



AGENDA
CITY COUNCIL MEETING
MARCH 17, 2015 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, March 17, 2015 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 MARCH 3, 2015 [SMITH]
2. DEPARTMENT REPORTS: ANIMAL CONTROL, POLICE, COURT, BUILDING, CODE ENFORCEMENT, WEBSITE

INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 724 APPROVING A FRANCHISE AGREEMENT WITH ONCOR ELECTRIC SERVICES. [SHEPHERD]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2015-469 APPROVING AN AGREEMENT BETWEEN THE CITY OF PARKER AND THE

TEXAS DEPARTMENT OF TRANSPORTATION (TXDoT) FOR LANDSCAPING AND MAINTENANCE OF FM 2551 [SHEPHERD]

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 725 AMENDING ORDINANCES NO. 706 AND 666, REGULATING THE STORAGE, COLLECTION, AND DISPOSAL OF BRUSH AND BULKY ITEMS OF SOLID WASTE; AS RECOMMENDED BY THE CODE ENFORCEMENT COMMITTEE. [TAYLOR]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING THE CURRENT ORDINANCE AND RENEWAL PROCESS FOR SPECIFIC USE PERMITS. [FLANIGAN]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REPORT FROM FIRE CHIEF SHEFF ON THE FILE FOR LIFE PROGRAM. [SHEFF]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON UPDATE ON FIRE STATION MODIFICATION. [LEVINE]

ROUTINE ITEMS

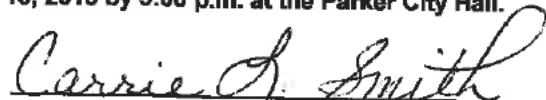
9. FUTURE AGENDA ITEMS

10. ADJOURN

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

I certify that this Notice of Meeting was posted on or before March 13, 2015 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: March 17, 2015
Budgeted Amount:	Department/ Requestor: City Secretary Smith
Fund Balance-before expenditure:	Prepared by: C. Smith
Estimated Cost:	Date Prepared: March 11, 2015
Exhibits:	1) Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MARCH 3, 2015. [SMITH]

SUMMARY

POSSIBLE ACTION

Approve, Table

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Carrie A. Smith</i>	Date:	3/13/15
City Attorney:		Date:	
City Administrator:	<i>Tiff Hay</i>	Date:	3/13/15

MINUTES

CITY COUNCIL MEETING

March 3, 2015

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 7:00 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

Staff Present: City Attorney Jim Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, and Finance/H.R. Manager Johnna Boyd

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Cindy Stachiw led the pledge.

TEXAS PLEDGE: Chuck Molyneaux led the pledge.

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

No comments

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

1. APPROVAL OF MEETING MINUTES FOR FEBRUARY 3, 2015 [SMITH]
2. AUTHORIZING STAFF AND ENGINEERING TO ADVERTISE AND PREPARE BID DOCUMENTS FOR THE CAPITAL IMPROVEMENT PROJECT ESTATE LANE BRIDGE [FLANIGAN]
3. AUTHORIZING STAFF AND ENGINEERING TO ADVERTISE AND PREPARE BID DOCUMENTS FOR THE 2015 STREET MAINTENANCE PROJECT [FLANIGAN]
4. DEPARTMENT REPORTS: ANIMAL CONTROL, POLICE, COURT, BUILDING, CODE ENFORCEMENT, WEBSITE

MOTION: Councilmember Stone moved to approve the consent agenda as presented. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

Mayor Marshall moved to Item 6.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RESOLUTION 2015-468 OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATION FOR ELECTION SERVICES; AND APPOINTING AN ELECTION DAY JUDGE AND ALTERNATE JUDGE. [MARSHALL]

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

Mayor Marshall returned to Item 5.

5. PUBLIC HEARING, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 721 AMENDING AND RESTATING THE COMPREHENSIVE PLAN OF THE CITY; ADOPTING AND APPROVING A SERIES OF MAPS SETTING FORTH THE COMPREHENSIVE PLAN; INCLUDING BUT NOT LIMITED TO PROVISIONS FOR LAND USE, TRANSPORTATION, AND PUBLIC UTILITIES; DEFINING THE RELATIONSHIP BETWEEN THE COMPREHENSIVE PLAN AND THE CITY DEVELOPMENT REGULATIONS AND THE CONSISTENCY REQUIRED BETWEEN THE PLAN AND THE DEVELOPMENT REGULATIONS; AND RATIFYING THE ANNEXATION PLAN [LEVINE]

City Administrator Flanigan reviewed the proposed maps and the maps adopted in 2000.

A. Comprehensive Plan Map - This map shall illustrate future land use and include the following:

- (i) The boundaries of the city, and its Extra Territorial Jurisdiction ("ETJ").
- (ii) The existing zoning, if developed and no change is contemplated, and the Planned zoning, if undeveloped and/or not zoned or a change in zoning is contemplated.
- (iii) The following legally required clearly visible statement:

"A comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries."

The map was updated from 2000 only to show actual zoning.

B. Annexation Map - A map that illustrates the boundaries of the municipality and its extraterritorial jurisdiction.

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

Annexation Map was updated to show land currently in the City Limits.

C. Zoning Map - showing:

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

A legend showing the ordinance number and date for zoned property.

D. Thoroughfare Map - showing:

Existing and Planned right of ways, road easements, and major public utility easements within the City, and in the ETJ.

The Thoroughfare Plan changes include reducing Curtis Lane from a 4-lane street to a residential street. One other change is the Planned connector from Parker Road to Chaparral has changed to a 32-foot wide roadway.

E. Trails Map - showing:

Existing and Planned trails within the City, and in the ETJ.

The Trail Plan Map was adopted in 2008 to show the Plan to match the trail in neighboring cities.

F. Water Master Plan – showing:

Existing and Planned water mains and line sizes, and major water storage facilities.

The Water Master Plan was adopted in 2008 after a complete engineer study of future water needs.

City Attorney Shepherd gave an overview of the proposed Ordinance 721.

Proposed Ordinance 721 repeals all prior Comprehensive Plans and defines what maps the City has chosen to make part of the Comprehensive Plan.

The Comprehensive Plan Map illustrates the future land use and includes the land outside the City Limits in the City's extra territorial jurisdiction (ETJ). State law requires a statement on the Comprehensive Plan that states "A comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries." The Plan is a guide and not actual zoning. The Council is charged with determining how closely to follow the guide or Comprehensive Plan. It is difficult for any Council to determine 10-years from now what the circumstances are for any given piece of property.

The Annexation Map is legally required and shows the property inside the City Limits and a legend stating the ordinance number and date the property was annexed. A public hearing is required, by law, to allow the public to speak for or against any annexation request once the developer has requested annexation.

Section 5 of Ordinance 721 states "No annexation is Planned which would require the type and nature of the annexation Plan required by local Government Code section 43.052. The City Plans only proceed under Subchapter C-1, ANNEXATION PROCEDURE THE AREAS EXEMPTED FROM MUNICIPAL ANNEXATION PLAN." As a general law city we do not have great powers to annex property without the owner's request. The statement in the annexation Plan means the City does not Plan, as a general law city, to annex a populated developed area of 100 or more tracts.

The Zoning Map shows how the land inside the City Limits is actually zoned. The City has no zoning control over property in the ETJ. A number of properties have been developed with smaller lot sizes, and then, at the developer's request annexed into the City Limits. There has been a great deal of negotiation with developers developing land in the ETJ. The City and developer's negotiate the

highest and best use of the property. These negotiations have resulted in Single Family Transitional (SFT) zoning being used in annexed areas. SFT is less dense than the 1987 Plan and denser than Single Family (SF) zoning. These areas are shown on the Zoning Map. Two public hearings are required, by law, to allow the public to speak for or against any zoning request once the developer has requested zoning.

The Water Master Plan map shows developers where water lines and/or easements are required within the developments.

All maps are to be available for public view at any time.

Mayor Pro Tem Levine, Councilmember Tom Stone, Planning and Zoning Chair Russell Wright and City Administrator Flanigan were appointed to a subcommittee to review the maps, Plans and zoning ordinance to determine what if any changes should be made at this time. A survey was sent to residents to gather public input on the need for a new zoning classification and ultimately concluded no changes were needed. The maps have been updated and the Ordinance written to be straight forward and simple.

Mayor Marshall opened the public hearing at 7:22 p.m.

Mike Russell, 6404 Northridge Parkway represented the Southridge Estates HOA. They oppose Ordinance 721, Section 1 Maps, D. with regards to the alignment of FM 2551 through Southridge. See Exhibit 5A.

Kay Booth, 2010 Ann's Lane feels the maps are an inadequate replacement of the detailed Comprehensive Plan the City adopted in 1987.

Robert Jenkins, 4705 Ravensthorpe has safety concerns with the Planned routing of FM 2551.

No other citizens in attendance asked to be heard.

Mayor Marshall closed the public hearing at 7:32.

City Attorney Jim Shepherd stated that other Plans and ordinances address citizen's safety issues, in response to Mr. Jenkins comments.

MOTION: Mayor Pro Tem Levine moved to adopt Ordinance 721. Councilmember Taylor seconded.

Councilmember Pettle reiterated that public hearings, allowing anyone to speak for or against a zoning request, are held before any zoning is changed; and written notice is sent to property owners of record within 200 feet of the property. The Comprehensive Plan is only a guide not zoning.

City Attorney Shepherd noted the state law also allows ETJ tracts to be developed and annexed by a process defined in the law as Development Agreements, and the City had on two occasions entered into those agreements.

Mayor Marshall read a public comment emailed to Council by resident Andy Piziali. See Exhibit 5B.

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

6.

ROUTINE ITEMS

7. FUTURE AGENDA ITEMS

Councilmember Stone requested the following items be brought back at the next meeting:

- a) Mr. Chisholm requested brush items be allowed to be placed at the roads edge at any time needed.
- b) Mr. Jeffries requested the Council amend the ordinance requiring an annual renewal of SUP's.
- c) Presentation by Fire Chief Sheff on the File for Life program.

8. ADJOURN

Mayor Marshall adjourned the meeting at 7:40 pm.

APPROVED:

Mayor Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED on the _____ day
of _____, 2015.

3/3/2015
CC minutes
EXHIBIT 5A

Mayor and City Council Members

My name is Mike Russell and I live at 6404 Northridge Parkway in Southridge Estates.

As President of the Board for the Southridge Estates HOA, I am here tonight (with the other Board members James Barrett and John Phipps and residents) as representative of the Southridge Estates HOA to oppose Ordinance No. 721, Section 1. Maps, D. as it relates specifically to the proposed alignment of FM 2551 through Southridge Estates..

Ordinance 721, Section 1 D. under review this evening, addresses an alignment change bringing FM 2551 through Southridge Estates that was not in the original City of Parker Comprehensive Plan. This plan utilized Murphy Rd, Parker Rd. and the existing alignment for Dillhehay Rd.

Understanding that the original alignment was not to come through Southridge Estates, in addition to Southridge Estates not being in existence when the Environmental Study was completed 8 years ago, we believe, this contributes to the reasons why the environmental and safety issues have not yet been addressed for the Southridge Estates community.

As the Council is aware, over the past 14 months the Southridge Estates HOA has, on multiple occasions, expressed concerns with the current alignment of FM 2551. The concerns are focused on environmental and safety issues. These issues have been documented via 29+ letters that were written by individual residents to the Collin County Mobility Team), articulated in Parker City Council meetings and in conversations with the appointed committee that was set up in the fall of 2014 by Mayor Marshall to work with the Southridge Ridge Estates Board of Directors.

In the November 18 2014, council meeting, the council agreed to table consideration or any action on opposing the proposed future alignment of FM 2551 while the council committee continued discussions with TxDOT, County engineers and the Southridge Estates Board of Directors.

As of March 2015, the best efforts by the City of Parker council committee have not yielded any measurable progress with TxDOT and the County in addressing the environmental and safety issues.

The Southridge Board of Directors have an obligation to the Southridge HOA to ensure that we exhaust every possible avenue in our efforts to have the environmental and safety issues addressed. To this end, the Southridge Estates Board has engaged the services of Brown and Hofmeister as legal counsel to represent Southridge Estates in this engagement going forward.

The Board would like to express its sincere appreciation to the Parker City Committee for all your efforts and time spent in meetings with us on these issues. We look forward to your continued partnership and support in the opposition of the proposed alignment of 2551 until such time that an Environmental and Safety study has been completed for Southridge Estates.

Carrie Smith

From: Andrew Piziali <andy@piziali.dv.org>
Sent: Tuesday, March 03, 2015 10:17 AM
To: Lee Pettle; Lee Pettle; Z Marshall; Z Marshall; S Levine; Scott Levine; T Stone; Tom Stone; Patrick Taylor; Ed Standridge; Ed Standridge
Cc: Carrie Smith
Subject: Parker Comprehensive Plan Comments

Mr. Mayor and City Council,

With respect to the March 3, 2015 public hearing on the Parker Comprehensive Plan, I have two concerns with proposed Parker ordinance 721.

Section 4 of the proposal essentially gives the city council the authority to override provisions of the 2002 Parker Comprehensive Plan ("the Plan"). If we, the people of Parker, want to preserve the rule of law—as opposed to the rule of men—the broad discretionary language of this ordinance[1] should not be approved. Rather, a revision to the Plan such as this ought to be proposed, reviewed by the Parker residents for a period of time, and then approved by the City Council if the residents approve the changes.

Section 7 of the proposal repeals our existing 2002 Comprehensive Plan, without substantial and widely publicized input by our residents.

If the intent of Section 8 is to make this change widely known so that resident input may be solicited by the Council, my Section 7 concern is somewhat mitigated.

Thank you for considering my concerns and for including these comments in our public record.

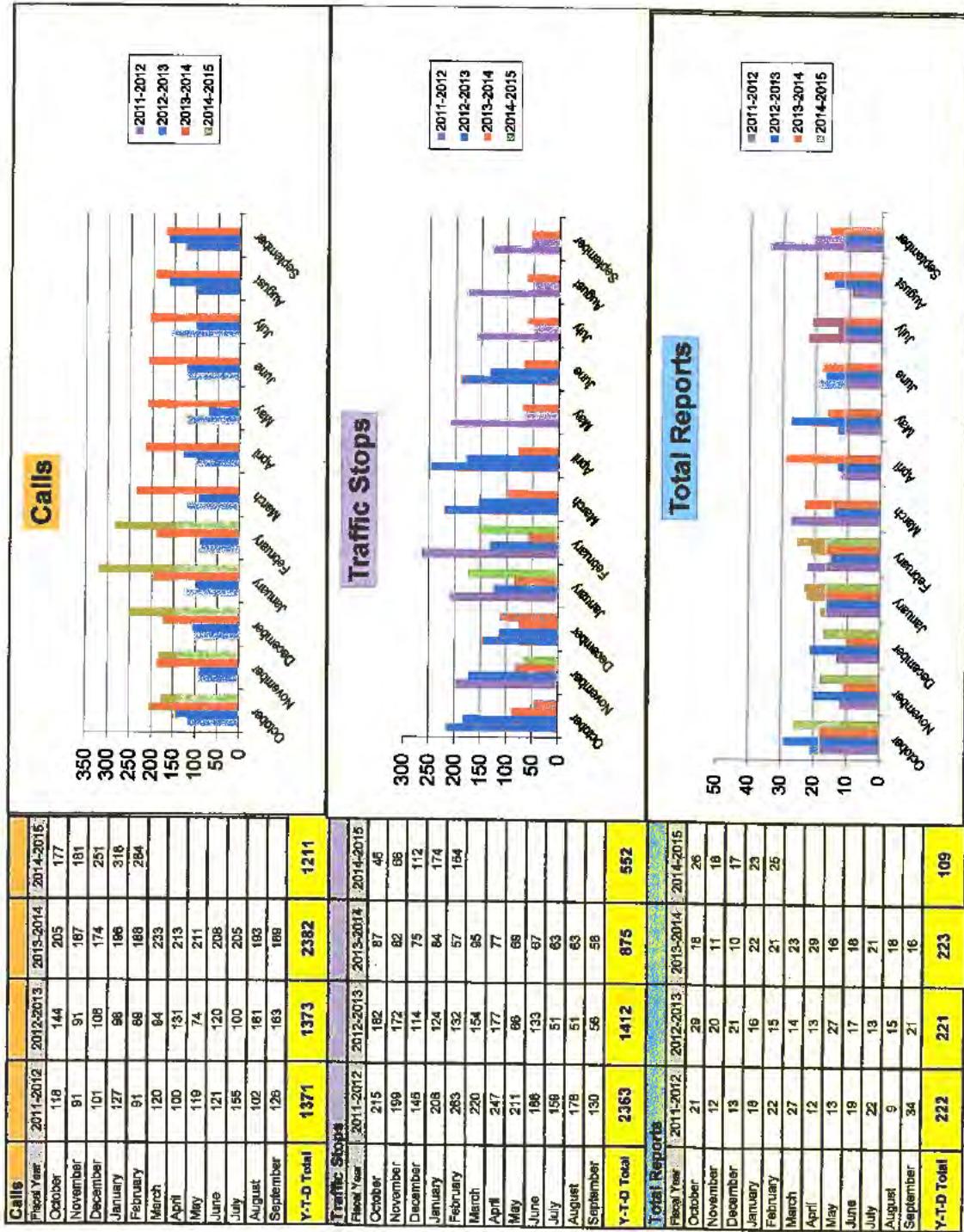
[1] Ex. "The relationship of the Plan and the development regulations, and other plans, policies or strategies of the City may be determined in the discretion [sic] of the council on each specific development proposal brought before the City." -- Prop. Ord. 721, Section 4.

Andy@Piziali.dv.org

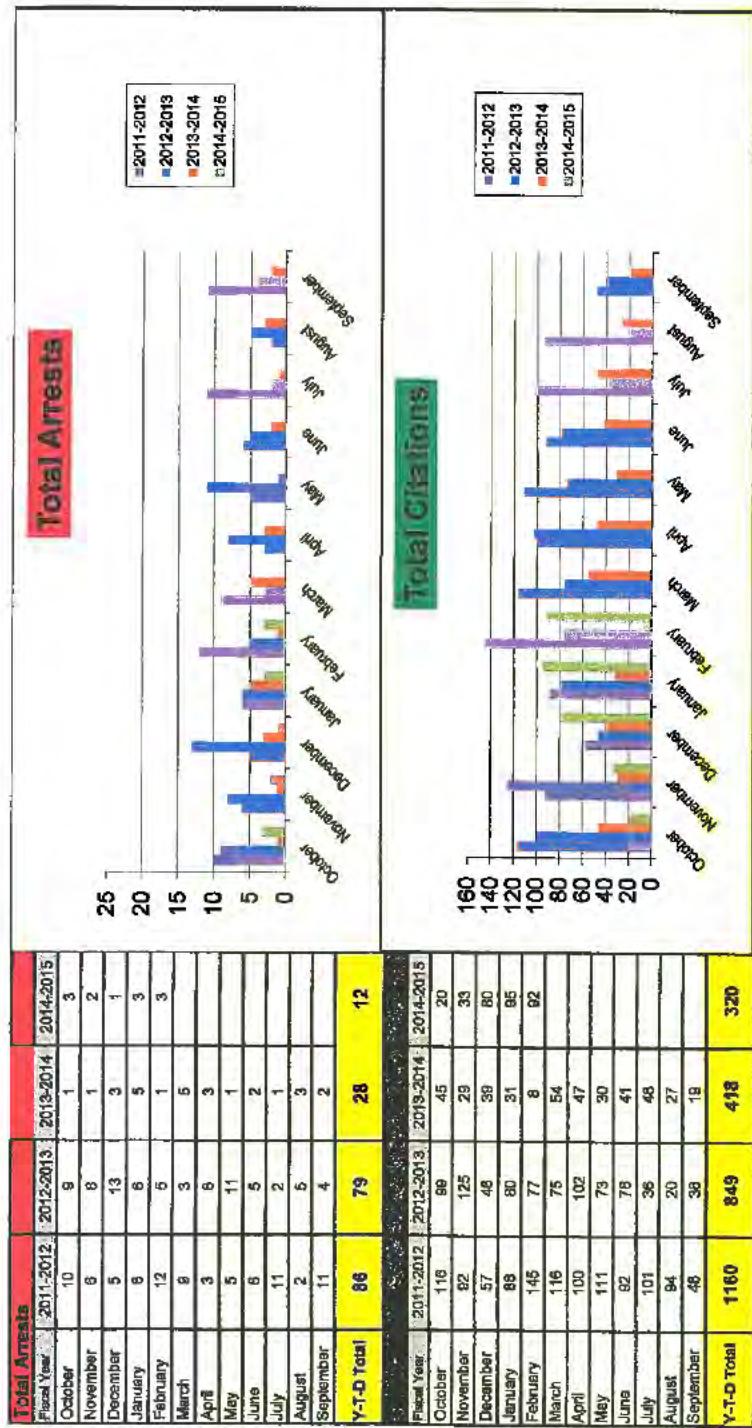
PGP Key:

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City of Parker
POLICE DEPARTMENT
MONTHLY REPORT



**City of Parker
POLICE DEPARTMENT
MONTHLY REPORT**



Unit 100 Ending 13-14 2012 CHEVY TAHOE - UNIT 100
Mileage

Unit 200 2013 CHEVY TAHOE -UNIT 200

2011 DODGE CHARGER - UNIT 300

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Two-Dose Charger - Unit #10		Odometer Reading	
Actual Mileage	Estimated Mileage	Actual Miles	Estimated Miles
11,463	11,387	967	1,248
15,8886	113,775	142,774	27,43
8,963	8,721	8,741	9,242
\$1,100.00	\$0.00	\$0.00	\$0.00
4 New Tires			

RESERVE OFFICERS

CRIMINAL SECTION

Court	City of Parker		TRAFFIC MISDEMEANORS			NON-TRAFFIC MISDEMEANORS		
Month	02	Year	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:			1,443	5	0	23	450	13
a. Active Cases			998	4	0	6	221	6
b. Inactive Cases			445	1	0	17	229	7
2. New Cases Filed			87	0	0	1	14	0
3. Cases Reactivated			3	0	0	0	1	0
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>			1,088	4	0	7	236	6
6. Dispositions Prior to Court Appearance or Trial:								
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.74))</i>			16	0	0	0	15	0
b. Dismissed by Prosecution			0	0	0	0	0	0
7. Dispositions at Trial:								
a. Convictions								
1) Guilty Plea or Nolo Contendere			0	0	0	0	0	0
2) By the Court			1	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:								
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			0	0	0	0	0	0
8. Compliance Dismissals:								
a. After Driver Safety Course <i>(CCP, Art. 45.051J)</i>			6					
b. After Deferred Disposition <i>(CCP, Art. 45.051J)</i>			3	0	0	0	0	0
c. After Teen Court <i>(CCP, Art. 45.052)</i>			0	0	0	0	0	0
d. After Tobacco Awareness Course <i>(HSC, Sec. 161.253)</i>							0	
e. After Treatment for Chemical Dependency <i>(CCP, Art. 45.053)</i>						0	0	
f. After Proof of Financial Responsibility <i>(TC, Sec. 601.193)</i>			10					
g. All Other Transportation Code Dismissals			0	0	0	0	0	0
9. All Other Dispositions			0	0	0	0	0	0
10. Total Cases Disposed <i>(Sum of Lines 6,7,8 & 9)</i>			36	0	0	0	15	0
11. Cases Placed on Inactive Status			0	0	0	0	0	0
12. Total Cases Pending End of Month:			1,494	5	0	24	449	13
a. Active Cases <i>(Equals Line 3 minus the sum of Lines 10 & 11)</i>			1,052	4	0	7	221	6
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>			442	1	0	17	228	7
13. Show Cause Hearings Held			1	0	0	0	0	0
14. CasesAppealed:								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

ADDITIONAL ACTIVITY

Court	City of Parker	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	02 Year 2015		
1. Magistrate Warnings:			
a. Class C Misdemeanors	0		
b. Class A and B Misdemeanors	0		0
c. Felonies	0		0
			TOTAL
2. Arrest Warrants Issued:			
a. Class C Misdemeanors	0		
b. Class A and B Misdemeanors	0		
c. Felonies	0		
3. Capasses Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed	(CCP, Art. 18.05)		0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders Ignition Interlock Device Issued	(CCP, Art. 17.441)		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held	(TC, Sec. 521.300)		0
12. Disposition of Stolen Property Hearings Held	(CCP, Ch. 47)		0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$ 0.00
18. Fines, Court Costs and Other Amounts Collected:			
a. Retained by City			\$ 9,661.78
b. Remitted to State			\$ 7,721.22
c. Total			\$ 17,443.00

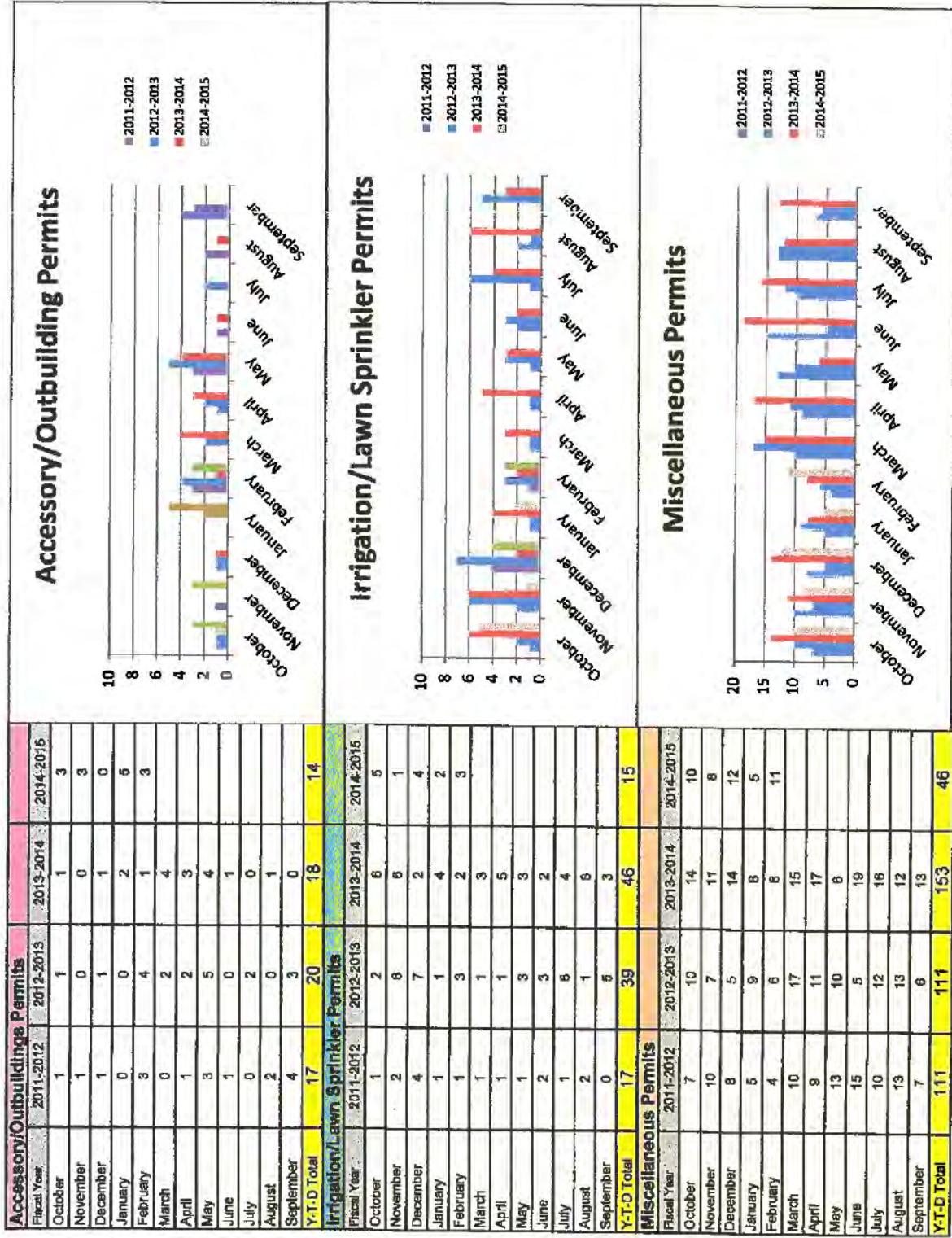


BUILDING PERMIT TOTALS

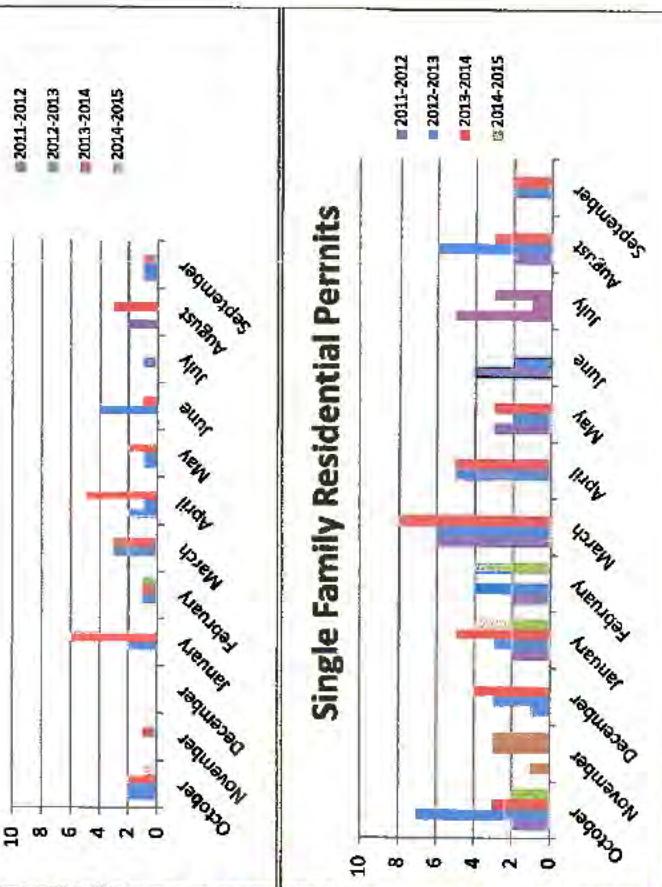
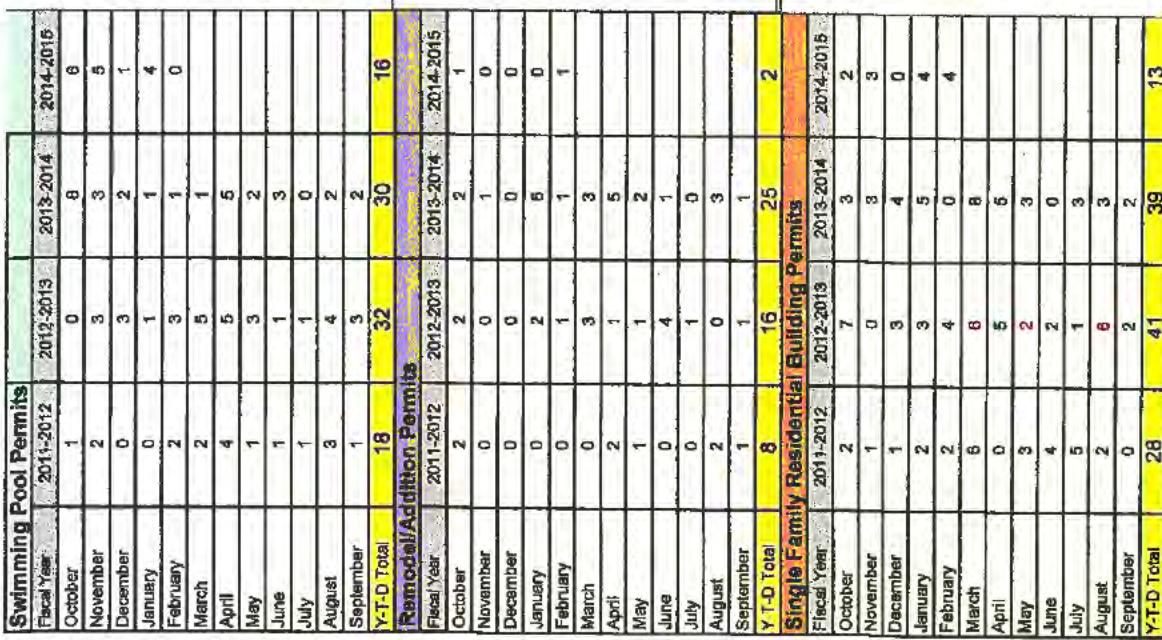
Feb-15

ACCESSORY/OUTBUILDING PERMITS	3
IRRIGATION/LAWN SPRINKLER PERMITS	3
MISCELLANEOUS PERMITS	11
SWIMMING POOL PERMITS	0
REMODEL/ADDITION PERMITS	1
SINGLE FAMILY RESIDENTIAL PERMITS	4
INSPECTIONS	78

PERMIT GRAPHS



PERMIT GRAPHS



CITY OF PARKER
PERMIT LOG
FEBRUARY 2015

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	SEWER TAP FEE
20150107	2/11/2015	ACC	6003 TAMEWORTH CT	GGCC HOLDINGS	DETACHED GARAGE	100000	1055	\$425.00	NA	NA	NA
2015006	2/11/2015	ACC	3100 DUBLIN RD	PIERCE REMODELING	HOBBY STRUCTURE	10000	200	\$175.00	NA	NA	NA
2015008	2/24/2015	ACC	4508 SPRINGHILL ESTATES DR NELAPATIA	PERGOLA	8000	180	\$100.00	NA	NA	NA	NA
2015002	2/3/2015	ELEC	4100 ANDYS LN #98	SKYLINE ELECTRIC INC.	ELECTRIC SERVICE	NA	NA	\$75.00	NA	NA	NA
2015003	2/5/2015	ELEC	6700 REGAL WAY #C	PLUG	REBUILD A ROOM/ELECTRIC IN ROOM	NA	NA	\$75.00	NA	NA	NA
2015002	2/11/2015	SFR	6801 MIDDLETON DR	RES COM	FIRE SPRINKLER	NA	NA	\$150.00	NA	NA	NA
2015003	2/10/2015	SFR	6305 NORTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	1000	NA	\$76.00	NA	NA	NA
2015004	2/10/2015	SFR	6000 SOUTHRIDGE PKWY	SOAK N GROW	IRRIGATION SYSTEM	1000	NA	\$75.00	NA	NA	NA
2015005	2/18/2015	IRR	6802 OVERBROOK DR	M.L. JOHNSON	IRRIGATION SYSTEM	1000	NA	\$75.00	NA	NA	NA
2015003	2/6/2015	MECH	6802 RATHBONE DR	SAMM'S HEATING & AIR COND	REPLACE HVAC SYSTEM	NA	NA	\$75.00	NA	NA	NA
2015001	2/2/2015	PLUM	4910 HACKBERRY LN	TMD MECHANICAL	WATER HEATER	NA	NA	\$75.00	NA	NA	NA
2015002	2/3/2015	PLUM	5808 ASCOT CT	SAME DAY WATER HEATER	GAS WATER HEATER	NA	NA	\$75.00	NA	NA	NA
2015003	2/9/2015	PLUM	4800 RIDGEVIEW DR	CLASSIC PLUMBING	GASLINE 2 GAS WATER HEATERS	NA	NA	\$75.00	NA	NA	NA
2015006	2/11/2015	PLUM	6011 BRACKNEIL DR	BAKER BROTHERS	GAS WATER HEATER IN ATTIC	NA	NA	\$75.00	NA	NA	NA
2015004	2/11/2015	PLUM	5800 COX FARM EST	10IRE RAINS PLUMBING	TANKLESS HEATER	NA	NA	\$75.00	NA	NA	NA
2015006	2/12/2015	PLUM	6704 ESTADOS DR	AL'S PLUMBING	SEWER LINE REPLACEMENT	NA	NA	\$75.00	NA	NA	NA
2015007	2/19/2015	PLUM	3508 MCCREARY RD	SAME DAY WATER HEATER	GAS WATER HEATER	NA	NA	\$75.00	NA	NA	NA
20150001	2/25/2015	REMO	4607 SPRINGHILL ESTATES DR DAL RICH CONSTRUCTION	ADDITION	55000	690	\$54.00	NA	NA	NA	NA
2015003	2/11/2015	SFR	6807 OVERBROOK DR	CUSTOM HOMES OF TEXAS	NEW RESIDENCE	\$1,400,000.00	11254	\$9,885.88	\$1,000	\$2,000	NA
2015004	2/24/2015	SFR	5808 CHESWICK CT	SHADDOCK HOMES	NEW RESIDENCE	\$592,000.00	6458	\$4,980.22	\$1,000	\$2,000	\$1,000
2015008	2/26/2015	SFR	6808 MIDDLETON DR	GRAND HOMES	NEW RESIDENCE	\$842,800.00	6812	\$5,982.08	\$1,000	\$2,000	\$1,000
2015009	2/25/2015	SFR	6801 CHESWICK CT	SHADDOCK HOMES	NEW RESIDENCE	\$855,000.00	6853	\$4,108.24	\$1,000	\$2,000	\$1,000
					TOTAL #	\$3,526,000.00	\$4,000	\$8,000	\$3,000		

INSPECTION LOG
FEBRUARY 2015

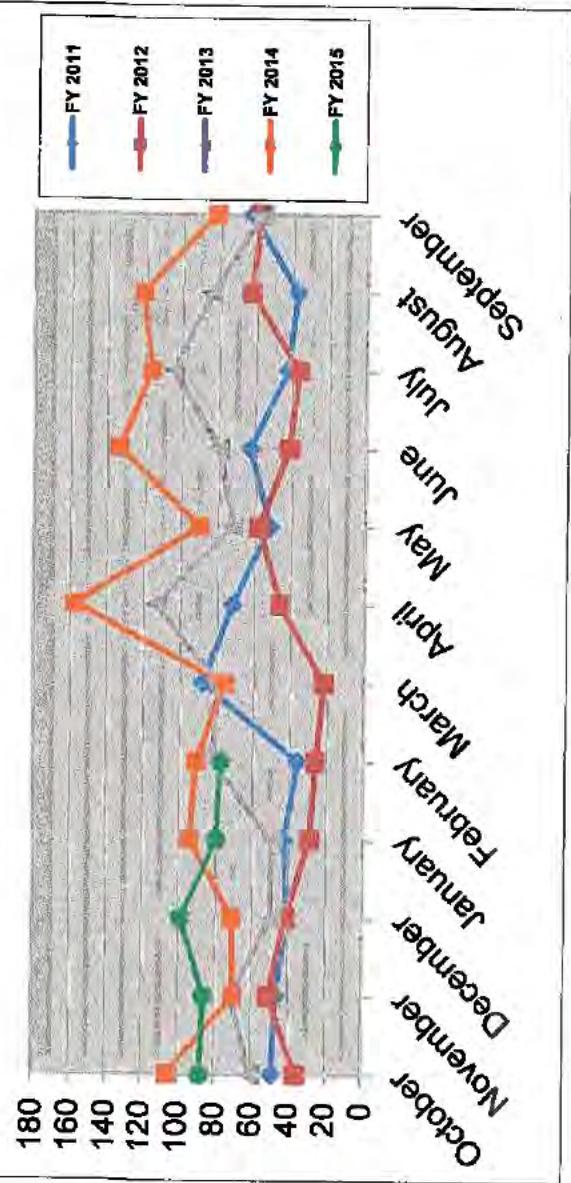
PERMIT NUMBER	TYPE	INSPECTION	COMPLETED	NOTES	#
2014-1018	ACCESSORY/OUTBUILDING	Plumbing Rough	2/6/2015		1
2014-1019	ACCESSORY/OUTBUILDING	Foundation	2/7/2015 FAILED 2/12/15		2
2015-1001	ACCESSORY/OUTBUILDING	Foundation	2/5/2015		1
2015-1004	ACCESSORY/OUTBUILDING	Foundation	2/13/2015		1
2015-1005	ACCESSORY/OUTBUILDING	Electrical Rough	2/26/2015		1
2015-1005	ACCESSORY/OUTBUILDING	Framing	2/13/2015		1
2015-1006	ACCESSORY/OUTBUILDING	Framing	2/26/2015		1
2015-1008	ACCESSORY/OUTBUILDING	Electrical Rough	2/26/2015		1
2016-2002	ELECTRICAL	Electrical Inspection	2/20/2015 FAILED 2/13/15 & 2/18/15		3
2015-2003	ELECTRICAL	Electrical Inspection	2/6/2015 MH ELECTRICAL		1
2015-2003	ELECTRICAL	Meter Release - Electric	2/9/2015		1
2014-3010	FIRE SPRINKLER	Fire Final	2/9/2015 FAILED 10/15/14		2
2014-3021	FIRE SPRINKLER	Fire Hydro Visual	2/20/2015 FAILED 1/28/15		2
2015-4002	IRRIGATION	Backflow Certificate on File	2/2/2015		1
2015-4003	IRRIGATION	Backflow Certificate on File	2/18/2015		1
2015-5003	MECHANICAL	Condenser & Coil	2/12/2015		1
2014-7042	PLUMBING	Water Heater	2/19/2015		1
2015-7002	PLUMBING	Water Heater	2/10/2015		1
2015-7003	PLUMBING	Other	2/12/2015 GAS LINE		1
2013-9006	SINGLE FAMILY RESIDENTIAL	Plumbing Top-Out	2/20/2015		1
2013-9006	SINGLE FAMILY RESIDENTIAL	Electrical Rough	2/20/2015		1
2013-9006	SINGLE FAMILY RESIDENTIAL	Mechanical Rough	2/20/2015		1
2014-9010	SINGLE FAMILY RESIDENTIAL	Other	2/2/2015 SERVICE DRIVE		1
2014-9014	SINGLE FAMILY RESIDENTIAL	Building Final	2/11/2015 FAILED 2/9/15		2
2014-9014	SINGLE FAMILY RESIDENTIAL	Survey Plat	2/11/2015		1
2014-9017	SINGLE FAMILY RESIDENTIAL	Meter Release - Electric	2/24/2015		1
2014-9017	SINGLE FAMILY RESIDENTIAL	Meter Release - Gas	2/24/2015		1
2014-9018	SINGLE FAMILY RESIDENTIAL	Building Final	2/12/2015 FAILED 12/22/14		2
2014-9020	SINGLE FAMILY RESIDENTIAL	Building Final	2/19/2015		1
2014-9020	SINGLE FAMILY RESIDENTIAL	Survey Plat	2/19/2015		1
2014-9022	SINGLE FAMILY RESIDENTIAL	Meter Release - Electric	2/4/2015 FAILED 2/3/16		2
2014-9022	SINGLE FAMILY RESIDENTIAL	Meter Release - Gas	2/4/2015		1
2014-9026	SINGLE FAMILY RESIDENTIAL	Driveway Approach	2/6/2015		1
2014-9026	SINGLE FAMILY RESIDENTIAL	Meter Release - Electric	2/24/2015 FAILED 2/20/15		2
2014-9027	SINGLE FAMILY RESIDENTIAL	Driveway Approach	2/3/2015		1

INSPECTION LOG
FEBRUARY 2015

PERMIT NUMBER	TYPE	INSPECTION	COMPLETED	NOTES	#
2014-9029	SINGLE FAMILY RESIDENTIAL	Meter Release - Electric	2/6/2015		1
2014-9035	SINGLE FAMILY RESIDENTIAL	T-Pole	2/11/2015		1
2014-9036	SINGLE FAMILY RESIDENTIAL	Form Survey	2/19/2015		1
2014-9038	SINGLE FAMILY RESIDENTIAL	Plumbing Rough	2/22/2015	FAILED 1/27/15	2
2014-9038	SINGLE FAMILY RESIDENTIAL	Foundation	2/10/2015		1
2014-9037	SINGLE FAMILY RESIDENTIAL	Plumbing Rough	2/13/2015	FAILED 2/10/15	2
2014-9037	SINGLE FAMILY RESIDENTIAL	Form Survey	2/13/2015		1
2014-9003	SINGLE FAMILY RESIDENTIAL	Building Final		FAILED 2/4/2015	1
2014-9029	SINGLE FAMILY RESIDENTIAL	Meter Release - Gas		FAILED 2/5/2015	1
2014-9035	SINGLE FAMILY RESIDENTIAL	Plumbing Rough		FAILED 2/19/2015	1
2014-9032	SINGLE FAMILY RESIDENTIAL	Plumbing Rough		FAILED 2/20/2015	1
2014-10009	SWIMMING POOL	Pool Final	2/13/2015	FAILED 7/29/14	2
2014-10009	SWIMMING POOL	Pool Protection Certification	2/13/2015		1
2014-10013	SWIMMING POOL	Other	2/6/2015	ELECTRICAL UNDERGROUND	1
2014-10014	SWIMMING POOL	Pool Final	2/4/2015		1
2014-10018	SWIMMING POOL	Belly Steel	2/10/2015		1
2014-10018	SWIMMING POOL	Gas Line to Pool Heater	2/10/2015		1
2014-10021	SWIMMING POOL	Pool Final	2/3/2015		1
2014-10023	SWIMMING POOL	Fence Final	2/3/2015		1
2014-10023	SWIMMING POOL	Pool Final	2/12/2015		1
2014-10024	SWIMMING POOL	Deck Steel	2/11/2016		1
2014-10025	SWIMMING POOL	Deck Steel	2/11/2015		1
2014-10026	SWIMMING POOL	Fence Final	2/11/2015		1
2014-10027	SWIMMING POOL	Belly Steel	2/11/2015		1
2014-10028	SWIMMING POOL	Pool Final	2/3/2015		1
2014-10028	SWIMMING POOL	Pool Protection Certification	2/3/2015		1
2014-10030	SWIMMING POOL	Gas Line to Pool Heater	2/3/2015		1
2015-10001	SWIMMING POOL	Belly Steel	2/3/2015		1
2014-10019	SWIMMING POOL	Pool Final		FAILED 2/6/2015	1
2014-10011	SWIMMING POOL	Pool Final		FAILED 2/10/2015	1
2014-10029	SWIMMING POOL	Other		FAILED 2/16/2015	1
				TOTAL =	78

Monthly Inspection Report

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
October	49	36	61	106	88
November	47	51	71	70	86
December	41	42	50	71	99
January	43	29	50	94	80
February	36	26	82	91	78
March	88	22	80	76	
April	72	46	114	158	
May	52	58	72	90	
June	63	42	80	134	
July	43	37	105	117	
August	38	63	84	122	
September	63	58	58	82	
Year Total	635	510	907	1211	431



CODE ENFORCEMENT REPORT
2014-2015

Violation Description	YTD Totals											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
High Grass	1											
Illegal Dumping												
Illegal Structure												
Illegal Vehicle								1				
Junked Vehicles									1			
Lot Maintenance	2	3	4	4	5							
Trash and Debris	2	5	1	5	3							
ITEM TOTALS	5	8	5	10	0							
												38

Officer Actions	YTD Totals											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Verbal Warnings	5	4	5	7	8							
Complied/Resolve	5	4	5	7	8							
10 Day Notice	2	2	2	2	2							
Extension Granted												
Complied/Resolve	2	2	2	2								
Citations Issued												
Stop Work Order												
Misc												
ITEM TOTALS	14	12	10	18	20	0						
												74

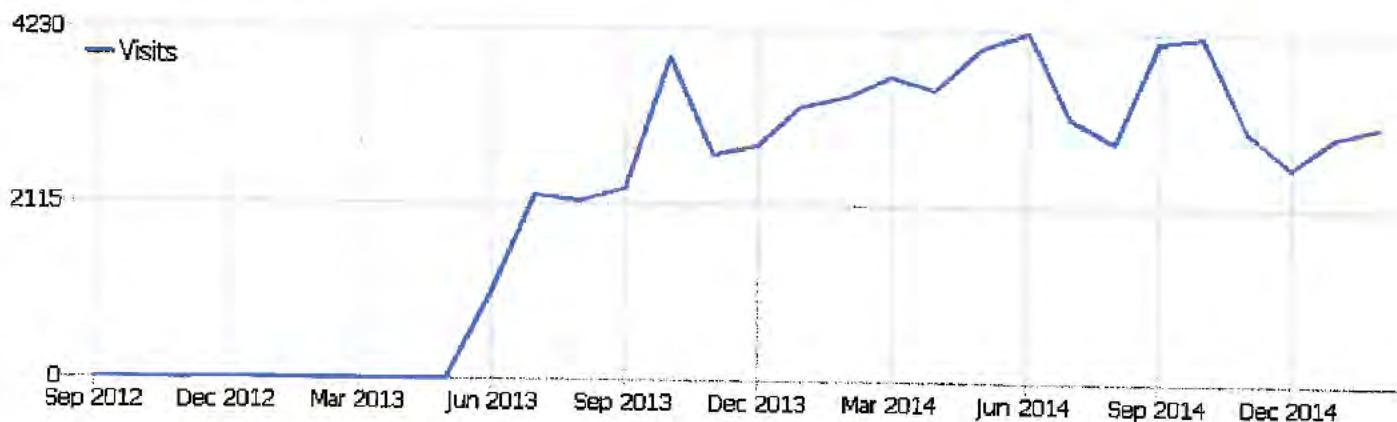
PIWIK

Parker, TX

Date range: 2015, February

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	2431
Users	0
Visits	3123
Actions	10621
Maximum actions in one visit	128
Actions per Visit	3.4
Avg. Visit Duration (in seconds)	00:02:25
Bounce Rate	46%

Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
citation	3	1	0%
driving safety	3	1.3	33%
employment	3	1.7	0%
maps	3	1	0%
bid	2	1	0%
bid posting	2	1	0%
city manager	2	1	0%
kings crossing	2	1.5	50%
parker ranch phase 1	2	1	100%
zoning map	2	1	0%
"fire pit"	1	1	0%
6411 parker	1	1	0%
accidents	1	1	100%
alarm	1	1	0%
alarm renewal	1	1	0%
barking dogs	1	2	0%
barking down	1	1	0%
barking dogs	1	2	0%
bond rating	1	1	100%
bulk trash pick up	1	1	0%
carrie smith	1	1	0%
cemeteri	1	1	100%
chapparal	1	1	0%
Others	59	88	25%

Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	1703	5204	3.1	00:02:23	55%	\$ 0
Search Engines	1307	5132	3.9	00:02:31	35%	\$ 0
Websites	113	285	2.5	00:01:42	54%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
United States	2982	10119	3.4	00:02:25	46%	\$ 0
Israel	46	166	3.6	00:03:12	35%	\$ 0
Unknown	19	39	2.1	00:01:32	68%	\$ 0
Germany	18	130	7.2	00:01:08	83%	\$ 0
France	10	105	10.5	00:06:29	40%	\$ 0
Philippines	8	11	1.4	00:00:10	88%	\$ 0
United Kingdom	5	7	1.4	00:01:07	60%	\$ 0
Côte D'Ivoire	4	4	1	00:00:00	100%	\$ 0
Japan	3	7	2.3	00:05:45	67%	\$ 0
Russian Federation	3	5	1.7	00:00:44	67%	\$ 0
Brazil	2	2	1	00:00:00	100%	\$ 0
China	2	2	1	00:00:00	100%	\$ 0
India	2	2	1	00:00:00	100%	\$ 0
Ukraine	2	2	1	00:00:00	100%	\$ 0
United Arab Emirates	1	1	1	00:00:00	100%	\$ 0
Australia	1	1	1	00:00:00	100%	\$ 0
Belgium	1	3	3	00:05:47	0%	\$ 0
Bulgaria	1	1	1	00:00:00	100%	\$ 0
Canada	1	1	1	00:00:00	100%	\$ 0
Switzerland	1	1	1	00:00:00	100%	\$ 0
Dominican Republic	1	1	1	00:00:00	100%	\$ 0
Hungary	1	1	1	00:00:00	100%	\$ 0
Italy	1	9	1.1	00:00:30	88%	\$ 0
Others	8					

Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2162	7121	3.3	00:02:39	47%	0%
Smartphone	628	2189	3.5	00:01:38	46%	0%
Tablet	299	1206	4	00:02:28	41%	0%
Unknown	34	105	3.1	00:01:07	62%	0%



Council Agenda Item

Budget Account Code:	Meeting Date: March 17, 2015
Budgeted Amount:	Department/ Requestor:
Fund Balance-before expenditure:	Prepared by: J. Shepherd
Estimated Cost:	Date Prepared: March 11, 2015
Exhibits:	1) Proposed Ordinance and Agreement

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 724
APPROVING A FRANCHISE AGREEMENT WITH ONCOR ELECTRIC
SERVICES. [SHEPHERD]

SUMMARY

Oncor's franchise agreement provides the normal 4% franchise fee to the City, use of the public right of ways, and agreements for trees, line relocations, and other operational provisions. The term is proposed for 20 years, with renewals. This agreement does not affect the service area of other providers (GCEC) in our City.

Council minutes December 2, 2015:

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

This item was tabled to allow Oncor's legal counsel an opportunity to review the proposed changes to the agreement.

POSSIBLE ACTION

Approve, Deny, Modify, Table

Inter-Office Use	
Approved by:	
Department Head/ Requestor:	
City Attorney:	<i>Shepherd by Email</i>
	Date: <i>3/11/2015 @ 10:20pm</i>
City Administrator:	<i>Tiffy Thayi</i>
	Date: <i>3/13/15</i>

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 12.

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

SECTION 3. CITY UTILITIES

A. 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.

B. 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.

C. 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. LIABILITIES

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, reasonable expenses and reasonable 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. Company expressly agrees that neither this franchise agreement, nor any of its provisions, shall prevent the City from the legal use of any and all of its immunities, and defenses. City expressly agrees that neither this Franchise agreement, nor any of its provisions, shall prevent the Company from the legal use of any and all of its rights, remedies, and defenses under any applicable laws, rules, and regulations. Subject to the City immunities and defenses, and subject to the Company's rights, remedies, and defenses, 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. In the event the claim includes the risk of comparative negligence between the Company and the City, the City may select its own counsel and City will be responsible for paying all its defense, including without limitation legal fees; subject to final non-appealable findings of comparative negligence.

SECTION 5. CITY FRANCHISE

A. 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, nor shall Company place its lines or equipment in a manner that unreasonably interferes with other franchise utilities of City. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, or other state or federal or local law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that the Company believes is contrary to any federal, state or local law or rule or regulation. To the extent practicable City shall provide Company with reasonable notice and opportunity to review and comment upon any new or revised City Standards or laws or rules or regulations that impact Company's use of the Public Rights-of-Way.

B. Company shall maintain, repair, construct, operate, and replace its Facilities to minimize interference with traffic and shall perform work in a timely and expeditious manner, and shall promptly clean up and restore to the same condition at the time disturbed, to the extent reasonably practicable, all Public Rights-of-Way that it may disturb. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Uniform Manual on Traffic Control Devices. In determining the location of Company's facilities within the City, the Company shall not unreasonably interfere with then existing

above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City), and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment and facilities within the Public Rights-of-Way (such other persons being "Public Right-of-Way Users"). Likewise, the City will, after the effective date of this Franchise, include in its agreements with other utility franchisees and Public Right-of-Way Users provisions requiring that such users shall not unreasonably interfere with existing Company Facilities.

- C. The Company shall inform its contractors working in the City's Public Rights-of-Way to contact the City regarding licenses and permits required by the City that the contractor(s) need to obtain to do work for Company in City's Public Rights-of-Way.
- D. Except in an emergency, Company shall be required to obtain street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Company's operations in City's Public Rights-of-Way. Under no circumstances, however, shall Company be required to pay for permitting or be required to post bonds.
- E. Company shall install, repair, maintain and replace its Facilities in a good and workmanlike manner. The City retains the right to make visual, non-invasive inspections of the Company's facilities and upon reasonable notice and request of the City Administrator or his designee from time to time, to require the Company to make available for inspection records or data to demonstrate its current compliance with the terms of this Franchise.
- F. Company on the request of any person shall remove or raise or lower its wires within the City Public Rights-of-Way temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the party or parties requesting the removal, raising, or lowering of Company wires, and Company may require such payment in advance. Company shall be given not less than ten (10) days advance notice to arrange for such temporary wire changes. The clearance of wires above ground or rails within the City and also underground work shall conform to the basic standards of the National Electrical Safety Code.
- G. With respect to Company Facilities not located in public streets, alleys or highways (with the exception of private property or utility easements), to the extent the Company is authorized to locate such Facilities on or in municipal property by Texas Utilities Code, Sec.181.042, the location of Company's Facilities shall be subject to approval by the City Administrator prior to

construction or installation: provided however, said approval shall not be unreasonably withheld. Notwithstanding this subsection, Company will not be required to obtain approval from the City Administrator of the location of Company's Facility prior to construction or installation to address an emergency, however, Company shall notify the City Administrator of said construction or installation within a reasonable time after the emergency situation has been resolved.

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, however, the City may charge the Company 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.

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. FAVORED NATIONS This Section applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the public rights-of-way than the calculation under 33.008(b) of PURA, which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement.

- (a) City shall have the option to:

(1) Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

(2) Modify this franchise to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 7(a)(1). In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 7(a)(1).

(b) City may not exercise the option provided in Section 7(a) if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or Charter of City.

(c) In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this Section, and terms of the franchise shall immediately revert to those in place prior to City's exercise of its option under this Section.

(d) Notwithstanding any other provision of this franchise, should the City exercise the option provided in Section 7(a), and then adopt any rule, regulation, ordinance, law, Code, or Charter of City that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to Section 7(a), then Company shall have the right to cancel all of the modifications to this franchise made pursuant to this Section and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to City's exercise of its option under this Section.

(e) The provisions of this Section apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or any successor methodology.

SECTION 8. FORECLOSURE, RECEIVERSHIP AND BANKRUPTCY. The Company shall notify the City within a reasonable time after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, whether voluntary or involuntary, such notice to include where applicable the cause number and court involved.

SECTION 9. DEFAULT, REMEDIES, AND TERMINATION

A. **Events of Default.** The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. **Uncured Events of Default.**

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 9.C.

2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 9.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 9.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 9.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure, not to exceed 30 days, or other time agreed upon by both parties. In the event that such cure is not forthcoming within 30 days of said written notification or other time agreed upon by both parties, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 9.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such

termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

SECTION 10. NON-WAIVER. Failure of the City to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the City shall have the right to declare any such breach or default within a reasonable time of its discovery and within any applicable statute of limitations. Failure of the City to declare one breach or default does not act as a waiver of the City's rights to declare another breach or default. Nothing in this Franchise agreement or elsewhere waives the Company's rights, defenses, or remedies under any applicable laws, rules, or regulations.

SECTION 11. NOTICES. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address noted below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America, proper postage prepaid, and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such address below by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City Secretary

City of Parker

5700 E. Parker Road

Parker, Texas 75002

COMPANY

Regulatory Affairs,

Oncor Electric Delivery Company LLC

1616 Woodall Rodgers Fwy, 6th floor

Dallas, TX 75202-1234

SECTION 12. EFFECTIVE DATE 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 by City. 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 13. REPEALER This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 14. 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 15. 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 by the City, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Parker, Texas, on this the _____ day of _____, 2015.

Mayor Z Marshall
The City of Parker

ATTEST:

City Secretary

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF PARKER

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PROPOSED

