



CITY OF

AGENDA

CITY COUNCIL MEETING

SEPTEMBER 5, 2017 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, September 5, 2017 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

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

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-547 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2017-2018. [SHELBY]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-548 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES. [BROOKS]

INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-549 AN ENGINEERING SERVICE AGREEMENT FOR THE CENTRAL PUMP

STATION, GROUND STORAGE RESERVOIR AND NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) METER STATION. [FLANIGAN]

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 752, ADOPTING THE 2017 TAX RATE. [MARSHALL]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 753, ADOPTING THE 2017-2018 BUDGET. [MARSHALL]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-550 APPOINTING AN AUDITOR AND ENTERING INTO A SERVICE AGREEMENT WITH SAID AUDITOR FOR 2016-2017 AUDIT. [BOYD]

ROUTINE ITEMS

7. FUTURE AGENDA ITEMS

8. ADJOURN

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

I certify that this Notice of Meeting was posted on or before September 1, 2017 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Council Agenda Item

Item 1
C Sec Use Only

Budget Account Code:	1-10-6065	Meeting Date:	September 5, 2017
Budgeted Amount:	\$25,000	Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	City Attorney Shelby
Estimated Cost:	\$5,000 minimum Annual Contract	Date Prepared:	August 31, 2017
Exhibits:	<ol style="list-style-type: none">1) Proposed Resolution2) Annual Contract3) Resolution 2016-523		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2017-547 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2017-2018. [SHELBY]

SUMMARY

Texas Local Government Code §52.004 Official Newspaper

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

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	08/31/2017
City Attorney:	<i>Brandon S. Shelby</i>	Date:	08/31 /2017 via email
City Administrator:	<i>Jeff Flanigan</i>	Date:	09/01 /2017

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

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

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2017-2018, commencing October 1, 2017. The use of the newspaper prior to the date of this resolution is ratified by Council.
2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.
3. Until Sept 30, 2018, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.
4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.
5. This Resolution is effective immediately upon passage.

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

CITY OF PARKER:

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Category: (**LEGAL**)

Level: **\$5000**

Rate card Year: **2017**

Contract Date: October 1, 2017

Frequency

DVC



ADVERTISING CONTRACT

PRIMARY CONTRACT TYPE – (select one only)

<input checked="" type="checkbox"/> TDMN	<input type="checkbox"/> Al Dia	<input type="checkbox"/> F!D Luxe
<input type="checkbox"/> Neighborsgo	<input type="checkbox"/> TMC	<input type="checkbox"/> Briefing
<input type="checkbox"/> Online	<input type="checkbox"/> Other	

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

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

Dallas Morning News - Classified Legal Rates - 2017

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

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

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

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

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

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

Signed:

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

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

Print Name: Lynda Black

Print Name: _____

Signature: _____

Signature: _____

Title: Sales and Marketing Consultant
Date: August 29, 2016

Title: _____
Date: _____

FURTHER CONDITIONS OF THIS CONTRACT

Contract Date _____

Initials/Date _____

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

CITY OF PARKER
RESOLUTION NO. 2016-523
(Designating Official Newspaper)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2016-2017, AND
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2016-2017, commencing October 1, 2016. The use of the newspaper prior to the date of this resolution is ratified by Council.

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

3. Until Sept 30, 2017, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.

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

5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 20th day of September, 2016.

CITY OF PARKER:



Z. Marshall, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



James E. Shepherd, City Attorney

Category: (**LEGAL**)

Level: **\$5000**

Rate card Year: **2016**

Contract Date: **October 1, 2016**

Frequency

DVC



ADVERTISING CONTRACT

PRIMARY CONTRACT TYPE – (select one only)

<input checked="" type="checkbox"/> TDMN	<input type="checkbox"/> Al Dia	<input type="checkbox"/> F/D Luxe
<input type="checkbox"/> Neighborsgo	<input type="checkbox"/> TMC	<input type="checkbox"/> Briefing
<input type="checkbox"/> Online	<input type="checkbox"/> Other	

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

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Dallas Morning News - Classified Legal Rates - 2016

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

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

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

Signed:

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

Print Name: **Lynda Black**

Signature:

Title: **Sales and Marketing Consultant**

Date: **September 8, 2016**

City of Parker Texas
3700 E. Parker Road
Parker, Texas 75002

Print Name: **Z. Marshall**

Signature:

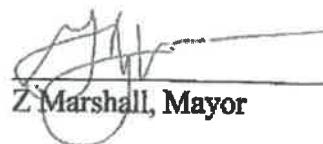
Title: **Mayor**

Date: **September 20, 2016**

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 20th day of September, 2016.

CITY OF PARKER:

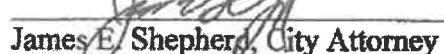



Z. Marshall, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

**A. H. BELO
CORPORATION****Black, Lynda <lblack@dmnmedia.com>****Re: Renewal Contract City of Parker**

1 message

Williams, Karen <khwilliams@dmnmedia.com>
To: "Black, Lynda" <lblack@dmnmedia.com>

Wed, Sep 7, 2016 at 5:29 PM

approved.

*Karen Williams*FP&A Manager
214.977.8881

On Wed, Sep 7, 2016 at 3:48 PM, Black, Lynda <lblack@dmnmedia.com> wrote:

This is a standard DVC, no changes

Lynda Black

Sales & Marketing Consultant

214.977.7819

lblack@dmnmedia.com

We will need an "Approval" email for content, pricing and payment in order to release your advertisement.



Council Agenda Item

Item 2
C Sec Use Only

Budget Account Code:	1-20-6450	Meeting Date:	September 5, 2017
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	Police Chief Brooks
Estimated Cost:		Date Prepared:	August 31, 2017
Exhibits:	<ul style="list-style-type: none">1) Proposed Resolution2) Proposed Interlocal Police Dispatch Services Agreement3) Resolution No. 2015-473		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2017-548 APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES. [BROOKS]

SUMMARY

In 2015 the City of Parker and the City of Murphy entered into an annual automatic renewal contract for dispatch services which will end September 30, 2021. The Parker Police Department is pleased with the level of service provided by the City of Murphy. As discussed during the budget process the City of Parker was notified of a 5% increase in the cost of these provided services. The Parker Police Department has determined this increase to be within the scope of the agreement. The fee charged for services October 1, 2017 through September 30, 2018 will be \$26,250.00. The Parker Police Department requests automatic renewal of this agreement.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	08/29/2017 via email
City Attorney:	<i>Brandon S. Shelby</i>	Date:	08/31/2017 via email
City Administrator:	<i>Jeff Flanigan</i>	Date:	09/01/2017

CITY OF PARKER
RESOLUTION NO. 2017-548
(Police Dispatch Services)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING THE RENEWAL OF AN
AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF
PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AND
PROVIDING FOR A SAVINGS CLAUSE.**

WHEREAS, Chapter 791 of the Texas Government Code provides that local may contract in order to increase the efficiency and effectiveness of the delivery of services to the public; and

WHEREAS, In 2015 the City of Parker and the City of Murphy entered into an annual automatic renewal contract for dispatch services which will end September 30, 2021; and,

WHEREAS, The Parker Police Department is pleased with the level of service provided by the City of Murphy and would like to renew said contract for fiscal year 2017-2018; and,

WHEREAS, The Parker Police Department has determined that the proposed 5% increase in fees to be within the scope of the original contract.

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

Section 1. Automatic renewal of the contract's terms is approved.

Section 2. The fee of \$26,250.00 for services October 1, 2017 through September 30, 2018 is approved.

Section 3. The Mayor is authorized to execute any and all necessary documents to effectuate the renewal of the contract.

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

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

CITY OF PARKER:

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Proposed

RESOLUTION NO. 2015-473
(Police Dispatch Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

WHEREAS, the Parker City Council has reviewed an interlocal cooperation agreement by and between the City of Parker and the City of Murphy, entitled "Interlocal Police Dispatch Services Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Parker City Council finds that the terms thereof are in the best interests of the City and should be approved;

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

SECTION 1. The terms of the Agreement are approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Texas on this the 17 th day of April, 2015.



By:

CITY OF PARKER

Z. Marshall
Mayor

ATTEST:

Carrie L. Smith

Carrie L. Smith
City Secretary

APPROVED AS TO FORM:

James E. Shepherd

James E. Shepherd
City Attorney

INTERLOCAL POLICE DISPATCH SERVICES AGREEMENT

This Agreement is made between the CITY OF MURPHY, TEXAS, a municipal corporation (hereinafter referred to as "Murphy"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker").

RECITALS

1. The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof.
2. Murphy and Parker are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens.
3. Murphy, through the Murphy Police Department, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel. Parker desires to obtain dispatch services from Murphy at a fee. Therefore, Murphy and Parker, consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

1.01 PRORATED TERM: Initially, this Agreement will have a "prorated term" beginning on the first day of the month subsequent to the date of the final signature on this Agreement. The prorated term will then end on September 30, 2015, and thereafter, the regular term will begin as provided in 1.02 below.

1.02 ANNUAL TERM: The term of this Agreement is for a period of one (1) year, beginning on October 1, 2015, and ending on September 30, 2016, with an optional one (1) year automatic renewal for five (5) subsequent years, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Murphy or

Parker, as set forth hereafter, this Agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2021.

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

II. OBLIGATIONS OF MURPHY

2.01 POLICE DISPATCH SERVICES: Murphy, via the Murphy Police Department (MPD) Operations Center, will provide normal and emergency telecommunicating services, to include normal computer aided dispatch (CAD) related records keeping to the Parker Police Department (PPD). Murphy agrees to provide 24/7/365 dispatch services to Parker in the same manner and under the same work schedule as such services are provided in the operation of MPD. Murphy makes no guarantees as to levels of service beyond its ability to provide services depending upon conditions and demand.

MPD will provide PPD standard and customized CAD reports every month, provided MPD can do so without incurring costs for report customizations or queries. Services shall include TLETS/NLETS services.

2.02 COMMUNICATIONS: The primary Public Safety Answering Point (PSAP) for Parker shall be MPD. All Parker residents will be able to speak with an MPD dispatcher as necessary and calls assessment and dispatching services will be provided. MPD will dispatch PPD on MPD primary channel along with MPD units.

III. OBLIGATIONS OF PARKER

3.01 COMMUNICATIONS: Parker shall utilize its own radio hardware. Parker shall ensure that all PPD radios will operate on the Plano, Allen, Wylie, Murphy (PAWM) system and

in particular with the MPD radio system. Prior to MPD being able to provide dispatch services to PPD, other members of the PAWM radio system would have to agree.

3.02 AGREEMENTS WITH OTHER ENTITIES: Parker shall be responsible for maintaining a current Interlocal Agreement with Plano Radio during the terms of this Agreement. Any fee payments associated with agreements between Parker and other entities for dispatch services, such as Plano Radio, will remain the sole responsibility of Parker.

IV. NONEXCLUSIVITY OF SERVICE

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

V. FEES

5.01 DISPATCH SERVICE CHARGES FOR PRORATED TERM: Payment for the prorated term shall be made before the beginning of that term, as specified in Section 1.01 of this Agreement. The total payment due will be the total number of months in the prorated term multiplied by \$2,083.33.

5.02 DISPATCH SERVICE CHARGES FOR ANNUAL TERM: The dispatch service charges in the amount of \$25,000 for the first year shall be paid by Parker to Murphy by October 31, 2015. The dispatch service charge for subsequent years will be determined based on an analysis of Parker generated calls for the prior year. If dispatch service charges increase, Murphy shall provide Parker written notice of the increase by September 1 of each year.

5.03 PAYMENT UPON EARLY TERMINATION: If this Agreement is terminated prior to the conclusion of a term for which payment has been made pursuant to Sections 5.01 or 5.02 of this Agreement, Murphy shall refund a prorated amount to Parker for the months remaining in the term.

5.04 SOURCE OF PAYMENT: Parker agrees dispatch services payments required under this Agreement shall be made out of Parker's current revenues.

5.05 PAYMENTS DUE: Parker agrees to pay Murphy the Annual Fees under Section 5.02 by October 31 of each fiscal year for the duration of this agreement.

VI. RELEASE AND HOLD HARMLESS

EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

VII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available

against claims arising in the exercise of governmental powers or functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VIII. AMENDMENT

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

IX. VENUE

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

X. NOTICES

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

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

(A) City of Murphy:
City Manager
206 North Murphy Road
Murphy, Texas 75094

(B) City of Parker City of Parker

Police Chief
5700 East Parker Road
Parker, Texas 75002

City Administrator
5700 East Parker Road
Parker, Texas 75002

XI. CAPTIONS

The section headings in this Agreement have been inserted for reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

XII. COUNTERPARTS

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

XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party ninety (90) days written notice.

XIV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

XV. OBLIGATIONS OF CONDITION

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

XVI. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

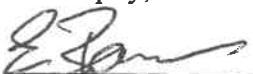
Murphy and Parker have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

XVII. PRIOR AGREEMENTS SUPERSEDED

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

EXECUTED on the dates indicated below:

City of Murphy, Texas

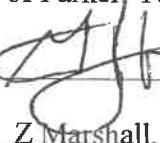
BY: 

Eric Barna, Mayor

DATE: 4/15/2015



City of Parker, Texas

BY: 

Z Marshall, Mayor

DATE: 4/21/2015





Council Agenda Item

Item 3
C Sec Use Only

Budget Account Code:	Meeting Date: September 5, 2017
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: August 31, 2017
Exhibits:	<ol style="list-style-type: none">1. Proposed Resolution2. Professional Engineering Services Agreement

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2017-549 AN ENGINEERING SERVICE AGREEMENT FOR THE CENTRAL PUMP STATION, GROUND STORAGE RESERVOIR AND NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) METER STATION. [FLANIGAN]

SUMMARY

The City is proposing to enter into an agreement for professional engineering services with Birkhoff, Hendricks and Carter, L.L.P, for the City's Central Pump Station, Ground Storage Reservoir, and North Texas Municipal Water District (NTMWD) Meter Station design. The proposed resolution and engineering services agreement are provided for your review.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	08/31/2017 via email
City Administrator:	<i>Jeff Flanigan</i>	Date:	09/01/217

RESOLUTION NO. 2017-549
(Professional Engineering Services Agreement)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER
APPROVING THE TERMS AND CONDITIONS OF THE PROFESSIONAL
ENGINEERING SERVICES AGREEMENT OF THE CITY OF PARKER
AND BIRKHOFF, HENDRICKS & CARTER FOR THE CENTAL PUMP
STATION, GROUND STORAGE RESERVOIR AND NORTH TEXAS
MUNICIPAL WATER DISTRICT (NTMWD) METER STATION;
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT;
PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Parker entered into an agreement for professional engineering services with Birkhoff, Hendricks & Carter LLP authorized by Resolution 2016-504 and approved by the City Council on April 5, 2016; and

WHEREAS, the April 2016 agreement requires a separate agreement for projects with a construction value above a certain threshold; and

WHEREAS, the project related to the central pump station, ground storage reservoir and NTMWD meter station contemplated herein has a construction value above that threshold; and

WHEREAS, the City of Parker requested a proposed agreement from the firm of Birkhoff, Hendricks & Carter, LLP for the herein described project, which is attached as Exhibit A (the "Agreement"); and

WHEREAS, the City of Parker finds that the terms and conditions of the Agreement are in the best interest of the City and should be approved;

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

SECTION 1. The terms and conditions of the Agreement are approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

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

CITY OF PARKER:

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Parker, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to complete engineering design and preparation of plans and specifications, along with construction administration for the Central Pump Station, Ground Storage Reservoir and NTMWD Meter Station, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement, and to the Standard of Care practiced by Professional Engineers in North Central Texas.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Conflict of Interest

The Engineer hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Engineer will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

V. Entirety of Agreement

This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

VI. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "B". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

VII. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VIII. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XI. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

XII. Personnel

The Engineer represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

XIII. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XIV. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XVI. Independent Contractor

Engineer certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of the City of Parker for any purpose whatsoever.

XVII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Jeff Flanigan	With Copy To: Brandon Shelby
City Administrator	City Attorney
City of Parker	Shelby Law PLLC
5700 East Parker Road	515 N. Travis
Parker, Texas 75002	Sherman, Texas 75091
Phone: (972) 442-4105	Phone: (903) 357-5101
JFlanigan@parkertexas.us	BShelby@shelbylawllc.com

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John Birkhoff P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
JBirkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVIII. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

XIX. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF PARKER, TEXAS
Texas General Law City

By: _____
Z Marshall, Mayor

Date: _____

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers Firm No. 526
Texas Board of Professional Land Surveyors Firm No. 100318-00

By: _____
John W. Birkhoff, P.E., Managing Partner

Date: _____

ATTEST

By: _____

EXHIBIT "A"

ENGINEERING SERVICES

CENTRAL PUMP STATION, GROUND STORAGE NO. 1, AND N.T.M.W.D. METER STATION

PART I: PRELIMINARY PLAN

Prepare conceptual layout of Pump Station, Ground Storage Reservoir, Yard Piping and NTMWD Meter Station.

A. Preliminary Plans - Pump Station & Meter Station (5.0 MGD Capacity)

Prepare construction plans and specifications to include the following:

- 1) Pump station building will include electrical and pump rooms. Pumps and motors will be located inside, suction header pipe located outside. Three pumps and motors will be included in the initial phase of pump station (1.75 MGD capacity) with two empty slots for future pumps and motors. Pump Room approximately 30-feet x 55-feet, Electrical Room approximately 30-feet x 23-feet.
- 2) Pump selection will be based on hydraulics of the system.
- 3) Design of discharge meter station into the distribution system.
- 4) Design and sizing of discharge and suction piping. Suction piping will include connection to ground storage reservoirs and supply line from NTMWD meter station. Discharge line will include connections for disinfection and will extend to distribution system in F.M. 2551.
- 5) New RTU for the pump station along with communications will be included. Provisions will include modifications to HMI software for the pump station, ground storage, standby generator and meters.
- 6) Pump Station design will include civil design, mechanical design, electrical design and architectural design. Electrical room will be conditioned space and the pump room will be forced ventilation. Architecturally, the building will have a pitched metal roof and stone facade.
- 7) Design of NTMWD Meter Station meeting District Standards. Aboveground building will complement the pump station building.

- 8) Work with electrical supplier to size required electric service to the site.
- 9) Formulate Engineers' Opinion of Probable Construction Cost.
- 10) Submit three sets of preliminary plans to the City for review. Plans will be completed on 11" x 17" sheets.
- 11) Meet with the City to discuss preliminary plans.

B. Preliminary Plan - 0.75 Million Gallon Ground Storage Reservoir No. 1

Preparation of plans, specifications and bidding documents for a 0.75-million gallon AWWA D110, Prestressed Concrete Ground Storage Reservoir with a 40-foot side water depth and based on the following items:

- 1) Specifications based on following standards:
 - > American Water Works Association (AWWA)
 - > American Nation Standards Institute (ANSI)
 - > American Society of Testing Materials (ASTM)
 - > National Sanitation Foundation (NSF)
 - > American Concrete Institute (ACI)
- 2) Tank Accessories to include the following:

> Pipe Connections	> Roof Hatches
> Over Flow	> Vent
> Drain	> Level Monitoring
> Tank Ladders	> Sample Port
- 3) Formulate Engineers' Opinion of Probable Construction Cost.

PART II: FINAL DESIGN

- A. Revise preliminary plans for pump station, ground storage and meter station improvements incorporating comments from the City.
- B. Finalize construction plans, specifications and bidding documents.
- C. Prepare erosion control plan.
- D. Design appurtenances such as special connections, details, etc.

- E. Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans.
- F. Submit three sets of final bid documents including bid proposal forms, construction plans, specifications, and contract documents for City's review.
- G. Submit plans to TCEQ for their review and comment.

PART III:BIDDING PHASE

- A. Assist the City staff in advertising for bids. This will include e-mailing "Notice to Contractors" to contractors experienced in this type of construction. City will have Notice published in local newspaper at City's cost.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Provide bidding documents to City of Parker, and electronic copies to Publishers.
- D. Assist during opening of bids and provide bidding tally sheets.
- E. Provide bid tabulation, in PDF format, to City and Contractors who submitted bids.
- F. Obtain the following information from the lowest bidder:
 - 1. Past work history,
 - 2. Physical resources to produce the project.

Formulate opinion from information received and provide the City at their request, a summary of the opinion for their use in selection and award of the construction contract.

- G. After award of contract, furnish ten (10) sets of prints of the final plans, specifications and contract documents to the City for construction use by the City and Contractor.

PART IV:CONSTRUCTION PHASE

- A. Attend the Pre-Construction Conference, including preparing an agenda.
- B. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters.
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp

their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.

- D. Provide written responses to requests for information or clarification to City and/or Contractor.
- E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- F. Prepare monthly pay request form, from information obtained from Contractor and/or City Inspector, and submit to City with recommendation for payment.
- G. Accompany the City during their final inspection of the project. Prepare punch-list of items found during City's inspection that requires Contractor action.
- H. Assist City in selecting on-site representative to observe construction activities and in selecting testing laboratory for concrete and paint testing.

PART V: ADDITIONAL SERVICES

- A. Survey for Design: Complete field surveys to be utilized in preparation of construction plans.
- B. Geotechnical Investigation: Complete geotechnical investigation of the pump station site to include four soil borings.
- C. Reproduction: Printing of documents for review and for construction.
- D. Prepare Record Drawings: Utilizing on-site Representative and Contractor's construction record information, prepare one set of reproducible record drawings, and provide an electronic copy in PDF format.

PART VI:EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Contractor's means and methods.
- C. Environmental impact statements and assessments.
- D. Fees for permits.
- E. Fees for publically advertising the construction project.
- F. Fiduciary responsibility to the Client.
- G. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- H. Phasing of Contractor's work.
- I. Quality control and testing services during construction.
- J. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- K. Title searches.
- L. Trench safety designs.
- M. Site plan process.

EXHIBIT "B"

COMPLETION SCHEDULE

Notice to Proceed	September 11, 2017
Begin Field Surveys	September 18, 2017
Complete Geotechnical Investigation	December 30, 2017
Complete Site Plan Layout	November 3, 2017
Submit Preliminary Plans to City for Review	March 30, 2018
Receive Review Comments from City	April 17, 2018
Complete Final Plans	July 31, 2018
Advertise Project	August 2018
Receive Bid	August 2018
Award Contract	September 2018
Notice to Proceed	November 2018
Construction	November 2018 - December 2019

EXHIBIT "C"

PAYMENT SCHEDULE

Payment for engineering services described in Exhibit "A" under Parts I, II, III, and IV shall be based on an amount of Five Hundred Thirty Thousand Dollars (\$530,000.00).

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$165.00 per hour, inclusive of all equipment rentals and software licensing. Expenses shall be at invoice cost times a multiplier of 1.15.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

The following is a summary of the estimated charges for the various elements of the proposed services:

Basic Services:

▪ Pump Station	(\$2,500,000)	\$245,000
▪ Ground Storage	(\$1,000,000)	\$65,000
▪ NTMWD Meter Station	(\$1,500,000)	<u>\$120,000</u>
Total Construction:		(\$5,000,000)
		Subtotal
		\$430,000.00

Bidding Services:

▪ Pump Station, Ground Storage & Meter Station	<u>\$5,000</u>
	Subtotal
	\$5,000.00

Construction Administration:

▪ Pump Station, Ground Storage & Meter Station	
	Subtotal
	\$95,000.00

Additional Services:

▪ Field Surveys for Design	\$1,500
▪ Geotechnical Investigation	\$9,200
▪ Reproduction	\$2,000
▪ Record Drawing	\$2,500
	Subtotal
	<u>\$15,200.00</u>
	TOTAL:
	<u>\$545,200.00</u>

Maximum of \$250,000 to be billed in City Fiscal Year 2017 – 2018. Remainder will be billed in City Fiscal Year 2018 – 2019 and 2019 – 2020.



Council Agenda Item

Item 4
C Sec Use Only

Budget Account Code:	Meeting Date: September 5, 2017
Budgeted Amount:	Department/ Requestor: Finance
Fund Balance- before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: August 31, 2017
Exhibits:	1. Proposed Ordinance 2. Proposed 2017 Tax Rate

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 752, ADOPTING THE 2017 TAX RATE. [MARSHALL]

SUMMARY

Public hearings were held on August 15 and August 29, 2017, as required by law. Vote on tax rate ordinance must be a record vote. Municipality cannot impose property tax until tax rate is adopted.

City of Parker 2017 Tax Rate

	Year 2016	Year 2017
M & O	0.299719	0.305602
I & S	0.066265	0.060382
Total	0.365984	0.365984
Difference	0	

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Johnna Boyd</i>	<i>JB</i>	Date: 08/31/2017
City Attorney:			Date:
City Administrator:	<i>Jeff Flanigan</i>	<i>JF</i>	Date: 09/01/2017

ORDINANCE NO. 752
(Adopting a Tax Rate for 2017)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS LEVYING THE AD VALOREM TAXES FOR THE YEAR 2016 (FISCAL YEAR 2016-2017) AT A RATE OF \$0.365984 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER AS OF JANUARY 1, 2017, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF PARKER; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. There be and is hereby levied for the year 2017 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Parker, and not exempt by the Constitution of the State and valid State laws, a tax of **\$0.365984** on each One Hundred Dollars (\$100) assessed valuation of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Parker, a tax of **0.305602** on each One Hundred Dollars (\$100) assessed value on all taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Parker, not otherwise provided for, a tax of **0.060382** on each One Hundred Dollars (\$100) assessed value of taxable property within the City of Parker, and shall be applied to the payment of interest and maturities of all such outstanding debt.
- (c) **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.20 % PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.88.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2017, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2018. There shall be no discount for payment of taxes prior to February 1, 2018. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six per cent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2018 incurs a total penalty of twelve per cent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2017 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2017 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2017 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. Taxes are payable at the Collin County Tax Office. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. All ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. 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 thereof decided to be unconstitutional, illegal or invalid.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 5th day of September, 2017; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Z Marshall, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PARKER

A tax rate of \$0.365984 per \$100 valuation has been proposed for adoption by the governing body of City of Parker. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Parker proposes to use revenue attributable to the tax rate increase for the purpose of funding maintenance and operations expenditures.

PROPOSED TAX RATE	\$0.365984 per \$100
PRECEDING YEAR'S TAX RATE	\$0.365984 per \$100
EFFECTIVE TAX RATE	\$0.348108 per \$100
ROLLBACK TAX RATE	\$0.368268 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Parker from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that City of Parker may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES
CAN BE CALCULATED AS FOLLOWS:**

$$\text{property tax amount} = \\ (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun
Tax Assessor-Collector
2300 Bloomdale Road
McKinney, TX 75071
972-547-5020
kmaun@collincountytx.gov
www.parkertexas.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 15, 2017 at 7:00 pm at City of Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.

Second Hearing: August 29, 2017 at 7:00 pm at City of Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.



Council Agenda Item

Item 5
C Sec Use Only

Budget Account Code:		Meeting Date: September 5, 2017
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: Finance/HR Manager Boyd
Estimated Cost:		Date Prepared: August 31, 2017
Exhibits:	<ul style="list-style-type: none">1. Proposed Ordinance2. City of Parker Fiscal Year 2017-2018 Budget Cover Page3. Proposed Budget – FY 2017 / 2018	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 753,
ADOPTING THE 2017-2018 BUDGET. [MARSHALL]

SUMMARY

Public hearings were held as required. Please find attached exhibit (s) for the FY 2017-2018 Budget.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Johnna Boyd</i>	<i>JB</i>	Date: 08/31/2017
City Attorney:			Date:
City Administrator:	<i>Jeff Flanigan</i>	<i>JF</i>	Date: 09/01/2017

ORDINANCE NO. 753
(Adopting FY 2017-2018 Budget)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by law, the Mayor has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and

WHEREAS, the City Council has received the Mayor's proposed budget, a copy of which and all supporting schedules have been filed with the City Secretary of the City of Parker, Texas; and

WHEREAS, the City Council has conducted the necessary public hearings as required by law;

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Parker, Texas, said budget being in the amount of \$11,264,329, providing a complete financial plan for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as submitted to the City Council by the Mayor, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of Parker, Texas for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

SECTION 2. The sum of \$11,264,329 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2017, and ending September 30, 2018 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by state law or a duly enacted ordinance of the City of Parker, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2016-2017 are hereby ratified, and the budget Ordinance for fiscal year 2016-2017, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 5. Specific authority is given to the Mayor, conditioned as set forth below, to make the following adjustments:

1. With the concurrence of the Investment Committee, the transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. With the approval of a majority of the City Council, transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.

SECTION 6. All notices and public hearings required by law have been duly completed.

SECTION 7. All provisions of the Ordinances 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. Should any word, 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.

SECTION 9. This Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 5th day of September, 2017; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Z Marshall, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

City of Parker

Fiscal Year 2017–2018

Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$232,554, which is an 8.22 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$114,313.

The members of the governing body voted on the budget as follows:

FOR:

Waiting on Vote

Councilmember(s):

Scott Levine, Cindy Meyer, Lee Pettle, Cleburne Raney, Ed Standridge

AGAINST:

Waiting on Vote

Councilmember(s):

Scott Levine, Cindy Meyer, Lee Pettle, Cleburne Raney, Ed Standridge

PRESENT and not voting: Mayor Z Marshall

ABSENT: None

Property Tax Rate Comparison

Property Tax Rate:

	2017–2018	2016–2017
Property Tax Rate:	0.365984/100	\$0.365984/100
Effective Tax Rate:	0.348108/100	\$0.325429/100
Effective Maintenance & Operations Tax Rate:	0.285080/100	\$0.252541/100
Rollback Tax Rate:	0.368268/100	\$0.339009/100
Debt Rate:	0.060382/100	\$0.066265/100

Effective Maintenance & Operations Tax Rate:

Rollback Tax Rate:

Debt Rate:

Total debt obligation for City of Parker secured by property taxes: \$505,332

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017		2017 / 2018		2017 / 2018 Proposed Budget
			Proposed Budget (before adj)	Adjustments	2017 / 2018	2017 / 2018 Proposed Budget	
REVENUES							
1-10-4100	Current year taxes - M & O	2,300,103		2,557,523			2,557,523
3-90-4101	Current year taxes - I & S	508,538		505,332			505,332
1-10-4120	Delinquent taxes - M & O	35,000		40,000			40,000
3-90-4121	Delinquent taxes - I & S	10,000		11,000			11,000
1-10-4125	Penalties & Interest - M & O	14,000		14,000			14,000
3-90-4125	Penalties & Interest - I & S	4,000		4,000			4,000
1-10-4130	Building Permits	385,000		525,000			525,000
1-10-4135	Development Fees	50,000		20,000			20,000
1-10-4140	Franchise and Use Fees	250,000		250,000			250,000
1-10-4150	Special Use Permits	1,300		1,300			1,300
1-10-4160	Filing Fees	1,000		1,000			1,000
1-10-4170	Fines	200,000		200,000			200,000
1-10-4172	Parkerfest Revenue	1,000		0			0
1-10-4174	Donated Dollars	2,500		8,150			8,150
1-10-4190	Other Income	22,000		22,000			22,000
1-10-4192	State of TX Training for Police	1,036		1,150			1,150
1-10-4220	Sales Tax Collected	150,000		150,000			150,000
1-10-4225	Mixed Beverage Tax	6,200		6,200			6,200
1-10-4400	Alarm Registrations	13,000		13,000			13,000
1-10-4500	Interest Income	25,000		30,000			30,000
Sub-Total - Revenue		3,979,677		4,359,655	0	4,359,655	
Fund Balance Transfers							
1-10-4866	Security Fund	5,000		2,000			2,000
1-10-4868	Bond Funds	1,433,035		658,000			658,000
1-10-4868	Capital Improvement Acct	539,073		0			0
1-10-4872	Technology Fund	5,500		5,000			5,000
1-10-4873	Reserves	466,433		280,000	(53,826)		226,174
Sub-Total - Transfers		2,449,041		945,000	(53,826)	891,174	
Grand Total All Sources		6,428,718		5,304,655	(53,826)	5,250,829	

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj's)	Adjustments	Proposed Budget	
ADMINISTRATION						
1-10-6000	Office Supplies	5,500	5,500			5,500
1-10-6010	Postage	7,500	6,000			6,000
1-10-6015	Printing	4,000	3,500			3,500
1-10-6016	Printing Projects	1,000	1,000			1,000
1-10-6020	Computer Equip & Software	14,000	24,350			24,350
1-10-6025	Website Maintenance	17,149	6,100			6,100
1-10-6030	Copy Machine Lease	1,700	1,450			1,450
1-10-6035	Office Equipment	3,500	1,500			1,500
1-10-6040	Newsletter Expense	4,000	2,500			2,500
1-10-6045	Memberships, Dues & Subscript	3,250	3,000			3,000
1-10-6050	Data Processing Tax Stmtns	1,500	1,600			1,600
1-10-6055	Central Appraisal District	19,000	20,000			20,000
1-10-6060	Election Expense	15,000	15,000			15,000
1-10-6065	Legal Notice Advertisement	25,000	25,000			25,000
1-10-6070	County Filing Fees	1,500	1,500			1,500
1-10-6086	Economic Development	250,000	145,000	(39,618)		105,382
1-10-6090	Council/Boards - Food & Supp	2,500	2,500			2,500
1-10-6095	City Council Contingency	250,000	150,000	(14,550)		135,450
1-10-6875	Records Management	3,000	3,000			3,000
1-10-6920	Contingency - Admin	10,000	10,000			10,000
1-10-6930	Other Expense	5,507	6,010			6,010
1-10-7300	Auditor Fees	8,000	10,000			10,000
1-10-7400	Legal Fees	100,000	100,000			100,000
1-10-7600	Technology Support	15,500	15,500			15,500
1-10-7700	Codification Services	3,000	3,000			3,000
1-10-7900	Staff Training & Education	8,000	8,000			8,000
1-10-7905	Training (P&Z and Council)	8,000	8,000			8,000
1-10-8000	Salaries & Wages	204,370	209,954			209,954
1-10-8100	Overtime Wages	2,000	2,000			2,000
1-10-8200	TMRS Benefits	25,626	27,741			27,741
1-10-8250	Workers' Compensation	750	1,000			1,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017	Approved Budget	Proposed Budget (before adj's)	Adjustments	2017 / 2018
1-10-8300	Employers Matching Medicare		3,065	3,146		3,146
1-10-8400	Health Insurance		30,600	33,300		33,300
1-10-8401	Health Insurance-Retirees		4,500	4,500		4,500
1-10-8600	Contingency-Personnel		5,000	5,000		5,000
Total Administration		1,063,017	865,651	(54,168)		811,483

City of Parker - General Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj)	Adjustments	Proposed Budget	
POLICE DEPARTMENT						
1-20-6000	Office Equipment & Supplies	4,000	4,000			4,000
1-20-6010	Printing	5,150	5,150			5,150
1-20-6020	Computer Equip & Software	5,500	5,500			5,500
1-20-6045	Memberships, Dues & Subscript	6,500	6,500			6,500
1-20-6100	Communications	10,000	10,000			10,000
1-20-6200	Vehicle Fuel, Oil, Wash, Track	27,300	27,300			27,300
1-20-6340	Utilities	7,200	7,200			7,200
1-20-6410	Vehicle Repairs & Maintenance	20,000	20,000			20,000
1-20-6420	Camera & In-Car Video	5,000	5,000			5,000
1-20-6430	Departmental Equipment	12,000	12,000			12,000
1-20-6435	Electronic Repairs & Radios	2,000	2,000			2,000
1-20-6440	Crime Scene Equip & Supplies	1,000	1,000			1,000
1-20-6445	Crime Prevention	2,000	2,000			2,000
1-20-6450	Dispatch Services	35,000	28,598			28,598
1-20-6455	Inmate Boarding	3,000	3,000			3,000
1-20-6460	Uniforms & Equipment	8,800	8,800			8,800
1-20-6465	Animal Control	6,000	6,000			6,000
1-20-6470	Child Abuse Task Force	2,750	2,750			2,750
1-20-6475	Radio Equipment	5,000	5,000			5,000
1-20-6485	Ammunition	3,500	3,500			3,500
1-20-6495	New Patrol Unit	0	50,000			50,000
1-20-6878	Tuition Reimbursement	1,500	1,500			1,500
1-20-6881	Training (State Funded)	1,872	1,872			1,872
1-20-6883	Employment Evaluations	3,000	3,000			3,000
1-20-6885	Donated Dollars	2,744	8,150			8,150
TBD	ICS Records Management Sys	0	129,484			129,484
TBD	Replace Mobile Cameras/Body	0	0			0
TBD	Video/Data Storage	0	0			0
TBD	One New Officer	0	81,496			81,496
1-20-6920	Contingency Expense	5,000	5,000			5,000
1-20-7800	Insurance - Liability	8,500	10,000			10,000
1-20-7900	Training & Education	10,000	10,000			10,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj's)	Adjustments	Proposed Budget	
1-20-8000	Salaries & Wages	594,882	613,484		613,484	
1-20-8100	Overtime Wages	15,000	15,000		15,000	
1-20-8200	TMRS Benefits	74,219	81,006		81,006	
1-20-8250	Workers' Compensation	12,000	17,000		17,000	
1-20-8300	Employers Matching Medicare	8,843	9,157		9,157	
1-20-8400	Health Insurance	102,000	111,000		111,000	
1-20-8600	Personnel Contingency	3,000	3,000		3,000	
Total Police Department		1,014,260	1,315,447	0	1,315,447	

City of Parker - General Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj)	Adjustments	Proposed Budget	
MUNICIPAL COURT						
1-30-6000	Office Supplies	1,000	1,000		1,000	1,000
1-30-6020	Court Technology Fund	5,500	5,000		5,000	5,000
1-30-6080	Court Security Fund	5,000	2,000		2,000	2,000
1-30-6510	Court Refunds & Jury Costs	2,000	2,000		2,000	2,000
1-30-6520	State Court Costs	95,000	75,000		75,000	75,000
1-30-6545	Court Food & Supplies	225	225		225	225
1-30-7100	Judge Fees	6,420	6,420		6,420	6,420
1-30-7111	Prosecuting Attorney Fees	6,000	6,000		6,000	6,000
1-30-7900	Training & Education	1,200	1,200		1,200	1,200
1-30-8000	Salaries & Wages	54,482	55,844		55,844	55,844
1-30-8200	TMRS Benefits	6,652	7,188		7,188	7,188
1-30-8250	Workers' Compensation	160	200		200	200
1-30-8300	Employers Matching Medicare	790	810		810	810
1-30-8400	Health Insurance	10,200	11,100		11,100	11,100
Total Municipal Court		194,629	173,987	0	173,987	

City of Parker - General Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj.)	Adjustments	Proposed Budget	
FIRE DEPARTMENT						
1-40-6000	Office Equipment & Supplies	1,000	1,000			1,000
1-40-6010	Printing & Postage	300	300			300
1-40-6045	Memberships, Dues & Subscript	4,000	4,000			4,000
1-40-6100	Communications	2,000	2,000			2,000
1-40-6200	Vehicle Operations & Maint	18,000	18,000			18,000
1-40-6300	Medical Director	2,500	3,000			3,000
1-40-6305	Fire Marshall Expense	500	500			500
1-40-6310	Medical Transport	25,000	18,000			18,000
1-40-6315	Med Supplies (Consumables)	3,750	4,000			4,000
1-40-6320	Dispatch Services	33,400	34,000			34,000
1-40-6325	Reimbursement Per Call	10,000	10,000			10,000
1-40-6327	Stipend Pay	18,100	21,300	14,550		35,850
1-40-6335	Durable Medical Equipment	1,500	1,500			1,500
1-40-6340	Utilities	12,000	12,000			12,000
1-40-6345	Fire Suppression & Hazmat	1,000	1,000			1,000
1-40-6350	Equipment & Electronic Repairs	15,000	15,000			15,000
1-40-6360	Uniforms & Equipment	5,000	6,000			6,000
1-40-6365	Replacement Gear	5,000	8,000			8,000
1-40-6370	Software Licensing Fees	4,500	4,500			4,500
1-40-6375	Physicals & Drug Screens	1,000	1,000			1,000
1-40-6380	Building Maint & Upgrades	2,000	2,000			2,000
1-40-6395	Radio & Air Tank Replacement	10,000	10,000			10,000
1-40-7800	Insurance - Liability	7,000	8,400			8,400
1-40-7810	Workers' Compensation	4,000	10,885			10,885
1-40-7820	Insurance - AD&D	6,500	7,000			7,000
1-40-7900	Training & Education	10,000	10,000			10,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
				Proposed Budget (before adj)	Adjustments	Proposed Budget
TBD	Phase 2 radio upgrade/repl	0	150,000			150,000
1-40-7305	Consulting Services	0	0	0		0
1-40-8000	Salaries & Wages	147,165	150,000			150,000
1-40-8200	TWC Benefits	2,726	2,898			2,898
1-40-8300	Employers Matching Medicare	11,260	11,475			11,475
Total Fire Department		364,201	527,758	14,550	542,308	

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj's)	Adjustments	Proposed Budget	
BUILDING & CODE						
1-50-6020	Computer Equip & Software	500	500	500	500	500
1-50-6045	Memberships, Dues & Subscript	350	500	500	500	500
1-50-6100	Communications	750	750	750	750	750
1-50-6200	Vehicle Fuel, Oil, Wash, Track	6,500	6,500	6,500	6,500	6,500
1-50-6910	Miscellaneous Supplies	500	750	750	750	750
1-50-6940	Uniforms	300	300	300	300	300
1-50-7800	Insurance - Liability	450	550	550	550	550
1-50-7900	Training & Education	1,500	1,500	1,500	1,500	1,500
1-50-7900	New Truck	0	0	0	0	0
1-50-8000	Salaries & Wages	96,439	98,963	98,963	98,963	98,963
1-50-8200	TMRS Benefits	11,719	12,681	12,681	12,681	12,681
1-50-8250	Workers' Compensation	475	600	600	600	600
1-50-8300	Employers Matching Medicare	1,399	1,435	1,435	1,435	1,435
1-50-8400	Health Insurance	15,300	16,650	16,650	16,650	16,650
Total Building & Code		136,182	141,679	141,679	141,679	141,679

City of Parker - General Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj's)	Adjustments	Proposed Budget	
PUBLIC WORKS						
1-60-6340	Utilities	325	325			325
1-60-6610	Street Maintenance & Repairs	300,000	440,000			440,000
1-60-6630	Median Expense	75,500	80,000			80,000
1-60-6640	Drainage Expense	400,000	175,000			175,000
1-60-6650	Public Safety & Signage	18,000	18,000			18,000
1-60-6660	Tools & Equipment	5,000	5,000			5,000
1-60-6670	Vehicle & Tractor Expense	10,000	10,000			10,000
1-60-6675	Mower & Fuel	5,000	5,000			5,000
1-60-6830	Park Improvements	500	500			500
1-60-6840	Park Maintenance	2,400	2,400			2,400
1-60-6850	Parkerfest	2,000	0			0
1-60-6860	Scouting Projects	1,000	1,000			1,000
1-60-7200	Engineering Fees	100,000	50,000			50,000
1-60-7210	Living Legacy Tree Program	2,000	2,000			2,000
1-60-7800	Insurance - Liability	1,200	1,450			1,450
1-60-8000	Salaries & Wages	94,537	96,996			96,996
1-60-8200	TMRS Benefits	11,649	12,591			12,591
1-60-8250	Workers' Compensation	1,600	1,950			1,950
1-60-8300	Employers Matching Medicare	1,371	1,406			1,406
1-60-8400	Health Insurance	22,950	24,975			24,975
Total Public Works		1,055,032	928,593			928,593

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj.)	Adjustments	Proposed Budget	
CITY PROPERTY						
1-65-6100	Communications		5,500	6,000		6,000
1-65-6340	Utilities		13,000	14,000	1,000	15,000
1-65-6710	Maintenance & Operations		40,000	40,000		40,000
1-65-6715	Rent - Modular Building		30,000	30,000		30,000
1-65-6720	Improvements		24,000	24,000	(1,000)	23,000
1-65-7800	Insurance - Liability		8,250	10,000		10,000
Total City Property			120,750	124,000	0	124,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	Proposed Budget (before adj.)	Adjustments	Proposed Budget
CAPITAL IMPROVEMENTS					
5-92-6910	County Funds - Streets	539,073	0		0
5-92-6910	Street Improvement Projects	1,433,035	658,000		658,000
1-85-TBD	Architect Costs - Building	0	50,000		50,000
	Total Capital Improvements	1,972,108	708,000	0	708,000

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	Approved Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Approved Budget (before adj.)	Proposed Budget (before adj.)	Adjustments	Proposed Budget
DEBT SERVICE						
3-90-9020	2011 Refunding Bonds		264,901	264,661		264,661
3-90-9021	2015 C/O - Streets		166,752	163,826		163,826
3-90-9023	2010 Refunding Bonds		76,885	76,844		76,844
	Total Debt Service		508,538	505,332		505,332

2017 / 2018		
Debt Service	505,332	
Taxable Value	836,882,187	
Debt Service Tax Rate	0.060383	

City of Parker - General Fund
PROPOSED BUDGET
FY 2017 / 2018

Acct #	DESCRIPTION	2016 / 2017	Approved Budget	Proposed Budget (before adj.)	Adjustments	2017 / 2018	Proposed Budget
BUDGET SUMMARY							
Revenues		3,979,677		4,359,655		0	4,359,655
Transfers		2,449,041		945,000		(53,826)	891,174
Grand Total All Sources		6,428,718		5,304,655		(53,826)	5,250,829
Expenses by Department							
Administration		1,063,017		865,651		(54,168)	811,483
Police Department		1,014,260		1,315,447		0	1,315,447
Municipal Court		194,629		173,987		0	173,987
Fire Department		364,201		527,758		14,550	542,308
Building & Code		136,182		141,679		0	141,679
Public Works		1,055,032		928,593		0	928,593
City Property		120,750		124,000		0	124,000
Capital Improvements		1,972,108		708,000		0	708,000
Debt Service		508,538		505,332		0	505,332
Total All Departments		6,428,718		5,290,447		(39,618)	5,250,829

2017 Taxable Values	RATE	836,882,187	Certified	0
M & O Revenue	0.305601	2,557,523		
I & S Revenue	0.060383	505,332		
Other Revenue		2,187,974	One Cent =	83,688
		5,250,829		
Combined Rate	0.365984			

City of Parker - Proprietary Fund
PROPOSED BUDGET
 FY 2017 / 2018

Acct #	DESCRIPTION	Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj.)	Adjustments	Proposed Budget	
REVENUES						
2-70-4010	Water Sales		2,663,164	2,700,000		2,700,000
2-70-4020	Meter Installation Fees	110,000	150,000			150,000
2-70-4030	Water Late Charges	20,000	20,000			20,000
	Water Impact Fees	0	295,500			295,500
2-70-4040	Other Income & Interest	70,000	70,000			70,000
2-75-4060	Sewer Revenue	246,750	248,000			248,000
2-80-4800	Sanitation Revenue	325,000	330,000			330,000
Sub-Total - Revenue		3,434,914	3,813,500			3,813,500
Fund Balance Transfers						
2-70-4865	Capital Improvement Account	150,000	500,000			500,000
2-70-4866	TX Dot Revenue	1,700,000	1,700,000			1,700,000
Sub-Total - Transfers		1,850,000	2,200,000	0		2,200,000
Grand Total All Sources		5,284,914	6,013,500	0		6,013,500

City of Parker - Proprietary Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Budget	Proposed Budget (before adjis)	Adjustments	Proposed Budget
WATER DEPARTMENT					
2-70-5700	Cost - North Texas Water	1,346,808	1,515,341		1,515,341
2-70-5720	Utilities - Water Distribution	45,000	45,000		45,000
2-70-5740	Water Repairs & Maintenance	85,000	100,153	(1,750)	98,403
2-70-5760	Equipment & Tools	3,000	6,000		6,000
2-70-5770	Vehicle Operation & Maintenance	15,000	15,000		15,000
2-70-6000	Office Supplies	3,000	3,000		3,000
2-70-6010	Printing & Postage	18,000	18,000		18,000
2-70-6020	Computer Equip & Software	4,000	72,500		72,500
2-70-6100	Communications	5,000	5,000	1,750	6,750
2-70-6680	Vehicle Purchase	35,000	0		0
2-70-6920	Contingency	20,000	30,000		30,000
2-70-7200	Engineering Fees	225,000	255,000		255,000
2-70-7300	Auditor Fees	8,000	10,000		10,000
2-70-7400	Legal Fees	30,000	30,000		30,000
2-70-7800	Insurance - Liability	17,500	19,600		19,600
2-70-7900	Training & Education	3,500	3,500		3,500
2-70-8000	Salaries & Wages	255,850	261,235		261,235
2-70-8100	Overtime Wages	4,000	4,000		4,000
2-70-8200	TMRS Benefits	32,342	34,534		34,534
2-70-8250	Workers Compensation	4,500	5,250		5,250
2-70-8300	Employers Matching Medicare	3,846	3,890		3,890
2-70-8400	Health Insurance	48,450	52,725		52,725
2-70-8600	Personnel Contingency	3,000	3,000		3,000
2-70-9500	Water System Improvements	450,000	850,000		850,000
2-70-9510	Move Water Line - Tx Dot	1,700,000	1,700,000		1,700,000
Total Water Department		4,365,796	5,042,728	0	5,042,728

City of Parker - Proprietary Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj)	Adjustments	Proposed Budget	
SEWER DEPARTMENT						
2-75-5730	Sewer Operating Expense		215,000	264,000		264,000
2-75-5740	Sewer Repairs & Maintenance		16,000	16,000		16,000
2-75-5770	Vehicle Operation & Maintenance		500	500		500
2-75-7800	Insurance - Liability		450	540		540
2-75-8000	Salaries & Wages		9,729	10,546		10,546
2-75-8200	TMRS Benefits		1,069	1,360		1,360
2-75-8250	Workers Compensation		300	360		360
2-75-8300	Employers Matching Medicare		126	156		156
2-75-8400	Health Insurance		2,550	2,775		2,775
Total Sewer Department			245,724	296,237	0	296,237

City of Parker - Proprietary Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj.)	Adjustments	Proposed Budget	
SANITATION DEPARTMENT						
2-80-5800	Garbage Collection Services	300,000	300,000			300,000
2-80-8000	Salaries & Wages	9,729	10,546			10,546
2-80-8200	TMRS Benefits	1,069	1,360			1,360
2-80-8250	Workers Compensation	300	360			360
2-80-8300	Employers Matching Medicare	126	156			156
2-80-8400	Health Insurance	2,550	2,775			2,775
Total Sanitation Department		313,774	315,197			315,197

City of Parker - Proprietary Fund
PROPOSED BUDGET

FY 2017 / 2018

Acct #	DESCRIPTION	Budget	2016 / 2017	2017 / 2018	2017 / 2018	2017 / 2018
			Proposed Budget (before adj.)	Adjustments	Proposed Budget	
DEBT SERVICE						
2-90-9010	Paying Agent Fees		1,500	1,500		1,500
2-90-9021	2011 Refunding Bonds	247,480		247,257		247,257
2-90-9023	2010 Refunding Bonds	110,640		110,581		110,581
Total Debt Service		359,620	359,338	0	359,338	

BUDGET SUMMARY						
Revenues	3,434,914		3,813,500	0	3,813,500	
Transfers	1,850,000		2,200,000	0	2,200,000	
Grand Total All Sources	5,284,914		6,013,500	0	6,013,500	
Expenses by Department						
Water Department	4,365,796		5,042,728	0	5,042,728	
Sewer Department	245,724		296,237	0	296,237	
Sanitation Department	313,774		315,197	0	315,197	
Debt Service	359,620		359,338	0	359,338	
Total All Departments	5,284,914		6,013,500	0	6,013,500	

0



Council Agenda Item

Item 6
C Sec Use Only

Budget Account Code:	1-10-7300 - \$10,000 2-70-7308 - \$10,000	Meeting Date: September 5, 2017
Budgeted Amount:	\$20,000	Department/ Requestor: City Council
Fund Balance- before expenditure:	\$0	Prepared by: Finance/HR Manager Boyd
Estimated Cost:	\$20,000	Date Prepared: August 31, 2017
Exhibits:	1. Proposed Resolution 2. BrooksWatson & Company, PLLC, Engagement Letter, dated August 30, 2017	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2017-550 APPOINTING AN AUDITOR AND ENTERING INTO A SERVICE AGREEMENT WITH SAID AUDITOR FOR 2016-2017 AUDIT. [BOYD]

SUMMARY

Please review the BrooksWatson & Company, PLLC, engagement letter, dated August 30, 2017, detailing their understanding of the services they plan to provide for the City of Parker for the fiscal year ending September 30, 2017.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Johanna Boyd</i>	<i>jb</i>	Date: 08/31/2017
City Attorney:			Date:
City Administrator:	<i>Jeff Flanigan</i>		Date: 09/01/217

RESOLUTION NO. 2017-550

2017 Auditor Selection

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT AGREEMENT BETWEEN THE CITY OF PARKER AND BROOKSWATSON & COMPANY, PLLC, PROVIDING AUDITING SERVICES TO THE CITY OF PARKER; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker has been presented with an Engagement Agreement for Auditing Services, Attached as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City of Parker finds that the terms and conditions thereof are in the best interests of the City and should be approved;

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

SECTION 1. The terms and conditions of the Agreement for Auditing Services performed by BrooksWatson & Company, PLLC are approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such as declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas and effective on this the 5th day of September, 2017.

APPROVED:
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A
ENGAGEMENT AGREEMENT
(Attached hereto)

Proposed



8/30/2017

City of Parker, Texas
5700 E. Parker Rd.
Parker, TX 75002

Dear Mayor Z Marshall:

The following represents our understanding of the services we will provide the City of Parker, Texas.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Parker, Texas, as of September 30, 2017, and for the year then ended and the related notes, which collectively comprise City of Parker, Texas's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) GASB 68 Pension Disclosures
- 2) General Fund Budget to Actual Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Parker, Texas's compliance

with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, such as preparation of the financial statements, the City of Parker, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Reporting

We will issue a written report upon completion of our audit of City of Parker, Texas's basic financial statements. Our report will be addressed to the governing body of City of Parker, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	November	November
Mail confirmations	October	October
Perform year-end audit procedures	November	November
Issue audit report		January

Jon Watson is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson, & Co., PLLC, Texas's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$15,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Parker, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to city council members the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson, & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson, & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to said regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



BrooksWatson & Co., PLLC
13950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

City of Parker, Texas

Acknowledged and agreed on behalf of City of Parker, Texas

By: _____

Mayor

Date: _____

By: _____

City Administrator

Date: _____

CITY COUNCIL
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
2017			
TBD	2017 City Fee Schedule	Flanigan	2015-16 Approved 2/29; added 2016-17 to FAI 2016 1018
Jan., Apr., July, Oct,	Republic Waste Report	Bernas	REQUIRED PER ORDINANCE AND AGREEMENT.
Jan., Apr., July-, Oct,	Fire Dept. Report	Sheff/Barnaby	
September 19, 2017	Architect Interviews - 5-6 pm; 7-8 pm	Flanigan	
September 19, 2017	Republic Services - Hazardous Household Waste Update	Bernas	HHW - Saturday, Oct. 28, 2017
September 19, 2017	Republic Services- Bulk Trash	Bernas	
September 19, 2017	Republic Services- Requesting Rate Increase	Bernas	
September	Home Rule Charter Com. Criteria	Levine/Shelby	2017 0/15 CCMtg
September	Sewer Rates	Boyd	Added 2017 0810
Oct-Dec	Planning Session		Possible CC Stipend/Compensation topic
Oct.	Bid Process	Shelby	2017 0718 CCMtg
Oct.	Inv. Policy Review	Boyd/Marshall	CAJF 20170511
Oct. 1, 2017	Reminder - Water Rate Inc. 10/1/2016-2020		
October 17, 2017	P&Z and ZBA Appts. by 11/30	C'Sec	1115Res 2016-528(P&Z); 1115Res2016-529(ZBA)