municipality shall contract with the newspaper designated by ordinance or resolution.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/13/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	09/13/2018 via email
Acting City Administrator:	<i>Johnna Boyd</i> <i>JB</i>	Date:	09/14/2018



Category: (Legal)

Contract Date October 1, 2018

Level: \$5,000

☐ Frequency

Rate card Year: 2018

☐ DVC

ADVERTISING CONTRACT

Advertiser Name: **City of Parker** Account # **100069579**

Hereinafter referred to as Advertiser hereby contracts with *Belo Media Group, an assumed name of The Dallas Morning News* (hereinafter "Belo Media Group") for consumption of not less than \$5,000 of advertising through the use of Legal Advertising to be published within the Belo Media Group line of products. The term of this agreement is for a period beginning October 1, 2018 and ending September 30, 2019.

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

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

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

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

Signed:

Belo Media Group,
an assumed name of
The Dallas Morning News, Inc.
1954 Commerce Street
Dallas TX. 75201

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

Print Name: Lynda Black

Print Name: Lee Pettie

Signature: _____

Signature: _____

Title: Sales and Marketing - Legal

Title: Mayor

Date: August 22, 2018

Date: September 18, 2018

Appendix A

Annual Spend of \$5,000

Rate: \$4.15 per newspaper line per day

\$35 liner/\$45 display dallasnews.com

\$1 per line bold type

\$15 border for in column ads

Al Dia \$.90 per line

FURTHER CONDITIONS OF THIS CONTRACT

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

Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

CITY OF PARKER
RESOLUTION NO. 2017-547
(Designating Official Newspaper)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2017-2018, AND
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2017-2018, commencing October 1, 2017. The use of the newspaper prior to the date of this resolution is ratified by Council.

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

3. Until Sept 30, 2018, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.


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

5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 5th day of September, 2017.



CITY OF PARKER:



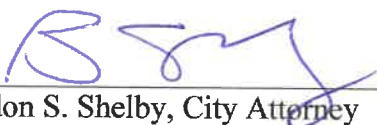
Z Marshall, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Brandon S. Shelby, City Attorney

Category: (LEGAL)

Level: \$5000

Rate card Year: 2017

Contract Date: October 1, 2017

Frequency ☐DVC ☒

DMNmedia

ADVERTISING CONTRACT

PRIMARY CONTRACT TYPE – (select one only)

☒

TDMN

☐

Al Dia

☐

F!D Luxe

☐

Neighborsgo

☐

TMC

☐

Briefing

☐

Online

☐

Other _____

Advertiser Name: City of Parker Account Number: 100069579

Hereinafter referred to as Advertiser hereby contracts with DMNmedia, an assumed name of *The Dallas Morning News* (hereinafter "DMNmedia") for consumption of not less than \$5,000 (five thousand dollars) of advertising through the use of Classified advertising to be published within 12 months. The term of this agreement is for the period beginning October 1, 2017 and ending September 30, 2018.

Dallas Morning News - Classified Legal Rates - 2017

Dollar Volume Contracts		DallasNews	
Legal DVC	TDMN	Online	Al Dia
DVC \$5,000 Annually	4.10	35.00 Liner/45.00 Displ	0.91

* All liners and display ads will be posted online at DallasNews.com for 7 days.

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

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

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


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

Signed:

DMNmedia, an assumed name of
The Dallas Morning News, Inc.
508 Young St
Dallas TX. 75202

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

Print Name: Lynda Black

Signature: 

Title: Sales and Marketing Consultant

Date: August 29, 2016

Print Name: Z Marshall

Signature: 

Title: Mayor

Date: September 5, 2017

APPENDIX B

FURTHER CONDITIONS OF THIS CONTRACT

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



Council Agenda Item

Item 4
C'Sec Use Only

Budget Account Code:	Meeting Date: September 18, 2018
Budgeted Amount:	Department/ Requestor: Police Chief Brooks
Fund Balance-before expenditure:	Prepared by: Police Chief Brooks
Estimated Cost:	Date Prepared: August 30, 2018
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution -- Provided at the 9/18 CC Meeting2. Draft Interlocal Jail Services Agreement – without liability change3. Resolution No. 2017-545 (2017-2018 Jail Services Agreement)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018–583 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. ____ JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]


SUMMARY

Annual renewal to the Jail Services Agreement with Collin County. As stated in **Section 2. Term** of the Interlocal Jail Services Agreement, the term of this Agreement shall be for a period of one (1) year ending September 30, 2019 and may be renewed for an additional one (1) year term as agreed in writing by both parties. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party. Original agreement was adopted in 2002.

City Council may want to recess into Executive Session to discuss contract (Section 8 Civil Liability).

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:	08/30/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	Via Email 08/30/2018
Acting City Administrator:	<i>Johnna Boyd</i> 	Date:	09/14/2018

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2018, by and between the City of Parker and Collin County. Both are political subdivisions of the State of Texas.

Recitals

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

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

Section 1. Definitions

1.01 Jail Services

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

Section 2. Term

2.01 Term

As its term, this Agreement will last between October 1, 2018 and September 30, 2019. The parties expect to renew the Agreement for October 1, 2019 to September 30, 2020. In the event that such a renewal is delayed, however, this Agreement will automatically renew for another fiscal year under the terms set out here.

2.02 Termination

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

Section 3. Services

3.01 Services

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

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

3.02 Persons Accepted

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

discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

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

Section 4. Non-Exclusivity of Service Provision

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

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$94.47 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 Additional Charges

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

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

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access

to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

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

5.04 Cost of Additional Charges

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

5.05 Source of Payment

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

Section 6. Lawful Arrest and Detention

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

Section 7. Procedures

7.01 Delivery and Release of Inmates

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

7.02 Removal on Termination

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

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

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

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

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

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

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

Section 9. Amendment

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

Section 10. Controlling Law

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

Section 11. Notices

11.01 Form of Notice

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

11.02 Addresses

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

- | | |
|---|---|
| (a) if the County, to: | (b) if to the County, Copy to: |
| Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071 | Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071 |

- (b) if the City, to:

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

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

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process

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

Section 13. Captions

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

Section 14. Counterparts

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

Section 15. Obligations of Condition

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

Section 16. Exclusive Right to Enforce this Agreement

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

Section 17. Prior Agreements Superseded

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

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

Section 18. No Partnership or Agency

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

Collin County, Texas

By: _____
Keith Self, County Judge

Date: _____

City of Parker, Texas

By: _____

Date: _____

Title: _____

RESOLUTION NO. 545
(2017-2018 Jail Services Agreement)

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 15th day of August, 2017.

ATTEST:


Patti Scott Grey, City Secretary




Z Marshall, Mayor

APPROVED TO FORM:


Brandon Shelby, City Attorney

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Jail Services, City of Parker – Sheriff

On **October 2, 2017**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

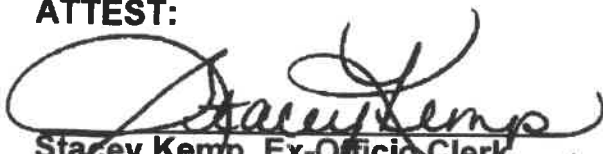
Keith Self	Not Present	County Judge, Presiding
Susan Fletcher		Commissioner, Precinct 1
Cheryl Williams	Not Present	Commissioner, Precinct 2
Chris Hill		Commissioner, Precinct 3
Duncan Webb		Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Jail Services Agreement with the City of Parker.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Jail Services Agreement with the City of Parker through and including September 30, 2018. Same is hereby approved as per the attached documentation.



ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

Not Present
Keith Self, County Judge


Susan Fletcher, Commissioner, Pct. 1

Not Present
Cheryl Williams, Commissioner, Pct. 2


Chris Hill, Commissioner, Pct. 3


Duncan Webb, Commissioner, Pct. 4

Interlocal Jail Services Agreement

This agreement is entered into on the 2nd day of October, 2017, by and between the City of Parker ("City") and Collin County, a political subdivision of the State of Texas ("County").

Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

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

Section 1. Definitions

1.01 Jail Services

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

Section 2. Term

2.01 Term

The term of this Agreement shall be for a period of one (1) year ending September 30, 2018 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

2.02 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 3. Services

3.01 Services to be Provided

The County agrees to provide the City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

3.02 Persons Accepted

- (1) The Collin County Sheriff's Office Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the

original warrant, a certified or facsimile copy of a valid arrest warrant, or if a Teletype Confirmation of the warrant is received by the Collin County Sheriff's Office.

- (2) The Collin County Sheriff's Office Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in our custody, if the warrant being executed by that officer is an original, certified, or facsimile copy, or Teletype Confirmation received by the jail staff.
- (3) The Collin County Sheriff's Office Detention Center will accept all on-view arrests of Class C violators.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against them pursuant to Tex. Code Crim. Proc. Art. 45.041. If that defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Collin County Sheriff's Office Detention Facility will accept such defendants on jail commitments if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with Tex. Cod Crim. Proc. Art. 45.046, stating in part:
 - a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
 - b. "the defendant is indigent and has failed to make a good faith effort to discharge the fines and costs under Article 45.049; and could have discharged the fines and costs under Article 45.049 without experiencing any undue hardship."

Section 4. Non-Exclusivity of Service Provision

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

Section 5. Compensation

5.01 Basic Charge

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail.

5.02 Additional Charges

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

5.03 Billing

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

5.04 Cost of Additional Charges

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

5.05 Source of Payment

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

Section 6. Lawful Arrest and Detention

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

Section 7. Procedures

7.01 Delivery and Release of Inmates

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

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

Section 8. Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall defend the County with respect to all claims arising out of the County's performance under this agreement. The City will also hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Section 9. Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

Section 10. Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

Section 11. Notices

11.1 Form of Notice

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

11.2 Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) if the County, to:

Keith Self, County Judge
Collin County Administration Bldg
2300 Bloomdale Road
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(a) if the City, to:

Z Marshall, Mayor
Parker City Hall
5700 E. Parker Road
Parker, Texas 75002

(b)

Richard D. Brooks, Chief of Police
Parker Police Department
5700 E. Parker Road
Parker, Texas 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Bldg.
2300 Bloomdale Road
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within

fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

Section 13. Captions

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

Section 14. Counterparts

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

Section 15. Obligations of Condition

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

Section 16. Exclusive Right to Enforce this Agreement

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

Section 17. Prior Agreements Superseded


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

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

"County"

Collin County, Texas

By:


Keith Self, County Judge

Date:

10/11/17

"City"

City of Parker, Texas

By:


Z Marshall, Mayor

Date: August 15, 2017



Council Agenda Item

Item 5
C Sec Use Only

Budget Account Code:	Meeting Date: September 18, 2018
Budgeted Amount:	Department/ Requestor: Mayor Pettie
Fund Balance-before expenditure:	Prepared by: Mayor Pettie
Estimated Cost:	Date Prepared: September 13, 2018
Exhibits:	<ul style="list-style-type: none">• Ordinance No. 722 (Open Space and Parks)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RE-ESTABLISHING PARKS AND RECREATION. [PETTIE]

SUMMARY

Mayor Pettie has received requests to re-establish Parks and Recreation. It may be necessary to rename the group. Discussion by the Mayor and City Council is needed for direction.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
Acting City Administrator:	<i>Johanna Boyd</i>	<i>JB</i>	Date: 09/14/2018

ORDINANCE NO. 722
(Open Space and Parks)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING AND RESTATING THE PROVISIONS OF ORDINANCE NO. 608 AS CODIFIED AS CHAPTER 97 OF THE PARKER MUNICIPAL CODE; DISSOLVING THE PARKS AND RECREATION COMMISSION OF THE CITY OF PARKER; REVISING REGULATIONS FOR PUBLICLY OWNED OPEN SPACE AND PARKS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$500 FOR EACH OFFENSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Parker, Collin County, Texas has determined that the City should, with no objection received from the Parks and Recreation Commission, dissolve the Parks and Recreation Commission; and

WHEREAS, the City Council has determined the revision of the regulations established for the public open spaces, including the City open space known as the "Preserve", adjacent to City Hall, should be revised; and

WHEREAS, the term "Park" as used in the Parker Municipal Code of Ordinances specifically includes any area of Parker specifically designated by the City Council as a "Park", and the regulations of the Municipal Code shall also apply to areas of open space, including the area of Parker known as the Preserve, which are not designated as a "Park", as that term is used in the Local Government Code.

WHEREAS, the City of Parker Municipal Code of Ordinances should be amended in conformity with the provisions of this Ordinance,

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

SECTION 1. COMMISSION DISSOLVED The Parks and Recreation Commission of the City of Parker is hereby dissolved. The provisions of Ordinance 608 establishing the Parks and Recreation Commission, codified as Sections 97.01 through 97.08 of the Municipal Code of Ordinances, are hereby repealed.

SECTION 2. PARK REGULATIONS REVISED The following sections of the Municipal Code are modified as follows:

Section 97.09 Definitions --the definition of "Recreation" is modified as follows:

"RECREATION-- lawful activities pertaining to nature areas, trails, open space, historical areas, and public gardens."

Section 97.10 ENFORCEMENT. (C) *Seizure of Property* is modified as follows:

“(C) *Seizure of Property*. The Police Department shall have the authority to seize and confiscate any unlawful items or other contraband for which seizure is authorized under the laws of the State of Texas.

Section 97.11 **Unlawful Acts** (A) (1) is modified as follows:

“(1) No motorized vehicles, except for wheel chairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas.

Section 97.11 (A) shall have the following provisions added, commencing with subsection 14 as follows:

“14. To carry a firearm, except those persons who are peace officers or are duly licensed by the State of Texas to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun License Laws, as amended.

“15. To discharge firearms, fireworks, BB guns, air guns, bow and arrow, sling shots, blow guns, rockets, or paint ball guns.

“16. To swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream.

“17. To remain, stay or loiter in the area of the park between the hours of 11:00 pm and 5:00 am inclusive, every day of the week.

“18. To enter into/onto the wooden structure in the Preserve known as the “Barn”, including its loft, stairs, roof, and/or all other structures or areas as restricted by signage.

“19. To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time.

“20. For the owner or person with possession or custody of a domestic animal to allow the animal to defecate in the park without immediate removal and disposal of such feces in proper waste receptacles.

“21. To discard, abandon, litter, or break any glass container. No glass beverage containers are permitted in the park.

“22. To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involves more than two representatives of the business, or which occurs for more than one hour in any three day period.

“23. To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail,

hang glider or hot air balloons, in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park.

"24. To use or operate mechanical or amplified music, sound or voice.

Section 97.11 (B) is modified as follows:

"One or more of the rules in this chapter 97 may be waived for good cause, in advance, by the City, upon written request by an applicant.

Section 97.12 shall be retitled as follows:

"Section 97.12 **USE OF COMMERCIAL VEHICLES.**"

Section 97.14 CITY SPONSORED EVENTS shall be modified as follows:

"City sponsored events or use of Park facilities may be exempt from all or a portion of the provisions of 97.11 as is reasonably necessary for operation of event."

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

SECTION 4. PENALTY CLAUSE. Any person, firm or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances, as amended hereby, shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Parker, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.


SECTION 5. REPEALER CAUSE. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this Ordinance or the Code of Ordinances, as amended, as a whole.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and the publication of its caption, and it is so ordained.

DULY PASSED by the City Council of the City of Parker, Collin County, Texas, on the 20th day of January, 2015.




APPROVED:



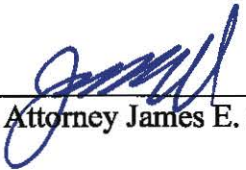
Mayor Z. Marshall

ATTEST:



City Secretary Carrie L. Smith

APPROVED AS TO FORM:



City Attorney James E. Shepherd



Council Agenda Item

Item 6
City Secretary Use Only

Budget Account Code:	Meeting Date:	September 18, 2018
Budgeted Amount:	Department/ Requestor:	Councilmember Standridge/Mayor Pro Tem Raney
Fund Balance-before expenditure:	Prepared by:	City Secretary
Estimated Cost:	Date Prepared:	September 13, 2018
Exhibits:	None	

AGENDA SUBJECT

DISCUSSION ON HOME RULE. [STANDRIDGE/RANEY]

SUMMARY

On September 10, 2018, Councilmember Ed Standridge emailed Mayor Lee Pettie, requesting an item to discuss Home Rule be placed on the agenda. Mayor Pro Tem Raney emailed September 12, 2018, requesting the item be placed on the September 18, 2018 agenda.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
Acting City Administrator:	<i>Johanna Boyd</i>	<i>JB</i>	Date: 09/14/2018

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
2018			
TBD	2018 City Fee Schedule	Pettle/Olson	2015-16 Approved 2/29; added 2016-17 to FAI
TBD	Staff Contract Policy	Shelby/Staff	10/18/16 CC Mtg; 2018 0809 Pettle
TBD	Municipal Complex Update	Raney	General Update from time to time
TBD	Plaques	Pettle	
TBD	Facility Update	Raney	
TBD	Transportation Update	Standridge	
TBD	Drainage Committee Update	Taylor	
TBD	Home Rule	Raney	
TBD	CO-GO Workshop	Pettle	
TBD	Commission for Community Events, Tree Program, Trails, etc.	Pettle	
Jan., Apr., July., Oct,	Republic Waste Report	Bernas	REQUIRED PER ORDINANCE AND AGREEMENT.
Jan., Apr., July, Oct.	Fire Dept. Report	Sheff/Miller/Flowers	
Jan., Apr., July, Oct.	Investment Report	Savage	10/24/14; 01/17/18;
Oct	PD Radio PAWN - Automatic termination 9/30/2018	Sheff/Miller/Flowers	Res. No. 2010-307; 2015-472 p.7; 120 Ext.
October	Sensus Water Meter update	Pettle	2018 0813; 2018 0605 - Projected complete in 60 days
October 1, 2018	Reminder - Water Rate Inc. 10/1/2016-2020	C'Sec	Ord. 739, 08102016
October	FYI - TML 10/09-12/2018 - Ft. Worth		
October	Advertise, Bid & Award Annual Mowing Contract - 2018	Machado	RESOLUTION NO. 2017-552 - Expires 9/30/18 - include tree trimming - 20180612 BWS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
October	Reminder for Dec. Depository Services Bid - check w/GS	Savage	2nd 1year extension (2017 1205 1st) See agrmt



Parker Police Department

Memorandum



National Night Out 2018

News Alert! Your Police and Fire Personnel will be out helping to combat crime and celebrating National Night Out 35th Anniversary! Please join us.

National Night Out, an annual, nationwide Neighborhood Watch campaign, is held in early October (Texas only). This program promotes involvement in local crime and drug prevention activities, strengthens police-community partnerships, and encourages neighborhood camaraderie as part of our national efforts to let criminals know that not only in America and the State of Texas are united, but the City of Parker is also dedicated to building a safer and more caring community. Along with the traditional “lights on” and front porch vigils, cities and towns across America celebrate NNO with a variety of events and activities such as: block parties, cookouts, parades, flashlight walks, visits from local police, and safety demonstrations.

National Night Out is held each year to encourage people throughout the nation to come outside and join their neighbors in giving neighborhood crime a “going away” party. Texas is the only state for now that is celebrating this program during the month of October.

National Night Out 2018 will take place on Tuesday, October 2. Register your neighborhood for this year's event today. Registration is free and gives Police, Fire and other City representatives an opportunity to attend local events as time and circumstances permit. You do NOT have to be a current Neighborhood Watch neighborhood to participate. National Night Out is for everyone! Register now and begin planning your event as soon as possible.

To register email or call Sergeant John Paul with the Parker Police Department at jpaul@parkertexas.us or 972-442-0333 ext. 267.

Once your neighborhood is registered we will put you on our list of event sites to visit during the evening, so you can meet the members of your Police



Parker Police Department



Memorandum

Department. We make every effort to visit as many events as possible. So please do your best to support this effort in helping us combating crime within our great City of Parker.

We look forward to having our Mayor and City Council participate as time allows.

Yours In Community Policing,

A handwritten signature in black ink that reads 'John Paul'.

John Paul

Police Sergeant/Community Officer



POLICE • COMMUNITY PARTNERSHIPS