



**AGENDA**  
**CITY COUNCIL MEETING**  
**September 2, 2014 @ 6:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, September 2, 2014 at 6:00 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 – 6:00 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 contractual obligations and liabilities for water supplies to be purchased for use within the City of Parker area subject a Certificate of Need and Necessity (CCN).
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

**PLEDGE OF ALLEGIANCE**

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

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

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

**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 AUGUST 19, 2014. [SMITH]
5. APPROVAL OF RESOLUTION 2014- 458 APPROVING AN AMENDMENT TO THE AGREEMENT WITH COLLIN COUNTY FOR ROAD AND BRIDGE IMPROVEMENTS. [FLANIGAN]
6. APPROVAL OF RESOLUTION 2014-462 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2014-2015. [SMITH]
7. APPROVAL OF RESOLUTION 2014-463 APPROVING AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES AND LAW ENFORCEMENT. [RUSHING]

**INDIVIDUAL CONSIDERATION ITEMS**

8. PUBLIC HEARING ON 2014 PROPOSED TAX RATE. [MARSHALL]
9. PUBLIC HEARING ON PROPOSED FY 2014-2015 BUDGET. [MARSHALL]
10. PUBLIC HEARING ON AN ANNEXATION REQUEST FOR APPROXIMATELY 50.104 ACRES OF LAND IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278, COLLIN COUNTY, TEXAS. GENERALLY LOCATED AT CURTIS ROAD AND LEWIS LANE. [SHEPHERD]
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-459 APPROVING AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING ALONG F.M. 2551/HOGGE ROAD. [FLANIGAN]
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-460 APPROVING A CONTRACT ENTITLED CONTRACT FOR PARAMEDIC AMBULANCE SERVICE WITH THE EAST TEXAS MEDICAL CENTER D/B/A EAST TEXAS MEDICAL CENTER EMERGENCY MEDICAL SERVICE [SHEFF]
13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A CONTRACT ENTITLED INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES COALITION---AN AGREEMENT AMONG THE CITY OF PARKER AND THE LOCAL GOVERNMENTAL ENTITIES CONSTITUTING THE SOUTHEAST COLLIN COUNTY EMS COALITION.

14. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ORDINANCE 713, AMENDING AND RESTATING ITS REGULATIONS REGARDING EMERGENCY WATER MANAGEMENT PLANS INTO CHAPTER 51 OF THE PARKER MUNICIPAL CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE. [FLANIGAN]

## **ROUTINE ITEMS**

### 15. FUTURE AGENDA ITEMS

### 16. UPDATES

- a. Code Enforcement
- b. Water
- c. Cancel November 4, 2014 Council Meeting for Election Day
- d. ParkerFest 2014

### 17. 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 August 29, 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](http://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: September 2, 2014
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C. Smith
Estimated Cost:	Date Prepared: August 25, 2014
Exhibits:	Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR AUGUST 19, 2014. [SMITH]

### SUMMARY

### POSSIBLE ACTION

Approve, Table

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	Carrie A. Smith	Date:	8/29/14
City Attorney:		Date:	
City Administrator:	Tiffany Hay	Date:	8/29/14



**MINUTES**  
**CITY COUNCIL MEETING**

**August 19, 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 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, Police Chief Bill Rushing and Fire Chief Mike Sheff

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Mayor Pro Tem Levine led the pledge.

TEXAS PLEDGE: Councilmember Taylor 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.

David Leamy, 5801 Rathbone Dr. - Mr. Leamy is not pleased with the quality of the recent repairs made by TXDoT to Parker Road. He requested Council contact TXDoT and complain.

**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 AUGUST 5, 2014. [SMITH]**

Mayor Marshall amended the minutes:

Item 9 is to read - "There was an \$87,211 increase in revenue, at the 2013 tax rate, based on the final certified tax values from Collin County."

Item 10, paragraph 3 add - "Private funds will be accepted to assist in funding the monument sign."

**5. APPROVAL OF JULY DEPARTMENT REPORTS [STAFF]**

MOTION: Councilmember Taylor moved to approve the consent agenda with amendments noted on Item 4 the August 5, 2014 meeting minutes. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0

## INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-456 OF THE CITY OF PARKER, RATIFYING CORRECTIONS AND AMENDMENTS TO RESOLUTION 2014-455; APPROVING THE 2014 TAX RATE NOTICE ISSUED BY THE COLLIN COUNTY TAX OFFICE; STATING THE CORRECTED PROPOSED TAX RATE FOR 2014; APPROVING A DATE, TIME AND LOCATION FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED 2014 TAX RATE. [MARSHALL]

City Attorney's comments:

*"The Council passed Resolution 455 on August 5, 2014, setting a proposed tax rate for 2014 that was equal to the tax rate in 2013.*

*Calculations subsequently provided by the Collin County Tax Office indicated that the growth in property value in Parker in the last year made the proposed rate just over five thousandths of a point higher than the rollback rate. As it was clear the Council did not intend to exceed the rollback rate, the required public notice was corrected and published with a lower tax rate that did not exceed the rollback rate. This resolution 456 confirms and ratifies that action, and the lower proposed tax rate."*

MOTION: Mayor Pro Tem Levine moved to approve Resolution 2014 - 456 as presented. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

7. PUBLIC HEARING ON 2014 PROPOSED TAX RATE. [MARSHALL]

The proposed 2014 tax rate is

Maintenance and Operations Rate	0.290294
<u>Interest and Sinking Fund Rate</u>	<u>0.060690</u>
Total Tax Rate	0.350984 per \$100

After receiving the final Certified Tax Values from Collin County the proposed tax rate went down from 0.357080 to 0.350984 a difference of .006096. The published public notice reflected the rate change. (See Exhibit 7)

This is the first of two required public hearings for public comment on the proposed rate.

Mayor Marshall opened the public hearing at 7:12 p.m.

David Leamy, 5801 Rathbone Dr. - opposed the decrease in the tax rate.

Mayor Marshall closed the public hearing at 7:17 p.m.

Mayor Marshall announced the next public hearing will be held September 2, 2014 at 7:00 p.m. and Council will vote on September 16, 2014.

8. REVIEW OF REVISED PROPOSED FY 2014-2015 BUDGET. [MARSHALL]

Mayor Marshall reviewed the changes made to the proposed budget since the August 5<sup>th</sup> meeting.

**REVENUE /RESERVES**

*Certified Values \$612,983,418*

- *Adjusted tax rate to match roll back rate. Tax Revenue decreased by \$37,644*
- *Rate went down from .357080 to .350984 a difference of .006096*
- *Noted \$75,000 will come from Capital improvement Restricted Account for Projects*
- *Reduced amount from Reserves by \$50,000*
- *Amount from Reserves/Restricted equals \$600,000 to match cost for Projects*

**ADMINISTRATION**

- *Reduced Office Equipment by \$1,000*
- *Increase City Council Contingency by \$5,556*
- *Added separate line item for Retiree Insurance benefits*

**POLICE**

- *Reduced Radios by \$15,200- Purchase 8 Portables instead of 12 + 4 Mobiles*

**PUBLIC WORKS**

- *Reduced Signs and Safety by \$2,000*

This review was for information purposes and there was no action taken.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014 -457 OF THE CITY OF PARKER, RECEIVING AN ANNEXATION PETITION, AND SETTING TWO PUBLIC HEARINGS, FOR APPROXIMATELY 50.104 ACRES OF LAND IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278, COLLIN COUNTY, TEXAS. [SHEPHERD]

As per the approved development agreement for this property the developer, Ron Haynes is requesting annexation.

Public hearings will be held September 2, 2014 and September 16, 2014 and a vote on October 21, 2014.

MOTION: Councilmember Stone moved to approve Resolution 2014-457 as presented. Councilmember Taylor seconded with Councilmembers Stone, Standridge, Levine, Pettie and Taylor voting for. Motion carried 5-0.

## ROUTINE ITEMS

### 10. FUTURE AGENDA ITEMS

- a. UPDATE ON COMPREHENSIVE PLAN - Staff is planning a meeting with Planning and Zoning Commission on September 18<sup>th</sup> to hold the required public hearing.
- b. UPDATE ON MCCREARY ROAD MONUMENT SIGN - Letters will be mailed from the sub-committee requesting donations to assist with the funding for the construction of the monument sign. Donations may be brought to City Hall with a memo added "McCreary Road Monument Sign". Council will have to approve all donations once received.
- c. SPECIAL MEETING ON OCTOBER 6 - Mayor Marshall announced a tentative special meeting on October 6, 2014 to hold an executive session discussing personnel.

### 11. ADJOURN

Marshall adjourned the meeting at 7:30 pm.

APPROVED:

\_\_\_\_\_  
Mayor Z Marshall

ATTESTED:

\_\_\_\_\_  
City Secretary Carrie L. Smith

APPROVED on the \_\_\_\_ day  
of \_\_\_\_\_, 2014.

# **NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PARKER**

A tax rate of \$0.350984 per \$100 valuation has been proposed for adoption by the governing body of City of Parker. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.350984 per \$100
PRECEDING YEAR'S TAX RATE	\$0.357080 per \$100
EFFECTIVE TAX RATE	\$0.331083 per \$100
ROLLBACK TAX RATE	\$0.350984 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Parker from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Parker may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

## **YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun  
Tax Assessor-Collector  
2300 Bloomdale, Suite 2366, McKinney, TX 75071  
972-547-5020  
[kmaun@collincountytexas.gov](mailto:kmaun@collincountytexas.gov)  
<http://www.parkertexas.us/>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2014 at 7:00 pm at Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.

Second Hearing: September 2, 2014 at 7:00 pm at Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.



## Council Agenda Item

Budget Account Code:	Meeting Date: September 2, 2014
Budgeted Amount:	Department/ Requestor: Public Works/Collin County
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared: August 25, 2014
Exhibits:	Proposed Resolution and Agreement

### AGENDA SUBJECT

APPROVAL OF RESOLUTION 2014- 458 APPROVING AN AMENDMENT TO THE AGREEMENT WITH COLLIN COUNTY FOR ROAD AND BRIDGE IMPROVEMENTS. [FLANIGAN]

### SUMMARY

The Collin County agreement is for work on roads like Donihoo Lane or Curtis Road that might have joint jurisdiction. This is a renewal of that agreement.

### POSSIBLE ACTION

Approve, Table

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	Jim Shepherd by email	Date:	Tue 8/26/2014 3:57 PM
City Administrator:	<i>Tiffany Ray</i>	Date:	8/29/14

**RESOLUTION NO. 2014-458**  
*(2014-2015 Collin County Road and Bridge Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN AGREEMENT BETWEEN  
THE CITY OF PARKER AND COLLIN COUNTY FOR ROAD AND BRIDGE  
IMPROVEMENTS.**

**WHEREAS**, the City of Parker finds it necessary to maintain its roadways for the health and protection of its residents; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to make the required payments.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Road and Bridge Improvements in substantially the form attached hereto.

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

**APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
Z Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney



## COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

August 4, 2014

Carrie Smith  
City Secretary  
City of Parker  
5700 E Parker Rd  
Parker, TX 75002

RECEIVED  
AUG 06 2014  
CITY OF PARKER

Re: Agreement, Interlocal: Road and Bridge Improvements, City of Parker  
Agreement 2014-295

Dear Ms. Smith:

I have attached three (3) copies of the new Interlocal Agreement 2014-295 for Road Improvements in accordance with Court Order No. 97-576-08-25 (copy attached), County Road Policies. The previous Interlocal Agreement has or will expire soon.

I would appreciate if your entity is interested in continuing this agreement that the duly authorized individual sign the three original copies and return them to me as soon as possible. Once our Commissioners Court approves this agreement, our Purchasing Agent will sign the, and you will receive a fully executed copy, as well as a copy of the approving Court Order.

If your entity is not interested in continuing this agreement, please let me know. Thank you.

Sincerely,

Carol Magers  
Collin County Purchasing  
972-548-4119  
[cmagers@co.collin.tx.us](mailto:cmagers@co.collin.tx.us)



## **INTERLOCAL COOPERATION AGREEMENT**

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Parker, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

### **I.**

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO. 97-576-08-25 (COPY ATTACHED).

### **II.**

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them

for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

III.

Each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement, to the extent allowable by law.

IV.

This Agreement shall be effective October 1, 2014, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2018 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

COLLIN COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Judge

CITY OF \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED  
COUNTY ROAD POLICY/RESCIND PREVIOUSLY  
APPROVED COURT ORDERS  
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

On August 25, 1997, the Commissioners' Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

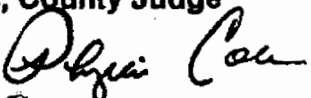
Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.

  
\_\_\_\_\_  
Ron Harris, County Judge


  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4

ATTEST:

  
\_\_\_\_\_  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS

c:\cour\7\courtorders\roadpol



# COUNTY ROAD POLICIES

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**COUNTY ROAD  
POLICIES  
(GENERAL)**

## **COUNTY ROAD POLICIES (GENERAL)**

### **Section I Maintenance of Public Roads**

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
  - (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
  - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
  - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

### **Section II Upgrade of County Roads**

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
  - (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
  - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or,
  - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
  - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

B. The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

### **Section III Re-opening of County Roads**

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

### **Section IV Abandonment of County Roads**

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

### **Section V Subdivisions**

- A. To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B. Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C. Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D. Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
  - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
  - (b) Roads must be asphalt and meet current county standards as described in this policy
- E. Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.



**Section V Continued**

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations

**Section VI Right-of-Way**

- A. Right-of -Way shall be in the following form:

- (a) Right-of-Way which is donated may be in Deed or Easement form; or
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.

- B. Right-of-Way Width

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.

**Section VII Other Cost**

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

**Section VIII County Projects**

All projects shall be brought to the attention of Commissioners' Court for consideration.

**Section IX Extending the Length of a Road Project**

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.

## **Section X Signs**

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

## **Section XI Reimbursement by Property Owners**

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

## **Section XII Culverts**

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

## **Section XIII Extenuating Circumstances**

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

**APPLICATION FOR ROAD UPGRADING**

Requesters' Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobil/Pager \_\_\_\_\_

Type of upgrade requested: Dirt to Rock \_\_\_\_\_ Dirt to Asphalt \_\_\_\_\_ Rock to Asphalt \_\_\_\_\_ Private Road \_\_\_\_\_

County Road No./Name: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_

Location/Extent of Road(s) to be upgraded: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE**

Is Road on Thoroughfare Plan? Yes \_\_\_\_\_ No \_\_\_\_\_ Right-of-Way Required: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Utility Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Culvert/Drainage Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fence Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial Cost Estimate: Materials \_\_\_\_\_ Labor \_\_\_\_\_ Other \_\_\_\_\_ Total \_\_\_\_\_

Comments: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Date Mailed: \_\_\_\_\_

## **GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS**

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

## **UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS**

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.,(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

## **COSTS**

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

**Dirt to Rock:** A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

**Dirt to Asphalt:** A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

**Rock to Asphalt:** Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

**Private Road in Recorded Subdivision:** Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

### **Mail or Fax Application To:**

**Collin County Service Center  
700A West Wilmeth Road  
McKinney, Texas 75069  
Fax Number (972) 548-3754**

# **COUNTY ROAD POLICY (CITIES)**

## **COUNTY ROAD POLICY (CITIES)**

### **Section I Maintenance/Improvements to Roads Within City Limits**

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
  - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
  - (b). Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

### **Section II Reimbursement for Work Performed by Collin County**

- A. Costs for road and bridge repairs or improvements will be as follows:
  - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
  - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

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**COUNTY ROAD  
POLICY  
(OILING/DUST)**

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## **COUNTY ROAD POLICIES (OILING/DUST CONTROL)**

### **Section I Oiling of County Roads**

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
  - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
  - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
  - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.

Collin County Department  
of Public Works  
700 A West Wilmeth Road  
McKinney, Texas 75069  
(972) 548-3700  
FAX No. (972) 548-3754

Application for dust control oiling due to chronic respiratory condition

RESIDENT

Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

PATIENT

Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

County Road No.: \_\_\_\_\_ Application is good for this calendar year only  
.....

1) Approximate distance residence is from county road, \_\_\_\_\_ feet

2) Number of years lived at this residence, \_\_\_\_\_ years

3) What side of road is residence located?

Circle one: North South East West  
.....

To be completed by physician.

_____ Allergy which interferes with breathing or is life threatening	
_____ Interstitial	_____ Pulmonary TB
_____ Pulmonary Fibrosis	_____ Lung Abscess
_____ Hypoxemia	_____ Asthma
_____ Sarcoidosis	_____ Bronchiolitis
_____ Asbestosis	_____ Dyspnea
_____ Emphysema	_____ Cystic Fibrosis

Other chronic/life threatening respiratory  
conditions: \_\_\_\_\_

How long has patient had this condition: \_\_\_\_\_ Last episode: \_\_\_\_\_

Other  
comments: \_\_\_\_\_

Physician Name (Please print) \_\_\_\_\_

Physician signature/specialty \_\_\_\_\_

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

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**ASSESSMENT  
POLICY FOR  
SUBDIVISIONS**

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## **ASSESSMENT POLICY FOR SUBDIVISION ROADS**

### **Section I Assessment to Upgrade Roads in Subdivisions**

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
  - (a) Donation of additional right-of-way, drainage or utility easements, when required.
  - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
  - (c) Payment for all utility relocations. These costs will not be included in the assessment.
  - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
  - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
  - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
  - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

### **Section II Assessment Procedures**

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
  - (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

**Section II Continued**

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

**Section III Appeals**

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

**Section IV Liens**

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

**Section V Acceptance**

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

**Section VI Status of Roadway after Acceptance**

A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

## **Section VII Reimbursement of Funds**

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**



## Council Agenda Item

Budget Account Code:	1-10-6065	Meeting Date:	September 2, 2014
Budgeted Amount:	\$12,500	Department/ Requestor:	Routine
Fund Balance-before expenditure:		Prepared by:	C Smith
Estimated Cost:	\$5000 minimum Annual Contract	Date Prepared:	August 25, 2014
Exhibits:	1) Proposed Resolution and annual contract		

### AGENDA SUBJECT

APPROVAL OF RESOLUTION 2014-462 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2014-2015. [SMITH]

### SUMMARY

"The proposed contract with the DMN has provisions in it that need to be reviewed by Council prior to any action."

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

### POSSIBLE ACTION

Approve, Table, Deny

Inter – Office Use			
<b>Approved by:</b>			
Department Head:		Date:	
City Attorney:	Jim Shepherd by email	Date:	Fri 8/29/2014 11:58 AM

City Administrator:	<i>Tiffany Hanji</i>	Date:	<i>8/29/14</i>
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**RESOLUTION NO. 2014-462**  
*(Designating Official Newspaper)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PARKER, COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL  
NEWSPAPER FOR THE CITY OF PARKER FOR THE FISCAL YEAR  
2014-2015.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2014-2015, commencing October 1, 2014.
2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.
3. Until September 30, 2015, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.
4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.
5. This Resolution is effective immediately upon passage.

**PASSED & APPROVED** by the City Council on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Z Marshall, Mayor

ATTESTED:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney

Insert Exhibit A – Agreement

Category: ( LEGAL)

Level: \$5000

Rate card Year: 2014

Contract Date: October 1, 2014

Frequency ☐

DVC ☒



## ADVERTISING CONTRACT

### PRIMARY CONTRACT TYPE – (select one only)

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

**Advertiser Name: City of Parker Account Number: 100069579**

Hereinafter referred to as Advertiser hereby contracts with *DMNmedia*, an assumed name of *The Dallas Morning News* (hereinafter “DMNmedia”) for consumption of not less than \$5,000 (five thousand dollars) of advertising through the use of Classified advertising to be published within 12 months. The term of this agreement is for the period beginning October 1, 2014 and September 30, 2015.

Dallas Morning News - Classified Legal Rates - 2014			
Dollar Volume Contracts	DallasNews		
Legal DVC	TDMN	Online	Al Dia
DVC \$5,000 Annually	4.10	35.00 Liner/45.00 Displ	0.91
* All liners and display ads will be posted online at DallasNews.com for 7 days.			

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

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

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

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

### Signed:

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

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

Print Name: Lynda Black

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Sales and Marketing Consultant

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FURTHER CONDITIONS OF THIS CONTRACT**

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

**Council Agenda Item**

Budget Account Code:	1-20-6470	Meeting Date:	September 2, 2014
Budgeted Amount:	\$2500.00	Department/ Requestor:	Collin County/ Police Department
Fund Balance-before expenditure:		Prepared by:	Monica Williamson
Estimated Cost:	\$2500.00	Date Prepared:	08/26/2014
Exhibits:	1) Proposed Resolution and contract		

**AGENDA SUBJECT**

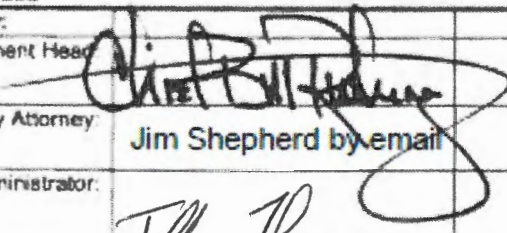
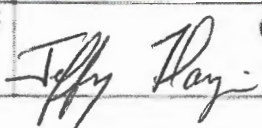
APPROVAL OF RESOLUTION 2014-436 APPROVING AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES AND LAW ENFORCEMENT.

**SUMMARY**

Continued resources and support for crimes against children to include complete investigations, forensic interviews and evidence collection for the successful prosecution of offenders of such crimes.

**POSSIBLE ACTION**

Move to approve, deny or table

<b>Inter - Office Use</b>			
<b>Approved by:</b>			
Department Head:		Date:	08-26-2014
City Attorney:	Jim Shepherd by email	Date:	Mon 8/25/2014 4:58 PM
City Administrator:		Date:	8/29/14

**RESOLUTION NO. 2014-463**

*(2014 Child Abuse, Investigation Services, Law Enforcement Services)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL CHILD ABUSE, INVESTIGATIONS SERVICES, LAW ENFORCEMENT SERVICES AGREEMENT WITH COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**APPROVED AND ADOPTED this \_\_\_\_\_ day of September, 2014.**

\_\_\_\_\_  
Z Marshall, Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie L. Smith, City Secretary

**APPROVED TO FORM:**

\_\_\_\_\_  
James E. Shepherd, City Attorney

**RESOLUTION NO. 2014-463**

*(2014-2015 Child Abuse, Investigation Services and Law Enforcement)*

**INTERLOCAL AGREEMENT:  
CHILD ABUSE, INVESTIGATION SERVICES, LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into on October 1, 2014, by and between the City of Parker (the "City") and the Collin County, a political subdivision of the State of Texas (the "County").

**Recitals**

**WHEREAS**, County performs law enforcement functions within Collin County.

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

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

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

**Article I  
Definitions**

**1.01 Law Enforcement Services**

The term "Law Enforcement Services" means all services necessary for the County to provide the reporting, investigating and filing charges for special crimes.

**1.02 Special Crimes**

The term "Special Crimes" means criminal offenses, relating directly or indirectly, whereby the victim is less than 17 years of age and the crime is determined to be a State Jail Felony or above. Lower offenses may be worked with the approval of both parties.

**Article II  
Term**

**2.01 Term**

The term of this Agreement shall commence on October 1, 2014, and shall continue in full force and effect for a period of five (5) years thru September 30, 2019.

**2.02 Termination**

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

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

**Article III  
Services and Service Fees**

### **3.01 Services**

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

### **3.02 Manner of Providing Services**

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

### **3.03 Use of Additional Personnel**

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

## **Article IV Exclusivity of Service**

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

## **Article V Compensation**

### **5.01 Law Enforcement Service Charge**

The payment is based upon the population estimates of the City and that population is based on the most recently published figures obtained from the North Central Texas Council of Governments. Law Enforcement Fees may be adjusted within the Five (5) year period as needed, if deemed necessary due to population increase. On an annual basis, the City will pay \$2,500.00 to the County for providing the above mentioned services. The City will continue payment for any and all charges for services not described in this Agreement. County will invoice City each year for total amount due.

## **Article VI Notices**

**6.01** Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

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

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

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



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

## **Article VII Miscellaneous**

### **7.01 Civil Liability**

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

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

### **7.02 Amendment**

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

### **7.03 Controlling Law**

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

### **7.04 Captions**

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

### **7.05 Counterparts**

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

### **7.06 Exclusive Right to Enforce this Agreement**

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

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

“COUNTY”

COLLIN COUNTY, TEXAS

By: \_\_\_\_\_

Title: County Judge

Date: \_\_\_\_\_

“CITY”

CITY OF PARKER, TEXAS

By: \_\_\_\_\_

Title: "O c { qt" \ "O ctuj cm

Date: \_\_\_\_\_



## Council Agenda Item

Budget Account Code:	Meeting Date: September 2, 2014
Budgeted Amount:	Department/ Requestor: Finance
Fund Balance-before expenditure:	Prepared by:
Estimated Cost:	Date Prepared: August 25, 2014
Exhibits:	Public Notice

### AGENDA SUBJECT

PUBLIC HEARING ON 2014 PROPOSED TAX RATE.

### SUMMARY

Open Public Hearing (**please state time**)

Public comments

Close Public Hearing (**please state time**)

**Announce vote will be taken by Council on September 16.**

### POSSIBLE ACTION

No action at this time.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	8/12/2014
City Administrator:	<i>Tiffany Hargis</i>	Date:	8/29/14

# CITY OF PARKER TAX RATE

	YEAR 2013		YEAR 2014
M & O	0.289905		0.290294
I & S	0.067175		0.060690
TOTAL	0.357080		0.350984

<b>Difference</b>	<b>(0.006096)</b>
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# **NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PARKER**

A tax rate of \$0.350984 per \$100 valuation has been proposed for adoption by the governing body of City of Parker. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.350984 per \$100
PRECEDING YEAR'S TAX RATE	\$0.357080 per \$100
EFFECTIVE TAX RATE	\$0.331083 per \$100
ROLLBACK TAX RATE	\$0.350984 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Parker from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Parker may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

## **YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun  
Tax Assessor-Collector  
2300 Bloomdale, Suite 2366, McKinney, TX 75071  
972-547-5020  
[kmaun@collincountytx.gov](mailto:kmaun@collincountytx.gov)  
<http://www.parkertexas.us/>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2014 at 7:00 pm at Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.

Second Hearing: September 2, 2014 at 7:00 pm at Parker City Hall, 5700 E. Parker Road, Parker, TX 75002.



## Council Agenda Item

Budget Account Code:	Meeting Date: September 2, 2014
Budgeted Amount:	Department/ Requestor: Finance
Fund Balance-before expenditure:	Prepared by:
Estimated Cost:	Date Prepared: August 25, 2014
Exhibits:	Public Notice Proposed Budget

### AGENDA SUBJECT

PUBLIC HEARING ON PROPOSED FY 2014-2015 BUDGET.

### SUMMARY

Open Public Hearing (**please state time**)

Public comments

Close Public Hearing (**please state time**)

**Announce vote will be taken by Council on September 16.**

### POSSIBLE ACTION

No action at this time.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	8/12/2014
City Administrator:	<i>Tiffany Ray</i>	Date:	8/29/14

"This budget will raise more total property taxes than last year's budget by \$193,823, a 9.9% increase, and of that amount \$73,061 is tax revenue to be raised from new property added to the tax roll this year." LGC § 102.00S(b).

**City of Parker-General Fund**  
**Proposed Budget - FY 2014 / 2015**

ACCT #	Revenue - City	Actuals as of: 8/14/2014	2013 / 2014 Budgeted Revenue	2013 / 2014 Anticipated Revenue	2014 / 2015 Proposed Budget (before adjs)	2014 / 2015 Adjustments	2014 / 2015 Proposed Budget	2014 / 2015 Notes
<b>Revenues</b>								
1-10-4100	Current year taxes - M & O	1,581,677	1,589,370	1,589,370	1,779,453	0	1,779,453	Certified Values - 07/25/14
3-90-4101	Current year taxes - I & S	366,530	368,280	368,280	372,020	0	372,020	Certified Values - 07/25/14
1-10-4120	Delinquent Taxes - M & O	4,113	8,400	8,400	8,400	0	8,400	
3-90-4121	Delinquent taxes - I & S	832	2,500	2,500	2,500	0	2,500	
1-10-4125	Penalties & Intersest - M & O	7,281	9,400	9,400	9,400	0	9,400	
3-90-4125	Penalties & Intersest - I & S	1,686	2,200	2,200	2,200	0	2,200	
1-10-4130	Building permits	207,946	350,000	225,000	455,000	0	455,000	
	Development Inspection Fees	0	0	0	50,000	0	50,000	Parker Ranch Development
1-10-4140	Franchise and use fees	230,909	200,000	235,000	205,000	0	205,000	
1-10-4150	Special use permits	1,260	1,000	1,260	1,260	0	1,260	Accessory bldgs; Swingin D Ranch
1-10-4160	Filing fees	0	1,000	500	1,000	0	1,000	
1-10-4170	Fines	76,137	165,000	85,000	135,000	0	135,000	
1-10-4190	Other income	107,857	15,000	215,850	20,000	0	20,000	
1-10-4192	State of TX training for PD	0	0	0	1,036	0	1,036	
1-10-4201	Donated Dollars	0	0	0	500	0	500	
	Parkerfest Revenue	0	0	0	1,000	0	1,000	
1-10-4220	Sales tax collected	105,260	150,000	135,000	150,000	0	150,000	
1-10-4225	Mixed beverage tax	4,327	2,500	4,500	4,250	0	4,250	
1-10-4400	Alarm registrations/permits	10,410	9,000	10,500	9,200	0	9,200	
1-10-4500	Interest Income	33,368	33,000	33,500	39,000	0	39,000	CDARS & bank accounts
	Sub-total Revenue	2,739,592	2,906,650	2,926,260	3,246,220	0	3,246,220	
<b>FUND BALANCE TRANSFERS</b>								
FNDBAL	Security Fund	0	15,000	300	13,800		13,800	
FNDBAL	Technology Fund	0	5,500	5,000	5,500		5,500	
FNDBAL	Seizure Fund		0	0	600	0	600	
FNDBAL	Capital Improvement Acct	0	0	0	0	75,000	75,000	For Projects
FNDBAL	Reserves	0	109,183	0	575,000	(50,000)	525,000	Bridge; FD remodel
	Sub-Total Fund Balance Trfs	0	129,683	5,300	594,900	25,000	619,900	
	Grand Total all Sources	2,739,592	3,036,333	2,931,560	3,841,120	25,000	3,866,120	

**City of Parker-General Fund**  
**Proposed Budget - FY 2014 / 2015**

Expenses by Department - SUMMARY		Actuals as of: 8/14/2014	2013 / 2014 Budgeted Expenses	2013 / 2014 Anticipated Expenses	2014/ 2015 Proposed Budget (before adjs)	2014 / 2015 Adjustments	2014 / 2015 Proposed Budget	2014 / 2015 Notes
Administration		390,942	718,316	489,916	800,123	5,123	805,246	
Police Department		638,762	785,052	770,914	882,409	18,444	900,853	
Municipal Court		97,143	171,256	125,856	152,247	0	152,247	
Fire Department		194,844	262,650	261,245	250,250	0	250,250	
Building and Code Enforcement		80,611	96,682	93,895	99,372	0	99,372	
Parks and Recreation		1,387	7,000	2,883	4,600	0	4,600	
Public Works		146,129	554,397	551,190	590,532	28,000	618,532	
City Property		45,379	62,700	62,306	63,000	0	63,000	
Capital Improvement Fund		0	10,000	10,000	575,000	25,000	600,000	
Debt Service		229,293	368,280	368,280	371,743	277	372,020	
	Total Expenses by Dept	1,824,491	3,036,333	2,736,485	3,789,276	76,844	3,866,120	

Revenue Less Expenses (0)

<b>2014 Total Taxable Value</b>	<b>RATE</b>	<b>612,983,418</b>	Certified Totals
M & O Revenue	0.290294	1,779,453	
I & S Revenue	0.060690	372,020	
Other Revenue		1,662,110	
Total Revenue		3,813,584	
Combined Rate	0.350984		



**City of Parker-Proprietary Fund  
Proposed Budget - FY 2014 / 2015**

SUMMARY		Actuals as of: 8/19/2014	2013 / 2014 Budget	2013 / 2014 Anticipated	2014/ 2015 Proposed before adjs	2014/ 2015 Adjustments	2014 / 2015 Proposed Budget	2014/ 2015 Notes
Revenue - All Sources		1,481,260	2,463,000	2,103,000	2,689,687	0	2,689,687	
Water Department		836,608	1,603,249	1,560,405	1,802,367	0	1,802,367	
Sewer Department		94,335	184,444	135,944	199,245	0	199,245	
Sanitation Department		178,809	277,494	277,494	287,326	0	287,326	
Debt Service		220,693	397,813	397,813	400,749	0	400,749	
	<b>Total Expenses by Dept</b>	1,330,445	2,463,000	2,371,656	2,689,687	0	2,689,687	

Balance (0)



## Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	September 2, 2014
Budgeted Amount:		Department/ Requestor:	City Administrator
Fund Balance-before expenditure:		Prepared by:	J Shepherd
Estimated Cost:		Date Prepared:	August 25, 2014
Exhibits:	1) Resolution 2014-457		

### AGENDA SUBJECT

PUBLIC HEARING ON AN ANNEXATION REQUEST FOR APPROXIMATELY 50.104 ACRES OF LAND IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278, COLLIN COUNTY, TEXAS. GENERALLY LOCATED AT CURTIS ROAD AND LEWIS LANE. [SHEPHERD]

### SUMMARY

Open Public Hearing (**please state time**)

Public comments

Close Public Hearing (**please state time**)

**Announce a second public hearing will be held September 16 and a vote will be taken by Council on October 21, 2014.**

### RECOMMENDED ACTION

No action at this time.

Inter – Office Use			
Approved by:			
Department Head/ Prepared by:		Date:	

City Attorney:		Date:	
City Administrator:	<i>Teffy Razi</i>	Date:	<i>8/29/14</i>

**RESOLUTION NO. 2014-457**  
*(PARKER 50.1 PARTNERS, LP – 50.104 ACRES)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS RECEIVING AN ANNEXATION PETITION, AND SETTING TWO PUBLIC HEARINGS, FOR APPROXIMATELY 50.104 ACRES OF LAND IN THE GEORGE W. EASTES SURVEY, ABSTRACT NO. 300, AND THE SURRY E. DONALDSON SURVEY, ABSTRACT NO. 278, COLLIN COUNTY, TEXAS.**

**WHEREAS**, in accordance with Chapter 43 of the Texas Local Government Code, a petition for annexation of land described herein was submitted to the City; and

**WHEREAS**, the City of Parker believes that the receipt and review of this annexation petition is in the best interest of the citizens of the City of Parker, and the owners and residents of the area seeking the annexation; and

**WHEREAS**, the City of Parker will hold two public hearings on the proposed annexation, on such dates as will be determined by vote of the City Council.

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

**THE ANNEXATION PETITION** submitted by Parker 50.1 Partners, LP to the City of Parker, Collin County, Texas, requesting annexation of approximately 50.104 acres of land in the George W. Eastes Survey, Abstract No. 300, and the Surry E. Donaldson Survey, Abstract No. 278, Collin County, Texas, which is further described in the metes and bounds description on the attached Exhibit “A” incorporated herein for all purposes, is hereby accepted for consideration for annexation by the City of Parker.

Public hearings to be held in accordance with Texas Local Government Code 43.052, are to be scheduled for September 2, 2014 and September 16, 2014. City staff shall take all necessary steps for publication of these hearings in accordance with State law.

**DULY RESOLVED** by the City Council of the City of Parker, Collin County, Texas on this 19<sup>th</sup> day of August, 2014.

APPROVED:

\s\ Z Marshall  
Z Marshall, Mayor

ATTEST:

\s\ Carrie L. Smith  
Carrie Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



Res 2014-457  
(Parker 50.1 Partners, LP  
-50.104 Acres) AKA Ron Haynes  
Development Co.

**ZONING BOUNDARY CHANGE APPLICATION FORM**  
**ANNEXATION REQUEST FORM**

1. Requesting:

Permanent Zoning \_\_\_\_\_  
Re-Zoning \_\_\_\_\_ (See Note\*)  
Annexation \*

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

Applicant/Company Name: Parker 50.1 Partners, LP

Company Address: 8214 Westchester, Suite 650  
Dallas, TX 75225

Company Phone Number: 214-673-0575

Company Email: rhaynes@haynesdewco.com

Contact Name: Haynes Development Company

Contact Phone Number: 214-673-0575

Contact Email: rhaynes@haynesdewco.com

2. Description and Location of Property:

a. Survey and abstract: see attachment

b. Lot and block: \_\_\_\_\_

c. Total number of acres: 50.1

d. Location further described: Curtis Road & Lewis Lane

3. Attach 8 copies of the preliminary plat or survey that contains:

a. North point, scale, and date

b. Name and address of:

i. Applicant

ii. Engineer or surveyor responsible for survey of plat

c. Survey and abstract with tract designation

d. Location of major and/or secondary thoroughfares located with or adjacent to the property

e. Location of existing or platted streets within and adjacent to the existing property

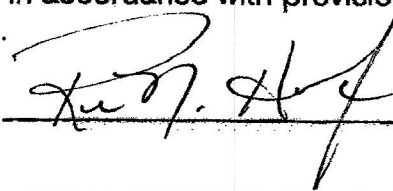
f. Location of all existing rights of way, utility, and/or drainage easements

4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: \_\_\_\_\_



Date: \_\_\_\_\_

7-14-14

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

REQUEST FOR ZONING BOUNDARY CHANGE:

You are requested to supply the names and addresses of all property owners within 200 feet of the subject property, IN ALL DIRECTIONS.

1.	Young Dean Homestead, Ltd.	625 W Blondy Jhune Rd	Lucas	TX	75002
2.	Malcolm K Owens	6507 Northridge Pkwy	Parker	TX	75002
3.	Michael Lance & Carla Carle	4610 Vista Ridge	Parker	TX	75002
4.	Shannon & Michael Shivers	4608 Vista Ridge	Parker	TX	75002
5.	Daniel G Cummings	4606 Vista Ridge	Parker	TX	75002
6.	Daniel G Cummings	4604 Vista Ridge	Parker	TX	75002
7.	Daren James Donnelson	4602 Vista Ridge	Parker	TX	75002
8.	Travis & Cindy Springsteen	6506 Southridge Pkwy	Parker	TX	75002
9.	Luther M. Rudisill, Susan K. Rudisill & Kathleen Dunlap	6804 Poco Dr	Parker	TX	75002
10.	Javid Jabbarnezhad	4401 Lewis Ln	Parker	TX	75002
11.	The Umphy Corporation	4211 Newton Ave Apt 217	Dallas	TX	75219-3150
12.	Lisa Griffin, Ben Griffin & Kenny Lewis	2360 County Road 722	McKinney	TX	75069-1002

14. \_\_\_\_\_

15. \_\_\_\_\_

List others on reverse side, if necessary.

FAILURE TO COMPLETE AND SUBMIT THIS INFORMATION WILL RESULT IN THE REJECTION OF THE APPLICATION.

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

## FEE SCHEDULE:

1. Ordinance Book (Subdivision Regulations and Zoning)	\$150.00
2. Site Plan Filing (each)	\$300.00 plus \$25/acre
3. Grading Plan	\$250.00 plus \$30/acre
4. Land Study/Preliminary Plat/Final Plat (each)	
Single Family	\$300.00 plus \$30/acre
Special Activities District	\$500.00 plus \$30/acre
(All final plats to be filed with Collin County and fees paid by applicant)	
5. Public Works Inspection/Engineering Plans/Legal Review	5.0% of construction costs
(Construction costs consist of water, streets, sewer, and drainage)	
6. Minor Subdivision Plat Application (5 acres or less)	\$500.00 plus \$100/lot
7. Re-Plat Application	\$500.00 plus \$15/lot
8. Zoning Change Request, Zoning Change	\$500.00 plus \$10/acre
9. Specific Use Permit	\$1,000.00
10. Variance Request	\$600.00
11. Traffic Control Devices:	
Per linear foot per lane line (painting)	\$ .75
Per street intersection (signage)	\$150.00
Per divided street intersection (signage)	\$300.00
Signs for street names (each)	\$200.00
12. Abandonment of Real Property	\$500.00
13. Annexation Petition	\$400.00 plus \$5/acre

All fees are due and payable at the time of application; except inspection, engineering, and legal review fees, which are due at the time of the pre-construction meeting with the City. No construction shall take place prior to the pre-construction meeting and submission of certified construction cost bid(s) by the contractor(s) and owner. NO HEARING WILL BE SCHEDULED NOR WILL ANY REVIEWS BE MADE UNTIL PAYMENT OF REQUIRED FILING FEES HAS BEEN ACCOMPLISHED. FEES ARE NON-REFUNDABLE REGARDLESS OF THE OUTCOME OF THE REQUEST.

All the requirements of fees of this application are submitted to the City of Parker requesting a hearing date before the Planning and Zoning Board and the City Council. Hearing dates will be scheduled in accordance with the City's Comprehensive Zoning Ordinance.



## LEGAL DESCRIPTION ~ 50.104 ACRE TRACT

BEING that certain tract of land situated in the George W. Eastes Survey, Abstract No. 300, and the Surry E. Donaldson Survey, Abstract No. 278, in Collin County, Texas, and being all of that certain tract of land described in deed to Chen and Wang Parker City Joint Venture recorded in Document No. 97-0014688, of the Deed Records of Collin County, Texas (DRCCT), subject property being more particularly described as follows;

BEGINNING at a 3/8 inch iron rod found, said iron rod being located in the approximate center of County Road 254 (Lewis Lane – undedicated at this point), and also being located at the southeast corner of said Chen and Wang Parker City Joint Venture tract, the northeast corner of that certain tract of land described in deed to Javid Jabbarnezhad recorded in Volume 3159, Page 181, DRCCT, and being the northwest corner of a right-of-way dedication by plat for Lewis Lane and Sheperds Creek Drive according to Plat recorded in Cabinet L, Page 242, of the Plat Records of Collin County, Texas (PRCCT);

THENCE South 89°42'35" West, with the south line of said Chen and Wang Parker City Joint Venture tract, a distance of 660.09 feet to a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" set for corner, said iron rod being located on the east line of Southridge Estates Addition Phase 2, an addition to The City of Parker, Texas according to Final Plat recorded in Document No. 2007-579, PRCCT, from which a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found bears South 01°16'44" East, a distance of 8.83 feet;

THENCE North 01°16'44" West, with said east line of Southridge Estates Addition Phase 2, passing at a distance of 1086.29 feet a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found at the most southerly northeast corner of Southridge Estates Addition Phase 2, continuing with the east line of that certain tract of land described in deed to Haha Capital Investment, LLC recorded in Document No. 20100901000917490, DRCCT, in all, a distance of 1349.90 feet to a "PK" nail in asphalt found for corner, said nail located along County Road 252 (Curtis Road - undedicated at this point);

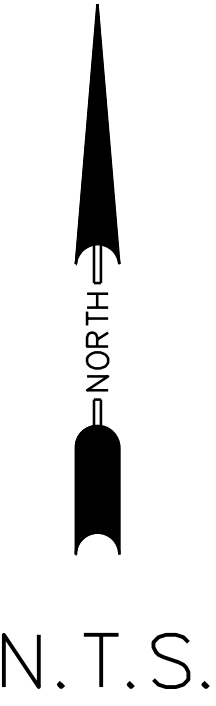
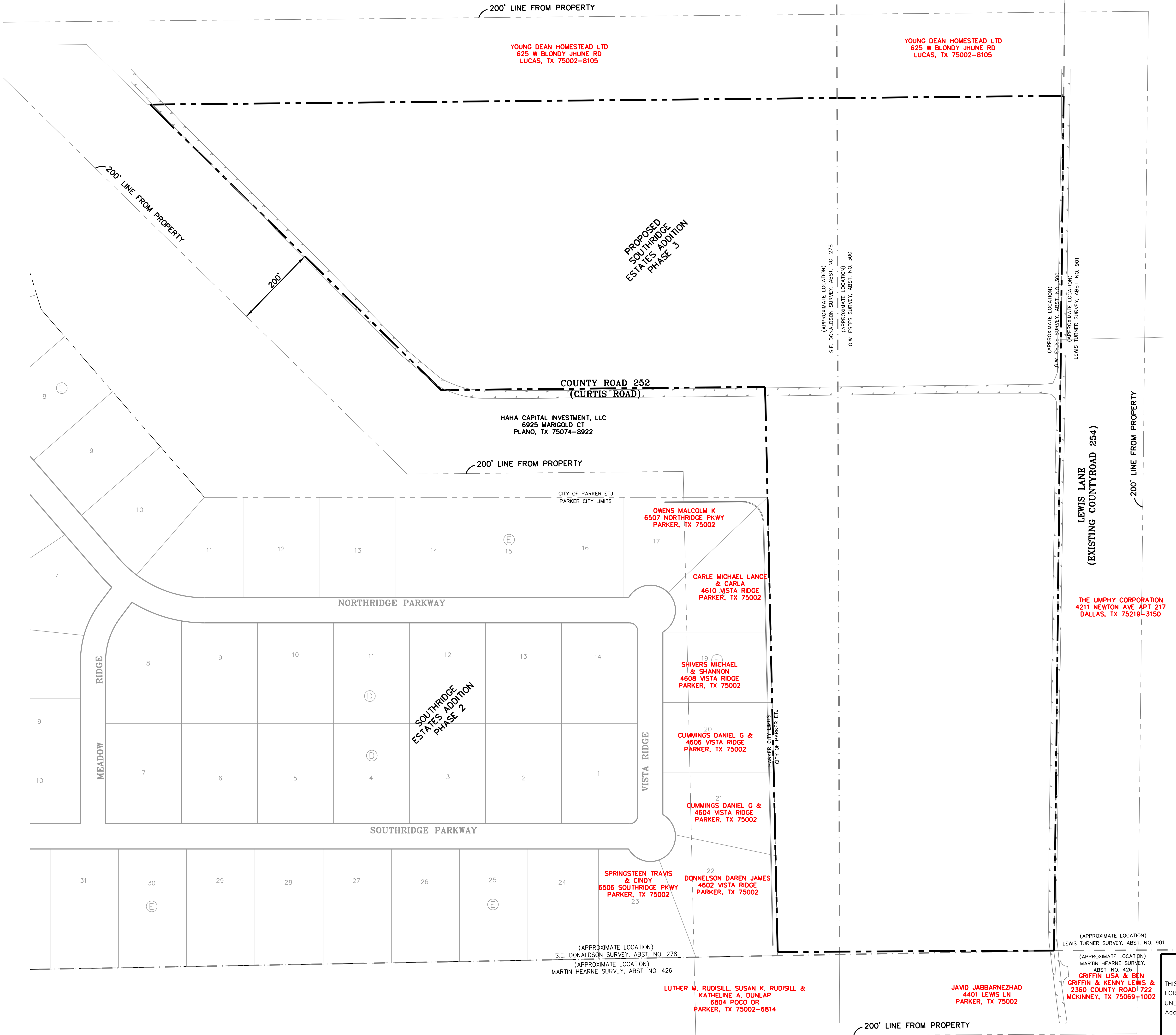
THENCE South 89°26'42" West, with a north line of said Haha Capital Investment, LLC tract, a south line of the aforementioned Chen and Wang Parker City Joint Venture tract, and generally along County Road 252 (Curtis Road), a distance of 773.64 feet to a 1/2 inch iron rod found for corner, from which a 5/8 inch capped iron rod found bears South 47°21'52" East, a distance of 8.99 feet;

THENCE North 45°33'20" West, with a northeast line of the Haha Capital Investment, LLC tract, a southwest line of said Chen and Wang Parker City Joint Venture tract, and generally along County Road 252 (Curtis Road), a distance of 973.62 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°27'11" East, with the north line of the Chen and Wang Parker City Joint Venture tract, and the south line of those certain tracts of land described as Tract C and Tract F in deed to Young Dean Homestead, Ltd. recorded in Volume 5167, Page 3443, DRCCT, passing at a distance of 46.31 feet a 5/8 inch iron rod found, and passing at a distance of 2165.16 feet a 5/8 inch iron rod found, continuing in all, a distance of 2181.96 feet to a "PK" nail set in asphalt in the aforementioned County Road 254 (Lewis Lane), from which a 1/2 inch iron rod found bears North 00°38'39" East, a distance of 915.19 feet;

THENCE South 00°38'39" West, with said County Road 254 (Lewis Lane), passing at a distance of 698.72 feet a "PK" nail in asphalt found at the approximate centerline intersection of County Road 254 (Lewis Lane) and the aforementioned County Road 252 (Curtis Road), continuing in all, a distance of 2041.42 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 50.104 acres of land.





PROPERTY ADDRESS MAP						
SOUTHDRIDGE ESTATES ADDITION PHASE 3						
CITY OF PARKER, COLLIN COUNTY, TEXAS						
<div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div><div>PETITT BARRAZA<sup>LLC</sup></div><div>ENGINEERING PLANNING SURVEYING</div></div><div><div>1651 N. Glenville Drive, Suite 208 Richardson, Texas 75081</div><div>Tel. No. (214) 221-9955 Fax No. (214) 340-3550</div></div></div><div><div>THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF Adam B. Conway, PE 91735</div><div><div>DESIGN</div><div>CHECKED</div><div>DATE</div><div>SCALE</div><div>NOTES</div><div>FILE</div><div>SHEET NO.</div></div></div></div></div>						
KLJ	AC	AUG 2014			05003-03	1



## Council Agenda Item

Budget Account Code:	Meeting Date: September 2, 2014
Budgeted Amount:	Department/ Requestor: Public Works/Collin County
Fund Balance-before expenditure:	Prepared by: J Flanigan/ J Shepherd
Estimated Cost:	Date Prepared: August 25, 2014
Exhibits:	Proposed Resolution and Agreement

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-459 APPROVING AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION ON LANDSCAPE MAINTENANCE ALONG FM2551/HOGGE ROAD. [FLANIGAN]

### SUMMARY

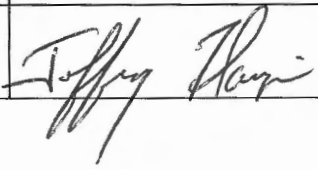
Parker has requested additional trees and landscaping in the right of way of FM2551, as a part of a TXDoT road widening project. TXDoT has consented to the additional landscaping, so long as Parker maintains it. By this agreement Parker would pay for and perform maintenance of the landscaping with Parker employees and equipment, or pay for a private contractor to do so.

An agreement was reached with the local TXDoT office to amend the damages Parker would pay if Parker terminated the agreement. That agreement should be received prior to the meeting in the form of a letter agreement, to be followed by approval of an amendment of the contract on approval by the Austin TXDoT office.

### POSSIBLE ACTION

Approve, Table, Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	

City Attorney:	Jim Shepherd by email	Date:	Wed 8/27/2014 8:48 PM
City Administrator:		Date:	8/29/14

**RESOLUTION NO. 2014-459**  
*(FM 2551 Landscaping and Maintenance Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN AGREEMENT BETWEEN  
THE CITY OF PARKER AND THE TEXAS DEPARTMENT OF  
TRANSPORTATION (TXDoT) FOR LANDSCAPING AND MAINTENANCE  
OF FM 2551**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Landscaping and Maintenance in and along FM 2551- Hogge Road; and

**WHEREAS**, the City of Parker finds that landscaping the newly widened FM 2551 is in the best interest of its residents; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to carry out the terms of the proposed agreement with TXDoT;

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

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with TXDoT for Landscaping and Maintenance of that portion of FM 2551 described in the attached interlocal agreement in substantially the form attached hereto.

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

**APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

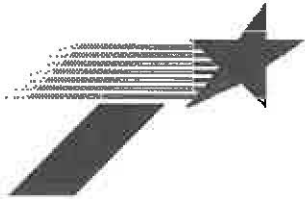
\_\_\_\_\_  
Z Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney



## **Texas Department of Transportation**

**4777 East Highway 80, Mesquite, Texas 75150-6643**

August 19, 2014

Landscape Maintenance Agreement

CSJ: 2056-01-048

FM 2551

City of Parker

Collin County

Mr. Jeff Flanigan

City Administrator

City of Parker

5700 E. Parker Rd.

Parker, TX 75002

Dear Mr. Flanigan:

Please find attached, two (2) original *Landscape Maintenance Agreements* for the subject project for your review and approval. If all is satisfactory, please obtain authorized signatures for both originals and return both further processing. A fully executed original will be returned to you for your files and use.

Feel free to contact Mr. Pat Haigh at 214-320-6205, if needed.

Sincerely,

Andrew R. Oberlander, P.E.

District Transportation Operations Engineer

Attachments



## LANDSCAPE MAINTENANCE AGREEMENT

**THE STATE OF TEXAS**

**THE COUNTY OF TRAVIS**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Parker, Collin County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

### WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the State and the City have entered into a Municipal Maintenance Agreement dated September 20, 1994, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

**WHEREAS**, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

**WHEREAS**, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.



## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

### **Contract Period**

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

### **Coverage**

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

### **Amendment**

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

### **State's Responsibilities**

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

### **City's Responsibilities**

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

**TERMINATION**

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, the City of Parker on the \_\_\_\_\_ day of \_\_\_\_\_, year 2014, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, year 2014.

**ATTEST:****THE STATE OF TEXAS**

\_\_\_\_\_  
CITY OF Parker

By Mayor Z Marshall  
(Title of Signing Official)

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
District Engineer

Dallas  
District

Attachments

# DRAFT

## FINAL PLANS

NAME OF CONTRACTOR: \_\_\_\_\_

DATE OF LETTING: \_\_\_\_\_

DATE WORK BEGAN: \_\_\_\_\_

DATE WORK COMPLETED: \_\_\_\_\_

DATE WORK ACCEPTED: \_\_\_\_\_

SUMMARY OF CHANGE ORDERS: \_\_\_\_\_

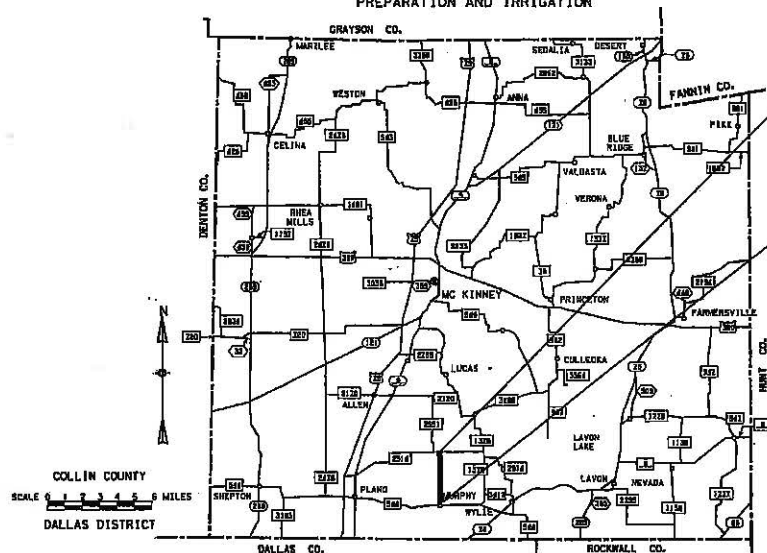
## STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

### PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT

STP 2015 (223)

CSJ: 2056-01-048

**FM 2551****DALLAS COUNTY**LIMITS: FROM FM 544  
TO FM 2514 (PARKER RD)TOTAL LENGTH OF PROJECT =  
ROADWAY = 15,840 FT. = 3.090 MI.  
BRIDGE = 0.00 FT. = 0.000 MI.  
TOTAL = 15,840 FT. = 3.090 MI.TYPE OF WORK: FOR THE CONSTRUCTION OF LANDSCAPE DEVELOPMENT  
TO INCLUDE: TREE AND SHRUB PLANTING, BED  
PREPARATION AND IRRIGATIONWORK WAS COMPLETED ACCORDING  
TO THE PLANS AND CONTRACT.

Signature of Registrant \_\_\_\_\_ P.E. \_\_\_\_\_ Date \_\_\_\_\_

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DESIGN	FED. RD. DIST. NO.	FEDERAL AID or STATE PROJECT NO.	HIGHWAY NO.
EBB	6	STP 2015 (223)	FM 2551
GRAPHIC	STATE	DISTRICT	COUNTY
EBB	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
PJH	2056	01	048
			1

DESIGN SPEEDS - N/A

### NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND THE CONTRACT PROVISIONS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012)

BEGIN PROJECT  
CSJ 2056-01-048  
STA N/A  
TRM 246 + 1.550END PROJECT  
CSJ 2056-01-048  
STA N/A  
TRM 250 + 0.578

## TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING Aug 8 2014CW Bly  
LANDSCAPE ARCHITECTRECOMMENDED FOR LETTING Aug 11 20Barry Heard P.E.  
ARBA ENGINEERRECOMMENDED FOR LETTING 8-15 2014W. H. H. H. P.E.  
DIRECTOR OF OPERATIONSRECOMMENDED FOR LETTING 8/18 2014W. H. H. H. P.E.  
DISTRICT ENGINEERAPPROVED FOR LETTING 20\_\_\_\_\_  
P.E.  
DIRECTOR, TRAFFIC OPERATIONS DIVISIONAPPROVED FOR LETTING 20\_\_\_\_\_  
P.E.  
DIRECTOR, DESIGN DIVISION

DRAFT

## INDEX OF SHEETS

SHEET DESCRIPTION

### I. GENERAL

1 TITLE SHEET  
2 INDEX OF SHEETS  
3 - 3B GENERAL NOTES  
4 ESTIMATE AND QUANTITY SHEET

SHEET DESCRIPTION

### V. DRAINAGE DETAILS

NONE

SHEET DESCRIPTION

### VIII. TRAFFIC ITEMS

NONE

### II. TRAFFIC CONTROL PLAN

\* 5 TCP (1-5) 12  
\* 6 TCP (2-4) 12  
\* 7 TCP (2-6) 12  
\* 8 TCP (6-2) 12  
\* 9 - 20 BC (1-12) 13

### VI. UTILITIES

NONE

### IX. ENVIRONMENTAL ISSUES

21 ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)  
22 STORM WATER POLLUTION PREVENTION PLAN (SW3P)  
23 STORM WATER POLLUTION PREVENTION PLAN SHEET  
\* 24 - 25 EROSION CONTROL LOGS (OAL)

### III. ROADWAY DETAILS

NONE

### VII. BRIDGES

NONE

### X. MISCELLANEOUS ITEMS

26 - 36 LANDSCAPE PLANTING PLANS  
37 LANDSCAPE PLANTING DETAILS  
38 - 48 IRRIGATION PLANS  
49 IRRIGATION DETAILS  
50 IRRIGATION GENERAL NOTES & MATERIAL SPECIFICATIONS


### IV. RETAINING WALL DETAILS

NONE



THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN  
SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING  
APPLICABLE TO THIS PROJECT.

Signature of Registrant P.E. Date

 Texas Department of Transportation © 2014				
INDEX OF SHEETS				
DESIGN	FIG. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
EBB	6	(see title sheet)		FM 2551
GRAPHICS		STATE	DISTRICT	COUNTY
EBB		TEXAS	DALLAS	COLLIN
CHECK		CONTROL	SECTION	JOB
PJH		2056	01	048
CHECK				
PJH				2



CSJ: 2056-01-048

Sheet 3

County: COLLIN

Highway: FM 2551

General Notes: Revised on May 9, 2014

**SW3P RESPONSIBILITIES****TxDOT Area of Responsibility**

Responsible for the area defined by the limits of the subject project, except for those areas utilized and operated by the contractor. These areas include, though are not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants.

**TxDOT Operational Responsibility**

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and operating the project within the requirements of the CGP for discharging storm water from the subject project and to notify MS4 permit holders of the intent to discharge storm water.

File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

**Contractor Area of Responsibility**

Responsible for all areas under their direct operational control which includes, though not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants. These areas may be located on or off the subject project's R.O.W.

**Contractor Operational Responsibility**

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and adhering to all requirements of the permit for discharging storm water from the areas under their operational control. Perform regular inspections, prepare a written report of deficiencies, and repair deficiencies within the time frame set forth by the permit. File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Responsible under contractual obligations to TxDOT to install, clean, repair, replace or remove sediment and erosion control devices as indicated on TxDOT's Inspection Reports, or as required by daily construction practices, within the time frame set forth by the permit.

**GENERAL**

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

General Notes

Sheet A

CSJ: 2056-01-048

Sheet 3

County: COLLIN

Highway: FM 2551

The construction, operation and maintenance of the proposed project will be consistent with the state Implementation plan as prepared by the Texas Commission on Environmental Quality.

The disturbed area for this project, as shown on the plans is 1.96 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

Leave all right of way areas undisturbed until actual construction is to be performed in said areas.

Use established industry and utility safety practices to erect poles, luminaries, signs or structures near any overhead or underground utility. Consult with the appropriate utility company prior to beginning such work.

Underground utilities owned by the Texas Department of Transportation may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communications & control maintained by TxDOT, call the TxDOT Traffic Signal Office (214-320-6682) for locates a minimum of 48 hours in advance of excavation. For Irrigation systems, call TxDOT Maintenance Landscape Office (214-320-6205) for locates a minimum of 48 hours in advance of excavation. If city or town owned irrigation facilities are present, call the appropriate department of the local city or town a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages incurred to the above mentioned utilities when working without having the utilities located prior to excavation.

For the project to be deemed complete, permanently stabilize all unpaved disturbed areas of the project with a vegetative cover at a minimum of 70% density for the control of erosion.

Repair or replace any structures and utilities that might have been damaged by negligence or a failure to have utility locates performed.

Perform all electrical work in accordance with the National Electrical Code and Texas Department of Transportation Specifications.

Consult with appropriate electric company representatives according to their respective area to coordinate electrical services installations.

Meet weekly with the engineer to notify him or her of planned work for the upcoming week.

General Notes

Sheet B

CSJ: 2056-01-048

Sheet 3A

County: COLLIN

Highway: FM 2551

Submit pre-letting questions, by email only, to the attention of Area Engineer or Assistant Area Engineer.

Email: [Barry.Heard@txdot.gov](mailto:Barry.Heard@txdot.gov) or [Brenan.Honey@txdot.gov](mailto:Brenan.Honey@txdot.gov)

Answers will be provided by email.

An electronic file containing pre-letting questions and TxDOT answers will be provided upon email request.

Material On Hand (MOH) will not be used in calculating partial payments for Mobilization.

Provide the Engineer with a copy of all Disadvantage Business Enterprise (DBE) subcontractor agreements prior to commencing work.

**Item 8:**

This Project will be a Standard Workweek in accordance with Article 8.3.A.4.

**Item 161:**

Provide tickets representing quantity of compost delivered to site.

**Item 170:**

For all meter locations, contact Parker or Murphy water utilities.

Parker:

Parker Water and Sanitation District (303.841.4627)

Cottonwood Water and Sanitation (303.792.9509)

Murphy:

North Texas Municipal Water District (972.442.5405)

**Item 192:**

No planting shall occur between June 1st and September 15th without written approval from the Engineer.

Maintain Median turf areas within project limits between a height of 2"-3" during the maintenance period under both Items 192&193.

Begin the 90-day maintenance period only after all live plant material and functional irrigation systems have been installed as shown on plans.

**Item 193:**

Begin the additional maintenance period covered under this item only after all maintenance activities have been completed under Items 170 & 192.

General Notes

Sheet C

CSJ: 2056-01-048

Sheet 3A

County: COLLIN

Highway: FM 2551

Replace dead or dying plant material within 10 days of notification by the Engineer unless otherwise indicated in the notification. Plant material replacement will be subsidiary to this item unless determined otherwise by the Engineer.

Continue to pay for water used through the irrigation meter during the maintenance period under this item. Transfer the meter to the City or appropriate Community Organization at the end of the project.

**Item 502:**

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Provide written proposed lane closure information by 1:00 pm on the business day prior to the proposed closures. Do not close lanes when this requirement is not met.

When excavation is required next to a pavement lane carrying traffic and the widening is not completed by the end of the work day, backfill against the edge of the pavement with at least a 3:1 slope using an acceptable material to support vehicular traffic. Carefully remove and dispose of this material when work resumes. Backfilling pavement edges, and the materials required for the work will be subsidiary to this item.

Place barricades and signs in locations that do not obstruct the sight distance of drivers entering the highway from driveways or side streets.

Do not commence work on the road before sunrise. Do not operate or park any equipment/machinery closer than 30 feet from the traveled roadway after sunset unless authorized by the engineer.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using an acceptable method.

Freeway Lane Closures				
Category of Work	Number of Rdwy Lanes per direction	Peak Times	Off Peak Times	Lowest Volume Time
		Monday-Friday 6:00 am - 9:00 am 3:30 pm - 7:00 pm Major Events and Major Holidays**	Monday-Friday 9:00 am - 3:30 pm 7:00 pm - 10:30 pm and Saturday	Monday-Friday 10:30 pm to 6:00 am and Sunday

General Notes

Sheet D



CSJ: 2056-01-048

Sheet 3 **B**

County: COLLIN

Highway: FM 2551

Placement of CTB & Bridge Beams, Pavement Markings, Full Depth Roadway Repair, Bridge or Similar Demolitions*	5	None	2	3
	4	None	2	3
	3	None	1	2
	2	None	1	2
Adjacent Construction, Lanes for Construction Traffic or Similar Operations	5	None	1	2
	4	None	1	2
	3	None	1	1
	2	None	None	1

\* Provide a traffic control plan where bridge demolition cannot be accomplished with lane closures. Freeway closures will only be done during Lowest Volume Times.

\*\* Major Holidays are defined under Item 1.82 and also include the Easter Weekend.

\*\*\* The Table above is only to be used when traffic counts do not exceed 2000 Vehicles per Lane per Hour. (The capacity of all remaining open lanes must not exceed 2000 Vehicles per Lane per Hour). When traffic counts do or will exceed 2000 Vehicles per Lane per Hour, Director of Construction, Assistant District Engineer or District Engineer approval will be required for lane closures.

Additional lanes may be closed during Off Peak Times or Lowest Times with written permission of the Engineer. Lane Closures during Off Peak Times may be started earlier or be extended later with written permission of the Engineer. Traffic Control Plans with Lane Closures causing backups of 20 minutes or greater in duration will be modified by the Engineer.

Limit lane closures along FM 2551 to the hours between 9:00 am and 3:30 pm. Work in other areas of the project is not restricted to this time frame.

#### Item 618:

The location of conduits and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Secure permission and approval from the proper authority prior to cutting into or removing any sidewalks or curbs for installation of this item.

When holes are drilled through concrete structures, use a coring device. Do not use masonry or concrete drills.

Place conduit under existing pavement by an approved boring method. Do not place boring pits closer than 2 feet from the edge of pavement unless otherwise directed. Do not use water

CSJ: 2056-01-048

Sheet 3 **B**

County: COLLIN

Highway: FM 2551

jetting. When conduits are bored, do not exceed 18 inches in the vertical and horizontal tolerances as measured from the intended target point.

Do not use a pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile").

Furnish and install a non-metallic pull rope in conduit runs in excess of 50 feet.

Use a colored cleaner-primer on all PVC to PVC joints before application of PVC cement.

Furnish and install non-metallic pull ropes in conduit installed for future use and cap using standard weather-tight conduit caps, as approved. This work will not be paid for directly, but is subsidiary to this item.

#### Item 1122:

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas, before the next rain event or within 24 hours of the discharge.

Provide SW3P Signs. Obtain from the Engineer a copy of the project's completed TPDES Storm Water Program Construction Site Notice and signed Contractor Certification Statement. Laminate the sheets and bond with adhesive to 36" X 36" plywood sign blanks. Ensure the sheets remain dry. Apply Type C Blue reflective sheeting as the background and add the text "SW3P" in 5" white lettering, centered at the top. Attach the signs to approved temporary mounts and locate at each of the project limits just inside the right of way line at a readable height or as directed by the Engineer. If the sign cannot be placed outside the clear zone, it must adhere to the TMUTCD. SW3P signs, maintenance, and repostings (for replacement or as needed to ensure readability) will be subsidiary to Item 502.

**DRAFT**

ESTIMATE SUMMARY															
						CONTROL 2065-01-048 PM12291		A L T	ITEM CODE			DESCRIPTION	UNIT	TOTAL	
EST	FINAL	EST	FINAL	EST	FINAL	EST	FINAL		ITEM CODE	DESC CODE	BP NO			EST	FINAL
						78.000			169	2001		VEGETATIVE WATERING	MS	78.000	
						1.000			170	2001		IRRIGATION SYSTEM	LS	1.000	
						0.750			180	2001		WILDFLOWER SEEDING	AC	0.750	
						8401.000			192	2002		PLANT MATERIAL (1-GAL)	EA	8401.000	
						322.000			192	2003		PLANT MATERIAL (3-GAL)	EA	322.000	
						148.000			192	2005		PLANT MATERIAL (15-GAL)	EA	148.000	
						4832.000			192	2018		PLANT BED PREPARATION	SY	4832.000	
						48.000			192	2024		PLANT MATERIAL (30 GAL) (TREE)	EA	48.000	
						115.000			192	2025		PLANT MATERIAL (45 GAL) (TREE)	EA	115.000	
						828.000			192	2027		CONC UNDER EDS (16 IN WIDTH)	LF	828.000	
						1.000			200	2001	011	MOBILIZATION	LS	1.000	
						8.000			202	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MD	8.000	
						1834.000			218	2028		CONDT (PVC) (SCHED 40) (4") (MORE)	LF	1834.000	
						200.000			220	2010		ELEC CONDR (NO. 5) INSULATED	LF	200.000	
						50.000			220	2011		ELEC CONDR (NO. 8) BARE	LF	50.000	
						100.000			220	2018		ELEC CONDR (NO. 12) INSULATED	LF	100.000	
						5.000			223	2282		ELEC SRV TY D 120240 055 (MSJALIN) (SRV)	EA	5.000	
						100.000			1122	2034	001	TEMP SEMI CONT FENCE (W/LET PROTECTION)	LF	100.000	
						2000.000			1122	2048	001	BIOGRO BROSH CONT LOGS (12" DIA) INSTALL	LF	2000.000	
						2000.000			1122	2058	001	BIOGRADABLE EROSION CONTROL LOGS REMOVE	LF	2000.000	
						100.000			1122	2087	001	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	100.000	
												CONTRACTOR FORCE ACCOUNT WORK (PART)			
												EROSION CONTROL MAINTENANCE	LS	1.000	
												CONTRACTOR FORCE ACCOUNT WORK			
												SAFETY CONTINGENCY	LS	1.000	

ESTIMATE & QUANTITY SHEET

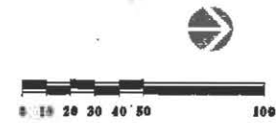
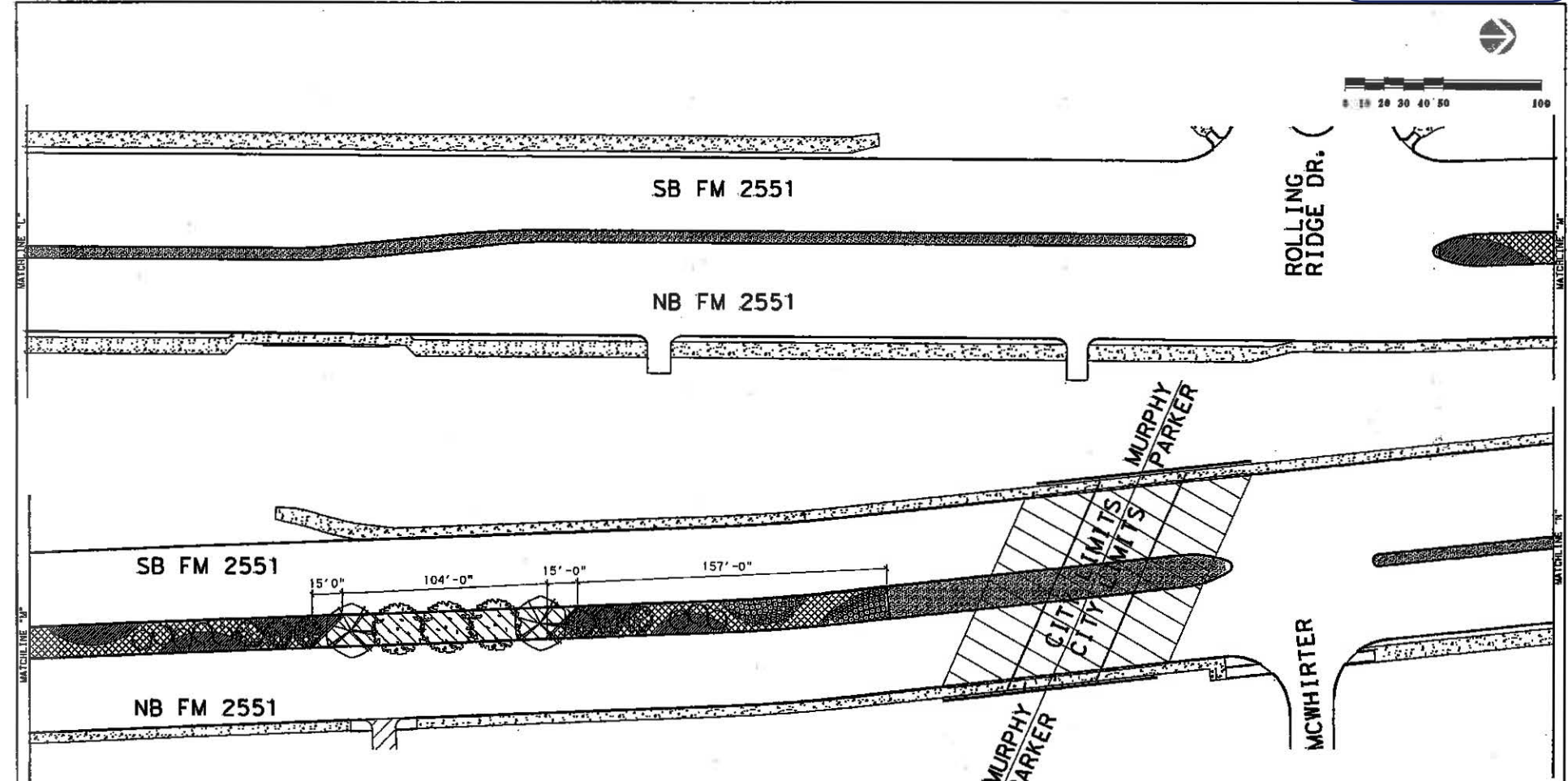
DIST	COUNTY	CCS/	SHEET
16	COLLIN.	2065-01-048	4

201409091029483

ATTACHMENT

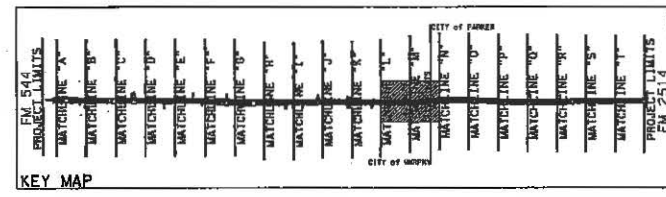


# DRAFT



**ESTIMATED SHEET QUANTITIES**

DESCRIPTION	QTY.	UNIT
SHUMARD OAK	-	80
ELDERICA PINE	2	80
ACEBARK ELM	2	80
DESERT WILLOW	6	80
OKLAHOMA REDBUD	-	80
GRAPE MYRTLE 'Byar's White'	8	80
VITEX AGNUS CASTIUS	-	80
LOROPETALUM	43	80
TEXAS SAGE	49	80
MISCANTHUS 'ADAGIO'	387	80
MEXICAN FEATHER GRASS	748	80
HABITAT SEEDING	136	SY
BED PREPARATION	620	SY
CONCRETE MOW STRIP	45	LF



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**LANDSCAPE PLAN**  
PARKER/MURPHY

SCALE: 1"=50'-0"

SHEET 7 OF 11

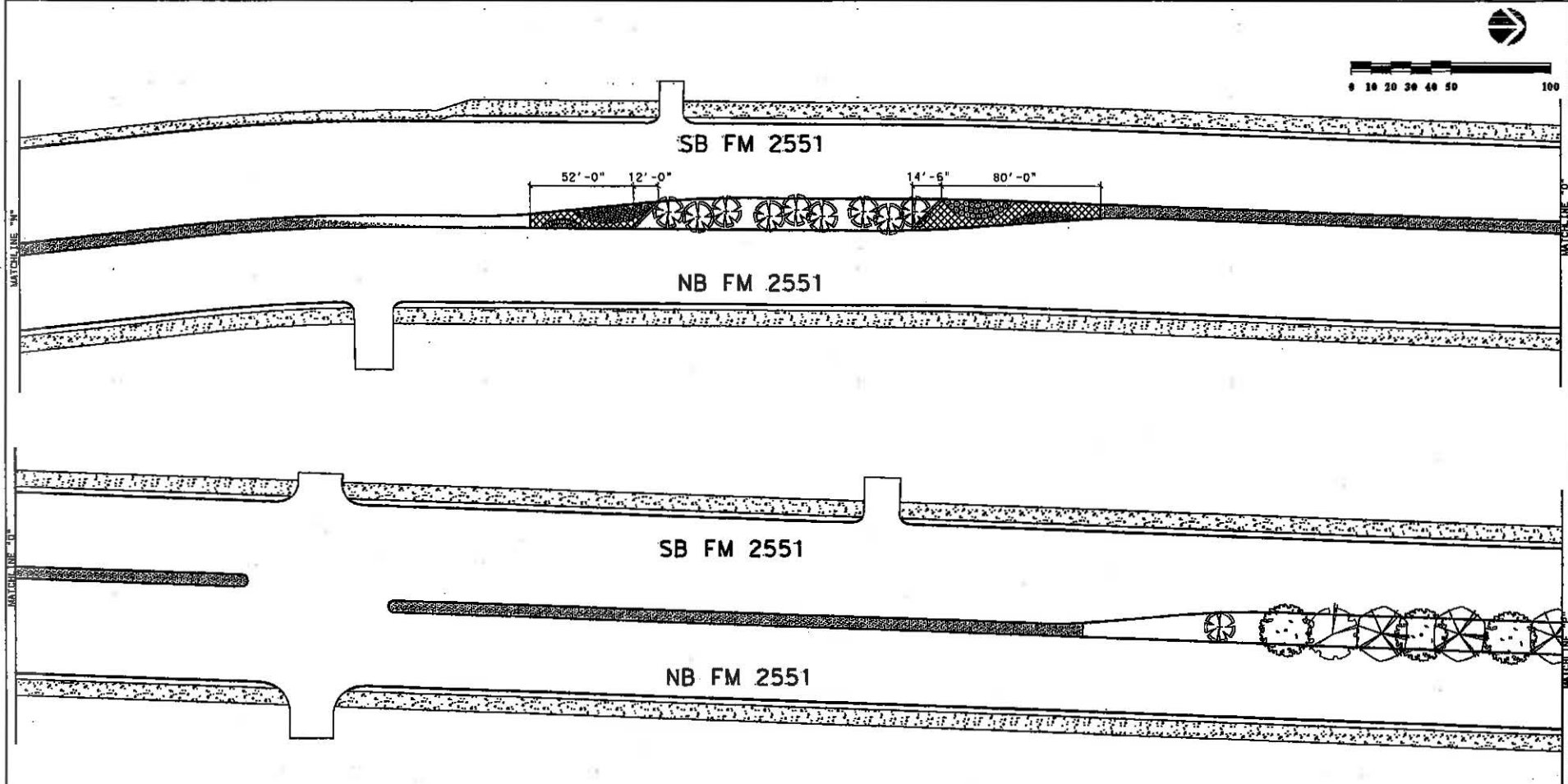
DESIGN	NO. 6	FEDERAL AID PROJECT NO.	ROADWAY NO.
GRAPHICS	6	(See Title Sheet)	FM2551
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	DALLAS	COLLIN	32
CONTROL	SECTION	JOB	
2056	01	048	

Signature of Registrar: *E. B. Bishop* Date: 8/4/2014

TEMPLATED REVISED 10-23-02

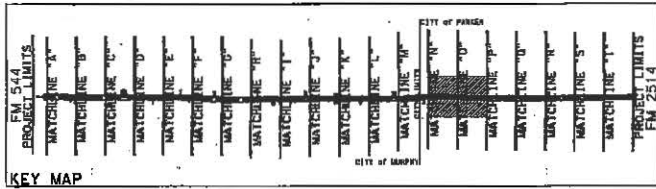
ATTACHMENT A

DRAFT



ESTIMATED SHEET QUANTITIES

DESCRIPTION	QTY.	UNIT
SHUMARD OAK	1	EO
ELDERICA PINE	3	EO
LACINIA FILM	3	EO
DESERT WILLOW	-	EO
OKLAHOMA REDBUD	-	EO
GRAPE MYRTLE 'Evergreen White'	-	EO
VITEX AGNUS CASTUS	10	EO
LOROPETALUM	37	EO
TEXAS SAGE	49	EO
MISCANTHUS 'ADAGIO'	-	EO
MEXICAN FEATHER GRASS	222	EO
HABITURE SEEDING	-	SY
RED PREPARATION	156	SY
CONCRETE MOW STRIP	40	LF



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LANDSCAPE PLAN  
PARKER/MURPHY

SCALE: 1"=50'-0" SHEET 8 OF 11

DESIGN	6	FEDERAL AID PROJECT NO.		RIGHTWAY NO.	
DESIGNER	6	(See Title Sheet)			FM2551
STATE	TEXAS	DISTRICT	COUNTY		
CHECK	PJH	DALLAS	COLLIN		
CONTROL	PJH	SECTION	JOB		
	2056	01	048		

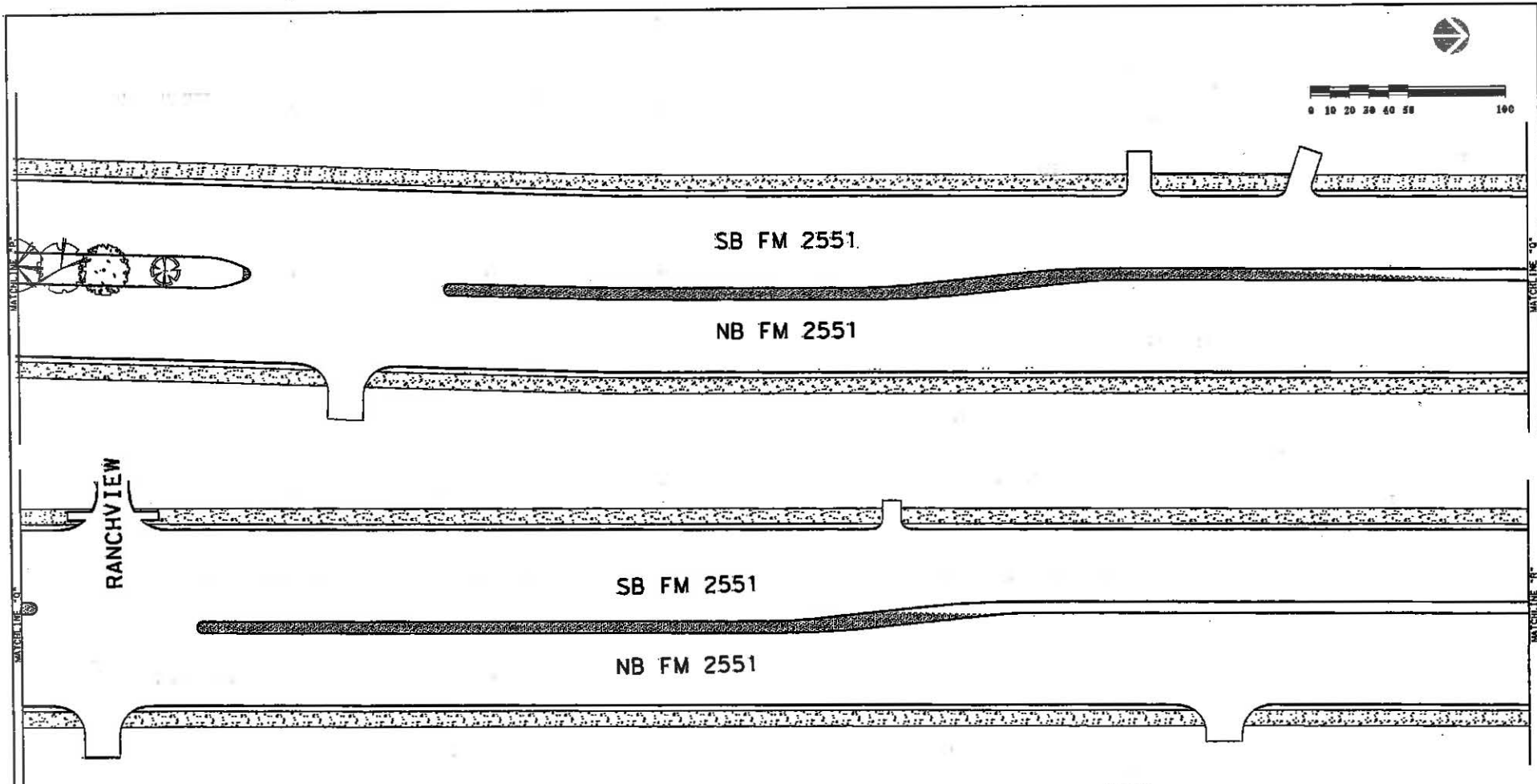
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TEMPLATED REVISED: 10-23-02

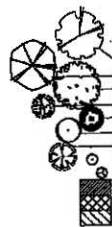
ATTACHMENT A



DRAFT

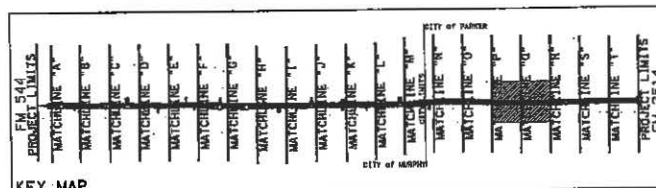


TEMPLATED REVISED 10-23-02



ESTIMATED SHEET QUANTITIES

DESCRIPTION	QTY.	UNIT
SHIMMARD OAK	1	EO
ELDERICA PINE	1	EO
LACEBARK ELM	1	EO
DESERT WILLOW	1	EO
OKLAHOMA REDBUD	1	EO
CRAPE MYRTLE 'Byer's White'	1	EO
VITEX AGNUS CASTUS	1	EO
LOROPETALUM	1	EO
TEXAS SAGE	1	EO
MISCANTHUS 'ADAGIO'	1	EO
MEXICAN FEATHER GRASS	1	EO
HABITURF SEEDING	1	EO
BED PREPARATION	1	SY
CONCRETE MOW STRIP	1	LF



Signature of Registrant: *Erin B. Bishop* Date: 8/4/2014

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LANDSCAPE PLAN  
PARKER/MURPHY

SCALE: 1"=50'-0"	SHEET 9 OF 11
DESIGN: EBB	FED. AID PROJECT NO. (See Title Sheet) FM2551
ENGINEER: EBB	STATE: TEXAS DISTRICT: DALLAS COUNTY: COLLIN
CHECK: PJH	SECTION: 01 JOB: 048
DATE: 8/4/2014	SHEET NO. 34

DRAFT



GREGORY LANE

SB FM 2551

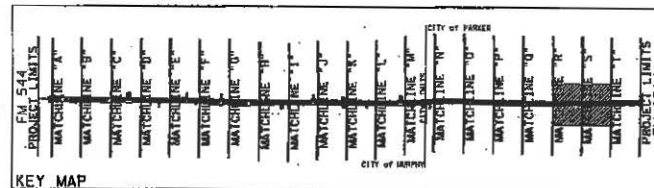
NB FM 2551

SB FM 2551

NB FM 2551

ESTIMATED SHEET QUANTITIES

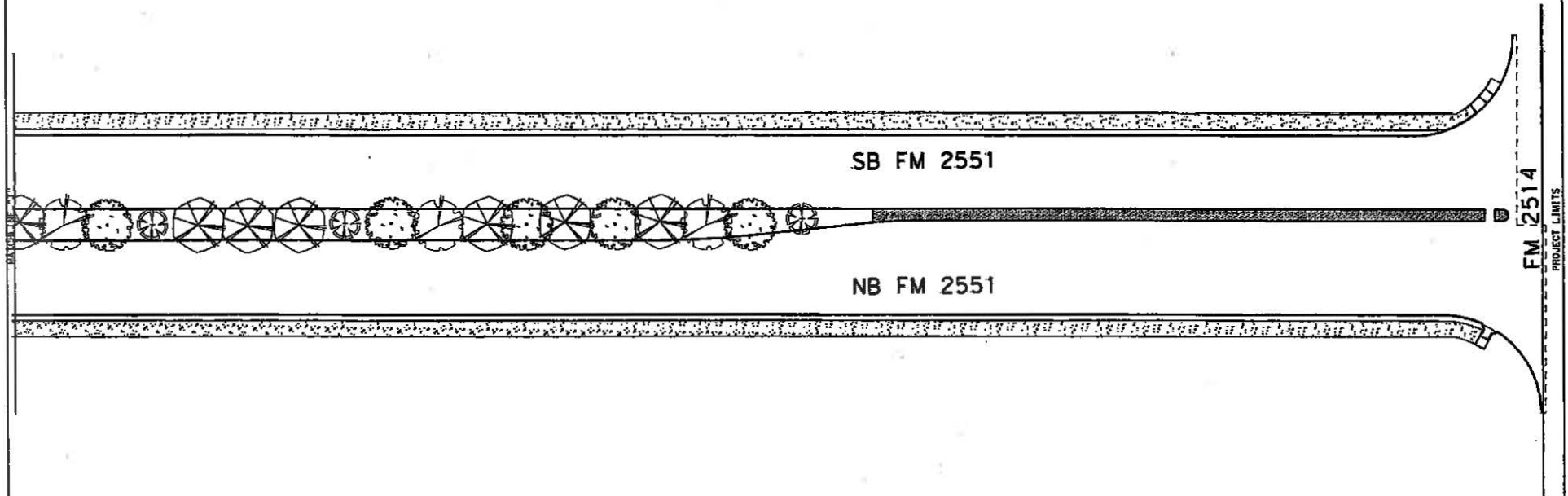
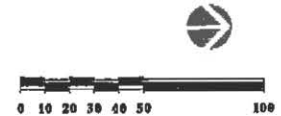
DESCRIPTION	QTY.	UNIT
SHUMARD OAK	1	EO
ELDERICA PINE	1	EO
LACERBARK ELM	1	EO
DESERT WILLOW	1	EO
OKLAHOMA REDBUD	1	EO
CRAPE MYRTLE 'Ayer's White'	1	EO
VITEX AGNUS CASTUS	1	EO
LOREPETA LUM	1	EO
TEXAS SAGE	1	EO
MISCANTHUS 'ADAGIO'	1	EO
MEXICAN FEATHER GRASS	1	EO
HABITURF SEEDING	1	SY
BED PREPARATION	1	SY
CONCRETE MDW STRIP	1	LF



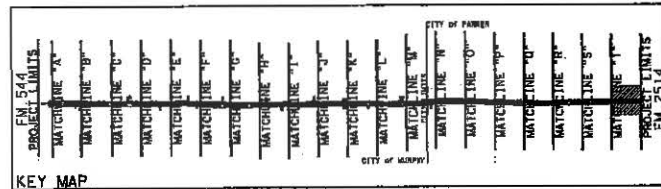
Signature of Registrant: *Erin B. Bishop* Date: 8/4/2014

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LANDSCAPE PLAN			
PARKER/MURPHY			
SCALE: 1"=50'-0"			
SHEET 10 OF 11			
DESIGN	6	FEDERAL AID PROJECT NO.	HIGHWAY NO.
EBB	6	(See Title Sheet)	FM2551
CHECK	STATE	DISTRICT	COUNTY
PJH	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
PJH	2056	01	048
			35

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ESTIMATED SHEET QUANTITIES		
DESCRIPTION	QTY.	UNIT
SHIMMARD OAK	3	ea
ELDERICA PINE	7	ea
LACEMARK FLM	5	ea
DESERT WILLOW	1	ea
OKLAHOMA REDBUD	1	ea
CHAFF MYRTLE 'Bayer's White'	1	ea
VITEX AGNUS CASTUS	3	ea
LOROPETALUM	1	ea
TEXAS SAGE	1	ea
MISCANTHUS 'ADAGIO'	1	ea
MEXICAN FEATHER GRASS	1	ea
HABITURF SEEDING	1	SY
BED PREPARATION	1	SY
CONCRETE MOW STRIP	1	LF



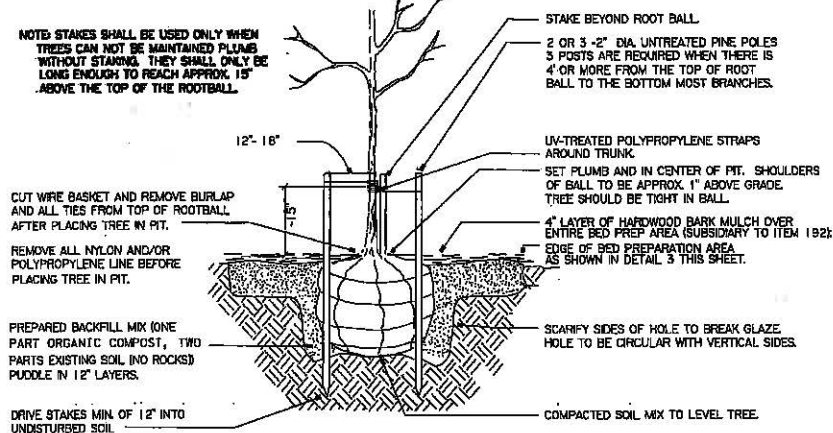
Signature of Registered Professional  
Date 8/4/2014

Texas Department of Transportation © 2014			
LANDSCAPE PLAN PARKER/MURPHY			
SCALE: 1"=50'-0" SHEET 11 OF 11			
DESIGN EBB	REV. NO. 6	FEDERAL AID PROJECT NO. (See Title Sheet)	HIGHWAY NO. FM2551
GRAPHICS EBB	STATE TEXAS	DISTRICT DALLAS	COUNTY COLLIN
CHECK PJH	CONTROL 2056	SECTION 01	JOB 048
CHECK PJH			SHEET NO. 36

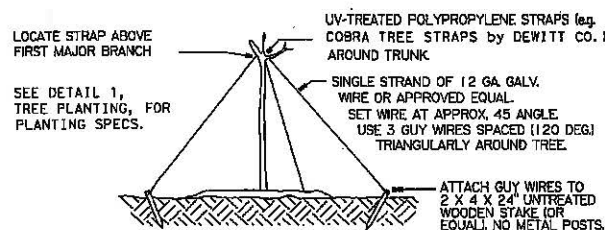


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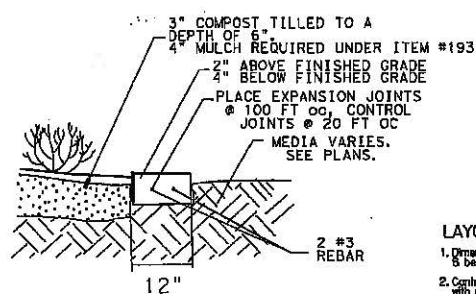
NOTE: STAKES SHALL BE USED ONLY WHEN TREES CAN NOT BE MAINTAINED PLUMB WITHOUT STAKING. THEY SHALL ONLY BE LONG ENOUGH TO REACH APPROX. 15" ABOVE THE TOP OF THE ROOTBALL.



① TREE PLANTING - B&B, BOX, CAN  
(LESS THAN 3" CALIPER) N.T.S.



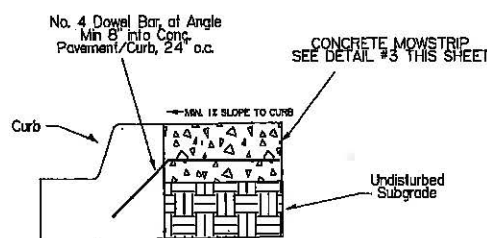
② TREE GUYING  
(REQUIRED ON TREES GREATER THAN 3" CALIPER) N.T.S.



③ MOW STRIP AT PLANTING BED  
N.T.S.

## LAYOUT NOTES:

1. Dimensions are shown for general layout guidance; mow strip & bed edges shall be smooth flowing.
2. Contractor shall mark mow strip & bed edge locations in field with paint for approval by Landscape Architect before encroaching or applying herbicide for bed preparation.
3. Contractor shall have form work placement approved by Landscape Architect prior to pouring concrete.
4. Use steel edging (Landscape Edging) between plant varieties inside bed areas.



④ CURB AND CONCRETE MOWSTRIP DETAIL  
AT CONCRETE CURBS N.T.S.

PLANT SPECIFICATIONS				ITEM 192-219 AND 221 (ITEM 192, 219)				
Botanical Name	Common Name	Color	Quantity	Root Condition	Caliper	Height	Spread	Remarks
LARGE TREES (ITEMS 192-219 & 192-204)								
Quercus shumardii	Shumard Oak		8	45 Gallon	3"	10'-12'	4'-6'	Typically spaced 20' o.c.
Pinus strobus	Eastern Pine		21	45 Gallon	3"	10'-12'	4'-6'	
Ulmus parvifolia	Lowland Elm		25	45 Gallon	3"	10'-12'	4'-6'	
SMALL TREES/LARGE SHRUBS (ITEMS 192-205 & 192-206)								
Chionodoxa linearis	Desert Willow		28	30 Gallon	1 1/2"	8'-9'	4'-5'	
Cercis canadensis	Redbud		20	15 Gallon	1 1/2"	8-10'	4'-5'	
Lagerstroemia indica	Crape Myrtle 'Bayer's White'		78	15 Gallon	1 1/2"	10'-12'	4'-5'	
Viburnum chinensis	Viburnum		23	30 Gallon	1 1/2"	8'-9'	4'-5'	
SHRUBS/ORNAMENTAL GRASS (ITEM 192-207 & 192-208)								
Laropetalum chinensis	Laropetalum 'Suzanne'		148	3 Gallon	N/A	Min. 12 in	Min. 12 in	Spaced 3' o.c.
Leucophyllum frutescens	Texas Sage 'Thundercloud'		178	3 Gallon	N/A	Min. 12 in	Min. 12 in	Spaced 3' o.c.
Miscanthus sinensis	Dwarf Maiden Grass 'Adagio'		2,847	1 Gallon	N/A	Min. 6 in	Min. 10 in	Spaced 3' o.c.
Nassella tenuifolia	Mexican Feather Grass		5,854	1 Gallon	N/A	Min. 6 in	Min. 10 in	Spaced 3' o.c.
SEEDING (ITEM 193)								
HABITURF - DOUGLAS KING COMPANY (www.dkseeds.com)				.75 ACRES @ 130 LBS PLS/ACRE = 97 LBS.		N/A		
HYDRATECH - ECOLOGEL				.75 ACRES @ 3 GAL/ACRE = 2.25 GAL		N/A		

\* All plant material will be nursery-grown in containers

## GENERAL NOTES:

1. Contractor will be responsible for referencing Item 192 of the Texas Standard Specifications for Construction of Highways, Streets and Bridges 2004 for specifications, dimensions, volumes and measurements that have been modified or not shown.
2. All plants will be nursery-grown in containers unless otherwise shown on plans.
3. Rejection of plants will be in accordance with Item 192.2(b).
4. Locations of trees, shrubs, and beds will be staked in the field by the Contractor in accordance with Item 192.3(c).
5. The Contractor will be responsible for the safe transportation of plants to the project site and their condition upon arrival.
6. Plant materials will not be stored on hard surface or left exposed to the sun.
7. Protect the root balls and water regularly until planting.
8. If plants are left in storage over the weekend or holiday, a means of periodically watering and inspection container moisture will be provided.
9. All plants will be hardy, symmetrical, tight knit, and so trained or favored in development and appearance as to be superior in form, number of branches, and compactness. Plants will be sound, healthy and vigorous, well branched, densely foliated when in leaf, and will have healthy, well developed root systems.
10. All shrub and tree plantings will be mulched after planting to the depth indicated in the details. Mulch will be shredded hardwood with a minimum 3/8 inch (not over 25% by volume) of the particles and dust. Mulch will be free of any plastic, glass, metals, and other contaminants (sticks, stones, clay, or other foreign matter).
11. PLANTING BED PREPARATION:  
Once bed locations have been approved in the field, apply a glyphosate herbicide within the bed areas to kill existing grasses and weeds. Wait 7-10 days to ensure complete vegetation control. Reapply as necessary before applying compost.  
Apply Three inches (3") of General Use Compost to all planting areas and thoroughly till to a depth of six inches (6"). Specification Item 161 Compost - General Use Compost and Herbicide Applications will not be paid for separately but will be considered subsidiary to Item 192, planting bed preparation.

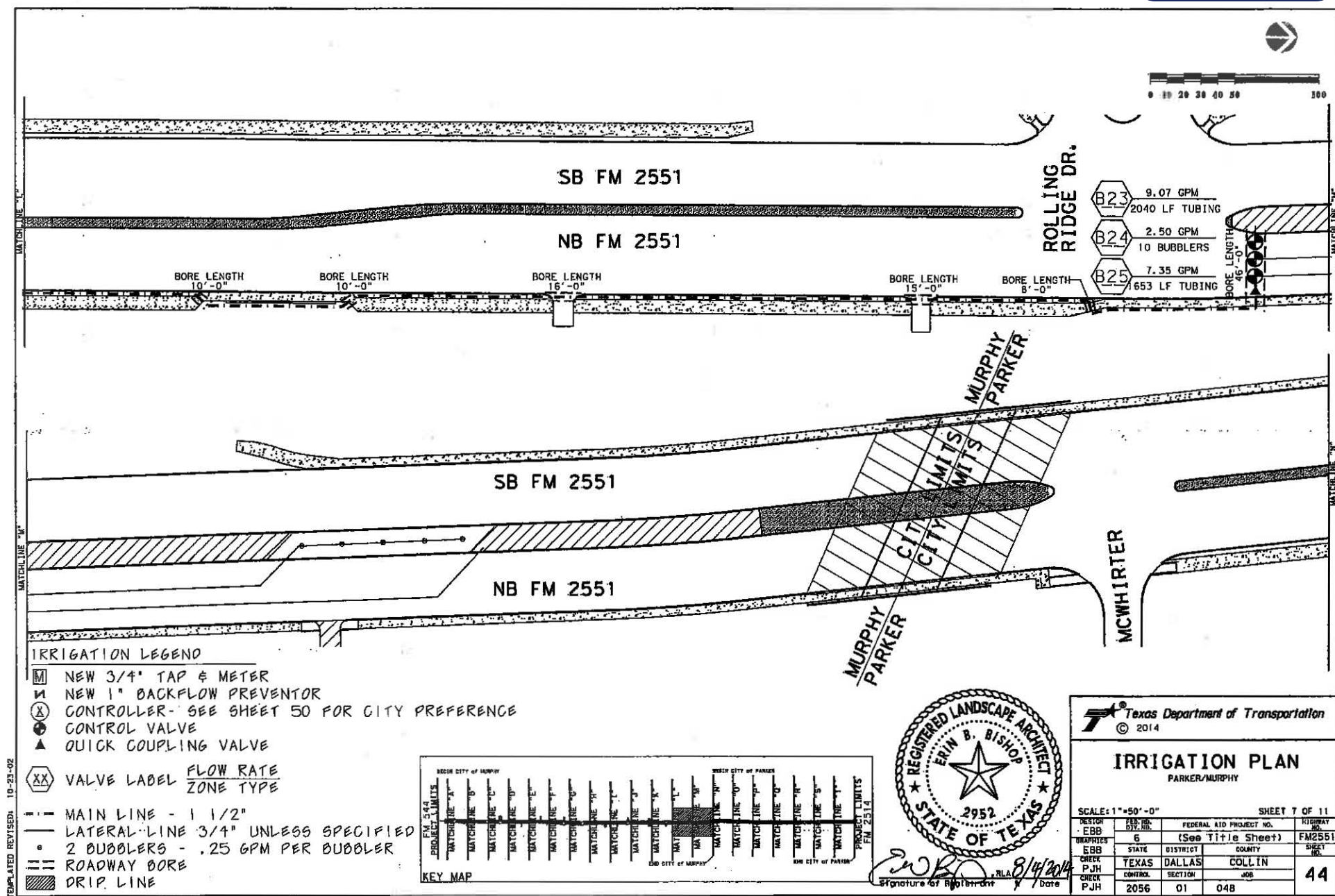


Signature of Registrant: *Erin B. Bishop* Date: 8/4/2014

Texas Department of Transportation © 2014			
<b>LANDSCAPE PLANTING DETAILS</b>			
SCALE: NOT TO SCALE	FED. AID PROJECT NO.	FMS 2551	
DESIGN: EBB	REV. NO. 6	(See Title Sheet)	
STATE: TEXAS	DISTRICT: DALLAS	COUNTY: COLLIN	SHEET NO. 37
CHECK: P/JH	CONTROL: SECTION	JOB: 048	

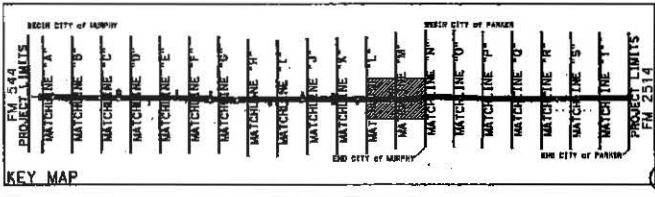
ATTACHMENT 1

DRAFT



- IRRIGATION LEGEND
- [M] NEW 3/4" TAP & METER
  - [X] NEW 1" BACKFLOW PREVENTOR
  - [X] CONTROLLER - SEE SHEET 50 FOR CITY PREFERENCE
  - [●] CONTROL VALVE
  - [▲] QUICK COUPLING VALVE

- [XX] VALVE LABEL FLOW RATE ZONE TYPE
- MAIN LINE - 1 1/2"
- LATERAL LINE 3/4" UNLESS SPECIFIED
- 2 BUBBLERS - .25 GPM PER BUBBLER
- == ROADWAY BORE
- /// DRIP LINE



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IRRIGATION PLAN  
PARKER/MURPHY

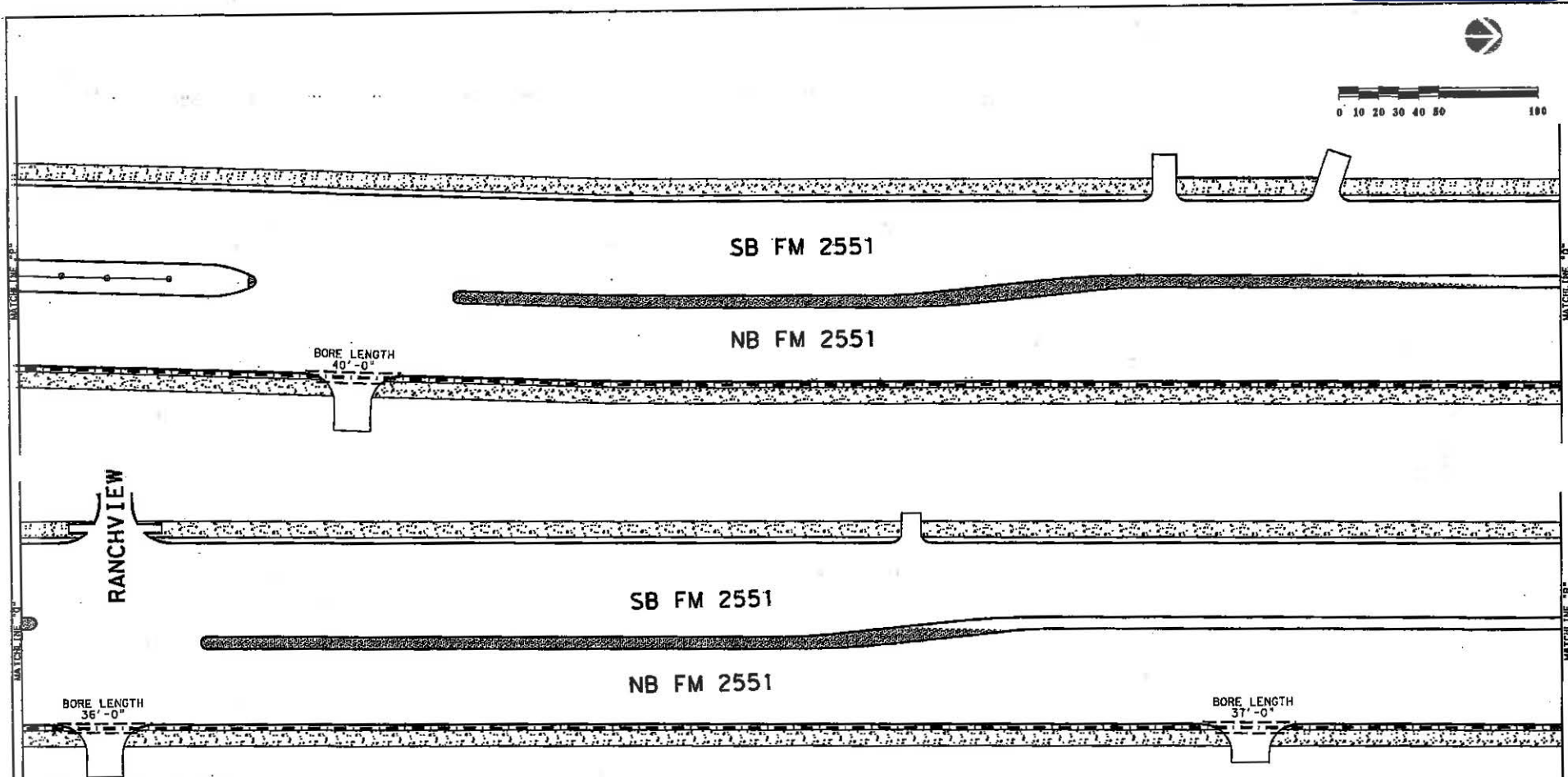
SCALE: 1"=50'-0" SHEET 7 OF 11

SECTION	6	FEDERAL AID PROJECT NO.	FM2551
UNAPPORTIONED	(See Title Sheet)		
CHECK	STATE	DISTRICT	COUNTY
CHECK	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
CHECK	2056	01	048

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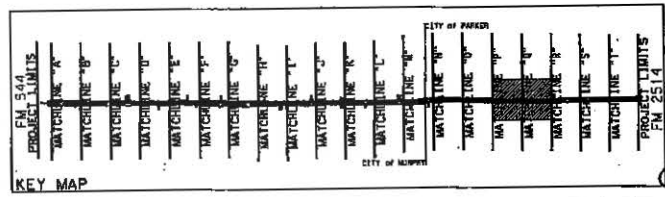


# DRAFT



## IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [M] NEW 1" BACKFLOW PREVENTOR
- [X] CONTROLLER- SEE SHEET 50 FOR CITY PREFERENCE
- [C] CONTROL VALVE
- [A] QUICK COUPLING VALVE
- [XX] VALVE LABEL FLOW RATE ZONE TYPE
- MAIN LINE - 1 1/2"
- LATERAL LINE 3/4" UNLESS SPECIFIED
- 2 BUBBLERS - .25 GPM PER BUBBLER
- == ROADWAY BORE
- ▨ DRIP LINE



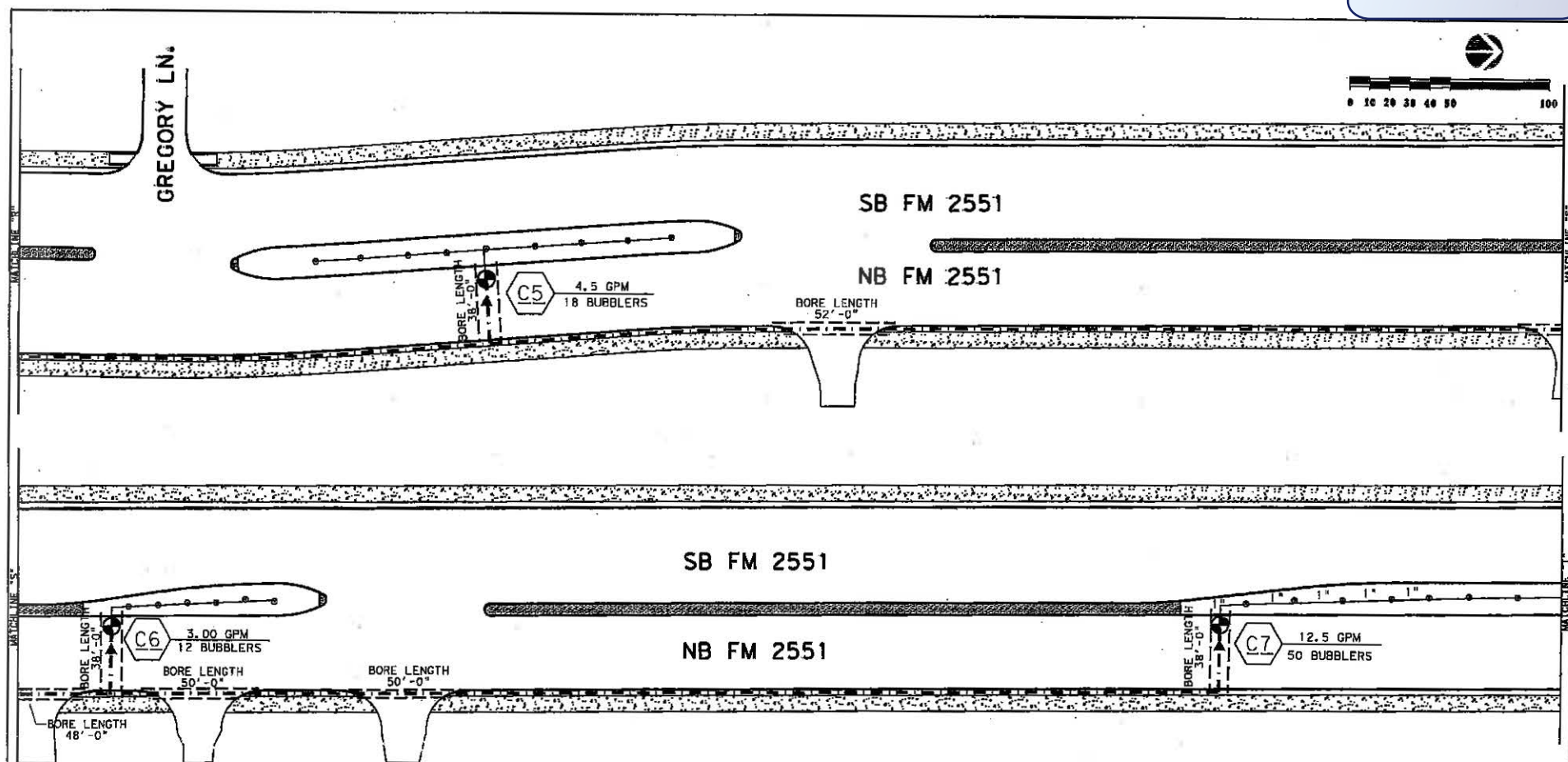
signature of Registrant *EBB* Date *8/4/2014*

Texas Department of Transportation © 2014				
<b>IRRIGATION PLAN</b> PARKER/MURPHY				
SCALE: 1"=50'-0" SHEET 9 OF 11				
REGION	FED. AID PROJECT NO.	HIGHWAY NO.		
EBB	6	(See Title Sheet)		FM2551
COUNTIES	STATE	DISTRICT	COUNTY	SHEET NO.
EBB	TEXAS	DALLAS	COLLIN	46
CHECK	CONTROL	SECTION	JOB	
PJH	2056	01	048	

TEMPLATED REVISED: 10-23-02  
 PROJECT NO. 10-23-02



# DRAFT

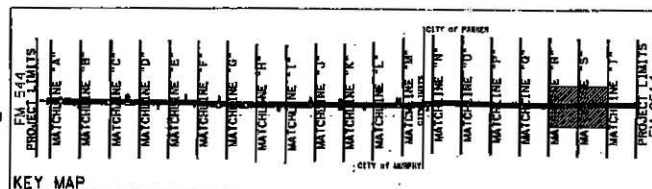


## IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [N] NEW 1" BACKFLOW PREVENTOR
- [X] CONTROLLER- SEE SHEET 50 FOR CITY PREFERENCE
- [C] CONTROL VALVE
- [A] QUICK COUPLING VALVE

[XX] VALVE LABEL FLOW RATE  
ZONE TYPE

- MAIN LINE - 1 1/2"
- LATERAL LINE 3/4" UNLESS SPECIFIED
- 2 BUBBLERS - .25 GPM PER BUBBLER
- == ROADWAY BORE
- == DRIP LINE



Signature of Registrant: *Erin B. Bishop* Date: 8/4/2014

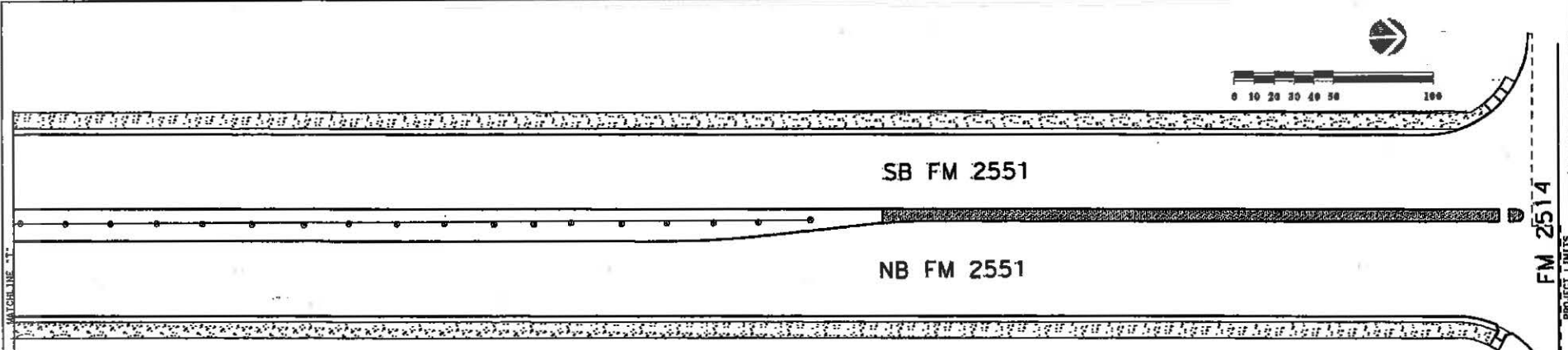
Texas Department of Transportation  
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## IRRIGATION PLAN PARKER/MURPHY

DESIGN	DATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
EBB	6	(See Title Sheet)	FM2551
EBB	STATE	DISTRICT	COUNTY
CREC	TEXAS	DALLAS	COLLIN
PJH	CONTROL	SECTION	JOB
PJH	2056	01	048

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CONDUIT RUN				
Run No.	Conduit Size/Type (LF)	Electrical CNDR (EA)		
		No. 8 Bare Wire	No. 12 XHHW Wire	No. 6 XHHW Wire
1	25	-	-	-
2	10	1	2	-
3	25	-	-	-
4	10	1	2	-
TOTAL	70	20	40	-

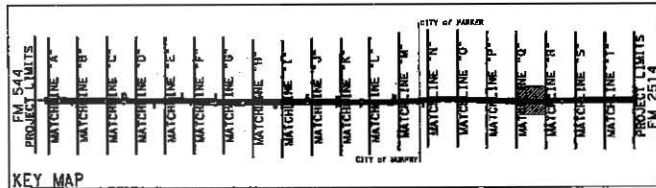
ELECTRICAL SERVICES DATA

Elec. Service No.	Sheet No.	Electrical Service Description (see ED (4) - 03)	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amp	Two-Pole Contactor Amps	Panel/bd/ Loadcenter Amp Rating	Circuit No.	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
1	38	ELC SERV TY D(120/240)060(NS)AL(N)P8(U)	1 1/4"	*	N/A	2P/60	N/A	100	A	1P/20	5	0.6
2	41	ELC SERV TY D(120/240)060(NS)AL(N)P8(U)	1 1/4"	*	N/A	2P/60	N/A	100	B	1P/20	5	0.6

\* FURNISHED AND INSTALLED BY DNGOR

IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [Z] NEW 1" BACKFLOW PREVENTOR
- [X] CONTROLLER- SEE SHEET 50 FOR CITY PREFERENCE
- [C] CONTROL VALVE
- [A] QUICK COUPLING VALVE
- [XX] VALVE LABEL FLOW RATE ZONE TYPE
- MAIN LINE - 1 1/2"
- LATERAL LINE 3/4" UNLESS SPECIFIED
- 2 BUBBLERS - .25 GPM PER BUBBLER
- ROADWAY CORE
- DRIP LINE



Alan P. McNeil  
8/8/14

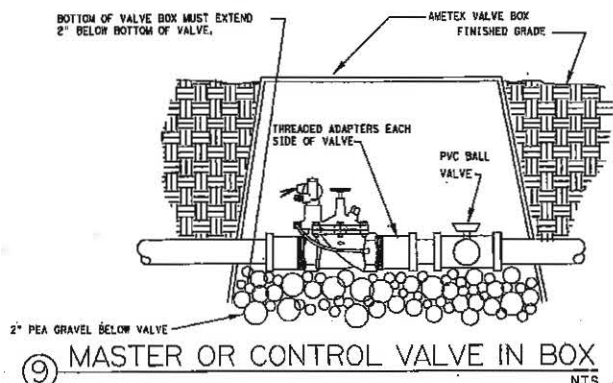
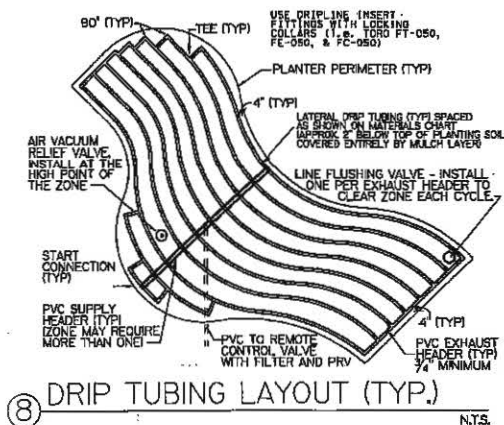
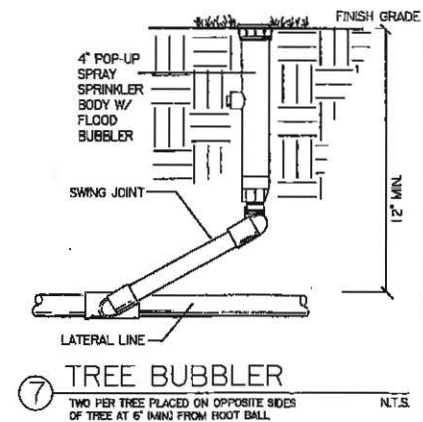
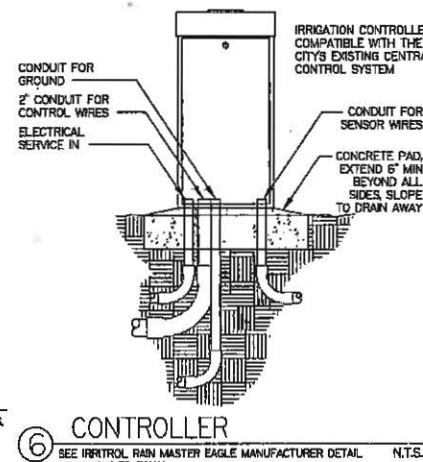
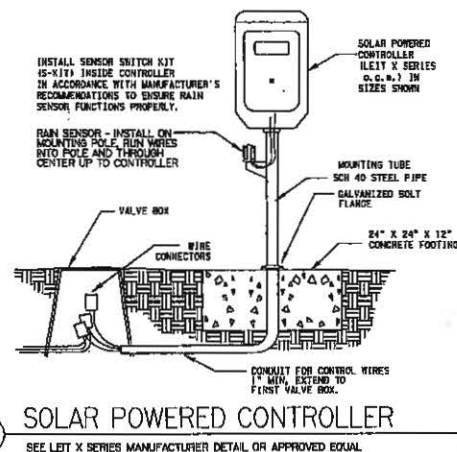
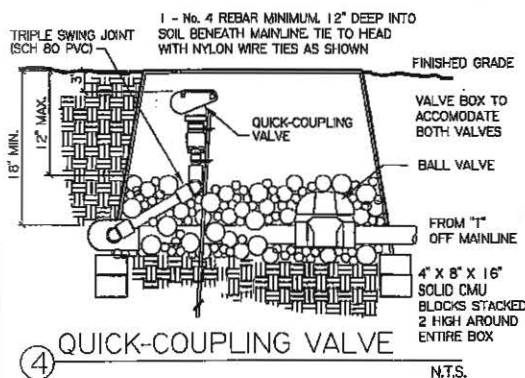
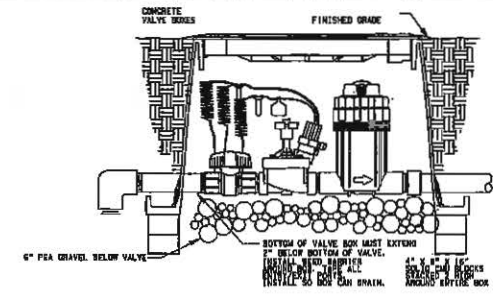
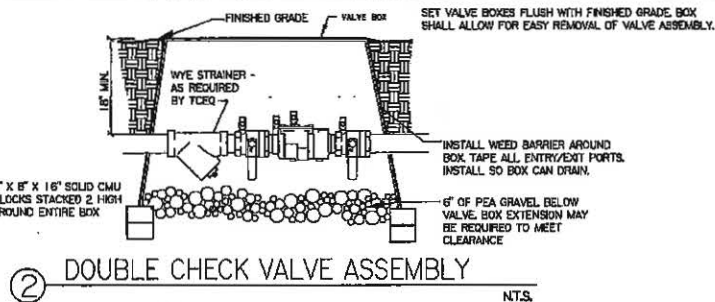
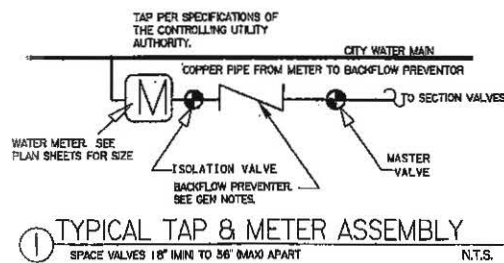


Signature of Registrant  
Date 8/04/2014

Texas Department of Transportation © 2014			
IRRIGATION PLAN PARKER/MURPHY			
SCALE: 1"=50'-0"			
DESIGN EBB	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. (See Title Sheet)	ROUTE FM2551
GRAPHICS EBB	STATE TEXAS	DISTRICT DALLAS	COUNTY COLLIN
CHECK PJH	CONTROL 2056	SECTION 01	JOB 048
DATE PJH			SHEET 48



# DRAFT



© 2014				
IRRIGATION DETAILS PARKER/MURPHY				
SCALE: NTS	SHEET 1 OF 1			
DESIGN EBB	FED. NO. DLY. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
GRAPHICS EBB	6	(See Title Sheet)	SH 2551	
CHECK P.J.H	STATE TEXAS	DISTRICT DALLAS	COUNTY COLLIN	SHEET NO.
CHECK P.J.H	CONTROL 2056	SECTION 01	JOB 048	49



# DRAFT

## GENERAL IRRIGATION NOTES

- Contractor shall be responsible for referencing item 170 of the Texas Standard Specifications for Construction of Highways, Streets and Bridges 2004 for specifications, dimensions, volumes and measurements that have been modified or not shown.
  - The contractor shall be responsible for obtaining all permits, licenses, fees, and/or approvals, paying any fees including impact fees and deposits and installing or repairing for all water meters and gas for installation and operation as applicable. Deposits will not be reduced. Water meters shall be placed in name of the contractor, as directed by engineer. The contractor will pay for monthly water charges during the project. Water meters shall remain operational and turned on through all phases of the contract to ensure plants receive required watering. Transfer meter to the city at the end of project.
  - Backflow preventers shall be placed in the name of the city, as directed by engineer. The contractor shall be responsible for all charges, fees, tests, and coordination for any backflow preventer testing, installation or annual inspection, required by local entity through all phases of the contract.
  - The drawings are diagrams of the work to be performed. Changes may be required due to varying conditions or as directed by the engineer.
  - Contractor shall verify location of any underground utilities with appropriate agencies. Underground utilities as shown on the plans are approximate.
  - See IRRIGATION DETAILS AND MATERIALS CHART for materials specifications, sizes, and requirements.
- ### CONSTRUCTION METHODS
- The contractor shall investigate the site conditions affecting the work and shall furnish offsets, fittings, and sleeves as may be required to meet site conditions.
  - All irrigation valves, machines, quick coupler valves, and controllers are existing and operational. Replace valves & extend new PVC lateral lines to proper beds through existing sleeves in bridge deck, install high pop-up sprinklers in all beds on specified bridges.
  - Deviations in the piping as shown on the plans shall be permitted with approval in writing from the engineer.
  - Care shall be exercised when excavating near trees. No mechanical trenching shall be permitted below the canopy of existing trees. Contractor shall adjust trench path and/or excavate by hand to avoid damage to existing live root system.
  - Contractor shall coordinate and verify location of signal wiring, traffic top detector wiring, and CIMS wiring prior to beginning any work. Damage to signal wiring, top detector wiring, CIMS wiring, or other utilities not to be allowed. Structures shall be repaired at contractor's expense. Contact TxDOT signal section @ 214-520-6683 for "TODOT Locater".
  - Any underground utilities, high metal wiring and CIMS wiring shown on plans are approximate locations only and shall not relieve contractor's responsibility of coordinating with appropriate authorities to locate underground utilities, wiring and any structure.
  - Dig trenches straight and support pipe continuously on bottom of trench. Install pipe to an even grade. Trench bottom shall be clean and smooth with all excess debris and sharp objects removed. Pipe shall be seated in trench to allow for expansion and contraction. For public safety, plastic construction fencing, minimum 4 feet high shall be used around open excavations.
  - Boring and sleeve requirements: Boring and sleeve locations shall be staked for alignment approval. Bore depth shall be at least 24 inches deep. All borings and sleeves shall be continuous and shall extend the full width of the pavement and 5 feet on each side thereof. Boring and sleeves shall be measured and paid for in accordance with Item 618. Additional payments for damage greater than 5 feet beyond pavement will not be made except as already shown on plans. Bore encasement pipe must be installed same day as boring.
  - PVC couplings for bores and sleeves shall consist of SCH 40 smooth wall pipe with welded joints and gaskets and shall be continuous. The size of bore shall not exceed the diameter of couplings required by the plans by more than 1 inch.
  - Pipe shall not be installed when air temperature is below 40 degrees Fahrenheit. Plastic pipe shall be cut in a manner that will leave a square cut. Bore at cut end shall be removed prior to installation so that a smooth unobstructed flow will be obtained.
  - All water lines, valves, and controller bodies shall be thoroughly flushed before installing orifice or sprinkler nozzles.
  - Control wire and wire connections shall be as described on IRRIGATION MATERIALS SPECIFICATIONS CHART. All wire connections and splices shall be made in ground.
  - Composition of the pipe trenches must be sufficient to limit soil term settling of the backfill to no more than 1 inch. The contractor shall correct settling greater than 1 inch without additional compensation.

## GUARANTEE AND ACCEPTANCE

- Maintenance period. The irrigation system shall be inspected concurrently with, and subject to the same establishment/maintenance requirement periods under items 150 and 155 of the Texas Standard Specifications for Construction of Highways, Streets and Bridges 2004. During the trial period, establishment, and maintenance, contractor shall perform the following activities as a minimum and to the satisfaction of the engineer:
  - Install and maintain the controller program to insure the proper distribution of water to the plants.
  - Inspect, repair, and/or replace any equipment that is found defective or may be damaged by other maintenance.
  - Make any adjustments that may become necessary to ensure the proper delivery of water to the plant material.
- As-built drawings. Upon completion of the required maintenance period, the engineer will make an inspection of the project. The contractor shall furnish the engineer a set of as-built drawings on reproducible 11x17 film base sheets. The engineer will check these sheets to be sure they are a true record of the project conditions and will direct the contractor to correct any errors that are found. The drawings shall show all water locations by identification from a fixed object and any change to sprinkler head location from a fixed object and any change to sprinkler head location and routing of main and lateral line changes of this nature shall be approved by the engineer prior to installation.

## IRRIGATION MATERIALS SPECIFICATIONS

DESCRIPTION	* EXAMPLE OR EQUAL	SIZE	APPROXIMATE QUANTITIES FOR INFORMATIONAL PURPOSE ONLY
WATER METER	PER LOCAL CODE	¾ INCH	3 IRRIGATION ZONES DESIGNED BASED ON MINIMUM 80 PSI STATIC PRESSURE. NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLING SYSTEM IN THE EVENT STATIC PRESSURE IS LESS THAN 80 PSI.
DRIP TUBING	NETAFIM OR APPROVED EQUAL		18' OG.
TREE BUBBLERS	RAINBIRD 1804 BODY w/ 1401 BURBLER HUNTER PROS-04 BODY w/ PCH-25 BUBBLER	0.25 GPM/BUBBLER, 2 PER TREE	280. PLACE SPRINKLER BODIES DIRECTLY OPPOSITE EACH OTHER APPROXIMATELY 6" OUTSIDE ROOT BALL
MASTER VALVE	RAINBIRD PEB SERIES	RAINBIRD PEB SERIES	3
BALL VALVE	SPEARS OR EQUAL	SAME AS LINE SIZE	37
BACKFLOW PREVENTER	FEBCO #50 (OR PER LOCAL CODE)	1 INCH	3
IRRIGATION CONTROLLERS	MURPHY: CONTROLLERS A&B RAIN MASTER EAGLE PARKER: CONTROLLER C LEIT X SERIES		2 1 - SHALL INCLUDE 7 DC LATCHING SOLENOIDS (1 PER VALVE)
QUICK COUPLING VALVE	RAINBIRD 44-RC	¾ INCH	18, PROVIDE 6 QUICK COUPLING KEYS-TO ENGINEER.
IRRIGATION CONTROL VALVES	RAINBIRD PEB SERIES	1" INCH	37, PROVIDE 7 DC LATCHING SOLENOIDS FOR VALVES
COPPER PIPE Extend from meter to inlet side of Master Valve.	TYPE "K"	1½ INCH	INSTALL BETWEEN METER AND BACKFLOW PREVENTOR
PVC SCH 40 CONDUIT Pressure rated with slip type solvent welded joints.		4 INCH (FOR PIPE)	Paid for under item 618, see note 8, CONSTRUCTION METHODS on this sheet.
PVC CLASS 200 MAINLINE Pressure rated with twin socket couplings and fittings or slip type solvent welded joints.		1½ INCH	13,974 LF TOTAL
PVC CLASS 200 LATERALS AND HEADERS		AS INDICATED ON PLANS	
ABOVE GROUND PIPE INCLUDING BURIED RISERS AND SPRING-JOINT COMPONENTS shall be PVC SCH 80 pipe rated for direct sunlight exposure			AS NEEDED
FITTINGS All fittings incorporated into system shall be of the same type, size and class material as the pipe			AS NEEDED
CONTROL WIRE All low voltage control wire shall be color coded. Wire sizes shall conform to the controller manufacturer specifications for maximum diameter for specific wire sizes. All wire shall be specifically manufactured for direct burial. All wire connections and splices shall be made in ground boxes. The splice shall be completely waterproof and shall be completely encapsulated within a 10m King Black Splice Connector enclosure or an approved equal.		14 GA.	PROVIDE WIRE COIL EVERY 100 FEET TO ALLOW FOR EXPANSION.
SOLVENT CEMENT Solvent cement shall be the type recommended by the pipe manufacturer			DO NOT USE BLUE CEMENT. USE A COLORED PRIMER.
VALVE BOXES Boxes for section valves, below-ground backflow preventers, and quick coupling valves shall be as shown on detail sheet		BOX SIZE SHALL BE MIN. 10" AND ALLOW FOR EASY REMOVAL OF VALVE, ETC.	QUANTITY AS REQUIRED FOR SECTION VALVES, BELOW GROUND BACKFLOW PREVENTORS, QUICK COUPLING VALVES AND ANY ACCESSORIES. PROVIDE WEED BARRIER OR FILTER FABRIC AROUND BOXES TO REDUCE SILTATION. TAPE FABRIC IN PLACE AROUND ENTRY POINTS.
VALVE BOX RISERS	CONCRETE MASONRY UNIT (CMU) BLOCKS STACKED 2 HIGH AS SHOWN IN DETAILS.	4" X 8" X 16"	QUANTITY AS REQUIRED FOR SECTION VALVES, BELOW GROUND BACKFLOW PREVENTORS, QUICK COUPLING VALVES AND ANY ACCESSORIES

\* REFERENCE TO MANUFACTURER'S TRADE NAME OR CATALOG NUMBER IS FOR THE PURPOSE OF IDENTIFICATION ONLY. CONTRACTOR SHALL BE PERMITTED TO FURNISH LIKE MATERIALS OF OTHER MANUFACTURERS PROVIDED THEY ARE OF EQUAL QUALITY AND COMPLY WITH SPECIFICATIONS FOR THIS PROJECT AND ARE APPROVED BY THE ENGINEER.

TEMPLATED REVISED 10-23-02



Signature of Engineer  
8/4/2014

Texas Department of Transportation  
© 2014

## IRRIGATION GENERAL NOTES & MATERIAL SPECIFICATIONS

PARKER/MURPHY SHEET 1 OF 1

SECTION	FED. AID PROJECT NO.	FED. AID PROJECT NO.	FED. AID PROJECT NO.	FED. AID PROJECT NO.
EBB	6	(See Title Sheet)	FM 2551	
ESPICES				
EBB	STATE	DISTRICT	COUNTY	SHEET
CHECK	TEXAS	DALLAS	COLLIN	50
PJH	CONTROL	SECTION	JOB	
PJH	2056	01	048	



## Council Agenda Item

Budget Account Code:	1-40-6310	Meeting Date:	September 2, 2014
Budgeted Amount:	\$25,700	Department/ Requestor:	Fire Department
Fund Balance-before expenditure:	\$25,700	Prepared by:	Sheff
Estimated Cost:	\$14,760	Date Prepared:	August 24, 2014
Exhibits:	Proposed Resolution		

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2014-460 PROVIDING FOR THE EXECUTION OF A CONTRACT ENTITLED CONTRACT FOR PARAMEDIC AMBULANCE SERVICE WITH THE EAST TEXAS MEDICAL CENTER D/B/A EAST TEXAS MEDICAL CENTER EMERGENCY MEDICAL SERVICE [SHEFF]

### SUMMARY

The City of Parker is a member of the Coalition and now contracts with ETMC EMS for primary ambulance service. Originally set to mature September 2013, Council previously agreed to extend the existing contract with ETMC EMS one additional year to September 30, 2014. The fire department recommends approval of an amended contract with ETMC EMS having a five year tenor based on satisfactory service to the City and its citizens at a reasonable cost. Approval will represent Parker's and the Coalition's third consecutive five-year extension with ETMC EMS.

Parker Fire Department provides first-responder, paramedic level emergency medical services to our citizens but does not operate an ambulance. ETMC EMS is and has been our City's primary ambulance provider. They presently operate one paramedic ambulance dedicated only to 911 calls within the Coalition, plus one paramedic ambulance, stationed at Wylie Lake Pointe and used primarily for hospital-to-hospital non-emergency transportation, but, when available, also provides 911 service to the Coalition. When an ETMC EMS ambulance is unavailable, Parker and all other affected parties to the ETMC EMS agreement further contract with the City of Wylie for backup ambulance service provided by Wylie Fire Rescue. Wylie Fire Rescue operates two ambulances dedicated solely to 911 service.

Parker is charged an annual stipend by ETMC EMS for its service regardless of the number of calls into Parker (\$10,770 for the fiscal year ending September 2014). We are charged separately by Wylie for the provision of back up ambulance service (\$19,628 for the fiscal year ending September 2014). Separately and additionally, each patient is directly charged by ETMC EMS a user fee (the City is not liable for payment of user fees).

Dispatch protocols call for an ETMC EMS ambulance to be dispatched first before a Wylie ambulance is utilized. Dispatch of both ETMC EMS and Wylie ambulances is managed by Wylie Fire Dispatch thereby providing a seamless handling of an EMS call by the dispatch center.

Key highlights of the amended ETMC EMS contract are as follows:

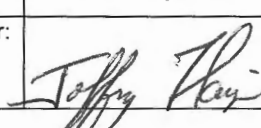
1. The contract represents an exclusive contract for emergency and non-emergency ambulance service in Parker (unchanged)
2. The contract has a maturity of September 30, 2019 (presently September 2014).
3. There will be an initial annual cost to the City of \$14,760 (presently \$10,770).
  - ETMC EMS is increasing its total subsidy by 8.6%, from \$187,373 to \$203,373. Our ratable share of the new subsidy is based upon Parker's higher 7% (previously 5.6%) share of the Coalition's total population due in part by the exit from the Coalition of Lucas which is now operating its own ambulance service through Lucas Fire Dept.
  - Annual stipend increases shall be limited to no greater than the change in the Consumer Price Index measured over the trailing 12 months.
4. There is a maximum average user fee of \$895, subject to annual increase based on the CPI.
5. There is a maximum average response time of 8 minutes 59 seconds no less than 90% of the time for life-threatening emergency calls, and 12 minutes 59 seconds no less than 90% of the time for non-life threatening emergency calls (substantially unchanged). The average is measured over all Coalition calls and is not Parker-specific.
6. ETMC EMS agrees to provide medical supplies to Coalition first responders (through on-scene replacement). This excludes drugs and medications administered by Parker paramedics.
7. ETMC EMS agrees to provide necessary continuing education including two on-site (in Wylie) live programs to Parker at the EMT and paramedic level covering trauma, advanced cardiac and pediatric programs.
8. There is a provision for minimum insurance coverage as follows (unchanged): Commercial General Insurance (\$1,000,000); Automobile liability; Worker's Compensation; Malpractice (\$1,000,000 per claim); Excess liability umbrella policy (\$2,000,000 per occurrence, \$4,000,000 total annual).
9. There is an indemnity by ETMC EMS in favor of Coalition members.

Comments above are subject to review and comment by J. Shepherd.

Separate and apart from the ETMC EMS contract, Council must consider extending the agreement for the provision of backup ambulance service by the City of Wylie for a similar five year tenor discussed under separate resolution.

#### **POSSIBLE ACTION**

Approve, Modify, Table or Deny.

Inter – Office Use			
<b>Approved by:</b>			
Department Head:	Chief Sheff by email	Date:	Wed 8/27/2014 11:12 AM
City Attorney:	Jim Shepherd by email	Date:	Tue 8/26/2014 5:25 PM
City Administrator:		Date:	8/29/14

**RESOLUTION NO. 2014-682**  
(CONTRACT FOR PARAMEDIC AMBULANCE SERVICE)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF A CONTRACT ENTITLED  
CONTRACT FOR PARAMEDIC AMBULANCE SERVICE WITH THE EAST  
TEXAS MEDICAL CENTER D/B/A EAST TEXAS MEDICAL CENTER  
EMERGENCY MEDICAL SERVICE**

WHEREAS, the City of Parker is in need of assistance for the provision of paramedic ambulance services available to Collin County EMS Coalition,(the "Coalition"); and

WHEREAS, the City of Parker has budgeted sufficient funds to support Parker's share of the Coalition's expenses in contracting for Paramedic Ambulance Services with East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service, a Texas not-for-profit corporation (hereinafter referred to as "ETMC EMS").

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

SECTION 1. The Parker City Council does authorize the Mayor to enter into the Contract for Paramedic Ambulance Service with the Southeast Collin County EMS Coalition with ETMC EMS. A copy of the Agreement is attached to this Resolution as Exhibit A.

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

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:  
CITY OF PARKER

\_\_\_\_\_  
Z Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney



## CONTRACT FOR PARAMEDIC AMBULANCE SERVICES

This Contract for Paramedic Ambulance Services (hereinafter referred to as "Contract" or "Agreement") is entered into by and between the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Parker, Wylie, St. Paul, Collin County and Lavon (hereinafter collectively referred to as "Coalition"), and East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service, a Texas not-for-profit corporation (hereinafter referred to as "ETMC EMS"). The Coalition and ETMC EMS are sometimes referred to collectively as the "Parties" or individually as a "Party."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows.

### ARTICLE I DEFINITIONS

The following definitions shall apply to terms as used throughout this Agreement:

**Agreement** means this Contract.

**CAD** means Computer Assisted Dispatch, including but not limited to, primary dispatch data entry and automated time-stamping, 911 data interface, demand pattern analysis, system status management, automated patient locator aids, reporting and documentation, and automated vehicle tracking.

**Contract** (aka Contract for Ambulance Services; aka the "Agreement"; aka the "Contract") is this Contract document labeled Contract for Paramedic Ambulance Services and is an Agreement between the Coalition and East Texas Medical Center Emergency Medical Service.

**Contract Service Area** means the geographic area encompassing the Regulated Service Area plus unincorporated areas of Collin County and such other entities as may choose to contract with ETMC EMS pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract.

**EMS System** means that network of individuals, organizations, facilities and equipment, including but not limited to, ETMC EMS, whose participation is required to generate a clinically appropriate, pre-planned system-wide response to each request for pre-hospital care and/or inter-facility transport, so as to provide each patient the best possible chance of survival without disability and given available financial resources.

**Extraordinary Adjustment** is an adjustment justified on the basis of an unusual increase in the cost of a factor of production when such increase in cost is industry wide and the result of causes beyond ETMC EMS's reasonable control.

**1st Response, 1st Responder, 1st Response Organization** refers to that service and those units (e.g., fire department 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and rescue services. In accordance with Priority Dispatch Protocols, a 1st Response unit is routinely sent to all presumptively-classified life-threatening emergency calls within the Contract service area.

**Medical Director** means an emergency physician expert in the pre-hospital practice of Emergency Medicine, appointed by ETMC EMS.

**Member Jurisdiction** means the individual Coalition member's corporate limits.

**MICU** means Mobile Intensive Care Unit as defined in 25 TEX. ADMIN. CODE § 157.2(52), as it exists or may be amended.

**Mutual Aid** means the paramedic ambulance service provided within the Contract Service Area by neighboring providers other than ETMC EMS at the request of City of Wylie ("Wylie") Dispatch, pursuant to an agreement governing the exchange of service assistance when requested.

**Primary Unit(s)** means those unit(s) staffed by ETMC EMS personnel.

**Regulated Service Area** means the combined corporate limits of all Member Jurisdictions.

**Response Area of the Coalition** means the corporate limits of the Member Jurisdictions of the Coalition.

**Coalition** (aka Southeast Collin County EMS Coalition) means an inter-local cooperative group consisting of the participating municipal governments of Lavon, Parker, St. Paul, and Wylie, plus unincorporated areas of Southeast Collin County.

**Subscription Ambulance Membership Plan** means an optional plan by which citizens in the Member Jurisdictions can contract with ETMC EMS for prepaid, medically necessary, ambulance transport services.

**System Standard of Care** means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols (i.e., ambulances), protocols for selecting destination hospital, and standards for certification of pre-hospital care personnel (i.e. telephone call-takers, ambulance personnel and on-line medical control physicians).

## **ARTICLE II MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS**

### **2.1 FRANCHISE MODEL SYSTEM**

- a. ETMC EMS shall provide services under this Contract through a franchise model

system and shall furnish its own vehicles and on-board equipment as provided in this Contract. Except as otherwise set forth herein, ETMC EMS shall serve as the retail provider of 911 ambulance services, routine transport services and related ambulance services, financed primarily or exclusively on a fee-for-service basis with or without subsidy according to the agreement of each Member Jurisdiction and participating jurisdiction.

- b. ETMC EMS may charge user fees for services rendered under this contract that are consistent with the provisions of this Contract.
- c. Except for subsidies paid to ETMC EMS under the Subsidy/Price Agreement with each Member Jurisdiction, ETMC EMS shall seek compensation for its services under this Contract solely through the following sources, as applicable:
  - (i) Third-party payers;
  - (ii) Persons or entities who use ambulance services or other persons responsible for such ambulance services; and
  - (iii) Contract purchasers of ambulance services.

2.2 ALL MICU, FULL-SERVICE SYSTEM. All ambulances rendering services pursuant to this Contract shall be MICUs and shall be staffed and equipped to render paramedic-level care.

2.3 MEDICAL SUPPLIES. All medical supplies acquired, supplied or reimbursed for the performance of the work that is the subject of this Contract shall be furnished by ETMC EMS at ETMC EMS's own expense, including 1st Responder supplies.

2.4 MEDICAL CONTROL. ETMC EMS shall provide Medical Direction for ETMC EMS personnel and, if so desired, will provide Medical Direction for all members of the Coalition.

2.5 SUBSCRIPTION AMBULANCE MEMBERSHIP PLAN.

- a. Basic Objects of Program. ETMC EMS shall offer for sale to residents of all Member Jurisdictions and participating jurisdictions under this Contract, a subscription ambulance membership plan. Additionally, ETMC EMS may offer discounts for renewal of subscription ambulance membership plans.
- b. Legal Obligations. The subscription ambulance membership plan offered to residents of the Member Jurisdictions and participating jurisdictions under this Contract shall comply with federal and state law relating to subscription ambulance membership programs.
- c. Medicaid Recipients. Persons whose medical expenses are covered under

Medicaid are not eligible to participate under the subscription ambulance membership plan.

- d. Additional Benefits. ETMC EMS may, at its option, offer additional benefits to persons who purchase subscription ambulance membership plans under this subsection.
- e. Periodic Membership Drives. ETMC EMS shall hold an open enrollment period during each calendar year for the subscription ambulance membership program, and residents in the Member Jurisdictions and participating jurisdictions shall be entitled to apply for participation in the subscription ambulance membership program during that period.
- f. Beneficial Extension of Service. Each person requiring or requesting ambulance service shall receive the quality of care and transportation required under the System Standard of Care, without regard to membership status in the subscription ambulance membership program.
- g. Financial Assistance for Plan Purchase. A Member Jurisdiction or participating jurisdiction may purchase or may assist its residents in purchasing and paying for subscription ambulance membership plans in accordance with a written agreement between the Member Jurisdiction or participating jurisdiction and ETMC EMS.

2.6 **USE OWN EXPERTISE AND JUDGMENT.** ETMC EMS is specifically advised to use its own best judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise ETMC EMS's own strategies and tactics for performing its obligations under this Agreement.

2.7 **EXCLUSIVITY.** ETMC EMS is awarded exclusive rights and responsibilities for the provision of all emergency and non-emergency ambulance services, originating within the Member Jurisdictions, regardless of the manner in which the request for service is conveyed. Notwithstanding the foregoing, in the event that the Required MICU (as defined in Section 3.1) is on a transfer or otherwise unavailable, ETMC EMS may use another EMS service provider for non-emergency transfers to and from the Member Jurisdictions.

2.8 **SELECTION OF PATIENT DESTINATION.** Medical Protocols approved by the Medical Director shall establish protocols for selection of the destination hospital, which protocols shall be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). This Contract is entered into by both parties pursuant to a

mutual assumption that transport protocols approved by the Medical Director shall strictly adhere to the following priorities of consideration, and shall recognize these priorities in the sequence presented:

- a. First Consideration: patient care and safety;
- b. Second Consideration: patient/family choice; and
- c. Third Consideration: fairness in distribution of patients among hospitals. In this regard, the following rules shall apply:
  - (i) Non-Emergencies. All “non-emergency patients” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the destination selected by the patient, the patient's family or the patient's personal physician, without exception.
  - (ii) Non-Life-Threatening Emergencies. Patients experiencing a “nonlife-threatening emergency” (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the facility of choice designated by the patient, the patient's family, or the patient's personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director for receipt of patients experiencing non-life-threatening emergencies.
  - (iii) Life-Threatening Emergencies. Patients experiencing life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical Director) shall, in accordance with transport protocols approved by the Medical Director, be delivered to the “nearest appropriate facility”, taking into consideration the patient's condition and location, the patient's medical requirements and the respective capabilities of hospitals within and, for some types of patients, outside the Contract Service Area. Such transport protocols shall not be inconsistent with then-currently-approved trauma system protocols (when available).
  - (iv) Enforcement. Inappropriate and unjustified deviations from these patient-destination protocols by a paramedic without direct authorization by a Base Station Physician or inappropriate and unjustified instructions regarding such deviation by a Base Station Physician shall be subject to reasonable and appropriate sanctions by the Medical Director provided that such sanctions are applied in accordance with due process procedures.

### **ARTICLE III**

### **SCOPE AND QUALITY OF SERVICES**

- 3.1 **AMBULANCE SERVICES TO COALITION.** ETMC EMS shall provide emergency and non-emergency ambulance service to the entire Response Area of the Coalition, and shall provide staff and MICUs as set forth in this Contract, including but not limited to at least one fully staffed MICU dedicated solely for response to the entire Response Area of

the Coalition (the "Required MICU").

In the event that no ambulance provided for in this Contract is available for service, or additional ambulances are needed, each member of the Coalition will be required to rely upon mutual aid plans for its municipality.

Wylie will maintain response time records and meet the following goals on all Primary Unit transports for which Wylie has primary dispatch responsibility as set forth below:

1. Life-Threatening Emergency Calls will have a response time 90% or better of 8 minutes and 59 seconds.
2. Non Life-Threatening Emergency Calls will have a response time 90% or better of 12 minutes and 59 seconds.

These commitments shall be calculated on a per-one hundred (100) transport basis for the Primary Unit only, and shall be calculated annually at the end of each year during the term of this Contract. The response time commitments set forth above shall constitute contractually binding performance requirements under this Agreement. In this regard, the protocols set forth in Section 3.2 of the Coalition Agreement shall apply to the reporting requirements of this Agreement. However, for purposes of this Agreement "response time" is defined as: the elapsed time between the moment a request for ambulance service is received by the responding Coalition ambulance, and the time that unit arrives at the confirmed location of an emergency or upon the arrival of ALS 1st Responder personnel.

**Exemptions.** No requests for ambulance service shall be exempt from response time compliance. Response time calculations under this Section 3.1 will be based on percentiles for every one hundred (100) requests for service by priority except as follows:

- i. Requests not resulting in a patient transport;
- ii. Requests during a period of unusually severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
- iii. Late runs resulting as a consequence of inaccurate or incomplete information obtained by 911 control center personnel during telephone interrogation of a caller, or in conveying such information to the ETMC EMS responding unit, either orally or by way of data transmission;;
- iv. Requests during a declared disaster, locally or in a neighboring non-participating jurisdiction, in which ETMC EMS is rendering assistance. During such periods, ETMC EMS shall use best efforts to simultaneously maintain coverage within Member Jurisdictions and participating jurisdictions as well as provide disaster assistance;

- v. In cases where multiple paramedic capable units are dispatched to a single incident, the first-arriving paramedic unit shall “stop the clock”, and response times of later arriving units shall be excluded from response time statistics;
- vi. During periods of unusual system overload, which shall mean that at least three (3) emergency responses are occurring simultaneously within the service area, responses *in excess of* the second emergency request shall not be included in response time calculations;
- vii. Requests dispatched to EMS unit when responding from locations outside Wylie; and
- viii. No other causes of late response (e.g., equipment failure, vehicular accident regardless of origin, or other causes within ETMC EMS's reasonable control) shall serve to justify exemption from response time requirements.

3.2 EMERGENCY MEDICAL DISPATCH: ETMC EMS agrees that all ambulances will be dispatched through the Wylie Communications Center using the nationally recognized emergency dispatch program Medical Priority Dispatch System (MPDS).

Wylie agrees to provide real-time access to all emergency medical call-related telephone calls and real-time access to all EMS-related radio traffic and dispatch data.

3.3 CUSTOMER SERVICE AND MEMBERSHIP PROGRAM. ETMC EMS shall comply with customer service and accounts receivable management practices as provided in this Contract.

3.4 DISASTER ASSISTANCE. During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Contract shall be interrupted from the moment the disaster occurs. Immediately upon such notification, ETMC EMS shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster-related provisions of this Contract are:

- a. At the scene of such disasters, ETMC EMS personnel shall perform in accordance with local disaster protocols established by that community.
- b. When disaster assistance has been terminated, ETMC EMS shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking and other relevant considerations.
- c. During the course of the disaster, ETMC EMS shall use its best efforts to provide emergency coverage throughout the Contract Service Area and shall suspend non-emergency transport work as necessary, informing persons requesting such non-



emergency service of the reason for the temporary suspension.

- 3.5 NO AMBULANCE DEPLOYMENT RESTRICTIONS. Every Member Jurisdiction and participating jurisdiction shall have access to the resources of the EMS System, as dictated by fluctuations in consumer demand for service, weather conditions and disaster events. To ensure such flexibility in responding to shifting needs, ETMC EMS will refrain from contractually committing any of its ambulances to the exclusive benefit of any jurisdiction.
- 3.6 WYLIE AMBULANCE AND DEPLOYMENT. Wylie currently staffs an ambulance with MICU capabilities (“Wylie Ambulance”) and will continue to do so. Such Wylie Ambulance shall be used to provide back-up ambulance service to the Coalition. A separate contract, Supplemental Agreement to Contract for Paramedic Ambulance Services, between Wylie and ETMC shall provide special terms and conditions. Should any other member of the Coalition determine that it will also provide back-up ambulance service, a separate contract between the member and ETMC will also be required. ETMC EMS shall pay a one hundred (\$100.00) dollar stipend, per transport, to the Coalition member that provided the transport, but only when Wylie Dispatch calls for back-up in the event ETMC EMS's unit(s) is/are out of service, subject to Section 3.9, below.
- a. ETMC EMS shall provide all EMS supplies used on patients for the operation of the Wylie Ambulance (as described in 3.6 above). The supplies used must be recorded on the patient care report.
  - b. ETMC EMS shall provide the Coalition with another ambulance unit during any time that the Wylie Ambulance is out of service. ETMC EMS will provide such replacement ambulance for a period of up to ten (10) days. After ten (10) days, ETMC EMS will negotiate a mutually acceptable short term lease for such replacement ambulance with lease payments not to exceed ten dollars (\$10.00) per day.
  - c. If the Coalition requests additional resources from ETMC EMS, the Parties agree to renegotiate in good faith the annual total subsidy to be paid ETMC EMS in order to provide sufficient resources for the services described in such contract. If the Parties are unable to reach such a mutual agreement, the current provisions of this Contract shall remain in effect.
- 3.7 USE OF NON-COALITION OR NON ETMC EMS AMBULANCES. In the event a Coalition member utilizes an ambulance of an entity that is not a Coalition member or an ETMC EMS unit, and a Coalition member-operated ambulance or an ETMC EMS ambulance was available, then such Coalition member shall reimburse ETMC EMS for ETMC EMS's loss of revenue for such trip, excluding transfer.
- 3.8 CLEAN TICKET PROVISION. ETMC EMS' payment of the One Hundred (\$100) Dollar stipend provided for in Section 3.6 is expressly conditioned on the Coalition

members fully and accurately completing the trip ticket and related paperwork in accordance with the policies and procedures that ETMC EMS requires of its own personnel in the completion of such trip ticket ("Clean Ticket"). ETMC EMS will provide adequate training/education to personnel filling out trip tickets.

- 3.9 **CLINICAL STANDARDS AND QUALITY IMPROVEMENT.** The initial standards of clinical quality as well as the clinical upgrade schedules to occur on or before listed deadlines throughout the term of this Contract shall constitute contractually binding performance requirements under this Agreement.
- 3.10 **CONTINUING EDUCATION.** ETMC EMS shall provide the Coalition members and their 1<sup>st</sup> Responders with necessary continuing education including two (2) live continuing education programs conducted by the Office of Clinical Services annually. These continuing education programs shall be held within the Contract Service Area and shall meet or exceed the State of Texas' educational requirements for recertification of paramedic and EMT personnel. ETMC EMS' obligation to provide continuing education under this Section 3.10 includes EMT and Paramedic training, which includes trauma, advanced cardiac and pediatric education programs.

## **ARTICLE IV CONSIDERATION**

Consideration for this Contract is an award of exclusive market rights subject to the terms set forth in this Contract for the term of the Contract.

- 4.1 **AUTHORIZATION OF USER-FEE CHARGES.** ETMC EMS shall charge user fees for services originating within each Coalition Member Jurisdiction. Each Coalition member may assist its residents in purchasing and paying for membership rights by incorporating voluntary provisions for billing and payment in conjunction with residential water bills.
- 4.2 **USER-FEE AUTHORIZATION.** ETMC EMS is hereby authorized to charge user fees for ground ambulance services as follows:

The maximum total average of all bills generated for ambulance service originating within the Coalition (exclusive of mileage charges) shall not exceed eight hundred ninety five dollars and thirty-five cents (\$895.35) ("Maximum Total Average Bill").

- 4.3 **ANNUAL INFLATION ADJUSTMENTS.** The Coalition shall annually permit adjustment of the ETMC EMS Maximum Total Average Bill (as discussed in this Section 4.3), the first such adjustment being authorized on October 1, 2015. Any increase made to the Maximum Total Average Bill in such adjustment shall not exceed the percentage change in the nationwide Consumer Price Index for All Urban Consumers ("CPI-U") over the most recent twelve (12) month period for which published figures are available. ETMC EMS has the discretion to accept all or a portion of the maximum allowable inflation adjustment and may apply those amounts in the manner determined by ETMC EMS provided that such adjustment does not exceed the maximum allowable adjustment

under this Contract.

- 4.4 **ADJUSTMENT FOR EXCESS BILLINGS.** In the event ETMC EMS's actual total average bill (exclusive of mileage charges) for services rendered in the Contract Service Area during the preceding contract period is found to be inadvertently in excess of the level permitted by the then-applicable Maximum Total Average, the Coalition shall delay the effective date of the inflation adjustment increase by a number of days sufficient to fully offset the amount of overpayment, as approved by the Coalition.
- 4.5 **EXTRAORDINARY ADJUSTMENTS FOR EXTERNALLY IMPOSED UPGRADES.** ETMC EMS may periodically apply for extraordinary rate adjustments to offset the actual and reasonable marginal costs of implementing and maintaining clinical upgrades required by the Medical Director and approved by the Coalition. Adjustment shall be subject to optional review and confirmation or denial by the Coalition.
- 4.6 **EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES.** As may be justified by circumstances beyond ETMC EMS's reasonable control (e.g., industry wide insurance cost increases of major magnitude, restoration of OPEC's pricing powers, etc.), ETMC EMS shall be eligible for temporary but renewable (as justified and approved by the Coalition) Extraordinary Adjustments when the Coalition finds that the cause of such extraordinary increase in the cost of one or more factors of production necessary to produce quality pre-hospital care is due to an unusually large, rapid increase in the cost to ETMC EMS of that factor of production, in which this increase is industry-wide, not the result of poor purchasing practices and not the result of increased consumption of the factor of production. Provided, however, all such approvals of Extraordinary Adjustments shall be subject to optional review and confirmation or denial by the Coalition.
- 4.7 **ANNUAL SUBSIDY.** Beginning October 1, 2014, the Coalition will provide an annual subsidy to ETMC EMS for the provision of EMS services under this Agreement in the amount of two hundred three thousand, three hundred seventy-three dollars and twenty cents (\$203,373.20), which will be paid in four (4) quarterly installments of fifty thousand eight hundred forty-three dollars and thirty cents (\$50,843.30), with each installment due on October 1, January 1, April 1 and July 1 of each year during the term of this Agreement. This subsidy amount will be adjusted annually on October 1st of each year but each such adjustment shall not exceed the percentage change in the nationwide CPI-U over the most recent twelve (12) month period for which published figures are available. ETMC EMS will provide the Coalition with at least sixty (60) days' notice of any increase in the subsidy due to changes in the CPI-U. The quarterly subsidy installment payment will be remitted to ETMC EMS within fifteen (15) days of the invoice for such payment being sent to the Coalition. In the event the Coalition fails to remit such payment, ETMC EMS shall have the option to terminate this Agreement upon thirty (30) days' notice.

The share of the annual subsidy to be paid by each Coalition member shall be as agreed to by the Coalition in **Exhibit "A"**.

In the event the Initial Term (as hereinafter defined) of this Agreement is continued into one or more renewal terms, the Parties agree to negotiate in good faith relative to subsidy amounts for the renewal term(s), if any. If the Parties cannot mutually agree on such subsidy amounts for any renewal term, ETMC EMS may terminate this Agreement upon sixty (60) days' prior written notice, without penalty.

The amounts set forth in this Section 4.7 represent the amounts due ETMC EMS, assuming that the membership of the Coalition remains the same as of the effective date of the Contract. **EACH COALITION MEMBER WHO WITHDRAWS FROM THE COALITION, CEASES TO PARTICIPATE OR CONTRACTS WITH ANOTHER EMS PROVIDER IS SOLELY RESPONSIBLE FOR MAKING ETMC EMS WHOLE FOR SUCH LOSS OF REVENUE FOR THE DURATION OF THE CONTRACT (WHICH INCLUDES SUBSIDY AND PATIENT TRANSPORT REVENUE RELATED TO SUCH COALITION MEMBER) TO ETMC EMS.** Such Coalition member agrees that its termination or withdrawal from the Coalition irreparably harms ETMC EMS and knowingly and specifically agrees that its agreement to make ETMC EMS whole as the result of such termination or withdrawal is an essential provision in this Agreement. The Coalition agrees to the maximum extent permitted by law to hold harmless ETMC EMS from such loss of revenue and loss of subsidy. In the event such Coalition member refuses to reimburse ETMC EMS for such loss of revenue or loss of subsidy, ETMC EMS shall have all rights allowed by law to pursue money damages, including its attorneys' fees in seeking to collect such loss of revenue and subsidy from the Coalition Member. Additionally, the failure to pay such monies to ETMC EMS is a material breach of this Agreement, and notwithstanding any other provisions to the contrary, ETMC EMS may terminate this Agreement because of such breach upon sixty (60) days' prior written notice, without penalty.

- 4.8 ETMC EMS shall have the exclusive right to bill and collect any third-party payer or individual for services rendered by ETMC EMS, and for any transports rendered by the Coalition.
- 4.9 **ADDITIONAL UNITS.** The Parties acknowledge that the Member Jurisdictions are growing rapidly and the need for future EMS services may arise in the future. ETMC EMS will periodically evaluate the services rendered and determine ETMC EMS's capability and performance. As the result of such evaluation, ETMC EMS may consider such information in evaluating the need to dedicate additional units or other alternatives to the Coalition as sound business practices would dictate, and as the Parties mutually agree.
- 4.10 Within the first six months of the Initial Term of this Contract, ETMC EMS will remount physical unit 990 and provide an ETMC EMS painted ambulance as a replacement during the remounting process. ETMC EMS will also provide two (2) monitor/defibrillators for use on the Wylie units.
- 4.11 After completion of the Initial Term of this Contract and the granting of the five

(5) year renewal term, ETMC EMS will remount units 990 and 991 within the first six months of the five (5) year renewal term. ETMC EMS will supply two ETMC EMS painted ambulances as replacements during the remounting process.

## **ARTICLE V INSURANCE AND INDEMNIFICATION**

5.1 **INSURANCE REQUIREMENTS.** At all times during the Initial Term of this Contract and throughout any renewal terms, ETMC EMS shall obtain insurance as listed below and pay all premiums thereon for ETMC EMS's owned and operated ambulances. For liability arising solely from the actions or inactions of ETMC EMS or ETMC EMS's personnel, all such policies shall name the Coalition, its individual members and the Medical Director as "additional insured". ETMC EMS shall furnish the Coalition with an ACORD Certificate of Insurance and all required endorsement(s) indicating that the types and amounts of insurance required hereunder are in full force and effect and that the insurance carrier will endeavor to give the Coalition thirty (30) days' written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this Article V shall be deemed to prohibit the use of a program of insurance being "self-insurance" as that term is normally used as being a formally organized system of covering risks or to be a limitation upon the insured as to the deduction it may cause to be provided in connection with any of its respective insurance policies. ETMC EMS shall provide the Coalition with evidence that any/all subcontractors performing services under this Agreement have the same types and amounts of coverage as required herein. ETMC EMS's insurance coverage shall meet the following minimum requirements:

- a. **WORKER'S COMPENSATION.** Worker's Compensation Insurance as permitted by the laws of the State of Texas. The Worker's Compensation Insurance shall provide for a waiver of subrogation against the Coalition and its members for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance.
- b. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence combined single limits (CSL) for all claims resulting from bodily injury (including death) and/or property damage arising out of the operations of the ambulance service authorized hereunder.
- c. **AUTOMOBILE LIABILITY.** The following coverage is required:
  - (i) Uninsured Motorist. Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired, or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.
  - (ii) Employer's Non-owned Auto Coverage. Employer's non-owned liability in

an amount equal to the liability limits set forth in Subsection b, immediately above.

- d. **AMBULANCE LIABILITY.** A policy covering the liability created by ambulance operation to a limit called for in Subsection b hereof. It is further understood that, due to the nature of this risk, it is presently necessary to obtain this coverage through the Assigned Risk Pool and that policy form must be accepted as offered.
- e. **MALPRACTICE.** Malpractice insurance in an amount not less than one million (\$1,000,000.00) dollars for each claim.
- f. **EXCESS LIABILITY INSURANCE UMBRELLA.** Excess liability insurance umbrella policy providing two million dollars (\$2,000,000.00) coverage per occurrence and four million dollars (\$4,000,000.00) annual aggregate coverage in excess of all other liability policies prescribed herein.
- g. **SUBMISSION OF POLICIES.** Said insurance policies required hereunder may be submitted to the Coalition. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the Coalition on ETMC EMS's execution of this Contract and, thereafter, within seven (7) days of the Coalition's written request for the same.
- h. **EFFECT OF CANCELLATION OR TERMINATION.** The cancellation or other termination of any policy of insurance required hereunder shall give the Coalition the right to revoke and terminate this Contract, in addition to any other remedies available to the Coalition, unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination.
- i. **OCCURRENCE FORM REQUIRED.** All coverage furnished hereunder shall be written on an "occurrence" basis not a "claims made" basis, provided, however, that a combination of "claims made" coverage and "extended reporting endorsement" ("tail coverage") for an indefinite period following expiration of this Contract shall be considered equivalent to "occurrence" coverage. Furthermore, nothing in this provision shall be construed as prohibiting partial self-funding of defined aspects of coverage, provided self-funding financial arrangements and risk-management aspects are approved by the Coalition, which approval shall not be unreasonably withheld.

**5.2 INDEMNIFICATION. ETMC EMS COVENANTS AND AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COALITION, EACH MEMBER JURISDICTION AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, COST, CHARGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF ANY ACT,**

**ACTION, NEGLIGENCE OR OMISSION BY ETMC EMS, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES DURING THE PERFORMANCE OF THIS CONTRACT, EXCEPT THAT NEITHER ETMC EMS, EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM, NOR ANY OF THEIR RESPECTIVE SUBCONTRACTORS OR ASSIGNEES, WILL BE LIABLE UNDER THIS SECTION FOR DAMAGES ARISING OUT OF INJURY OR DAMAGE TO PERSONS OR PROPERTY DIRECTLY CAUSED OR RESULTING FROM THE NEGLIGENCE OF THE COALITION, OR ANY MEMBER JURISDICTION OR ANY OF THEIR OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.**

## **ARTICLE VI MAJOR DEFAULT & REPLACEMENT PROVISIONS**

- 6.1 MAJOR DEFAULT DEFINED. Conditions and circumstances that shall constitute a major default by ETMC EMS shall include but not be limited to the following:
- a. Supplying to the Coalition during the contracting process, false information or information so incomplete as to effectively mislead;
  - b. Willful falsification of data supplied to the Coalition or to the Medical Director during the course of operations, including by way of example but not by way of exclusion, patient report data, response data, financial data, or willful or deliberate omission of any other data required under this Contract;
  - c. Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
  - d. Failure to maintain equipment in accordance with generally accepted maintenance practices;
  - e. Willful attempts by ETMC EMS to intimidate or otherwise punish non-management employees who desire to interview with or to sign contingent employment agreements with successful bidders following a subsequent bid cycle;
  - f. Chronic and persistent failure of ETMC EMS's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
  - g. Failure by ETMC EMS to cooperate with and assist the Coalition in its transfer of ETMC EMS's operations after a major default has been declared by the Coalition, as provided for in Section 6.2, *even if it is later determined that such default never occurred or that the cause of such default was beyond ETMC EMS's reasonable control*;
  - h. Failure to substantially and consistently meet or exceed the various clinical and



response standards required hereunder;

- i. Intentional over billing; and/or
- j. Failure to fully comply with applicable federal, state and local laws, rules and regulations.

6.2 **DECLARATION OF MAJOR DEFAULT AND TRANSFER OF SERVICE.** In the event the Coalition determines that a major default has occurred, and if the nature of the default is, in the opinion of the Coalition, such that public health and safety are endangered, ETMC EMS shall be given written notice specifying the particular complaint(s) and identifying them as appropriate by date, place, etc. with a reasonable opportunity (defined as seventy-two (72) hours for a deficiency dangerous to public health and safety and thirty (30) days for any other deficiency) to correct said deficiency. In the event ETMC EMS fails to correct said deficiency within the time as set forth above, ETMC EMS may thereafter be found to be in default (as set forth in Section 6.3). In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities as set forth in Section 6.3.

6.3 **MAJOR DEFAULT.** In the event of a major default and the failure to cure the same as set forth in Section 6.2, ETMC EMS shall transfer its responsibilities within seventy-two (72) hours thereafter upon such finding of a major default by the Coalition,, in addition to any other remedies available to the Coalition. Notwithstanding the foregoing, ETMC EMS does not waive its rights to challenge such declaration and may dispute such issue in a court of law and, if successful, recover all its damages as allowed by law.

6.4 **MAJOR DEFAULT NOT DANGEROUS TO PUBLIC HEALTH AND SAFETY.** If the Coalition declares ETMC EMS to be in major default on grounds other than a performance deficiency dangerous to public health and safety, ETMC EMS may dispute and legally resolve the Coalition's claim of major default prior to transfer of ETMC EMS's operations by the Coalition.

6.5 **"LAME DUCK" PROVISIONS.** Should ETMC EMS fail to prevail in a future procurement cycle, the Coalition shall obviously depend upon ETMC EMS to continue provision of all services required under this Contract until the new contractor assumes service responsibilities. Under these circumstances, ETMC EMS would, for a period not to exceed six months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Contract throughout any such "lame duck" period, the following "lame duck" provisions shall apply:

- a. Throughout such "lame duck" period, ETMC EMS shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to another firm;

- b. ETMC EMS shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting ETMC EMS's service and operating costs to maximize profits during the final stages of this Contract; and,
  - c. The Coalition recognizes that, if another firm prevails in a future procurement cycle, ETMC EMS may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the Coalition shall not unreasonably withhold its approval of ETMC EMS's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair ETMC EMS's performance during the "lame duck" period and so long as such transition activities are prior-approved by the Coalition.
- 6.6 **PERFORMANCE BOND.** To provide protection to the Coalition, ETMC EMS shall furnish a performance bond in the amount of one million dollars (\$1,000,000.00).
- 6.7 **OTHER DEFAULT.** In the event the Coalition determines that a default other than a major default as defined in Section 6.1 has occurred, ETMC EMS shall be given written notice of such other default and shall have thirty (30) days to correct such other default. In the event ETMC EMS fails to cure such other default within thirty (30) days, ETMC EMS may thereafter be found to be in default. In such event, the Coalition may immediately terminate this Contract in full, without any recourse, damages or rights of recovery to ETMC EMS, and/or may take any other legal action to protect and enforce the Coalition's rights, and ETMC EMS shall cooperate with the Coalition to affect a prompt and orderly transfer to the Coalition of ETMC EMS's and the Coalition's responsibilities in accordance with Section 6.3.

## **ARTICLE VII TERM AND RENEWAL**

- 7.1 **TERM OF AGREEMENT.** This Contract shall be for a period of five (5) years beginning October 1, 2014 ("Initial Term").
- 7.2 **RENEWAL TERM.** This Contract will automatically be renewed for one (1) additional five (5) year extension period; however, either party shall have the right to terminate this Contract at the end of the "Initial Term" or any "Renewal Term" by providing the other party with one hundred twenty (120) days' written notice prior to such date.

## **ARTICLE VIII GENERAL PROVISIONS**

- 8.1 **CHARACTER AND COMPETENCE OF PERSONNEL.** All persons employed by ETMC EMS in the performance of work under this Contract shall be competent and holders of appropriate permits in their respective trades or professions. The Coalition may demand the removal of any person employed by ETMC EMS who engages in

chronic misconduct or is chronically incompetent or negligent in the due and proper performance of his duties, and such person shall not be reassigned by ETMC EMS for provision of services under this Contract without the written consent of the Coalition, provided, however, that the Coalition shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of ETMC EMS's chief executive officer and Medical Director and the Coalition prior to removal.

- 8.2 PERMITS & LICENSES. ETMC EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Contract.
- 8.3 VENDOR DISCLOSURE. ETMC EMS acknowledges and agrees that it is aware of the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended, and will abide by the same. In this connection, ETMC EMS shall provide an executed copy of the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit "B"** and incorporated herein for all purposes, when ETMC EMS delivers an executed copy of this Agreement to the Coalition.
- 8.4 ASSIGNMENT. This Agreement shall not be assigned or transferred without the prior written consent of the Coalition. Such written consent shall not be unreasonably withheld.
- 8.5 RIGHTS AND REMEDIES NOT WAIVED. ETMC EMS agrees that the work specified in this Contract shall be completed without further consideration of the market rights provided for herein and that the acceptance of work and the payment of user fees and subsidy amounts (if any) shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall payment by a Member Jurisdiction (if any such payments are made) hereunder constitute or be construed to be a waiver by the Coalition of any default or covenant or any default which may then exist on the part of ETMC EMS, and the making of such payment while any such default exists shall in no way impair or prejudice any right or remedy available to the Coalition with respect to such default.
- 8.6 ATTORNEY FEES. If either the Coalition or ETMC EMS institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 8.7 NON-DISCRIMINATION. ETMC EMS agrees as follows:
- a. ETMC EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. ETMC EMS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race,

religion, color, national origin, disability, sex or age. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. ETMC EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- b. ETMC EMS will, in all solicitations or advertisements for employees placed by or on behalf of ETMC EMS, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, disability, sex or age.

- 8.8 **COMPLIANCE WITH LAWS.** The services furnished by ETMC EMS under this Contract shall be rendered in full compliance with applicable federal, state and local laws, rules and regulations. It shall be ETMC EMS's responsibility to determine which laws, rules and regulations apply to the services rendered under this Contract and to maintain compliance with those applicable standards at all times.
- 8.9 **SEVERABILITY.** In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.
- 8.10 **HEADINGS.** The Paragraph headings, articles, sections and captions contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- 8.11 **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to Texas' choice of law provisions, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Collin County, Texas.
- 8.12 **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by all Parties.
- 8.13 **AMENDMENT.** This Agreement may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Agreement. If the Coalition refuses to amend the Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be terminated by ETMC EMS.
- 8.14 **NO WAIVER.** The failure of either party to insist at any time upon the strict observance of performance of any provision of this Agreement or to exercise any right or remedy as

provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

- 8.15 NOTICE. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested or by overnight courier services (charges prepaid) and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail or delivered to the overnight courier, addressed as follows:

If to ETMC EMS:

Ronald J. Schwartz, Vice President/COO  
East Texas Medical Center Emergency Medical Service  
P.O. Box 387  
Tyler, Texas 75710

If to Coalition:

Southeast Collin County EMS Coalition  
2000 N. Hwy 78  
Wylie, Texas 75098  
Attention: Fire Chief

or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

- 8.16 INDEPENDENT CONTRACTOR. In performing this Contract, ETMC EMS is acting as an independent contractor with respect to the Coalition and neither ETMC EMS nor any ETMC EMS employees or agents shall be considered employees of the Coalition. It is agreed and acknowledged by the Parties that, as an independent contractor, ETMC EMS retains the right to contract with and provide EMS services to entities and individuals other than the Coalition, and nothing in this Agreement shall be interpreted as limiting or restricting in any way ETMC EMS's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either Party to act as agent for, or bind, the other, except to the extent herein provided. Each Party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, workers' compensation and other taxes and benefits. Neither ETMC EMS nor ETMC EMS's employees or agents shall be subject to any Coalition policies solely applicable to the Coalition's employees or be eligible for any employee benefit plan offered by the Coalition.

- 8.17 FORCE MAJEURE. Neither Party shall be liable or deemed to be in default for any

delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.

- 8.18 **ACCESS TO RECORDS.** As an independent contractor of the Coalition, ETMC EMS shall, in accordance with 42 U.S.C., §1395x (v)(I)(I) (Social Security Act §1861 (v)(I)(I) and 42 C.F.R., Part 420, Subpart D, §420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to this Agreement and to ETMC EMS's books, documents and records (as such terms are defined in 42 C.F.R., §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by ETMC EMS under this Contract are carried out by the means of a subcontract with an organization related to ETMC EMS, and such related organization provides the services at a value or cost of ten thousand dollars and no cents (\$10,000.00) or more over a twelve (12) month period, then the subcontract between ETMC EMS and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by ETMC EMS or the Coalition by virtue of this Contract.
- 8.19 **ENTIRE AGREEMENT; MODIFICATION.** This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement.
- 8.20 **CHANGE IN LAW.** Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer the Affordable Care Act, Medicare, any other payer or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either Party's rights or obligations hereunder, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10th) day after said notice was given.
- 8.21 **CONSENTS, APPROVALS AND EXERCISE OF DISCRETION.** Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise

discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.

- 8.22 **THIRD PARTIES.** None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.
- 8.23 **PARAMEDIC SKILL LEVELS.** Effective October 1, 2014, ETMC EMS Paramedic skill levels/certifications will be as follows:
- a. Texas State EMT-P Certification;
  - b. International Trauma Life Support or equivalent;
  - c. Advanced Cardiac Life Support; and
  - d. Advanced-Pediatric Emergency Care or equivalent.
- 8.24 **COUNTERPARTS.** This Contract may be executed in multiple counterparts, and is effective on the last date of execution indicated below.
- 8.25 **IMMUNITY.** The Parties acknowledge and agree that, in executing and performing this Agreement, the Coalition and the Member Jurisdictions have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it/them against claims arising in the exercise of governmental powers and functions.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**



**City of Lavon, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name: \_\_\_\_\_

**City of Parker, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name:   Z Marshall  

**Town of St. Paul, Texas**

\_\_\_\_\_  
Mayor Date  
Printed Name: \_\_\_\_\_

**East Texas Medical Center  
d/b/a East Texas Medical Center  
Emergency Medical Service**

\_\_\_\_\_  
Ronald J. Schwartz, V/P Date

**Collin County, Texas**

\_\_\_\_\_  
Keith Self Date  
County Judge

**City of Wylie, Texas**

\_\_\_\_\_  
Mindy Manson, City Manager Date

Attest:

\_\_\_\_\_  
Carole Ehrlich, Wylie City Secretary

## **EXHIBIT “A”**

PROPOSED

## Southeast Collin County EMS Coalition

### Exhibit A Subsidy Fees—FY2014-2015

Population			
City	Incorporated	Rural	Total
Lavon	3084	0	0
Wylie	38397	2632	41029
Parker	3528	45	3573
St. Paul	927	0	
<b>Total</b>	<b>45936</b>	<b>2677</b>	<b>44602</b>

Subsidy			
City	Population	Percent	Subsidy Allocation
Lavon	3,084	7%	\$ 13,366.36
Wylie	38,397	82%	\$ 166,416.37
Parker	3,528	8%	\$ 15,290.70
St. Paul	927	2%	\$ 4,017.71
Collin County	988	2%	\$ 4,282.09
<b>Total</b>	<b>46,924</b>	<b>100%</b>	<b>\$ 203,373.22</b>

		Annual	Monthly
Original Subsidy		\$ 187,373.22	\$ 15,614.44
Additional Amount for Two Back-up Ambulance Monitors	\$ 80,000.00	\$ 16,000.00	\$ 1,333.33



# Southeast Collin County EMS Coalition Exhibit B 2014-2015



Member	No. of Back-up Ambulance Calls	No. of Back-up Ambulance Calls	Ambulance Back-up Fees Payable to Wylie	Quarterly Back-up Ambulance Fees	Ambulance Back-up Fees (Annual) Payable to Wylie	Quarterly Back-up Ambulance Fees
	2012	2013	2013-2014	2013-2014	2014-2015	2014-2015
Collin County	65	21	\$57,994.30	\$14,498.58	\$18,653.04	\$4,663.26
Wylie	453	285	\$404,175.66	\$101,043.92	\$253,148.40	\$63,287.10
Parker	22	12	\$19,628.84	\$4,907.21	\$10,658.88	\$2,664.72
Lavon	18	13	\$16,059.96	\$4,014.99	\$11,547.12	\$2,886.78
St. Paul	10	2	\$8,922.20	\$2,230.55	\$1,776.48	\$444.12
Totals	568	333	\$506,781	\$126,695	\$295,783.92	\$73,945.98
			(\$892.22 per response)		(\$888.24 per response)	

**EXHIBIT "B"**  
**(Conflict of Interest Questionnaire, Form CIQ)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>Date Received</p>
<b>1</b>	<b>Name of person who has a business relationship with local governmental entity.</b>	
<b>2</b>	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p><p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div></div>	
<b>3</b>	<p><b>Name of local government officer with whom filer has employment or business relationship.</b></p> <div style="text-align: center; margin: 10px 0;"><hr style="width: 30%; border: 0.5px solid black;"/><p style="margin: 0;">Name of Officer</p></div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<b>4</b>	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;"><hr style="border: 0.5px solid black;"/><p style="margin: 0;">Signature of person doing business with the governmental entity</p></div><div style="width: 35%;"><hr style="border: 0.5px solid black;"/><p style="margin: 0;">Date</p></div></div>	

Adopted 06/29/2007



## Council Agenda Item

Budget Account Code:	1-40-6310	Meeting Date:	September 2, 2014
Budgeted Amount:	\$25,700	Department/ Requestor:	Fire Department
Fund Balance-before expenditure:	\$25,700	Prepared by:	Sheff
Estimated Cost:	\$10,658	Date Prepared:	August 26, 2014
Exhibits:	Proposed Agreement		

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES FOR THE PROVISION OF BACKUP PARAMEDIC AMBULANCE SERVICE BY THE CITY OF WYLIE, TEXAS . [SHEFF]

### SUMMARY

The City of Parker is a member of the Southeast Collin County EMS Coalition. As a member, Parker contracts with East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service ("ETMC EMS") for primary paramedic ambulance service. Pursuant to the ETMC EMS contract, the City of Wylie is tasked with providing backup ambulance service for Coalition members when ETMC EMS ambulances are unavailable, memorialized under an Interlocal Cooperation Agreement between Wylie and Parker. The Agreement runs concurrent with the ETMC EMS contract and matures September 30, 2014.

The fire department recommends extending the Interlocal Cooperation Agreement with the City of Wylie for an additional five years to run concurrent with the amended and extended ETMC EMS contract now before Council under separate resolution. Our recommendation is based on satisfactory service to the City and its citizens at reasonable cost. *Discussed below, our recommendation carries an acknowledgement of a sub-optimal release and indemnity provision (unchanged from the current Agreement), with the further recommendation that the city attorney continue negotiations with Wylie for amended provision(s).* Approval of the Interlocal will represent its third consecutive five-year extension.

Parker Fire Department provides first-responder, paramedic level emergency medical services to our citizens but does not operate an ambulance. ETMC EMS is and has been our City's primary ambulance provider. ETMC EMS operates one paramedic ambulance dedicated solely to 911 calls within the Coalition, plus one paramedic ambulance, stationed at Wylie Lake Pointe and used primarily for hospital-to-hospital non-emergency transportation, but, when available, provides 911 service to the Coalition. When either of the ETMC EMS ambulances is unavailable, Parker and all other affected parties to the ETMC EMS agreement further contract with the City of Wylie for backup ambulance service provided by Wylie Fire Rescue. Wylie Fire Rescue operates two ambulances dedicated solely to 911 service.

Dispatch protocols call for an ETMC EMS ambulance to be dispatched first before a Wylie ambulance is utilized. Dispatch of both ETMC EMS and Wylie ambulances is managed by Wylie Fire Dispatch thereby providing a seamless handling of an EMS call by the dispatch center. Additionally, Wylie maintains mutual aid arrangements with neighboring municipalities regarding the use of additional ambulances in the event a Wylie backup ambulance is unavailable to respond to an emergency in Parker.

The City of Wylie apportions its cost for providing backup service amongst all Coalition members ratably based upon actual utilization. The apportionment, paid in quarterly installments, is derived by dividing the cost of back-up ambulances (as determined annually by Wylie at its sole discretion) by the number of calls received the previous year by each Coalition member. For fiscal year 2014/2015, Wylie will charge \$888.24 per response substantially unchanged from the current fiscal year's charge.

For FY 2013/2014 the charge to Parker for backup ambulance service was \$19,628 based on 22 emergency runs into Parker *during 2012*. For FY 2014/2015, the charge to Parker will reduce to \$10,659 based upon 12 runs *during 2013*. For purposes of reference, the chart below depicts FY 2014/2015 total allocations amongst all Coalition members,

	# Backup Calls 2013	Per Call Charge	Fee due Wylie
Wylie	285	\$888.24	\$253,148.40
Collin County	21	\$888.24	\$18,653.04
Lavon	13	\$888.24	\$11,547.12
<b>Parker</b>	<b>12</b>	<b>\$888.24</b>	<b>\$10,658.88</b>
St. Paul	2	\$888.24	\$1,776.48
<b>TOTALS</b>	<b>333</b>		<b>\$295,783.92</b>

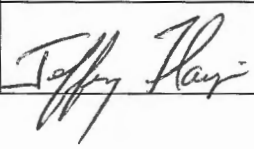
The Interlocal Cooperation Agreement contains sub-optimal release and indemnity provisions arising from the operation of and service rendered by a Wylie ambulance that carry a potential and unquantifiable economic impact to the City. The Fire Department acknowledges the issue but balances the tradeoff with the high certainty of execution regarding the timely dispatch and arrival of an ambulance. Life threatening, emergency medical events require prompt transport to an appropriate hospital and delays typically



experienced in seeking mutual aid ambulances from neighboring municipalities are avoided by use of the Wylie backup ambulance platform.

### **POSSIBLE ACTION**

Approve, Modify, Table or Deny.

Inter – Office Use			
<b>Approved by:</b>			
Department Head:	Chief Sheff by email	Date:	Wed 8/27/2014 11:12 AM
City Attorney:	Jim Shepherd by email	Date:	Tue 8/26/2014 5:25 PM
City Administrator:		Date:	8/29/14

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
EMERGENCY MEDICAL SERVICES COALITION**

This Agreement is made and entered into by and among County of Collin (“Collin County”), the City of Lavon, Texas (“Lavon”), the City of Parker, Texas (“Parker”), the Town of Saint Paul, Texas (“St. Paul”), and the City of Wylie, Texas (“Wylie”) each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the “Governmental Entities” or singularly as “Governmental Entity”) acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”) provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of the governmental entities under the terms of the Act; and

**WHEREAS**, the Governmental Entities desire to maximize the efficiency and effectiveness of emergency medical services by entering into an agreement to provide for regional emergency medical services; and

**WHEREAS**, the Governmental Entities intend to enter into this new Agreement to create the Coalition to provide for regional emergency medical services, rather than rely on a previous interlocal agreement which included other governmental entities; and

**WHEREAS**, the forming of a Coalition for the purposes of obtaining emergency medical services for all of the Governmental Entities will result in more efficient provision of services to each Governmental Entity.

**NOW THEREFORE**, in consideration of the foregoing and on the terms and conditions hereinafter set forth and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
PURPOSE**

1.1 The purpose of this Agreement is to create the Southeast Collin County EMS Coalition (“Coalition”) by and among the Governmental Entities for the purpose of contracting and/or providing for regional emergency medical services to the Governmental Entities.

## **ARTICLE II EMERGENCY MEDICAL SERVICES**

2.1 The Governmental Entities shall each designate a representative for the Coalition. The Coalition shall negotiate the terms of a contract for the provision of emergency medical services to all Governmental Entities in a manner consistent with this Agreement. The Coalition may also propose a contract for mutual aid amongst Governmental Entities, and compensation for services performed.

2.2 Any contract negotiated by the Coalition must be adopted and executed by the governing body of each Governmental Entity prior to becoming effective against any Governmental Entity.

2.3 All members agree to pay their part of the costs associated with running the back-up ambulances. The apportionment is derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity. The cost is to be paid to Wylie in quarterly installments. The costs allocated to each member are listed on Exhibit "A" attached hereto and incorporated as if fully set forth herein.

2.4 At all times while equipment and personnel of the Governmental Entities are traveling to, from, or within the territorial limits of any of the other Governmental Entities in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and course of duty of the Governmental Entity which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of such Governmental Entity.

2.5 In the event that any individual employee or representative of any of the Governmental Entities performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, or if a claim or demand for damages or liability is asserted against such individual arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the Governmental Entity where regularly employed. The benefits described in this paragraph shall be supplied by the Governmental Entities where the individual is regularly employed. However, in situations where any of the other Governmental Entities may be liable, in whole or in part, for the payment of damages, then such other Governmental Entities may intervene in such causes of action to protect its interest.

## **ARTICLE III FINANCIAL OBLIGATIONS**

3.1 The Governmental Entities represent and covenant that their respective financial obligations and liability arising herein, or as part of the Coalition, shall constitute operating

expenses of the Governmental Entities payable from funds annually budgeted and appropriated therefore.

3.2 Each Governmental Entity shall be responsible for a share of any financial obligation created by the Coalition and approved by all Governmental Entities, in a percentage equal to that Governmental Entity's population divided the total population of all Governmental Entities, as established by the 2000 U.S. Census.

#### **ARTICLE IV TERM**

4.1 The term of this Agreement shall be for one (1) year commencing on the last date all of the Governmental Entities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary date of the Effective Date thereafter, unless terminated by written agreement of all Governmental Entities.

4.2 Any one Governmental Entity may terminate its rights and obligations under this Agreement by giving one hundred eighty (180) days prior written notice to the other Governmental Entities. Any financial obligation or liability of a Governmental Entity arising from this Agreement, or any contract executed in connection with this Agreement shall survive termination of this Agreement.

#### **ARTICLE V RELEASE AND INDEMNIFICATION**

5.1 Each Governmental Entity hereto agrees to waive all claims against, release, and otherwise hold harmless the other Governmental Entities, their officers, agents and employees in both public and private capacities from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of services provided under this Agreement, including any acts or omissions of the parties respective officials, officers, agents or employees relating to or arising out of the performance of this Agreement, except when such claim or demand results from the intentional tort and/or gross negligence of a party hereto.

5.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless other Governmental Entities (innocent of any intentional tort or gross negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

5.3 The parties hereto agree to exercise their best efforts in the performance of the obligations of each party hereunder. Each party to this Agreement waives all claims against the

other party for any loss, damage, personal injury, or death occurring as a consequences of the performance of or failure to perform this Agreement. Nothing contained in the Agreement shall in any way be construed so as to confer any vested right or benefit to any third party not a party to this contract. Each party shall be solely responsible for any civil liability arising from furnishing or obtaining the fire protection services contemplated herein as fully as and to the same extent as that party would have been responsible in the absence of this Agreement, in accordance with Section 791.006, Texas Government Code, as amended.

5.4 It is expressly understood and agreed that, in the execution of this Agreement, none of the Governmental Entities waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Governmental Entities do not create any obligations express or implied, other than those set forth herein, and this Agreement, shall not create any rights in any parties not a signatory hereto. The remedies of any of the Governmental Entities hereto with respect to a claim against any of the other Governmental Entities hereto shall not be impaired by this Agreement when the claim does not arise from the services provided pursuant to this Agreement.

## **ARTICLE VI INSURANCE**

6.1 Each Governmental Entity shall maintain in full force and effect during the term of the Agreement, insurance for comprehensive bodily injury, death and property damage insuring and naming each Governmental Entity as an additional insured against all claims, demands, or actions relating to the Services with a minimum combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for injury to persons (including death) and for property damage or destruction.

## **ARTICLE VII DEFAULT**

7.1 In the event any of the Governmental Entities shall fail to perform any financial obligation hereunder, any one or more of non-defaulting Government Entities shall give written notice of such failure, and if the defaulting Government Entity has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Governmental Entities shall have the right to cure such failure and recover from the defaulting Governmental Entity the amount of money paid if any, by the non-defaulting Governmental Entity to cure such failure, with interest at the highest rate allowed by law.

7.2 In the event that the Coalition enters into an agreement on behalf of the Governmental Entities that exceeds a term of one year, a defaulting Governmental Entity's responsibility to cure shall remain until full expiration of the Agreement entered into by the Coalition and in such case, the non-defaulting Governmental Entities shall have the right to recover from the defaulting Governmental Entity all amounts necessary to cure the default.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Collin County, Texas.

8.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

Lavon: City of Lavon  
Attn: Mayor  
P.O. Box 340  
Lavon, Texas 75166

Parker: City of Parker  
Attn: Mayor  
5700 East Parker Road  
Parker, Texas 75002

St. Paul: Town of Saint Paul  
Attn: Mayor  
2505 Butscher's Block  
Saint Paul, Texas 75098

Wylie: City of Wylie  
Attn: Mindy Manson, City Manager  
2000 Highway 78  
Wylie, Texas 75098

Collin County: Collin County  
Attn: Judge Keith Self  
825 North MacDonald, #1B  
McKinney, TX 75069

Any party may, at anytime, by written notice to the other Governmental Entities, designate different or additional persons or different addresses for the giving of notices hereunder.

8.3 **Entire Agreement.** This Agreement is the entire agreement. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

8.4 **Amendment.** This Agreement may be amended by the written agreement of all parties hereto.

8.5 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

8.7 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

**EXECUTED** in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF LAVON, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorneys



**EXECUTED** in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF PARKER, TEXAS**

By: \_\_\_\_\_  
Print Name: Z Marshall  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Print Name: Carrie L. Smith  
Title: City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Print Name: James E. Shepherd  
Title: City Attorney

**EXECUTED** in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SAINT PAUL, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Attorneys

**EXECUTED** in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF WYLIE, TEXAS**

By: \_\_\_\_\_  
Eric Hogue, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carole Ehrlich, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Abernathy Roeder Boyd & Joplin P.C.  
Ryan Pittman, City Attorneys

**EXECUTED** in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
Keith Self, Judge

**ATTEST:**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney



## Council Agenda Item

Budget Account Code:	Meeting Date: August 19, 2014
Budgeted Amount:	Department/ Requestor: Water Department
Fund Balance-before expenditure:	Prepared by: J. Flanigan/J. Shepherd
Estimated Cost:	Date Prepared: August 11, 2014
Exhibits:	Ordinance

### AGENDA SUBJECT

APPROVAL OF ORDINANCE 713 AMENDING AND RESTATING ITS REGULATIONS REGARDING EMERGENCY WATER MANAGEMENT PLANS INTO CHAPTER 51 OF THE PARKER MUNICIPAL CODE OF ORDINANCES. [FLANIGAN]

### SUMMARY

Council tabled final format at the August 5, 2014 meeting, Mayor Pro Tem Levine requested additional language clarifying the week in which each address can water.

Modifying existing watering regulations to better monitor days and enforcement.

**On July 16 Council approved Ordinance 713 with amendments. Attached is the final form for your consideration.**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 713 AMENDING THE CITY WATER CONSERVATION PLAN. [FLANIGAN]

MOTION: Councilmember Taylor moved to approved Ordinance 713 subject to City Attorney Shepherd writing an amendment to page 2, *first sentence to read unless notified by the City that it is once every two weeks...* with a footnote of places to find the notice. Councilmember Standridge seconded with Councilmembers Stone, Standridge, Pettie and Taylor voting for. Levine opposed. Motion carried 4-1.

### POSSIBLE ACTION

Approve, Table

Inter - Office Use

**Approved by:**

Department Head/  
Requestor:

Date:

City Attorney:

Date:

City Administrator:

*Terry Ray*

Date:

*8/29/14*

## ORDINANCE NO. 713

*(Consolidated Emergency Water Management Regulations)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AMENDING AND RESTATING ITS REGULATIONS REGARDING EMERGENCY WATER MANAGEMENT PLANS INTO CHAPTER 51 OF THE PARKER MUNICIPAL CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, drought conditions in North Texas have resulted in diminished water supplies for the use of residents of the City of Parker, Texas, and the surrounding cities; and

**WHEREAS**, the City of Parker has previously enacted ordinances within Chapter 51 of the Parker Municipal Code of Ordinances (the “Municipal Code”) regulating water preservation and conservation plans; and

**WHEREAS**, the City of Parker has also adopted the model water conservation and drought contingency and water emergency response plan proposed by the North Texas Municipal Water District; and

**WHEREAS**, the City of Parker is a Customer City of the North Texas Municipal Water District; and

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas has determined that further modification to Chapter 51 of the Municipal Code is necessary as a result of the continuing drought existing in North Texas; and

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

**SECTION 1.** The Model Water Conservation and Drought Contingency and Water Emergency Response Plan (the “Model Plan”) of the North Texas Municipal Water District was approved by the City Council by Resolution No. 2011-346 effective the 11th day of August, 2011, (the “NTMWD Plan”).

**SECTION 2.** Specific provisions of the NTMWD Plan will be adopted by this Ordinance as specific replacements to existing provisions of Chapter 51 of the Municipal Code, as follows:

- A. § 51.77 entitled *Plan Stages: Restrictions* is repealed, and replaced with the following:

**“§51.77 LANDSCAPE AND OUTDOOR WATERING**

(A) Landscape and outdoor watering as defined below in this Chapter are limited to the following addresses on the following days. Watering may take place once every week under the Stage 3 Restrictions.

<i>Last Digit of Address</i>	<i>Allowed Landscape Water Days</i>
0 or 9	Monday
1 or 8	Tuesday
2 or 7	Wednesday
3 or 6	Thursday
4 or 5	Friday
No outdoor watering on Saturday or Sunday	

(B) In the event NTMWD determines landscape watering should be modified and reduced to once per every two weeks, notice of that requirement and a calendar showing watering weeks will be posted on the City website. Additional notice may be mailed to Parker water customers. The calendar will start each calendar year the first week in May, example shown below. A property owner with an address ending in 0 or 9 would comply with the once every two weeks schedule in the example calendar below by watering on Monday the 5<sup>th</sup>, and/or Monday the 19<sup>th</sup>. There would be no outdoor watering at that address on any other day in May in the example given below.

May 2014						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

The criteria for the modified schedule from once a week to once per every two weeks is shown below in Section 3, Stage 3.



(C) The following provisions of sections 11.4 through 11.9 of the NTMWD Model Plan are modified, adopted and incorporated within this Ordinance. Definitions are as follows:

“City” means the City of Parker;

“NTMWD” means the North Texas Municipal Water District.

**(D) Provisions for Continuing Public Education and Information**

The City may inform and educate the public about the drought contingency and water emergency response plan by the following means:

1. Preparing a bulletin describing the plan and making it available at city hall and other appropriate locations.
2. Making the plan available to the public through the City’s web site.
3. Including information about the drought contingency and water emergency response plan on the City’s web site.
4. Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency and water emergency response plan (usually in conjunction with presentations on water conservation programs).

At any time that the drought contingency and water emergency response plan is activated or the drought stage or water emergency response stage changes, the City may notify local media of the issues, the drought response stage or water emergency response stage (if applicable), and the specific actions required of the public. The information may also be publicized on the City’s web site (if available). Billing inserts will also be used as appropriate.

**(E) Initiation and Termination of Drought or Water Emergency Response Stages**

1. Initiation of a Drought or Water Emergency Response Stage

The City Administrator, Mayor or official designee may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought or water emergency response stage is initiated:

- (a) The public will be notified through local media and the City’s web site.
- (b) If any mandatory provisions of the drought contingency and water emergency response plan are activated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

Drought contingency/water emergency response stages imposed by NTMWD action must be initiated by the City. For other trigger conditions internal to a city or water supply entity, the City Administrator, Mayor, or official designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

## 2. Termination of a Drought/Water Emergency Response Stage

The City Administrator, Mayor, or official designee may order the termination of a drought or water emergency response stage when the conditions for termination are met or at their discretion. The following actions will be taken when a drought or emergency response stage is terminated:

- (a) The public will be notified through local media and the City's web site.
- (b) Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax.
- (c) If any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

The City Administrator, Mayor, or official designee may decide not to order the termination of a drought or water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

## (F) **Drought Contingency and Water Emergency Response Stages and Measures**

### (1) **Stage 1**

#### (a) Initiation and Termination Conditions for Stage 1

- 1. The NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:
  - i. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
  - ii. Water demand is projected to approach the limit of the permitted supply.

- iii. The storage in Lavon Lake is less than 65 percent of the total conservation pool capacity.
  - iv. NTMWD's storage in Jim Chapman Lake is less than 65 percent of NTMWD's total conservation pool capacity.
  - v. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
  - vi. NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 6 months.
  - vii. NTMWD water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
  - viii. Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.
  - ix. NTMWD's supply source becomes contaminated.
  - x. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- 2. The City's water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
  - 3. The City's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
  - 4. The supply source becomes contaminated.
  - 5. The City's water supply system is unable to deliver water due to the failure or damage of major water system components.
  - 6. The City's individual plan, if adopted, may be implemented if other criteria dictate.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

(b) Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought or water emergency problems. The goal for water use reduction under Stage 1 is a two percent reduction in the amount of water produced by NTMWD. The City Administrator, Mayor, or official

designee may order the implementation of any of the actions listed below, as deemed necessary:

1. Request voluntary reductions in water use by the public and by wholesale customers.
2. Notify wholesale customers of actions being taken and request implementation of similar procedures.
3. Increase public education efforts on ways to reduce water use.
4. Review the problems that caused the initiation of Stage 1.
5. Intensify efforts on leak detection and repair.
6. Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
7. Notify major water users and work with them to achieve voluntary water use reductions.
8. Reduce city government water use for landscape irrigation.
9. Ask the public to follow voluntary landscape watering schedules.

**(2) Stage 2**

**(c) Initiation and Termination Conditions for Stage 2**

1. The NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:
  - i. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
  - ii. Water demand is projected to approach the limit of the permitted supply.
  - iii. The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
  - iv. NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.
  - v. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.

- vi. NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 3 months.
  - vii. NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
  - viii. NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
  - ix. NTMWD's supply source becomes contaminated.
  - x. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- 2. The City's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
  - 3. The City's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
  - 4. The supply source becomes contaminated.
  - 5. The City's water supply system is unable to deliver water due to the failure or damage of major water system components.
  - 6. The City's individual plan may be implemented if other criteria dictate.

Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

(d) Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a five percent reduction in the amount of water produced by NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for greater water use reduction. The City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

- 1. Continue or initiate any actions available under Stage 1.
- 2. Notify wholesale customers of actions being taken and request them to implement similar procedures.

3. Initiate engineering studies to evaluate alternatives should conditions worsen.
4. Further accelerate public education efforts on ways to reduce water use.
5. Halt non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
6. Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
7. **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems to no more than two days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions to the number of days per week of operation.
8. **Requires Notification to TCEQ** – Restrict landscape and lawn irrigation from 10 AM to 6 PM beginning April 1 through October 31 of each year.
9. **Requires Notification to TCEQ** – Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

(3) **Stage 3**

(a) Initiation and Termination Conditions for Stage 3

1. The NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:
  - i. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
  - ii. Water demand is projected to approach or exceed the limit of the permitted supply.
  - iii. The storage in Lavon Lake is less than 45 percent of the total conservation pool capacity.
  - iv. NTMWD's storage in Jim Chapman Lake is less than 45 percent of NTMWD's total conservation pool capacity.

- v. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3.)
  - vi. The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.
  - vii. NTMWD water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
  - viii. NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
  - ix. NTMWD's supply source becomes contaminated.
  - x. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
1. The City's water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
  2. The City's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
  3. The supply source becomes contaminated.
  4. The City's water supply system is unable to deliver water due to the failure or damage of major water system components.
  5. The City's individual plan may be implemented if other criteria dictate.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

(b) Goals for Use Reduction and Actions Available under Stage 3

"The goal for water use reduction under Stage 3 is a reduction of ten percent in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for a greater water use reduction.

The City Administrator, Mayor, or official designee must implement any action(s) required by NTMWD. In addition, the City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements

on customers. The City must notify TCEQ and NTMWD within five business days if these measures are implemented:

1. Continue or initiate any actions available under Stages 1 and 2.
2. Notify wholesale customers of actions being taken and request them to implement similar procedures.
3. Implement viable alternative water supply strategies.
4. **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
  - i. Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
  - ii. Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
  - iii. Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
  - iv. Prohibit using water in such a manner as to allow runoff or other waste.
5. **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. Exceptions are as follows:
  - i. Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
  - ii. Golf courses may water greens and tee boxes without restrictions.
  - iii. Public athletic fields used for competition may be watered twice per week.
  - iv. Locations using other sources of water supply for irrigation may irrigate without restrictions.
  - v. Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
6. **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from



the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion.

7. **Requires Notification to TCEQ** – Prohibit hydroseeding, hydromulching, and sprigging.
8. **Requires Notification to TCEQ** – Existing swimming pools may not be drained and refilled (except to replace normal water loss).
9. **Requires Notification to TCEQ** - Initiate a rate surcharge as requested by NTMWD.
10. **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
11. **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to the City, impose the same percent reduction on wholesale customers.
12. **Requires Notification to TCEQ** – Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

(4) **Stage 4**

(a) Initiation and Termination Conditions for Stage 4

The NTMWD has initiated Stage 4, which may be initiated due to one or more of the following:

- i. The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 4.
- ii. Water demand is projected to approach or exceed the limit of the permitted supply.
- iii. The storage in Lavon Lake is less than 35 percent of the total conservation pool capacity.
- iv. NTMWD's storage in Jim Chapman Lake is less than 35 percent of NTMWD's total conservation pool capacity.
- v. The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Severe drought or Emergency.
- vi. The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.

- vii. NTMWD water demand exceeds the amount that can be delivered to customers.
  - viii. NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
  - ix. NTMWD's supply source becomes contaminated.
  - x. NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
1. City's water demand exceeds the amount that can be delivered to customers.
  2. City's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
  3. Supply source becomes contaminated.
  4. City's water supply system is unable to deliver water due to the failure or damage of major water system components.
  5. City's individual plan may be implemented if other criteria dictate.

Stage 4 may terminate when NTMWD terminates its Stage 4 condition or when the circumstances that caused the initiation of Stage 4 no longer prevail.

(b) Goals for Use Reduction and Actions Available under Stage 4

The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary in the amount of water obtained from NTMWD. If circumstances warrant or if required by NTMWD, the City Administrator, Mayor, or official designee can set a goal for a greater water use reduction.

The City Administrator, Mayor, or official designee must implement any action(s) required by NTMWD. In addition, the City Administrator, Mayor, or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on the City. The City must notify TCEQ and NTMWD within five business days if these measures are implemented.

1. Continue or initiate any actions available under Stages 1, 2, and 3.
2. Notify wholesale customers of actions being taken and request them to implement similar procedures.
3. Implement viable alternative water supply strategies.

4. **Requires Notification to TCEQ** – Prohibit the irrigation of new landscaping using treated water.
5. **Requires Notification to TCEQ** – Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
6. **Requires Notification to TCEQ** – Prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system. ET/Smart irrigation systems are not exempt from this requirement.
7. **Requires Notification to TCEQ** – Prohibit golf course watering with treated water except for greens and tee boxes.
8. **Requires Notification to TCEQ** – Prohibit the permitting of private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
9. **Requires Notification to TCEQ** – Require all commercial water users to reduce water use by a percentage established by the City Administrator, Mayor, or official designee.
10. **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to the City, impose the same percent reduction on wholesale customers.
11. **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over normal rates for all water use.

**(G) Procedures for Granting Variances to the Plan**

The City Administrator, Mayor, or official designee may grant temporary variances for existing water uses otherwise prohibited under this drought contingency and water emergency response plan if one or more of the following conditions are met:

1. Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
2. Compliance with this plan cannot be accomplished due to technical or other limitations.
3. Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Administrator, Mayor, or official designee. All petitions for variances should be in writing and should include the following information:

4. Name and address of the petitioners
5. Purpose of water use
6. Specific provisions from which relief is requested
7. Detailed statement of the adverse effect of the provision from which relief is requested
8. Description of the relief requested
9. Period of time for which the variance is sought
10. Alternative measures that will be taken to reduce water use
11. Other pertinent information.

**(H) Procedures for Enforcing Mandatory Water Use Restrictions**

Mandatory water use restrictions may be imposed in Stage 2, Stage 3 and Stage 4 drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions will be determined by each entity.

Appendix G contains potential ordinances, resolutions, and orders that may be adopted by the city council, board, or governing body approving the drought contingency plan and water response plan, including enforcement of same.

**(I) Coordination with the Regional Water Planning Groups**

Appendix F includes a copy of a letter sent to the Chair of the Region C water planning group with this model drought contingency and water emergency response plan.

The Cities will send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The City will also send the final ordinance(s) or other regulation(s) to NTMWD.

**SECTION 3.** Should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Municipal Code, as amended, as a whole.

**SECTION 4.** All provisions of the ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other

provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Municipal Code of the City of Parker, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of \$500.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 6.** In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the City of Parker for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the City Secretary.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the Parker City Council.

APPROVED:

\_\_\_\_\_  
Z Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Carrie Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>September 16, 2014</b>	<b>Backup due to the City Secretary by September 8, 2014</b>		
September 16, 2014	Department Reports	Various Departments	
September 16, 2014	vote on proposed 2014-2015 FY budget		
September 16, 2014	<b>vote on tax rate</b>		<b>must have super majority</b>
September 16, 2014	public hearing on Haynes annex request		
TBD	RENEWAL OF GCEC FRANCHISE	SHEPHERD	
TBD	Oncor Franchise Renewal	SHEPHERD	emailed to Jim July 11.
<b>October 6, 2014</b>	<b>Special Meeting – Review Personnel</b>		
<b>10/7/2014 - National Night Out</b>	<b>Canceled</b>		

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>October 21, 2014</b>	<b>Backup due to the City Secretary by October 13, 2014</b>		
October 21, 2014	P&R quarterly report	Parks and Rec	REQUIRED - DO NOT REMOVE FROM THIS AGENDA PER JEFF.
October 21, 2014	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
October 21, 2014	Department Reports	Various Departments	
October 21, 2014	Vote on Annexation for Haynes		
TBD	Public hearing on Comp Plan Ordinance	Levine	
TBD	Support of a bill to eliminate publishing notices in the local newspapers and utilizing the website only.	Marshall	Currently waiting for a resolution and more information to present from TML.
<b>11/4/2014 - ELECTION DAY</b>	<b>Backup due to the City Secretary by October 27, 2014</b>		
<b>November 18, 2014</b>	<b>Backup due to the City Secretary by November 10, 2014</b>		
November 18, 2014	Board Appointments	Ordinance	Annual - Terms expire November 30
November 18, 2014	Department Reports	Various Departments	
November 8, 2014	Review Park and Recs Commission	Marshall	
<b>December 2, 2014</b>	<b>Backup due to the City Secretary by FRIDAY, NOVEMBER 21, 2014 - due to holiday</b>		