



MINUTES
CITY COUNCIL MEETING
MARCH 19, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettie called the meeting to order at 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht (arrived at 6:05 p.m.), Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (arrived at 7:17 p.m.), City Attorney Amy J. Stanphill, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E., Fire Chief Mike Sheff, and Police Sergeant Courtnye Dixon

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.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettie recessed the regular meeting to Executive Session at 6:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettie reconvened the meeting at 7:19 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: City Engineer John Birkhoff led the pledge.

TEXAS PLEDGE: Police Sergeant Courtnye Dixon led the pledge.

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

Muhammad Memon, 4101 Rolling Knolls, said he owned the property (lot) at 4101 Rolling Knolls, which is in the fully developed Springhill Estates Subdivision, and he and his wife would like to build. Due to the moratorium, he has been unable to pull a building permit to proceed and he asked what if anything he could do.

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

1. **EASTER EGG HUNT:** Mayor Pettle noted this event did not come together, so it is canceled.

TOWN HALL – WEDNESDAY, APRIL 3, 2024, 6:30 PM

LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION - THURSDAY, APRIL 4, 2024

SOLAR ECLIPSE WATCH PARTY - MONDAY, APRIL 8, 2024, 12:30 PM - 3:00 PM

CANDIDATES NIGHT - THURSDAY, APRIL 11, 2024, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

CITY COUNCIL (CC) – TUESDAY, APRIL 16, 2024, 7 PM – CANCELED – RESCHEDULED SPECIAL CITY COUNCIL MEETING – TUESDAY, APRIL 23, 2024, 6 PM

GREAT AMERICAN CLEANUP - SATURDAY, APRIL 20, 2024. 9 AM -

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

MAY 4, 2024 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
April 21 No Voting (21 de abril) (Sin votar)	April 22 Early Voting (22 de abril) (Votación adelantada) 8 am – 5 pm	April 23 Early Voting (23 de abril) (Votación adelantada) 8 am – 5 pm	April 24 Early Voting (24 de abril) (Votación adelantada) 8 am – 5 pm	April 25 Early Voting (25 de abril) (Votación adelantada) 8 am – 5 pm	April 26 Early Voting (26 de abril) (Votación adelantada) 8 am – 5 pm	April 27 Early Voting (27 de abril) (Votación adelantada) 8 am – 5 pm
April 28 No Voting (28 de abril) (Sin votar)	April 29 Early Voting (29 de abril) (Votación adelantada) 7am - 7pm	April 30 Early Voting (30 de abril) (Votación adelantada) 7am - 7pm	May 1 No Voting (1 de mayo) (Sin votar)	May 2 No Voting (2 de mayo) (Sin votar)	May 3 No Voting (3 de mayo) (Sin votar)	May 4 Election Day (4 de mayo) (Día de elección) 7am - 7pm Election Day

CITY COUNCIL (CC) – TUESDAY, MAY 7, 2024, 7 PM – CANCELED – RESCHEDULED SPECIAL CITY COUNCIL MEETING – TUESDAY, MAY 14, 2024, 7 PM - CANVASSING

CONCERT IN THE PARK - SATURDAY: MAY 11, 2024, TBD

CITY COUNCIL (CC) – TUESDAY, OCTOBER 1, 2024, 7 PM – CANCELED – NATIONAL NIGHT OUT (NNO)

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 5 2024, 7 PM – CANCELED – DUE TO NOVEMBER 5, 2024 GENERAL ELECTION VOTING

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

2. APPROVAL OF MEETING MINUTES FOR FEBRUARY 20, 2024. [REGULAR MEETING].
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-783, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

Councilmember Noe requested item #2, the February 20, 2024 regular meeting minutes, be removed from the consent agenda for further discussion.

MOTION: Councilmember Lynch moved to approve Resolution No. 2024-783, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation as presented. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

2. APPROVAL OF MEETING MINUTES FOR FEBRUARY 20, 2024. [REGULAR MEETING].

MOTION: Mayor Pro Tem Reed moved to approve the February 20, 2024 regular meeting minutes, as amended. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0. [**See Exhibit 1 – February 20, 2024 regular meeting minutes with related SWAGIT transcript, dated March 19, 2024.**],

4. TEMPORARY MORATORIUM EXTENSION:

PUBLIC HEARING REGARDING EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 866 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 854, 846, 844, 839, 833, 824, 815 & 812 ON THE

ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE
SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION
WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF
THE CITY OF PARKER.

Mayor Pettle opened a public hearing regarding the extension of the temporary moratorium at 7:32 p.m.

City Engineer John W. Birkhoff, P.E., of Birkhoff, Hendricks & Carter, LLP, greeted the Mayor and Council and reviewed the City of Parker's current water supply and demand. With reference to his "Water Projections" letter included in tonight's Council packet, dated February 26, 2024, to City Administrator Luke Olson, Mr. Birkhoff indicated "The water system is now experiencing winter demand that is well below the peak demand that occurred in the summer of 2023. Springtime demands are approaching and historically the demands increase from winter demands to the peak summer demands. We completed a demand study from records received for August 2023. We reviewed the hourly records on the day of maximum usage and have tabulated those hourly results. Based on the number of September 2023 connections of 2,108 and a per unit density of 2.79 persons per unit calculates a population of 5,882. For August 18th, the maximum daily demand was 4,242,888 gallons which equates to a per capita demand of 721 gallons per capita. The maximum hourly demand occurred at 6 AM at a rate of 1,236 gallons per capita. Since the August analysis of water usage, 12 additional homes have been brought online.

To meet the demand placed on the system all pumps at the Eastside Pump Station were in use. The design of a pump station to conform to the TCEQ requirements has the largest pump out at any given time as it is the backup pump in the event any of the three remaining pumps fail. *The City completed a site visit, pump testing and electrical review of the station on November 28, 2023. The findings of that evaluation along with recommendations was published to the City on December 27, 2023.*

The pump station was operating satisfactorily with the pumps meeting the design flows of the manufacturers pump curves. Nine items were outlined in the evaluation memo to provide reliability and back up in the event of a failure of the station without a large backup pump being available. A copy of that evaluation is attached.

We recommend no additional lots be approved for development until a contract with NTMWD is executed to supply water to the Central Pump Station. In addition, we recommend the city consider more rigid water management requirements in an attempt to eliminate the need to routinely run the backup pump to meet water demands, along with implementing the nine items in the evaluation report for increased reliability at the Eastside Pump Station." [See the 2024 0319 Regular City Council packet for November 28, 2023, site visit, pump testing and electrical review mentioned above.]

City Administrator Olson said the City is doing routine maintenance on the pumps and did the annual inspection of pumps in December, as noted in City Engineer Birkhoff's December letter, provided in tonight's packet.

Mayor Pettle asked if anyone in the audience had comments.

No one came forward.

Mayor Pettie declared the public hearing closed at 7:46 p.m.

Ordinance No. 866 caption was read, as follows:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 866 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 854, 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

MOTION: Councilmember Noe moved to approve Ordinance No. 866 extending the temporary moratorium enacted by Ordinance No.'s 854, 846, 844, 839, 833, 824, 815 and 812 on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker, noting the moratorium could be ended by City Council after thorough review of circumstances. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

5. CONSIDERATION AND ANY APPROPRIATION ACTION ON RESOLUTION NO. 2024-784 AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF FORNEY AND THE CITY OF PARKER.

MOTION: Councilmember Kercho moved to approve Resolution No. 2024-784 authorizing execution of an Interlocal Cooperative Purchasing Agreement between the City of Forney and the City of Parker. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

6. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-779 AUTHORIZING AWARD OF CONTRACT AND EXECUTION OF NECESSARY AND RELATED DOCUMENTS WITH ANDERSON ASPHALT & CONCRETE PAVING, LLC TO PERFORM STREET MAINTENANCE WORK CONSISTENT WITH ITS COMPETITIVELY PROCURED CITY OF FORNEY PROPOSAL PRICING AVAILABLE TO THE CITY OF PARKER UNDER THE MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF FORNEY AND THE CITY OF PARKER [POSTPONED 2024 0206]

MOTION: Councilmember Lynch moved to approve Resolution No. 2024-779 authorizing award of contract and execution of necessary and related documents with Anderson Asphalt & Concrete Paving, LLC to perform street maintenance work consistent with its competitively procured City of Forney proposal pricing available to the City of Parker under the Master Interlocal Cooperative Purchasing Agreement between the City of Forney and the City of Parker [POSTPONED 2024 0206] as adjusted/amended. Councilmember Fecht seconded with Councilmembers Fecht,

Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0. [**See Exhibit 2 – Adjusted/Amended Resolution No. 2024-779 (Street Maintenance Award), dated March 19, 2024.**]

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-785 AUTHORIZING EXECUTION OF A STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES WITH THE CITY'S ENGINEER, BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD, AND AUTHORIZING EXECUTION OF ANY NECESSARY AND RELATED DOCUMENTS.

MOTION: Councilmember Noe moved to postpone Resolution No. 2024-785 authorizing execution of a standard agreement for engineering related professional services with the City's Engineer, Birkhoff, Hendricks & Carter, LLP, related to the water line relocation and improvements on Dublin Road, and authorizing execution of any necessary and related documents to next City Council meeting (April 2, 2024). Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

MOTION: Councilmember Noe retracted/restated her motion for postponement of Resolution No. 2024-785 to postpone Resolution No. 2024-785 authorizing execution of a standard agreement for engineering related professional services with the City's Engineer, Birkhoff, Hendricks & Carter, LLP, related to the water line relocation and improvements on Dublin Road, and authorizing execution of any necessary and related documents until after the Capital Improvement Plan (CIP) is presented on an agenda. Councilmember Fecht agreed with Councilmember Noe's retraction/restatement and seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Reed voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

8. UPDATE(S):

FM2551

City Administrator Olson said Texas Department of Transportation (TxDot) is installing box culverts along Parker Road (Maxwell Creek).

WEBSITE

Councilmember Lynch said the project is moving forward.

COMP PLAN

Councilmember Kercho said the Committee is making good progress and the next meeting is on Friday, March 22, 2024, at 2:30 PM.

POLICE VEHICLES

City Administrator Olson said the F150 should be here by the end of the month, the Expedition is in Pennsylvania to be transported here by the end of June, and there is a third vehicle, but he could not update the vehicle status off the top of his head.

REPORT RFQ ENGINEERING RESPONSES

City Administrator Olson said there have been inquiries, the City has received one bid and the bid is open until, March 28, 2024 prior to 4:30 PM CST, as stated on the RFQ, <https://www.parkertexas.us/DocumentCenter/View/3766/REQUEST-FOR-QUALIFICATIONS-FINAL-POSTED2>.

ANY ADDITIONAL UPDATES

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

City Attorney Stanphill said "I just wanted to reiterate for the City of Parker concerning our ongoing confidential settlement negotiations on the MUD. Despite what may have been heard in other venues, there is no agreement, and we do maintain our confidentiality and continue with the settlement negotiations."

CAPITAL IMPROVEMENT PLAN (CIP)

Councilmember Noe said today's 4:30 PM meeting was adjourned due to the lack of a super quorum, at 4:31 PM. The next meeting is set for Tuesday, March 26, 2024, at 4:00 PM.

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

[February 2024 - Building Permit/Code Report](#)

[February 2024 – Court Report](#)

[February 2024 – Finance \(monthly financials\) Report](#)

[Fire 4th Qtr. Report 2023](#)

[Nov-Dec 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[February 2024– Republic Services Inc., dba Allied Waste Services of Plano](#)

DONATION(S)

9. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500).

Greg and Julie Regh donated cookies valued at \$15 to the Police Department.

Laura Hernandez donated Snacks/Chips valued at \$100 to the Police Department.

Mayor Pettie, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

FUTURE AGENDA ITEMS

10. FUTURE AGENDA ITEMS

Mayor Pettie asked if there were any items to be added to the future agenda and noted tonight's:

Item #7 – Resolution No. 2024-785 (*Dublin Rd Water Line Project Professional Engineering Services Agreement*) authorizing execution of a standard agreement for engineering related professional services with the City's Engineer, Birkhoff, Hendricks & Carter, LLP, related to the water line relocation and improvements on Dublin Road, and authorizing execution of any necessary and related documents was postponed until after the Capital Improvement Plan (CIP) has been presented on an agenda.

Hearing no additional requests, Mayor Pettie encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, April 2, 2024.

ADJOURN

Mayor Lee Pettie adjourned the meeting at 8:50 p.m.



ATTESTED:


Patti Scott Grey, City Secretary

APPROVED:


Mayor Lee Pettie

Approved on the 2nd day
of April, 2024.



**MINUTES
CITY COUNCIL MEETING
FEBRUARY 20, 2024**

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Councilmembers Todd Fecht (arrived at 6:03 p.m.), Randy Kercho, Terry Lynch, and Amanda Noe were present. Mayor Pro Tem Jim Reed was absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (arrived at 6:15 p.m.), City Attorney Amy J. Stanphill, Public Works Director Gary Machado, Fire Chief Mike Sheff (arrived at 6:02 p.m.), Police Chief Kenneth Price (arrived at 7:13 p.m.), and Police Sergeant Courtney Dixon (arrived at 6:56 p.m.)

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.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:01 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 6:53 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Lynnette Ammar led the pledge.

TEXAS PLEDGE: Fire Chief Mike Sheff led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

MARCH 5, 2024 PRIMARY ELECTION – PARKER CITY HALL

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
February 18 No Voting (18 de febrero) (Sin votar)	February 19 No Voting Holiday (18 de febrero) (Sin votar) (Día festivo)	February 20 Early Voting (20 de febrero) (Votación adelantada) 8 am – 5 pm	February 21 Early Voting (21 de febrero) (Votación adelantada) 8 am – 5 pm	February 22 Early Voting (22 de febrero) (Votación adelantada) 8 am – 5 pm	February 23 Early Voting (23 de febrero) (Votación adelantada) 8 am – 5 pm	February 24 Early Voting (24 de febrero) (Votación adelantada) 7 am – 7 pm
February 25 Early Voting (25 de febrero) (Votación adelantada) 11 am – 5 pm	February 26 Early Voting (26 de febrero) (Votación adelantada) 7am - 7pm	February 27 Early Voting (27 de febrero) (Votación adelantada) 7am - 7pm	February 28 Early Voting (28 de febrero) (Votación adelantada) 7am - 7pm	February 29 Early Voting (29 de febrero) (Votación adelantada) 7am - 7pm	March 1 Early Voting (1 de marzo) (Votación adelantada) 7am - 7pm	March 2 No Voting (2 de marzo) (Sin votar)

March 5, 2024 Democratic & Republican Primary Elections – Election Day – 7 am - 7 pm*

(Elecciones primarias demócratas y republicanas del 5 de marzo de 2024 – Lugares el día de las elecciones - 7 am – 7pm*)

THURSDAY, APRIL 4, 2024 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

MAY 4, 2024 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
April 21 No Voting (21 de abril) (Sin votar)	April 22 Early Voting (22 de abril) (Votación adelantada) 8 am – 5 pm	April 23 Early Voting (23 de abril) (Votación adelantada) 8 am – 5 pm	April 24 Early Voting (24 de abril) (Votación adelantada) 8 am – 5 pm	April 25 Early Voting (25 de abril) (Votación adelantada) 8 am – 5 pm	April 26 Early Voting (26 de abril) (Votación adelantada) 8 am – 5 pm	April 27 Early Voting (27 de abril) (Votación adelantada) 8 am – 5 pm

April 28 No Voting (28 de abril) (Sin votar)	April 29 Early Voting (29 de abril) (Votación adelantada) 7am - 7pm	April 30 Early Voting (30 de abril) (Votación adelantada) 7am - 7pm	May 1 No Voting (1 de mayo) (Sin votar)	May 2 No Voting (2 de mayo) (Sin votar)	May 3 No Voting (3 de mayo) (Sin votar)	May 4 Election Day (4 de mayo) (Día de elección) 7am - 7pm Election Day
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CONSENT AGENDA Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR FEBRUARY 6, 2024. [REGULAR MEETING]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-780 AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-781 AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PARKER AND THE TOWN OF FAIRVIEW, TEXAS FOR TEMPORARY USE OF FIRE APPARATUS (LOANING AND BORROWING OF FIRE APPARATUS).

Councilmember Kercho requested item #3, Resolution No. 2024-781 authorizing an Interlocal Cooperation Agreement (ILA) between the City of Parker and the Town of Fairview, Texas for temporary use of fire apparatus (loaning and borrowing of fire apparatus), be removed from the consent agenda for further discussion.

MOTION: Councilmember Lynch moved to approve consent agenda items 1 and 2 as presented. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, Noe voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-781 AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PARKER AND THE TOWN OF FAIRVIEW, TEXAS FOR TEMPORARY USE OF FIRE APPARATUS (LOANING AND BORROWING OF FIRE APPARATUS).

MOTION: Councilmember Lynch moved to approve Resolution No. 2024-781 authorizing an Interlocal Cooperation Agreement (ILA) between the City of Parker and the Town of Fairview, Texas for temporary use of fire apparatus (loaning and borrowing of fire apparatus). Councilmember Noe seconded with

Councilmembers Fecht, Lynch, and Noe voting for the motion and Councilmember Kercho voting against the motion. Motion carried 3-1.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE ANNUAL AUDIT REPORT.

Finance/Human Resources Director Grant Savage introduced Sophia Packard, Audit Manager, with Vail & Park, PC. Ms. Packard reviewed the Audit Presentation PowerPoint for the year ending September 30, 2023, dated February 20, 2024, in tonight's City Council packet. The City of Parker, Texas received a clean, unmodified opinion, which is the highest level of assurance.

Mayor Pettie, on behalf of herself, and City Council, thanked City Administrator Olson, Finance/Human Resources Director Savage, City Staff, and the Auditors for an excellent job.

MOTION: Councilmember Lynch moved to accept/approve the Annual Financial Report 2023 For Fiscal Year Ended September 30, 2023, as presented. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 865 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2023-2024 OPERATING BUDGET. [2 new employees]

MOTION: Councilmember Kercho moved to approve Ordinance No. 865 authorizing expenditures and approving amendment(s) to the FY 2023-2024 Operating Budget. [2 new employees]. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-782 AUTHORIZING THE PURCHASE AND/OR SERVICE OF TASERS, IN-CAR AND BODY WORN CAMERAS, AND RELATED PARTS AND ACCESSORIES FROM AXON ENTERPRISE, INC., UNDER ITS SOURCEWELL COOPERATIVE PURCHASING PRICING, AND THE EXECUTION OF NECESSARY DOCUMENTS.

MOTION: Councilmember Kercho moved to approve Resolution No. 2024-782 authorizing the purchase and/or service of tasers, in-car and body worn cameras, and related parts and accessories from Axon Enterprise, Inc., under its Sourcewell Cooperative Purchasing Pricing, and the execution of necessary documents. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe, voting for the motion. Motion carried 4-0.

ROUTINE ITEMS

7. UPDATE(S):

FM2551

City Administrator Olson and Public Works Director Machado said work has been delayed due to wet weather conditions.

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

POLICE VEHICLES

City Administrator Olson said the City should receive the police F150 next week.

WEBSITE

Councilmember Lynch said the Website Development Committee met Monday, February 12, 2024, 2:00 PM, and discussed the City's website formatting and content. Mayor Pettie requested residents email City Administrator Olson at lolson@parkertexas.us any suggestions on what they would like to see on the City's website. City Administrator Olson asked residents to send images/pictures for the website, noting it is best if the images do not include people for legal "permission" reasons.

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

Councilmember Kercho said the Comprehensive Plan Committee consisting of himself, Cindy Meyer, and two Planning and Zoning (P & Z) Commissioners met Thursday, February 15, 2024, 1:00 PM. The committee has a draft and is currently comparing similar sized city information.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

City Attorney Stanphill said the SOAH Judge has remanded the MUD application back for re-notice.

ANY ADDITIONAL UPDATES

None

MONTHLY/QUARTERLY REPORT(S)

City Council accepted the reports hyperlinked below:

[January 2024 - Building Permit/Code Report](#)

[January 2024 – Court Report](#)

[January 2024 – Finance \(monthly financials\) Report](#)

[January 2024 – Police Report](#)

[January 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#) (Note: The November/December 2023 Republic Report have not been received.)

DONATION(S)

8. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500).

Maria Orozco donated candy valued at \$10 to the Police Department.

Priti and Mohit Mohindru donated Taco Cabana Lunch valued at \$40 to the Police Department.

The Leamys donated a tray of cookies for City Staff valued at \$19.98.

The Leamys donated a tray of cookies valued at \$20 to the Police Department.

Mayor Pettie, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

FUTURE AGENDA ITEMS

9. FUTURE AGENDA ITEMS

Mayor Pettie asked if there were any items to be added to the future agenda and noted the following items are or will be on future agendas:

- CIP [Capital Improvement Plan];
- Texas State Library and Archives Schedules;
- Personnel Manual
- Engineering Services Update;
- Street Maintenance [for Dublin, Lewis and Curtis is expected to be on the March 5, 2024 City Council agenda]
- Engineering information on relocating the Dublin Road waterline;

Councilmember Noe asked that “those two items” and the addition of a stop sign update [Creekside, Edgewater, Dublin Road] be added to a future agenda.

Hearing no additional requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, March 5, 2024.

ADJOURN

Mayor Lee Pettie adjourned the meeting at 8:22 p.m.

APPROVED:



Mayor Lee Pettie

ATTESTED:

Approved on the 19th day
of March, 2024.

Patti Scott Grey, City Secretary

MEETING WOULD BE SCHEDULED, SO WE'VE HAD NO NOTICE THAT THOSE ARE READY TO GO.

[OVERLAPPING]

[01:25:02]

>> THEY ARE READY TO GO.

>> THEY ARE?

>> YES.

>> OKAY. THEN A MEETING NEEDS TO BE SCHEDULED.

ANYTHING ELSE? I WOULD LIKE TO TALK ABOUT THE MONTHLY REPORTS JUST FOR A MINUTE.

EITHER ON MARCH 5TH OR MARCH 19TH. I THINK ARE OUR NEXT TWO DATES. WE WILL BE DISCUSSING THE DEPARTMENTAL REPORTS AND REFRESHING THEM.

IT WOULD BE HELPFUL IF EVERYBODY HAS LOOKED AT THEM, IDENTIFIED WHAT THEY NEED, DON'T NEED, WHAT NEEDS TO BE REFRESHED, SO WE DON'T GO ON THIS ISSUE AND EVERYBODY'S LIKE.

HAVE AN IDEA. NEXT IS ACCEPTING OF DONATIONS FOR THE FIRE POLICE AND CITY STAFF.

[8. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)]

FOR THE RECORD. FIRST IS MARIA ORZAKO WHO DONATED CANDY VALUED AT \$10 TO THE PARKER POLICE DEPARTMENT.

PRITI AND MOHIT MOHINDRU DONATED TACO CABANA LUNCHEON VALUED AT \$40 TO THE POLICE DEPARTMENT.

THE LIMIS DONATED A TRAY OF COOKIES FOR CITY STAFF VALUED AT \$19.98 THE LIMIS ALSO DONATED A TRAY OF COOKIES VALUED AT \$20 TO THE POLICE DEPARTMENT.

WE THANK THESE DONORS.

WE ARE VERY GRATEFUL FOR THEIR DONATIONS AND TRULY DO APPRECIATE THEM.

NEXT, I'LL ASK YOU.

[9. FUTURE AGENDA ITEMS]

ARE THERE ANY FUTURE AGENDA ITEMS? I DID GET THE CIP. GO.

>> FROM OUR LAST PARTICULAR MEETING, WE TALKED ABOUT NEEDING TO ADOPT THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION SCHEDULES. AND I ASSUME THERE'S NOT SINCE WE'RE

ALREADY FOLLOWING THAT, APPARENTLY THERE'S REALLY NOTHING TO BE DONE OTHER THAN ADOPTING IT.

THAT WOULD BE A GOOD FUTURE ITEM TO GET [INAUDIBLE].
[OVERLAPPING]

* >> IT'S ON THE FUTURE AGENDA.

>> ALSO WE WERE GOING TO NOTE, WE TALKED ABOUT A COUNCIL WORKSHOP IN REGARDS TO THE PERSONNEL MANUAL.

* IT'S OUT THERE SOME PLACE AS WELL?

>> DIDN'T HURT TO REMIND ME.

[LAUGHTER] I COULD HAVE MISSED ONE. WE HAVE THAT.

>> MADAM MAYOR, I WOULD LIKE TO REQUEST IF YOU CAN.

>> GO AHEAD.

>> THE ONLY OTHER THING I HAD WAS THE ENGINEERING SERVICES, JUST TO GET UPDATE AS TO WHERE WE ARE IN THE EARTH CARE.

>> WE'VE GOT THAT ALSO.

I'M SORRY IT DIDN'T MAKE TONIGHT'S AGENDA IS THE STREET MAINTENANCE.

THE PAPERWORK JUST DID NOT GET DONE.

WE HAVE HAD GLITCHES THAT HAVE PREVENTED US LEGALLY FROM GOING FORWARD.

WE'RE HOPEFUL THAT IT WILL BE ON THE MARCH 5TH AGENDA AS WELL AS SOME INFORMATION ON ENGINEERING ON RELOCATING OF THE WATER LINE ON DUBLIN ROAD.

WE'RE HOPING THAT MR. BURKOFF WILL HAVE THAT INFORMATION BACK FOR US.

>> MADAM MAYOR, I WAS GOING TO ASK FOR THOSE TWO ITEMS. THEN IN ADDITION, I WOULD LIKE TO GET AN UPDATE REGARDING STOP SIGNS AT CREEKSIDE AND EDGEWATER.

>> CREEKSIDE AND EDGEWATER?

>> YES. STOP SIGNS ON DUBLIN ROAD AT BOTH OF THOSE INTERSECTIONS THAT'S BEEN DISCUSSED IN THE PREVIOUS MEETING.

I'D LIKE TO GET AN UPDATE ON THOSE TWO STOP SIGNS, AND I WOULD ALSO LIKE TO GET AN UPDATE ON STOP SIGNS AT DUBLIN ROAD AND CHAPARRAL.

Springhill
[BACKGROUND] CREEKSIDE ESTATES AND CHAPARRAL.

>> THAT'S NOT OUR INTERSECTION.

>> THAT'S NOT OUR INTERSECTION.

THAT IS THE CITY OF DOVE? *Parker*

>> YES.

>> WE'LL TALK ABOUT THAT.

THE OTHER STOP SIGNS FOR EDGEWATER AND CREEKSIDE
IS THAT RIGHT? I DON'T WRITE QUITE AS FAST AS YOU TALK. HOLD ON.

ANYTHING ELSE? ANYBODY HAVE ANYTHING ELSE AT ALL? IF
NOT, WE ARE ADJOURNED.

IT IS 8:22.

* This transcript was compiled from uncorrected Closed Captioning.

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CITY OF PARKER**RESOLUTION NO. 2024-784***(Master Interlocal Cooperative Purchasing Agreement)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF FORNEY AND THE CITY OF PARKER; PROVIDING REPLEAER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), and Chapter 271.102 of the Texas Local Government Code (the Public Property Finance Act) promote the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state to perform governmental functions or services associated with the operation of government such as purchasing of necessary equipment, supplies, and services; and

WHEREAS, The City of Parker and the City of Forney desire to enter into the Master Interlocal Cooperative Purchasing Agreement ("Agreement") attached hereto as Exhibit A, for competitively procured purchasing of necessary equipment, supplies, and services.

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

SECTION 1. The recitals contained in the preamble of this Resolution are incorporated into the body of this Resolution as if set out fully herein.

SECTION 2. The terms and conditions of the Agreement set forth in Exhibit A are approved.

SECTION 3. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19TH DAY OF MARCH 2024.



PARKER:


Lee Pettie, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:



Amy J. Stanphill, City Attorney

EXHIBIT A

MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF FORNEY
AND CITY OF PARKER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Forney (the “City”) and City of Parker (“Entity”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City and Entity represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Entity are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Entity agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment, therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Entity warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Entity, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City and Entity agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Forney:

City of Forney
Attn: City Manager
101 E. Main Street
Forney, TX 75126
Phone: (972) 552-6620
cdaniels@forneytx.gov

City of Parker:

City of Parker Mayor
Attn: City Administrator
City of Parker
5700 E. Parker Rd.
Parker, TX 75002
Phone: (972) 442-6811
Fax: (972) 442-2894
lolson@parkertexas.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have

waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF FORNEY

BY: _____
Charles W. Daniels, City Manager

DATE: _____

ATTEST: _____

"Print Name and Title"

DATE: _____

APPROVED TO FORM

BY: _____
Jon Thatcher, City Attorney

CITY OF PARKER

BY: Lee Pettle
Lee Pettle, Mayor

DATE: 3-19-24

ATTEST: Patti Scott Grey
Patti Scott Grey, City
Asst. City Admin / Secretary

"Print Name and Title"

DATE: 3/20/2024

BY: Amy Stanphill
Amy Stanphill, City Attorney

**CITY OF FORNEY, TEXAS
RESOLUTION NO. 24-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS
APPROVING A MASTER INTERLOCAL COOPERATIVE PURCHASING
AGREEMENT BY AND BETWEEN THE CITY OF FORNEY, TEXAS AND THE
CITY OF PARKER, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1. The proposed Master Interlocal Cooperative Purchasing Agreement by and between the City of Forney, Texas and the City of Parker, Texas is hereby approved, and the City Manager is authorized to execute all necessary documents to comply with this Resolution.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Forney, Texas, this the 19th day of March, 2024.


Jason Roberson, Mayor

ATTEST:


Rosa Rios, City Secretary

APPROVED AS TO FORM:


Jon Thatcher, City Attorney



Exhibit A

**Master Interlocal Cooperative Purchasing Agreement
With the City of Parker**

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF FORNEY
AND CITY OF PARKER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Forney (the "City") and City of Parker ("Entity") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City and Entity represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Entity are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Entity agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment, therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Entity warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Entity, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City and Entity agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Forney:

City of Forney
Attn: City Manager
101 E. Main Street
Forney, TX 75126
Phone: (972) 552-6620
cdaniels@forneytx.gov

City of Parker:

City of Parker Mayor
Attn: City Administrator
City of Parker
5700 E. Parker Rd.
Parker, TX 75002
Phone: (972) 442-6811
Fax: (972) 442-2894
lolson@parkertexas.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have

waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF FORNEY

BY: Charles W. Daniels
Charles W. Daniels, City Manager

DATE: March 20, 2024

ATTEST: Rosa Rios

Rosa Rios
"Print Name and Title"

DATE: March 20, 2024

APPROVED TO FORM

BY: Jon Thatcher
Jon Thatcher, City Attorney

CITY OF PARKER

BY: _____
Lee Pettie, Mayor

DATE: _____

ATTEST: _____

"Print Name and Title"

DATE: _____

BY: _____
Amy Stanphill, City Attorney