



AGENDA

CITY COUNCIL MEETING

JUNE 1, 2021 @ 7:00 PM

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, June 1, 2021, at 7:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

The Council meeting will be open to the public and live streamed. The City of Parker will provide disposable face masks and hand sanitizer. If you feel uncomfortable attending the meeting in person, please 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

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

- 1. PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JUNE 9, 2021, 6 PM - VIRTUAL ONLY
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, JUNE 16, 2021, 6 PM – IN-PERSON AND VIRTUAL
- PROJECTED 2021 TAX RATE PLANNING CALENDAR

INDIVIDUAL CONSIDERATION ITEMS

1. APPROVAL OF MEETING MINUTES FOR MAY 18, 2021. [SCOTT GREY]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-668 PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT ONE (1) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]
3. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 801, REGARDING “NO THRU TRUCK TRAFFIC” SIGNAGE. [PETTLE/BROOKS]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-669 ON UPDATING THE INVESTMENT COMMITTEE. [PETTLE/SAVAGE]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 802, AN ORDINANCE OF THE CITY OF PARKER FINDING THAT THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND COSERV GAS, LTD. IS REASONABLE; ORDERING COSERV GAS, LTD. TO IMPLEMENT THE RATES AGREED TO IN THE SETTLEMENT AGREEMENT; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS

PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL. [SHELBY]

6. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING/RESCHEDULING THE JULY 6, 2021, REGULAR CITY COUNCIL MEETING, DUE TO JULY 4TH HOLIDAY. [PETTLE]

ROUTINE ITEMS

7. FUTURE AGENDA ITEMS

UPDATE(S):

DRAINAGE COMMITTEE [MEYER]

SALES TAX [MEYER]

COMPREHENSIVE PLAN COMMITTEE [OLSON/SLAUGHTER]

FACILITY [COUNCIL]

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]

Parker Women's Club (PWC) donated a variety of food/snacks, including Nothing Bundt Cakes (cakes & cupcakes); tea, lemonade, sandwiches, salad/salad dressing and salted caramel cookies, estimated value \$150.

Murphy Police Communications delivered a dozen Bundtinis estimated value \$25.00.

Girl Scout 151 Service Unit delivered several boxes of Girl Scout Cookies estimated value \$90.00.

Jalen Christopher 5003 E. Parker Road Parker, TX 75002 delivered three cakes estimated value \$15.00.

Hsaing-Fang Hsieh and Tsui-Chen Tseng 5901 Parker Village Drive donated chips and cookies estimated value \$50.00.

Stacy Patrick 5202 Ravensthorpe Drive donated individual pies estimated value \$25.00.

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

8. 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.
 1. Evaluate job performance and organization of certain employees
- b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.
 1. Status update of pending and contemplated lawsuits
- 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).
 1. Legal matters unrelated to pending or contemplated litigation

d. Government Code Section 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property.

1. Real property matters

RECONVENE REGULAR MEETING.

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

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 May 28, 2021, 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

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 24, 2021
Exhibits:	<ul style="list-style-type: none"> • Parks and Recreation Commission (P&R) Tentative 2021 Calendar • Comprehensive Plan (COMP) Committee Tentative 2021 Calendar • Projected 2021 Tax Rate Planning Calendar

AGENDA SUBJECT

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JUNE 9, 2021, 6 PM
- VIRTUAL ONLY
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, JUNE 16, 2021, 6 PM
- IN-PERSON AND VIRTUAL
- PROJECTED 2021 TAX RATE PLANNING CALENDAR

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:	05/27/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021



2021

P&R – 2nd Wednesday, 6 PM

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 9, 2021

July 14, 2021

August 11, 2021

September 8, 2021

October 13, 2021

November 10, 2021

December 8, 2021

JANUARY

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
			31			

MAY

S	M	T	W	T	F	S
			1	2	3	4
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Parks and Recreation (P&R) Commission



2021

Tentative

COMP Committee – 3RD Wednesday, 6 PM

January 20, 2021

February 17, 2021

March 17, 2021

April 21, 2021 – **May conflict with early voting**

May 19, 2021

June 16, 2021

July 21, 2021

August 18, 2021

September 15, 2021

October 20, 2021 – **May conflict with early voting**

November 17, 2021

December 15, 2021

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					31	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
			30	31		

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
			31			

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APRIL

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Comprehensive Plan (COMP) Committee

Draft

CITY OF PARKER

2021 PLANNING CALENDAR



April - May	Mailing of "Notices of Appraised Value" by Chief Appraiser. The Chief Appraiser prepares and certifies to the Tax Assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
April 30	
May 15	Deadline for submitting Appraisal Records to ARB.
July 20	Deadline for ARB to approve Appraisal Records.
July 25	Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.
Aug	Certification of anticipated collection rate by collector.
July 25 - Aug.	Calculation of Effective and Rollback Tax Rates.
July 25 - Aug.	Submission of Effective and Rollback Tax Rates to governing body from the Tax Office.
July 30, 2021	72 Hour Notice for Meeting (Open Meetings Notice).
August 3, 2021	Meeting of Governing Body to Discuss Tax Rates. If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule two Public Hearings.
August 9, 2021	Publish the " Notice of 2021 Property Tax Rates " by September 1. Notice must be published at least seven (7) days before first Public Hearing. Notice must also be posted on the municipality's website.
August 13, 2021	72 Hour Notice for First Public Hearing (Open Meetings Notice).
August 17, 2021	First Public Hearing At least 7 days after publication of " Notice of 2021 Property Tax Rates ."
August 27, 2021	72 Hour Notice for Second Public Hearing (Open Meetings Notice).
August 31, 2021	Second Public Hearing May not be earlier than 3 days after first Public Hearing. Schedule and announce meeting to adopt tax rate three to fourteen (3 - 14) days from this date.
September 3, 2021	72 Hour Notice for Meeting at which Governing Body will Adopt Tax Rate (Open Meetings Notice).
September 7, 2021	Meeting to Adopt 2021 Tax Rate. Meeting to adopt must be <u>no later than September 23, 2021</u> . Schedule meeting three to fourteen (3 to 14) days <u>after</u> second Public Hearing.
Noon on September 23	Deadline to submit the Tax Rate Ordinance to the Collin County Tax Office.

Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day.
Advice of taxing unit legal counsel should be sought to determine how to fulfill the requirements of Section 140.010 Local Code (SB 1510).

**Please provide a copy of the Ordinance adopting the 2021 Tax Rate to the Tax Office by
Noon on September 23, 2021.**



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 24, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR MAY 18, 2021. [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:	05/27/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021



MINUTES
CITY COUNCIL MEETING
MAY 18, 2021

The Council meeting was open to the public and live streamed. 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 regular meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettle called the meeting to order at 7:00 p.m. Mayor Pro Tem Cindy Meyer and Councilmembers Diana M. Abraham, Terry Lynch, Jim Reed, and Michael Slaughter were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Brandon Shelby, Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Captain Kenneth Price

ADMINISTER OATH

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED OFFICIAL, COUNCILMEMBER JIM REED. (MR. REED WAS UNABLE TO ATTEND THE 2021 0511 CITY COUNCIL CANVASSING MEETING, DUE TO A CONFLICT.) [PETTLE]

Mayor Pettle administered the Oath of Office to newly elected Councilmember Reed. Mr. Reed took his seat at the bench.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Jim Reed led the pledge.

TEXAS PLEDGE: Ed Lynch led the pledge.

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

Mayor Pettle said there was one (1) emailed public comment from Kay Booth, 4010 Ann's Lane. The emailed comment will be attached to tonight's meeting minutes. (See Exhibit 1 – Kay Booth's email, dated May 18, 2021.)

ITEMS OF COMMUNITY INTEREST

- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, MAY 19, 2021, 6 PM – **IN-PERSON AND VIRTUAL**

Mayor Pettle said the Comprehensive Plan Committee meeting would be in-person and virtual for the May 19th meeting and the access code is or will be at the top of the

that agenda on the City's website at www.parkertexas.us when that agenda becomes available.

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JUNE 9, 2021, 6 PM - **VIRTUAL ONLY**

The Mayor stated the (P&R) Commission meeting would be virtual, and the access code is or will be at the top of the agenda for that meeting on the City's website at www.parkertexas.us when that agenda becomes available.

- PROJECTED 2021 TAX RATE PLANNING CALENDAR

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

1. APPROVAL OF MEETING MINUTES FOR APRIL 6, 2021. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR MAY 4, 2021. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR MAY 11, 2021. [SCOTT GREY]
4. INVESTMENT QUARTERLY REPORT. [SAVAGE]
5. REPUBLIC WASTE MONTHLY REPORT (MAR/APR). [BERNAS]
6. DEPARTMENT REPORTS- ~~BUILDING (MAR/APR)/CODE (MAR/APR)~~ CODE APR, COURT(MAR/APR), FINANCE (monthly financials) (MAR/APR), FIRE (1ST QTR), POLICE (MAR/APR) AND WEBSITE (MAR/APR)

MOTION: Councilmember Slaughter moved to approve consent agenda items 1 through 6, removing only the Building Reports from item 6 Departmental Reports for further discussion. Mayor Pro Tem Meyer seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

6. DEPARTMENT REPORTS- ~~BUILDING/CODE (MAR/APR) ONLY~~

Councilmember Slaughter voiced concern whether Building Report fees shown as owed have been paid. City Administrator Olson indicated the issue is a new employee learning new software. Mr. Olson said he and Finance/Human Resources Director Savage are aware of the problem and are looking into ways to improve the process to prevent this error in the future.

MOTION: Councilmember Slaughter moved to accept the Building Reports. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ANNUAL AUDIT REPORT. [SAVAGE]

Finance/H.R. Manager Savage introduced Jon Watson, CPA, with BrooksWatson & Co., PLLC.

Mr. Watson stated his name and firm's address, 114950 Heathrow Forest Pkwy., Suite 530, Houston, TX 77032, for the record. He said the Audit, ending

September 30, 2020, for the City of Parker was completed. He then reviewed a PowerPoint presentation in the City Council packet, covering various highlights such as an overview of the audit process; components of the annual financial report; independent auditor's report; financial highlights; city revenues – governmental activities; statement of revenues, expenditures and changes in fund balance; schedule of revenues, expenditures and changes in fund balance (budget & actual); statement of revenues, expenditures and changes in net position; schedule of changes in net pension liability and related ratios; and conclusion (other Communications and Questions).

Mr. Watson noted the City of Parker received an unmodified opinion, which is the highest level of assurance; has approximately 10 months in reserves for operating expenditures; and the pension plan is fully funded with a funded ratio of 78%, which is adequate by Fitch ratings.

The auditors noted a few areas City Staff could make improvements:

- **EFFECTIVE CONTROLS OVER FINANCIAL STATEMENT DISCLOSURE** - Review the existing policies, procedures, and controls over these areas to ensure that all information is recorded and reported properly.
- **PAYROLL TIMESHEETS (UNSIGNED)** – To provide personal accountability and validation of the timesheets, employees will sign their timesheets prior to submission, and they will be signed by the department head as well.
- **PERMITS** – Review Permits to assure all permits are being properly entered into Incode (Incode® is an integrated enterprise resource planning (ERP) system used by the Public Works Department and designed to improve departmental, financial management.) to be paid properly.

City Staff said they have already made a note of the issues and are working on improvements and adjustments to improve the processes.

Councilmember Lynch asked about the Material Weakness in controls over Financial Reporting reported in the audit letter. The auditors stated that this means that if the auditors did not step in there is a significant chance that something could be materially misstated if the auditors did not intervene. The auditor also stated that every city that they audit except one has this weakness.

Councilmember Slaughter asked that the Annual Financial Report 2020 For Fiscal Year Ended – September 30, 2020, page 33, paragraph 2 – **Reporting Entity**, be corrected. The paragraph states, “The City of Parker, Texas (the “City”) was incorporated on March 22, 1969 and operates under a Council-Manager form of government. Mr. Slaughter noted the City of Parker, Texas is a strong Mayor or Council-Administrator form of government. (See Exhibit 2 – BrooksWatson & Co., PLLC’s Annual Financial Report 2020 For Fiscal Year Ended – September 30, 2020, corrected, dated May 19, 2021.)

MOTION: Councilmember Abraham moved to accept/approve the Annual Financial Report 2020 For Fiscal Year Ended – September 30, 2020.

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

Mayor Pettle complimented Finance/H.R. Manager Savage and City Staff for a good job on the audit. Council agreed.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION IN THE TOTAL AMOUNT OF \$1,250 FROM THE PARKER WOMEN'S CLUB (PWC) TO BE ALLOCATED, AS FOLLOWS: [PWC REP]
 - \$500 TO PARKER POLICE DEPARTMENT (CHECK #1655)
 - \$500 TO PARKER FIRE DEPARTMENT (CHECK #1656)
 - \$250 TO THE PARKER PARKS & RECREATION (P&R) COMMISSION FOR WILDFLOWERS TO BE PLANTED IN THE PRESERVE (CHECK #1657)

Mayor Pettle read the agenda caption, thanking the Parker Women's Club (PWC) for their generous donations, totaling \$1,250, allocated as stated above.

MOTION: Councilmember Abraham moved to accept the Parker Women's Club (PWC) donations, totaling \$1,250 as stated. Councilmember Reed seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 799, APPROVING THE 2021 CITY FEE SCHEDULE. [OLSON/MACHADO]

Public Works Director Machado reviewed the 2021 City Fee Schedule, highlighting certain changes. After discussion, it was noted the City Fee Schedule needed to reflect 2021, not 2016, and current Ordinance No. 799, not the previous adopted Ordinance No. 734. (See Exhibit 3

– 2021 City Fee Schedule corrected, dated May 19, 2021.)

MOTION: Councilmember Slaughter moved to accept/approve the 2021 City Fee Schedule, correcting/updating the schedule for 2021. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A PARKS AND RECREATION (P&R) COMMISSION RESIGNATION. [PETTLE]

MOTION: Councilmember Abraham moved to accept Parker and Recreation (P&R) Commissioner – Alternate One (1) Patti Cordina's resignation from the P&R Commission, due to health issues, as stated in her resignation email, dated April 16, 2021. Councilmember Reed seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-667, A RESOLUTION OF THE CITY OF PARKER, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED;

AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL. [SHELBY]

City Attorney Shelby reviewed the item stating, on April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately \$97,826,277.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 7, 2021.

MOTION: Councilmember Lynch moved to approve Resolution No. 2021-667, a resolution of the City of Parker, Texas ,finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the City should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

12. PUBLIC HEARING REGARDING ZONING REGULATIONS AMENDMENTS. [PETTLE/MACHADO/SHELBY]

Mayor Lee Pettle opened a public hearing to receive comments regarding Zoning Regulations Amendments at 7:51 PM.

Mayor Pettle recognized Alan Meyer, 7278 Moss Ridge Road, as he submitted a comment card. (See Exhibit 4 – Alan Meyer's Public Comment Card, dated May 18, 2021.) Mr. Meyer noted he did not wish to speak, but would like to register his opinion, which stated he "would like to advise that no changes be deployed, as he came to Parker due to the relaxed rules and guidelines."

Todd Fecht, 7234 Moss Ridge Road, thanked City Council for their service. Mr. Fecht said he attended the Planning and Zoning Commission Sub-Committee meetings, and he had no issue with the Zoning Regulations revisions that were in his opinion mostly clean up with no real substantive changes, while he had concerns with other versions. He does not want his rights taken away "land grab" nor does he want to live in a Homeowners' Association (HOA) like many subdivisions in Plano, Texas. "That is not country." Mr. Fecht opposed passage of Ordinance No. 800 with any substantive changes.

Mayor Pettle noted Kay Booth's emailed public comment, regarding this matter, acknowledged earlier in public comments again. (See Exhibit 1 – Kay Booth's email, dated May 18, 2021.)

No one else came forward; therefore, the Mayor declared the public meeting closed at 8:00 PM.

13. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 800, AMENDING ZONING REGULATIONS. [CITY CODE OF ORDINANCES, CHAPTER 156: ZONING REGULATIONS] [PETTLE/MACHADO/SHELBY]

Mayor Pettle reviewed the lengthy process of reviewing the Zoning Regulations stating a City Council City Code of Ordinances Sub-Committee was formed July 11, 2017, (See Exhibit 5 – July 11, 2017 City Council Meeting Minute excerpt.).

MOTION: Councilmember Slaughter moved to

- table action on Ordinance No. 800, amending the Zoning Regulations;
- revise/update the Council Sub-Committee as follows, Mayor Lee Pettle, Mayor Pro Tem Cindy Meyer, City Attorney Brandon Shelby, and Public Works Director Gary Machado
- have the Council Sub-Committee meet with Planning and Zoning (P&Z) Commission's Sub-Committee to discuss/develop an agreed upon version with a red-lined comparison of changes with current City Code;
- have full City Council and full P&Z Commission meet and discuss proposed changes and produce a final agreed upon version;
- the final agreed upon version will then go to P&Z Commission for public hearing and final recommendation to City Council;
- City Council will have a public hearing, discuss and consider any Zoning Regulations amendment/revisions for possible approval.

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

ROUTINE ITEMS

14. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda. Councilmember Slaughter requested a Comprehensive Plan Committee update be added to the June 1, 2021, City Council meeting agenda.

Mayor Pettle asked if there were any additional items to be added to the future agenda. Hearing no additional requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, June 1, 2021.

UPDATE(S):

- **PUMP STATION [MACHADO]**

Public Works Director Machado said due to weather conditions and North Texas Municipal Water District (NTMWD) requested changes, the pump station is approximately sixty (60) days behind schedule. City Staff is trying to work through the changes/costs and will bring back either an item, if necessary, or an update to City Council.

- **NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]**

City Administrator Olson said he and City Attorney Shelby were in contract negotiations with NTMWD, regarding a second point water delivery. Mr. Olson also noted NTMWD recently changed Executive Directors and he is discussing the City's issues with the new Director, who is an engineer. The City of Parker is a customer city and therefore we are participating with other customer cities on the NTMWD contracts. City Engineer Birkhoff is currently gathering data on water usage and population estimates including the number of homes to present to NTMWD, as we understand NTMWD may be developing a standardized contract for all customer cities and the City of Parker is different, having no real commercial development, schools, hospitals, etc. Finally, Mr. Olson said the City must abide by the NTMWD Water Conservation Implementation Plan, adopted January 17, 2018, through Resolution No. 2018-562, which has been taken over by the U.S. Environmental Protection Agency (EPA).

- **CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE [LYNCH]**

Councilmember Lynch said the Capital Improvement Plan should include streets, drainage and water related infrastructure. Once she receives a list of the City streets for repair in the next five years, the Committee will compile additional information to bring back City Council and residents to develop a prioritized list.

Finance/Human Resources Director Savage will then assist in developing/finding funding plan.

- **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]**

Mayor Pettle reviewed the donation below and said on behalf of herself City Council, City and City Staff, the donation is accepted, and we thank the

Islamic Association of Allen and East Plano Islamic Association for their kind and general donation(s).

- 2021 0510 Islamic Association of Allen and East Plano Islamic Association donated seven (7) lunches estimated value \$70.00.

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.

15. 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 8:39 p.m.

16. RECONVENE REGULAR MEETING.

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

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

No action was taken.

18. ADJOURN

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

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 1st day
of June, 2021.

From: Kay Booth
To: [Patti Grey](#)
Subject: COMPREHENSIVE ZONING ORD HEARING
Date: Tuesday, May 18, 2021 2:55:20 PM

TO: City of Parker
 FROM: Kay Booth - 4010 Ann's Lane, Parker
 DATE: 5/18/2021
 RE: Comprehensive Zoning Code revision Hearing

Comments for Zoning Code Hearing - please read at meeting

Thanks to the many people - staff, mayor, city council, P&Z, residents - who have committed an inordinate number of hours over a multi-year period of time to get to this point of recommending updates to the current Comprehensive Zoning Ordinance (City of Parker Chapter 156).

The 5/18/2021 Agenda packet presented three versions of the zoning ordinance for comparison:

- 1) Current (online version)
- 2) P&Z version with suggested changes to current document
- 3) City Council sub-committee version with suggested changes

And also (P&Z) "change document" charting changes they suggested

Even though I have been present at many P&Z committee meetings considering revisions, trying to reconcile the suggested changes among the 3 documents is confusing. While many of the proposed changes are formatting and language clarification, there appear to still be inconsistencies within each document and recommended changes that may have unintended consequences when it comes to interpretation and enforcement.

As the Parker Comprehensive Plan is also under review now, and Texas requires zoning ordinances to relate to the city comprehensive plan, perhaps the "cart is ahead of the horse".

Having a forward-looking, functioning Comprehensive Plan stating the current land use status, goals and aspirations of the residents would be a uniting foundation for legislating zoning codes and making other important city decisions.

City of Parker, Texas

NOTES TO FINANCIAL STATEMENTS

September 30, 2020

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

B. Reporting Entity

The City of Parker, Texas (the "City") was incorporated on March 22, 1969 and operates under a Type A General Law form of government. The City provides: police; fire; code enforcement; public works; street repair and maintenance; parks; general administrative services; water; wastewater; and sanitation.

The City is an independent political subdivision of the State of Texas governed by an elected council and a mayor and is considered a primary government. As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City's financial reporting entity. The Parker Volunteer Fire Department, although legally separate, is considered part of the reporting entity. No other entities have been included in the City's reporting entity. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and is fiscally independent of other state and local governments. Additionally, prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

**City of Parker
Fee Schedule
2021**

Exhibit 3

The following schedule of fees shall apply to the permits, licenses, services and programs provided by the City of Parker. In the occasion the City must hire an outside service or consultant to perform any of these services or any unlisted service, the City may charge the applicant 100% of the outside service or consultant charges including actual costs, administrative and overhead costs plus 7% administrative fees.

Current Fees

Alarm Registration

New Owner Registration (pro-rated each month)	\$60.00
Annual Renewal - Due Jan. 1	\$20.00
Late Fee on alarm registration/ 30-day grace period	\$10.00
False Alarm Charges	

3 false alarms are permitted per year without charge, each after are:

Burglary Alarm	\$75.00
Panic Alarm	\$75.00
Fire Alarm	\$75.00
False alarm for <u>un-registered</u> alarms	\$275.00

NOTE: Other fees collected by the Police department are State Mandated

Animal Control* (Resolution No. 2019-617)

Animal Impound Fee	
1st Impound	\$50.00
2nd Impound	\$75.00
3rd Impound	\$125.00
4th Impound and up	\$150.00
Daily Handling Fee	\$10.00 per day
Pet Registration	
Sterilized	\$10.00 per year
Non-Sterilized	\$15.00 per year
Dangerous Dog Registration (Per Animal)	\$50.00
Livestock Permit (Per Tract of Land)	\$35.00
Dog or Cat Adoption Fee (Per Animal Non-Sterilized)	\$85.00
Dog or Cat Adoption Fee (Per Animal Sterilized)	\$45.00
Quarantine Fee	\$150.00
Microchip Fee (Per Animal)	\$20.00
Euthanasia Fee	\$25.00
Disposal Fee	\$25.00
Shipping for Rabies Testing (Per Animal)	Actual Shipping Cost
Owner Surrender Fee (Per Animal)	\$20.00
Call for Service (Per Call)	\$75.00
Emergency Call for Service (Per Call)	\$150.00

*These are pass-thru fees charged by the City of Murphy directly to the animal's owner.

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

Current Fees

Building/Construction Fees

Any project started without a City Permit shall pay double the permit fee. If any outside consulting and contract services are used by the City for any project, the applicant shall pay the cost at 100% plus 7% administrative fees.

Fire Suppression System Review	\$150.00
--------------------------------	----------

Deposit on New Construction (refundable)	\$1,000.00
New/Addition/Remodel Construction Permit	

Based on Square Footage

001 to 500	\$250.00
------------	----------

501 to 1000	\$500.00
-------------	----------

1001 to 1250	\$625.00
--------------	----------

1251 to 1500	\$750.00
--------------	----------

1501 to 1750	\$875.00
--------------	----------

1751 to 2000	\$1,000.00
--------------	------------

2001 to 2250	\$1,125.00
--------------	------------

2251 to 2500	\$1,250.00
--------------	------------

2501 to 3000	\$1,500.00
--------------	------------

3001 to 3500	\$1,750.00
--------------	------------

3501 to 4000	\$2,000.00
--------------	------------

4001 to 4500	\$2,250.00
--------------	------------

4501 and up	\$ 2500.00 plus .50 per sq. ft. over 4500
-------------	---

Plus

Electrical	.03 per sq. ft.
------------	-----------------

Plumbing	.03 per sq. ft.
----------	-----------------

Mechanical	.03 per sq. ft.
------------	-----------------

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

<u>Current Fees</u>		
Accessory/Out Buildings		
1 to 1000 square feet		\$100.00
1001 to 1500 square feet		\$150.00
1501 to 2000 square feet		\$200.00
2001 to 2500 square feet		\$300.00
	<i>Plus</i>	<i>Plus for each applicable trade</i>
	Electrical	\$75.00
	Plumbing	\$75.00
	Mechanical	\$75.00
 Other Permits		
Demolition and removal		\$75.00
Driveway / Culvert		\$75.00
Electrical		\$75.00
Fence		\$75.00
Miscellaneous		\$75.00
Heating / Air		\$75.00
Lawn Irrigation & Backflow		\$75.00
Plumbing		\$75.00
Pool and fence - Above ground		\$75.00
Pool and fence - In ground		\$500.00
Spa		\$75.00
Structure Moving Permit		\$75.00
 Right of Way Work (Refundable)		
Routine Maintenance		\$500.00
Minor construction		\$1,000.00
Major construction		\$2,000.00
 Signs		
Temporary Real Estate		\$75.00
Temporary Construction	Signage	\$75.00
Monument Signs		\$75.00
Bulletin board signs		\$75.00
Signs greater than 16 sq. ft.		\$75.00
Class 2 Signage		\$75.00
Class 3 signage		\$75.00
Withdrawn and/or Denied Permits		10% of total permit cost

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

Current Fees

Contractor Registration - Renewed Annually

Electrical Contractor	\$100.00
Fire Sprinkler Contractor	No Fee
General Contractor	\$100.00
Irrigation Contractor	\$100.00
Backflow Tester	\$100.00
Mechanical Contractor	\$100.00
Plumbing Contractor	No Fee
Pool Contractor	\$100.00

Inspection Fees

Re-Inspections	\$50.00
Annual Backflow Test - Fire Sprinkler System (commercial)	\$25.00
Annual Fire System Inspection (commercial)	\$50.00

Development Fees

Abandonment of Real Property	\$500.00
Annexation Petitions	\$400 plus \$5 /acre
Copies -Subdivision Regulations and Zoning Ordinance Book	\$150.00
Plat - Development	\$300 plus \$30/Acre
Plat -Preliminary	\$800 plus \$30/Acre
Plat - Final	\$800 plus \$30/Acre
Plat - Final Plat Filing Fees	100% plus 15% adm costs
Plat -Minor Subdivision (5 acres or less)	\$500 plus \$100/lot
Plat -Re-Plat Application/Amending Plat	\$500 plus \$15/lot
Public Works Inspection/Engineering Plans/Legal Review (50% Water/50% City)	5% of total construction costs

Site Plan \$300 plus \$25/Acre

Traffic Control Devices:

Per divided street intersection (signage)	\$300.00
Per linear foot per lane line (painting)	\$0.75
Per street intersection (signage)	\$150.00
Signs for street names (each)	\$200.00
Special Activities District	\$500 plus \$30/Acre*
Zoning - Special Use Permit	\$1,000.00

Special Use Permit Annual Renewal - Cross Creek Ranch, Ord. 273 \$1,000.00

Zoning Change Request, Zoning Change \$500 plus \$10/acre

Zoning Variance Request \$600.00

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

Current Fees

Water and Utility Fees

Water and Sewer Usage Rates

Hydrant Meter Deposit - Refundable when meter returned in working order

City Meter	\$2,500.00
Hydrant Meter Damage/Replacement Fee	
Meter	\$1,250.00
Backflow Preventer	\$750.00

Sewer Service

Connection Fee	\$1,000.00
Monthly Base Fee	\$78.98

Solid Waste Collection and Disposal

Monthly Base Fee	\$21.72 *
Administration Fee	\$1.59 *
Third Trash Cart	\$8.52*

**These charges are subject to sales tax.*

Water Meter Fees

1" meter with existing tap	\$2,000.00
1" meter requiring tap	*** Includes up to 100' of service line ***
2" meter requiring tap	*** Includes up to 100' of service line ***
*** 1" Impact Fee \$3,938.95 ***	
*** 2" Impact Fee \$15,755.82 ***	
Road Bore	100% actual cost +10%
Replacement meter	
3/4", 1" or 2" Meter	\$750.00
3/4", 1" or 2" Radio/End Point	\$500.00

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

Current Fees

Water Service

New service set up fee	\$50.00 (Non-refundable)	
Monthly Base Fee		
0-4,000 gallons		\$40.00
4,001-15,000 gallons		\$4.35 per thousand gallons
15,001-30,000 gallons		\$5.40 per thousand gallons
30,001-50,000 gallons		\$6.75 per thousand gallons
50,001-70,000 gallons		\$10.75 per thousand gallons
70,001- Up		\$14.85 per thousand gallons
Past Due Penalty	10% of amount past due	
Re-Connect Fee during business hours	\$50.00	

**City of Parker
Fee Schedule
2021**

Exhibit A
Ordinance No. 799

Current Fees

Living Legacy Tree Program

Red Crepe Myrtle	\$750.00
White Crepe Myrtle	\$750.00
Bald Cypress	\$1,000.00
Cedar Elm	\$1,000.00
Live Oak	\$1,000.00
Chinquapin Oak	\$1,000.00
Chinese Pistache	\$1,300.00

Miscellaneous City Charges

Credit Card Fee (Velocity)	2.50%
Credit Card Fee (Open Edge)	Greater of 3% or \$1.25
Return Check Fee	\$25.00
Notary Fee (Non-residents Only)	\$6.00 per signature/seal
Open Records Request	Follow all current state rates
Copy Charges	Follow all current state rates
Firework Permit	\$100.00
<i>Solicitor's Permit</i>	
Non-charitable Organizations plus	\$75.00
each additional agent	\$25.00
Charitable Organizations	\$25.00

hibit 4

P.H.

COMMENT CARD

Please complete and give to the City Secretary prior to the start of the meeting. All comments will be limited to 3 minutes. If you are with a group, please select one spokesperson to speak on the group's behalf.

Name: Alan Meyer Date: 5/18/2021
Street Address: 7278 MOSS RD Phone: 972-442-9763
Subject/Agenda Item: PZ Payroll Email: AFMEYER@ATT.NET

I WISH TO SPEAK TO THE MAYOR AND CITY COUNCIL.

I DO NOT WISH TO SPEAK, BUT WOULD LIKE TO REGISTER MY OPINION.

Comments: I WOULD LIKE TO ADVISE THAT
NO CHANGES ARE DEPLOYED AS WE
CAME TO PARKER DUE TO THE
RELAXED RULES & GUIDELINES.

STAY INFORMED: WWW.PARKERTEXAS.US

JULY 11, 2017 CITY COUNCIL MEETING MINUTE EXCERPT

3. DISCUSSION AND/OR DIRECTION ON REVIEW OF ALL ORDINANCES. [SHELBY]

Brian Smith, 7228 Moss Ridge Circle, expressed concerns about the City's Code Enforcement, particularly in Moss Ridge Estates. Mr. Smith said he contacted his neighbor and reported numerous concerns in regard to his neighbor's property, 7234 Moss Ridge. He asked that the City Code be enforced and Moss Ridge Estates be monitored more closely.

Peggy Threadgill, 7233 Moss Ridge Road, said she agreed with her neighbor Brian Smith. Ms. Threadgill also asked that the City monitor and enforce the current City Code. Additionally, she asked City Council to consider the difference between acreage and residential subdivision properties with regard to the City Code of Ordinances.

Jim Threadgill, 7233 Moss Ridge Road, agreed with his wife, Peggy, and their neighbor Mr. Smith. He believes there are areas in Moss Ridge Estates that are in violation of the City Code of Ordinances, particularly addresses 7234 and 7252. Those properties were not being maintained. Mr. Threadgill reiterated the need for City Code enforcement in Moss Ridge Estates.

Annette Stone, 7266 Moss Ridge Road, agreed with the other Moss Ridge Estates residents and encouraged the City to continue monitoring code violations in Moss Ridge Estates.

Moss Ridge Estates residents indicated their concerns were not being acknowledged and to their knowledge residents, violating city code, were not even receiving letters to correct code issues. City Administrator Flanigan said he received approximately 40-50 possible code violations a week and he, his staff, and the city attorney were working diligently to resolve code violations they were made aware of in the City of Parker.

City Attorney Shelby said our city codes are enforced by Municipal Court. Certain procedures must be followed by City Staff. City Staff cannot trespass or violate the law to investigate possible code violations; however, City Staff may under proper circumstances obtain court orders to check private property. In regard to the City's Code of Ordinances, zoning code may be amended or revised, but public hearings are required. A regular review of the City's Code of Ordinances would be beneficial, as federal and state laws change among other factors. Mr. Shelby said if residents are trying to build a case, it would be helpful if they photographed alleged violations and reported those violations to the City. That would assist City Staff with enforcement.

Mayor Marshall said he asked City Administrator Flanigan to prepare a list of ordinances that require public hearings and have a more lengthy response time,

as well as other ordinances that can be handled more quickly. (See Exhibit 1 – List of requested ordinances, requiring public hearing and other ordinances.) The Mayor suggested forming a subcommittee consisting of himself, Councilmember Pettle, Councilmember Meyer, City Attorney Shelby and City Administrator Flanigan, to review the City Code of Ordinances to ensure compliance with state and federal laws, revising the Code for clarity, and editing for conflicts, and then return to City Council with recommendations.

MOTION: Councilmember Standridge moved to form a subcommittee consisting of Councilmember Pettle, Councilmember Meyer, City Administrator Flanigan and City Attorney Shelby to review the City's Code of Ordinances and return to City Council with recommendations. Councilmember Pettle seconded with Councilmembers Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 4-0.



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: Police Chief Brooks
Fund Balance-before expenditure:		Prepared by: Police Chief Brooks
Estimated Cost:		Date Prepared: April 23, 2021
Exhibits:	1. Proposed Resolution 2. Interlocal Jail Services Amendment One (1) 3. FY2022 Inmate Housing Fees 4. Resolution No. 2020-640 (2020-2021 Jail Services Agreement)	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-668 PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT ONE (1) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY. [BROOKS]

SUMMARY

This is a one-year extension of the Jail Services Agreement with Collin County executed by Council in 2020 (Resolution 2020-640). As stated in **Item #1** of the Contract Amendment One (1), the term of this extension shall be for a period of one (1) year beginning October 1, 2021 and shall continue in full force and effect through September 30, 2022. Either party may terminate this Agreement for any reason by giving a 90-day written notice to the other party. **Item #2** establishes the Basic Charge of \$58.80 per day or part of day per inmate will be charged to the City for one year beginning October 1, 2021 and ending September 30, 2022. The current rate is \$98.78. The original Agreement was adopted in 2002. **(Note: This gives clarity to the reason for our reduced fee for this extension. The Proposed Inmate per day Expense Entity Impact fee sheet states: "CARES Act funding was used in FY2020 to cover a portion of Public Safety Salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.")**

The Police Department is requesting that Council approve this agreement. As Council is aware, we have entered into an agreement with Wylie Police Department for primary jail services so that Class C Misdemeanor charges, including Parker Municipal Court Warrants, can be processed in that facility. The Police Department would reserve this Collin County Agreement as a back-up jail facility. We will not be charged unless we book a prisoner into the Collin County Facility.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	05/27/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	05/27/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021

RESOLUTION NO. 2021-668
(Amendment to Collin County Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE AMENDMENT OF THE JAIL SERVICES
AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.**

WHEREAS, the City of Parker is authorized by state law to execute an agreement for Jail Service with Collin County; and

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City Council of the City of Parker has approved an agreement with Collin County for the provision of jail services; and

WHEREAS, Collin County has proposed an amendment to said agreement reducing the fees therein.

**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 an amendment to the agreement with Collin County for Police Jail Services in substantially the form attached hereto as Exhibit "A".

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

APPROVED AND ADOPTED this 1st day of June, 2021.

ATTEST:

Patti Scott Grey, City Secretary

Lee Pettle, Mayor

APPROVED TO FORM:

Brandon Shelby, City Attorney



Contract Amendment

One (1)

Official Meeting Date: 06/01/2021 Item 2.
Collin County

2300 Bloomingdale Rd, Ste 3160

McKinney, TX 75071

972-548-4165

972-348-4105

Vendor: City of Parker
5700 E. Parker Road
Parker, TX 75002

Effective Date	10/1/2021
Contract No.	2021-005
Contract	Interlocal Agreement for Jail Services

Awarded by Court Order No.: 2020-965-10-05
Amendment 1 Court Order No.: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for the period of October 1, 2021 through September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice.

ITEM #2: Charges for fiscal year 2022: \$58.80 per day, per inmate

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE _____
TITLE: _____
DATE: _____

Michelle Charnoski
Purchasing Agent, CPPB
DATE:

Entity	FY 2015 Actual Paid	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2020 Inmate Days Utilizing FY 2022 Adopted Rate
Anna	\$ 4,257.19	\$ 3,489.50	\$ 3,768.66	\$ 4,606.14	\$ 4,395.09	\$ 4,543.88	\$ 4,204.72
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	-	-	\$ -
Celina	1,674.96	1,674.96	3,210.34	1,674.96	3,589.86	2,271.94	\$ 2,102.36
Collin Co. Community College				139.58	-	-	\$ -
Community ISD	-	-	-	-	-	-	\$ -
DART	-	-	-	209.37	-	188.94	\$ 174.84
Fairview	697.90	1,186.43	1,326.01	1,256.22	188.94	98.78	\$ 91.41
Farmersville	4,466.56	5,443.62	3,140.55	3,000.97	3,873.27	1,284.14	\$ 1,188.29
Farmersville ISD	-	-	-	-	-	-	\$ -
Josephine	-	69.79	209.37	-	-	98.78	\$ 91.41
Lavon	348.95	907.27	348.95	837.48	1,133.64	790.24	\$ 731.26
Lucas	279.16	348.95	-	-	94.47	-	\$ -
McKinney	75,442.99	88,005.19	73,349.29	63,090.16	70,285.68	36,977.85	\$ 34,217.80
Melissa	3,559.29	5,024.88	2,512.44	3,768.66	3,495.39	3,457.30	\$ 3,199.24
Murphy	2,931.18	2,652.02	4,885.30	3,419.71	3,400.92	4,642.66	\$ 4,296.13
Parker	139.58	139.58	209.37	418.74	-	395.12	\$ 365.63
Princeton	5,094.67	5,652.99	12,283.04	5,304.04	7,935.48	5,926.80	\$ 5,484.42
Prosper	279.16	1,884.33	1,954.12	2,372.86	3,684.33	4,247.54	\$ 3,930.50
Prosper ISD	-	-	-	-	-	-	\$ -
St Paul	-	-	-	-	-	-	\$ -
Westminister	-	-	-	-	-	-	\$ -
Wylie	-	-	2,931.18	3,978.03	7,179.72	2,271.94	\$ 2,102.36
	\$ 99,171.59	\$ 116,479.51	\$ 110,128.62	\$ 94,076.92	\$ 109,256.79	\$ 67,195.91	\$ 62,180.36
Rates	\$ 69.79	\$ 69.79	\$ 69.79	\$ 69.79	\$ 94.47	\$ 98.78	\$ 58.80
# City Days	1,421	1,669	1,578	1,348	1,157	680	
Federal Inmate Housing	\$ 1,118,594.12	\$ 905,525.25	\$ 919,901.99	\$ 821,360.10	\$ 952,492.33	\$ 1,179,869.74	\$ 1,254,164.03
# Federal Days	16,028	12,975	13,181	11,769	13,648	11,944	

Facility Utilization

% County	94.90%	95.54%	95.99%	96.41%	96.16%	96.38%
% City	0.41%	0.51%	0.43%	0.37%	0.30%	0.19%
% Federal	4.68%	3.95%	3.58%	3.22%	3.54%	3.42%

NOTE: CARES Act funding was used in FY 2020 to cover a portion of Public Safety salaries. This savings has translated into a lower daily rate for FY 2022. We expect the expenditures to return to normal over the course of FY 2021 and FY 2022.

RESOLUTION NO. 2020-640
(2020-2021 Jail Services Agreement)

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

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County; and

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services; 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 enter into an agreement with Collin County for Police Jail Services in substantially similar form to that attached hereto and approved by the City Attorney.

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

APPROVED AND ADOPTED this 9th day of September, 2020.

ATTEST:


Patti Scott Grey, City Secretary




Mayor Pro Tem Ed Standridge

APPROVED TO FORM:


Brandon Shelby, City Attorney

RESOLUTION NO. 2020-640
(2020-2021 Jail Services Agreement)

Interlocal Jail Services Agreement

This agreement is entered into on the 9th day of September 2020, by and between the City of Parker and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See Gov’t Code, § 791.011(e).*

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See Gov't Code, § 791.011(d)(3).*

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Civil Liability

The City and County (“Parties”) agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. *See Gov’t Code, § 791.006(b).*

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, “County” includes its officials, officers, deputies, employees, insurers, and agents. “City” includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties’ supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Parker or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party’s governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties’ claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum’s choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address as follows:

(A) Collin County, to:
Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

(D) Lee Pettle, Mayor
Parker City Hall
5700 E. Parker Road
Parker, TX 75002

Richard D. Brooks, Chief of Police
Parker City Hall
5700 E. Parker Road
Parker, TX 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the

mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

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

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

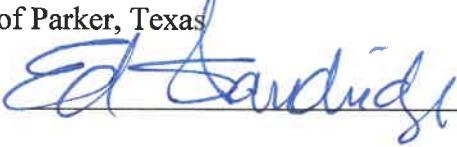
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

By: _____
Chris Hill, County Judge

Date: _____

City of Parker, Texas

By: 

Date: September 9, 2020

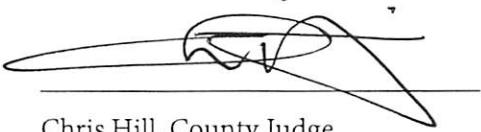
Title: Ed Standridge, Mayor Pro Tem

State of Texas	§	Court Order
Collin County	§	2020-965-10-05
Commissioners Court	§	

An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal jail services agreement with the City of Parker effective October 1, 2020 through and including September 30, 2021, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, October 5, 2020.



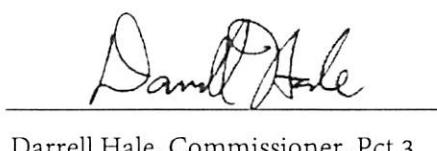
Chris Hill, County Judge



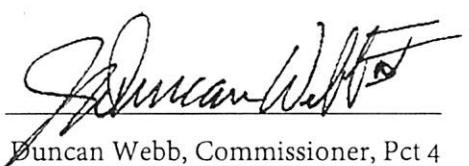
Susan Fletcher, Commissioner, Pct 1



Cheryl Williams, Commissioner, Pct 2



Darrell Hale, Commissioner, Pct 3



Duncan Webb, Commissioner, Pct 4



ATTEST: Stacey Kemp, County Clerk

Interlocal Jail Services Agreement

This agreement is entered into on the 5 day of October 2020, by and between the City of Parker and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (e.g. under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. “the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs” or
- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See Gov’t Code, § 791.011(e).*

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See Gov't Code, § 791.011(d)(3).*

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Civil Liability

The City and County (“Parties”) agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. *See Gov’t Code, § 791.006(b).*

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, “County” includes its officials, officers, deputies, employees, insurers, and agents. “City” includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties’ supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Parker or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party’s governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties’ claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum’s choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address as follows:

(A) Collin County, to:
Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

(D) Lee Pettle, Mayor
Parker City Hall
5700 E. Parker Road
Parker, TX 75002

Richard D. Brooks, Chief of Police
Parker City Hall
5700 E. Parker Road
Parker, TX 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the

mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

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

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

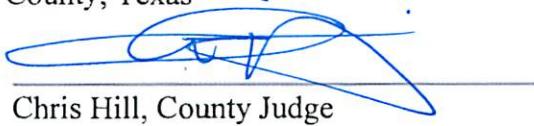
Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

By: 

Chris Hill, County Judge

Date: 6 OCTOBER 2020

City of Parker, Texas

By: 

Date: September 9, 2020

Title: Ed Standridge, Mayor Pro Tem

RESOLUTION NO. 2020-640
(2020-2021 Jail Services Agreement)

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

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County; and

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services; 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:**

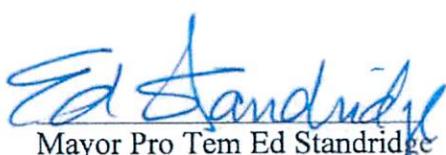
SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially similar form to that attached hereto and approved by the City Attorney.

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

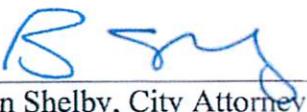
APPROVED AND ADOPTED this 9th day of September, 2020.

ATTEST:


Patti Scott Grey, City Secretary


Mayor Pro Tem Ed Standridge

APPROVED TO FORM:


Brandon Shelby, City Attorney

RESOLUTION NO. 2020-640
(2020-2021 Jail Services Agreement)

From: [Brooke Scullin](#)
To: [Richard Brooks](#)
Cc: [Shannon Poe](#); [Patti Grey](#)
Subject: FY 21 Signed Final Jail Interlocal Agreement & Court Order-City of Parker
Date: Tuesday, October 13, 2020 3:37:16 PM
Attachments: [FY 21 City of Parker Jail Services Signed & Final Court Order.pdf](#)

Good afternoon,

Here is the signed final copy of the Jail Interlocal Agreement and court order for FY21, for your records. Please let me know if you will need an original to be mailed. Have a wonderful day!

Thank you,

Brooke Scullin

Buyer Assistant
Collin County Purchasing
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071
972-548-4130



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: Mayor/Council
Fund Balance-before expenditure:		Prepared by: Police Chief Brooks City Administrator Olson
Estimated Cost:		Date Prepared: May 27, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Ordinance</u> • <u>Applicable Laws and Regulations to No Thru Trucks</u> 	

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 801, REGARDING "NO THRU TRUCK TRAFFIC" SIGNAGE. [PETTLE/BROOKS]

SUMMARY

I have provided the following information to help determine the feasibility and the successful enforcement of implementing a "NO THRU TRUCK TRAFFIC" route on Dublin Road. Texas Transportation Code Title 6. Roadways Subtitle E. Municipal Street Subchapter A. General Authority Sec. 311.002 General Authority of General-Law Municipality and Sec. 311.003 Additional Authority of Type A General-Law Municipality are included. Additionally, Section 6. And Section 8. Of the *Sign Guidelines and Applications Manual*, a companion manual to the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) are included for Council review.

It is the Police Department's position that this type of ordinance will be very difficult for the Department to enforce and will provide citizens an expectation that the ordinance will curtail or stop truck traffic. Officers would be forced to observe the truck travel throughout the entire span of Dublin Road before an enforcement stop could be executed. Additionally, any deliveries made on or off Dublin Road would be allowed. This could potentially cause citizen frustration on this issue. The Police Department will be available to answer any questions citizens or Council may have.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard Brooks</i>	Date:	05/27/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	05/27/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021

ORDINANCE NO. 801
{Dublin Road - No Thru Traffic}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AMENDING THE CITY OF PARKER CODE OF ORDINANCES BY ADDING A NEW SECTION 70.17, THRU TRUCK TRAFFIC PROHIBITED, TO CHAPTER 70, TRAFFIC REGULATIONS; ESTABLISHING REGULATIONS RELATED TO TRUCK TRAFFIC ON PUBLIC STREETS DESIGNATED AS NO THRU TRUCK STREET; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$500 FOR EACH VIOLATION THEREOF; AND MAKING FINDS RELATED THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHERAS, the City Council of the City of Parker, Texas finds that it is in the best interest of the health, safety and welfare of its citizens to prohibit thru truck traffic on certain streets within the City; and,

WHEREAS, the City Council further finds that the prohibition of thru truck traffic on the streets designated herein will help to prolong the life of those streets so designated; and,

WHEREAS, the City Council desires to prohibit thru traffic on the streets designated below; and

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

SECTION 1. The Code of Ordinances of the City of Parker, Texas is amended by the adding of a new Section 70.17, Thru Truck Traffic Prohibited, to Chapter 70, Traffic Regulations, to read as follows:

“Sec. 70.17 Thru truck traffic prohibited.

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

(1) *Authorized emergency trucks* shall mean fire department trucks, police trucks, public ambulances for which permits have been issued by the State Board of Health, emergency trucks of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated city, private trucks operated by volunteer firemen or certified emergency medical volunteers while answering a fire alarm or responding to a medical emergency, and trucks owned by the state or by a political subdivision engaged in emergency utility repair or electric, water, or wastewater services.

(2) *Light Truck* shall mean any truck with a manufacturer's rated carrying capacity of two thousand (2,000) pounds or less, including trucks commonly known as pickup trucks, panel delivery trucks, and carryall trucks.

(3) *Proof of route* shall mean a written verification of pick-ups, deliveries, or destinations which may include a log book, delivery slip, shipping order, bill or any other document which identifies and specifies the date, address, and name of the person requesting or directing the pick-up or delivery and the destination of the pick-up or delivery.

(4) *Truck* shall mean any motor vehicle designed, used or maintained primarily for the transportation of property, including "truck tractors," "road tractors," "trailers," semi-trailers," "pole trailers," and "special mobile equipment" as those terms are defined in the Texas Transportation Code.

Terms not defined herein shall be construed in accordance with customary usage.

(b) *Thru truck traffic.*

(1) *Regulation.* A person commits an offense if the person operates a truck upon a public street designated as a no thru truck street.

(2) *Affirmative defenses.* It is an affirmative defense to prosecution under this section if:

(i) The truck was an authorized emergency truck;

(ii) The truck was a bus or light truck; or

(iii) The truck:

a. was being driven to or from home or to fulfill a local commercial obligation to a buyer or seller at a given destination, evidenced by a bill or sale or invoice; and

b. the public street was the only route to such destination."

SECTION 2. Thru truck traffic is prohibited on the following streets:

Dublin Road

t
(insert) to (insert)

SECTION 3. The Director of Public Works is directed to erect and place signs designating the above streets as "No Thru Truck Traffic" streets.

SECTION 4. REPEALER CLAUSE: That all provisions of the Ordinances of the City of Parker in conflict with the provision of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY CLAUSE: It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 6. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

SECTION 7. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

ADOPTED on this the 1st day of June, 2021.

CITY OF PARKER, TEXAS

BY:

LEE PETTLE, MAYOR

ATTEST:

BY: _____

PATTI SCOTT GREY, CITY SECRETARY

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____

**BRANDON S. SHELBY,
CITY ATTORNEY**

TRANSPORTATION CODE

TITLE 6. ROADWAYS

SUBTITLE E. MUNICIPAL STREETS

CHAPTER 311. GENERAL PROVISIONS RELATING TO MUNICIPAL STREETS

SUBCHAPTER A. GENERAL AUTHORITY

Sec. 311.002. GENERAL AUTHORITY OF GENERAL-LAW MUNICIPALITY. (a) A general-law municipality has exclusive control over the highways, streets, and alleys of the municipality.

(b) The municipality may:

- (1) abate or remove an encroachment or obstruction on a highway, street, or alley;
- (2) open, change, regulate, or improve a street; or
- (3) put a drain or sewer in a street, prevent the obstruction of the drain or sewer, or protect the drain or sewer from encroachment or damage.

(c) To carry out its powers under this section, the municipality may:

- (1) regulate or change the grade of land; and
- (2) require that the grade of land be raised by filling an area.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 311.003. ADDITIONAL AUTHORITY OF TYPE A GENERAL-LAW MUNICIPALITY. The governing body of a Type A general-law municipality may:

- (1) prevent an encroachment or obstruction on a sidewalk in the municipality;
- (2) abate an encroachment or obstruction on a bridge, culvert, sidewalk, or crossway in the municipality;

- (3) construct, regulate, or maintain a bridge, culvert, sidewalk, or crossway in the municipality;
- (4) regulate the construction of a bridge, culvert, sewer, sidewalk, or crossway in the municipality;
- (5) require a person to keep weeds, unclean matter, or trash from the street, sidewalk, or gutter in front of the person's premises; or
- (6) require the owner of land to improve the sidewalk in front of the person's land.

Texas Department of Transportation

Sign Guidelines and Applications Manual (Additional information and procedures not covered in the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD))

Section 6: Truck Routes

Introduction

Local authorities may adopt traffic regulations controlling the movement of trucks on public roads within their jurisdiction consistent with state law.

Authority

By passage and enforcement of a city ordinance/resolution, a city may reroute trucks from a certain highway route within their corporate limits to an alternate highway route within their city limits.

The Texas Department of Transportation (TxDOT) has no legal authority to prohibit the use of any highway by any class of vehicle. In other words, TxDOT cannot discriminate between types of vehicles as long as they are within the weight and size limits established by law. TxDOT's authority is covered in the Texas Transportation Code, Chapter 201, Subchapter K, [Section 201.901](#), "Prohibiting Use of Highway Road."

Proposals

Cities should submit all proposals for re-routing on the state highway system in writing to the TxDOT district office for review and comment.

Route Guidelines

If an alternate route affects a county or another city, the city should obtain written consent from the affected county or city.

Weight and size carrying capability of the alternate route should be reasonably comparable. Also, the route should not be unreasonably longer than the original route. It should not be confusing to follow and should be selected so as not to jeopardize public safety. All truck routes should be on the State highway system.

The city assumes all responsibility for the route, including enforcement and any other legal matters.

Any route involving the Interstate System should be approved by the Federal Highway Administration (FHWA). The TxDOT Traffic Operations Division (TRF) coordinates the necessary approval with the FHWA.

Signing Guidelines

Proposed truck route signing should be adequate and in compliance with current signing practice. All signs required must conform to current standards as set out in the [Texas Manual on Uniform Traffic Control Devices](#) (TMUTCD) with regard to shape, size, color, letter size and style, mounting, location, etc.

The large and small advance TRUCK ROUTE sign assemblies may be used for additional emphasis of an existing or proposed truck route. See Figure 5-4 for an example of large advance truck route sign assembly.

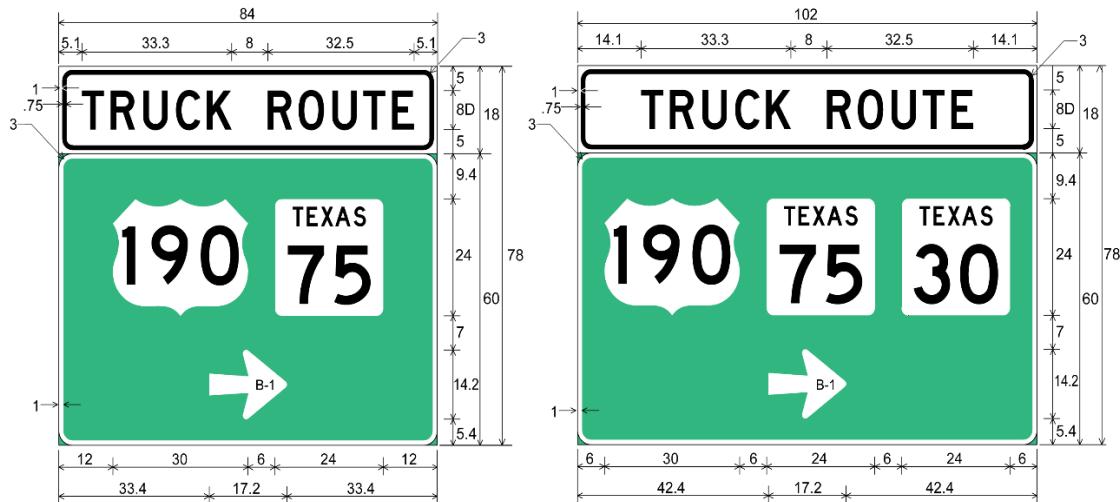


Figure 5-4. Large Advanced Truck Route Sign Assembly sign details

Advance truck route sign assemblies are typically used to denote a truck route. See Figure 5-5 for an example of small advance truck route sign assembly.

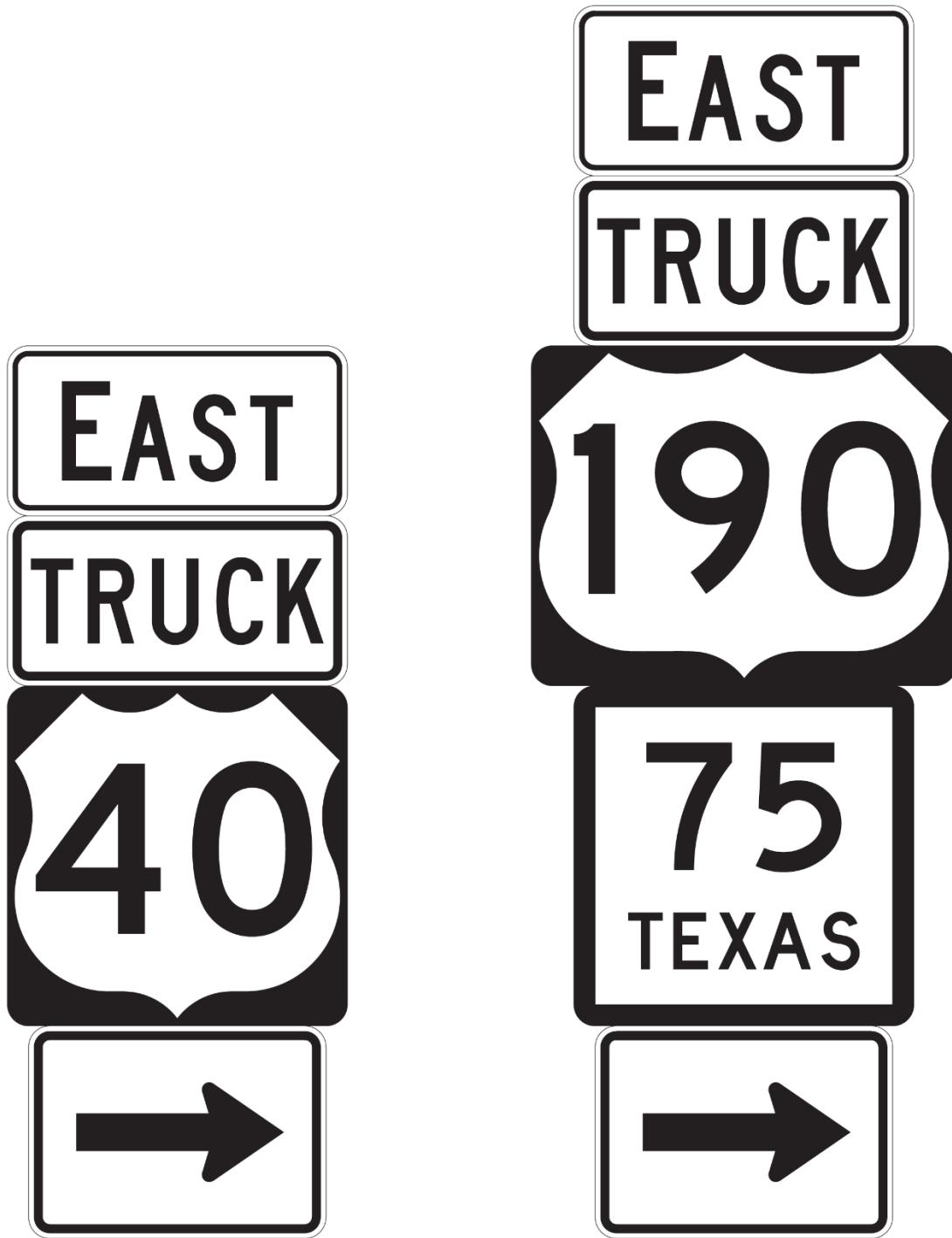


Figure 5-5. Small Advance Truck Route Sign Assembly

The city must submit to the district office a suitable sign design detail drawn to scale showing the proposed sign shape, color, size, text and locations.

TxDOT installs all signs on expressways and freeways. Depending on the provisions of the municipal maintenance agreement, a city may be allowed to install signs on a conventional highway within its corporate limits. TxDOT installs signs on highways outside the corporate limits of a city as necessary to achieve a continuous connecting route.

The city bears all costs for signs and sign installations.

The TRUCK (M4-4) panel sign is not used in conjunction with an interstate route marker.

After the city passes the ordinance establishing the truck route, the district should provide a map that clearly defines the route to TRF.

Process Summary

The process of establishing a truck route is as follows:

1. City submits proposal for the truck route to TxDOT district.
2. District reviews proposal and forwards it to TRF for review and comment.
3. TRF reviews and comments on the proposal from an engineering standpoint (obtaining FHWA approval if necessary) and notifies the district.
4. District notifies city of comments.
5. City passes ordinance establishing the truck route.
6. Appropriate signs are installed to accommodate the truck route.
7. District provides TRF with map clearly defining the truck route.

Restricted Truck Lanes

For information on restricted truck lanes, see Section 8 of this chapter.

Section 8: Restricted Truck Lanes

Introduction

The Texas Department of Transportation (TxDOT), cities, and counties are allowed to enact lane restrictions under certain circumstances. These restrictions typically prohibit trucks with three or more axles from using a particular traffic lane of a freeway with three or more lanes.

Authority

Rules for restricted truck lanes are contained in Texas Transportation Code, Sections [545.0651- 545.0653](#), and Texas Administrative Code (T.A.C.), [Sections 25.601-25.604](#). These rules authorize a city, county, or TxDOT to restrict through traffic, by class of vehicle, to two or more designated lanes of traffic on certain portions of the designated state highway system.

As the state routing agency, TxDOT is required to approve all new lane restrictions or revisions to existing lane restrictions. A city or county cannot simply pass an ordinance or resolution to establish a lane restriction.

Terminology

Specialized terms used in this section are defined as follows:

- **Class of Vehicle** - all or any of the types of vehicles, machines, tractors, trailers, or semitrailers, or any combination thereof, propelled or drawn by mechanical power and used on a highway. A vehicle class includes, but is not limited to:
 - a semitrailer
 - special mobile equipment
 - a trailer
 - a truck.
- **Truck** - a motor vehicle with three or more axles, designed, used, or maintained primarily to transport property.
- **Truck Tractor** - a motor vehicle designed and used primarily to draw another vehicle, but not constructed to carry a load other than a part of the weight of the other vehicle and its load.
- **Controlled Access Facility**- as defined in Transportation Code, [§203.001](#), a designated state highway to or from which access is denied or controlled, in whole or in part, from or to adjoining real property or an intersecting public or

private way, without regard to whether the designated state highway is located in or outside a local jurisdiction as defined below.

- **Freeway** - a public roadway that:
 - is in the designated state highway system
 - is designated a controlled access facility
 - has a minimum of three travel lanes, excluding access or frontage roads, in each direction of traffic that may be part of a single roadway or may be separate roadways that are constructed as an upper and lower deck.
- **Local Jurisdiction** - a home-rule, general-law, or special-law municipality incorporated under the laws of the State of Texas or any of the State's 254 counties.
- **Order** - a resolution or order of a county commissioner's court or municipal ordinance.
- **Transcript** - a verbatim written record of a meeting required under this subchapter as prepared and certified by a court reporter or by an employee of a local jurisdiction and certified by an appropriate official of a local jurisdiction.

Who Initiates the Process?

A local jurisdiction or TxDOT may initiate the process of enacting a lane restriction.

Financial Responsibility

If local jurisdictions initiate the process of enacting a lane restriction, each local jurisdiction is responsible for all costs related to restriction development, including proposal preparation, local jurisdiction public hearings, and public information announcements regarding the order enforcing the restriction.

TxDOT will conduct the traffic study to evaluate the effect of the proposed restriction and will provide, install, and maintain appropriate traffic control devices along the restricted route.

If TxDOT initiates the process of enacting a lane restriction, then TxDOT is responsible for all costs associated with enacting the restriction, and will provide, install, and maintain appropriate traffic control devices along the restricted route.

Establishing a Lane Restriction

The process for establishing restricted truck lanes varies depending on how the process is initiated. The following three subsections describe the process when initiated by a single city or county, by contiguous cities or counties, and by TxDOT.

Single City or County Initiated Process

If a single city or county initiates the process for establishing restricted truck lanes, the process proceeds as follows:

1. The city or county submits a description of the proposed restriction to the local TxDOT district.
2. The district conducts a traffic study to evaluate the probable effect.
3. The city or county holds a public hearing. The notification of the public hearing must include a complete description of proposed restriction, including location, route numbers, and beginning and ending points of the restriction. A city council or commissioner's court meeting that allows the public to comment is acceptable.
4. The city or county submits to the district a formal proposal, which must include:
 - six copies of the proposed ordinance
 - documentation of a traffic study conducted in compliance with [Section 545.0651](#) of the Texas Transportation Code
 - two original plan views of the roadway
 - signature of approval by an authorized city or county official
 - a transcript of any public comments received.
5. The district engineer sends the Traffic Operations Division (TRF) director the formal proposal from the city or county with the traffic study used to evaluate the impact.
6. The district (through TRF) provides the General Counsel Division (GCD) with a formal notice for publication in the Texas Register, which includes:
 - a complete description of the proposed restriction
 - notification of the 30-day public comment period

- instruction to send comments to TRF.

7. GCD handles publication in the Texas Register.
8. TRF receives comments resulting from the notice in the Texas Register. Based on the comments, the TRF director and the district engineer decide if and where a hearing will be held.
9. TRF forwards the proposal package to the executive director for approval or disapproval.
10. The executive director sends an approval or disapproval letter to the city or county with a copy to the district engineer and GCD.
11. The city or county passes an ordinance or order.
12. The district funds and erects the signs.

NOTE: The executive director may suspend or rescind approval based on any of the following factors:

- changes in pavement conditions
- changes in traffic conditions
- geometric changes in roadway configuration
- construction or maintenance activities
- emergency or incident management.

Contiguous Cities or Counties Initiated Process

If contiguous cities or counties jointly initiate the process for establishing restricted truck lanes, the process proceeds as follows:

1. The cities or counties jointly submit a description of the proposed restriction to the local TxDOT district.
2. The district conducts a traffic study to evaluate the probable effect.
3. Each city or county holds a public hearing. Notification of the public hearing must include a complete description of the proposed restriction, including location, route numbers, and beginning and ending points of the restriction. A city council or commissioner's court meeting that allows the public to comment is acceptable.

4. Each city or county submits to the district a formal proposal, which must include:
 - six copies of the proposed ordinance
 - documentation of a traffic study conducted in compliance with [Section 545.0651](#) of the Texas Transportation Code
 - two original plan views of the roadway
 - signature of approval by an authorized city or county official
 - a transcript of any public comments received.
5. The district (through TRF) provides the General Counsel Division (GCD) with a formal notice for publication in the *Texas Register*, which includes:
 - the date, time and location of the public hearings
 - a complete description of the proposed restriction
 - notification of the 30-day public comment period
 - instruction to send comments to the district.
6. GCD handles publication in the *Texas Register*.
7. The district holds at least one public hearing at the local district office or other suitable location. Notification of the public hearing must appear in the *Texas Register* at least 10 days prior to the date of the hearing.
8. The district receives the comments resulting from the notice in the *Texas Register*. Based on the comments, the TRF director and the district engineer decide if and where another hearing will be held.
9. The district engineer sends to the TRF director:
 - the formal proposal from each city or county
 - the traffic study used to evaluate the impact
 - the transcript of public hearing held at the district office
 - the written public comments received from the *Texas Register*.
10. TRF forwards the proposal package to the executive director for approval or disapproval.
11. The executive director sends an approval or disapproval letter to each city or county with a copy to the district engineer and GCD.

12. The cities or counties pass ordinances or orders.
13. The district funds and installs signs.

The executive director may suspend or rescind approval based on any of the following factors:

- changes in pavement conditions
- changes in traffic conditions
- geometric changes in roadway configuration
- construction or maintenance activities
- emergency or incident management.

TxDOT Initiated Process

If TxDOT initiates the process for establishing restricted truck lanes, the process proceeds as follows:

1. The district conducts a traffic study to evaluate the probable effects.
2. The district consults with the affected city or county.
3. The district (through TRF) provides GCD with a formal notice for publication in the *Texas Register*, which must include:
 - the date, time and location of public hearings
 - a complete description of the proposed restriction
 - notification of the 30-day public comment period
 - instruction to send comments to district.
4. GCD handles publication in the *Texas Register*.
5. The district holds at least one public hearing at the local district office or other suitable location. Notification of the public hearing must be in the *Texas Register* at least 10 days prior to the date of the hearing.
6. The district receives the comments from the notice in the *Texas Register*. Based on the comments, the TRF director and the district engineer decide if and where another hearing will be held.
7. The district engineer sends the TRF director a formal proposal, which includes:

- a complete description of the proposed restriction
- documentation of a traffic study conducted in compliance with [Section 545.0651](#) of the Texas Transportation Code
- two original plan views of the roadway
- a transcript of any public comments received
- written public comments received from the *Texas Register*.

8. TRF consults with the district on preparation of a minute order.
9. TRF submits the minute order to the executive director for Transportation Commission approval.
10. The Commission approves or denies the minute order based on factors included in [T.A.C. Section 25.604\(f\)](#).
11. Upon approval, the district funds and installs the signs.

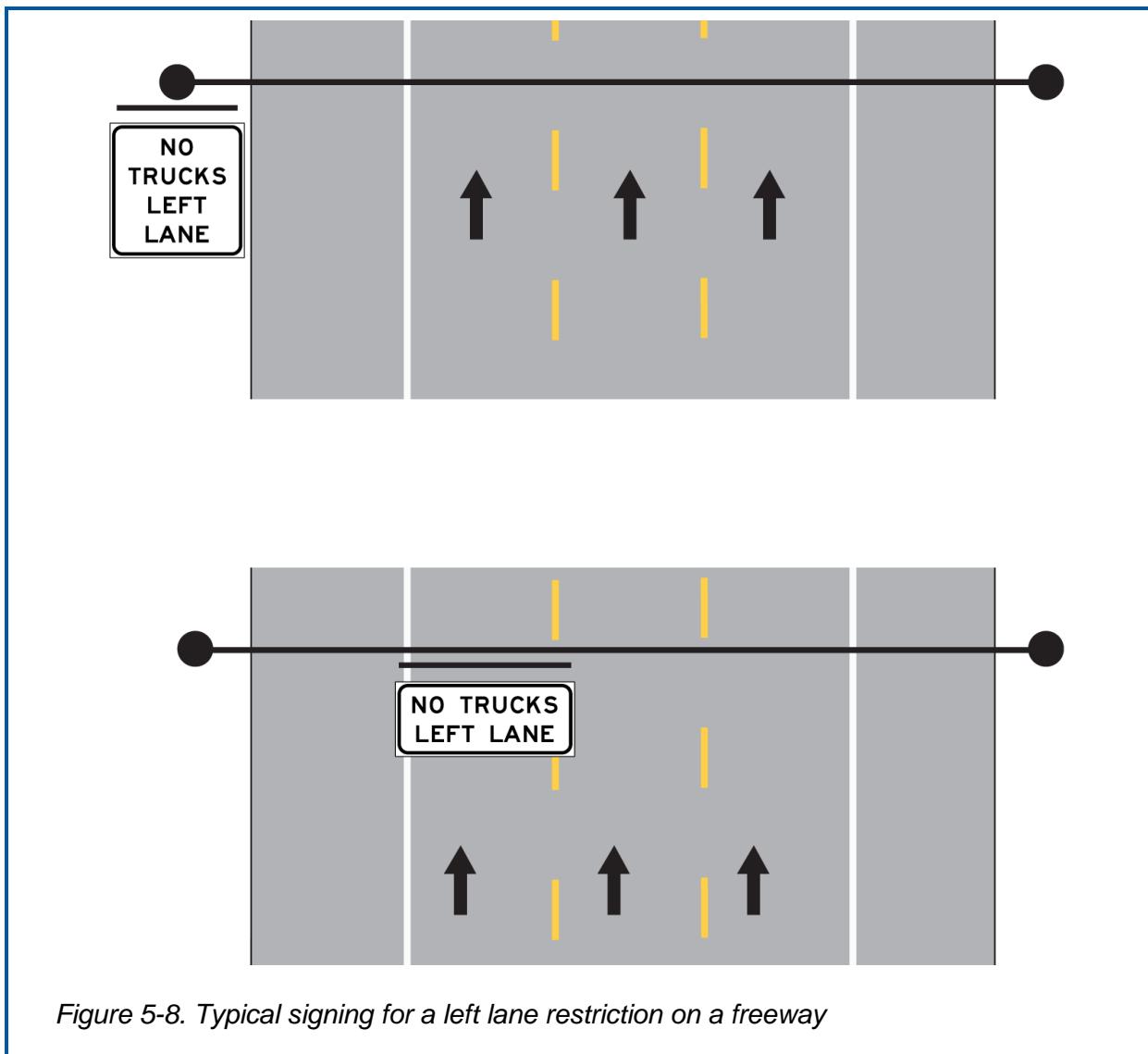
In an emergency, the executive director may temporarily suspend an existing restriction for 90 days based on any of the following factors:

- incident management
- inclement weather
- construction or maintenance activities
- other factors.

Example Signing for Left Lane Restriction

If a left lane restriction is established, the NO TRUCKS LEFT LANE sign should be mounted as close to the left lane as possible as shown in Figure 5-8. The sign can be mounted on:

- an overhead sign bridge or cantilever
- a large roadside sign support
- a tower of an overhead sign bridge or cantilever.



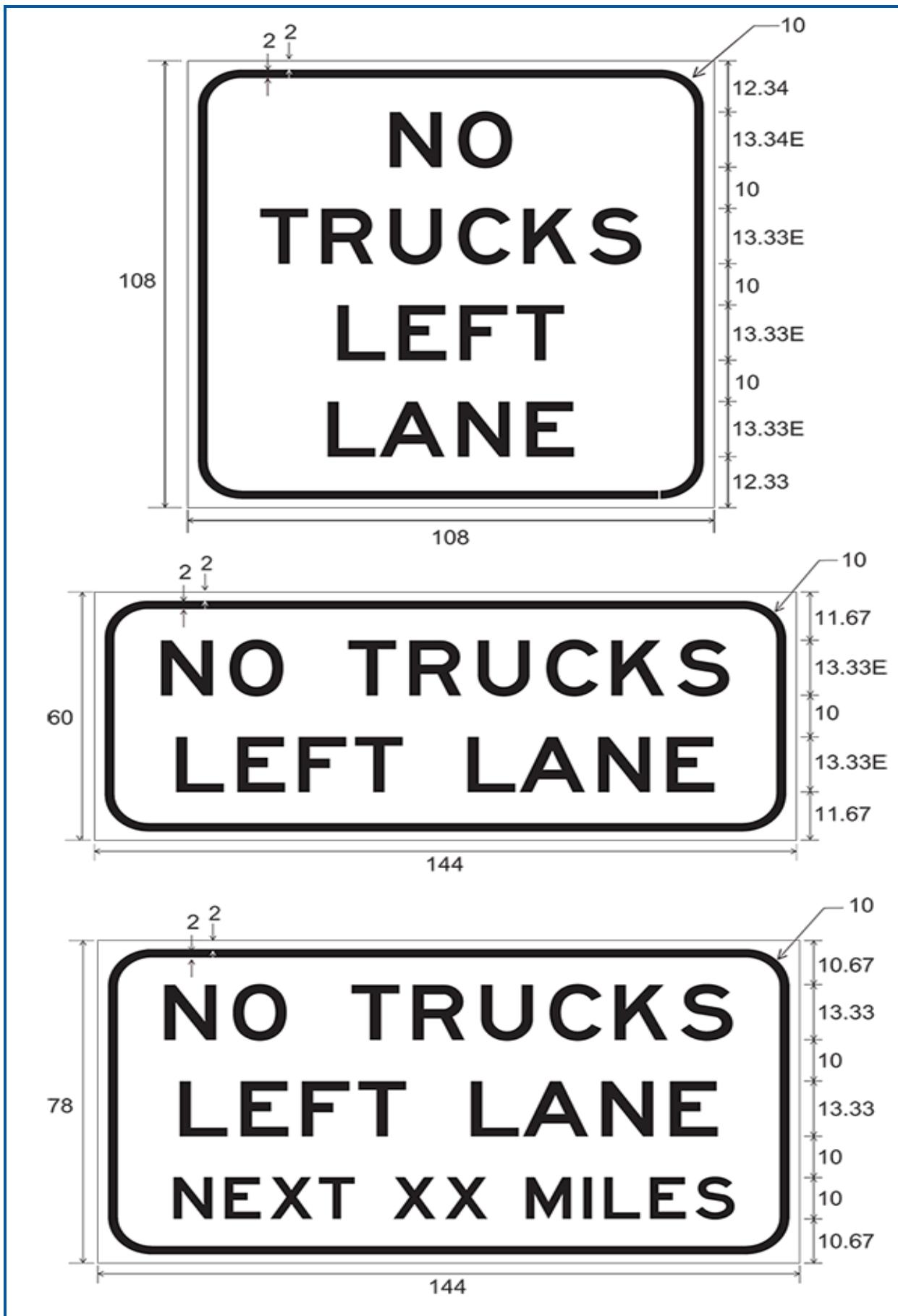


Figure 5-9. Restricted truck lane sign details

Example Signing for Left Lane Restriction Plaques

Advance warning using the AHEAD plaque over the NO TRUCKS LEFT LANE sign should be used in advance of the restricted truck lane. The BEGIN plaque over the NO TRUCKS LEFT LANE sign and the END plaque over the NO TRUCKS LEFT LANE sign should be used at the restriction limits. If the restriction is not 24 hours a day, 7 days a week, then the restricted times should be mounted below the NO TRUCKS LEFT LANE sign. The typical plaques used in conjunction with the NO TRUCKS LEFT LANE sign are shown in Figures 5-10, 5-11, and 5-12.

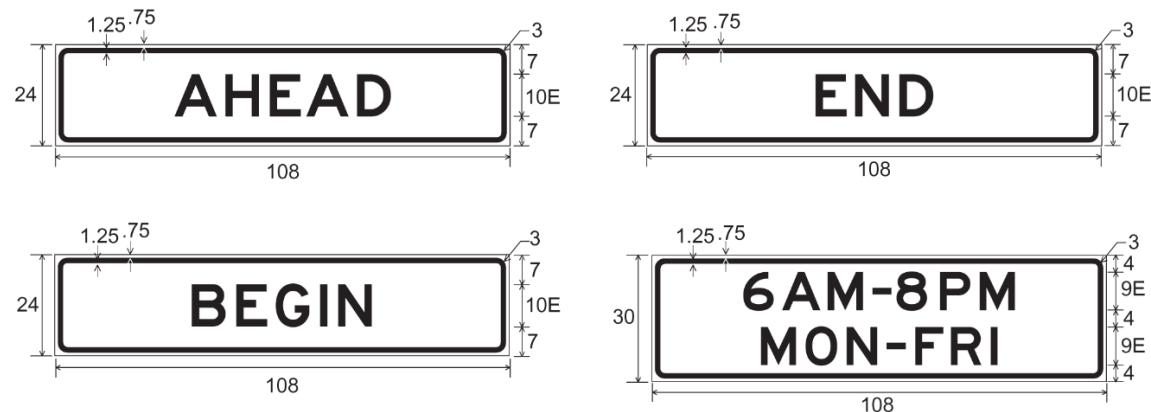


Figure 5-10. Plaque details for large left lane restriction sign

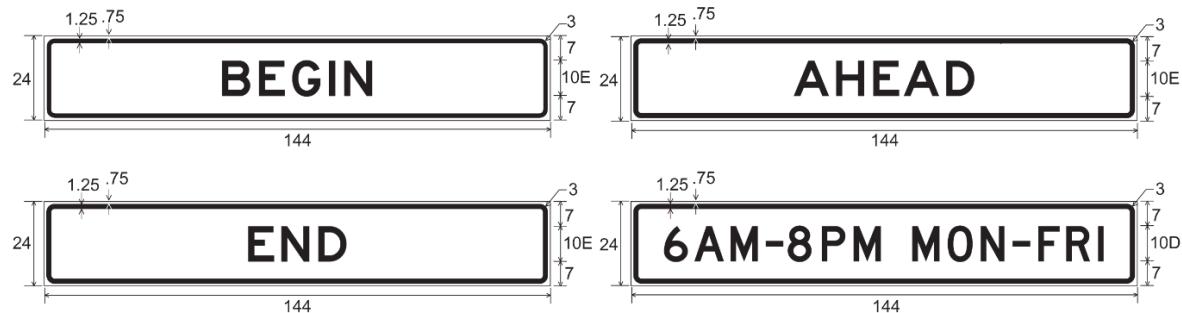


Figure 5-11. Plaque details for overhead left lane truck restriction sign



Figure 5-12. Typical sign examples of left lane truck restriction sign with plaques



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey
Estimated Cost:		Date Prepared: May 26, 2021
Exhibits:	1. Proposed Resolution 2. Resolution No. 2020-650 (2020-2021 Chief Investment Officer and Committee)	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-669 ON UPDATING THE INVESTMENT COMMITTEE. [PETTLE/SAVAGE]

SUMMARY

On May 1, 2021, the City had a Joint General and Special Election. It is customarily to review and make any necessary updates to the investment committee.

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:	05/27/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021

RESOLUTION NO. 2021-669
(2021-2022 Chief Investment Officer and Committee)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS APPOINTING A CHIEF INVESTMENT
OFFICER AND MEMBERS TO SERVE ON THE INVESTMENT
COMMITTEE.**

WHEREAS, the laws of the State of Texas require a municipality to appoint a chief investment officer, and approves the use of an investment committee to review the investment policies of the municipality, all in accordance with Chapter 2256 of the Texas Government Code;

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

SECTION 1. Appointment of Chief Investment Officer

_____ is hereby appointed to serve as the Chief Investment Officer for the City of Parker.

SECTION 2. Appointment of Committee Members

The following are hereby appointed to serve on the Investment Committee:

TITLE

City Administrator

Investment Official

Investment Official

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 1st day of June, 2021.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

Brandon Shelby, City Attorney

RESOLUTION NO. 2020-650
(2020-2021 Chief Investment Officer and Committee)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
 COLLIN COUNTY, TEXAS APPOINTING A CHIEF INVESTMENT
 OFFICER AND MEMBERS TO SERVE ON THE INVESTMENT
 COMMITTEE.**

WHEREAS, the laws of the State of Texas require a municipality to appoint a chief investment officer, and approves the use of an investment committee to review the investment policies of the municipality, all in accordance with Chapter 2256 of the Texas Government Code;

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

SECTION 1. Appointment of Chief Investment Officer

Ed Standridge is hereby appointed to serve as the Chief Investment Officer for the City of Parker.

SECTION 2. Appointment of Committee Members

The following are hereby appointed to serve on the Investment Committee:

TITLE

City Administrator

Lee Pettle _____ Investment Official

Cindy Meyer _____ Investment Official

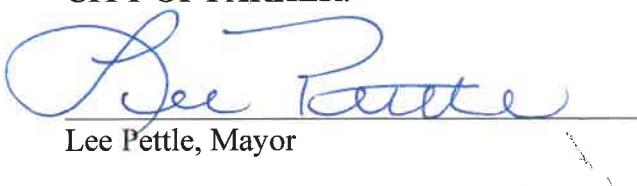
DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of November, 2020.

ATTEST:


 Patti Scott Grey, City Secretary



CITY OF PARKER:


 Lee Pettle, Mayor

APPROVED AS TO FORM:


 Brandon Shelby, City Attorney



Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for City Attorney Shelby
Estimated Cost:		Date Prepared:	May 26, 2021
Exhibits:	1. <u>Proposed Ordinance</u> 2. <u>Model Staff Report</u>		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 802, AN ORDINANCE OF THE CITY OF PARKER FINDING THAT THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND COSERV GAS, LTD. IS REASONABLE; ORDERING COSERV GAS, LTD. TO IMPLEMENT THE RATES AGREED TO IN THE SETTLEMENT AGREEMENT; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL. [SHELBY]

SUMMARY

On or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company") filed to increase rates in all cities with exclusive original jurisdiction over the rates, operations, and services within its service area. In its application, CoServ sought to increase base rates by 11.8% for its entire service area.

The City, pursuant to § 104.102 of the Gas Utility Regulatory Act ("GURA"), has exclusive original jurisdiction over the gas rates charged by the Company. Although, CoServ proposed an original effective date of January 23, 2021, the Company agreed to extend the proposed effective date to March 14, 2021, with a statutory deadline of August 10, 2021. The City suspended the effective date for 90 days, giving the City until June 12, 2021, to evaluate the application and take final action. The City joined with the other cities (collectively the "CoServ Gas Cities") to conduct a review of the Company's application by hiring and directing legal counsel and consultants to prepare a common response and negotiate with the Company.

On or about May 14, 2021, a Settlement Agreement was reached between the CoServ Gas Cities and the Company. The Settlement Agreement reduces the Company's requested rate increase of \$11.5 million down to \$6.25 million representing a 45.6% reduction to the Company's request. Additionally, the Settlement Agreement provides for a 9.5% return on equity rather than the Company's requested 11.5% return on equity. Finally, the Settlement Agreement provides for a customer charge of \$15, compared to the Company's original \$18.50 request. The commercial and public authority customer charge will be \$35, versus the Company's original \$43.50 request. The Company has agreed to 100% recovery of City's rate case expenses.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	05/26/2021
City Administrator:	<i>Luke B. Olson</i>	Date:	05/27/2021

ORDINANCE NO. 802
(CoServ Settlement Agreement)

**ORDINANCE OF THE CITY OF PARKER FINDING THAT
 THE SETTLEMENT AGREEMENT BETWEEN THE CITY
 AND COSERV GAS, LTD. IS REASONABLE; ORDERING
 COSERV GAS, LTD. TO IMPLEMENT THE RATES
 AGREED TO IN THE SETTLEMENT AGREEMENT;
 REQUIRING REIMBURSEMENT OF CITIES' RATE CASE
 EXPENSES; FINDING THAT THE MEETING AT WHICH
 THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC
 AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
 ORDINANCE TO THE COMPANY AND LEGAL COUNSEL**

WHEREAS, on or about November 13, 2020, CoServ Gas, Ltd. (“CoServ” or “Company”), pursuant to Gas Utility Regulatory Act (“GURA”) § 104.102 filed a Statement of Intent to Increase Rates with the Railroad Commission of Texas (the “Commission”) within the unincorporated areas it serves in the State of Texas and filed with the City of Parker a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company’s service area, effective January 23, 2021; and

WHEREAS, the Company agreed to extend the proposed effective date to March 14, 2021; and

WHEREAS, the City of Parker has exclusive original jurisdiction over the rates, operations, and services of a gas utility within the municipality, pursuant to GURA § 103.001; and

WHEREAS, GURA § 103.021 grants a municipality authority to require a utility to submit information as necessary to make a reasonable determination of rate base, expenses, investment, and rate of return in the municipality; and

WHEREAS, the City of Parker suspended the effective date of the proposed rate change for ninety (90) days pursuant to GURA § 104.107; and

WHEREAS, the City of Parker joined with other similarly situated cities, the Steering Committee of Cities Served by CoServ Gas, Ltd. (“CoServ Gas Cities”), to conduct a review of the Company’s application by hiring and directing legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, on or about May 14, 2021, the CoServ Gas Cities reached a Settlement Agreement resolving all issues relating to the Company’s Statement of Intent to Increase Rates; and

WHEREAS, the CoServ Gas Cities members and attorneys recommend that the City of Parker approve this settlement agreement setting rates; and

WHEREAS, GURA § 103.022 provides that reasonable costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. That the City approves the Settlement Agreement reached between the CoServ Gas Cities and the Company and directs the Company to implement the rates indicated in the Settlement Agreement.

Section 2. That the City's reasonable rate case expenses shall be reimbursed by the Company.

Section 3. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 4. A copy of this Ordinance shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd. 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 1st day of June, 2021.

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

STAFF REPORT REGARDING THE ORDINANCE

APPROVING SETTLEMENT AGREEMENT FOR COSERV GAS LTD.

On or about November 13, 2020, CoServ Gas, Ltd. (“CoServ” or “Company”) filed to increase rates in all cities with exclusive original jurisdiction over the rates, operations, and services within its service area. In its application, CoServ sought to increase base rates by 11.8% for its entire service area.

The City, pursuant to § 104.102 of the Gas Utility Regulatory Act (“GURA”), has exclusive original jurisdiction over the gas rates charged by the Company. Although, CoServ proposed an original effective date of January 23, 2021, the Company agreed to extend the proposed effective date to March 14, 2021, with a statutory deadline of August 10, 2021. The City suspended the effective date for 90 days, giving the City until June 12, 2021 to evaluate the application and take final action. The City joined with the other cities (collectively the “CoServ Gas Cities”) to conduct a review of the Company’s application by hiring and directing legal counsel and consultants to prepare a common response and negotiate with the Company.

On or about May 14, 2021, a Settlement Agreement was reached between the CoServ Gas Cities and the Company. The Settlement Agreement reduces the Company’s requested rate increase of \$11.5 million down to \$6.25 million representing a 45.6% reduction to the Company’s request. Additionally, the Settlement Agreement provides for a 9.5% return on equity rather than the Company’s requested 11.5% return on equity. Finally, the Settlement Agreement provides for a customer charge of \$15, compared to the Company’s original \$18.50 request. The commercial and public authority customer charge will be \$35, versus the Company’s original \$43.50 request. The Company has agreed to 100% recovery of City’s rate case expenses.

Purpose of the Ordinance:

The purpose of the ordinance is to approve the Settlement Agreement and direct the Company to implement the rates in the Settlement Agreement. Additionally, pursuant to GURA § 103.022, cities are entitled to reimbursement of the expenses associated with the rate case to the extent the expenses are reasonable.

Explanation of “Be It Ordained Paragraphs”

Section 1. This provision approves the Settlement Agreement reached between the CoServ Gas Cities and sets rates at the levels indicated in the Settlement Agreement.

Section 2. This section directs the Company to reimburse the City’s reasonable rate case expenses.

Section 3. This section merely recites that the ordinance was passed at a meeting that was open to the public and that the consideration of the ordinance was properly noticed.

Section 4. This section provides that the Company and counsel for the city group will be notified of the City's action by sending a copy of the approved and signed ordinance to the Company and to counsel for the city group.

Recommendation

The City Staff recommends adoption of the ordinance approving the Settlement Agreement, setting rates at the level indicated in the Settlement Agreement, and directing the Company to reimburse the City's reasonable rate case expenses.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 27, 2021
Exhibits:	• <u>None</u>

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING/RESCHEDULING THE JULY 6, 2021, REGULAR CITY COUNCIL MEETING, DUE TO JULY 4TH HOLIDAY. [PETTLE]

SUMMARY

Due to the July 4th Holiday, City Council will consider canceling/rescheduling the July 6, 2021 Regular 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:	05/27/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: May 15, 2021
Exhibits:	<ul style="list-style-type: none"> • Future Agenda Items

AGENDA SUBJECT

FUTURE AGENDA ITEMS

UPDATE(S):

- DRAINAGE COMMITTEE [MEYER]
- SALES TAX [MEYER]
- COMPREHENSIVE PLAN COMMITTEE [OLSON/SLAUGHTER]
- FACILITY [COUNCIL]
- 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]
 - Parker Women's Club (PWC) donated a variety of food/snacks, including Nothing Bundt Cakes (cakes & cupcakes); tea, lemonade, sandwiches, salad/salad dressing and salted caramel cookies, estimated value \$150.
 - Murphy Police Communications delivered a dozen Bundtini's estimated value \$25.00.
 - Girl Scout 151 Service Unit delivered several boxes of Girl Scout Cookies estimated value \$90.00.
 - Jalen Christopher 5003 E. Parker Road Parker, TX 75002 delivered three cakes estimated value \$15.00.
 - Hsiaing-Fang Hsieh and Tsui-Chen Tseng 5901 Parker Village Drive donated chips and cookies estimated value \$50.00.
 - Stacy Patrick 5202 Ravensthorpe Drive donated individual pies estimated value \$25.00.

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:	05/27/2021
City Attorney:		Date:	

City Administrator:	<i>Luke B. Olson</i>	Date:	05/28/2021
---------------------	----------------------	-------	------------

CITY COUNCIL
FUTURE AGENDA ITEMS

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
Monthly	Republic Waste Report	Bernas	Last Update 2021 0119; 0302; 0316; 0518; 0615
Feb(Mar), May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller/Fowers	2nd Qtr 2021 0817 CC Agenda
Feb(Mar), May, Aug, Nov	Investment Quarterly Report	Savage	2nd Qtr 2021 0817 CC Agenda
TBA	Drainage Committee - After 2021 0501 Election	Meyer	Last Update 2020 1006; 2021 0202; 0316 (Postponed until after 5/1 GE); 2021 0601
CC WS - May 26, 2021	Transportation Committee	TBA	Last Update 2021 0112; 0316; 0518 (Remov'd)
Tentatively - 2021 0615	Emergency Communication Committee	Abraham	Last Update 2021 0112; 2021 0302
TBA	Comprehensive Plan Committee	Olson/Slaughter	Last Update 2021 0112; 0406; 0601
Tentatively - 2021 0615	Capital Improvement Program (CIP) Committee	Lynch	Last Update 2021 0112; 2021 0518; 0615
As needed	Noise Committee	Olson/?	Last Update 2021 0119
TBA	Facility	Council	2021 0105 Community Meeting; 2021 0601
Tentatively - 2021 0706	Pump Station - every other month	Machado	Last Update 2021 0112; 0316; 0518; 0706
Tentatively - 2021 0615	North Texas Municipal Water District (NTMWD) - every other month	Olson	Last Update 2021 0112; 0518; 0615
TBA	Sales Tax (As directed by CM Cindy Meyer)	Meyer	Last Update 2021 0112; 0119 Possibly Feb/Mar: Postponed until after 5/1 GE; 0601
TBA	Strategic Plan - Looking for Members - (As directed)	Lynch	Last Update 2021 0112; 2021 xxxx (Suspended)
June 15, 2021	Investment Policy - Check	Savage	Res. No. 2020-650 and 651 - Ask Grant after conference

CITY COUNCIL
FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
Tentatively - 2021 0615	Performance Bonds	Olson/Shelby/Machado	Added 2021 0520 by MLP
Tentatively - 2021 0615	Ordinance - No 2 staff can sign checks	Shelby	2021 0520 MLP email
Tentatively - 2021 0615	Maps Update	Olson/Machado	2021 0524 MLP
Tentatively - 2021 0615/0706	Bid for outside auditors	Savage	2021 0520 MLP email
Tentatively - 2021 0706	Social Media	Pettle	Workshop - Short/Long Term
Tentatively - 2021 0706	Annual Mowing Contract	Machado	1208 Res2020-645 -2020-2021 ANNUAL MOWING CONTRACT
Tentatively --July '24 2021 0720	ETJ	Slaughter	Added 2021 0520 by MLP
Tentatively - 2021-0713? 0720	Subdivision Update	Machado	Added 2021 0520 by MLP
Tentatively - 2021 0722-23?			
Tentatively - 2021 0615	FEMA - Birkhoff (3-16-21)	Machado/Birkhoff	EPA requires Analysis completed by 6/30/2021 & Response by as/32/21
TBA	Budget Workshop	Pettle	Added 2021 0520 by MLP
TBA	Pump Station Change Order	Olson/Machado	Waiting on info
TBA	Water Rate Analysis	Savage/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020
Tentatively - TBA 2021 0615	Legislative Updates	Olson	CM TL Request
Aug. 2021	Solid Waste Rates - Republic	Olson/Bernas	Look @ contract - 0216 Res2016-503 WasteCollectionDisposalAgrmt1; MLP moved to Aug - 2021 0407
September 1, 2021	Zoning Updates	Pettle/Meyer	