



AGENDA

CITY COUNCIL MEETING

DECEMBER 8, 2020 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Special Meeting on Tuesday, December 8, 2020 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

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 9, 2020, 6 PM

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

1. APPROVAL OF MEETING MINUTES FOR NOVEMBER 10, 2020. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 17, 2020. [SCOTT GREY]

individual consideration items

3. DISCUSSION AND APPROPRIATE ACTION ON CHANGING THE REGULAR CITY COUNCIL MEETING FROM JANUARY 5, 2021 TO JANUARY 12, 2021. [PETTLE]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-643, IMPLEMENTING AN AWARDS AND LONGEVITY PROGRAM. [OLSON] [TABLED – 09152020 and 11172020]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-645 AWARDING THE 2020 ANNUAL MOWING CONTRACT. [MACHADO/OLSON/SHELBY] [NOT TABLED, BUT LACK OF A MOTION – 10062020 AND TABLED 11172020]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-649 FOR NEWSLETTER COMMITTEE APPOINTMENTS. [PETTLE]

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-654, MAKING APPOINTMENTS TO THE PARKS AND RECREATION COMMISSION. [PETTLE] **[TABLED 11172020]**
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-655, APPOINTING JUSTIN MILLER ASSISTANT FIRE CHIEF. [SHEFF]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-656, REGARDING A BANK DEPOSITORY AGREEMENT. [SAVAGE]
10. DISCUSSION, CONSIDERATION AND ANY APPROPRIATE ACTION ON SALES TAX. [MEYER]
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONATION ACCEPTANCE FROM REPUBLIC WASTE FOR THE LIGHT TOWERS. [PETTLE/OLSON]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONATION ACCEPTANCE FROM JAMIE AND LEANN TURRENTINE. [PETTLE/OLSON]
13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-657 TO POSTPONE COMMENCEMENT OF FIRE DEPT. DISPATCH SERVICES FROM OCTOBER 1, 2020 UNTIL JANUARY 1, 2021 AND TO EXTEND THE CURRENT FIRE DEPT. DISPATCH AGREEMENT WITH THE CITY OF PLANO. [SHEFF]
14. DISCUSSION AND APPROPRIATE ACTION ON POSSIBLY CANCELING THE DECEMBER 15, 2020 REGULAR CITY COUNCIL MEETING. [PETTLE]

ROUTINE ITEMS

15. FUTURE AGENDA ITEMS

UPDATE(S):

- FACILITY [PETTLE]
- NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]
- ACCEPTANCE OF FOOD DONATION(S) FOR POLICE, FIRE, AND CITY STAFF DUE TO COVID-19 FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

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

16. 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).

17. RECONVENE REGULAR MEETING.

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

19. 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 December 4, 2020 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Council Agenda Item

Item 1-0
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	<ul style="list-style-type: none">• None

AGENDA SUBJECT

ITEMS OF COMMUNITY INTEREST

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 9, 2020, 6 PM

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



Council Agenda Item

Item 1
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: November 19, 2020
Exhibits:	<ul style="list-style-type: none">• <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 10, 2020. [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 prior to the City Council meeting.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



MINUTES
CITY COUNCIL MEETING
NOVEMBER 10, 2020

The Council meeting was open to the public. The City of Parker provided disposable face masks and hand sanitizer. Citizens were told, if they felt uncomfortable attending the meeting in person, they should send public comments to the City Secretary at PGrey@parkertexas.us prior to 3:00 PM the day of the meeting.

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 (Mayor Re-elect) called the meeting to order at 7:00 p.m. Councilmembers Diana M. Abraham, Cindy Meyer, Edwin Smith Ed Standridge and Patrick Taylor and Council elect members Michael Slaughter and Terry Lynch 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, Public Works Director Gary Machado, Fire Chief Mike Sheff, Fire Division Chief Justin Miller, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Mayor Pro Tem Ed Standridge led the pledge.

TEXAS PLEDGE: Jason Bales 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. 2020-646 CANVASSING THE ELECTION RETURNS AND DECLARATION OF RESULTS OF AN ELECTION HELD IN THE CITY OF PARKER, TEXAS ON NOVEMBER 3, 2020. [SHELBY/SCOTT GREY]

The election was held on November 3, 2020 to elect a Mayor and two Councilmembers at large. The final certification document and official November 3, 2020 election results from Collin County Elections Administrator Bruce Sherbet are, as follows:

FOR MAYOR:

Lee Pettle

2,256

FOR CITY COUNCIL:

Edwin Smith

941

Michael Slaughter	1,571
Terry Lynch	1,485

Mayor Lee Pettle ran unopposed. Michael Slaughter and Terry Lynch received the highest number of votes of the three candidates for the two contested offices of City Councilmember. Therefore, Lee Pettle is hereby declared as re-elected Mayor and Michael Slaughter and Terry Lynch are hereby each declared as elected as City Councilmembers. All are to serve immediately after qualifying for the terms commencing November 10, 2020.

MOTION: Councilmember Taylor moved to approve Resolution No. 2020-646 with final numbers received November 10, 2020 just prior to tonight's meeting. Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0. (See Exhibit 1 - Collin County Elections Administrator Bruce Sherbet's final certification document and official November 3, 2020 election results, dated November 10, 2020.)

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION OF ORDINANCE NO. 797, CANVASSING THE RETURNS OF A BOND ELECTION HELD IN THE CITY ON NOVEMBER 3, 2020. [SHELBY/BOND COUNSEL]

Proposition A "has not received a favorable majority vote, and that such proposition therefore has not passed, and that the aforesaid bonds may not be issued, and the aforesaid bond tax may not be levied, assessed and collected annually." (See Exhibit 1 - Collin County Elections Administrator Bruce Sherbet's final certification document and official November 3, 2020 election results, dated November 10, 2020.)

MOTION: Councilmember Taylor moved to approve Ordinance No. 797, canvassing the returns of a bond election held in the City on November 3, 2020. Councilmember Smith seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

3. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIALS MAYOR LEE PETTLE, COUNCILMEMBER MICHAEL SLAUGHTER, AND COUNCILMEMBER TERRY LYNCH. [SCOTT GREY]

City Secretary Scott Grey administered the Oath to re-elected Mayor Lee Pettle. Mayor Pettle administered the Oaths of Office to newly elected Councilmembers Michael Slaughter and Terry Lynch. The Councilmembers took their seats at the dais.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-647, APPOINTING THE 2020-2021 MAYOR PRO TEM. [PETTLE]

MOTION: Councilmember Abraham moved to approve Resolution No. 2020-647, appointing Councilmember Standridge to the position of Mayor Pro Tem. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

5. PRESENTATION RECOGNIZING FORMER COUNCILMEMBER PATRICK TAYLOR AND COUNCILMEMBER EDWIN SMITH FOR THEIR SERVICE FOR THE CITY OF PARKER. [PETTLE]

Mayor Pettle presented plaques to outgoing Councilmembers, Patrick Taylor and Edwin Smith, thanking them for their service to the City and expressing they will be missed. The Mayor and Council then adjourned the meeting for a reception to welcome new Councilmembers Terry Lynch and Michael Slaughter and to say goodbye to outgoing Councilmembers Edwin Smith and Patrick Taylor.

ROUTINE ITEMS

6. ADJOURN TO RECEPTION WELCOMING OUR NEW COUNCILMEMBERS AND SAYING GOODBYE TO THOSE LEAVING US AT THIS TIME AT 7:15 PM.

RECEPTION FOR THE
OUTGOING ELECTED OFFICIALS
AND
WELCOMING THE NEW COUNCILMEMBERS

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED:

Mayor Lee Pettle

Approved on the 8th day
of December, 2020.

STATE OF TEXAS

§

CANVASS OF THE
CITY OF PARKER
GENERAL AND SPECIAL
ELECTION

COUNTY OF COLLIN

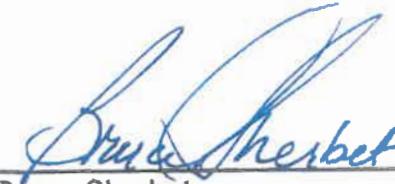
§

November 3, 2020

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 November 3, 2020 City of Parker General and Special 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 November 2020.



Bruce Sherbet
Bruce Sherbet
Elections Administrator
Collin County

Summary Results Report
City Of Parker General and Special Elections
November 3, 2020

Combined Accumulated Totals
Final Results
Collin County, Tx

Mayor CITY OF PARKER
 Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Mail
Lee Pettle	2,256	100.00%	107	2,007	142
Total Votes Cast	2,256	100.00%	107	2,007	142
Overvotes	0		0	0	0
Undervotes	1,020		54	898	68
Contest Totals	3,276		161	2,905	210

Councilmember-At-Large CITY OF PARKER
 Vote For 2

	TOTAL	VOTE %	Election Day	Early Voting	Mail
Edwin Smith	941	23.54%	44	823	74
Michael Slaughter	1,571	39.30%	64	1,434	73
Terry Lynch	1,485	37.15%	62	1,332	91
Total Votes Cast	3,997	100.00%	170	3,589	238
Overvotes	0		0	0	0
Undervotes	2,555		152	2,221	182
Contest Totals	6,552		322	5,810	420

Proposition A CITY OF PARKER
 Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Mail
For	1,271	40.23%	54	1,153	64
Against	1,888	59.77%	99	1,658	131
Total Votes Cast	3,159	100.00%	153	2,811	195
Overvotes	0		0	0	0
Undervotes	117		8	94	15
Contest Totals	3,276		161	2,905	210



Council Agenda Item

Item 2
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: November 19, 2020
Exhibits:	<ul style="list-style-type: none">• <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 17, 2020. [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 prior to the City Council meeting.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



MINUTES
CITY COUNCIL MEETING
NOVEMBER 17, 2020

The Council meeting was open to the public. The City of Parker provided disposable face masks and hand sanitizer. Citizens were told, if they felt uncomfortable attending the meeting in person, they should send public comments to the City Secretary at PGrey@parkertexas.us prior to 3:00 PM the day of the meeting.

Council Meeting 11/17/2020

Tue, Nov 17, 2020 7:00 PM - 1:00 AM (CST)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/490162653>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 490-162-653

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 7:02 p.m. Councilmembers Diana M. Abraham, Terry Lynch, Cindy Meyer, Ed Standridge and Michael Slaughter were present.

Staff Present: City Administrator Luke Olson (attended virtually)*, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage (attended virtually)*, City Attorney Brandon Shelby, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E., and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Gregor Ulteig led the pledge.

TEXAS PLEDGE: Ling Shurtz 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.

Ling Shurtz, 4004 Dublin Road, a long-time resident of Parker, said Proposition A was voted down, because there was not tax data and no needs assessment. Mrs. Shurtz said she is not against a facility, especially for the Parker Police Department. She asked, "What happens now?"

Honey Goel, 4602 Boulder Drive, thanked the Mayor and City Council for their service and said he would be happy to serve on a Facilities Committee.

Ellis "Skip" Cave, 4407 Springhill Estates Drive, said he is a Homeowners' Association (HOA) President and involved with Information Technology (IT) Services. Mr. Cave said he has experience with municipal buildings, Parker is not considered a low tax City, and he feels a comprehensive comparative study of Parker to establish the number of people now and in the next twenty (20) years would be helpful. He suggested using North Texas Council of Governments, which the City of Parker is a member to provide helpful information.

Richard Williams, 5105 Englenook Drive, said he was against the Bond (Proposition A) even though we do need a new Police facility and City Hall. Mr. Williams said residents should be heard and suggested a committee should be formed with residents to design the facility. He asked that no outsiders be on the committee.

Joe Cordina, 4302 Boulder Drive, said on October 6, 20210, Parker resident Elvis Nelson said once the City loses the Bond Proposition A, the City should immediately establish a committee to prepare and design a facility. This would be a new beginning with citizens all on the same page from day one.

Elvis Nelson, 5802 Corinth Chapel, indicated this would be the fourth time he has come forward to speak about the proposed Municipal Complex. Mr. Nelson said he was against it because it was not developed correctly with little or no Parker citizen involvement. He did not feel there was any attention to citizen input previously. A committee should be setup to establish methodology for moving forward.

Jim Douglas, 5005 Hackberry Lane, a 44-year resident of Parker, said he was against the new facility and the Bond (Proposition A). Mr. Douglas said he has seen mistakes in other cities and their municipal buildings. He said he does not think the City of Parker can double its current population. The plan for the Proposed Municipal Complex was not done correctly and the architect involved had never completed a City Hall previously. He asked why the new facility was so big and suggested a committee be formed to move forward. Mr. Douglas asked that the committee consider using the current City Hall for the police station.

The following resident's email was read into the record:

Andy Redmond, 7275 Moss Ridge Road, expressed concern regarding proposed Resolution No. 2020-638, providing for the execution of an agreement between the City of Parker and Swagit Productions, LLC, specializing in providing hands-free video streaming and broadcast solutions for local, state and federal governments and the proposed City Municipal Complex. (See Exhibit 1 – Andy Redmond's email, dated November 17, 2020.)

ITEMS OF COMMUNITY INTEREST

- HOLIDAZE – FAMILY HOLIDAY EVENT – SUNDAY, NOVEMBER 29, 2020, 4-6 PM
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 9, 2020, 6 PM

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

1. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 9, 2020. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 15, 2020. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR OCTOBER 6, 2020. [SCOTT GREY]
4. INVESTMENT QUARTERLY REPORT. [SAVAGE]
5. REPUBLIC WASTE MONTHLY REPORT. [BERNAS]
6. DEPARTMENTAL REPORTS - ANIMAL CONTROL (JUL, AUG, & SEPT), BUILDING/CODE (SEPT & OCT), COURT (SEPT & OCT), FINANCE (monthly financials) (SEPT & OCT), FIRE (3RD QTR), POLICE (SEPT & OCT), AND WEBSITE (SEPT & OCT)

Councilmember Slaughter asked that item #5, accepting Republic Waste Monthly report, be removed from the consent agenda further discussion.

Councilmember Lynch asked that item #1, approving the September 9, 2020 meeting minutes, be removed from the consent agenda for further discussion.

Councilmember Lynch said she would like to correct the September 9, 2020 City Council meeting minutes to reflect her comments on page 3, as follows:

From:

Terry Lynch, 5809 Middleton Drive, commented she thought this budget is much better, an excellent job. Mrs. Lynch said she did not think salaries should be budgeted at 5% especially when the Consumer Price Index (CPI) is one percent (1%) and ~~other cities~~ are losing jobs and salaries due to the economy. She indicated she preferred budget actuals, not five percent (5%).

To:

Terry Lynch, 5809 Middleton Drive, commented she thought this budget is much better, an excellent job. Mrs. Lynch said she did not think salaries should be budgeted at 5% especially when the Consumer Price Index (CPI) is one percent (1%) and ~~people~~ are losing jobs and salaries due to the economy. She suggested the budget should be closer to the CPI.

MOTION: Mayor Pro Tem Standridge moved to approve the September 9, 2020 special meeting minutes, as amended. Councilmember Meyer seconded with Councilmembers Meyer and Standridge voting for the motion. Motion carried 2-0.

MOTION: Councilmember Abraham moved to approve consent agenda items 2, 3, 4 and 6 as presented. Councilmember Meyer seconded with Councilmembers Abraham, Meyer, and Standridge voting for the motion. Motion carried 3-0.

Mayor Pettle asked Councilmember Slaughter to state his issue and/or concerns with the Republic Waste Monthly Report. Councilmember Slaughter said he had questions or wanted clarification on the Republic Waste Report, which shows bulk

trash for the entire year, although there was a period Republic did not pick up. Mr. Slaughter said he was curious as to how that number was derived. City Administrator Olson said the numbers were from the amount of left-over bulk that was picked up from various neighborhoods throughout the City of Parker.

MOTION: Councilmember Meyer moved to accept the Republic Waste Monthly Report. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-638, PROVIDING FOR THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND SWAGIT PRODUCTIONS, LLC, SPECIALIZING IN PROVIDING HANDS-FREE VIDEO STREAMING AND BROADCAST SOLUTIONS FOR LOCAL, STATE AND FEDERAL GOVERNMENTS. [OLSON] **[TABLED – 08042020]**

Swagit Productions would be used to video stream and broadcast City of Parker board, council and commission meetings, with the cost of equipment being \$46,560 and annual management service cost of \$27,120. The City would use CARES ACT funds and try the system and equipment for one-year. After one-year, the City could decide to continue use, terminate use and retain the equipment or even negotiate a different setup.

MOTION: Councilmember Abraham moved to approve Resolution No. 2020-638, providing for the execution of an agreement between the City of Parker and Swagit Productions, LLC, specializing in providing hands-free video streaming and broadcast solutions for local, state and federal governments. Mayor Pro Tem Standridge seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-643, IMPLEMENTING AN AWARDS AND LONGEVITY PROGRAM. [OLSON] **[TABLED – 09152020]**

Mayor and Council indicated the item was not complete and they would like additional information, especially with regard to the Longevity Program.

MOTION: Councilmember Abraham moved to table Resolution No. 2020-643, implementing an Awards and Longevity Program. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-645 AWARDING THE 2020 ANNUAL MOWING CONTRACT. [MACHADO/OLSON/SHELBY] **[NOT TABLED, BUT LACK OF A MOTION – 10062020]**

Mayor and Council indicated the contract needed corrections and additional review.

MOTION: Councilmember Meyer moved to table Resolution No. 2020-645 awarding the 2020 Annual Mowing Contract. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-648 APPOINTING 2020-2022 COURT OFFICIALS. [SHELBY]

Staff noted it is their understanding the current Municipal Court Alternate Judge, William E. Guyer, is no longer practicing law. Staff researched options and Associate Municipal Judge, for the Cities of Plano and McKinney, Efren Ordonez offered his services.

MOTION: Councilmember Meyer moved to approve Resolution No. 2020-648 appointing 2020-2022 Court Officials. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-650 UPDATING THE INVESTMENT COMMITTEE. [PETTLE]

MOTION: Councilmember Slaughter moved to appoint Ed Standridge as Chief Investment Officer for the City of Parker. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

MOTION: Mayor Pro Tem Standridge moved to appoint Cindy Meyer Investment Officer for the City of Parker. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

MOTION: Mayor Pro Tem Standridge moved to appoint Lee Pettle Investment Officer for the City of Parker. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-651 ON INVESTMENT POLICY. [SAVAGE]

Staff recommended no changes at this time. Finance/HR Manager Savage noted he had a class coming up and if he thinks the policy needs any changes, he would recommend them at that time.

MOTION: Councilmember Abraham moved to Resolution No. 2020-651 on 2020-2021 Investment Policy. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-652, MAKING APPOINTMENTS TO THE PLANNING AND ZONING (P&Z) COMMISSION. [PETTLE]

It was noted that staff spoke with the P&Z Commissioners and all members expressed a desire to continue their service with the following members up for reappointment:

Member	Position
Joe Lozano	Place Two; Vice Chairperson
David Leamy	Place Four

MOTION: Councilmember Abraham moved to approve Resolution No. 2020-652, making re-appointments to the Planning and Zoning (P&Z) Commission with the following expiration dates:

Member	Position	Term Expiration
Joe Lozano	Place Two; Vice Chairperson	Nov. 30, 2022
David Leamy	Place Four	Nov. 30, 2022

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

14. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-653, MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [PETTLE]

It was noted that staff spoke with the ZBA Commissioners and all members expressed a desire to continue their service with the following members up for reappointment:

Member	Position
Randy Kercho	Place 2
Don Dickson	Place 4
Jason Shepard	Alternate 1
Steve Schoenekase	Alternate 2

MOTION: Councilmember Slaughter moved to approve Resolution No. 2020-653, making re-appointments to the Zoning Board of Adjustment (ZBA) with the following expiration dates:

Member	Position	Term Expiration
Randy Kercho	Place 2	Nov. 30, 2022
Don Dickson	Place 4	Nov. 30, 2022
Jason Shepard	Alternate 1	Nov. 30, 2022
Steve Schoenekase	Alternate 2	Nov. 30, 2022

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

15. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-654, MAKING APPOINTMENTS TO THE TO THE PARKS AND RECREATION COMMISSION. [PETTLE]

Mayor and Council indicated they would like additional information.

MOTION: Mayor Pro Tem Standridge moved to table Resolution No. 2020-654, making appointments to the to the Parks and Recreation Commission.

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

16. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKER RANCH ESTATES PHASE 4A AND 4B FINAL PLAT. [MACHADO]

City Engineer Birkhoff reviewed Parker Ranch Estates Phase 4A (55.031 Acres, 32 Residential Lots) and 4B (19.118 Acres, 14 Residential Lots) Final Plat, stating in his letter, dated October 21, 2020, he did a walk thru of the completed project and offered no further comments.

Councilmember Meyer inquired about drainage issues.

Matthew D. Lee, P.E. with Westwood, thoroughly explained Parker Ranch Estates Phase 4A and 4B drainage.

MOTION: Mayor Pro Tem Standridge moved to accept Parker Ranch Estates Phase 4A and 4B Final Plat. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

17. DISCUSSION, CONSIDERATION AND ANY APPROPRIATE ACTION ON HOME RULE CHARTER COMMISSION (HRCC). [PETTLE] **[DISBANDED – OCTOBER 5, 2020]**

Mayor Pettle announced Home Rule Charter Commission voted to disband October 5, 2020.

MOTION: Mayor Pro Tem Standridge moved to accept HRCC's October 5, 2020 recommendation to disband. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

Councilmembers Meyer and Lynch (former HRCC member) said the HRCC meetings and discussion was not a waste of time.

18. DISCUSSION, CONSIDERATION AND ANY APPROPRIATE ACTION ON NEW FACILITY(S) FOR THE CITY OF PARKER. [PETTLE]

The Mayor and City Council discussed the new facility with a few of the Parker residents present. Residents Joe Cordina, Elvis Nelson, Trudy Jackson, Bethany Ulteig, Richard Williams, Honey Goel, Skip Cave, Ling Shurtz, and Jim Douglas, made suggestions. Some of the suggestions were to form a committee comprised of residents only; form a residents only committee with a councilmember liaison or member; tweak the existing plans and explain the entire project more thoroughly; give the citizens who said once the bond failed they would immediately design a new building and get it on the May ballot an opportunity to move forward with their plans; and have another community meeting with an outside independent facilitator to facilitate the meeting.

The Mayor and Council agreed to have an additional community wide meeting, regarding the new facility, as suggested above.

Mayor Pettle solicited comments from all residents to be submitted to either herself and/or City Secretary Patti Scott Grey at pgrey@parkertexas.us. Those comments will be forwarded to Mayor and Council. The Mayor also asked for all residents input regarding a good time to have this community wide meeting . . . i.e., a weekday; week evening; weekend day or night.

ROUTINE ITEMS

19. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda.

Hearing no requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be a special meeting, Tuesday, December 8, 2020, due to the Thanksgiving Holiday.

REMINDER(S):

- Send your vacation dates to the City Secretary.
- City Secretary will be checking required classes as time permits

UPDATE(S):

- REGIONAL TRANSPORTATION [STANDRIDGE] – Due to the late hour and an additional meeting, it is recommended to delay this update to next meeting.
- NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON] - Due to the late hour and an additional meeting, it is recommended to delay this update to next meeting.
- ACCEPTANCE OF FOOD DONATION(S) FOR POLICE, FIRE, CITY STAFF DUE AND OTHER(S) FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

Mayor Pettle on behalf herself, City Council, City and City Staff, thanked Parker residents for his kind and generous donations, stating how greatly the gifts are appreciated. The Mayor then reviewed the donations, as follows:

- 2020 1001 Hal Camp donated homemade peanut brittle and a bag of candy to the Parker Police Department
- 2020 1005 Michael and Leah Slaughter donated \$500.00 to the Parker Parks and Recreation (P&R)
- 2020 1016 Melanie Harris donated a variety of snacks to the Parker Police Department
- 2020 1020 April Loera donated a variety of water and snacks to the Parker Police Department
- 2020 1101 Steve Blundell donated two (2) Police drawings (An Angel Appeared and Strengthened Them and Love and Compassion Matters) to the Police Department
- 2020 1102 The Turrentine Family donated some Tiff's Treats for First Responder's Day to the Police Department

- 2020 1103 Cherie Ware donated and plant Butterfly Mix seeds and Kimberly Hinshaw donated Wildflower seeds to be planted soon to the City of Parker
- 2020 1111 The Turrentine Family donated some Tiff's Treats for Administration and other departments

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.

20. 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 Pettle recessed the regular meeting to Executive Session at 10:03 p.m.

21. RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 11:51 p.m.

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

No action was taken.

23. ADJOURN

Mayor Lee Pettle adjourned the meeting at 11:52 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 8th day
of December, 2020.

Patti Scott Grey, City Secretary

*A City Council Meeting 11/17 Attendees Summary has been attached as Exhibit 2 to verify the virtual quorum, staff members and residents present and/or present in other areas. (See Exhibit 2 – City Council Meeting 11/17 Attendees Summary, dated November 17, 2020.)

PROPOSED

From: Andy Redmond
Sent: Tuesday, November 17, 2020 2:56 PM
To: Patti Grey
Subject: Comments for 11 / 17 /20 meeting

Hello Ms. Patti:

Trust you are well. Kindly enter my comments to be read for the meeting.

Thanks,
Andy

>>>

Dear Mayor Pettle and Council:

I'm Andy Redmond of 7275 Moss Ridge Road.

1. Proposed Swagit video recording equipment—although it's nice we have a donation from the Cares act, the perpetual maintenance on this service appears fall on our City budget. My math reflects-- Annual proposed/perpetual costs \$27, 120/32 meetings= **\$850 p. meeting?** In the age of Webex, Zoom etc. let's find an affordable option.
2. Future of proposed City Municipal complex.

Suggestions—

- Focus first on updating and implementing a comprehensive plan, this will guide the need, scope and size of a future proposed municipal complex.
- Next be transparent about every aspect, no more closed session meetings about the future building.
- Appoint a large cross section of residents to be involved in a study/focus group in the needs assessment, design and to sell this to the citizens of Parker.
- The size and price needs to be Parker appropriate—about 15-20% of both the square footage and also price per square foot, as proposed on the previous two proposals.

Thanks for your time and consideration.

Regards,
Andy Redmond

Exhibit 2

Council Meeting 11/17/2020 Attendees

GoToMeeting

Summary

Meeting Date November 17, 2020 6:40 PM CST 204 minutes

Number of Attendees 4

Meeting ID 4 490-162-653

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
+14693959412		6:41 PM	10:04 PM	202
+19038152160		6:49 PM	10:04 PM	194
+19724426811		6:57 PM	10:04 PM	187
Luke Olson	lolson@parkertexas.us	6:40 PM	10:04 PM	204



Council Agenda Item

Item 3
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: December 1, 2020
Exhibits:	None

AGENDA SUBJECT

DISCUSSION AND APPROPRIATE ACTION ON CHANGING THE REGULAR CITY COUNCIL MEETING FROM JANUARY 5, 2021 TO JANUARY 12, 2021. [PETTLE]

SUMMARY

Due to the holiday, the Mayor has requested City Council consider canceling the Tuesday, January 5, 2021 regular City Council meeting and rescheduling that meeting to January 12, 2021.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



Council Agenda Item

Item 4
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: Luke B. Olson, City Administrator
Fund Balance-before expenditure:	Prepared by: Luke B. Olson, City Administrator
Estimated Cost:	Date Prepared: December 3, 2020
Exhibits:	<ol style="list-style-type: none"><u>Proposed Resolution</u><u>City of Parker, Employee Handbook, Awards & Achievements</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-643, IMPLEMENTING AN AWARDS AND LONGEVITY PROGRAM. [OLSON]
[TABLED – 09152020 and 11172020]

SUMMARY

This policy will create an awards program and longevity program for the City of Parker. This will allow Mayor, City Council, and/or City Staff the ability to recognize employees who exceed expectations and employees longevity to the City of Parker. Recognition of dedication to the City of Parker residents is of upmost importance and should be in a timely manner on an as needed basis.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:			
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-643
(Employee Awards and Longevity Program)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
ESTABLISHING AND APPROVING AN AWARDS AND LONGEVITY
PROGRAM RECOGNIZING EMPLOYEES OF THE CITY OF PARKER .**

WHEREAS, the Mayor and City Council of the City of Parker recognizes and appreciates its employees commitment to its residents; and,

WHEREAS, the City Council wishes to recognize employee achievements and longevity with the City of Parker; and,

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

SECTION 1. The Parker City Council does approve the establishment of an employee awards and longevity program, attached hereto as Exhibit "A".

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

APPROVED AND ADOPTED this 8th day of December, 2020.

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Brandon Shelby, City Attorney

City of Parker Policy on Staff Awards:

The City of Parker actively seeks to recognize employee performances that are exemplary in providing professional service on a consistent basis. This policy allows the City of Parker Mayor, City Council and/or staff the ability to recognize employees who exceed expectations. Any earned awards will be presented on an annual basis.

The City of Parker also wishes to recognize the longevity of our employees by issuing milestone awards for their years of service to our city. The milestones to be recognized are in increments of five years of service beginning with 5 years of service with our city. These awards are to be presented on or near the day of the milestone.



Council Agenda Item

Item 5
C'Sec Use Only

Budget Account Code:		Meeting Date: December 8, 2020
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared: December 2, 2020
Exhibits:	<ol style="list-style-type: none">Proposed ResolutionMowing contractAnnual Mowing Contract 2020 – Backup InfoRes. No. 2017-552 2017-2018 Annual Mowing Contract	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-645 AWARDING THE 2020 ANNUAL MOWING CONTRACT. [MACHADO/OLSON/SHELBY] [NOT TABLED, BUT LACK OF A MOTION – 10062020 AND TABLED 11172020]

SUMMARY

The Annual Mowing Contract 2020 was advertised in the Dallas Morning News on Saturday, September 19, 2020 and Saturday, September 26, 2020. The bids were opened, reviewed, evaluated at 10:00 a.m., Tuesday, October 6, 2020.

Please review the information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-645
(2020-2021 Annual Mowing Contract)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDING THE BID FOR THE CITY OF PARKER'S 2020-2021 ANNUAL MOWING CONTRACT.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to accept a bid from Hunter Landscaping Company for the City of Parker's annual mowing contract; and

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

SECTION 1. The bid of Hunter Landscaping Company is approved, and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute a Contract with Hunter Landscaping Company, and all other necessary documents in connection therewith on behalf of the City of Parker.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this 8th day of December, 2020, effective this date.

APPROVED:
CITY OF PARKER

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

**CITY OF PARKER
ANNUAL MOWING CONTRACT**

This Agreement is made by and between the City of Parker, Texas, a type A general law city, hereinafter referred to as "Buyer", and Hunter Landscape Co. referred to as the "Seller," for the sale of services specified hereinafter, and the Buyer and Seller hereby agree as follows:

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

Median Maintenance

1. Mowing, weed eating, edging center median weekly from mid February to end term of this agreement;
2. Trash, debris pick up as needed;
3. Winter cleanup of leaves and debris once a month at the beginning of the months of January and February.

Shrub and Flowerbed Maintenance

1. Shrub trimming at the beginning of the months of March, May, July and September;
2. Pull weeds twice a month at the beginning and middle of the months from March thru end of term of this agreement;
3. Plant annual flowers Spring and Fall at the beginning of March and end of September at City Hall Monument.

Tree Maintenance

1. Trim and prune all trees in the medians at all locations as needed (all trees to be trimmed to maintain of 15ft high clearance within 5ft of road edge)

Location of Project

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by Buyer.

DURATION: From January 1, 2021 to September 30, 2021

PAYMENT TERMS

Seller shall submit itemized monthly invoices detailing Services provided, delivered to the City of Parker, 5700 E Parker Road, Parker, TX 75002 or emailed to gsavage@parkertexas.us. Payment shall not be due until the above instruments are submitted, until the Services have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep Buyer advised of any changes in their remittance

addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **PRICE:** Buyer shall pay to Seller equal monthly installments of \$6,000.00 per month for services rendered and invoiced and delivered under the payment terms described herein.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. **CANCELLATION:** Buyer shall have the right to cancel immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience with 30 days notice to Seller. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those services actually performed to the satisfaction of Buyer.
3. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, restraints of government and

people, civil disturbances, explosions, or other causes not reasonably within control of the party claiming such inability.

4. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
5. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
6. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
7. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
8. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
9. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the Mayor or the City Council.
10. **ENTIRE AGREEMENT:** This Contract constitutes the entire and exclusive agreement between the Buyer and Seller with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
15. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND

ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF PARKER AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

16. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Collin County, Texas.
17. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
18. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
19. **NOTICES:** All notices required by this Contract shall be presumed received when delivered as required by this agreement.

EXECUTED this _____ day of _____, _____.

SELLER, Hunter Landscape Co.

Joe Cummings, Owner
9 Hickory Hill Street
Lucas, TX 75002

CITY OF PARKER:

By: _____
Lee Pettle, Mayor

ATTEST:

By: _____
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

CITY OF PARKER, TEXAS

ANNUAL MOWING CONTRACT 2021

NOTICE TO BIDDERS

Sealed bids will be received in the office of the Director of Public Works of the City of Parker, 5700 E. Parker Road, Parker, Texas 75002 until **10:00 a.m., October 6, 2020** then publicly opened and read for furnishing all necessary materials, machinery, equipment, superintendence, labor and Manager visit at least twice a month for QA/QC for **Annual Mowing Contract 2021** for the City of Parker, from October 1, 2020 thru September 30, 2021.

This project includes but is not limited to the following.

Median Maintenance

1. mowing, weed eating, edging center median weekly from mid February to mid November
2. trash, debris pick up as needed
3. Winter cleanup of leaves and debris once a month at the beginning of the months of November, December, January and February

Shrub and Flowerbed Maintenance

1. Shrub trimming at the beginning of the months of March, May, July and September.
2. Pull weeds twice a month at the beginning and middle of the months from March thru November.
3. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument

Tree Maintenance

1. Trim and prune all trees in the medians at all locations at the beginning of November (all trees to be trimmed to maintain of 15ft high clearance within 5ft of road edge)

Location of project

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

Payment and Termination

1. Payments will be made in equal monthly installments.
2. The City of Parker reserves the right to terminate the relationship and cease payment with 30-day notice for performance deemed unsatisfactory at the City's sole discretion.

All lump sum and unit prices must be stated in both script and figures on the forms provided. The City of Parker reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Parker reserves the right to consider the most advantageous maintenance project thereof, or to reject the bid. Unreasonable (or "unbalanced") unit prices will authorize the City of Parker to reject any bid.

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate with City named as additional insured

Contract Documents, Instructions to Bidders, and Specifications are on file and copies may be picked up at Parker City Hall, 5700 E. Parker, Texas 75002, (972) 442-6811. Questions may be faxed to (972) 442-2894 or emailed to gmachado@parkertexas.us.

Advertisement Dates: September 19, 2020
September 26, 2020



Joe Cummings
9 Hickory Hill St. Lucas, Texas 75002
214-457-3177

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

Annual Maintenance Contract 2020-2021

City Median Maintenance for 3900-7600 Parker Rd., 3200-4000 Hogge Dr. (FM2551),
3200-4000 McCreary Rd., & 4900-5400 Betsy Ln.,

Effective Date: October 1, 2020 -September 30, 2021

Term of Contract: One year.

Scope of Services:

1. Mow, weed eat and edge center median weekly from mid Feb. – mid Nov. (weather permitting) \$58,500
2. Trash and debris pick up as needed.
3. Winter cleanup of leaves and debris at the beginning of each month Nov. - Feb. \$2,000
4. Shrub trimming at the beginning of the months of March, May, July, and Sep. \$600
5. Pull weeds in beds twice a month (beginning & middle of month) March – Nov. \$1,800
6. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument. \$600
7. Trim and prune all trees in the medians at all locations at the beginning of Nov. (all trees to be trimmed to maintain 15ft high clearance within 5ft of road edge) \$8,500

Cost for All Services Above: Annual Cost \$72,000.00 (\$6,000 per month)

The City of Parker reserves the right to terminate the contract and cease payment after 30-day notice for performance deemed unsatisfactory at the City's discretion. Final payment to include any services that have been completed, but not fully compensated for by monthly payments to date.

Payment Terms

Payment will be due on the 1st of each month from October 1, 2020 – September 1, 2021.

The above prices, specifications, and conditions are satisfactory; any changes will be submitted in writing and are subject to approval.

Print Name

Signature

Date

2021 Mowing Bid Tabulation

Company Name	Mowing/ea	Trash & Debris	Winter Cleanup	Shrub Trimming	Pull Weeds	Spring & Fall Flowers	Trim & Prune Trees	Total
Hunter Landscapes	\$1,625 x 36	No Charge	\$500 x 4	\$150 x 4	\$100 x 18	\$300 x 2	\$8,500 x 1	\$72,000.00
American Landscape Systems Inc	\$2,150 x 36							
SRH Landscapes	\$3,580 x 36							
Allen J&M Enterprises	No cost breakdown provided							

RESOLUTION NO. 2017-552
(2017-2018 Annual Mowing Contract)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDING THE BID FOR THE CITY OF PARKER'S 2017-2018 ANNUAL MOWING CONTRACT TO GREENER PASTURES LANDSCAPE MANAGEMENT, OF DALLAS, TEXAS.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to accept a bid from Greener Pastures Landscape Management of Dallas, Texas for the City of Parker's annual mowing contract; and

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

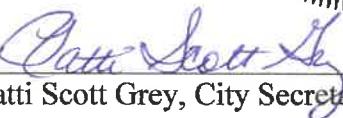
SECTION 1. The bid of Greener Pastures Landscape Management, in the Total Amount of \$59,017.52 is approved, and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute the Contract with Greener Pastures Landscape Management, and all other necessary documents in connection therewith on behalf of the City of Parker. A copy of the Contract is attached to this Resolution as Exhibit A.

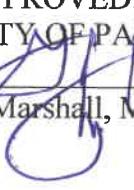
DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 19th day of September, 2017, effective this date.



ATTEST:

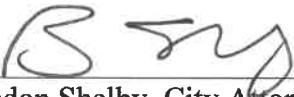


Patti Scott Grey, City Secretary

APPROVED:
CITY OF PARKER


Z Marshall, Mayor

APPROVED AS TO FORM:



Brandon Shelby, City Attorney

EXCUTED this 19th day of September, 2017.

SELLER:

(Signature)

Bruce McDonald

(Type/Print Name and Title/Position)

2550 Manana Dr.

(Address)

Dallas, TX 75220

(City, State, Zip)

CITY OF PARKER:

By: Z Marshall

Z Marshall, Mayor

ATTEST:

By: Patti Scott

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby

Brandon Shelby, City Attorney

**CITY OF PARKER
ANNUAL MOWING CONTRACT**

This Agreement is made by and between the City of Parker, Texas, a Type-A General Law municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of services specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Greener Pastures Landscape Management

Bruce L. McDonald

Name

2550 Manana Dr.

Address

Dallas, TX 75220

City, State, Zip

214-634-0806

Telephone

brucem@greenerpasturesdfw.com

Email

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

1. mowing, weed eating, edging center median
2. trash and debris pick up as needed
3. spring, winter, and fall; Pre-emergent weed control
4. 3 fertilizations per year

Location of project

1. 3900-6400 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by Buyer.

DURATION: From October 1, 2017 to September 30, 2018

PAYMENT TERMS

Seller shall submit itemized invoices for Services provided, mailed to the City of Parker, 5700 E Parker Road, Parker, TX 75002. Payment shall not be due until the above instruments are submitted, until the Services have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep Buyer advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
2. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for services of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

4. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those services actually performed to the satisfaction of Buyer.
5. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

6. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
8. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this

agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

10. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
11. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
12. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
13. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Administrator or the City Council.
14. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR

THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF PARKER AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

15. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Collin County, Texas.
16. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
17. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
18. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.



Council Agenda Item

Item 6
C'Sec Use Only

Budget Account Code:		Meeting Date: December 8, 2020
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared: December 2, 2020
Exhibits:	1. Proposed Resolution 2. Resolution No. 2018-578 (Newsletter Committee Appointments)	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-649 FOR NEWSLETTER COMMITTEE APPOINTMENTS. [PETTLE]

SUMMARY

On July 17, 2018, City Council approved Resolution No. 2018-578 (Newsletter Committee Appointments with guidelines), repealing Resolution No. 2018-575, updating the resolution to only include titles for Mayor, City Administrator, and City Secretary and Res. No. 2018-578. Exhibit A Section 2.0 Committee states the Councilmember appointments shall be reviewed every two years in June. The May 2, 2020 General Election was postponed by the Governor to November 3, 2020 due to COVID-19 global pandemic, so the Newsletter Committee Appointment were postponed as well.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelly</i>	Date:	12/03/2020
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-649
(Newsletter Committee Appointments)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON
THE NEWSLETTER COMMITTEE FOR 2020-2022**

WHEREAS the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

WHEREAS the committee has been composed of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

WHEREAS the City Council has previously determined guidelines approved in resolution 2014-437 provided a procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

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

The following persons are appointed to the Newsletter committee for the 2020-2022 term:

Mayor Lee Pettle, City Administrator, City Secretary; and Councilmember

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this 8th day of December, 2020.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Brandon S. Shelby, City Attorney

Exhibit A

1.0 Purpose and Scope

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

2.0 Committee

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

3.0 Content

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

4.0 Schedule

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.

RESOLUTION NO. 2018-578

(Newsletter Committee Appointments)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON
THE NEWSLETTER COMMITTEE FOR 2018-2020**

WHEREAS the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

WHEREAS the committee has been composed of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

WHEREAS the City Council has previously determined guidelines approved in Resolution No. 2018-575 provided a procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

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

The following persons are appointed to the Newsletter committee for the 2018-2020 term:

Mayor, City Administrator, City Secretary; and Councilmember Cindy Meyer.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of July, 2018.

CITY OF PARKER:




Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Brandon S. Shelby, City Attorney

Exhibit A

1.0 Purpose and Scope

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

2.0 Committee

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

3.0 Content

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

4.0 Schedule

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.



Council Agenda Item

Item 7
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	<ol style="list-style-type: none"><u>Proposed Resolution</u><u>Res. No. 2019-623</u><u>Letter of Resignation – Michael Slaughter</u><u>Application(s) – Pier Burgess, Bethany Ulteig and Melanie Harris</u><u>Attendance Record</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-654, MAKING APPOINTMENTS TO THE PARKS AND RECREATION COMMISSION. [PETTLE] [TABLED 11172020]

SUMMARY

Councilmember Michael Slaughter submitted his letter of resignation, November 8, 2020.

The following Parks and Recreation Commission (P&R) members, whose terms expire November 30th, expressed a desire to continue to serve on the P&R:

Member	Position	Term Expiration
Billy Barron	Place Two (2); Chairperson	Nov. 30
Michael Slaughter - Resigned	Place Four (4)	Nov. 30
Patti Cordina	Alt. 1	Nov. 30
Rick Debus	Alt. 2	Nov. 30
Donna DaCosta	Alt. 3	Nov. 30
Frank DaCosta	Alt. 4	Nov. 30

P&R Chair Billy Barron has suggested Alt. 4 Frank DaCosta be moved into the now vacant Place Four (4) position with Rick Debus and Donna Costa support. If Mr. DaCosta moves up, there will be an Alternate position open. Please review applicants.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-654
(*Parks and Rec Appointments*)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below; and

WHEREAS, the Parks and Recreation Commission is newly established therefore the members appointed herein shall begin service immediately and serve terms according to the Parks and Recreation Ordinance; and

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2022:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2022 or until their successors are appointed and qualified.

Place 2 _____
Place 4 _____

SECTION 2. Appointment of Alternate Members with terms expiring November 30, 2021:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2021 or until their successors are appointed and qualified.

Alt 1 _____
Alt 2 _____
Alt 3 _____
Alt 4 _____

SECTION 3. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 8th day of December, 2020.

APPROVED:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

Proposed

RESOLUTION NO. 2019-623
(Parks and Rec Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below; and

WHEREAS, the Parks and Recreation Commission is newly established therefore the members appointed herein shall begin service immediately and serve terms according to the Parks and Recreation Ordinance; and

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2020:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2020 or until their successors are appointed and qualified.

Place 2	<u>Billy Barron</u>
Place 4	<u>Michael Slaughter</u>

SECTION 2. Appointment of Voting Members with terms expiring November 30, 2021:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a two-year term, expiring November 30, 2021 or until their successors are appointed and qualified.

Place 1	<u>Kimberly Hinshaw</u>
Place 3	<u>LeAnn Turrentine</u>
Place 5	<u>Cherie Ware</u>

SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2020:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2020 or until their successors are appointed and qualified.

Alt 1	<u>Patti Cordina</u>
Alt 2	<u>Rick Debus</u>
Alt 3	<u>Donna DaCosta</u>
Alt 4	<u>Frank DaCosta</u>

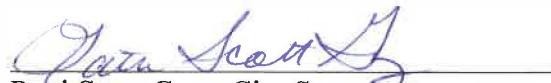
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 19th day of November, 2019.

APPROVED:



Lee Petrie, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Brandon Shelby, City Attorney

Patti Grey

From: Michael Slaughter
Sent: Sunday, November 8, 2020 7:16 PM
To: Patti Grey
Subject: Resignation From Committee and Commission

Patti-

Please accept this email as my formal resignation from Parks and Recreation Commission and the Comprehensive Plan Committee due to my election to council.

Thank you,

A handwritten signature in blue ink, appearing to read "MS".

Michael Slaughter
Sent from my iPhone



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.

Please complete thoroughly and print legibly in ink or type.

Please write a "1", "2", and "3" for your order of preference below:

Planning and Zoning
Commission

Zoning Board of Adjustment

Parks and Recreation
Commission

Please answer the following questions:

Name: Pier Burgess Phone: 214-850-1170

Home Address: 4104 Rolling Knolls Drive, Parker, Texas 75002 Spouse's Name (Optional): Glenn Burgess

Email Address: pburgess@burgess-inc.com Best Method to Contact You: phone

Resident of Parker for 7 Years Are you a registered voter?: yes

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: Retired – Burgess Construction Consultants, Inc.

Education: The Ohio State University – BS Landscape Architecture

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

Registered Landscape Architect – 10 years

— Firms: Naud Burnett/Howard Garrett Landscape Architects, Lamberts Landscape, Myrick Newman

— Dahlberg Landscape Architects and Planners

— Co-Founder - Burgess Construction Consultants, Inc. – 30 years - VP Finance and Special Projects

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

Knowledge and experience in visual site analysis, concept design, design development, project management, plants, hardscape construction, drainage and grading, creation of specifications, and cost estimates and budgets. Some knowledge of Green building, and environmental sustainability. Knowledge of handicap requirements. Bookkeeping knowledge.

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

Women's Council for the Dallas Arboretum – Lisianthus Society Special Olympics

Parker Women's Club

Habitat for Humanity

Mother Angelina McCrory Manor – Columbus, Ohio

American Society of Landscape Architects

Susan B Komen – Race for the Cure

Have you attended any meetings of the board/commission for which you have applied? 4

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

Throughout my career, I have witnessed how one's quality of life is directly affected by the choices made in creating our living environment. We have all experienced how overcrowded or poorly planned spaces, whether they be large or small, develop into run down, neglected areas that cause emotional stress and sometimes illness. Conversely, well planned communities encourage community awareness, connectivity and positive growth. The way we choose to integrate new building developments and our natural environment is crucial to the success of our neighborhoods, communities and our city for the present and future. Parker is a city with a goal of maintaining its country feel. Its large lots, open pastures and wooded creek beds create a welcome relief from the traffic and noise of our sister cities. We recognize and respect the land and its wild life. To participate on the Parks and Recreation Board would allow me the opportunity to join a team dedicated to maintaining our unique communities and also help develop strategies to strengthen community awareness and build closer relationships among our citizens.

Thank you for your consideration.

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: Peter M Burgess Date: 1/30/2020

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email 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.

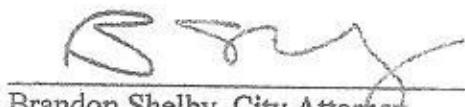
APPROVED AND ADOPTED this 19th day of March, 2019.


Lee Petrie, Mayor

ATTESTED:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Brandon Shelby, City Attorney

RECEIVED



OCT 13 2020

by CITY SECRETARY
CITY OF PARKER

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.

Please complete thoroughly and print legibly in ink or type.

Please write a "1", "2", and "3" for your order of preference below:

Planning and Zoning
Commission

Zoning Board of Adjustment

3

Parks and Recreation
Commission

Comprehensive Plan 3

Facilities (?) if bond passes 1

Please answer the following questions:

Name: Bethany Ulteig

Phone: 214-676-2141

Home Address:

4006 Sycamore Lane, Parker 75002

Spouse's Name (Optional):

Gregor

Email Address: gulteig@sbcglobal.net

Best Method to Contact You: Cell/Text/Email

Resident of Parker for 1 year Years

Are you a registered voter?: Yes

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: Retired Bookkeeper, Self Employed Real Estate Owner/Investor.

Education: B.A. History University of Texas at Austin 1987

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

Bookkeeper for 21 years plus for PTA 6 years and cub scouts.
Did one year complete financial Re-creation for Emergency
Animal Clinic of Collin County, Inc. (sold 05/2016)

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

Budget, Financials, ability to understand and explain
Detail Oriented. Have time to help volunteer.

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by CITY SECRETARY
CITY OF PARKER

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

Cub Scouts - Treasurer - 10 years Cub Scout Pack 421
PTA - Andrew's ES - Waip & Moers, Rice MS Waip & Moers VP, Secretary,
Treasurer, Membership, Jasper HS - Membership, Treasurer
Plano ISD Council of PTAs - Treasurer - Assist Health TD Presidents
Have you attended any meetings of the board/commission for which you have applied? Not yet
but have attended City Council Mtgs.

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

As a Retired bookkeeper, self-employed Real estate investor, I have time to invest in volunteer work. I am very interested in getting more involved in Parker - helping our new community. I am very interested in the future of our city and how I can help.

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: Bethaney Treety Date: 10/12/2020

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email 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.

RECEIVED

OCT 13 2020

by CITY SECRETARY
CITY OF PARKER

and against public health, were not

the *influenza A* and *B* viruses, while the seroprevalence of *CMV* was 95% in the control and 98% in the infected group.

11. *What is the primary purpose of the U.S. Constitution?*

卷之三

Digitized by srujanika@gmail.com

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RECEIVED

NOV 24 2020

by CITY SECRETARY
CITY OF PARKER

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.

Please complete thoroughly and print legibly in ink or type.

Parks and Recreation Commission

Please answer the following questions:

Name: Melanie HARRIS Phone: (818) 939-8878
Home Address: 5001 Edgewater CT. Spouse's Name (Optional): Bryan HARRIS
Email Address: DesignwithMel@gmail.com Best Method to Contact You: Phone/Text
Resident of Parker for 3.5 yrs Years Are you a registered voter? yes

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: home maker

Education: Masters Degree (Health Administration)

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

Previous Executive Director @ Sunrise Senior Living

Previous Certified Therapeutic Recreation Specialist (CTRSC)

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

Served on board for Wyoming Parks & Rec. (2011-2002)

Undergrad Degree - Therapeutic Recreation

RECEIVED

NOV 24 2020

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

Volunteered at Encompass Hospice (2016-2017)
Fundraising Chair for Parker Women's Club (2019-2020)

by CITY SECRETARY
CITY OF PARKER

Have you attended any meetings of the board/commission for which you have applied? NO

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

I believe my degrees & experience as a Therapeutic Recreation Specialist would serve as an asset to the Parks & Recreation Commission of Parker. In addition, I have previous experience serving on Parks & Recreation boards representing the Therapeutic Recreation community needs. I have a deep desire to contribute to the preservation and continued improvement of our wonderful city of Parker. Thank you for your consideration.

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: Melanie Harris Date: 11-23-2020

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email 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.

P&R Attendance Report

Term Expires Name	Place 1 Hinshaw	Place 2 Nov-21	Place 3 Nov-20	Place 4 Nov-21	Place 5 Nov-20	Alt 1 Nov-21	Alt 2 Nov-20	Alt 3 Nov-20	Alt 4 Nov-20
	Barron	Turrentine	Slaughter	Ware	Cordina	Debus	D. DaCosta	F. DaCosta	
Aug-19	N/A	✓	✓	✓	✓	N/A	N/A	N/A	N/A
Sep-19	✓	✓	✓	✗	✓	N/A	N/A	N/A	N/A
Oct-19	✗	✓	✓	✓	✓	N/A	N/A	N/A	N/A
Nov-19	✗	✓	✓	✓	✓	✗	✗	✗	✗
Dec-19	✓	✓	✓	✓	✓	✓	✗	✗	✗
Jan-20	✗	✓	✓	✓	✓	✗	✓	✓	✓
Feb-20	✓	✓	✓	✓	✓	✗	✓	✓	✓
Mar-20	✓	✓	✓	✓	✓	✗	✓	✓	✓
Jun-20	✗	✓	✓	✓	✓	✗	✓	✓	✓
Jul-20	✓	✓	✓	✓	✓	✓	✗	✓	✓
Aug-20	✗	✓	✓	✓	✓	✗	✓	✗	✗
Sep-20	✓	✓	✓	✓	✓	✗	✓	✓	✓
Oct-20	✓	✓	✓	✓	✓	✓	✗	✓	✓
Nov-20	✓	✓	✓	✓	✓	✓	✗	✓	✓

Note: Hinshaw was technically absent in Aug 2019 but that was because schedules were conflicting and the Mayor had to schedule it when Hinshaw was not available.



Council Agenda Item

Item 8
C'Sec Use Only

Budget Account Code:	N/A	Meeting Date:	December 8, 2020
Budgeted Amount:		Department/ Requestor:	Fire Department/ Chief Sheff
Fund Balance-before expenditure:	N/A	Prepared by:	Fire Department/ Chief Sheff
Estimated Cost:	N/A	Date Prepared:	November 6, 2020
Exhibits:	<ul style="list-style-type: none">• <u>Proposed Resolution</u>• <u>Justin Miller, Resume</u>• <u>PowerPoint, Organizational Aspects of Parker FD</u>		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-655, APPOINTING JUSTIN MILLER ASSISTANT FIRE CHIEF. [SHEFF]

SUMMARY

The position of assistant fire chief has been vacant since the retirement of Assistant Chief Mark Barnaby in 2018. With his departure we divided the responsibilities normally assigned to the Assistant Chief among two part-time, paid division chiefs (individually, Administration/EMS and Operations) plus added, as a volunteer, a division chief (Compliance) responsible for monitoring our department's compliance with NFPA standards, maintaining our Insurance Service Office credentials to ensure we retain our current ISO Class 2 certification, and monitoring the many mandates of the Texas Commission on Fire Protection (now comprising over 400 line items in an Excel spreadsheet).

Following Chief Barnaby's retirement, the position of assistant fire chief remained open in order, 1) to provide enabling runway for our division chiefs of Administration and Operations to gain experience in their respective roles, and 2) to continue engaging with our younger fire officers (our Captains, Lieutenants) and Driver-Operators by assigning them administrative roles for equipment management, fleet and station upkeep, etc. thereby giving them "ownership" in this department with the favorable result of reducing officer turnover.

Since 2018 the department has grown in administrative complexity. Change factors include the following:

- We increased our level of part-time staffing from a single day shift to today's 24/7 day/night coverage model. Our total roster stands at 45 members.

- With Parker's firefighters/paramedics on scene and providing care approximately five minute prior to the arrival of our Coalition ambulances, under the direction of our Medical Director at Medical Center Plano, we reassessed our protocols with the intent to expand patient care and improve outcomes while awaiting ambulance transportation, but with the added burden of greater administrative oversight.
- The fire service is undergoing a profound transformation regarding firefighter cancer awareness and prevention. The result has been mandated change in how we operate on the fireground, how we clean our personal protective equipment and how we interact with the public. Concurrent with these changes has been an exponential increase in required recordkeeping.
- Lastly, family and career changes are impacting certain of our division chiefs, and while their desire to serve the city and citizens of Parker remains unchanged, their degree of contribution will be adjusted going forward to accommodate individual circumstance.

Collectively, these above change factors necessitate a reshuffling of the department's organization which includes filling the vacant assistant chief's position.

The Assistant Fire Chief is an appointed position. We have identified a candidate, Justin Miller, our current Division Chief/Operations with the necessary qualifications and demonstrated desire to fulfill the requisite role and responsibilities of assistant fire chief. As the Assistant Fire Chief, Miller shall also retain supervision of Operations. Miller's resume is attached along with a PPT slide deck detailing the department's organizational structure both before and after filling the assistant fire chief's slot.

Chief Miller has served on Parker FD since 2005, first as a volunteer, then transitioning to part-time paid. He has served in career departments since 2007 and specifically with neighboring Fairview Fire Rescue since 2009 where he is presently a shift Captain. Chief Miller holds a master Firefighter certificate from the Texas Commission on Fire Protection along with other officer-level certifications and is a Master Fire Inspector and Plans examiner as well.

Acknowledging his 15 years of service with Parker, his professional qualifications and my based upon my own observation of Chief Miller's activities, work ethic, maturity and, lastly, his dedication to this City, I give my strong recommendation for his appointment.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-655
(Appointment of Assistant Fire Chief)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPOINTING JUSTIN MILLER TO THE
POSITION OF ASSISTANT FIRE CHIEF.**

WHEREAS, the Mayor and City Council of the City of Parker wish to protect the health and safety of the citizens of Parker; and

WHEREAS, the City Council of the City of Parker has established the Parker Fire Department and authorized the appointment of certain positions; and

WHEREAS, the Fire Chief has recommended the appointment of Justin Miller to the position of Assistant Fire Chief; and,

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

SECTION 1. The Mayor and City Council of the City of Parker, Texas hereby appoints Justin Miller to serve as Assistant Fire Chief of the City of Parker Fire Department.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 8th day of December, 2020.

APPROVED:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney



Parker Fire Department

Organizational Aspects

November 2020

Fire Department Snapshot

as of October 2020

- Part-Paid / Part-Volunteer “Combination” Fire Department
- ISO Class 2
- EMS paramedic-level, advanced life support (non-transport)
- Paramedic ambulance service through Southeast Collin County EMS Coalition with backup from Wylie Fire-Rescue
- 44-member roster:
 - 34 members are eligible for part-time pay on a 6 or 12 day rotation
 - 10 volunteer members
 - 18 of our personnel are paramedics, 19 are EMTs
 - 24/7 coverage utilizing 12-hour shifts staffed by part-time paid and volunteer members



From the tactical perspective our organizational chain-of-command is linear

- Rank-based
- Clearly defined
- Establishes Unity of Command

**Administratively,
however, our
organization is
horizontal and based
on 4 pillars**

Operations
Emergency Medical Services
Administration
Compliance

Operations

Firefighting
Protocols

Staffing

Training

EMS

Medical
Protocols

Continuing
Education

Medical
Reporting

Admin

Personal
Protective
Equipment &
SCBA/Air-Fill

Infrastructure:
Software, Fleet
Fire Station

Financial
Matters

Compliance

National Fire
Protection
Association

Texas
Commission on
Fire Protection

State Fireman &
Fire Marshal's
Association

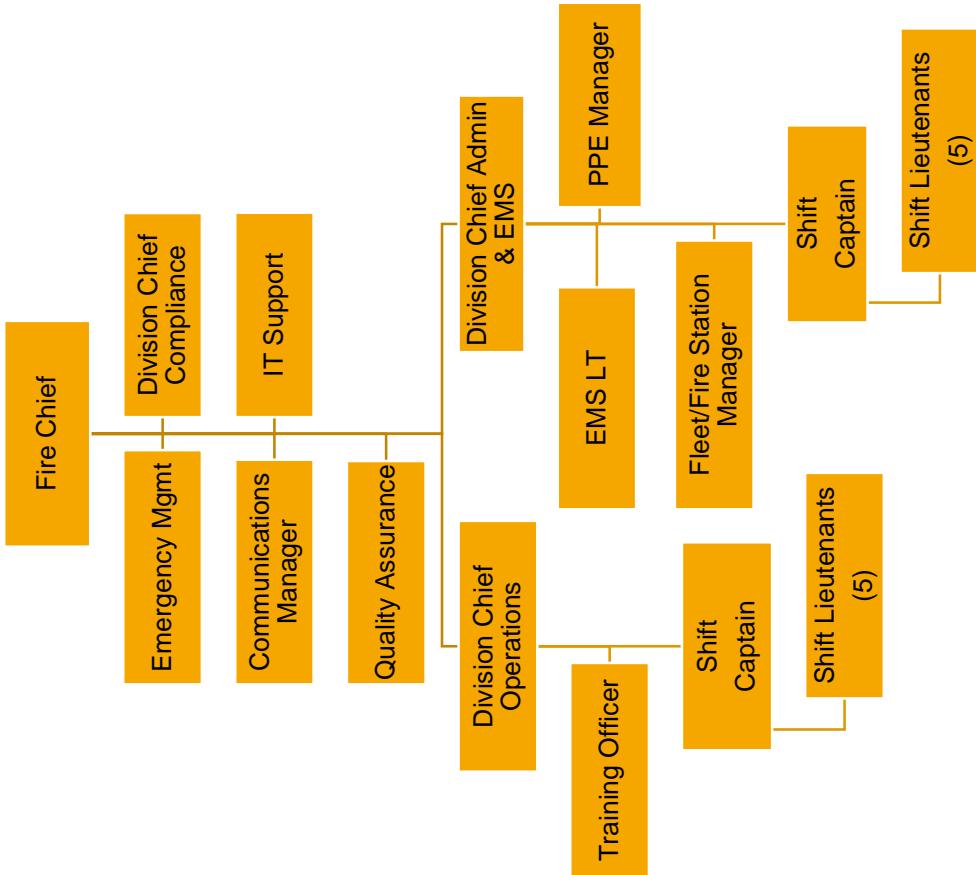
Department Organization Chart as of October 2020

In 2018 the department's assistant chief retired

We kept this slot open with the intent of filling the position at a later time:

- We gave our division chiefs runway to gain experience in their roles
- We assigned company-level personnel to administrative tasks as asset/resource managers

We staff 24/7 based upon a 6 or 12 day shift rotation with each day comprised of two (12 hour) shifts thereby requiring 12 shift officers (2 Captains, 10 LTs, 5 Shift Lieutenants)



Change factors now driving our organization

Compliance with national standards and state-mandated pass-down requirements is becoming increasingly complex.

- Reducing firefighter and citizen exposure to carcinogens released during a fire is impacting how fire depts. operate, how we clothe our members, how we clean our PPE and gear, and how we maintain our records to improve exposure tracking and the like

Delivery of EMS services to our citizens is undergoing an uplift with additional treatment interventions approved by our Medical Director

- Our firefighter/paramedics are on-scene approx. 5 minutes before the arrival of our EMS coalition ambulance placing demands upon the fire dept. to continually re-evaluate EMS delivery to improve patient care and outcome

Collectively, division chiefs are undergoing favorable but profound changes in family and career aspirations necessitating a re-evaluation of directed responsibilities

Improving the timeliness of certain administrative activities

What we are doing to address these change factors

Placing a request before Council to appoint an Assistant Fire Chief (budgeted) reporting directly to the Fire Chief

Retaining (unchanged) the tactical chain of command

Promoting our Division Chief-Operations into the Assistant Chief role while continuing his administrative responsibility for Operations

Accommodating change factors impacting certain of our current Division Chiefs by redirecting responsibilities by combining EMS & Compliance under one chief, Administration under another and enabling our volunteer Division Chief freedom to pursue strategic projects as directed by the Fire Chief

Increasing from 2 to 3 Captains, all three reporting to the Assistant Chief, each Captain having administrative accountability for each of our A, B, C day/night shifts by promoting from within our Lieutenants

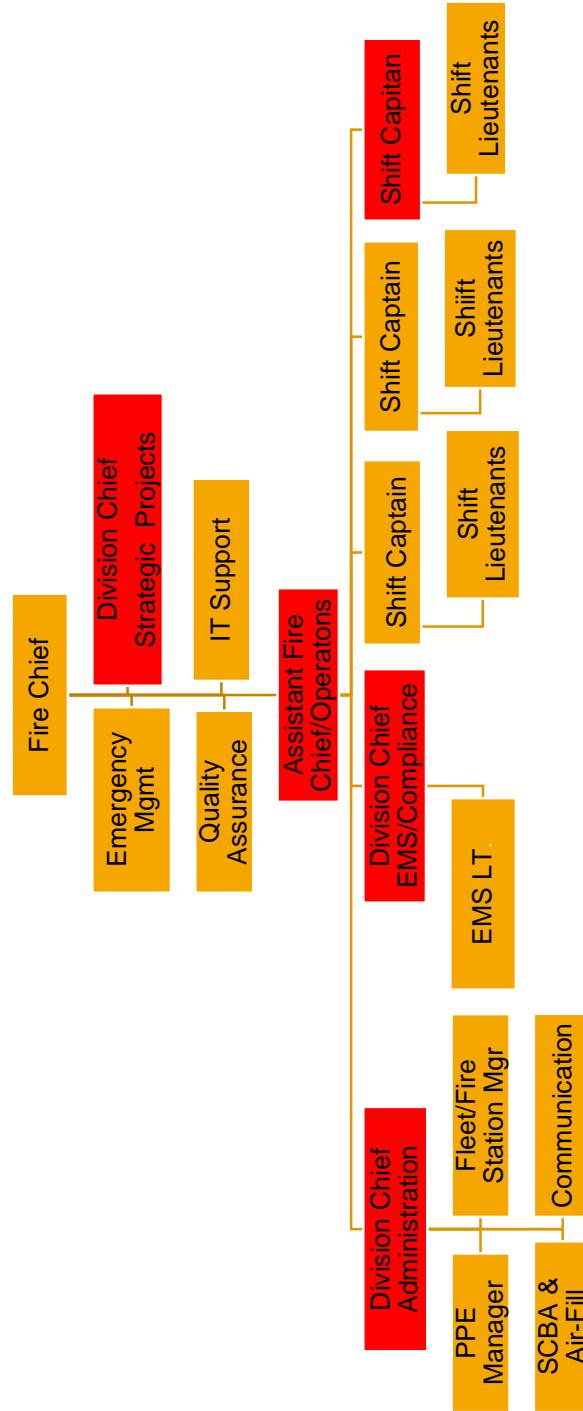
Updated Organization Chart

Red rectangles represent newly established positions

Splitting Administration and EMS and combining EMS and Compliance under a single division chief

Assigning all administrative tasks (and assistants) to a single division chief

Creating a volunteer position of Division Chief for special projects



2108 Serenity Ave, Wylie TX 75098. 972-890-2540. Justintmiller2004@yahoo.com

Justin Miller

Objective

Seek the position of Assistant Fire Chief while utilizing my knowledge and skills of the fire service from my previous learning experiences and share that information with new and upcoming members of the department. To also prepare for the next Fire Chief position.

Experience

December 2005 – Present Parker Volunteer Fire Department Parker, TX

Division Chief of Operations

- Responsible for daily operations of the Fire Department
- Scheduling and organizing the shifts
- Oversee apparatus and training operations

Captain

- Responsible for all A shift operations and daily activity
- Outfit members of the department with uniforms and PPE
- Provide public relations and fire prevention for customers within the city and schools

November 2007- 2018 Seagoville Fire Department Seagoville, TX

Firefighter / Paramedic

- Provide customer service to the citizens of the community
- Respond to emergencies within the city and mutual aid others
- Operation of fire apparatus and power tools
- General station duties and maintenance

June 2009- Present Fairview Fire Rescue Fairview, TX

Captain

- Responsible for daily activities and operations on my current shift
- Payroll and scheduling for my shift

- Oversee and make sure calls are ran according to SOPs
- Training and Public relations

Engineer / Paramedic

- Responsible for operation of fire apparatus and pumping operations
- Maintain SCBAs for the department
- Ability to step up in the role as acting Captain
- Respond to emergencies in and out of the Town of Fairview
- Present a positive attitude and provide customer service

Certifications

- TCFP Firefighter Master
- TCFP Fire Service Instructor II
- TCFP Wildland Firefighter Basic
- TCFP Incident Safety Officer
- TCFP Fire Officer IV
- TCFP Driver / Operator
- TDH Paramedic
- Swift Water Technician
- Master Fire Inspector
- Plans Examiner

Education

August 2003- 2017

Collin College

Plano / McKinney, TX

Completed my Associates Degree in Fire Science

August 2019- Present

UNT Dallas

Dallas, TX

I am currently enrolled in the Emergency Management program seeking a Bachelors Degree

References

Matthew England	Seagoville Fire Department	972-287-3330
Mark Barnaby	Acudata	972-489-7332
Steven Thimons	Plano Fire Department	972-824-3516
James Allen	Seagoville Fire Department	972-287-3330



Council Agenda Item

Item 9
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Finance/HR Manager Savage
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	<ul style="list-style-type: none">• <u>Proposed Resolution</u>• <u>Res. No. 2018-592 (Ext. of Depository Services Agreement – One Year – 1/1/2019—12/31/2019) with Agreement</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-656, REGARDING A BANK DEPOSITORY AGREEMENT. [SAVAGE]

SUMMARY

The City of Parker entered into a Depository Service Agreement with The American National Bank of Texas, effective January 2015 to December 2017. The agreement allows for three (3) one-year extensions. On December 5, 2017 and then on December 4, 2018, City Council extended the agreement for the first and second of the three (3) one-year extensions, which extended the Agreement beginning January 1, 2019 and expiring December 31, 2019. The staff recommends extending the agreement for an additional year. Per American National Bank of Texas Representative Colleen Biggerstaff's email, dated December 1, 2020, the Bank needs Council approved request on City letterhead to extend the agreement an additional year.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020 via email
City Administrator:	<i>Luke Olson</i>	Date:	12/04/2020

CITY OF PARKER
RESOLUTION NO. 2020-656
(Bank Depository Agreement)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING A ONE YEAR EXTENSION TO
A BANK DEPOSITORY AGREEMENT BETWEEN THE CITY OF
PARKER AND AMERICAN NATIONAL BANK OF ALLEN, TEXAS.**

WHEREAS, the City of Parker, Texas entered into a Bank Depository Agreement with American National Bank of Allen, Texas on January 8, 2015 (“Agreement”); and

WHEREAS, the City of Parker wishes to extend the Agreement for a period of one year beginning January 1, 2021 and expiring December 31, 2021.

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

Section 1. Extension of the Agreement for a period of one year is approved.

Section 2. The Agreement is incorporated and made a part of this Resolution by reference.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 8th day of December, 2020.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Proposed

RESOLUTION NO. 2018-592
(Bank Depository Agreement)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING A ONE YEAR EXTENSION TO
A BANK DEPOSITORY AGREEMENT BETWEEN THE CITY OF
PARKER AND AMERICAN NATIONAL BANK OF ALLEN, TEXAS.**

WHEREAS, the City of Parker, Texas entered into a Bank Depository Agreement with American National Bank of Allen, Texas on January 8, 2015 ("Agreement"); and

WHEREAS, the City of Parker wishes to extend the Agreement for a period of one year beginning January 1, 2019 and expiring December 31, 2019.

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

Section 1. Extension of the Agreement for a period of one year is approved.

Section 2. The Agreement is incorporated and made a part of this Resolution by reference.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 4th day of December, 2018.



CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Brandon S. Shelby, City Attorney

Depository Services Agreement

This agreement is between the City of Parker, Texas, hereinafter referred to as the CITY, whose address is 5700 East Parker Road, Parker, Texas, 75002, and The American National Bank of Texas, hereinafter referred to as ANBTX, whose principle office for the purpose of this Agreement is located at 720 South Greenville Avenue, Allen, Texas 75002.

- I. Purpose** – The purpose of this Agreement is to state the terms and conditions under which ANBTX will serve as depository and provide banking services for the CITY.
- II. Services** – ANBTX will perform the services required by the CITY as noted in the proposal submitted December 5th, 2014. All contract terms remain as stated in this proposal with the exception of the items noted below.
 - a. **Pricing:** CITY elected Option 2 Compensating Balances of \$1.8 Million defined below
 - i. CITY shall maintain average collected non-interest bearing balances of \$1.8 million and ANBTX will provide all banking services free of charge.
 - ii. Any interest bearing investment balances shall earn a rate equal to the current Public Funds Money Market rate plus 0.15%. The total current rate is 0.20%. The ANBTX Public Fund Money Market rate and Premium ECA rate is subject to change from time to time to reflect current market rates. However, ANBTX will guaranty it to go no lower during the contract period.
 - b. **Special note:**
 - i. If balances do not meet the compensating requirement, all fees listed in Attachment A of the proposal shall apply.
 - ii. The waiver under Option 2 does not cover the following incremental Treasury Management Services offered: Card services, Smart Safe, Safekeeping, Bill Payment Consolidator or Merchant Processing services. Pricing on any new expanded services shall be disclosed prior to implementation.

ANB shall further provide such banking services related to the scope of this Agreement but not specifically listed herein and at such reasonable prices as may be mutually agreed upon in writing between ANB and the CITY.

- III. Term** – This Agreement is effective from January 1, 2015 to December 31, 2017. This agreement allows for three (3) one-year extensions, subject to the mutual agreement of both parties. CITY must request the extension of the Bank Depository Contract and related agreements in writing 90 days prior to the expiration of the initial two (2) year contract, and also 90 days prior to the expiration of each optional one (1) year extension.

Both parties further agree that in the event a different bank is selected to provide depository services for the year following the expiration of this Agreement, ANBTX will assist in the transition and provide depository services as the CITY may request in the same manner and at the same cost as provided in this Agreement, for a period up to 90 days after the expiration of this Agreement.

Should either the CITY or ANBTX breach the terms of this Agreement or default on any of its obligations hereunder, this Agreement may be terminated by the non-breaching party for cause upon 30 days written notice to the other party.

- IV. Notices** – Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt

requested. Mailed notices shall be addressed to the address of the parties as they appear in the initial paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

Compliance with Applicable Statutes, Ordinances and Regulations – In performing the services required under this Agreement, ANBTX shall comply with all applicable Federal, State, and local laws, ordinances and regulations.

CITY time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by ANBTX and held in trust by its custodian (FHLB – Dallas). ANBTX will maintain pledged balances in an amount equal to at least 102% of the total CITY deposits. A monthly report will be provided to the CITY.

V. Assignments – Neither party shall assign this Agreement or any interest or obligation hereunder without prior written consent of both parties.

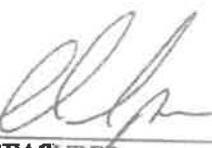
Miscellaneous – This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assigned. Any oral representations or modifications concerning this Agreement shall be of no force or effect except through a subsequent modification in writing signed by both parties.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained.

By: 
CITY MANAGER ADMINISTRATOR (date)
CITY OF PARKER, TEXAS

By: 
SVP & TREASURER (date)
AMERICAN NATIONAL BANK OF TEXAS



Council Agenda Item

Item 10
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Staff
Estimated Cost:	Date Prepared: December 4, 2020
Exhibits:	<ul style="list-style-type: none">• <u>None</u>

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND ANY APPROPRIATE ACTION ON SALES TAX. [MEYER]

SUMMARY

Councilmember Meyer will lead Council in a discussion, regarding Sales Tax.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



Council Agenda Item

Item 11
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Administration
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	<ul style="list-style-type: none">• <u>See Res. No. 2016-520, passed and approved August 30, 2016</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONATION
ACCEPTANCE FROM REPUBLIC WASTE FOR THE LIGHT TOWERS.
[PETTLE/OLSON]

SUMMARY

The Mayor and Council will consider accepting the generous donation from Republic Waste for the light towers.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2016-520
(Acceptance of Gifts to the City by the Mayor)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT, OR REJECT, GIFTS TO THE CITY OF PARKER OF A VALUE OF \$500.00 OR LESS; AND REQUIRING A RECORD TO BE KEPT BY THE CITY OF ALL ACCEPTED OR REJECTED GIFTS.

WHEREAS, the prior policy of the City of Parker has been for the City to take formal action regarding the proposed donation of all gifts to the City of Parker, and

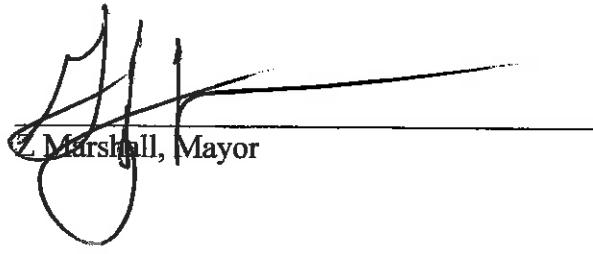
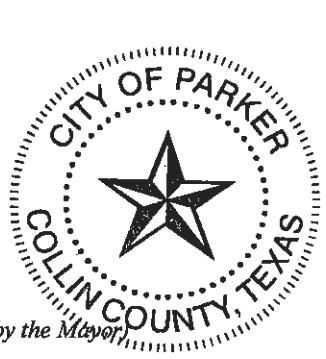
WHEREAS, the City Council has determined that gifts to the City of a value of \$500.00 or less could be accepted, or rejected, by the Mayor at the Mayor's discretion, and

WHEREAS, all other gifts, and all gifts including any form of real estate, shall continue to be placed on the City Council Agenda;

NOW, THEREFORE BE IT RESOLVED by the City Council by the City of Parker, Texas as follows:

1. The Mayor is authorized to accept or reject in writing all gifts offered to the City of Parker of a monetary value of \$500.00 or less, and excluding all other gifts; including any form of real estate. The Mayor may make such inquiry as to the nature and purpose of the gift as the Mayor requires.
2. All gifts of a value of more than \$500.00, or which include real estate, shall be placed on the City Council Agenda for formal approval, or rejection, by vote of the City Council.
3. A written or electronic record of each and every gift offered to, and either accepted or rejected by the City of Parker shall be maintained as a public record. The minutes of a city council meeting are sufficient.

Resolved this 30th day of August, 2016.



Marshall, Mayor

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

James E. Shepherd
James E. Shepherd, City Attorney



Council Agenda Item

Item 12
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Administration
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	<ul style="list-style-type: none">• <u>See Res. No. 2016-520, passed and approved August 30, 2016, attached to Item #11</u>• <u>Jamie and LeAnn Turrentine Check</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONATION
ACCEPTANCE FROM JAMIE AND LEANN TURRENTINE. [PETTLE/OLSON]

SUMMARY

The Mayor and Council will consider accepting the generous donation from Jamie and Leann Turrentine.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020



11/30/20

Turrentine Police Donation

99-000-10100

1,000.00

26-000-4900

1,000.00



Council Agenda Item

Item 13
C'Sec Use Only

Budget Account Code:	Meeting Date:	December 8, 2020
Budgeted Amount:	Department/ Requestor:	Fire Chief Sheff
Fund Balance-before expenditure:	Prepared by:	Fire Chief Sheff
Estimated Cost:	Date Prepared:	November 22, 2020
Exhibits:	<ol style="list-style-type: none"><u>Proposed Resolution</u><u>ILA with City of Wylie, TX for dispatch services dated September 2020</u><u>ILA with City of Plano, Tx for dispatch services dated October 2010;</u><u>Modification #1 dated October 2018;</u><u>Modification #2 for approval by Council</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2020-657 TO POSTPONE COMMENCEMENT OF FIRE DEPT. DISPATCH SERVICES FROM OCTOBER 1, 2020 UNTIL JANUARY 1, 2021 AND TO EXTEND THE CURRENT FIRE DEPT. DISPATCH AGREEMENT WITH THE CITY OF PLANO. [SHEFF]

SUMMARY

Background:

The fire department presently contracts with the City of Plano through its Public Service Communications section for dispatch services. We operate under an ILA dated October 22, 2010 and modified October 11, 2018 extending the contract to September 30, 2020.

The fire department's budget for the fiscal year ending Sept. 30, 2020 provided \$126,000 in funding to transition our dispatch service from the City of Plano to the City of Wylie's fire department communications section.

Council approved an ILA with the City of Wylie for dispatch services for the fire department commencing October 1, 2020.

The COVID-19 pandemic has impacted operations of the fire departments of both Parker and Wylie, impacted our vendors, and impacted their respective supply chains. As a result, the system design and implementation, including the purchase of hardware and software, to transfer dispatch services from Plano to Wylie was delayed and the October 1, 2020 transition did not occur.

To protect the lives and property of the citizens of Parker the fire dept. requested Plano to modify the dispatch contract and extend its maturity at least one year. The extension was necessary, 1) to provide for continued dispatch services beyond September 30, 2020, and 2) to provide for a period of operating "parallel" dispatch services. Avoiding a disruption in the prompt dispatch of fire dept. apparatus and personnel to an emergency is paramount to protecting the lives and property of our citizens - minutes and seconds matter. Running dual dispatch services until we are confident that the transition has been completely successful is prudent and necessary.

Under the ILA with Plano, either Parker or Plano with 60-day notice may terminate the dispatch contract for convenience. Parker shall pay for all fees incurred through the effective date of termination.

Wylie has agreed to postpone the commencement date to January 1, 2021 and pro-rate the annual dispatch fee.

Plano has agreed to extend the dispatch contract one year with an optional second year.

We now anticipate dispatch under the Wylie ILA will begin January 2, 2021 and are anticipating operating with parallel dispatch services for no longer than three months but more likely two months.

Budget Impact:

The cost of design/purchase/install of hardware and software to transition dispatch to Wylie came in slightly below the original budget.

The cost of extending dispatch services with Plano beyond September 30, 2020 is \$5.97 per resident for the first 12 mos. of the modified ILA, which is expected to be \$29,969. Providing for a 3-month period of operation (although we anticipate 2 months) the cost to the City is \$14,985.

Given a January 1, 2021 start for Wylie, the pro-rated cost for dispatch services for the fiscal year ending September 30, 2021 is \$60,000 whereby the fiscal year budget allocated \$80,000.

The total cost of dispatch services is expected at slightly under \$75,000, inside of the \$80,000 presently allocated.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	12/03/2020
City Attorney:	<i>Brandon S. Shelby</i>	Date:	12/03/2020 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

RESOLUTION NO. 2020-657
(*Fire and Emergency Medical Dispatch Services*)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF MODIFICATION AND
EXTENSION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF PARKER AND THE CITY OF PLANO AND POSTPONE TO
COMMENCEMENT OF AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PARKER AND THE CITY OF WYLIE FOR FIRE
AND EMERGENCY MEDICAL DISPATCH SERVICES.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement for Fire and Emergency Medical Dispatch Services; and

WHEREAS, the City of Parker entered into an Interlocal Agreement (“ILA”) with the City of Plano for said services on October 11, 2010 for an initial five year term; and

WHEREAS, the City of Parker renewed said ILA for a three year extension in October 2015; and

WHEREAS, the City of Parker modified and extended the ILA for an additional year in October 2018 and again in September 2019; and

WHEREAS, the City of Parker approved an ILA with the City of Wylie to commence October 1, 2020; and

WHEREAS, The COVID-19 pandemic has impacted operations of the fire departments of both Parker and Wylie, impacted our vendors, and impacted their respective supply chains. As a result, the system design and implementation, including the purchase of hardware and software, to transfer dispatch services from Plano to Wylie was delayed and the October 1, 2020 transition did not occur; and

WHEREAS, the City of Plano has agreed to extend their ILA to provide dispatch services until the City of Parker is able to transition to the City of Wylie and the City of Wylie has agreed to pro-rate the cost of providing dispatch services until they are capable of doing so as agreed in the ILA; and

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 necessary documents extending the ILA with the City of Plano for the provision of fire and emergency medical dispatch services and delaying the transfer of fire and emergency medical dispatch services to the City of Wylie until the transfer can be made in a way to maintain the level of service detailed in the ILA.

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

APPROVED AND ADOPTED this 8th day of December, 2020.

RESOLUTION NO. 2020-657
(*Fire and Emergency Medical Dispatch Services*)

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Brandon Shelby, City Attorney

Proposed

RESOLUTION NO. 2020-657
(Fire and Emergency Medical Dispatch Services)

RESOLUTION NO. 2020-639
(Fire and Emergency Medical Dispatch Services)

**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 CITY OF WYLIE FOR FIRE
AND EMERGENCY MEDICAL DISPATCH SERVICES.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement (“ILA”) for Fire and Emergency Medical Dispatch Services; and

WHEREAS, the City Council for the City of Parker finds it in the best interest of the citizens of Parker to execute an ILA for fire and emergency medical dispatch services with the City of Wylie as presented in Exhibit “A” attached hereto and incorporated fully herein by reference

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 Exhibit “A” attached hereto for the provision of fire and emergency medical dispatch services.

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

APPROVED AND ADOPTED this 18th day of August, 2020.




Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED TO FORM:


Brandon Shelby, City Attorney

INTERLOCAL AGREEMENT FOR COMMUNICATIONS CENTER AND DISPATCH SERVICES

This Interlocal Agreement for Communications Center and Dispatch Services ("Agreement") is entered into by and between the City of Wylie, Texas, a home-rule municipality ("Wylie") and the City of Parker, Texas, a Type-A, general law municipality ("Parker"). Wylie and Parker are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Wylie has established a comprehensive regional public safety and public service communications and dispatch center ("Communications Center"); and

WHEREAS, Wylie's Communications Center is equipped with radio, telephone and data equipment and is designated as a 911 emergency communications Public Safety Answering Point ("PSAP"); and

WHEREAS, Wylie currently has equipment and operator capacity above and beyond the immediate needs of Wylie and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Wylie has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Parker has requested that Wylie provide communications and dispatch services to Parker, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, Wylie and Parker deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Wylie and Parker hereby agree as follows:

1. Performance of Services.

- a. Wylie shall provide to Parker, on a non-exclusive basis, communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and other general civil emergencies (collectively, "Services"). In order to facilitate the Services, Parker shall provide to Wylie's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Parker's operations.
- b. Without waiving any governmental immunity to which it is entitled, Wylie agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Wylie employees and agents in connection with the performance of the Services.
- c. Without waiving any governmental immunity to which it is entitled, Parker agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Parker employees and agents. It is also the responsibility of Parker to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations.
- d. On an ongoing basis, Wylie and Parker agree to provide complete and adequate training to personnel selected by Parker and/or Wylie in the use of the Communications Center.
- e. It is specifically agreed and understood by the parties hereto that this Agreement is permissive only and no property rights are granted hereunder.
- f. In the event Parker or Wylie should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate thirty (30) days in advance of the effective date of the termination.
- g. Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be reduced to writing and forwarded to the persons designated below. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1(f) above.
- h. The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Parker. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine priorities in the dispatching and use of equipment and

personnel. In the event that Wylie determines that it cannot provide continuous and uninterrupted Services to Parker during the Primary Term of this Agreement (and any Renewal Term), Wylie shall use its best efforts to promptly notify Parker of the interruption in provision of the Services and the estimated time until Services will be resumed.

The term of this Agreement shall commence on October 1, 2020 and shall terminate one (1) year after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for five (5) successive one (1) year periods ("Renewal Terms"), unless terminated earlier by either party in accordance with this Agreement.

3. Termination.

This Agreement may be terminated on the occurrence of either of the following:

- a. Either party may terminate the Agreement by providing the other party written notice of termination at least ninety (90) days prior to the anticipated date of termination; or
- b. Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice.
- c. For cause, according to Section 1(f), herein.

In the event of a termination (except for cause under 1(f) and 3(c), herein), Wylie shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Parker shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Wylie, this Agreement may be terminated or renegotiated in the event Parker annexes additional territory into its corporate limits and/or increases the area that Parker serves. Immediately upon the completion of any annexation proceedings, Parker shall notify Wylie of the annexation, in writing, and provide Wylie with a legal description of the annexed area.

4. Compensation.

Parker, out of current revenues available to it, shall pay to Wylie the amount of seventy-eight thousand four hundred fifty-four and 31/100 dollars (\$78,454.31) as compensation for Wylie's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section. Such amount is based upon the costs incurred by Wylie in order to fulfill Wylie's obligations

under this Agreement ("Compensation Amount"), Parker shall pay the Compensation Amount to Wylie net 30 days of date on the invoice during the Primary Term and each Renewal Term of this Agreement.

For any Renewal Term, the Compensation Amount shall be adjusted to an amount equal to the sum of Wylie's annual costs to cover: (i) the base pay rate for an entry-level dispatcher increased by any costs of living and/or average merit pay increases that are budgeted for the upcoming fiscal year; (ii) such dispatcher's expected overtime pay; and (iii) employee benefits normally provided to such a dispatcher position by Wylie that are separate and apart from pay rate and overtime pay. During each Renewal Term, Parker shall pay to Wylie an annual fee, in addition to the Compensation Amount, for administrative services in the amount of ten percent (10%) of the Compensation Amount. The formula for determining the Compensation Amount shall be reviewed by Wylie and Parker during each Renewal Term of this Agreement for possible adjustments, but Wylie shall have the final determination as to the Compensation Amount for each successive term of this Agreement.

So that Wylie and all entities or agencies participating in the Communications Center may have projected cost estimates in advance of the normal municipal budgeting cycle, Wylie shall evaluate and determine the estimated cost for participation for the next fiscal year with this estimate to include the annual service fees and rate increases, based on this annual review, to be determined by Wylie prior to April 1st of each year and shall be effective for Services received after October 1st, the beginning of a new fiscal year for Wylie of each year. Wylie shall notify Parker of any rate increases for Services performed or in the annual service fee by certified mail, mailed to the person designated in this Agreement to receive such notices, on or before April 1st of each year. To the extent that the total amount of any such increases communicated by Wylie, including both the Compensation Amount and the ten percent (10%) fee for administrative services, would be in excess of fifteen percent (15%) of the full amount of Parker's payment due for the then-current term, Parker may, at its discretion, elect to terminate this Agreement by providing Wylie written notice of termination at least ninety (90) days before the start of the successive Renewal Term. In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the parties shall have no further obligations under this Agreement.

The Compensation Amount due for any term of this Agreement shall be prorated in the event a party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Notwithstanding anything to the contrary in this Agreement and in addition to the Compensation Amount and any other fees required under this Agreement, Parker shall pay all expenses for operation and maintenance of any equipment of facilities installed and operated at the Communications Center for the use of Parker. Radio equipment transmitting on frequencies used by Parker or its service area is an example of the types of equipment or facilities that fall into this category for determination of costs.

5. Miscellaneous Provisions.

a. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

b. Indemnity.

PARKER SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF PARKER'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF PARKER, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, AND REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE, ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND/OR EMPLOYEES, THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

c. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Parker,
to:

Parker Fire Department
Attn: Mike Sheff, Fire Chief
5700 E Parker Rd,
Parker, Texas 75002

If to Wylie,
to:

City of Wylie
Attn: Brandon Blythe, Fire Chief
300 Country Club Road
Wylie, Texas 75098

d. Entire Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

e. Venue and Governing Law.

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, and both parties agree that venue shall be in Collin County, Texas.

f. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

g. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

h. Severability.

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found 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 this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

i. Amendments.

Wylie and Parker may amend this Agreement only by an instrument in writing signed by both parties.

j. Multiple Counterparts.

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

k. Assignment.

This Agreement is not assignable.

I. Immunity.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

m. Representations.

Each signatory represents that this Agreement has been read by the party for which this Agreement is executed, and that each party has had an opportunity to confer with counsel, on the matters contained herein.

n. Drafting Provisions.

This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

o. Independent Contractor.

Except as otherwise expressly provided herein, Parker and Wylie agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

p. No Third Party Beneficiaries.

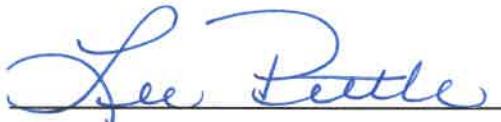
Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

q. Records.

By entering into this Agreement, neither party is provided with any contractual right of access to any records or information created, received, or maintained by the other party unless expressly stated herein. Each party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act, and any third party seeking information generated or maintained by a party to this Agreement should submit requests for such information directly to that party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF PARKER, TEXAS



Lee Pettle, Mayor

Date: August 18, 2020

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



City Attorney

CITY OF WYLIE, TEXAS

Chris Hoisted, City Manager

Date: -----

ATTEST:



Stephanie Storm, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

RESOLUTION NO. 2010-308
(Fire and Emergency Medical Dispatch Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND THE CITY OF PLANO PROVIDING FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the 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 been presented with an interlocal cooperation agreement proposed by the City of Plano, entitled "Agreement Between the City of Plano and The City of Parker for Fire and Emergency Medical Dispatch Services," 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 and conditions thereof are in the best interests of the City and should be approved;

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

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

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

SECTION 3. 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.

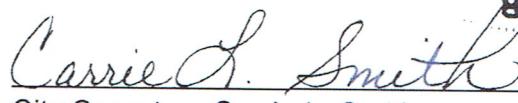
PASSED AND APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN COUNTY, THIS 17TH DAY OF AUGUST, 2010

APPROVED:



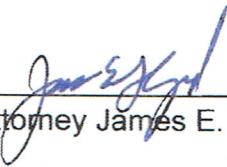

Mayor Joe Cordina

ATTEST:


Carrie L. Smith

City Secretary Carrie L. Smith

APPROVED TO FORM:


James E. Shepherd

City Attorney James E. Shepherd

AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF PARKER FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker"), as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, Plano and Parker are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Plano will provide dispatch services as herein described to Parker at a fee; and

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

NOW THEREFORE, Plano 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 three (5) years, beginning on the 1st day of October, 2010, and ending on the 30th 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 either Plano or Parker, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2018.

II. OBLIGATIONS OF PLANO

- 2.01 Upon transfer of fire and Emergency Medical Services (EMS) calls from the Collin County Sheriff's Office, Plano shall:
 - (a) dispatch Parker fire calls via radio and alpha-numeric pager, or in the event of radio malfunction, dispatch via any other method available; and
 - (b) provide pre-arrival EMS instructions when necessary and appropriate, and notify an EMS Provider designated by Parker when necessary and appropriate.

III. OBLIGATIONS OF PARKER

- 3.01 The primary Public Safety Answering Point (PSAP) for the City of Parker shall be the Collin County Sheriff's Office (CCSO). CCSO shall transfer all fire and EMS calls to the Plano Public Safety Communications (PSC) Center. Parker shall be responsible for maintaining a PSAP for all calls dispatched by Plano under this agreement and shall promptly notify Plano if the PSAP changes.

- 3.02 Parker shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.
- 3.03 Parker shall at all times provide Plano with current and accurate street maps of the entire City of Parker, including all areas that are served by fire, medical and other emergency personnel. This shall be in ESRI Shapefile format as specified by Plano.
- 3.04 Parker shall provide a current and accurate listing of all types of apparatus in its possession and shall provide current and accurate response information.
- 3.05 Parker shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Parker EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Parker shall provide all other information that is unique to Parker Fire Department operations, regardless of the type of information, and shall immediately notify Plano as to changes or modifications of all such information that is reasonably necessary for Plano to provide services under this Agreement.

IV. EMPLOYMENT RIGHTS NOT ABRIDGED

Employment rights of personnel assigned to either Plano or Parker under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Parker shall not penalize personnel of either department nor shall it threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.

V. FEES

- 5.01 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against Parker. All fees due hereunder shall be paid from current revenues legally available to Parker. Parker agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population for Parker as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC).
 - (b) The fees for dispatching services shall be \$5.00 per Parker resident for the first year.
 - (c) The fees will increase two percent (2%) per capita for each remaining year.
 - (d) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

VI. PAYMENTS DUE

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. For the term of the Agreement ending September 30, 2018, Parker agrees to pay Plano the Annual Fees under Article IV within thirty (30) days of the receipt of the invoice.

VII. TERMINATION

7.01 This agreement may be terminated as specified below upon the occurrence of any of the following:

- (a) 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.

VIII. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

IX. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers or functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X. ASSIGNMENT AND SUBLetting

Parker agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano and Parker, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Parker further agrees that the performance of this Agreement shall not relieve Parker from its full obligations to Plano as provided by this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Plano and Parker and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Plano and Parker.

XII. 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:

Plano Representative:
CITY OF PLANO
Director of Public Safety Communications
1520 K Avenue, Suite 010
Plano, TX 75074
972-941-7931

Parker Representative:
CITY OF PARKER
City Administrator
5700 East Parker Road
Parker, TX 75002
972-442-6811

XIII. 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.

XIV. 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 contract to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. 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 and necessary, exclusive venue shall lie in Collin County, Texas.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, 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.

XVII. 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 instance of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. SUCCESSORS AND ASSIGNS

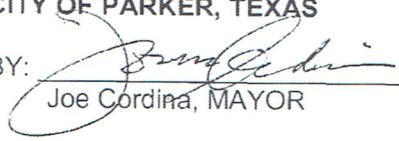
The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without prior written consent of the other

party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

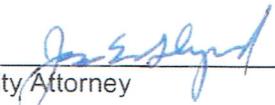
EXECUTED on the dates indicated below:

CITY OF PARKER, TEXAS

BY:


Joe Cordina, MAYOR

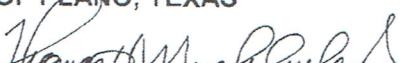
APPROVED AS TO FORM:



City Attorney

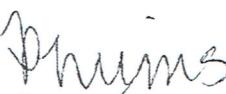
CITY OF PLANO, TEXAS

BY:



Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 7th day of December 2010, by **JOE CORDINA, MAYOR** for the **CITY OF PARKER, TEXAS**, a general law municipality, on behalf of such municipality.



Carrie Lynn Smith
Notary Public, State of Texas

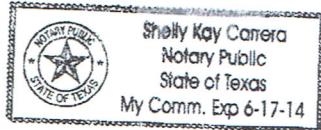
STATE OF TEXAS

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 21st day of October 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** for the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.



Shelly Kay Camera
Notary Public, State of Texas

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano and City of
	§	Parker, Texas
	§	
	§	Fire and Emergency Medical Dispatch
COUNTY OF COLLIN	§	Services

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, and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter "PARKER"). CITY and PARKER are sometimes collectively referred to as "Parties."

W I T N E S S E T H:

WHEREAS, the PLANO City Council approved the Interlocal Agreement with PARKER on October 11, 2010 (hereinafter "Agreement") for Fire and Emergency Medical Dispatch Services (hereinafter "Services"); and

WHEREAS, it is necessary to modify the term and fees sections of the Agreement 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 I. **TERM** is hereby modified to read in its entirety as follows:

I.
TERM

The term of this Agreement is for a period of five (5) years, beginning on the 1st day of October, 2010, and ending on the 30th 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 either PLANO or PARKER, as set forth hereafter, this Agreement shall automatically renew yearly without

further action until its automatic termination on the 30th day of September 2018.

An additional term of one (1) year commencing on October 1, 2018 and ending on September 30, 2019, with the option to renew one (1) additional year now added to this Agreement.

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **V. FEES** is hereby modified to add subsection 5.02 in its entirety as follows:

5.02 The fees to be paid in the additional term and the optional term for Fire and Emergency Medical Dispatch Services shall be assessed against PARKER. All fees due hereunder shall be paid from current revenues legally available to PARKER. PARKER agrees to pay PLANO according to the following schedule:

- a) The annual fee for dispatch services shall be based upon the estimated population for PARKER as identified by the annual Population Estimates published by the North Texas Central Council of Governments (hereinafter "NCTCOG").
- b) The fees for dispatching services shall be \$5.74 per PARKER resident for the first year of the additional term.
- c) The fees will increase two (2) percent per capita for the remaining optional one (1) year renewal for the additional term.
- d) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

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

Date: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for City of Parker, Texas

CITY OF PLANO, TEXAS

Date:

By:

**Susan Carr
DIRECTOR OF PUBLIC SAFETY
COMMUNICATIONS**

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

6

COUNTY OF

8

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, (Authorized representative) _____ (Title) of **CITY OF PARKER, TEXAS**, a general-law municipality, on behalf of said general-law municipality.

Notary Public, State of Texas

STATE OF TEXAS

8

COUNTY OF COLLIN

5

This instrument was acknowledged before me on the _____ day of _____, 2018, by **SUSAN CARR**, Director of Public Safety Communications, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

THIS SECOND MODIFICATION OF INTERLOCAL AGREEMENT (hereinafter "Second 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, and the **CITY OF PARKER**, a general-law municipality (hereinafter "PARKER").

WITNESSETH:

WHEREAS, the PLANO City Council approved the Interlocal Agreement with PARKER on October 22, 2010 (hereinafter "Agreement") for Fire and Emergency Medical Dispatch Services (hereinafter "Services") and

WHEREAS, PLANO and PARKER executed the First Modification on October 24, 2018 to modify: (1) the Term to add an additional year with an option to renew for one (1) year; and (2) the fees based on the PARKER population and annual population estimates published by North Texas Central Council of Governments (hereinafter “NCTCOG”); and

WHEREAS, PLANO and PARKER desire to further amend such Agreement by extending the Term and modifying the fees as set forth herein this Second 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 Second Modification and the Agreement, priority of interpretation shall be in the following order: Second Modification, First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

1

Beginning on the effective date of this Second Modification and continuing through the remaining term of the Agreement, **section I. TERM** is hereby modified to read in its entirety as follows:

The term of this Agreement is for a period of eleven (11) years, beginning on the 1st day of October, 2010, and ending on the 30th day of September, 2021, with an optional one (1) year renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either PLANO or PARKER, as set forth hereafter, this Agreement shall automatically renew without further action until its automatic termination on the 30th day of September 2022.

II.

Beginning on the effective date of this Second Modification and continuing through the remaining term of the Agreement, **section V. FEES** is hereby modified read in its entirety as follows:

5.02 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against PARKER. All fees due hereunder shall be paid from current revenues legally available to PARKER. PARKER agrees to pay PLANO according to the following schedule:

- a) The annual fee for dispatch services shall be based upon the estimated population for PARKER as identified by the annual Population Estimates published by the North Texas Central Council of Governments (hereinafter "NCTCOG").
- b) The fees for dispatching services shall be \$5.74 per PARKER resident per year until commencement of the 2020 – 2021 term. Fees for the 2020 - 2021 term shall be \$5.97 per PARKER resident (an estimated of \$29,969.00).
- c) The fees will increase two (2) percent per capita for the remaining one (1) year optional renewal period.
- d) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

III.

Each person signing this Second Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Modification. Each party represents and warrants to the other that the execution and delivery of the Second Modification and the performance of such party's obligations hereunder have been duly authorized and that the Second Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

CITY OF PARKER

Date: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Attorney for City of Parker

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



Council Agenda Item

Item 14
C'Sec Use Only

Budget Account Code:	Meeting Date: December 8, 2020
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: December 2, 2020
Exhibits:	None

AGENDA SUBJECT

DISCUSSION AND APPROPRIATE ACTION ON POSSIBLY CANCELING THE DECEMBER 15, 2020 REGULAR CITY COUNCIL MEETING. [PETTLE]

SUMMARY

Due to the upcoming holidays, the Mayor has requested City Council consider canceling the Tuesday, December 15, 2020 regular City Council meeting.

POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/03/2020
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	12/04/2020

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
2021			
TBD	International Building Codes	Machado	2018 0920 PWD GM working on update
TBD	Annual Codification Supplement	C'Sec	Last update 2019 0604 CC Mtg
TBD	2021 City Fee Schedule	Savage	2015-2016 Approved 2/29; added 2016-17 to FA; last Update 2019 0604; BP Update 2019 0917
TBD	Electronic Agenda - in process	Olson	MLP added 2019 0624; Discussed 2019 0618 & 12 Long Term Planning; Demo 2019 1107 AM; 2019 1217 Update; Possibly live 01/2021
Monthly	Republic Waste Quarterly Report	Bernas	Sept/Oct Report - 2020 1117 CC Agenda;
Feb, May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller/Fowers	3rd Qtr 2020 1117 CC Agenda
Feb, Apr May, Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2020 1117 CC Agenda
TBA	Drainage Committee	Meyer	Last Update 2019 0903; 2020 0421; 0204; 0602; 1006
TBA	Transportation Committee	Standridge	2020 1117 (T)
TBA	Emergency Communication Committee	Abraham	Last Update 2019 0917 ; 2020 0424; 0204; 0616; 2020 1006
TBA	Comprehensive Plan Committee	Olson/Smith	2019 0903 CC Agenda; 2020 0616; 2020 0721; 1st Mtg 2020 0810; 2020 1006
TBA	Capital Improvement Program (CIP) Committee	Taylor	Last Update 2019 0917; 2020 0121; 0616
TBA	Noise Committee	Olson?	2019 0827 CC Agenda; 2019 1217 CC Agenda
TBA	Facility	Pettle	2020 1208 CC Agenda
TBA	Town Hall Meeting - Drainage	Meyer/Pettle	2019 0922 MLP Email
TBA	Consider Tax Freeze for those over 65	Grant/Shelby	2019 0820 CC - Lou Zettler
TBA	P&R Logo	Pettle/Olson/Shelby	See 2020 0421 CC Minutes - Tabled P&R Redesign & CC Re-assess on future agenda
January, 2021	Strategic Plan	Olson/Lynch	Added 09302020 by CALO

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
January, 2021	Water Rate Analysis	Savage	0810 Ord739 2016 Water Rate Amendments for 2016-2020
February, 2021	2020 Racial Profiling Report	Brooks	
February, 2021	Annual Audit Report	Savage	
February, 2021	Calling for Election - Special (Sales Tax) ?? & General Election to Elect three (3) City Council Members at-large	Scott Grey	Last Day to Order February 12, 2021
February, 2021	Joint Election Agreement	School	
February 17, 2021	Drawing for a Place May, 2020 Ballot	Scott Grey	Tentatively February 16, 2021, 6:30, prior to Council Mtg
Jan/Feb, 2021	Advertiser for Bids 2020-2021 Annual Road Maintenance Project	Machado/Birkho ff	Advertised last in May, 2020
Jan/Feb, 2021	Advertise for Bids for water line or other projects	Scott Grey	
February 2, 2021	Order the 2021 Election	Scott Grey	Statutory Last Day for Ordering Election - Feb. 12