



AGENDA
CITY COUNCIL MEETING
DECEMBER 2, 2014 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, December 2, 2014 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. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

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

1. APPROVAL OF MEETING MINUTES FOR NOVEMBER 18, 2014. [SMITH]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 717 ADOPTING THE S-8 CODIFICATION SUPPLEMENT. [SHEPHERD]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-465 APPOINTING THE 2014-2015 PLANNING AND ZONING COMMISSION. [FLANIGAN]

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-464 APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEPHERD/SHEFF]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 718 APPROVING A FRANCHISE AGREEMENT GRAYSON COLLIN ELECTRIC COOP (GCEC). [SHEPHERD]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 719 APPROVING A FRANCHISE AGREEMENT ONCOR ELECTRIC COMPANY. [SHEPHERD]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 720 APPROVING NEW WATER RATES. [FLANIGAN]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CODE COMPLIANCE IN THE CITY. [PETTLE]

ROUTINE ITEMS

9. FUTURE AGENDA ITEMS

10. UPDATES

EXECUTIVE SESSION – Pursuant to the provisions of Chapter 551, Texas Government Code 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—Review of individual staff member's roles, to deliberate the appointment, employment, evaluation, compensation, reassignment, duties, discipline, or dismissal of a public officer or employee- All City employees and officers of the City.

12. RECONVENE REGULAR MEETING.

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

14. 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 November 26, 2014 by 5:00 p.m. at the Parker City Hall.

Date Notice Removed

Carrie L. Smith, TRMC
City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date: December 2, 2014
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C. Smith
Estimated Cost:	Date Prepared: 11/24/2014
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 18, 2014. [SMITH]

SUMMARY

POSSIBLE ACTION

Approve, Table

Inter – Office Use			
Approved by:	<i>Carrie S. Smith</i>	Date:	11/24/2014
Department Head/ Requestor:			
City Attorney:		Date:	
City Administrator:	<i>Tiffi May</i>	Date:	11/26/14

MINUTES
CITY COUNCIL MEETING
NOVEMBER 18, 2014

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Marshall called the meeting to order at 5:00 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

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

EXECUTIVE SESSION – 5:00 TO 7:00

Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Government Code Section 551.074 Personnel—Review of individual staff member's roles, to deliberate the appointment, employment, evaluation, compensation, reassignment, duties, discipline, or dismissal of a public officer or employee- All City employees and officers of the City.

Mayor Marshall recessed into Executive Session at 5:01 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the Regular meeting at 5:51 p.m.

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

No action was taken.

Mayor Marshall recessed the Regular meeting at 5:52 p.m.

Mayor Marshall reconvened the Regular meeting at 7:00 p.m.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Chuck Molyneaux led the pledge.

TEXAS PLEDGE: Mike Russell 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.

Michelle Hoover, 6105 Northridge Parkway - Ms. Hoover spoke in opposition to changing the future route of FM 2551/Dillehay, as approved and adopted by Parker and Collin County Thoroughfare Plan.

Gary Graham, 5707 Overton Drive - Mr. Graham spoke in opposition to changing the future route of FM 2551/Dillehay, as approved and adopted by Parker and Collin County Thoroughfare Plan.

Reverend Douglas Stolk, Presbyterian Church, 5609 E. Parker Road - Reverend Stolk thanked the City for allowing utility workers to assist with the removal of their monument sign that was in need of repairs. He also thanked the Parkerfest Committee for a booth at ParkerFest 2014 and for extra police patrol of the church after having been vandalized during the summer.

Billy Barron, 6707 Overbrook - Mr. Barron spoke to the Council about the noise level at Southfork Ranch on November 11, 2014. He is not opposed to Southfork holding events, but requested the City notify the residents of future events and fireworks.

Eleanor Evans, 3507 Hogge Road - Ms. Evans concurred with Mr. Barron's complaint and stated Southfork needs to be reminded they were given special permission for commercial business and events. Southfork is in a residential neighborhood and needs to be a good neighbor.

Chief Rushing, Parker Police Department - Chief Rushing thanked the officers and staff for participating in ParkerFest 2014. He thanked Councilmember Ed Standridge for donating Teddy Bears to the Police Department for ParkerFest and the Teddy Bear program.

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

4. APPROVAL OF MEETING MINUTES FOR OCTOBER 21, 2014. [SMITH]

Amendment: Page 4, first paragraph should read 50% plus 1, not 51%.

5. APPROVAL OF OCTOBER REPORTS - ANIMAL CONTROL, POLICE DEPARTMENT, BUILDING DEPARTMENT, MUNICIPAL COURT, WEBSITE AND FIRE DEPARTMENT.

Motion: Mayor Pro Tem Levine moved to approve the consent agenda subject to the amendment noted to the meeting minutes. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON OPPOSING THE PROPOSED FUTURE ALIGNMENT OF FM 2551. [MARSHALL]

MOTION: Councilmember Stone moved to table this item. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PRELIMINARY PLAT FOR KINGS CROSSING PHASE 2. [FLANIGAN]

Developer Steve Sallman requested Council's approval of the submitted preliminary plat for Kings Crossing Phase 2. The Planning and Zoning Commission recommended approval subject to engineering issues being resolved.

City Administrator Flanigan noted the developer has submitted a change to the engineer drawings conforming to the requirement of 2-feet of freeboard and the City Engineer is currently reviewing the revisions.

The requirement for 2 points of access will be met in future phases. The developer has provided a divided median entry with two 24-foot drives; which would allow traffic to get in and out of the subdivision in an emergency situation.

The over length cul-de-sac is temporary and allowed by the development agreement.

MOTION: Councilmember Standridge moved to approve the preliminary plat subject to outstanding items noted in the City Engineer's fourth review letter being resolved:

- Item 2. Installing 2-feet freeboard above the 100-year water surface elevation (WSEL) in the drainage channels; and
- Item 4. A written release being provided to the City from the existing easement holders prior to construction.

Councilmember Stone seconded with Councilmember Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKS AND RECREATION COMMISSION. [FLANIGAN]

Mayor Marshall read a statement from Parks and Recreation Chairperson Cindy Stachiw who was unable to attend the meeting:

Mayor Marshall and City Councilmen and Women - I am unable to attend tonight's meeting but wish to present the following. Attached is the income and expense statement from Parkerfest 2014. Sandy Waites, my co-chair and I, are quite proud of the fact that not a cent of city funds was used to put on Parkerfest 2014. With the help of generous sponsors, Parkerfest netted in the positive \$1,269.34. It should be further noted that had we not had sponsors, the event still would have been in the black by \$262.45.

At our last Parks and Rec Commission Meeting on November 12th, Sandy Waites made a proposal for use of the excess funds. She proposed that the \$1,269.34 be used to purchase as many green metal, permanent picnic tables that money would afford.

Currently, the P&R Commission is handling scout projects and Parkerfest. Both of these items can be handled without the restraints of a city commission. I do not wish to advocate that the Commission be dissolved, that should be a City Council decision but at this point in time, it seems like a likely outcome. The P&R Commission has been involved in many good things...the trails, gaining grants for the trails, the living legacy tree program, scout projects, and last but certainly not least, the inception and continuation of Parkerfest. The Commission deserves a round of applause for bringing many good things to our citizens sometimes in the face of adversity and harsh criticism.

Many good people have devoted countless hours of service and that is time well spent and should be acknowledged.

*Thank you,
Cindy Stachiw*

Council discussed the current responsibilities and duties of the Parks and Recreation Commission. The trails in the Preserve are completed and there are not any immediate plans for additional trails or park development. Should the City desire to extend the trails in the future a citizen committee can be formed to assist with changes.

ParkerFest could be handled by a voluntary committee the same as the annual FD fundraiser.

Scout projects and the future trail plan will be looked after by staff.

MOTION: Mayor Pro Tem Levine moved to direct City Attorney Shepherd to prepare an ordinance to disband the Parks and Recreation Commission. Councilmember Taylor seconded.

Mayor Pro Tem Pettle reiterated the intent is not to do away with ParkerFest, but to have a volunteer committee plan the event.

Councilmembers Stone, Standridge, Levine, Pettle and Taylor voted for. Motion carried 5-0.

9. PRESENTATION ON A LAND PLAN FOR PROPERTY LOCATED AT CURTIS ROAD AND FM2551 BY JOHN AUGHINBAUGH. [FLANIGAN]

John Aughinbaugh, President of Trinity Enterprises a residential development company located at 918 N. Buckner, Dallas, Texas presented a land plan for The Preserve at Southridge Addition (Exhibit 9). The project is 50-acres located at the southwest quadrant of Curtis Road and FM 2551. The developer is proposing 33 residential lots with two 2-acre lots in the City limits and thirty one 1-acre lots in the City's extra-territorial jurisdiction (ETJ). Mr. Aughinbaugh would like to bring the plat back for Council action at the December 16 meeting and break ground the first of 2015.

The extension of the proposed Curtis Lane is within the project and the developer will construct the 4-lane divided concrete and pavement roadway and dedicate the full 105-feet of right of way to the City.

The 120-feet of right of way for FM2551 will be dedicated as a part of the platting process as required per the Collin County thoroughfare plan.

Until FM2551 is developed there will be 1 point of access; however, Curtis Lane will be complete in which traffic can get in and out. If that is not acceptable a temporary emergency access can be added until FM2551 is built.

Once FM2551 and Curtis Road are developed Collin County will be asked to terminate or abandon old Curtis Road because there will only be 2 properties on the roadway and would provide service to Mr. Curtis.

The far west side of the property is in the flood plain and will be reclaimed for building pads in accordance with the City's flood plain ordinance.

No action taken, the land plan was informational only for Council to become familiar with the project before bringing a preliminary plat to Council for action.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-464 APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS. [SHEPHERD/SHEFF]

MOTION: Mayor Pro Tem Levine moved to table until City Attorney Shepherd can be present. Councilmember Pettle seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARTICIPATING IN THE "FILE OF LIFE" PROGRAM. [STONE]

The File of Life packet is a red plastic magnetic file folder containing a form of your personal health history, medications, physician information and emergency contacts. The packet attaches to your refrigerator, readily visible for Parker paramedics and first responders to find. There is also a perforated, detachable portion to place in your wallet or purse.

This form will enable the Parker Fire Department responding personnel to obtain a quick and accurate medical history when a patient or family member is unable to offer one.

Councilmember Stone is to work with City Attorney Shepherd on the program details and review any possible liabilities to the City.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WATER RATE STUDY. [FLANIGAN]

The City of Parker water rates have not increased since 2009. The proprietary fund is not to make a profit but to pay for the water, infrastructure and maintenance. The charges are paid for by the customers, not tax dollars. Rates need to be increased because the City Water Department has lost money for the past two years. The proposed base rate is \$40.00 up to 4,000 gallons. The rates increase with higher usage.

Staff is to talk with NTMWD and prepare an ordinance and bring back at the December 2 meeting for Council consideration.

ROUTINE ITEMS

13. FUTURE AGENDA ITEMS

- 2014 Water Rate Ordinance
- Annexation petition for Kings Crossing Phase 2
- Code Compliance

14. UPDATES

a. MCCREARY ROAD MONUMENT SIGN

The sign is complete and \$11,785 of the \$12,000 cost was paid by donations. Donations will be accepted for the Hogge/FM2551 sign as well.

15. ADJOURN

Mayor Marshall adjourned the meeting at 8:34 pm.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED on the _____ day
of _____, 2014.

PROPOSED

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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

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

October 7, 2014

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

Re: Kings Crossing Phase 2 – Third Review

Dear Mr. Flanigan:

As requested, we have reviewed the Final Plat and Engineering Plans for the Kings Crossing Phase 2, dated October 5, 2014. We received these plans via courier from Tipton Engineering on October 6, 2014.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

Comments

1. Only 1 point of access from an improved public roadway is provided for this development. City Ordinance requires 2 points of access be provided. Response letter provided states that the developer will request a variance.
2. 2-feet freeboard is required above the 100-year water surface elevation (WSEL) in the drainage channels. The previous response letter provided stated that 2-feet of freeboard is provided between the 100-year WSEL and the finished pads of the adjacent lots. The City may consider the 2-feet freeboard between the 100-year WSEL and the finished pad elevation with a minimum of 1-foot freeboard contained within the channel.
3. The depth shown on the calculations for the off-site channel does not match the contours provided.
4. Riprap shall be placed at each end of all storm culverts, discharges, and bends in the drainage channel.
5. Maximum length cul-de-sac is 600-feet. Response letter provided by the developer states that the PD Ordinance allows cul-de-sac lengths of 1,500 feet. City to verify.
6. Written release is required from existing easement holders prior to construction.

Mr. Jeff Flanigan
City of Parker
October 7, 2014
Page 2 of 2

The plans provided for our review have been marked-up to represent the comments above and are attached with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

Enclosures

cc: Mr. Richard Hovas

STATE OF TEXAS X
COUNTY OF COLLIN X

OWNERS CERTIFICATE

BEING a 56.0995 acre tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of a 356 acres tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, by Warranty Deed recorded in Clerk's File Number 2000-0050958 of the Land Records Of Collin County, Texas (LRCC), said 56.0995 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Bedell 356 acre tract, and the northwest corner of a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCC), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 936 (LRCC), a 1/2" iron pin with a cap stamped "Petitt" found at corner, from which a 1/2" iron pin found at the southeast corner of Lot 31, Block A of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E - 37.45 feet;

THENCE, N 00° 48' 13" W, along the west line of said Bedell tract and the east line of said Parker Lake Estates Phase 3-B, a distance of 684.95 feet to a 1/2" iron pin with a cap stamped Tipton Eng, Inc. found at corner;

THENCE, S 71° 13' 05" E, a distance of 256.16 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a non-tangent curve to the right having a central angle of 02° 43' 26", a radius of 280.00 feet, and a chord of N 20° 08' 38" E-13.31 feet, a distance of 13.31 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 68° 29' 39" W, a distance of 50.00 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 81° 40' 04" E, a distance of 219.59 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 78° 32' 23" E, a distance of 314.06 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 89° 10' 32" E, a distance of 232.28 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 00° 49' 28" W, a distance of 298.92 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 89° 10' 32" E, a distance of 67.72 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a tangent curve to the right having a central angle of 08° 06' 42", a radius of 298.92 feet and a chord of S 86° 46' 07" E - 42.28 feet, on arc distance of 42.32 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 07° 17' 21" E, a distance of 272.22 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 77° 26' 58" E, a distance of 33.63 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 58° 04' 50" E, a distance of 330.50 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 31° 55' 10" E, a distance of 313.42 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, around a non-tangent curve to the right having a central angle of 22° 42' 37", a radius of 325.00 feet, and a chord of S 44° 48' 15" E-127.98 feet, a distance of 128.82 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 33° 26' 58" E, a distance of 120.47 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 56° 33' 02" E, a distance of 248.92 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, S 47° 32' 18" E, a distance of 51.55 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 71° 32' 33" E, a distance of 187.91 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE, N 88° 58' 36" E, a distance of 376.88 feet to a point on the east line of said Bedell 356 acre tract, said point being in Lewis Lane, an undedicated portion of a public right-of-way, a PK nail set in rock road at corner, from which the most westerly northwest corner of a 48.6223 acre tract of land conveyed to Lewis Bend Partners, Ltd. according to the Warranty Deed with Vendors Lien recorded in County Clerk File Number 2006-001651500 (LRCC) bears N 05° 18' 29" E, a distance of 238.08 feet;

THENCE, S 01° 01' 29" E, along the said Bedell 356 acre tract east line and generally along Lewis Lane, a distance of 1221.29 feet to the southeast corner of said Bedell 356 acre tract, a 1/2" iron pin with a cap stamped "Petitt" found at corner, from said corner the southwest corner of the previously mentioned Lewis Bend Partners, Ltd. 48.6223 acre tract bears N 88° 37' 48" E, a distance of 7.78 feet;

THENCE, S 89° 10' 16" W, along the south line of said Bedell 356 acre tract and the north lines of a 13.75 acre tract of land and the previously mentioned 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the warranty deed recorded in County Clerk File Number 2002-0068655 (LRCC), a distance of 2640.07 feet to the Place Of Beginning with the subject tract containing 2,443,698 Square Feet or 56.0995 Acres of Land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PARKER BEDELL FARMS, LTD., acting herein by and through its duly authorized officer, do hereby adopt this plat designating the herein described property as KING'S CROSSING PHASE II, an addition to the City of Parker, Texas and do hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Drainage Easements being hereby dedicated for the mutual use and accommodation of the City of Parker and all public utilities desiring to use or using same. All and any public utility and the City of Parker shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Parker and all public utilities shall, at all times, have the full Right of Ingress and Egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its' respective systems, without the necessity, at any time or procuring the permission of anyone.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Parker, Texas.

WITNESS MY HAND AT _____, TEXAS this the ____ day of _____, 2014.

PARKER BEDELL FARMS, LTD., a Texas limited partnership

By: _____ Stephen L. Sallman, Manager

RECOMMENDED FOR APPROVAL

Chairman, Planning and Zoning Commission
City of Parker, Texas

Date _____

APPROVED AND ACCEPTED

Mayor, City of Parker, Texas

Date _____

The undersigned, the City Secretary of the City of Parker, hereby certifies that the foregoing Final plat of KING'S CROSSING PHASE 1, a subdivision or addition to the City of Parker was submitted to the City Council on this _____ day of _____, 2014, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the approval thereof by signing his name herein above subscribed.

WITNESS my hand this _____ day of _____, 2014.

City Secretary
City of Parker, Texas

STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Sallman, of PARKER BEDELL FARMS, LTD., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARKER BEDELL FARMS, LTD., and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, 2014.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harry L. Dickens do hereby certify that I prepared this plat from an actual and an accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Parker, Collin County, Texas.

Harry L. Dickens
Registered Professional
Land Surveyor No. 5939

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Harry L. Dickens, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed

GIVEN UNDER MY HAND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public in and for the State of Texas

A
PRELIMINARY PLAT
OF
KING'S CROSSING PHASE 2

OUT OF THE
ANN S. HURT SURVEY, ABSTRACT NO. 428
IN THE
CITY OF PARKER, COLLIN COUNTY, TEXAS

56.0995 ACRES

46 RESIDENTIAL LOTS

OWNER: PARKER BEDELL FARMS, LTD.
4925 Greenville Avenue, Suite 1020
Dallas, TX 75206
TEL: 214-368-0238
Steve Sallman, ssallman@warnergroupp.com

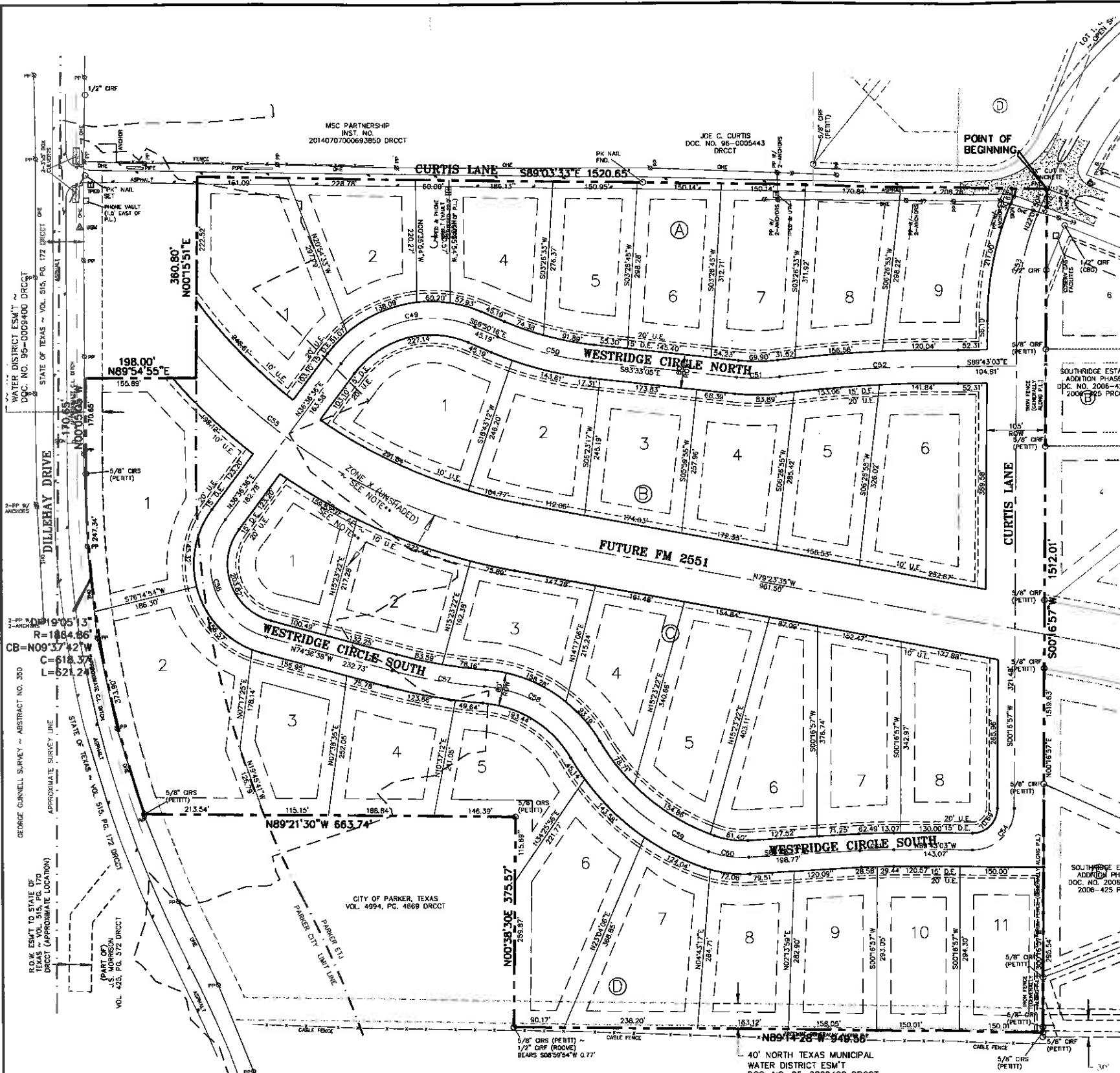
ENGINEER/SURVEYOR: 2740 North Dallas Parkway,
Suite 280 Plano, Texas 75093
(214) 473-4640
Firm No. F-11756
Survey Firm No. 10074301

richard.hovas@westwoods.com
richard.hovas@westwoods.com

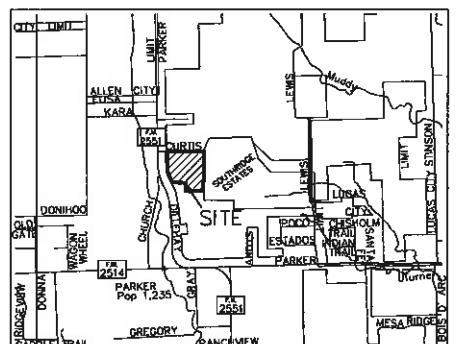
Sheet: 2 of 2

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October 03, 2014



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	PERCENTAGE
C1	248.61	940.00	S4359 ⁰⁴ 'E	125.03	150 ⁰⁰ 12'	
C2	62.78	230.00	N4425 ⁴⁷ 'E	54.59	153 ²⁸ 00'	
C3	119.55	230.00	N6708 ²⁴ 'E	118.21	249 ⁵⁴ 28'	
C4	58.02	230.00	N8810 ³⁰ 'E	55.88	137 ⁵⁹ 15'	
C5	68.95	230.00	S7525 ³³ 'E	68.69	171 ⁰³ 55'	
C6	115.85	570.00	S7743 ²⁶ 'E	58.18	113 ⁰⁰ 18'	
C7	69.90	300.00	N89 ⁴⁶ 23'E	35.11	131 ⁰³ 09'	
C8	57.63	259.00	S83 ⁴⁴ 02'W	38.82	161 ²⁰ 00'	
C9	147.73	259.00	S86 ⁰⁰ 04'W	73.88	315 ⁴² 00'	
C10	120.04	259.00	S88 ²⁷ 26'W	60.03	239 ⁰² 00'	
C11	21.00	552.50	N111 ²³ 23'E	106.80	215 ²⁵ 53'	
C12	141.84	253.00	S8840 ⁴⁶ 'W	70.94	312 ¹² 00'	
C13	166.04	253.00	S8512 ⁰¹ 'W	63.05	316 ⁴⁵ 00'	
C14	83.89	380.00	N88 ⁴⁶ 23'E	42.13	131 ⁰³ 03'	
C15	143.61	630.00	S7710 ⁰¹ 'E	72.12	133 ³⁹ 39'	
C16	227.14	170.00	N7453 ¹⁰ 'E	201.61	174 ²⁷ 47'	
C17	291.84	940.00	S8646 ⁴⁷ 'E	147.10	135 ⁰⁰ 47'	
C18	104.77	940.00	S7612 ⁰¹ 'E	52.44	62 ³⁰ 00'	
C19	75.89	1060.00	S7742 ⁴⁰ 'E	37.96	408 ⁰⁷ 00'	
C20	222.44	1060.00	S8838 ⁵⁵ 'E	111.83	120 ¹² 00'	
C21	159.57	1080.00	S8919 ²⁸ 'E	79.93	87 ³⁰ 00'	
C22	198.12	1080.00	S8424 ⁵⁰ 'E	98.35	104 ²¹ 31'	
C23	37.73	165.00	S3033 ³⁵ 'W	18.95	130 ⁰² 00'	
C24	146.76	165.00	S0138 ²⁸ E	141.98	310 ⁰² 00'	
C25	109.13	165.00	N4624 ²⁰ 'W	101.16	111 ³¹ 34'	
C26	26.65	165.00	S7832 ⁴⁷ 'E	57.62	75 ¹⁸ 17'	
C27	25.65	840.00	S8939 ⁵³ 'E	65.63	75 ¹⁸ 18'	
C28	53.16	900.00	N7618 ⁰⁰ 'E	53.19	75 ²¹ 00'	
C29	115.40	840.00	S7832 ⁴⁷ 'E	57.79	75 ¹⁸ 17'	
C30	48.34	940.00	S8033 ⁴⁸ 'E	23.18	300 ⁰⁰ 00'	
C31	120.14	900.00	S8046 ⁰⁸ 'E	120.00	204 ⁴⁶ 37'	
C32	150.75	200.00	S6413 ³⁷ 'E	147.28	204 ⁴⁶ 27'	
C33	135.11	260.00	N7045 ²³ 'W	69.12	204 ⁴⁶ 27'	
C34	116.37	260.00	N4332 ⁰⁵ 'E	58.17	253 ²⁶ 36'	
C35	21.79	390.00	S3149 ³⁸ 'E	40.90	312 ⁰⁰ 00'	
C36	42.28	200.00	S8830 ²⁰ 'E	42.61	341 ⁴⁸ 00'	
C37	188.72	450.00	N4214 ²⁷ 'W	133.34	341 ⁴⁸ 00'	
C38	233.57	390.00	S8035 ⁰⁵ 'E	120.40	341 ⁴⁸ 00'	
C39	124.04	450.00	N6220 ⁰⁵ 'W	123.64	233 ⁰⁴ 00'	
C40	82.48	212.00	N7823 ⁰¹ 'W	81.96	320 ⁰⁴ 00'	
C41	15.70	390.00	S8137 ¹⁵ 'E	7.85	233 ⁰⁴ 00'	
C42	61.40	390.00	N8137 ¹⁵ 'E	60.99	230 ⁰⁴ 00'	
C43	62.49	1030.00	N8832 ⁴⁰ 'E	62.48	03 ⁴⁰ 00'	
C44	58.01	970.00	S8834 ⁰⁸ 'E	58.01	71 ⁰⁰ 05'	
C45	70.69	45.00	N4516 ⁵⁷ 'E	45.00	90 ⁰⁰ 00'	
C46	288.45	1864.86	S14 ⁴⁶ 17'E	143.51	646 ⁰³ 00'	
C47	316.27	1864.86	S0630 ⁴⁵ 'E	158.51	84 ⁰³ 01'	
C48	18.53	1864.86	S0022 ¹⁰ 'E	9.26	03 ⁴⁰ 00'	
C49	267.22	200.00	N7453 ¹⁰ 'E	247.78	16 ⁴² 49'	
C50	175.02	600.00	S7511 ⁴¹ 'E	84.38	34 ⁰⁹ 58'	
C51	76.89	330.00	N89 ⁴⁶ 23'E	38.62	111 ³¹ 34'	
C52	190.95	2565.00	N111 ³² 'E	161.03	71 ⁰⁰ 05'	
C53	117.81	500.00	N0510 ⁵⁰ 'E	189.79	215 ²⁵ 33'	
C54	117.81	75.00	N46 ¹⁶ 57'E	98.65	215 ²⁵ 33'	
C55	673.53	1000.00	S8050 ⁵² 'E	686.87	90 ⁰⁰ 00'	
C56	262.08	135.00	S1900 ⁰¹ 'E	7.00	90 ⁰⁰ 00'	
C57	167.52	870.00	S8070 ³⁷ 'E	197.24	111 ³¹ 34'	
C58	222.46	230.00	N7595 ²⁶ 'E	85.02	111 ³¹ 34'	
C59	291.91	420.00	S8081 ¹⁴ 'E	124.80	55 ²⁵ 00'	
C60	73.32	182.00	S8137 ¹⁵ 'E	152.13	34 ⁰⁹ 58'	



LOCATION MAP

LEGEND

U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
S.S.E. SANITARY SEWER EASEMENT
BL BUILDING SETBACK LINE
5/8"IRS 5/8-INCH IRON ROD W/CAP MARKED
"PETITT-RPLS 4087" SET
1/2"IRF IRON ROD FOUND
D DENOTES STREET NAME CHANGE
H.O.A. HOME OWNERS ASSOCIATION
R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
A.E. ACCESS EASEMENT
50'R 50-FOOT RADIUS

LAND STUDY

THE PRESERVE

84

at
SOUTHRIDGE ADDITION

50.986 ACRES
33 RESIDENTIAL LOTS
SITUATED IN THE
N HEARNE SURVEY, ABSTRACT NO. 425
OF PARKER, COLLIN COUNTY, TEXAS

CITY APPROVALS:		
Approved:	Chairman; Planning and Zoning Commission	Date
Approved:	Mayor	Date
Attest:	City Administrator	Date



Council Agenda Item

Budget Account Code:	Meeting Date: December 2, 2014
Budgeted Amount:	Department/ Requestor: Routine
Fund Balance-before expenditure:	Prepared by: J. Shepherd
Estimated Cost:	Date Prepared: 11/24/2014
Exhibits:	Proposed S-8 Supplement

AGENDA SUBJECT

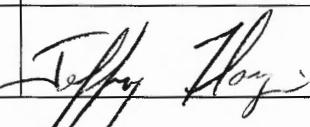
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 717
ADOPTING THE S-8 CODIFICATION SUPPLEMENT.

SUMMARY

This year's codification supplement of the ordinances passed by council that are to be included in the Parker Municipal Code is available for review. If approved, the ordinance approving the Supplement to the Code would result in the online and printed copies of our Code to be brought current.

POSSIBLE ACTION

Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	Jim Shepherd by email	Date:	Sun 11/23/2014 9:34 PM
City Administrator:		Date:	11/26/14

ORDINANCE NO. 717
(Adoption of 2014 S-8 Codification Supplement)

**AN ORDINANCE ENACTING AND ADOPTING THE
EIGHTH SUPPLEMENT TO THE CODE OF ORDINANCES
FOR THE CITY OF PARKER, TEXAS, COLLIN COUNTY.**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Seventh supplement to the Code of Ordinances of the City of Parker, Texas, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Parker; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Parker Municipal Code; and

WHEREAS, it is the intent of the City Council to accept these updated sections in accordance with the changes of the law of the City of Parker; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

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

- Section 1. That the Eighth supplement to the Code of Ordinances of the City of Parker as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto (Exhibit A), be and the same is hereby adopted by reference as if set out in its entirety.
- Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the City Secretary of the City of Parker is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Secretary.

PASSED AND ADOPTED by the City Council of the City of Parker on this _____ day of _____, 2014.

Mayor Z Marshall

ATTEST:

City Secretary Carrie L. Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd

PROPOSED

**PARKER, TEXAS
Instruction Sheet
2014 S-8 Supplement**

REMOVE OLD PAGES

Title page

City Officials page

11, 12
25 through 32

TITLE IX: GENERAL REGULATIONS

47 through 50

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PARALLEL REFERENCES

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CITY OF PARKER, TEXAS

CODE OF ORDINANCES

2014 S-8 Supplement contains:
Local legislation current through Ord. 713, passed 9-2-2014

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PROPOSED

CITY GOVERNMENT

Mayor: Z Marshall
Mayor Pro-tem: Scott Levine
Council Members: Lee Pettle
Ed Standridge
Tom Stone
Patrick Taylor

CITY PERSONNEL

City Administrator: Jeff Flanigan
City Secretary: Carrie L. Smith
City Attorney: James E. Shepherd
City Engineer: Birkoff, Hendricks and Carter
Building Official: Gary Machado
Fire Chief: Mike Sheff
Finance/H.R. Manager: Johnna Boyd
Court Clerk: *Administrator* Lori Newton
Police Chief: Bill Rushing

OTHER BOARDS & COMMISSIONS

Planning and Zoning Commission
Zoning Board of Adjustments
Parks and Recreation Commission
Parker Beautification Committee

CHAPTER 51: WATER

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- 51.02 Scope
- 51.03 Area of service
- 51.04 Definitions

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- 51.16 Design standards apply
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WATER SYSTEM REGULATIONS; GENERAL PROVISIONS

§ 51.01 PURPOSE.

It is the duty of the city to ensure that its citizens are provided a source of potable water. These regulations, standards, and procedures are established by the city. These regulations, standards, and procedures are designed to promote public welfare, health, and safety and to provide a uniform water service for the customers of the city.

(Ord. 337, passed 4-9-1991; Am. Ord. 345, passed 2-11-1992)

§ 51.02 SCOPE.

These regulations, standards, and procedures, when enacted as an ordinance of the city, shall control the planning, installation, inspection, maintenance, and operation of the water system. The enforcement and penalties for violations of these regulations are established herein.

(Ord. 337, passed 4-9-1991; Am. Ord. 345, passed 2-11-1992) Penalty, see § 51.99

§ 51.03 AREA OF SERVICE.

The area of service of the water system for the city is defined to be that territory within the corporate limits of the city and those customers residing outside the city prior to June 30, 1988.

(Ord. 337, passed 4-9-1991; Am. Ord. 345, passed 2-11-1992)

(2) The order becomes effective immediately upon publication.

(C) *Geographical emergency or demand restrictions.* Geographical emergencies may include an area served by the city resulting in a demand for water which lessens the overall pressure and supply of water to either an unacceptable or dangerous level. Upon the recommendation from city staff, the Mayor may determine that the supply to a geographical area may specifically be restricted, including the regulation of specific water usage. Notwithstanding any other provision in this subchapter, a water customer whose use is determined by the Mayor to be high enough to create a negative impact on other customers in the geographic area shall be ordered to reduce consumption immediately. Any water customers affected by the order shall be provided written instructions as to what the emergency restrictions shall be upon their use of water until the emergency is abated. Failure to immediately follow the written instructions of the city is a violation of this subchapter, in accordance with this section. The restrictions for a geographic emergency may be directed to an individual water customer, a homeowners association, a developer, and any other customer or user of water provided by the city.

(D) *Mayor's absence.* The Mayor may appoint the Mayor Pro Tem or the City Administrator to take action in the event of the Mayor's absence.

(E) *Supplemental notification.* Any number of supplemental public notifications may also be utilized after an emergency is declared, including notices posted at City Hall, the fire station, and publicized by direct mail, television, radio, and other news media.

(F) *Termination.* All implemented actions remain in effect until the condition(s) which triggered activation of those actions have been alleviated or until the Mayor determines that the conditions triggering the emergency no longer exist and advises the City Administrator. The Mayor may then order the termination of emergency measures. The public will be informed of the termination in the same manner as provided above in divisions (B) and (C).

(Ord. 439, passed 7-14-1998; Am. Ord. 523, passed 8-13-2002) Penalty, see § 51.99

§ 51.76 DURATION; CHANGE OR EXTENSION OF STAGE OF EMERGENCY.

The Plan is effective on a year-round basis. Upon the recommendation of the City Administrator, the Mayor may upgrade or downgrade the stage of emergency when the criteria identified in § 51.77 trigger such an upgrade or downgrade. Any change in the order must be implemented in the same manner, and must meet all notice requirements prescribed in § 51.75. The Mayor may declare any stage of the Plan specified herein to be effective for a period not to exceed 90 days. Thereafter, the City Council may, upon recommendation of the Mayor and the City Administrator, extend the duration of the particular stage for additional time periods up to, but not to exceed, 120 days each. The Mayor may terminate the particular stage in the manner prescribed in § 51.75, when the City Administrator determines the conditions creating the emergency no longer exist and advises the Mayor accordingly. (Ord. 439, passed 7-14-1998)

§ 51.77 LANDSCAPE AND OUTDOOR WATERING.

(A) Landscape and outdoor watering as defined below in this chapter are limited to the following addresses on the following days. Watering may take place once every week under the Stage 3 restrictions.

<i>Last Digit of Address</i>	<i>Allowed Landscape Water Days</i>
0 or 9	Monday
1 or 8	Tuesday
2 or 7	Wednesday
3 or 6	Thursday
4 or 5	Friday
No outdoor watering on Saturday or Sunday	

(B) In the event NTMWD determines landscape watering should be modified and reduced to once per every 2 weeks, notice of that requirement and a calendar showing watering weeks will be posted on the city website. Additional notice may be mailed to Parker water customers. The calendar will start each calendar year the first week in May, example shown below. A property owner with an address ending in 0 or 9 would comply with the once every 2 weeks schedule in the example calendar below by watering on Monday the 5th, and/or Monday the 19th. There would be no outdoor watering at that address on any other day in May in the example given below.

May 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(C) The following provisions of §§ 11.4 through 11.9 of the NTMWD Model Plan are modified, adopted and incorporated within this chapter. Definitions are as follows:

CITY. The City of Parker.

NTMWD. The North Texas Municipal Water District.

(D) *Provisions for continuing public education and information.* The city may inform and educate the public about the Drought Contingency and Water Emergency Response Plan by the following means:

- (1) Preparing a bulletin describing the Plan and making it available at city hall and other appropriate locations.
- (2) Making the Plan available to the public through the city's web site.
- (3) Including information about the Drought Contingency and Water Emergency Response Plan on the city's web site.
- (4) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Drought Contingency and Water Emergency Response Plan (usually in conjunction with presentations on water conservation programs).
- (5) At any time that the Drought Contingency and Water Emergency Response Plan is activated or the drought stage or water emergency response stage changes, the city may notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information may also be publicized on the city's web site (if available). Billing inserts will also be used as appropriate.

(E) *Initiation and termination of drought or water emergency response stages.*

(1) *Initiation of a drought or water emergency response stage.* The City Administrator, Mayor or official designee may order the implementation of a drought or water emergency response stage when 1 or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- (a) The public will be notified through local media and the city's web site.
- (b) If any mandatory provisions of the Drought Contingency and Water Emergency Response Plan are activated, the city will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.
- (c) Drought contingency/water emergency response stages imposed by NTMWD action must be initiated by the city. For other trigger conditions internal to a city or water supply entity, the City Administrator, Mayor, or official designee may decide not to order the implementation of a drought response stage or water emergency even though 1 or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

(2) *Termination of a drought/water emergency response stage.* The City Administrator, Mayor, or official designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- (a) The public will be notified through local media and the city's web site.
- (b) Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax.
- (c) If any mandatory provisions of the Drought Contingency and Water Emergency Response Plan that have been activated are terminated, the city will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.
- (d) The City Administrator, Mayor, or official designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

(F) *Drought contingency and water emergency response stages and measures.*

(1) *Stage 1.*

(a) *Initiation and termination conditions for Stage 1.*

1. The NTMWD has initiated Stage 1, which may be initiated due to 1 or more of the following:

- a. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- b. Water demand is projected to approach the limit of the permitted supply.
- c. The storage in Lavon Lake is less than 65% of the total conservation pool capacity.
- d. NTMWD's storage in Jim Chapman Lake is less than 65 % of NTMWD's total conservation pool capacity.
- e. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a mild drought.

f. NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 6 months.

g. NTMWD water demand exceeds 90% of the amount that can be delivered to customers for 3 consecutive days.

h. Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.

i. NTMWD's supply source becomes contaminated.

j. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

2. The city's water demand exceeds 90% of the amount that can be delivered to customers for 3 consecutive days.

3. The city's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.

4. The supply source becomes contaminated.

5. The city's water supply system is unable to deliver water due to the failure or damage of major water system components.

6. The city's individual Plan, if adopted, may be implemented if other criteria dictate.

7. Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

(b) *Goal for use reduction and actions available under Stage 1.* Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a 2% reduction in the amount of water produced by NTMWD. The City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary:

1. Request voluntary reductions in water use by the public and by wholesale customers.
2. Notify wholesale customers of actions being taken and request implementation of similar procedures.

3. Increase public education efforts on ways to reduce water use.
4. Review the problems that caused the initiation of Stage 1.
5. Intensify efforts on leak detection and repair.
6. Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, and the like).
7. Notify major water users and work with them to achieve voluntary water use reductions.
8. Reduce city government water use for landscape irrigation.
9. Ask the public to follow voluntary landscape watering schedules.

(2) *Stage 2.*

(a) *Initiation and termination conditions for Stage 2.*

1. The NTMWD has initiated Stage 2, which may be initiated due to 1 or more of the following:
 - a. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - b. Water demand is projected to approach the limit of the permitted supply.
 - c. The storage in Lavon Lake is less than 55% of the total conservation pool capacity.
 - d. NTMWD's storage in Jim Chapman Lake is less than 55% of NTMWD's total conservation pool capacity.
 - e. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a mild drought.
 - f. NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 3 months.
 - g. NTMWD water demand exceeds 95% of the amount that can be delivered to customers for 3 consecutive days.

h. NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

i. NTMWD's supply source becomes contaminated.

j. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

2. The city's water demand exceeds 95% of the amount that can be delivered to customers for 3 consecutive days.

3. The city's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.

4. The supply source becomes contaminated.

5. The city's water supply system is unable to deliver water due to the failure or damage of major water system components.

6. The city's individual Plan may be implemented if other criteria dictate.

7. Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

(b) *Goal for use reduction and actions available under Stage 2.* The goal for water use reduction under Stage 2 is a 5% reduction in the amount of water produced by NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for greater water use reduction. The City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The city must notify TCEQ and NTMWD within 5 business days if these measures are implemented:

1. Continue or initiate any actions available under Stage 1.

2. Notify wholesale customers of actions being taken and request them to implement similar procedures.

3. Initiate engineering studies to evaluate alternatives should conditions worsen.

4. Further accelerate public education efforts on ways to reduce water use.

5. Halt non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, and the like).

6. Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.

7. Requires notification to TCEQ - limit landscape watering with sprinklers or irrigation systems to no more than 2 days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions to the number of days per week of operation.

8. Requires notification to TCEQ - restrict landscape and lawn irrigation from 10:00 a.m. to 6:00 p.m. beginning April 1 through October 31 of each year.

9. Requires notification to TCEQ - Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

(3) *Stage 3.*

(a) *Initiation and termination conditions for Stage 3.*

1. The NTMWD has initiated Stage 3, which may be initiated due to 1 or more of the following:

a. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.

b. Water demand is projected to approach or exceed the limit of the permitted supply.

c. The storage in Lavon Lake is less than 45% of the total conservation pool capacity.

d. NTMWD's storage in Jim Chapman Lake is less than 45% of NTMWD's total conservation pool capacity.

e. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a moderate drought. (Measures required by SRA under a moderate drought designation are similar to those under NTMWD's Stage 3.)

f. The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.

g. NTMWD water demand exceeds 98% of the amount that can be delivered to customers for 3 consecutive days.

h. NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.

i. NTMWD's supply source becomes contaminated.

j. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

2. The city's water demand exceeds 98% of the amount that can be delivered to customers for 3 consecutive days.

3. The city's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.

4. The supply source becomes contaminated.

5. The city's water supply system is unable to deliver water due to the failure or damage of major water system components.

6. The city's individual Plan may be implemented if other criteria dictate.

7. Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

(b) *Goals for use reduction and actions available under Stage 3.* The goal for water use reduction under Stage 3 is a reduction of 10% in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for a greater water use reduction. The City Administrator, Mayor, or official designee must implement any action(s) required by NTMWD. In addition, the City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The city must notify TCEQ and NTMWD within 5 business days if these measures are implemented:

1. Continue or initiate any actions available under Stages 1 and 2.
2. Notify wholesale customers of actions being taken and request them to implement similar procedures.
3. Implement viable alternative water supply strategies.
4. Requires notification to TCEQ - initiate mandatory water use restrictions as follows:

- a. Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
- b. Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
- c. Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
- d. Prohibit using water in such a manner as to allow runoff or other waste.

5. Requires notification to TCEQ - limit landscape watering with sprinklers or irrigation systems at each service address to once every 7 days. Exceptions are as follows:
 - a. Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
 - b. Golf courses may water greens and tee boxes without restrictions.
 - c. Public athletic fields used for competition may be watered twice per week.
 - d. Locations using other sources of water supply for irrigation may irrigate without restrictions.
 - e. Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
6. Requires notification to TCEQ - limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every 2 weeks. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion.
7. Requires notification to TCEQ - prohibit hydroseeding, hydromulching, and sprigging.
8. Requires notification to TCEQ - existing swimming pools may not be drained and refilled (except to replace normal water loss).
9. Requires notification to TCEQ - initiate a rate surcharge as requested by NTMWD.
10. Requires notification to TCEQ - initiate a rate surcharge for all water use over a certain level.

11. Requires notification to TCEQ - if NTMWD has imposed a reduction in water available to the city, impose the same percent reduction on wholesale customers.

12. Requires notification to TCEQ - prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

(4) *Stage 4.*

(a) *Initiation and termination conditions for Stage 4.*

1. The NTMWD has initiated Stage 4, which may be initiated due to 1 or more of the following:

a. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.

b. Water demand is projected to approach or exceed the limit of the permitted supply.

c. The storage in Lavon Lake is less than 35% of the total conservation pool capacity.

d. NTMWD's storage in Jim Chapman Lake is less than 35% of NTMWD's total conservation pool capacity.

e. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a severe drought or emergency.

f. The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.

g. NTMWD water demand exceeds the amount that can be delivered to customers.

h. NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.

i. NTMWD's supply source becomes contaminated.

j. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.

2. City's water demand exceeds the amount that can be delivered to customers.

3. City's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.

4. Supply source becomes contaminated.

5. City's water supply system is unable to deliver water due to the failure or damage of major water system components.

6. City's individual Plan may be implemented if other criteria dictate.

7. Stage 4 may terminate when NTMWD terminates its Stage 4 condition or when the circumstances that caused the initiation of Stage 4 no longer prevail.

(b) *Goals for use reduction and actions available under Stage 4.* The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for a greater water use reduction. The City Administrator, Mayor, or official designee must implement any action(s) required by NTMWD. In addition, the City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on the city. The city must notify TCEQ and NTMWD within 5 business days if these measures are implemented.

1. Continue or initiate any actions available under Stages 1, 2, and 3.

2. Notify wholesale customers of actions being taken and request them to implement similar procedures.

3. Implement viable alternative water supply strategies.

4. Requires notification to TCEQ - prohibit the irrigation of new landscaping using treated water.

5. Requires notification to TCEQ - prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.

6. Requires notification to TCEQ - prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system. ET/Smart irrigation systems are not exempt from this requirement.

7. Requires notification to TCEQ - prohibit golf course watering with treated water except for greens and tee boxes.

8. Requires notification to TCEQ - prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.

9. Requires notification to TCEQ - require all commercial water users to reduce water use by a percentage established by the City Administrator, Mayor, or official designee.

10. Requires notification to TCEQ - if NTMWD has imposed a reduction in water available to the city, impose the same percent reduction on wholesale customers.

11. Requires notification to TCEQ - initiate a rate surcharge for all water use over normal rates for all water use.

(G) *Procedures for granting variances to the Plan.* The City Administrator, Mayor, or official designee may grant temporary variances for existing water uses otherwise prohibited under this Drought Contingency and Water Emergency Response Plan if 1 or more of the following conditions are met:

(1) Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.

(2) Compliance with this Plan cannot be accomplished due to technical or other limitations.

(3) Alternative methods that achieve the same level of reduction in water use can be implemented.

(4) Variances shall be granted or denied at the discretion of the City Administrator, Mayor, or official designee. All petitions for variances should be in writing and should include the following information:

(a) Name and address of the petitioners.

(b) Purpose of water use.

(c) Specific provisions from which relief is requested.

(d) Detailed statement of the adverse effect of the provision from which relief is requested.

(e) Description of the relief requested.

(f) Period of time for which the variance is sought.

(g) Alternative measures that will be taken to reduce water use.

(h) Other pertinent information.

(H) Procedures for enforcing mandatory water use restrictions.

(1) Mandatory water use restrictions may be imposed in Stage 2, Stage 3 and Stage 4 drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions will be determined by each entity.

(2) Appendix G of the NTMWD Model Plan contains potential ordinances, resolutions, and orders that may be adopted by the City Council, board, or governing body approving the Drought Contingency Plan and Water Response Plan, including enforcement of same.

(I) Coordination with the regional water planning groups.

(1) Appendix F of the NTMWD Model Plan includes a copy of a letter sent to the Chair of the Region C water planning group with this model Drought Contingency and Water Emergency Response Plan.

(2) The cities will send a draft of its ordinance(s) or other regulation(s) implementing this Plan to NTMWD for their review and comment. The city will also send the final ordinance(s) or other regulation(s) to NTMWD.

(Ord. 439, passed 7-14-1998; Am. Ord. 713, passed 9-2-2014) Penalty, see § 51.99

§ 51.99 PENALTY.

(A) *General.* Any person who shall violate any provision of this chapter for which no other penalty is provided shall, upon conviction thereof, be subject to penalties as provided in § 10.99 of this code.

(B) *Water system regulations.* Any person, firm, or corporation violating any of the provisions of this chapter, except §§ 51.70 *et seq.*, shall be deemed guilty of a misdemeanor, and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of \$2,000 for each offense; and each and every day the offense is continued shall constitute a new and separate offense. Further, the city may enforce the provisions of this chapter, except §§ 51.70 *et seq.*, by a civil action for damages or injunctive relief in a court of competent jurisdiction. In addition to the penalties provided for herein, any violation of these sections may result in the termination of water service.

(Ord. 337, passed 4-9-1991; Am. Ord. 345, passed 2-11-1992)

(C) Emergency water management.

(1) *Criminal penalty.* Any person, firm, or corporation violating any of the provisions or terms of the Emergency Water Management Plan, §§ 51.70 *et seq.*, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, be subject to a fine not exceeding \$2,000 for each offense; and each and every day the violation shall continue shall be deemed to constitute a separate offense.

(2) *Administrative remedy.* In addition to the fine that may be imposed for a violation of that subchapter pursuant to division (C)(1) above, upon Municipal Court conviction of a second offense within an 18-month period of any Stage 2 or Stage 3 requirement, the city may also terminate service and remove the meter from the location where the violations occurred.

(3) *Administrative remedy; customers outside city.* The City Administrator of Public Works shall advise customers outside the city limits receiving water service from the city of actions taken under the Plan. Noncompliance with any requirement in any stage shall result in termination of service and removal of meter. Prior to this termination, the customer shall be given notice of the city's intent to terminate service and shall have 5 business days from the mailing of the notice to appeal the decision to the City Administrator. Notice shall be sufficient if sent by certified mail to the last known address of the customer. If service is terminated, the customer shall be liable for all costs of reinstallation.

(D) Any person, firm or corporation violating any provision of § 51.56, upon conviction, shall be punished by a fine not to exceed the sum of \$200 for each offense, and each and every day such violation shall continue be deemed and constitute a separate offense.

(Ord. 439, passed 7-14-1998; Am. Ord. 523, passed 8-13-2002; Am. Ord. 592, passed 3-28-2006)

PROPOSED

CHAPTER 97: PARKS AND RECREATION COMMISSION

Section

- 97.01 Compensation of members
- 97.02 Meetings
- 97.03 Voting and quorum
- 97.04 Attendance of City Administrator and/or City Council Liaison
- 97.05 Places; alternates; duties of officers
- 97.06 Powers and duties
- 97.07 Subcommittees
- 97.08 Short title
- 97.09 Definitions
- 97.10 Enforcement
- 97.11 Unlawful acts
- 97.12 Use of commercial vehicles and the like
- 97.13 Parking vehicles
- 97.14 City-sponsored events
- 97.15 Park facilities
- 97.16 Damages and cost of services

- 97.99 Penalty

§ 97.01 COMPENSATION OF MEMBERS.

Members of the Commission shall serve without compensation.
(Ord. 608, passed 2-27-2007)

§ 97.02 MEETINGS.

(A) *Regular meetings.* The Commission shall meet at least bi-monthly. Such bi-monthly meeting shall be on the last Wednesday of every other month at the suggested time of 7:00 p.m. in the City Hall unless another time, date and place be designated by the Chairman, and all members of the Commission notified at least 7 days in advance. Regular meetings shall be in the months of January, March, May, July, September and November. The regular meeting in November may be set each year by resolution of the Commission as the first, second, third or fourth Wednesday of November to avoid conflict with the Thanksgiving holidays.

(B) *Special meetings.* A special meeting may be called with the agreement of the chair, vice-chair, and Council Liaison.

(Ord. 608, passed 2-27-2007; Am. Ord. 658, passed 10-5-2010; Am. Ord. 688, passed 10-30-2012)

§ 97.03 VOTING AND QUORUM.

All questions presented for a vote of the Parks and Recreation Commission shall be decided by a simple majority of those present. A meeting may not be held unless a majority of the members are in attendance.

(Ord. 608, passed 2-27-2007)

§ 97.04 ATTENDANCE OF CITY ADMINISTRATOR AND/OR CITY COUNCIL LIAISON.

The City Administrator and/or City Council Liaison may be in attendance at Commission meetings as required by the City Council. The City Administrator may have other members of the staff in attendance at Commission meetings when required or requested by the Commission. The City Administrator may participate in meetings to provide staff assistance, reports and recommendations as requested by the Commission.

(Ord. 608, passed 2-27-2007)

§ 97.05 PLACES; ALTERNATES; DUTIES OF OFFICERS.

(A) *Places.*

(1) The Parks and Recreation Commission for the city shall consist of 5 members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 3, and 5 shall have 2-year terms, expiring May 31 in odd years. Places 2 and 4 shall have 2-year terms, expiring May 31 in even years. All terms commence on June 1 of the even or odd year assigned that Place.

(2) There are no term limits for appointees. Upon the passage of Ordinance 683, the Council may designate, or re-designate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms.

(3) Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of Ordinance 683 continues in that Place through May 31 of the even or odd year term for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

(B) *Alternates*. A majority of the City Council may appoint 1, 2, 3, or 4 alternates to the Parks and Recreation Commission. The terms of the alternates will be 1-year terms, unless specifically set at the time of the appointment of the alternate as a 2-year term. An alternate may be reappointed at the discretion of the Council. Regardless of the term assigned to the alternate, the City Council may remove an alternate with or without cause at any time. Terms of alternates commence June 1 of each year. All alternates continue to serve until their successors are appointed and qualified; save and except when an alternate resigns in writing. Alternate members shall be classified as members for all purposes other than regular voting.

(C) *Duties*. The duties of the officers of the Parks and Recreation Commission shall be as follows:

(1) *Chairman*. The Chairman shall preside at all meetings when he or she is present. The Chairman shall implement or cause to have implemented any practice or procedure in the calling of meetings, conduct of meetings, or reporting of activities that he or she considers in the best interest of the Commission and shall so inform the City Council or consult with the City Council when necessary or desirable. It shall be the responsibility of the Chairman to request from the City Administrator support activity needed from the city. It shall be the responsibility of the Chairman to submit reports to the City Council, when necessary or requested, relative to such matters as Commission activity, participation by members, and any other matters deemed significant relative to the Commission's functions. The Chairman may represent the Parks and Recreation Commission at public functions.

(2) *Vice-Chairman*. The Vice-Chairman shall assist the Chairman in directing the total affairs of the Commission. In the absence of Chairman, the Vice-Chairman shall assume all duties of the Chairman.

(3) *Secretary*. The Secretary shall take minutes and maintain the books and records of the Commission.

(4) The Commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, and their goals for the upcoming quarter. The report on the expenditures requested and granted by the staff and City Council will be given, together with the requested expenditures for the upcoming quarter. The Commission does not have an independent budget. All expenditures are to be reviewed and approved by the City Administrator or Mayor, or their designee. (Ord. 608, passed 2-27-2007; Am. Ord. 658, passed 10-5-2010; Am. Ord. 683, passed 9-4-2012; Am. Ord. 688, passed 10-30-2012)

§ 97.06 POWERS AND DUTIES.

The Commission shall have the following powers and perform the following duties:

(A) *Advisory capacity to Council*. The primary role of the Commission shall be to advise the Council regarding the city land known as the Preserve, adjacent to City Hall. It shall act only in an advisory capacity to the City Council in all matters pertaining to nature areas, trails, open space,

historical areas, public gardens, and public activity, collectively referred to as recreation, shall acquaint itself with and make a continuous study and inspection of the complete "open spaces plan" [or "nature plan"] of the city; and shall advise with the City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement and use policy of the city open space property.

(B) *Recommend standards.* It shall recommend the adoption of standards on areas, facilities, program and financial support.

(C) *Review, maintenance of master planning guide: review of services and needs.* There shall be created a master planning guide for city open spaces areas and the Commission shall review and maintain such master planning guide. Such master planning guide shall be considered, revised and maintained with technical assistance and recommendations of the city staff and the city Plan Commission. The master planning guide shall be reviewed at least bi-annually and periodically updated. The Commission shall periodically review all recreation services that exist or that may be needed and interpret the needs of the public to the City Council and to the City Administrator. In the conduct of the above activities, the Commission shall, at the request of the City Council, hold public hearings provided notice is published in the official city newspaper at least 10 days prior to such public hearings.

(D) *Rules and regulations for conduct of business.* It shall follow the rules and regulations prescribed by the City Council for the conduct of its business.

(E) *Other recommendations to Council.* It shall make any other recommendations to the City Council regarding recreation matters that it considers advisable, or which are requested by the City Council.

(F) *Solicitations.* It may solicit for the city gifts, revenues, bequests or endowments of money or property as donations or grants from persons, subject to the prior approval and acceptance by the City Council. All funds are the property of the city, to be accepted and/or expended by the City Council.

(G) *Reports.* It shall cause to have reports prepared as required on any aspect of the program or facilities. No such reports shall be made available to other than Commission members and City Council members without action by the Commission in a formal meeting.

(Ord. 608, passed 2-27-2007)

§ 97.07 SUBCOMMITTEES.

(A) *Appointment.* The Parks and Recreation Commission, by a majority vote of the quorum present at any regular or special meeting, may appoint such members and citizens as reasonable and prudent to subcommittees to serve the purposes of the Parks and Recreation Commission.

(B) *Termination.* These committees may be dissolved in a like manner, or by the City Council. (Ord. 608, passed 2-27-2007)

§ 153.05 AUTHORIZED SIGNS.

(A) Authorized signs in the city may be either monument style or attached to a building, unless otherwise specified.

(B) Specifically, authorized signs described in this section shall conform to the requirements of this section, as set forth below.

(1) *Real estate.*

(a) *Residential-onsite.* Signs not exceeding 8 square feet in area and not exceeding 4 feet in height in residential districts which advertise the sale, rental or lease of the premises upon which such signs are located only. The number of signs shall be limited to 1 per lot or complex, except, where such lot or complex abuts more than 1 dedicated public street, 1 additional sign shall be allowed for the additional public street.

(b) *Temporary directional-offsite.* Temporary realtor directional signs located off-premises advertising the sale of real estate, providing such signs do not exceed 4 square feet in area, and providing that signs may contain the word "open" and may contain a directional indicator. Such signs may not be located in street right-of-way, including medians, and/or obstruct vision of traffic or pedestrians, nor be constructed of paper or cardboard. Signs must be kept well painted and in good condition and may be utilized only from Friday at 12:00 noon until the following Monday at 12:00 noon. No lot, or subdivision, or lots within a subdivision, shall have more than an aggregate of 10 signs placed in Parker pursuant to this section. Each subdivision may have a total of 10 signs, which may be any combination of developer, builder, or realtor signs.

(c) *Undeveloped acreage-onsite.* Signs for undeveloped or not yet platted acreage of not less than 3 acres may have signs as follows:

1. Not larger than 32 square feet per side, 64 square feet total per sign;
2. Not higher than 10 feet in height above the ground surface of the tract;
3. For tracts greater than 3, and less than 50 acres, there may be 1 sign on each public roadway abutting the tract;
4. For tracts of 50 acres and larger, there may be 2 signs on each public roadway abutting the tract; and
5. The sign or signs must be set back 25 feet from the boundary of the tract.

(d) *Subdivision directional-offsite.* A platted subdivision of not less than 10 acres may have not more than 2 directional signs as follows:

1. Must be within 1 mile of the subdivision;
2. Located on a collector or arterial road frontage;
3. Not less than a 25 foot setback;
4. The 2 signs must not be closer together than 1,000 feet;
5. The sign must be removed upon issuance of any building permit for any of the last 4 lots in this subdivision; or 5 years from the date of the sign permit to construct such signs, whichever comes first. The applicant may request an extension from the Sign Control Board.

6. Not larger than 32 square feet per side, 64 square feet total per sign; and
7. Not higher than 10 feet in height above the ground surface of the tract.

(e) *Residential subdivision permanent identification signs.* Residential subdivision permanent identification signs shall include the following characteristics:

1. The sign shall be permanent in nature, and shall be approved as a part of the landscaping and entrance treatment, if any, at the entrance, or entrances, to the subdivision. The purpose of the subdivision identification sign is the permanent identification of the subdivision, rather than the identification of the builder, contractors, realtors, or other persons or entities responsible for the development and sale of the real estate within the subdivision. The residential subdivision identification sign shall comply with the requirements for monument signs in division (F) below, or as they may be specifically authorized by the City Council as a part of the approval process for the landscaping treatment for the subdivision entrance.

2. Without other authorization by the City Council, the maximum size of a residential subdivision identification sign shall be 35 square feet in area and 6 feet in height. An example of residential identification subdivision signs is attached to Ord. 595, as Exhibit B.

(C) *Temporary political signs.*

(1) No political sign may be placed in any location that obstructs vision for traffic. Any sign in violation of the provision of this section may be removed by the city staff if the sign creates a hazardous condition.

(2) All political signs shall comply with all state and federal requirements, including Tex. Election Code, Chapter 255 and 61.003, and Tex. Trans. Code, Chapters 392 and 393.

(3) No political sign may be placed on public property, including city right of way and road easements, except in compliance with division (C)(5), electioneering at polling locations, below.

(4) No political sign may be: larger than 36 square feet, and/or more than 8 feet high, illuminated and/or have any moving elements.

(5) *Electioneering at polling locations.*

(a) *Purpose.* The purpose of this section is to provide reasonable regulations for electioneering on city owned or controlled public property when the property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

(b) *Definitions.* For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ELECTIONEERING. The posting, use, or distribution of political signs or literature.

PROHIBITED AREA. The area within which Tex. Election Code § 85.036(a), as amended, prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or voting.

VOTING PERIOD. The period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days. The period for a runoff election shall be considered to be a separate voting period.

(c) *Regulations and exceptions.*

1. The following regulations apply to electioneering on the premises of public property that occurs outside the prohibited area during the voting period.

a. It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for 72 hours before and/or after the voting period.

b. It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.

c. It is an offense for any person to place any electioneering sign or literature within 10 feet of the public road way adjacent to the public property where a polling location is located.

d. It is an offense for any person to place an electioneering sign on the premises of a polling location that exceeds 36 square feet and is more than 8 feet in height.

e. In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.

f. The authority to conduct electioneering on public property under this section is limited to the property on the premises where the voting is conducted and only for the voting period.

2. The regulations set forth in division 1. above shall not apply to any city authorized signs, materials or other messages on its property.

(D) Temporary construction signs denoting the architect, engineer, contractor, subcontractor, and/or financier and temporary signs denoting the future location of a particular business, retail center or institution subject to 1 such construction sign and 1 such future location sign per street adjacent to the construction site or future location site and each sign not to exceed 32 square feet in area, and providing such signs do not extend above 10 feet in height, measured from ground level, and providing such signs are located on the premises where construction or location being advertised is or will be occurring. Only 1 construction sign and 1 future location sign may abut a given street. Such signs shall be removed upon issuance of any occupancy permit.

(E) Occupational signs denoting only the name and profession of an occupant in a commercial, public, office or institutional building in all residential districts and areas and not exceeding 3 square feet in area.

(F) Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other noncombustible materials. Such signs shall not exceed 4 square feet in area for each wall facing a street.

(G) Flags, emblems and insignia of the United States, federal agencies and any state or local government body including corporate and logo flags, and decorative displays for holidays or legal public demonstrations which do not contain advertising and are not used as such. Corporate and logo flags shall be limited to 1 per site when accompanied by a U.S. and/or state flag of equal size for larger. Corporate and logo flags shall be limited in size to 20 square feet for sites of less than 1 acre, 30 square feet for sites of more than 1 acre but less than 5 acres, and 40 square feet for sites of 5 or more acres, and 40 square feet for sites in residential zoned districts regardless of acreage.

(H) Signs not exceeding 3 square feet in area may be suspended from the underside of a projecting structure. The lowest portion of such signs must be 8 feet above a walkway.

(I) Signs not exceeding 16 square feet and not exceeding 6 feet in height for establishments providing engine fuel sales which advertise prices of fuel on premises, providing such sign shall be permanently attached to a structure. No establishment shall have more than 1 sign per street front.

(J) Signs not exceeding 1 square foot in area affixed to windows or doors which will identify emergency telephone numbers, hours and security information.

(K) Signs on sites used by public, religious institutions in any use district where such signs are an integral part of the site architecture or landscaping. A maximum of 2 signs per adjacent public street shall be allowed. All other sites shall not be allowed more than 1 monument sign and 1 attached sign. Attached signs shall not exceed 24 square feet in area and shall be located entirely below the roof line of the building. Attached signs for educational institutions shall be permissible in these districts; providing, however, no more than 1 attached sign and 1 attached bulletin board will be allowed per building. The letters for the attached sign shall be not more than 12 inches in height and the bulletin board shall be no more than 25 square feet in size. Monument signs shall not exceed 24 square feet in area and 6 feet in height, except for religious institutions wall shall not exceed 60 square feet in area.

(L) Signs in any district or area not to exceed 3 square feet to advertise available employment.

(M) Signs containing street address numbers, providing that such numbers shall be no larger than 12 inches in height, and providing that street address numbers shall be limited to not more than 2 sets per building.

(N) Where authorized by this section, monument signs are preferred by the city. A monument sign shall require a sign permit to be issued by the Chief Building Official, and shall include the following characteristics:

(1) All monument signs shall be placed in concrete bases or footings. Monument signs may be constructed only of materials that are noncombustible or slow burning in the case of plastic inserts and faces and may be supported by noncombustible material only, and finished in a presentable manner; wood or nonpainted steel supports are specifically prohibited. Heavy timber and other materials may be used if approved by the Chief Building Official.

(2) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MULTIPLE-USE MONUMENT SIGNS. Monument signs that provide identification or advertisement of multiple businesses, services, products, persons, organizations, places or buildings.

SINGLE-USE MONUMENT SIGNS. Monument signs that provide identification or advertisement of a specific business, service, product, person, organization, place or building.

(3) Monument signs shall be landscaped around the base of the sign in an area equal to 4 feet for each square foot of sign and base area. No monument sign shall obstruct the vision of traffic on public streets or be constructed so as to interfere with site lines at elevations between 2 1/4 feet and 8 feet above the top of the adjacent roadway within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line 20 feet from the intersection. Monument signs shall be limited to a height of 6 feet or less, and an area of 35 square feet for single-use signs and 50 square feet for multiple-use signs.

(O) *Homeowners association signs.*

(1) A Homeowners Association in Parker with not fewer than 5 property owners as members may temporarily post signs in the right of way in accordance with this division. The HOA may post such signs only to provide notice of Homeowners Association events or meetings.

(2) The Homeowners Association may place not more than a total of 4 signs, each not more than 5 square feet in sign area, nor more than 4 feet in height, as measured from grade level to the top of the sign. The signs may be placed not more than 72 hours before the event or meeting, and the signs may not remain in place more than 24 hours after the event or meeting.

(3) Each sign shall clearly identify the name of the Homeowners Association, and provide an address and telephone number for the agent or office of the Homeowners Association responsible for the placement of the sign. The HOA signs all must be placed within the boundaries of the Homeowners Association.

(P) *Garage sales signs.*

(1) A Parker resident desiring to hold a garage sale may place not more than 4 signs, each of them more than 4 square feet in area, nor more than 4 feet in height, as measured from grade level to the top of the sign to advertise the sale. The signs may only be placed between sunrise, and sunset, of the day the sale is taking place.

(2) The signs may be placed only on the property on which the sale is being conducted, and not more than 3 off-site signs. Each sign will clearly identify the name, address, and telephone number of the person conducting the sale.

(Q) *Municipal signs.* The city may place any municipal signage on such municipally owned property, or public right-of-ways, as the city may determine complies with county, state, and federal law.

(Ord. 595, passed 5-23-2006; Am. Ord. 711B, passed 4-15-2014) Penalty, see § 153.99

§ 153.06 NONCONFORMING SIGNS.

A permanent sign erected within the city prior to the effective date of this chapter, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended, except as otherwise provided herein. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

(A) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.

(B) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50% of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this chapter.

(C) *Removal of unlawful signs.* In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this chapter, the City Administrator or City Secretary shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for the sign to remove the sign or bring the sign into compliance with this chapter. If the order is not complied with within 10 days, the City Administrator or City Secretary shall revoke the sign permit, if any, or cause a complaint to be filed in the Municipal Court.

(D) *Placement and removal of signs.* All signs shall be placed by the owner or the party in control of the property or with the permission of the owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this chapter.

(E) Nonconforming temporary business signs and portable signs shall be removed or made to conform with the provisions of this chapter within 30 days after the effective date of this chapter.
(Ord. 595, passed 5-23-2006) Penalty, see § 153.99

§ 153.07 STRUCTURAL REQUIREMENTS.

(A) *Compliance with building code.* All signs and sign structures shall comply with the pertinent requirements of the building codes of the city.

(B) *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of 8 feet vertically and 8 feet horizontally from any transmission line carrying 750 volts or greater.

(C) *Wiring.* Any wiring to a lighted sign, where approved, shall be installed underground, except where impractical or infeasible, as determined by the Chief Building Official, and in those instances shall be at least 14 feet above ground level.

(Ord. 595, passed 5-23-2006) Penalty, see § 153.99

PROPOSED

members, when appointed, shall serve for a term of 1 year, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

(2) The person acting as Ordinance Administrator for the city shall be an ex-officio member of the Board of Adjustment without power of vote, and as an ex-officio member of the Board shall set up and maintain a separate file for each application for appeal and variance received and shall record therein the names and addresses of all persons, firms, and corporations to whom notices are mailed, including the date of mailings and the person by whom the notices were delivered to the mailing clerk, post office, or mail box, and further keep a record of all notices published as required herein. All records and files herein provided for shall be permanent and official files and records of the city.

(3) The Board shall forthwith notify in writing the City Council, the Commission, and the City Building Inspector of each decision, interpretation, and variance granted under the provisions of this chapter.

(4) The terms of the Zoning Board of Adjustment members and alternates shall commence December 1 of the 2 year term, and shall expire on November 30.

(C) *Operational procedure.*

(1) The Board of Adjustment shall adopt rules to govern its proceedings; provided, however, that the rules are not inconsistent with this chapter or state law. Meetings of the Board shall be held at the call of the chairperson and at other times as the Board may determine. The chairperson, or in his or her absence, the acting chairperson, may administer oath and compel the attendance of witnesses.

(2) All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(3) Appeals to the Board may be made in writing by any person aggrieved or by any municipal officer, department, or board affected by any decision of the Administrator. The appeal shall be filed with the Board by the Administrator within 15 days after the original decision rendered by the Administrator. The appeal shall be accompanied by all papers constituting the record pertaining to that appeal. Formal notice of the appeal shall be issued by the Administrator, this notice to specify the grounds upon which the appeal is made.

(4) Appeal shall stay all proceedings in furtherance of the action appealed from unless the officer from whom the appeal is taken certified to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property. In these cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(5) Upon notice of appeal being given to the Administrator and before the appeal shall be construed as having been perfected, the applicant must file with the notice of appeal to the Board an amount of money estimated by Administrator to be sufficient to mail and publish all notices required herein, that amount in no case to be less than \$25.

(6) No appeal to the Board for the same or related variance on the same piece of property shall be allowed prior to the expiration of 6 months from the previous ruling by the Board on any appeal to that body unless other property in the immediate vicinity has, within that 6-month period, been changed or acted on by the Board or City Council so as to alter the facts and conditions on which the previous Board action was based. Such a change of circumstances shall permit the rehearing of an appeal by the Board prior to the expiration of the 6-month period, but those conditions shall in no wise have any force in law to compel the Board, after a hearing, to grant a subsequent appeal. The subsequent appeal shall be considered entirely on its merits and the peculiar and specific conditions related to the property on which the appeal is brought.

(7) At a public hearing relative to any appeal, any interested party may appear in person or by agent or by attorney. The burden of proof shall be on the applicant to establish the necessary facts to warrant favorable action of the Board on any appeal. Any variance granted or authorized by the Board under the provisions of this chapter shall authorize the issuance of a building permit or a certificate of occupancy, as the case may be, for a period of 180 days from the date of the favorable action of the Board, unless the Board shall have in its action approved a longer period of time and has so shown that specific longer period of time in the minutes of its action. If the building permit or certificate of occupancy shall not have been applied for within the 180-day period or extended period as the Board may have specifically granted, then the variance shall be deemed to have been waived and all rights thereunder terminated. This termination and waiver shall be without prejudice to a subsequent appeal, and the subsequent appeal shall be subject to the same regulations and requirements for hearing as herein specified for the original appeal.

(D) Actions of the Board.

(1) In exercising its powers, the Board of Adjustment may, on conformity with the provisions of the statutes of this state as existing or hereafter amended, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and make such an order, requirement, decision, or determination as ought to be made, and shall have all the powers of the officer from whom the appeal is taken. The Board shall have the power to impose reasonable conditions to be complied with by the applicant.

(2) The concurring vote of 4 members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variance in this chapter.

(h) Permit variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum setback standards, off-street parking, or off-street loading regulations where the literal enforcement of the provisions of this chapter would result in an unnecessary hardship, and where the variance is necessary to permit a specific parcel of land which differs from other parcels of land in the same district by being of such a restricted area, shape, or slope that it cannot be developed in a manner commensurate with the development permitted upon other parcels of land in the same district. A modification of the standard established by this chapter shall not be granted to relieve a self-created or personal hardship, nor for financial reason only, nor shall a modification be granted to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land in the district.

(G) *Appeals from the Board.* Any person or persons, or any board, taxpayer, department, board, or bureau of the city aggrieved by any decision of the Board of Adjustment, may seek review by a court of record of that decision, in the manner provided by the laws of this state.

(Ord. 483, passed 6-6-2000; Am. Ord. 604, passed 10-10-2006; Am. Ord. 709, passed 2-4-2014)
Penalty, see § 156.99

§ 156.68 APPEALS; BOARD AND COUNCIL RESPONSIBILITIES.

(A) It is the intent of this chapter that all questions of interpretation and enforcement shall be first presented to the Ordinance Administrator in writing and that these questions shall be presented to the Board only on appeal from the decision of Ordinance Administrator, and that recourse from the decisions of the Board shall be to the courts as provided by law.

(B) It is further the intent of this chapter that the duties of the City Council in connection with this chapter shall not include hearing and deciding questions of interpretation that may arise. The procedure for deciding those questions are stated herein.

(C) Under this chapter, the City Council shall have only the following duties:

- (1) Considering and adopting or rejecting proposed amendments or the repeal of this chapter, as provided by law;
- (2) Establishing a schedule of fees and charges as stated in § 156.69 below;
- (3) Appointing members of a Board and designating an Ordinance Administrator; and
- (4) Hearing appeals on and approving or rejecting special use permits.

(Ord. 483, passed 6-6-2000)

§ 156.69 FEES, CHARGES, AND EXPENSES; ESTABLISHMENT.

(A) The City Council shall establish from time to time by resolution or ordinance a schedule of fees, charges, and expenses and a collection procedure for building permits, certificates of compliance, appeals, and other such matters pertaining to this chapter. The schedule of fees shall be posted in the office of the Ordinance Administrator and may be altered or amended only by the City Council.

(B) Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

(Ord. 483, passed 6-6-2000)

§ 156.70 AMENDMENT.

(A) The regulations, restrictions, and boundaries set forth in this chapter may from time to time be amended, supplemented, changed, modified, or repealed upon initiation by the Commission, the City Council, or by a petition of a property owner or owners or their authorized agents, submitted to the City Administrator; provided however, that no such action may be taken until:

(1) The question has been referred to the Commission for consideration and public hearing on the question and its recommendation received; and

(2) A public hearing has been held in relation thereto, before the City Council, at which parties in interest and citizens shall have an opportunity to be heard.

(B) At least 10 days but not more than 30 days prior to the hearings, notice of the time and place of these hearings and description of the proposed change shall be published in a newspaper of general circulation in the city.

(C) When a proposed amendment affects the zoning classification or redistricting of property, the Commission shall give written notice to property owners within a distance of at least 200 feet from the boundaries of the subject property, at least 10 days prior to the hearing date. In case of a written protest against the change, signed by the owners of 20% or more either of the area of the lots or land included in the proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom, then the amendments shall not become effective except by the favorable vote of at least 3/4 of all members of the City Council.

(D) The same procedure for notifying property owners as provided in division (C) above shall be followed by the City Council for hearings on proposed amendments that affect the zoning classification, redistricting petitions, and for special use permit applications, except that the City Council may notify all property owners of record within the city, as shown on the current tax roll, by letter at least 10 days before the hearing.

ELECTION CODE

<i>Statutory Reference</i>	<i>2005 Code</i>
61.003	153.05
85.036(a)	153.05
Ch. 255	153.05

FAMILY CODE

<i>Statutory Reference</i>	<i>2005 Code</i>
Ch. 31	96.01, 96.03
51.08	96.99

GOVERNMENT CODE

<i>Statutory Reference</i>	<i>2005 Code</i>
Ch. 29	Ch. 31
Ch. 551	150.02
Ch. 552	32.03

<i>Ord. No.</i>	<i>Date Passed</i>	<i>2005 Code</i>
507	6-12-2001	33.04
508	7-10-2001	156.01, 156.32, 156.33, 156.37, 156.99
510	9-4-2001	151.20, 151.99
515	12-4-2001	33.03
516	12-11-2001	151.02, 151.99
517	1-8-2002	151.37, 151.99
522	7-23-2002	52.03, 52.99
523	8-13-2002	51.75, 51.99
524	8-27-2002	151.02, 151.99
534	4-15-2003	151.36, 151.99
537	4-1-2003	30.30
540	4-29-2003	30.31
543	6-24-2003	151.36, 151.99
549	9-9-2003	31.06
553	1-20-2004	94.01 - 94.04, 94.99
557	7-13-2004	150.02
560	10-26-2004	92.03
562	2-8-2005	156.01, 156.80 - 156.86, 156.99
571	6-28-2005	94.02
577	9-20-2005	151.36
584	12-13-2005	70.16, 70.99
591	3-28-2006	90.01
592	3-28-2006	51.56, 51.99
593	3-28-2006	52.02, 52.99
594	4-25-2006	96.01 - 96.04, 96.99
595	5-23-2006	153.01 - 153.11, 153.99
604	10-10-2006	156.67
605	10-10-2006	30.02
608	2-27-2007	97.01 - 97.16, 97.99
618	1-22-2008	51.49, 51.56, 52.02, 91.03, 91.05, 91.06, 95.20
622	5-13-2008	Adopting Ordinance
625	7-1-2008	92.01 - 92.03
626	7-8-2008	151.36
634	10-14-2008	98.01 - 98.04, 98.99
638	2-17-2009	156.37
640	4-7-2009	53.04
648	12-1-2009	51.56
649	2-2-2010	94.04
650	3-16-2010	52.02
653	3-16-2010	156.37
658	10-5-2010	97.02, 97.05

<i>Ord. No.</i>	<i>Date Passed</i>	<i>2005 Code</i>
661	9-21-2010	Adopting Ordinance
666	4-19-2011	53.04, 53.99
667	5-3-2011	151.21, 151.99
683	9-4-2012	97.05
688	10-30-2012	97.02, 97.05
696	5-21-2013	156.37
697	8-6-2013	92.03, 156.32, 156.33
699	7-15-2013	33.03
706	10-15-2013	53.04
709	2-4-2014	156.67
711B	4-15-2014	153.05
713	9-2-2014	51.77

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- Streets and thoroughfares, 155.052
- Water facilities, 155.056

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Council Agenda Item

Budget Account Code:	Meeting Date: December 2, 2014
Budgeted Amount:	Department/ Requestor: City Secretary Smith
Fund Balance-before expenditure:	Prepared by: J. Shepherd
Estimated Cost:	Date Prepared: November 25, 2014
Exhibits:	1. Proposed Resolution

AGENDA SUBJECT

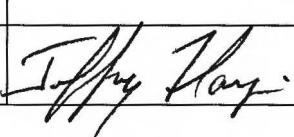
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014 - 465 APPOINTING 2015-2016 PLANNING AND ZONING COMMISSIONERS AND OFFICERS. [P&Z]

SUMMARY

All commissioners have expressed their desire to continue to serve on the Planning and Zoning Commission in their current positions.

POSSIBLE ACTION

- Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	J. Shepherd by email	Date:	Tue 11/25/2014 9:53 AM
City Administrator:		Date:	11/26/14

RESOLUTION NO. 2014-465
(2015-2016 P&Z Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO SERVE ON THE PLANNING AND ZONING COMMISSION

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

SECTION 1. Appointment of Voting Members Expiring November 2016

The following are hereby appointed to serve on the Planning and Zoning Commission as voting members for a term of two years, expiring November 30, 2016 or until their successors are appointed and qualified.

Place 2	Joe Lozano
Place 4	Cleburne Raney

SECTION 2. Appointment of Voting Members Expiring November 2015

The following are hereby appointed to serve on the Planning and Zoning Commission as voting members for the unexpired portion of a two year term, expiring November 30, 2015 or until their successors are appointed and qualified.

Place 1	Russell Wright
Place 3	Leonard Stanislav
Place 5	Jasmat Sutaria

SECTION 3. Appointment of Alternate Members Expiring November 2015

The following are hereby appointed to serve on the Planning and Zoning Commission as alternate members for the unexpired portion of a two year term, expiring November 30, 2015 or until their successors are appointed and qualified.

Alternate 1	Wei Wei Jeang
Alternate 2	Tony Cassavechia
Alternate 3	David Leamy

SECTION 4. Appointment of Officers Expiring November 2015

THAT the officers of the Planning and Zoning Commission shall include a Chairperson, Vice-chairperson, and Secretary for a term of one-year, expiring November 30, 2015 or until their successors are appointed and qualified.

Chairperson	Russell Wright
Vice Chairperson	Joe Lozano
Secretary	Leonard Stanislav

SECTION 6. Effective Date.

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this _____ day of _____.

APPROVED:

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



Council Agenda Item

Budget Account Code:	1-40-6310	Meeting Date:	December 2, 2014
Budgeted Amount:	\$25,700	Department/ Requestor:	Fire Department
Fund Balance-before expenditure:	\$25,700	Prepared by:	Shepherd/Sheff
Estimated Cost:	\$10,658	Date Prepared:	11/12/2014
Exhibits:	Proposed Resolution		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-I-11
APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY
MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC
AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEFF]

SUMMARY

This item is now ready for final deliberation and vote. It was tabled from a prior meeting, as described below.

Tabled from City Council meeting 9/2/2014.

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014 -- 461 APPROVING A CONTRACT ENTITLED INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION---AN AGREEMENT AMONG THE CITY OF PARKER AND THE LOCAL GOVERNMENTAL ENTITIES CONSTITUTING THE SOUTHEAST COLLIN COUNTY EMS COALITION.

Chief Sheff stated, "Pursuant to the ETMC EMS contract, the City of Wylie is tasked with providing backup ambulance service for Coalition members when ETMC EMS ambulances are unavailable, memorialized under an Interlocal Cooperation Agreement between Wylie and Parker. The Agreement runs concurrent with the ETMC EMS contract and matures September 30, 2014."

City Attorney Shepherd requested this item be tabled to a future meeting to allow additional time to resolve issues in the contract. Chief Sheff had no opposition.

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

The City of Parker is a member of the Southeast Collin County EMS Coalition. As a member, Parker contracts with East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service ("ETMC EMS") for primary paramedic ambulance service. Pursuant to the ETMC EMS contract, the City of Wylie is tasked with providing backup ambulance service for Coalition members when ETMC EMS ambulances are unavailable, memorialized under an Interlocal Cooperation Agreement between Wylie and Parker. The Agreement runs concurrent with the ETMC EMS contract and matures September 30, 2014.

The fire department recommends extending the Interlocal Cooperation Agreement with the City of Wylie for an additional five years to run concurrent with the amended and extended ETMC EMS contract now before Council under separate resolution. Our recommendation is based on satisfactory service to the City and its citizens at reasonable cost. *Discussed below, our recommendation carries an acknowledgement of a sub-optimal release and indemnity provision (unchanged from the current Agreement), with the further recommendation that the city attorney continue negotiations with Wylie for amended provision(s).* Approval of the Interlocal will represent its third consecutive five-year extension.

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Parker Fire Department provides first-responder, paramedic level emergency medical services to our citizens but does not operate an ambulance. ETMC EMS is and has been our City's primary ambulance provider. ETMC EMS operates one paramedic ambulance dedicated solely to 911 calls within the Coalition, plus one paramedic ambulance, stationed at Wylie Lake Pointe and used primarily for hospital-to-hospital non-emergency transportation, but, when available, provides 911 service to the Coalition. When either of the ETMC EMS ambulances is unavailable, Parker and all other affected parties to the ETMC EMS agreement further contract with the City of Wylie for backup ambulance service provided by Wylie Fire Rescue. Wylie Fire Rescue operates two ambulances dedicated solely to 911 service.

Dispatch protocols call for an ETMC EMS ambulance to be dispatched first before a Wylie ambulance is utilized. Dispatch of both ETMC EMS and Wylie ambulances is managed by Wylie Fire Dispatch thereby providing a seamless handling of an EMS call by the dispatch center. Additionally, Wylie maintains mutual aid arrangements with neighboring municipalities regarding the use of additional ambulances in the event a Wylie backup ambulance is unavailable to respond to an emergency in Parker.

The City of Wylie apportions its cost for providing backup service amongst all Coalition members ratably based upon actual utilization. The apportionment, paid in quarterly installments, is derived by dividing the cost of back-up ambulances (as determined annually by Wylie at its sole discretion) by the number of calls received the previous year by each Coalition member. For fiscal year 2014/2015, Wylie will charge \$888.24 per response substantially unchanged from the current fiscal year's charge.

For FY 2013/2014 the charge to Parker for backup ambulance service was \$19,628 based on 22 emergency runs into Parker *during 2012*. For FY 2014/2015, the charge to Parker will reduce to \$10,659 based upon 12 runs *during 2013*. For purposes of reference, the chart below depicts FY 2014/2015 total allocations amongst all Coalition members,

	# Backup Calls 2013	Per Call Charge	Fee due Wylie
Wylie	285	\$888.24	\$253,148.40
Collin County	21	\$888.24	\$18,653.04
Lavon	13	\$888.24	\$11,547.12
Parker	12	\$888.24	\$10,658.88
St. Paul	2	\$888.24	\$1,776.48
TOTALS	333		\$295,783.92

The Interlocal Cooperation Agreement contains sub-optimal release and indemnity provisions arising from the operation of and service rendered by a Wylie ambulance that carry a potential and unquantifiable economic impact to the City. The Fire Department acknowledges the issue but balances the tradeoff with the high certainty of execution regarding the timely dispatch and arrival of an ambulance. Life threatening, emergency medical events require prompt transport to an appropriate hospital and delays typically experienced in seeking mutual aid ambulances from neighboring municipalities are avoided by use of the Wylie backup ambulance platform.

POSSIBLE ACTION

Approve, Modify, Table or Deny.

Inter – Office Use			
Approved by:			
Department Head:	Chief Sheff by email	Date:	Thu 11/13/2014 11:31 AM
City Attorney:	Jim Shepherd by email	Date:	Thu 11/13/2014 9:36 AM

City Administrator:	<u>Tiffy Hay</u>	Date:	<u>11/26/14</u>
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RESOLUTION NO. 2014-464
*(Contractual Agreement for Emergency Services
with the Collin County EMS Coalition)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF A CONTRACT ENTITLED
“INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY
MEDICAL SERVICES COALITION”**

WHEREAS, the City of Parker desires to contract for the provision of paramedic ambulance service by the Southeast Collin County EMS Coalition (“Coalition”)

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

SECTION 1. The Parker City Council does authorize the Mayor to execute the agreement entitled **“INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION”**. A copy of the Agreement is attached to this Resolution as Exhibit A.

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

APPROVED AND ADOPTED this _____ day of _____, 2014.

APPROVED:
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION

This Agreement is made and entered into by and among County of Collin ("Collin County"), the City of Lavon, Texas ("Lavon"), the City of Parker, Texas ("Parker"), the Town of Saint Paul, Texas ("St. Paul"), and the City of Wylie, Texas ("Wylie") each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the "Governmental Entities" or singularly as "Governmental Entity") acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act") provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of the governmental entities under the terms of the Act; and

WHEREAS, the Governmental Entities desire to maximize the efficiency and effectiveness of emergency medical services by entering into an agreement to provide for regional emergency medical services; and

WHEREAS, the Governmental Entities intend to enter into this new Agreement to create the Coalition to provide for regional emergency medical services, rather than rely on a previous interlocal agreement which included other governmental entities; and

WHEREAS, the forming of a Coalition for the purposes of obtaining emergency medical services for all of the Governmental Entities will result in more efficient provision of services to each Governmental Entity.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I PURPOSE

1.1 The purpose of this Agreement is to create the Southeast Collin County EMS Coalition ("Coalition") by and among the Governmental Entities for the purpose of contracting and/or providing for regional emergency medical services to the Governmental Entities.

ARTICLE II **EMERGENCY MEDICAL SERVICES**

2.1 The Governmental Entities shall each designate a representative for the Coalition. The Coalition shall negotiate the terms of a contract for the provision of emergency medical services to all Governmental Entities in a manner consistent with this Agreement. The Coalition may also propose a contract for mutual aid amongst Governmental Entities, and compensation for services performed.

2.2 Any contract negotiated by the Coalition must be adopted and executed by the governing body of each Governmental Entity prior to becoming effective against any Governmental Entity.

2.3 All members agree to pay their part of the costs associated with running the back-up ambulances. The apportionment is derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity. The cost is to be paid to Wylie in quarterly installments. The costs allocated to each member are listed on Exhibit "B" attached hereto and incorporated as if fully set forth herein. Costs associated with Exhibit "B" may change annually as derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity or as mutually agreed upon by Governmental Entities. (Exhibit "A" among Governmental Entities is used to describe the document showing Subsidy payments to E.T.M.C.)

2.4 At all times while equipment and personnel of the Governmental Entities are traveling to, from, or within the territorial limits of any of the other Governmental Entities in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and course of duty of the Governmental Entity which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of such Governmental Entity.

2.5 In the event that any individual employee or representative of any of the Governmental Entities performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, or if a claim or demand for damages or liability is asserted against such individual arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the Governmental Entity where regularly employed. The benefits described in this paragraph shall be supplied by the Governmental Entities where the individual is regularly employed. However, in situations where any of the other Governmental Entities may be liable, in whole or in part, for the payment of damages, then such other Governmental Entities may intervene in such causes of action to protect its interest.

ARTICLE III FINANCIAL OBLIGATIONS

3.1 The Governmental Entities represent and covenant that their respective financial obligations and liability arising herein, or as part of the Coalition, shall constitute operating expenses of the Governmental Entities payable from funds annually budgeted and appropriated therefore.

3.2 Each Governmental Entity shall be responsible for a share of any financial obligation created by the Coalition and approved by all Governmental Entities, in a percentage equal to that Governmental Entity's population divided the total population of all Governmental Entities, as established by the 2000 U.S. Census.

ARTICLE IV TERM

4.1 The term of this Agreement shall be for one (1) year commencing on the last date all of the Governmental Entities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary date of the Effective Date thereafter, unless terminated by written agreement of all Governmental Entities.

4.2 Any one Governmental Entity may terminate its rights and obligations under this Agreement by giving one hundred eighty (180) days prior written notice to the other Governmental Entities. Any financial obligation or liability of a Governmental Entity arising from this Agreement, or any contract executed in connection with this Agreement shall survive termination of this Agreement.

ARTICLE V LIABILITY AND IMMUNITY

5.1 The parties hereto agree to exercise their best efforts in the performance of the obligations of each party hereunder. Each party to this Agreement waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequence of the performance of or failure to perform this Agreement. Nothing contained in the Agreement shall in any way be construed so as to confer any vested right or benefit to any third party not a party to this contract. Each party shall be solely responsible for any civil liability arising from furnishing or obtaining the services contemplated herein as fully as and to the same extent as that party would have been responsible in the absence of this Agreement, in accordance with Section 791.006(a), Texas Government Code, as amended.

5.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall, to the extent allowed by law, indemnify and hold harmless other Governmental Entities (innocent of any intentional tort or gross

negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

5.3 It is expressly understood and agreed that, in the execution of this Agreement, none of the Governmental Entities waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Governmental Entities do not create any obligations express or implied, other than those set forth herein, and this Agreement, shall not create any rights in any parties not a signatory hereto. The remedies of any of the Governmental Entities hereto with respect to a claim against any of the other Governmental Entities hereto shall not be impaired by this Agreement when the claim does not arise from the services provided pursuant to this Agreement.

ARTICLE VI INSURANCE

6.1 Each Governmental Entity shall maintain in full force and effect during the term of the Agreement, insurance for comprehensive bodily injury, death and property damage insuring and naming each Governmental Entity as an additional insured against all claims, demands, or actions relating to the Services with a minimum combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for injury to persons (including death) and for property damage or destruction.

ARTICLE VII DEFAULT

7.1 In the event any of the Governmental Entities shall fail to perform any financial obligation hereunder, any one or more of non-defaulting Government Entities shall give written notice of such failure, and if the defaulting Government Entity has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Governmental Entities shall have the right to cure such failure and recover from the defaulting Governmental Entity the amount of money paid if any, by the non-defaulting Governmental Entity to cure such failure, with interest at the highest rate allowed by law.

7.2 In the event that the Coalition enters into an agreement on behalf of the Governmental Entities that exceeds a term of one year, a defaulting Governmental Entity's responsibility to cure shall remain until full expiration of the Agreement entered into by the Coalition and in such case, the non-defaulting Governmental Entities shall have the right to recover from the defaulting Governmental Entity all amounts necessary to cure the default.

ARTICLE VIII MISCELLANEOUS

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Collin County, Texas.

8.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

Lavon: City of Lavon
Attn: Mayor
P.O. Box 340
Lavon, Texas 75166

Parker: City of Parker
Attn: City Administrator
5700 East Parker Road
Parker, Texas 75002

St. Paul: Town of Saint Paul
Attn: Mayor
2505 Butscher's Block
Saint Paul, Texas 75098

Wylie: City of Wylie
Attn: Mindy Manson, City Manager
2000 Highway 78
Wylie, Texas 75098

Collin County:
Collin County
Attn: Jason Browning, Fire Marshal
4690 Community Blvd., #200
McKinney, TX 75071

Any party may, at any time, by written notice to the other Governmental Entities, designate different or additional persons or different addresses for the giving of notices hereunder.

8.3 Entire Agreement. This Agreement is the entire agreement. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

8.4 **Amendment.** This Agreement may be amended by the written agreement of all parties hereto.

8.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

8.7 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF LAVON, TEXAS

By: _____

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Print Name: _____

Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF PARKER, TEXAS

By: _____

Print Name: Z Marshall _____

Title: Mayor

ATTEST:

By: _____

Print Name: Carrie L. Smith

Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF SAINT PAUL, TEXAS

By: _____

Print Name: _____

Title: Mayor

ATTEST:

By: _____

Print Name: _____

Title: City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

CITY OF WYLIE, TEXAS

By: _____

Mindy Manson, City Manager

ATTEST:

By: _____

Carole Ehrlich, City Secretary

EXECUTED in multiple originals this _____ day of _____, 2014.

COLLIN COUNTY, TEXAS

By: _____
Keith Self, Judge

ATTEST:

By: _____

PROPOSED

Southeast Collin County EMS Coalition Exhibit B 2014-2015



Member	No. of Back-up Ambulance Calls	No. of Back-up Ambulance Calls	Ambulance Back-up Fees Payable to Wylie	Quarterly Back-up Ambulance Fees	Ambulance Back-up Fees (Annual) Payable to Wylie	Quarterly Back-up Ambulance Fees
	2012	2013	2013-2014	2013-2014	2014-2015	2014-2015
Collin County	65	21	\$57,994.30	\$14,498.58	\$18,653.04	\$4,663.26
Wylie	453	285	\$404,175.66	\$101,043.92	\$253,148.40	\$63,287.10
Parker	22	12	\$19,628.84	\$4,907.21	\$10,658.88	\$2,664.72
Lavon	18	13	\$16,059.96	\$4,014.99	\$11,547.12	\$2,886.78
St. Paul	10	2	\$8,922.20	\$2,230.55	\$1,776.48	\$444.12
Totals	568	333	\$506,781	\$126,695	\$295,783.92	\$73,945.98
			(\$892.22 per response)		(\$888.24 per response)	



Council Agenda Item

Budget Account Code:	Meeting Date: December 2, 2014
Budgeted Amount:	Department/ Requestor:
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 11/11/2014
Exhibits:	Proposed Ordinance Current Ordinance 107

AGENDA SUBJECT

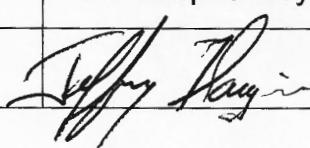
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE -718 APPROVING A FRANCHISE AGREEMENT WITH GRAYSON COLLIN ELECTRIC COOPERATIVE. [SHEPHERD]

SUMMARY

The attached franchise agreement is drafted to include the essential elements of the franchise of GCEC to provide electrical service to the City. That includes the franchise fee of 4% of gross revenue to be paid to the City, the use of right of ways and City easements for power lines and equipment, and related matters.

POSSIBLE ACTION

Approve, Deny or Table

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	Jim Shepherd by Email	Date:	Tue 11/25/2014 9:39 AM
City Administrator:		Date:	11/26/14

ORDINANCE 718
(GCEC Franchise Agreement)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS GRANTING A FRANCHISE TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, TO CONDUCT A BUSINESS OF SUPPLYING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER IN THE CITY OF PARKER, AND TO CONSTRUCT, OPERATE, AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM ALONG, UPON AND ACROSS THE UTILITY EASEMENTS, RIGHTS-OF-WAY, STREETS, ROADS, LANES, ALLEYS AND BRIDGES OF SAID CITY, AND PROVIDING FOR CONFLICTS AND SEVERABILITY.

WHEREAS, the City Council of the City of Parker has determined that, in order to maintain fiscal integrity of the City of Parker ("City"), a franchise fee must be imposed upon Grayson-Collin Electric Cooperative, Inc. ("Cooperative") for the use of the utility easements, rights-of-way, and roads or streets of the City; and

WHEREAS, the City Council of the City of Parker has determined that the imposition of a franchise fee on the Cooperative is in the best interest of the citizens of the City.

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

Section 1. Grant of Franchise:

Subject to provisions of the laws of the State of Texas, including any future laws or ordinances, and subject to the provisions of the grant, a non-exclusive franchise is granted to the Cooperative, its successors, transferees, and assigns, for a period beginning December 1, 2014, and ending January 1, 2019, with automatic renewals every five (5) years on January 1, pending necessary review and revision, to generate, supply, sell, distribute and furnish electrical power and energy to the City and its inhabitants by constructing, operating and maintaining an electrical transmission and distribution system, including all necessary appurtenances thereto ("System"), along, upon, and across the public electric utility easements, rights-of-way, streets, roads, avenues, lanes, alleys and bridges ("thoroughfares") of the City.

Section 2. Non-Exclusive Franchise:

Franchise rights and privileges extended by this grant are not exclusive, and the City retains that right to grant any other person, firm or corporation, and other electrical

companies, franchise rights and privileges to its thoroughfares and public places as it deems best, or chooses to grant.

Section 3. Duties of Cooperative:

A. Construction Standards: The system shall be constructed, operated and maintained by the Cooperative in a good and workmanlike manner, in accordance with all Federal, State and Local rules and regulations, particularly rules and regulations relating to safety.

B. Non-Interference: The system shall be constructed, operated and maintained as not to interfere with vehicular and pedestrian traffic on the traveled portion of such thoroughfares. After construction or removal of any part of the system, the thoroughfare shall be restored to its original or better condition.

C. Building Permit or Certificate of Occupancy Required: The Cooperative shall not establish electrical service to any property or structure within the corporate limits of the City unless and until a valid Building Permit or Certificate of Occupancy has been issued by the City Building Official.

D. Records and Reports: During the period of the franchise, the books and records of the Cooperative shall contain records of the Cooperative's property and revenues in or from the City's corporate limits. The Cooperative shall furnish the City with an annual report and make the books and records available for inspection or audit by the City at the Cooperative's general office at all reasonable times. The Cooperative shall promptly furnish to the City a copy of each annual report filed by the Cooperative with the Public Utility Commission of Texas during the period of this franchise.

E. Excavation of Public Property; Restoration and Damage:

1. Whenever it becomes necessary to excavate in public electric utility easements, rights-of-way, public streets, alleys, highways, public ways or public grounds of the City under this franchise to install, construct, reconstruct, maintain, repair or extend any of the Cooperative's transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the excavations shall be made according to all of the provisions of the general ordinance of the City and State and Federal rules and regulations. No excavation shall occur without the prior written approval of the City of Parker.

2. In the construction, maintenance, repair and operation of its transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the Cooperative shall use reasonable care to avoid any damage to the water lines, sewer and conduits within the City. If the Cooperative, its employees, agents or subcontractors, causes any damage to the City's property, the Cooperative shall promptly restore the property to the condition it was in prior to being damaged, or pay for the damage.

F. Temporary Discontinuance of Service: The Cooperative has the right to temporarily discontinue service of electrical power and energy from any part of its transmission or distribution lines when necessary for repairing, maintaining or extending the transmission lines, distribution lines, generating plants or facilities, or any other apparatus supplying the electrical power and energy. Any temporary discontinuance of service for repairs and extension shall be resumed as soon as reasonably possible. The Cooperative shall not be liable to the City for any damage occasioned by any temporary discontinuance of service, so long as repairs are prosecuted with due diligence. All maintenance and extensions shall be made with due care and diligence. Whenever practicable, the Cooperative shall diligently attempt to give notice of the temporary discontinuance of service, by the most practicable means available to it, to all consumers or members affected by the temporary discontinuance. Nothing in this section shall be construed to relieve the Cooperative of liability for damage resulting from temporary discontinuance of service due to its negligence or the negligence of its employees or assigns.

G. Tree Trimming: The right, license and privilege is hereby granted to the Cooperative to, at the Cooperative's own expense, trim trees upon and overhanging the streets, alleys, sidewalks and public places of the City to the extent necessary to prevent the branches of such trees from coming in contact with the wires or cables of the Cooperative. The Cooperative shall trim only so much of such trees as is reasonable and necessary to prevent contact with wires and cables.

H. Adaptability to the Moving of Structures: The Cooperative, at the request of any person, shall remove or raise or lower its wires and cables within the City temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires or cables, shall be paid by the benefited party or parties, and the Cooperative may require such payment in advance. The Cooperative shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

I. Indemnification: In the construction, installation, repairing, operation and maintenance of all transmission lines, poles, conductors, wires, conduits, substations, apparatus, appliances and other facilities for the distribution of electrical power and energy, the Cooperative shall use reasonable care to avoid damage or injury to persons or property. The Cooperative shall defend, indemnify and hold harmless, the City, its elected and appointed officials, and its employees from all such damage, injury or expense to the extent caused by any negligence of the Cooperative, its officers, agents and employees, or by any act, or failure to act, by the Cooperative, its officers, agents and employees in the connecting, installing, repairing and maintaining of any of its facilities, or tree trimming, or in excavating the public thoroughfares and public grounds of the City, including the paving, repaving or repairing of any of the public thoroughfares and public grounds of the City.

J. Insurance: The Cooperative shall, at all times, maintain general liability insurance through reliable companies licensed and qualified to do business in the State of Texas.

Section 4. Remedy for Breach of Duties:

A failure of the Cooperative to observe any of the terms and conditions of this franchise shall be grounds for the forfeiture and termination of the privilege herein granted if such failure is continued for more than thirty (30) days after written notice from the City to the Cooperative.

Section 5. Franchise Fee:

As long as the Cooperative shall serve any member or customer within the corporate limits of the City of Parker with electrical energy, it shall pay to the City annually a sum equal to 4% of the Cooperative's gross receipts for the sale of electrical energy to members or customers within the corporate limits of the City of Parker. Such sum shall be payable in quarterly installments.

Section 6. Acceptance Clause:

This grant of franchise and its terms shall be accepted by the Cooperative by a written instrument, executed, acknowledged and filed with the City within thirty (30) days of the date that this ordinance is adopted by the City Council. The written instrument shall state the acceptance of this grant, that the Cooperative agrees to abide by the terms of this ordinance, and a declaration that the statements and recitals in this ordinance are correct. Unless this grant of franchise is accepted within the time and manner provided in this section, it shall not become effective.

Section 7. Duty of Cooperative Upon Change or Alteration in Streets, etc.:

In the event that at any time during the period of this franchise the City shall lawfully elect to abandon, alter or change the grade, width or location of any street, alley or other public way, the City may require the Cooperative, upon reasonable notice, to remove, relay, or relocate its transmission lines, poles, conductors, conduits, substations, apparatus, appliances and other facilities for the distribution of electrical power and energy at its own expense.

Section 8. Locating Lines, etc.:

The Cooperative shall within three (3) months after the granting of this franchise, file with the City Administrator a map or map in convenient sectional form showing any underground transmission lines, conductors, wires, conduits and other facilities for the distribution of electrical power and energy, and such other information with respect to

their location and depth as the Cooperative has available in records available to it. Thereafter, the Cooperative will correct and bring such maps up to date annually.

Section 9. Retention of Rights by City:

The City, in granting this franchise, fully retains and reserves the rights, privileges and immunities that it now has under the law to fully patrol and police the streets, alleys and public ways, within the City and the granting of this franchise shall in no way interfere with the improvements or maintenance, of any streets, alleys and public ways, and the rights of the Cooperative to use such streets shall at all times be subservient to the right of the governing body of the City to fully exercise its rights of control over said streets, alleys and public ways.

Section 10. Taxes:

The Cooperative shall promptly pay all lawful advalorem taxes, and such other levies and assessments that may be lawfully imposed upon it, if any. Failure to pay any of such charges or either of them shall be deemed a breech of the privilege granted herein.

Section 11. Assignment of Agreement:

This franchise and agreement, and any and all rights and obligations hereunder, may be assigned by the Cooperative only with the prior written consent of the City Council.

Section 12. 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 the City not so repealed are hereby retained in full force and effect.

Section 13. Severability:

It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional, for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this ordinance left standing, nor the validity of the Code of Ordinances as a whole.

Section 14. Effective Date:

This ordinance shall take effect from and after December 1, 2014.

DULY APPROVED AND PASSED by the City Council of the City of Parker,
Collin County, Texas on the ___th day of _____, 2014.

City of Parker

Mayor Z Marshall

Attest:

City Secretary Carrie L. Smith

Approved as to Form:

City Attorney James E. Shepherd

ORDINANCE NUMBER 107

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, PROVIDING AN ANNUAL RENTAL TO BE PAID BY UTILITIES OPERATING WITHIN THE CITY OF PARKER FOR THE USE OF ITS STREETS IN THE AMOUNT OF 2% OF THE GROSS RECEIPTS OF EACH SUCH UTILITY FOR THE PRECEDING TWELVE MONTHS DERIVED FROM THE SALE OF GAS, TELEPHONE SERVICE, ELECTRIC ENERGY OR WATER.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER:

SECTION 1. Each utility operating within the City of Parker shall pay to the city on the first day of March, 1971, and annually thereafter each succeeding year, as street rental for the twelve months succeeding such date, a sum equal to 2% of its gross revenue received from the sale of gas, telephone service, electric energy or water by such utilities within the corporate limits of the City of Parker for the preceding twelve months ending the 31st day of December, 1970, in full payment for the privilege of using and occupying the streets, highways, easements, alleys, parks and other public places in the City of Parker, whether as rental, supervision and inspection charges, or otherwise.

SECTION 2. The payment provided in Section 1 shall be in lieu of any other tax or increased rate of tax or other imposition, assessments, or charges, except ad valorem taxes.

PASSED AND APPROVED By the City Council of the City of Parker, Texas, this 17th day of December, 1970.

CITY SECRETARY

Carolyn Bandy



MAYOR

Dixy L. Bogeman



Council Agenda Item

Budget Account Code:	Meeting Date: December 2, 2014
Budgeted Amount:	Department/ Requestor:
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 11/23/2014
Exhibits:	Proposed Ordinance Current Ordinance 529

AGENDA SUBJECT

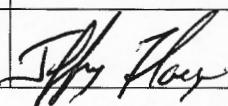
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 719
APPROVING A FRANCHISE AGREEMENT WITH ONCOR ELECTRIC.
[SHEPHERD]

SUMMARY

The attached franchise agreement is drafted to include the essential elements of the franchise of ONCOR to provide electrical service to the city. That includes the franchise fee of 4% of gross revenue to be paid to the city, the use of right of ways and city easements for power lines and equipment, and related matters.

POSSIBLE ACTION

Approve, Deny or Table

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	by Jim Shepherd	Date:	Tue 11/25/2014 9:39 AM
City Administrator:		Date:	11/26/14



Oncor
1601 Bryan Street
32nd Floor
Dallas, TX 75201-3411

Tel 214 812 4821
Fax 214 812 3221
shoule1@txu.com

January 21, 2002

TO THE HONORABLE MAYOR AND COUNCIL PERSONS OF ALL MUNICIPALITIES
SERVED BY ONCOR ELECTRIC DELIVERY COMPANY

RE: Franchise Fees from Oncor Electric Delivery Company ("Oncor") (formerly TXU
Electric Company)

In recent months, Oncor has sent letters to some of the cities it serves concerning the amount of franchise fees related to sales beginning January 2002 and sales made to customers who participated in the Retail Choice Pilot Program in 2001. Some cities received two letters, with the second letter revising the calculation described in the first letter. The first letter was sent in October 2001, and the second letter was sent in December 2001. Unfortunately, the second letter contained an incorrect calculation.

The correct calculation for calculating the amount of franchise fees that Oncor expects to pay was reflected in its October 2001 letter. For your convenience, that calculation is reflected below:

City/Town	1998 Fees Due	1998 kWh Delivered	Cents/kWh
Parker	\$35,674.01	11,768,727	0.003031

I apologize for this error and regret any inconvenience that it may have caused you. We appreciate your business and look forward to continuing to provide your city with excellent service that meets all your energy delivery needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Houle".

ORDINANCE NO. 719

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF PARKER, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property (Public Rights-of-Way) of the City of Parker, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for its own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of the Texas Public Utility Regulatory Act (PURA), which statutory provision currently states, the governing body of a municipality may require an electric utility to

relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and

expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's system in the Public Rights-of-Way, including any reasonable court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B and 4.C.

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (a) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003031 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003183 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time in the future disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003031 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

1. The annual payment will be due and payable on or before March 1st of each year throughout the life of this franchise. The payment will be based on each kilowatt hour of electricity delivered by Company to each retail customer whose consuming

facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period ended December 31 (January 1 through December 31). The payment will be for the rights and privileges granted hereunder for the twelve calendar month period (March 1 through February 28/29) following the payment date.

2. The first payment hereunder shall be due and payable on or before March 1, 2015 and will cover the basis period of January 1, 2014 through December 31, 2014 for the privilege period of March 1, 2015 through February 29, 2016. The final payment under this franchise is due on or before March 1, 2034 and covers the basis period of January 1, 2033 through December 31, 2033 for the privilege period of March 1, 2034 through February 28, 2035; and

3. After the final payment date of March 1, 2034, Company may continue to make additional annual/quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant annual/quarterly periods.

(b) A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in its Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

In the event the State of Texas authorizes a greater fee than four percent to be charged by City, then City may, by action of its City Council, increase the fee to the maximum amount, or any portion of the increase in the maximum amount.

1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.
2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the

total "Discretionary Service Charges", as set out in Section 6(b), received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2015 and will be based on the calendar year January 1 through December 31, 2014. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2036 and will be based on the calendar months of January 1, 2035 through February 29, 2035.

3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on February 29, 2035; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 8. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 9. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 10. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Parker, Texas, on this the _____ day of _____, 2014.

Mayor Z Marshall
The City of Parker

ATTEST:

City Secretary Carrie L. Smith

STATE OF TEXAS
COUNTY OF COLLINS
CITY OF PARKER

ORDINANCE NO. 529

AN ORDINANCE AMENDING THE EXISTING ELECTRIC FRANCHISE BETWEEN THE CITY AND ONCOR ELECTRIC DELIVERY COMPANY, TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Oncor Electric Delivery Company, successor in interest to TXU Electric Company (hereinafter called "Oncor") is engaged in the business of providing electric utility service within the City and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by Oncor; and

WHEREAS, the City and Oncor desire to amend said franchise ordinance to provide for a different consideration;

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

SECTION 1: The existing electric franchise ordinance between the City and Oncor Electric Delivery Company is amended as follows:

A. Effective January 1, 2002, the franchise fee due from Oncor shall be a sum comprised of the following:

- (1) a charge, as authorized by Section 33.008(b) of PURA, based on each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries and as specified by Oncor to the City by letter dated January 21, 2002.
 - (a) The franchise fee due pursuant to Section 33.008(b) of PURA shall be payable in accordance with the existing electric franchise; and
- (2) a sum equal to four percent (4%) of gross revenues received by Oncor from services identified in its "Tariff for Retail Delivery Service", Section 6.1.2, "Discretionary Service Charges," items DD1 through DD24, that are for the account or benefit of an end-use retail electric consumer.

- (a) The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year.
- (b) The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges" received during the preceding calendar year.

B. Oncor Franchise Fee Recovery Tariff

- (1) Oncor may file a tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
- (2) City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Oncor and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Oncor.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Oncor.

SECTION 2: In all respects, except as specifically and expressly amended by this ordinance, the existing effective franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by Oncor shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided therein.

SECTION 3: This ordinance shall take effect upon its final passage and Oncor's acceptance. Oncor shall, within thirty (30) days from the passage of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

Oncor Electric Delivery Company, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the _____ day of _____, 20____, Ordinance No. _____ amending the current electric franchise between the City and Oncor and the same shall constitute and be a binding contractual obligation of Oncor and the City.

Oncor Electric Delivery Company

By _____
Vice President

SECTION 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, this the 7 day of JANUARY, 2003, at which meeting a quorum was present and voting.

ATTEST:

Berry McNease
City Secretary

APPROVED AS TO FORM:

City Attorney



David Hannel

Mayor

COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

This Compromise, Settlement, and Release Agreement (the "Agreement") is made and entered into as of the date set forth below by and between the City of Parker (the "City") and TXU Electric Company n/k/a TXU US Holdings Company ("TXU Electric") and TXU Gas Company ("TXU Gas"):

WHEREAS, thirty seven cities filed a suit in the 134th Judicial District Court of Dallas County, Texas, in Cause No. 00-9383, styled *City of Denton, Texas et al. vs. TXU Electric Company, et al.* (the "Litigation") which included claims arising out of the electric and gas franchise ordinances similar in some respects to the franchise ordinances entered into by and between the City and TXU Electric and TXU Gas and, specifically, the Litigation involved a dispute with regard to the calculation and amount of franchise fees paid by TXU Electric and TXU Gas;

WHEREAS, the Litigation was resolved by agreement and TXU Electric and TXU Gas have agreed to offer the City the same benefits offered to the Plaintiffs in the Litigation and the City has agreed to accept the offer by TXU Electric and TXU Gas and to release any claims related to the payment of franchise fees prior to and through December 31, 2001 ;

NOW, THEREFORE, in order to fully and finally resolve all disputes and claims arising out of the calculation and payment of franchise fees to the City by TXU Electric and TXU Gas prior to and through December 31, 2001, for the mutual promises and covenants set forth in this Agreement, the adequacy and sufficiency of which consideration is acknowledged the City and TXU Electric and TXU Gas agree as follows:

1. AMENDMENTS TO THE ELECTRIC FRANCHISE ORDINANCE

As the result of electric industry restructuring, the electric franchise formerly held by TXU Electric has been assigned to Oncor Electric Delivery Company ("Oncor"), accordingly, effective January 1, 2002, the City agrees to enter into and TXU Electric agrees to cause Oncor to accept an amendment to the current electric franchise ordinance substantially in the form of the amendment attached as Exhibit A which amendment shall, at the election of the City, provide that the Discretionary Services Charges identified in Section 6.1.2 of the Tariff for Retail Delivery applicable to Oncor which

are directly paid by the customer and which are those charges identified as items DD1 through and inclusive of DD24 in said tariff, shall be subject to an additional franchise fee based on 4% of such charges which additional franchise fee shall be paid to the City pursuant to the terms of the amendment attached as Exhibit A. The City acknowledges that Oncor may file with the Texas Public Utility Commission and/or the City a tariff amendment in compliance with the terms of this agreement, which will provide that Oncor shall have the right to collect from the customer the franchise fee on such Discretionary Service Charges such that the customer shall bear 100% of the franchise fee on such Discretionary Service Charges. The City acknowledges that Oncor is an intended third-party beneficiary of this agreement and agrees to cooperate with Oncor in order for Oncor to pass through to customers the entire franchise fee on such Discretionary Service Charges by taking the following actions: (i) to the extent the City acts as regulatory authority, by adopting and approving that portion of any tariff in compliance with the terms of this Agreement which provides for 100% recovery of such franchise fees; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Oncor and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Oncor. The City further agrees not to take any action to prevent the recovery of the franchise fees on such Discretionary Service Charges by Oncor and to take other action which may be reasonably requested by Oncor to provide for the 100% recovery of such franchise fees by Oncor.

2. AMENDMENTS TO THE GAS FRANCHISE ORDINANCE

Effective January 1, 2002, the City agrees to enact and TXU Gas agrees to accept an amendment to the current gas franchise ordinance substantially in the form of the amendment attached as Exhibit B to provide that, at the election of the City, the franchise fee will increase to a maximum of 4.00% of the applicable franchise fee payment base and, at the election of the City, the franchise fee payment base shall be amended to include miscellaneous fees, contributions in aid of construction, bad debt expense, transportation revenues and third-party gas sales and gross receipts fees as well as a favored nations clause with respect to franchise fee payments and franchise fee calculations, substantially in the form of

the provisions in Exhibit B. The City acknowledges that TXU Gas has the right to recover from its ratepayers such additional franchise fee payments to the City and the City agrees to cooperate with TXU Gas in order for TXU Gas to pass through to its ratepayers the entire franchise fee payment, as amended, by taking the following actions: (i) as regulatory authority, by adopting and approving the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of TXU Gas' rates; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of TXU Gas' franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by TXU Gas and; (iii) in the event of an appeal of any such regulatory proceeding in which a City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by TXU Gas. The City further agrees not to take any action to prevent the recovery of such franchise fees by TXU Gas and to take other action which may be reasonably requested by TXU Gas to provide for the 100% recovery of such franchise fees from TXU Gas' ratepayers.

3. PAYMENTS TO THE CITY

Upon execution and delivery of a fully executed and notarized original of this Agreement:

- A. TXU Gas agrees to pay to the City the sum of \$584.71. The City acknowledges that TXU Gas has the right to and shall recover this amount from its ratepayers pursuant to the tax adjustment clause applicable to TXU Gas, by applying a surcharge to the monthly bills rendered to its ratepayers, provided that the recovery of such surcharge shall be limited as follows: (1) the surcharge shall be amortized over a period not less than three years, and (2) the accrual balance will not be subject to interest. TXU Gas agrees that the franchise fee paid to the City and recovered from ratepayers under this Agreement will not include any amounts collected in the past from ratepayers.
- B. TXU Electric agrees to pay, or cause Oncor to pay the City, the sum of \$865.20.

4. RELEASE OF TXU ELECTRIC, TXU GAS AND THEIR AFFILIATES BY THE CITY

Except for claims arising out of a breach of this Agreement, the City of Parker, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby RELEASES, DISCHARGES AND ACQUITS, forever and for all purposes, TXU Electric Company (now known as TXU US Holdings Company), its successor Oncor Electric Delivery Company, TXU Gas Company, including its division TXU Gas Distribution, TXU Corp. and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors and assigns as well as their affiliated corporations, including TXU Business Services Company and TXU Energy Company LLC and its subsidiaries, from and against any and all liability which they now have, have had or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses and attorneys' fees of any kind or nature whatsoever, or however described, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether in tort or contract, whether now existing or accruing in the future arising out of or related to the payment, calculation or rendition of franchise fees to the City on or before December 31, 2001 and all claims which could be asserted against TXU Electric and/or TXU Gas in litigation in any way related to the payment, calculation or rendition of franchise fees by TXU Electric and/or TXU Gas on or before December 31, 2001. This release is intended to only release claims related to the payment, calculation or rendition of franchise fees by TXU Electric and TXU Gas on or before December 31, 2001 and is not intended to release any other claim or cause of action that any party to this Agreement has, known or unknown, or which accrues in the future.

5. WARRANTY AS TO OWNERSHIP OF CLAIMS AND AUTHORITY

- A. The City warrants and represents that it is the owner of the claims being compromised, settled, discharged and released pursuant to this Agreement and each further warrants and represents that it has not previously assigned all or any part of such claims to another entity or person. The City warrants and represents that there are no liens of any nature, assignments or subrogation interests in or to the money paid to the City under the terms of this Agreement. The City warrants that it will take all action necessary to properly execute and deliver this agreement.

B. TXU Electric and TXU Gas warrant that the person(s) executing this Agreement on their behalf has authority to bind the entity for whom such person signs this Agreement.

6. NO ADMISSION OF LIABILITY

This Agreement is made to compromise, terminate and to constitute an accord and satisfaction of all of the claims released by this Agreement and TXU Electric and TXU Gas admit no liability, fault or wrongdoing of any nature or kind whatsoever and expressly deny and disclaim any liability, fault or wrongdoing alleged or which could have been alleged with regard to the claims asserted in the Litigation if the City had become a party to the Litigation or any similar claims which might be asserted by the City against TXU Electric and/or TXU Gas.

7. RECOVERY OF DAMAGES DUE TO BREACH

In the event of breach by any party of the terms and conditions of this Agreement, a non-breaching party shall be entitled to recover all expenses as a result of such breach, including, but not limited to, reasonable attorneys' fees and costs.

MISCELLANEOUS PROVISIONS

8. It is understood and agreed that all agreements and understandings by and between the parties to this Agreement with respect to the payment of franchise fees and the settlement of any claims related to the payment of franchise fees are expressly embodied in this Agreement and that this Agreement supersedes any and all prior agreements, arrangements or understandings between the parties relating to the claims released pursuant to this Agreement or any matters related thereto executed by the parties.

9. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

10. The parties acknowledge that they have read this Agreement, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal

significance.

11. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except by an instrument in writing signed by each party.
12. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
13. Should any term or any provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties agree that all other terms of this Agreement are binding and have full force and effect as if the invalid portion had not been included.
14. The parties represent and warrant that no party has been induced to enter this Agreement by a statement, action or representation of any kind or character made by the persons or entities released under this Agreement or any person or persons representing them, other than those expressly made in this Agreement.
15. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
16. The headings contained herein are for convenience and reference only and are agreed, in no way, to define, describe, extend or limit the scope or intent of this Agreement or its provisions.
17. This Agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date set forth.

THE CITY OF PARKER, TEXAS

By: David Hammel
Its: MAYOR
Date: JANUARY 7, 2003

TXU ELECTRIC COMPANY n/k/a TXU US
HOLDINGS COMPANY

By: _____
Its: _____
Date: _____

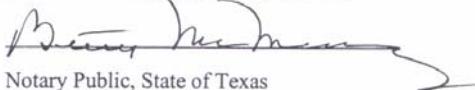
TXU GAS COMPANY

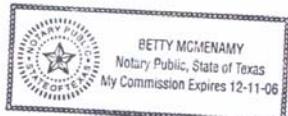
By: _____
Its: _____
Date: _____

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7 day of JAN 2003
by DAVID HAMMEL as MAYOR on behalf of the City of PARKER.


Betty McMenemy
Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____ 2002,
by _____, of TXU Electric Company n/k/a TXU US Holdings Company, on behalf
of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____ 2002,
by _____, of TXU Gas Company, on behalf of said corporation.

Notary Public, State of Texas



Council Agenda Item

Budget Account Code:		Meeting Date: December 2, 2014
Budgeted Amount:		Department/ Requestor: Water Department
Fund Balance-before expenditure:		Prepared by: J. Flanigan
Estimated Cost:		Date Prepared: 11/23/2014
Exhibits:	Proposed Water Rate Ordinance	

AGENDA SUBJECT

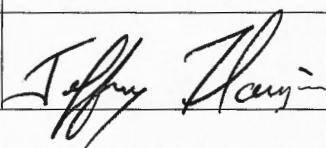
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 720 APPROVING NEW WATER RATES. [FLANIGAN]

SUMMARY

Water rate study was discussed at the November 18, 2014 meeting. Staff was directed to draft an ordinance which reflected the water rate study spreadsheet. The proposed increase is a base rate of \$40.00 that is a \$6.00 increase.

POSSIBLE ACTION

Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	Jim Shepherd by email	Date:	Tue 11/25/2014 1:03 PM
City Administrator:		Date:	11/26/14

ORDINANCE NO. 717
(*Water Rates and Surcharge Ordinance*)

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS,
AMENDING ORDINANCE NO. 648 TO REVISE MUNICIPAL WATER
RATES, ESTABLISHING CONSTRUCTION AND SPECIAL ACTIVITY
DISTRICT RATES, CONSOLIDATING ALL WATER RATE
SCHEDULES WITHIN THIS ORDINANCE; PROVIDING A REPEALING
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A
PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, THE CITY COUNCIL HAS DETERMINED A REVISION TO THE WATER RATES OF THE CITY OF PARKER IS DESIRABLE; AND

WHEREAS, THE CITY COUNCIL HAS DETERMINED THAT SIGNIFICANT AND CONTINUING WATER RATE INCREASES AND COSTS OF WATER PURCHASES FROM NORTH TEXAS MUNICIPAL WATER DISTRICT HAS INCREASED SIGNIFICANTLY SINCE THE PASSAGE OF ORDINANCE 648, AND IS PROJECTED TO CONTINUE TO INCREASE,

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

SECTION 1. Municipal water rates shall be charged and collected monthly by the City of Parker as follows:

Rate Code R1 – Residential Single Family

0 – 4,000	gallons	\$ 40.00
4,001 – 15,000	gallons	\$ 3.25 per thousand gallons
15,001 – 30,000	gallons	\$ 4.00 per thousand gallons
30,001 – 50,000	gallons	\$ 5.00 per thousand gallons
50,001 – 70,000	gallons	\$ 8.00 per thousand gallons
70,001 gallons and more		\$ 11.00 per thousand gallons

SECTION 2. Manufactured Housing Parks.

- A. Each manufactured housing unit in a Manufactured Housing Park will be charged the same base rate of \$40.00 charged to a single family residence. A ten unit mobile home park would therefore owe a \$400.00 per month base rate for up to 40,000 gallons.
- B. Water used by a mobile home park in excess of the base rate quantity per unit will be charged on the same rate schedule as a residential single family unit. A ten unit mobile home park which used 400,000 gallons in a month would be charged at the

rate of \$5.00 per 1,000 gallons. (400,000 gallons divided by 10 equals 40,000 per unit)

SECTION 3. Construction water rates.

Any person or entity purchasing water by written permission from the City of Parker for construction or other purpose from a fire hydrant with a water meter attached, or any other similar method, shall pay a rate of \$8.00 per 1,000 gallons.

SECTION 4. Commercial water rates.

Any person or entity purchasing water for use in a district zoned SA-Special Activities, shall pay at the rates defined in Section 1, above.

SECTION 5. New Water Service connections will be charged as follows:

1" Water Meter with existing tap	\$ 2,000.00
1" Water Meter requiring tap	\$ 3,000.00
2" Water Meter with existing tap	\$ 4,000.00
2" Water Meter requiring tap	\$ 4,500.00

New water service requiring a road bore, or other special installation, shall pay the water meter fee above, plus the actual cost of the bore, plus 10%. All road bores require prior approval of the City water department, if not performed by the City or under the direction of the City.

SECTION 6. Surcharge Amounts: The City of Parker has a contractual agreement for the provision of water to Parker by the North Texas Municipal Water District. As a part of that contractual agreement, Parker may be required to comply with the Drought Contingency Plans of North Texas Municipal Water District, and those of the State of Texas. Parker may be requested, in the event of the implementation of Stage 3, and/or Stage 4 of the Drought Contingency Plans, for the City Council to require the payment of a surcharge on water services during the duration of Stages 3 or 4. The purpose of the surcharge is to provide additional financial incentive for water customers to reduce their use of water while drought conditions persist. Therefore, for water customers using the amounts set forth below, surcharges may be charged in the event either Stage 3, or subsequently, Stage 4, restrictions are imposed. The percentages indicated are increases in the rates per thousand for the bracket shown. For 40,000 gallons, the surcharge rate in Stage 3 would be:

\$5.00 (1.05) = \$5.25.

A. Single Family Residential Units, and Mobile Home Units:

1. Stage 3

30,000 – 50,000 gallons	5%
50,000 – 70,000 gallons	8%
70,000 – 80,000 gallons	9%
80,000 or more gallons	10%

2. Stage 4

30,000 – 50,000 gallons	8%
50,000 – 70,000 gallons	14%
70,000 or more gallons	20%

- B. Manufactured Housing Unit surcharges will be calculated in the same manner as the surcharges above for the Single Family Residential Units. Surcharges for the manufactured housing units are the same percentage as the Single Family Residential. The surcharge is calculated by the total water used by the manufactured housing park, divided by the number of manufactured housing units equals average number of gallons used per unit. That average number of gallons per unit is used to determine the surcharge percentage.
- C. Surcharges for all other customers in the SA District, or for Construction use, pay the same surcharge as Single Family Residential.

SECTION 7. That all provisions of the ordinances (including Ordinances No. 469, 592, and 648) of the City of Parker, Texas, 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, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

SECTION 9. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall upon conviction be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 10. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides; however, the municipal rates established herein shall take effect for the monthly billing cycle which commences January 1, 2015. Rates charged to customers for the January 1, 2015 billing cycle will commence with

the customer's last regularly scheduled meter reading prior to January 1, 2015, through the regularly scheduled meter reading for the customer in January of 2015.

DULY PASSED by the City Council of the City of Parker, Texas, on this _____ day of December, 2014.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED TO FORM:

City Attorney James E. Shepherd



Council Agenda Item

Budget Account Code:	Meeting Date:	December 2, 2014
Budgeted Amount:	Department/ Requestor:	Councilmember Pettle
Fund Balance-before expenditure:	Prepared by:	Councilmember Pettle
Estimated Cost:	Date Prepared:	11/24/2014
Exhibits:	Pictures of possible violations	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CODE COMPLIANCE
IN THE CITY. [PETTLE]

SUMMARY

For the purpose of allowing Council to hear and discuss citizens' complaints on code enforcement and determine what further action may be necessary.

POSSIBLE ACTION

- a) Refer to Code Enforcement Committee for their review and recommendation to Council for appropriate action.
- b) no action

Inter - Office Use			
Approved by:			
Department Head:	Councilmember Pettle by email	Date:	Tue 11/25/2014 1:21 AM
City Attorney:		Date:	
City Administrator:	<i>Jeff Hogg</i>	Date:	11/26/14



DUBLIN (PICKED UP)



ESTADOS 11-3 WITH ADDITIONS



ESTADOS

ESTADOS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
December 16, 2014	Backup due to the City Secretary by December 8, 2014		
December 16, 2014	Department Reports	Various Departments	
December 16, 2014	Annual Auditor Report	Boyd	
December 16, 2014	Kings Crossing Annexation Schedule	Shepherd	Accepting the annexation application and approving the schedule of hearings
December 16, 2014	Public hearing on Comp Plan Ordinance	Levine	Public Notice must be posted 15 days prior. P&Z held PH on October 9th.
TBD	Ordinance dissolving Parks and Recreation Commission and re-writing Park Rules	Flanigan	Chief Rushing and Jeff are to work with Jim on revising the Park rules
TBD	Participation in File for Life Program	Stone	tabled 11/18 for legal review
TBD	EXTENDING MAYOR AND COUNCIL TERMS	MARSHALL	
TBD	AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION ON LANDSCAPE MAINTENANCE ALONG FM2551/HOGGE ROAD. [FLANIGAN]	Shepherd	tabled at 9/2 meeting to allow some issues with the contract to be resolved
TBD	Fire Department Building Modification	Levine	
TBD	ZBA Appointments	Flanigan	
2015			
January 31, 2015	Review Birkhoff Contract	Flanigan	Review annually fees and insurance
Jan., Apr., July., Oct,	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
February 3, 2015	Call General Election	City Secretary	Three Council Seats - Statutory Deadline February 27.