

**From:** [Cyndi Daugherty](#)  
**To:** [Luke Olson](#); [Lee Pettle](#); [Patti Grey](#)  
**Cc:** [REDACTED]  
**Subject:** Fwd: Noise disturbance from Southfork Ranch  
**Date:** Wednesday, October 2, 2019 4:31:18 PM

---

I am forwarding an email I sent to the Parker City Council back on September 16th, with regard to a noise complaint. I have not gotten a response from anyone on the email below. I am asking that the email be read at the city council meeting so it gets into the public record.

Thank you,  
Cyndi Daugherty

Paca D'Lites Ranch  
Parker, TX 75002  
[www.pacadlites.com](http://www.pacadlites.com)

----- Forwarded message -----

From: [REDACTED]  
Date: Mon, Sep 16, 2019 at 6:19 PM  
Subject: Noise disturbance from Southfork Ranch  
To: [REDACTED] Patrick Taylor  
[REDACTED]  
Cc: Trudy Jackson [REDACTED], Mary Cavanaugh <[REDACTED]>, Joni Coble <[REDACTED]>, Dana Davies <[REDACTED]>, Gina Anderson <[REDACTED]>, Krystal <[REDACTED]>, Vincent Wolniewicz <[REDACTED]>, John Paul <[REDACTED]>, Kenney <[REDACTED]>, <[REDACTED]>

Good afternoon,

My name is Cyndi Daugherty and I live at 3603 Hogge Drive. On Saturday, August 31, 2019, there was a concert / festival across the street at Southfork Ranch. The music was unbelievably loud. Every other event in the past, we can always hear the bass beating, but never the lyrics. This time was so very loud that not only could we hear the lyrics clearly in our backyard, but we also could hear it very clearly in our house, behind closed doors. This has happened once before about this same time of year. I'm unaware if it is the same group event or not. Five of my neighbors were texting asking how loud it was at our house, because they said it was "unbearable" at their houses. I agreed. I am copying each of them on this email. We turned our television up loud to try and drown out the sound. Then, it just got to where our senses were overloaded. There was no escape anywhere in our own home.

We are confused as to why Southfork Ranch or the city has not put a stop to the noise "abuse" from events like this? The majority of the events that take place at Southfork Ranch have been fine and we don't have a problem with those events. This event exceeded prior noise levels and lasted well into the night, past the hour that most people go to sleep.

We are looking for your help in resolving this issue. I am unable to attend Tuesday evening council meetings. Thus, the reason for my email. We have lived at this address in Parker since 1992, for 27 years. We love this city and we love our neighbors. We have never complained the entire time we have been living here. We didn't even complain last year at this time when the noise was equally loud. It's one thing to have the noise super loud in our back yard, barn and pasture. It's quite another when it is loud within our own home. We have asked for assistance from the police, but are told they cannot do anything because we don't have a noise ordinance that restricts this type of problem. The restrictions must come from the city level, via the city council. We've tried contacting Southfork Ranch, via what appears to be Forever Resorts, but have not gotten a response. Any assistance you can provide would be most appreciated.

Sincerely,  
Cyndi Daugherty



## AGENDA

### CITY COUNCIL MEETING

**OCTOBER 15, 2019 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, October 15, 2019 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.

#### ITEMS OF COMMUNITY INTEREST

- HOME RULE CHARTER COMMISSION (HRCC) – TUESDAY, OCTOBER 22, 2019, 7:00 PM
- HOUSEHOLD HAZARDOUS WASTE DISPOSAL SATURDAY, OCTOBER 26, 2019, 10:00 AM – 2:00 PM
- NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 26, 2019, 10:00 AM – 2:00 PM
- 2019 NOV. EARLY VOTING PERIOD AND ELECTION DAY (NOV. 5) INFORMATION

• Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 20	Oct 21 Early Voting 8am–5pm	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 7am–7pm
Oct 27 Early Voting 1pm–6pm	Oct 28 Early Voting 7am–7pm	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
Nov 3	Nov 4	Nov 5 Election Day 7am – 7pm				

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

1. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 17, 2019. [SCOTT GREY]

2. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, POLICE AND WEBSITE
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-620 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2019-2020. [SHELBY]

## INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF PARKER, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019", INCLUDING THE ADOPTION OF ORDINANCE NO. 784, AUTHORIZING THE ISSUANCE OF SUCH BONDS AND ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF SUCH BONDS. [BOND COUNSEL MACHA/SETTLE/SHELBY]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 775, UPDATING ORDINANCE NO. 459 (SOLICITORS AND PEDDLERS REGULATIONS). [SHELBY] **[06182019 – SENT TO CITY ATTORNEY FOR REVIEW AND POSSIBLE UPDATES]**
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 776, UPDATING ORDINANCE NO. 358 (FIRE AND POLICE ALARM SYSTEMS REGULATIONS). [SHELBY] **[06182019 – SENT TO CITY ATTORNEY FOR REVIEW AND POSSIBLE UPDATES]**

## ROUTINE ITEMS

7. FUTURE AGENDA ITEMS

### UPDATE(S):

- HOME RULE CHARTER COMMISSION (HRCC) [SHELBY]
- ACCEPTANCE OF CITY OF PARKER POLICE DEPARTMENT AND FIRE DEPARTMENT DONATIONS FOR THE RECORD [PETTLE]

### FIRE

Phil & JoAnn DeNitto - Check #10486 - \$50.00

Chris G. Polito Margie G. Polito - Check #4084 - \$50.00

Dublin Road Estates - \$10.00

### POLICE

Phil & JoAnn DeNitto - Check #10482 - \$50.00

Chris G. Polito Margie G. Polito - Check #4085 - \$50.00

Dublin Road Estates - \$20.00

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

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

- a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation
- c. Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly conflicts with this chapter (Open Meetings Act)

9. RECONVENE REGULAR MEETING.

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

11. 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 October 11, 2019 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

---

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.



## Council Agenda Item

Item 1  
C'Sec Use Only

Budget Account Code:	Meeting Date: October 15, 2019
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: October 8, 2019
Exhibits:	<a href="#"><u>Proposed Minutes</u></a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR SEPTEMBER 17, 2019. [SCOTT GREY]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/11/2019
City Attorney:		Date:	
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	10/12/2019

**MINUTES**  
**CITY COUNCIL MEETING**  
**SEPTEMBER 17, 2019**

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

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

Mayor Lee Pettle called the meeting to order at 7:01 p.m. Councilmembers Diana M. Abraham, Cindy Meyer, Edwin Smith, Ed Standridge and Patrick Taylor (arrived at 7:46 p.m.) were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage, City Attorney Brandon Shelby (arrived at 7:55 p.m.), Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Chief Richard Brooks

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Trudy Jackson led the pledge.

TEXAS PLEDGE: Billy Barron led the pledge.

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

Trudy Jackson, 3607 Hogge Drive (located across the street from Southfork Ranch), stated she was present at tonight's City Council meeting on behalf of herself and nearby neighbors. Ms. Jackson said she and her neighbors were disturbed by the noise emanating from Southfork Ranch's Arabian Festival. She noted one family was celebrating their 93-year-old relative's birthday outside and had to take the event inside. The Master of Ceremonies was extremely loud, talking over the music for hours. Ms. Jackson said she is glad the City formed a noise committee to investigate such issues and is looking forward to serving with the committee.

**ITEMS OF COMMUNITY INTEREST**

- HOME RULE CHARTER COMMISSION (HRCC) – MONDAY, SEPTEMBER 23, 2019, 7:00 PM
- COLLIN COUNTY PEANUT BUTTER DRIVE SEPTEMBER 1-30 “SAVE THE DATE” SPREAD THE HOPE. [PETTLE] [PROCLAMATION]

Mayor Pettle presented a proclamation, recognizing September as “Spread the Hope Collin County Peanut Butter Drive” and recognizing the invaluable contributions by the City of Parker, Texas’ residents. The Mayor also urged residents to drop off peanut butter in the lobby of City Hall for the benefit of the North Texas Food Bank until September 30<sup>th</sup>.

- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 1, 2019, 6:00 P.M. – 9:00 P.M

- HOUSEHOLD HAZARDOUS WASTE DISPOSAL SATURDAY, OCTOBER 26, 2019, 10:00 AM – 2:00 PM
- NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 26, 2019, 10:00 AM – 2:00 PM
- WATER RATES

Water Rates - Residential	Effective Oct. 2016	Effective Oct. 2017	Effective Oct. 2018	Effective Oct. 2019	Effective Oct. 2020
Min Chg. - Includes 1 <sup>st</sup> 4,000 Gal	\$ 40.00	40.00	40.00	40.00	40.00
Volume Rate Per 1,000 Gal.					
4,001 15,000	\$ 3.55	3.85	4.10	4.20	4.35
15,000 30,000	\$ 4.35	4.75	5.10	5.25	5.40
30,001 50,000	\$ 5.45	5.95	6.35	6.55	6.75
50,001 70,000	\$ 8.70	9.50	10.15	10.45	10.75
70,001 Above	\$ 12.00	13.10	14.00	14.40	14.85

- 2019 NOV. EARLY VOTING PERIOD AND ELECTION DAY (NOV. 5) INFORMATION

• Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 20	Oct 21 Early Voting 8am–5pm	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 7am–7pm
Oct 27 Early Voting 1pm–6pm	Oct 28 Early Voting 7am–7pm	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
Nov 3	Nov 4	Nov 5 Election Day 7am – 7pm				

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

1. APPROVAL OF MEETING MINUTES FOR AUGUST 20, 2019. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR AUGUST 27, 2019. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 3, 2019. [SCOTT GREY]
4. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE

MOTION: Councilmember Meyer moved to approve consent agenda items 1 through 4 as presented. Councilmember Standridge seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

## INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-617 APPROVING THE EXECUTION OF ANIMAL CONTROL SERVICES THROUGH AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND CITY OF MURPHY, TEXAS. [BROOKS]

MOTION: Councilmember Smith moved to approve Resolution No. 2019-617 approving the execution of animal control services through an interlocal agreement between the City of Parker and City of Murphy, Texas. Councilmember Abraham seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-618 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT

AMENDMENT NO. 1 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]

MOTION: Councilmember Abraham moved to approve Resolution No. 2019-618, approving and providing for the execution of contract amendment no. 1 Jail Services between the City of Parker and Collin County. Councilmember Meyer seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 782, ADOPTING CHANGES TO THE CITY FEE SCHEDULE TO COMPLY WITH TEXAS LEGISLATIVE HOUSE BILL 852 (BUILDING PERMIT FEE BASED ON VALUE OF CONSTRUCTION). [OLSON/MACHADO]

MOTION: Councilmember Abraham moved to approve Ordinance No. 782, adopting changes to the City Fee Schedule to comply with Texas Legislative House Bill 852 (Building Permit Fee, based on value of construction). Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 783, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2019 RATE REVIEW MECHANISM FILING; 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 ORDINANCE 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 ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL. [SHELBY]

MOTION: Councilmember Standridge moved to approve on Ordinance No. 783, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division. Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-619 APPROVING A MODIFICATION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO AND CITY OF PARKER, TEXAS FOR FIRE DEPARTMENT DISPATCH SERVICES. [SHEFF]

MOTION: Councilmember Abraham moved to approve Resolution No. 2019-619 approving a modification of the interlocal agreement between the City of Plano and City of Parker, Texas for Fire Department Dispatch Services. Councilmember Meyer seconded with Councilmembers Abraham, Meyer, Smith, and Standridge voting for the motion. Motion carried 4-0.

## ROUTINE ITEMS

### 10. FUTURE AGENDA ITEMS

#### UPDATE(S):

- HOME RULE CHARTER COMMISSION (HRCC) [SHELBY]

The HRCC will meet on Monday, September 23, 2019, at 7:00 p.m. to continue discussion on forms of government. Mayor Pettle urged everyone to attend the meetings. The meetings are open to the public.

- CAPITAL IMPROVEMENTS PROGRAM (CIP) [OLSON/MACHADO/TAYLOR]

City Administrator Olson indicated the CIP is a work in progress. He and the committee are diligently working to identify all the CIPs and to develop a spreadsheet to show the projects and their progress.

- COMMUNICATIONS [ABRAHAM]

City Councilmember Abraham noted she met with Chiefs Brooks and Sheff, discussing ways to establish an effective communication system for the City of Parker and its residents, during emergency events such as severe weather. Ms. Abraham said they were looking at different options such as sirens and weather applications. They were looking for short- and long-term solutions as well as multi-layered approaches. Councilmember Abraham also stated she plans to contact our neighboring cities to see what they may be using or to see if the cities can work together for more cost-effective solutions to be more fiscally responsible.

Councilmember Taylor arrived at 7:46 p.m.

- MUNICIPAL COURT [PETTLE/OLSON]

City Administrator Olson discussed many pros to the Municipal Court moving to days vs. evenings. Mr. Olson said for the most part it has been a positive experience for all.

Mayor Pettle asked if there were any items to be added to the future agenda. Hearing none, she encouraged everyone to email her any requests. She noted once again the October 1, 2019 City Council meeting was canceled due to National Night Out (NNO); therefore, the next regularly scheduled meeting would be Tuesday, October 15, 2019.

Mayor Pettle congratulated Finance/H.R. Manager Grant Savage for one (1) year of service with the City of Parker.

City Attorney Shelby arrived at 7:55 p.m.

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

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

- a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation

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

Mayor Pettle recessed the regular meeting to Executive Session at 7:55 p.m.

**12. RECONVENE REGULAR MEETING.**

Mayor Pettle reconvened the meeting at 9:30 p.m.

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

No action was taken.

**14. ADJOURN**

Mayor Lee Pettle adjourned the meeting at 9:31 p.m.

APPROVED:

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

Approved on the 15th day  
of October, 2019.

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

**ANIMAL CONTROL AUGUST 2019**

Call #	Date:	8/2/2019	Caller Remarks:	WELFARE CONCERN FOR DONKEY.VG		
1	Invoice Type:	No Charge		Expected Charge:	\$0.00	
	Call Type	Action Taken By:		Response	Disposition	
	Other	Murphy Animal Control		Other	NA	
Call #	Date:	8/15/2019	Caller Remarks:	CAT BITE. VG		
2	Invoice Type:	Service Fee Only		Expected Charge:	\$50.00	
	Call Type	Action Taken By:		Response	Disposition	
	Animal Bite	Murphy Animal Control		Other	Quarantined/Follow Up	
Call #	Date:	8/19/2019	Caller Remarks:	CONCERN ABOUT LLAMA WELFARE. VG		
3	Invoice Type:	No Charge		Expected Charge:	\$0.00	
	Call Type	Action Taken By:		Response	Disposition	
	Other	City Personnel		Other	NA	
				<b>TOTAL=</b>	<b>\$50.00</b>	

<b>Fiscal Year Budget = \$6,000</b>
<b>Fiscal Year Charges</b>
<b>October = 140.95</b>
<b>November = 300.00</b>
<b>December = 680.00</b>
<b>January = 50.00</b>
<b>February = 280.00</b>
<b>March = 840.00</b>
<b>April = 500.00</b>
<b>May = 450.00</b>
<b>June= 590.00</b>
<b>July= 700.00</b>
<b>August= 50.00</b>
<b>September=</b>
<b>Total= \$4,580.95</b>



## BUILDING PERMIT TOTALS

Sept-19

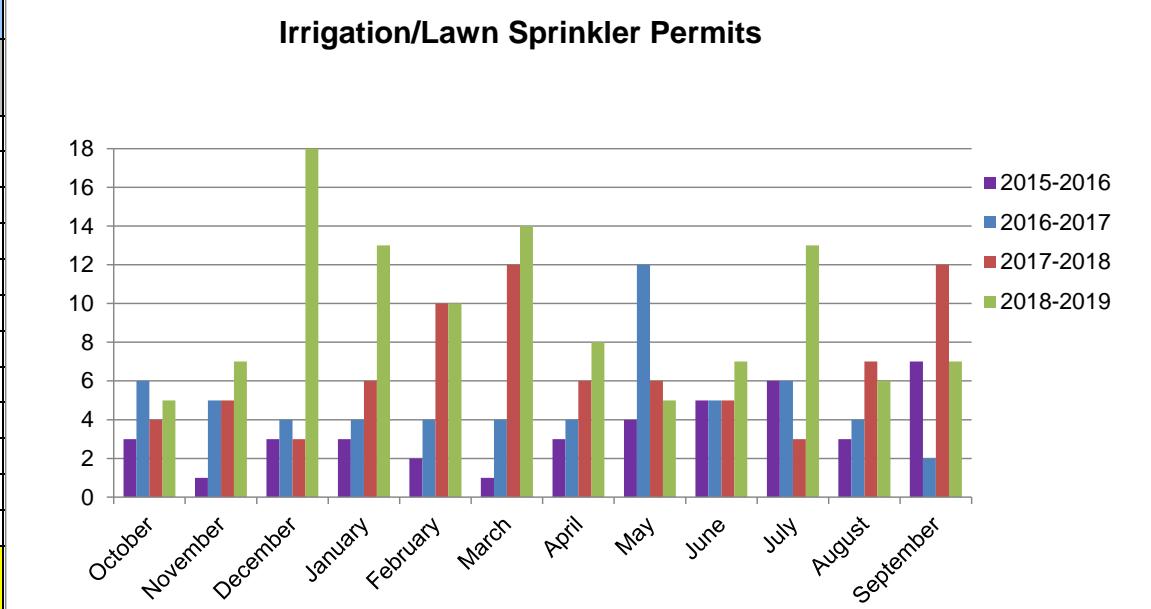
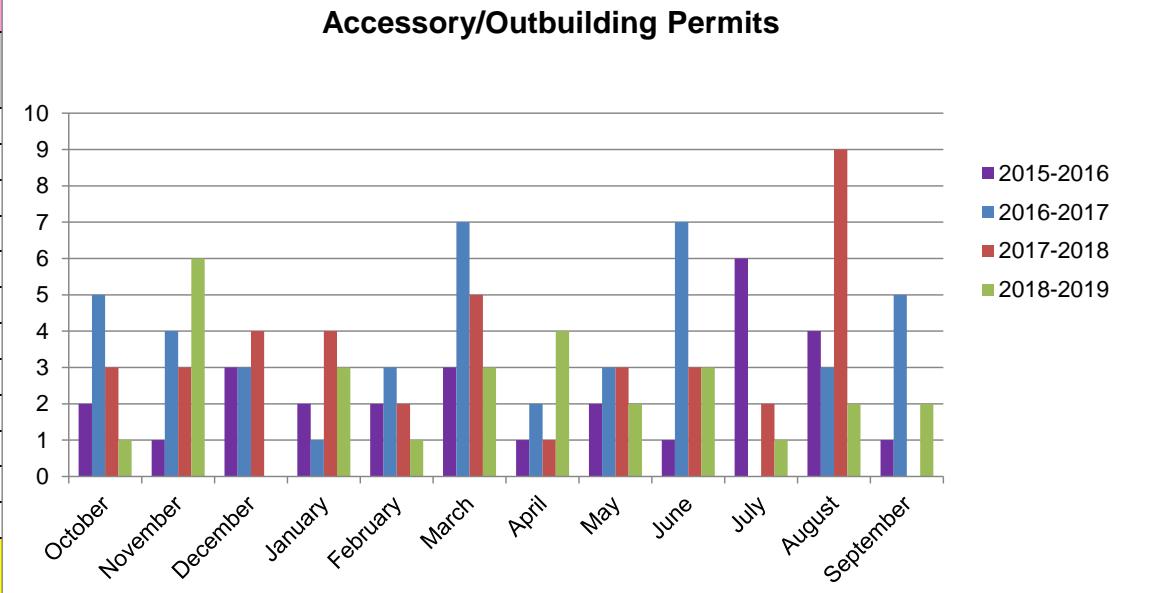
ACCESSORY/OUTBUILDING PERMITS	2
IRRIGATION/LAWN SPRINKLER PERMITS	7
MISCELLANEOUS PERMITS	20
SWIMMING POOL PERMITS	0
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	6
INSPECTIONS	168

# PERMIT GRAPHS

Accessory/Outbuildings Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	2	5	3	1
November	1	4	3	6
December	3	3	4	0
January	2	1	4	3
February	2	3	2	1
March	3	7	5	3
April	1	2	1	4
May	2	3	3	2
June	1	7	3	3
July	6	0	2	1
August	4	3	9	2
September	1	5	0	2
Y-T-D Total	28	43	39	28

Irrigation/Lawn Sprinkler Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	3	6	4	5
November	1	5	5	7
December	3	4	3	18
January	3	4	6	13
February	2	4	10	10
March	1	4	12	14
April	3	4	6	8
May	4	12	6	5
June	5	5	5	7
July	6	6	3	13
August	3	4	7	6
September	7	2	12	7
Y-T-D Total	41	60	79	113

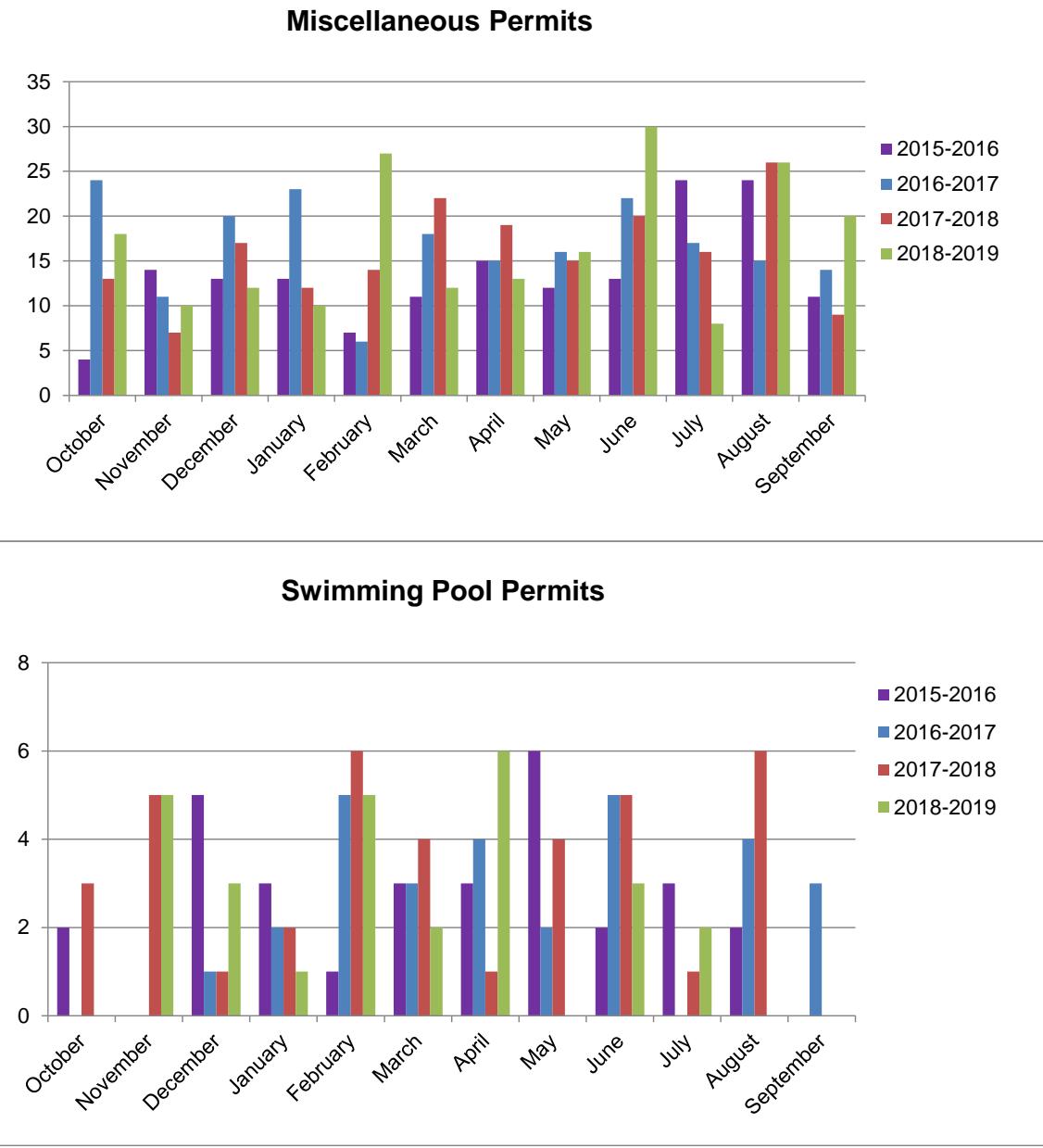


# PERMIT GRAPHS

Miscellaneous Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	4	24	13	18
November	14	11	7	10
December	13	20	17	12
January	13	23	12	10
February	7	6	14	27
March	11	18	22	12
April	15	15	19	13
May	12	16	15	16
June	13	22	20	30
July	24	17	16	8
August	24	15	26	26
September	11	14	9	20
Y-T-D Total	161	201	190	202

Swimming Pool Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	2	0	3	0
November	0	0	5	5
December	5	1	1	3
January	3	2	2	1
February	1	5	6	5
March	3	3	4	2
April	3	4	1	6
May	6	2	4	0
June	2	5	5	3
July	3	0	1	2
August	2	4	6	0
September	0	3	0	0
Y-T-D Total	30	29	38	27

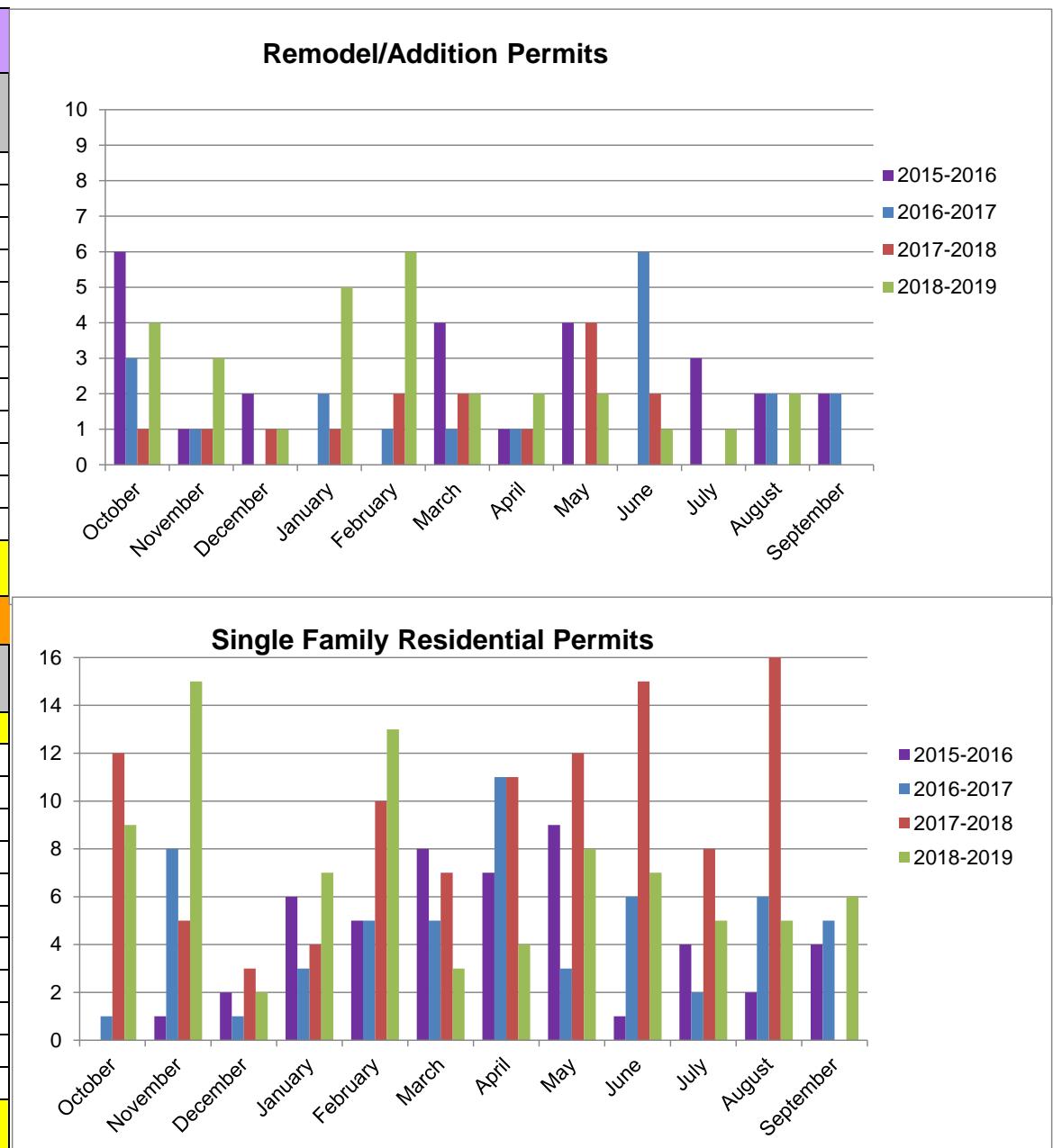


# PERMIT GRAPHS

Remodel/Addition Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	6	3	1	4
November	1	1	1	3
December	2	0	1	1
January	0	2	1	5
February	0	1	2	6
March	4	1	2	2
April	1	1	1	2
May	4	0	4	2
June	0	6	2	1
July	3	0	0	1
August	2	2	0	2
September	2	2	0	0
Y-T-D Total	25	19	15	29

Single Family Residential Building Permits				
Fiscal Year	2015-2016	2016-2017	2017-2018	2018-2019
October	0	1	12	9
November	1	8	5	15
December	2	1	3	2
January	6	3	4	7
February	5	5	10	13
March	8	5	7	3
April	7	11	11	4
May	9	3	12	8
June	1	6	15	7
July	4	2	8	5
August	2	6	29	5
September	4	5	0	6
Y-T-D Total	49	56	116	84



CITY OF PARKER  
PERMIT LOG SEPTEMBER 2019

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
2019-1021	9/3/2019	ACC	3212 DUBLIN RD	TEXOMA BARN COMPANY	POLE BARN	\$49,000	1,888	\$200.00	NA	NA	NA	NA
2019-1022	9/12/2019	ACC	4604 SALISBURY DR	CUSTOM SHEDS BY KEITH	UTILITY SHED	\$9,000	154	\$100.00	NA	NA	NA	NA
2019-6037	9/11/2019	DR/CUL	5103 CHESHIRE LN	KEN CHENG	DRIVEWAY ENTRANCE PATHWAY	NA	NA	\$75.00	NA	NA	NA	NA
2019-6039	9/12/2019	DR/CUL	4803 WHITESTONE DR	ECD	DRAINAGE CULVERT	NA	NA	\$75.00	NA	NA	NA	NA
2019-6040	9/12/2019	DR/CUL	5610 GREGORY LN	HO	DRIVEWAY ADDITION	NA	NA	\$75.00	NA	NA	NA	NA
2019-6038	9/16/2019	DR/CUL	5206 MIDDLETON DR	SOLIZ CONCRETE	DRIVEWAY	NA	NA	\$75.00	NA	NA	NA	NA
2019-6043	9/24/2019	DR/CUL	2603 DUBLIN RD	RDC HOME SERVICES	DRIVEWAY	NA	NA	\$75.00	NA	NA	NA	NA
2019-2019	9/4/2019	ELEC	4112 BROOKWOOD DR	SAWYERS ELECTRIC	METER BASE	NA	NA	\$75.00	NA	NA	NA	NA
2019-2021	9/24/2019	ELEC	6607 STAFFORD DR	ABR ELECTRIC	60 AMP EV CHARGER	NA	NA	\$75.00	NA	NA	NA	NA
2019-3018	9/13/2019	FSPR	5202 WESTFIELD DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-3019	9/13/2019	FSPR	5200 MIDDLETON DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-3020	9/13/2019	FSPR	5208 WESTFIELD DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-3022	9/13/2019	FSPR	7603 WINDOMERE DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-3023	9/13/2019	FSPR	5304 MIDDLETON DR	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-3024	9/13/2019	FSPR	6701 CHILTON CT	RESCOM FIRE SYSTEMS	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA	NA
2019-4077	9/4/2019	IRR	5100 AMHERST CT	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA
2019-4078	9/4/2019	IRR	7503 WINDOMERE CT	SHANE BURKE IRRIGATION	IRRIGATION SYSTEM	\$2,000	NA	\$75.00	NA	NA	NA	NA
2019-4079	9/5/2019	IRR	4603 BRYCE DR	LAWN LIQUID IRRIGATION	IRRIGATION SYSTEM	\$1,200	NA	\$75.00	NA	NA	NA	NA
2019-4080	9/5/2019	IRR	4703 BRYCE DR	LAWN LIQUID IRRIGATION	IRRIGATION SYSTEM	\$1,200	NA	\$75.00	NA	NA	NA	NA
2019-4081	9/10/2019	IRR	4700 BRYCE DR	LAWN LIQUID IRRIGATION	IRRIGATION SYSTEM	\$1,200	NA	\$75.00	NA	NA	NA	NA
2019-4083	9/12/2019	IRR	5700 GREGORY LN	M..L. JOHNSON_IRRIGATION SYSTEM	IRRIGATION SYSTEM	\$1,100	NA	\$75.00	NA	NA	NA	NA

**CITY OF PARKER  
PERMIT LOG SEPTEMBER 2019**

**INSPECTION LOG**  
**SEPTEMBER 2019**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20191017	4906 DUBLIN CREEK CIR	ACC	PLUMBING ROUGH	9/17/2019	9/17/2019	TRUE		ISS	1
20191014	5301 ENGLENOOK DR	ACC	FRAMING	9/4/2019	9/4/2019	TRUE		ISS	1
20191014	5301 ENGLENOOK DR	ACC	PLUMBING TOP-OUT	9/4/2019	9/4/2019	TRUE		ISS	1
20191014	5301 ENGLENOOK DR	ACC	ELECTRICAL ROUGH	9/4/2019	9/4/2019	TRUE		ISS	1
20191014	5301 ENGLENOOK DR	ACC	MECHANICAL ROUGH	9/4/2019	9/4/2019	TRUE		ISS	1
20161028	3706 MARGAUX DR	ACC	FRAMING	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
20161028	3706 MARGAUX DR	ACC	PLUMBING TOP-OUT	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
20161028	3706 MARGAUX DR	ACC	ELECTRICAL ROUGH	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
20161028	3706 MARGAUX DR	ACC	MECHANICAL ROUGH	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
20196043	2603 DUBLIN RD	DR/CUL	DRIVEWAY/CULVERT	9/25/2019	9/25/2019	TRUE		FINAL	1
20192019	4112 BROOKWOOD DR	ELEC	METER RELEASE - ELECTRIC	9/5/2019	9/5/2019	TRUE		FINAL	1
20192021	6607 STAFFORD DR	ELEC	FINAL	9/25/2019	9/25/2019	TRUE		FINAL	1
20193021	5412 GREGORY LN	FSPR	FIRE HYDRO VISUAL	9/12/2019	9/12/2019	TRUE		ISS	1
20194040	5305 WESTFIELD DR	IRR	BACKFLOW CERTIFICATE ON FILE	9/4/2019	9/4/2019	TRUE		FINAL	1
20194044	5303 WESTFIELD DR	IRR	BACKFLOW CERTIFICATE ON FILE	9/4/2019	9/4/2019	TRUE		FINAL	1
20194077	5100 AMHERST CT	IRR	BACKFLOW CERTIFICATE ON FILE	9/4/2019	9/4/2019	TRUE		FINAL	1
20194076	6306 SOUTHRIDGE PKWY	IRR	BACKFLOW CERTIFICATE ON FILE	9/25/2019	9/25/2019	TRUE		FINAL	1
20194047	5007 CHESHIRE LN	IRR	BACKFLOW CERTIFICATE ON FILE	9/30/2019	9/30/2019	TRUE		FINAL	1
20194073	5401 CHEYENNE DR	IRR	BACKFLOW CERTIFICATE ON FILE	9/25/2019	9/25/2019	TRUE		FINAL	1
20194071	6701 ERIN LN	IRR	BACKFLOW CERTIFICATE ON FILE	9/12/2019	9/12/2019	TRUE		FINAL	1
20194057	5309 KIRKDALE DR	IRR	BACKFLOW CERTIFICATE ON FILE	9/18/2019	9/18/2019	TRUE		FINAL	1
20194060	4706 SHEFFIELD CT	IRR	BACKFLOW CERTIFICATE ON FILE	9/18/2019	9/18/2019	TRUE		FINAL	1
20194078	7503 WINDOMERE CT	IRR	BACKFLOW CERTIFICATE ON FILE	9/24/2019	9/24/2019	TRUE		FINAL	1
20195036	5303 EASTGATE LN	MECH	FINAL	9/24/2019	9/24/2019	TRUE		FINAL	1
20195037	4205 PARKER RD E	MECH	FINAL	9/16/2019	9/16/2019	TRUE		FINAL	1
20195032	4303 SPRINGHILL ESTATES	MECH	FINAL	9/12/2019	9/12/2019	TRUE		FINAL	1
20197043	4511 PECAN ORCHARD DR	PLUM	PLUMBING FINAL	9/19/2019	9/19/2019	TRUE		FINAL	1

**INSPECTION LOG**  
**SEPTEMBER 2019**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20197045	6004 BRACKNELL DR	PLUM	WATER HEATER	9/23/2019	9/23/2019	TRUE		FINAL	1
20197044	5105 ENGLENOOK DR	PLUM	WATER HEATER	9/18/2019	9/18/2019	TRUE		FINAL	1
201910018	4613 BRYCE DR	POOL	GAS LINE TO HEATER	9/19/2019	9/19/2019	TRUE		ISS	1
201910018	4613 BRYCE DR	POOL	DECK STEEL	9/17/2019	9/17/2019	TRUE		ISS	1
201910017	4603 MEADOW RIDGE	POOL	DECK STEEL	9/11/2019	9/11/2019	TRUE		ISS	1
201910012	5400 TENNYSON CT	POOL	POOL PROTECTION CERTIFICATION	9/10/2019	9/10/2019	TRUE		FINAL	1
201980016	3706 MARGAUX DR	REMOD	FRAMING	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
201980016	3706 MARGAUX DR	REMOD	PLUMBING TOP-OUT	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
201980016	3706 MARGAUX DR	REMOD	ELECTRICAL ROUGH	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
201980016	3706 MARGAUX DR	REMOD	MECHANICAL ROUGH	9/24/2019	9/25/2019	TRUE	FAILED 9/24	ISS	2
201980017	2101 VIRGINIA PL	REMOD	OTHER	9/17/2019	9/17/2019	TRUE	ATTIC	ISS	1
201980017	2101 VIRGINIA PL	REMOD	ELECTRICAL ROUGH	9/17/2019	9/17/2019	TRUE		ISS	1
201980017	2101 VIRGINIA PL	REMOD	PLUMBING ROUGH	9/17/2019	9/17/2019	TRUE		ISS	1
201980017	2101 VIRGINIA PL	REMOD	FRAMING	9/17/2019	9/17/2019	TRUE		ISS	1
20199041	5102 KINGSTON CT	SFR	T-POLE	9/3/2019	9/3/2019	TRUE		ISS	1
20199036	6413 LUDLOW LN	SFR	PLUMBING ROUGH	9/26/2019	9/26/2019	TRUE		ISS	1
20199036	6413 LUDLOW LN	SFR	FORM SURVEY	9/26/2019	9/26/2019	TRUE		ISS	1
20189110	5302 BARRINGTON DR	SFR	METER RELEASE - ELECTRIC	9/12/2019	9/12/2019	TRUE		ISS	1
20199028	5205 BELVEDERE DR	SFR	DRIVEWAY APPROACH	9/30/2019	9/30/2019	TRUE		ISS	1
20199042	5204 BELVEDERE DR	SFR	T-POLE	9/11/2019	9/11/2019	TRUE		ISS	1
20199042	5204 BELVEDERE DR	SFR	PLUMBING ROUGH	9/30/2019	9/30/2019	TRUE		ISS	1
20199042	5204 BELVEDERE DR	SFR	FORM SURVEY	9/30/2019	9/30/2019	TRUE		ISS	1
20199038	4611 BRYCE DR	SFR	PLUMBING TOP-OUT	9/12/2019	9/12/2019	TRUE		ISS	1
20199038	4611 BRYCE DR	SFR	ELECTRICAL ROUGH	9/12/2019	9/12/2019	TRUE		ISS	1
20199038	4611 BRYCE DR	SFR	MECHANICAL ROUGH	9/12/2019	9/12/2019	TRUE		ISS	1
20199038	4611 BRYCE DR	SFR	FRAMING	9/12/2019	9/12/2019	TRUE		ISS	1
20199050	4700 BRYCE DR	SFR	PLUMBING ROUGH	9/30/2019	9/30/2019	TRUE		ISS	1

**INSPECTION LOG**  
**SEPTEMBER 2019**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20199050	4700 BRYCE DR	SFR	FORM SURVEY	9/30/2019	9/30/2019	TRUE		ISS	1
20199021	4703 BRYCE DR	SFR	METER RELEASE - ELECTRIC	9/19/2019	9/19/2019	TRUE		ISS	1
20199021	4703 BRYCE DR	SFR	METER RELEASE - GAS	9/19/2019	9/19/2019	TRUE		ISS	1
20199027	4802 BRYCE DR	SFR	METER RELEASE - ELECTRIC	9/19/2019	9/24/2019	TRUE	FAILED 9/19	ISS	2
20199027	4802 BRYCE DR	SFR	METER RELEASE - GAS	9/19/2019	9/19/2019	TRUE		ISS	1
20199004	5005 CHESHIRE LN	SFR	METER RELEASE - ELECTRIC	9/3/2019		FALSE	FAILED 9/3 & 9/6	ISS	2
20199004	5005 CHESHIRE LN	SFR	METER RELEASE - GAS	9/3/2019		FALSE	FAILED 9/3 & 9/6	ISS	2
20189126	5007 CHESHIRE LN	SFR	METER RELEASE - GAS	9/6/2019	9/6/2019	TRUE		FINAL	1
20189126	5007 CHESHIRE LN	SFR	BUILDING FINAL	9/25/2019	9/30/2019	TRUE	FAILED 9/25	FINAL	2
20189126	5007 CHESHIRE LN	SFR	SURVEY PLAT	9/30/2019	9/30/2019	TRUE		FINAL	1
20199018	5009 CHESHIRE LN	SFR	DRIVEWAY APPROACH	9/4/2019	9/4/2019	TRUE		ISS	1
20199018	5009 CHESHIRE LN	SFR	METER RELEASE - ELECTRIC	9/17/2019	9/17/2019	TRUE		ISS	1
20199018	5009 CHESHIRE LN	SFR	METER RELEASE - GAS	9/17/2019	9/17/2019	TRUE		ISS	1
20199007	5100 CHESHIRE LN	SFR	BUILDING FINAL	9/4/2019	9/4/2019	TRUE		FINAL	1
20199007	5100 CHESHIRE LN	SFR	SURVEY PLAT	9/4/2019	9/4/2019	TRUE		FINAL	1
20199046	5208 CHEYENNE DR	SFR	PLUMBING ROUGH	9/12/2019	9/12/2019	TRUE		ISS	1
20199046	5208 CHEYENNE DR	SFR	FORM SURVEY	9/12/2019	9/12/2019	TRUE		ISS	1
20199046	5208 CHEYENNE DR	SFR	T-POLE	9/24/2019	9/24/2019	TRUE		ISS	1
20189121	5209 CHEYENNE DR	SFR	BUILDING FINAL	9/30/2019	9/30/2019	TRUE		FINAL	1
20189121	5209 CHEYENNE DR	SFR	SURVEY PLAT	9/30/2019	9/30/2019	TRUE		FINAL	1
20199005	5401 CHEYENNE DR	SFR	BUILDING FINAL	9/24/2019	9/25/2019	TRUE	FAILED 9/24	FINAL	2
20199005	5401 CHEYENNE DR	SFR	SURVEY PLAT	9/25/2019	9/25/2019	TRUE		FINAL	1
20199037	6504 ERIN LN	SFR	WET WALL	9/30/2019	9/30/2019	TRUE		ISS	1
20199015	6701 ERIN LN	SFR	BUILDING FINAL	9/11/2019	9/12/2019	TRUE	FAILED 9/11	FINAL	2
20199015	6701 ERIN LN	SFR	SURVEY PLAT	9/12/2019	9/12/2019	TRUE		FINAL	1
20199030	6705 ERIN LN	SFR	WET WALL	9/18/2019	9/19/2019	TRUE		ISS	1

**INSPECTION LOG**  
**SEPTEMBER 2019**

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20199013	5412 GREGORY LN	SFR	OTHER	9/19/2019	9/19/2019	TRUE	ZIP WALL	ISS	1
20199013	5412 GREGORY LN	SFR	ELECTRICAL ROUGH	9/9/2019	9/9/2019	TRUE		ISS	1
20199013	5412 GREGORY LN	SFR	FRAMING	9/12/2019	9/12/2019	TRUE		ISS	1
20189053	5700 GREGORY LN	SFR	DRIVEWAY APPROACH	9/18/2019	9/18/2019	TRUE		ISS	1
20189053	5700 GREGORY LN	SFR	BUILDING FINAL	9/30/2019		FALSE	FAILED 9/30	ISS	1
20189053	5700 GREGORY LN	SFR	SURVEY PLAT	9/30/2019	9/30/2019	TRUE		ISS	1
20199034	6308 HOLBROOK CIR	SFR	PLUMBING TOP-OUT	9/5/2019	9/9/2019	TRUE	FAILED 9/5	ISS	2
20199034	6308 HOLBROOK CIR	SFR	ELECTRICAL ROUGH	9/5/2019	9/9/2019	TRUE	FAILED 9/5	ISS	2
20199034	6308 HOLBROOK CIR	SFR	MECHANICAL ROUGH	9/5/2019	9/9/2019	TRUE	FAILED 9/5	ISS	2
20199034	6308 HOLBROOK CIR	SFR	FRAMING	9/5/2019	9/9/2019	TRUE	FAILED 9/5	ISS	2
20199026	3701 JEFFREY DR	SFR	PLUMBING TOP-OUT	9/10/2019	9/12/2019	TRUE	FAILED 9/10	ISS	2
20199026	3701 JEFFREY DR	SFR	ELECTRICAL ROUGH	9/10/2019	9/12/2019	TRUE	FAILED 9/10	ISS	2
20199026	3701 JEFFREY DR	SFR	MECHANICAL ROUGH	9/10/2019	9/12/2019	TRUE	FAILED 9/10	ISS	2
20199026	3701 JEFFREY DR	SFR	FRAMING	9/10/2019	9/12/2019	TRUE	FAILED 9/10	ISS	2
20189106	5009 KINGSTON CT	SFR	BUILDING FINAL	9/25/2019		FALSE	FAILED 9/25	ISS	2
20199048	5010 KINGSTON CT	SFR	T-POLE	9/24/2019	9/24/2019	TRUE		ISS	1
20199041	5102 KINGSTON CT	SFR	PLUMBING ROUGH	9/11/2019	9/11/2019	TRUE		ISS	1
20199041	5102 KINGSTON CT	SFR	FORM SURVEY	9/11/2019	9/11/2019	TRUE		ISS	1
20199040	5104 KINGSTON CT	SFR	PLUMBING ROUGH	9/11/2019	9/11/2019	TRUE		ISS	1
20199040	5104 KINGSTON CT	SFR	FOUNDATION	9/18/2019	9/18/2019	TRUE		ISS	1
20199040	5104 KINGSTON CT	SFR	FOUNDATION	9/24/2019	9/24/2019	TRUE		ISS	1
20199040	5104 KINGSTON CT	SFR	FORM SURVEY	9/11/2019	9/11/2019	TRUE		ISS	1
20199051	5213 KIRKDALE DR	SFR	T-POLE	9/17/2019	9/17/2019	TRUE		ISS	1
20189081	5309 KIRKDALE DR	SFR	BUILDING FINAL	9/18/2019	9/18/2019	TRUE		FINAL	1
20189081	5309 KIRKDALE DR	SFR	SURVEY PLAT	9/18/2019	9/18/2019	TRUE		FINAL	1
20199036	6413 LUDLOW LN	SFR	FOUNDATION	9/5/2019	9/5/2019	TRUE		ISS	1
20199032	5004 LYNWOOD DR	SFR	PLUMBING ROUGH	9/10/2019	9/12/2019	TRUE	FAILED 9/10	ISS	2
20199032	5004 LYNWOOD DR	SFR	FORM SURVEY	9/12/2019	9/12/2019	TRUE		ISS	1

**INSPECTION LOG**  
**SEPTEMBER 2019**

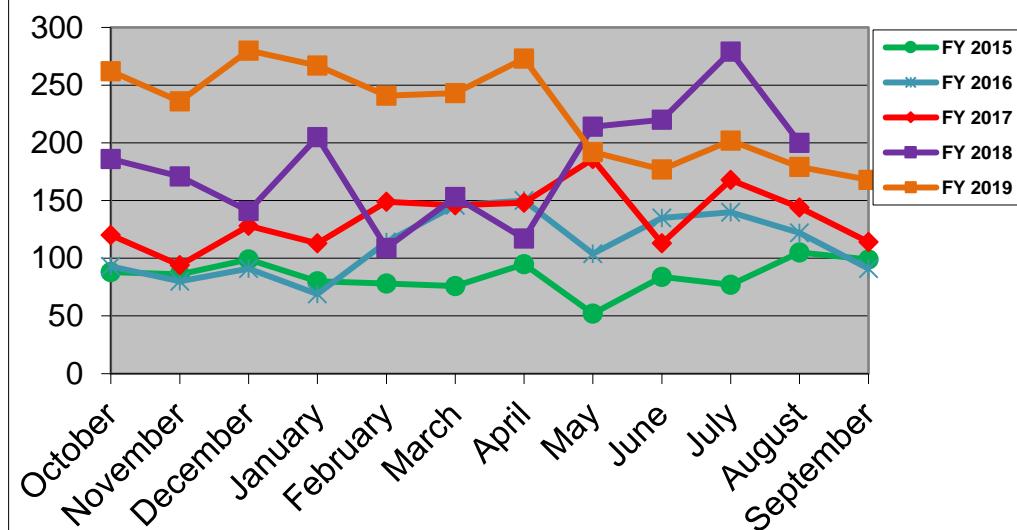
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20199032	5004 LYNWOOD DR	SFR	FOUNDATION	9/24/2019	9/24/2019	TRUE		ISS	1
20199019	5205 MIDDLETON DR	SFR	METER RELEASE - ELECTRIC	9/17/2019	9/17/2019	TRUE		ISS	1
20199019	5205 MIDDLETON DR	SFR	METER RELEASE - GAS	9/17/2019	9/17/2019	TRUE		ISS	1
20199031	5304 MIDDLETON DR	SFR	PLUMBING TOP-OUT	9/9/2019		FALSE	FAILED 9/9 & 9/10	ISS	2
20199031	5304 MIDDLETON DR	SFR	ELECTRICAL ROUGH	9/9/2019		FALSE	FAILED 9/9 & 9/10	ISS	2
20199031	5304 MIDDLETON DR	SFR	MECHANICAL ROUGH	9/9/2019		FALSE	FAILED 9/9 & 9/10	ISS	2
20199031	5304 MIDDLETON DR	SFR	FRAMING	9/9/2019	9/11/2019	TRUE	FAILED 9/9 & 9/10	ISS	2
20189016	4706 SHEFFIELD CT	SFR	BUILDING FINAL	9/18/2019	9/18/2019	TRUE		FINAL	1
20189016	4706 SHEFFIELD CT	SFR	SURVEY PLAT	9/18/2019	9/18/2019	TRUE		FINAL	1
20189066	6306 SOUTHRIDGE PKWY	SFR	METER RELEASE - ELECTRIC	9/5/2019	9/5/2019	TRUE		ISS	1
20189066	6306 SOUTHRIDGE PKWY	SFR	METER RELEASE - GAS	9/5/2019	9/10/2019	TRUE	FAILED 9/4	ISS	2
20189109	5407 WESTFIELD DR	SFR	BUILDING FINAL	9/24/2019		FALSE	FAILED 9/24	ISS	1
20189109	5407 WESTFIELD DR	SFR	SURVEY PLAT	9/24/2019	9/24/2019	TRUE		ISS	1
20199043	4602 WHITESTONE DR	SFR	T-POLE	9/3/2019	9/3/2019	TRUE		ISS	1
20199043	4602 WHITESTONE DR	SFR	PLUMBING ROUGH	9/9/2019	9/11/2019	TRUE	FAILED 9/9	ISS	2
20199043	4602 WHITESTONE DR	SFR	FOUNDATION	9/19/2019	9/19/2019	TRUE		ISS	1
20199043	4602 WHITESTONE DR	SFR	FORM SURVEY	9/11/2019	9/11/2019	TRUE		ISS	1
20189120	4706 WHITESTONE DR	SFR	BUILDING FINAL	9/24/2019	9/24/2019	TRUE		FINAL	1
20189120	4706 WHITESTONE DR	SFR	SURVEY PLAT	9/24/2019	9/24/2019	TRUE		FINAL	1
20189111	7503 WINDOMERE CT	SFR	BUILDING FINAL	9/19/2019	9/24/2019	TRUE	FAILED 9/19	FINAL	1
20189111	7503 WINDOMERE CT	SFR	SURVEY PLAT	9/19/2019	9/19/2019	TRUE		FINAL	1
201910011	5303 BERWICK LN	POOL	POOL FINAL	8/6/2019	9/3/2019	TRUE	FAILED 8/6/19	FINAL	1
201810031	4405 SALISBURY DR	POOL	POOL FINAL	8/29/2019	9/17/2019	TRUE		FINAL	1
201910012	5400 TENNYSON CT	POOL	POOL FINAL	8/21/2019	9/10/2019	TRUE	FAILED 8/21	FINAL	1
20189113	5104 CHESHIRE LN	SFR	BUILDING FINAL	8/27/2019	9/30/2019	TRUE	FAILED 8/27 & 9/25	FINAL	1
20199025	5200 MIDDLETON DR	SFR	FRAMING	8/5/2019	9/9/2019	TRUE	FAILED 8/5	ISS	1
20189066	6306 SOUTHRIDGE PKWY	SFR	DRIVEWAY APPROACH	8/19/2019	9/5/2019	TRUE	FAILED 8/19	ISS	1
20199029	5208 WESTFIELD DR	SFR	FRAMING	8/22/2019	9/12/2019	TRUE	FAILED 8/22	ISS	1

INSPECTION LOG  
SEPTEMBER 2019

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
20189097	7701 WINDOMERE DR	SFR	OTHER	8/16/2019	9/9/2019	TRUE	FAILED 8/16 GAS LINE	FINAL	1
20189097	7701 WINDOMERE DR	SFR	BUILDING FINAL	8/26/2019	9/9/2019	TRUE	FAILED 8/26	FINAL	1
								TOTAL =	168

## Monthly Inspection Report

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
October	88	93	120	186	262
November	86	80	94	171	236
December	99	91	128	141	280
January	80	69	113	205	267
February	78	114	149	109	241
March	76	146	146	153	243
April	95	150	148	117	273
May	52	104	186	214	192
June	84	135	113	220	177
July	77	140	168	279	202
August	105	122	144	200	179
September	99	91	114	238	168
Year Total	<b>1019</b>	<b>1335</b>	<b>1623</b>	<b>2233</b>	<b>2720</b>



# CODE ENFORCEMENT REPORT

2018-2019

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass	9		6	2	2	2	8	14	10	12	9	22	96
Home Occupation		1						1					2
Illegal Dumping	1		2			4	2		3				12
Illegal Structure													0
Illegal Vehicle	3	1		1	2					3			10
Junked Vehicles													0
Lot Maintenance	10	13	11	17	15	12	12	16	5	5	7	5	128
Trash and Debris	3	5	11	7		4	5		4	3	2	7	51
<hr/>													
<b>ITEM TOTALS</b>	<b>26</b>	<b>20</b>	<b>30</b>	<b>27</b>	<b>19</b>	<b>22</b>	<b>27</b>	<b>31</b>	<b>22</b>	<b>23</b>	<b>18</b>	<b>34</b>	<b>299</b>

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	19	19	29	21	11	17	22	9	11	13	12	18	201
Door Hangers Issued	4	1	1	1		1	3	7	1	2	16	1	38
Complied/Resolved	18	15	26	18	10	15	16	9	7	12		13	159
10 Day Notice (Letters Mailed)	2	1		5	8	4	5	15	10	8	1	14	73
Extension Granted													0
Complied/Resolved													0
Citations Issued												1	1
Stop Work Order													0
Misc													0
<hr/>													
<b>ITEM TOTALS</b>	<b>43</b>	<b>36</b>	<b>56</b>	<b>45</b>	<b>29</b>	<b>37</b>	<b>46</b>	<b>40</b>	<b>29</b>	<b>35</b>	<b>29</b>	<b>47</b>	<b>472</b>

## City of Parker Municipal Court Report

	Sept, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	March, 2019	April, 2019	May, 2019	June, 2019	July, 2019	Aug, 2019	Sept, 2019
<b>New Cases Filed</b>	84	80	96	63	149	111	146	123	128	150	135	133	128
Traffic	66	62	84	46	109	97	123	98	109	113	107	99	103
Non-Traffic	18	18	12	17	40	14	23	25	19	37	28	34	25
<b>Total Pending Cases</b>	<b>1385</b>	<b>1378</b>	<b>1371</b>	<b>1358</b>	<b>1424</b>	<b>1427</b>	<b>1467</b>	<b>1523</b>	<b>1530</b>	<b>1543</b>	<b>1558</b>	<b>1568</b>	<b>1587</b>
Traffic	1033	1023	1023	1008	1053	1061	1102	1151	1162	1169	1176	1176	1194
Non-Traffic	352	355	348	350	371	366	365	372	368	374	382	392	393
<b>Uncontested Dispositions</b>	48	40	45	40	37	52	69	38	57	70	51	57	55
<b>Compliance Dismissals:</b>													
After Driving Safety Course	13	26	21	16	14	16	16	9	28	31	37	19	24
After Deferred Disposition	24	20	30	18	26	31	13	16	30	35	31	45	27
After proof of Insurance	2	1	5	1	2	4	6	3	5	2	2	1	3
Other Dismissals	1	1	2	3	4	0	2	1	1	1	2	1	0
<b>Total Cases Disposed</b>	<b>88</b>	<b>88</b>	<b>103</b>	<b>78</b>	<b>83</b>	<b>108</b>	<b>106</b>	<b>67</b>	<b>121</b>	<b>139</b>	<b>123</b>	<b>123</b>	<b>109</b>
<b>Show Cause Hearings Held</b>	13	15	21	18	13	17	7	11	11	13	9	16	22
Trials	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Arrest Warrants Issued</b>	8	31	32	0	0	0	1	13	0	0	0	26	58
Warrants Cleared	0	4	9	4	5	8	6	4	3	2	0	6	2
<b>Total Outstanding Warrants</b>	<b>517</b>	<b>544</b>	<b>567</b>	<b>563</b>	<b>558</b>	<b>550</b>	<b>545</b>	<b>554</b>	<b>551</b>	<b>549</b>	<b>549</b>	<b>569</b>	<b>625</b>
<b>Fines, Court Costs &amp; Other</b>													
<b>Amounts Collected:</b>													
<b>Retained by City</b>	\$9,533.00	\$8,013.00	\$10,519.00	\$7,593.00	\$7,510.00	\$12,004.00	\$13,877.00	\$8,790.00	\$10,862.00	\$10,988.00	\$11,674.00	\$11,741.00	\$ 11,916.00
<b>Remitted to State</b>	\$6,893.00	\$5,193.00	\$7,499.00	\$4,819.00	\$4,880.00	\$8,579.00	\$10,611.00	\$7,582.00	\$7,935.00	\$8,836.00	\$9,603.00	\$8,419.00	\$ 9,293.00
<b>Total</b>	<b>\$16,426.00</b>	<b>\$13,206.00</b>	<b>\$18,018.00</b>	<b>\$12,412.00</b>	<b>\$12,390.00</b>	<b>\$20,583.00</b>	<b>\$24,488.00</b>	<b>\$16,372.00</b>	<b>\$18,797.00</b>	<b>\$19,824.00</b>	<b>\$21,277.00</b>	<b>\$20,160.00</b>	<b>\$ 21,209.00</b>

### Definitions:

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

**All Cases heard in Municipal Court are Class C Misdemeanors Only**

**PARKER POLICE DEPARTMENT**  
**REPORT OF MONTHLY STATISTICS YEAR TO DATE**

September 2019	THIS MONTH	YTD 2019
<b>Total Incidents</b>	898	7276
Calls for Service	103	839
House Watch	233	2538
Other Service Response Incidents	562	3899
<b>Reported Incidents - Group A</b>	7	69
Arson	0	0
Assault	2	7
Bribery	0	0
Burglary/Breaking and Entering	0	5
Counterfeiting/Forgery	0	4
Destruction/Damage/Vandalism of Property	1	7
Drug/Narcotic Offenses	0	15
Embezzlement	0	0
Extortion/Blackmail	0	0
Fraud	0	10
Gambling	0	0
Homicide	0	0
Human Trafficking	0	0
Kidnapping/Abduction	0	0
Larceny/Theft	4	15
Motor Vehicle Theft	0	0
Pornography/Obscene Material	0	1
Prostitution	0	0
Robbery	0	0
Sex Offenses	0	2
Sex Offenses, Nonforcible	0	1
Stolen Property	0	2
Weapon Law Violations	0	0
<b>Group B Offenses</b>	2	14
Bad Checks	0	0
Curfew/Loitering/Vagrancy Violations	0	0
Disorderly Conduct	0	0
Driving Under the Influence	0	3
Drunkenness	0	0
Family Offenses, Nonviolent	0	0
Liquor Violations	0	0
Peeping Tom	0	0
Runaway	0	2
Trespass of Real Property	0	2
All Other Offenses	2	7
<b>Incident Reports - Non-Offenses</b>	4	38
Incident Reports	4	32
Mental Health	0	6

<b>Adult Arrests</b>	4	23	
Males	3	17	
Females	1	6	
<b>Juvenile Detentions</b>	0	0	
Males	0	0	
Females	0	0	
<b>Traffic Enforcement</b>	186	1600	
Citations	125	1152	
Warnings	61	448	
<b>Accidents</b>	5	51	
Injury	1	10	
Non-Injury	4	41	
FLID	0	0	
<b>Investigations</b>	79	570	
Cases Assigned	13	122	
Clearances	8	53	
Cases Filed with DA	2	31	
Follow-Ups	46	343	
Leads Online	10	21	
<b>Alarm Activations</b>	13	155	
Residential	12	146	
Chargeable	7	115	
Non-Chargeable	5	31	
Business	1	9	
Chargeable	0	4	
Non-Chargeable	1	5	
<b>Outside Agency Activities</b>	11	138	
Murphy PD	6	92	
Collin County SO	2	21	
Wylie PD	0	4	
Allen PD	1	4	
Other	2	17	
<b>Staff</b>	<b>Sworn</b>	<b>Civilian</b>	<b>Reserve</b>
Authorized	10	1	2
Current Strength	9	1	2
In Training	0	0	0
Openings	1	0	0
% Staffed	90%	100%	100%
<b>Reserve Hours</b>	16	154.5	

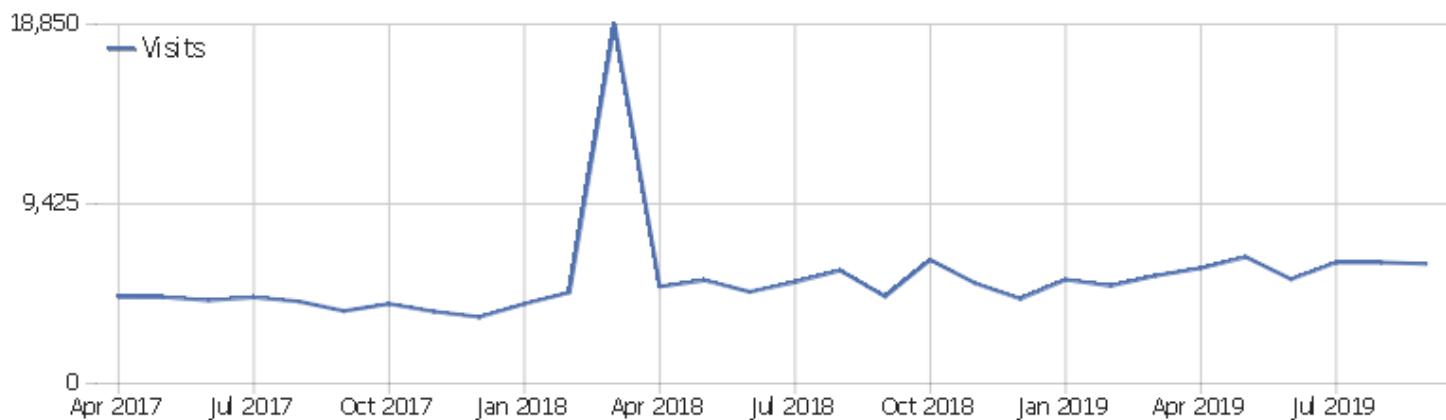


Parker, TX

Date range: September 2019

Monthly Web Report

## Visits Summary



Name	Value
------	-------

Unique visitors	4,797
Visits	6,275
Actions	17,013
Maximum actions in one visit	323
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:36
Bounce Rate	53%

# Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
bulk trash	12	1	25%
water	7	2	29%
calendar	6	1	17%
ordinances	5	1	60%
true	5	1	60%
chili cookoff	3	1	33%
code of ordinances	3	1	0%
contact	3	1	100%
court date	3	1	67%
utilities	3	1	67%
water,sewer,trash services	3	2	0%
water limit	3	1	67%
water rates	3	3	67%
2019 water schedule	2	2	50%
alarm	2	1	50%
burn-ban-in-effect	2	1	0%
chili	2	1	50%
employment opportunities	2	2	50%
flood	2	1	100%
hazardous waste	2	3	0%
hours	2	1	0%
job postings	2	1	0%
parks	2	2	0%
Others	176	243	31%

## Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	4,176	10,177	2	00:02:39	59%	\$ 0
Search Engines	1,982	6,539	3	00:02:34	39%	\$ 0
Websites	117	297	3	00:01:42	55%	\$ 0

# Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
🇺🇸 United States	5,652	16,073	3	00:02:51	51%	\$ 0
🇵🇭 Philippines	145	179	1	00:00:17	90%	\$ 0
🇰🇷 South Korea	93	178	2	00:00:21	9%	\$ 0
🇩🇪 Germany	76	92	1	00:00:15	92%	\$ 0
🇸🇬 Singapore	61	62	1	00:00:00	98%	\$ 0
🇮🇳 India	48	91	2	00:01:03	77%	\$ 0
🇨🇳 China	26	28	1	00:00:03	92%	\$ 0
🇨🇦 Canada	19	39	2	00:01:41	79%	\$ 0
🇳🇬 Nigeria	12	17	1	00:00:15	75%	\$ 0
🇳🇱 Netherlands	11	39	4	00:02:04	36%	\$ 0
🇨🇿 Czech Republic	7	10	1	00:00:21	57%	\$ 0
🇫🇷 France	7	8	1	00:00:05	86%	\$ 0
🇵🇱 Poland	7	7	1	00:00:00	100%	\$ 0
🇿🇦 South Africa	7	17	2	00:03:47	57%	\$ 0
🇮🇪 Ireland	6	8	1	00:00:05	83%	\$ 0
🇰🇪 Kenya	6	8	1	00:00:00	83%	\$ 0
🇲🇾 Malaysia	6	12	2	00:00:02	67%	\$ 0
🇵🇰 Pakistan	6	9	2	00:00:59	67%	\$ 0
🇷🇺 Russia	6	6	1	00:00:00	100%	\$ 0
🇬🇧 United Kingdom	6	7	1	00:00:02	83%	\$ 0
🇦🇺 Australia	5	7	1	00:00:24	60%	\$ 0
🇪🇸 Spain	5	12	2	00:00:35	40%	\$ 0
🇦🇪 United Arab Emirates	4	4	1	00:00:00	100%	\$ 0
Others	54	100	2	00:00:43	69%	\$ 0

## Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	3,340	10,356	3	00:03:10	47%	0%
Smartphone	2,427	5,029	2	00:01:31	62%	0%
Tablet	402	1,073	3	00:02:32	52%	0%
Unknown	100	549	6	00:10:58	44%	0%
Phablet	6	6	1	00:00:00	100%	0%



# Council Agenda Item

Item 3  
C'Sec Use Only

Budget Account Code:	01-120-8614	Meeting Date:	October 15, 2019
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:	October 10, 2019
Exhibits:	<ul style="list-style-type: none"><li>1) <a href="#">Proposed Resolution</a></li><li>2) <a href="#">Annual Contract</a></li><li>3) <a href="#">Resolution No. 2018-582</a></li></ul>		

## AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-620 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2019-2020. [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:	10/10/2019
City Attorney:	<i>Brandon S. Shelby</i>	Date:	10/11/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/14/2018

**CITY OF PARKER**  
**RESOLUTION NO. 2019-620**  
*(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 2019-2020, AND  
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR  
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2019-2020, commencing October 1, 2019. The use of the newspaper prior to the date of this resolution is ratified by Council.
2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.
3. Until September 30, 2020, 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 15th day of October, 2019.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon S. Shelby, City Attorney

Proposed



**The Dallas Morning News**

Category: Legal

Contract Date: 10/10/2019

Level: \$5,000

Frequency

Rate Card Year: 2019

DVC

## ADVERTISING CONTRACT

Advertiser Name & Account Number: City of Parker & Account Number 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 10, 2019 through October 9, 2020 and upon completion of dates set forth, agreement between Advertiser and Belo Media Group will remain evergreen, unless either party provides notice to the other of its intent to terminate this agreement with no less than 30 day notice. For Dollar Volume Contracts the consumption of advertising will be measured on an annual basis starting from the execution of this agreement.

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 Belo Media Group at Dallas, Texas, in accord with the rates as designated by rate card and/or attached Appendices.

If, for any reason, including suspension of business of Advertiser, less consumption than that contracted for herein is used by Advertiser, Advertiser agrees to pay Publisher a 25% cancellation penalty for consumption not used up to the contracted amount. 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  
972-442-6811

Print Name: Max Tezkal

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Legal Account Executive

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

Date: 10/10/2019

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

**FURTHER CONDITIONS OF THIS CONTRACT**

AP

Initial here: \_\_\_\_\_

**Appendix A**  
**Campaign Includes:**  
**Annual Spend \$5,000**  
**\$35 liner/\$45 display dallasnews.com**  
**\$1 per line bold type**  
**\$15 border for in column ads**  
**Al Dia \$.90 per line**



Initial here: \_\_\_\_\_

1. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20<sup>th</sup> of the month for space billed in the preceding calendar month. 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. 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. 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. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law. The total sales order price, delinquency charges and applicable taxes for the Goods and Services (the "Full Purchase Amount") shall be payable as indicated on this Agreement.
2. 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.
3. 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.
4. 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.
5. 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. \
6. Launch of Services. Upon execution of a Service Order, Service Provider will submit the Service Order for processing. Subject to Service Provider receiving, in a timely fashion, any materials from Customer that are required to launch each applicable Service, Service Provider will provide the Customer with a detailed project plan that will include major milestones and corresponding delivery dates. Service Provider will use commercially reasonable efforts to launch each such Service on behalf of Customer 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.
7. Disclaimer of Warranties. The Company has made no affirmation of fact or promise relating to the Goods and Services identified for purchase that has become any basis of this bargain. Further, the Company has made no affirmation of fact or promise relating to the Goods and Services being sold that created or amounted to an express warranty that the Goods and Services would conform to any such affirmation or promise. Any description of the Goods and Services in this Agreement is for the sole purpose of identifying the Goods and Services, and the description of the Goods and Services has not been made part of the basis of the bargain and has not created an express warranty that the Goods and Services would conform to any description made by the Company. It is specifically agreed that the Goods and Services sold by the Company are sold without any implied warranty, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
8. Limitation of Liability. The Company shall have no liability with respect to its obligations under this Agreement for consequential, punitive, exemplary or incidental damages including, but not limited to damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss, even if it has been advised of the possibility of such damages. The Company's aggregate liability for any cause of action asserted with respect to its provision of the Goods and Services or its obligations under this Agreement shall not exceed the amounts paid by the Purchaser under this Agreement. In addition, the Company shall not be liable for any damage caused by any interruption of Internet or telecommunication service or any breach of Internet security beyond the reasonable control of the Company.
9. License. Upon full payment to Company (pursuant to Section 4) for the Goods and Services, Purchaser, for no additional or separate license cost, will receive a non-transferable, non-assessable, royalty-free, license to use the Goods and Services (subject to any term therefore as set forth herein), operating on Purchaser's platform/system for Purchaser's personnel. Purchaser shall not, at any time, reverse engineer, reproduce, create derivative works, transfer, assign, distribute, service bureau, sell, resell, or sublicense all or any portion of the Goods and/or Services or any portion thereof or allow any third party to do the same.
10. Work Products. Service Provider and Customer acknowledge and agree that Customer is the owner of all rights, title and interests in and to the resulting products of the Services delivered to Customer under this Agreement (including all websites, social media pages, promotional materials, audio-visual works, literary works, visual works, original compilations, but specifically excluding all Excluded Property, as defined below, and all copyrights thereof (collectively, the "Work Products"), such that Customer shall have the right to use the Work Products and any portions thereof as it sees fit (including, without limitation, the right to alter the Work Products, add to or take away from the Work Products, and combine the Work Products with any other works). Service Provider shall execute and require its employees to execute all further documents, and shall do and require its employees to do all further acts, reasonably necessary and requested by Customer to vest any protection in the Work Products in Customer or Customer's designees.
11. This agreement also allows for the Advertiser and Belo Media Group to cooperate in mutually beneficial promotional marketing programs and work together to co-develop new promotional products if interest arises.
12. Video Production Services. Except where additional revisions are permitted under the Service Order, Customer is entitled to one revision of limited video edits of the rough cut of each video edits of the rough cut of each video prior to the start of post-production editing. Any changes requested by Customer after commencement of post-production and/or any requested major structural edits to the rough cut, except those required due to the failure by Service Provider to deliver Services in substantial conformity with the Service Order, will incur an additional hourly fee of \$250.00 per hour. Customer is responsible for providing information for all graphical elements that are to appear on screen including proofing of all language and names for correct spelling before post production begins. The costs of formatting and digital distribution of videos to television broadcast stations and/or cable channels will be in addition to production costs. Service Provider will provide an estimate of these costs based upon information supplied by the time buyer.
13. Placement. Positioning of Ads is at Service Provider's discretion. Service Provider reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Service Provider will make efforts to afford Customer the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.
14. Proofs; Responsibility for Ads. Customer 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. Service Provider makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Service Provider or its Vendor. Notwithstanding the foregoing, to the extent Customer has purchased website development services pursuant to a Service Order, Customer will have the opportunity to review and approve such website prior to launch. In case of omission or error by Service Provider in an advertisement or other digital Service, Service Provider shall not be liable for damages. Customer's sole remedy shall be that Customer shall not be liable for the entire cost of the advertisement. Service Provider will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement or other Service by this percentage amount or offer replacement ad equal to the percentage amount.
15. Governing Law. The law of the State Texas shall govern this Agreement, without giving effect to any choice of law or conflict of law principles that would result in the application of the law of another jurisdiction. The state or federal courts for Dallas County, Texas shall have exclusive jurisdiction over any dispute arising under or relating to this Agreement, and the Company and the Purchaser agrees to and shall be subject to service of process and personal jurisdiction therein.

16. **Representations, Warranties and Indemnification.** The Purchaser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and that it is the owner or has the full licensing rights and all other necessary authority to use all content and materials (including, without limitation, copyrights, trademarks and other intellectual property rights) provided to the Company for use as content in the Goods and Services, and that such use does not violate any copyright, trademark or other intellectual property rights of any other person or entity. The Purchaser agrees that the Company may identify the Purchaser as a client in any of its advertising or other promotional materials or activities. The Purchaser hereby agrees to indemnify and hold harmless the Company (and its officers, directors, employees and agents) from any and all losses, damages, fees, costs, fines and expenses (including without limitation, legal fees and expenses) (collectively, "Damages") that the Company may incur as a result of: (i) the Purchaser's breach of any covenant or representation or warranty contained herein, (ii) any infringement of any patent, copyright, trademark, trade secrets or other intellectual property right of any third party resulting from the Company's use of information provided by the Purchaser, or (iii) the violation of any laws or regulations, including without limitation any "anti-spam" laws or regulations, by the Purchaser in connection with its use of the Goods and Services. The Purchaser further agrees to pay such Damages as they come due to the Company. The representations, warranties and right to indemnification provided by this Paragraph shall survive the termination of this Agreement.
17. **No Waiver.** No failure or delay by the Company in exercising any right, power or privilege given by any provision of this Agreement shall operate as a waiver of the provision. Additionally, no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of that or any other right, power or privilege.
18. **Force Majeure.** Neither party shall be liable for any delays or failure to perform any of its obligations hereunder due to any causes or contingencies beyond each such non-performing party's control including without limitation, fires, accidents, Acts of God, war, strikes or other labor disputes, governmental actions, orders, or regulations, and any and all other similar matters beyond the control of the parties, except that nothing in this Paragraph eliminates the obligation or extends the due date for payments for Goods and Services due to the Company under this Agreement.
19. **Remedies.** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or equity or by statute or otherwise. THE PURCHASER HEREBY AGREES THAT MONETARY DAMAGES MAY NOT BE ADEQUATE TO REMEDY BREACHES OF THIS AGREEMENT AND EXPRESSLY AGREES THAT THE COMPANY MAY OBTAIN AN INJUNCTION OR OTHER EQUITABLE REMEDY TO PROTECT ITS RIGHTS HEREUNDER.
20. **No Guarantees.** Customer acknowledges that Service Provider 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 Service Provider provides Customer with any estimated usage and/or impression statistics, it does so only as a courtesy to Customer and will not be held liable for any claims relating to said statistics. Service Provider may reject any link embedded in any Ad. If, for any reason, Service Provider, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Service Order, Service Provider will either (1) refund to Customer the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Service Provider; or (3) publish the Ads in a different position, as determined by Service Provider in its sole discretion.
21. **Entire Agreement.** The Purchaser acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Purchaser agrees that this Agreement constitute the complete and exclusive agreement between the parties with respect to the matters contained herein, and that such Agreement supersedes and replaces all other documents including, without limitation, oral or written agreements and all other communications between the parties relating to the Goods and Services.
22. **Severability.** If any part of this Agreement is found to be prohibited by law, the remainder shall remain valid and enforceable.
23. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of the parties' respective heirs, successors and assigns, if any. The Purchaser may not assign its rights under this Agreement without first obtaining the written consent of the Company, such consent not to be unreasonably withheld.
24. **Term and Termination.** This Agreement may be terminated (i) by either party for any material breach of this Agreement that is not cured within 15 days of the breaching party's receipt of notice specifying the breach; (ii) by the Company immediately upon notice that the Purchaser is or may be insolvent or bankrupt; or (iii) by the Company immediately upon the Purchaser's failure to make any payment required under this Agreement. The Company shall retain all moneys paid to the Company prior to any termination of this Agreement. The Company reserves the right, in addition to and without limitation on any other remedies to which it may be entitled by contract, law or otherwise, to assess a 25% cancellation penalty in the event that this Agreement is terminated. In the event that this Agreement is terminated and there remains unpaid or outstanding some or all of the Full Purchase Amount due with respect to any Goods or due through and including the original term of service (a "Service Term") with respect to any Service, within 14 days of the effective days of any termination of this Agreement, the Purchaser shall pay an amount to the Company equal to the Full Purchase Amount, less, only in the event this Agreement is terminated by Purchaser pursuant to sub clause (i) above, the value of any portion of the Goods and Services that remains uncompleted as determined in the sole discretion of the Company; provided, however, that if Purchaser is making installment payments on the Full Purchase Amount pursuant to this Agreement, then upon the termination of this Agreement by either party for any reason all unpaid installment payments shall accelerate and become due and payable to the Company immediately. Upon expiration of a Service Term for any particular Service, such Service Term will automatically renew for successive one year terms unless terminated by either.

**CITY OF PARKER**  
**RESOLUTION NO. 2018-582**  
*(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 2018-2019, AND  
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR  
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2018-2019, commencing October 1, 2018. 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, 2019, 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 18th day of September, 2018.



ATTEST:

Patti Scott Grey  
Patti Scott Grey, City Secretary

CITY OF PARKER:

Lee Pettle  
Lee Pettle, Mayor

APPROVED AS TO FORM:

B. S. Shelby  
Brandon S. Shelby, City Attorney

**Category: (Legal)****Level: \$5,000****Rate card Year: 2018****Contract Date October 1, 2018** **Frequency** **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.

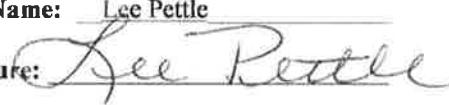
The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

**Signed:**

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

**Print Name:** Lynda Black**Signature:****Title:** Sales and Marketing - Legal**Date:** August 22, 2018

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

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

## Standard Terms and Conditions

**1. General.** Advertiser desires to procure from 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.



## Council Agenda Item

Item 4  
C'Sec Use Only

Budget Account Code:	Meeting Date: October 15, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson City Attorney Shelby
Estimated Cost:	Date Prepared: July 9, 2018
Exhibits:	<ul style="list-style-type: none"><li>Proposed Ordinance</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF PARKER, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019", INCLUDING THE ADOPTION OF ORDINANCE NO. 784, AUTHORIZING THE ISSUANCE OF SUCH BONDS AND ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF SUCH BONDS. [BOND COUNSEL MACHA/SETTLE/SHELBY]

### SUMMARY

Please review the information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	10/10/2019
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	10/11/2019

**ORDINANCE NO. 784**  
**(GENERAL OBLIGATION REFUNDING BONDS SERIES 2019)**

**CERTIFICATE FOR ORDINANCE**

THE STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF PARKER

We, the undersigned officers of the City of Parker, Texas (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the City convened in a regular meeting on October 15, 2019, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

Lee Pettle, Mayor  
Ed Standridge, Mayor Pro Tem  
Diana Abraham

Patti Scott Grey, City Secretary

Edwin Smith  
Cindy Meyer  
Patrick Taylor

and all of said persons were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

**ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, ESTABLISHING SALE PARAMETERS, PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the aforesaid Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON OCTOBER 15, 2019.

---

City Secretary

---

Mayor

(City Seal)

Proposed

**ORDINANCE OF THE CITY COUNCIL  
of  
CITY OF PARKER, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

**CITY OF PARKER, TEXAS,  
GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2019**

**Proposed**

## **Table of Contents**

Section 1. Recitals, Amount, Purpose and Designation of the Bonds .....	2
Section 2. Definitions.....	2
Section 3. Delegation to Pricing Officer.....	2
Section 4. Characteristics of the Bonds .....	4
Section 5. Form of Bonds .....	8
Section 6. Tax Levy .....	9
Section 7. Defeasance of Bonds.....	9
Section 8. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds .....	11
Section 9. Custody, Approval, and Registration of Bonds; Bond Counsel's Opinion; CUSIP Numbers and Contingent Insurance Provision, if Obtained .....	12
Section 10. Covenants Regarding Tax Exemption of Interest on the Bonds .....	12
Section 11. Sale of Bonds; Official Statement.....	15
Section 12. Further Procedures; Engagement of Bond Counsel; Attorney General Filing Fee; Appropriation.....	15
Section 13. Compliance with Rule 15c2-12.....	16
Section 14. Method of Amendment .....	19
Section 15. Redemption of Refunded Obligations.....	21
Section 16. Governing Law .....	22
Section 17. Severability .....	22
Section 18. Events of Default .....	22
Section 19. Remedies for Default .....	22
Section 20. Remedies Not Exclusive .....	22
Section 21. Effective Date .....	23
Schedule I Schedule of Eligible Refunded Obligations.....	S-1
Exhibit A Form of Bonds.....	A-1
Exhibit B Notice of Defeasance and Redemption .....	B-1

**ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2019, ESTABLISHING SALE PARAMETERS,  
PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND  
ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

**THE STATE OF TEXAS** §  
**COUNTY OF COLLIN** §  
**CITY OF PARKER, TEXAS** §

WHEREAS, the City of Parker, Texas (the "Issuer"), has previously issued, and there are presently outstanding, obligations of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, within the limits prescribed by law, and from waterworks and sewer system revenues; and

WHEREAS, the Issuer now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the "Eligible Refunded Obligations", and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City Council (the "Council") of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551;

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness, and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "CITY OF PARKER, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2019," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond(s) being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State.

"Bonds" shall mean the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Comptroller" shall mean the Comptroller of Public Accounts of the State.

"Issuance Date" shall mean the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"State" shall mean the State of Texas.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1207.007, Texas Government Code, the City Administrator and the Director of Finance of the

Issuer are each individually authorized to act on behalf of the Issuer in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations, determining any amounts to be contributed to the refunding by the Issuer and procuring municipal bond insurance and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$2,750,000;
- (ii) no Bond shall mature after February 15, 2028;
- (iii) the true interest cost for the Bonds shall not exceed 3.00%; and
- (iv) the refunding achieved by the Bonds must produce debt service savings of at least \_\_\_\_\_ % measured on a present value basis as a percentage of the principal amount of the Refunded Obligations, with such savings to be net of any Issuer contribution to the refunding.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the date that is 180 days after the adoption of this Ordinance. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such private placement, including the provisions hereof that pertain to the book-entry-only

procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 13 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a)(iv) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow agreement or deposit agreement, in substantially the form presented to the Council at the meeting at which this Ordinance was adopted and as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow or deposit fund described in the Escrow Agreement.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

**Section 4. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Bonds (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with

respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance.

(f) Book-Entry-Only System. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and

except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. If the Bonds are subject to the DTC book-entry system, and in the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds

and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Bond(s). On the Issuance Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and the City Secretary, approved by the Attorney General and registered and manually signed by the Comptroller, will be delivered to such purchaser or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond(s), the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bond(s) and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 5. FORM OF BONDS.** The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or

insertions as are permitted or required by this Ordinance. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. TAX LEVY. (a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of

the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the

Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The Mayor of the Issuer (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

**Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.** (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

- (i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;
- (ii) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of

America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Mayor Pro Tem, the City Secretary and each Pricing Officer, individually or jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the projects financed with the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Obligations. Subject to any statement to the contrary in the Pricing Certificate, the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, conditioned upon the Purchaser certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than \$10 million (or such other amount permitted by such section 265 of the Code). Assuming such condition is met, in furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such other amount permitted by such section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of

tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000 (or such other amount permitted by such section 265 of the Code); and (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

**Section 11. SALE OF BONDS; OFFICIAL STATEMENT.** (a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the "Purchase Agreement"), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Purchaser in the marketing of the Bonds, if applicable.

**Section 12. FURTHER PROCEDURES; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL FILING FEE; APPROPRIATION.** (a) The Mayor, the Mayor Pro Tem, the City Secretary and each Pricing Officer, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds and the sale of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, the Mayor Pro Tem, the City Secretary and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the Issuance Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

(c) To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available

for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Bond by the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bond, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bond, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

**Section 13. COMPLIANCE WITH RULE 15c2-12.** (a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(i) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Issuer, being the information described in the Pricing Certificate.

(B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within the period set forth in the Pricing Certificate, then the Issuer shall provide unaudited financial information of the type described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(C) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or

- other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

(iv) Limitations, Disclaimers and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(b) If the Bonds are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Bonds on the most favorable terms to the Issuer.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion

of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with

the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS. (a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in substantially the form set forth in **Exhibit B** attached hereto to the paying agent for the Refunded Obligations. The Notice of Redemption of the Refunded Obligations as it appears in **Exhibit B** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Notice of Redemption of the Refunded Obligations to be reproduced as an exhibit to the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Ordinance"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first- class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and/or investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and/or investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable from and secured by ad valorem taxes of the Issuer as described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, or pursuant to such other arrangement determined by the Pricing Officer in the Pricing Certificate.

**Section 16. GOVERNING LAW.** This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

**Section 17. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**Section 18. EVENTS OF DEFAULT.** Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

**Section 19. REMEDIES FOR DEFAULT.** (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

**Section 20. REMEDIES NOT EXCLUSIVE.** (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or officials of the Issuer or the Council.

Section 21. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

-----

Proposed

**SCHEDULE I**

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

City of Parker, Texas, General Obligation Refunding Bonds, Series 2011

Proposed

## EXHIBIT A

### FORM OF BOND

(a) The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF PARKER, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2019	PRINCIPAL AMOUNT \$ _____
INTEREST <u>RATE</u> _____ %	ISSUANCE <u>DATE</u> [December 17, 2019]	MATURITY <u>DATE</u> [February 15], 20_____
		CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, CITY OF PARKER, TEXAS, in Collin County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Issuance Date, on [February 15, 2020, and on each August 15 and February 15] thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of \_\_\_\_\_, Texas, which is the "Paying Agent/Registrar" for this Bond.

The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the [last business day] of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of \_\_\_, 2019, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ \_\_\_\_\_ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING OBLIGATIONS.

ON \_\_\_, 20 \_\_\_, or on any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or

assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of any Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limits prescribed by law.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

---

City Secretary  
City of Parker, Texas

---

Mayor  
City of Parker, Texas

(City Seal)

**(b) Form of Paying Agent/Registrar's Authentication Certificate.**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

\_\_\_\_\_,  
\_\_\_\_\_, Texas,  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

**(c) Form of Assignment.**

**ASSIGNMENT**  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts

COMPTRROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(COMPTRROLLER'S SEAL)

(e) Insertions for the Initial Bond.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. " shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"CITY OF PARKER, TEXAS (the "Issuer"), being a political subdivision located in Collin County, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on [February 15] in each of the years, in the

principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2020, and on each August 15 and February 15] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The initial Bond shall be numbered "T-1."

## Exhibit B

### **NOTICE OF DEFEASANCE AND REDEMPTION**

#### CITY OF PARKER, TEXAS (COLLIN COUNTY, TEXAS)

NOTICE IS HEREBY GIVEN that the City of Parker, Texas (the "City") has called for early redemption the outstanding obligations of the City described as follows:

City of Parker, Texas, General Obligation Refunding Bonds, Series 2011, dated June 15, 2011 (the "Series 2011 Bonds"), maturing on February 15 in the years and in the amounts shown below. Such Series 2011 Bonds have been called for redemption on February 15, 2020 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date:

Maturity Date	Principal Amount	CUSIP Number
2021	\$ 420,000	701182DW4
2022	435,000	701182DX2
2023	460,000	701182DY0
2024	300,000	701182DZ7
***	***	***
2026	455,000	701182EA1
***	***	***
2028	410,000	701182EB9

aggregating [\$2,480,000] in principal amount. On [December 17, 2019], funds were deposited with the Escrow Agent for the Series 2011 Bonds, in an amount, together with investment earnings thereon, to redeem the Series 2011 Bonds on the Redemption Date, and such Series 2011 Bonds shall be paid from amounts held in an escrow account administered by the escrow agent, until the Redemption Date, when the redemption price shall be paid upon presentation of the Series 2011 Bonds to the paying agent/registrar thereof.

Upon presentation of the Series 2011 Bonds at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the redemption price equal to par plus accrued interest to the Redemption Date and thereafter the Series 2011 Bonds shall no longer bear interest.

CITY OF PARKER, TEXAS]



## Council Agenda Item

Item 5  
C'Sec Use Only

Budget Account Code:	Meeting Date: October 15, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: October 10, 2019
Exhibits:	<ul style="list-style-type: none"><li>Proposed Ordinance</li><li>Ordinance No. 459</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 775, UPDATING ORDINANCE NO. 459 (SOLICITORS AND PEDDLERS REGULATIONS).  
[SHELBY] [06182019 – SENT TO CITY ATTORNEY FOR REVIEW AND POSSIBLE UPDATES]

### SUMMARY

Please review the proposed ordinance for discussion and possible.

### 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:	10/10/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	10/11/2019

**ORDINANCE NO. 775**  
**(AMENDING ORDINANCE NO. 459)**  
**(*Regulating Solicitors and Peddlers*)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
AMENDING ORDINANCE NO. 459, REGULATING SOLICITORS AND  
PEDDLERS; PROVIDING FOR REVOCATION OF CONFLICTING  
ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker, Texas has determined that it is in the best interest of the health and safety of its citizens to regulate the business of solicitors and peddlers operating within its city limits; and

**WHEREAS**, the City Council of the City of Parker, Texas has determined updates and amendments are necessary to Ordinance No. 459, previously passed on May 11, 1999; and

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

**Section 1.** Section 3 of Ordinance 459 shall be deleted in its entirety.

**Section 2.** 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 3.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN  
COUNTY, TEXAS, THIS 15<sup>th</sup> DAY OF OCTOBER, 2019.**

---

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Patti Scott Grey, City Secretary

---

Brandon Shelby, City Attorney

## ORDINANCE NO. 459

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS, REGULATING SOLICITORS AND PEDDLERS; PROVIDING FOR AN APPLICATION; PROVIDING FOR PAYMENT OF A PERMIT FEE; PROVIDING FOR APPEALS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Parker, upon full consideration of the matter, has determined that for the health, welfare, and safety of its citizens, it is desirable to enact regulations governing solicitors and peddlers;

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

### Section 1. Definitions.

The following words, terms and phrases, when used in this Section, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (a) Charitable means and includes the words patriotic, philanthropic, social service, health, welfare, benevolent, educational, civic, cultural or fraternal, either actual or purported, holding determination letter from the Internal Revenue Services of 501(c)3 or 501(c)4 status.
- (b) City Administrator means the City Administrator of Parker, Texas.
- (c) Contributions mean and include the words alms, money, subscription, property or donations under the guise of a loan or money or property.
- (d) City means the City of Parker.
- (e) Peddler means any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. This definition also includes any person who solicits orders and as a separate transaction makes deliveries to purchasers as part of the scheme to evade the provisions of this Ordinance.
- (f) Peddling includes all activities ordinarily performed by a peddler as indicated under paragraph (e) of this Section.

- (g) Person means a natural person or any firm, corporation, association, club, society or other organization.
- (h) Solicitor means any person who goes upon premises of any private residence in the City, not having been invited by the occupant thereof for the purpose of taking or attempting to take orders for the sale of goods, wares, merchandise or personal property of any nature for future delivery, or for services to be performed in the future. This definition also includes any person who, without invitation, goes upon private property, to request contribution of funds or anything of value, or sell goods or services for political, charitable, religious or other non-commercial purposes.
- (i) Solicitation includes all activities ordinarily performed by a solicitor as indicated under paragraph (h) of this Section.

## Section 2. Permit Requirements and Exemptions.

It shall be unlawful for any person eighteen (18) years of age or older to engage in peddling or solicitation activities within the City of Parker without first obtaining a permit issued by the City; provided, however, that the following are exempted from the provisions of this Section.

- (a) Any solicitation made upon premises owned or occupied by an organization upon whose behalf the solicitation is made;
- (b) Any communication by an organization soliciting contributions solely from persons who are members of the organization at the time of such solicitation;
- (c) Any solicitation in the form of a collection at a regular meeting, assembly or service of a charitable organization;
- (d) Any solicitation for the relief of any individual specified by name at the time of the solicitation where the solicitor represents in each case that the entire amount collected shall be turned over to the named beneficiary.
- (e) Any solicitation by or for a volunteer fire department with principal facilities and equipment located in the City of Parker.
- (f) Any solicitation by the Parker Women's Club for charitable purposes in the City of Parker.

## Section 3. Permit for Sponsoring Juvenile Peddlers.

- (a) No person under the age of eighteen (18) shall be permitted to engage in peddling except as provided in this Section.

- (b) A permit shall be obtained by a sponsoring person, company or organization for the conduct of any peddling or solicitation activities involving, in whole or in part, a sales force of one (1) or more persons under eighteen (18) years of age.
- (c) The sponsor shall be responsible for supervising and controlling the conduct of all persons, including juveniles, peddling under the sponsor's permit.
- (d) The sponsor shall provide to each individual in its sales force a badge or other easily readable form of identification which identifies the name of the sponsor and the name of the individual. The sponsor shall require all individuals in its sales force to wear such identification so that it is clearly visible at all times when the individuals are peddling or soliciting. A copy of the permit must be displayed on the request of any person solicited.

#### Section 4. Permit Application

Every person subject to the provisions of this Ordinance shall file with the City an application in writing on a form furnished by the City, which shall provide the following information:

- (a) Date of birth, address and identification of the applicant, to be provided through the applicant's driver's license, articles of incorporation (for sponsors), or other legally recognized form of identification;
- (b) Names, addresses, driver's license numbers or other form of legally recognized form of identification of all persons who may act as agent or employee of the applicant;
- (c) A brief description of the business or activity to be conducted or goods to be sold;
- (d) If employed, the name, address and telephone number of employer; or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal, as the case may be;
- (e) The length of time for which the right to peddle or solicit is desired;
- (f) The applicant's state sales and use tax permit number, if required by law in order to conduct the proposed business, or proof of exemption if none is required;
- (g) If a vehicle is to be used, make, model, color and license number shall be provided;
- (h) Whether applicant, upon sale or order, shall demand, receive or accept deposit or total payment in advance of final delivery.

- (i) Felony convictions of any solicitors, their agents, or employees, who may be soliciting within the City.

## Section 5. Fees

A fee of \$75.00 for all Peddlers and Solicitors, except those of charitable purposes for which the fee is \$25.00 shall be paid prior to the issuance of a permit. When any solicitor or peddler shall engage in an activity through one or more agents or employees, in addition to the fee for the applicant, a permit fee shall be paid for each agent or employee so engaged, and the fee shall entitle the agent or employee to a permit for the same term and upon the same conditions as that of the primary permit. No permit fee shall be refunded.

## Section 6. Application Review and Permit Issuance.

- (a) Upon receipt of an application, the City Administrator, or authorized representative, shall review the application as deemed necessary to ensure compliance with Section 4.
- (b) The City Administrator, or authorized representative, shall endorse his/her approval on the application and shall, upon payment of the prescribed fee, issue the required permit to the applicant.
- (c) The permit shall show the name, address and driver's license number of the permittee, the class of permit issued, the kind of goods or services to be sold or delivered, the date of issuance, and the length of time that the permit will be in effect. The permit will also show the permit number.

## Section 7. Denial of Permit.

- (a) Upon the City Administrator, or authorized representative's review of the application, the City Administrator, or representative may refuse to issue a permit to the applicant for any of the following reasons:
  - (i) The location and time of solicitation or peddling would endanger the safety and welfare of the solicitors, peddlers and/or their customers;
  - (ii) An investigation reveals that the applicant falsified information on the application;
  - (iii) There is no proof as to the authority of the applicant to serve as an agent to the principal; or
  - (iv) The applicant has been denied a permit under this Ordinance within the immediate past year, unless the applicant can and does show to the satisfaction of the

City Administrator or representative that the reasons for such earlier denial no longer exist.

- (b) The City Administrator, or authorized representative's disapproval and reasons for disapproval shall be noted on the application, and the applicant shall be notified that his application is disapproved and that no permit will be issued.

Section 8. Permit Expiration.

All permits issued under the provisions of this Ordinance shall expire six (6) months from the date of issuance, unless an earlier expiration date is noted on the permit.

Section 9. Permit Exhibition.

Every person required to obtain a permit under the provisions of this Ordinance shall exhibit the permit when requested to do so by any prospective customer City employee or police officer.

Section 10. Transfer Prohibited.

It shall be unlawful for any person other than the permittee to use or exhibit any permit issued under the provisions of this Ordinance.

Section 11. Entry upon Signed Premises Unlawful and Trespass.

It shall be unlawful for any person, whether licensed or unlicensed, while conducting the business of a solicitor or peddler, to enter upon any residential premises in the City where the owner, occupant or person legally in charge of the premises has posted, at the entry to the premises, or at the entry to the principal building on the premises, a sign bearing the words "No Peddlers", "No Solicitors", or words of similar import.

- (a) Nothing in this Ordinance shall authorize any solicitor or peddler to commit the offense of trespass, as defined in the Texas Penal Code. Any offense of trespass shall be a violation of this Ordinance, and grounds for revocation of the permit.

Section 12. Hours of Solicitation.

No person, while conducting the activities of a solicitor or peddler, whether licensed or unlicensed, shall enter upon any private property, knock on doors or otherwise disturb persons in their residences between the hours of 8:00 p.m. and 8:00 a.m.

Section 13. Permit Revocation.

Any permit issued under this Ordinance may be revoked or suspended by the City Administrator, or authorized representative, after notice and hearing, for any of the following reasons:

- (a) Fraud, misrepresentation or false statement contained in the application for a permit;
- (b) Fraud, misrepresentation or false statement made by the permittee in the course of conducting solicitation or peddling activities;
- (c) Conducting solicitation or peddling activities contrary to the provisions contained in this Ordinance;
- (d) Conducting peddling or solicitation activities in such a manner as to create a public nuisance, constitute breach of peace, trespass, or endanger the health, safety or general welfare of the public.

Section 14. Notice and Hearing.

Notice of a hearing for revocation of a permit issued under this Ordinance shall be provided in writing and shall set forth specifically the grounds for the proposed revocation and the time and place of the hearing. Notice shall be mailed, postage prepaid, to the permittee at the address shown on the permit application or at the last known address of the permittee.

Section 15. Appeals.

- (a) Any person aggrieved by the action or decision of the City Administrator or authorized representative to deny, suspend or revoke a permit applied for under the provisions of this Ordinance shall have the right to appeal such action or decision to the Mayor of Parker within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application form, or to his last known address.
- (b) An appeal shall be taken by filing with the City Administrator or authorized representative a written statement setting forth the grounds for the appeal.
- (c) The City Administrator or authorized representative shall transmit the written statement to the Mayor within ten (10) days of its receipt and the Mayor shall set a time and place for a hearing of the appeal.
- (d) A hearing shall be set not later than twenty (20) days from the date of receipt of the appellant's written statement.
- (e) Notice of time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of action or decision.
- (f) The decision of the Mayor on the appeal shall be final and binding on all parties concerned.

## Section 16. Enforcement.

It shall be the duty of any police officer of the City to require any peddler or solicitor who is not known by such officer to be duly permitted, to produce his permit and to enforce the provisions of this Ordinance against any person found to be violating the same.

## Section 17. Claims of Exemption.

Any person claiming to be legally exempt from the regulations set forth in this Ordinance, or from the payment of a permit fee, shall cite to the City Administrator or authorized representative the statute or other legal authority under which exemption is claimed and shall present to the City Administrator or authorized representative proof of qualification for such exemption.

## VIOLATIONS AND PENALTY

- (a) Violation of any of the provisions of this Ordinance shall upon conviction, be punishable by a fine not to exceed Two Thousand and no/100 (\$2,000.00) Dollars for each offense, and each and every day such violation shall continue shall constitute a separate offense.
- (b) In addition to any criminal enforcement, the City or any individual may pursue any available civil remedies deemed appropriate and necessary.

## SEVERABILITY

The terms and provisions of this Ordinance shall be deemed to be severable. If any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such decisions shall not affect any other remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, but they shall remain in effect; it being the legislative intent that this Ordinance shall remain in effect notwithstanding the validity of any part.

## REPEALER

All ordinances or parts of ordinances inconsistent or in conflict herewith are hereby repealed.

## EFFECTIVE DATE

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

## EMERGENCY

It being for the public welfare that this Ordinance be passed, creates an emergency and public

necessity, and the rule requiring this Ordinance be read on three (3) separate occasions be, and the same is hereby waived, and this Ordinance shall now be placed on its third and final reading for passage, and shall be in full force and effect from and after its passage and approval and publication, as provided by law.

Duly Passed by the City Council of the City of Parker, Texas, on this 11 day of  
May, 1999

David Hammel  
David Hammel, Mayor

ATTEST:

Betty McMenamy  
Betty McMenamy, City Secretary

APPROVED AS TO FORM;

James E. Shepherd  
James E. Shepherd, City Attorney



## Council Agenda Item

Item 6  
C'Sec Use Only

Budget Account Code:	Meeting Date: October 15, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: October 10, 2019
Exhibits:	<ul style="list-style-type: none"><li>Proposed Ordinance</li><li>Ordinance No. 358</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 776, UPDATING ORDINANCE NO. 358 (FIRE AND POLICE ALARM SYSTEMS REGULATIONS). [SHELBY] [06182019 – SENT TO CITY ATTORNEY FOR REVIEW AND POSSIBLE UPDATES]

### SUMMARY

Please review the proposed ordinance for discussion and possible.

### 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:	10/10/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	10/11/2019

**ORDINANCE NO. 776**  
**(AMENDING ORDINANCE NO. 358)**  
**(*Fire and Police Alarm Systems Regulations*)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
AMENDING ORDINANCE NO. 358, REGULATING FIRE AND POLICE  
ALARMS SYSTEMS; PROVIDING FOR REVOCATION OF CONFLICTING  
ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker, Texas has determined that it is in the best interest of the health and safety of its citizens to regulate the use of fire and police alarms systems within its city limits; and

**WHEREAS**, Ordinance No. 358, passed on February 8, 1994 established guidelines and regulations for fire and police alarm systems; and

**WHEREAS**, Ordinance No. 734, passed on February 29, 2016 updated the fee schedule associated with Ordinance No. 358; and

**WHEREAS**, the City Council of the City of Parker, Texas has determined updates and amendments are necessary to Ordinance No. 358, previously passed on February 8, 1994; and

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

**Section 1.** A fine for a unregistered false alarm may be reduced from \$275.00 to \$75.00 if, within 10 days' notice from the City, the \$75.00 fine is paid and submitted to the City along with a completed registration form and fee of \$60.00 .

**Section 2.** 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 3.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN  
COUNTY, TEXAS, THIS 15<sup>th</sup> DAY OF OCTOBER, 2019.**

---

Lee Pettle, Mayor

ATTEST:

---

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

Brandon Shelby, City Attorney

Proposed

## ORDINANCE NO. 358

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE REGULATION OF FIRE AND POLICE ALARM SYSTEMS WITHIN THE CITY OF PARKER; PROVIDING PROCEDURES FOR REGISTRATION OF SUCH SYSTEMS AND ESTABLISHING FEES FOR SUCH REGISTRATION; AUTHORIZING PENALTIES FOR EXCESSIVE FALSE ALARMS; PROVIDING DEFINITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Parker City Council finds that it is necessary to adopt regulations for alarm systems for the good government, peace and order or the City of Parker; and

**WHEREAS**, the Parker City Council further finds that the regulation of alarm systems within the City promotes the health, safety and welfare of the citizens of Parker.

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

### **SECTION 1. DEFINITIONS.**

A. **Alarm system** means a device or system that transmits a signal intended to summon either the fire or the police emergency services of the City. The term includes an alarm that emits an audible signal on the exterior or a structure. The term does not include an alarm installed on a vehicle, unless the vehicle is used for a habitation at a permanent site, or an alarm designed to alert only the inhabitants within the premises.

B. **False alarm** means an alarm notification responded to by a police or fire department within thirty (30) minutes of the alarm notification and it is determined from an inspection of the interior or exterior of the premises that the alarm was false or there was no reasonable cause for the alarm.

### **SECTION 2. REGISTRATION.**

It shall be unlawful for any person to install a fire or police alarm system in the City without registration of the alarm system by the owner with the City prior to installation. A separate alarm registration is required for each alarm site. The City must be notified of any changes in the registration information within ten (10) days of the change. A new registration is required when a property is sold with an installed alarm system.

### **SECTION 3.        REGISTRATION FEES.**

A fee not to exceed Fifty Dollars (\$50.00) may be set by resolution of the City for the registration of an alarm system.

### **SECTION 4.        REGISTRATION FOR EXISTING ALARMS.**

Alarm systems which are presently in operation must be registered with the City within a period not exceeding ninety (90) days from the effective date of this Ordinance.

### **SECTION 5.        FALSE FIRE ALARMS, SERVICE CHARGE.**

Any person who owns or has possession of a fire alarm system shall be assessed a service charge for false fire alarms in excess of two (2) false fire alarms per calendar year. The service charge shall be Fifty Dollars (\$50.00) for each false fire alarm over two (2) false fire alarms.

### **SECTION 6.        FALSE BURGLAR ALARMS, SERVICE CHARGE.**

Any person who owns or has possession of a burglar alarm system shall be assessed a service charge for false burglar alarms in excess of five (5) false burglar alarms per calendar year. The service charge shall be Fifty Dollars (\$50.00) for each false burglar alarm over five (5) false burglar alarms.

### **SECTION 7.        RESPONSIBILITIES OF ALARM SYSTEM OWNERS.**

An owner of an alarm system must:

A.      Adjust or modify the sensory mechanism of his alarm system to suppress false indications of force so that the alarm system will not be activated by impulses due to:

- (1)     Transient pressure changes in water pipes;
- (2)     Flashes of light;
- (3)     Wind noise caused by the rattling or vibrating of doors or windows;
- (4)     Vehicular noise adjacent to the installation;
- (5)     Other forces unrelated to actual emergencies; and

B. Maintain the premises containing an alarm system in a manner that insures proper operation of the alarm system.

#### **SECTION 8. INTENTIONAL ACTIVATION UNLAWFUL.**

From and after the effective date of this Ordinance, it shall be unlawful for any person to intentionally activate or cause to be activated any fire or burglar alarm system without the existence of an emergency situation and with the intent of causing the response to city police or fire departments.

#### **SECTION 9. PENALTY.**

Any person who installs or operates a fire or burglar alarm system in violation of this Ordinance shall be deemed guilty of a misdemeanor, the penalty for which shall be a fine not to exceed Five Hundred Dollars (\$500.00). Each day of violation shall constitute a separate and distinct offense.

#### **SECTION 10. CONFLICTS.**

All ordinances and provisions of the City of Parker, Texas, that are in conflict with this Ordinance shall be and the same are hereby repealed, and all ordinances and provisions of ordinances of said City not so repealed are hereby retained in full force and effect.

#### **SECTION 11. SEVERABILITY.**

If any article, paragraph or subsection, clause, phrase, or provision of this Ordinance shall be held invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part held to be invalid or unconstitutional.

#### **SECTION 12. PUBLICATION AND EFFECTIVE DATE.**

In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published in every issue of the official newspaper of the City for a period of ten (10) days but not more than twice during the said ten (10) day period. This Ordinance shall be effective from and after its publication.

ADOPTED by the City Council of the City of Parker, Collin County, Texas, this the  
8 day of February, 1994.

APPROVED:

by: Jack Albritton  
Jack Albritton,  
Mayor

ATTEST:

Betty McMenamy  
Betty McMenamy,  
City Secretary

APPROVED AS TO FORM:

John E. Rapier  
John E. Rapier,  
City Attorney

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2019</b>			
Monthly	Home Rule Charter Commission (HRCC)	Shelby	Last Update 7/2; 8/6; 8/27; 9/3;9/17
TBD	International Building Codes	Machado	2018 0920 PWD GM working on update
TBD	Annual Codification Supplement	C'Sec	Last update 2019 0604 CC Mtg
TBD	2019 City Fee Schedule - After Fiscal Year	Savage	2015-2016 Approved 2/29; added 2016-17 to FAI; last Update 2019 0604; BP Update 2019 0917
TBD	Discussion - Research - Going Electronic	Olson	MLP added 2019 0624; Discussed 2019 061&12 Long Term Planning
Feb, May, Aug, Nov	Republic Waste Quarterly Report	Bernas	2019 0820 CC Agenda
Feb, May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller/Flowers	2019 0820 CC Agenda
Feb, May, Aug, Nov	Investment Quarterly Report	Savage	2019 0827 CC Agenda
Feb, May, Aug, Nov	Drainage	Meyer	2019 0903 CC Agenda
Feb, May, Aug, Nov	Facility/Transportation	Standridge	2019 0827 CC Agenda
Feb, May, Aug, Nov	Communication	Abraham	2019 0917 CC Agenda
Feb, May, Aug, Nov	COMP Plan	Olson/Smith	2019 0903 CC Agenda;
Feb, May, Aug, Nov	Capital Improvement Program (CIP)	Taylor	2019 0917 CC Agenda
November 19, 2019	ONCOR - CABS waiting 10/15	Shelby	2019 0701 Agenda Meeting added
November 19, 2019	Res. To add a Municipal Court Alt. Judge (Moore)	Olson/Newton	2019 0116 0605 Res. 2018-573 Appmnt of Municipal Court Officials Update; Mayor wants a resume
November 19, 2019	Discussion on sales tax for May 2020 Election	Shelby	2019 0116 Texas Tax Code, Sec. 321.406 Feq. of Election
November 19, 2019	Ord. No. 777, Update No. 725 - Brush & Bulky	Shelby	2019 0618; Moved again and again
November 19, 2019	Res. Updating maps, e.g. Zoning, Annexation, Waterline, etc.	Machado	2019 0116 working with Ken, w/CE JB's office

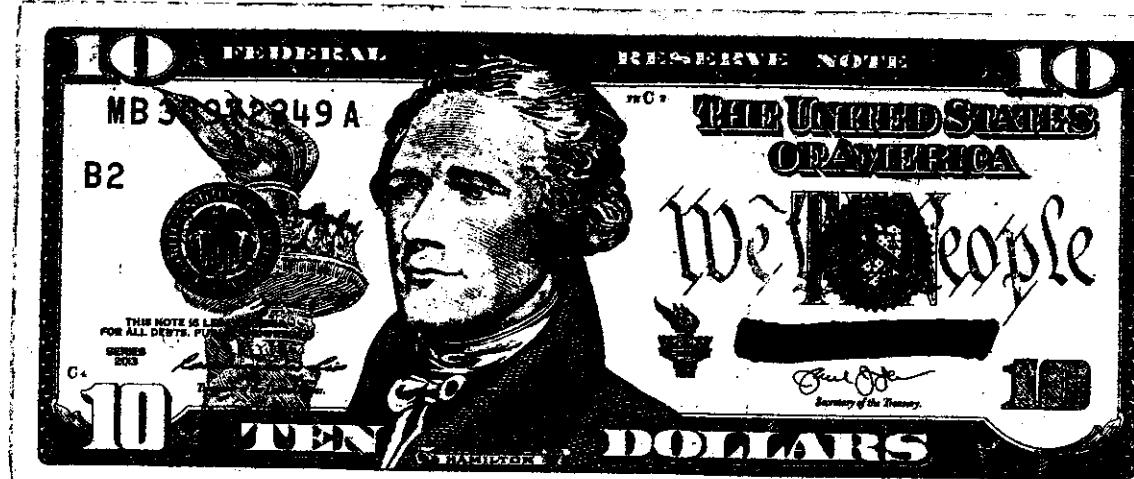
AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
November 19, 2019	Consider Tax Freeze for those over 65	Shelby	2019 0820 CC
November 19, 2019	Support Animals - Identification Standards	Shelby	2019 0820 CC
November 19, 2019	Financial Statement - w-new software	Savage	After Software
November 19, 2019	Reminder for Dec. Depository Services Bid <b>RFP/Q</b> - check w/GS	Savage	3rd 1year extension (2017 1205 1st) (2018 1218 2nd)
November 19, 2019	Tom Stone - FYI 2019 1119 CC Agenda Tree Ceremony/Reception	Machado	2019 0922 MLP Email
November 19, 2019	Stormwater Ordinance	Machado	
November 19, 2019	Tree height (12-15')	Machado	
November 19, 2019	P&R Alternates	Pettle	
November 19, 2019	TMRS	Savage	
December	Parks & Rec. Discussion - Keeep Texas Beautiful	Pettle	P&R to discuss 2019 1021 or Nov. mtg per MLP
Ask month	Discussion on Development Agreements	Pettle	2019 0922 MLP Email
Ask month	Discussion on requiring sprinklers on all new homes w/rain/freezer automatic cutoffs	Pettle	2019 0922 MLP Email
Ask month	Aesthestica Development on Parker Road Update	Machado	2019 0922 MLP Email
Ask month	Town Hall Meeting - Drainage	Meyer/Pettle	2019 0922 MLP Email
Ask month	Town Hall Meeting - Facility	Pettle/Standridge/Olson	2019 0922 MLP Email

Phil & JoAnn DeNitto 32-61/1110 10486  
 5400 Estate Ln. Parker, TX 75094-3019 10/1/19 20 FRAUDARMOR

PAY TO THE ORDER OF City of Parker \$ 50.00  
Forty Dollars 1/100 DOLLARS  Security Features  
 Chase Bank 206 W FM 544  
 Murphy, TX 75094-972-424-3850  
 FOR Fire Dept

CHRIS G. POLITICO MARGIE G. POLITICO 32-61/1110 4084  
 1901 RICKS CT.  
 PARKER, TX 75094-3029 DATE 10-1-19

PAY TO THE ORDER OF City of Parker fire department \$ 50.00  
- Fifty, No/100 DOLLARS  Security Features  
 CHASE JPMorgan Chase Bank, N.A.  
 www.Chase.com  
 MEMO NNO



Dublin Road Estates NNO  
 Fire

CHRIS G. POLITO MARGIE G. POLITO  
1901 RICKS CT.  
PARKER, TX 75094-3029

DATE 10-1-19

PAY TO THE ORDER OF  
Fifty. 50/100

DOLLARS

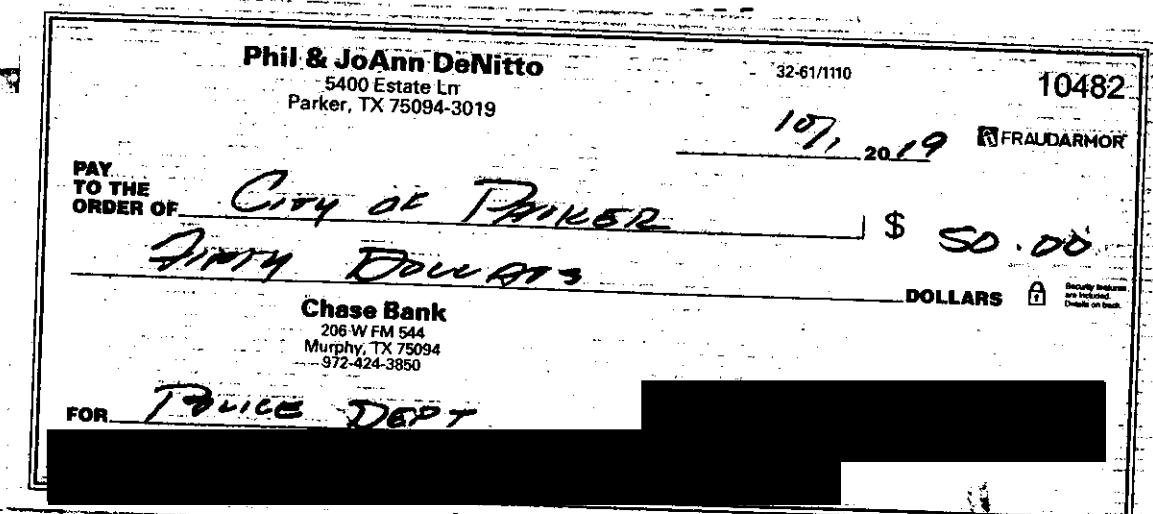
Security Features  
Indicated  
Details on Back

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

NNO



Dublin Road Estates NNO  
Police