



AGENDA
CITY COUNCIL MEETING
OCTOBER 16, 2012 @ 6:00 PM

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, October 16, 2012 at 6:00 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 6:00 PM – 7:00 PM

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. Govt. Code 551.071 – “Confidential legal advice regarding City obligations or responsibility for public and private right of ways.”
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

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

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR SEPTEMBER 18, 2012. [Smith]
5. PRESENTATION ON JAPAN-AMERICA SUMMIT. [Marshall]
6. PRESENTATION OF QUARTERLY REPORT BY ALLIED WASTE. [Flanigan]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESEARCHING TREE PROGRAMS ON FM 2551 WITH TXDOT. [Eleanor Evans/Flanigan]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SB 100 CITY GENERAL ELECTIONS. [Levine]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-395 ADOPTING AN OFFICIAL NEWSPAPER. [Smith]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 687 ADOPTING A CITY FEE SCHEDULE. [Boyd].
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON USE OF THE CITY LOGO BY THIRD PARTIES. [Sumrow]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-396, AMENDING RESOLUTION 2012-390 APPOINTING ALTERNATES, OFFICERS, AND COUNCIL LIAISON TO THE PARKS AND RECREATION COMMISSION. [Flanigan]
13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A MORATORIUM ON HIGH GRASS ORDINANCE FOR A PERIOD OF SIX MONTHS. [Planning and Zoning/Flanigan]

ROUTINE ITEMS

14. FUTURE AGENDA ITEMS

15. UPDATES

- a. Update on Planning and Zoning recommendation on gates and fences. [Flanigan]
- b. Update on Living Legacy Tree Program.

c. Department Reports – Animal Control, Police, Building/Code, Fire, Finance, Website

16. 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 October 12, 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.

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: October 16, 2012
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 10/02/2012
Exhibits:	1. Meeting Minutes for September 18

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR SEPTEMBER 18, 2012.

SUMMARY

Please review the attached meeting minutes and email me any changes before the meeting. 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:	Carrie L. Smith	Digitally signed by Carrie L. Smith DN: cn=Carrie L. Smith, o=City of Parker, ou=City Secretary, email=csmith@parker-texas.us, c=US Date: 2012.10.12 14:56:57 -05'00'	Date:
City Attorney:			Date:
City Administrator:	<i>Jeff Hays</i>		Date: 10-12-12

MINUTES
CITY COUNCIL MEETING
SEPTEMBER 18, 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 5:30 p.m. Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor were present.

Staff Present: City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Police Chief Tony Fragosso and Fire Chief Mike Sheff.

EXECUTIVE SESSION 5:30 PM – 7:00 PM

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. Govt. Code 551.074— "Personnel--to deliberate the appointment, employment, evaluation, reassignment, or duties, of a public officer or employee----City Administrator, City Secretary, Finance/HR Manager, Police Chief, Police Officers, Court Administrator, Building Official, Water Department Employees, Administrative Assistant, and Utility Billing Clerk."
 - b. Govt. Code 551.071 – "Confidential legal advice regarding City obligations or responsibility for public and private right of ways."

Mayor Marshall recessed to executive session at 5:30 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the open meeting at 7:15 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Phyllis Houx led the pledge.

TEXAS PLEDGE: Ed Standridge 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.

Parks and Recreation Chairman Joe Sterk requested Council take action on Items 9 and 10 before Item 8 to allow the P&R members present to leave as needed.

Ed Standridge, long-time resident, noted he has moved back to Parker.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR AUGUST 21, 2012.

Mayor Pro Tem Levine requested the Motion for Item 12 on page 7 be modified to read, "City Attorney Shepherd is to investigate the 1115 Waiver and present facts to Mayor and Mayor Pro Tem to take appropriate action."

MOTION: Mayor Pro Tem Levine moved to approve the minutes as modified. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR SEPTEMBER 4, 2012.

Mayor Marshall requested Item 11, first paragraph be amended by adding "and Section 4" in the first sentence.

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

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 684 ADOPTING THE FY 2012-2013 BUDGET.

Mayor Pro Tem Levine confirmed that personnel and salaries were included in the proposed budget numbers.

MOTION: Councilmember Leamy moved to approve Ordinance 684 as presented. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 685 ADOPTING AN AD VALOREM TAX RATE FOR THE YEAR 2012 AT A RATE OF \$0.37708.

MOTION: Councilmember Leamy moved to approve Ordinance 685 as written. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON GENERAL ELECTIONS, TERMS OF OFFICE, AND/OR THE PLACE SYSTEM FOR THE CITY OF PARKER IN COMPLIANCE WITH THE REQUIREMENTS OF SENATE BILL 100.

Mayor Pro Tem Levine gave a brief presentation on options to meet the requirements of Senate Bill 100. (See Exhibit 8A)

Option one, is status quo, would be to continue holding elections each year. Elections held in even numbered years would not be run by Collin County, but by City Staff.

Option two, un-stagger Council terms and hold elections only in odd numbered years to stay coordinated with Collin County. The terms would remain 2-years with a holdover of some council terms.

Option three, Change terms of office to 3 or 4-years. Changing to 3-years does not alleviate the even year issues. The 4-year term would eliminate elections in even numbered years, but would be required for voters to decide.

If staying with annual May elections, we would rent voting machines and City staff would conduct the election in even years. Pros discussed to holding annual elections included; 1) additional Saturday voting can be conducted, 2) no disruption or change in the current election process, and 3) no chance of a complete turnover of council because of single election. Cons discussed; 1) only one early voting location for voters in even numbered years, 2) County would not be conducting our election in even numbered years, and 3) cost of election process in even numbered years. It would be less expensive to change to odd years.

To change to May elections in odd number years would require seat terms to be un-staggered and terms held over until all Councilmembers and the Mayor would be up for election at one time. We would not be required to adopt a place system, but would make sense to do so. The place system does not divide the City up in wards, Council and Mayor would still run at-large.

Council discussed staying with two-year terms of office or changing to four-year terms; having staggered or un-staggered terms which could cause a total turnover in city government at one time; and adopting a place system for candidates who would still run at-large, just for a particular place/seat.

To un-stagger terms would require a resolution providing for the election of all members of the governing body at the same elections. All members of the Council and the Mayor would be elected in May of odd numbered years. There would be a holdover for terms expiring in May 2014 to May 2015. Mayor and all Council places would be up for election in May 2015. Further legal review is required on the procedure for the holdover.

Voter approval is required to change terms to 3 or 4-years. This item could be placed on the May 2013 ballot. Three-year terms do not alleviate holding elections in even numbered years. Four-year terms would not require un-staggered terms or a place system. An additional con to 4-year terms is to fill a vacant council seat a special election must be held, no longer can a member be appointed by Council.

There was discussion on term limits. The voters would have to approve term limits as well.

Council discussion ensued and the consensus was 3-year terms would not alleviate the issue of not to hold elections in even numbered years.

Council tabled this item for further legal review and research on holdovers. The deadline for Council to take action on this issue is December 12, 2012.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKERFEST 2012 BUDGET AND SCHEDULE OF EVENTS. [Flanigan/Houx]

Last year there was not enough food for everyone, so additional food was ordered for this year's event. Additional selections of food are available as well. See Exhibit 9A.

MOTION: Councilmember Leamy moved to approve the plan and budget for Parkerfest and to add \$300.00 from City Administrator contingency for incidentals totaling \$3,800.00. Councilmember Pettie seconded with Councilmember Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 392 ADOPTING A LIVING LEGACY TREE PROGRAM. [Flanigan/Shepherd]

The language in Exhibit A, of Resolution 2012-392, will need to be amended by making the language, dates and times consistent throughout the document. The Parks and Recreation Commission are to revise Exhibit A and return the final document to the City Secretary. The application deadline will be removed from the final document so it may be changed as necessary. Applications will be accepted year round; however, it is necessary for a deadline for the current years planting season so trees can be ordered and planted at one time. The costs of the trees will be reviewed annually and approved with the City fee schedule. The cost is to include the tree, a one-year warranty and plaque.

MOTION: Councilmember Leamy moved to approve Resolution 2012-392 adopting the Living Legacy Tree Program subject to amending the language, dates and times making

them consistent throughout the document and exhibits. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2011-345, A POLICY ON MAYOR AND COUNCIL TRAVEL AND EXPENSES. [Flanigan/Marshall]

MOTION Councilmember Sumrow moved to approve Resolution 2012-393 subject to Section 2 last sentence, "City Councilmembers should provide an estimate of expenses to the city administrator prior to departure." being deleted. Councilmember Pettie seconded with Councilmembers Sumrow, Levine, Pettie and Taylor voting for. Leamy opposed. Motion carried 4-1.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-394 APPROVING A MUTUAL AID AGREEMENT WITH THE CITY OF WYLIE. [Sheff]

Chief Sheff's summary:

"For several years Parker citizens have benefited from automatic aid with Lucas and Fairview fire departments where Parker/Lucas/Fairview all responds on a first alarm to each other's structure fires. Automatic aid supplements Parker's existing mutual aid agreement with all Collin County fire departments by, among other things, "pre-planning" the response to an emergency among nearby fire departments, and by authorizing the automatic dispatch of auto-aid departments by the dispatch center in whose district the fire is reported. Citizens benefit from automatic aid with faster response times by fire suppression crews in numbers sufficient to protect life and minimize damage to property. Automatic aid agreements are designed for structure fires and other major emergency incidents; they are not intended for single patient emergency medical calls nor are they designed for small grass fires or alarm investigations. However, auto aid agreements are drafted to allow dispatchers discretion to "upgrade" any call within their jurisdiction and to dispatch an assigned auto-aid department. No city is obligated to send resources if sending resources will leave them without sufficient coverage for their own citizens.

To avoid confusion, 911 calls by Parker residents (unless dialed on a cell phone) are assigned to the Plano dispatch center, which is the dispatcher for Parker FD.

Parker FD now desires to enter into an automatic aid agreement with Wylie FD similar in concept to what we already have with Lucas and Fairview. Wylie is a 24/7 paid fire department. Expanding Parker's fire suppression platform to include the addition of Wylie FD, and the proximity of Wylie Station 2 on Country Club Rd. to the eastern Parker area, will improve our fire response metrics. In turn, Parker can expect to be assigned to the first alarm on fires that occur in Wylie Station 2's coverage area.

Memorializing automatic aid with Wylie FD will also improve Parker's chance of bettering our ISO rating when we are rated late this year or early next year. An improved ISO rating can lower the cost of property insurance to our residents.

Wylie and Parker already share a common radio system with Plano (but having independent dispatch centers) which will enable communication between our dispatch centers and between individual fire apparatus on patched radio channels. To facilitate control and command of resources, Parker, Wylie, Murphy and Sachse (all departments having automatic aid with Wylie) and (probably) Lucas FD will re-number our fire trucks using our designated numbers under the Metrocrest numbering system (i.e., Parker has been designated numbers 810-819, so our Engine 1 becomes Engine 810 – this avoids having three Engine 1s from three different fire departments on the same fire). It will cost Parker approximately \$2,000 to re-decal our apparatus and change out helmet shields and the like with new unit numbers. This is a reasonable tradeoff for greatly improving fire response for our citizens and the expense can be accommodated under the fire department's FY 2013 budget.

We expect no additional material cost to be incurred as we are already responding into Wylie under standard mutual aid.

For the six months ending June 30, 2012 we sent fire apparatus into Wylie four times at a cost, to Parker, of \$250.00. Wylie sent us help one time. On a proforma basis, had we adopted automatic aid with Wylie as of January 1st, Parker would have sent help into Wylie approximately eight times and Wylie would have sent us help four times. These numbers are not sufficiently large enough to cause a material jump in operating costs regarding fuel and depreciation of apparatus and equipment."

Council discussion ensued. The proposed agreement is substantially different than the current mutual aid agreement with Lucas and Fairview.

MOTION: Councilmember Sumrow moved to approve Resolution 2012-394 subject to legal review and approval. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

ROUTINE ITEMS

13. FUTURE AGENDA ITEMS

October 16 – SB100 [Levine]
October 16 – Parks and Recreation appointment of alternates and officers.
[Flanigan]
October 16 – Use of City Logo by a third party. [Sumrow]
October 16 – Ordinance 481 [Sumrow]
Future Item – Builder and developer signs [Leamy]

14. UPDATES

Department Reports and Updates – Animal Control, Police, Building/Code, Fire, Finance, Website

15. ADJOURN

Mayor Marshall adjourned the meeting at 9:32 p.m.

APPROVED:

Mayor Z Marshall

ATTESTED:

APPROVED on the _____ day of
_____, 2012.

City Secretary Carrie L. Smith, TRMC, CMC

EXHIBITS

- 8A – SB 100 Presentation
- 9A – Parkerfest 2012 Plan and Budget

Senate Bill 100

What does it mean for future Parker General Elections?



Options

- Maintain status quo and rent equipment for even year elections.
- Un-stagger Council terms and move to odd year elections.
- Change terms of office to 3 or 4 years and keep staggered terms-Would require voter approval.



Annual May Elections

- Continue to hold elections each May
- Rent voting machines
- City staff conduct election in even years



Annual May Elections

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Pros <ul style="list-style-type: none"> • Additional Saturday voting can be conducted. • No disruption or change in election process • No chance of complete turnover of council as a result of single election | <ul style="list-style-type: none"> • Cons <ul style="list-style-type: none"> • Only one early voting location for voters in even numbered years • No County support in conducting the election in even numbered years • Cost of election process in even numbered years |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



May Election in Odd Years

- Un-stagger seat terms
- Adopt a "place" system



May Election Odd Years

Pros

- Reduced election costs since elections would be held only once every two years instead of annually (\$8000 - \$10,000)
- Continue to have Collin County support and provide equipment for all elections
- PISD has adopted this schedule

Cons

- Create the possibility of having an entirely new governing body at one time as a result of a single election



Un-Stagger Officials Elected Terms

- Adopt a resolution providing for the election of all members of the governing body at the same election.
- All members of the Council and the Mayor would be elected in May of odd numbered years.
- The terms expiring in May 2014 would holdover in office until May 2015. Then, in May 2015, a general election would be called for the purpose of electing the Mayor and all 5 Council members.



Creation of Place System

- A related, but not required, form of ordinance to allow Parker to adopt the Place system. This can reduce the election to only those places which are contested, as opposed to all council and challengers running against one another. This could be helpful if the Parker council decided to "unstagger" the terms. Only those incumbents who drew opposition for their Place, or places which were vacant and had more than one candidate, would have a contested election. Places that drew no opposition would not have to campaign against all other council candidates, as they do today. The Place system does not specifically impact the Mayor's position.



3 or 4 Year Terms

- Must have voter approval. Could put on May 2013 ballot.



3 or 4 Year Terms

Pros

- Staggered terms
- Election every other odd year for 4 year terms.
- If 3 year staggered terms, no election every three years beginning in 2015.
- No election costs every even year

Cons

- Longer terms
- No term limits currently





Council Agenda Item

Budget Account Code:	1-55-6850	Meeting Date:	September 18, 2012
Budgeted Amount:	\$3500	Department/ Requestor:	Parks and Rec
Fund Balance-before expenditure:	\$3500	Prepared by:	P Houx, Sub-Committee Chair
Estimated Cost:	\$3500	Date Prepared:	9/13
Exhibits:			

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKERFEST 2012.

SUMMARY

The Parker Parks and Rec Commission would like to submit the following expenditures for this year's ParkerFest for approval from City Council.

*2 Portable Potties	\$ 171.00
*Food from Two Rows (200 brats, buns, kraut, 150 corn dogs & 40 baked potatoes)	1878.00
*Kettle Corn	380.00
*Sodas & Waters	200.00
*Band	400.00
*Signage	325.00
*Trophies	100.00
**Miscellaneous	46.00
Total	3500.00

This year's ParkerFest is planned for Saturday, October 20, 2012. We will start the event at 8:30 am with a Pet Costume Contest followed up with a walk on the Trail at 9:00 am.

The other event activities begin at 11:00 am and continue until 4:00 pm. We will have Vendors selling their products, a Bake-Off to be judged at noon and a Carved Pumpkin Contest, which will be judged at 1:00 pm. Other activities will include horse

rides, "washers", face painting and possible presentations by Native Indians, an experienced Horse rider and a wild bird release again this year.
We are also excited to have a great group of Antique and Classic Cars on display.
We anticipate another great day for the City of Parker.

Thank you for your consideration.

Phyllis Houx

POSSIBLE ACTION

Move to approve.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: Alyson Johnson
Estimated Cost:	Date Prepared: 10/02/2012
Exhibits:	1. Meeting Minutes for September 18

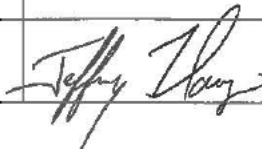
AGENDA SUBJECT

PRESENTATION ON JAPAN-AMERICA SUMMIT.

SUMMARY

Resident Alyson Johnson will give a review of the 2012 Japan-American Summit Video.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	10-12-12



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared:
Exhibits:	1) Current contract with Allied Waste 2) Letter and Presentation to be presented by Allied Divisional Municipal Service Manager Brenda LaLonde.

AGENDA SUBJECT

PRESENTATION OF QUARTERLY REPORT BY ALLIED WASTE. [Flanigan]

SUMMARY

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffany Flanigan</i>	Date:	10-12-12

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 1st 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 4th, 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. 14th 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.

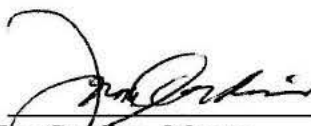
(Signatures begin on next page)

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"

<u>Residential:</u>	<u>Rate per month per home</u> <u>Not including taxes and admin fees</u>
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

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

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

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

City of Parker



Jan 2012 - Sept 2012 Report

ALLIED WASTE SERVICES OF PLANO

YTD tons 2012



PARKER	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Solid Waste	337	427	355	
Recycle	109	111	106	
Bulk/Brush	128	47	319	
TOTALS	574	585	780	



Drive By's 2012



Homes Serviced:

1st qtr: 3512

2nd qtr: 3566

3rd qtr: 3608

4th qtr:

Drive by's

1st qtr: 37,438

2nd qtr: 34,448

3rd qtr: 38,461

4th qtr:

YoY Disposal Cost

2011

S/W: \$49,795

2012

1st qtr: \$12,788

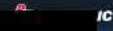
2nd qtr: \$13,035

3rd qtr: \$18,535

4th qtr:

YTD total \$ 44,358

YoY Diesel Cost / gallon



2011

1st qtr \$3.57

2nd qtr: \$3.95

3rd qtr: \$3.82

4th qtr: \$3.78

2011 Avg. / gallon \$3.78

2010 Avg. / \$2.94

2009 RFP Bid \$2.60 / Act '09 \$2.41

2012

1st qtr: \$3.89

2nd qtr: \$3.86

3rd qtr: \$3.84

4th qtr: \$

Avg cost/gallon \$ 3.86

Customer Satisfaction 2012



Jan - Mar: 2 calls / 3512

Apr - Jun: 6 calls / 3566

Jul - Sept: 6 calls / 3608

Oct - Dec:

Diversion Rates 2012

REPUBLIC SERVICES

1st qtr 24.44%

2nd qtr 20.63%

3rd qtr 22.99%

4th qtr

YTD Diversion Rate: 22.69%

Parker 2011 diversion rates was 22.23%




Recommendation

REPUBLIC SERVICES

Monthly Brush/Bulk Service

Move Brush Service to 3rd Week




REPUBLIC SERVICES

REPUBLIC SERVICES, INC. ALLIED WASTE SERVICES, INC. AWW

THESE LOGOS ARE ONLY ONE OF THE MANY LOGOS WE USE.

Thank You
CITY OF PARKER





Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared: 10/12/2012
Exhibits:	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ALLOWING ELEANOR EVANS TO TALK WITH TXDOT ABOUT TREES ON FM 2551 (HOGGE ROAD).

SUMMARY

Similar to the Parker Road Landscaping project Mrs. Evans is interested in taking the lead to research planting trees in the median on FM2551 and any funding assistance available through TXDOT. Any contracts or agreements will be brought back to Council.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	10-12-12



Council Agenda Item

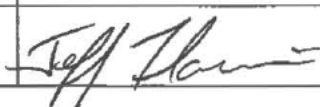
Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: S Levine
Estimated Cost:	Date Prepared:
Exhibits:	1) September 18 meeting minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SB 100 CITY
GENERAL ELECTIONS. [Levine]

SUMMARY

POSSIBLE ACTION

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

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 685 ADOPTING AN AD VALOREM TAX RATE FOR THE YEAR 2012 AT A RATE OF \$0.37708.

MOTION: Councilmember Leamy moved to approve Ordinance 685 as written. Councilmember Pettie seconded with Councilmembers Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON GENERAL ELECTIONS, TERMS OF OFFICE, AND/OR THE PLACE SYSTEM FOR THE CITY OF PARKER IN COMPLIANCE WITH THE REQUIREMENTS OF SENATE BILL 100.

Mayor Pro Tem Levine gave a brief presentation on options to meet the requirements of Senate Bill 100. (See Exhibit 8A)

Status quo would be for elections to be held each year. Elections held in even numbered years would not be run by Collin County, but by City Staff.

Un-stagger Council terms and move to odd year elections to stay coordinated with Collin County. The terms would remain two years with a holdover of some council terms.

Change terms of office to 3 or 4-years. Changing to 3-years does not alleviate the even year issues. The 4-year term would. An election would be required for voters to decide if terms are changed to 4-years.

If staying with annual May elections, we would rent voting machines and City staff would conduct the election in even years. Pros discussed to holding annual elections included; 1) additional Saturday voting can be conducted, 2) no disruption or change in election process, and 3) no chance of complete turnover of council because of single election. Cons discussed; 1) only one early voting location for voters in even numbered years, 2) County would not be conducting our election in even numbered years, and 3) cost of election process in even numbered years. It would be less expensive to change to odd years.

To change to May elections in odd number years would require seat terms to be un-staggered and terms held over until all Councilmembers and the Mayor would be up for election at one time. We would not be required to adopt a place system, but would make sense to do so. The place system does not divide the City up in wards, Council and Mayor would still run at-large.

Council discussed staying with two-year terms of office or changing to four-year terms; having staggered or un-staggered terms which could cause a total turnover in city government at one time; and adopting a place system for candidates who would still run at-large, just for a particular place/seat.

To un-stagger terms would require a resolution proving for the election of all members of the governing body at the same elections. All members of the Council and the Mayor

would be elected in May of odd numbered years. There would be a holdover for terms expiring in May 2014 to May 2015. Mayor and all Council places would be up for election in May 2015. Further legal review is required on the procedure for the holdover.

Voter approval is required to change terms to 3 or 4-years. This item could be placed on the May 2013 ballot. Three-year terms do not alleviate holding elections in even numbered years. Four-year terms would not require un-staggered terms or a place system. An additional con to 4-year terms is to fill a vacant council seat a special election must be held, no longer can a member be appointed by Council.

There was discussion on term limits. The voters would have to approve term limits as well.

Council discussion ensued and the consensus was 3-year terms would not alleviate the issue of not to hold elections in even numbered years.

Council tabled this item for further legal review and research on holdovers. The deadline for Council to take action on this issue is December 12, 2012.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKERFEST 2012 BUDGET AND SCHEDULE OF EVENTS. [Flanigan/Houx]

Last year there was not enough food for everyone, so additional food was ordered for this year's event. Additional selections of food are available as well. See Exhibit 9A.

MOTION: Councilmember Leamy moved to approve the plan and budget for Parkerfest and to add \$300.00 from City Administrator contingency for incidentals totaling \$3,800.00. Councilmember Pettie seconded with Councilmember Leamy, Sumrow, Levine, Pettie and Taylor voting for. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012 – 392 ADOPTING A LIVING LEGACY TREE PROGRAM. [Flanigan/Shepherd]

The language in Exhibit A, of Resolution 2012-392, will need to be amended by making the language, dates and times consistent throughout the document. The Parks and Recreation Commission are to revise Exhibit A and return the final document to the City Secretary. The application deadline will be removed from the final document so it may be changed as necessary. Applications will be accepted year round; however, it is necessary for a deadline for the current years planting season so trees can be ordered and planted at one time. The costs of the trees will be reviewed annually and approved with the City fee schedule. The cost is to include the tree, a one-year warranty and plaque.

MOTION: Councilmember Leamy moved to approve Resolution 2012-392 adopting the Living Legacy Tree Program subject to amending the language, dates and times making them consistent throughout the document and exhibits. Councilmember Sumrow

Senate Bill 100

What does it mean for future Parker General Elections?



Options

- Maintain status quo and rent equipment for even year elections.
- Un-stagger Council terms and move to odd year elections.
- Change terms of office to 3 or 4 years and keep staggered terms-Would require voter approval.



Annual May Elections

- Continue to hold elections each May
- Rent voting machines
- City staff conduct election in even years



Annual May Elections

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Pros <ul style="list-style-type: none"> • Additional Saturday voting can be conducted. • No disruption or change in election process • No chance of complete turnover of council as a result of single election | <ul style="list-style-type: none"> • Cons <ul style="list-style-type: none"> • Only one early voting location for voters in even numbered years • No County support in conducting the election in even numbered years • Cost of election process in even numbered years |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



May Election in Odd Years

- Un-stagger seat terms
- Adopt a "place" system



May Election Odd Years

Pros

- Reduced election costs since elections would be held only once every two years instead of annually (\$8000 - \$10,000)
- Continue to have Collin County support and provide equipment for all elections
- PISD has adopted this schedule

Cons

- Create the possibility of having an entirely new governing body at one time as a result of a single election



Un-Stagger Officials Elected Terms

- Adopt a resolution providing for the election of all members of the governing body at the same election.
- All members of the Council and the Mayor would be elected in May of odd numbered years.
- The terms expiring in May 2014 would holdover in office until May 2015. Then, in May 2015, a general election would be called for the purpose of electing the Mayor and all 5 Council members.



Creation of Place System

- A related, but not required, form of ordinance to allow Parker to adopt the Place system. This can reduce the election to only those places which are contested, as opposed to all council and challengers running against one another. This could be helpful if the Parker council decided to "unstagger" the terms. Only those incumbents who drew opposition for their Place, or places which were vacant and had more than one candidate, would have a contested election. Places that drew no opposition would not have to campaign against all other council candidates, as they do today. The Place system does not specifically impact the Mayor's position.



3 or 4 Year Terms

- Must have voter approval. Could put on May 2013 ballot.



3 or 4 Year Terms

Pros

- Staggered terms
- Election every other odd year for 4 year terms.
- If 3 year staggered terms, no election every three years beginning in 2015.
- No election costs every even year

Cons

- Longer terms
- No term limits currently





Council Agenda Item

Budget Account Code:	1-10-6065	Meeting Date:	October 16, 2012
Budgeted Amount:	\$6500	Department/ Requestor:	Administration
Fund Balance-before expenditure:		Prepared by:	C Smith
Estimated Cost:	\$5000 minimum Annual Contract	Date Prepared:	October 12, 2012
Exhibits:	1) Proposed Resolution and annual contract		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-395
ADOPTING THE OFFICIAL CITY NEWSPAPER.

SUMMARY

The only change from last year is an increase of \$10.00 for the internet charge. Everything else is the same.

LGC Sec. 52.004. OFFICIAL NEWSPAPER. (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

POSSIBLE ACTION

Move to approve Resolution as written.

Inter-Office Use			
Approved by:			
Department Head:	Carrie L. Smith <small>Digitally signed by Carrie L. Smith DN: cn=Carrie L. Smith, o=City of Parker, ou=City Secretary, email=carrie.l.parker@cityofparker.us, c=US Date: 2012.10.12 18:28:33 -0500</small>	Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Hays</i>	Date:	10-12-12

Resolution No. 2012-395
(Designating Official Newspaper)

RESOLUTION NO. 2012-395
(Designating Official Newspaper)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2012-2013**

WHEREAS, the City Council finds that *Dallas Morning News* is a paper of general circulation within the City of Parker; and

WHEREAS, the City Council finds that *Dallas Morning News*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2nd class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that *Dallas Morning News* is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Parker; and

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2012-2013, commencing October 1, 2012.

2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.

3. Until September 30, 2013, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each ordinance, notice or other matter required to be published by law.

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

5. This Resolution is effective immediately upon passage.

PASSED & APPROVED by the City Council on this, the _____ day of _____, 2012.

APPROVED:

Z Marshall, Mayor

ATTESTED:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Category: (LEGAL)

Level: \$5000

Rate card Year: 2012



Contract Date: October 1, 2012

Frequency ☐

DVC ☒

ADVERTISING CONTRACT

PRIMARY CONTRACT TYPE – (select one only)

<input checked="" type="checkbox"/> TDMN	<input type="checkbox"/> Al Dia	<input type="checkbox"/> F!D Luxe
<input type="checkbox"/> Neighborsgo	<input type="checkbox"/> TMC	<input type="checkbox"/> Briefing
<input type="checkbox"/> Online	<input type="checkbox"/> Other _____	

Advertiser Name: City of Parker Account Number: 100069579

Hereinafter referred to as Advertiser hereby contracts with DMNmedia, an assumed name of **The Dallas Morning News** (hereinafter "DMNmedia") for consumption of not less than \$5,000 (five thousand dollars) of advertising through the use of Classified advertising to be published within 12 months. The term of this agreement is for the period beginning October 1, 2012 and September 30, 2013.

Dallas Morning News - Classified Legal Rates - 2012			
Dollar Volume Contracts	DallasNews		
Legal DVC	TDMN	Online	Al Dia
DVC \$5,000 Annually	4.10	35.00 Liner/45.00 Displ	0.91
* All liners and display ads will be posted online at DallasNews.com for 7 days.			

Dallasnews.com expenditures revenues count toward the fulfillment of TDMN dollar volume contracts unless otherwise stipulated.

Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of DMNmedia at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due publisher. This agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

Signed:

DMNmedia, an assumed name of
The Dallas Morning News, Inc.
508 Young St
Dallas TX. 75202

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

APPENDIX B

FURTHER CONDITIONS OF THIS CONTRACT

1. Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20th of the month for space billed in the preceding calendar month. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law.
3. Publisher's rates in this contract are based on an assumed classification for the advertising being placed. If at any time Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this contract shall be run at a revised rate. Advertiser agrees to pay Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must advise Publisher before any additional insertions are run. If Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this contract shall be terminated, and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If Advertiser requests a specific position for the advertisement, then Advertiser agrees to pay the rate for such specific position provided the position is available. Publisher is not required to accommodate a request for a specified position. If a specified position requested by Advertiser is not available, then Publisher may position the copy in any position according to the Publisher's rules of composition, position, and shape, and Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position unless Publisher is notified in writing by Advertiser that the copy is to be printed only in the specified position.
6. If Advertiser fails to make payment of undisputed sums as agreed, then Publisher and Advertiser agree that Publisher may at any time terminate this contract. Termination of the contract shall in no way affect the obligation of Advertiser to pay undisputed amounts due at the time of termination.
7. In case of omission or error by Publisher in an advertisement, Publisher shall not be liable for damages. Advertiser's sole remedy shall be that Advertiser shall not be liable for the entire cost of the advertisement. Publisher will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement by this percentage amount or offer replacement ad equal to the percentage amount.
8. Advertising running consecutively will be carried until Advertiser notifies Publisher in writing that copy will be changed or the advertisement will be suspended.
9. In the event of a default or other breach of this contract by either party, the prevailing party shall be entitled to recover attorney's fees and costs.
10. While this contract is in effect, should any conditions arise that affect the cost of newspaper operation, such as imposition by government of a sales tax or increased material or production costs, Publisher reserves the right to increase the advertising rates named on the reverse side of this page or incorporated into this page by reference. In such event, however, Publisher must give Advertiser at least thirty (30) days notice of the increase, and if such increase is not satisfactory to Advertiser, then Advertiser may terminate this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and does not infringe or otherwise violate the copyright, trademark, service mark, or other intellectual property rights, or rights of privacy or publicity, of any third party. Advertiser agrees to indemnify, defend, and hold harmless Publisher, its parent company and affiliates and each of their directors, officers, agents, and employees from and against all claims, exposure, liability, loss, or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from the publication of Advertiser's material. This indemnification shall not apply to willful misconduct by any employee of Publisher.
12. This contract is made and entered into under Publisher's current published schedule of rates in effect on the date of this contract, and by reference such schedule is expressly made a part of this contract. Advertiser assumes responsibility for being knowledgeable about such current published schedule of rates, and Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher, in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of the billing date. All such claims not submitted within thirty (30) days shall be considered waived.
14. If Publisher's "Application for Credit" form has been completed and submitted by Advertiser in connection with this contract, then Advertiser warrants that the information contained in that application is true, accurate, and correct and agrees that the making of any false statements in that application constitutes a material breach of this contract.
15. Any "Application for Credit" form executed by Advertiser is part of this contract and incorporated into this contract fully by reference.
16. Advertiser, and the person, if any, signing on Advertiser's behalf, warrants that he or she has the authority to make and sign this contract.
17. Advertiser agrees to immediately notify Publisher in writing of any change in ownership of Advertiser's business operation. The Advertiser further agrees to assume liability for and make payment of all advertising published pursuant hereto in the event Advertiser's business is sold, merged, or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.



ADVERTISER NAME

Contract Date _____

Initials/Date _____

APPENDIX A



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: J Boyd
Estimated Cost:	Date Prepared:
Exhibits:	1) Proposed Fee Schedule 2) Fee Analysis 3) Proposed Ordinance 687 4) 2012 Fee Schedule, Ordinance 670

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 687
ADOPTING A CITY FEE SCHEDULE. [Boyd]

SUMMARY

POSSIBLE ACTION

Move to approve the Resolution and Fee Schedule as proposed (or amended).

Inter - Office Use			
Approved by:			
Department Head:	Johnna Boyd	Date:	10-12-12
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Hays</i>	Date:	10-12-12

City of Parker Fee Schedule

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

	Current Fees	Proposed Fees
Alarm Registration		
New Owner Registration (pro-rated each month)	\$60.00	
Annual Renewal - Due Jan. 1	\$20.00	
Late Fee on alarm registration	\$10.00	
False Alarm Charges		
3 false alarms are permitted per year without charge, each after are:		
Burglary Alarm	\$75.00	
Panic Alarm	\$75.00	
Fire Alarm	\$75.00	
False alarm for <u>un-registered</u> alarms	\$275.00	
NOTE: Other fees collected by the Police department are State Mandated		
Animal Control*		
Animal Impound Fee		
1st Impound	\$50.00	
2nd Impound	\$75.00	
3rd Impound	\$100.00	
4th Impound and up	\$125.00	
Daily Handling Fee	\$10.00 per day	
Pet Registration		
Sterilized	\$7.50 per year	
Non-Sterilized	\$12.50 per year	
Quarantine Fee	\$100.00	
Euthanasia Fee	\$25.00	
Disposal Fee	\$25.00	
<i>*These are pass-thru fees charged by the City of Murphy directly to the animal's owner.</i>		
Building/Construction Fees		
Any project started without a City Permit shall pay double the permit fee. If any outside consulting and contract services are used by the City for any project, the applicant shall pay the cost at 100% plus 7% administrative fees.		
Fire Suppression System Review	\$150.00	
Deposit on New Construction (refundable)	\$1,000.00	

**City of Parker
Fee Schedule**

	<u>Current Fees</u>	<u>Proposed Fees</u>
New/Addition Construction Permit		
<i>Based on Square Footage</i>		
0001 to 1000	\$500.00	
1001 to 1250	\$625.00	
1251 to 1500	\$750.00	
1501 to 1750	\$875.00	
1751 to 2000	\$1,000.00	
2001 to 2250	\$1,125.00	
2251 to 2500	\$1,250.00	
2501 to 3000	\$1,500.00	
3001 to 3500	\$1,750.00	
3501 to 4000	\$2,000.00	
4001 to 4500	\$2,250.00	
4501 and up	\$ 2500.00 plus .50 per sq. ft. over 4500	
<i>Plus</i>	<i>Plus</i>	
Electrical	.03 per sq. ft.	
Plumbing	.03 per sq. ft.	
Mechanical	.03 per sq. ft.	
Residential - Remodels		
Base Fee	1% of construction value with \$250 minimum	
<i>Plus</i>	<i>Plus for each applicable trade</i>	
Electrical	\$75.00	
Plumbing	\$75.00	
Mechanical	\$75.00	
Accessory/Out Buildings		
1 to 1000 square feet	\$100.00	
1001 to 1500 square feet	\$150.00	
1501 to 2000 square feet	\$200.00	
2001 to 2500 square feet	\$300.00	
<i>Plus</i>	<i>Plus for each applicable trade</i>	
Electrical	\$75.00	
Plumbing	\$75.00	
Mechanical	\$75.00	
Other Permits		
Demolition and removal	\$75.00	
Driveway / Culvert	\$75.00	
Electrical	\$75.00	
Fence	\$75.00	

**City of Parker
Fee Schedule**

	Current Fees	Proposed Fees
Miscellaneous	\$75.00	
Heating / Air	\$75.00	
Lawn Irrigation & Backflow	\$75.00	
Plumbing	\$75.00	
Pool and fence - Above ground	\$75.00	
Pool and fence - In ground	\$500.00	
Spa	\$75.00	
Structure Moving Permit	\$75.00	
Right of Way Work (Refundable)		
Routine Maintenance	\$500.00	
Minor construction	\$1,000.00	
Major construction	\$2,000.00	
Signs		
Temporary Real Estate	\$75.00	
Temporary Construction Signage	\$75.00	
Monument Signs	\$75.00	
Bulletin board signs	\$75.00	
Signs greater than 16 sq. ft.	\$75.00	
Class 2 Signage	\$75.00	
Class 3 signage	\$75.00	
Withdrawn and/or Denied Permits	10% of total permit cost	
<i>Solicitor's Permit</i>		
Non-charitable Organizations plus	\$75.00	
each additional agent	\$25.00	
Charitable Organizations	\$25.00	
<i>Contractor Registration - Renewed Annually</i>		
Electrical Contractor	\$100.00	
Electrical - Journeyman	\$100.00	
Electrical - Master	\$100.00	
Fire Sprinkler Contractor	\$0.00	
General Contractor	\$100.00	
Irrigation Contractor	\$100.00	
Backflow Tester	\$100.00	
Mechanical Contractor	\$100.00	
Plumbing Contractor	\$0.00	
Other subcontractors, such as Fence, Roofing, Pool, etc.	\$100.00	
<i>Inspection Fees</i>		
Re-Inspections	\$50.00	
Annual Backflow Test - Fire Sprinkler System (commercial)	\$25.00	
Annual Fire System Inspection (commercial)	\$50.00	

**City of Parker
Fee Schedule**

	Current Fees	Proposed Fees
Development Fees		
Abandonment of Real Property	\$500.00	
Annexation Petitions	\$400 plus \$5 /acre	
Copies -Subdivision Regulations and Zoning Ordinance Book	\$150.00	
Plat - Development	\$300 plus \$30/Acre	
Plat -Preliminary	\$800 plus \$30/Acre	
Plat - Final	\$800 plus \$30/Acre	
Plat - Final Plat Filing Fees	100% plus 15% adm costs	
Plat -Minor Subdivision (5 acres or less)	\$500 plus \$100/lot	
Plat -Re-Plat Application/Amending Plat	\$500 plus \$15/lot	
Public Works Inspection/Engineering Plans/Legal Review	5% of total construction costs	
Site Plan	\$300 plus \$25/Acre	
Traffic Control Devices:		
Per divided street intersection (signage)	\$300.00	
Per linear foot per lane line (painting)	\$0.75	
Per street intersection (signage)	\$150.00	
Signs for street names (each)	\$200.00	
Special Activities District	\$500 plus \$30/Acre*	
Zoning - Specific Use Permit	\$1,000.00	
Annual Specific Use Permit Renewal		\$20.00
Swing D Ranch per Use Permit	\$1,000.00	
Zoning Change Request, Zoning Change	\$500 plus \$10/acre	
Zoning Variance Request	\$600.00	
Work Session	\$250.00	
Water and Utility Fees		
Water and Sewer Usage Rates		
Hydrant Meter Deposit - Refundable when meter returned in working order		
City Meter	\$1,500.00	
Company Meter	\$500.00	
Sewer Service		
Connection Fee	\$1,000.00	
Monthly Base Fee	\$46.53 per Ord 650	
Solid Waste Collection and Disposal		
Monthly Base Fee	\$18.76	
Third Trash Cart	\$7.40	
Water Meter Fees		
1" meter with existing tap	\$2,000.00	
1" meter requiring tap	\$3,000.00	
2" meter requiring tap	\$4,500.00	
Road Bore	100% actual cost +10%	
Replacement meter	\$250.00	

**City of Parker
Fee Schedule**

	<u>Current Fees</u>	<u>Proposed Fees</u>
Water Service		
New service set up fee	\$50.00 (Non-refundable)	
Monthly Base Fee		
0-4000 gallons	\$34.00	
4001-10000 gallons	2.25 per thousand gallons	
10001-30000 gallons	2.85 per thousand gallons	
30001-50000 gallons	3.60 per thousand gallons	
50000-70000 gallons	\$4.00 per thousand gallons	
70000- Up	\$7.15 per thousand gallons	
Past Due Penalty	10% of billed amount	
Re-Connect Fee during business hours	\$50.00	
Living Legacy Tree Program		
Red Crepe Myrtle		\$375.00
White Crepe Myrtle		\$375.00
Bald Cypress		\$500.00
Cedar Elem		\$500.00
Live Oak		\$500.00
Chinquapin Oak		\$500.00
Chinese Pistache		\$650.00
Miscellaneous City Charges		
Credit Card Fee	2.50%	
Return Check Fee	\$25.00	
Notary Fee (Non-residents Only)	\$6.00 per signature/seal	
Open Records Request	Follow all current state rates	
Copy Charges	Follow all current state rates	
Firework Permit	\$50.00	\$100.00

City of Parker Fees Schedule Analysis
Registrations and Fees

Registration Type (Annual Renewal)		Fee Charged	Staff time	Rate	Cost	Profit (Loss)	Comments
Contractors							
	Electrical Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Electrical - Apprentice	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Electrical - Journeyman	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Electrical - Master	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Fire Sprinkler Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	General Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Irrigation Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Backflow Tester	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Mechanical Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Plumbing Contractor	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	Plumbing - Apprentice/Journeyman	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
	All other subcontractors	\$100.00	0.5	\$24.46	\$12.23	\$87.77	Admin time to complete paperwork
Development Fees							
	Abandonment of Real Property	\$500.00					Never used
	Annexation Petitions	\$400 plus \$5 / acre			\$890.54		Legal work (2 hrs) & notices (2)
	Copies - subdivision regulations & Zoning Ordinance Book	\$150.00	200	\$0.01	\$25.00		200 pages + 1 hr staff time (Available online now)
	Plat Development	\$300 plus \$30 / acre	16	\$230.00	\$3,680.00		2 days - Engineering
	Plat - Final	\$800 plus \$30 / acre	20	\$230.00	\$4,600.00		Engineer Review - # acres determines revenue
	Plat - Final Plat Filing Fees	\$100% cost + 15%	3	\$32.46	\$97.38		Carrie files
	Plat - Minor Sub-Division	\$500 plus \$100/lot			\$2,230.00		Staff & Engineering; 1 day each; 1 in last 3 - 4 years
	Plat - Preliminary	\$800 plus \$30 / acre	16	\$230.00	\$3,680.00		Engineers 2 days
	Plat - Replat Application / Amending	\$500 plus \$15/lot			\$650.00		Public Hearing; 2 Ads; Jeff + Engineer
	Public Works Inspections/Engineering/Legal	5% of total construction cost					Covers costs

City of Parker Fees Schedule Analysis
Registrations and Fees

	Site Plan	\$300 plus \$25/acre					Don't Require;
	Special Activities District	\$500 plus \$30 / acre					Southfork;
	Zoning - Special use Permit	\$1,000.00			\$350.00	\$650.00	Public Notice; 2 ads
	SUP - Renewal	\$20.00			\$0.00	\$20.00	
	Zoning Change Request, Change	\$500 plus \$10/acre			\$891.00		Public Notice; 2 ads; Legal (2 hrs) (breakeven is 39 acres)
	Zoning Variance Request	\$250.00			\$350.00	(\$100.00)	Public Notes; posting (Lori)
	Work Session	\$250.00					Not sure what this is.
Miscellaneous Charges							
	Return Check Fee	\$25.00					
	Notary Fee for Non-Residents	\$6 per signature/seal	0.5				
	Firework Permit	\$100.00	0.5				
Living Legacy Tree Program							
	Red Crepe Myrtle	\$375.00					
	White Crepe Myrtle	\$375.00					
	Bald Cypress	\$500.00					
	Cedar Elm	\$500.00					
	Live Oak	\$500.00					
	Shumardi Red Oak	\$500.00					
	Chinquapin Oak	\$650.00					
	Chinese Pistache	\$650.00					

ORDINANCE NO. 687
(Adopting Fee Schedule – 2012-2013)

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, ADOPTING THE PARKER FEE SCHEDULE; ESTABLISHING FEES, COSTS AND EXPENSES CHARGED BY THE CITY OF PARKER; ADOPTING PENALTY RATES ESTABLISHED BY THE STATE OF TEXAS; AND ADOPTING A SAVINGS CLAUSE, A REPEALER CLAUSE, AND A PENALTY CLAUSE.

WHEREAS, the fees, costs and expenses charged by the City of Parker should be organized, consolidated and in some cases, amended;

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

SECTION 1. The fees, charges, penalties, costs and other expenses to be charged by the City of Parker are hereby adopted as set forth in the attached Exhibit A to this ordinance, titled Parker Fee Schedule. Any such charges heretofore established by ordinance or resolution in the City of Parker which are in conflict with Exhibit A are hereby revoked, and the charges set forth herein shall be enforced.

SECTION 2. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. Any person, firm, company, partnership, corporation, or association violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon

conviction thereof, shall be fined an amount of not more than five hundred dollars (\$500.00) for each such violation, and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 16th day of October, 2012.

APPROVED:

Mayor Z Marshall

ATTEST:

City Secretary Carrie L. Smith

APPROVED TO FORM:

City Attorney James E. Shepherd

ORDINANCE NO. 670
(Adopting Fee Schedule - 2011)

AN ORDINANCE OF THE CITY OF PARKER, TEXAS, ADOPTING THE PARKER FEE SCHEDULE; ESTABLISHING FEES, COSTS AND EXPENSES CHARGED BY THE CITY OF PARKER; ADOPTING PENALTY RATES ESTABLISHED BY THE STATE OF TEXAS; AND ADOPTING A SAVINGS CLAUSE, A REPEALER CLAUSE, AND A PENALTY CLAUSE.

WHEREAS, the fees, costs and expenses charged by the City of Parker should be organized, consolidated and in some cases, amended;

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

SECTION 1. The fees, charges, penalties, costs and other expenses to be charged by the City of Parker are hereby adopted as set forth in the attached Exhibit A to this ordinance, titled Parker Fee Schedule. Any such charges heretofore established by ordinance or resolution in the City of Parker which are in conflict with Exhibit A are hereby revoked, and the charges set forth herein shall be enforced.

SECTION 2. That all provisions of the ordinances of the City of Parker in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. Any person, firm, company, partnership, corporation, or association violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon

conviction thereof, shall be fined an amount of not more than five hundred dollars (\$500.00) for each such violation, and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 20th day of July, 2011.



APPROVED:

Mayor Joe Cordina

ATTESTED:

City Secretary Carrie L. Smith

APPROVED TO FORM:

City Attorney, James E. Shepherd



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Councilmember Sumrow
Fund Balance-before expenditure:	Prepared by: Councilmember Sumrow
Estimated Cost:	Date Prepared: 10/12/2012
Exhibits:	1)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON USE OF THE CITY LOGO BY THIRD PARTIES. [Sumrow]

SUMMARY

Parker Logo Use Issues

Should we provide access to an approved city logo on the website for people/organizations to use when doing business with the City of Parker? Should people continue to be able to copy the unapproved logo from the website?

Recommended Actions:

- 1) Add an approved version of the city logo to the website that can be used by individuals working with the City of Parker
- 2) Lock down the current logo on the website so it can't be used

Background:

In 2008, the City of Parker adopted standards for the City logo. Any use of the logo inconsistent with these guidelines requires approval by City Council. The guidelines are silent on whether or not "unofficial" people can use the City logo without approval from the City.

When the CivicPlus website was designed, Council approved a non-standard logo, in keeping with the design of the website.

Many people, when doing business with the City of Parker, or working on one of our community projects, want to personalize their materials by including the City logo, but there is no logo on the website that conforms with the approved Parker logo. Because of this, we see inappropriate representations of our logo on documents produced by people other than City staff. One example is the recent presentation from P&R's, where the logo was used in a way that is inconsistent with the goal sought in the logo use guidelines. (This is not to fault P&R, but to highlight a problem that we have created for those who work on behalf of Parker.)



Questions to consider:

- 1) Is there a risk to the City of Parker if people misuse the logo? (And, how could the logo be misused in a way that could hurt the city?)
- 2) If we don't allow people to copy an approved logo from the website, what approval process should city staff use to send the logo to people who request it?

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Hays</i>	Date:	10-12-12



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared:
Exhibits:	1) Board attendance record 2) Proposed Resolution 2012 -396

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-396, AMENDING RESOLUTION 2012-390 APPOINTING ALTERNATES, OFFICERS, AND COUNCIL LIAISON TO THE PARKS AND RECREATION COMMISSION.
[Flanigan]

SUMMARY

Parks and Recreation Commission's Recommendations:
Meeting minutes 10/10/2012

**CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A
RECOMMENDATION TO CITY COUNCIL TO FILL ALTERNATE VACANCIES,
APPOINT 2012-2013 OFFICERS AND COUNCIL LIAISON.**


There are two alternate vacancies. The ordinance allows for three alternates and currently Brooke Asiatico is the only one. The Commission recommended appointment of Phyllis Houx, Sandy Waites and Frank Guynn to the alternate positions. The Commission would like to recommend, to the Council, the ordinance be changed to allow four alternate positions; the more people involved the better.

Officers:
Chairperson Joe Sterk
Vice Chairperson Cindy Stachiw
Secretary Julie Ellison

Council Liaison Lee Pettie

MOTION: Commissioner Sterk moved to recommend to Council to add an additional alternate position and appoint Phyllis Houx, Sandy Waites and Frank Guynn as alternates; Chairperson Joe Sterk, Vice Chairperson Cindy Stachiw and Secretary Julie Ellison; and Council Liaison Lee Pettie. Commissioner Stachiw seconded with Commissioners Sterk, Ellison, Blaydes, and Stachiw voting for. Motion carried 4-0.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	10-12-12

Parks and Recreation Commission
Attendance

2011		Place 1	Place 2	Place 3	Place 4	Place 5	Place 6	Place 7				
	Mtg type	Chairman Joe Sterk	Vice Chair Phyllis Houx	Secretary Julie Ellison	Bill Bailey	Renee Sims	Bart Blaydes	Cindy Stachiw	Alternate Bob Heath	Alternate Vacant	Alternate Brooke Asiatico	Minutes Rec by C'sec
2/23/2011	Special	1				1					1	yes
3/21/2011	Regular		1			1					1	yes
5/25/2011	Regular			1								
8/31/2011	Special				1						1	
9/28/2011	Regular				1						1	
10/26/2011	Special											
YTD Absences		1	1	1	2	2	0	0	0	0	4	

2012		Place 1	Place 2	Place 3	Place 4	Place 5	Place 6	Place 7	*Board to be reduced to 5			
	Mtg type	Chairman Joe Sterk	Vice Chair Phyllis Houx	Secretary Julie Ellison	Bill Bailey	Renee Sims	Bart Blaydes	Cindy Stachiw	Alternate Vacant	Alternate Vacant	Alternate Brooke Asiatico	Minutes Rec by C'sec
1/25/2012	Regular											
2/29/2012	Special				1	1						yes
3/28/2012	Regular	Cancelled										
4/4/2012	Special			1		1	1				1	
5/23/2012	Regular	Cancelled										
7/26/2012	Regular	No Quorum			Resigned							No Quorum
8/29/2012	Special	1	Resigned									
			Bart Blaydes		Cindy Stachiw		Place Eliminated	Place Eliminated				
9/12/2012	Special	No Quorum										No Quorum
9/26/2012	Regular	Cancelled										
10/10/2012	Special					1					1	
11/28/2012	Regular											
YTD Absences		1	0	1	1	3	1	0	0	0	2	

RESOLUTION NO. 2012-396
(2012-2013 P&R Appointments)

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

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

SECTION 1. Appointment of Voting Members Expiring May 2013

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the unexpired portion of a two-year term, expiring May 31, 2013 or until their successors are appointed and qualified.

Place 1	Joe Sterk
Place 3	Julie Ellison
Place 5	Renee Sims

SECTION 2. Appointment of Voting Members Expiring May 2014

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a term of two-years, expiring May 31, 2014 or until their successors are appointed and qualified.

Place 2	Bart Blaydes
Place 4	Cindy Stachiw

SECTION 3. Appointment of Alternate Members Expiring May 2014

The following are hereby appointed to serve on the Planning and Zoning Commission as alternate members for a term of two-year, expiring May 31, 2014 or until their successors are appointed and qualified.

Alternate 1	Brooke Asiatico
Alternate 2	_____
Alternate 3	_____

SECTION 4. Appointment of Officers Expiring May 2013

THAT the officers of the Parks and Recreation Commission shall include a Chairperson, Vice Chairperson, and Secretary for a term of one-year, expiring May 31, 2013 or until their successors are appointed and qualified.

Chairperson Joe Sterk
Vice Chairperson Cindy Stachiw
Secretary Julie Ellison

SECTION 5. Appointment of a Council Liaison

Councilmember Lee Pettle is appointed Liaison to Parks and Recreation for a term to expire May 31, 2013, or until her successor is appointed.

SECTION 6. Effective Date and Repealer

This resolution shall be effective upon its passage. Resolution 2012-390 is repealed and replaced by this resolution.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the _____ day of _____, 2012.

APPROVED:

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date: October 16, 2012
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared:
Exhibits:	1) Back up provided to P&Z on 9/27

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A
RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION TO
SUSPEND ENFORCEMENT OF HIGH GRASS ORDINANCE FOR A PERIOD OF
SIX MONTHS.

SUMMARY

P&Z Meeting Minutes – September 27, 2012

**CONSIDERATION AND/OR ANY APPROPRIATE ACTION TO AMEND THE
CITY ORDINANCES ON PASTURE MAINTENANCE (ORD. 553 & 571,
CODIFIED IN THE PARKER MUNICIPAL CODE CHAPTER 94).**

Citizen Input – Resident Todd Fecht, 7234 Moss Ridge - Mr. Fecht currently allows a portion of his 2.2 acre, residential lot to grow taller than the allowed 12-inches to serve as a wildlife habitat for Quail and Chuckers. He was required to mow and lost most of the Chuckers. He would like Parker to maintain the country life style. He requested the ordinance be modified for this type of use to be taken into consideration.

City Administrator Flanigan noted the City has a blanket Ordinance that does not always serve the whole City. There are approximately 30 to 50 complaints on high grass per year. Subdivisions with an HOA are monitored by the association and are much easier to control. Properties without an HOA are more difficult. Some properties serve as agricultural and are baled, some plant floriculture and do not mow until the flowers have gone dormant and the seeds drop.

Councilmember Sumrow requested this item be brought to the Commission for discussion and was present to answer questions. Her concern is the select code enforcement of the ordinance.

The Commission agreed the ordinance should be modified to address variances in uses. Commissioner Stone will do some research and bring back to the Commission before asking City Attorney Shepherd to re-write the ordinance.

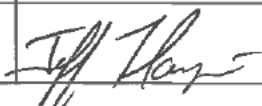
The Commission would like to ask the Council to put a moratorium on the enforcement of 12-inch grass restrictions in the current ordinance for 6-months to allow the commission to complete their research. Going into the Fall and Winter months this should not be an issue.

MOTION: Commissioner Stone moved to recommend a moratorium on the enforcement of 12-inch height of grass restrictions for a period of 6-months or until a new ordinance is adopted, beginning September 27, 2012, while the Commission prepares recommended changes to the ordinance. Commissioner Lozano seconded.

It was discussed and clarified that enforcement must continue if obstruction of visibility is the issue due to this being a safety hazard.

Commissioners Stone, Schroeder, Wright, Lozano and Stanislav voted for. Motion carried 5-0.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	10-12-12

**Zoning Ordinance Review
Mowing/Pasture Maintenance and Gates
By Councilmember Allison Sumrow**

There are two topics within our current zoning ordinance that I believe need review by P&Z for potential modification to allow for consistent code enforcement, and to clarify outstanding questions.

1) Fences and Gates

The current Parker zoning ordinance covers fences in SF and SFT districts, but no others, and does not offer any specific guidelines about the installation of gates on properties, either as part of fence lines, or independent of fence lines. This has caused some confusion when trying to ensure code compliance, considering the construction of the gate (visibility/height/materials) and the positioning of a gate (Can a gate be built where there is not a fence supporting it?) In addition, the existence of locked gates poses access concerns for emergency vehicles.

2) Mowing/Wildflowers/Pasture Maintenance

The current Parker zoning ordinance requires that all vegetation be maintained at 12 inches or below, in all zoning districts. There may be some instances where this is not appropriate, such as on multiple acre lots where livestock are grazed, or where grass is grown to be baled for hay to be sold, or where wildflowers are cultivated. There may also be some state laws that are counter to our requirements on growth on acreage and/or wildflowers.

The sections of existing ordinance that address both fences and pasture maintenance are provided below. I would like P&Z to review of these two topics, in light of the questions above, to determine if there is a need to modify our current ordinance. I will provide P&Z additional questions and information, based on the questions that have been asked of me, to assist them in their review. Prior to this being placed on a P&Z agenda, I would also ask Staff to review the references I've cited, below, and provide any other ordinances on this topic, if they exist.

Current Pasture maintenance Guidelines

§ 156.37 SUPPLEMENTARY DISTRICT REGULATIONS.

(D) Lot maintenance. In all districts, lots shall be maintained in such a manner as to be free and clear of debris. All vegetation, except for regularly cultivated crops, trees, or shrubbery, which exceeds 12 inches in height shall be presumed to be objectionable and unsightly. Regularly cultivated crops shall not be allowed to grow within the right-of-way of any public street or easement but shall be kept mowed. It shall be the duty of any person owning, claiming, occupying, or having supervision or control of any real property to cut and remove all weeds, brush, or other objectionable or unsightly matter as often as may be necessary; provided that the removing and cutting same at least once in every 30 days shall be deemed a compliance with this chapter; and to use every precaution to prevent the same growing on the premises to become a nuisance.

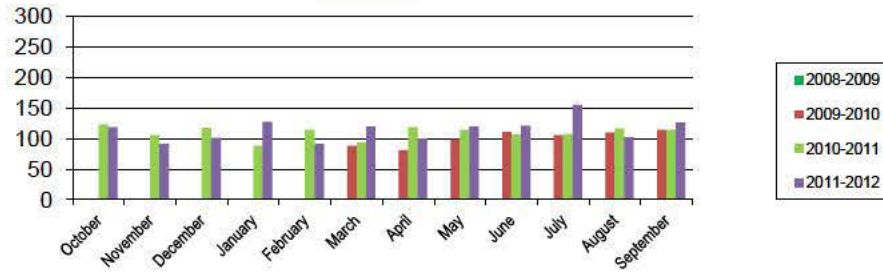
Future Council Agenda Items

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
15	Investment Policy, Officer and committee	October 30, 2012	Boyd	Required by statute to review and appoint annually.
	Animal Control Ord Review	October 30, 2012	Pettle	Review of exotic animals in the current codes
	Recognition of Josh's Eagle Scout Project	October 16, 2012	Flanigan	Stachiw is willing to help. Need a certificate.
	Media Broadcasting of Council Meetings	December 4, 2012	Pettle	Civic Plus has live streaming and audio options.
	Drainage issues in the City	December 4, 2012	Pettle	
	Vehicle Maintenance/Replacement Policy	December 4, 2012	Flanigan	Review the current policy in place.
	Council member Appointment Process	December 4, 2012		Some policies and issues need to be addressed when the need arises to fill a vacant council seat
	NTWD existing agreement for Lovejoy sewer	TBD		
	Directional and Builder signs	TBD	Leamy	
	Ord 481	TBD	Sumrow	Shepherd is preparing a presentation from TML.

City of Parker
POLICE DEPARTMENT
MONTHLY REPORT

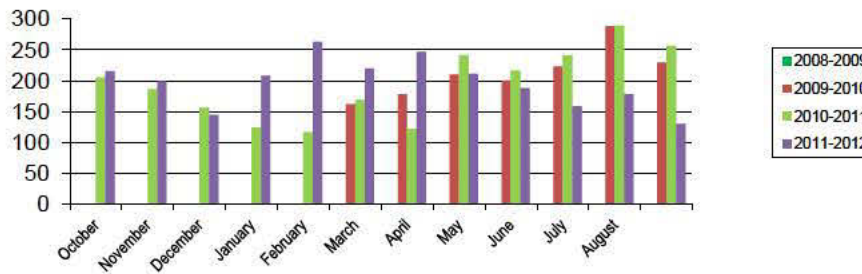
Calls				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October			123	118
November			105	91
December			117	101
January			88	127
February			114	91
March		88	93	120
April		81	118	100
May		99	114	119
June		111	106	121
July		105	107	155
August		110	116	102
September		114	114	126
Y-T-D Total	0	708	1315	1371

Calls



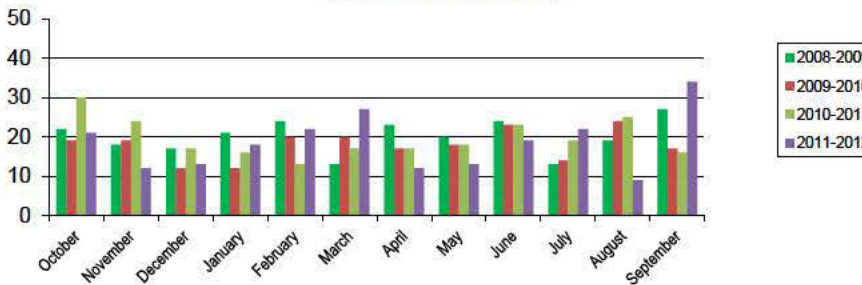
Traffic Stops				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October			205	215
November			186	199
December			156	145
January			124	208
February			117	263
March		162	169	220
April		178	122	247
May		210	241	211
June		200	216	188
July		223	241	159
August		288	289	178
September		229	256	130
Y-T-D Total	0	1490	2322	2363

Traffic Stops



Total Reports				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	22	19	30	21
November	18	19	24	12
December	17	12	17	13
January	21	12	16	18
February	24	20	13	22
March	13	20	17	27
April	23	17	17	12
May	20	18	18	13
June	24	23	23	19
July	13	14	19	22
August	19	24	25	9
September	27	17	16	34
Y-T-D Total	241	215	235	222

Total Reports

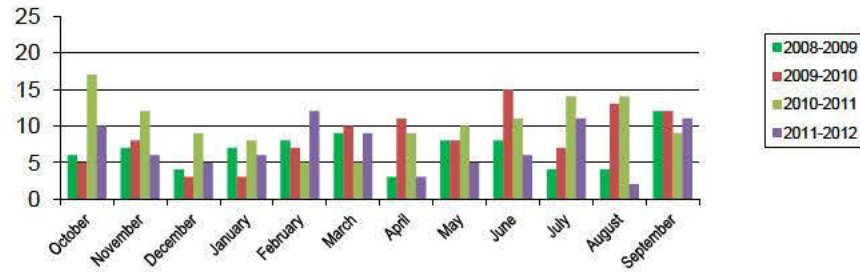


City of Parker
POLICE DEPARTMENT
MONTHLY REPORT

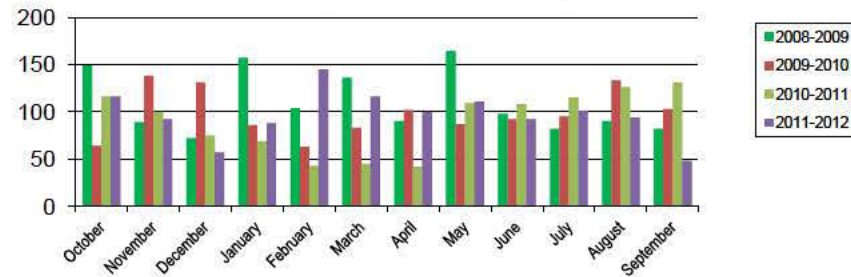
Total Arrests				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	6	5	17	10
November	7	8	12	6
December	4	3	9	5
January	7	3	8	6
February	8	7	5	12
March	9	10	5	9
April	3	11	9	3
May	8	8	10	5
June	8	15	11	6
July	4	7	14	11
August	4	13	14	2
September	12	12	9	11
Y-T-D Total	80	102	123	86

Total Citations				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	149	64	116	116
November	89	138	100	92
December	72	131	75	57
January	157	86	69	88
February	104	63	43	145
March	136	83	45	116
April	90	102	42	100
May	164	87	109	111
June	98	92	108	92
July	82	95	115	101
August	90	133	126	94
September	82	103	131	48
Y-T-D Total	1313	1177	1079	1160

Total Arrests



Total Citations




City of Parker
POLICE DEPARTMENT
VEHICLE MAINTENANCE

Unit 100	Milage Ending 10-11	2008 Ford Expedition				2012 CHEVY TAHOE	Unit 100											
		Oct	Nov	Dec	Ending Odometer Reading	Starting Odometer Reading	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total Milage	Odometer Reading
Monthly Milage	26,967	2,227	2676	612	114,252	101	254	1385	3,148	1,927	3,740	3,312	3,377	3,329	2,266	2,766	25,504	25,605
Gallons of Fuel		237.752	262.74	123.123			41.881	162.924	237.938	202.9433	265.631	240.889	250.068	305.22	200.395	239.762		
Miles/Gal		9.367	10.185	4.971			6.065	8.501	13.230	9.495	14.080	13.749	13.504	10.907	11.308	11.536		
Major Repairs over \$500		\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Oil Change																		
Unit 200		2009 Dodge Charger																
		Oct	Nov				Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total Milage	Odometer Reading
Monthly Milage	20,446	1,858	2307.000				2,731	1,872	1,550	2,217	1,712	2,189	1,554	2,321	1,512	1,306	23,129	80,344
Gallons of Fuel		153.534	229.721				222.7	206.672	129.629	185.248	169.919	138.181	142.635	222.931	162.919	142.439		
Miles/Gal		12.102	10.043				12.263	9.058	11.957	11.968	10.075	15.842	10.895	10.411	9.281	9.169		
Major Repairs over \$500		\$563.00	\$0.00					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Oil Change																		
Unit 300		2003 Ford Pick Up				2011 Dodge Charger												
		Oct	Ending Odometer Reading	Starting Odometer Reading	Nov		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total Milage	Odometer Reading
Monthly Milage	14,928	1,677	101,115	1,097	402		1,443	1,495	1,298	2,066	1,508	11,298	1,174	1,870	1,692	1,779	26,025	17,813
Gallons of Fuel		90.828			41.158		106.294	193.217	121.196	158.909	125.317	144.141	117.751	185.381	140.814	158.129		
Miles/Gal		18.463			9.767		13.576	7.737	10.710	13.001	12.033	78.382	9.970	10.087	12.016	11.250		
Major Repairs over \$500		\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Oil Change																		
Unit 400		2009 Dodge Charger																
		Oct	Nov				Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total Milage	Odometer Reading
Monthly Milage	26,212	2,339	2074				2,291	2,627	2,466	2,017	2,280	2,467	2,078	1,430	2,954	1,969	26,992	83,536
Gallons of Fuel		258.627	195.299				258.864	202.198	258.723	195.896	235.8362	235.548	232.816	138.144	277.378	240.413		
Miles/Gal		9.044	10.620				8.850	12.992	9.531	10.296	9.668	10.473	8.926	10.352	10.650	8.190		
Major Repairs over \$500		\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$1,324.00	\$0.00	\$0.00	\$2,253.83	\$0.00	\$0.00		
Oil Change																		
											Rear Brakes (Pads & rotors), Water Pump, and Fuel Pump							

RESERVE OFFICERS

OFFICER	HOURS WORKED												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL
Alan Blankenship	15	19	12	16	13	0	0	10	18.75	18	6.5	25	153.25
Paul Cogwell	8.5	17.5	0	14	6	0	0	13.5	0	23	14	16	112.5
Jon Fisher	10	0	18	12	0	6.5	0	4.5	_____	_____	_____	_____	51
Mike McCandless	6	6	0	20	10	6	0	9.5	39.5	16	16	16	145



	
BUILDING PERMIT TOTALS	
Sep-12	
ACCESSORY/OUTBUILDING PERMITS	4
IRRIGATION/LAWN SPRINKLER PERMITS	0
MISCELLANEOUS PERMITS	7
SWIMMING POOL PERMITS	1
REMODEL/ADDITION PERMITS	1
SINGLE FAMILY RESIDENTIAL PERMITS	0
INSPECTIONS	58

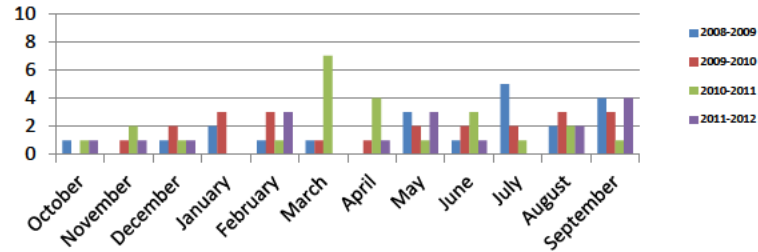
CITY OF PARKER
PERMIT LOG
SEPTEMBER 2012

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE
2012-1011	9/6/2012	ACC	5001 ENGLENOOK DR	HUNDT CONSTRUCTION	PATIO COVER	\$14,000	214	\$175	NA	NA
2012-1012	9/25/2012	ACC	4201 BOULDER DR	TEXAS LANDSCAPES	ACCESS BLDG	\$15,000	504	\$250	NA	NA
2012-1014	9/25/2012	ACC	5802 CORINTH CHAPEL RD	NELSON	ADD ON TO EXISTING ARBOR	\$6,500	240	\$100	NA	NA
2012-1013	9/27/2012	ACC	7309 MEADOW GLEN DR	SIM	PATIO/FIREPLACE	\$5,000	2000	\$350	NA	NA
2012-2014	9/18/2012	ELEC	3600 HOGGE DR	ARI TEX	SET POWER POLE FOR JOB TRAILER	NA	NA	\$75	NA	NA
2012-2015	9/25/2012	ELEC	3706 GREY LN	FOX ELECTRIC	REPLACE METER BASE & RISER	NA	NA	\$75	NA	NA
2012-6022	9/27/2012	FENCE	5007 PARKER RD E	HENDERSON WELDING	FENCE	\$5,500	NA	\$75	NA	NA
2012-6023	9/27/2012	FENCE	4100 PECAN ORCHARD DR	WILSON	FENCE	\$29,730	NA	\$75	NA	NA
2012-6021	9/5/2012	MISC	7275 MOSS RIDGE RD	THE COELLO GROUP	CULVERT/REPLACE DRIVE	NA	NA	\$75	NA	NA
2012-6024	9/24/2012	MISC	6300 SOUTHRIDGE PKWY	BARRETT	GENERATOR	\$4,000	NA	\$75	NA	NA
2012-7029	9/17/2012	PLUM	4007 PECAN ORCHARD DR	HALL PLUMBING	SHOWER PAN & VALVE	NA	NA	\$75	NA	NA
20121-0015	9/7/2012	POOL	4602 SPRINGHILL ESTATES DR	FOLEY POOLS	POOL	\$40,000	NA	\$500	NA	NA
2012-80006	9/25/2012	REMOD	5804 BRACKNELL DR	STATEWIDE REMODELING	ADDITION	\$8,619	351	\$250	NA	NA
					TOTAL=	\$128,349		\$2,150		

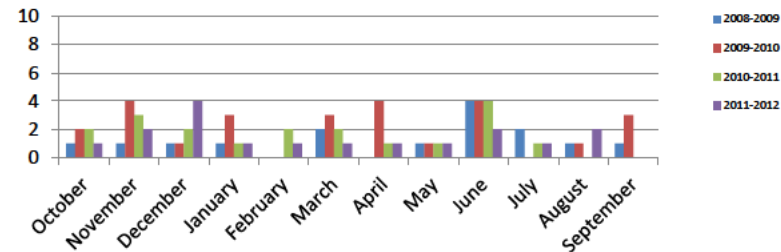
PERMIT GRAPHS

Accessory/Outbuildings Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	1	0	1	1
November	0	1	2	1
December	1	2	1	1
January	2	3	0	0
February	1	3	1	3
March	1	1	7	0
April	0	1	4	1
May	3	2	1	3
June	1	2	3	1
July	5	2	1	0
August	2	3	2	2
September	4	3	1	4
Y-T-D Total	21	23	24	17
Irrigation/Lawn Sprinkler Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	1	2	2	1
November	1	4	3	2
December	1	1	2	4
January	1	3	1	1
February	0	0	2	1
March	2	3	2	1
April	0	4	1	1
May	1	1	1	1
June	4	4	4	2
July	2	0	1	1
August	1	1	0	2
September	1	3	0	0
Y-T-D Total	15	26	19	17
Miscellaneous Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	4	4	6	7
November	5	10	7	10
December	4	3	10	8
January	4	2	12	5
February	4	5	6	4
March	4	10	14	10
April	6	4	12	9
May	10	10	8	13
June	10	10	6	15
July	4	3	3	10
August	3	9	14	13
September	8	7	7	7
Y-T-D Total	66	77	105	111

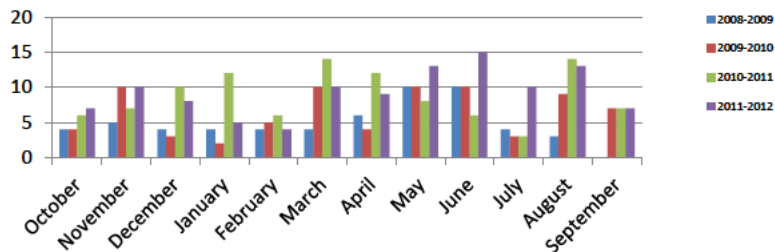
Accessory/Outbuilding Permits



Irrigation/Lawn Sprinkler Permits

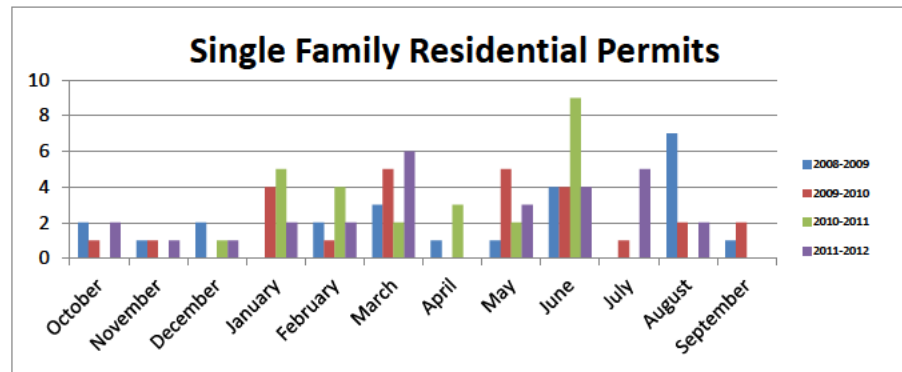
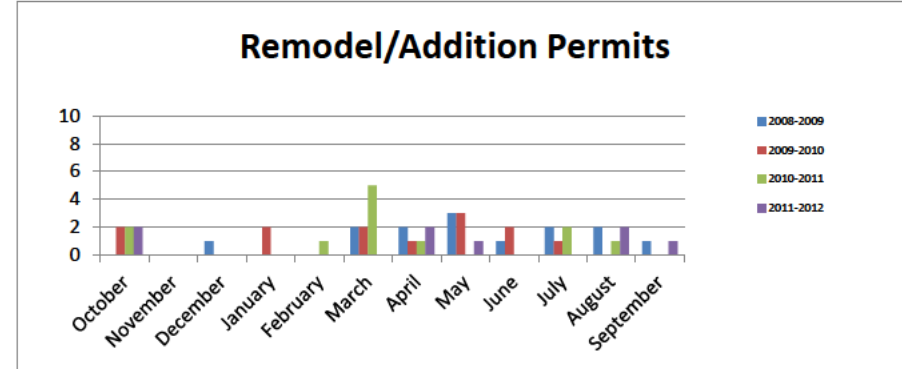
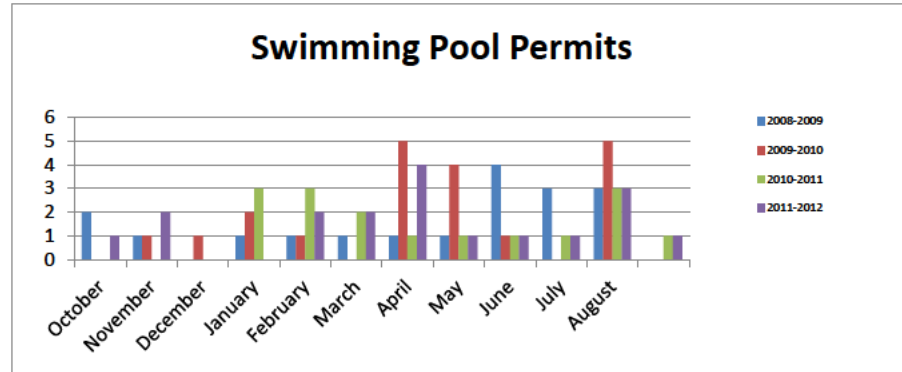


Miscellaneous Permits



PERMIT GRAPHS

Swimming Pool Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	2	0	0	1
November	1	1	0	2
December	0	1	0	0
January	1	2	3	0
February	1	1	3	2
March	1	0	2	2
April	1	5	1	4
May	1	4	1	1
June	4	1	1	1
July	3	0	1	1
August	3	5	3	3
September	2	0	1	1
Y-T-D Total	20	20	16	18
Remodel/Addition Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	0	2	2	2
November	0	0	0	0
December	1	0	0	0
January	0	2	0	0
February	0	0	1	0
March	2	2	5	0
April	2	1	1	2
May	3	3	0	1
June	1	2	0	0
July	2	1	2	0
August	2	0	1	2
September	1	0	0	1
Y-T-D Total	14	13	12	8
Single Family Residential Building Permits				
Fiscal Year	2008-2009	2009-2010	2010-2011	2011-2012
October	2	1	0	2
November	1	1	0	1
December	2	0	1	1
January	0	4	5	2
February	2	1	4	2
March	3	5	2	6
April	1	0	3	0
May	1	5	2	3
June	4	4	9	4
July	0	1	0	5
August	7	2	0	2
September	1	2	2	0
Y-T-D Total	24	26	28	28



**INSPECTION LOG
SEPTEMBER 2012**

ASYST REPORT				
Type	Number	Inspection	Completion Date	Comments
ACCESSORY/OUTBUILDING	2010-1016	Building Final	9/25/2012	
ACCESSORY/OUTBUILDING	2011-1027	Building Final	9/25/2012	
ACCESSORY/OUTBUILDING	2012-1008	Building Final	9/21/2012	FAILED 9.18.12
ACCESSORY/OUTBUILDING	2012-1010	Building Final	9/6/2012	
ACCESSORY/OUTBUILDING	2012-1011	Foundation	9/7/2012	
ELECTRICAL	2012-2014	Electrical Inspection	9/20/2012	
ELECTRICAL	2012-2015	Electrical Inspection	9/25/2012	
FIRE SPRINKLER	2012-3004	Fire Hydro Visual	9/6/2012	
FIRE SPRINKLER	2012-3005	Fire Hydro Visual	9/26/2012	
FIRE SPRINKLER	2012-3006	Fire Hydro Visual	9/18/2012	
MISCELLANEOUS	2009-6020	Other	9/25/2012	Final on Screens
MISCELLANEOUS	2012-6021	Driveway/Culvert	9/6/2012	
PLUMBING	2012-7022	Water Heater	9/18/2012	
PLUMBING	2012-7029	Plumbing Final	9/18/2012	SHOWER PAN & VALVE
REMODEL/ADDITION	2012-80005	Electrical Rough	9/13/2012	
		Mechanical Rough	9/13/2012	
		Framing	9/13/2012	
		Foundation	9/19/2012	
SINGLE FAMILY RESIDENTIAL	2011-9029	Driveway Approach	9/5/2012	

**INSPECTION LOG
SEPTEMBER 2012**

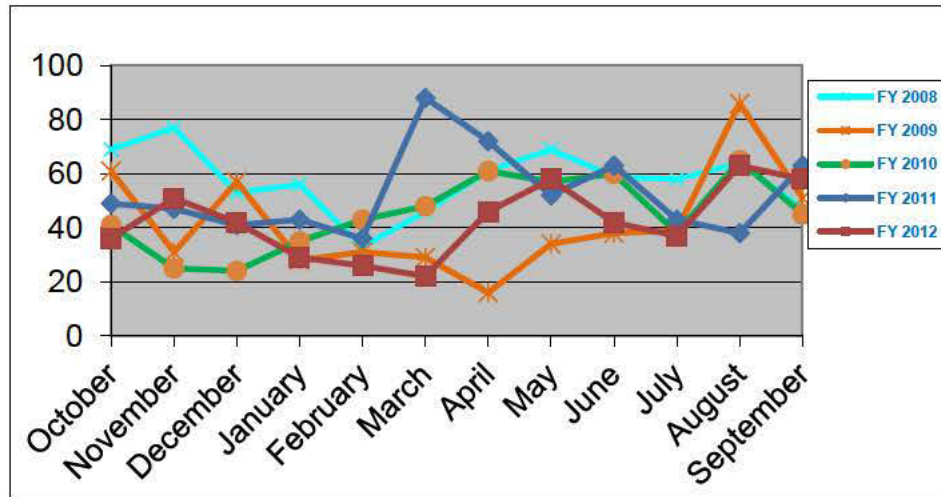
ASYST REPORT				
Type	Number	Inspection	Completion Date	Comments
SINGLE FAMILY RESIDENTIAL	2012-9001	Meter Release - Electric	9/10/2012	
		Meter Release - Gas	9/13/2012	
SINGLE FAMILY RESIDENTIAL	2012-9005	Building Final	9/20/2012	
SINGLE FAMILY RESIDENTIAL	2012-9006	Building Final	9/7/2012	FAILED 9.5.12
SINGLE FAMILY RESIDENTIAL	2012-9008	Driveway Approach	9/18/2012	
SINGLE FAMILY RESIDENTIAL	2012-9009	Plumbing Top-Out	9/28/2012	FAILED 9.26.12
		Electrical Rough	9/28/2012	FAILED 9.26.12
		Mechanical Rough	9/28/2012	FAILED 9.26.12
		Framing	9/28/2012	FAILED 9.26.12
SINGLE FAMILY RESIDENTIAL	2012-9010	Plumbing Top-Out	9/6/2012	FAILED 8.31.12
		Electrical Rough	9/6/2012	FAILED 8.31.12
		Mechanical Rough	9/6/2012	FAILED 8.31.12
		Framing	9/6/2012	FAILED 8.31.12
SINGLE FAMILY RESIDENTIAL	2012-9011	Driveway Approach	9/19/2012	
SINGLE FAMILY RESIDENTIAL	2012-9012	Plumbing Top-Out	9/20/2012	
		Electrical Rough	9/20/2012	
		Mechanical Rough	9/20/2012	
		Framing	9/20/2012	
SINGLE FAMILY RESIDENTIAL	2012-9016	Plumbing Top-Out	9/13/2012	FAILED 9.7.12

**INSPECTION LOG
SEPTEMBER 2012**

ASYST REPORT				
Type	Number	Inspection	Completion Date	Comments
		Electrical Rough	9/13/2012	FAILED 9.7.12
		Mechanical Rough	9/13/2012	FAILED 9.7.12
		Framing	9/13/2012	FAILED 9.7.12
SINGLE FAMILY RESIDENTIAL	2012-9018	Plumbing Top-Out	9/7/2012	
		Electrical Rough	9/7/2012	
		Mechanical Rough	9/7/2012	
		Framing	9/7/2012	
SINGLE FAMILY RESIDENTIAL	2012-9020	Foundation	9/7/2012	
SINGLE FAMILY RESIDENTIAL	2012-9022	Foundation	9/7/2012	FAILED 9.7.12
SINGLE FAMILY RESIDENTIAL	2012-9024	Other	9/4/2012	GROTTO FOUNDATION
		Plumbing Rough	9/7/2012	FAILED 9.6.12
		Form Survey	9/6/2012	
		Foundation	9/21/2012	
SINGLE FAMILY RESIDENTIAL	2012-9025	Foundation	9/7/2012	
SWIMMING POOL	20121-0010	Pool Final	9/4/2012	
SWIMMING POOL	20121-0011	Belly Steel	9/28/2012	
SWIMMING POOL	20121-0012	Deck Steel	9/10/2012	
SWIMMING POOL	20121-0013	Deck Steel	9/19/2012	
SWIMMING POOL	20121-0015	Belly Steel	9/10/2012	
		Deck Steel	9/25/2012	FAILED 9.21.12
			TOTAL=	58

Monthly Inspection Report

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
October	69	61	41	49	36
November	77	31	25	47	51
December	53	57	24	41	42
January	56	28	35	43	29
February	33	31	43	36	26
March	46	29	48	88	22
April	61	16	61	72	46
May	69	34	57	52	58
June	59	38	60	63	42
July	58	39	38	43	37
August	64	86	65	38	63
September	47	51	45	63	58
Year Total	692	501	542	635	510



CODE ENFORCEMENT REPORT
2011-2012

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass	2	1	1	1		5	12	18	25	15	16	10	106
Illegal Dumping				1		1		1		1			4
Illegal Structure	1					1			2		1		5
Illegal Vehicle			1										1
Junked Vehicles		2	1	2	1								6
Lot Maintenance	2	2	1		2	1	3	19	1	4	2	2	39
Trash and Debris	5				2	1	1	1	2	2		2	16
ITEM TOTALS	10	5	4	4	5	9	16	39	30	22	19	14	177

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	5	6	5	3	4	5	6	8	5	4	3	5	59
Complied/Resolved	5	6	5	3	4	5	6	8	5	4	3	5	59
10 Day Notice (Letters Mailed)	3	2	2	2	2	4	5	25	23	18	10	12	108
Extension Granted	2							5	4	2	1	2	16
Complied/Resolved	2	2	2	2	2	4	5	5	4	2	1	2	33
Citations Issued					1		2	1	5	2	2	2	15
Stop Work Order													0
Misc													0
ITEM TOTALS	17	16	14	10	13	18	24	52	46	32	20	28	290

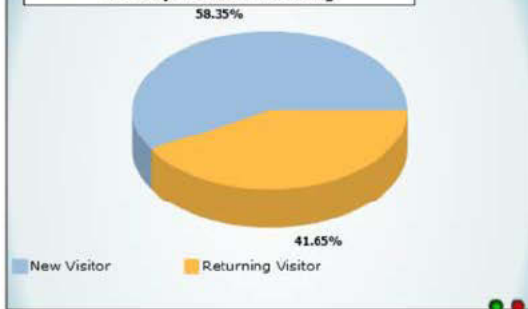


Visits and Pageviews

Average: 3.08 P/V
Visits: 2,502
Pageviews: 7,701



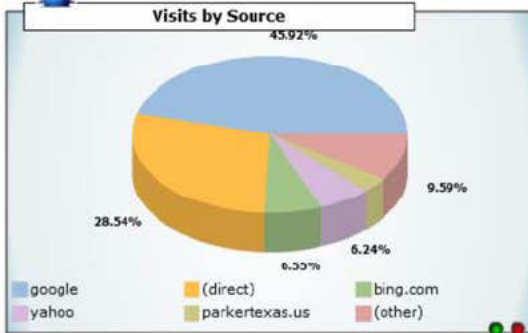
Visits by New and Returning



Geo Map Overlay



Visits by Source





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Carrie

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History Log

Help

Start Date:	<input type="text" value="09/1/2012"/>	Start Time:	<input type="text" value="12:00"/>	<input type="text" value="AM"/>	Content:	<input type="text" value="All Content"/>	<input type="button" value="Search"/>
End Date:	<input type="text" value="09/30/2012"/>	End Time:	<input type="text" value="11:59"/>	<input type="text" value="PM"/>	Actions:	<input type="text" value="Create"/>	<input type="button" value="Export"/>

Pages : 1

Title/Item	Date Modified	Modified By	Item	Action
Archive Center				
Archive Item - September 12, 2012 Meeting Link	9/7/2012 1:10:38 PM	Smith, Carrie	AMID 42 ADID 375	Create
Archive Item - September 17, 2012 Link	9/17/2012 1:57:12 PM	Smith, Carrie	AMID 50 ADID 378	Create
Archive Item - September 18, 2012 Meeting Link	9/17/2012 9:04:45 AM	Smith, Carrie	AMID 39 ADID 377	Create
Archive Item - September 27, 2012 Meeting Link	9/24/2012 8:03:33 AM	Smith, Carrie	AMID 44 ADID 379	Create
Archive Item - September 9, 2012 Blotter Link	9/10/2012 1:54:59 PM	Smith, Carrie	AMID 50 ADID 376	Create

Calendar

Event - Link	9/21/2012 1:08:36 PM	Smith, Carrie	CID 14 EID 468	Create
Event - Link	9/21/2012 10:31:25 AM	Smith, Carrie	CID 14 EID 466	Create
Event - Link	9/18/2012 2:18:16 PM	Smith, Carrie	CID 14 EID 465	Create
Event - Link	9/18/2012 2:17:11 PM	Smith, Carrie	CID 14 EID 464	Create
Event - Link	9/7/2012 1:13:51 PM	Smith, Carrie	CID 14 EID 460	Create
Event - Link	9/4/2012 10:09:33 AM	Smith, Carrie	CID 14 EID 459	Create
Event - Family Event to be held in the Parker Preserve. Watch for updates on the City webpage. Link	9/7/2012 1:17:47 PM	Smith, Carrie	CID 14 EID 461	Create
Event - Federal, State and County Election Link	9/21/2012 10:37:12 AM	Smith, Carrie	CID 14 EID 467	Create
Event - Have 2 Ways Out! Link	9/27/2012 2:55:28 PM	Smith, Carrie	CID 14 EID 470	Create
Event - Historical Society - Barn Restoration Project Link	9/17/2012 10:09:36 AM	Smith, Carrie	CID 14 EID 463	Create
Event - Historical Society - Barn Restoration Project Link	9/17/2012 10:09:10 AM	Smith, Carrie	CID 14 EID 462	Create
Event - Work Session to discuss Parkerfest 2012. Link	9/25/2012 8:14:45 AM	Smith, Carrie	CID 14 EID 469	Create

Document Center

Document - CCpkt2012_09_18 Final Link	9/14/2012 11:14:09 AM	Smith, Carrie	FID 31 DID 1026	Create
Document - Combined Articles V 1 Link	9/14/2012 8:25:09 AM	Smith, Carrie	FID 9 DID 1024	Create

News Flash

Item - Congratulations to the PVFD Raffle Winners Link	9/24/2012 7:57:04 AM	Smith, Carrie	CID 1 AID 202	Create
Item - Dove Season to begin with a BANG... Link	9/4/2012 12:52:50 PM	Smith, Carrie	CID 1 AID 197	Create
Item - Have 2 ways Out! Link	9/21/2012 1:58:40 PM	Smith, Carrie	CID 1 AID 201	Create
Item - November 6 - Election Day Link	9/21/2012 1:27:37 PM	Smith, Carrie	CID 1 AID 199	Create
Item - Parker's 29th Annual Fire Department Fundraiser Link	9/21/2012 1:20:10 PM	Smith, Carrie	CID 1 AID 198	Create
Item - ParkerFest 2012 0 October 20 Link	9/21/2012 1:38:52 PM	Smith, Carrie	CID 1 AID 200	Create

Notify Me

Message - City Hall News and Updates Link	9/21/2012 1:16:49 PM	Smith, Carrie	ListID 175 MID 75	Create
Message - City Hall News and Updates Link	9/14/2012 11:29:24 AM	Smith, Carrie	ListID 175 MID 73	Create
Message - City Hall News and Updates Link	9/7/2012 1:29:32 PM	Smith, Carrie	ListID 175 MID 72	Create
Message - National Night Out is only a week away Link	9/26/2012 8:49:47 AM	Smith, Carrie	ListID 175 MID 76	Create
Message - P&R Meeting Cancelled Link	9/18/2012 2:16:30 PM	Smith, Carrie	ListID 175 MID 74	Create

RequestTracker

Request - Contact Us	9/19/2012 2:57:10 PM	Cowart, Jenda	Create
Request - Contact Us	9/19/2012 2:14:05 PM	Lewis, Andy	Create
Request - Contact Us	9/14/2012 2:26:02 PM	Vick, Bill	Create
Request - General Questions	9/29/2012 10:09:38 AM	Lewis, Steve	Create
Request - General Questions	9/27/2012 12:09:52 PM	Vick, Bill	Create
Request - Potholes	9/4/2012 9:27:32 AM	john, john	Create
Request Comment -	9/24/2012 10:02:03 AM	Smith, Carrie	Create
Request Comment -	9/24/2012 9:28:05 AM	User, Anonymous	Create
Request Comment -	9/12/2012 8:26:26 AM	Smith, Carrie	Create
Request Comment -	9/12/2012 8:13:45 AM	Smith, Carrie	Create
Request Comment -	9/11/2012 9:28:03 AM	User, Anonymous	Create