



AGENDA
CITY COUNCIL MEETING
May 13, 2014 @ 5:30 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Special Meeting on Tuesday, May 13, 2014 at 5:30 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION – 5:30 TO 7:00

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

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Govt. Code 551.071—Confidential legal advice regarding law governing development exactions; and compliance with rough proportionality law—Parker Ranch.
 - b. Govt. Code 551.087—Consideration of an economic development proposal received from Haynes Development Company for property located in the ETJ of Parker near Curtis and Lewis roads.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

PRESENTATION

- RECOGNITION OF EAGLE SCOUT MARSH PATTEN.

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.

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

4. APPROVAL OF MEETING MINUTES FOR APRIL 15, 2014. [SMITH]
5. AUTHORIZE STAFF TO ADVERTISE FOR BIDS FOR THE 2014 ANNUAL ROAD MAINTENANCE CONTRACT. [FLANIGAN]
6. ACCEPT DONATION OF PICNIC TABLES FOR THE PARKER WOMEN'S CLUB FOR THE PRESERVE. [FLANIGAN]

INDIVIDUAL CONSIDERATION ITEMS

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PROPOSED DEVELOPMENT AGREEMENT DEVELOPER WYNNE/JACKSON FOR THE TRACT OF LAND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF CURTIS LANE AND EXISTING FM 2551, APPROXIMATELY 53 ACRES IN PARKER'S EXTRA TERRITORIAL JURISDICTION. [FLANIGAN]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PROPOSED DEVELOPMENT AGREEMENT WITH DEVELOPER RON HAYNES FOR A TRACT OF LAND GENERALLY LOCATED SOUTHWEST OF CURTIS LANE AND LEWIS LANE. [FLANIGAN]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-441 MODIFYING RESOLUTION 2008-226 AN AGREEMENT FOR EMS MEDICAL CONTROL. [SHEFF]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FIRE DEPARTMENT STIPEND. [SHEFF]
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-442 DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP., MID-TEX DIVISION. [SHEPHERD]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-443 APPOINTING A CONTRACT REVIEW COMMITTEE. [MARSHALL]

ROUTINE ITEMS

13. FUTURE AGENDA ITEMS

14. UPDATES:

- a. Summer Planning and Budget Calendar

15. ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before May 9, 2014 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Carrie L. Smith, TRMC
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: May 13, 2014
Budgeted Amount:	Department/ Requestor: Routine
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: April 16, 2014
Exhibits:	1. Proposed Minutes

AGENDA SUBJECT

ACTION ON MEETING MINUTES FOR APRIL 15, 2014. [SMITH]

SUMMARY

Please review the attached minutes and contact me with any necessary changes. I will amend the minutes prior to the meeting.

Thank you,
Carrie

POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter - Office Use			
Approved by:			
Department Head:	Carrie Smith	Date:	5/8/2014
City Attorney:		Date:	
City Administrator:	<i>Tiffy Hay</i>	Date:	5/8/14

MINUTES
CITY COUNCIL MEETING
April 15, 2014

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Marshall called the meeting to order at 5:30 p.m. Councilmembers Stone, Standridge, Levine, Pettle and Taylor were present.

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

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.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Govt. Code 551.071—Confidential legal advice regarding pending litigation. Wingfield vs. Parker
 - b. Govt. Code 551.071— Confidential legal advice regarding law governing development exactions; and compliance with rough proportionality law— Parker Ranch.
 - c. Govt. Code 551.087—Consideration of an economic development proposal received from Haynes Development Company for property located in the ETJ of Parker near Curtis and Lucas roads.

Mayor Marshall recessed the meeting to executive session at 5:31 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Marshall reconvened the meeting at 7:00 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Stone led the pledge

TEXAS PLEDGE: Councilmember Standridge led the pledge

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

No comments.

PRESENTATION

PRESENTATION OF CHECK TO THE FIRE DEPARTMENT FOR FUNDS RAISED AT THE 2014 VFD FUNDRAISER EVENT.

Councilmember Pettle presented Chief Sheff and Division Chief Barnaby with a check in the amount of \$62,728.27 raised at the 2014 annual VFD fundraiser event in February.

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

4. APPROVAL OF MEETING MINUTES FOR APRIL 1, 2014. [SMITH]
5. APPROVAL OF THE FORM OF RESOLUTION 2014-440 APPROVING THE CITY CONTRACT POLICY FOR 2014. [SHEPHERD]
6. APPROVAL OF ORDINANCE 711 AMENDING CITY SIGN CODE §153.05 (C) (3), AMENDING REGULATIONS FOR POLITICAL SIGNS AND ESTABLISHING REGULATIONS FOR ELECTIONEERING AT POLLING LOCATIONS. [SHEPHERD]

MOTION: Councilmember Taylor moved to approve the Consent Agenda as presented. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

7. REPUBLIC (PREVIOUSLY ALLIED) WASTE QUARTERLY REPORT. [RICK BERNAS]

Mr. Rick Bernas, new Municipal Marketing Manager, with Republic Waste reviewed the quarterly report with Council. (Exhibit 7A). He noted the ice storm had caused a significant increase in bulk trash in the past quarter. Drive by's are each individual pickup per residence for recycle, bulk and trash; so, each week there is 3

drive by's per residence. Mayor Marshall requested these numbers to be broken down in more detail in the next report.

8. PARKS AND RECREATION COMMISSION QUARTERLY REPORT. [PARKS AND RECREATION]

Parks and Recreation Commissioner, Sandy Waites reviewed the quarterly report with Council. The presentation noted the Vice-Chair Stachiw has agreed to serve as Chair until her term expires in November. Mayor Marshall wants this to be on a future Council agenda for approval. Chairperson Sterk has not resigned at this time, but has communicated he will be stepping down once his house sales. Potential vendors may contact either Sandy Waites or Cindy Stachiw, their information is on the City website. Council requested a representative from Parks and Recreation Commission to be present at the Planning Session on June 17. (Exhibit 8A)

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A LETTER TO SOLICIT CITIZEN INPUT REGARDING THE CURRENT ZONING ORDINANCE/ COMPREHENSIVE PLAN AND SCHEDULING A TOWN HALL MEETING. [LEVINE]

MOTION: Mayor Pro Tem Levine moved to authorize the review committee to amend the proposed letter, mail the letters to the citizens on May 15, request responses by May 30 and present compiled data to Council on June 17 and discuss if a town hall meeting is needed or not. Councilmember Pettle seconded with Councilmember's Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE JULY 1ST REGULAR COUNCIL MEETING. [MARSHALL]

MOTION: Councilmember Standridge moved to cancel the July 1, 2014 regular scheduled Council meeting due to July 4th holiday. A special meeting may be called if needed. Councilmember Stone seconded with Councilmembers Stone, Standridge, Levine, Pettle and Taylor voting for. Motion carried 5-0.

ROUTINE ITEMS

11. FUTURE AGENDA ITEMS

May 13, - amended contract with Fire medical director.

May 13 - Fire Department Stipend

May 13 - dedication of historical marker

June 3 - reappointment of municipal clerk along with the Judge and Prosecutor

June 3 - Code enforcement officer to attend and give presentation on monthly report.

12. UPDATES:

- a. Summer Planning and Budget Calendar - Mayor Marshall and Councilmember Taylor are available for all dates. Mayor Pro Tem Levine will be out of town in July so alternative dates for the budget session will be discussed.
- b. Taps Transportation [STANDRIDGE] - Councilmember Standridge reported on the TAPS Public Transportation Program. As of this date, no Parker resident has used TAPS. Due to this, the City expressed that it may be interested in the program in the future but not at this time and no money was committed to this program. TAPS considers Parker as interested community but there will be no cost.

13. DEPARTMENT REPORTS - Animal Control, Police Department, Court, Building Department, Finance Department, Web Report

14. ADJOURN

Mayor Marshall adjourned the meeting at 7:57 pm.

APPROVED:

Mayor Z Marshall

ATTESTED:

City Secretary Carrie L. Smith

APPROVED on the _____ day
of _____, 2014.

City of Parker



**Jan 2014 – March 2014
Report**

Rick Bernas

ALLIED WASTE SERVICES OF PLANO

YTD tons 2014



PARKER	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Solid Waste	395			
Recycle	109			
Bulk/Brush	203			

TOTALS 707



Drive By's 2014



Homes Serviced:

1ST qtr: 3,677

2nd qtr:

3rd qtr:

4th qtr:

Drive by's

1st qtr: 35,549

2nd qtr:

3rd qtr:

4th qtr:

YoY Disposal Cost



2013

S/W 1st qtr: \$12,778

2014

1st qtr: \$ 17,043

**27 loads from storm
debris cleanup.**

YTD total \$ 17,043

YoY Diesel Cost / gallon



2013

2013 avg. \$3.84

2014

1st qtr: \$3.80

2012 Avg. / gallon \$3.86

2011 Avg. / gallon \$3.78

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

Avg cost/gallon \$ 3.80

Customer Satisfaction 2014



Jan – Mar: 12 calls / 3677

Conclusion – Action plans



TWO INDUSTRY INNOVATORS ARE NOW ONE ENVIRONMENTAL LEADER.

**Thank You
CITY OF PARKER**



CC Minutes
4/15/2014
Exhibit 8A



Parks & Recreation

Quarterly Report – April 2014

P&R Agenda



- ❖ Parkerfest 2014
- ❖ Spring & Summer
- ❖ Scout Projects
- ❖ Retiring

P&R - Parkerfest 2014



❖ Parkerfest 2014 - Sandy Waites and
Cindy Stachiw (co-chairs)

❖ Early Planning Phases

❖ Even Better than Last Year

(low to no cost to city)

P&R - Spring & Summer



- ❖ Lots of Visitors
- ❖ Rules Reminder in Newsletter
- ❖ Trails used if not everyday last year, almost every day

P&R – Scout Projects



- ☞ Sub-Committee Chair - Cindy Stachiw
- ☞ New Scout List Approved by P&R and City
- ☞ Lots of Scout interest already this year
 - ☞ One project completed this year.
 - ☞ Exercise Markers and Benches on Trail
- ☞ Publish New Scout Wish list in next Newsletter

P&R - Retiring



¤Bart Blaydes

¤Phyllis Houx

¤Joe Sterk

¤Cindy Stachiw - if Approved - acting
Chairperson... until November 2014 only

¶

Parks & Recreation

Thank you!



Council Agenda Item

Budget Account Code:	1-60-6610	Meeting Date:	May 13, 2014
Budgeted Amount:	\$350,000	Department/ Requestor:	City Administrator
Fund Balance-before expenditure:		Prepared by:	Flanigan/Birkhoff
Estimated Cost:		Date Prepared:	5/9/2014
Exhibits:			

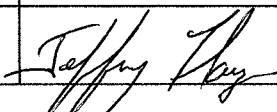
AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR THE 2014 ANNUAL ROAD MAINTENANCE CONTRACT. [FLANIGAN]

SUMMARY

This is the standard process of authorizing staff and engineering to evaluate, and prepare documents for bidding the City's annual street maintenance contract. Staff will prepare the necessary bid documents and advertise for bids. Once bids are received they will be brought to Council for approval. The streets that will be repaired will be evaluated based on cost.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	5/8/14



Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	May 13, 2014
Budgeted Amount:	N/A	Department/ Requestor:	City Administrator
Fund Balance-before expenditure:	N/A	Prepared by:	Jeff Flanigan
Estimated Cost:	N/A	Date Prepared:	5/9/2014
Exhibits:			

AGENDA SUBJECT

ACCEPT A DONATION OF PICNIC TABLES FOR THE PRESERVE FROM THE PARKER WOMEN'S CLUB. [FLANIGAN]

SUMMARY

All gifts to the City require formal approval by the City Council.

POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Flanigan</i>	Date:	5/8/14

From: dpaz@globalindustrial.com
Sent: Friday, May 2, 2014 2:42 PM
To: psthreadgill@tx.rr.com
Subject: Sales Quotation # 2664365



2505 MILL CENTER PARKWAY SUITE 100
 BUFORD, GA 30518

Sales Quote

Account #: 3010396	Quote #: 2664365	Quote Issued: 05/02/2014
PARKER WOMEN'S CLUB	PSTHREADGILL@TX.RR.COM	*Quote Expires 30 Days from Issue
JEFF FLANIGAN	Phone: (972) 442-4340	
5700 E PARKER RD	Fax:	
PARKER, TEXAS 75002		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
277152GN	72" Rectangular Expanded Metal Picnic Table Green	DIRECT SHIPPIERS - TRUCKING	2	\$533.00	\$1,066.00
					Item Total: \$1,066.00
					Estimated Freight: \$272.02
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS					*Total: \$1,338.02

Notes DIANA 2528	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: DIANA PAZ Email: dpaz@globalindustrial.com Phone: (800) 645-1232 x2528 Fax: (800) 336-3818
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*Applicable taxes and shipping charges will be added to invoice. Globals standard terms and conditions apply. Please see our website www.globalindustrial.com for details.



Council Agenda Item

Budget Account Code:	Meeting Date: May 13, 2014
Budgeted Amount:	Department/ Requestor: Public Works
Fund Balance-before expenditure:	Prepared by: Flanigan
Estimated Cost:	Date Prepared: 5/9/2014
Exhibits:	1) Letter from Developer Wynne/Jackson 2) Concept Layout

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PROPOSED DEVELOPMENT AGREEMENT DEVELOPER WYNNE/JACKSON FOR THE TRACT OF LAND GENERALLY LOCATED ON THE SOUTHEAST CORNER OF CURTIS LANE AND EXISTING FM 2551, APPROXIMATELY 53 ACRES IN PARKER'S EXTRA TERRITORIAL JURISDICTION. [FLANIGAN]

SUMMARY

See attached.

POSSIBLE ACTION

Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffy Hay</i>	Date:	5/9/14

W Y N N E J A C K S O N

April 30, 2014

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

Dear Jeff,

We request a development agreement for the tract of land located on the southeast corner of Curtis and existing FM 2551, a tract of land totally approximately 53 acres located in ETJ of the City of Parker.

We request the following variances from the City's SFT zoning:

1 acre minimum lot size

1.12 acre average lot size

All lot set-backs be the 1 acre standards

50 of right of way for all roads, excluding the proposed 4 lane, collector road

Solid fences up to 8 feet in height allowed along existing FM 2551 and future FM 2551, such fences to be either stone, brick or wood. If wood, then such fences shall have steel poles, common stain and the "good side" facing away from the home.

Lot layout shall roughly conform to the attached lot layout

The proposed community will:

Dedicated the future FM 2551 to the City of Parker

Have an entrance monument off of existing FM 2551

Have a mandatory HOA

If you have any questions, please feel free to contact me at anytime.

Sincerely,

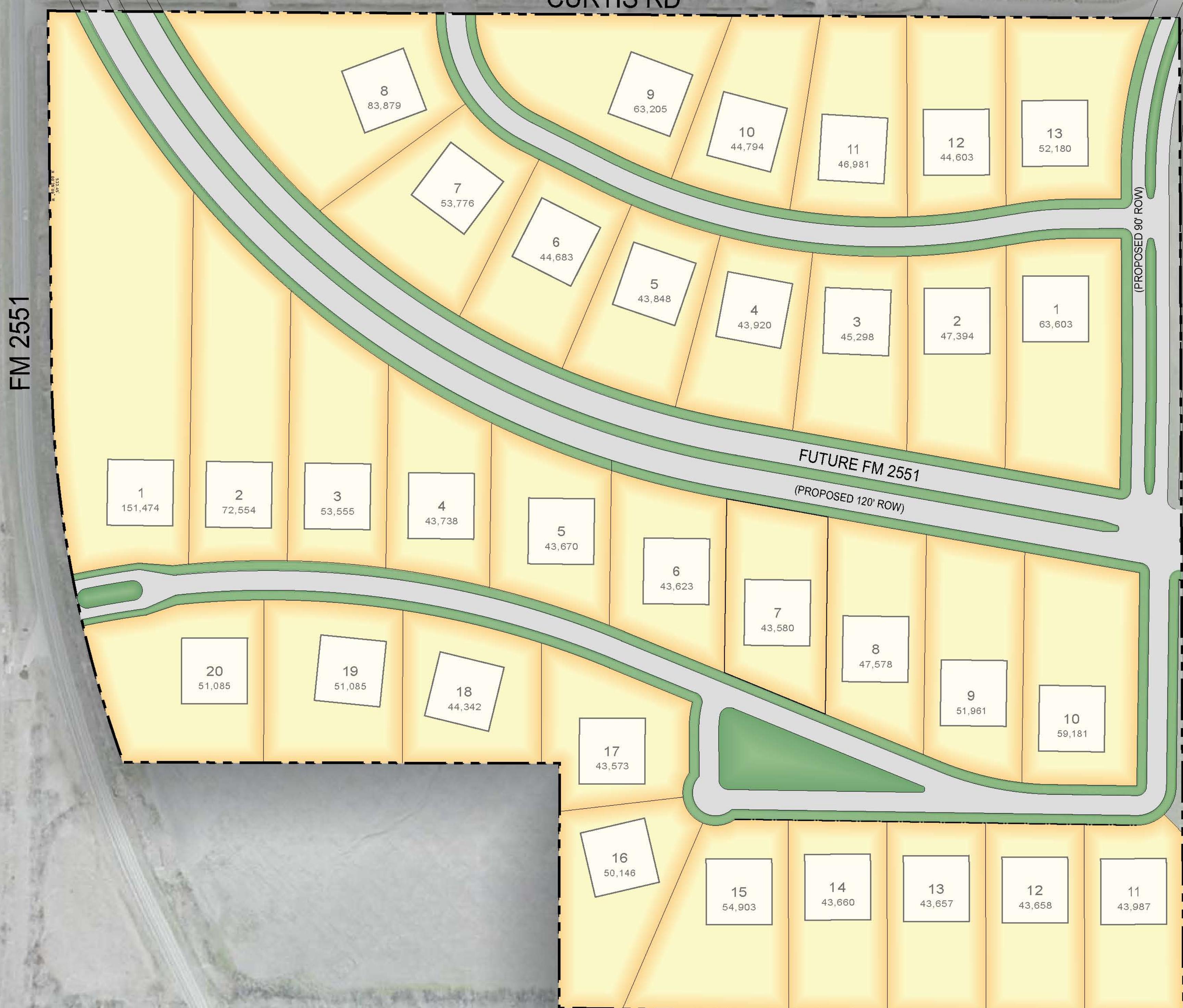

Christopher Jackson

wynnejackson.com

214.880.8600 • Fax: 214.880.8709

600 North Pearl St., Suite 650, LB 149 • Plaza of the Americas • Dallas, TX 75201

Developers of Plaza of the Americas and other quality projects



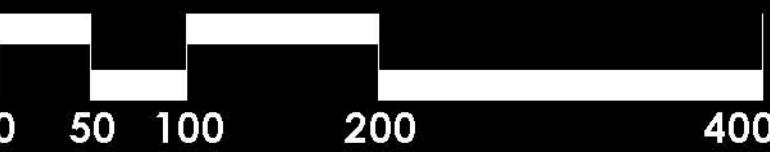
CONCEPTUAL LAND PLAN - ±53 AC

PARKER PLACE - 33 LOTS

City of Parker, Collin County, Texas

April 23, 2014

JACOBS



NOTE: This plan is diagrammatic only and is intended to show potential configuration. This plan is only conceptual and is not based upon a detailed survey of existing site conditions such as property lines, subsurface conditions, limits of trees, topography, utilities, easements, etc. April 23, 2014



Council Agenda Item

Budget Account Code:	Meeting Date: May 13, 2014
Budgeted Amount:	Department/ Requestor: Public Works
Fund Balance-before expenditure:	Prepared by: Flanigan
Estimated Cost:	Date Prepared: 5/9/2014
Exhibits:	1) Concept plan

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A PROPOSED DEVELOPMENT AGREEMENT WITH DEVELOPER RON HAYNES FOR A TRACT OF LAND GENERALLY LOCATED SOUTHWEST OF CURTIS LANE AND LEWIS LANE. [FLANIGAN]

SUMMARY

See attached

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	5/9/14



SOUTHRIDGE ESTATES
PARKER, TEXAS
SCALE: 1"=400'



Council Agenda Item

Budget Account Code:		Meeting Date: May 13, 2014
Budgeted Amount:	\$2,000	Department/ Requestor: Fire Department
Fund Balance-before expenditure:		Prepared by: Sheff
Estimated Cost:	No change from budgeted amount	Date Prepared: April 28, 2014
Exhibits:	1) Proposed Resolution 2014- 441 2) Resolution 2008-226 - AGREEMENT FOR EMS MEDICAL CONTROL dated October 1, 2008	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-441
MODIFYING RESOLUTION 2008-226 AN AGREEMENT FOR EMS MEDICAL CONTROL
[SHEFF]

SUMMARY

On October 1, 2008 Parker FD entered into an annually renewing contract with Questcare Medical Services, P.A. for medical supervision of the department's EMTs and paramedics including, but not limited to, provision of on-line medical control via base station communications located at Medical Center of Plano, provision of medical protocols, and providing for the continuing education for our medical personnel. The contract made note that Mark Gamber, D.O., or such other physician appointed by Questcare, would be assigned as our department's medical director. Parker would be charged at a rate of \$65 per hour subject to a minimum of \$100 per month (\$1,200 per annum) plus \$250 to defray the cost of medical malpractice insurance carried by Questcare.

We note that Questcare provides medical directorship to, among others, Plano FD, Murphy FD and Lucas FD.

Since the contract was first established the total annual cost of medical directorship has never exceeded \$2,000. Dr. Gamber has continued as, and currently is, our medical director.

Questcare has requested two modifications to the contract as follows:

1. Questcare may appoint another physician OR a physician assistant employees OR contractors of Questcare in substitution for Dr. Gamber to conduct all or part of the activities required of the Medical Director; and
2. The requirement that payment be made 30 days after invoice (Terms of invoice were omitted from the original contract). The change also removes the minimum monthly charge of \$100.

The department views these modifications as acceptable and recommends approval by Council.

POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head:	Chief Sheff by email	Date:	Thu 5/8/2014 11:17 AM
City Attorney:	by email	Date:	Thu 5/8/2014 4:58 PM
City Administrator:		Date:	5/9/14

RESOLUTION NO. 2014-441
(Amendment of - F.D. EMS Medical Control)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO THE AGREEMENT FOR EMS MEDICAL CONTROL SERVICES ADOPTED BY RESOLUTION 2008-226; AUTHORIZING THE MAYOR OR MAYOR PRO-TEM TO EXECUTE THE AMENDMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to amend the Agreement for EMS Medical Control Services to obtain certain services to be performed for the benefit of the City of Parker, Texas;

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

SECTION 1. The Amendment attached hereto, and entitled "Amendment to Agreement for EMS Medical Control", is approved.

SECTION 2. The Mayor or Mayor Pro-tem are hereby authorized to execute the Amendment to the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase, or section of this Resolution and the Amendment to the Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this _____ day of May, 2014.

APPROVED:

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

PROPOSED

AMENDMENT TO AGREEMENT FOR EMS MEDICAL CONTROL

This Amendment to Agreement for EMS Medical Control is entered as of March 1, 2014 (the "Effective Date"), by and between the City of Parker, Texas ("Client"), and Questcare Medical Services, P.A. ("Questcare") (Client and Questcare being referred to collectively as the "parties").

WHEREAS, Client and Questcare entered an Agreement for EMS Medical Control effective as of October 1, 2008 (the "Original Agreement"); and

WHEREAS, the parties wish to amend the Original Agreement as provided in this Amendment;

NOW, THEREFORE, in consideration of the foregoing, Client and Questcare agree as follows:

1. The second sentence of Section 1 of the Original Agreement is amended to provide as follows:

The Medical Director may appoint other physician or physician assistant employees or contractors of Questcare to conduct all or part of the activities required of the Medical Director under this Agreement.

2. Section 3 of the Original Agreement is amended to provide as follows:

3. **Compensation.** For performing the Services, Client shall pay Questcare \$65.00 per hour of documented services provided, payable within 30 days after Questcare sends Client an invoice for the Services, but in any event no more frequently than monthly.

3. Except as stated above, the Original Agreement remains unamended and in full force and effect.

SIGNED as of the Effective Date.

QUESTCARE MEDICAL SERVICES, P.A.

CITY OF PARKER

By: _____

Ann E. Ward
General Counsel

By: _____

Name: _____

Title: _____

RESOLUTION NO. 2008 - 226
(*F.D. EMS Medical Control*)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR EMS MEDICAL CONTROL SERVICES; AUTHORIZING THE MAYOR OR MAYOR PRO-TEM TO EXECUTE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to enter into an Agreement for EMS Medical Control to obtain certain services to be performed for the benefit of the City Parker, Texas;

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

SECTION 1. The Agreement attached hereto, and entitled "Agreement for EMS Medical Control", is approved.

SECTION 2. The Mayor or Mayor Pro-tem is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 12th day of August, 2008.

APPROVED:



Mayor Pro-tem Jim Threadgill

ATTESTED:

Carrie L. Smith
City Secretary Carrie L. Smith

APPROVED AS TO FORM:

James E. Shepherd
City Attorney James E. Shepherd

AGREEMENT FOR EMS MEDICAL CONTROL

This Agreement for EMS Medical Control (this "Agreement") is entered as of October 1, 2008 (the "Effective Date"), by and between the City of Parker, Texas ("Client"), and Questcare Medical Services, P.A. ("Questcare") (Client and Questcare being referred to collectively as the "parties").

WHEREAS, Client desires to obtain medical supervision of its emergency medical service ("EMS") activities in the form of a Medical Director, as required by Texas law, and oversight of Client's education of its emergency medical technicians and paramedics (the "Services"); and

WHEREAS, Questcare desires to provide the Services upon the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, Client and Questcare agree as follows:

1. **Medical Director.** Questcare shall appoint a physician employed by or under contract with Questcare to serve as medical director for Client (the "Medical Director"). The Medical Director may appoint other physician employees or contractors of Questcare to conduct all or part of the activities required of the Medical Director under this Agreement. As of the Effective Date, the Medical Director shall be Mark Gamber, DO. Questcare shall have the right, however, to appoint any other physician as the Medical Director in place of Dr. Gamber in the event Dr. Gamber leaves Questcare's employment or otherwise ceases to serve as Medical Director. The physician at any time serving as the Medical Director shall be reasonably acceptable to Client and shall meet the following requirements:

- a. Maintain a current license to practice medicine in Texas;
- b. Maintain current board certification in Emergency Medicine with the American Board of Emergency Medicine, the American Board of Medical Specialties, the American Osteopathic Association, or the American Association of Physician Specialists;
- c. Provide current evidence of credentials, curriculum vitae, and continuing education activities;
- d. Provide documentation of current medical malpractice insurance with specific coverage for emergency medical services activities;
- e. Provide current DEA license for controlled medications; and
- f. Maintain active involvement in the provision of emergency medical services in the North Texas vicinity.

2. **Questcare's Obligations.** In addition to complying with Section 1, Questcare, through the Medical Director and/or his assistants, shall provide the Services, which shall consist of the following services:

- a. Provide on-line medical control for Client's emergency medical technicians, paramedics, and related staff ("EMTs") through a base station located at the emergency department at Medical Center of Plano (the "Hospital"). *As set forth in Section 14, this Agreement is expressly subject to and conditioned upon Questcare's ability to secure the*

Hospital's consent to the operation of the base station at the Hospital. This on-line control will include all on-line control functions and duties that Texas law requires an EMS medical director to provide. Client will pay the cost of all equipment Questcare determines is required for the operation of the base station, and such payment, at such time or times as Questcare may reasonably specify, shall be a condition to Questcare's obligations under this Agreement.

b. Provide off-line medical control, which shall include all off-line control functions and duties that Texas law requires an EMS medical director to provide.

c. Supervise the continuing education program Client provides for EMTs and advise Client about what changes, if any, in such education program are necessary from time to time to cause the program to be sufficient to permit all EMTs to meet all state licensing, certification, or other requirements for continuing education.

3. Compensation. For performing the Services, Client shall pay Questcare the following compensation:

a. \$65.00 per hour of documented services provided, with a minimum of \$100.00 monthly, annually, payable monthly on or before the last day of the month following the month to which the payment applies; and

b. \$250.00 annually, payable on or before October 1 of each year, to cover the cost of Questcare's medical malpractice insurance coverage with respect to this Agreement.

4. Term; Termination.

a. **Term.** The term of this Agreement shall commence at 12:01 a.m. on the Effective Date and shall continue through 12:00 a.m. one year thereafter, subject to subsection b below. After such term, this Agreement shall automatically renew for additional consecutive one-year periods, unless either party gives the other party at least 30 days' notice of nonrenewal prior to the expiration of either the original term or any such additional term; provided that an automatic renewal shall not occur unless the amount specified in Section 3.b has been paid prior to commencement of the renewal term.

b. **Termination.** Notwithstanding Section 4.a above, either party may terminate this Agreement by giving the other party 30 days' written notice of termination. The compensation provided in Section 3.a (but not the amount described in Section 3.b) shall be prorated accordingly in the event of such a termination.

5. Insurance. Questcare shall maintain in effect at all times during the term of this Agreement medical professional liability insurance. Such insurance shall expressly cover the activities of the Medical Director in his role as Medical Director.

6. Independent Contractors. The parties' relationship to each other at all times and for all purposes under this Agreement shall be that of independent contractors. Neither party shall be considered to be an agent or employee of the other party.

7. No Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by it of that or any other provision.

8. **Default by Questcare.** Notwithstanding Section 4, Client may terminate this Agreement immediately by giving Questcare written notice of termination if Questcare defaults in the performance of the Services and fails to cure the default within 30 days following its receipt of written notice from Client specifying the nature of the default.

9. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, OTHER THAN ITS RULES CONCERNING CONFLICTS OF LAW.

10. **Notices.** Any notice required or permitted by this Agreement shall be sufficient if delivered by certified mail, return receipt requested, or by hand-delivery to the party intended to receive same at the following address for such party or at such other address as such party may hereafter provide in accordance with this section:

If to Client:

The City of Parker
5700 East Parker Road
Parker, Texas 75002
Attention: Richard Sherard

If to Questcare:

Questcare Medical Services, P.A.
12221 Merit Drive, Suite 1610
Dallas, Texas 75251
Attention: Legal Department

11. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or invalid, such declaration shall not affect the validity of the remaining provisions of this Agreement, and the parties' respective rights and obligations shall be construed and enforced as if the Agreement did not contain the provision declared to be illegal or invalid.

12. **No Assignment.** Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Questcare shall not enter any subcontracts for the performance of the Services without Client's prior written consent, except that Questcare may subcontract its obligations to the Medical Director.

13. **No Influence Upon Referrals.** It is not the intention of either party to this Agreement that any remuneration, benefit, or privilege provided for under this Agreement shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value of the services provided in consideration of such payments or other consideration.

14. **Subject to Hospital Approval.** Notwithstanding any other provision of this Agreement, the effectiveness of this Agreement is dependent upon the parties' receipt of approval by the Hospital of the use of the Hospital's emergency department as the location for the base station referred to in Section 2.a. In the absence of such approval, this Agreement shall not take effect.

15. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or verbal agreements regarding such subject matter. This Agreement may be amended only by a written instrument signed by both of the parties. This Agreement shall bind and shall inure to the benefit of the parties' respective successors and permitted assigns. Each party represents that the individual signing this Agreement on its behalf is the duly-authorized representative of such party with the power to bind the party to this Agreement.

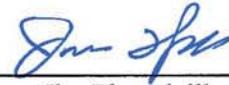
SIGNED as of the Effective Date.

QUESTCARE MEDICAL SERVICES, P.A.

By: 

John H. Myers, M.D.
President

THE CITY OF PARKER

By: 

Jim Threadgill
Mayor Pro-tem



Council Agenda Item

Budget Account Code:		Meeting Date:	May 13, 2014
Budgeted Amount: - \$0		Department/ Requestor:	Fire/Sheff
Fund Balance-before expenditure:		Prepared by:	Sheff
Estimated Cost: \$23,400		Date Prepared:	March 20, 2014
Exhibits:	PPT – Assessment of Weekday Stipend Crew Staffing on Response Times		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FUNDING FOR FIRE DEPARTMENT STIPEND PROGRAM THROUGH THE REMAINDER OF THE CURRENT FISCAL YEAR

SUMMARY

On March 11, Council voted to extend the stipend for 45 days, ending May 15, 2014.

March 11, 2014, Report:

The fire department stipend program represents an inducement paid to up to three firefighters under the FSLA Volunteer Exemption to staff the fire station during weekday hours. The program was presented to Council during the 2014 fiscal year planning/budget process in response to deteriorating daytime response metrics.

The current budget year includes \$23,400 for a six month period, half of our original request of \$46,800. At that time Council indicated the program would be re-evaluated after six months. The stipend program became effective October 1, 2013.

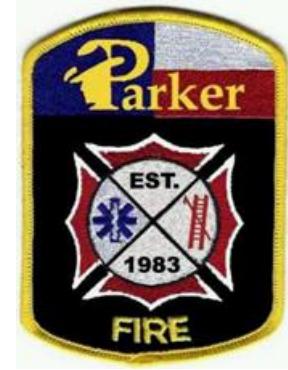
The department assessed the impact of stipend staffing between October 1, 2013 and February 28, 2014. The results are presented in a separate PPT deck attached hereto. We determined a stipend crew responded to a meaningful 41% of all fire department calls for service that occurred during this five month period. We further determined that a stipend crew responded on average in 4 minutes. This compared to an average 9.5 minute response when the station was unstaffed during this same period representing a 58% improvement in response times under the stipend program.

Based upon the demonstrable relevance of the stipend program to the general welfare and safety of the citizens of Parker, the department recommends Council provide the necessary funding to continue the stipend program, as modified below, through the remainder of the fiscal year based upon the following formula: \$23,400 less the dollar amount of funds remaining in the stipend program's budget line as of March 31, 2014.

Modification: the current stipend program pays an inducement of \$40 plus \$20 against receipts for meals for each of up to three firefighters. Firefighters are not fully utilizing the meal allowance by an average of \$5 per person. Based upon firefighter feedback, to simplify the compensation process and to further act as inducement for members to forego the opportunity cost of part-time paid, daily employment with other area fire departments who employ part-time firefighters as a normal staffing strategy with hourly compensation up to two measures greater than our stipend, we recommend increasing the inducement to \$60 and eliminating payment of \$20 against receipts. Firefighters will be responsible for their own meals.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:	by email	Date:	Thu 5/8/2014 11:17 AM
City Attorney:		Date:	
City Administrator:		Date:	5/9/14



PARKER FIRE DEPARTMENT

ASSESSING THE RELEVANCE OF WEEKDAY STIPEND CREW STAFFING

Test period

October 2013 through February 2014

Overview

- Stipend crew staffing commenced October 1, 2013 and is scheduled on weekdays between 9am and 5pm, excluding holidays
- We provide the following inducement to our volunteers: \$40 per 8 hours plus an additional \$20 for meals against receipts
- The fire dept. originally requested funding for 3 firefighters, 5 days per week for 52 weeks at an annual cost of \$46,800. We received \$23,400 – half our request – and an understanding to re-assess the decision after 6 mos.
- We manage stipend staffing using on-line, scheduling software

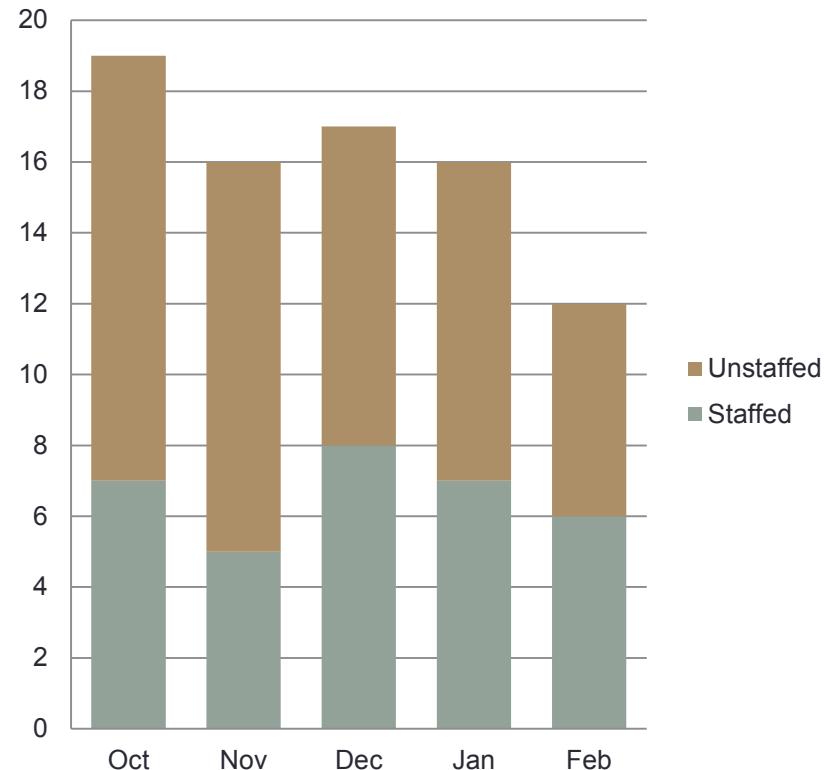
Overview

- Data presented in this report:
 - We looked at call volume while the stipend crew was “on shift/off shift” (to determine relevance)
 - We assessed our ability to actually fill the staffing needs of the program
 - We looked at the medical capabilities of the stipend crew to provide paramedic-level care when called upon to do so
 - We assessed response times of a stipend crew and compared them to calls for service when no stipend crew was scheduled (to determine if there is a meaningful difference in customer service)
 - In all cases, we excluded mutual aid calls to other cities and focused only on calls for service in Parker and our ETJ

41% of total calls for service during the test period occurred during stipend crew “shifts” (excludes mutual aid)

- 41% of the 80 total calls received during the 5 mos. period, Oct. 2014 through Feb. 2014, occurred while the station was staffed by a stipend crew . 59% occurred while no stipend crew was “on duty”
- These figures include only calls made within Parker’s fire district and exclude mutual aid calls to other cities.

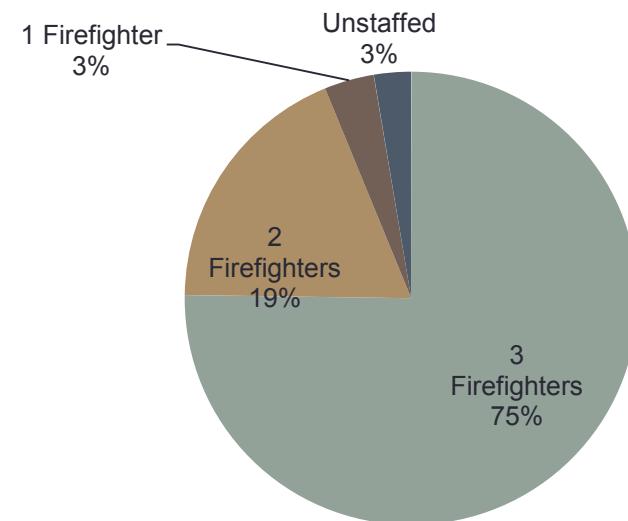
**5 mos. Oct 2013-Feb 2014
Calls when staffed/unstaffed
(excludes mutual aid)**



We achieved 94% weekday coverage by at least 2 firefighters

- Weekday staffing by 3 firefighters occurred 75% of the time
- Weekday staffing by at least 2 or 3 firefighters occurred 94% of the time
- On only 3 instances over the 5 mos. was the station unstaffed during the weekday

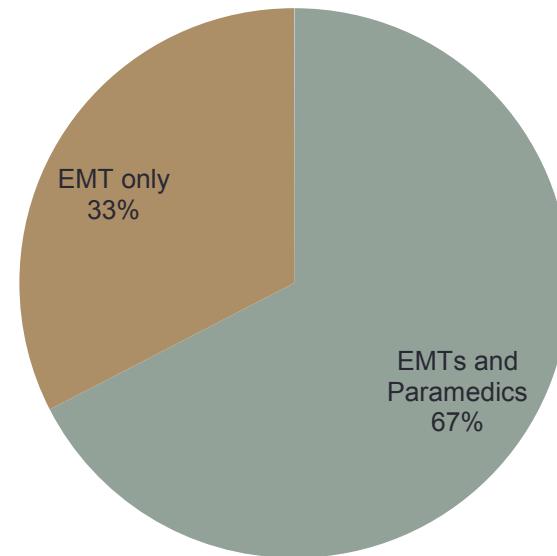
Stipend Staffing by Size of Crew
Oct 2013 - Feb 2014



We achieved 67% paramedic coverage by the stipend crew

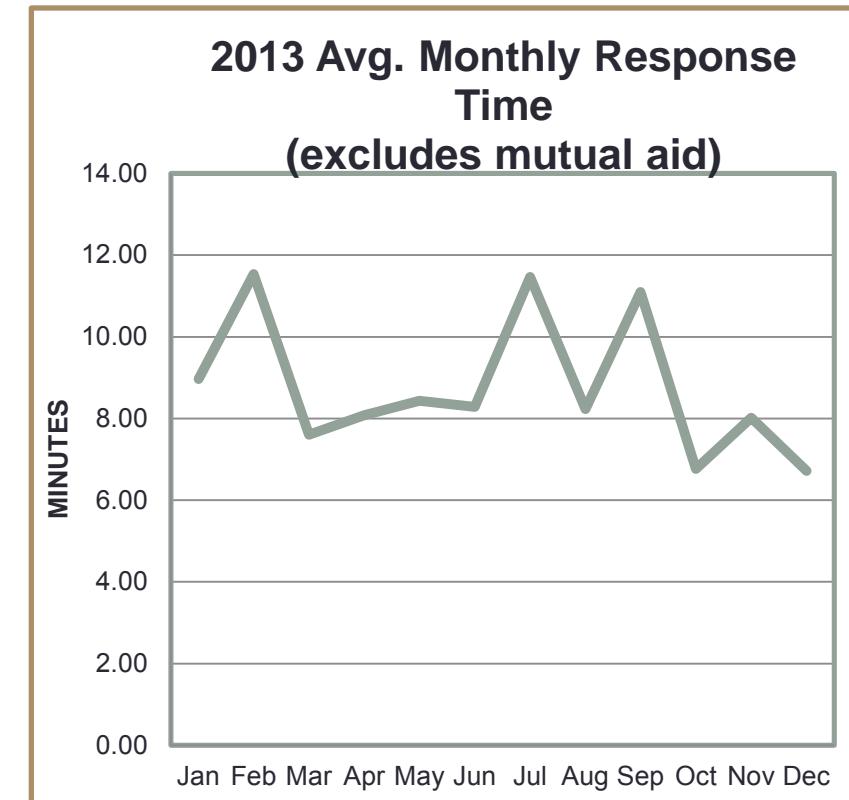
- 67% of weekday coverage was staffed by at least one paramedic enabling an advanced life-support response
- At all other times there was at least 1 EMT on the crew

Medical Staffing
Oct 13 thru Feb 14



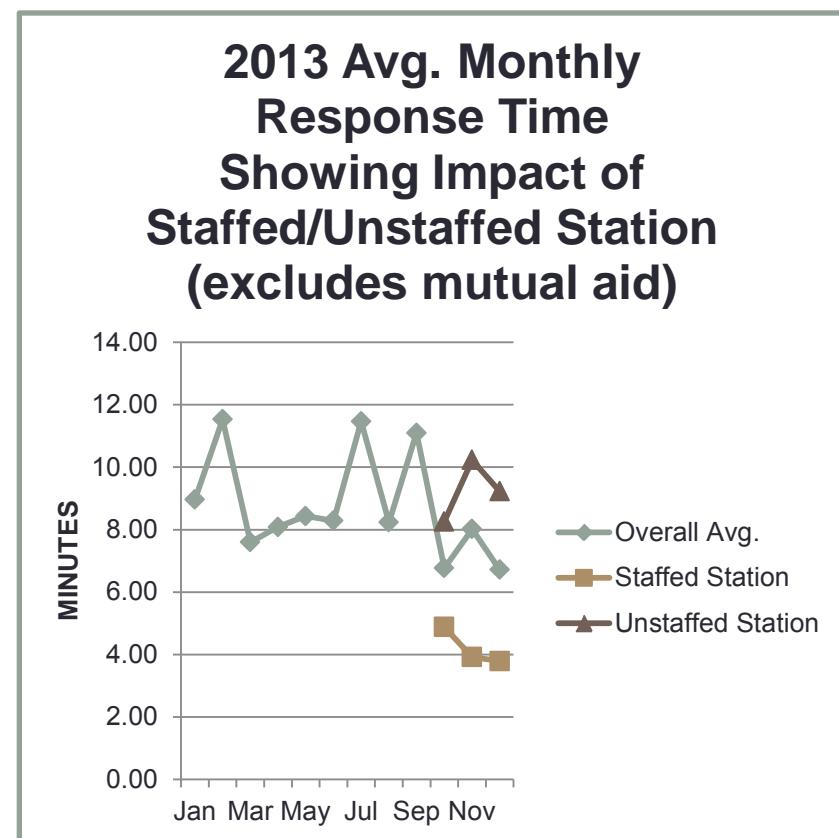
2013 avg. overall response times show marked improvement beginning in October

- Average overall response time for the full calendar year 2013 was 8:19 (excludes mutual aid)
- This avg. metric combines both stipend staffed/stipend unstaffed calls for service
- In Feb., Jul. and Sept. of 2013 we saw avg. response times exceed 10 minutes
- With the start of the stipend program in October we observe a distinct reduction in avg. response times



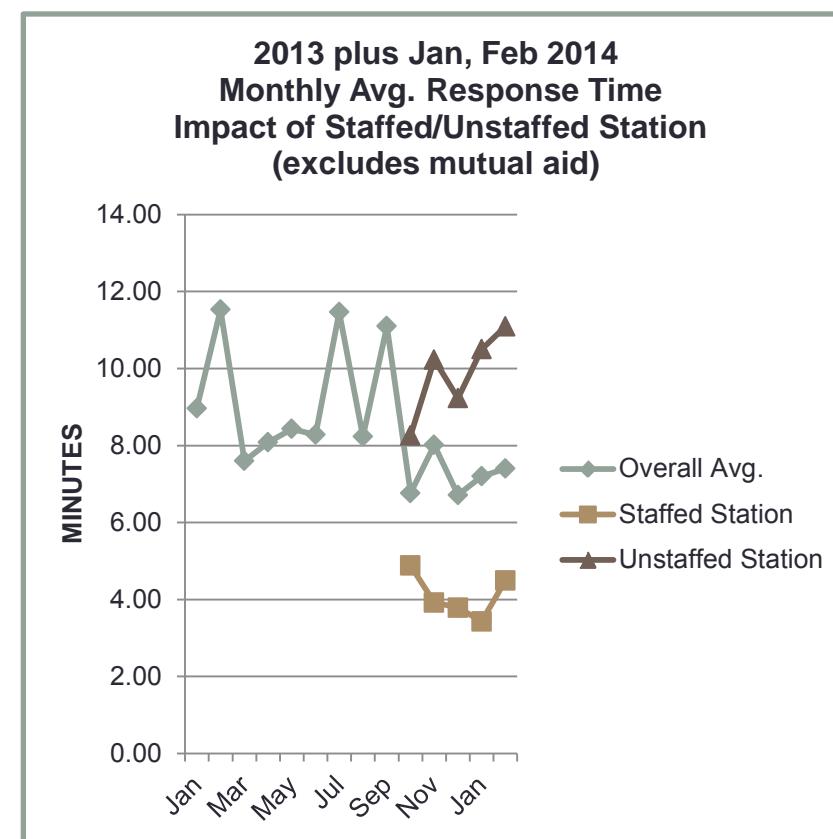
Beginning with October, the avg. response time for stipend crews was 4:20 vs. 9:24 when the station was unstaffed

- Overall avg. response times of a stipend crew were 4:20 minutes over the 3 mos. October – December
- Average times when no stipend crew was “on duty” were 9:24 minutes during this same period



4 minute avg. response times by the stipend crew continued into January and February 2014

- Jan/Feb 2014 avg. response time of the stipend crew was 3:58 continuing the trend of the prior three months
- Jan/Feb 2014 avg. response times while unstaffed were 10:48, topping 10 minutes in each of the two months



Inducing volunteers to join a stipend crew has its challenges

Challenge

- At times we are unable to fill an officer position and rely on “step-up” officers
- At times we are unable to fill paramedic slots and rely on EMTs

Possible Cause

- We “compete” against “paid” fire depts. who employ part-time firefighters as a normal staffing strategy
- As a volunteer department, a large percentage of our membership have full-time employment during the weekday and are unavailable for participating in the stipend program. This means we continually look to the same group of volunteers for staffing the stipend program

Conclusion and Recommendations

Conclusions

- Stipend crews answered 41% of the calls for service (a relevant contribution)
- We achieved 94% stipend crew staffing by at least 2 firefighters
- The stipend program reduced avg. response times by a significant 58% when compared to an unstaffed station

Recommendations

- Continue to support the stipend program over the full fiscal year 2014 up to \$46,800
 - Fund the difference between \$46,800 and the amount of unused funds remaining in the department's stipend budget line as of 3/31/2014
- Adjust the inducement to provide \$60 per "stipend shift" and eliminate meal reimbursement
- Will remain compliance with the FSLA volunteer exemption



Council Agenda Item

Budget Account Code:		Meeting Date: May 13, 2014
Budgeted Amount:		Department/ Requestor: ACSC
Fund Balance-before expenditure:		Prepared by: ACSC
Estimated Cost:		Date Prepared: April 28, 2014
Exhibits:	1. ACSC Report 2. Proposed Resolution	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-441 DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP. MID-TEX DIVISION. [SHEPHERD]

SUMMARY

Action Required before June 1, 2014 – Resolution Denying Rate Increase under Second Annual RRM Rate Increase Under the Renewed RRM Tariff

POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	Wed 4/30/2014 6:30 PM
City Administrator:	<i>Jeff Hay</i>	Date:	5/9/14

ACSC REPORT

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). On or about February 28, 2014, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the second annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a \$45.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$49 million. Of the total amount requested, almost \$37 million is attributable to the affected cities. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. Although a good faith attempt was made by ACSC to reach a compromise with Atmos Mid-Tex, an agreement was not reached. In the absence of an agreement, the ACSC Executive Committee and ACSC’s legal counsel have recommended that ACSC members adopt the attached Resolution denying the rate increase request.

The RRM tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. In past years, cities have been able to reach a compromise with Atmos to reduce the rate impact from the requested RRM increases, and these compromises have also been lower than the rates that Atmos would have been entitled to under the GRIP filing. In this case, the Company would have been entitled to an increase from GRIP of no more than \$31.5 million. The magnitude of the requested increase under the 2014 RRM filing, and the wide differences between it and the ACSC consultants’ recommendations made a compromise much more difficult and ultimately impossible. The Company demanded more than it would be entitled to if it had filed a GRIP case. For this reason, the ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Resolution denying the requested rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. This is the second RRM filing under the renewed tariff. This filing was made by agreement less than one year after the first filing in order for the RRM rate-setting process to hereafter use a calendar year as the test period.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos’ expenditures, and does not allow participation by cities or recovery of cities’ rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings.

ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$31.5 million.

Purpose of the Resolution:

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Resolution is to deny the rate increase requested by Atmos. Under the RRM tariff, Atmos may appeal the rate decision of the cities to the Railroad Commission; such appeal must be filed within thirty (30) days of the City action.

The RRM tariff also allows Atmos to implement its requested rates effective June 1 while any appeal at the Commission is pending, subject to refunds based upon the outcome of the appeal. This would represent a monthly increase of approximately \$2.02 for the average residential customer, subject to any refund if the Commission reduces the rates implemented by Atmos. The actual impact will be slightly less than \$2.02 for most residential customers because the Company has indicated it will not appeal and thus concedes several of the issues raised by Cities. The Resolution also authorizes the City to participate as a party to the appeal in conjunction with the ACSC, and requires the Company to reimburse the City for its rate case expenses associated with the City's review of the RRM filing, and with the appeal of the City's denial of the rate increase.

Rate Impact of Appeal by Atmos Effective June 1:

The RRM tariff constrains the annual increase in the residential customer charge to no more than \$0.50. The current \$17.70 customer charge will be increased to \$18.22 per month with the addition of an energy conservation program surcharge of \$0.02. The current \$17.70 customer charge for unincorporated area customers will become \$20.32 per month because all of the increase associated with a GRIP filing, which is applicable to all customers not covered by a RRM tariff, is placed on the customer charge. However, the commodity charge for unincorporated residential service will be less than one-half of the commodity charge for residents of incorporated areas—\$0.04172 per Ccf vs. \$0.08998 per Ccf.

A comparison of rates and rate impact of what Atmos initially proposed in its RRM filing is reflected in the following chart:

Customer Class	Current Bill	New Bill	Difference	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	48.09	50.11	2.02	\$ 18.22	\$0.08998 Ccf	9.41%
Commercial	254.85	260.91	6.06	\$ 38.85	\$0.07678 Ccf	9.59%
Industrial	4,680.30	4,837.10	156.80	\$675.00	declining block	9.70%
Transportation	2,836.84	2,993.64	156.80	\$675.00	declining block	9.70%

However, Atmos has indicated that it will not appeal all issues raised by Cities and thus the impact should be slightly less than what is reflected in the above chart. A precise impact statement cannot be presented until after the Company's appeal is filed.

Reasons Justifying Approval of the Resolution:

Consultants working on behalf of ACSC Cities have investigated the Company's requested rate increase. While the evidence does not support the \$45.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of a much lesser amount—namely, an increase of only \$19 million. The Executive Committee authorized a settlement value considerably above the consultants' recommendation but it was insufficient to meet the Company's expectation. The Company and ACSC Cities were too far apart in their positions to reach a compromise, and rather than granting a partial increase that the Company will not accept, the option remaining is to deny the rate increase request in its entirety, and participate in the Company's appeal of this decision at the Railroad Commission.

Explanation of ‘Be It Resolved’ Paragraphs:

1. This paragraph approves all findings in the Resolution.
2. This section denies the requested rate increase, finds the proposed rates to be unreasonable and not in the public interest, and finds the existing rates to be just and reasonable.
3. This section requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with reviewing and processing the RRM application.
4. This section authorizes participation by the City in conjunction with ACSC in any appeal filed by the Company at the Railroad Commission, and authorizes ACSC and its counsel to act on behalf of the City. This section also requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with any appeal filed by the Company to the City's resolution.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
7. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

RESOLUTION NO. 2014-444
(Denying the rate increase requested by Atmos)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF PARKER, TEXAS, DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP., MID-TEX DIVISION UNDER THE COMPANY'S 2014 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES PERTAINING TO REVIEW OF THE RRM; AUTHORIZING THE CITY'S PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE IN ANY APPEAL FILED AT THE RAILROAD COMMISSION OF TEXAS BY THE COMPANY; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES IN ANY SUCH APPEAL TO THE RAILROAD COMMISSION; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the City of Parker, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review

process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities’ reasonable expenses associated with RRM applications; and

WHEREAS, on or about February 28, 2014, the Company filed with the City its second annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$45.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex’s RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to investigate issues identified by ACSC in the Company’s RRM filing; and

WHEREAS, ACSC attorneys and consultants have concluded that the Company is unable to justify a rate increase of the magnitude requested in the RRM filing; and

WHEREAS, ACSC’s consultants determined the Company is only entitled to a \$19 million increase, approximately 42% of the Company’s request under the 2014 RRM filing; and

WHEREAS, the Company would only be entitled to approximately \$31 million if it had a GRIP case; and

WHEREAS, the Company's levels of operating and maintenance expense have dramatically risen without sufficient justification; and

WHEREAS, the Company has awarded its executives and upper management increasing and unreasonable levels of incentives and bonuses, expenses which should be borne by shareholders who received a 23% total return on investment in 2013; and

WHEREAS, the Company requested a drastically high level of medical expense that is unreasonable and speculatively based upon estimates; and

WHEREAS, ACSC and the Company were unable to reach a compromise on the amount of additional revenues that the Company should recover under the 2014 RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities deny the requested rate increase; and

WHEREAS, the Company's current rates are determined to be just, reasonable, and in the public interest.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that Atmos Mid-Tex was unable to justify the appropriateness or the need for the increased revenues requested in the 2014 RRM filing, and that existing rates for natural gas service provided by Atmos Mid-Tex are just and reasonable.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

Section 4. That in the event the Company files an appeal of this denial of rate increase to the Railroad Commission of Texas, the City is hereby authorized to intervene in such appeal, and shall participate in such appeal in conjunction with the ACSC membership. Further, in such event Atmos Mid-Tex shall reimburse the reasonable expenses of the ACSC Cities in participating in the appeal of this and other ACSC City rate actions resulting from the 2014 RRM filing.

Section 5. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 7. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

RESOLVED this _____ day of _____, 2014.

Mayor Z Marshall

CVVGUV<-----CRRTQXGF 'CU'VQ'HQTO <

City Secretary Carrie L. Smith

City Attorney James E. Shepherd

PROPOSED

Res. 2014-441
(Denying the rate increase requested by Atmos)



Council Agenda Item

Budget Account Code:	Meeting Date: May 13, 2014
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: Jim Shepherd
Estimated Cost:	Date Prepared: May 9, 2014
Exhibits:	1. Resolution 2014-440 - Contract Policy and Procedures 2. Proposed Resolution 2014-443

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-443 APPOINTMENT OF A CONTRACT REVIEW COMMITTEE. [MARSHALL]

SUMMARY

In compliance with Resolution 2014-440, Council is to appoint a contract review committee:

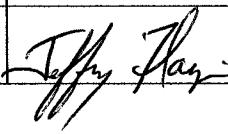
3. Review Committee for Contract Review
 - a. To consist of the Mayor, 2 Council Members and the City Administrator or his designee.
 - b. Contract review by the Review Committee must be done every 5 years to determine future actions
 - c. Request for Qualifications and/or Request for Proposals will be issued after Committee Review if deemed appropriate

Council will need to appoint committee members and discuss member's terms for Section 2 of proposed Resolution 2014-443.

2. The members of the Contracts Committee shall serve for terms of ___ years, commencing on _____, 2014.

POSSIBLE ACTION

Approve, Modify, Table or Deny

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	Thu 5/1/2014 9:55 AM
City Administrator:		Date:	5/9/14

RESOLUTION NO. 2014-440
(2014 Contracts Policy)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, ADOPTING THE CITY OF PARKER
CONTRACTS POLICY OF 2014, ATTACHED HERETO AS EXHIBIT
“A”; PROVIDING A REPEALING CLAUSE; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, City Council desires to adopt a policy and procedure on City Contracts,

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

SECTION 1. The City of Parker 2014 Contracts Policy attached hereto as Exhibit “A” be and the same is hereby adopted and shall govern the contracts policies for the City, from and after the effective date of this resolution.

SECTION 2. All provisions of the resolutions of the City of Parker, Texas, in conflict with the provisions of this resolution, if any, be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

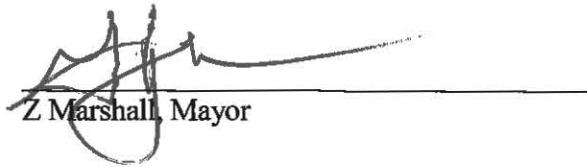
SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Texas, on this the 15th day of April, 2014.



CITY OF PARKER, TEXAS



Z. Marshall, Mayor

ATTEST:



Carrie L. Smith, City Secretary

APPROVED AS TO FORM:



James E. Shepherd, City Attorney

EXHIBIT "A"

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 Contract Approval
 - 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, after final review by legal counsel, are to be signed by Mayor and City Administrator or their designee
- C. Standardize contracts
 - 1. Attorney to write or review before signing
 - 2. Qualifications stated and what is necessary for "proof" such as licenses, insurance, bonding, etc. Proof and requirements to be kept in file at City Hall
 - 3. Background checks/verifications such as qualifications, references and criminal history to be completed before any contract signed
 - 4. Services to be performed spelled out, performance measures defined
 - 5. Fees to be specified in detail
 - 6. Payment terms to be specified
 - 7. Term of Services specified
 - a. Renewal clause
 - b. Default/Penalty clause
 - 1. Path of resolving problems, contract conflicts
 - c. Termination clause
 - 1. For cause at any time
 - 2. Following annual review, if recommended by Contract Monitor and/or approved by Review Committee
 - 8. 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
 - f. Fee Review
3. Review Committee for Contract Review
 - a. To consist of the Mayor, 2 Council Members and the City Administrator or his designee.
 - b. Contract review by the Review Committee must be done every 5 years to determine future actions
 - c. Request for Qualifications and/or Request for Proposals will be issued after Committee Review if deemed appropriate

RESOLUTION NO. 2014-443
(Appointment of Members of Contracts Committee)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,
TEXAS APPOINTING THE MEMBERS OF THE CITY OF PARKER
CONTRACTS COMMITTEE**

WHEREAS, the City Council of the City of Parker has passed Resolution 2014-440, adopting the City of Parker Contracts Policy of 2014, the “Policy”; and

WHEREAS, the City Council wishes to appoint members of Contracts Committee pursuant to the Policy; and

WHEREAS, the Policy provides the Mayor, two council members, and the City Administrator or his designee are members of the Contracts Committee;

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

1. The Members of the Contracts Committee are appointed and approved as follows:

Mayor: Z Marshall

City Administrator (or designee): _____

City Council Member: _____

City Council Member: _____

2. The members of the Contracts Committee shall serve for terms of ____ years, commencing on _____, 2014.

CITY OF PARKER:

Z Marshall, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney