



AGENDA

CITY COUNCIL REGULAR MEETING

JANUARY 21, 2025 @ 5:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, January 21, 2025 at 5:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker, Texas. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

CALL TO ORDER – Roll Call and Determination of a Quorum

WORKSHOP(5:00 – 6:00 PM)

1. PROPOSED PERSONNEL POLICY MANUAL

[Proposed Personnel Policy Manual](#) (pages 5 – 60)

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION (6:00 – 7:00 PM) – Pursuant to the provision of Chapter 551, Texas Government Code the City Council may hold a closed meeting..

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

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

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

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

RECONVENE REGULAR MEETING.

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..

ITEMS OF COMMUNITY INTEREST

2. NOISE COMMITTEE - WEDNESDAY, JANUARY 22, 2025, 2 PM
COMP PLAN REVIEW –JOINT CC/P&Z - THURSDAY, JANUARY 23, 2025, 5:30 PM
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, FEBRUARY 12, 2025, 5 PM
- CITY FILING DEADLINE- FRIDAY, FEBRUARY 14, 2025, 5:00 PM
- THURSDAY, APRIL 3, 2025 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 3, 2025, GENERAL ELECTION

INDIVIDUAL CONSIDERATION ITEMS

3. APPROVAL OF MEETING MINUTES FOR JANUARY 7, 2025. [REGULAR MEETING]
4. DISCUSSION, CONSIDERATION, AND/OR ANY APPROPRIATE ACTION ON MAYOR PRO TEM REED'S RESIGNATION.
5. RECEIVE A REPORT FROM STAFF, DISCUSS, AND PROVIDE DIRECTION TO STAFF ON CONSTRUCTING THE CONNECTION FOR THE NEW PUMP STATION. [TAKE POINT #2 WATER CONNECTION]
6. CONSIDERATION AND/OR ANY OTHER ACTION ON AN ORDINANCE ENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION. [ORDINANCE NO. 888]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-824 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA).
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-828 APPROVING AN AMENDED INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES, AND LAW ENFORCEMENT [AMENDING TO RESOLUTION 2023-759, APPROVED 2025 0919].

ROUTINE ITEMS

9. UPDATE(S):

PROJECTS IN PROGRESS

FM2551
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)
NOISE COMMITTEE
LEWIS LANE
CHAPARRAL INTERSECTION WITH ALLEN HEIGHTS
ANY ADDITIONAL UPDATES
ENTERPRISE

MONTHLY/QUARTERLY REPORTS

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

[December 2024 – Court Report](#)

[December 2024 - Finance \(monthly financials\) Report](#)

[November - December 2024 – Police Report](#)

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

DONATION(S)

10. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Ashley Granata donated McAlister's Deli valued at \$60 to the Police Department.

The Harvey Family donated cookies valued at \$20 to the Police Department.

The Cummings Family donated cookies valued at \$15 to the Police Department.

The Levy Family donated chocolates valued at \$30 to the Police Department.

Chip and Linda Justice donated Tiff's Treats valued at \$50 to the Police Department.

FUTURE AGENDA ITEMS

11. FUTURE AGENDA ITEMS

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 to the requirement that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before January 17, 2025, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at www.parkertexas.us

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.

Date Notice Removed

Patti Scott Grey

City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Mayor Pettle
Estimated Cost:	Date Prepared:	January 13, 2025
Exhibits:	Proposed Personnel Policy Manual (pages 5 – 60)	

AGENDA SUBJECT

PROPOSED PERSONNEL POLICY MANUAL

SUMMARY

Please review information provided and be prepared to discuss.

POSSIBLE ACTION

City Council may approve, deny, or direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ <i>xx</i> /2025

City of Parker

PERSONNEL POLICY MANUAL

PROPOSED

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CHAPTER 1 – CITY POLICIES

Section 1.1 **Introduction**

The purpose of the personnel policy manual is to promote understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures. This manual is designed to acquaint all employees with the City and provide information about working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the City to benefit employees. It is not intended to give specific guidelines for every conceivable personnel action; it does not replace in-person conversations with your supervisor. Because of the variety of services performed by the City, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. An employee who violates a City or departmental code of conduct, rule, policy, or procedure is subject to disciplinary action.

The City reserves the authority to modify, revoke, interpret, or terminate any or all the rules and regulations specified in the personnel policy manual in whole or in part, at any time, with or without notice. The issuance of the personnel policy manual does not constitute an express or implied contract between the City of Parker and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City of Parker, which is not consistent with the personnel policy manual.

The Human Resources function may be performed by a designated City employee with a different title; all references to "Human Resources" or "Human Resources Manager" refer to the assigned employee and his or her designee.

Section 1.2 **At-Will Employment**

Employment with the City of Parker is on an at-will basis. Employment with the City is for no fixed or definite term. At-will employment means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. No agreement or promise regarding an employee's terms or conditions of employment is binding on the City unless such agreement is in writing, approved by the City Council, and signed by the Mayor. This personnel policy manual does not constitute a contract of employment. Nothing in this personnel policy manual is intended to alter the continuing at-will status of employment with the City.

Section 1.3 **Equal Opportunity Employer**

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, color, religion, sex, sexual

orientation, gender identity, national origin, disability, genetics, veteran's status or other unlawful basis, is prohibited.

Section 1.4 **Inappropriate Conduct and Prohibited Harassment**

All City employees are entitled to a workplace free of unlawful harassment and inappropriate conduct by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in inappropriate conduct and unlawful harassment of other employees, citizens, vendors, and all other third parties.

Unlawful Sexual Harassment

- All types of sexual harassment are prohibited. "Sexual harassment" means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if submission to the advance, request, or conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- submission to or rejection of the advance, request, or conduct by an individual is used as a basis for a decision affecting the individual's employment; or
- the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

It is an unlawful employment practice if sexual harassment of an employee occurs and the City's management or a supervisor (1) knows or should have known that the sexually harassing conduct was occurring; and (2) fails to take immediate and appropriate corrective action.

Inappropriate Conduct and Other Prohibited Harassment

In addition to the State law prohibiting sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, sexual orientation, gender, gender identity, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping;

threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic.

Conduct, comments, or innuendoes that may be perceived by others as offensive are inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats and travel situations as well.

Mandatory Reporting

The City requires that employees report all perceived incidents of harassment or inappropriate conduct, regardless of the offender's identity or position.

Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

- the Department Head
- the City Administrator or
- Human Resources

Any supervisor, manager, or department head who becomes aware of possible conduct prohibited by this policy must immediately advise the department head and/or the City Administrator.

Under this policy, an employee may report to and/or contact the City Administrator, without regard to the employee's normal chain of command:

Voice messages or e-mails may be left at any time.

Investigation

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with City investigations and to maintain confidentiality.

Retaliation Prohibited

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action

The City will take immediate and appropriate action upon receipt of a sexual harassment complaint.

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

Section 1.5 **Drug and Alcohol Use Policy/Testing**

It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs

While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or have a detectable amount of alcohol in his/her system (.02) (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment.

Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Police Department Employees

Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

Mandatory Disclosure by Employees

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Administrator if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

Employees Who Are Called Out

Employees who are aware they are subject to being called out are expected to be fit for duty upon reporting to work.

Any employee who is called out is governed by this policy. If a situation occurs where the employee called out has a detectable amount of alcohol in his/her system (.02) or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Arrests and Convictions

Employees must notify their immediate supervisor and the department head, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

Off-Duty Conduct

The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Any employee reporting to work under the influence of illegal drugs or with a detectable amount of alcohol (.02 bac or higher) may be disciplined, up to and including termination.

Rehabilitation/Treatment

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of

absence to participate in a rehabilitation or treatment program. An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action. The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The employee is responsible for all costs associated with any rehabilitation or treatment program. The cost of any rehabilitation or treatment may be partially covered under the City's group health insurance policy.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available Vacation leave or Sick leave.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City approved leave for rehabilitation or treatment is conditioned on the following:
 - Initial negative test for drugs and/or alcohol before returning to work;
 - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
 - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
6. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and
7. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the City Administrator. The employee must meet with the City Administrator to discuss the terms of continued employment and sign a formal agreement before returning to work.

Policy Violations

Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their

supervisor or the City Administrator to receive assistance or referrals to appropriate resources in the community.

TESTING

Types of Tests

Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedure.

Testing of Applicants

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for illegal and unauthorized drugs.

A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

Testing of Employees

1. Employees will be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. The City may conduct random testing on employees holding safety sensitive positions in the police department, fire department, and public works departments.
3. Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia, or credible reports of drug use even if anonymously provided) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol.
5. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
6. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
7. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.

8. A positive test result is a violation of the City's Drug and Alcohol Use Policy and will result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
9. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees (below) for additional information.

Testing Procedures

1. All testing must normally be authorized in advance by both the employee's department head and the Human Resources Manager. If the department head is unavailable within a reasonable period of time, the Human Resources Manager, with sole discretion, authorize the testing of an employee. If the Human Resources Manager is unavailable within a reasonable period of time, the department head or Human Resources Manager may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is has any detectable amount of alcohol or illegal/unauthorized drugs. Testing should be arranged as soon as possible after the supervisor's articulable observations and no later than 4 hours after the articulated observations.
2. If an employee is involved in workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the City Administrator and Human Resources; supervisors on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES

Employees/Applicants Subject to Testing

The City complies with the U.S. Department of Transportation's (DOT) physical mandated by the Federal Motor Carrier Safety Administration (FMCSA) applicable to employees in positions requiring a Commercial Driver's License (CDL). A DOT physical helps determine if a driver is physically, mentally, and emotionally fit to operate a CMV. For your safety and the public's safety, FMCSA requires all CDL holders to complete and pass a DOT physical to maintain a valid commercial driver's license.

Covered drivers must also comply with DOT drug testing and alcohol testing procedures.

Questions

Anyone with questions regarding this policy should contact the Human Resources Manager.

Section 1.6 Nepotism **(Employment of Relatives)**

This policy is designed to prevent conflicts of interest and perceptions of biased conduct and to maintain the confidentiality of restricted information.

Hiring & Employment of Relatives. The City will not hire a relative of a current employee without the express written authorization of the City Administrator. Continuing employment of employees who become relatives after they are hired is subject to the following:

- No employee may supervise, review, or process the work of a relative;
- The employees' relationship must not create an actual or potential conflict of interest;
- There can be no interdependence or relationship between jobs that might be potentially detrimental to the City;
- Relatives cannot work in the same Department; Department Heads cannot have a relative in their own or in another Department.

Mayor, Council Members, and City Administrator.

- Relatives of the Mayor may not work for the City.
- Relatives of City Council members may not work for the City.
- Relatives of the City Administrator may not work for the City.

Employee Dating. Department Heads are prohibited from dating another City employee. Other supervisors are prohibited from dating anyone in their own Department and are discouraged from dating employees in other Departments, especially if the relationship (or dissolution of the relationship) might reasonably create a disruption to the work environment, create a conflict of interest or the appearance of a conflict of interest, or lead to charges of favoritism, discrimination, or sexual harassment.

If a dating relationship is permitted under this policy, repeatedly asking out someone who is not interested is still a violation of this policy. For purposes of this policy "dating" includes both serious and casual dating and other conduct associated with romantic or sexual relationships. Anyone with questions as to whether an existing or potential relationship is prohibited by this policy is directed to discuss it with their Director, Human Resources, and/or the City Administrator's Office.

Required Disclosures.

- **Job Applicants.** Job applicants, both internal and external, must disclose during the hiring process if they are related to or are dating the Mayor, a Council Member, or a current City employee.
- **Current Employees.** Employees are required to notify the Human Resource department of the following:
 - **Relatives Seeking Employment.** Employees who know that a relative is or has applied for employment with the City must immediately notify Human Resources.
 - **Impending Relationships.** The City recognizes that future situations may arise where employees who were not relatives or who were not dating when hired may subsequently become related to or consider dating another City employee. If a romantic relationship, engagement, marriage, reorganization, or other situation will result in a violation of this policy, affected employees must immediately inform the appropriate Department Head and Human Resources.
- **Supervisors.** Supervisors must immediately disclose to the Human Resource department any known or suspected violations of this policy, as well as any impending relationships that will or may be in violation. Human Resources will work with Department Heads and the City Administrator to determine if this policy is or will be violated and coordinate any further action.

Application. This policy applies to all employees. Relationships that violate this policy will, unfortunately, result in the termination of one or both employees if a transfer or other resolution is not workable.

Definition of Relative. The definition of a “relative” is applied broadly and includes an employee’s:

- Mother, father, daughter, son, sister and brother;
- Stepparent, stepchild, and stepsibling;
- Aunt, uncle, niece, nephew, grandparent, and grandchild;
- Great-grandparent and great-grandchild;
- Spouse and the spouse’s mother/father, brother/sister, son/daughter, aunt/uncle, niece/nephew, grandparent, grandchild, great-grandparent and great-grandchild;
- Former spouse, fiancé, “significant other,” and members of the same household.

Section 1.7 **Conflict of Interest and Outside Employment**

It is the policy of the City of Parker to establish that no officer or employee shall give occasion for distrust of integrity, impartiality, or devotion to the best interests of the City and the public trust held by such persons.

No officer or employee shall use or attempt to use his official position to secure special advantage, privilege or exemption for him or herself or others.

To guard against a potential conflict of interest, no employee of the City of Parker may engage in any outside employment or self-employment without first securing approval, in writing, from his or her Department Head and approved by the City Administrator.

Section 1.8

Health/Medical Examinations/Fitness for Duty

The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health and fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

Serious Health Condition/Disabilities

The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment.

As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

Medical Exams for Current Employees

The City Administrator, or an employee's department head (with the prior written approval of the City Administrator) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. Any requested medical examinations of employees will be job-related and consistent with business necessity.

Medical Information from an Employee's Doctor

Under certain circumstances, the City Administrator may require employees to provide medical information from their healthcare provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

Genetic Information

In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

Medical Records

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and

managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

Return to Work/Fitness for Duty

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the City Administrator. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

Time Off from Work

Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave but may be retroactively changed to Sick or Vacation leave as circumstances warrant.

Section 1.9 **Americans with Disabilities Act**

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the City Administrator.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate Supervisor, Department Head, or the City Administrator.

Section 1.10 **Modified Duty Assignments**

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion.

A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's

employment with the City; the employee's performance and disciplinary history in making modified duty assignments.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond thirty (30) calendar days without an evaluation by the employee's treating physician and a recommendation from the department head to the City Administrator. Only the City Administrator may approve an extension of a modified duty assignment.

Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by the treating physician or revert to workers' compensation indemnity payment or accumulated leave benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for leave benefits under City policy and salary continuation benefits under workers' compensation, but may still be granted unpaid leave.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury. This policy will be enforced consistent with the City's obligations under the ADA/ADAAA.

Section 1.11 **Social Media Policy**

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees, and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City.

The term "social media" encompasses Twitter, Facebook, Snapchat, TikTok, LinkedIn, Instagram, Threads, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.

Use of City's Internet

Use of the City's Internet is a privilege and City employees must responsibly and ethically use it. The City may monitor an employee's access, use, and postings to the City's Internet to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. Employees have no expectation of privacy when using the City's internet.

The City expects all employees to follow the Guidelines below when posting information on

the City's Social media sites.

Other City Policies

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides an effective system for employee complaints through the "General Complaint and Grievance" policy without resorting to social media.

Employee Guidelines: Use of City's Social Media on Work Time

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

- Blogging, or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.
- Employees must obtain written authorization from the City Administrator to update or post on social media sites on behalf of the City and all content must be approved prior to posting.
- All the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of social media on work time and on City equipment on City networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communication systems or equipment at any time.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City regarding information sent through the City's Internet.
- Individual supervisors do not have the authority to make exceptions to these guidelines.

Employee Guidelines: Use of Personal Social Media While not on Work Time

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below.

- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media. Recognize that postings on your social media site, even if done off premises and while off duty, could have an adverse effect on the City's legitimate business interests.

- Respect coworkers and the City. Do not put anything on your personal social media site that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not put anything on your personal social media site that may constitute violation(s) of the City's Inappropriate Conduct and Prohibited Harassment policy.
- Do not post any pornographic pictures of any type that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.
- Do not post pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.
- Do not post information on your personal social media site that could adversely impact the City and/or an employee of the City.
- Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.

PROPOSED

CHAPTER 2 – EMPLOYMENT

Section 2.1 **Employee Applications**

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Section 2.2 **Employee Classifications**

Exempt Employees

Salaried executive, administrative, and/or professional employees earning \$684 per week or more and who meet all of the exempt requirements of the FLSA are exempt under FLSA and are not eligible for overtime pay. Exempt employees usually work in excess of forty hours per week. Due to the nature of exempt work, exempt employees may work irregular, incidental, casual or discretionary hours beyond their normal work schedule. Such hours are an integral part of the job. The job description should inform employees whether their position is exempt.

However, exempt personnel may be allowed to flex time at the discretion of the City Administrator if the employee worked over the required eighty (80) hours during a pay period. Exempt personnel wishing to flex time off are expected to obtain approval in advance from the City Administrator. Exempt employees will not be paid for any additional hours worked upon separation.

Non-Exempt Employees

Non-Exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Full Time Employees

Full-time employees are those persons employed to work a regular full schedule. Each full-time employee is eligible for all benefits provided by the benefits plan currently in effect, subject to any waiting periods defined in specific plans.

Part Time Employees

Part-time employees generally work fewer than 18 hours per week and are paid on an hourly basis. Part-time employees do not participate in or receive employee benefits.

Seasonal Employees

Employees may be hired on a seasonal basis and are paid on an hourly basis. Seasonal employees do not participate in or receive benefits.

Section 2.3 **Selection Process**

The Department Head shall determine the most appropriate means of selecting applicants using job requirements to identify the best qualified and best suited applicant(s). Reference checks, interviews, assessment centers, medical examinations, performance tests, written tests, and other selection methods may be used.

Applicants shall be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed requirements for the position(s) involved.

Section 2.4 **Training and Evaluation Period**

All regular employees shall be placed in a training and evaluation capacity for a period of three (3) months, with the exception of police personnel, who shall be placed in a training and evaluation capacity for a period of twelve (12) months. This training and evaluation period will be utilized for closely observing the employee's work; for securing the most effective adjustment for a new employee to the position; and for dismissing any employee whose performance does not meet the required work standards. During this training and evaluation period, employees have no opportunity to appeal their termination.

Section 2.5 **Working Hours/Attendance**

City Administration office hours are from 8:00 a.m. until 5:00 p.m. Monday-Friday. Scheduled working hours, lunch and rest breaks are established for each department employee by their respective department head. This schedule may change from time-to-time depending on the needs of the City of Parker. City offices are closed on Saturday and Sunday. Regular and reliable attendance is expected for all employees.

Section 2.6 **Promotional Opportunities**

Employees interested in promotional opportunities must apply through the Administration Department when opportunities are officially posted. The hiring supervisor will be allowed to review the employee's personnel file.

The City of Parker reserves the right to select individuals that it deems best suited for positions consistent with equal opportunity laws and fairness.

Section 2.7 **Transfers**

A transfer is the assignment of an employee in one position to another position at the same rate of pay. As with any other job opportunity, employees interested in a transfer must apply through the Administration Department when such an opportunity is officially posted. (This does not include internal transfers within a specific rank or classification within a department.) The hiring supervisor will be allowed to review the employee's personnel file.

A transfer does not affect the current rate of pay.

There will likely be no objection to capable employees transferring between departments provided the following conditions are met:

- Both department heads are aware of it and agreeable **before** contact is made with the employee.
- That the employee is the best available person to fill the job that is open.
- That the employee is qualified to handle the new job and it will not create undue hardship in the department that the employee is leaving.

Section 2.8 **Voluntary Demotion**

Voluntary demotions occur whenever employees apply for and accept a position at a lower pay rate. Prior to accepting the job offer, the Department Head and the City Administrator will decide the pay rate for the demotion, but it must be within the pay range of the lower job classification.

Section 2.9 **Involuntary Demotion**

An involuntary demotion occurs whenever a Department Head makes an administrative decision to permanently reassign an employee to a lower pay rate or reduced responsibilities. Compensation for an employee involuntarily demoted will be determined on a case-by-case basis by the Department Head and City Administrator depending on the circumstances of the demotion.

Section 2.10 **Temporary Assignments**

An employee may temporarily be paid at a higher base rate of pay if he or she performs all the duties of a higher job classification for a prescribed period of time. A temporary assignment to a higher job classification does not constitute a promotion and shall not be used to circumvent normal selection procedures. The employee involved shall not acquire any status or rights in the class to which temporarily assigned.

The City of Parker reserves the right to assign higher-level duties to an employee without additional compensation. Additional compensation for temporary assignments or acting duty shall be paid only if officially authorized by the Department Head and City Administrator.

Section 2.11 **Layoffs – Reduction in Force**

An employee may have his/her employment terminated due to the elimination of budgeted positions by the City Council. This is a non-disciplinary termination and is not subject to appeal.

Section 2.12 **Searches**

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the City Administrator. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

Section 2.13 **Telephone Contact**

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

- No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work-related matters.
- All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

CHAPTER 3 – WORK PERFORMANCE

Section 3.1 **Periodic Reviews**

It is a goal of the City to establish a uniform and equitable plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the City and to reward meritorious service.

Newly hired employees will experience an intense period of job orientation for the first several months of employment. New employees will be evaluated on job performance as often as necessary. Employees will be evaluated three months after hire, and Police Officers will be evaluated 12 months after hire; all employees will be evaluated annually thereafter.

Periodic reviews may be performed when an employee's performance does not meet expectations or in any other event that the supervisor determines a performance review is needed.

If an employee believes he/she has received an unfair or incorrect performance evaluation, it should first be discussed with the Department Head during the initial evaluation interview. Written comments on the evaluation form are allowed, or they may be attached to the form, regarding why the employee contends the evaluation is unfair or incorrect. Written comments shall become part of the personnel file. Signing an evaluation does not indicate agreement with the review, only that it has been received.

Section 3.2 **Education and Training**

All employees shall have the knowledge and expertise to do their job. Employees will have the minimum educational standard required for their position. In addition, the City of Parker will work to provide the following:

- On the job training - Each employee will receive training on procedures, policy, and equipment from their supervisor and other employees in similar positions.
- Government required education and registration – All employees so required will achieve and maintain their own educational and registration requirements.
- Additional training and education – From time to time, additional training and education will be required to enhance job performance, knowledge, skills and ability.

Section 3.3 **Memberships in Organizations and Associations**

The City of Parker may pay for memberships in organizations and associations whose objectives and purposes are directly related to the objectives and purposes of the City. Each Department Head will be responsible for approving payment for membership in the organization.

CHAPTER 4 CONDUCT

Section 4.1 **Commitment**

The City of Parker expects each employee to provide quality public services by meeting high standards of job performance and conduct and by following established policies, procedures, rules, regulations, and practices. For this reason, all employees are to be treated as responsible adults in the employment relationship. Employees are expected to meet the City of Parker's performance standards and perform his/her job in an efficient and safe manner. Supervisors will provide a written job description and performance expectations. Employees are expected to hold a high level of commitment to the City of Parker organization. This commitment should be shown through cooperation, good work habits, and high standards of efficiency, economy, and accountability in the public service.

Section 4.2 **Personal Appearance**

All employees, regardless of work location and degree of public contact, are expected to maintain a good personal appearance and an acceptable standard of cleanliness and personal hygiene at all times.

While it is not the City's intention to dictate the personal wardrobe of employees, the appearance and dress of employees are important in creating a favorable image supportive of public confidence. In general, dress and grooming which management might consider faddish, extreme, slovenly, or overly casual should be avoided. The following guidelines should prove helpful:

1. Appearance of all employees should be businesslike and within the limits of common sense and acceptable community standards. Employees should wear clothing that is neat, clean, professional, attractive and suitable for business, except when fieldwork is required. Very casual clothing and evening wear are not appropriate.
2. Those employees who are issued uniforms are expected to wear them and present a neat and clean appearance. Identification badges should be worn when appropriate.
3. Grooming, hairstyle and length should be the individual's choice, but should avoid extremes, be neat, clean, and suitable for business. Safety concerns may override some employee preferences. Accessories and shoes should be functional and safe for the type of work performed. Since it is impossible to foresee all possible individual variations in dress and style, employees should be alert to the reactions of other employees and the public to their appearance.
4. Judgment is to be exercised by the department head to assure that equitable and uniform application of the guidelines prevails. An employee whose personal appearance is unacceptable to these general standards will be informed of this immediately and may be sent home. If the problem is not corrected promptly and cooperatively, he or she may receive disciplinary action.

Section 4.3

Contact with the Public and the Media

Employees are the ambassadors of the City to all they meet. Employees must be courteous, polite, and helpful. Nothing they do or say should detract from the public image of the City. If the help that is needed is “not your job,” courteously find the people or direct the person to the right people to assist them. If they ask, explain to anyone what you are doing and why you are doing it.

If the person is asking about the policies and opinions of the City, direct them to your supervisor.

Contact with the media is centralized to the City Administrator as Public Information Officer (PIO). Media contact dealing with police business goes through the Chief of Police. If a member of the media contacts an employee, the employee needs to refer them to the appropriate official.

Section 4.4

Electronic Communications and Systems Access Use

The City may provide computer networks, internet access, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems.

The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

Internet, Instant Message and Email Access

Users desiring Internet, and/or email access must obtain written permission from their department head and provide it to the City Administrator. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account.

Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

Acceptable Use

Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The City prohibits connection to sites or forwarding of information

that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any City-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Personal use of City electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

Unacceptable Uses of Electronic Communications Systems include:

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers **or** third parties.
- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the City network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission.
- Expressing opinions or personal views that could be misconstrued as being those of the City.
- Expressing opinions or personal views regarding management of the City or other political views.
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- The use of TikTok on a City-issued device is strictly prohibited; the City Administrator may prohibit the use of any other social media site, software, or application to protect the integrity of the City's network.

Responsibility

The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location.

Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

No Right of Privacy/Monitoring

Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. To ensure proper use of its

electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to: employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using City systems and user internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy.

Copyright Restriction

Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the City Administrator is required before introducing any software into the City's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

Cybersecurity Awareness Training

The City will conduct cybersecurity training in compliance with State law (HB 1118) and regulations for all employees, council members and any other person who has access to the City's computer network and/or IT infrastructure.

Section 4.5

Cell Phone Use in the Workplace

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of personal cell phones, including those with a texting, camera and/or video playing capability is not permitted during work time without a supervisor's approval.

Employees who are permitted by a supervisor to use a personal cell phone while at work must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs.

Employees who use cell phones to violate City policy, including the City's Inappropriate Conduct and Prohibited Harassment Policy, will be subject to disciplinary action.

Employees with City-issued cell phones are allowed to use City cell phones for personal phone calls.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting. Employees using City -issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones.

Public Information Act

Employees are advised that records related to calls and text messages made and received on City issued cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act.

If an employee uses a personal phone or device for City related business, that phone or

device may be subject to disclosure under the Public Information Act of the State of Texas. Texas Government Code § 552.004, §552.233. Employees, including former employees, who possess City records on a personal device are required to either transfer the information to the City or to preserve the information in accordance with law and provide it to the City upon request. City information may be transferred from personal devices to the City by forwarding to the City Secretary.

Section 4.6 **City Property/Equipment Use**

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.

At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

Personal Use Prohibited

City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the City Administrator, or the Department Director.

Tobacco Use Prohibited

The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed. Employees should not smoke at a resident's home. Employees are welcome to smoke on their rest breaks outside of the building in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

Mileage Reimbursement

An employee will receive mileage reimbursement for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Administrator.

Mileage will be reimbursed at the current IRS mileage reimbursement rate.

Take Home Vehicles

A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off-duty hours to locations other than the employee's normal work location. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the City Administrator. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a City vehicle. Police vehicles used by employees on call 24-hours are normally exempt from the benefit tax liability.

Use of City Vehicles

City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the department head.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- At no time may an employee under the influence of alcohol or with a presence in the system of illegal drugs drive a City vehicle or a personal vehicle while conducting City business.
- Employees involved in an accident while operating a City vehicle, or while operating a personal vehicle on City business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, Department Head, and/or City Administrator. Accident reports, along with any law enforcement report, must be filed by the employee with the City Administrator.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

PROPOSED

CHAPTER 5 DISCIPLINE, APPEALS and GRIEVANCES

Section 5.1 **Discipline**

The City's discipline policy emphasizes the employee's responsibility for the consequences of his or her own behavior, with a focus on communicating expectations for changes in behavior and needed improvement. It also emphasizes that the disciplinary process should be fair to both the employee and the City and as consistent among employees and as appropriate to the individual situation as is practicable. The City's discipline policy and procedures apply to all City employees, except Council appointees and contractual employees, unless otherwise specifically stated.

Employees may be disciplined or discharged at any time and for any or no reason at the discretion of the City. The policy and procedures are only guidelines for supervisory actions; they are not intended to be inclusive of every possible situation. Furthermore, nothing in the policy is meant to imply that disciplinary steps or action must be taken in any particular order. No employee is entitled to progressive discipline.

Section 5.2 **Grounds for Disciplinary Action**

Every employee is expected to consistently maintain satisfactory performance standards. Continuing performance deficiencies, unlike the isolated violations noted in the subsequent sections of this chapter, should first be addressed by the mutually cooperative efforts of the supervisor and employee. Those efforts include but are not limited to:

- An analysis of the problem;
- A determination of needed changes and assistance; and
- Implementation of a corrective plan of action and establishment of achievement dates.

If performance standards are not met within a reasonable period of time, the employee, depending upon the reasons for failure, may be transferred, demoted, or terminated.

The following types of conduct are unacceptable and may be cause for discipline up to and including termination, depending upon the facts and circumstances of each case. The examples given below are typical, but not all-inclusive:

1. Unsatisfactory attendance is exemplified by, but is not limited to, the following violations:
 - Unexcused absence or tardiness; Failure to give notice of an absence or tardiness to the supervisor thirty (30) minutes before starting time, or as may be prescribed by departmental policy;
 - Separate absences or days of tardiness which exceed the average absences of days of tardiness of the employee's work group and which lack sufficient justification;
 - Failure to notify supervisor before leaving; or failure to return to work after any authorized leave of absence;

- Unscheduled absences in conjunction with weekends, holidays or other scheduled time off;
- Absence or tardiness that causes disruption of services; or excessive amounts of time off the job, regardless of the reason.

2. Abandonment occurs when an employee, without authorization, is absent from the job, or refuses a legitimate order to report to work, for two (2) consecutive workdays. The employee is deemed to have abandoned his/her job and may be terminated. Any unauthorized leave shall be unpaid.

3. Insubordination, including an inability or unwillingness to perform assigned work satisfactorily is exemplified by, but is not limited to, the following violations:

- Failure to follow routine written or verbal instructions;
- Arguing over assignments or instructions;
- Disrespectful or challenging conduct towards supervisor;
- An accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner;
- Failure or refusal to follow the lawful and specific orders or instructions of a supervisor or higher authority; and/or
- Pursuit of a denied request to a higher authority without revealing the lower-level disposition/failure to exhaust chain of command without excuse.

4. Indifference toward work is exemplified by, but is not limited to, the following violations:

- Inattention, inefficiency, loafing, sleeping, carelessness, or negligence;
- Reading social media or unauthorized material, playing games, watching television, movies or other non-work-related video content, or otherwise engaging in entertainment while on the job and/or in view of the public.
- Failure to remain at one's workstation without notifying the supervisor, leaving work without permission, or taking more time than allowed for meal or rest break periods;
- Performance of personal business on work time;
- Interference with the work of others; or
- Discourteous or irresponsible treatment of the public or other employees.

5. Sabotage is exemplified by, but is not limited to, the following violations:

- Deliberate damage to or destruction of City equipment or property;
- Defacing of City property;
- Unauthorized alteration, removal, destruction, or disclosure of City records (this conduct may also violate criminal laws);
- Advocacy of or participation in unlawful trespass or seizure of City property;
- Encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;
- Encouraging City employees to disobey provisions of these rules and regulations, City ordinances, or other laws;
- Interference with the public use of or access to City services, properties, or buildings;
- Interference with the operations of City government; or

- Threats to commit any act of sabotage as defined in this subparagraph.

6. Safety violations are exemplified by, but are not limited to, the following violations:

- Failure to follow City or departmental safety rules and regulations;
- Failure to use required safety apparel;
- Removal or circumvention of a safety device;
- Lifting in a manner which may cause injury;
- Operations of a vehicle or other equipment in an unsafe, negligent, or careless manner;
- Smoking in a prohibited area;
- Endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
- Failure to immediately report an on-the-job injury, vehicle accident, or unsafe working condition;
- Failure of a supervisor to remove from the workplace or to assist to a safe location an employee whose mental capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress; or
- Failure to maintain an insurable driving record acceptable to the City.

7. Dishonesty is exemplified by, but is not limited to, the following violations:

- Acceptance of money or anything of value from a person subject to the regulatory decision or supervision of the employees;
- Failing to be honest and truthful to supervisors when questioned;
- Cheating, forging, or falsification of official City reports or records;
- False reporting of the reason for an absence, paid or unpaid; or
- Other falsifying action detrimental to the City, City employees, or others.

8. Theft, regardless of item value, is exemplified by, but is not limited to, the following violations:

- Unauthorized taking of City property, City supplies or the property of others;
- Unauthorized use of City or employee funds;
- Using or authorizing the use of City equipment, supplies, or employee services for other than official City business, including the unauthorized use of long distance or pay telephone services (including "900" toll calls); or
- Using or authorizing the use of City equipment or employee services without proper authority.

9. Abuse of drugs or alcohol is exemplified by, but is not limited to, the following violations:

- The manufacture, distribution, dispensing, possession, sale, purchase or consumption of drugs or alcohol during working hours, work breaks, lunch period, in a City vehicle or at any time while the employee is on City property;
- Entering City property or reporting to work unable to perform duties in an effective and safe manner due to the ingestion, inhalation or injection of a drug or ingestion and/or consumption of an alcoholic beverage;
- Employees may use legally prescribed drugs or over the counter medicines but must not use any drugs or medicines that impair his/her ability to perform the essential functions of his/her job safely and satisfactorily. Employees shall report to HR when an employee takes any medication that might impair their ability to

- perform the essential functions of his/her job;
- Criminal acts involving the use of illegal drugs or alcohol while off-duty are grounds for termination.

10. Disturbance is exemplified by, but is not limited to, the following violations:

- Fighting or boisterous conduct;
- Deliberate causing of physical injury to another employee or citizen;
- Use of profane, abusive, threatening, or loud and boisterous language;
- Harassment, as defined by the Texas Penal Code, or intimidation;
- Unlawful harassment, violation of Inappropriate conduct or equal employment opportunity policies;
- Spreading of false reports; or
- Other disruption of the harmonious relations among employees or between employees and the public.

11. Abuse of City property is exemplified by, but is not limited to, the following violations:

- Intentional, careless, or negligent damage or destruction of City equipment or property;
- Waste of materials or negligent loss of tools or materials;
- Improper maintenance of equipment; or
- Damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.

12. Misconduct is any criminal offense or immoral conduct, during or off working hours, which, on becoming public knowledge, could have an adverse effect on the City or the confidence of the public in City government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest, or confinement.

13. Violation of the City's Inappropriate Conduct and Prohibited Harassment policy.

14. An employee shall maintain high standards of moral conduct in his personal affairs and shall not be a participant in any incident which tends to or does impair his ability to perform as a City employee or cause the City to be brought into disrepute.

15. An employee shall notify his/her immediate supervisor of all traffic violations, arrest and/or convictions within twenty-four hours of any offense.

16. Except for sworn peace officers and those licensed by the State of Texas to carry a handgun, no employee of the City, shall carry a handgun or any other firearm into any City building or portion of a building, or any City vehicle.

17. Engaging in conflicts of interest could compromise the appearance of professionalism and impartiality necessary to public service. Examples of prohibited conduct that could constitute an improper conflict of interest are:

- No employee shall accept any gift, or favor from any citizen, person, firm, group or corporation that does business with the City or that might reasonably be expected by the donor to result in favorable or special treatment in the performance of the employee's official duties.

- No employee shall use his/her official position to secure or grant benefits, privileges, or special consideration to himself/herself or others beyond that which is available to every other citizen, person, firm, group, or corporation.
- No employee shall transact any business on behalf of the City in his/her official capacity with any business entity with which he/she is an officer, agent, or member, or in which he/she owns directly or indirectly an interest.
- No employee shall accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the City, or which might impair his/her independent judgment in the performance of his/her public duty.
- No employee shall receive any fee or compensation for his/her services as an officer or employee of the City from any source other than the City, except as may otherwise be provided by law. This shall not prohibit his/her performing the same type of other services for a private organization that he/she performs for the City if there is no conflict with his/her City duties and responsibilities.

Section 5.3 **Types of Disciplinary Action**

In making a decision as to what discipline should be recommended, the supervisor should consider such factors as the type and severity of the offense or offenses, the employee's work record, and any mitigating circumstances which may be relative to the situation.

The following disciplinary actions are not exclusive and may be initiated against an employee for violations of these Policies and/or City or departmental rules and regulations.

Verbal Counseling

Verbal counseling is best suited for a minor rule infraction or incident of substandard performance. Verbal counseling should identify violations and indicate areas needing improvement. A written record of this warning shall be maintained in the employee's personnel file.

Written Reprimand

A written reprimand is a formal warning of an infraction that may result in suspension, demotion, or termination should the violation recur. Both the supervisor and the employee should sign the written reprimand. Included in the written reprimand should be a statement of what changes in behavior are expected, when the next evaluation will be held and what penalty will be imposed if no changes are made by the employee. Copies of the written reprimand and all supporting documentation, if any, will become part of the employee's personnel file. The employee shall be given the opportunity to respond in written form to the written reprimand.

Suspension

A suspension is to bring about a change in behavior and results in time off without pay. The employee should be encouraged to reflect on his/her behavior during the suspension and to decide whether he/she wishes to correct the offending behavior or terminate his/her employment.

A Department Head may suspend an employee without pay for a period of not less than one (1) hour nor more than ten (10) working days. Prior to suspending an employee, a Department Head shall confer with the City Administrator. Suspension for more than ten (10) working days requires the written approval of the City Administrator. A suspension becomes a permanent part of the employee's personnel file.

Demotion

A Department Head may demote an employee for a disregard or violation of these Policies and/or any City or departmental rule or regulation, or for repeated refusal or inability to improve performance. Prior to demoting an employee, the Department Head shall confer with the City Administrator regarding the proposed demotion. Demotions may be either permanent or for a predetermined specified period of time and shall result in a reduction of salary. The demotion becomes a permanent part of the employee's personnel file.

Termination

An employee may be dismissed from employment at any time for any reason. The City Administrator must ratify any termination of an employee. The ratification will take place as soon as possible. An employee is not entitled to progressive discipline. For example, the City is not required to provide an employee with verbal counseling or a written reprimand before suspending, demoting, or terminating the employee.

Section 5.4 **Disciplinary Procedures**

Any disciplinary action, with the exception of oral reprimand/employee counseling, shall be presented in written form to the employee and the City Administrator specifying:

- The type of disciplinary action taken, i.e., written reprimands, suspension, or demotion;
- The specific rule violated;
- The specific incident, including date(s), if applicable, causing the action;
- A written or verbal response from employee regarding the allegations against him/her, if any;
- The employee's right to appeal to a specific office within a specified time; and
- The finality of the action if the employee fails to appeal within the specified time.

No discipline above oral reprimand/counseling shall be administered without prior approval by the City Administrator.

Section 5.5 **Appeals of Disciplinary Action**

An employee may appeal the following disciplinary actions to the Department Head if the discipline was imposed by a supervisor of lesser rank than the Department Head: a) Verbal Counseling b) Written reprimands. The decision of the Department Head will be final and non-appealable. If the Department Head makes the initial decision, no appeal is available.

The City Administrator has the authority to appoint, suspend or terminate any City employee.

The following actions may be appealed to the City Administrator: suspension, demotion and terminations. The appeal must be submitted to the City Administrator.

In order to appeal disciplinary actions, an employee must submit a written request for an appeal within three (3) business days, to the City Administrator. The decision of the City Administrator is final and no further appeal is available.

The appeal of disciplinary action will be an informal process wherein an employee will be given an opportunity to inform the City Administrator the action was not appropriate. The hearing will be confined to consideration of the reasons for the disciplinary action. If the reasons for the action have not yet been reduced to writing, they will be presented to the employee at least three (3) days prior to the hearing. The sole purpose of the hearing is to allow the employee an opportunity to respond to allegations of misconduct. It is not a formal evidentiary hearing.

Any appeal decision is final and non-appealable.

The procedures as set forth herein are intended to be used as guidelines only and are not to be interpreted as giving any employee substantive or procedural due process. All employees serve the City on an at-will basis. These guidelines do not alter the at-will relationship between the City and any employee.

Section 5.6 **Grievance Procedures**

Definition of Grievance. Employee complaints of inconsistent treatment, interpretation and/or application of City or departmental policies, procedures, or practices; and retaliation.

Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's supervisor. If the employee's supervisor is a Department Head, the employee should first discuss the grievance with the Department Head in an effort to resolve the matter informally.

If the matter is not resolved to the employee's satisfaction, the employee may submit the grievance in writing on or within seven (7) calendar days after the discussion with the supervisor.

An employee still dissatisfied after conferring with the employee's Department Head may present the grievance to the City Administrator within three (3) business days of receipt of the Department Head's decision. The City Administrator's decision is final.

If an employee is complaining about the City Administrator, the employee must submit his/her grievance to the City Council within three business days for its consideration.

If the City Administrator has a complaint, they may submit their grievance to the Council for its consideration not less than three business days of the desire to have the grievance considered by the City Council.

CHAPTER 6 PERSONNEL RECORDS

Section 6.1 **Personnel Files and Records**

The City of Parker will request, use and retain only that personal information about employees that is required for business or legal reasons. The confidentiality of all personal information in City records and files will be protected, preserved, and maintained for all City employees in compliance with State and Federal laws.

Employees have access to personal information in his/her personnel files and will have the right to correct inaccurate information or express, in writing, disagreement with the accuracy of information maintained.

PROPOSED

CHAPTER 7 SAFETY

Section 7.1 **Safe Working Conditions**

It is the policy of the City to make every effort to provide healthy and safe working conditions for all its employees.

1. Employees will follow all established safety regulations and use all safety equipment provided by each department.
2. Each department head is responsible for reviewing all work procedures and enforcing all necessary safety rules and providing any safety equipment necessary to provide a safe working environment.
3. Employees shall immediately report any accidents or injuries occurring on the job to their supervisor. The supervisor shall take all necessary action to ensure safe transportation and/or treatment of the injured. The supervisor shall then notify the City Administrator's Office of the incident and shall file a written accident report with the Administration Department.
4. Employees shall not be compelled by orders of a supervisor to commit acts that are unlawful or pose unusual and unnecessary risk to the health or life of the employee.

Safety is important to the City and to you. Failure to follow safety rules is grounds for discipline up to and including termination.

Section 7.2 **Driving Record Checks**

An employee required to drive a City vehicle or personal vehicle as a regular part of their job will have their driving record reviewed from time to time. In addition, any and all traffic accidents, moving violations, convictions (including probated sentences), and/or license suspensions, whether occurring on or off the job, must be reported to your immediate supervisor within twenty-four hours of occurrence and the supervisor must immediately report it to the Department Head and/or the City Administrator. In order to ensure the safety of all employees and the public, employees may be forbidden to operate street vehicles based on a case-by-case review of driving records. If driving is an essential function of the job, this may result in termination.

An employee charged with, but not convicted of, any major moving violations including D.W.I. or D.U.I., may be removed from driving pending the resolution of the alleged violation or terminated if the circumstances warrant. If the employee is not lawfully authorized to drive and driving is an essential job function, the employee may be terminated.

PROPOSED

CHAPTER 8 COMPENSATION

Section 8.1 **Pay Days**

The City of Parker pays employees bi-weekly. Payroll is completed by the Friday following the two-week pay period ending on the previous Friday at 11:59 p.m.

If the payday falls on a holiday, payroll will be issued on the last working day preceding the holiday.

Section 8.2 **Overtime Pay**

The Fair Labor Standards Act defines “exempt” employees. Exempt employees are paid to do a job and are not required to be compensated for overtime.

Vacation, Sick, Holiday, and Bereavement leave does not count as “hours worked” for purposes of an employee reaching the overtime threshold.

Nonexempt employees may not work overtime (more than 40 hours per week, except for police officers and firefighters) without prior approval by their supervisor. Any nonexempt employee who works overtime without prior supervisory approval shall be disciplined, up to and including termination. Police officers and firefighters are subject to the 7k partial overtime exemption from overtime.

Section 8.3 **Longevity Pay**

Regular, full-time employees are eligible to receive longevity pay beginning November 2023. Longevity pay is calculated from date of hire through the end of the fiscal year at the rate of \$4.00 per month per year of service. Payment of longevity will be during second half of November each year. An employee who terminates employment with the City either voluntarily or involuntarily before November 15 will not be paid the longevity pay for the previous years' service.

Section 8.4 **Final Pay Upon Separation**

Upon final separation, an employee shall be paid his or her last paycheck on the next regularly scheduled payday.

Section 8.5 **Travel and Subsistence Allowance**

Statement of Policy

When employees of the City are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging. An employee is expected to show good judgment and an appreciation for the economy when incurring travel expenses.

Expense limits established by these regulations are limits, and not allowances or authorization to spend that much if less would be adequate.

General

Travel expenses must be itemized on a travel expense form, which must be forwarded to the Finance Director within two working days after returning from a trip. Paid bills for lodging and receipts for air or rail fares are required to be attached to the travel expense form if such expenses have been incurred. The City shall pay actual registration fees which shall be based upon a copy of the official conference brochure indicating such fees.

Meal Allowance

Employees are reimbursed for meals while traveling on City business according to the current GSA schedule and rates provided by the U.S. General Services Administration or its successor.

Transportation

The City may purchase tickets in advance for employees traveling by common carrier. All employees shall travel in economy class where such services are available.

Municipal owned vehicles may be used for out-of-City travel. All expenses incurred for operation of such vehicles must be documented by receipts attached to the expense report. Employees who, with authorization from their Department Head, use their personal vehicles for official business will be reimbursed for mileage at the current IRS mileage reimbursement rates.

Receipts must be attached to the expense report to claim reimbursement for all transportation costs. If receipts were not available for ferry, bridge, road and parking tolls, and taxicab fares, these items can be itemized with the reason the receipts were not available. Reimbursements for those unreceipted costs will be determined on a case-by-case basis.

Lodging

An employee is expected to make hotel or motel reservations well in advance whenever possible and to take other actions to insure that lodging is secured at moderate rates.

If an employee is to attend a formal, organized meeting or conference, he/she may stay at the hotel where the meeting is to be held unless it is within a 50-mile radius of City hall. The City, in all cases, will pay no more than the regular single room rate.

Non- Allowable Expenses

Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies;
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

Section 8.6 **Attendance and Work Hours**

Regular Work Hours

Nonexempt employees of the City, except for Police Department Personnel, normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks.

The work week for most City employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday. With approval of the City Administrator, individual departments may be permitted to set a work week that differs.

The City has declared a 14-day work period for Police Personnel under the 7K partial overtime exemption. For police officers, overtime is paid for time worked in excess of 80 hours in a 14-day work period.

Adjustment to Work Hours

In order to assure the continuity of City services, it may be necessary for Department Heads to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

On-Call and Call Back Pay

On-call status is not considered time worked. On-call employees called back to the workplace will be paid at their overtime rate of pay for actual hours worked or a minimum of two (2) hours, whichever is greater for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Continuing work on a call-back that extends beyond the 2-hour minimum and into a day off does not entitle the employee to additional premium pay. An employee who is on call must be able to reach City Hall within one hour. Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. Employees are on-call for one work week at a time and receive a stipend for each week they are on-call week.

Attendance/Time Records

Employees are expected to be at their workstations and ready to work at their scheduled start time. Employees are required to accurately record the number of hours worked each day. Employees' meal breaks are automatically deducted, and the employee must affirm that he/she took a meal break and was relieved of his/her duties. Meal breaks for police personnel are not deducted. Employees are required to sign the time sheets and affirm the work time reported is accurate.

Attendance and Punctuality

Regular and reliable in-person attendance is an essential job function.

To maintain a safe and productive work environment, the City expects employees to be

reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers.

Either may lead to disciplinary action, up to and including termination of employment.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence of three days or more may be presumed to have voluntarily resigned from employment.

Regular and reliable on-time attendance is required. Accordingly, employees with unscheduled and/or unapproved tardies and absences, if more often than infrequent, will face discipline.

Generally, if an employee has two or more tardies within 6 months, he will receive a reprimand; if he has 3 or more tardies within a twelve-month period, he will receive a written reprimand and if he has more than 4 in a 12-month period, he will be suspended and/or terminated.

Generally, if an employee has an unscheduled and unexcused absence, and does not provide a doctor's note, he will generally receive a reprimand. If he has more than one unscheduled and unexcused absence in a 12-month period, he will be suspended without pay. If he has more than 2 unexcused and unscheduled absences within a twelve-month period he will likely be terminated.

Section 8.7 **Clocking In & Out for Employees**

The Fair Labor Standards Act (FLSA) requires employers to keep records on wages and hours worked. The City of Parker uses Time and Attendance tracking software. Employees may use an application for their phone to clock in and out or may enter their hours worked through the software available on their work computer.

The FLSA requires employers to pay non-exempt employees for all hours worked, so it is important for employees to clock in and clock out or enter time appropriately. Employees should record hours worked by clocking in or recording the time immediately prior to beginning work and clocking out from their work site or recording the time upon finishing work before leaving for the day. Early or late clocking in/out or time recording will not be permitted unless the employee is actually working.

Rounding

It is permissible to round the employee's start time and stop time under the FLSA when used in such a manner that it will not result, over a period of time, in the failure to compensate properly for all hours actually worked by non-exempt employees. The City of Parker's timekeeping system records time to the nearest quarter of an hour (15 minutes). The City will ensure that the employees are adequately compensated for all hours worked.

Section 8.8

Breaks

The City may allow rest breaks as authorized by an employee's immediate supervisor during the course of each workday to prevent undue fatigue.

Rest Breaks

Full-time employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two fifteen-minute, paid breaks each day, one during the first part of the workday and the other during the latter part of the workday. Breaks may not be combined. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

Meal Periods

Full-time employees are normally provided with a one-hour unpaid meal break near the middle of the workday. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period without permission from supervisor.

Lactation Break

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use Vacation leave. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

Supervisor Responsibility

Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

Practices Not Permitted

The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" break period time from day to day;
- saving break period time to extend lunch periods or shorten the scheduled workday; or
- requesting overtime pay for work performed during break period time.

CHAPTER 9 BENEFITS

Section 9.1

Holidays

The City of Parker observes the following days as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas

Full-time employees shall be paid for official paid City holidays providing the employee is not on an unpaid leave of absence immediately preceding or following the holiday.

Police Department full-time employees required to work on a holiday will be paid 8 hours for the holiday at their regular rate of pay, in addition to the hours worked. If a holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid 8 hours for the holiday at the regular rate of pay.

If a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

A holiday does not count towards compensable hours of work. Stated another way, holiday hours do not count as "hours worked" for purposes of reaching the overtime threshold.

Section 9.2

Vacation

Vacation leave refers to the allocation of time employees can take off work and still be paid regular wages. Regular full-time employees accrue vacation leave each pay period as follows:

<u>Consecutive Months of Service</u>
0 - 60
61 - 120
Over 120 months

<u>Accrual Rate Based on 26 Pay Periods Per Year</u>
4.61 hours per pay period – 120 hours per year
6.15 hours per pay period – 160 hours per year
7.69 hours per pay period – 200 hours per year

Vacation is accrued per pay period with a maximum accrual cap equal to the yearly accrual rate plus 40 hours. Employees do not accrue additional vacation leave until the vacation balance is reduced below his/her maximum accrual cap.

Vacation leave shall be used in one (1) hour increments, up to a maximum of two (2) weeks consecutively unless prior approval from the City Administrator has been granted.

If you are eligible for vacation leave, you must submit a request in advance of your requested time off to obtain approval from your supervisor.

Vacation does not count towards compensable hours of work. Stated another way, vacation hours do not count as "hours worked" for purposes of reaching the overtime threshold.

Upon separation, an employee who voluntarily resigns after working more than one year shall be paid seventy-five percent (75%) of the value of their accrued Vacation leave, up to a maximum of the employee's current annual accrual rate plus 40 hours. No payout will occur if you have worked less than one year.

Section 9.3 **Sick Leave**

Employees who are employed as of January 1 of each year shall receive 40 hours in their sick leave bank. Sick leave shall be used in one (1) hour increments. You may use vacation leave for any sick or personal time needs that exceed available sick leave.

Employees who have sick leave hours remaining at the end of the year will have those remaining hours converted to Emergency leave. Sick leave is not paid out upon separation.

Section 9.4 **Emergency Leave**

As additional income security, rather than losing sick leave hours, you may "bank" additional hours into an "Emergency Leave account." You may use your Emergency Leave for your own medically related absence of 5 consecutive days or greater. An employee may not use Emergency Leave until sick leave is exhausted. Once Sick Leave is exhausted and you have been absent for medical reasons for more than four days, deductions will come from your Emergency Account until exhausted. When Emergency Leave is exhausted, an employee may use Vacation to cover any additional absences. If no leave is available, absences will be unpaid.

Any balance in an Emergency Leave account as of the effective date of this policy will remain available to be used as set forth in this policy; as of the effective date of this policy, Vacation leave will not roll over to Emergency Leave. Emergency Leave is not paid out upon separation.

Section 9.5 **Leave Donation**

From time to time an employee may have extraordinary circumstances requiring leave that exceeds their accumulated Vacation and Sick leave. Employees may donate Vacation leave to such an employee by notifying Human Resources in writing of the amount of Vacation they wish to donate to such an employee. An employee may receive donated leave only for their own serious health condition or to care for an immediate family member who has a serious health condition, and only after all leaves have been exhausted.

Section 9.6 **Bereavement Leave**

Bereavement leave with pay for a period not to exceed three days (24 hours) per occurrence will be given to any regular, full-time employee in case of death in the immediate family.

“Immediate family members” are defined as an employee’s spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

If there is a death in the family, the employee should request leave in advance or as soon as possible to his/her immediate supervisor. The supervisor should obtain permission for its use through the supervisor’s chain of command.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave is paid at the employee’s base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to attend funerals for other than immediate family must use Vacation leave.

Section 9.7 **Jury Duty Leave**

The City provides paid leave to regular full-time employees required to serve on jury duty requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. Employees will receive regular pay during jury service for up to two weeks; absences for longer periods of time will be handled on a case-by-case basis.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence. Employees must maintain daily contact with their supervisor for the duration of the absence.

An employee who is on jury duty typically must report for work for the remainder of the day upon completion of court or jury service, or request approval for use of Vacation leave. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee’s base rate at the time of leave and does not include overtime or any other special forms of compensation.

Section 9.8 **Military Leave**

Employees shall be eligible for paid military leave in accordance with state and federal laws for military duty for a maximum of fifteen (15) days per fiscal year. If your reserve unit is called to active duty, your leave will be for the length of that active duty but will be unpaid beyond the three-week annual leave. While on leave, you may use your available Vacation. You will be asked to submit a copy of the order, directive, notice, or other document that requires you to report for duty when requesting leave.

While you are on military leave, your benefits will continue for up to 24 months. You will continue to be responsible for your portion of the premium for leaves of 30 days or less, and for longer leaves, you will be responsible for the entire premium.

Pay and benefits return to normal when you return to work within 10 days of release from active duty, or as agreed to with your supervisor. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who served in the military.

Section 9.9 **Workers' Compensation**

Eligibility for Workers' Compensation

If you are injured as a direct result of the duties performed in the course of your employment with the City, you may be eligible to receive Workers' Compensation benefits under the Workers' Compensation Insurance plan. Such a plan is required under state law and covers the cost of hospitalization, physician fees, drugs, treatment, and other related expenses. See Section 9.6.

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

Accident and Injury Reporting Procedures

1. **Medical Attention.** When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL) referred to by Human Resources
2. **Reporting and Documentation.** The employee's supervisor is responsible for notifying Human Resources immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness and any

other related information to the City Administration no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend. If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the City Administration of these circumstances.

The decision of whether or not an injury will be covered by workers' compensation will be made by the Worker's Compensation Carrier and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment.

It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to Human Resources and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination of employment.

Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the City Administrator to ensure compliance with the City's policies, the physician's restrictions/release and with the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA).

Maximum Time Limits

Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City, generally not to exceed six months.

The City Administrator will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the

City will be terminated.

Section 9.10 **Unpaid Leave of Absence**

If you are a regular, full-time employee, you may request an unpaid leave of absence by submitting a written request to your Department Head.

You may be given an unpaid leave of absence for illness or inability to work or any other legitimate purpose approved by the Department Head. Unpaid leaves of absence may be approved only after Vacation and Sick leave has been exhausted.

The Department Head may approve an unpaid leave of absence of up to two (2) weeks in duration. The City Administrator and the Department Head must approve an unpaid leave of absence beyond two weeks. An unpaid leave of absence may not exceed 30 days, unless an additional application is requested by the employee and approved by the City Administrator.

During an approved unpaid leave of absence, the City will continue to pay its usual contributions toward your benefits; however, you will still be responsible for paying any benefit premiums that would normally be deducted from your paycheck. Please make arrangements with Administration for paying these premiums prior to your leave.

Section 9.11 **Group Medical Plan**

The City makes comprehensive group medical coverage available to every regular full-time employee and pays the premium toward such single coverage for as long as an employee is eligible and enrolled. Newly hired employees should enroll themselves and their eligible dependents (if desired) for medical coverage within 30 days of hire. Once enrolled, an employee and his/her dependents are covered effective the first of the month after the employee's date of employment.

Any premium for dependent coverage will be deducted from your paycheck; employees in a non-pay status will have to pay premiums to the City in order to maintain coverage.

Specific and complete details of the City's medical plan are available in plan booklets supplied to you by Administration.

Section 9.12 **Group Life Insurance**

Group life insurance coverage in the amount of \$50,000, including accidental death and dismemberment coverage, is provided to all regular, full-time employees. The City pays the full premiums for the employee for the provided amount. Employees may elect and pay for additional optional coverage. For further information, refer to the Group Life Insurance Policy.

Section 9.13 **Long Term Disability**

Long-term disability coverage is provided to all regular, full-time employees. The City pays the full premium for full-time employees. For further information, refer to the Long-Term Disability information available from Human Resources.

Section 9.14 **Dental Insurance**

Dental insurance is available to regular full-time employees and their dependents, if desired. The City pays the premium for single coverage. Premiums for dependent coverage will be deducted from your paycheck.

Specific and complete details of the City's dental plan are available in plan booklets supplied to you by Administration.

Section 9.15 **Texas Municipal Retirement System**

The City of Parker is a member of the Texas Municipal Retirement System (TMRS). Participation in the system is mandatory for all regular, full-time employees. There is no maximum age for participation in TMRS. Beginning January 1, 2024, employees contribute 7% of their gross income, which is not taxable until withdrawn. The City contributes on your behalf at a rate of 2:1 (14%).

The purpose of the retirement system is to provide adequate and dependable retirement benefits for employees retiring from Texas Municipalities. Each member City chooses from various TMRS options to tailor its retirement plan to meet local needs and circumstances. Policy Manuals detailing this plan are available at www.TMRS.com.

Section 9.16 **Social Security**

The City of Parker does not participate in Social Security (unless you are a part-time or seasonal employee). If you retire under both Social Security and a local government retirement plan such as TMRS, with a City that does not participate in Social Security, your Social Security benefit may be lowered or offset. For more information, contact your local Social Security office.

Section 9.17 **Medicare**

Employees hired after April 1, 1986 are required to make a contribution toward Medicare equal to 1.45% of gross pay. The City matches the employee's contribution with an amount equal to the employee's contribution.

Section 9.18

Continuation of Group Medical Benefits

The Consolidated Omnibus Budget Reconciliation Act (COBRA), provides that all employees are eligible to continue their group insurance for a maximum of eighteen (18) months when employment is terminated due to resignation, retirement, reduction in employees, reduction of work hours, or dismissal for reasons other than gross misconduct. The law also entitles dependents of a covered employee to continue their group insurance coverage for a maximum of eighteen (18) months upon the separation of a covered employee or a reduction in such employee's hours of employment; and up to thirty-six (36) months upon the death of a covered employee, divorce or legal separation, when dependent children are no longer "eligible dependent" under the definition in the policy, or when the employee becomes Medicare eligible. The employee or dependent must request continuation of coverage and must pay the full cost of coverage.

Section 9.19

Inclement Weather and Emergency Conditions

The City will make every effort to maintain normal working hours through inclement weather. Except for extraordinary circumstances, City offices DO NOT CLOSE, although City facilities may be closed to the public. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

1. **Employee.** If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Head and make arrangements to report to work if weather conditions improve. If conditions do not improve, Vacation leave or leave without pay will be utilized.
2. **Department Head.** The Department Head is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Administrator.
3. **City Administrator.** When weather or other conditions are such that the City Administrator or designee declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be paid for their scheduled hours when the office/department is closed. On days when the weather worsens as the day progresses, the City may decide to close early. In such cases, a decision and announcement will be made by the City Administrator or designee at the appropriate time. Employees will only be paid for time worked when the office/department closes early and may utilize Vacation leave or leave without pay for the remainder of the day.
4. **Essential Personnel.** Essential personnel must report to work even when other City offices/departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Head and/or the City Administrator. Nonexempt essential personnel shall receive 1.5 times their regular rate of pay for actual hours worked during inclement weather or emergency conditions. Essential personnel who

fail to report to work may be subject to disciplinary action up to and including termination of employment.

Section 9.20 **Quarantine Leave**

In accordance with Local Government Code 180.008, this paid quarantine leave policy applies to peace officers who are employed or appointed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

Definitions:

- (1) "Health authority" means a physician appointed by the county health department to administer state and local laws relating to public health within the City's jurisdiction.
- (2) "Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.
- (3) "Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

Quarantine Leave:

A City of Parker peace officer who is ordered to quarantine or isolate by the person's supervisor or the county's health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

No Reduction in Compensation and Benefits

The City will not reduce a peace officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

EMPLOYEE ACKNOWLEDGMENT FORM

The Personnel Policy Manual describes important information about the City of Parker, and I understand that I should consult Human Resources regarding any questions. I acknowledge that there is no specified duration of employment and employment is at-will. Accordingly, either I and/or the City of Parker may terminate employment with or without cause at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions may occur, except to the City's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is not a contract of employment. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained therein and any revisions made to it. I also understand that it is my responsibility to keep this manual updated with future official notices relative to revised information and shall return this manual to the personnel department upon termination of my employment with the City of Parker.

Employee's Signature

Date

Employee's Name (Typed or Printed)



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 13, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

NOISE COMMITTEE - WEDNESDAY, JANUARY 22, 2025, 2 PM

COMP PLAN REVIEW –JOINT CC/P&Z - THURSDAY, JANUARY 23, 2025, 5:30 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, FEBRUARY 12, 2025, 5 PM

CITY FILING DEADLINE- FRIDAY, FEBRUARY 14, 2025, 5:00 PM

THURSDAY, APRIL 3, 2025 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 3, 2025, GENERAL ELECTION

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ XX /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 13, 2025
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JANUARY 7, 2025. [REGULAR MEETING]

SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at PGrey@parkertexas.us prior to the City Council meeting.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ xx /2025



MINUTES
CITY COUNCIL MEETING
JANUARY 7, 2025

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 5:01 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado (arrived 6:19 p.m.), and Police Chief Kenneth Price (arrived @ 5:07 p.m. and left @ 6:04 p.m.)

WORKSHOP (5:00 – 7:00 PM)**1. PROPOSED PERSONNEL POLICY MANUAL**

[Proposed Personnel Policy Manual](#) (pages 5 – 60)

[Res. No. 2009254 \(Employee Handbook\)](#) (pages 61 – 91)

City Council, Interim City Attorney Clifton, Finance/HR Director Savage and other City Staff discussed the Proposed Personnel Policy Manual hyperlinked above.

Additional discussion is planned to continue at a future City Council workshop.

Mayor Pettle adjourned the workshop at 6:46 p.m.

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 7:03 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Fire Chief Justin Miller, and Police Chief Kenneth Price (arrived @ 7:07 p.m.)

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Terry Lynch led the pledge.

TEXAS PLEDGE: Gary Arneson led the pledge.

20 YEAR RECOGNITION PLAQUE – PUBLIC WORKS DIRECTOR GARY MACHADO

Mayor Pettle presented Public Works Director Machado with his 20 year recognition plaque.

City Council, staff and residents thanked Mr. Machado for his service.

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

Gary Arneson, 6900 Laramie Drive, Plano, Texas, asked City Council to end the moratorium. Mr. Arneson stated the City of Parker and North Texas Municipal Water District (NTMWD) have a signed contract, as provided in tonight's packet, item #4, and indicated he feels there is no reason to continue the moratorium. Mr. Arneson said he spoke with Public Works Director Machado and understands the issues with the pump station connections but noted the area is currently in low water usage months. He requested the moratorium be lifted, and development be allowed to move forward.

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

2. NOISE COMMITTEE - WEDNESDAY, JANUARY 8, 2025, 2 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 8, 2025, 5 PM

Mayor Pettle noted there were vacancies on both the Parks and Recreation (P&R) Commission and Zoning Board of Adjustment (ZBA) and encouraged residents to apply.

Canceled - COMP PLAN REVIEW –JOINT CC/P&Z - THURSDAY, JANUARY 9, 2025, 5:30 PM

Mayor Pettle said the COMP Plan meeting scheduled for tomorrow has been canceled due to inclement weather.

INDIVIDUAL CONSIDERATION ITEMS

3. APPROVAL OF MEETING MINUTES FOR DECEMBER 17, 2024. [REGULAR MEETING]

MOTION: Mayor Pro Tem Reed moved to approve the December 17, 2024 regular City Council meeting minutes as provided. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

4. CONSIDERATION AND/OR ANY OTHER ACTION ON AN ORDINANCE ENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION. [ORDINANCE NO. 888]

Public Works Director Machado reviewed the item stating he did not disagree with Mr. Arneson's comments on lifting the moratorium, but he said he has concerns about some recent developments that give him reason to want to "pause" the lifting of the temporary moratorium. The City of Parker needs to make the pump station water

connections, and a problem has arisen regarding the contractor and costs. Mr. Machado said he planned to meet with the contractor this Thursday, January 9th, but that meeting has been canceled due to inclement weather. He said he would like to resolve the issues prior to the moratorium being lifted.

MOTION: Councilmember Pilgrim moved to approve Ordinance No. 888 ending the temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the city limits and extraterritorial jurisdiction. Councilmembers Kercho seconded with Councilmembers Kercho and Pilgrim voting for the motion and Councilmembers Fecht, Noe, and Reed voting against the motion. Motion failed 2-3.

City Council and staff hope to resolve the issues and have the item on the next regular City Council meeting agenda, January 21, 2025.

ITEMS 5 AND 6 (CCNS) WERE DISCUSSED TOGETHER.

5. CONSIDERATION AND/OR ANY OTHER ACTION ON THE "WATER CCN TRANSFER PAYMENT AGREEMENT" BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER'S CCN TO THE CITY OF WYLIE'S CCN. [ORDINANCE NO. 881] [Postponed from 2024 1119, 2024 1203, and 2024 1217]
6. CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER," BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER'S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY ("CCN") TO WYLIE'S WATER CCN. [ORDINANCE NO. 882] [Postponed from 2024 1119, 2024 1203, and 2024 1217]

Public Works Director Machado reviewed items 5 and 6 together, providing a map (See Exhibit 1 – Public Works Director Gary Machado's map, "**Parker CCN in Wylie**", dated January 7, 2025.), and costs associated with the development the developer usually covers.

After discussion, Interim City Attorney Clifton advised no motion was necessary for items 5 and 6, as City Council directed staff to bring the item back when the project and developer were ready to move forward.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 886 APPOINTING A DEPUTY CITY SECRETARY WITH THE POWERS AND DUTIES TO ASSIST WITH SAID OFFICE AND TO SERVE IN THE ABSENCE OF THE CITY SECRETARY. [Postponed from 2024 1217]

Mayor Pettle said she and Finance/Human Resources Director Savage discussed the Deputy City Secretary position with Administration staff and then Mayor Pettle read a few of the staff members' emailed comments, which indicated they were not interested, nor did they have the time to take on additional duties/responsibilities along with their current workload.

Asst. City Administrator/City Secretary Scott Grey said she did not get the information from the state association she hoped to get. In fact, the information she received indicated the service was a temporary service provided during COVID-19, but she

would continue to search and share any contact information she finds in case of an emergency.

The Mayor said she felt the best thing City Council can do is take no action and when staff finds other options the item will be brought back to City Council.

8. CONSIDERATION OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 887 CREATING THE MUNICIPAL OFFICER POSITION OF CITY ADMINISTRATOR. [CM AN ITEM #1]

MOTION: Councilmember Noe moved to approve Ordinance No. 887 creating the municipal officer position of city administrator. Councilmember Fecht seconded with Councilmembers Fecht, Noe, Pilgrim, and Reed voting for the motion and Councilmember Kercho voting against the motion. Motion carried 4-1.

9. CONSIDERATION AND/OR ANY OTHER APPROPRIATE ACTION ON THE ADOPTION OF RESOLUTION NO. 2025-827, THE EXECUTIVE LEVEL ORGANIZATIONAL CHART FOR THE CITY OF PARKER, TEXAS. [CM AN ITEM #2]

MOTION: Councilmember Pilgrim moved to postpone the adoption of Resolution No. 2025-827, the executive level organizational chart for the City of Parker, Texas, noting he would like the matter to be discussed in a City Council workshop or workshops as soon as possible in the 1st Quarter of 2025. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

10. UPDATE(S):

FM2551

Public Works Director Gary Machado indicated winter weather could impact Texas Department of Transportation (TxDOT) construction on FM 2551 and TxDot has announced that traffic along Hogge Road will be shut down intermittently. Mr. Machado noted additional information will be on the city's website as it becomes available on www.parkertexas.us in the "News" section.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

Councilmember Pilgrim reported no change or update.

ENGINEERING REVIEW

Councilmember Noe and Public Works Director Machado said there was no update. A meeting is in the process of being scheduled.

NOISE COMMITTEE

It was noted a meeting is scheduled for tomorrow, January 8, 2025 at 2:00 p.m. at City Hall.

ANY ADDITIONAL UPDATES

SPRINGHILL ESTATES AT CHAPARRAL

Public Works Director Machado said the City of Parker was working on a four way stop with the City of Allen.

Lewis Lane

Public Works Director Machado said meetings discussing ownership of various sections of Lewis Lane and Lucas Road have occurred with the City of Lucas. He reviewed maps showing “current” and “proposed” ownership (See Exhibit 2 – Public Works Director Gary Machado’s maps, **“Lewis Lane Current Ownership and Lewis Lane Proposed Ownership”**, dated January 7, 2025.). City Councilmembers requested records showing ownership from Public Works Director Machado. Mr. Machado also indicated the City of Lucas is currently developing an agreement which they will forward to the City of Parker for consideration once completed.

DONATION(S)

11. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Pam and Allen Terrell donated cranberry bliss bars and pecan pie brownies valued at \$25 to the Police Department.

Bobby and Michelle Varner donated toffee gift box valued at \$70 to the Police Department.

Alyssa Aguilar donated bundt cakes valued at \$30 to the Police Department.

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

FUTURE AGENDA ITEMS

12. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda, noting there were changes being made to the current future agenda formatting.

Hearing no requests, Mayor Pettle encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, January 21, 2025.

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

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

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

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

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas

Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 9:09 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 9:40 p.m.

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

No action was taken.

ADJOURN

Mayor Pettle adjourned the meeting at 9:41 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 21st day
of January, 2025.

Patti Scott Grey, City Secretary

Exhibit 1

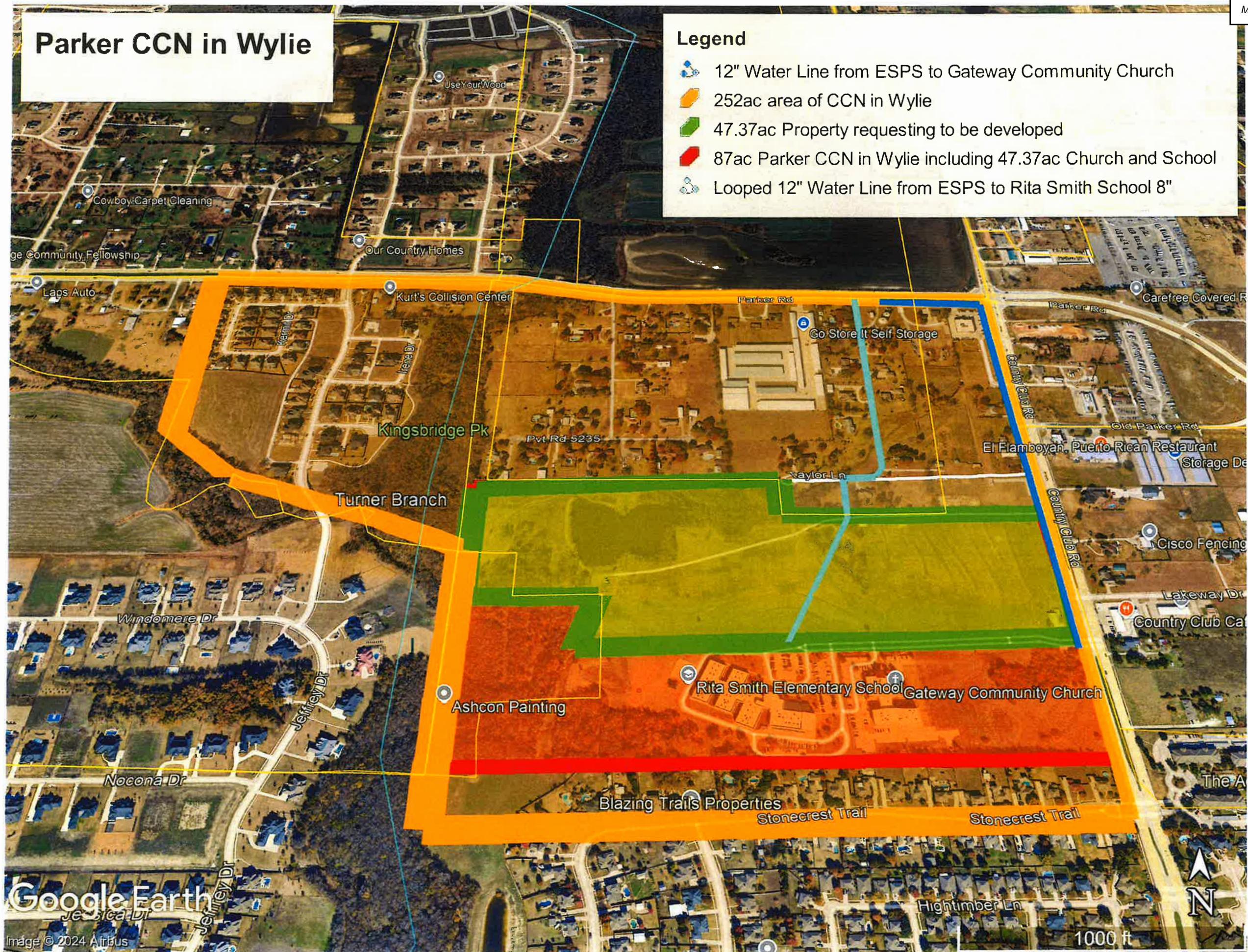
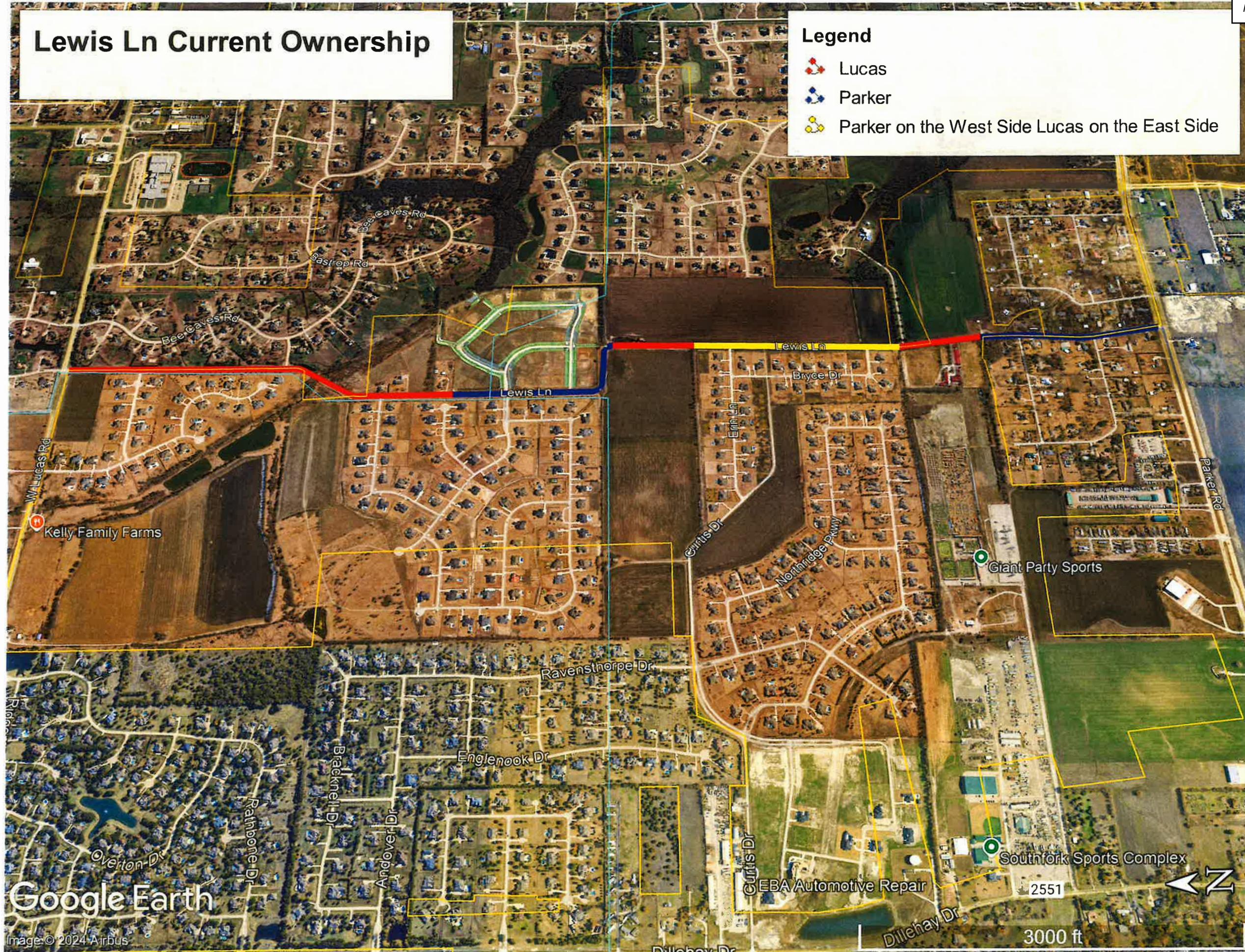


Exhibit 2



Lewis Ln Proposed Ownership





Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	January 13, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

DISCUSSION, CONSIDERATION, AND/OR ANY APPROPRIATE ACTION ON MAYOR PRO TEM REED'S RESIGNATION.

SUMMARY

Mayor Pro Tem Jim Reed has indicated that he will resign from Council because he will no longer be a resident of the City of Parker.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ xx /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Public Works Director Machado
Estimated Cost:	Date Prepared:	January 16, 2025
Exhibits:		

AGENDA SUBJECT

RECEIVE A REPORT FROM STAFF, DISCUSS, AND PROVIDE DIRECTION TO STAFF ON CONSTRUCTING THE CONNECTION FOR THE NEW PUMP STATION. [TAKE POINT #2 WATER CONNECTION]

SUMMARY

Present summary of progress and current options for council consideration.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ xx /2025



Council Agenda Item

Budget Account Code:	Meeting Date:
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: Catherine Clifton
Estimated Cost:	Date Prepared: January 13, 2025
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Ordinance 2. Executed First Amended Contract with NTMWD

AGENDA SUBJECT

CONSIDERATION AND/OR ANY OTHER ACTION ON AN ORDINANCE ENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION. [ORDINANCE NO. 888]

SUMMARY

The City and NTMWD have entered an agreement for the provision of water to the City's second take point. While the connection must still be physically made, it is anticipated that construction will take less than 45 days once started. Staff has indicated that the moratorium will no longer be necessary if the connection is made before summer.

POSSIBLE ACTION

City Council may approve or deny the proposed ordinance or direct staff to take other appropriate action.

Inter - Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	01/ XX /2024

ORDINANCE NO. 888

(Extension of Temporary Moratorium on Acceptance of Development Applications)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ENDING THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY, REPEALER, ENFORCEMENT, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Parker, Texas (the “City Council”), as a duly elected legislative body, found that it was facing significant historic and contemporary land use challenges that existing regulations and infrastructure were not designed to address; and

WHEREAS, the City Council determined that it was in the best interest of the City and its citizens to enact and extend a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction on real property in the City Limits and extraterritorial jurisdiction (“ETJ”); and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 212, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally sustainable and environmentally responsible manner; and

WHEREAS, the City limits and ETJ are comprised of a combination of topographical, ecological, and other features that create significant development challenges; and

WHEREAS, as codified in Texas Water Code Chapter 552, Subchapter A, the Legislature of the State of Texas granted municipalities the authority to own and operate “utility systems,” which include water systems designed to provide domestic consumption of water; and

WHEREAS, Texas Water Code Section 552.015 grants Type A general-law municipalities the authority to provide for municipal water supply systems; and

WHEREAS, the City determined that it was necessary to the health, safety, and welfare of the people in the City limits and ETJ to encourage and promote the development and use of the City’s water utility and supply systems to serve the water provision needs of the citizens in the City limits and ETJ to prevent failure of water supply within the system; and

WHEREAS, the City has entered into an amendatory contract with the North Texas Municipal Water District providing for a supply of water to a second take point in the City of Parker; and

WHEREAS, City staff expects the connection for the second take point can be completed in approximately forty-five days once construction is started; and

WHEREAS, the water supply provided through the second take point should be sufficient for the City's needs for the foreseeable future; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City implemented the moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Texas Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission, were published, and held in accordance with applicable statutes, law, and regulations and a temporary moratorium was originally adopted on March 11, 2022, for a period of 90 days; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on June 7, 2022, for an additional 90 days following the original term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension on September 6, 2022, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on December 6, 2022, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on March 7, 2023, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at the City Council and City Council approved an extension on May 23, 2023, for an additional 90 days following that then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for August 15, 2023, at the City Council and City Council approved an extension on August 15, 2023, for an additional 90 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 14, 2023, at the City Council and the City Council approved an extension on November 14, 2023, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for March 19, 2024, at the City Council and the City Council approved an extension on March 19, 2024, for an additional 120 days following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for July 16, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing set for November 19, 2024, at the City Council for City Council's consideration of a 120-day extension following the then-current term; and

WHEREAS, based on the updated findings contained herein and information provided by City staff, the City Council has determined that the existing moratorium is no longer necessitated by the current circumstances.

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

Section 1. The recitals contained in the preamble of this ordinance are incorporated into the body of this Ordinance as if set out fully herein as legislative findings of fact.

Section 2. The City of Parker hereby ends the temporary moratorium enacted initially on March 11, 2022 and extended through March 26, 2025, on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities.

Section 3. In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance shall control.

Section 4. If any article, paragraph, sentence, 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 invalid, illegal, or unconstitutional, and shall not affect the validity of this Ordinance as a whole.

Section 5. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This Ordinance shall be effective upon its approved execution.

**READ, PASSED, AND APPROVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS, THIS 21ST DAY OF JANUARY, 2025.**

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, Interim City Attorney

Proposed

**FIRST AMENDMENT TO
NORTH TEXAS MUNICIPAL WATER DISTRICT**

CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT

THE STATE OF TEXAS §
THE COUNTY OF COLLIN §

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT (the "First Amendment") made and entered into as
of this the 19th day of December, 2024, by and between the North Texas Municipal Water District,
hereinafter called "NTMWD," a conservation and reclamation district created under Article 16, Section 59, of the
Texas Constitution, and the City of Parker, hereinafter called "Parker" or "Customer." NTMWD and Customer are
each referred to herein as "party" and jointly referred to as "parties" in this Contract.

WITNESSETH:

WHEREAS, NTMWD and Customer are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes), Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into that certain Potable Water Supply Amendatory Contract dated March 28, 2002, (the "Contract");

WHEREAS, Customer has requested a new point of delivery and an amendment to the Contract with NTMWD pursuant to Section 10 of the Contract;

WHEREAS, Customer's request impacts the availability of capacity in NTMWD's water transmission line beyond Customer's original point of delivery;

WHEREAS current NTMWD policy addresses that impact by requiring Customer to pay the replacement cost of the reduced capacity of the NTMWD water transmission line between the original and new points of delivery through application of a higher calculated annual minimum over six years (“Policy 8”);

WHEREAS, NTMWD intends to commence a detailed review of Policy 8 to determine whether changes are appropriate so that implementation of Policy 8 to Customer's new delivery point will be postponed until such review is complete;

WHEREAS, water conservation measures have been updated since the time of the original Contract;

WHEREAS, Customer and NTMWD intend for this First Amendment and the Contract to be collectively referred to as the Contract, as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD and Customer agree as hereinafter set forth, to wit:

Section 1. RECITALS, DEFINITIONS. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. Defined terms herein are those as defined in the recitals above and in the Contract.

Section 2. PURPOSE. All portions of the Contract not herein amended shall remain in full force and effect.

Section 3. SECTION 5 OF THE CONTRACT (POINT OF DELIVERY NO. 2). Section 5 of the Contract is hereby amended to revise the description of the Points of Delivery as follows:

“Section 5. POINT(S) OF DELIVERY. A description and the location of the Point(s) of Delivery for the Customer are as follows:

“Point of Delivery No. 1: is generally located on NTMWD Wylie-McKinney twenty-inch (20") pipeline near the intersection of FM 2514 and FM 1378 and consists of an 8" meter and a 10" tap. The location of Point of Delivery No. 1 is shown on the attached Exhibit A1.

“Point of Delivery No. 2: is generally located on NTMWD eighty-four-inch (84") Allen/Plano/Frisco/McKinney Pipeline near FM 2551 and Parker Road and shall consist of a 16" meter and a 16" tap. The location of Point of Delivery No. 2 is shown on the attached Exhibit A2.

“Exhibits A1 and A2 attached hereto identify the locations of the Point(s) of Delivery. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipelines through the air gap connection must meet standard specifications of NTMWD. In order to change the size of meters, or size of the tap, the Contract shall be amended as set forth in Section 10, Modification. Parker and NTMWD agree that the facilities currently constructed to connect to the two delivery points on the date of the approval of the First Amendment meet all NTMWD standards and specifications.”

Section 3. SECTION 8 OF THE CONTRACT (ANNUAL MINIMUM FOR POINT OF DELIVERY NO. 2). Section 8 of the Contract is hereby amended to add the following new subparagraph (d):

“(d) Subject to the provisions of Section 19 as set forth below, Customer agrees that Customer will take or pay for 228,224,000 gallons of water (a daily average of 625,271 gallons per day) for Point of Delivery No. 2 over the Annual Payment Period, regardless of whether said quantity is actually taken by Customer in accordance with the same provisions of the Contract as have been applicable to Point of Delivery No. 1. Such annual minimum amount may be prorated to reflect commencement of service during an initial Annual Payment Period of less than 12 months.

Section 4. SECTION 18 OF THE CONTRACT (WATER CONSERVATION). Section 18 of the Contract is hereby replaced to read as follows:

“Section 18. WATER CONSERVATION. Customer acknowledges that as a regional wholesale supplier, NTMWD is subject to regulatory and legal requirements regarding the promotion of water conservation and drought contingency planning for the System that allow it to make a water supply available to Customer. NTMWD’s water conservation and drought contingency program is developed in adherence with TCEQ public participation requirements and in consultation with other area regional providers to promote consistency throughout the North Texas region. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water

conservation and drought management as required by the Texas Water Code, the rules of the TCEQ and any ordinance or policy related to water conservation and/or drought management proposed by the Board of Directors of NTMWD consistent with the above-described regional planning effort. NTMWD's obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules as described in this Section. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan and may amend both from time to time. If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules.

Section 5. SECTION 19 OF THE CONTRACT (SPECIAL CONDITIONS-POLICY 8). Section 19 of the Contract is amended to add a new subparagraph (d) and (e) items (i)-(vi) as follows:

"(d) Notwithstanding the provisions of Section 8 above, Customer shall have no Annual Minimum requirement and will only pay for water used at Point of Delivery No. 2 for the period of time commencing on the Effective Date to the three-year anniversary of the Effective Date. NTMWD shall invoice Customer monthly for water used at Point of Delivery No. 2 during such three-year period.

(e) This subparagraph Section 19 (e) (i)-(vi) shall be effective for the Annual Payment Period commencing after the three-year anniversary of the Effective Date of the First Amendment. Customer acknowledges and agrees that its request for Point of Delivery No. 2 impacts the availability of capacity in NTMWD's water transmission main for which Customer should provide compensation to the System. To this end, NTMWD shall apply a six-year phase-in of an annual minimum for Point of Delivery No. 2 as stated in Section 8 above in accordance with NTMWD's standard policy for "Additional Delivery Points and Transmission Line Extensions," (Policy 8) in return for NTMWD's commitment to provide this additional water service as follows:

- (i) The capital component of the Member City Rate is calculated for the current fiscal year and divided into the cost of replacement capacity in the pipeline associated with Point of Delivery No. 2 (\$6,070,000), to determine the annual six year minimum necessary to provide for the annual debt service cost for the project, as shown in (iii), below.
- (ii) For that fractional part of the fiscal year in which this subparagraph Section 19 (e) (i)-(vi) goes into effect, the amount of the minimum shall be determined as the fractional part of the fiscal year remaining is to the first year's annual minimum.

(iii) Notwithstanding provisions in Section 8 to the contrary, the annual minimum amount for Point of Delivery No. 2 will be phased-in over the first six (6) years NTMWD delivers water to Point of Delivery No. 2 after the expiration of the three-year period described in (d). The schedule identified in Figure 1, below, shall be the actual six-year minimums applicable to each year:

Figure 1: Schedule of Six-Year Minimums

YEAR	GALLONS
First	57,061,000
Second	91,297,600
Third	125,534,200
Fourth	159,770,800
Fifth	194,007,400
Sixth	228,224,000

(iv) After the sixth year minimum has been reached, the minimum for Point of Delivery No. 2 shall be increased in accordance with the then policy of the Board for all minimums.

(v) Should NTMWD amend Policy 8 during the three-year period from the Effective Date of the First Amendment prior to its application to Customer in a manner that results in lower charges to Customer, NTMWD shall apply the amended Policy 8 to Customer's Point of Delivery No. 2 in lieu of the provisions of this subparagraph (e).

(vi) Customer agrees to pay the same rate as described in Section 8 each year for all water purchased through Point of Delivery No. 2 until the sixth year annual minimum is achieved without the benefit of excess water sales, through the new delivery point, until the consumption at the new delivery point is in excess of the sixth year minimum. The minimum for each year during the six-year period shall be in accordance with the schedule provided above, except that in any year that the Customer exceeds the next projected year's minimum, the higher of the two shall be the new minimum. Customer agrees that the purpose of the annual minimum for Point of Delivery No. 2 is to provide consideration for the reduced capacity in NTMWD's existing pipeline caused by Customer's new delivery point and provide the additional water service requested by Customer.

Section 4. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this First Amendment or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

(Signatures on following pages.)

CITY OF PARKER

By: Lee Pettle
Lee Pettle, Mayor

12/4/2024

ATTEST:

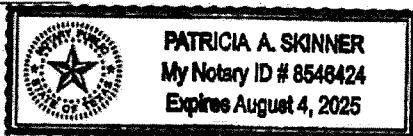
TEST: 
Patti Scott Grey, City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 14th day of December, 2024, by Lee Pettle, Mayor, City of Parker, Texas.

Patricia A. Skinner

Notary Public, State of Texas
Printed Name of Notary:



Patricia A. Skinner

My Commission Expires: 8/4/25

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: George Crump
George Crump, President

12/19/24

Date

ATTEST:

By: Donald Imrie
Donald Imrie, Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 19th day of December, 2024, by George Crump, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

Notary Public, State of Texas
Printed Name of Notary:

Printed Name of Notary:

Printed Name of Notary:

Leann Bumpus

My Commission Expires: 5/18/20

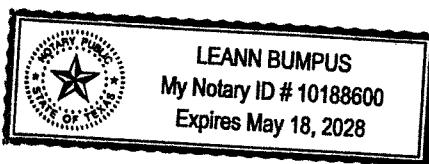
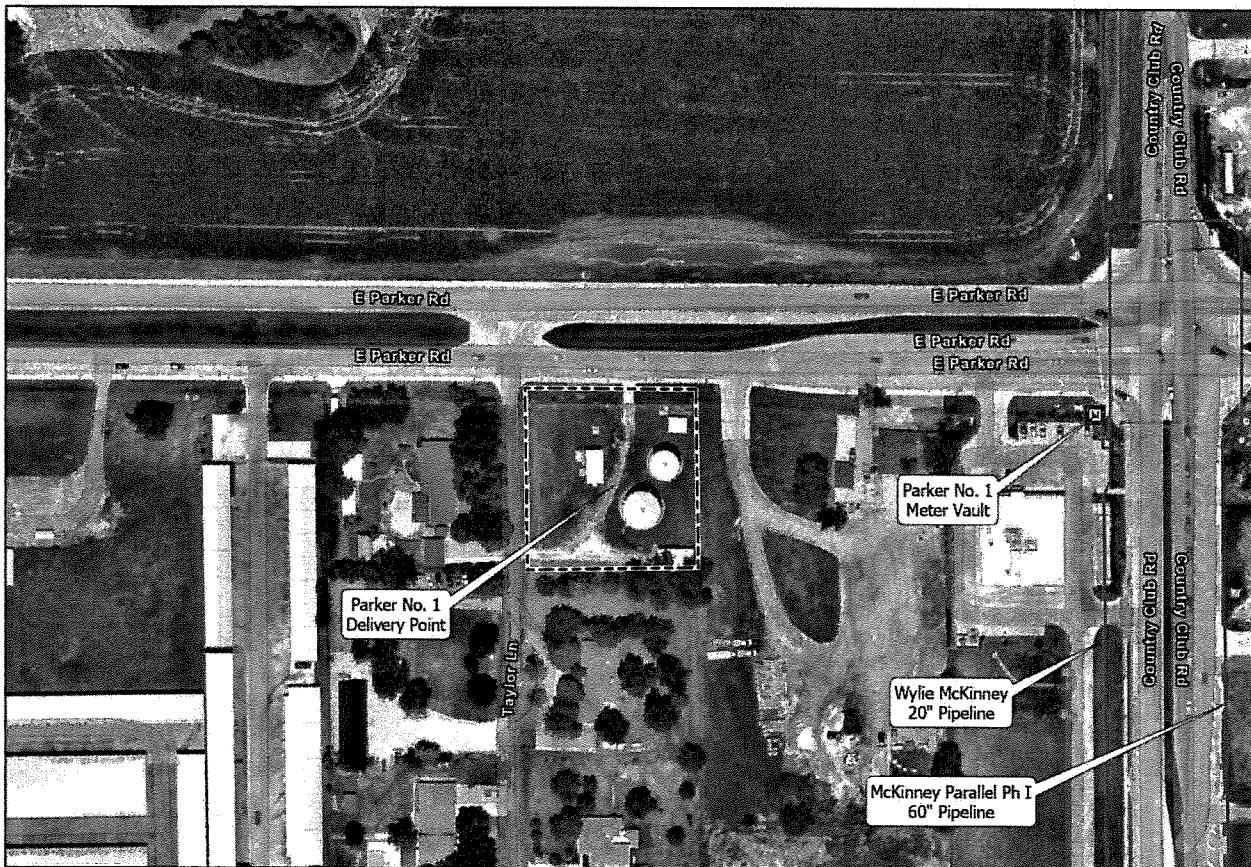
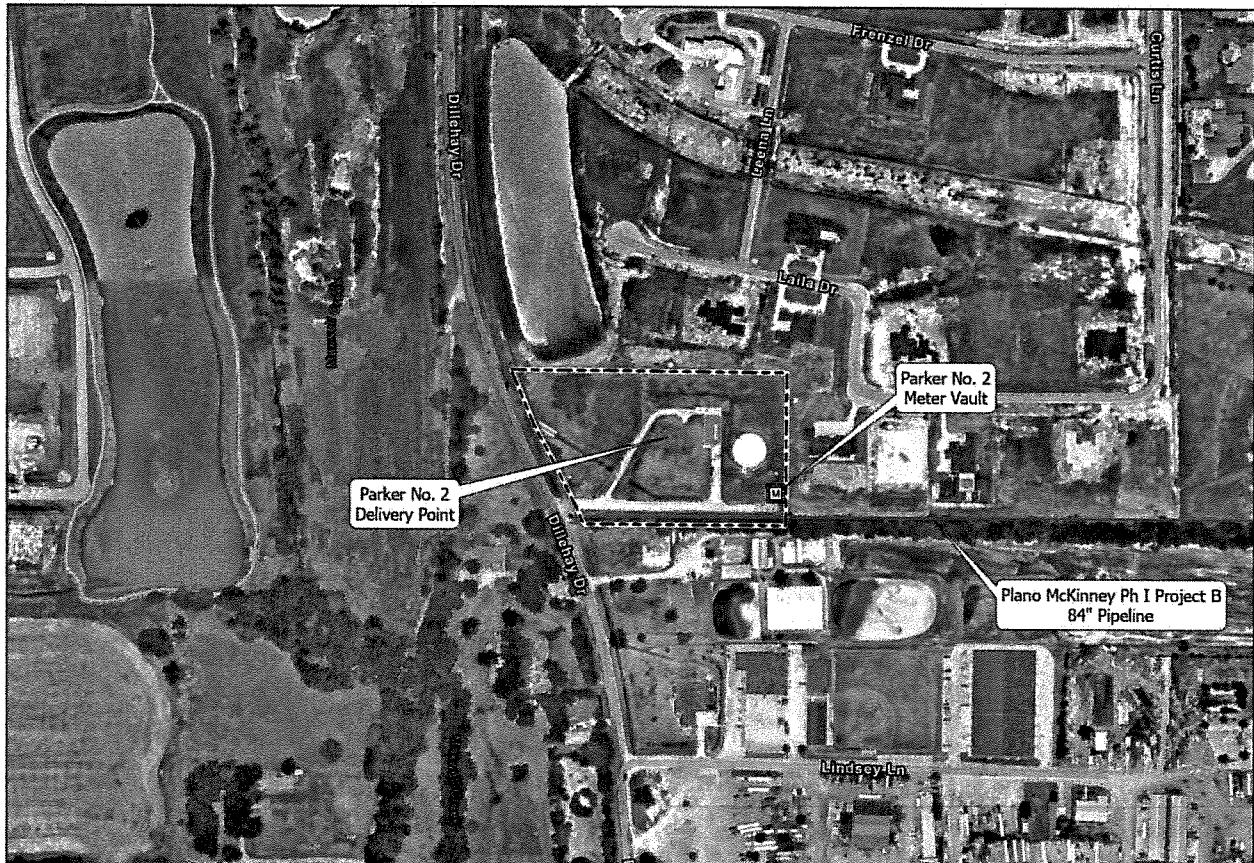


EXHIBIT A1
Location of Points of Delivery No. 1



Parker No. 1 Delivery Point

EXHIBIT A2
Location of Points of Delivery No. 2



Parker No. 2 Delivery Point





Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for Mayor Pettle
Estimated Cost:		Date Prepared:	January 13, 2025
Exhibits:	<u>Proposed Resolution</u> <u>Resignations – Trudy Jackson, Don Dickson (via phone), and Buddy Pilgrim</u> <u>Resolution No. 2021-683; 2022-720; 2023-725; 2023-729; 2023-747; 2023-752, 2023-771</u> <u>Application(s) – (Email to Mayor/City Council only)</u> <u>Terry Lynch and Melissa Tierce</u> <u>Attendance Record (No Meetings/No Attendance Record)</u>		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-824 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA).

SUMMARY

City Staff received resignation from the following:

Resignation - Member	Position	Term Expiration	
Trudy Jackson Resigned 2024 0604	Place Two (2), Voting	Nov. 30	2024
Don Dickson Resigned 2024 1029 via phone	Place Four (4), Voting	Nov. 30	2024
Buddy Pilgrim Resigned 2024 0513	Alternate One (1)	Nov. 30	2024

The following Zoning Board of Adjustment (ZBA), whose term(s) expire November 30th, expressed a desire to continue to serve on ZBA in their current positions:

Member	Position	Term Expiration	
Ted Lane	Alternate Two (2)	Nov. 30	2024

Remaining Members

Member	Position	Term Expiration	
Steve Schoenekase	Place One (1), Vice Chair	Nov. 30	2025
Andrew Ellison	Place Three (3), Chair	Nov. 30	2025
Brian Deaver	Place Five (5)	Nov. 30	2025

ZBA Chair Ellison expressed no concerns with current remaining members and recommends no change at this time. Mr. Ellison understands, as does all ZBA members serving, any and all appointments are at the pleasure of the Council.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/xx/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/xx/2025

RESOLUTION NO. 2025-824*(2024 Zoning Board of Adjustment Appointments)***A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT**

WHEREAS, Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, Place Two and Place Four are vacant after the resignations of Trudy Jackson and Don Dickson; and

WHEREAS, Alternate One is vacant after the resignation of Lindy M (Buddy) Pilgrim; and

WHEREAS, the regular and alternative members appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance.

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2026:

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for a two-year term, expiring November 30, 2026, or until their successors are appointed and qualified.

CURRENT

Vacant	Place 2	_____
Vacant	Place 4	_____

SECTION 2. Appointment of Alternate Member with term expiring November 30, 2026

The following are hereby appointed to serve on the Zoning Board of Adjustment as alternate members for a two-year term, expiring November 30, 2026, or until their successors are appointed and qualified.

CURRENT

Vacant	Alternate 1	_____
Ted Lane	Alternate 2	_____

SECTION 3. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 21st day of January, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

APPROVED AS TO FORM:

Proposed

RESOLUTION NO. 2021-683

(2021 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2023:

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for a two-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Place 1	<u>Steve Schoenekase</u>
Place 3	<u>Andrew Ellison</u>
Place 5	<u>Brian Deaver</u>

SECTION 2. Appointment of Officers

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson, for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson	<u>Andrew Ellison</u>
Vice Chairperson	<u>Brian Deaver</u>

SECTION 5 Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 16th day of November, 2021.



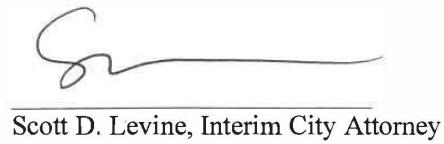
ATTESTED:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettle, Mayor

APPROVED AS TO FORM:


Scott D. Levine, Interim City Attorney



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Steve Schoenekase
7289 Moss Ridge Road
Parker, TX 75002



5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Andrew Ellison
6005 Dumont Ct.
Parker, TX 75002





5700 EAST PARKER ROAD • PARKER, TEXAS 75002

Brian Deaver
6004 Tamsworth Ct
Parker, TX 75002



RESOLUTION NO. 2022-720
(2022 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2024

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting Members for a two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified:

Place 2	<u>Randy Kercho</u>
Place 4	<u>Don Dickson</u>

SECTION 2. Appointment of Alternate Members with terms expiring November 30, 2024

The following are hereby appointed to serve on the Zoning Board of Adjustment as Alternate Members for a two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified:

Alternate 1	<u>Lucy Estabrook</u>
Alternate 2	<u>Vacant</u>

SECTION 3. Appointment of Officers

Officers shall be appointed by the Zoning Board of Adjustment following the installation of the newly appointed Members and Alternate Members in accordance with Resolution No. 2021-658. Resolution No. 2021-683 is repealed only to the extent that it is inconsistent with this section. The remainder of Resolution No. 2021-683 shall remain in full force and effect.

SECTION 4 Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 15th day of November, 2022.



CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Larence M. Lansford, III, City Attorney

RESOLUTION NO. 2023-725*(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)***A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING AN ALTERNATE MEMBER TO SERVE ON THE ZONING BOARD OF ADJUSTMENT**

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, Resolution No. 2022-720, approved November 15, 2022, had one remaining Alternate Position, Alternate 2, which needs to be filled;

WHEREAS, the alternate member appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance;

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2

Trudy Jackson

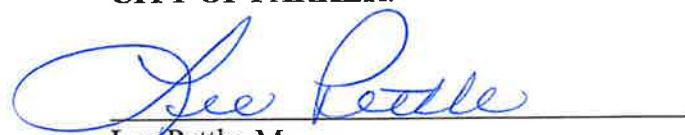
SECTION 2 Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of January, 2023.



CITY OF PARKER:

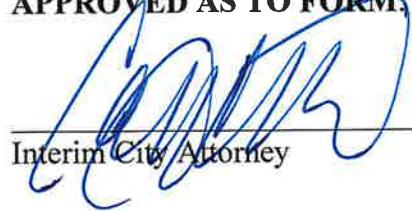

Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Interim City Attorney

RESOLUTION NO. 2023-729
(2023 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING ZONING BOARD OF ADJUSTMENT OFFICERS FROM AMONG THE MEMBERS

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances; and

WHEREAS, the Zoning Board of Adjustment recommended that member Andrew Ellison serve as the Zoning Board of Adjustment Chair; and

WHEREAS, the Zoning Board of Adjustment recommended that member Steve Schoenekase serve as the Zoning Board of Adjustment Vice Chair;

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

SECTION 1. Appointment of Officers with terms expiring November 30, 2023

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson. The following people are hereby appointed to serve as the respective officer indicated below for a one-year term, expiring November 30, 2023, unless otherwise designated by Council:

Chairperson	<u>Andrew Ellison</u>
Place 4	<u>Steve Schoenekase</u>

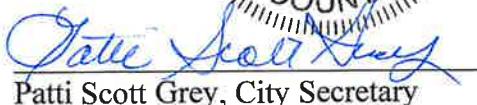
SECTION 2. Effective Date

This resolution shall be effective upon its passage.

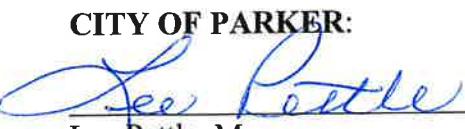
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 7th day of March, 2023.



ATTEST:


 Patti Scott Grey, City Secretary

CITY OF PARKER:


 Lee Pettle, Mayor

APPROVED AS TO FORM:


 Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2023-747

(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING AN ALTERNATE MEMBER TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, one Alternate Position, Alternate 1 is vacant;

WHEREAS, the alternate member appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance;

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 1 _____ Lindy M. (Buddy) Pilgrim _____

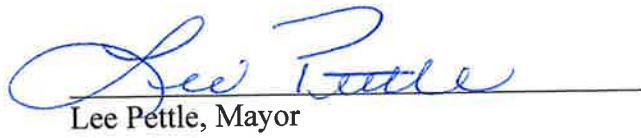
SECTION 2 Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 1st day of August, 2023.



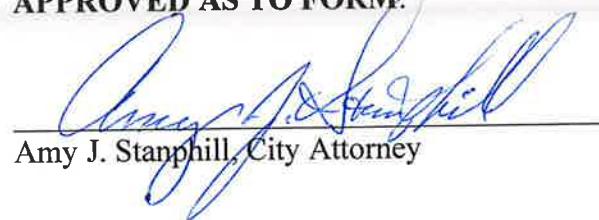
CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-752

(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING THE CURRENT ALTERNATE 2 POSITION HOLDER TO THE VACANT PLACE TWO POSITION, AND APPOINTING AN ALTERNATE MEMBER TO SERVE IN THE THEN VACANT ALTERNATE 2 POSITION ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

WHEREAS, Randy Kercho resigned his Place Two voting member position effective August 1, 2023, when he was appointed to City Council;

WHEREAS, the Alternate 2 position has been held by Trudy Jackson who has seniority as an Alternate on the Zoning Board of Adjustment and Ms. Jackson desires to be moved to the Place Two voting member position;

WHEREAS, if Trudy Jackson is moved to Place Two, the Alternate 2 position is vacant; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate 2 position according to the Zoning Board of Adjustment Ordinance.

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2

Ted Lane

SECTION 2 Effective Date

This resolution shall be effective upon its passage.

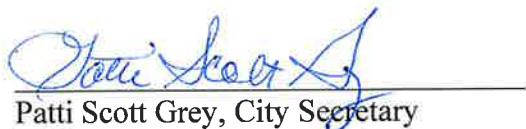
PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 15th day of August, 2023.



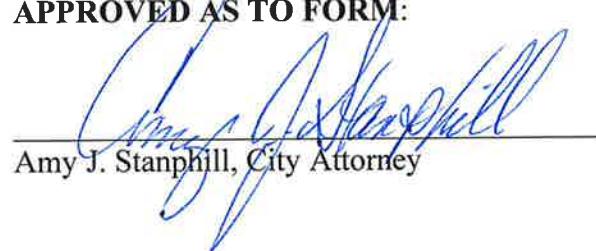
CITY OF PARKER:


Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-771
(2023 Zoning Board of Adjustment Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2025:

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for a two-year term, expiring November 30, 2025, or until their successors are appointed and qualified.

Place 1	<u>Steve Schoenekase</u>
Place 3	<u>Andrew Ellison</u>
Place 5	<u>Brian Deaver</u>

SECTION 2. Appointment of Officers

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson, for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson	<u>Andrew Ellison</u>
Vice Chairperson	<u>Steve Schoenekase</u>

SECTION 5 Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 5th day of December, 2023.



CITY OF PARKER:



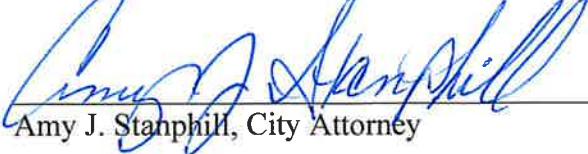
Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

June 4, 2024

Name: Trudy Jackson
Address: 3607 Hoge Dr
Parker, TX 75002-6733

I, Trudy Jackson, resign from the Zoning effective immediately.
Board of Adjustments

Regards,

Trudy Jackson

Signature

Trudy Jackson

Print Name

Any comments:

I have appreciated the opportunity to serve
on this committee. Thank you very much !

City Council accepted date: _____

RECEIVED

May 13, 2024

MAY 13 2024

BY CITY SECRETARY
CITY OF PARKER

Members of the Parker City Council
Mayor Lee Pettle
City Manager, Luke Olsen
City of Parker
5700 E. Parker Rd.
Parker, TX 75002

RE: Resignation as Alternate on ZBOA

Dear City of Parker Officials:

In expectation of commencing my term tomorrow, May 14, 2024, as a *Member of the City Council of Parker, Texas*, I now submit to you this resignation as an *Alternate Member of the Zoning Board of Adjustment*. This resignation shall be effective May 14, 2024, simultaneous with my being sworn in as a *Member of the City Council*.

I look forward to serving the citizens of Parker with each of you over the next two years. We have many challenges and great opportunities facing our fine city and I am optimistic for our future.

I intend to work cooperatively to help build an effective team that works well together, makes great decisions, and does so to the well-being of our city and its citizens.

In His Leadership,



Lindy M. (Buddy) Pilgrim
3106 Bluffs Lane
Parker, TX 75002-6555

Zoning Board of Adjustment 2023-24 Attendance

2

2025 Res. No. 2023-771		Place 3 Chairman	Place 4 Voting Don Dickson Resigned 2024 1029	Place 1 Vice Chair	Place 2 Voting Randy Kercho Resigned 2023 0802 Trudy Jackson Resigned 2024 0604	Place 5 Voting	Alternate 1 Lucy Estabrook Resigned 2023 0613 Buddy Pilgrim Resigned 2024 0513	Alternate 2 Trudy Jackson Moved to Place 2
		Andrew Ellison	Vacant	Steve Schoenekase	Vacant	Brian Deaver	Vacant	Ted Lane
2024		Absent						
Jan								
Feb								
Mar								
Apr								
May								
Jun								
Jul								
Aug								
Sept								
Oct								
Nov								
Dec								
2023-24 Absences		0	1	0	0	2	0	0



Council Agenda Item

Meeting Date: 01/21/2025 Item 8.

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council/Collin County
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Mayor Pettle
Estimated Cost:	Date Prepared:	January 13, 2025
Exhibits:	<ol style="list-style-type: none"><u>Proposed Resolution (Amendment)</u><u>Contract Modification</u><u>Resolution No. 2023-759, passed and approved 2023 0919</u><u>Child Abuse, Investigation Services, and Law Enforcement Interlocal Agreement (ILA)</u><u>Resolution No. 2019-612 (2019 Child Abuse, Investigation Services, Law Enforcement Services) – Expires 9/30/2023</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-828 APPROVING AN AMENDED INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES, AND LAW ENFORCEMENT [AMENDING TO RESOLUTION 2023-759, APPROVED 2025 0919].

SUMMARY

This item would amend the existing Child Abuse, Investigation Services, and Law Enforcement Interlocal Agreement (ILA) to change the wording of the liability and indemnification section. The previous agreement between the City of Parker and Collin County [Resolution No. 2023-759, passed and approved 2023 0919] provides the City with continued resources and support for crimes against children, including complete investigations, forensic interviews and evidence collection for prosecution.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ <i>xx</i> /2025

RESOLUTION NO. 2025-828
*(2023-2027 Child Abuse, Investigation Services, Law Enforcement Services
Amendment)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING AN AMENDMENT TO THE
INTERLOCAL CHILD ABUSE, INVESTIGATIONS SERVICES, LAW
ENFORCEMENT SERVICES AGREEMENT WITH COLLIN COUNTY,
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 Residents; and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to approve Interlocal Child Abuse, Investigation Services, Law Enforcement Services Agreement (“Agreement”) with Collin County, Texas to obtain certain services from the County to be preformed for the benefit of the City of Parker, Texas; and

WHEREAS, Collin County has proposed an update to provisions of the Agreement.

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

SECTION 1. The Amendment attached hereto, entitled “Contract Modification” amending the Interlocal Agreement: Child Abuse, Investigation Services, Law Enforcement Services, is approved.

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

APPROVED AND ADOPTED this 21ST day of January, 2025.

CITY OF PARKER, TEXAS

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2025-828
(2023-2027 Child Abuse, Investigation Services and Law Enforcement Amendment)



Contract Modification Document

Meeting Date: 01/21/2025 Item 8.

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

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

Contract No. Interlocal, Child Abuse
Contract: Investigation Services
(Law Enforcement Services)
Parker 2023-410

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

1) Update Section 6.02 Notices as follows:

if to the County, Copy to:
Collin County Administration
Attn: Purchasing Agent
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

Collin County Administration
Attn: County Administrator
2300 Bloomdale Road, Suite 4142
McKinney, TX 75071

2) Update Section 7.01 Civil Liability as follows:

Each party will be responsible for its own defense and liability—and for those of its officials and employees—in the event of any claim, dispute, or lawsuit related to performance under this agreement.

Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this Agreement alone.

To the extent allowed by law, a party will not be liable to the other party for claims or damages arising from the acts or omissions of the other party's employees or contractors, and will **defend, indemnify, and hold harmless** the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party's employees or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions of the other party or its employees. If the injuries or damages arose from the acts or omissions of the other party's contractor, however, then the party may sue the contractor, not the member—except on a claim that the member is directly liable by reason of an exercise of actual control over a person or instrument that proximately caused the injury or damage. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party.

If a person, who is not a party to this Agreement, files or asserts a claim against a party to this Agreement, then the Parties will assert and pursue all immunity and other defenses against the claim. But each party may also pursue its third-party-practice rights against the other party in the context of a claim by a person who is not a party to this Agreement.

The parties do not intend to create a claim or right for a person or entity who is not a party to this Agreement.

A party is entitled only to the benefit of its bargain under this Agreement. A party is not liable to the other party for *other* consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A party will not sue for such damages.

“Claims or damages” means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney’s fees, expert costs, litigation or ADR costs, and interest. “Acts or omissions” means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, violation of statute, or other actionable conduct. “Third-party-practice rights” means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 37–41 of the TRCP and chapters 32 and 33 of the TCPRC or their counterparts in other jurisdictions. This section’s rights and duties apply at all stages of a dispute or lawsuit.

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

Amendment No. 1 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on this date _____.

ACCEPTED BY:

SIGNATURE

(Print Name) _____

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name) _____

TITLE: PURCHASING AGENT

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2023-1155-12-04

Amendment	No. 1	Court Order No.	_____	Summary	Sec. 6.02 and Sec. 7.01 updated
Amendment	No. 2	Court Order No.	_____	Summary	_____
Amendment	No. 3	Court Order No.	_____	Summary	_____

RESOLUTION NO. 2023-759*(2023-2027 Child Abuse, Investigation Services, Law Enforcement Services)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL CHILD ABUSE, INVESTIGATIONS SERVICES, LAW ENFORCEMENT SERVICES AGREEMENT WITH COLLIN COUNTY, 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 Residents; and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to approve Interlocal Child Abuse, Investigation Services, Law Enforcement Services Agreement with Collin County, Texas to obtain certain services from the County to be preformed for the benefit of the City of Parker, Texas.

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

SECTION 1. The Interlocal Agreement attached hereto, and entitled "Interlocal Agreement: Child Abuse, Investigation Services, Law Enforcement Services", is approved.

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

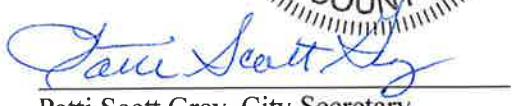
APPROVED AND ADOPTED this 19th day of September, 2023.

CITY OF PARKER, TEXAS



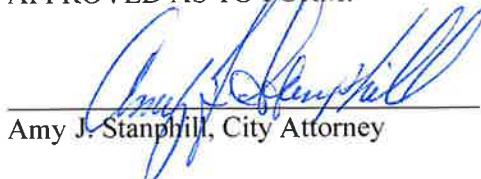

Lee Pettle
Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-759

(2023-2027 Child Abuse, Investigation Services and Law Enforcement)

**INTERLOCAL AGREEMENT:
CHILD ABUSE, INVESTIGATION SERVICES, LAW ENFORCEMENT SERVICES
Contract 2023-410**

THIS AGREEMENT is entered into on October 1, 2023, by and between the City of Parker (the "City") and the Collin County, a political subdivision of the State of Texas (the "County").

Recitals

WHEREAS, County performs law enforcement functions within Collin County.

WHEREAS, the City desires to obtain certain law enforcement services from the County that the City is authorized to provide.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

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Term**

2.01 Term

The term of this Agreement shall commence on October 1, 2023, and shall continue in full force and effective thru September 30, 2027.

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The parties agree that this Agreement will terminate immediately should the City not have an operating Police Force.

**Article III
Services and Service Fees**

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The County agrees to provide all law enforcement services relating to Special Crimes as described in Paragraph 1.02 of this Agreement. City shall pay for Sexual Assault Exams (normally, these Fees are reimbursed to the City, by the State of Texas) if required in addition to the Fees annotated in section 5.01: Law Enforcement Service Charge. Additional unusual investigative fees, upon City approval in each case, may be charged if required for prosecution.

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The Law Enforcement Services shall be provided by the County in the same manner and within the same response times as such services are provided by the County within its jurisdiction.

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The County may utilize the services of individuals whose duties and responsibilities are related to detection, investigation and/or prosecution of violations associated with offenses described in paragraph 1.02 of this Agreement.

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The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

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5.01 Law Enforcement Service Charge

The payment is based upon the population estimates of the City and that population is based on the most recently published figures obtained from the North Central Texas Council of Governments. Law Enforcement Fees may be adjusted within the four (4) year contract period as needed, if deemed necessary due to population increase. On an annual basis, the City will pay \$2,500.00 to the County for providing the above mentioned services. The City will continue payment for any and all charges for services not described in this Agreement. County will invoice City each year for total amount due.

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6.02 All communications provided for in this Agreement shall be addressed as follows:

if to the County, Copy to:
County Purchasing Agent
Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

Collin County Administration
Bill Bilyeu
2300 Bloomdale #4142
McKinney, TX 75071

if to the City, to:
Mayor, City of Parker
5700 E. Parker Road
Parker, TX 75002

Or, to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.

Article VII
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7.01 Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

7.02 Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

7.03 Controlling Law

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7.04 Captions

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

7.05 Counterparts

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7.08 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.09 Force Majeure

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"COUNTRY"
COLLIN COUNTY, TEXAS
By: _____
Title: County Judge
Date: _____

"CITY"
CITY OF PARKER, TEXAS
By: 
Title: Mayor
Date: 09/19/2023

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"COUNTY"
COLLIN COUNTY, TEXAS
By: _____
Title: County Judge
Date: _____

"CITY"
CITY OF PARKER, TEXAS
By: _____
Title: _____
Date: _____

RESOLUTION NO. 2019-612
(2019-2023 Child Abuse, Investigation Services, Law Enforcement Services)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL CHILD
ABUSE, INVESTIGATIONS SERVICES, LAW ENFORCEMENT SERVICES
AGREEMENT WITH COLLIN COUNTY, 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 Residents; and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to approve Interlocal Child Abuse, Investigation Services, Law Enforcement Services Agreement with Collin County, Texas to obtain certain services from the County to be preformed for the benefit of the City of Parker, Texas.

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

SECTION 1. The Interlocal Agreement attached hereto, and entitled "Interlocal Agreement: Child Abuse, Investigation Services, Law Enforcement Services", is approved.

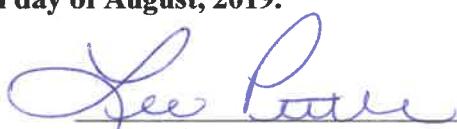
SECTION 2. This resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 6th day of August, 2019.

ATTEST:


Patti Scott Grey, City Secretary




Lee Pettle, Mayor

APPROVED TO FORM:


Brandon Shelby, City Attorney

RESOLUTION NO. 2019-612
(2019-2023 Child Abuse, Investigation Services and Law Enforcement)

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CHILD ABUSE, INVESTIGATION SERVICES, LAW ENFORCEMENT SERVICES**

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“COUNTY”
COLLIN COUNTY, TEXAS

By: _____
Title: County Judge
Date: _____

“CITY”
CITY OF PARKER, TEXAS

By: Lee Pettle
Title: Mayor Lee Pettle
Date: August 6, 2019

From: [Brooke Scullin](#)
To: [Patti Grey](#)
Subject: FW: Child Abuse Task Force Agreement
Date: Monday, December 2, 2019 1:57:34 PM
Attachments: [City of Parker Agreement - Child Abuse.docx](#)

Patti,

I just noticed the signed document you sent me today is the first one I sent out July 19, 2019. Attached is the revised document I sent out August 12, 2019. If it is difficult for you to have it resigned, I can make the changes below with your permission unless you would like to do another agreement. Let me know which you prefer.

- Article V Compensation, 5.01 states that fees may be adjusted within the five (5) year period as needed. It should say **Four (4)**, not Five (5).
- Article VI Notices, 6.02 makes reference to Section 9. It was should be Section **6**.

Thank you,

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

From: Brooke Scullin
Sent: Monday, August 12, 2019 11:04 AM
To: 'pgrey@parkertexas.us' <pgrey@parkertexas.us>
Subject: Child Abuse Task Force Agreement

If you haven't already executed, we caught a mistake. Please see revised attachment.

Thank you,

Brooke Scullin
Buyer Assistant
Collin County Purchasing
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972-548-4130

State of Texas	§	Court Order
Collin County	§	2020-010-01-06
Commissioners Court	§	

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

The Collin County Commissioners Court hereby approves an interlocal agreement with the City of Parker (Agreement No. 2020-127) for Child Abuse Investigation Services and Law Enforcement Services commencing on October 1, 2019 through and including September 30, 2023, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, January 6, 2020.



Chris Hill, County Judge



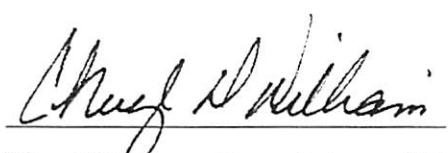
Darrell Hale, Commissioner, Pct 3



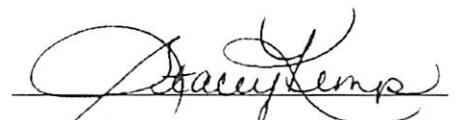

Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

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This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.06 Exclusive Right to Enforce this Agreement

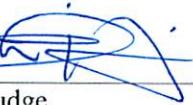
The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

7.07 Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“COUNTY”
COLLIN COUNTY, TEXAS

By: 
Title: County Judge
Date: 7 JAN 2020

“CITY”
CITY OF PARKER, TEXAS

By: 
Title: Mayor Lee Pettle
Date: August 6, 2019

RESOLUTION NO. 2019-612
(2019-2023 Child Abuse, Investigation Services, Law Enforcement Services)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL CHILD
ABUSE, INVESTIGATIONS SERVICES, LAW ENFORCEMENT SERVICES
AGREEMENT WITH COLLIN COUNTY, 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 Residents; and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to approve Interlocal Child Abuse, Investigation Services, Law Enforcement Services Agreement with Collin County, Texas to obtain certain services from the County to be preformed for the benefit of the City of Parker, Texas.

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

SECTION 1. The Interlocal Agreement attached hereto, and entitled "Interlocal Agreement: Child Abuse, Investigation Services, Law Enforcement Services", is approved.

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

APPROVED AND ADOPTED this 6th day of August, 2019.

ATTEST:


Lee Pettle, Mayor
Patti Scott Grey, City Secretary

APPROVED TO FORM:


Brandon Shelby, City Attorney

RESOLUTION NO. 2019-612
(2019-2023 Child Abuse, Investigation Services and Law Enforcement)



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Mayor Pettle
Estimated Cost:	<i>Date Prepared:</i>	January 15, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

PROJECTS IN PROGRESS

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

ENGINEERING REVIEW

NOISE COMMITTEE

LEWIS LANE

CHAPARRAL INTERSECTION WITH ALLEN HEIGHTS

ANY ADDITIONAL UPDATES

ENTERPRISE

MONTHLY/QUARTERLY REPORTS

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

[December 2024 – Court Report](#)

[December 2024 - Finance \(monthly financials\) Report](#)

[November - December 2024 – Police Report](#)

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

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ xx /2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Mayor Pettle
Estimated Cost:	Date Prepared:	January 15, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Ashley Granata donated McAlister's Deli valued at \$60 to the Police Department.
 The Harvey Family donated cookies valued at \$20 to the Police Department.
 The Cummings Family donated cookies valued at \$15 to the Police Department.
 The Levy Family donated chocolates valued at \$30 to the Police Department.
 Chip and Linda Justice donated Tiff's Treats valued at \$50 to the Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ XX /2025



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: January 15, 2025
Exhibits:	<u>Future Agenda Items</u>

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/16/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	01/17/2025 via Municode
Mayor	<i>Lee Pettle</i>	Date:	01/ XX /2025

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
2025			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Miller	3rd Qtr 20241217 CC Agenda - Done
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2024 1119 - Done
Feb(Mar), May (July), Aug, Nov	Enterprise Update	Olson/Savage	Waiting on Update (2024 1002 CC Mrg - next week)
	Mayor Pettle 2025 0112 Update		Mayor Pettle 2025 0112 Update
January 21, 2025	Jim Reed's moving out of Parker/actions	Clifton	
January 21, 2025	Election contract/paperwork	(Grey) Hull	
January 21, 2025	Board/Commission appointments	(Grey) Hull	P&Z - 2024 1217; ZBA (2025 0121) ; P&R (TBD)
January 21, 2025	Water moratorium action	Clifton	
January 21, 2025	Child Abuse Investigation services	Price	
January 21, 2025	Enterprise Contract if not done	Clifton	
January 21, 2025	Pump Station if not done	Clifton/Machado	
TBD	Records Retention Policy	(Grey) Hull	
TBD	Annual records review	(Grey) Hull	
TBD	Any Plats ready	Machado	No plat submittals on 2024 1212
Tentative 1/21/2025	St Paul ILA/agreement	Clifton	Per Mayor Pettle 2025 0102 Municode Notes.
TBD	Any ILAs ready	Clifton	
TBD	Any resolutions ready	Clifton	
January 21, 2025	NTMWD or water issues necessary	Clifton	
	Mayor Pettle 2025 0112 Update		Mayor Pettle 2025 0112 Update
TBD	Presentation:		
TBD	Town Hall	Council	
	Mayor Pettle 2025 0112 Update		Mayor Pettle 2025 0112 Update

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
	Workshop:		
TBD	city protocols		
TBD	Comp plan with P and Z		Tentatively - 2025 0123
TBD	Departmental reports		
TBD	Zoning Codes (SAD, Commercial/retain)		
TBD	Public Works	Machado	
TBD	Police	Price	
	Personnel Manual		2024 1217 Workshop 1 (pgs 1-7); 2025 0107 (8-15)
TBD	CIP		
	Mayor Pettle 2025 0112 Update		Mayor Pettle 2025 0112 Update
	Updates: January 21, 2025		
January 21, 2025		Machado	
January 21, 2025	TCEQ Projects in Progress	Mayor Pettle/CM Pilgrim	
January 21, 2025			
January 21, 2025		CM Noe/Machado	
January 21, 2025	Noise Committee	CM Kercho	
January 21, 2025	Lewis Lane	Clifton/Machado	
January 21, 2025	Chaparral Intersection with Allen Heights	Clifton/Machado	
	Mayor Pettle 2025 0112 Update		Mayor Pettle 2025 0112 Update
	Future Agenda Items		
TBD	Southridge gate 2025		
TBD	Procedural Manual		
January 21, 2025	Personnel Manual		2024 1217 Workshop 1 (pgs 1-7); 2025 0107 (8-15)

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
TBD	Procedures for Presentations		
TBD	Procedures for agendas		
TBD	Procedures for Council i.e. green cards, time limits, etc.		
TBD	Employment :Required time with city for paid training		
TBD	water impact fees (July 2025)		
TBD	CIP updates (April/May 2025)		
TBD	Microphones for Council Chambers, if not done		
TBD	Pump station if not done		
TBD	Records retention policy		
TBD	Annual records review		
TBD	Any ILAs needed		
TBD	St Paul ILA/agreement		
TBD	Attorney appointment		
TBD	Sign ordinance revisions consideration		
TBD	Leash law		
TBD	Sign ordinance for rezoning property		
TBD	Noise Ordinance		
TBD	Board/Commission appointments		
TBD	Investment Policy	Savage	Per Mayor Pettle 2025 0102 Municode Notes. See top of FAI
TBD	Engineering RFQs		
TBD	CCN Wylie when ready		