



## AGENDA

### CITY COUNCIL MEETING

**JUNE 18, 2019 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, June 18, 2019 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

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

#### **PLEDGE OF ALLEGIANCE**

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

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

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

#### **ITEMS OF COMMUNITY INTEREST**

- FRIDAY, JULY 5, 2019, CITY OFFICES WILL BE CLOSED
- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 1, 2019, 6:00 P.M. – 9:00 P.M.
- PROJECTED 2019 TAX RATE PLANNING CALENDAR

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

1. APPROVAL OF MEETING MINUTES FOR MAY 14, 2019. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR MAY 21, 2019. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR JUNE 4, 2019. [SCOTT GREY]
4. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2019-603, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER, TEXAS, AND THE CITIES OF PLANO AND ALLEN, TEXAS, FOR COMMUNICATION SERVICES. [BROOKS] [TABLED – 05212019]

## INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2019-607, AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 8 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC. [SHELBY]
7. DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 775, UPDATING ORDINANCE NO. 459, SPECIFICALLY EXCLUDING/INCLUDING GROUPS (SOLICITORS AND PEDDLERS REGULATIONS). [SHELBY]
8. DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 776, UPDATING ORDINANCE NO. 358, SPECIFICALLY ADDRESSING FALSE/POWER FAILURE ALARMS (FIRE AND POLICE ALARM SYSTEMS REGULATIONS). [SHELBY]
9. DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 777, UPDATING ORDINANCE NO. 725, SPECIFICALLY ADDRESSING BRUSH (STORAGE, COLLECTION AND DISPOSAL OF BRUSH AND BULKY ITEMS OF SOLID WASTE REGULATIONS). [SHELBY]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 766, REINSTITUTING THE PARKER PARKS AND RECREATION COMMISSION. [PETTLE/OLSON/SHELBY] [TABLED – 10082018]

## ROUTINE ITEMS

### 11. FUTURE AGENDA ITEMS

#### UPDATE(S):

- TRANSPORTATION UPDATE

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

12. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
  - b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation
  - c. Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly conflicts with this chapter (Open Meetings Act)
13. RECONVENE REGULAR MEETING.

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

15. 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 June 14, 2019 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

---

Date Notice Removed

---

Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Item 1  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 30, 2019
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MAY 14, 2019. [SCOTT GREY]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/13/2019
City Attorney:		Date:	
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**MINUTES**  
**CITY COUNCIL MEETING**

**MAY 14, 2019**

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

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

Mayor Lee Pettle called the meeting to order at 7:00 p.m. Councilmembers Cindy Meyer (re-elected), Cleburne Raney, Ed Standridge (re-elected) and Patrick Taylor were present. Councilmember Edwin Smith was absent.

Newly elected Councilmember Diana M. Abraham, Psy.D was also present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage, City Attorney Brandon Shelby, Police Chief Richard Brooks and Public Works Director Gary Machado

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Billy Barron led the pledge.

TEXAS PLEDGE: Z Marshall led the pledge.

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

None

**INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION OF RESOLUTION NO. 2019-601 CANVASSING THE ELECTION RETURNS AND DECLARATION OF RESULTS OF AN ELECTION HELD IN THE CITY OF PARKER, TEXAS ON MAY 4, 2019. [SCOTT GREY]

The election was held on May 4, 2019 to elect three (3) Councilmembers at large. The final certification document and official May 4, 2019 election results from Collin County Elections Administrator Bruce Sherbet were, as follows:

**FOR CITY COUNCIL:**

<b>Ed Standridge</b>	<b>317</b>
<b>Cindy Meyer</b>	<b>351</b>
<b>Diana Abraham</b>	<b>325</b>
Abraham George	290
Stephanie Casson	215

Cindy Meyer, Diana Abraham, and Ed Standridge received the highest number of votes of the five (5) candidates for the three contested offices of City Councilmember. Therefore, Cindy Meyer, Diana Abraham, and Ed Standridge are hereby each declared as elected as City Councilmembers to serve immediately after qualifying for

the two-year term commencing May 4, 2019. (See Exhibit 1 - Collin County Elections Administrator Bruce Sherbet's final certification document and official May 4, 2019 election results, dated May 10, 2019.)

MOTION: Councilmember Taylor moved to approve Resolution No. 2019-601. Councilmember Raney seconded with Councilmembers Meyer, Raney, Standridge, and Taylor voting for the motion. Motion carried 4-0.

2. PRESENTATION RECOGNIZING FORMER MAYOR PRO TEM CLEBURNE RANEY FOR HIS SERVICE FOR THE CITY OF PARKER. [PETTLE]

Mayor Pettie presented a plaque and read a proclamation, recognizing former Mayor Pro Tem/Councilmember Cleburne Raney for his many accomplishments and distinguished service to the City of Parker, Texas. The Mayor, City Council, City Staff, and audience applauded and expressed their appreciation.

3. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIALS COUNCILMEMBERS DIANA M. ABRAHAM, PSY.D, CINDY MEYER, AND ED STANDRIDGE. [PETTLE]

Mayor Pettie administered the Oath of Office to newly elected Councilmember Abraham and re-elected Councilmembers Meyer and Standridge. They took their respective seats at the bench.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-602, APPOINTING THE 2019-2020 MAYOR PRO TEM. [PETTLE]

MOTION: Councilmember Taylor moved to approve Resolution No. 2019-602, appointing Councilmember Ed Standridge to the position of Mayor Pro Tem. Councilmember Abraham seconded.

Councilmember Taylor asked Councilmember Standridge if he was willing to serve. Mr. Standridge said yes.

Councilmembers Abraham, Meyer, Standridge, and Taylor voting for the motion. Motion carried 4-0.

5. BREAK FOR A BRIEF RECEPTION FOR THE OUTGOING ELECTED OFFICIALS

Mayor Pettie stated there would be a reception, thanking outgoing elected official Mayor Pro Tem/Councilmember Cleburne Raney.

6. ADJOURN

Mayor Lee Pettie adjourned the meeting at 7:14 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

Approved on the 18th day  
of June, 2019.

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

STATE OF TEXAS

§

CANVASS OF THE  
CITY OF PARKER  
ELECTION

COUNTY OF COLLIN

§

MAY 4, 2019

I, Bruce Sherbet, the undersigned Elections Administrator of Collin County, do hereby certify that I have made an actual check and comparison of all the ballots tabulated as voted with the Return Sheets, and the unused ballots as recorded on the Register of Official Ballots. I, therefore, make the following report of my findings from the May 4, 2019, City of Parker Election that was held in Collin County, Texas.

I hereby certify the results to be a full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESS, my hand on this the 10th day of May 2019.



Bruce Sherbet  
Elections Administrator  
Collin County

Election Summary Report  
Collin County, Texas  
General and Special Elections  
May 4, 2019

Date:05/04/19  
Time:21:39:47  
Page:9 of 15

Summary For Jurisdiction Wide, All Counters, All Races  
Early Voting and Election Day Combined Accumulated Totals.  
47of 47 Vote Centers Reporting. Unofficial.

Registered Voters 573492 - Cards Cast 60680 10.58%

Num. Report Precinct 228 - Num. Reporting 228 100.00%

**Murphy Proposition A**

	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	1	
Times Counted	1279/12652	10.1 %
Total Votes	1173	
Times Over Voted	0	
Number Of Under Votes	106	
<b>For</b>	779	66.41%
<b>Against</b>	394	33.59%

**Plano Councilmember P1**

	Total	
Number of Precincts	63	
Precincts Reporting	63	100.0 %
Vote For	1	
Times Counted	21583/162393	13.3 %
Total Votes	20232	
Times Over Voted	0	
Number Of Under Votes	1351	
<b>Daniel Long</b>	7667	37.90%
<b>Maria Tu</b>	11046	54.60%
<b>Bill Lisle III</b>	1519	7.51%

**New Hope Alderman**

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	3	
Times Counted	148/497	29.8 %
Total Votes	393	
Times Over Voted	0	
Number Of Under Votes	51	
<b>Omar Nunez</b>	31	7.89%
<b>Luke Martincevic</b>	94	23.92%
<b>Kelly Hughes</b>	35	8.91%
<b>Carol King</b>	124	31.55%
<b>Terry Sanner</b>	109	27.74%

**Plano Councilmember P3**

	Total	
Number of Precincts	63	
Precincts Reporting	63	100.0 %
Vote For	1	
Times Counted	21583/162393	13.3 %
Total Votes	19802	
Times Over Voted	0	
Number Of Under Votes	1781	
<b>C. Aguilar-Epstein</b>	9199	46.45%
<b>Rick Grady</b>	10603	53.55%

**Parker Council At- Large**

	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	3	
Times Counted	622/3351	18.6 %
Total Votes	1498	
Times Over Voted	0	
Number Of Under Votes	368	
<b>Ed Standridge</b>	317	21.16%
<b>Cindy Meyer</b>	351	23.43%
<b>Diana Abraham</b>	325	21.70%
<b>Abraham George</b>	290	19.36%
<b>Stephanie Casson</b>	215	14.35%

**Plano Councilmember P5**

	Total	
Number of Precincts	63	
Precincts Reporting	63	100.0 %
Vote For	1	
Times Counted	21583/162393	13.3 %
Total Votes	19821	
Times Over Voted	1	
Number Of Under Votes	1761	
<b>B. Abraham Bradford</b>	1902	9.60%
<b>Ron Kelley</b>	9212	46.48%
<b>Shelby Williams</b>	8707	43.93%

**Plano Councilmember P7**

	Total	
Number of Precincts	63	
Precincts Reporting	63	100.0 %
Vote For	1	
Times Counted	21583/162393	13.3 %
Total Votes	20915	
Times Over Voted	2	
Number Of Under Votes	666	
<b>Lily Bao</b>	9906	47.36%
<b>Ann Bacchus</b>	7548	36.09%
<b>LaShon Ross</b>	3461	16.55%



## Council Agenda Item

Item 2  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 30, 2019
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MAY 21, 2019. [SCOTT GREY]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/13/2019
City Attorney:		Date:	
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**MINUTES**  
**CITY COUNCIL MEETING**

**MAY 21, 2019**

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

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

Mayor Lee Pettie called the meeting to order at 7:03 p.m. Councilmembers Diana M. Abraham, Psy.D., Cindy Meyer, Edwin Smith, Ed Standridge and Patrick Taylor were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage, City Attorney Brandon Shelby (arrived at 7:07 p.m.), City Engineer John Birkhoff, P.E., Fire Chief Mike Sheff, Police Chief Richard Brooks, and Public Works Director Gary Machado,

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: John Griego led the pledge.

TEXAS PLEDGE: Trudy Jackson led the pledge.

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

Billy Barron, 6707 Overbrook Drive, said he lived in Plano, Texas, for twenty years and recalled he had reliable electric service through Oncor Electric. Mr. Barron then commented over the past weekend, he and his neighbors were without power for some five (5) hours one day and there were several power outages over the next few days. He asked that the City do what it can to encourage Oncor to improve services. Mr. Barron also said he would like the City's Noise Ordinance revisited. He said he would like to see a Citizen Noise Committee formed to review the Noise Ordinance further.

John Griego, 6601 Poco Drive, thanked Mayor Lee Pettie and Councilmembers Cindy Meyer and Diana Abraham for coming to his and his wife, Jennifer Hollin's, home Saturday during the storms to check on his wife's safety. Mr. Griego said the City has had 100-year rain events the last four (4) years and he would like help and/or direction on drainage issues, affecting his home/neighborhood. He said members of the City's Drainage Committee did come out, but they did not find problems at that time. Mr. Griego said he is not sure whose problem it is, but his neighborhood is underwater during these events.

Mayor Pettie read Andy Redmond's email into the record. Mr. Redmond, 7275 Moss Ridge Road, voiced concern regarding Resolution No. 2019-605, authorizing a Republic Services rate adjustment. (See Exhibit 1 – Andy Redmond's email, dated May 21, 2019.)

**PROCLAMATION(S)**

Mayor Lee Pettie presented a proclamation, recognizing May 2019 as "Motorcycle Safety and Awareness Month" in Parker, Texas.

Mayor Lee Pettle presented a proclamation, recognizing May 2019 as “Asian American Heritage Month” in Parker, Texas.

## **ITEMS OF COMMUNITY INTEREST**

- MONDAY, JUNE 10, 2019, 7:00 PM, HOME RULE CHARTER COMMISSION (HRCC) MEETING
- PROJECTED 2019 TAX RATE PLANNING CALENDAR

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

1. APPROVAL OF MEETING MINUTES FOR APRIL 2, 2019. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR APRIL 9, 2019. [SCOTT GREY]
3. INVESTMENT QUARTERLY REPORT. [SAVAGE]
4. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2019-603, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER, TEXAS, AND THE CITIES OF PLANO AND ALLEN, TEXAS, FOR COMMUNICATION SERVICES. [BROOKS]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-604, DENYING ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR DISTRIBUTION COST RECOVERY FACTOR (DCRF). [SHELBY]

Councilmember Taylor stated he would be abstaining from approval of the April 2, 2019 meeting minutes, stating he was absent, and Councilmember Abraham would be abstaining from the April 2 and 9, 2019 meeting minutes, stating she was not on Council at that time.

Mayor Pettle asked that item #5, Resolution 2019-603, providing for the execution of an Interlocal Agreement (ILA) between the City of Parker, Texas, and the cities of Plano and Allen, Texas, for communication services, be tabled.

MOTION: Councilmember Taylor moved to approve consent agenda items 1-4 and 6, tabling item #5 as requested and with the noted abstentions. Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion with Councilmembers Taylor and Abraham again abstaining as requested above. Motion carried 5-0.

## **INDIVIDUAL CONSIDERATION ITEMS**

7. REPUBLIC WASTE QUARTERLY REPORT. [BERNAS]
8. DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-605, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT. [BERNAS/OLSON/SAVAGE]

Republic Services, Inc. Division Municipal Services Manager Rick Bernas presented the Republic Services of Plano January through March 2019 1<sup>st</sup> Quarter Report and annual rate adjustment for the City of Parker, Texas.

MOTION: After questions and discussion, Councilmember Taylor moved to approve Resolution No. 2019-605, authorizing the Republic Services, Inc. rate adjustment as presented. (See Exhibit 2 – Republic Services, Inc. Division Municipal Services Manager Rick Bernas' presentation and City of Parker Solid Waste and Recycle Rate Sheet, Effective: March 1, 2019, dated January 2019.)

Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES PHASE 2 PRELIMINARY PLAT. [MACHADO]

City Engineer John Birkhoff, P.E. with Birkhoff, Hendricks, & Carter, LLP Professional Engineers, 11910 Greenville, Avenue, Suite 600, Dallas, Texas, stated Whitestone Estates Phase 2 Preliminary Plat was found to be in general compliance with the City's development requirements and good engineering practices, noted in Craig M. Kerkhoff, P.E. C.R.M.'s May 2, 2019 letter in tonight's Council packet. Mr. Birkhoff also noted Engineering Concepts and Design, L.P., Richard Hovas was engineer of record and responsible for concept and design of the project.

Engineer Richard Hovas stated the Homeowners' Association is responsible for detention pond maintenance.

Public Works Director Gary Machado also noted on May 9, 2019 the City's Planning and Zoning (P&Z) Commission met and reviewed Whitestone Estates Phase 2 Preliminary Plat, recommending plat approval to City Council.

MOTION: Councilmember Taylor moved to approve Whitestone Estates Phase 2 Preliminary Plat as presented. Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 769, UPDATING ORDINANCE NO. 284 (POLICE RESERVE FORCE). [SHELBY/BROOKS] [TABLED – 11132018]

Chief Brooks stated Ordinance No. 284 (Police Reserve Force), originally passed and approved June 10, 1986, needed to be updated.

MOTION: Councilmember Smith moved to approve Ordinance No. 769, updating Ordinance No. 284 (Police Reserve Force). Councilmember Taylor seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 770, UPDATING ORDINANCE NO. 498 (POLICE DEPARTMENT OPERATIONS). [SHELBY/BROOKS] [TABLED – 11132018]

Chief Brooks stated Ordinance No. 498 (Police Reserve Force), originally passed and approved March 13, 2001, was out-of-date.

MOTION: Councilmember Smith moved to approve Ordinance No. 770, updating Ordinance No. 498 (Police Department Operations). Councilmember Abraham seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2019-606 APPOINTING A CHIEF INVESTMENT OFFICER AND MEMBERS TO SERVE ON THE INVESTMENT COMMITTEE. [SAVAGE]

Councilmember Taylor said he was unable to continue as the City Chief Investment Officer due to time issues.

Mayor Pro Tem Standridge nominated Councilmember Meyer as Chief Investment Officer. Ms. Meyer respectfully declined. Mayor Pro Tem Standridge nominated Councilmember Smith as Chief Investment Officer. Mr. Smith also respectfully declined due to time restraints, work related travel. Mayor Pro Tem Standridge stated it would be unfair to nominate Mayor Pettie and/or newly elected Councilmember Abraham.

Mayor Pettie confirmed she would not mind continuing in her current position as Investment Official.

Councilmember Smith said he would volunteer to help as an Investment Official.

Mayor Pro Tem Standridge said he saw where this was going and nominated himself, if that was appropriate, for the Chief Investment Officer for the City of Parker.

City Council agreed.

MOTION: Councilmember Taylor moved to approve Resolution No. 2019-606 appointing a Chief Investment Officer and members to serve on the Investment Committee, as follows:

Mayor Pro Tem Ed Standridge	Chief Investment Officer
Luke B. Olson	City Administrator
Mayor Lee Pettie	Investment Official
Councilmember Edwin Smith	Investment Official.

Councilmember Abraham seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

## ROUTINE ITEMS

### 13. FUTURE AGENDA ITEMS

Mayor Pettie asked if there were any items to be added to the future agenda list. Hearing none, she encouraged everyone to email her any requests.

Mrs. Pettie stated the next regularly scheduled City Council meeting would be Tuesday, June 4, 2019 at 7:00 p.m. and the next Home Rule Charter Commission (HRCC) meeting would be June 10, 2019 at 7:00 p.m.

#### UPDATE(S):

- PARKER ROAD [MACHADO]

Public Works Director Machado stated Texas Department of Transportation (TxDot) was handling the Parker Road Project and due to weather conditions the scheduled shut down between Hogge Drive and McCreary Road has not been determined. TxDot's projected completion date for the Parker Road is still 2021.

- ACCEPTANCE OF CITY OF PARKER POLICE DEPARTMENT AND FIRE DEPARTMENT DONATIONS FOR THE RECORD (RALPH & KATHRYN WHITE) [PETTIE]

- Check #2491 - \$100.00 and Check #2703 - \$100.00

As required by Resolution No. 2016-520, Mayor Pettie accepted both of Ralph and Kathryn White's \$100.00 check donations to the City of Parker Fire and Police Departments for the record. The Mayor, City Council, and staff thanked the Whites for their generous donation.

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

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

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

Mayor Lee Pettie recessed the regular meeting to Executive Session at 8:36 p.m.

**15. RECONVENE REGULAR MEETING.**

Mayor Lee Pettie reconvened the meeting at 9:09 p.m.

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

No action was taken.

**17. ADJOURN**

Mayor Lee Pettie adjourned the meeting at 9:10 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

Approved on the 18th day  
of June, 2019.

ATTESTED:

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

**From:** [andy redmond](#)  
**To:** [Patti Grey](#)  
**Subject:** Resolution 2019-605  
**Date:** Tuesday, May 21, 2019 1:48:34 PM  
**Attachments:** [image001.png](#)

---

Ms. Grey: Requesting to submit for tonite's council meeting due to my inability to attend in person.

Thanks! Andy

>>

Dear Mayor Pettle and Council:

I'm Andy Redmond of 7275 Moss Ridge Rd.

Please vote no on the resolution (2019-605) to increase Republic Services waste fees.

Although it seems such a small amount of increase-- over several years, a decade etc. these small increases really do add substantial costs to the City residents.

Further, I've pasted Page 33, from their "2018 Annual Report to Shareholders" inline below. You will notice they are and have historically been profitable. This trend is likely—even without a rate increase to the City of Parker contract. (link will go to Republic's 2018 Annual Report-- <http://phx.corporate-ir.net/phoenix.zhtml?c=82381&p=irol-reportsannual> )

Finally, if we are seeing an increase to be/promote being "green," I see no real support that a rate increase will promote such, based on the power point (agenda submission by Republic).

Thanks for your time and consideration.

Best Regards,  
Andy Redmond

P.S. So pleased to see that the proposed Oncor rate increase was a no vote from our council!

>>>>

From pg. 33, 2018 Republic Services Annual Report

	Years Ended December 31,				
	2018	2017	2016	2015	2014
<b>Statement of Income Data:</b>					
Revenue	\$10,040.9	\$10,041.5	\$ 9,387.7	\$ 9,115.0	\$ 8,803.3
Expenses:					
Cost of operations	6,150.0	6,214.6	5,764.0	5,518.6	5,643.1
Depreciation, amortization and depletion	1,033.4	1,036.3	991.1	970.6	906.9
Accretion	80.7	79.8	79.1	79.4	78.0
Selling, general and administrative	1,059.5	1,057.4	969.8	983.1	918.9
Withdrawal costs – multiemployer pension funds	-	1.2	5.6	4.5	1.5
Gain on business divestitures and impairments, net	(44.9)	(33.9)	(0.1)	-	20.0
Restructuring charges	26.4	17.6	40.7	-	1.8
Operating income	1,735.8	1,668.5	1,537.5	1,558.8	1,233.1
Interest expense	(383.8)	(361.9)	(371.3)	(364.9)	(348.7)
Loss from unconsolidated equity method investments	(35.8)	(27.4)	(6.1)	-	-
Loss on extinguishment of debt	(0.3)	(0.8)	(196.2)	-	(1.4)
Interest income	1.6	1.0	0.9	0.8	0.6
Other income, net	3.4	2.7	1.1	1.2	1.7
Income before income taxes	1,320.9	1,282.1	965.9	1,195.9	885.3
Provision for income taxes	283.3	3.1	352.7	445.5	337.4
Net income	1,037.6	1,279.0	613.2	750.4	547.9
Net income attributable to noncontrolling interests in consolidated subsidiary	(0.7)	(0.6)	(0.6)	(0.5)	(0.3)
Net income attributable to Republic Services, Inc.	<u>\$ 1,036.9</u>	<u>\$ 1,278.4</u>	<u>\$ 612.6</u>	<u>\$ 749.9</u>	<u>\$ 547.6</u>
Basic earnings per share attributable to Republic Services, Inc. stockholders:					
Basic earnings per share	<u>\$ 3.17</u>	<u>\$ 3.79</u>	<u>\$ 1.79</u>	<u>\$ 2.14</u>	<u>\$ 1.54</u>
Weighted average common shares outstanding	<u>326.9</u>	<u>337.1</u>	<u>343.0</u>	<u>350.0</u>	<u>356.7</u>
Diluted earnings per share attributable to Republic Services, Inc. stockholders:					
Diluted earnings per share	<u>\$ 3.16</u>	<u>\$ 3.77</u>	<u>\$ 1.78</u>	<u>\$ 2.13</u>	<u>\$ 1.53</u>
Weighted average common and common equivalent shares outstanding	<u>328.4</u>	<u>339.0</u>	<u>344.4</u>	<u>351.4</u>	<u>358.1</u>
Cash dividends per common share	<u>\$ 1.44</u>	<u>\$ 1.33</u>	<u>\$ 1.24</u>	<u>\$ 1.16</u>	<u>\$ 1.08</u>
<b>Statement of Cash Flows Data:</b>					
Cash provided by operating activities	\$ 2,242.8	\$ 1,910.7	\$ 1,847.8	\$ 1,679.7	\$ 1,529.8
Purchases of property and equipment	1,071.8	989.8	927.8	945.6	862.5
Proceeds from the sale of property and equipment	31.6	6.1	9.8	21.2	35.7
<b>Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 70.5	\$ 83.3	\$ 67.8	\$ 32.4	\$ 75.2
Restricted cash and marketable securities	108.1	141.1	90.5	100.3	115.6
Total assets	21,617.0	21,147.0	20,629.6	20,535.9	20,052.4
Total debt	8,337.5	8,187.4	7,658.9	7,532.9	7,019.6
Total stockholders' equity	7,929.5	7,961.1	7,693.7	7,776.6	7,747.8



# Recycling is Broken

Update – January 2019



Rick Bernas

Manager, Municipal Sales



Exhibit 2

# Recap - Trends Strain Existing Model

## Trends



2000



48,000 plastic bottles = 1 ton<sup>1</sup>

2015



92,000 plastic bottles = 1 ton<sup>1</sup>

## Implications

Some material changing faster than capital investment cycles

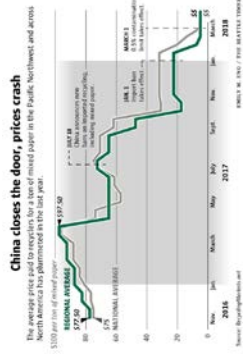
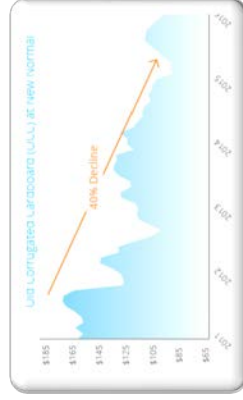
18M tons in 2000 → ~2M in 2015

Some material has limited end markets  
HDPE (Good) → off-spec PET (Limited)

Material Light-weighting skews current success metrics

Water Bottles → Almost 2x transactions

Commodity markets have steadily declined  
OCC down 40% → Mixed Paper down 95%

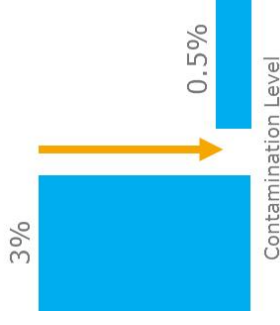


# Recap - China Sword Explained

For decades, China has been the largest importer of the world's recycled commodity, and the U.S. was 40% of the inbound stream.

In 2017, China announced efforts to clean up the country, which included dramatic changes for acceptance criteria of imported recyclables.

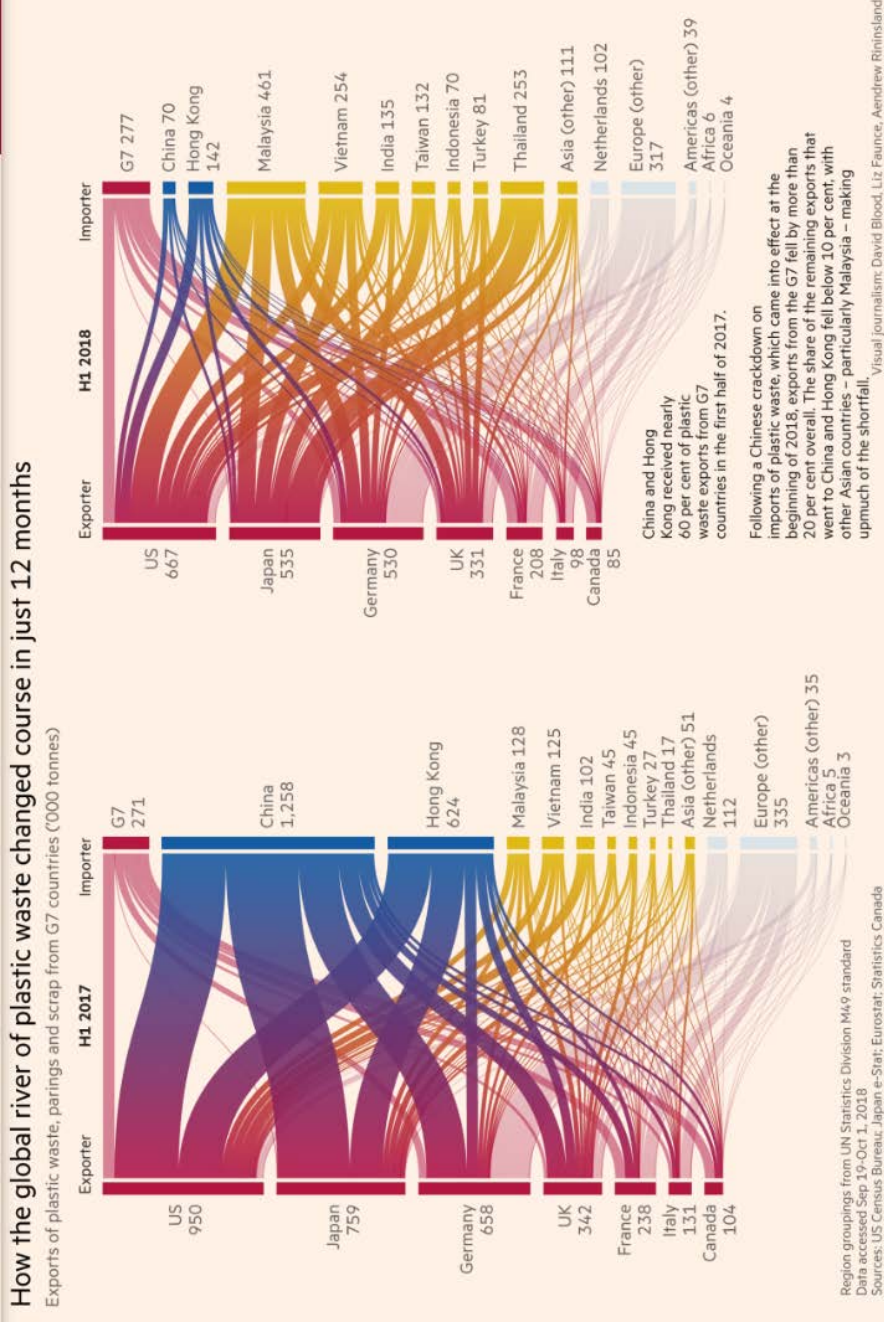
- A significant reduction in acceptable contamination levels (From ~3% to 0.5%) in any recovered paper and plastic grades.



- Additionally, China banned all mixed paper from import, regardless of contamination levels. (20% of historical stream).

Reductions took effect in March 2018, which drove costs and changes at most recycling facilities in the country to meet new standards

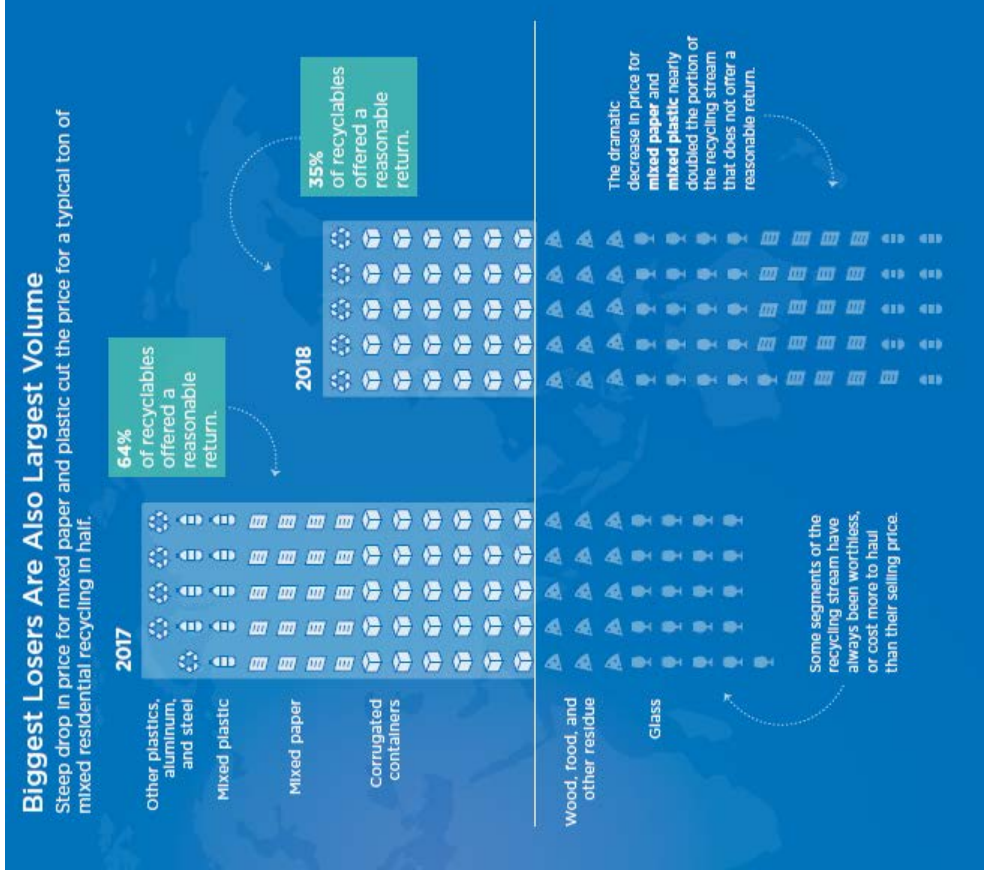
# Post China – Shift in Commodity Markets



Source: Financial Times, Oct 24, 2018

Supply and demand economics kick in as commodities flood alternate markets world wide

# Post China – Dramatic Shift in Values



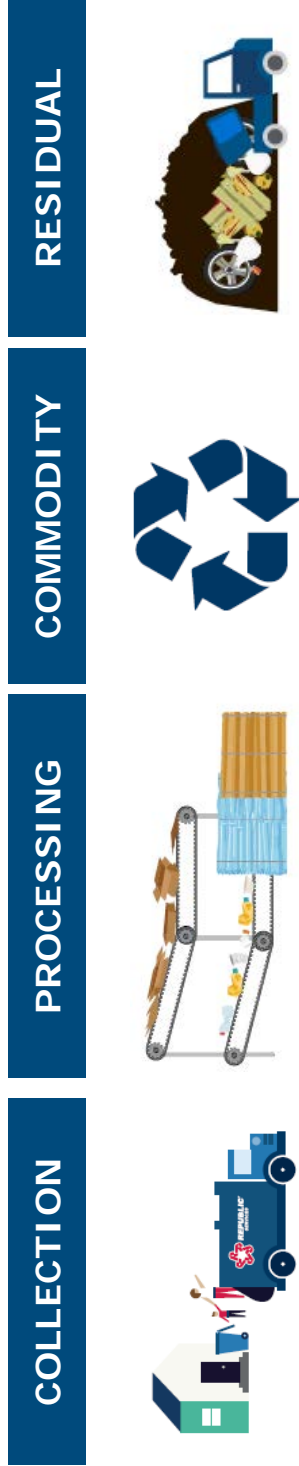
Source: NLC Report, 2018

Recycling Processors move the material, but average values are down 50%+ from recent years

# Recycling Costs: Then and Now

## THEN

Household cost artificially low to foster adoption	Costs lower due to inbound material being cleaner and heavier	Commodity values strong, due to Supply & Demand and cleaner material	Low contamination averages, attributed to focus on basics and no diversion mandates
<b>\$2.00/Mo</b>	<b>\$60/Ton</b>	<b>\$200/Ton</b>	<b>\$25/Ton</b>
Industry Avg			
$(\$3.00/\text{Mo}) + (\$1.50/\text{Mo}) + \$4.60/\text{Mo} + (\$0.10/\text{Mo}) = \$0.00$			
Net Position			



## NOW

Still artificially low but with higher costs to run Collection service	Dramatically higher costs from labor, technology and equipment, along with lighter material	Average values down significantly, further impacted by China Sword	Contamination average up to 30%, requiring more transport and disposal
<b>\$3.00/Mo</b>	<b>\$100/Ton</b>	<b>\$100/Ton</b>	<b>\$50/Ton</b>
Industry Avg			
$(\$4.00/\text{Mo}) + (\$2.50/\text{Mo}) + \$1.50/\text{Mo} + (\$0.50/\text{Mo}) = (\$5.50)$			
Net Position			

# Recommended Business Model



## Durable Recycling Model



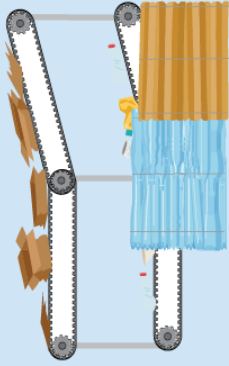
### COLLECTION

- Includes costs for truck, driver, container and to collect material and transport to a processing facility
- Comparable to trash collection



### PROCESSING

- Includes costly facility, equipment and labor to separate material and remove contamination
- Results in ready-to-ship baled material



### RESIDUAL

- Includes all contaminated or non-recyclable material, which has no marketability and must be transported and disposed at a landfill for additional cost



### COMMODITY SALES

- Sale of processed material to buyers around the world
- Cleaner material has greater value



COLLECTION  
FEE



PROCESSING  
FEE



DISPOSAL OF  
RESIDUAL



COMMODITY  
SALES



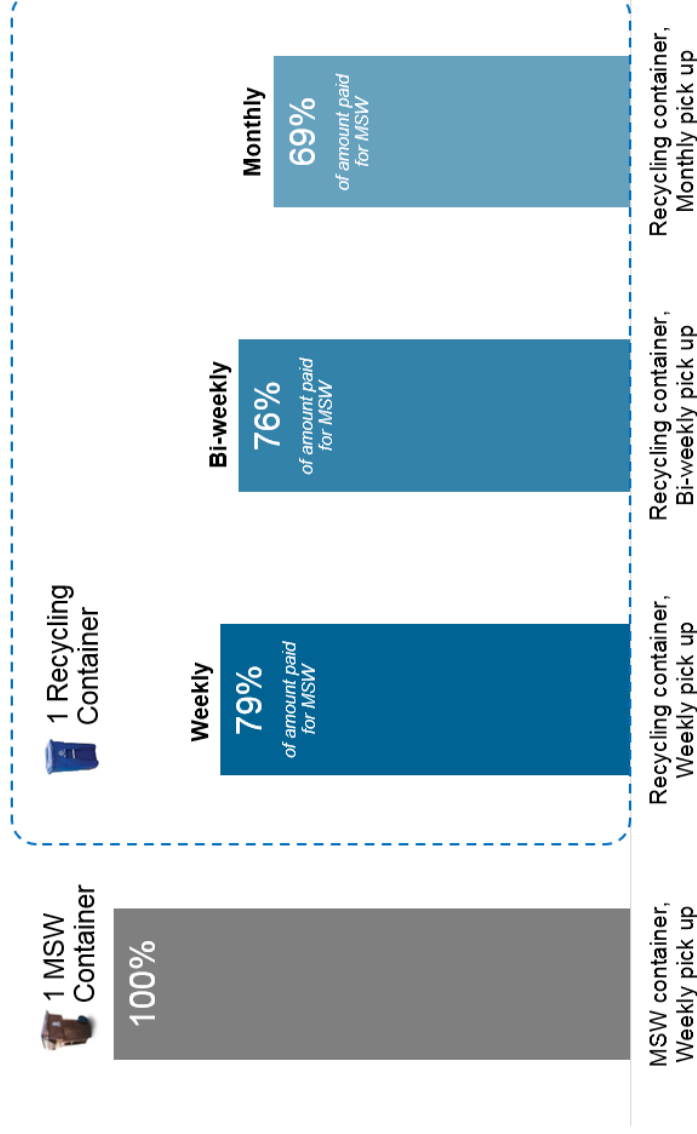
THE COST OF  
RECYCLING

The cost of a recycling program is the sum of fees for two services; the **Collection Fee** and the **Net Processing Fee**

# Residential Willingness to Pay for Recycling

**Residential respondents are willing to pay an estimated 79% of what they pay for MSW for a recycling container picked up weekly, and almost the same for bi-weekly.**

Amount Residential Respondents are Willing to Pay for Recycling  
Compared to Amount Paid for MSW



n=2,434. Margin of error +/- 2% at 95% confidence  
Average willingness to pay derived from series of conjoint questioning  
Source: Cicero Group, Recycling W2P Study, Oct-2018

**Cicero**

Based on third-party research, residents are willing to pay a fair price for recycling.

# Informing the Public



- Public needs to understand the issue
- Economic reset is needed for long term viability
- Public awareness on what and how to recycle

Over 1 Billion media impressions on the topic, on articles interviewing Republic Services team alone

# Public Education – Clean Up The Stream

New simplified educational collateral that can be distributed to residents and businesses.

Container Labels



Container Tags



Door Tags



Reference Guides



Brochures



Post Cards & Bill Inserts



Posters



Billboards



Emails



Print Ads



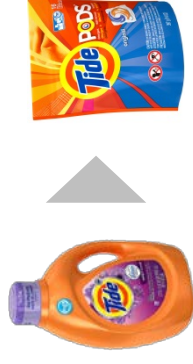
Most collateral is available on [www.RecyclingSimplified.com](http://www.RecyclingSimplified.com),  
or from your Municipal Sales Manager

# Reassessment of Accepted Materials

- Programs have drifted to focus on total diversion rates, rather than what materials are truly beneficial to recycle
- Some collected materials are recyclable, but lack local end markets, or have a negative recycling value. These realities render the processed materials unmarketable



Glass has a negative value to recycle



Some packages have evolved to less marketable materials

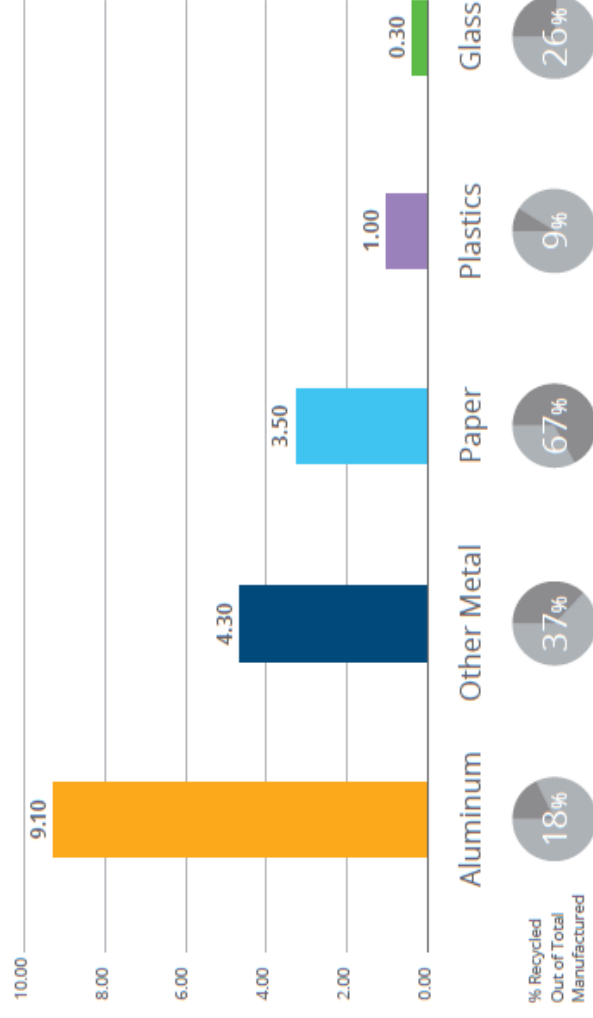
- Municipalities need to shift program focus to Sustainable Materials Management-based views, which looks at the overall benefits of each accepted material in the stream.

Recycling programs must focus on Sustainable Materials Management, not simply diverting material that may have no beneficial use

# Measurements of U.S. Recycling Success

- Current metrics focus on weight (e.g. 50% recycling goal)
- This incentivizes “any” rather than the “right” diversion
- Some of the more beneficial carbon dioxide equivalent (CO<sub>2</sub>e) materials are lighter

Tons of CO<sub>2</sub>e Savings per ton of Material Recycled (Greenhouse Gas Benefit)

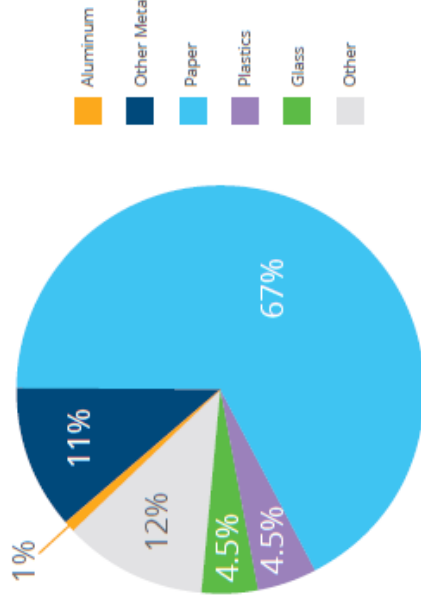


Source: Advancing Sustainable Material Management 2015 Fact Sheet, EPA, 2018

## Summary:

- Weight-based goals do not correlate to greenhouse gas benefits
- Reconsider “Any Diversion” (weight) vs “Most Beneficial Diversion”

% by Weight of Commodities Sold by Republic Services



We'll handle it from here.®

# Key Topics Going Forward

- Evaluate Program Recyclables that offer best benefit to planet
- Consider better metrics to track success
- Increase Public Education, leading to lower contamination and better commodity values
- Update the Business Model – Two services provided in a recycling program (without reliance on commodity value)

The path to creating a durable recycling program requires multi-faceted approach



**REPUBLIC**  
**SERVICES**

We'll handle it from here.™

**Rick Bernas**

Manager, Municipal Sales

e: [rbernas@republicservices.com](mailto:rbernas@republicservices.com)

o: 469.443.7006 c: 972.880.0276

**CITY OF PARKER**  
**SOLID WASTE AND RECYCLE**  
**RATE SHEET**

**EFFECTIVE: March 1 , 2019**

<b>Solid Waste Collection</b>	<b>\$ 11.88</b>
1 x wk: 2 carts MSW	

<b>Recycle Collection</b>	
1 x wk: 1 cart	<b>\$ 5.50</b>

<b>Brush/Bulk Collection</b>	<b>\$ 2.11</b>
Monthly	

<b>Total Monthly Service</b>	<b>\$ 19.50</b>
------------------------------	-----------------

<b>Extra Cart</b>	<b>\$ 8.25</b>
-------------------	----------------

<b>Carryout Service</b>	<b>\$ 20.01</b>
1 x wk: 2 cart MSW	

<b>Extra carry out cart</b>	<b>\$ 11.03</b>
-----------------------------	-----------------

<b>City Hall - 4 Rolloffs per year/city event</b>	No Cost
---------------------------------------------------	---------

<b>30 yard rolloff city hall use</b>	No Cost
--------------------------------------	---------

<b>Additional Rolloff containers</b>	<b>\$ 417.22</b>
--------------------------------------	------------------



## Council Agenda Item

Item 3  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: June 11, 2019
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JUNE 4, 2019. [SCOTT GREY]

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	06/13/2019
City Attorney:		Date:	
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**MINUTES**  
**CITY COUNCIL MEETING**

**JUNE 4, 2019**

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

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

Mayor Lee Pettle called the meeting to order at 7:00 p.m. Councilmembers Diana M. Abraham, Psy.D., Cindy Meyer, Edwin Smith, Ed Standridge and Patrick Taylor were present.

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

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Tom Macduff led the pledge.

TEXAS PLEDGE: Billy Barron led the pledge.

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

Mayor Pettle noted Colonel Joseph Cordina provided the Mayor and City Council a letter to be included into the record. Mr. Cordina, 4302 Boulder Drive, voiced concern regarding population density and representation on the Home Rule Charter Commission (HRCC). (See Exhibit 1 – Colonel Joseph Cordina's letter, dated May 30, 2019.)

Mayor Pettle read Roxanne Bogdan's email into the record. Ms. Bogdan, 6701 Overbrook Drive, stated she had issues with the City's current Noise Ordinance and indicated she "would love to see some kind of committee" formed to address those issues. (See Exhibit 2 – Roxanne Bogdan's email, dated June 3, 2019.)

Billy Barron, 6707 Overbrook Drive, said he was tired. He and Ms. Bogdan had similar problems with noise and vibration, even on Sundays, from Southfork Ranch. Mr. Barron had two suggestions or changes regarding the current Nuisance/Noise Ordinance, 1) remove the exceptions and 2) change the decibel levels, because it has not been effective. While the changes to Ordinance No. 750, passed and approved July 11, 2017, were an improvement, there were still problems. Mr. Barron said he understood this was a complicated matter, which he thought would be better handled by a committee formed to research the issue, discuss options and report recommendations back to City Council. (See Exhibit 3 – Billy Barron's handout, dated June 4, 2019.)

**ITEMS OF COMMUNITY INTEREST**

- MONDAY, JUNE 10, 2019, 7:00 PM, HOME RULE CHARTER COMMISSION (HRCC) MEETING

- TUESDAY, JUNE 11, 2019, 7:00 PM, LONG TERM PLANNING  
Council agreed to add a Wednesday, June 12, 2019, 7:00 PM, Long Term Planning, if necessary
- FRIDAY, JULY 5, 2019, CITY OFFICES WILL BE CLOSED
- TUESDAY, JULY 16, 2019, 6:00 PM, BUDGET WORK SESSION  
Council agreed to add change the 6:00 p.m. time to 7:00 p.m. to accommodate Councilmember Taylor and City Attorney Shelby
- TUESDAY, JULY 30, 2019, 6:00 PM, BUDGET WORK SESSION  
There was discussion on changing this date to accommodate Councilmember Abraham, but decided to adjust the time only to 7:00 p.m.
- TUESDAY, AUGUST 6, 2019, 6:00 PM, BUDGET AND TAX RATE  
Council agreed to adjust the time from 6:00 p.m. to 7:00 p.m. to accommodate Councilmember Taylor.
- TUESDAY, AUGUST 20, 2019, 7:00 PM, BUDGET AND TAX RATE
- TUESDAY, AUGUST 27, 2019, 6:00 PM, BUDGET AND TAX RATE  
Council agreed to adjust the time from 6:00 p.m. to 7:00 p.m. to accommodate Councilmember Taylor.
- TUESDAY, SEPTEMBER 3, 2019, 7:00 PM, BUDGET AND TAX RATE
- PROJECTED 2019 TAX RATE PLANNING CALENDAR

## INDIVIDUAL CONSIDERATION ITEMS

### 1. ANY DISCUSSION AND/OR APPROPRIATE ACTION ON THE NOISE PORTION OF THE NUISANCE ORDINANCE (ORDINANCE NO. 750). [PETTLE]

Council discussed the noise portion of the Ordinance No. 750 (Nuisance Ordinance) and agreed the last amendment was an improvement, but additional review and possible revisions should be considered.

MOTION: Councilmember Smith moved to authorize formation of a committee, as follows:

Janna Timm or designee  
Billy Barron  
Roxanne Bogdan  
Trudy Jackson  
Brandon S. Shelby  
Luke B. Olson

Southfork Ranch  
Parker Resident  
Parker Resident  
Parker Resident  
City Attorney  
City Administrator

to research, discuss options and report recommendations back to City Council. In addition, the committee may expand as needed to accomplish their goal to research, discuss and make recommendations to Council improving the noise portion of the Nuisance Ordinance. Councilmember Abraham seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

### 2. ANY DISCUSSION AND/OR APPROPRIATE ACTION ON MEMBERSHIPS IN PROFESSIONAL/TECHNICAL/EDUCATIONAL ORGANIZATIONS. [PETTLE]

Council discussed professional/technical/educational memberships and determined employee memberships should be permitted by the City, especially when the membership, certification, and or license is required for the employee to do their job. Currently, the City does not have established criteria for memberships, certifications, and licenses. Council agreed Department Heads can make this decision as it affects their departmental budgets and the City Administrator would have responsibility of overseeing the process to determine whether the employee's membership in any organization benefits the city and/or the employee. Finance/HR Manager Grant Savage added the new financial software would be better able to track types and costs associated with professional/technical/educational memberships for future planning and budgetary questions.

3. ANY DISCUSSION AND/OR APPROPRIATE ACTION ON STREET MAINTENANCE [PETTLE/MACHADO/OLSON]

Council, City Administrator Olson, and Public Works Director Machado discussed street maintenance. Mr. Machado suggested the City do street maintenance as necessary versus advertising in January/February and awarding bids in June/July. The City of Parker is competing with other cities for the same contractors and services. The City would be served better if maintenance was completed as it occurred. Council agreed with Mr. Machado's suggestion and noted there may need to be changes in the way street maintenance is handled in the budget. City Administrator Olson also suggested the City may want to investigate doing some of its own work, purchasing or renting some minimal equipment such as a dump truck, etc. Council tasked City Administrator Olson, Public Works Director Machado and Councilmember Taylor with doing the necessary research and bring recommendations back to Council at the planning and budget sessions.

## ROUTINE ITEMS

4. FUTURE AGENDA ITEMS

UPDATE(S):

- INCODE AND ENERGOV UPDATE [OLSON]

City Administrator Olson noted this was the City's new technology software, staff was currently training, and the software was being customized to the City of Parker. Mr. Olson stated he was also researching various merchant services compatible with the new software to offer residents better services.

- MAIL SERVICES IN PARKER [OLSON]

City Administrator Olson said he is working with Congressman Van Taylor's office and only two (2) incidents have been reported since April 1 both regarding oversized packages being stuffed into small mail boxes. Mr. Olson said he would continue to monitor the situation.

- FEE SCHEDULE [OLSON]

City Administrator Olson said the City has a fee schedule and it has not been updated since February of 2016, but he would like to see the City hold off on making changes until the new software is implemented and ready to handle the changes. Otherwise, he foresees issues.

- CONTRACT POLICY [OLSON]

City Administrator Olson gave an update on the contracts, stating all the contracts are located and being maintained in one location as well as being kept in a spreadsheet. Mr. Olson is monitoring the contracts to ensure the vendors are meeting obligations and termination dates.

- **CODES [SHELBY, MACHADO, SCOTT GREY]**

City Administrator Olson stated Planning and Zoning (P&Z) Commission is still in the process of reviewing Parker's Zoning Regulations. [City Code of Ordinances, Chapter 156: Zoning Regulations].

- **CODIFICATION [SHELBY, SCOTT GREY]**

City Administrator Olson said City Staff is in the process of researching different codification companies to see what is offered as well as the cost associated those services.

- **SURPLUS [OLSON, MACHADO, BROOKS, SAVAGE]**

City Attorney Shelby indicated there is a process for surplus and salvable city items. A list of items is being prepared and being readied for auction and/or disposal.

- **EMPLOYEE HANDBOOK [OLSON]**

City Administrator Olson said the Employee Handbook updates are underway with several sections under City Staff review.

- **SENSUS PORTAL (NOT METERS) [OLSON]**

City Administrator Olson noted the Sensus Water Portal is currently having maintenance issues. Those issues are being monitored and addressed. Recent weather, heavy rains and other conditions, have caused problems.

- **GROUND STORAGE TANK [MACHADO]**

Public Works Director Machado said the Ground Storage Tank painting project has been completed.

- **OLD GATE/COUNTRYSIDE STREET CONDITIONS [MACHADO]**

Public Works Director Machado said Old Gate/Countryside Street is an ongoing project at this time and conditions are being monitored. As issues are identified, corrective action, if needed, will be taken.

Mayor Pettie asked if there were any items to be added to the future agenda list. Hearing none, she encouraged everyone to email her any requests.

Mrs. Pettie stated the next regularly scheduled City Council meeting would be Tuesday, June 18, 2019.

## 5. ADJOURN

Mayor Lee Pettie adjourned the meeting at 8:29 p.m.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Lee Pettie

Approved on the 18th day  
of June, 2019.

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

PROPOSED

From the Desk of:

May 30, 2019

Colonel Joseph Cordina

4302 Boulder Drive  
Parker, Texas 75002

To: Mayor Lee Pettie & Current City of Parker Council Members

Subject: Population Density and Representation, Home Rule Commission (**HRC**)

Dear members of the Parker elected leadership,

First of all, my absence at the June 4<sup>th</sup> meeting is unavoidable: a military commitment prohibits my personal delivery of this letter to you. That being said, let me express my appreciation to you for your kind service to our community. Having been chosen by the citizens of the City of Parker each of you has accepted a great deal of responsibility not only for fiscal & governance matters but also for our quality of life. It is on both of these topics I solicit your attention.

Please take note of the following information:

Current makeup of Home Rule Commission (**HRC** - 9 Representatives) by areas of the city:

<u>Area</u>	<u>Voters (% of Total)</u>	<u>Commission Members</u>
North/West	1024 (30%)	1 - Macduff
North/East	1085 (32%)	2 – Levine, Gilmore
South/West	830 (24%)	2 – Kercho, Adams
South/East	472 (14%)	4 – Marshall, Redmond, Barron, Livesay

Immediately obvious is that the West sectors equate to 54% of the Parker registered voters, with a count of 1,854 persons, and a total of 3 **HRC** members. Specifically, the North/West has 30% of the registered voter total (3,411) and has **a single representative for a ratio of 1:1,024**. The East sectors have 46% of the registered population yet have 6 representatives with the **South/East (a population of only 14% of voters)** holding a preponderance of 4 representatives **and a ratio of 1: 118** registered voters.

What does all this mean? Simply put, was enough thought placed into the selection process to consider the population densities as a major factor? I suppose that if there were almost NO VOLUNTEERS from the NW sector then the choices made might be as it is, but this is not the case. There were no less than three fully qualified, long-term residents from that sector and no fewer than two should have been chosen (using the illustration from the chart above).

Is it possible that the Council simply ignored the population factor? If so, it is not too late to "fix this inequity" since there is no law nor covenant that restricts the number of eligible voting commission members. The Council can fix this by one motion and vote.

Please bear one thing in mind: the N/W sector, consisting of Brookwood, Countryside, Donna, East Parker Road, The Knolls, Old Gate, Parker Ranch, Sycamore, Springhill, and Wagon Wheel is presently **the largest populated district in Parker.** In your judgment, could this be important when we consider what potentially may become the future governance method for our fine city?

Lastly, the harmony necessary within every community affects the quality of life we experience. We (the community members of Parker) are depending on you to do what is smart, and RIGHT. Would you agree that it is vital to listen to the inputs from the citizen-body both now and in the future?

May your leadership and wisdom be clearly demonstrated by your action to help in our climb to greatness for our ever-growing community!

Very truly yours,



Colonel Joe Cordina  
USAF Retired



**From:** Roxanne Bogdan  
**Sent:** Monday, June 3, 2019 8:26 AM  
**To:** Patti Grey <PGrey@parkertexas.us>  
**Subject:** Fwd: Noise Ordinance City Council Discussion

Patty Forgive me! Can you please correct the Chiefs Name for me. SOOOO Sorry! Parks was my moms doctor I was just talking with. OOOps! I've updated it below.

Good Morning Patty,

Can you please forward the following to the city council to be read into the minutes. I unfortunately am not able to attend the city council meeting Tuesday as I will be speaking to Murphy City Council at that scheduled time asking for grant money over there and I can't reschedule.

Good Evening Parker City Council Members,

I'd like to take this time to thank you all for your dedicated service to our city. I know your job isn't easy and I appreciate your time and effort that you put in for our residents.

I apologize for not being there in person, but I've got a commitment that I could not reschedule. I see that you are speaking tonight about our Noise Ordinance this evening and I'd like all of you to know that I personally am having an issue with the way things are today. Just this past Sunday, the booms of Southfork's Base in their music were heard in my bedroom with the TV on after 11pm & in the past after 1am. Frankly, this just is just a nuisance. I know everyone has been trying to make things work, and I appreciate the work of Chief Brooks and the others that have been involved, but I feel there needs to be a little more work on our noise ordinance.

I would love to see some kind of committee put together, to see how we all can work together as a team to come up with a solution. I would like to see our ordinance written that is fair to cover all our residents as well as businesses. I would like it written simply in plain English that is both easy to understand and enforce. I've researched other cities and feel if we took some pieces from some surrounding communities that we could come up with Parker's own that fits our growing community. I would be willing to serve on such a committee, should you choose to go that route.

Once again, I thank you for your time & the opportunity to express my concerns.

Roxanne Bogdan  
6701 Overbrook Dr.  
Parker, TX 75002

2019 0604 Billy Barron

# City Noise Ordinances

June 2017

City	Night Hours	Objective Day Limit	Night Limit	Location	Notes
Allen	8PM-7AM	65 dB(A)	58 dB(A)		
Anna	10PM-7AM			Plainly Audible at 50ft	
Dallas	Sunset-8AM			Within 150ft of Residence	
Fairview	10PM-7AM				Subjective Only
Farmersville	10PM-6AM			Within 500ft of Residence	
Flower Mound	10PM-7AM	57-62dB(A)	47-52dB(A)		Lower # repetitive sound
Frisco	10PM-7AM			Within 500ft of Residence	
Garland	10PM-7AM	55dB(A)	50dB(A)		
Lavon				Heard at 50ft	
Lucas					Subjective Only
McKinney	10PM-7AM	Based on Freq	-7dB of day	Within 500ft of Residence	
Melissa	10PM-7AM			Within 1500ft of Residence	
Murphy	9PM-7AM	60dB(A)	50dB(A)		
Parker	11PM-6AM	75dB	65dB, 55dB, 45dB		
Plano	10PM-7AM			Plainly Audible at 50ft	
Princeton	9PM-6AM			Within 500ft of Residence	
Prosper	7PM-7AM			Within 500ft of Residence	
Richardson	6PM-7AM				Subjective Only
Rockwall	10PM-7AM	55dB(A)	50dB(A)		
Rowlett	10PM-7AM	55dB(A)	50dB(A)		
Sacsh	9PM-7AM				Subjective Only
Saint Paul	7PM-7AM	Based on Freq	-7dB of day		
Wylie	10PM-7AM				Subjective Only

June 2017

Exhibit 3

## City of Parker Municipal Court Monthly Report

May, 2019	Traffic Misdemeanors	Non-Traffic Misdemeanors
<b>New Cases Filed</b>	109	19
<b>Total Pending Cases</b>	1162	368
<b>Uncontested Dispositions</b>	38	19
<b>Compliance Dismissals</b>		
After Driver Safety Course	28	
After Deferred Disposition	26	4
After Proof of Insurance	5	
Other Dismissals	1	0
Other Dispositions	0	0
<b>Total Cases Disposed</b>	98	23
<b>Arrest Warrants Issued</b>	0	
<b>Warrants Cleared</b>	3	
<b>Total Outstanding Warrants</b>	547	
<b>Show Cause Hearings Held</b>	9	2
<b>Trials</b>	0	0
<b>Fines, Court Costs &amp; Other Amounts Collected:</b>		
Retained by City	\$10,862.00	
Remitted to State	\$7,935.00	
<b>Total</b>	<b>\$18,797.00</b>	

**Definitions:**

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

All cases heard in Municipal Court are Class C Misdemeanors Only.

PARKER POLICE DEPARTMENT  
REPORT OF MONTHLY STATISTICS YEAR TO DATE

May 2019	THIS MONTH	YTD 2019
<b>Total Incidents</b>	<b>542</b>	<b>2801</b>
Calls for Service	87	435
House Watch	196	775
Other Service Response Incidents	259	1591
<b>Reported Incidents - Group A</b>	<b>9</b>	<b>35</b>
Arson	0	0
Assault	0	3
Bribery	0	0
Burglary/Breaking and Entering	2	3
Counterfeiting/Forgery	2	4
Destruction/Damage/Vandalism of Property	0	4
Drug/Narcotic Offenses	2	6
Embezzlement	0	0
Extortion/Blackmail	0	0
Fraud	1	7
Gambling	0	0
Homicide	0	0
Human Trafficking	0	0
Kidnapping/Abduction	0	0
Larceny/Theft	2	7
Motor Vehicle Theft	0	0
Pornography/Obscene Material	0	1
Prostitution	0	0
Robbery	0	0
Sex Offenses	0	0
Sex Offenses, Nonforcible	0	0
Stolen Property	0	0
Weapon Law Violations	0	0
<b>Group B Offenses</b>	<b>4</b>	<b>10</b>
Bad Checks	0	0
Curfew/Loitering/Vagrancy Violations	0	0
Disorderly Conduct	0	0
Driving Under the Influence	1	3
Drunkenness	0	0
Family Offenses, Nonviolent	0	0
Liquor Violations	0	0
Peeping Tom	0	0
Runaway	0	1
Trespass of Real Property	0	1
All Other Offenses	3	5
<b>Incident Reports - Non-Offenses</b>	<b>7</b>	<b>19</b>
Incident Reports	5	14
Mental Health	2	5

<b>Adult Arrests</b>	<b>2</b>	<b>12</b>	
Males	2	8	
Females	0	4	
<b>Juvenile Detentions</b>	<b>0</b>	<b>0</b>	
Males	0	0	
Females	0	0	
<b>Traffic Enforcement</b>	<b>176</b>	<b>821</b>	
Citations	126	631	
Warnings	50	190	
<b>Accidents</b>	<b>8</b>	<b>30</b>	
Injury	3	6	
Non-Injury	5	24	
FLID	0	0	
<b>Investigations</b>	<b>73</b>	<b>237</b>	
Cases Assigned	24	64	
Clearances	7	15	
Cases Filed with DA	0	12	
Follow-Ups	42	146	
<b>Alarm Activations</b>	<b>13</b>	<b>88</b>	
Residential	12	86	
Chargeable	9	72	
Non-Chargeable	3	14	
Business	1	2	
Chargeable	0	0	
Non-Chargeable	1	2	
<b>Outside Agency Activities</b>	<b>14</b>	<b>82</b>	
Murphy PD	8	56	
Collin County SO	3	12	
Wylie PD	0	3	
Allen PD	1	1	
Other	2	10	
<b>Staff</b>	<b>Sworn</b>	<b>Civilian</b>	<b>Reserve</b>
Authorized	10	1	2
Current Strength	9	1	2
In Training	2	0	0
Openings	1	0	0
% Staffed	90%	100%	100%
<b>Reserve Hours</b>	<b>12</b>	<b>93.5</b>	

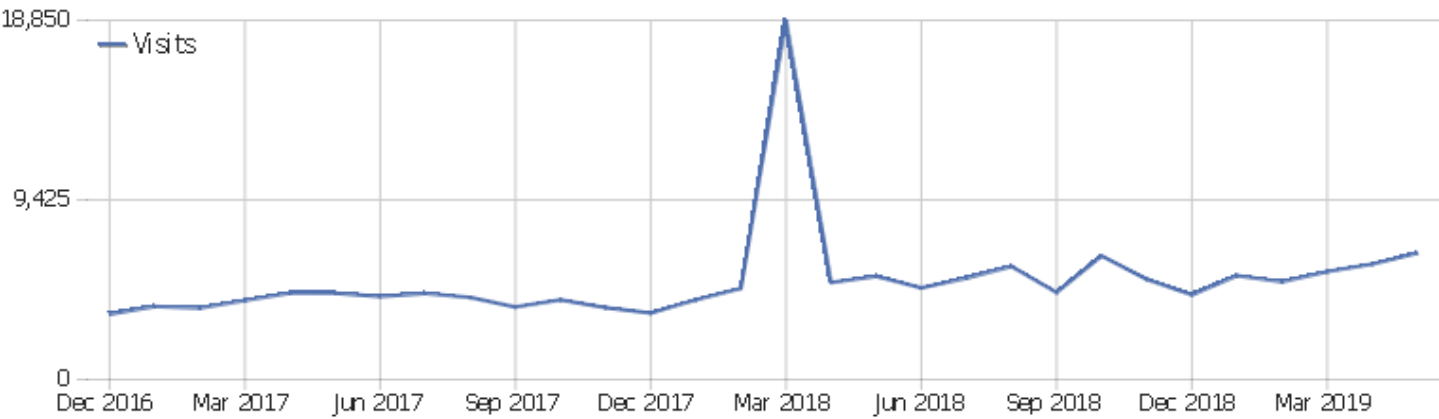


Parker, TX

Date range: May 2019

Monthly Web Report

# Visits Summary



Name	Value
Unique visitors	5,261
Visits	6,633
Actions	17,113
Maximum actions in one visit	102
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:27
Bounce Rate	55%




















## Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
election results	18	1	28%
bulk trash	16	1	38%
trash	9	1	11%
2018 new bulk pickup schedule	5	1	60%
true	5	2	60%
bulk trash week - west of dillehay drive/hogge drive	4	2	100%
calendar	4	1	0%
ordinances	4	1	75%
alarm permit	3	3	33%
bulk trash collection_flyer	3	1	33%
murphy road extension	3	1	100%
ord 726	3	1	0%
water,sewer,trash services	3	2	0%
water rates	3	1	33%
what day is bulk trash pickup?	3	1	67%
abraham george	2	1	50%
agenda & minutes	2	1	0%
alarm	2	2	100%
bulk	2	1	0%
bulk trash pickup	2	1	100%
bulk trash_2018-01-08	2	1	0%
candidates	2	3	0%
chicken	2	1	0%
Others	264	306	27%





# Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	4,444	10,399	2	00:02:34	61%	\$ 0
Search Engines	2,077	6,422	3	00:02:16	42%	\$ 0
Websites	112	292	3	00:01:29	57%	\$ 0

# Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
 United States	5,934	16,115	3	00:02:36	52%	\$ 0
 Germany	133	140	1	00:00:38	95%	\$ 0
 China	110	156	1	00:04:27	71%	\$ 0
 Philippines	82	121	2	00:00:49	79%	\$ 0
 India	77	94	1	00:00:19	81%	\$ 0
 South Korea	40	65	2	00:00:23	38%	\$ 0
 Russia	36	62	2	00:00:00	97%	\$ 0
 Canada	25	54	2	00:01:38	80%	\$ 0
 France	23	42	2	00:01:59	70%	\$ 0
 Turkey	12	32	3	00:00:56	25%	\$ 0
 Nigeria	10	13	1	00:00:00	90%	\$ 0
 South Africa	9	13	1	00:00:16	78%	\$ 0
 Australia	8	15	2	00:00:23	63%	\$ 0
 Czech Republic	7	8	1	00:00:19	86%	\$ 0
 Ghana	6	16	3	00:05:11	33%	\$ 0
 Kenya	6	6	1	00:00:00	100%	\$ 0
 Sri Lanka	6	7	1	00:00:22	83%	\$ 0
 United Arab Emirates	6	6	1	00:00:00	100%	\$ 0
 Malaysia	5	6	1	00:00:01	80%	\$ 0
 Ukraine	5	7	1	00:00:01	80%	\$ 0
 United Kingdom	5	6	1	00:00:01	80%	\$ 0
 Hong Kong SAR China	4	4	1	00:00:00	100%	\$ 0
 Indonesia	4	6	2	00:00:03	50%	\$ 0
Others	80	119	2	00:00:24	79%	\$ 0

# Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
 Desktop	3,746	10,922	3	00:02:56	51%	0%
 Smartphone	2,240	4,519	2	00:01:27	61%	0%
 Tablet	451	1,123	3	00:02:15	51%	0%
Unknown	177	525	3	00:05:42	68%	0%
 Phablet	19	24	1	00:00:12	84%	0%



## Council Agenda Item

Item 5  
*C'Sec Use Only*

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: Police Chief Brooks
Fund Balance-before expenditure:	Prepared by: Police Chief Brooks
Estimated Cost:	Date Prepared: June 11, 2019
Exhibits:	<ul style="list-style-type: none"><li>• <a href="#">Proposed Resolution</a></li><li>• <a href="#">Communications System Agreement</a></li><li>• <a href="#">Res No. 2015-472 (PD Radio System Services and Res. No. 2010-307 (Fire Radio Use Agreement</a></li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2019-603, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER, TEXAS, AND THE CITIES OF PLANO AND ALLEN, TEXAS, FOR COMMUNICATION SERVICES. [BROOKS] [TABLED – 05212019]

### SUMMARY

At the October 8, 2018 City Council meeting, Chief Brooks advised Council the radio services agreement would be extended 120 days.

At the May 21, 2019 City Council meeting, Mayor Pettle requested this item be tabled. Please review the information provided for radio communications services, including the Communication Services Agreement between the City of Parker, Texas and the Cities of Plano and Allen, Texas.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Richard Brooks</i>	Date:	06/13/2019
City Attorney:	<i>Brandon S. Shelby</i>	Date:	06/13/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**RESOLUTION NO. 2019-603**  
*(Communication Services Agreement)*

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

**WHEREAS**, the City of Parker is authorized by state law to execute an Interlocal Agreement for Communication Services; and

**WHEREAS**, the City of Parker wishes to enter into the ILA for communication services with the Cities of Plano and Allen, attached hereto as Exhibit "A;"

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

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

**SECTION 1.** The Parker City Council does authorize the Mayor to execute the ILA with the Cities of Plano and Allen, attached hereto as Exhibit "A".

**SECTION 2.** This resolution shall be effective upon its execution by the Mayor.

**APPROVED AND ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney

## **COMMUNICATIONS SYSTEM AGREEMENT**

### **CATEGORY 1 – GOVERNMENT ENTITY**

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen (“the Cities”)** acting herein by and through its duly authorized City Manager, and **City of Parker (“USER”)**, acting herein by and through its duly authorized Mayor, individually referred to as a “party,” collectively referred to herein as the “parties.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

### **RECITALS**

**WHEREAS**, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

**WHEREAS**, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

**NOW THEREFORE**, the Cities and **USER** agree as follows:

#### **1. GRANT OF LICENSE**

The **Cities** hereby grants the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

## 2. TERM

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

## 3. COMPENSATION

**USER** shall remit payment to the City of Plano in the amount and manner set forth in “**Exhibit A**”.

## 4. LIABILITY

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

## 5. INDEPENDENT ENTITY

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as agent, representative or employee of the cities of Plano and Allen. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply as between the cities of Plano and Allen, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the Cities and **USER**.

## 6. NON-APPROPRIATION OF FUNDS

The Cities and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

**7. RIGHT TO AUDIT**

**USER** agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the Cities shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Cities shall give **USER** reasonable advance notice of intended audits.

**8. ASSIGNMENT**

**USER** shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the Cities. Which such right shall be granted solely at the discretion of the Cities. Any assignment in violation of this provision shall be void.

**9. NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**10. GOVERNMENTAL POWERS/IMMUNITIES**

It is understood and agreed that by execution of this Agreement, that neither Cities nor **USER** waives or surrender any of its governmental powers or immunities.

**11. AMENDMENTS**

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

**12. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**13. CONFIDENTIAL INFORMATION**

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Cities as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the Cities, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the Cities in writing of such requirement in sufficient time to allow the Cities

to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the Cities immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

#### **14. FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

#### **15. NOTICES**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano  
Attn: Office of the CIO  
1117 E. 15<sup>th</sup> Street  
Plano, Texas 75074

City of Allen  
Attn: IT Director  
305 Century Parkway  
Allen, TX 75013

City of Parker  
Attn: Mayor  
5700 E. Parker Road  
Parker, TX 75002

#### **16. GOVERNING LAW / VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

#### **17. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**18. ENTIRETY OF AGREEMENT**

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

**19. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

**EXECUTED IN MULTIPLE ORIGINALS** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Mark D. Israelson  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CITY OF ALLEN, TEXAS**

BY: \_\_\_\_\_  
Eric Ellwanger  
Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, CITY ATTORNEY

**CITY OF PARKER, TEXAS**

By: \_\_\_\_\_  
Lee Pettle  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Shelby, CITY ATTORNEY

**STATE OF TEXAS** )  
 )  
**COUNTY OF COLLIN** )

Notary Public, State of Texas

**STATE OF TEXAS** )  
 )  
**COUNTY OF COLLIN** )

Notary Public, State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

Notary Public, State of Texas



## **EXHIBIT A**

### **CATEGORY 1, TERMS OF USE**

The Terms of Use are set forth below:

#### **TERMS OF USE**

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber

Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**'s NMC must be partitioned in a manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for

administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER's** Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

#### **APPLICABLE FEES; TERMINATION; REFUNDS**

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however,** that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee.

## **TERM**

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER**'s environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

## **ADMINISTRATION OF THE JOINT RADIO SYSTEM**

**Coordinating Committee.** Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

**Technical Committee.** A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter “Technical Committee”). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

### **COMPLIANCE WITH LAWS**

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER’s** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER’s** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meanings set forth below and apply to this Agreement:

## **DEFINITIONS**

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

**“Joint Radio System Coordinating Committee”** (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

**“Infrastructure Support Fee”** shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

**“Interoperable Communications Plan”** (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

**“Over The Air Rekeying”** (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

**“Over the Air Programming”** (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

**“Private Call”** shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

**“Technical Committee”** -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating

Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

**“User Group”** – All subscribers utilizing the Joint Radio System microwave network.

[End of Document]

**RESOLUTION NO. 2015-472**

*(PD Radio System Services)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF PLANO, THE CITY OF ALLEN AND THE CITY OF PARKER PROVIDING FOR RADIO SERVICES 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 Plano, the City of Allen and the City of Parker, entitled "First Modification of Interlocal 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.

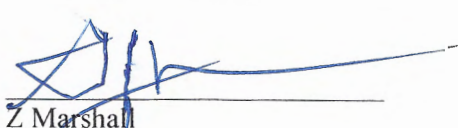
**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed 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 7th day of April, 2015.



By:

**CITY OF PARKER**

  
Z Marshall  
Mayor

**ATTEST:**



Carrie Smith  
City Secretary

**APPROVED AS TO FORM:**



James E. Shepherd  
City Attorney

THE STATE OF TEXAS	§	<b><u>First Modification of Interlocal Agreement</u></b>
	§	<b>By and Between City of Plano,</b>
	§	<b>City of Allen and City of Parker</b>
	§	<b>2015-107-I</b>
COUNTY OF COLLIN	§	

**THIS FIRST MODIFICATION OF** Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, the **CITY OF ALLEN, TEXAS**, a municipal corporation (hereinafter "Allen"), and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter "Parker"). Plano and Allen are sometimes collectively referred to as "Cities."

**WITNESSETH:**

**WHEREAS**, Cities and Parker entered into an Interlocal Agreement on December 7, 2010 (hereinafter "Agreement") for the use of the Allen and Plano Radio Communications System (hereinafter "System"); and

**WHEREAS**, Cities and Parker desire to amend such Agreement in certain respects as set forth herein in this First Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **section III. OBLIGATIONS OF CITIES sub-section 3.01** is hereby modified to read in its entirety as follows:

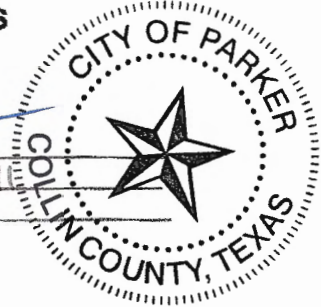
**"III. OBLIGATIONS OF CITIES**

3.01 The Cities will lease to Parker three (3) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano."

**IN WITNESS WHEREOF**, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**CITY OF PARKER, TEXAS**

By: [Signature]  
Name: Z Marshall  
Title: Mayor



Date: April 7, 2015

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

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

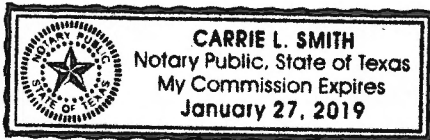
APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF Collin   §

This instrument was acknowledged before me on the 7<sup>th</sup> day of April, 2015 by Z. Marshall, (Authorized representative) Mayor (Title) of **CITY OF PARKER, TEXAS**, a general-law municipality, on behalf of said municipality.



Carrie L. Smith  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, (Authorized representative) \_\_\_\_\_ (Title) of **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**RESOLUTION 2010-307**  
(Fire Radio Use Agreement)

**A RESOLUTION OF THE CITIES OF PLANO, ALLEN, AND PARKER  
PROVIDING FOR THE EXECUTION ON AN INTERLOCAL RADIO  
USE AGREEMENT**

**WHEREAS**, the City of Parker is authorized to execute an agreement for Radio Use Services with the cities of Plano, and Allen;

**WHEREAS**, the City of Parker finds it necessary to have Radio Use Services for the health and protection of its residents and their property;

**WHEREAS**, the City of Parker has properly budgeted and has sufficient funds to make the required payments;

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

**SECTION 1.** The Parker City Council shall authorize the Mayor to enter into an agreement with the cities of Plano, and Allen for Radio Use Services in substantially the form attached hereto for all purposes.

**SECTION 2.** That this resolution shall be effective immediately upon passage.


**APPROVED AND ADOPTED this 17<sup>th</sup> day of August, 2010.**

Attest:

  
City Secretary Carrie L. Smith



Approved:

  
Mayor Joe Cordina

Approved to form:

  
City Attorney, James E. Shepherd

# **AGREEMENT BETWEEN THE CITIES OF ALLEN AND PLANO AND THE CITY OF PARKER FOR THE USE OF THE ALLEN AND PLANO RADIO COMMUNICATIONS SYSTEM**

The CITIES OF PLANO, TEXAS AND ALLEN, TEXAS, both municipal corporations, (hereinafter referred to as "Cities") and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker"), agree as follows:

**WHEREAS**, the Cities and Parker are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

**WHEREAS**, the cities of Allen and Plano jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

**WHEREAS**, Parker wishes to use certain portions of the System for its governmental operations; and

**WHEREAS**, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

**WHEREAS**, Parker and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

**NOW, THEREFORE**, the Cities and Parker, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

## **I. TERM**

The term of this Agreement is for a period of five (5) years, beginning on the 1<sup>st</sup> day of October 2010, and ending on the 30<sup>th</sup> day of September 2015, with an optional three (3) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or Parker, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30<sup>th</sup> day of September, 2018.

## **II. OBLIGATIONS OF PARKER**

2.01 Parker shall use the System in accordance with this Agreement to provide integration of communications by Parker between its users on the System for governmental operations.

*Res 2010-307*

2.02 When using the System, Parker shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen and Plano Radio System. When Parker uses the System for interoperability with Talkgroups other than those provided by this Agreement, Parker will also abide by the user rules of those Talkgroups.

2.03 Parker must provide a written request to the Plano System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 Parker is responsible for furnishing all its radios, which are compatible with the P-25 Digital system, and for the maintenance of the same.

### **III. OBLIGATIONS OF CITIES**

3.01 The Cities will lease to Parker two (2) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano.

3.02 The Plano System Manager will not activate radios on Parker Talkgroups nor make changes to Parker radios without first receiving authorization from the designated representative of Parker, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups as required by Parker;
- (3) The operation, maintenance, and control of the System.

### **IV. FEES**

The fees assessed against Parker and due annually for services and use of the System are as follows:

(1)	Lease radio airtime (per radio, per month)	\$ 8.56
(2)	Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3)	Administrative and Technical fee (per month)	\$96.30

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each fiscal year by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to Parker before increasing the fees.

### **Total Fees for Annual Service**

Based on the fees set out above, the Cities will calculate the annual fee due based upon the total number of radios and Talkgroups and submit an invoice to Parker on or before October 1<sup>st</sup> of each year. This amount is subject to change when Parker adds or deletes the number of radios and/or Talkgroups in service. Parker must notify the Plano System Manager in writing of any addition or deletion of radios and/or Talkgroups. The amount owed for annual fees for additions of radio/Talkgroups will be prorated for the year added, invoiced immediately, and amounts will be due within 30 days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next contract year. No refunds will be given for payments made for radios/Talkgroups deleted after annual payment until the next contract year.

### **V. PAYMENT DUE**

Parker agrees to pay the Cities the annual fees specified under Article IV within thirty (30) days of the receipt of the invoice. Should Parker add radios or Talkgroups to the service within a term, Parker agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

### **VI. TERMINATION**

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. Parker shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees will be reimbursed by the Cities to Parker.

### **VII. RELEASE AND HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of 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 is responsible for its proportionate share of liability.

### **VIII. IMMUNITY**

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any

obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### **IX. ASSIGNMENT**

Parker agrees to retain control and to give full attention to the fulfillment of this Agreement; Parker cannot assign or sublet this Agreement without the prior written consent of the Cities. Further, Parker cannot sublet any part or feature of the work to anyone objectionable to the Cities. Parker also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve Parker from its full obligations to the Cities as provided by this Agreement.

#### **X. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Cities and Parker, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by Parker and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of the Cities.

#### **XI. NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Parker Representative:

City Administrator  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002  
972-442-6811

Plano Representative:

Director, Public Safety Communications  
City of Plano  
1520 K Avenue  
Plano, Texas 75074  
972-941-7931

Allen Representative:

Police Chief  
City of Allen  
205 W. McDermott  
Allen, Texas 75013  
214-509-4200

#### **XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on October 11, 2010, and the City of Allen on September 14, 2010. Parker has executed this Agreement pursuant to duly authorized City Council Resolution No. 2010-307, dated August 17, 2010.

### **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 the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

### **XIV. VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

### **XV. INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the Cities, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

### **XVI. REMEDIES**


No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

### **XVII. 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 the 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.

EXECUTED on the dates indicated below:

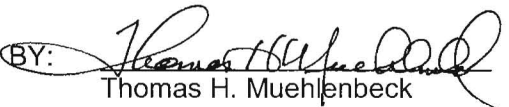
**CITY OF PARKER, TEXAS**

BY:   
~~City Administrator~~ *Mayer*

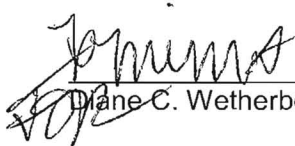
APPROVED AS TO FORM:

  
City Attorney

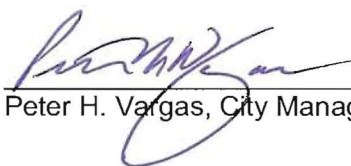
**CITY OF PLANO, TEXAS**

BY:   
Thomas H. Muehlenbeck  
City Manager

APPROVED AS TO FORM:

  
Diane C. Wetherbee, City Attorney

**CITY OF ALLEN, TEXAS**

BY:   
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

  
Peter G. Smith, City Attorney

## ACKNOWLEDGEMENTS

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 7th day of December, 2010, by Joe Cardena, Mayor, City Administrator of the **CITY OF PARKER, TEXAS**, a general-law municipality, on behalf of such municipality.



Carrie Lynn Smith  
Notary Public, State of Texas

STATE OF TEXAS

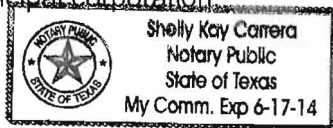
§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 22nd day of October, 2010, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.



Shelly Kay Camera  
Notary Public, State of Texas

STATE OF TEXAS

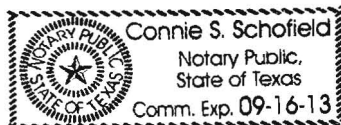
§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 8th day of November, 2010, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Connie Schofield  
Notary Public, State of Texas



## Council Agenda Item

Item 6  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: May 29, 2019
Exhibits:	<ul style="list-style-type: none"><li>• Proposed Resolution</li></ul>

### **AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2019-607, AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 8 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC. [SHELBY]

### **SUMMARY**

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

### **POSSIBLE ACTION**

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	06/13/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**RESOLUTION NO. 2019-607**  
**{ONCOR Steering Committee}**

**A RESOLUTION AUTHORIZING PARTICIPATION WITH  
THE STEERING COMMITTEE OF CITIES SERVED BY  
ONCOR; AND AUTHORIZING THE PAYMENT OF 8 CENTS  
PER CAPITA TO THE STEERING COMMITTEE TO FUND  
REGULATORY AND LEGAL PROCEEDINGS AND  
ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY  
COMPANY, LLC.**

- WHEREAS,** the City of Parker is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS,** the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS,** the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS,** the City wishes to become a member of the Steering Committee of Cities Served by Oncor; and
- WHEREAS,** the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS,** the Executive Committee in its December 2018 meeting set a budget for 2019 that compels an assessment of eight cents (\$0.08) per capita; and
- WHEREAS,** in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

**I.**

That the City is authorized to establish membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Parker and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

**II.**

The City is further authorized to pay its assessment to the Steering Committee of eight cents (\$0.08) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

**III.**

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

**PRESENTED AND PASSED** on this the 18<sup>th</sup> day of June, 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Parker, Texas.

\_\_\_\_\_  
Lee Pettie  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Shelby  
City Attorney



## Council Agenda Item

Item 7  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: June 12, 2019
Exhibits:	<ul style="list-style-type: none"><li>• Ordinance No. 459</li></ul>

### AGENDA SUBJECT

DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 775, UPDATING ORDINANCE NO. 459, SPECIFICALLY EXCLUDING/INCLUDING GROUPS (SOLICITORS AND PEDDLERS REGULATIONS). [SHELBY]

### SUMMARY

Please review Ordinance No. 459 (Solicitors and Peddlers Regulations) for discussion and possible updates, specifically excluding/including groups.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	06/13/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

## **ORDINANCE NO. 459**

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

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

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

### **Section 1. Definitions.**

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

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

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

## Section 2. Permit Requirements and Exemptions.

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

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

## Section 3. Permit for Sponsoring Juvenile Peddlers.

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

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

#### Section 4. Permit Application

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

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

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

#### Section 5. Fees

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

#### Section 6. Application Review and Permit Issuance.

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

#### Section 7. Denial of Permit.

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

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

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

#### Section 8. Permit Expiration.

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

#### Section 9. Permit Exhibition.

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

#### Section 10. Transfer Prohibited.

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

#### Section 11. Entry upon Signed Premises Unlawful and Trespass.

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

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

#### Section 12. Hours of Solicitation.

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

#### Section 13. Permit Revocation.

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

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

#### Section 14. Notice and Hearing.

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

#### Section 15. Appeals.

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

## Section 16. Enforcement.

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

## Section 17. Claims of Exemption.

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

## VIOLATIONS AND PENALTY

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

## SEVERABILITY

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

## REPEALER

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

## EFFECTIVE DATE

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

## EMERGENCY

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

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

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

David Hammel  
David Hammel, Mayor

ATTEST:

Betty McMenemy  
Betty McMenemy, City Secretary

APPROVED AS TO FORM;

James E. Shepherd  
James E. Shepherd, City Attorney



## Council Agenda Item

Item 8  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: June 12, 2019
Exhibits:	<ul style="list-style-type: none"><li>• Ordinance No. 358</li></ul>

### AGENDA SUBJECT

DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 776, UPDATING ORDINANCE NO. 358, SPECIFICALLY ADDRESSING FALSE/POWER FAILURE ALARMS (FIRE AND POLICE ALARM SYSTEMS REGULATIONS). [SHELBY]

### SUMMARY

Please review Ordinance No. 358 (Fire and Police Alarm Systems Regulations) for discussion and possible updates, specifically addressing false/power failure alarms.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	06/13/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

## ORDINANCE NO. 358

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

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

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

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

### SECTION 1. DEFINITIONS.

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

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

### SECTION 2. REGISTRATION.

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

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

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

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

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

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

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

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

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

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

An owner of an alarm system must:

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

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

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

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

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

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

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

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

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

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

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

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

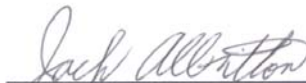
In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published in every issue of the official newspaper of the City for a period of ten (10) days but not more than twice during the said ten (10) day period. This Ordinance shall be effective from and after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

**ADOPTED** by the City Council of the City of Parker, Collin County, Texas, this the

8 day of February, 1994.

APPROVED:

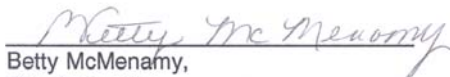
by:



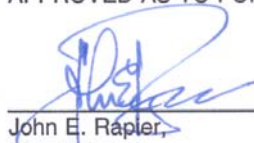
Jack Albritton,  
Mayor

ATTEST:

APPROVED AS TO FORM:



Betty McMenamy,  
City Secretary



John E. Rapler,  
City Attorney



## Council Agenda Item

Item 9  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: June 12, 2019
Exhibits:	<ul style="list-style-type: none"><li>• Ordinance No. 725</li></ul>

### AGENDA SUBJECT

DISCUSSION AND/OR ANY APPROPRIATE DIRECTION ON ORDINANCE NO. 777, UPDATING ORDINANCE NO. 725, SPECIFICALLY ADDRESSING BRUSH (STORAGE, COLLECTION AND DISPOSAL OF BRUSH AND BULKY ITEMS OF SOLID WASTE REGULATIONS). [SHELBY]

### SUMMARY

Please review Ordinance No. 725 (storage, collection and disposal of brush and bulky items of solid waste regulations) for discussion and possible updates, specifically addressing brush.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	06/13/2019 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	06/14/2019

**ORDINANCE NO. 725  
(AMENDING ORDINANCES NO. 706 and 666)**

***(Regulating Storage, Collection, and Disposal of Brush and Bulky Items of Solid Waste)***

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCES NO. 706 AND 666, REGULATING THE STORAGE, COLLECTION, AND DISPOSAL OF BRUSH AND BULKY ITEMS OF SOLID WASTE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED \$500.00 PER DAY, FOR EACH DAY OF VIOLATION; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING FOR REVOCATION OF CONFLICTING ORDINANCES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, large lots, extensive agriculture, and landscaping within the City of Parker may produce significant accumulations of brush and/or other bulky items in need of disposal; and

**WHEREAS**, the City of Parker provides a brush and bulky items solid waste disposal service to its residents, at certain regulated times during the year; and

**WHEREAS**, a property owner's storage of brush and other bulky items collected from the owner's property is a practice which may produce a physical and visual hazard for the travelling public, all against the health, safety, and welfare of the residents of the City of Parker, Texas;

**WHEREAS**, Ordinances 666 and 706 established requirements for the placement and timing of the removal of brush and bulky items, which the council now has determined should be further amended;

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

**Section 1. Bulky item regulations:**

- A. Bulky items include appliances, and other trash items too large to be contained in the residential trash bin. It is a violation of this Ordinance to place or store Bulky Items less than 25 feet from the edge of the surface of the road more than seven (7) days prior to the date such items are scheduled to be removed by the city solid waste service. The term "bulky items" does not include the brush items defined in Section 2. below.
- B. Residents are requested to place their bulky items within ten (10) feet from the edge of the roadbed within the seven day period prior to the date such items are scheduled to be removed by the city solid waste service.

**Section 2.** Brush items (including trees, tree limbs, plants, and/or leaves) may be placed within 10 feet of the edge of the surface of the road at any time during the month.

**Section 3.** All brush and bulky items must be placed by the edge of the roadbed for removal in a manner that will not create a physical or visual hazard to motorists, cyclists, or pedestrians. No portion of the brush or bulky items should touch the surface of the roadway, or protrude into the space above the roadway. No portion of the brush or bulky items should be placed in a drainage way or bar ditch of the roadway in a manner to cause an impediment to storm drainage.

**Section 4.** The date scheduled for collection by the city is not counted in the seven (7) day period. The schedule for brush and bulky item pick-up may be obtained from the City of Parker's web site, or, in the event it is not available on the web site, directly from Parker City Hall.

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

**Section 6.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance upon conviction shall be punished by a fine not to exceed the sum of \$500.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 8.** In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Parker for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 17<sup>th</sup> DAY OF ~~FEBRUARY~~, 2015.**

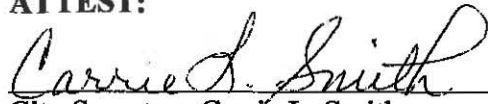
*March*



APPROVED:

*[Signature]*  
Mayor Pro Tem Levine

**ATTEST:**

  
City Secretary Carrie L. Smith

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney James E. Shepherd



## Council Agenda Item

Item 10  
C'Sec Use Only

Budget Account Code:	Meeting Date: June 18, 2019
Budgeted Amount:	Department/ Requestor: Mayor Pettle
Fund Balance- before expenditure:	Prepared by: City Staff
Estimated Cost:	Date Prepared: June 12, 2019
Exhibits:	<ul style="list-style-type: none"><li>• Proposed Ordinance</li><li>• Ordinance No. 722 (Open Space and Parks) – Sec.1 – Dissolved</li><li>• Ordinance No. 688 (Amending Code Chapter 97 P&amp;R Com.)</li><li>• Ordinance No. 683 (Amending Ord. No. 658A, P&amp;R Commission)</li><li>• Ordinance No. 658A (Amending Ord. No. 608, P&amp;R Commission)</li><li>• Ordinance No. 608 (Establishing and Regulations, P&amp;R Com.)</li><li>• P&amp;R Commission Application with Res. No. 2016-505 (B&amp;C Membership Selection)</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 766, REINSTITUTING THE PARKER PARKS AND RECREATION COMMISSION. (FORM) [PETTLE/OLSON/SHELBY] [TABLED – 10082018]

### SUMMARY

On October 8, 2018, Mayor Pettle requested an item reinstituting the Parker Parks and Recreation Commission be placed on the agenda for consideration. At that meeting, Councilmember Taylor moved to table the item until the next meeting to give the City time to announce their intent and publicize the Parks and Recreation application and other information and give our interested residents additional time to volunteer. Councilmember Standridge seconded the motion and the motion carried 4-0; Mayor Pro Tem Raney was absent.

Mayor Pettle requested the item be placed back on the agenda.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Luke Olson</i>	Date:	06/14/2019

**ORDINANCE NO. 2019-766**  
*(Parks and Recreation Commission)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING CHAPTER 97 OF THE CITY OF PARKER CODE OF ORDINANCES TO REESTABLISH THE PARKS AND RECREATION COMMISSION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker, with Ordinance No. 608, established a Parks and Recreation Commission on February 27, 2007; and

**WHEREAS**, the City Council of the City of Parker, with Ordinance No. 722, dissolved the Parks and Recreation Commission on January 20, 2015; and

**WHEREAS**, the City Council of the City of Parker finds renewed interest from the citizens of Parker, Texas and finds it in the best interest of the City of Parker to reestablish the Parks and Recreation Commission; and

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

**SECTION 1.** The Parks and Recreation Commission of the City of Parker is hereby reestablished. The provisions of Ordinance 722 dissolving the Parks and Recreation Commission are hereby repealed.

**SECTION 2.** The provisions of Ordinance 608 establishing the Parks and Recreation Commission are hereby reinstated as amended by Ordinance No. 658, 683 and 688, and codified as Sections 97.01 through 97.08 of the Municipal Code of Ordinances as follows:

**§ 97.01 COMPENSATION OF MEMBERS.**

*Members of the Commission shall serve without compensation.*

**§ 97.02 MEETINGS.**

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

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

**§ 97.03 VOTING AND QUORUM.**

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

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

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

**§ 97.05 PLACES; ALTERNATES; DUTIES OF OFFICERS.**

**(A) Places.**

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

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

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

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

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

*(1) Chairman. The Chairman shall preside at all meetings when he or she is present. The Chairman shall implement or cause to have implemented any practice or procedure in the calling of meetings, conduct of meetings, or reporting of activities that he or she considers in the best interest of the Commission and shall so inform the City Council or consult with the City Council when necessary or desirable. It shall be the responsibility of the Chairman to request from the City Administrator support activity needed from the city. It shall be the responsibility of the Chairman to submit reports to the City Council, when necessary or requested, relative to*

*such matters as Commission activity, participation by members, and any other matters deemed significant relative to the Commission's functions. The Chairman may represent the Parks and Recreation Commission at public functions.*

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

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

*(4) The Commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, and their goals for the upcoming quarter. The report on the expenditures requested and granted by the staff and City Council will be given, together with the requested expenditures for the upcoming quarter. The Commission does not have an independent budget. All expenditures are to be reviewed and approved by the City Administrator or Mayor, or their designee.*

#### **§ 97.06 POWERS AND DUTIES.**

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

*(A) Advisory capacity to Council. The primary role of the Commission shall be to advise the Council regarding the city land known as the Preserve, adjacent to City Hall. It shall act only in an advisory capacity to the City Council in all matters pertaining to nature areas, trails, open space, historical areas, public gardens, and public activity, collectively referred to as recreation, shall acquaint itself with and make a continuous study and inspection of the complete "open spaces plan" [or "nature plan"] of the city; and shall advise with the City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement and use policy of the city open space property.*

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

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

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

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

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

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

**§ 97.07 SUBCOMMITTEES.**

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

*(B) Termination. These committees may be dissolved in a like manner, or by the City Council.*

**§ 97.08 SHORT TITLE.**

*This chapter shall be commonly known and cited as the "Parks and Recreation Commission Ordinance."*

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

**SECTION 4.** This resolution shall be effective upon its execution by the Mayor.

**APPROVED AND ADOPTED this 18th day of June, 2019.**

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney

**ORDINANCE NO. 722**  
*(Open Space and Parks)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 97.11 (B) is modified as follows:

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

Section 97.12 shall be retitled as follows:

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

Section 97.14 CITY SPONSORED EVENTS shall be modified as follows:

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

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

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


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

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


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



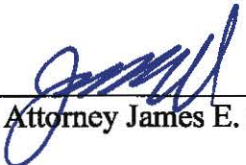
APPROVED:

  
\_\_\_\_\_  
Mayor Z. Marshall

ATTEST:

  
\_\_\_\_\_  
City Secretary Carrie L. Smith

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney James E. Shepherd

**ORDINANCE NO. 688**  
*(Amending Municipal Code of Ordinances Chapter 97  
Parks and Recreation Commission)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING THE CITY OF PARKER MUNICIPAL CODE OF ORDINANCES, CHAPTER 97: REGARDING THE PARKS AND RECREATION COMMISSION; AMENDING THE REQUIREMENT THE MEETINGS OF THE COMMISSION BE HELD AT 7:30PM; AMENDING THE NUMBER OF ALTERNATES TO THAT COMMISSION FROM 3, TO 4 ALTERNATES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Parks and Recreation Commission of the City of Parker, Collin County, Texas has reduced its full board membership from 7 members to 5; and

**WHEREAS**, the Parks and Recreation Commission has requested the City Council to expand the number of commission alternates from 3 alternates to 4;

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

**SECTION 1. AMENDMENTS TO THE PARKER MUNICIPAL CODE OF ORDINANCES, CHAPTER 97: PARKS AND RECREATION COMMISSION:**

**AMENDMENT A.** The required time of Commission meetings of 7:30PM is deleted, and § 97.02 MEETINGS (A) shall hereafter read as follows:

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

**AMENDMENT B.** The maximum number of alternates to the Parks and Recreation Commission is changed from 3 to 4, and § 97.05 PLACES; ALTERNATES; DUTIES OF OFFICERS. (B) *Alternates.* shall hereafter read as follows:

“(B) *Alternates.* A majority of the City Council may appoint 1, 2, or 3 or 4 alternates to the Parks and Recreation Commission. The terms of the alternates will be 1-year terms, unless specifically

set at the time of the appointment of the alternate as a 2-year term. An alternate may be reappointed at the discretion of the Council. Regardless of the term assigned to the alternate, the City Council may remove an alternate with or without cause at any time. Terms of alternates commence June 1 of each year. All alternates continue to serve until their successors are appointed and qualified; save and except when an alternate resigns in writing. Alternate members shall be classified as members for all purposes other than regular voting."

**SECTION 2. SEVERABILITY CLAUSE.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

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

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.


**DULY PASSED** by the City Council of the City of Parker, Collin County, Texas, on the 30<sup>th</sup> day of October, 2012.

**ATTEST:**

  
Carrie L. Smith, City Secretary



**APPROVED:**

  
Z Marshall, Mayor

**APPROVED AS TO FORM:**

  
James E. Shepherd, City Attorney

**ORDINANCE NO. 683**

*(Amending Ordinance No. 658A, Parks and Recreation Commission)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 658A, ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION, AMENDING THE TERMS OF THE PARKS AND RECREATION COMMISSION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas wishes to make the appointed terms of its Boards and Commissions consistent;

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

**SECTION 1. MEMBERS PLACES.** Ordinance 658A, Section 5 is amended to read as follows:

**“SECTION 5.**

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

Alternates are appointed for two year terms.

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

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

**SECTION 2. SEVERABILITY.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a

whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

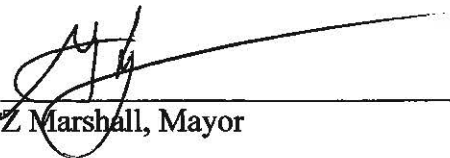
**SECTION 3. REPEALER CLAUSE.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall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

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

4th **DULY PASSED** by the City Council of the City of Parker, Collin County, Texas, on the day of September, 2012.



APPROVED:

  
Z Marshall, Mayor

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney

**ORDINANCE NO. 658**

*(Amending Ordinance No. 608, Parks and Recreation Commission)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 608, ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION, REDUCING THE PARKS AND RECREATION COMMISSION FROM SEVEN TO FIVE MEMBERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE, AND ESTABLISHING A REPORTING REQUIREMENT.**

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas has reviewed the historical trends regarding the Parks and Recreation Commission; and

**WHEREAS**, a reduction from a seven-member to a five-member Parks and Recreation Commission would allow additional volunteers to be appointed to fill all board and commission vacancies; and

**WHEREAS**, this reduction will take place through attrition by voluntary resignation of Commission members at their own volition, expiration of their terms, and/or removal by the City Council; and

**WHEREAS**, the Parks and Recreation Commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, their goals for the upcoming quarter, and a budget report; and

**WHEREAS**, a special meeting of Parks and Recreation may be called only with the consent of the Chair, the Vice Chair, and the Council Liason.

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

**SECTION 1. SPECIAL MEETINGS.** Ordinance 608, at Section 2 (b) is amended to read as follows:

“SECTION 2.

(b) Special Meetings. A special meeting may be called with the agreement of the chair, vice-chair, and Council Liaison.”

**SECTION 2. MEMBERS PLACES.** Ordinance 608, Section 5 is amended to read as follows:

**“SECTION 5.**

- (a) Places. Prior to 2012, the Parks and Recreation Commission for the City of Parker shall consist of seven members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 2, 3 and 4 shall have two year terms expiring May 31 in odd years. Places 5, 6 and 7 shall be for two years, expiring on May 31 in even years. Alternates are appointed for one year terms, commencing June 1 of each year. There are no term limits for appointees. Upon the passage of this Ordinance, the Council may designate, or re-designate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms. Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of this Ordinance continues in that Place through May of the even, or odd, year for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

The City Council has determined that the Board will be reduced from seven members to five members on or before the expiration of the terms in 2012. The City Council may exercise any combination of resignations, term expirations, or terminations in order to meet that goal.”

**SECTION 3. POWERS AND DUTIES.** Ordinance 608, Section 6, is amended to add Section (g) as follows:

**“SECTION 6.**

- (g) The commission will provide a quarterly report to the City Council, detailing their actions for the previous quarter, and their goals for the upcoming quarter. The report on the expenditures requested and granted by the staff and City

Council will be given, together with the requested expenditures for the upcoming quarter. The commission does not have an independent budget. All expenditures are to be reviewed and approved by the City Administrator or Mayor, or their designee."

**SECTION 4. SEVERABILITY.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

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

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

5th **DULY PASSED** by the City Council of the City of Parker, Collin County, Texas, on the day of October, 2010.

APPROVED:

\_\_\_\_\_  
Joe Cordina, Mayor

ATTEST:

Carrie L. Smith  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney

ORDINANCE NO. 608

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS, REGARDING ESTABLISHMENT AND REGULATIONS FOR THE PARKS AND RECREATION COMMISSION OF THE CITY OF PARKER; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE, AND PROVIDING A SEVERABILITY CLAUSE.**

**WHEREAS**, the City of Parker City Council has determined the City should establish a Parks and Recreation Commission as an advisory commission to the City Council, and provide regulations for same; and

**WHEREAS**, the primary function of the Parks and Recreation Commission will be the advice and assistance to the City in the open space area known as the "Preserve," adjacent to City Hall; and

**WHEREAS**, the City of Parker has determined that codification of its ordinances will help eliminate repetitive or conflicting provisions of the City's ordinances; and

**WHEREAS**, some portions of the City's ordinances with regard to the Parks and Recreation Commission (the "Commission" and/or the "Conservancy") as the prior board are either in conflict, or in need of modification;

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

**SECTION 1. Compensation of Members.** Members of the Commission shall serve without compensation.

**SECTION 2. Meetings.**

(a) Regular Meetings. The Commission shall meet at least bi-monthly. Such bi-monthly meeting shall be on the last Wednesday of every other month at 7:30 p.m. in the City Hall unless another time, date and place be designated by the chairman, and all members of the Commission notified at least seven days in advance. Regular meetings shall be in the months of January, March, May, July, September and November. The regular meeting in November may be set each year by resolution of the Commission as the first, second, third or fourth Wednesday of November to avoid conflict with the Thanksgiving holidays.

(b) Special Meetings. Special meetings may be called by the chairman or by written request sent to the chairman or vice chairman by three members of the Commission.

**SECTION 3. Voting and Quorum.** All questions presented for a vote of the Parks and Recreation Commission shall be decided by a simple majority of those present. A meeting may not be held unless a majority of the members are in attendance.

**SECTION 4. Attendance of City Administrator and/or City Council Liaison.** The City Administrator and/or City Council Liaison may be in attendance at Commission meetings as required by the City Council. The City Administrator may have other members of the staff in attendance at Commission meetings when required or requested by the Commission. The City Administrator may participate in meetings to provide staff assistance, reports and recommendations as requested by the Commission.

**SECTION 5.**

(a) Places. The Parks and Recreation Commission for the City of Parker shall consist of seven members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 2, 3 and 4 shall have two year terms commencing June 1, 2007, and ending May 31, 2009. Places 5, 6 and 7 shall have one year terms starting June 1, 2007, and ending May 31, 2008. Thereafter, places 5, 6 and 7 shall be for two years, with the first being June 1, 2008, through May 31, 2010. Alternates are appointed for two year terms, commencing June 1 of each year. There are no term limits for appointees. Upon the passage of this Ordinance, the Council may designate, or redesignate, current members, and/or any members to be appointed, into each Place, with the appropriate provisions as to the fulfillment of any unexpired terms. Unless otherwise designated by the City Council, the Commission member serving in a designated Place upon the passage of this Ordinance continues in that Place through May of the even, or odd, year for that Place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

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

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

(1) Chairman. The chairman shall preside at all meetings when he is present. The chairman shall implement or cause to have implemented any practice

or procedure in the calling of meetings, conduct of meetings, or reporting of activities that he considers in the best interest of the Commission and shall so inform the City Council or consult with the City Council when necessary or desirable. It shall be the responsibility of the chairman to request from the City Administrator support activity needed from the City. It shall be the responsibility of the chairman to submit reports to the City Council, when necessary or requested, relative to such matters as Commission activity, participation by members, and any other matters deemed significant relative to the Commission's functions. The chairman may represent the Parks and Recreation Commission at public functions.

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

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

**SECTION 6. Powers and Duties.** The Commission shall have the following powers and perform the following duties:

(a) Advisory capacity to council. The primary role of the Commission shall be to advise the Council regarding the City land known as the Preserve, adjacent to City Hall. It shall act only in an advisory capacity to the City Council in all matters pertaining to nature areas, trails, open space, historical areas, public gardens, and public activity, collectively referred to as recreation, shall acquaint itself with and make a continuous study and inspection of the complete "open spaces plan" [or "nature plan"] of the City; and shall advise with the City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement and use policy of the City open space property.

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

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

(d) Rules and Regulations for Conduct of Business. It shall follow the rules and regulations prescribed by the City Council for the conduct of its business.

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

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

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

#### **SECTION 7. Subcommittees.**

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

(b) Termination. These committees may be dissolved in a like manner, or by the City Council.

**SECTION 8. Short Title.** This article shall be commonly known and cited as the "Parks and Recreation Commission Ordinance."

**SECTION 9. Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Park* means an open space, a park, or any other area in the City owned or used by the City, and devoted to active or passive recreation, including all planted expressways, parkways, and right-of-ways maintained by the City.

*Recreation* means those matters defined in 6(a) above.

*Vehicle* means any conveyance employing wheels, track-laying devices, runners, fans, or propellers, whether motor-powered, animal-drawn, or self-propelled. The term shall include trailers of any size, kind or description. Exceptions are made for baby carriages and vehicles in the service of the City.

## **SECTION 10. Enforcement.**

(a) Officials. The City Administrator, park attendants designated by the City Administrator, and police department shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

(b) Ejectment. The City Administrator, park attendants designated by the City Administrator, and any member of police department shall have the authority to eject from the park any person acting in violation of this article.

(c) Seizure of Property. The City Administrator, park attendants designated by the City Administrator, or any member of police department shall have the authority to seize and confiscate any property, thing or device in the park used in violation of this article.

**SECTION 11. Unlawful Acts.** Within the limits of any City park, or designated City open space, it shall be unlawful for any person to do any of the acts hereinafter specified, except as may be otherwise provided:

(a) To ride, drive, or go on any drive or street in any park at a speed greater than the posted speed limits, upon any bicycle, motorcycle, automobile, or any other vehicle whatsoever, or to ride or drive any such motorcycle, automobile, or other motorized vehicle upon any sidewalk, hike, or jogging trail or walk, except in designated areas.

(b) To damage, move, alter, cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, equipment, or other structure, apparatus or property, or to pluck, pull up, cut, take, or remove any shrub, bush, plant or flower, or to mark or write upon, paint, or deface in any manner, any building, monument, fence, bench, equipment or other structure.

(c) To cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer.

(d) To make or kindle a fire except in picnic stoves, braziers, fire pits, or designated areas provided for that purpose.

(e) To place, abandon, or leave garbage, cans, bottles, papers, or other refuse in any park except in proper waste receptacles.

(f) To participate or engage in any activity in any park area when such activity will create a danger to the public or may be considered a public nuisance.

(g) To camp overnight, without written permission of the City Administrator or Mayor.

(h) To possess or consume any alcoholic beverage.

(i) To disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition.

(j) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device.

(k) To sell or offer for sale any food, drinks, confections, merchandise, or services.

(l) To place or dump any trash, refuse, solid waste, grass clippings, leaves, or other objectionable or unsightly matter in any park.

(m) To conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Administrator or Mayor or which conflicts with a scheduled activity or event authorized by the City Administrator or Mayor.

One or more of the rules above may be waived, in advance, in writing, by the Mayor or City Administrator.

**SECTION 12. Use of Commercial Vehicles, Etc.** All vehicles used for the purpose of transporting freight and merchandise, or brick, stone or gravel, and all those commonly known as floats, moving wagons, express or delivery wagons are prohibited from entering upon or being driven through any of the public parks of the City, except by special permission of the Mayor or city administrator subject to appropriate conditions and safeguards.

**SECTION 13. Parking Vehicles.** No vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within any park area unless signs permit. Parking is to be done in areas set aside for this purpose only. In areas having no parking set aside, all parking will take place outside of the boundary or curblin, where existing. Where parking stalls have been designated, all vehicles shall be parked on such lots within and between the lines designating a single vehicle parking space and not otherwise. Where parking lots or areas within public parks of the City have been designated for head-in parking to front on a visible parking line without delineated single vehicle spaces, the front of the vehicle shall be placed on the parking line and as near as practicable to the side of the last parked vehicle in line. No vehicle shall be parked or left behind any other vehicle in the parking line or back of such parking line in any manner so as to obstruct, block or hinder ingress or egress from the line. Officers of the police department of the City shall issue to violators of this section traffic tickets or notices to answer to charges in the manner prescribed by the applicable ordinances and the case shall proceed in accordance with such applicable sections. Where a vehicle is parked or left in violation of this section in such a manner as to obstruct or block traffic, and the owner or operator of the vehicle cannot be found, police officers of the City may move the vehicle so that traffic will not be impeded. No variation to the requirements of this section shall be allowed except by special permit issued by the City Administrator.

**SECTION 14. City Sponsored Events.** City sponsored events or use of park and park facilities may be exempted from the requirements contained in sections 13, 14 and 15 upon written approval by the City Administrator or Mayor.

**SECTION 15. Park Facilities.**

(a) Use of park facilities for group sponsored events and games must be prescheduled with and approved by the City Administrator or Mayor.

(b) The City Administrator or Mayor shall have the authority to issue special permits, grant exceptions, or waivers to any of the terms of section 13 for authorized events and activities.

(c) No person shall advertise an event, meeting or activity or the time, permitted hours, or usage of an event, meeting, or activity to be held or conducted in a park facility unless such event, meeting or activity and advertisement of such event, meeting, or activity and the time, permitted hours, or usage have been approved by the City Administrator or Mayor.

**SECTION 16. Damages and Cost of Services.** The person, group, organization or entity reserving the use of a park facility shall be responsible for all damages to City property and for the cost of any park maintenance services, emergency or public safety services including police and fire, provided to, at or dispatched to the park facility as a result of such person's, group's or the organization's misuse, improper or unlawful use of the park facility.

**SECTION 17. Severability Clause.** If any word, phrase, paragraph, section or portion of this ordinance is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the ordinance shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the ordinance as a whole.

**SECTION 18. Penalty Clause.** Any person, firm or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances, as amended hereby, shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Parker, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.

**SECTION 19. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication, and it is so ordained.

**DULY PASSED** by the City Council of the City of Parker, Texas, on the 27<sup>th</sup> day of February, 2007.



APPROVED:



Joe Cordina, Mayor Pro-Tem

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney



## BOARD OR COMMISSION APPLICATION

---

All applications are date stamped at the time submitted. Applications will be kept on file with the City Secretary for a period of 12 months.

Please read Resolution No. 2019-598 beginning on page 3 carefully regarding the appointment process.

All questions are to be directed to City Secretary Patti Scott Grey at 972-442-6811 or by email at [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us).

Please complete thoroughly and print legibly in ink or type.

### --- Parks and Recreation Commission

Please answer the following questions:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Spouse's Name (Optional): \_\_\_\_\_

Email Address: \_\_\_\_\_ Best Method to Contact You: \_\_\_\_\_

Resident of Parker for \_\_\_\_\_ Years Are you a registered voter?: \_\_\_\_\_

*Residency requirements: 12 months residing in the City of Parker.*

Are you related to any City employee and/or City Councilmember? ☐ YES ☐ NO

If yes please provide name and position: \_\_\_\_\_

Occupation: \_\_\_\_\_

Education: \_\_\_\_\_

Work Experience Applicable to the City Boards or Commissions to which you are applying:

---

---

---

Special Knowledge or Experience Applicable to the City Boards/Commissions to which you are applying:

---

---

---

Previous Volunteer Experience (Religious, Civic, Youth, etc.):

---

---

---

Have you attended any meetings of the board/commission for which you have applied? \_\_\_\_\_

Please tell us briefly why you wish to serve as a volunteer and how your past business and/or work experience qualifies you:

---

---

---

---

---

---

---

---

---

---

---

**A resume may be attached if you wish to provide more information.**

In the event that I am placed as a volunteer with the City of Parker, I understand that I will be required to comply with all the City's rules, policies and regulations. I fully understand that if my services are no longer needed, or my performance is not acceptable, for any reason, the City of Parker has the right to terminate my appointment at any time, with or without notice.

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

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us)

**NOTE: Information on this application is subject to the Texas Public Information Act.**

*Individuals appointed to serve on a board/commission/committee will be required to complete two hours of training relative to the Texas Open Meetings Act and Public Information Act.*

**RESOLUTION No. 2019-598**  
*(Boards and Commissions Membership Selection)*  
*(Repealing Res. 2016-505)*

**A RESOLUTION DEFINING A SELECTION PROCESS FOR  
APPOINTEES TO BOARDS AND COMMISSIONS OF THE CITY OF  
PARKER, COLLIN COUNTY, TEXAS.**

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas desires to expand the involvement of residents of the City of Parker on the boards and commissions appointed by the City Council.

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

**SECTION 1.** Candidate Pool. The Parker City Council will seek to appoint the best qualified candidate to each of the boards and commissions of the City. Candidates may be considered from:

- Existing Board and Commission Alternates who are interested in becoming voting board or commission members on which they serve as an alternate,
- Members of other boards or commissions who are interested in transferring to the open board or commission
- Recent board or commission applicants
- Citizens of Parker who are not yet on a board or commission,

**SECTION 2.** Simultaneous Membership Prohibition. In order to promote diverse membership among the boards and commissions, no individual resident shall serve on more than one board or commission simultaneously, unless no other qualified candidates are available. If no qualified candidates are immediately available, the City will seek new applicants, through website notifications, announcements at Council meetings, discussions with Board and Commission chairpersons, and through requests of citizens. If, after 30 days of searching, no qualified candidates are available, then an individual who is already serving on one Board or Commission may be appointed to another Board or Commission, with the preferred appointment as an alternate member. However, no one individual shall serve simultaneously as a member on both Planning and Zoning Commission and Zoning Board of Adjustments.

**SECTION 3.** Qualification Process.

- 1) City Staff will check candidates for basic qualifications such as; residency, other Board membership in Parker, etc.
- 2) Staff will present qualified candidates to each Board if requested, and to Council.
- 3) The Council will review the recommendations and may select Applicants for interviews. Interviews for the Zoning Board of Adjustments may be held either in open or executive session. All other interviews will be in open session.

**SECTION 4.** Officer Appointment Process. Council will appoint Board Officers after seeking input from existing Boards or Commission members, if possible.

**SECTION 5.** The Home Rule Charter Commission ("HRCC") or any future Home Rule Charter Review Committee ("HRCC") shall be considered exempt from the requirements and restrictions of this Resolution. Membership criteria and selection of members to the HRCC or HRCRC shall be determined by the City Council.

**SECTION 6.** This resolution is effective upon its passage. Resolution 2016-505 is repealed and restated by this resolution.

**APPROVED AND ADOPTED** this 19th day of March, 2019.



  
Lee Pettle, Mayor

ATTESTED:

  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

  
Brandon Shelby, City Attorney

CITY COUNCIL  
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2019</b>			
TBD	Municipal Complex Update		General Update from time to time
TBD	Transportation Update	Standridge	
TBD	Home Rule		
TBD	International Building Codes	Machado	2018 0920 PWD GM working toward update
TBD	Staff Contract Policy	Shelby/Olson	10/08/2018 CC Mtg
TBD	CIP - ( <del>Drainage Committee</del> ) Update	Taylor/Machado	
TBD	Comprehensive Plan	Council	discussion requested 3/17
TBD	Annual Codification Supplement	C'Sec	March
TBD	2019 City Fee Schedule	Savage	2015-16 Approved 2/29; added 2016-17 to FAI
<del>Feb, May, Aug., Nov.</del>	Republic Waste Report		<del>2016 1018</del> REQUIRED PER ORDINANCE AND AGREEMENT.
<del>Feb, May, Aug., Nov.</del>	Fire Dept. Report	Sheff/Miller/Flo wers	
<del>Feb, May, Aug., Nov.</del>	Investment Report	Savage	
July	Paramedic Ambulance Service w-ETMC Coalition	Sheff	Res2014-460 - 5 yr contract - <b>Expires 20191001 Automatic Renewal, If no, written notice 120 days</b>
July 2, 2019	Alarm Ordinance (not alarm fee)	Pettie	ORDINANCE NO. 358, if suggestions from 6/18 CC
July 2, 2019	Peddlers/solicitors Ordinance	Pettie	ORDINANCE NO. 459, if suggestions from 6/18 CC
July 2, 2019	<b>Brush/Bulky</b> Items	Pettie	ORDINANCE NO. 725, if suggestions from 6/18 CC
July 2, 2019	Budget Amendments, if necessary	Savage	Work in Progress

CITY COUNCIL  
FUTURE AGENDA ITEMS

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
July 2, 2019	Annual Street Maintenance 2019 - Award Bid	Machado/Olson	DMN - 20190609 & 20190616
July 2, 2019	Gregory Lane Culver Replacement - Award Bid	Machado/Olson	DMN - 20190609 & 20190616
July 16, 2019	IT Services	Olson/Savage	Work in Progress
July	2018-2019 ANNUAL ROAD MAINTENANCE PROJECT or any other bids	Gary	Gary checking with Birkhoff
July	Atmos	Shelby	Res. No. 2018-564 - 03202018
Double Check	Award Annual Street Maint. Contract	Gary/Birkhoff	
July	Res.to add a Municipal Court Alt. Judge (Moore)	Olson/Newton	2019 0116 0605 Res2018-573 Appmnt of Municipal Court Officials Update
July	Depository Services Bid - check w/GS	Savage-5/14	Resolution 2015-467 - 12/31/2017 - ANB w/3-1yr renewals per JB see agr she has starting 18, 19, 20
July	SUP - P&Z 5/23 - <b>Canceled - On Hold</b>	Shelby/Machado	
July	Res. Updating maps, e.g. Zoning, Annexation, Waterline, etc.	Gary	20190116 working with Ken, w/CEJB's office