

MINUTES
CITY COUNCIL MEETING

November 18, 2013

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Marshall called the meeting to order at 7:00 p.m. Councilmembers Stone, Standridge, Levine, Pettie and Taylor were present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/H.R. Manager Johnna Boyd, Interim Police Chief Bill Rushing and Officer Delia Hernandez.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Eleanor Evans led the pledge.

TEXAS PLEDGE: Cindy Stachiw led the pledge.

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

Joe Sterk, Parks and Recreation Chair – Requested Council allow the Parks and Recreation Commission to be involved with the development process for the property north of the Preserve, that is currently for sale.

INDIVIDUAL CONSIDERATION ITEMS

Mayor Marshall called the meeting of the Parks and Recreation Commission to order at 7:05 p.m. Commissioners Sterk, Stachiw and Waites were present.

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR OCTOBER 15, 2013. [SMITH]

Amendment – Page 2, Item 2, first paragraph, delete “within the same fund”.

MOTION: Councilmember Pettie moved to approve the October 15, 2013 minutes as amended. Councilmember Taylor seconded with Councilmember Standridge, Levine, Pettie and Taylor voting for. Stone abstained due to absence at 10/15 meeting. Motion carried 4-0.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR OCTOBER 29, 2013. [SMITH]

MOTION: Councilmember Standridge moved to approve the October 29, 2013 minutes as written. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PROPOSED HOGGE ROAD MEDIAN LANDSCAPE. [FLANIGAN]

On October 16, 2012 Council authorized Ms. Eleanor Evans to work with City Administrator Flanigan on a landscape plan, for Hogge Road/FM2551, to present to TxDOT for participation in a cost share program.

Hogge Road/FM2551 will be a 6-lane divided highway intersecting with Parker Road approximately 1-mile long. Ms. Evans feels landscaping will maintain the rural appearance along with many other benefits to the City. The City of Murphy is planning to participate in the program; however, they have not finalized their plans. She has worked with City Administrator Flanigan and landscape architect, Elizabeth Pope to design the proposed landscaping plan. The proposal includes 6 - Chihliapin Oak, 9 - Live Oak, 7 - Red Bud, 8 - Shumard Red Oak, and 7 - Chinese Pistache. Irrigation for the trees will be discussed with TxDOT at a later date.

Ms. Evans requested Council to consider placing a smaller monument sign in the median, like the one on Betsy Lane, in the future.

Ms. Evans asked Council for approval of the proposed plan for submission to TxDOT.

MOTION: Councilmember Taylor moved to approve the submission of the landscape plan to TxDOT. Councilmember Pettie seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 704 REGARDING A REVIEW OF A SPECIFIC USE PERMIT TO ALLOW FOR A BARN AND A PRIVATE RIDING ARENA IN AGRICULTURAL AND OPEN SPACE ZONING DISTRICT TO BE LOCATED AT 5508 GREGORY LANE, AS REQUESTED BY THE PROPERTY OWNER, JIMMY STOCKTON/GINA ANDERSON. [SHEPHERD]

In 2008, Council approved an SUP for a private riding arena at 5508 Gregory Lane. This item is to review the SUP and approve an ordinance.

Mayor Marshall accepted public comments:

David Henry – Mr. Henry stated his understanding was the SUP was approved in 2008 subject to a home being built within 2 years and that has not happened.

There is a 19 stall barn with commercial use and lots of traffic. He asked Council to enforce what was approved and for a future meeting with Mayor Marshall.

Bill Harvey 5804 Gregory Lane – Mr. Harvey moved to Parker in 2011 because there was no commercial use in the area. He urged Council to stop any commercial use.

Margaret Henry – She feels the number of horses exceed the City allowed per acre and there is an issue with the manure. She feels there is commercial use due to trainers being onsite, number of trailers and traffic.

Gina Anderson, daughter of property owner, Mr. Stockton, of 5508 Gregory Lane – Ms. Anderson stated 2 trainers do visit their farm, 1 trains horses and 1 gives riding lessons to kids. They do not make any money from the trainers. They purchased a manure shredder and they drag the manure weekly. They use “Fly Predator” to control the flies, that eat the fly larvae. They have recently reduced the number of horses by 9. She said the traffic goes to Karma Ridge.

Ms. Anderson was provided with a copy of the proposed ordinance. Ms. Anderson stated the City is welcome to visit anytime and make inspections.

City Attorney Shepherd noted the property was for sale and reiterated to Ms. Anderson the Specific Use Permit will terminate with the transfer of ownership and this should be conveyed to any potential buyer.

Mayor Marshall recessed the regular meeting for executive session in compliance with Government Code 551.071 for confidential legal advice by City Attorney, at 7:50 p.m.

Mayor Marshall reconvened the regular meeting at 8:35 p.m.

MOTION: Councilmember Taylor moved to table this item to the December 3, 2013 meeting. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

5. QUARTERLY PARKS AND RECREATION REPORT BY PARKS AND RECREATION COMMISSION. [PETTLE]

Chair Joe Sterk reviewed the report. (Exhibit 5)

Commissioner Waites requested Council consider purchasing a microphone for next year's event.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PROCUREMENT RECOMMENDATIONS FROM SUBCOMMITTEE. [STANDRIDGE]

Mayor Marshall appointed the procurement committee to review the current procedures for City purchases and prepare a formal written process. The

procurement committee, Councilmember Standridge, Councilmember Pettie, Mayor Marshall, and City Administrator Flanigan, met on three occasions and prepared a draft of guidelines and procedures for Council to consider. (Exhibits 6)

Mayor Pro Tem Levine requested the terms “recurring” and “non-recurring” be further defined.

City Attorney Shepherd is to prepare a Resolution approving the proposed guidelines and procedures and bring to Council at a future date.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CONTRACT RECOMMENDATIONS FROM SUBCOMMITTEE. [PETTIE]

Mayor Marshall appointed the procurement committee to review and prepare a formal written process for implementing, monitoring, reviewing and terminating contracts with service providers. The procurement committee, Councilmember Standridge, Councilmember Pettie, Mayor Marshall, and City Administrator Flanigan met and prepared the proposed procedures to be considered by the Council. (Exhibit 7)

Council discussion ensued. The item is to be sent back to the committee for further review.

8. DRAINAGE SUBCOMMITTEE REPORT. [TAYLOR]

Mayor Marshall appointed the drainage committee; Councilmember Stone, Councilmember Taylor, and City Administrator Flanigan to review drainage concerns of Parker residents. The committee has met with the City's engineer, visually reviewed the ditches throughout the City, added the ability to report a problem through the website, and has held several meetings. Three website inquiries were received and investigated; the first was Estate Lane bridge which is on our long range plan; the second was the drainage ditch just north of the Estate Lane bridge which will be improved when the bridge is enlarged, and the third was a ditch on a state road not on a City street.

The committee will continue to investigate drainage concerns as they are reported; however, the current drought might cause some delay in more comprehensive evaluations. (Exhibit 8)

Staff is to have the City Engineer proceed with survey and estimates for Estate Lane Bridge.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2013- 430 APPOINTING THE ZONING BOARD OF ADJUSTMENTS OFFICERS. [FLANIGAN]

Councilmember Pettie recused herself from the meeting.

Staff recommended Jack Albritton be re-appointed as Chair to 2-year term expiring in 2015. Staff will check with Board member Ellison to ask him if he will serve as vice chair.

MOTION: Mayor Pro Tem Levine moved to appoint Jack Albritton as ZBA Chair for a 2-year term expiring in 2015 and bring back a new resolution to appoint a vice chair. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine and Taylor voting for. Motion carried 4-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE PROCESSES FOR APPOINTING BOARD AND COMMISSION MEMBERS. [PETTLE]

Councilmember Pettie prepared proposed changes to Resolution 2011-348 for Council to discuss. (Exhibit 10)

Section 1. approved all changes

Section 2. no changes

Section 3. Change "will" to "may" - *"Each Board may interview, select and present final recommendations to Council when board positions are vacant."* And approved all other changes.

Section 4. approved all changes

Section 5. Council to appoint officers

Section 6. Delete completely

MOTION: Councilmember Standridge made a motion to not change Section 3 and accept all other changes. Motion died due to lack of second.

MOTION: Councilmember Taylor moved to change *"Section 3. Interview Process. Each Board may interview, select and present final recommendations to Council when board positions are vacant."* and all proposed changes in Section 1, Section 2, Section 4, Section 5 and delete Section 6. Councilmember Stone seconded with Councilmember Stone, Standridge, Pettie and Taylor voting for. Levine opposed. Motion carried 4-1.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2013-430 APPROVING AN AGREEMENT WITH COLLIN COUNTY FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES BY PARKER FIRE DEPARTMENT INTO THE UNINCORPORATED AREAS OF PARKER'S FIRE DISTRICT. [SHEFF]

This item was tabled from the October 15 meeting for further legal review.

The agreement provided by the County addressed paid fire departments and not volunteer departments. He amended the agreement to a three party agreement to include the County, Parker Volunteer Fire Department as the Agency and the City as the owner of the equipment. He presented a redline draft for Council's

consideration. (Exhibit 11) He did note it is not new for Parker Fire Department to provide services in the County, this is to prepare a formal written agreement.

MOTION: Councilmember Taylor moved to approve Resolution 2013-430 redlined version of agreement. Councilmember Pettie seconded with Councilmembers Stone, Standridge, Pettie, Levine and Taylor voting for. Motion carried 5-0.

ROUTINE ITEMS

12. FUTURE AGENDA ITEMS

13. DEPARTMENT REPORTS FOR OCTOBER - ANIMAL CONTROL, POLICE, COURT, BUILDING PERMITS, CODE ENFORCEMENT

14. REMINDER OF PUBLIC HEARING ON PARKER ROAD FROM FM 2551 TO COUNTRY CLUB IS NOVEMBER 19.

The Texas Department of Transportation (TxDOT), in cooperation with the Federal Highway Administration (FHWA), will conduct a Public Hearing on Tuesday, November 19, 2013, for the proposed improvements to Farm to Market (FM) 2514 locally known as Parker Road, in Collin County, Texas.

The purpose of the Public Hearing is to present the anticipated social, economic and environmental effects of the proposed project. The Public Hearing will be held at the McMillan Junior High School cafeteria located at 1050 Park Blvd., Wylie, Texas 75098. Prior to the Public Hearing, an Open House will be held from 6:00 PM to 7:00 PM to allow for questions and review of project exhibits. TxDOT and Collin County Staff will be available to answer questions during the Open House. The formal Public Hearing presentation will begin at 7:00 p.m. followed by a public comment period.

EXECUTIVE SESSION –

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

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

Govt. Code 551.071—"Confidential legal advice regarding pending or threatened litigation."

John Wingfield Jr.

Mayor Marshall recessed the regular meeting at 9:50 pm.

16. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the regular meeting at 10:34 pm.

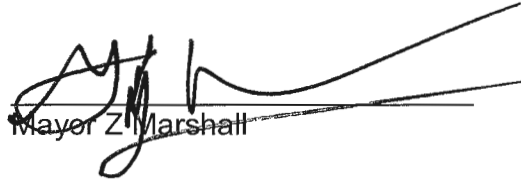
17. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

18. ADJOURN

Mayor Marshall adjourned both the Council and Parks and Recreation meeting at 10:35 pm.



APPROVED:


Mayor Z. Marshall

ATTESTED:


City Secretary Carrie L. Smith, TRMC, CMC

APPROVED on the 3rd day
of December, 2013.

EXHIBITS

- 5 - P&R Quarterly Report
- 6 - Procurement Proposal
- 7 - Contract Review Proposal
- 8 - Drainage Report
- 9 - Councilmember Pettie's Conflict of Issue
- 10 - Board and Commission Appointment proposed changes
- 11 - County Fire Services Agreement Redline



Parks & Recreation

Quarterly Report – November 2013

P&R Agenda



- œ Parkerfest 2013
- œ Meetings
- œ Scout Projects
- œ Wait Till Next Year

P&R – Parkerfest 2013

Budget



Type	Name	Amount
Port-a-Potties	Blue Bonnet Waste	\$170.30
Advertisement	Kwik-Kopy	\$225.00
Koozie's	Artistic Textile Graphics	\$205.00
Prizes and Ribbons		\$91.47
Face Painter	Deaver Family	\$52.16
Total		\$743.93

Type	Number	Amount
Vendors	36 Total	\$1,080.00
Difference		\$336.07

Type	Donated	Amount
Cakes – 10	Furrs – Ray Hemming	Free
Fliers – 1,200	Brooke Asiatico	Free

P&R – Meetings



- œ Normal Meetings – July and September
- œ Special Meetings – August and October
- œ Parkerfest Sub-Committee met 1 to 2 times a month for last 6 months
- œ November Meeting 27th???

P&R – Parkerfest 2013



- œ **Parkerfest 2013 – Sandy Waites and Cindy Stachiw (co-chairs), Bart and Phyllis were vital too**
- œ **Huge Turnout – Easily over 500 Parkerites**
- œ **Vendors had a big day**
 - œ Some food vendors sold out or did over \$500 more than projected
 - œ Vendors seemed please
- œ **Harley and Cars were a big draw**
- œ **Bobcats and Horses – Great for the Kids, always busy**
- œ **Scouts – Kade Johnson – 5 games (ran out of prizes)**
- œ **87 release forms signed, 60 less than last year – fewer hours**
- œ **6 Pies, 4 Pumpkins, 10+ dogs**
- œ **Blood – 9 donations would have liked 10 or more**
- œ **Scouts – 12 teen volunteers**

Parkerfest 2013

Pictures



Dog or Lion



Here come the Dogs

Parkerfest 2013

Pictures



More Dogs



Cars, Cars, Cars – 3 times counted
over 150 cars

Parkerfest 2013

Pictures



Parkerfest busy all Day



Bobcats were a big draw

Parkerfest 2013

Pictures



Here - Kitty Kitty Kitty



Bart pets the Bobcat

Parkerfest 2013

Pictures



Horses always big draw



More Horses

Parkerfest 2013

Pictures



Pumpkin Contest



Parkerfest Pumpkin

Parkerfest 2013

Pictures



Here Comes the Band



Great Day for All

P&R – Scout Projects



œ Sub-Committee Chair - Cindy Stachiw

œ Current / Future Projects

œ Plant Identification

œ Exercise Markers

œ Garden Club (Girl Scouts)

œ Completed Project

œ Kid Games (now and forever) – Kade Johnson

œ Working on Additional Project List – Made List

P&R – What's Next



- œ Training
- œ More Scout Projects
- œ Get Together for Thank You to P&R – Dec. 11th
- œ Review P&R Ordinances
- œ Debrief Parkerfest



Parks & Recreation

Thank you!

City of Parker

Procurement Guidelines and Procedures

I. Reoccurring expenses

- a. Reoccurring expenses such as, but not limited to, utilities, telephone service, contracted services (landscaping, janitorial, legal, training etc) Insurance and payroll related costs will be paid as invoices are received.
 - i. Reviewed by Finance Department for accuracy.

II. Non reoccurring expenses under \$500

- a. Non reoccurring expenses under \$500 should be submitted to the Finance Department using a check request form signed by the department head.
 - i. Availability of funds within the budget must be verified before submitting the check request

III. Non reoccurring expenses over \$500 and under \$10,000

- a. Purchase Order should be completed and submitted to the Finance department for approval prior to ordering.
 - i. For the fire department, email can be sent to Administrative Assistant requesting he/she prepare the purchase order for them. They should provide Vendor name, item description, cost and quantity as well as budget line item to be charged.
- b. Purchase orders will be reviewed and approved / denied within 48 hours of submission
- c. Approved purchase order will be emailed to department requesting the expense.
 - i. Order placed
 - 1. For the fire department, order can be placed by Volunteer or Administrative Assistant whichever works best for the department.
- d. Attach Purchase order to invoice when received
- e. Process invoice

IV. Non reoccurring expenses \$10,000 to \$49,999

- a. Should be submitted to City Administrator using Purchase order system as outlined above.
- b. City Administrator shall review expenditure and determine if additional approval is required by an Investment Committee Officer.
 - i. If purchase is determined to be regular city business such as purchase of water meters, street repairs and items previously approved by Council City Administrator can approve and send to Finance Department for processing
 - ii. If the expenditure is unexpected, an emergency or out of the ordinary the City Administrator will contact an Investment Officer and /or the Mayor for approval before processing.

V. Any expense \$50,000+ as required by State Law

City of Parker

Contract Recommendations and Suggestions

- A. Determine what contracts, if any, are necessary.
 - 1. Services such as cleaning
 - 2. Professional services
- B. Determine if contracts are to be approved by Council or by Mayor or Staff
 - 1. Routine service contracts to be handled by Mayor and City Administrator or their designee(s)
 - 2. Professional service contracts to be handled by Mayor and Council
 - 3. All contracts are to be signed by Mayor and City Attorney
- C. Standardize contracts as much as possible
 - 1. Attorney write or review before signing
 - 2. Qualifications stated and what is necessary for "proof" such as licenses, proof and requirements to be kept in file at City Hall
 - 3. Services to be performed spelled out, performance measures defined
 - 4. Fees to be specified in detail
 - 5. Payment terms to be specified
 - 6. Term of Services specified
 - a. Renewal clause
 - b. Default/Penalty clause
 - 1. Path of resolving problems, contract conflicts
 - c. Termination clause
 - 7. Contact Person with City and for service provider
 - a. Specify who has the authority for specific approvals and how other approvals are to be handled
 - b. Determined by Mayor and/or City Administrator
- D. Contract Monitoring and Review
 - 1. Contract Monitor
 - a. To monitor contract compliance/complaints during contract term
 - b. Determined by Mayor and/ City Administrator
 - 2. Annual review by City
 - a. Benchmarks, if any, met
 - b. Performance of services
 - c. Compliance with contract and any applicable Ordinances
 - d. Determine if any changes/updates are necessary
 - e. Determine to continue or terminate

City of Parker

Contract Recommendations and Suggestions

E. Request for Proposals

1. For all service contracts except professional services
2. Staggered times so all do not have to be done at same time/year
3. Must be done at least every 5 years
4. May be renewed with same service provider if so desired

F. Request for Qualifications

1. For all professional services contracts
2. Staggered times so all do not have to be done at the same time/year
3. Must be done at least every 5 years
4. May be renewed with the same service provider if so desired

DRAFT

Memorandum

DATE: November 13, 2013

TO: Mayor and Council

FROM: Drainage Subcommittee – Councilmembers Taylor and Standridge, City
Administrator Flanigan

RE: Drainage Review

The Drainage Committee met in the field on Tuesday, Oct 16th after a 3+ day slow rain event which produced 1.75 inches of rain. The ground was saturated and provided an opportunity to visit the areas of concern (which have been emailed in by Parker residents) to see how the current drainage solutions were performing.

All drainage areas visited appeared to be performing as intended. It should be noted that this was not inspected during a flood event.

The drainage easement/creek which runs behind the homes located at the east end of Creekside was flowing at an expected rate and did not appear to be backed-up or in danger of flooding at the time of inspection. There was a reasonable accumulation of debris in the creek and the growth of grass, trees, and cattails appear to keep much of the debris from continuing downstream. The debris noted may originate from a subdivision just to the north of this area which is located within the City of Murphy. The debris accumulation could continue downstream and back into the City of Murphy if all of the growth were to be removed. We spoke with home owner Mike Grimes, 5306 Creekside Ct, during this visit. Mr. Grimes informed us that he often removed the trash and debris which collected in the creek behind his house.

The bridge at Estate Lane is located just to the south of the creek area noted above. This bridge has physical evidence of previous water back-up and over flow (not from this rain event). It is the Committee's opinion that if the water flow at this bridge was improved, the rapid rise of water and possibility of flooding upstream would be reduced.

All drainage areas observed on October 16, 2013 were found to be functioning effectively for a normal rain event even with ground saturation. It was also observed that these areas may not be adequate to handle the excessive water of area flooding due to the flow restriction at the Estate Lane bridge.

By City Administrator Flanigan and Councilmember Pettie

RESOLUTION NO. 2011-348
(Boards and Commissions Membership)
(Amending Res. 2010-315)

A RESOLUTION DEFINING MEMBERSHIP ON BOARDS AND COMMISSIONS OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

WHEREAS, the City Council of the City of Parker, Collin County, Texas desires to expand the involvement of residents of the City of Parker on the boards and commissions appointed by the City Council.

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

SECTION 1. Candidate Pool. The Parker City Council will seek to appoint the best qualified candidate to each of the boards and commissions of the City. **Candidates may be considered in order from:**

- Existing Board and Commission Alternates who are interested in becoming **full voting** board or commission members on which they serve as an alternate, and who are in good standing in their current assignment
- Members of other boards or commissions who are interested in transferring to the open board or commission
- Recent board or commission applicants
- Citizens of Parker who are not yet on a board or commission, or who have not submitted an application within the past 12 months.

SECTION 2. Simultaneous Membership Prohibition. In order to promote diverse membership among the boards and commissions, no individual resident shall serve on more than one board or commission simultaneously, unless no other qualified candidates are available. If no qualified candidates are immediately available, the City will seek new applicants, through website notifications, announcements at Council meetings, discussions with Board and Commission chairpersons, and through requests of citizens. If, after 30 days of searching, no qualified candidates are available, then an individual who is already serving on one Board or Commission may be appointed to another Board or Commission, with the preferred appointment as an alternate member. However, no one individual shall serve simultaneously as a member on both Planning and Zoning Commission and Zoning Board of Adjustments.

SECTION 3. Interview Process. ~~Each Board~~ **The Council** will interview, and select ~~and present final recommendations to Council,~~ **candidates** when Board positions are vacant. The following steps will be taken:

- 1) City Staff will ~~screen~~ check candidates for basic qualifications (residency, other Board membership in Parker, etc.), and will present qualified candidates to Council ~~each Board.~~

By City Administrator Flanigan and Councilmember Pettie

- 2) Select Applicants will meet interview with council, during an open meeting, and answer questions regarding their candidacy.
- 3) ~~Current Board members conduct initial set of interviews, using standard questions, plus any additional they feel are appropriate for each individual.~~
- 4) ~~Current Board members will provide their recommendation to Council.~~
- 5) ~~Recommended appointee will meet with Council and answer questions from Council about their candidacy.~~

SECTION 4. Interview Questions. The following questions are examples of what may be asked but Council is not limited to these questions: ~~will be the standard questions for all candidates for Board or Commission positions. These questions are required, but are not exclusive:~~

- Please give details about municipal experiences you have had, if any
- Please provide a brief summary of your background, including professions, volunteer and community roles you've held. (If you'd like to submit a resume, please do so, but also please give details about municipal experiences you've had).
- ~~Why did you move to Parker?~~
- What is your vision for the future of Parker?
- How would you describe the role of (Planning and Zoning Commission, Parks and Recreation Commission, Zoning Board of Adjustments) member?
- ~~Please describe your personal style when working on volunteer committees.~~
- How do you manage conflict or difference of opinion in committee/small group settings?
- Why are you interested in serving on (Planning and Zoning Commission, Parks and Recreation Commission, Zoning Board of Adjustments)? ~~What changes do you think are needed in Parker?~~
- Specific to Planning and Zoning Commission: What is your philosophy for future development and land use within Parker?
- How do you feel about retail developments within Parker?
- Specific to Parks and Recreation Commission: What is your philosophy on parks and open spaces within a city?
- Specific to Zoning Board of Adjustments: What thought process will you use to rule on issues brought to Zoning Board of Adjustments?

SECTION 5. Officer Appointment Process. Council ~~Board members~~ will appoint Board Officers, Council may seek input from existing Boards or Commission members but is not required to do so. ~~according to the pre-defined Officer appointment schedule. The following steps will be taken:~~

- 1) ~~Board members will review and communicate qualifications and responsibilities of each Officer position.~~
- 2) ~~The current Board Chair will solicit candidates for all open Officer positions, other than the Chair, and will lead discussions with the Board about the~~

By City Administrator Flanigan and Councilmember Pettie

~~qualifications of each candidate. The Board will vote on a recommendation to fill each open Officer position and will communicate the recommendation to City Staff and Council.~~

- 3) ~~The Board Vice Chair will solicit candidates for the Board Chair position, and will lead discussions with the Board about the qualifications of each candidate. The Board will vote on a recommendation to fill each open Board Chair position and will communicate the recommendation to City Staff and Council.~~

SECTION 6. The Council shall will appoint ~~may consider the recommendations from Board for Board and Commissions members and Officer appointments. The Council may approve, disapprove, or amend the recommendations. An example of amendment of the recommendation would be appointing the recommended applicant to a full, rather than an alternate, position.~~

SECTION 7. This resolution is effective upon its passage. Resolution 2010-315 is repealed and replaced by this resolution.

APPROVED AND ADOPTED this _____ day of _____, 2010.

APPROVED:

Joe Cordina, Mayor

ATTESTED:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

COUNTY OF COLLIN §
 §

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Parker Fire Department (hereinafter referred to as "AGENCY"), and the City of Parker (hereafter referred to as "CITY") (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

WHEREAS, AGENCY is a ~~municipal corporation or~~ nonprofit corporation, and City is a municipal corporation, each duly organized and operating under the laws of the State of Texas, ~~and with Agency~~ engaged in the provision of fire protection and firefighting services and related services; and

WHEREAS, ~~AGENCY-CITY~~ is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

WHEREAS, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Incorporation of Recitals. The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

II. Obligations and Responsibilities of AGENCY

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 ~~If AGENCY is a nonprofit corporation,~~ AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 ~~AGENCY warrants and promises that it will~~ as a volunteer organization, will attempt to respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. ~~AGENCY further warrants and promises that it will take reasonable measures to provide will mandate~~ appropriate training of all personnel and ~~ensure~~ proper certification of all firefighter staff. AGENCY will be acting as the Agent of the County pursuant to Section 352.004 of the Local Government Code. AGENCY's insurance is limited to the coverage of the CITY's insurance policy. CITY will not be liable for AGENCY's acts outside the municipality.

~~2.6 — AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.~~

III. Obligations and Responsibilities of COUNTY.

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid

within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

3.4 COUNTY and CITY do agree, pursuant to Section 352.001 of the Texas Local Government Code that AGENCY may use the CITY fire fighting equipment pursuant to this Agreement, provided further that COUNTY will indemnify and hold harmless CITY for all damages and claims to the CITY equipment, and -claims for its use outside the municipality. The charge to the COUNTY for such use is \$10.00 per year.

IV. Effective Date, Term and Termination.

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

V. Miscellaneous

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:
Collin County, Texas
Attn: County Judge, Keith Self
2300 Bloomdale Rd.
McKinney, TX 75071

To AGENCY:
Parker Fire Department
Attn: Fire Chief, Mike Sheff
5700 E. Parker Rd.
Parker, TX 75002

To CITY:
City of Parker
Mayor's Office
5700 E. Parker Rd.
Parker, TX 75002

5.2 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.3 **Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.4 **Governing Law.** This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.5 **Non Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.6 **No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.8 **Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.9 **Dispute Resolution.** The Parties agree to use alternative dispute resolution, including mediation to attempt to resolve any conflicts which may arise under this Agreement.

5.10 **Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

Collin County, Texas

AGENCY

County Judge, Keith Self
Acting on behalf and by Authority
Of the Collin County Commissioners

Date

ATTEST:

Name

Title

Date

ATTEST:

CITY OF PARKER

	By:
Stacey Kemp, County Clerk	Z Marshall, Mayor
	Date: