



**AGENDA**  
**CITY COUNCIL MEETING**  
**June 19, 2012 @ 5:30 PM**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, June 19, 2012 at 5:30 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

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

**EXECUTIVE SESSION 5:30 – 7:00**

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

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. 551.074 Personnel—process and selection of an appointee to the vacancy created by Mayor Pro Tem Marshall elected as Mayor.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON THE EXECUTIVE SESSION SUBJECT LISTED ABOVE.
4. OATH OF OFFICE TO COUNCIL APPOINTEE, IF AN APPOINTMENT IS MADE.

**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.

## INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JUNE 5, 2012.
6. UPDATE ON JAPANESE GRASSROOTS SUMMIT BY COORDINATOR SHARON HARGROVE.
7. PUBLIC HEARING AND ANY CONSIDERATION ON A REQUEST TO ANNEX APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REQUEST TO INCREASE FEES AND CHARGES BY ALLIED WASTE.
9. PUBLIC HEARING, CONSIDERATION AND/OR APPROPRIATE ACTION ON REVIEW OF ORDINANCE 594, ESTABLISHING A CURFEW FOR MINORS.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELLING THE JULY 3, 2012 REGULARLY SCHEDULED COUNCIL MEETING.

## ROUTINE ITEMS

11. FUTURE AGENDA ITEM REQUESTS.
12. STAFF REPORTS AND UPDATES: animal control, police, building, finance, website and TML training.
13. 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 June 15, 2012 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

\_\_\_\_\_  
Date Notice Removed

\_\_\_\_\_  
Carrie L. Smith, TRMC, CMC  
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: June 19, 2012
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	1. Meeting Minutes

**AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES  
FROM JUNE 5, 2012.

**SUMMARY**

Please review the attached meeting minutes. I will contact you prior to the meeting for any changes or comments.

Carrie

**POSSIBLE ACTION**

Move to approve the Meeting Minutes as written (or amended).

Inter – Office Use			
Approved by:			
Department Head:	<i>Carrie L. Smith</i>	Date:	<i>6/14/2012</i>
City Attorney:		Date:	
City Administrator:	<i>Jeffrey</i>	Date:	<i>6-14-12</i>

**MINUTES**  
**CITY COUNCIL MEETING**  
**and**  
**ANNUAL PLANNING SESSION**

**June 5, 2012**

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

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

Mayor Marshall called the meeting to order at 3:00 p.m. with Councilmembers Leamy, Sumrow, Levine and Pettie present. A quorum was present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd and Police Chief Tony Fragoso.

**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.

Mayor Marshall recessed the meeting to closed session at 3:02 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. 551.074 Personnel—process and selection of an appointee to the vacancy created by Mayor Pro Tem Marshall elected as Mayor.
2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 6:20 p.m.

3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON THE EXECUTIVE SESSION SUBJECT LISTED ABOVE.

No action was taken.

4. OATH OF OFFICE TO COUNCIL APPOINTEE, IF AN APPOINTMENT IS MADE.

No action was taken.



## **PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Councilmember Sumrow led the pledge.

TEXAS PLEDGE: Councilmember Pettie led the pledge.

**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.

No comments.

## **INDIVIDUAL CONSIDERATION ITEMS**

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM MAY 22, 2012.

MOTION: Councilmember Sumrow moved to approve the meeting minutes as written. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-374 ACCEPTING AN ANNEXATION PETITION, AND SETTING TWO PUBLIC HEARINGS, FOR APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT NO. 850.

Cleburne Raney was present and representing all applicants requesting the annexation, zoning and replat.

An annexation request has been received to annex 6.353 acres into the city limits. The parcel abuts Brooks Farm Estates and will become additions to the current lots 3, 4, 6, 7 and 8, Block "A". (Exhibit 2A – proposed replat)

City Council is required by law to hold two public hearings on the annexation request. The proposed dates for these hearings are June 19, 2012 and June 26, 2012. The June 26 meeting will be a special meeting and a super majority is required. Council agreed to hold a special meeting on June 26.

The requested zoning is the same as Brooks Farm Estates, SFT with special conditions and the amended plat will show the land additions to the current lots.

The Planning and Zoning Commission is required by to hold a public hearing for the zoning request and it has been scheduled for June 14.

MOTION: Councilmember Leamy moved to approve Resolution 2012-374, including a special meeting on June 26. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-360 APPROVING A CONTRACT WITH SENSUS METERING FOR THE PURCHASE OF WATER METER EQUIPMENT.

Item 3 was tabled. Mayor Marshall appointed a committee to review the water contract. The committee includes himself, Mayor Pro Tem Levine and Councilmember Pettie.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-375 AN EASEMENT AGREEMENT WITH CO-SERV GAS.
9. Coserv Gas has requested the use of the City water line easement on FM 2551.

April 3, 2012 Council approved City Attorney Shepherd to work with CoServ to prepare an encroachment agreement subject to 1) Parker surveys and stakes the location where Coserv is allowed to place the gas line (safe distance away from water line); 2) Coserv pays to the City the cost of the easement \$ 6,372.01; 3) Coserv is to reimburse the City the actual cost of surveying and staking; and 4) Coserv is responsible to clean up the easement after construction.

A final agreement has been received from CoServ, but the easements attached were incorrect.

MOTION: Councilmember Leamy moved to approve Resolution 2012-375; subject to receiving the correct easements approved by the City Engineer, City Administrator and City Attorney. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 - 376 APPROVING THE ANNUAL STREET MAINTENANCE CONTRACT.

City Engineer Birkhoff, provided a letter stating he had checked the bids received at 1:30 p.m., Tuesday, May 29, 2012, for the Annual Street Maintenance Contract 2012 project. Peachtree Construction of Keller, Texas submitted the lowest Base Bid in the amount of \$302,365 and the lowest Additive Alternate Bid in the amount of \$37,900.00; for a total bid amount of \$340,265. He reviewed the references provided and found Peachtree Construction to have a record of satisfactorily completing similar projects.

City Engineer Birkhoff's letter stated, "Accordingly, based on the information we have available to us, we recommend that the City accept the bid from Peachtree Construction and award them a contract for those streets and annual maintenance as desired by the City."

The City street maintenance budget has a balance remaining of \$296,959. Staff will keep the expenditures for the project under the budgeted amount.

MOTION: Councilmember Leamy moved to approve Resolution 2012-375, accepting a bid from Peachtree Construction; subject to staff staying within the budgeted amount of \$296,959. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 377 APPOINTING THE NEWSLETTER COMMITTEE.

The recent changes to City Council requires committee appointments to formally be amended. Resolution 2012-377 amends Resolution 2012-361.

MOTION: Councilmember Sumrow moved to approve Resolution 2012 – 377; appointing Councilmember Pettie to the Newsletter Committee. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 378 APPOINTING SIGNATORIES FOR AMERICAN NATIONAL BANK.

MOTION: Councilmember Leamy moved to approve Resolution 2012-378, removing Joe Cordina and Eleanor Evans as signatories on the City's American National Bank accounts and adding Scott Levine and Johnna Boyd. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 379 APPOINTING SIGNATORIES FOR TEXSTAR.

MOTION – Councilmember Sumrow moved to approve Resolution 2012-378, removing Joe Cordina as an authorized signer on the City's TexStar accounts and adding Scott Levine. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Levine and Pettie voting for. Motion carried 4-0.

Mayor Marshall recessed the meeting for dinner.

## **WORK SESSION**

Mayor Marshall reconvened the regular meeting and City Administrator Flanigan began the Planning Session.

14. ANNUAL PLANNING SESSION

City Administrator Flanigan reviewed the Land Use Plan map, Zoning map, Thoroughfare Plan map, Water Distribution System map and Drainage map and future projects and estimated costs.

The Land Use Plan is the City's guide for desired future zoning. (Exhibit 14 A.)

The Zoning map shows the actual approved zoning as it is today. The areas in white are in the City's extra-territorial jurisdiction (ETJ). Water service is provided to the ETJ, but they are not inside the City limits and control of lot sizes are limited. (Exhibit 14 B.)

The Thoroughfare Plan map is the guide to future types and locations of roadways. It is designed to get traffic through Parker. In 2000 when the plan was adopted it was the intent to have the developer build these roads. Since that time the laws have changed and the City can no longer require the developer to construct the whole road, so the City must contribute funds. (Exhibit 14 C.)

Future projects include:

ROADS	Road Type	Estimated Cost
Chaparrel Road (East of Springhill) <ul style="list-style-type: none"> <li>• Cost Sharing with Developer</li> <li>• 4-lane divided</li> <li>• Engineering and ROW complete</li> <li>• Required by settlement agreement with Allen</li> </ul>	Concrete	\$1.5 million
Chaparrel Road (West of Springhill) <ul style="list-style-type: none"> <li>• Cost Sharing with Plano/Traffic Study</li> <li>• 4-lane divided</li> </ul>	Concrete	\$2.0 million
Springhill Estates <ul style="list-style-type: none"> <li>• Parker Road North</li> <li>• 4-lane divided</li> <li>• ROW acquired – 105 feet</li> <li>• City and County Plan</li> </ul>	Concrete	\$4.0 million
Curtis Road <ul style="list-style-type: none"> <li>• Cost Sharing with Developer</li> <li>• 4-lane divided</li> <li>• No ROW</li> </ul>	Concrete	\$4.0 million
Lewis Lane <ul style="list-style-type: none"> <li>• Parker Road to Lucas Road</li> <li>• 2-lane divided</li> </ul>	Asphalt	\$1.5 million
Dublin Road <ul style="list-style-type: none"> <li>• Removed from plan in 2000 due to costs.</li> <li>• Most property owner, own to the center of the road.</li> <li>• No ROW</li> </ul>		

The Water Distribution map shows the existing water system. (Exhibit 14 D.)

Future projects include:

WATER	Cost
New Pump Station on Dillehay	\$4.0 Million
Ground Storage (New Pump Station) 1.5 Million Gallons	\$1.5 Million
New Elevated Tower 1.0 Million Gallons	\$2.5 Million
Line Looping For new pump station	\$2.0 Million

The Drainage map shows current drainage issues. (Exhibit 14 E.)

Future projects include:

DRAINAGE	Cost
4100 Block of Parker Road – Springhill/Sycamore	\$35,000
5700 Block Parker Road	\$75,000
6100 Block Parker Road	\$10,000
Master Drainage Study	\$100,000

The current drainage issue on Parker Road/FM 2551 north of City Hall is due to the incorrect inlet size being installed by TXDoT. The road was designed for a much larger inlet. The cost is approximately, \$75,000 to repair. Council would like the City Attorney and Staff to request TXDoT to make the repair.

Mayor Marshall stated the Comprehensive Zoning Plan needs to be reviewed and all maps updated. He would like continuous planning rather than once a year. He requested quarterly updates. Mayor Marshall will form committees to review each of the maps.

Fire Chief Mike Sheff reviewed the materials he provided to City Council for their consideration. (Exhibit 14 F.) He expressed his two main goals are 1) improve the City's ISO rating, and 2) paid staffing to lower call response time.

## **ROUTINE ITEMS**

### **15. FUTURE AGENDA ITEM REQUESTS.**

- Discuss cancelling July 3 meeting.

### **16. ADJOURN**

Mayor Marshall adjourned the meeting at 9:05 p.m.

APPROVED:

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Mayor Z Marshall

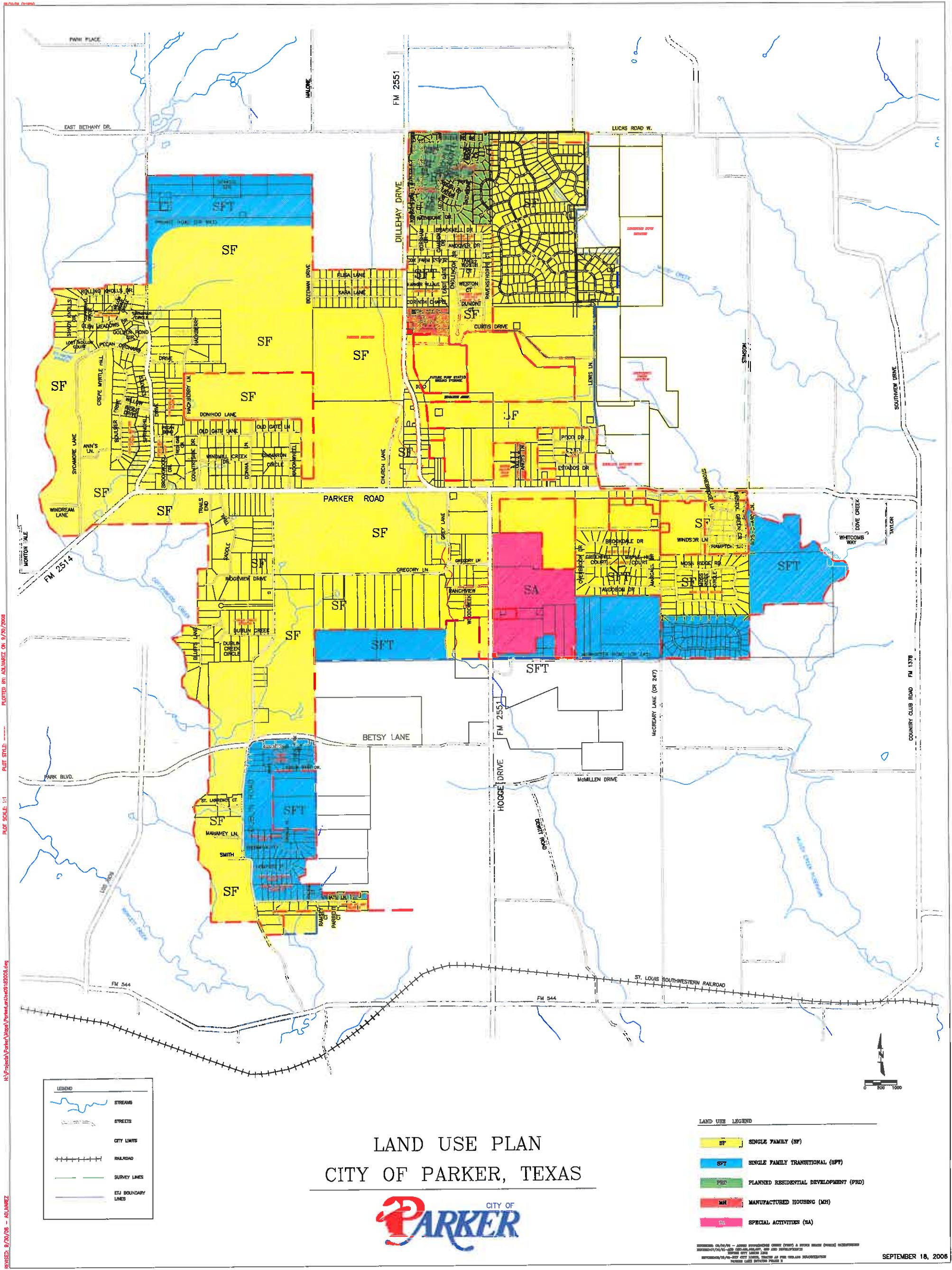
ATTESTED:

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City Secretary Carrie L. Smith, TRMC, CMC

APPROVED on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

**Insert  
Exhibit 14**

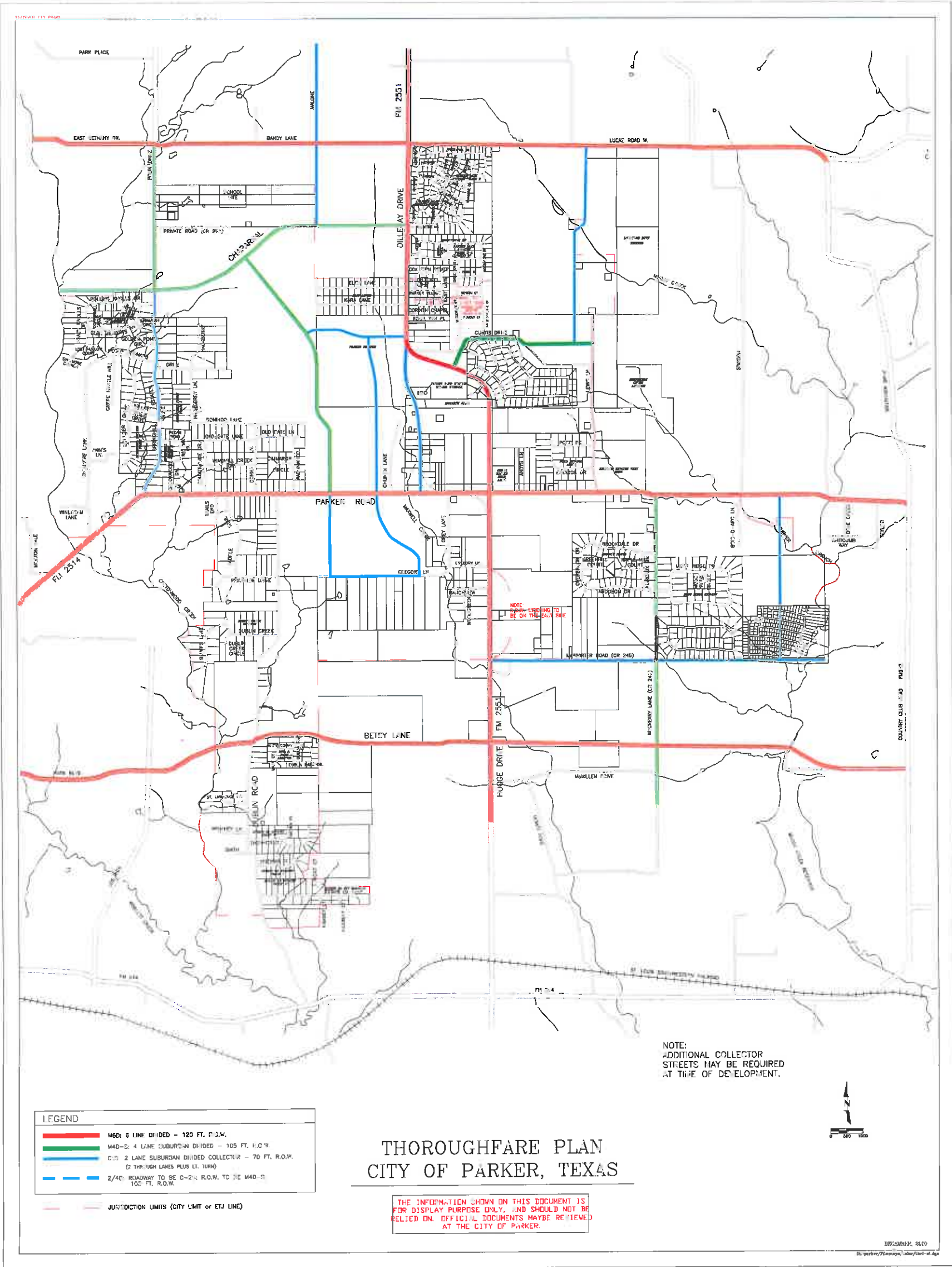


REVISED: 9/20/06 - ADJ. LANEZ  
H:\Projects\Parish\Map\Print\landuse09182006.dwg  
PLOT SCALE: 1:1  
PLOT STYLE: .sct  
PLOT BY: ADJ. LANEZ ON: 9/20/2006



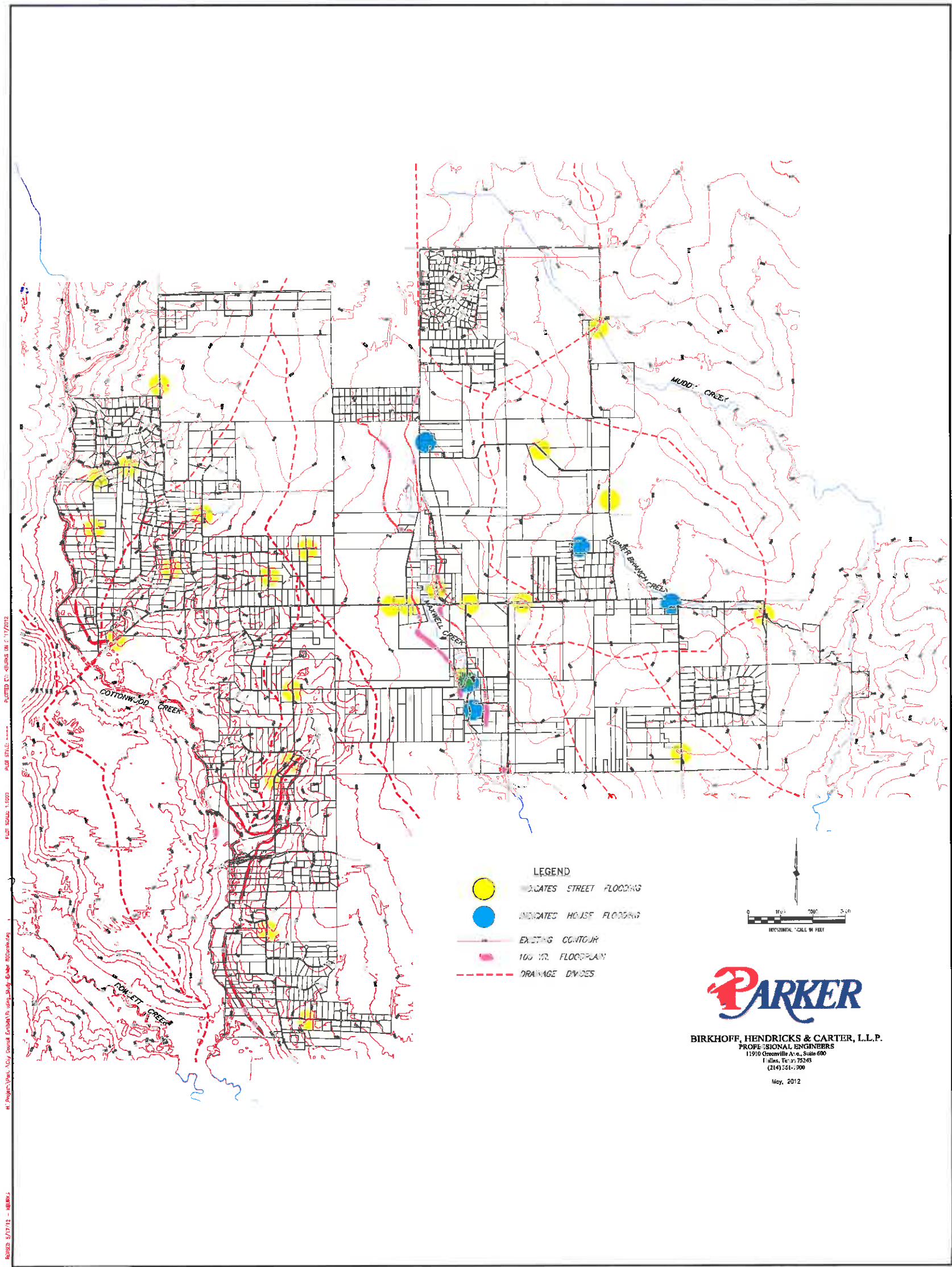


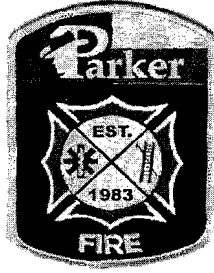












## 2012 Planning Session with Council

### The situation at present:

1. Six years ago the fire dept. developed a long range strategic plan to meet the expected service demands from a growing Parker.
2. The plan consisted of four basic, overarching objectives; three have been substantially accomplished with the support of Council.

#### a. Objective 1: Develop infrastructure:

- i. Build the new fire station.
- ii. Additions to the fleet which included an aerial ladder truck.
- iii. Realignment of the department' management organization to promote individual accountability and establish a checks and balances, collaborative environment.
- iv. Implement electronic recordkeeping for purposes of safety and compliance.
- v. Objective 1 has been substantially accomplished.

#### b. Objective 2: Raise the bar on core competencies:

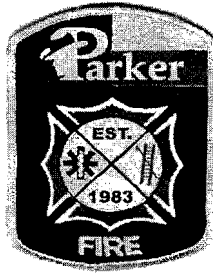
- i. 55% of our firefighters are certified by the Texas Commission of Fire Protection (the state agency charged with certification of paid departments) and another 25% by the State Fireman and Fire Marshal's Assoc. The remainder of the roster is in training.
- ii. Texas Commission on Fire Protection recently audited Parker FD for compliance with Commission standards for paid departments. We passed. A limited number of volunteer fire departments have undergone a TCPF audit.
- iii. Objective 2 is substantially achieved, but is always on-going.

#### c. Objective 3: Deliver emergency medical care at the advanced life support level:

- i. We have been an "ALS" provider since mid year 2011.
- ii. 33% of our firefighters are paramedics. An additional 42% are EMTs.
- iii. Objective 3 is substantially accomplished.

#### d. Objective 4: Achieve a consistent, average response time of 8 minutes or less 80% of the time.

- i. Response time is a function of travel time to the fire station from a member's residence or place of employment (typically 5 to 6 minutes) + travel time from the fire station to the incident site in Parker (typically less than 5 minutes).
- ii. Membership fluctuates between 35 to 40 members. Presently, only 10 live in Parker.
- iii. For the three years 2009 through 2011, the average response time was about 8 minutes. On average, our first fire truck arrives on scene in 8 minutes 53% of the time, and in 10 minutes 73% of the time.
- iv. We have yet to achieve Objective 4 and will likely not do so without changes in staffing protocols.



**The next series of objectives and next steps:**

3. Improve the City's ISO rating from its present "5" to a "3".
4. As a fully volunteer department: Achieve average response times of 10 minutes or less 90% of the time.  
As a part-paid/part volunteer department: Achieve average response times of 8 minutes or less 90% of the time.

**How we get there:**

5. Define a "Basis of Coverage".
  - i. Loosely stated, a basis of coverage is a policy agreement between the Council and the Fire Department that establishes:
    1. How fast the first fire truck is expected to arrive on scene.
    2. How fast we are expected to assemble an effective firefighting force at the scene to safely execute fire suppression activities.
  - ii. How fast we arrive on scene is greatly influenced by having firefighters and qualified officers at the fire station at the time of the alarm.
  - iii. How rapidly we assemble an effective firefighting force is a direct function of automatic and mutual aid agreements. These agreements have been in effect for many years and we will always be dependent on our neighbors to "fill out a first alarm".
6. Evaluate certain data points:
  - i. National standards:
    1. National Fire Protection Assoc. 1720 covering the provision of fire suppression, emergency medical and special operations services to the public by volunteer fire departments.
    2. NPFA 1710 applicable to paid departments.
  - ii. Parker FD membership demographics.
  - iii. Parker FD current response metrics.
7. Explore planning solutions:
  - a. Sleeping quarters at the fire station for volunteer firefighters.
    - i. Within 2 years, but ideally within a year.
    - ii. Accommodate 4 firefighters.
    - iii. Reconfigure existing station or add temporary structure at rear.
  - b. Paid "day crew" of:
    - i. Two firefighters in the first year of implementation.
    - ii. Three firefighters in the second year following implementation.
    - iii. Four firefighters in the fourth year following implementation.

PVFD

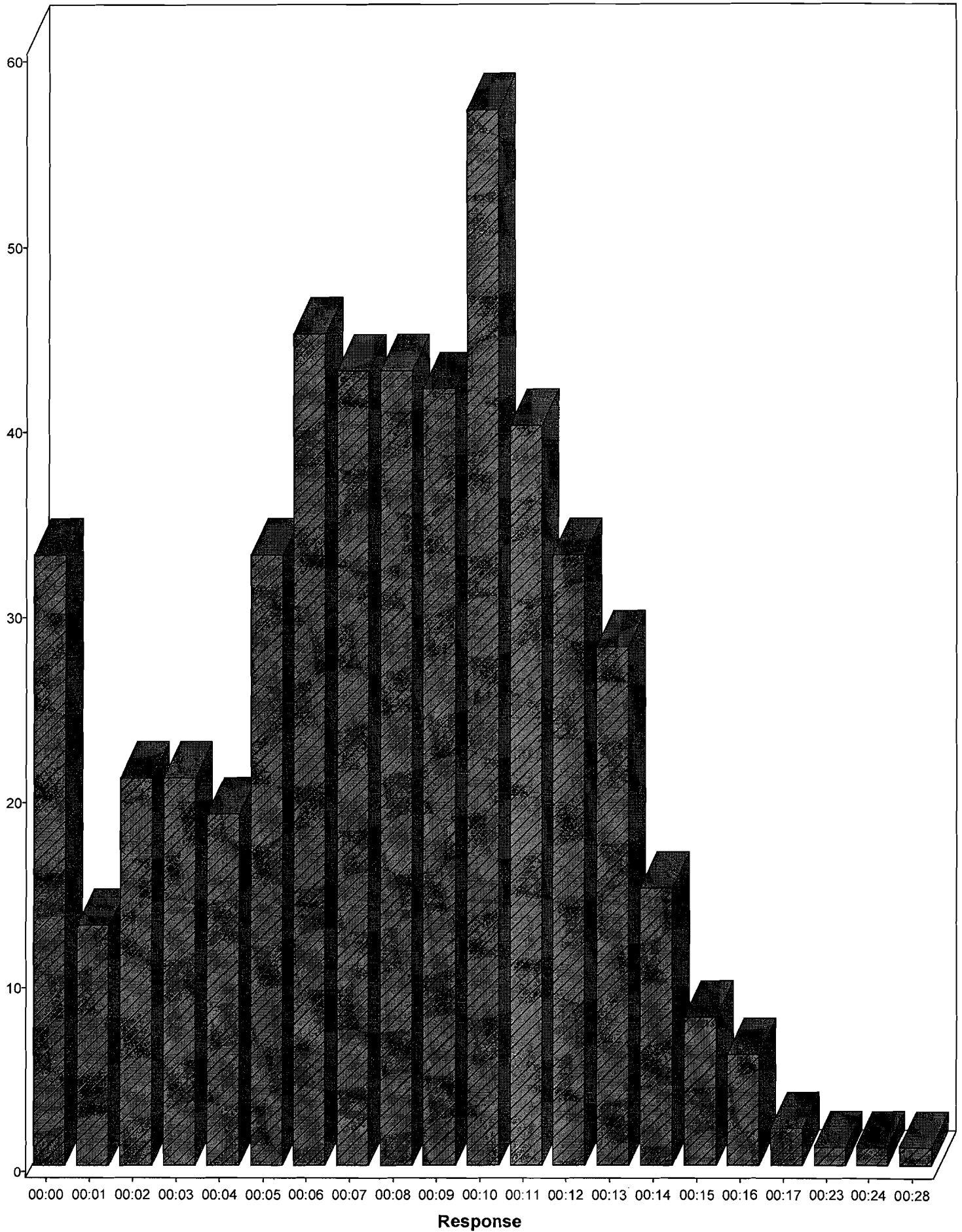
First Unit Arrival Response Time Analysis (Std)

Alarm Date Between {1/1/2009} And {12/31/2011}  
and District = "PKR "

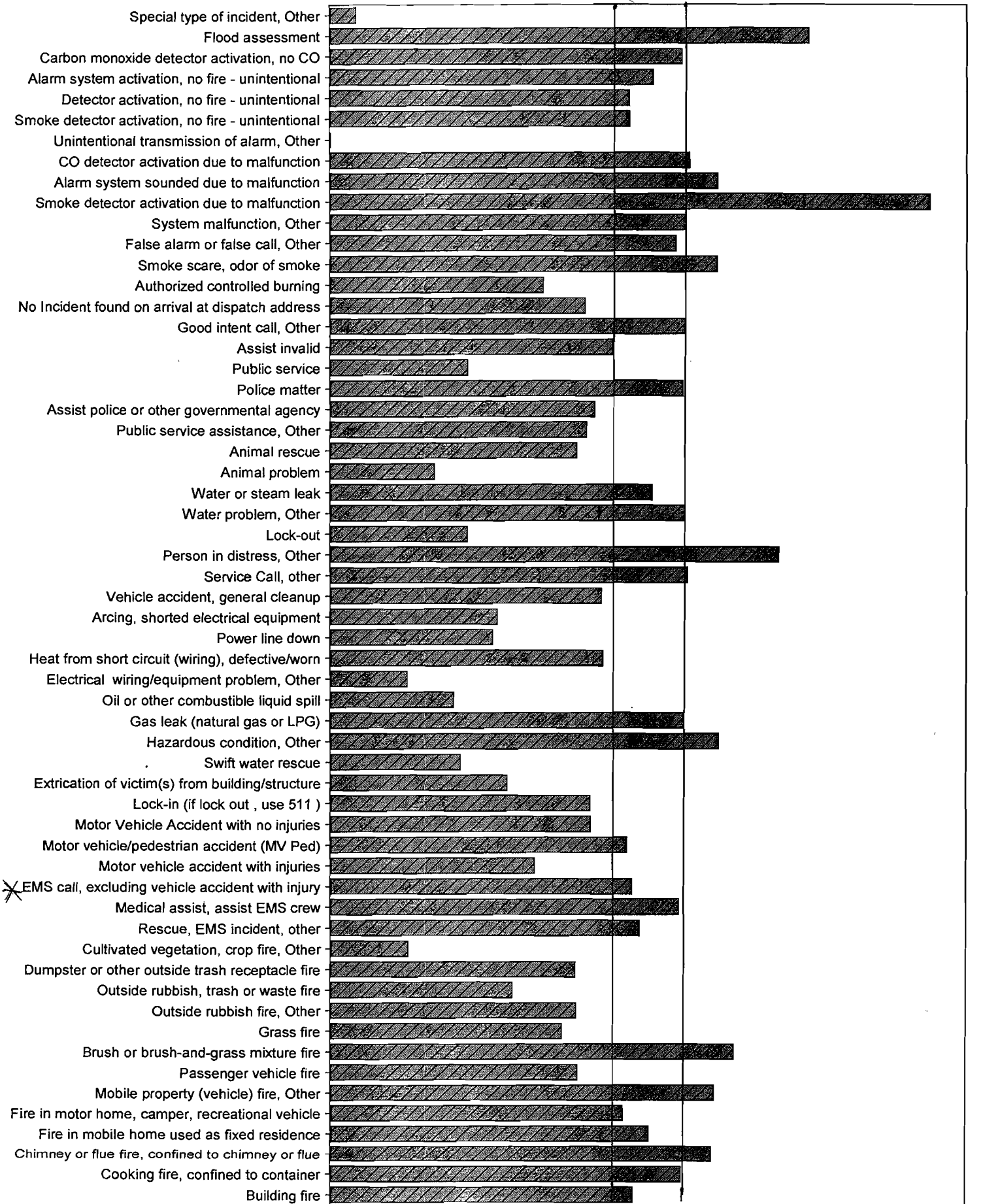
Response		Count	Percentage
Hrs	Mins		
<	01	33	6.5 %
	01	13	2.5 %
	02	21	4.1 %
	03	21	4.1 %
	04	19	3.7 %
	05	33	6.5 %
	06	45	8.9 %
	07	43	8.5 %
	08	43	8.5 %
	09	42	8.3 %
	10	57	11.2 %
	11	40	7.9 %
	12	33	6.5 %
	13	28	5.5 %
	14	15	2.9 %
	15	8	1.5 %
	16	6	1.1 %
	17	2	0.3 %
	23	1	0.1 %
	24	1	0.1 %
	28	1	0.1 %

Overall Average Response Time: 00:08:03

NFIRS Incidents by Response Time (in minutes)  
Alarm Date Between {1/1/2009} And {12/31/2011} and District = "PKR "



Average Minutes to Respond by Incident Type  
Alarm Date Between {1/1/2009} And {12/31/2011} and District = "PKR "



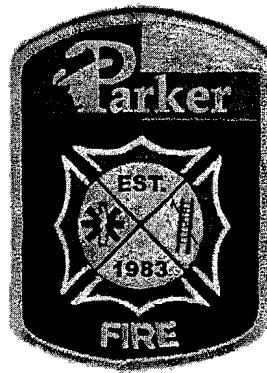


## PARKER FIRE DEPARTMENT WORKSHEET FOR PART-PAID DAYTIME COVERAGE

	Hourly Rate	Schedule	Coverage		Additional		5 Days per Week		7 Days per Week	
			5 days	7 days	Hours	Cost	Cost per	Cost per	Cost per	Cost per
							Week	Year	Week	Year
Example 1										
Officer	\$19	7am-7pm	\$1,140	\$1,596	3	\$57	\$1,197	\$62,244	\$1,653	\$85,956
Firefighter-Paramedic	\$14		\$840	\$1,176	3	\$42	\$882	\$45,864	\$1,218	\$63,336
Volunteer Firefighter	NA		\$125	\$175		\$50	\$175	\$9,100	\$225	\$11,700
Total							\$2,254	\$117,208	\$3,096	\$160,992
Example 2										
Officer	\$19	7am-7pm	\$1,140	\$1,596	3	\$57	\$1,197	\$62,244	\$1,653	\$85,956
Firefighter-Paramedic	\$14		\$840	\$1,176	3	\$42	\$882	\$45,864	\$1,218	\$63,336
Firefighter-EMT	\$13		\$780	\$1,092	3	\$39	\$819	\$42,588	\$1,131	\$58,812
Volunteer Firefighter	NA		\$125	\$175		\$50	\$175	\$9,100	\$350	\$18,200
Total							\$3,073	\$159,796	\$4,352	\$226,304
Division Chief										
	\$25				20	\$500	\$500	\$26,000	\$500	\$26,000
Total										
Summary:										
2 Minimum								\$117,208		\$160,992
3 Minimum								\$159,796		\$226,304
2 Minimum + Div Chief								\$143,208		\$186,992
3 Minimum + Div Chief								\$185,796		\$252,304

# Parker Fire Department

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## Review of Calendar Year 2011

# Highlights of 2011

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## ☐ Calls for Service

- We responded to 234 emergency calls during calendar year 2011. This is an increase of 7% over the 219 emergency calls for 2010. Calls for service inside Parker accounted for 87% of total call volume.

EMERGENCY CALL VOLUME					
	Calendar Year				% Change
	2008	2009	2010	2011	2010-2011
Total Emergency Call Volume	255	217	219	234	6.8%
<b>Total Parker Calls</b>	<b>212</b>	<b>189</b>	<b>195</b>	<b>203</b>	<b>4.1%</b>
Mutual Aid Given	43	28	24	31	29.2%
% Parker	83.1%	87.1%	89.0%	86.8%	-2.6%
% Mutual Aid	16.9%	12.9%	11.0%	13.2%	20.9%

- With the exception of Southfork Ranch, no single address accounted for more than four calls during 2011.

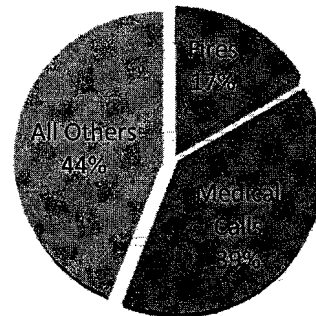
# Highlights of 20111

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## □ **Calls for Service**

- Of the 219 calls, 39 calls were fires. Of the 39 fire calls, 15 were structure fires.

**2011 Calls for Service**



- Of the 15 structure fires, only 2 occurred in Parker which were held to minimal property damage. This is a significant difference from 2008 where property damage from structure fire exceeded \$1 million (but represented an 85% "save" when compared to estimated total property threatened by those same fires).

# Highlights of 2011

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## ☐ Emergency Medical Services

- A Coalition ambulance responded into Parker 91 times during 2011, down from 109 responses during 2010. East Texas responded to 77% of the calls while a Wylie back-up ambulance responded to 23%. This split is unchanged from 2010.
- Our service model includes advanced life support provided by first arriving Parker firefighter/paramedics with transport to a hospital by a Coalition or back-up paramedic ambulance.
- As of year-end, of the 35 total volunteer members, 11 are paramedics (up from 9 in 2010) and an additional 13 are EMTs (down by 5 representing a loss with 2 EMTs upgrading to Paramedic and a further loss of 3 due to membership attrition).

## ☐ Fundraising

- The Parker Citizen's Fundraising Committee again outperformed expectations and raised approximately \$62,000 in net proceeds for the fire department.

# Highlights of 2011

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## □ Mutual Aid

- We provided mutual aid to our neighbors 31 times during 2011. Our neighbors reciprocated with mutual aid on 11 Parker fires calls. The disproportionate split between received/given is indicative of the lower level of fires that occurred in Parker during 2011 relative to our larger neighbors.

Summary of Mutual Aid			
	2009	2010	2011
Given	27	24	31
Received	17	12	11
Totals	44	36	42

2011 Mutual Aid		
	Received	Given
Lucas	6	13
Murphy	2	6
Fairview	1	1
Wylie	1	8
Plano	1	1
Collin Cty	0	2
Totals	11	31

# Highlights of 2011

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## ☐ Membership

- Total membership in the department stood at 32 as of December 31, 2011, down 6 from 2010. Relocation was the root cause for the loss of experienced members, while those less experienced left because they were unable/unwilling to commit the necessary time.
- We added 3 new members in January 2012 bringing total membership to 35. None of the three are experienced firefighters; one is an experienced EMT.
- 71%, or 25 of the volunteers, reside outside of Parker.
- Extended response times are a direct function of the distance volunteers live from the station and the lack of sleeping quarters for those wanting to stay overnight.

# Highlights of 2011

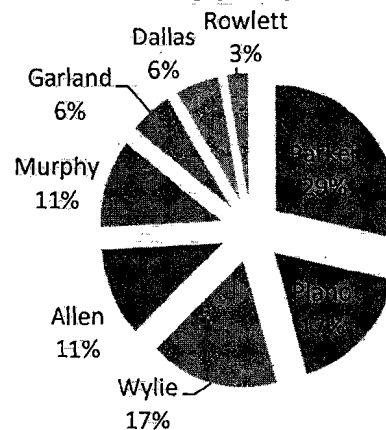
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## □ Membership

- Of these 25 non-Parker volunteers, nearly half live more than 5 miles from the fire station. It is our experience over 25 years that a volunteer cannot make a safe and timely response to an emergency call when they live over 5 miles away.

### Membership Demographics

Dec. 2011





# Highlights of 2011

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## ☐ Response Metrics

- Our average overall response time during 2011, averaged by incident type, was 8 minutes 19 seconds from the time of dispatch.
- On average, 12 firefighters responded to each structure fire call. This level of response is sufficient to staff both our two pumpers and the ladder truck.
- On average, 8 firefighters responded to all other types of calls.

## ☐ Apparatus

- Using fundraising proceeds, we purchased a trailer for the storage and transportation of specialized rescue equipment.
- There were no other changes to the apparatus fleet during 2011.

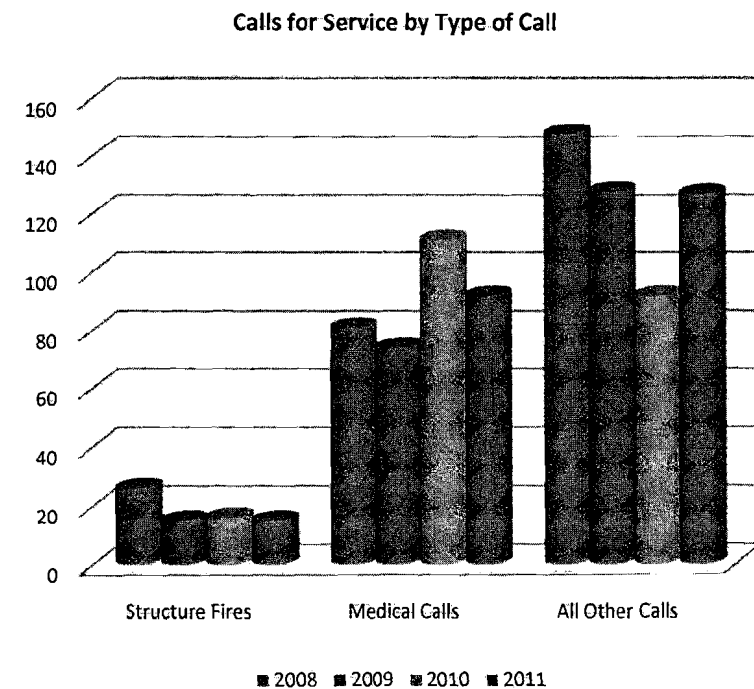
# Response Times

	2009	2010	2011
Avg. Min.	10:25	7:43	8:19
% ≤ 8 Min.	46%	58%	52%
% ≤ 10 Min.	70%	72%	67%

- Overall average response times by incident type as measured from time of dispatch.
- Response times deteriorated during 2011 from 2010. The root cause is the high number of volunteers residing distances greater than 5 miles from the fire station, and the lack of sleeping quarters to accommodate volunteers desiring to remain overnight at the station.
- **Our average response time will remain in the 8 minute range under an all-volunteer staffing model.**

# Calls for Service

	2008	2009	2010	2011
Structure Fires	26	15	16	15
Medical Calls	81	74	111	92
All Other Calls	148	128	92	127
Total Calls	255	217	219	234
Less: Mutual Aid Given	-43	-28	-24	-31
Parker Calls	212	189	195	203



# Property Value Lost & Saved

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	2009	2010	2011
Est. Value Threatened	1,116,000	792,000	N/A
Est. Value Lost	228,000	283,000	Nil
Est. Value Saved	888,000	509,000	N/A
% Saved	80%	64%	N/A

Property loss from structure fire was negligible in 2011

# Operational Readiness

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## **In service:**

- ✓ Engine 1
- ✓ Engine 10
- ✓ Truck 1
- ✓ Brush 1
- ✓ Tac 1
- ✓ Tac 2

## **Comments**

- ☐ During the year all apparatus underwent preventive maintenance.
- ☐ All apparatus are in service at year end.

# Strategic Initiatives for 2012

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- ☐ Investigate and evaluate options for delivery of paramedic ambulance service upon maturity in 2013 of the current contracts (1) with East Texas for primary service and (2) with the City of Wylie for back-up service. (New)
- ☐ Undergo a re-evaluation of the City's ISO Fire Protection Rating. The goal is to improve our rating from the current "5" to that of a "3". (Carry over from 2011)
- ☐ Finish the placement of vehicle-mounted laptop computers on the remaining fire apparatus. Continue to build a fire protection database for use at structure fires to improve firefighter safety, rescue of civilians and protection of property. (Continuing)
- ☐ Update life safety inspections of Parker's churches, Southfork Ranch and City Hall. (Carry over from 2011)
- ☐ Explore/evaluate means to accommodate overnight stays at the fire station by volunteer firefighters to reduce response during periods of severe weather (ice/snow; severe storm/tornado watches/warnings) when response from home/work is slow and dangerous. Additional carryover benefit for volunteers choosing to remain overnight regardless of weather conditions. (new)



## Council Agenda Item

Budget Account Code:	Meeting Date: June 19, 2012
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	

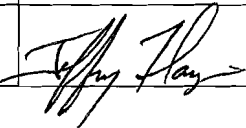
### AGENDA SUBJECT

UPDATE ON JAPANESE GRASSROOTS SUMMIT BY COORDINATOR SHARON HARGROVE.

### SUMMARY

### POSSIBLE ACTION

No action on this item.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-14-12



## Council Agenda Item

Budget Account Code:	Meeting Date: June 19, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	1) Annexation Request Form

### AGENDA SUBJECT

PUBLIC HEARING ON A REQUEST TO ANNEX APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.

### SUMMARY

City Council is required by law to hold two public hearings. This is the first of the two hearings.

The purpose of the hearings are to receive public comments on a request for annexation submitted by Henry Cleburne Raney, Lura R. Raney, Curtis Pohl, Alexander Dinverno, Marie Dinverno, Scott E. Fletcher, Maria J. Fletcher, Steve Rhodes, and Sally Rhodes to the City of Parker, Collin County, Texas, requesting annexation of approximately 6.353 acres of land in the Richard Sparks survey, Abstract # 850, Collin County, Texas. The land proposed by the Petitioners is to be annexed, and replatted to become additions to Lots 3, 4, 6, 7, and 8 of Block A of Brooks Farm Estates.

### **Mayor Marshall is to**

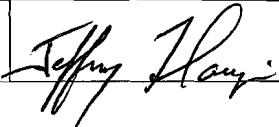
- ☐ **Open Public Hearing at \_\_\_\_\_ p.m.**
- ☐ **Take Public Comments**
- ☐ **Close Public Hearing at \_\_\_\_\_ p.m.**
- ☐ **Announce next public hearing will be held at a special meeting on June 26, 2012.**

Council discussion.



## POSSIBLE ACTION

No Action

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-14-12



## ZONING BOUNDARY CHANGE APPLICATION FORM ANNEXATION REQUEST FORM

1. Requesting:

Permanent Zoning \_\_\_\_\_  
 Re-Zoning ✓ (See Note\*)  
 Annexation ✓

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

2. Description and Location of Property:

- a. Survey and abstract: \_\_\_\_\_
- b. Lot and block: Lot 3-B Block A
- c. Total number of acres: 6 +/-
- d. Location further described: \_\_\_\_\_

3. Attach 8 copies of the preliminary plat or survey that contains:

- a. North point, scale, and date
- b. Name and address of:
  - i. Applicant
  - ii. Engineer or surveyor responsible for survey of plat
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to the property
- e. Location of existing or platted streets within and adjacent to the existing property
- f. Location of all existing rights of way, utility, and/or drainage easements

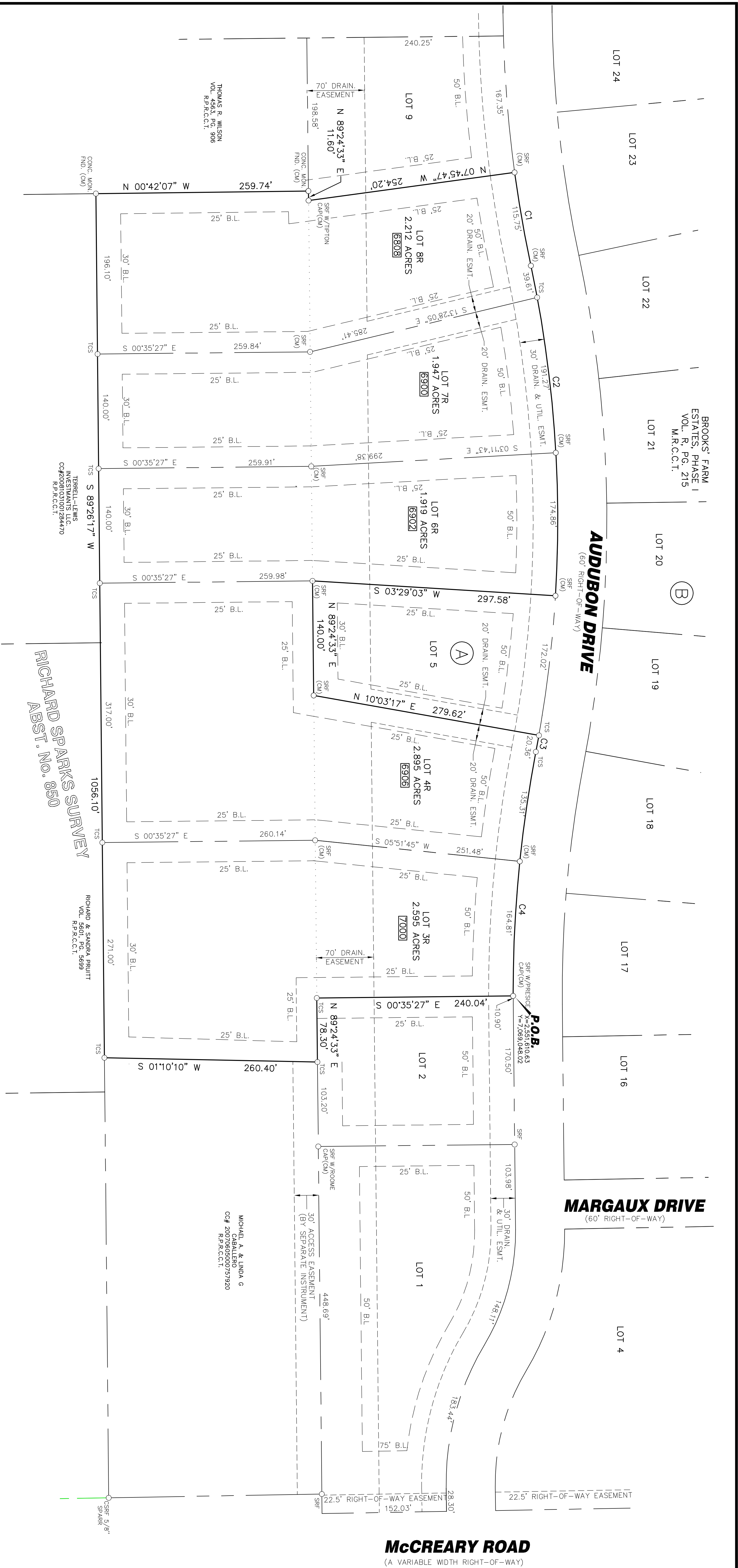
4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

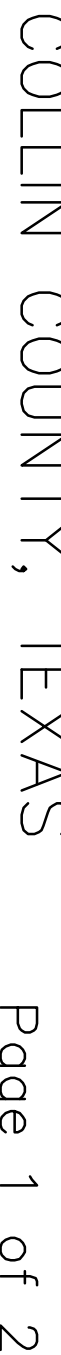
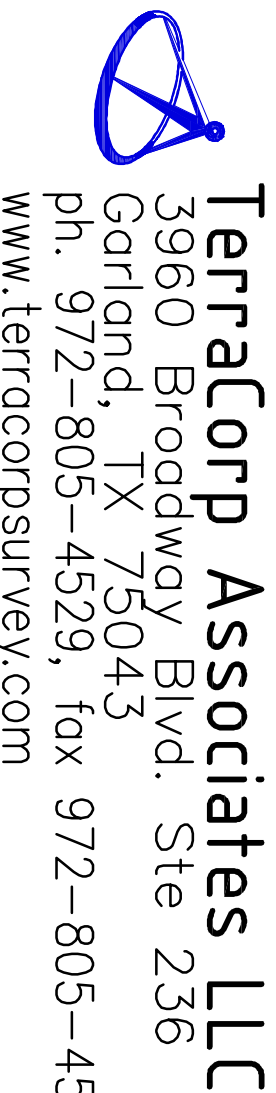
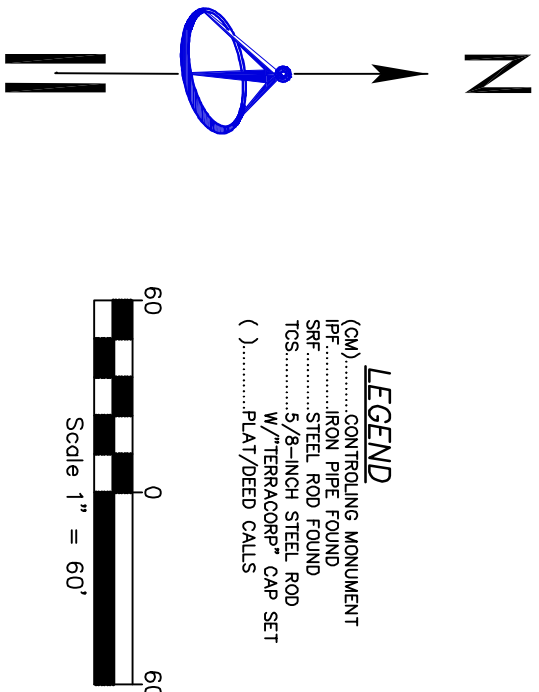
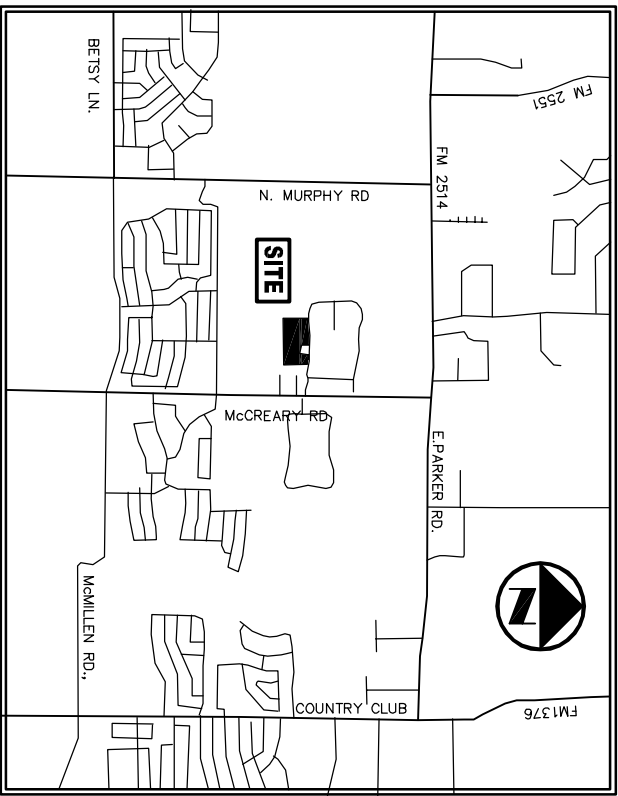
All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: Henry Cleburne Raney Date: 4/30/2012

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



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CD/DIST.
C1	04°15'05"	1560.00	115.75	N 80°06'41" E	115.72
C2	15°29'54"	1500.00	405.75	S 85°44'06" W	404.51
C3	00°46'32"	1560.00	20.36	N 79°33'23" E	20.36
C4	11°01'22"	1560.00	300.12	S 84°40'45" E	299.66



TO: Mayor and City Council

FROM: City Administrator Jeff Flanigan

DATE: June 14, 2012

RE: Annexation Request

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Attached is the Annexation Request Form and Petitions. Please note staff has included Mr. Raney's Petition for your review. The same petition was received from all applicants listed below.

Cleburne Raney h-972.495.2131 c-214.549.7245 7000 Audubon Dr  
[the.raneys@verizon.net](mailto:the.raneys@verizon.net) Lot 3 - will be attaching Lot 3A - 1.62 acres

Curt Pohl h-972.442.1928 c-503.209.0002 6906 Audubon Dr  
[spohl96@yahoo.com](mailto:spohl96@yahoo.com) Lot 4 - will be attaching Lot 4A - 1.88 acres

Alex Dinverno h-972.429.1168 c-214.679.5467 6902 Audubon Dr  
[adinverno@prestigeusa.net](mailto:adinverno@prestigeusa.net) Lot 6 - will be attaching Lot 6A - .83 acre

Scott Fletcher h-972.618.0328 c-972.740.0935 6900 Audubon Dr  
[goldennarrow114@verizon.net](mailto:goldennarrow114@verizon.net) Lot 7 - will be attaching Lot 7A - .83 acre

Steve Rhodes h-214.383.3837 c-408.888.0218 6808 Audubon Dr  
[steve.rhodes@internetreviews.com](mailto:steve.rhodes@internetreviews.com) Lot 8 - will be attaching Lot 8A - 1.10 acres

State of Texas §  
County of Collin §  
City of Parker §

Name HENRY Cleburne Raney  
Address 7000 Audubon, Parker, TX  
Lot 3 Block A  
Telephone 214. 549. 7245

Petition and Consent for Annexation, Modification of Plat, and Zoning  
Brooks Farm Estates Phase 1

COMES NOW the undersigned owners of residential property in Brooks Farm Estates Phase 1, Henry C Raney, ("Residents") who, together with four of the owners of neighboring properties on Audubon Drive (Collectively known as "Applicants"), composed of lots 3, 5, 6, 7, and 8 (the "Merger Lots"), do hereby request the City of Parker to annex lands identified below in the ETJ of Parker, contiguous to the lots of Brooks Farm Estates Phase 1 identified above, modify the plat of Brooks Farm Estates to include the annexed property, and extend the zoning of Brooks Farm Estates into the annexed area.

The Brooks Farm Estates property owners involved in the transaction (the "Applicants"), their full names as shown in the county tax records, their address, the legal description of the lot and block of their property, and the designation of their portion of the 6-acre tract to be annexed, are all set forth in Exhibit A to this petition.

Exhibit B of this petition is the legal description of the tract of apx. 6 acres owned by Michael and Linda Caballero proposed by the Applicants to be purchased, annexed, and subdivided among the Applicants.

Exhibit C is the relevant portion of the Brooks Farm Estates plat of Phase I proposed to be amended showing lots 1-9 of Brooks Farm Estates' plat, and showing the modifications to the Merger Lots 3,4,6,7 and 8 as proposed by the undersigned Resident and Applicants.

The property owners propose to purchase the 6-acre tract from its current owner, and sub-divide it into parcels contiguous with their lots. In order for lawful subdivision to occur, the undersigned Resident, and the Applicants, request that the Merger Lots in Brooks Farm Estates Phase 1 be replatted in accordance with Exhibit C, in order that each property owner's lot will be merged with the corresponding portion of the annexed tract, as shown on Ex. C.

Simultaneously with the proposed replat of Lots 3,4,6,7, and 8 of Brooks Farm Estates Phase 1, the undersigned, and the remaining property owner Applicants, propose that the six-acre tract, in its entirety, be annexed into the City of Parker.

Further, the undersigned and the remaining property owners request that upon being annexed, and subdivided by merger with existing lots into Brooks Farm Estates Phase 1, the property also be simultaneously zoned with the same zoning (single family transitional – SFT, with conditions) as currently exists in Brooks Farm Estates.

The undersigned acknowledges their responsibility to pay their portion of the application and filing fees necessary for annexation, plat modification, and zoning. The Applicants individually and collectively agree that the annexed property do not required additional city services as a result of the annexation and merger with existing residential lots. .

The undersigned appoint Cleburne Raney, residing at 7000 Audubon Drive, Parker, Texas (one of the property owner Applicants), to act as their attorney-in-fact for the limited purpose of representing our interests in the annexation, plat modification, and zoning actions described above. This limited power of attorney is terminable on five-days written notice to the city secretary, City of Parker. Absent the city secretary receiving such notice, Mr. Raney is authorized to speak for us, and in our behalf, in order to accomplish the objectives of this petition.

Signed this 27th day of April, 2012.

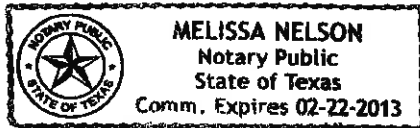
Henry C Raney  
Laura K Raney

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Henry C. Raney known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that she/he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on 4/27/, 2012.



Melissa Nelson  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Laura K. Raney known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that she/he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on 7/27, 2012.

*Melissa Nelson*

Notary Public in and for the State of Texas





## Council Agenda Item

Budget Account Code:	Meeting Date: June 19, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	1) Current contract with Allied Waste 2) Letter and Presentation to be presented by Allied Divisional Municipal Service Manager Brenda LaLonde.

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REQUEST TO INCREASE FEES AND CHARGES BY ALLIED WASTE.

### SUMMARY

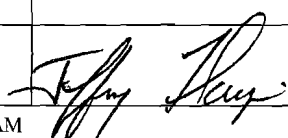
Allied is requesting an adjustment of \$0.71 per home per month, to be effective June 1, 2012.

This is the first adjustment requested since 2009. Per the terms of the contract, Allied may request an adjustment to reflect changes in cost of doing business, and operating cost from year over year.

### POSSIBLE ACTION

Move to approve a rate increase of \_\_\_\_\_, effective \_\_\_\_\_.

Move to deny request.

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-14-12



**RESOLUTION NO. 2009-282**  
*(Solid Waste and Disposal Service Agreements)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AN AGREEMENT WITH ALLIED WASTE SERVICES OF PLANO, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Parker City Council deems it in the best interest of the City of Parker to approve Solid Waste and Disposal Service Agreement with Allied Waste Services of Plano, Texas to obtain certain services to be performed for the benefit of the City Parker, Texas;

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

**SECTION 1.** The Agreement attached hereto, and entitled "Waste Collection and Disposal Agreement", is approved.

**DULY RESOLVED** by the City Council of the City of Parker, Texas on this the 1<sup>st</sup> day of December, 2009.



**APPROVED:**

  
Mayor Joe Cordina

**ATTESTED:**

  
City Secretary Carrie L. Smith

## **WASTE COLLECTION AND DISPOSAL AGREEMENT**

**STATE OF TEXAS**

§

**COUNTY OF COLLIN**

§

§

**THIS WASTE COLLECTION AND DISPOSAL AGREEMENT** (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems Inc. d/b/a Allied Waste Services of Plano, a Delaware corporation ("Contractor").

A. Contractor and City entered into an Agreement for the collection and disposal of residential waste as of January 1, 1987 (the "Original Agreement").

B. Contractor and City have entered into a series of amendments to the Original Agreement.

C. The latest amendment to the Original Agreement is due to expire on December 31, 2009. All prior agreements and amendments are terminated on the effective date of this Agreement.

D. Contractor and City desire to enter into this Agreement for services as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

### **SECTION 1.**

#### **GRANT**

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris, hazardous wastes and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

## SECTION 2.

### DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings:

A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.

B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.

C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or fifty (50) lbs. in weight.

D. City: The City of Parker, Texas, a municipal corporation of Collin County, Texas.

E. City Council: The Parker City Council.

F. Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

G. Contractor: Allied Waste Systems, Inc. d/b/a Allied Waste Services of Plano, a Delaware corporation, and its successor(s) and/or affiliates under this Agreement.

H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.

I. Customer: An occupant of a Residential Unit who generates Refuse.

J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

L. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which



is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

M. Handicapped Customers: A residential household in which all members of the household are physically handicapped to the extent that they are unable to place Garbage at curbside. The fact of such handicap must be certified to Contractor by the Mayor of the City.

N. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

O. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.

P. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.

Q. Recyclable Materials: Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, including, but not limited to, newspapers (including glossy inserts); plastic jugs and bottles; aluminum and metal cans; and glass food and beverage containers.

R. Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of sixty-five (65) or ninety-five (95) gallons provided by Contractor.

S. Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires.

T. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

U. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

V. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic

substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

W. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

X. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Hazardous Waste or special waste.

### SECTION 3.

#### CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect and dispose of Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, or collection may cause damage to the street, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City.

B. Title to Refuse, Dead Animals and Recyclable Materials, except special, hazardous or non-conforming Refuse shall pass to Contractor when placed in Contractor's collection vehicle. Title to special, hazardous or non-conforming Refuse shall not pass to Contractor, but shall remain with the Customer that generated such waste.

C. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Contractor will utilize written route books for use in the collection of Refuse from all residential and commercial Customers. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks.

D. The Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles bi-monthly to all residential Customers, unless otherwise specified. Contractor



agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles bi-monthly to all residential Customers.

E. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one Telephone Directory covering Collin County under the name by which it conducts business in the community.

F. Contractor agrees that Customer complaints shall be addressed and resolved within forty-eight (48) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

G. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

H. Contractor shall not be obligated to pick up Hazardous Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

#### SECTION 4.

##### CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate: "Attachment 1"

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Adjustments to monthly service charge: The rates set forth in this Agreement shall remain effective for the period of one (1) year from the date of January 1, 2010. Upon request by Contractor, City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in cost of doing business, operating costs of Contractor or increased costs due to changes in location of disposal facilities and / or increase in disposal costs after the first year of the contract.

E. Any proposed increase will be documented by the Contractor, considered by the City, and subject to the City Council approval. Contractor will provide to the City, on a quarterly schedule, information including the following:

1. Collection weight of materials for waste, and for recycling.
2. Total number of households served by the Contractor and the number of recycling and waste containers in service in the city for that quarter.
3. Fuel costs and disposal fees for the quarter.

F. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

G. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

H. Payment to Contractor: City shall bill the Customers, and shall pay Contractor such remittance to be received by Contractor within 30 days of the city's receipt of the invoice.

## **SECTION 5.**

### **SPILLAGE**

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

## **SECTION 6.**

### **NON-COLLECTION**

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the decision of the City Administrator of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash and shall notify City of the reason for such non-collection. Contractor shall also provide notice to the Customer of the reason for such non-collection (unless such non-collection is

the result of the Customer's failure to timely place the Brush or containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the container or the front door of the residence and shall indicate the nature of the violation and the correction required in order, and such Garbage may than be collected at the next regular collection date. When City is notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor, City may investigate. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City.

## **SECTION 7.**

### **INDEMNIFICATION**

**Contractor assumes all risk of loss or injury to property or persons arising from any of its negligent operations under this Agreement, and agrees to indemnify and hold harmless the City from all claims, demands, suits, proceedings, judgments, cost or expenses arising from any such loss or injury and from special clean-ups, fines or other regulations imposed on any Landfill site used by the Contractor to dispose of City Trash and Refuse. Contractor shall not, however, be obligated to indemnify City for any claims, demands, suits, proceedings, judgments, cost or expenses arising from a negligent act or omission, or willful misconduct, of City or its employees or agents.**

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities shall include those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

## **SECTION 8.**

### **INSURANCE**

Contractor agrees to carry, at a minimum, the following types of insurance:

Worker's Compensation Employers	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except automobile	\$1,000,000 aggregate
Automotive Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence



Automotive Property Damage  
Liability

\$500,000 each occurrence

Umbrella Excess Liability Policy

\$1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. Twenty days notice to the Contractor by the City shall be given prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present proof of insurance to cure the default prior to the Council meeting.

## SECTION 9.

### TERM

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2015, except as it may be extended as provided below. On or before October 1, 2015 (the "Termination Notice Deadline"), either Party may provide written notice to the other Party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2015 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2015, then the term of this Agreement shall be extended until December 31, 2020.

### TERMINATION

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address, set forth below in Section 10, of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement.

Contractor shall be allowed a thirty (30) day period from the date of receipt of said written notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full

opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate waste collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement as of the date of the hearing, or as otherwise determined by the Council. Upon termination or expiration of this Agreement, all amounts due hereunder (to the date of the hearing, or the termination date set by the Council) by either Party to the other shall be paid in accordance with the provisions of this Agreement. Notwithstanding anything stated herein or otherwise, this agreement may be terminated by the Contractor in the event of a breach of this Contract which is not remedied by the City within thirty (30) days following delivery of a written notice of breach from the Contractor to the City.

## **SECTION 10.**

### **MISCELLANEOUS**

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor without consent of City as long as all obligations of the assignee per this Agreement are performed in accordance with this Agreement, but may be assigned to any other third party only with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Administrator of the City of Parker will be authority for the approval of charges or any service not contemplated by this Agreement, and for the disposition of any dispute between a Customer and Contractor. The City Administrator of the City of Parker may designate a City employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or improper waste. Should Contractor elect to dispose of such materials, Contractor shall receive a fee or charge mutually acceptable to Contractor and the party requesting disposal of such materials. City agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both Parties and their officers, agents, employees, representatives, contractors and subcontractors shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

E. Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms. City shall pay Contractor \$70/hour for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions, or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations.

G. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either Party to the other Party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002  
Telephone: 972.442.4922  
Fax: 972.442.2894

If to Contractor:

General Manager  
Allied Waste Services of Plano  
4200 E. 14<sup>th</sup> St.  
Plano, Texas 75074  
Telephone: 469.443.7019  
Fax: 972.881.9077

The Parties hereto shall include in writing any change that may occur in such respective addresses from time to time.

H. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a Party to this Agreement.

I. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be



affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

J. Entire Agreement: This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

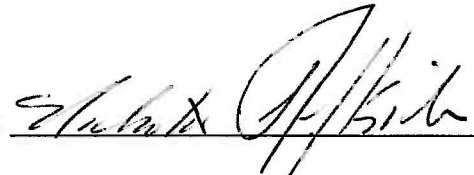
K. Governing Law, Venue and Consent to Jurisdiction: This Agreement, and the rights, remedies, obligations, and duties of the Parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, venue for such action shall be proper in Collin County, Texas. The Parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

L. Non-Appropriation: In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor as much notice as possible of this contingency.


(Signatures begin on next page)

Executed to be effective from and after the 1st day of December, 2009.


**ALLIED WASTE SYSTEMS, INC. ,**  
**d/b/a ALLIED WASTE SERVICES OF**  
**PLANO,**  
a Delaware corporation

BY:   
Nick Stefkovich, Area President

**CITY OF PARKER,**  
Collin County, Texas

BY:   
Joe Cordina, Mayor

**ATTEST:**

  
City Secretary

**Attachment 1**

**Exhibit "A"**

<b><u>Residential:</u></b>	<b><u>Rate per month per home</u></b> <b><u>Not including taxes and admin fees</u></b>
Automated Solid Waste Collection Per unit per month, two (2) 95 gallon Polycarts Once per week collection	\$ 10.58
Bulk Trash bi-monthly pickup	\$2.35
Recyclable Materials collection & Single-Stream processing, 95 gallon Polycart, once per week collection	\$ 3.56
Extra recycle carts at no extra charge	\$0.00
Extra trash cart, once per week collection The first two trash carts are at no additional cost.	\$ 7.40
30-yard roll-offs for city hall use are at no extra charge	\$0.00
Four (4) 30-yard roll-offs per year for city events at no extra charge	\$0.00
Each additional roll-off for city events, per year, in excess of the four for city events.	\$325.00



June 12, 2012

Jeff Flanigan  
City of Parker  
5700 East Parker Road  
Parker, Tx. 75002

Re: Price Increase Request

Dear Jeff,

Republic Services wishes to thank the City of Parker for the opportunity to be the provider of choice for your solid waste, recycling and disposal services. We enjoy working with the community and look forward to continuing our partnership for years to come.

This letter is to notify you of the annual rate adjustment for your city. This is the first adjustment requested since 2009. Per the terms of the contract, we may request an adjustment to reflect changes in cost of doing business, and operating cost from year over year.

Per the annual report that has been a 1% increase in disposal cost and a 28.57% increase in fuel cost. Based on the calculations, Republic is respectfully requesting an adjustment of \$0.71 per home per month. The following pages detail our calculations. We ask for this to be effective June 1, 2012.

I have attached a copy of the Weekly U.S. Retail On-Highway Gulf Coast Diesel Prices and a copy of the rate increase letter from the landfill.

We trust that you will agree that our service provides your community with superior quality solid waste and recycling collection. We look forward to our continued partnership.

Sincerely,

Brenda Lalonde  
Division Municipal Services Manager

CC: Mr. Phillip E. Miesner  
General Manager

## City of Parker



4th Qtr & YTD

### Report

ALLIED WASTE SERVICES OF PLANO




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## YTD tons 2011



PARKER	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Solid Waste	327	328	382	355
Recycle	95	104	107	107
Bulk/Brush	56	135	169	127
<b>TOTALS</b>	<b>478</b>	<b>567</b>	<b>658</b>	<b>589</b>




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## 2011 Homes Serviced



Homes Serviced:	Drive by's
1 <sup>st</sup> qtr: 3312	1 <sup>st</sup> qtr: 30,890
2 <sup>nd</sup> qtr: 3306	2 <sup>nd</sup> qtr: 29,732
3 <sup>rd</sup> qtr: 3379	3 <sup>rd</sup> qtr: 31,514
4 <sup>th</sup> qtr: 3511	4 <sup>th</sup> qtr: 33,916




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## YoY Disposal Cost



2010

S/W: \$49,266

2011

1<sup>st</sup> qtr: \$10,150

2<sup>nd</sup> qtr: \$12,270

3<sup>rd</sup> qtr: \$14,602

4<sup>th</sup> qtr: \$12,773

YTD total \$49,795




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## YoY Diesel Cost / gallon



2010

1<sup>st</sup> qtr: \$2.81

2<sup>nd</sup> qtr: \$2.98

3<sup>rd</sup> qtr: \$2.89

4<sup>th</sup> qtr: \$3.07

Avg cost / gallon \$2.94

2011

1<sup>st</sup> qtr: \$3.57

2<sup>nd</sup> qtr: \$3.95

3<sup>rd</sup> qtr: \$3.82

4<sup>th</sup> qtr: \$3.78

Avg cost/gallon \$3.78




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## Customer Satisfaction



2011

Jan – Mar: 7 calls

Apr – Jun: 4 calls

Jul – Sept: 1 call

Oct – Dec: 5 calls




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## Diversion Rates



1<sup>st</sup> qtr 24.80%

2<sup>nd</sup> qtr 22.46%

3<sup>rd</sup> qtr 19.42%

4<sup>th</sup> qtr 22.20%

YTD Diversion Rate: 22.23%

Parker 2010 diversion rates was 20.1%



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Thank You  
CITY OF PARKER



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5% Fran Fee included	total rate	12.05
Resi rate	s/w	9.75
Comml H/C	s/s	1.70
Current	hhw	0.60

	1	2	3	4	5	6
2yd	58.45	108.14				
3yd	66.80	123.58				
4yd	83.51	154.48	214.81			
6yd	100.21	185.38	257.78	319.33		
8yd	125.26	231.73	322.31	399.15	464.54	520.10

Disposal	1	2	3	4	5	6
2yd	17.54	32.44	0.00	0.00	0.00	0.00
3yd	20.04	37.07	0.00	0.00	0.00	0.00
4yd	25.05	46.34	64.44	0.00	0.00	0.00
6yd	30.06	55.61	77.33	95.80	0.00	0.00
8yd	37.58	69.52	96.69	119.75	139.36	156.03

Haul	1	2	3	4	5	6
2yd	40.92	75.70	0.00	0.00	0.00	0.00
3yd	46.76	86.51	0.00	0.00	0.00	0.00
4yd	58.46	108.14	150.37	0.00	0.00	0.00
6yd	70.15	129.77	180.45	223.53	0.00	0.00
8yd	87.68	162.21	225.62	279.41	325.18	364.07

Current		Haul 70%	Disp 30%	New Haul	New Disp
20 yd	348.38	243.87	104.51	264.28	121.93
30 yd	366.33	256.43	109.90	277.89	128.21
40 yd	380.05	266.04	114.02	288.30	133.01
30 yd pkr	390.61	273.43	117.18	296.31	136.71
35 yd pkr	421.22	294.85	126.37	319.53	147.42
42 yd pkr	421.22	294.85	126.37	319.53	147.42
del/exc	121.41	84.99	36.42	92.10	42.49
rental	3.17	2.22	0.95	2.40	1.11

108.37%	Haul	0.70
116.66%	Disposal	0.30

New Rate	1	2	3	4	5	6
	\$64.80	\$119.88	\$0.00	\$0.00	\$0.00	\$0.00
	\$74.05	\$137.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$92.58	\$171.25	\$238.13	\$0.00	\$0.00	\$0.00
	\$111.09	\$205.51	\$285.77	\$354.00	\$0.00	\$0.00
	\$138.86	\$256.89	\$357.30	\$442.49	\$514.98	\$576.57

	1	2	3	4	5	6
	20.46	37.85	0.00	0.00	0.00	0.00
	23.38	43.25	0.00	0.00	0.00	0.00
	29.23	54.06	75.18	0.00	0.00	0.00
	35.07	64.88	90.22	111.76	0.00	0.00
	43.84	81.10	112.80	139.69	162.58	182.02

	44.34	82.03				
	50.67	93.75				
	63.35	117.19	162.95			
	76.02	140.63	195.55	242.24		
	95.02	175.79	244.50	302.79	352.40	394.54

Current	Resi	Haul 70%	Disp 30%	New Rate
s/w	9.75	7.40	3.41	10.81
s/s	1.70	1.29	0.59	1.88
hhw	0.60			0.60
Current	12.05			13.29
Coml h/c	13.19	10.01	4.62	14.62

Current Rate

\$ 16.49

0.71 increase

\$ 17.20 New proposed rate

### Disposal

Jan 2011 \$ 26.50

Jan 2010 \$ 25.50

change \$ 1.00

2011

Avg Home Count 1127

Disposal tons 1879

Cost increase \$ 1,879.00

per hme/month **\$0.14**

### Diesel Cost

2011 \$ 3.78

2010 \$ 2.94

difference \$ 0.84

avg gal/per hour 3.79

2011 hours 2423.32 X 3.79 = 9184.38 X 0.84 = 7714.88

7714.88 / 1127 = 6.84 / 12 = \$0.57 increase

**CITY OF PARKER  
SOLID WASTE & RECYCLE  
EFFECTIVE JUNE 1, 2012**

<b>Solid Waste Collection</b>	<b>\$ 11.00</b>
1 x week (2 carts)	
<b>Recycle Collection</b>	<b>\$ 3.70</b>
1 x week	
<b>Bulk/Brush Collection</b>	<b>\$ 2.50</b>
 <b>Extra solid waste cart</b>	 <b>\$ 7.70</b>

City Hall	
4 - Rolloff Hauls per year / city events	No Cost
30 yard roll-off for city hall use	No Cost
Additional roll off containers	\$ 338.00



November 30, 2010

*Re: New Rates at Camelot Landfill*

Dear Valued Customer:

On January 1, 2011 the disposal rates at Camelot Landfill will be \$26.50 per ton with a \$65.00 minimum charge plus environmental and fuel surcharge fees. The Texas Commission on Environmental Quality state fee is included in the rates. Our non-refundable pull-off charge will increase to \$40.00 per event and the charge for hard hats and safety vest will be \$8.00 each.

Non-hazardous special wastes as defined by the TCEQ and allowed by our permit may be accepted at this landfill. However, prior approval is required. Contact David Thornburg at (214) 505-4714 or myself for acceptable waste materials and pricing structure.

It is our policy to accept waste for disposal from all customers as long as the customer maintains their account in a current status and complies with the Safety and Environmental Rules for the site. Copies of the rules are available at the scale house.

The employees at Camelot Landfill appreciate your decision to use our disposal facility. In return, we strive to ensure that you receive the best disposal service in the DFW area. If you have any questions or comments regarding these rules or landfill operation, please do not hesitate to contact me.

Very truly yours,  
CAMELOT LANDFILL

Larry Bressman  
Division Manager

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CAMELOT LANDFILL  
580 Huffines Boulevard  
Lewisville, TX 75056  
972.492.3888 • Fax 972.492.4943  
[www.republicservices.com](http://www.republicservices.com)



U.S. Energy Information  
Administration

## PETROLEUM & OTHER LIQUIDS

OVERVIEW **DATA** ANALYSIS & PROJECTIONS

GLOSSARY [FAQS](#)

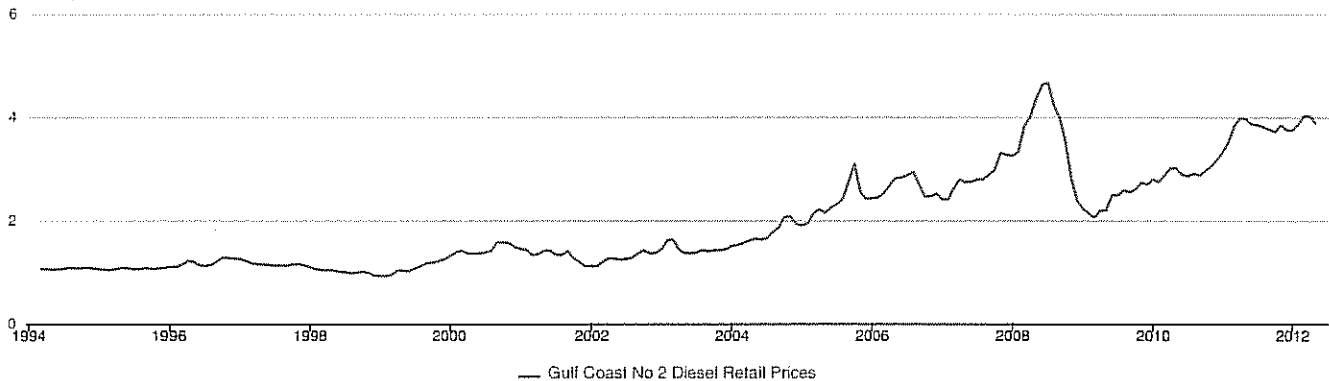
View History: ☐ Weekly ☒ Monthly ☐ Annual

[Download Data \(XLS File\)](#)

### Gulf Coast No 2 Diesel Retail Prices



Dollars per Gallon



Source: U.S. Energy Information Administration

#### Chart Tools

no analysis applied

Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1994			1.065	1.064	1.054	1.062	1.076	1.092	1.089	1.081	1.092	1.074
1995	1.059	1.050	1.046	1.066	1.086	1.080	1.060	1.063	1.084	1.072	1.073	1.085
1996	1.106	1.105	1.151	1.227	1.201	1.141	1.119	1.149	1.215	1.288	1.281	1.271
1997	1.255	1.230	1.176	1.159	1.156	1.145	1.126	1.139	1.130	1.157	1.162	1.141
1998	1.102	1.065	1.041	1.045	1.044	1.017	1.007	0.985	0.998	1.017	0.997	0.945
1999	0.940	0.934	0.964	1.043	1.036	1.028	1.082	1.132	1.181	1.190	1.218	1.257
2000	1.321	1.394	1.426	1.369	1.369	1.368	1.390	1.428	1.586	1.580	1.574	1.496
2001	1.457	1.441	1.339	1.358	1.420	1.433	1.345	1.331	1.414	1.284	1.199	1.123
2002	1.121	1.122	1.200	1.273	1.272	1.247	1.262	1.290	1.369	1.430	1.363	1.377
2003	1.459	1.621	1.637	1.443	1.375	1.367	1.383	1.435	1.407	1.428	1.431	1.442
2004	1.516	1.530	1.568	1.616	1.654	1.634	1.669	1.780	1.871	2.073	2.080	1.939
2005	1.906	1.958	2.148	2.226	2.150	2.256	2.314	2.421	2.766	3.107	2.553	2.424
2006	2.434	2.445	2.519	2.681	2.815	2.834	2.880	2.952	2.701	2.467	2.470	2.528
2007	2.412	2.417	2.629	2.801	2.745	2.756	2.799	2.803	2.894	2.984	3.313	3.279
2008	3.256	3.341	3.831	4.021	4.367	4.637	4.676	4.251	3.989	3.537	2.818	2.394
2009	2.225	2.138	2.057	2.192	2.201	2.498	2.494	2.588	2.549	2.608	2.738	2.699
2010	2.807	2.746	2.878	3.018	3.025	2.894	2.864	2.914	2.884	2.967	3.055	3.176
2011	3.339	3.531	3.838	3.991	3.979	3.876	3.862	3.823	3.771	3.725	3.860	3.764
2012	3.757	3.878	4.041	4.025	3.885							

-- No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 6/11/2012  
Next Release Date: 6/18/2012

#### Referring Pages:

- [Gulf Coast \(PADD 3\) Gasoline and Diesel Retail Prices](#)
- [Retail Prices for Diesel \(On-Highway\) - All Types](#)

**Council Agenda Item**

Budget Account Code:	Meeting Date: June 19, 2012
Budgeted Amount:	Department/ Requestor: Police Department/ Chief Fragoso
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	1) Current Ordinance 594 2) 3/3/2009 Minutes

**AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE CITY CURFEW ORDINANCE.

**SUMMARY**

As required by law, a public hearing is to be held every three (3) years to receive public comments on the need to continue, abolish or modify the curfew ordinance. The last public hearing and review was in 2009. Council made no changes to Ordinance 594 at that time. Since 2009, eleven (11) citations have been issued with a window fine of \$255.

Police Chief Fragoso is recommending no changes to Ordinance 594.

**POSSIBLE ACTION**

**Move not to amend or remove Ordinance 594.**

Inter - Office Use			
Approved by:			
Department Head:	<i>by email to CS</i>	Date:	<i>6/14/2012</i>
City Attorney:		Date:	
City Administrator:	<i>[Signature]</i>	Date:	<i>6-14-12</i>



**ORDINANCE NO: 594**  
*(Juvenile Curfew Ordinance)*

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS ESTABLISHING A CURFEW FOR MINORS, TO PROHIBIT MINORS UNDER SEVENTEEN (17) YEARS OF AGE FROM BEING IN A PUBLIC PLACE BETWEEN THE HOURS OF 11:00 P.M. AND 6:00 A.M.; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker has deliberated the issues regarding the activity and safety of minors under the age of seventeen in the City of Parker between the hours of 11:00 P.M. and 6:00 A.M., and

**WHEREAS**, the Chief of Police has briefed the City Council regarding the effect a curfew might have on the community and on problems this Ordinance is intended to remedy, and

**WHEREAS**, the City Council believes it will provide for the public safety for the City of Parker, its citizens and minors under the age of seventeen (17) to provide for a daily curfew for minors between the hours of 11:00 P.M. and 6:00 A.M., and

**WHEREAS**, Section 370.002 of the Texas Local Government Code requires the City Council, before the third anniversary of the date of adoption of the Juvenile Curfew Ordinance, and every third year thereafter, to review the Ordinance's effects on the community and on problems the Ordinance was intended to remedy, to conduct public hearings on the need to continue the Ordinance, and to abolish, continue, or modify the Ordinance; and

**WHEREAS**, the City Council finds that it will provide for the safety and it is in the best interest, health, safety and welfare of the City to enact the Juvenile Curfew Ordinance;

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

**SECTION 1. DEFINITIONS**

- A) All definitions contained within this Ordinance are for the purpose of this Ordinance only and shall have no impact on any other rule, law or ordinance unless referenced directly within said rule, law or ordinance.

- B) "ADULT" shall mean any person seventeen years of age or older, or who is not defined as in "Minor" in this Ordinance.
- C) "BUSINESS OPERATOR" shall mean any employee, individual, firm, associate, partnership or corporation engaged in or responsible for operating, conducting business or managing any business or establishment.
- D) "CURFEW" or "CURFEW HOURS" shall mean those hours between 11:00 P.M. and 6:00 A.M. inclusive, every day of the week.
- E) "EMERGENCY" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- F) "ESTABLISHMENT" shall mean any privately owned place of business operated for profit to which the public is invited.
- G) "GUARDIAN" shall mean any person or public or private agency to whom legal custody of a child has been given.
- H) "MINOR" shall mean all persons under seventeen years of age whom has not had the disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code or whom is not legally married at the time.
- I) "PARENT" shall mean any natural, adoptive or step parent or any guardian of any minor child.
- J) "PUBLIC PLACE" shall mean any place to which the public or a portion of the public has access, to include, but not be limited to, parks, alleys, streets, roads, highways, lakes, and the common areas of schools, hospitals, apartment complexes, office buildings, stores, businesses and shops.
- K) "REMAIN" means to:
1. linger or stay; or
  2. fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

## **SECTION 2. OFFENSES**

- A) Violation by Minor - It shall be unlawful for any minor to remain, walk, run, stand, drive or ride in or about any public place or Establishment in the City of Parker between the hours of 11:00 P.M. and 6:00 A.M. inclusive.

- B) Violation by Parent or Guardian - It shall be unlawful for any parent or guardian to knowingly permit, or by insufficient control, allow any minor to remain, walk, run, stand, drive or ride in or about any public place or Establishment in the City of Parker between the hours of 11:00 P.M. and 6:00 A.M. inclusive.
- C) Violation by Owner or Operator of Establishment - It shall be unlawful for any business operator to allow any minor to remain upon the premises of any establishment during curfew hours.

### **SECTION 3. PENALTY CLAUSE; CUSTODY PROVISIONS; JURISDICTION**

- A) Any person, firm or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances, as amended hereby, shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Parker, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.
- B) Each minor upon the premises of any establishment constitutes a separate violation under Section 2(C) of this Ordinance and shall result in a separate fine.
- C) Any child taken into custody for a violation of this Ordinance shall be held in accordance with Article 45.059, Texas Code of Criminal Procedure.
- D) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Subsection (b)(1) of this section and shall refer the minor to juvenile court.

### **SECTION 4. AFFIRMATIVE DEFENSES**

It is an affirmative defense to prosecution under Section 2(A) and 2(B) of this Ordinance that:

- A) The minor was accompanied by his/her parent or legal guardian.
- B) The minor was accompanied by an adult approved by the minor's parent.
- C) The minor was attending, going to or returning from, without stop or detour and using the most direct route, any school, religious or other activity supervised by adults and sanctioned by a government, civic or church entity that takes responsibility for the minor.
- D) The minor was out as a result of an emergency.

- E) The minor was engaged in lawful employment activity or going to or returning from, without stop or detour and using the most direct route any lawful employment.
- F) The minor was married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

It is an affirmative defense to prosecution under Section 2(C) of this Ordinance that:

- A) The business operator notified the police department that the minor was present during curfew hours and refused to leave.
- B) The business operator was unaware of the presence of the minor and assisted the police in identifying the minors.
- C) The minor is an employee of the establishment, is actually engaged in duties related to that employment and is receiving payment for the activity.

## **SECTION 5. ENFORCEMENT**

Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in Section 4 is present.

## **SECTION 6. REPEALER**

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

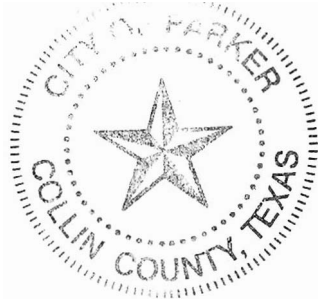
## **SECTION 7. SEVERABILITY**

It is hereby declared by the City Council of the City of Parker that if any of the sections, paragraphs, sentences, clauses or phrases of this Ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not effect any remaining the sections, paragraphs, sentences, clauses or phrases of this Ordinance.

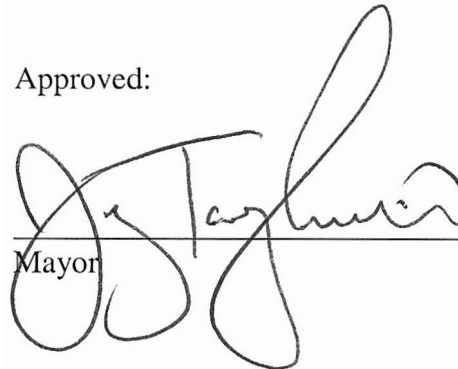
## **SECTION 8. EFFECTIVE DATE**

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


**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS ON THIS 25th DAY OF APRIL, 2006.**




Approved:

  
Mayor

Attest:

  
Carrie L. Smith, City Secretary

Approved as to form:

  
James Shepherd, City Attorney

Correction to the spelling of Mr. Piziali's name and motion on item 10, vote was 3-2 with Councilmember's Marshall and Levine in opposition.

MOTION: Mayor Pro-tem Threadgill motioned to approve the minutes as amended. Councilmember Sumrow seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voting for. Motion carried 5-0.

2. PUBLIC HEARING, DELIBERATION, AND APPROPRIATE ACTION REGARDING ORDINANCE NUMBER 594, ENTITLED: AN ORDINANCE OF THE CITY OF PARKER, TEXAS ESTABLISHING A CURFEW FOR MINORS, TO PROHIBIT MINORS UNDER SEVENTEEN (17) YEARS OF AGE FROM BEING IN A PUBLIC PLACE BETWEEN THE HOURS OF 11:00 P.M. AND 6:00 A.M.; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE., TO RECEIVE PUBLIC INPUT AND DETERMINE THE NEED TO ABOLISH, CONTINUE, OR MODIFY THE JUVENILE CURFEW ORDINANCE.

City Attorney Shepherd noted State Law requires the Council to review the Curfew Ordinance every 3 years. The Council may amend, revoke or not amend the ordinance.

Chief Fragoso and Sergeant Price had to leave on an emergency call. City Administrator Daniel noted that Chief Fragoso did not propose any changes.

Mayor Cordina opened the public hearing at 7:23 p.m.

No comments were made.

Mayor Cordina recessed the public hearing at 7:25 p.m. to a later time in the meeting to allow Chief Fragoso to return from a call and answer any questions.

Mayor Cordina reopened the public hearing at 8:15 p.m.

No comments.

Mayor Cordina closed the public hearing at 8:17 p.m.

Chief Fragoso stated there has not been any problems with the current Ordinance and did not recommend any changes.

Councilmember Marshall asked Chief Fragoso if there were problems with juveniles attending events at Southfork Ranch. Chief Fragoso said the department is aware of events at Southfork and take them into consideration.

MOTION: Councilmember Marshall motioned not to amend or removed Ordinance 594. Councilmember Eleanor seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voting for. Motion carried 5-0.



## Council Agenda Item

Budget Account Code:	Meeting Date: June 19, 2012
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/12/2012
Exhibits:	

### AGENDA SUBJECT

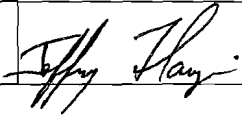
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELLING THE JULY 3, 2012 REGULARLY SCHEDULED COUNCIL MEETING.

### SUMMARY

Mayor Pro Tem Levine and councilmember Sumrow will not be able to attend a meeting on July 3. Mayor Marshall is requesting Council take formal action to cancel the July 3, 2012 regular Council Meeting.

### POSSIBLE ACTION

**Move to cancel the regularly scheduled meeting for July 3, 2012.**

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-14-12