



**AGENDA**  
**CITY COUNCIL MEETING**  
**FEBRUARY 16, 2016 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, February 16, 2016 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

**CALL TO ORDER – Roll Call and Determination of a Quorum**

**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.

1. APPROVAL OF MEETING MINUTES FOR NOVEMBER 10, 2015. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR JANUARY 19, 2016. [SCOTT GREY]
3. DEPARTMENT REPORTS - BUILDING, COURT, FIRE, POLICE AND WEBSITE
4. ACCEPTING THE 2015 RACIAL PROFILING REPORT. [RUSHING]

**INDIVIDUAL CONSIDERATION ITEMS**

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 733 CALLING AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; APPOINTING AN EARLY VOTING CLERK, AN ELECTION JUDGE, AN ALTERNATE JUDGE, AUTHORIZING THE MAYOR TO EXECUTE A GENERAL

ALTERNATE JUDGE, AUTHORIZING THE MAYOR TO EXECUTE A GENERAL ELECTION CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; AND PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION. [SHEPHERD]

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2016-502 TRASH CONTRACT. [SHEPHERD]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT FOR KINGS CROSSING 3. [FLANIGAN] [Tabled – 02022016]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT FOR RESERVE OF SOUTHRIDGE. [FLANIGAN]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CHANGING THE MARCH 1, 2016 CITY COUNCIL MEETING, DUE TO MARCH 1, 2016 PRIMARY ELECTIONS DAY. [MARSHALL]

## ROUTINE ITEMS

10. UPDATE ON UTILITY BILLING [BOYD]

11. FUTURE AGENDA ITEMS

**EXECUTIVE SESSION** Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

- a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, compensation, and/or duties, of the supervisory officials of the Police Department

13. RECONVENE REGULAR MEETING.

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

15. ADJOURN

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

I certify that this Notice of Meeting was posted on or before February 12, 2016 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).

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Date Notice Removed

Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date: February 16, 2016
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: February 10, 2016
Exhibits:	1. Proposed Minutes

**AGENDA SUBJECT**

APPROVAL OF MEETING MINUTES FOR NOVEMBER 10, 2015. [SCOTT GREY]

**SUMMARY**

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

**POSSIBLE ACTION**

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	2/12/16
City Attorney:		Date:	
City Administrator:		Date:	2/12/16

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

**November 10, 2015**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

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

Mayor Marshall called the meeting to order at 3:00 p.m. Council members Levine, Pettle, Standridge, Stone, and Taylor were present.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Jim Shepherd, Fire Chief Mike Sheff, Police Chief Bill Rushing, Sergeant John Paul, Captain Kenneth Price, and Firefighter Mark Barnaby

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Sergeant Paul led the pledge.

TEXAS PLEDGE: Captain Price led the pledge.

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

No comments

**INDIVIDUAL CONSIDERATION ITEMS**

Mayor Marshall noted tonight's agenda was very short and the order was reversed.

**1. APPROVAL OF MEETING MINUTES FOR OCTOBER 20, 2015.**

**MOTION:** Councilmember Standridge moved to approve the October 20, 2015 regular meeting minutes as presented. Councilmember Levine seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

**2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON APPOINTING AN ENGINEER REVIEW COMMITTEE TO REVIEW AND MAKE RECOMMENDATIONS TO COUNCIL. [FLANIGAN]**

**MOTION:** Councilmember Pettle moved to approve and move forward with the appointment of an Engineering Review Committee, consisting of Mayor Z Marshall, Councilmember Stone, City Administrator Jeff Flanigan, and Parker Citizen James Threadgill, with City Attorney Jim Shepard attending as legal counsel. Councilmember Standridge seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

### 3. FUTURE AGENDA ITEMS

Mayor Marshall asked if there were any items to be added to the future agenda. He noted the next regularly scheduled City Council meeting would be Tuesday, November 17, 2015. Councilmember Stone asked that Outdoor Alert System be added to the future agenda items.

## WORK SESSION

### 4. 2015-2016 ANNUAL PLANNING SESSION

Mayor Marshall announced the 2015-2016 Annual Planning Session would go for a couple hours until about 5:00 p.m. and then City Council and Staff would take a short break and then continue.

#### a. POLICE

Police Chief Rushing recognized Police Officers, Sergeant John Paul and Captain Kenneth Price, for their recent promotions and expressed his appreciation to City Council and Staff for attending the Parker Police Department Promotion Ceremony/Reception, Thursday, October 22, 2015 at Victory Church. The Chief then reviewed a PowerPoint presentation, stating the Police Department's future growth depended on strategic planning of its development and growth. He reviewed several 2014 concerns such as the Police Building, Radio/Infrastructure, and Communications/Dispatch. He also discussed new projects, use of body cameras, records management systems, and computer aided dispatch. His recommendation to City Council was to establish the industry standard and connectivity to the City of Parker's Police Department and Fire Department by approving a consultant for a needs assessment of records management for both Police and Fire; review the needs assessment findings; and finally to have the consultant write a request for proposal (RFP) for the findings. (See Exhibit 1.)

Mayor Marshall recapped by stating the most immediate issues for our long term plan would be the records management systems and a new facility. The Computer Aided Dispatch (CAD) for the police vehicles and body cameras would be something Council needed to look at next business cycle.

#### b. FIRE

Fire Chief Sheff highlighted his main concerns, which were infrastructure, staffing, and records management system compliance with the Texas Fire Commission. He

recommended the City consider a staffing assessment and spoke briefly about the City's Insurance Service Organization (ISO) rating. Mayor Marshall asked about fire equipment. Chief Sheff said the equipment was good for the short term; although the Sports Utility Vehicle (SUV) needed replacing.

Mayor Marshall recapped by stating the Fire Chief's primary focus was on staffing needs. City Council asked the Chief to get proposals for consultants to help Council with that process. The Chief received two proposals and he provided us with copies yesterday. The most immediate need from an equipment perspective would be a small vehicle. The ladder truck was good for another ten (10) years; Pumper No. 1 was good for ten (10) more years; the 1995 Pumper was approximately twenty (20) years old and Chief said it was good for another five (5) years, without moving into full time EMS at this time. We have sufficient EMS coverage through the City of Wylie. The City's other fire equipment would good for another five (5) years. Chief Sheff said the City did not need new rescue equipment.

#### c. PUBLIC WORKS/WATER

The Mayor announced we would probably take a break after this item.

City Administrator Flanigan said he asked Mr. John Birkhoff, our Municipal Engineer, to cover drainage and street issues, and our water system. After that he would give a brief update on Administration and other topics. Mr. Flanigan immediately turned the meeting over to Mr. Birkhoff. Mr. Birkhoff reviewed several drainage, street, and water projects the City had underway, including Allen Heights, Springhill Estates, and Moss Ridge. He then gave City Council a handout and spoke briefly about the Water District System Master Plan and the City of Parker's future needs in regard to water tanks and pump stations. (See Exhibit 2.) Mr. Birkhoff noted sustainable reduction in gallons of water usage per capita would buy the City time and he also mentioned the possible use of impact fees as a source to pay for the City's needs.

Mayor Marshall recapped by stating as far as drainage concerns Allen Heights/Springhill Estates needed to be addressed immediately and the drainage issues on the south side of Moss Ridge needed to be addressed fairly quickly. The City would add two (2) lanes to Allen Heights/Springhill this budget year, with bids going out in January (2016). The City had issues on Dublin Road and Springhill south from Chaparral Road to Parker Road. For our Water Distribution System, we had some major issues facing us in the next 4-5 years, primarily with a new ground storage facility, meter stations, ground tanks, pumps, etc. for approximately eight (8) million dollars, based on calculation projections and the Water Distribution System Master Plan.

Mayor Marshall announced we would break for a few minutes then continue with "General Government" concerns.

#### d. GENERAL GOVERNMENT

City Administrator Flanigan reviewed drainage/road improvements concerns and briefly talked about weather station ideas, need for a new city building, and impact fees. He recommended using bond monies for the drainage/road improvements and

asphalt overlay or asphalt mix for Springhill Estates to extend the life another 8-10 years before going to concrete. He said the Water District was contacted and between that and the Water Rate Subcommittee meetings we learned there was an organization called "Water My Yard", which if we have a weather station our citizens could log onto that website, tell what kind of irrigation they had, and get weekly emails or weekly text messages, based on weather data in the City of Parker on how much water they needed. That cost would be approximately \$6,000 along with some other setup fees.

City Attorney Shepherd said if the City Council would like to know more about Impact Fees and transferring costs he would be happy to explain in more depth. He spoke about Capital Projects, debt service, and sources of revenue.

City Administrator Flanigan said he would put a few items such as road projects and the weather station on the future agenda items.

Mayor Marshall recapped by stating City Council may be looking at water impact fees, drainage, roads, and perhaps a weather station in the near future. He thanked Councilmember Stone for the weather station information and asked him to distribute the information he had. The Mayor spoke briefly about Home Rule and then went back to item 5 on the agenda.

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

5. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. Government Code Section 551.071-551.072 - Deliberation and confidential legal advice regarding potential eminent domain proceedings for right of way needed for Allen Heights Road, and related easements.

Mayor Marshall recessed the regular meeting to Executive Session at 6:00 p.m.

**6. RECONVENE REGULAR MEETING.**

Mayor Marshall reconvened the meeting at 7:09 p.m.

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

Action/No action was taken.

**8. ADJOURN**

Mayor Marshall adjourned the meeting at 7:09 p.m.

APPROVED:

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**Mayor Z Marshall**

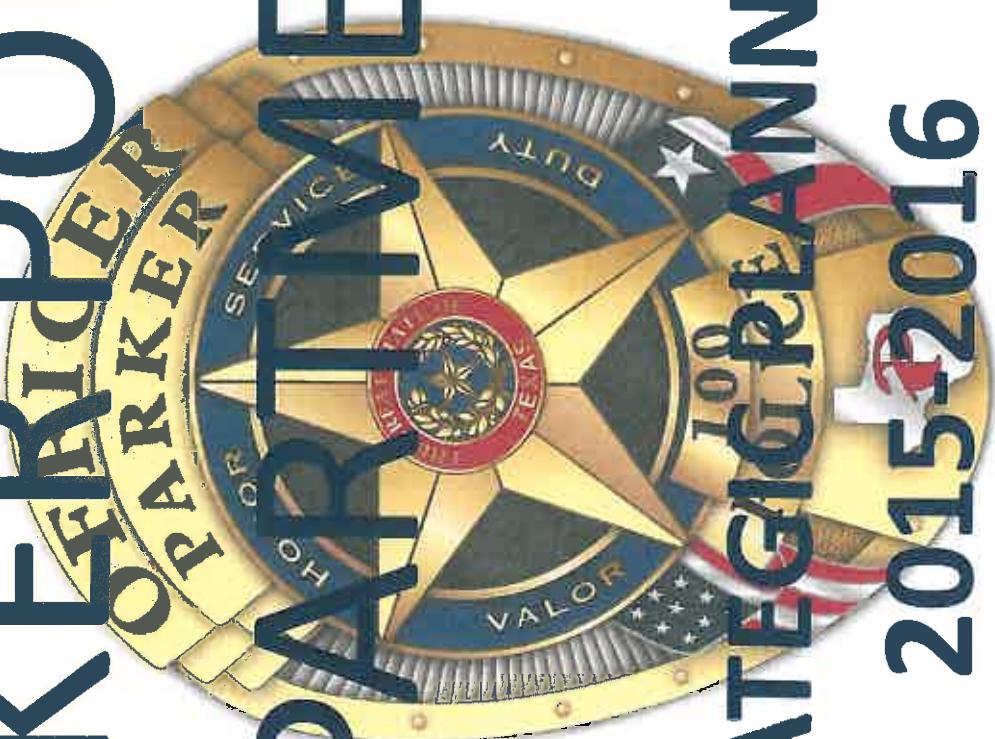
ATTESTED:

Approved on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2015

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**Patti Scott Grey, City Secretary**

**PARKER POLICE  
DEPARTMENT**



The seal of the Parker Police Department is circular. It features a five-pointed star in the center, with the words "DUTY", "SERVICE", "HONOR", "FAITH", and "VALOR" inscribed along the points. The star is set against a background of a map of the United States. The outer ring of the seal contains the words "PARKER POLICE DEPARTMENT" in a circular pattern. The entire seal is gold and blue.

**STRATEGIC PLANNING  
2015-2016**

# PURPOSE

In order to continue MOVING FORWARD, we are again this year seeking approval for Development / Growth of your Police Department through Strategic Planning.

# AT A GLANCE

## RECAP 2014

- I. POLICE BUILDING**
  - Still On-Going Need
- II. RADIO / INFRASTRUCTURE**
  - Approved / Completed 2014-2015 Cycle
- III. Communications / Dispatch**
  - Approved / Completed 2014-2015 Cycle

# **POLICE BUILDING**

## **None Conducive to Law Enforcement Use**

### **Examples**

- **Lacks Security / Integrity – Space should not be shared with Non-Law Enforcement Functions**
- **Building Currently has no Emergency Generator System or Protection from an Electrical Storm**
- **Records - No room for expansion / Should be controlled access**
- **Does not support Components of a Basic Law Enforcement Building**

# MOVING FORWARD

## NEW PROJECTS FOR APPROVAL

### BODY CAMERA'S

- I.
  - Selection Process of Camera
  - Officer's Responsibilities
  - Department Requirements and Responsibilities
- II. **RECORDS MANAGEMENT SYSTEM**
  - Current System – Approximately 12-14 years old
  - Non-User Friendly
  - Unable to generate Report(s) or Trend(s)
- III. **COMPUTER AIDED DISPATCH**
  - New Program for Department
  - Will Connect from Dispatch to each Patrol Vehicle
  - Initial Cost – Equipment, License(s)
  - Reoccurring cost for O & M yearly
  - Connectivity to RMS

# BODY CAMERAS

Some Examples Available to Law Enforcement



# BODY CAMERAS

## Examples of Cost – Not Including Storage

- Camera's Range between \$400.00 and \$1000.00 per unit
- Storage cost vary depending on Device and Services

# Records Management System

## RMS needs Ability to Interact with all functions of Law Enforcement

- Hardware and Software to make it work
- Should be adaptable for next ten (10) years
- Must have connectivity to Patrol, CID, Records, Property & Evidence, Administration and CAD System
- Examples of usages:
  - Officer does report in field / Downloads Automatically
  - Track to and from Property and Evidence
  - Crime Trends
  - Traffic Related Trends
  - Work Load Analysis
  - Racial Profiling
  - Juvenile Issues

# COMPUTER AIDED DISPATCH

**Examples of Cost in 2014 to set up four (4) Vehicle:**

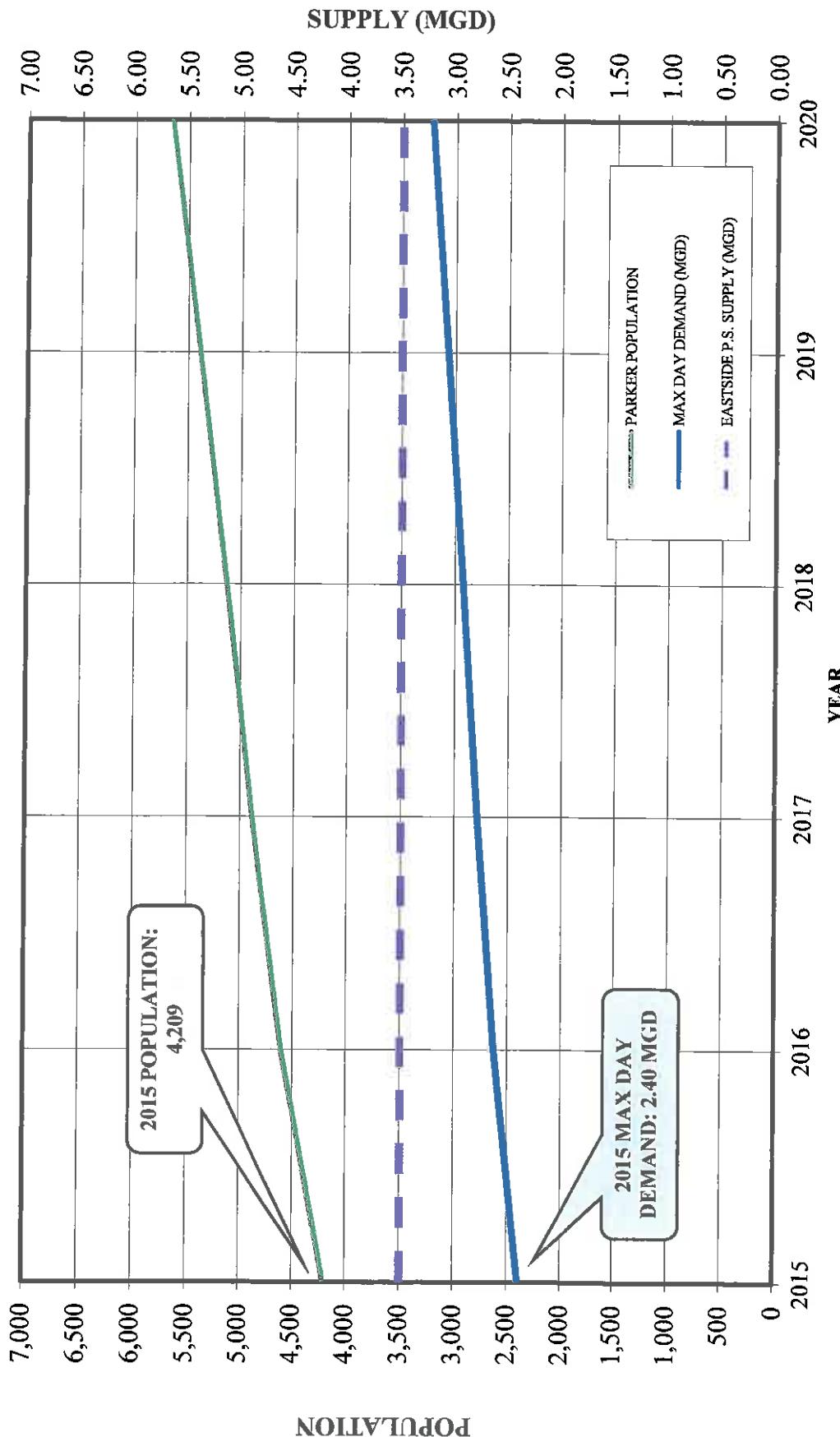
- Initially \$4000.00 per Unit set up
- 2<sup>nd</sup> Year – Annually **\$3000.00** (Software Support)
  - Plus \$500.00 Per Unit Licensing
- **Above cost does not include Computers / Installation or the O&M pertaining to the vehicles**

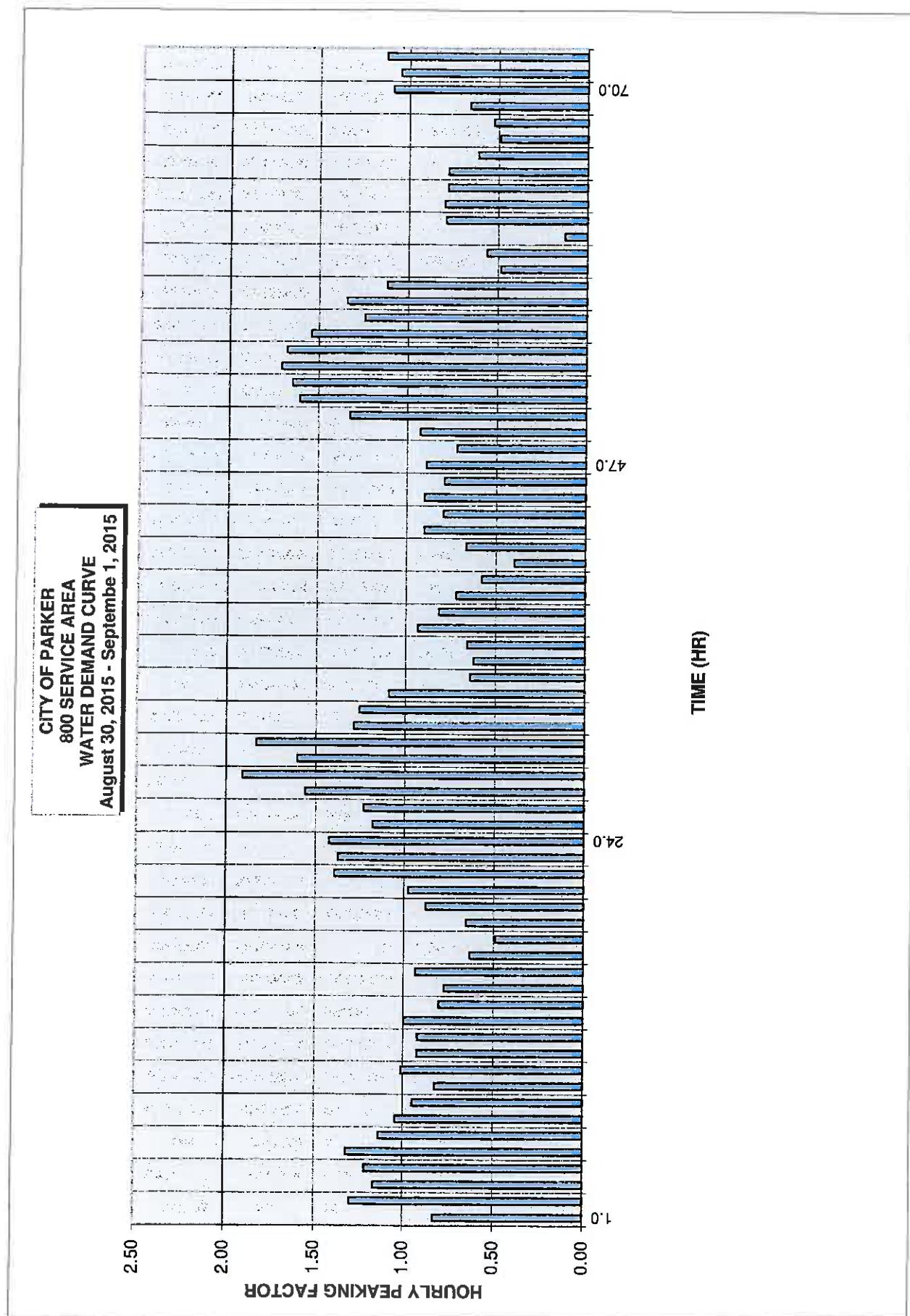
# RECOMMENDATIONS

**Approval of the Honorable Mayor and Council to establish the Industry Standard and Connectivity to the City of Parker's Police Department and Fire Department by:**

1. **Approving a Consultant for a Needs Assessment of Records Management for both Police and Fire**
2. **Review results of Needs Assessment for findings**
  - Demo RMS
  - Demo CAD in Unit
3. **At the direction of the Honorable Mayor and Council, commission the Consultant to do/write an RFP for the findings of the Needs Assessment**

## CITY OF PARKER MAX DAY DEMANDS WATER SUPPLY





**TABLE 1: CITY OF PARKER - DEMAND RESULTS FOR THE 800 SERVICE AREA**  
August 30 - September 1, 2015

DATE	Time (hr)	Total Hourly Pumpage (GAL)	Volume into Elev. Storage (GAL)	Volume out of Elev. Storage (GAL)	Difference Between Vol. Into Elev. Stor. & Out of Elev Storage (GAL) (+) Represents Refill Deficiency	Net System Demand (GAL)	Net System Demand (gal/day)	HOURLY PEAKING FACTOR
Sunday, Aug. 30, 2015	0:00	70,833.3	0.0	0.0		70,833.3	1,700,000.0	0.83
	1:00	89,583.3	0.0	21,181.2		110,764.5	2,658,348.8	1.30
	2:00	89,583.3	0.0	9,950.4		99,533.7	2,388,809.6	1.17
	3:00	88,750.0	0.0	15,081.1		103,831.1	2,491,946.4	1.22
	4:00	91,666.7	0.0	21,144.8		112,811.5	2,707,475.2	1.32
	5:00	88,750.0	0.0	8,249.9		96,999.9	2,327,997.6	1.14
	6:00	91,666.7	(2,803.4)	0.0		88,863.3	2,132,718.4	1.04
	7:00	91,666.7	(10,732.7)	0.0		80,934.0	1,942,415.2	0.95
	8:00	88,750.0	(18,501.7)	0.0		70,248.3	1,685,959.2	0.82
	9:00	88,750.0	(2,487.6)	0.0		86,262.4	2,070,297.6	1.01
	10:00	88,750.0	(9,950.4)	0.0		78,799.6	1,891,190.4	0.92
	11:00	88,541.7	(9,950.4)	0.0		78,591.3	1,886,190.4	0.92
	12:00	87,500.0	(2,487.6)	0.0		85,012.4	2,040,297.6	1.00
	13:00	70,833.3	(2,336.7)	0.0		68,496.6	1,643,919.2	0.80
	14:00	70,833.3	(4,673.4)	0.0		66,159.9	1,587,838.4	0.78
	15:00	75,000.0	0.0	4,673.4		79,673.4	1,912,161.6	0.94
	16:00	75,000.0	(21,030.3)	0.0		53,969.7	1,295,272.8	0.63
	17:00	73,750.0	(31,738.5)	0.0		42,011.5	1,008,276.0	0.49
	18:00	73,750.0	(17,912.0)	0.0		55,838.0	1,340,112.0	0.66
	19:00	75,000.0	0.0	0.0		75,000.0	1,800,000.0	0.88
	20:00	75,000.0	0.0	8,079.5		83,079.5	1,993,908.0	0.98
	21:00	77,083.3	0.0	41,571.0		118,654.3	2,847,704.0	1.39
	22:00	93,750.0	0.0	23,367.0		117,117.0	2,810,808.0	1.37
	23:00	93,750.0	0.0	27,519.1		121,269.1	2,910,458.4	1.42
<b>TOTAL</b>		<b>1,998,541.7</b>	<b>(134,604.7)</b>	<b>180,817.4</b>	<b>-46,212.7</b>	<b>DAILY DEMAND 2,044,754.4</b>		
Monday, Aug. 31, 2015	0:00	94,583.3	0.0	23,787.9		118,371.2	2,840,909.6	1.18
	1:00	95,416.7	0.0	28,034.0		123,450.7	2,962,816.0	1.23
	2:00	95,416.7	0.0	60,872.0		156,288.7	3,750,928.0	1.56
	3:00	96,875.0	0.0	94,287.0		191,162.0	4,587,888.0	1.91
	4:00	97,916.7	0.0	62,858.0		160,774.7	3,858,592.0	1.60
	5:00	136,458.3	0.0	47,143.5		183,601.8	4,406,444.0	1.83
	6:00	135,416.7	(6,285.8)	0.0		129,130.9	3,099,140.8	1.29
	7:00	135,416.7	(9,428.7)	0.0		125,988.0	3,023,711.2	1.26
	8:00	134,583.3	(25,143.2)	0.0		109,440.1	2,626,563.2	1.09
	9:00	133,333.3	(69,143.8)	0.0		64,189.5	1,540,548.8	0.64
	10:00	93,750.0	(31,429.0)	0.0		62,321.0	1,495,704.0	0.62
	11:00	94,375.0	(28,286.1)	0.0		66,088.9	1,586,133.6	0.66
	12:00	93,750.0	0.0	0.0		93,750.0	2,250,000.0	0.94
	13:00	94,375.0	(12,571.6)	0.0		81,803.4	1,963,281.6	0.82
	14:00	94,375.0	(22,000.3)	0.0		72,374.7	1,736,992.8	0.72
	15:00	95,208.3	(37,125.6)	0.0		58,082.7	1,393,985.6	0.58
	16:00	91,666.7	(51,780.4)	0.0		39,886.3	957,270.4	0.40
	17:00	93,333.3	(26,431.0)	0.0		66,902.3	1,605,656.0	0.67
	18:00	92,916.7	(2,487.6)	0.0		90,429.1	2,170,297.6	0.90
	19:00	89,583.3	(9,950.4)	0.0		79,632.9	1,911,190.4	0.79
	20:00	92,916.7	(2,487.6)	0.0		90,429.1	2,170,297.6	0.90
	21:00	89,166.7	(9,950.4)	0.0		79,216.3	1,901,190.4	0.79
	22:00	91,666.7	(2,336.7)	0.0		89,330.0	2,143,919.2	0.89
	23:00	93,333.3	(21,030.3)	0.0		72,303.0	1,735,272.8	0.72
<b>TOTAL</b>		<b>2,455,833.3</b>	<b>(367,866.5)</b>	<b>316,982.4</b>	<b>50,886.1</b>	<b>DAILY DEMAND 2,404,947.2</b>		
Tuesday, Sep. 1, 2015	0:00	93,750.0	(6,571.8)	0.0		87,178.2	2,092,276.8	0.93
	1:00	94,583.3	0.0	29,938.8		124,522.1	2,988,531.2	1.32
	2:00	96,666.7	0.0	54,110.4		150,777.1	3,618,649.6	1.60
	3:00	96,666.7	0.0	58,032.5		154,699.2	3,712,780.0	1.65
	4:00	97,916.7	0.0	62,642.0		160,558.7	3,853,408.0	1.71
	5:00	97,916.7	0.0	59,715.1		157,631.8	3,783,162.4	1.68
	6:00	97,916.7	0.0	47,143.5		145,060.2	3,481,444.0	1.54
	7:00	97,916.7	0.0	18,857.4		116,774.1	2,802,577.6	1.24
	8:00	97,916.7	0.0	28,286.1		126,202.8	3,028,866.4	1.34
	9:00	133,333.3	(28,286.1)	0.0		105,047.2	2,521,133.6	1.12
	10:00	133,333.3	(88,001.2)	0.0		45,332.1	1,087,971.2	0.48
	11:00	93,750.0	(40,857.7)	0.0		52,892.3	1,269,415.2	0.56
	12:00	89,166.7	(77,459.5)	0.0		11,707.2	280,972.0	0.12
	13:00	89,166.7	(14,841.5)	0.0		74,325.2	1,783,804.0	0.79
	14:00	89,166.7	(14,017.0)	0.0		75,149.7	1,803,592.0	0.80
	15:00	87,500.0	(14,017.0)	0.0		73,483.0	1,763,592.0	0.78
	16:00	86,458.3	(13,215.5)	0.0		73,242.8	1,757,828.0	0.78
	17:00	70,833.3	(13,215.5)	0.0		57,617.8	1,382,828.0	0.61
	18:00	70,833.3	(24,876.0)	0.0		45,957.3	1,102,976.0	0.49
	19:00	72,916.7	(23,367.0)	0.0		49,549.7	1,189,192.0	0.53
	20:00	72,916.7	(10,953.0)	0.0		61,963.7	1,487,128.0	0.66
	21:00	89,166.7	0.0	13,289.7		102,456.4	2,458,952.8	1.09
	22:00	89,166.7	0.0	9,346.8		98,513.5	1,487,128.0	0.66
	23:00	91,666.7	0.0	14,171.1		105,837.8	2,540,106.4	1.13
<b>TOTAL</b>		<b>2,230,625.0</b>	<b>(369,676.8)</b>	<b>395,533.4</b>	<b>(25,854.6)</b>	<b>DAILY DEMAND 2,256,479.6</b>		



## Council Agenda Item

Budget Account Code:	Meeting Date: February 16, 2016
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: February 5, 2016
Exhibits:	1. Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JANUARY 19, 2016. [SCOTT GREY]

### SUMMARY

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

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	2/12/16
City Attorney:		Date:	
City Administrator:		Date:	2/12/16

**MINUTES**  
**CITY COUNCIL MEETING**  
**JANUARY 19, 2016**

**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 7:01 p.m. Council members Levine, Pettle, Standridge, Stone, and Taylor were present.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Jim Shepherd, Fire Chief Mike Sheff, Police Chief Bill Rushing and Police Captain Kenneth Price

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Cindy Meyer led the pledge.

TEXAS PLEDGE: Steve Sallman led the pledge.

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

No comments

**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.

Mayor Marshall requested two (2) items, item #2 and item #5, be pulled from tonight's consent agenda. Council still had three (3) items left to consider, item #1, item #3, and item #4.

1. APPROVAL OF MEETING MINUTES FOR DECEMBER 8, 2015. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR DECEMBER 15, 2015. [SCOTT GREY]
3. REPUBLIC WASTE QUARTERLY REPORT. [BERNAS]
4. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 733 CALLING FOR AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; APPOINTING AN EARLY VOTING CLERK AND DEPUTY EARLY VOTING CLERK, PROVIDING FOR ORDER AND NOTICE OF THE ELECTION. [MARSHALL]

MOTION: Councilmember Taylor moved to approve consent agenda items 1, 3, and 4 as presented and to remove and table items 2 and 5 for a future meeting. Councilmember Standridge seconded with Councilmembers Levine, Pettle, Stone, Standridge, and Taylor voting for. Motion carried 5-0.

#### INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ANNUAL AUDIT REPORT. [BOYD]

Finance/H.R. Manager Johnna Boyd introduced Jon Watson, CPA, with BrooksCardiel, PLLC.

Mr. Watson stated his name and firm's address, 1095 Evergreen Circle, Suite 200, The Woodlands, TX 77380, for the record. He said the 2015 Audit for the City of Parker was completed and he reviewed a PowerPoint presentation, covering various highlights such as Auditor's Opinion, Management's Discussion and Analysis, Basic Financial Statements, and Required Supplementary Information. He encouraged Council and/or staff to contact him should they have any questions. (See Exhibit 1.)

Mayor Marshall asked if the clean, unmodified opinion was the highest rating a City could receive. Mr. Watson said yes that was correct. It was the highest level of assurance.

MOTION: Councilmember Standridge moved to accept the annual audit report as stated and described. Councilmember Taylor seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

Councilmember Pettle said the audit was a tribute to city staff.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A DONATION IN THE AMOUNT OF \$150 FROM KATHRYN B. WHITE. [RUSHING]

Mayor Marshall asked Police Chief Rushing to present the item. Police Chief Rushing stated on December 18, 2015, Mr. and Mrs. White, residents of Parker, made a personal donation to the City of Parker Police Department for our Police Officers in the amount of \$150.00. He thanked the White's for their generous donation.

MOTION: Councilmember Taylor moved to accept the \$150 donation from Mr. and Mrs. White for the City of Parker Police Department. Councilmembers Pettle and Stone seconded.

Mayor Pro Tem Levine asked what the donation was for exactly. Finance/H.R. Manager Boyd said it was only noted that it was a donation for the Police Officers.

City Attorney Shepherd asked Finance/H.R. Manager Boyd how that would be handled she said she would do the accounting for the donation this year, next year it would be included in the budget as an expense, and then it could be spent.

Councilmembers Levine, Pettle, Standridge, Stone and Taylor voted for the item. Motion carried 5-0.

**8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON OUTDOOR ALERT/ALARM SYSTEM. [FLANIGAN]**

City Administrator Jeff Flanigan stated the Outdoor Alert/Alarm System was discussed briefly at the November 10, 2015 Planning Session. Councilmember Stone asked again if it could be considered. Last week we received information from one of the storm siren firms and we provided that information to City Council in their packets. The Emergency Management Team met today. The Fire Chief discussed some other options besides the sirens such as phone apps among other things. He estimated the City of Parker would need approximately four (4) to five (5) storm sirens and the sirens would cost approximately \$20,000 each. It would be something we would need to budget for in future years. He said he was open to thoughts and discussion from City Council and as our Emergency Management Team had thoughts we would bring those comments back to Council.

Mayor Marshall said he understood this was something Councilmember Stone brought forward and it was an ongoing project. Staff would continue to gather information and bring that information back to City Council. The Emergency Management Plan was on the agenda and he planned to give a brief update at that time. Mayor Marshall thanked Councilmember Stone for bringing this to the Council's attention.

Councilmember Standridge said the information indicated there was a grant the City could possibly apply for to offset the cost. Mayor Marshall said it might, although when looking at grants we have to look at the other side of that like what you have to do to get the grant and what you have to produce in order to keep or comply with the grant.

Councilmember Stone said he talked to different cities to see what they had done and Murphy recently added their fifth siren. Most cities paid about \$20,000 and they did not put all the sirens in at one time. There were several different firms that could help, but this was a good start.

Councilmember Pettle asked City Attorney Shepherd if the City had a system and it failed what would the City's liability be. City Attorney Shepherd said the City had sovereign immunity for emergencies such as that, but he could do additional research.

**9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING MUNICIPAL ENGINEER TO ADVERTISE AND BID THE ALLEN HEIGHTS/SPRINGHILL ROAD CONSTRUCTION AND DRAINAGE. [FLANIGAN]**

City Administrator Flanigan said this item was just a formality. It was a budgeted item. City Council and City Staff were following normal procedure, requesting authorization to move forward. The process would take approximately 6-8 weeks. The engineers would come back with bid specifications for City Council to consider awarding a bid for this road project.

Mayor Marshall asked the City Attorney if this required a motion. City Attorney Shepherd said yes it was traditional for City Council to authorize bids to be issued despite the item being budgeted.

**MOTION:** Councilmember Taylor moved to authorize the Municipal Engineer to advertise and bid the Allen Heights/Springhill Road Construction and Drainage. Councilmember Standridge seconded with Councilmembers Levine, Pettle, Standridge, Stone and Taylor voting for. Motion carried 5-0.

**ROUTINE ITEMS**

**10. UPDATE – EMERGENCY MANAGEMENT PLAN**

Mayor Marshall said the City had an Emergency Management Plan that was completed in February of 2012. Due to some recent activity in our area, he asked that we take a look at updating or revising our plan to bring it up-to-date. We had an Emergency Plan Committee, which consists of the Mayor, Mayor Pro Tem, City Administrator, Finance Director, Fire Chief, Police Chief, Councilmember Taylor, City Attorney, plus additional fire and police personnel. He said he wanted everyone to be aware this was something we wanted to be organized and prepared for in case it was necessary. There would be a series of meetings. He said they would be bringing Council in once the Committee had the plan somewhat revised. The next meeting was scheduled in about three (3) weeks. He thanked the committee for their assistance today.

**11. FUTURE AGENDA ITEMS**

Mayor Marshall asked if there were any items to be added to the future agenda. He noted the tabled election item, along with the Water Rate Review Committee's Consultant proposal would be added. He said the next regularly scheduled meeting would be Tuesday, February 2, 2016; although, he would not be in attendance. Mayor Pro Tem Levine would handle that meeting and requested a 6:00 p.m. starting time, due to prior commitments.

**12. ADJOURN**

Mayor Marshall adjourned the meeting at 7:36 p.m.

APPROVED:

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**Mayor Z Marshall**

ATTESTED:

Approved on the 16th day  
of February, 2016.

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**Patti Scott Grey, City Secretary**

# PARKER, TEXAS

Audit Presentation  
September 30, 2015

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Presented By: Jon Watson, CPA  
January 19, 2016



1.19.2016

Exhibit 1

# COMPONENTS OF THE ANNUAL FINANCIAL REPORT

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- ❖ Auditor's Opinion
- ❖ Management's Discussion and Analysis
- ❖ Basic Financial Statements
  - Government-Wide Statements
  - Fund Level Statements
  - Notes to the Financial Statements
- ❖ Required Supplementary Information

# INDEPENDENT AUDITOR'S REPORT

REFERENCE AT R - PAGE 1

- ❖ Clean, unmodified opinion.
- ❖ Highest level of assurance.

## FINANCIAL HIGHLIGHTS

REFERENCE AFR - PAGE 17

- ❖ Total assets exceeded total liabilities by \$47,192,433.
- ❖ The City's total net position decreased by \$625,449.
- ❖ City's governmental funds reported combined ending fund balance of \$6,276,450, an increase of \$1,534,037.
- ❖ Unassigned fund balance for the general fund was \$4,434,347 or 159% of total general fund expenditures.

# STATEMENT OF REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE

GOVERNMENTAL FUNDS - YEAR ENDING 9/30/2015 - REFERENCE AFR PAGE 24

	Debt Service	Capital Projects	Nonmajor Volunteer Fire Department	Total Governmental Funds
<u>Revenues</u>				
Total Revenues	\$ 2,870,730	\$ 379,840	\$ 160	\$ 3,254,565
<u>Expenditures</u>				
Total Expenditures	2,785,632	371,743	37,500	10,653
Total Other Financing Sources	-	-	1,485,000	1,485,000
Net Change in Fund Balances	85,098	8,097	1,447,660	(6,818)
Beginning fund balances	4,489,404	93,875	-	159,134
Ending Fund Balances	\$ 4,574,502	\$ 101,972	\$ 1,447,660	\$ 152,316

## SCHEDULE OF REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE (Budget & Actual)

		Variance with Final Budget			
		Original Budget	Final Budget	Actual	Positive (Negative)
<b>Revenues</b>	Total Revenues	2,869,500	2,869,500	2,870,730	1,230
	Total Expenditures	3,494,098	3,494,098	2,785,632	708,466
	<b>Revenues Over (Under) Expenditures</b>	<b>(624,598)</b>	<b>(624,598)</b>	<b>85,098</b>	<b>709,696</b>
<b>Other Financing Sources (Uses)</b>					
<b>Total Other Financing Sources (Uses)</b>					
	<b>Net Change in Fund Balance</b>	<b>\$ (624,598)</b>	<b>\$ (624,598)</b>	<b>85,098</b>	<b>\$ 709,696</b>
<b>Beginning fund balance</b>					
	<b>Ending Fund Balance</b>				<b>\$ 4,574,502</b>

# BROOKS

Certified Public Accountants

1192016

# SCHEDULE OF REVENUES, EXPENSES & CHANGES IN NET POSITION

PROPRIETARY FUNDS - YEAR ENDING 9/30/2015 - REFERENCE A&R PAGE 29

Water, Sewer & Sanitation	
<u>Operating Revenues</u>	
Total Operating Revenues	\$ <u>2,801,548</u>
 <u>Operating Expenses</u>	
Total Operating Expenses	<u>2,518,042</u>
Operating Income	<u>283,506</u>
 <u>Nonoperating Revenues (Expenses)</u>	
Total Nonoperating Revenues (Expenses)	<u>(90,270)</u>
 Change in Net Position	193,236
Beginning net position	<u>11,078,750</u>
Ending Net Position \$	<u>11,271,986</u>

**BROOKS**  
Certified Public Accountants

1.19.2016

GASB 68

## Accounting for Pensions

- ❖ City is now required to record a Net Pension Liability or Asset on the balance sheet.
- ❖ TMRS has hired Actuary (Gabriel, Roeder and Smith) to perform the calculation of the liability biannually.
- ❖ Expanded footnote disclosures and required supplementary information.

# SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

YEAR ENDING 9/30/2015 - REFERENCE AFR PAGE 58

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
<b>Balance at 12/31/13</b>	<b>\$ 2,749,963</b>	<b>\$ 2,067,205</b>	<b>\$ 682,758</b>
<b>Changes for the year:</b>			
Service cost	113,443	-	113,443
Interest	189,492	-	189,492
Difference between expected and actual experience	(43,077)	-	(43,077)
Contributions – employer	-	108,296	(108,296)
Contributions – employee	-	63,331	(63,331)
Net investment income	-	118,262	(118,262)
Benefit payments, including refunds of emp. contributions	(199,299)	(199,299)	-
Administrative expense	-	(1,235)	1,235
Other changes	-	(102)	102
Net changes	60,559	89,253	(28,694)
<b>Balance at 12/31/14</b>	<b>\$ 2,810,522</b>	<b>\$ 2,156,458</b>	<b>\$ 654,064</b>

# CONCUSSION

## Other Reports and Questions

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Presented By: Jon Watson, CPA  
January 19, 2016



1.19.2016



## BUILDING PERMIT TOTALS

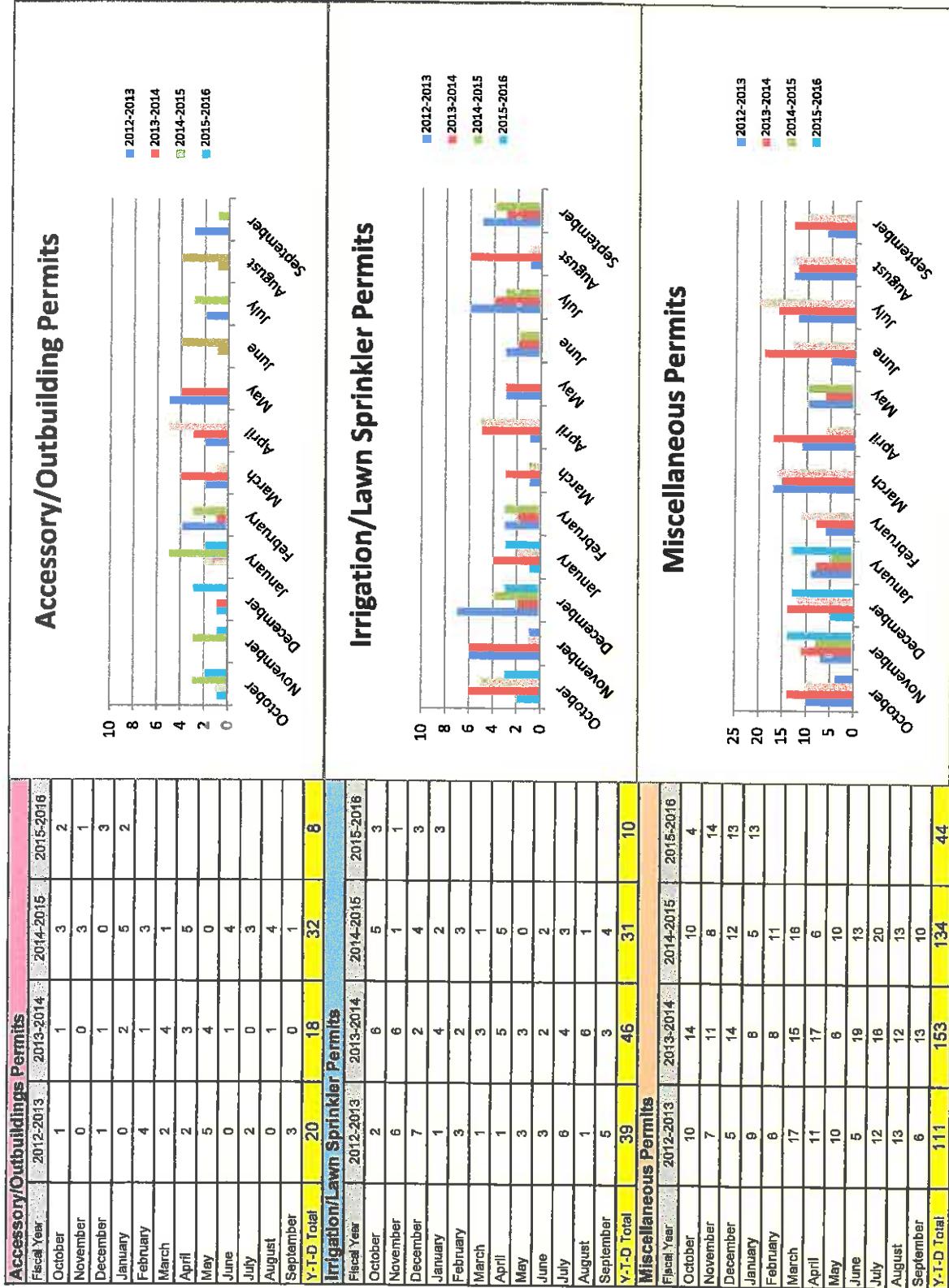
Jan-16

ACCESSORY/OUTBUILDING PERMITS	2
IRRIGATION/LAWN SPRINKLER PERMITS	3
MISCELLANEOUS PERMITS	13
SWIMMING POOL PERMITS	3
REMODEL/ADDITION PERMITS	0
SINGLE FAMILY RESIDENTIAL PERMITS	6
INSPECTIONS	69

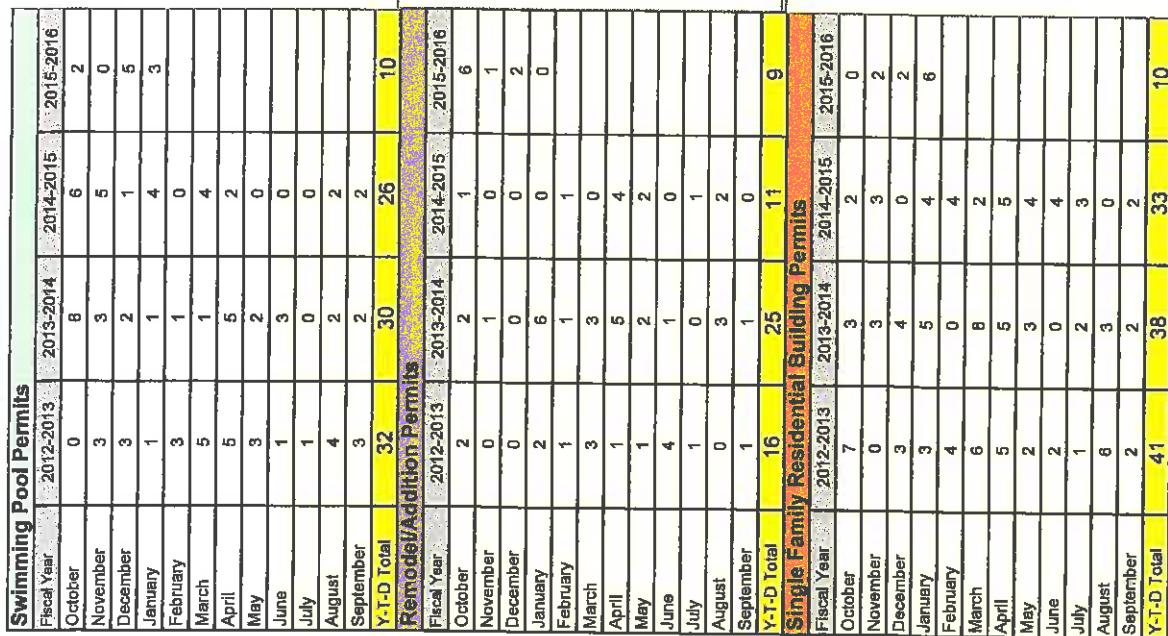
CITY OF PARKER  
PERMIT LOG  
JANUARY 2016

PERMIT NUMBER	ISSUE DATE	TYPE	ADDRESS	CONTRACTOR	DESCRIPTION	ESTIMATED VALUE	TOTAL SQUARE FOOTAGE	PERMIT FEE	DEPOSIT FEE	WATER METER FEE	SEWER TAP FEE
20150033	1/6/2016	ACC	6003 GREGORY LN	NEILSON	BARN	\$100,000	2,484	\$25.00	NA	NA	NA
20160001	1/21/2016	ACC	2102 VIRGINIA PL	SOUTHWEST FENCE & DECK	SHED WITH PORCH	\$28,000	440	\$250.00	NA	NA	NA
20160001	1/5/2016	ELEC	6804 ESTADOS DR	KUNTSHIK	METER & WIRING FOR WORKSHOP	NA	NA	\$75.00	NA	NA	NA
20160002	1/12/2016	ELEC	4805 RESERVE CT	C&B ELECTRIC	TEMPORARY POWER POLE	NA	NA	\$75.00	NA	NA	NA
20150023	1/15/2016	FENCE	5102 WILLOW POINT CIR	GELDEMEIER FENCE & DECK	FENCE	\$21,805	NA	\$76.00	NA	NA	NA
20150019	1/12/2016	FENCE	PARKER RANCH ENTRY	RATLIFF HARDCAPE	ORNAMENTAL IRON STONE ENTRY WALL	\$135,000	NA	\$76.00	NA	NA	NA
20160001	1/7/2016	IRR	8802 HAVENHURST CT	LAND PRO CREATIONS	IRRIGATION SYSTEM	\$3,000	NA	\$76.00	NA	NA	NA
20160002	1/19/2016	IRR	8703 CHESWICK CT	M.L. JOHNSON	IRRIGATION SYSTEM	\$1,100	NA	\$75.00	NA	NA	NA
20160003	1/21/2016	IRR	6807 CHESNICK CT	LAND PRO CREATIONS	IRRIGATION SYSTEM	\$3,000	NA	\$76.00	NA	NA	NA
20150001	1/19/2016	MECH	5802 CORINTH CHAPEL RD	MILESTONE ELEC/JAIR	3T GAS UNIT 25 SEER LP FLOW	NA	NA	\$75.00	NA	NA	NA
20160002	1/15/2016	MISC	1803 RICKS CT	C&W SPECIALIST	CHIMNEY REPLACEMENT	NA	NA	\$76.00	NA	NA	NA
20150020	1/21/2016	MISC	PARKER RANCH ENTRY	RATLIFF HARDCAPE	PARKER RANCH ENTRY SIGN	\$15,000	NA	\$76.00	NA	NA	NA
20150021	1/4/2016	PLUM	5005 WILLOW POINT CIR	CLASSIC PLUMBING	BROKEN DRAIN LINE	NA	NA	\$76.00	NA	NA	NA
20160002	1/12/2016	PLUM	1903 RICKS CT	JENNINGS PLUMBING SERVICES	(2) 60 GAL ELEC WH	NA	NA	\$75.00	NA	NA	NA
20150003	1/19/2016	PLUM	5703 OVERTON DR	INTEGRITY PLUMBING	(2) 50 GAL GAS WH IN GARAGE	NA	NA	\$75.00	NA	NA	NA
20160004	1/19/2016	PLUM	8803 HATHAWAY DR	SAME DAY WATER HEATERS	(2) GAS WH	NA	NA	\$75.00	NA	NA	NA
20150005	1/21/2016	PLUM	4304 SPRINGHILL ESTATES DR	BAKER BROTHERS	WATER LEAK UNDER SLAB	NA	NA	\$75.00	NA	NA	NA
20160006	1/28/2016	PLUM	5807 PEMBROKE CT	LEGACY PLUMBING	(2) 50 GAL GAS WH IN ATTIC	NA	NA	\$75.00	NA	NA	NA
20150020	1/13/2016	POOL	4113 BROOKWOOD DR	POOLSCAPES NTX	POOL	\$65,000	NA	\$500.00	NA	NA	NA
20150021	1/13/2016	POOL	6803 CHESWICK CT	POOLS OF LIVING WATER	POOL	\$108,000	NA	\$600.00	NA	NA	NA
20150022	1/21/2016	POOL	6803 AUDUBON DR	ROBERTSON POOLS	POOL	\$85,000	NA	\$500.00	NA	NA	NA
20150032	1/8/2016	SFR	7705 WINDMORE DR	M. CHRISTOPHER CUSTOM HOMES	NEW RESIDENCE	\$55,730	5702	\$3,614.16	1000	2000	NA
20150033	1/8/2016	SFR	8805 CHESWICK CT	GRAND HOMES	NEW RESIDENCE	\$554,860	5916	\$3,740.44	1000	2000	1000
20150034	1/3/2016	SFR	5807 MIDDLETON DR	GRAND HOMES	NEW RESIDENCE	\$571,820	6187	\$3,806.23	1000	2000	1000
20150035	1/27/2016	SFR	5401 BARRINGTON DR	SHADDOK HOMES	NEW RESIDENCE	\$359,263	6671	\$4,188.89	1000	2000	NA
20150036	1/27/2016	SFR	1407 SALISBURY DR	SHADDOK HOMES	NEW RESIDENCE	\$339,000	6678	\$4,190.61	1000	2000	NA
20150037	1/27/2016	SFR	4406 SALISBURY DR	SHADDOK HOMES	NEW RESIDENCE	\$371,806	7691	\$4,787.69	1000	2000	NA
<b>TOTAL=</b>						<b>\$3,898,605</b>	<b>\$27,900.04</b>	<b>\$6,000</b>	<b>\$12,000</b>	<b>\$2,000</b>	

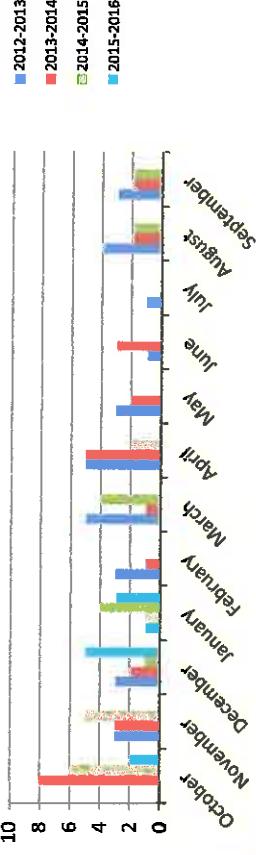
# PERMIT GRAPHS



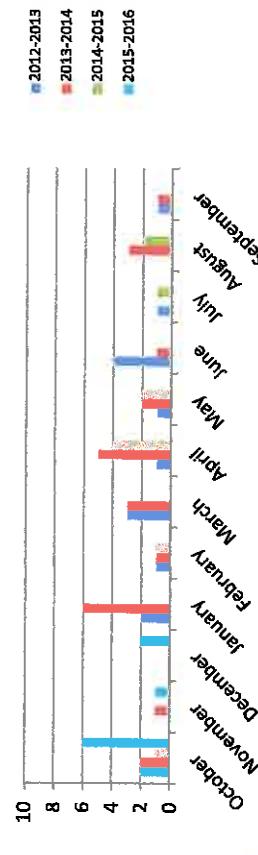
# PERMIT GRAPHS



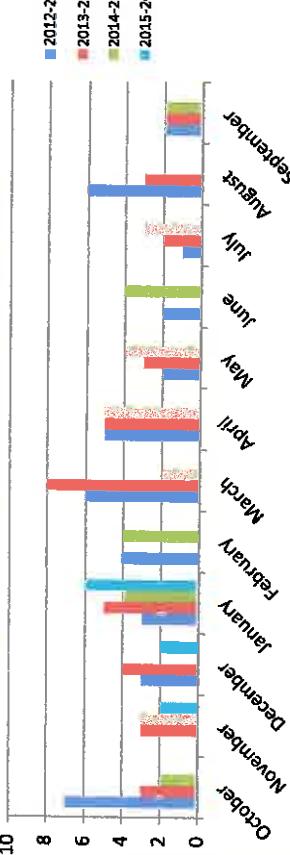
## Swimming Pool Permits



## Remodel/Addition Permits



## Single Family Residential Permits



INSPECTION LOG  
JANUARY 2016

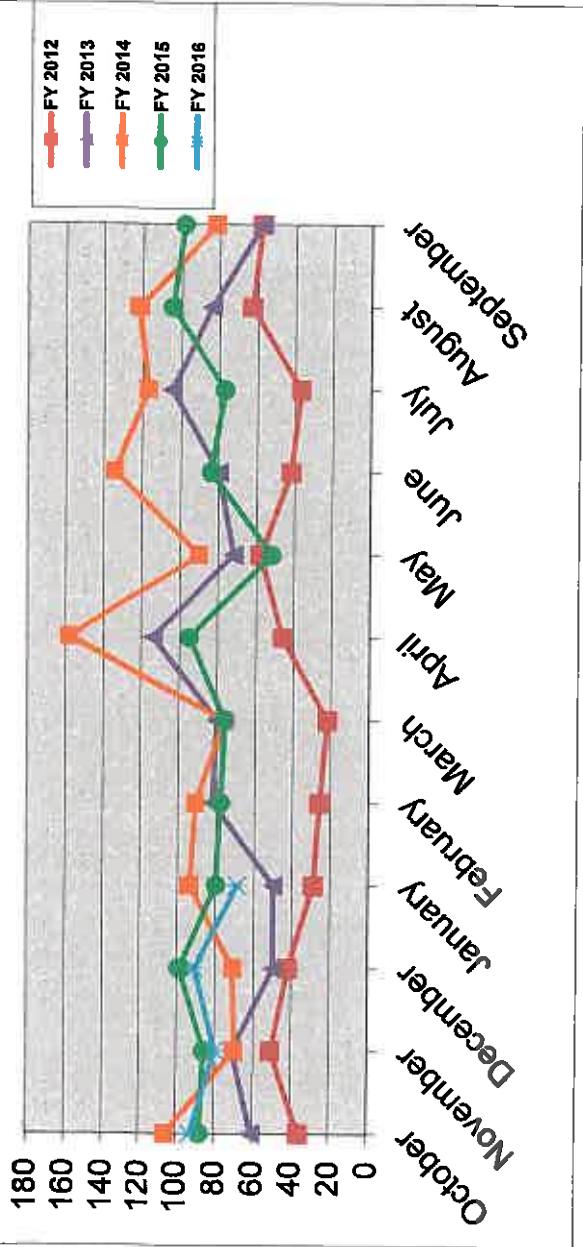
PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2015-1031-1808 DUBLIN RD	ACC	Foundation		1/21/2016	1/21/2016	TRUE		ISS	1
2016-6002-1903 RICKS CT	MISC	Other		1/19/2016	1/19/2016	TRUE	CHIMNEYS	FINAL	1
2016-7002-1903 RICKS CT	PLUM	Water Heater		1/19/2016		FALSE	FAILED 4/9/16	ISS	1
2015-9021-4101 SPRINGHILL ESTATES DR	SFR	Driveway Approach		1/12/2016	1/12/2016	TRUE		ISS	1
2015-9021-4101 SPRINGHILL ESTATES DR	SFR	Plumbing Top-Out		1/12/2016	1/12/2016	TRUE	FAILED 12/11/15	ISS	1
2015-9021-4101 SPRINGHILL ESTATES DR	SFR	Electrical Rough		1/11/2016	1/12/2016	TRUE	FAILED 12/11/16	ISS	1
2015-8021-4101 SPRINGHILL ESTATES DR	SFR	Mechanical Rough		1/11/2015	1/12/2016	TRUE	FAILED 12/11/16	ISS	2
2016-9021-4101 SPRINGHILL ESTATES DR	SFR	Framing		1/11/2016	1/12/2016	TRUE	FAILED 12/11/15	ISS	2
2015-10020-4113 BROOKWOOD DR	POOL	Belly Steel		1/27/2016	1/27/2016	TRUE		ISS	1
2016-7005-4304 SPRINGHILL ESTATES DR	PLUM	Plumbing Final		1/28/2016	1/28/2016	TRUE	SLAB LEAK REPAIR	FINAL	1
2016-80018-4308 SPRINGHILL ESTATES DR	REMOD	Building Final		1/29/2016	1/29/2016	TRUE		FINAL	1
2016-2002-4906 RESERVE CT	ELEC	Meter Release - Electric		1/12/2016	1/12/2016	TRUE	POLE FOR POND	FINAL	1
2016-90017-4908 RESERVE CT	REMOD	Building Final		1/26/2016	1/26/2016	TRUE		FINAL	1
2015-2020-4910 HACKBERRY LN	SOLAR	Building Final		1/16/2016	1/16/2016	TRUE	SOLAR PANELS	FINAL	1
2016-8-0005-6310 ESTATE LN	REMOD	Foundation		1/11/2016		FALSE	FAILED 1/11/16	ISS	1
2014-3019-5503 ESTATE LN	FSPR	Fire Final		1/20/2016	1/20/2016	TRUE		FINAL	1
2014-4030-5503 ESTATE LN	SFR	Building Final		1/20/2016		FALSE	FAILED 1/20/16	ISS	1
2014-5024-5603 PEMBROKE CT	MECH	Final		1/29/2016		FALSE	NO ANSWER	FINAL	1
2016-1032-5608 OVERTON DR	ACC	Framing		1/20/2016	1/20/2016	TRUE		ISS	1
2016-1032-5609 OVERTON DR	ACC	Electrical Rough		1/27/2016	1/27/2016	TRUE		ISS	1
2016-1032-5609 OVERTON DR	ACC	Other		1/27/2016	1/27/2016	TRUE	BRICK TIES	ISS	1
2016-7003-5703 OVERTON DR	PLUM	Water Heater		1/26/2016	1/26/2016	TRUE		FINAL	1
2016-2025-5708 MIDDLETON DR	FSPR	Fire Hydro Visual		1/16/2016	1/19/2016	TRUE	FAILED 11/16/16	ISS	1
2016-1032-5708 MIDDLETON DR	SFR	Plumbing Top-Out		1/16/2016	1/16/2016	TRUE		ISS	1
2015-8017-5708 MIDDLETON DR	SFR	Electrical Rough		1/15/2016	1/16/2016	TRUE		ISS	1
2015-9017-5708 MIDDLETON DR	SFR	Mechanical Rough		1/15/2016	1/16/2016	TRUE		ISS	1
2015-9017-5708 MIDDLETON DR	SFR	Framing		1/15/2016	1/16/2016	TRUE		ISS	1
2015-10014-5801 MIDDLETON DR	POOL	Pool Final		1/25/2016	1/25/2016	TRUE		FINAL	1
2016-8031-5803 MIDDLETON DR	SFR	Plumbing Rough		1/12/2016	1/12/2016	TRUE		ISS	1
2016-9031-5803 MIDDLETON DR	SFR	Form Survey		1/12/2016	1/12/2016	TRUE		ISS	1
2015-9031-5803 MIDDLETON DR	SFR	Foundation		1/20/2016	1/20/2016	TRUE		ISS	1
2015-8034-5807 MIDDLETON DR	SFR	TCpole		1/18/2016	1/18/2016	TRUE		ISS	1
2015-10016-5807 PARKER VILLAGE DR	POOL	Belly Steel		1/12/2016	1/12/2016	TRUE		ISS	1
2015-9027-5809 MIDDLETON DR	SFR	Foundation		1/6/2016	1/6/2016	TRUE		ISS	1
2015-8029-5903 CHESWICK CT	SFR	Driveway Approach		1/25/2016	1/25/2016	TRUE		ISS	1
2015-8018-5704 CHESWICK CT	SFR	Building Final		1/27/2016	1/27/2016	TRUE		FINAL	1
2016-9018-5704 CHESWICK CT	SFR	Survey Plat		1/27/2016	1/27/2016	TRUE		FINAL	1

INSPECTION LOG  
JANUARY 2016

PERMIT NUMBER	ADDRESS	TYPE	INSPECTION	SCHEDULED	COMPLETED	RESULT	NOTES	STATUS	#
2016-10013 8704 HAVENHURST CT	POOL	Fence Final	1/6/2016			FALSE	FAILED 1/6/16	ISS	1
2016-4001 8802 HAVENHURST CT	IRR	Backflow Certificate on File	1/11/2016			TRUE		FINAL	1
2015-9030 8804 CHESWICK CT	SFR	Foundation	1/13/2016			TRUE		ISS	1
2016-9033 8805 CHESWICK CT	SFR	T-Pole	1/18/2016			TRUE		ISS	1
2015-9033 8805 CHESWICK CT	SFR	Plumbing Rough	1/18/2016			TRUE	FAILED 1/18/16	ISS	2
2016-9033 8805 CHESWICK CT	SFR	Foundation	1/29/2016			TRUE		ISS	1
2016-9033 8805 CHESWICK CT	SFR	Form Survey	1/28/2016			TRUE		ISS	1
2016-9013 8807 CHESWICK CT	SFR	Driveway Approach	1/18/2016			TRUE		ISS	1
2016-10018 8807 OVERBROOK DR	POOL	Belly Steel	1/15/2016			TRUE		ISS	1
2015-9025 8808 CHESWICK CT	SFR	Driveway Approach	1/28/2016			TRUE		ISS	1
2016-9014 7208 FOREST BEND DR	SFR	Meter Release - Electric	1/25/2016			TRUE		ISS	1
2016-9014 7208 FOREST BEND DR	SFR	Meter Release - Gas	1/25/2016			TRUE		ISS	1
2016-10010 7500 FOREST BEND DR	POOL	Fence Final	1/13/2016			TRUE		ISS	1
2015-10070 7500 FOREST BEND DR	POOL	Pool Protection Certification	1/13/2016			TRUE		ISS	1
2016-9026 7704 WINDMERE DR	SFR	Plumbing Rough	1/28/2016			TRUE	FAILED 12/30/15 & 1/14/16	ISS	3
2015-9026 7704 WINDMERE DR	SFR	Foundation	1/15/2016			TRUE		ISS	1
2016-9032 7705 WINDMERE DR	SFR	T-Pole	1/12/2016			TRUE		ISS	1
2016-9032 7705 WINDMERE DR	SFR	Plumbing Rough	1/21/2016			TRUE	FAILED 1/21/16	ISS	2
2016-9032 7705 WINDMERE DR	SFR	Form Survey	1/25/2016			TRUE		ISS	1
2015-9032 7705 WINDMERE DR	SFR	Foundation	1/29/2016			TRUE		ISS	1
2015-9009 7710 WINDMERE DR	SFR	Plumbing Rough	1/23/2016			TRUE	FAILED 12/30/15 & 1/4/16	ISS	3
2015-9009 7710 WINDMERE DR	SFR	Foundation	1/12/2016			TRUE		ISS	1
								<b>TOTAL =</b>	<b>69</b>

## Monthly Inspection Report

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
October	36	61	106	88	93
November	51	71	70	86	80
December	42	50	71	99	91
January	29	50	94	80	69
February	26	82	91	78	
March	22	80	76	76	
April	46	114	158	95	
May	58	72	90	52	
June	42	80	134	84	
July	37	105	117	77	
August	63	84	122	105	
September	58	58	82	99	
<b>Year Total</b>	<b>510</b>	<b>907</b>	<b>1211</b>	<b>1019</b>	<b>333</b>



CODE ENFORCEMENT REPORT  
2015-2016

Violation Description	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
High Grass													0
Illegal Dumping	1												3
Illegal Structure	1		1										2
Illegal Vehicle													0
Junked Vehicles													0
Lot Maintenance	3	5	3	5									16
Trash and Debris	2	3	2	5									12
<b>ITEM TOTALS</b>	<b>6</b>	<b>9</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>33</b>							

Officer Actions	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD Totals
Verbal Warnings	6	9	6	10									31
Complied/Resolve	6	9	6	10									31
10 Day Notice													0
Extension Granted													0
Complied/Resolve													0
Citations Issued													0
Stop Work Order													0
Misc													0
<b>ITEM TOTALS</b>	<b>12</b>	<b>18</b>	<b>12</b>	<b>20</b>	<b>0</b>	<b>62</b>							

# City of Parker Municipal Court Monthly Report

Jan, 2016	Traffic Misdemeanors	Non-Traffic Misdemeanors
<b>New Cases Filed</b>	<b>91</b>	<b>17</b>
<b>Total Pending Cases</b>	<b>1604</b>	<b>499</b>
<b>Uncontested Dispositions</b>	<b>32</b>	<b>13</b>
<b>Compliance Dismissals</b>		
After Driver Safety Course	7	
After Deferred Disposition	7	0
After Proof of Insurance	6	
Other Dismissals	0	0
<b>Total Cases Disposed</b>	<b>52</b>	<b>13</b>
<b>Arrest Warrants Issued</b>	<b>12</b>	
<b>Show Cause Hearings Held</b>	<b>13</b>	<b>0</b>
<b>Trials</b>	<b>0</b>	<b>0</b>
<b>Fines, Court Costs &amp; Other Amounts Collected:</b>		
Retained by City	<b>\$9,727.00</b>	
Remitted to State	<b>\$6,561.00</b>	
<b>Total</b>	<b>\$16,288.00</b>	

# Parker Fire Department

Report for Calendar Year 2015



## 2015 – Quick look

- Call volume
  - 314 total calls for service, up 11% over 2014 and up 31% from 2013.
- Response metrics
  - Average overall response time of 8 minutes 21 seconds. This is a 15% deterioration in response time in part due to a larger percentage of calls occurring when the station was not staffed when compared to the prior year.
  - Average response time of a station day crew was slightly over 5 minutes over the full year as compared to slightly under 10 minutes when deployment by volunteers occurred from home rather than the station.
- EMS
  - 130 runs into Parker by an EMTC or Wylie backup ambulance up from 119 the prior year.
  - Average response time remained approximately 10 minutes.
- ISO
  - We improved our ISO PPC rating from 5 to 3, placing Parker in the top 10 percentile of all fire departments nationwide according to ISO.

# 2015 – Quick look

- **Membership**

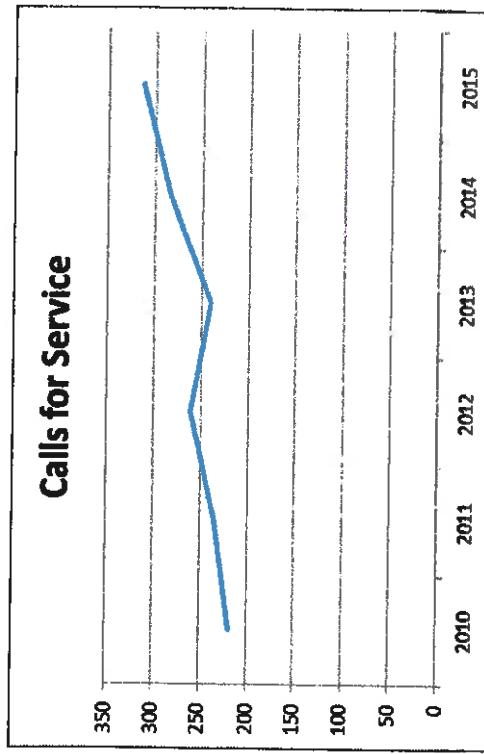
- 42 members as of December 2015 (adjusted for two resignations early in January) compared to 36 the prior year end indicative of positive recruiting momentum.
- Recruitment took advantage of non-resident, Commission firefighters desiring to develop experience while seeking full time employment with area fire depts. These members typically fill stipend slots and provide weekday coverage to our citizens.
- The percentage of Parker residents dropped to a concerning 17% of total membership from 25% the prior year, the lowest recorded since the department's inception in 1983. There are now only 7 Parker residents responding to emergency calls. This is a continuing and serious concern as documented in past Council meetings and reports.

- **Training**

- In-service firefighting/rescue skills training held twice monthly. For avoidance of confusion, in-service training presupposes basic firefighting knowledge and skills.
- EMS continuing education is held monthly for our EMTs and paramedics. We are increasingly utilizing outside medical practitioners associated with Medical Center of Plano as instructors.
- Upcoming training for our paramedics include supervised rotations approved by our Medical Director in the hospital's operating suites and its cadaver lab to maintain proficiency in intubation and other paramedic-level invasive skills. EMS training is in addition to firefighting/rescue skills training noted above.

## Calls for Service

- 314 calls for service during 2015, up by nearly one third since 2013.

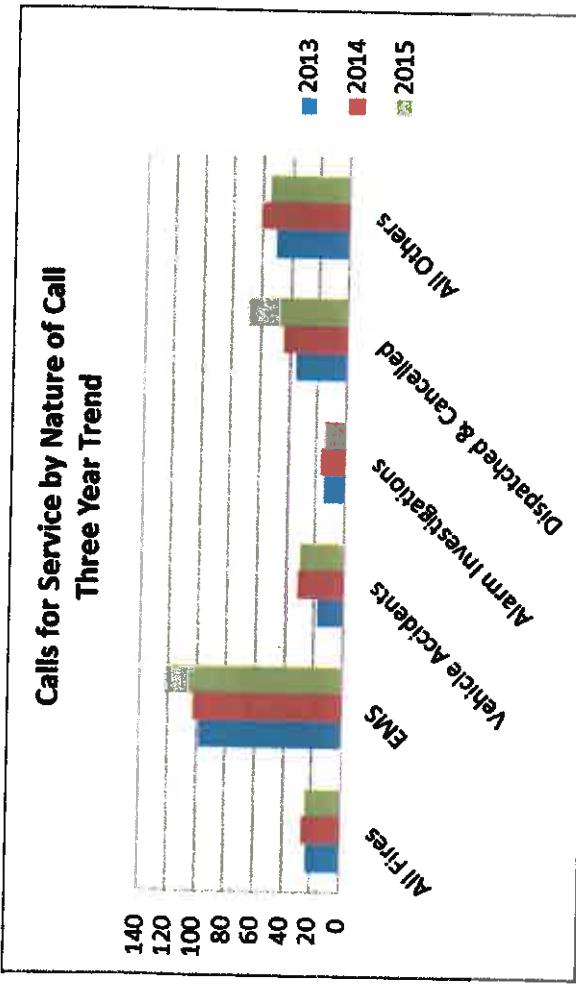


	Calls for Service					2015
	2011	2012	2013	2014		
Structure Fire	15	18	11	15	13	
Medical Call	92	98	103	122	135	
All Others	127	144	126	147	166	
<b>Total</b>	<b>234</b>	<b>260</b>	<b>240</b>	<b>284</b>	<b>314</b>	

- Medical emergencies again were the most common call for service representing 42% of the department's 2015 total volume. The continued dominance of EMS calls spotlights the importance of the department's capability to provide paramedic-level care.
- 4 of the 13 structure fire responses occurred in our fire district. Only 1 resulted in serious property loss.

## Calls for Service

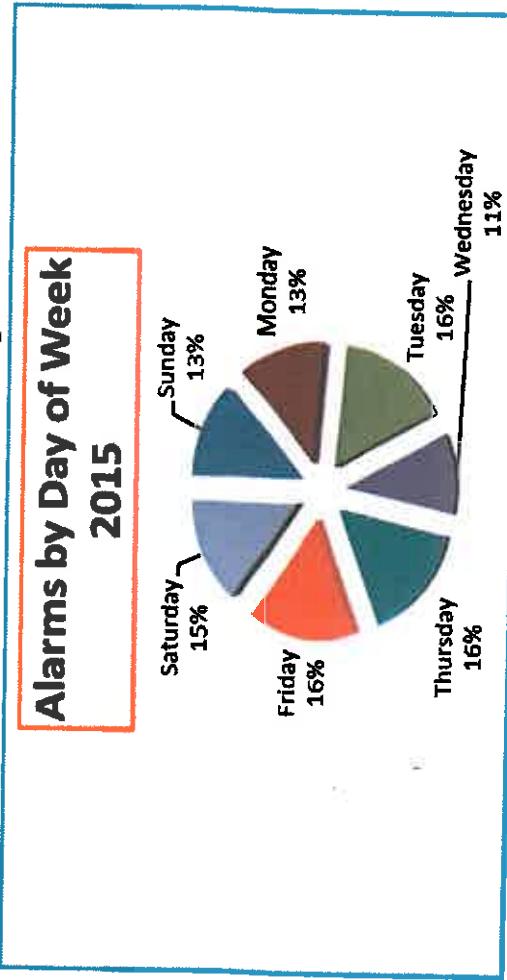
- A breakout of service calls by volume with greater granularity depicts growing trends in EMS and Dispatched and Cancelled calls and relatively stable trends in other categories.



- Dispatched and cancelled prior to arrival at the incident typically relates to alarm investigations cancelled by the caller and to mutual aid cancelled by the requesting agency. By contrast, alarm investigations as a category involve on-site investigation and confirmation of a false alarm.

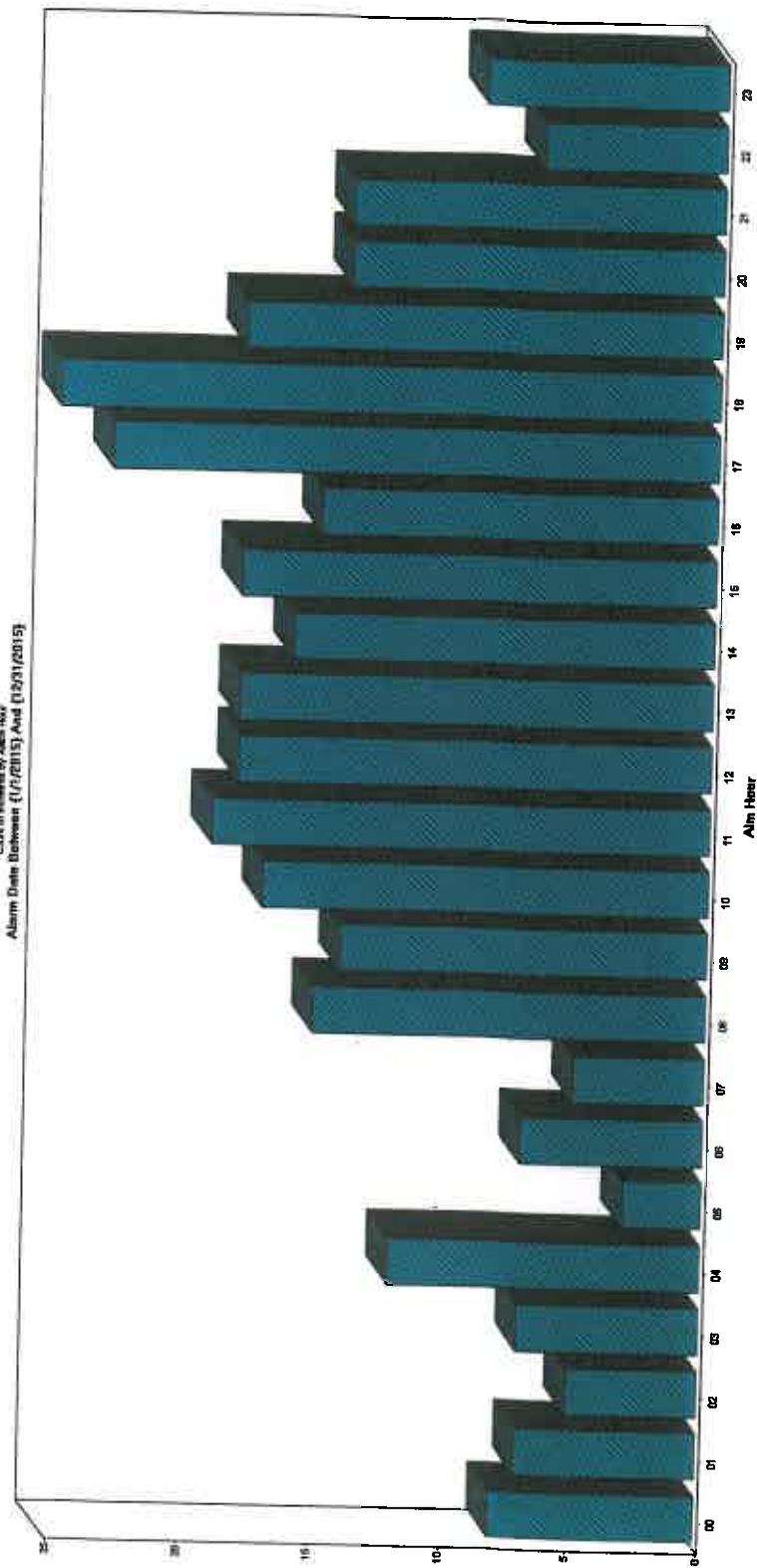
## Calls for Service

- Southfork Ranch once again was the address with the highest number of calls (11) followed by the City Hall complex (8). One private residence accounted for 6 calls of varying nature.
- The intersection of E. Parker Rd and McCreary Rd. was our most dangerous intersection with 9 calls for vehicle crashes as measured by the need for the dispatch of the fire dept. and an ambulance.
- Illustrative of the city's demographics, calls for service are spread somewhat evenly throughout the week.



## Calls for Service

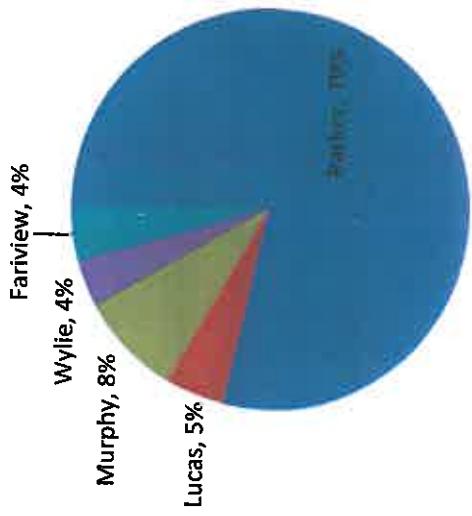
- The chart below depicts 2015 call volume by hour. The period between 5pm and 7pm were the most active with relatively level volume during daytime hours.
- The far left column is midnight and the far right represents 11pm.



## Mutual Aid

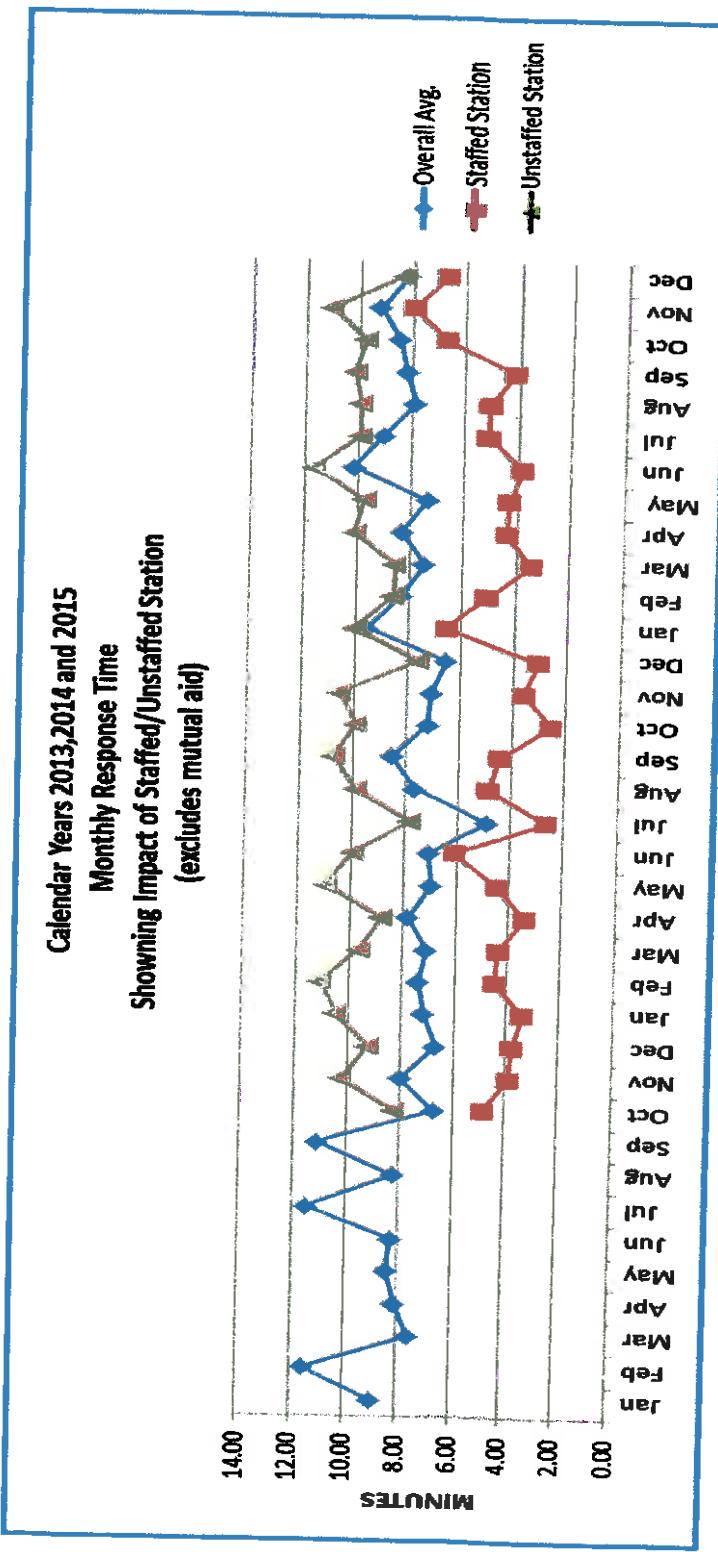
- Parker, Lucas and Fairview operate under automatic aid where all three departments are dispatched to a structure fire in any of the three cities, thereby insuring an adequate initial response of fire apparatus and personnel.
- Wylie FD and Parker FD share automatic “next up” status in Parker and Wylie’s fire district #2, respectively. Murphy continues under mutual aid agreement.

**2015 Volume by District**



## Response Times

- The department's 2015 overall average response time was 8 minutes 21 seconds. Measurement is from initial dispatch until the arrival of the first fire dept. unit.
- The following depicts overall average response vs. staffed and unstaffed times.



## Stipend Program

- 29% of 2015 total calls occurred during a covered shift (weekdays 9am – 5pm). This metric excludes mutual aid calls. Last year, 40% of calls similarly occurred during a covered shift. We define a covered shift as 2 or more firefighters on duty.
- 71% of 2015 total calls occurred outside of a covered shift vs. 60% last year. The implication is that resident Parker volunteers supplemented by others responding from home continue to handle the majority of calls.
- On average, 17% of weekdays went uncovered by at least 2 firefighters compared to only 7% during 2014.
- A paramedic served on a stipend crew 63% of covered weekdays, relatively unchanged from the prior year.
- For the full year, average stipend crew response time was 5:20 compared to 9:50 when the station was unstaffed.
- 5 firefighters provided 40% of daytime coverage during the year. An additional 5 firefighters provided 20% of daytime coverage with the remainder of the general membership contributing to 40% of coverage. The limited participation in the stipend program is concerning especially when half of these important contributors have either left the department or are at risk of doing so due to job relocation.

# Membership

- The chart below illustrates changes in membership demographics over time.
- Our continued dependence upon volunteers residing outside of Parker and close-in Murphy underscores our need for sleeping quarters at the fire station.

Distribution of Membership by City of Residence							Percentage			
	2008	2009	2010	2011	2012	2013	2014	2015	2014%	2015%
<b>Parker</b>	11	10	10	10	8	9	9	7	25%	17%
<b>Allen</b>	2	2	3	5	7	5	5	6	14%	14%
<b>Plano</b>	6	7	7	6	7	4	3	4	8%	10%
<b>Wylie</b>	6	7	9	6	9	11	8	7	22%	17%
<b>Murphy</b>	2	4	7	4	2	3	1	1	3%	2%
<b>Lucas</b>	0	0	0	0	0	0	0	1	0%	2%
<b>All Others</b>	2	6	0	0	8	9	10	16	28%	38%
<b>Totals</b>	29	36	36	31	41	41	36	42	100%	100%

## Emergency Medical Services

- Our service model continues as a first responder by Parker paramedics/EMTs with follow-on support / transport by Coalition or backup paramedic ambulance (from Wylie) or mutual aid (Murphy, Lucas).
- There were 134 ambulance runs into Parker during 2015. 88% involved an ETMC ambulance with the remainder from Wylie (11%), Murphy (1%) or Lucas (1%).

## Loss from Fires

- Parker experienced 4 structure fire responses within the City involving property valued in excess of \$4,000,000.
- We suffered no large loss fire in 2015, similar to 2014 and 2013.
- The chart below depicts the 8 year trend. Figures exclude property threatened by grass fires.

### **Estimated Dollar Value Saved & Lost**

Threatened by Fire (excludes small grass fires)

Year	Est. Total \$ Value	Est. \$ Lost	Est. \$ Saved	Est. % Saved
2015	401,000	30,100	370,900	92%
2014	4,335,000	36,000	4,299,000	99%
2013	1,411,000	62,000	1,349,000	96%
2012	3,160,000	690,000	2,470,000	78%
2011	Nil			
2010	792,000	283,000	509,000	64%
2009	1,116,000	228,000	888,000	80%
2008	6,755,000	1,020,000	5,735,000	85%

## Operational Readiness

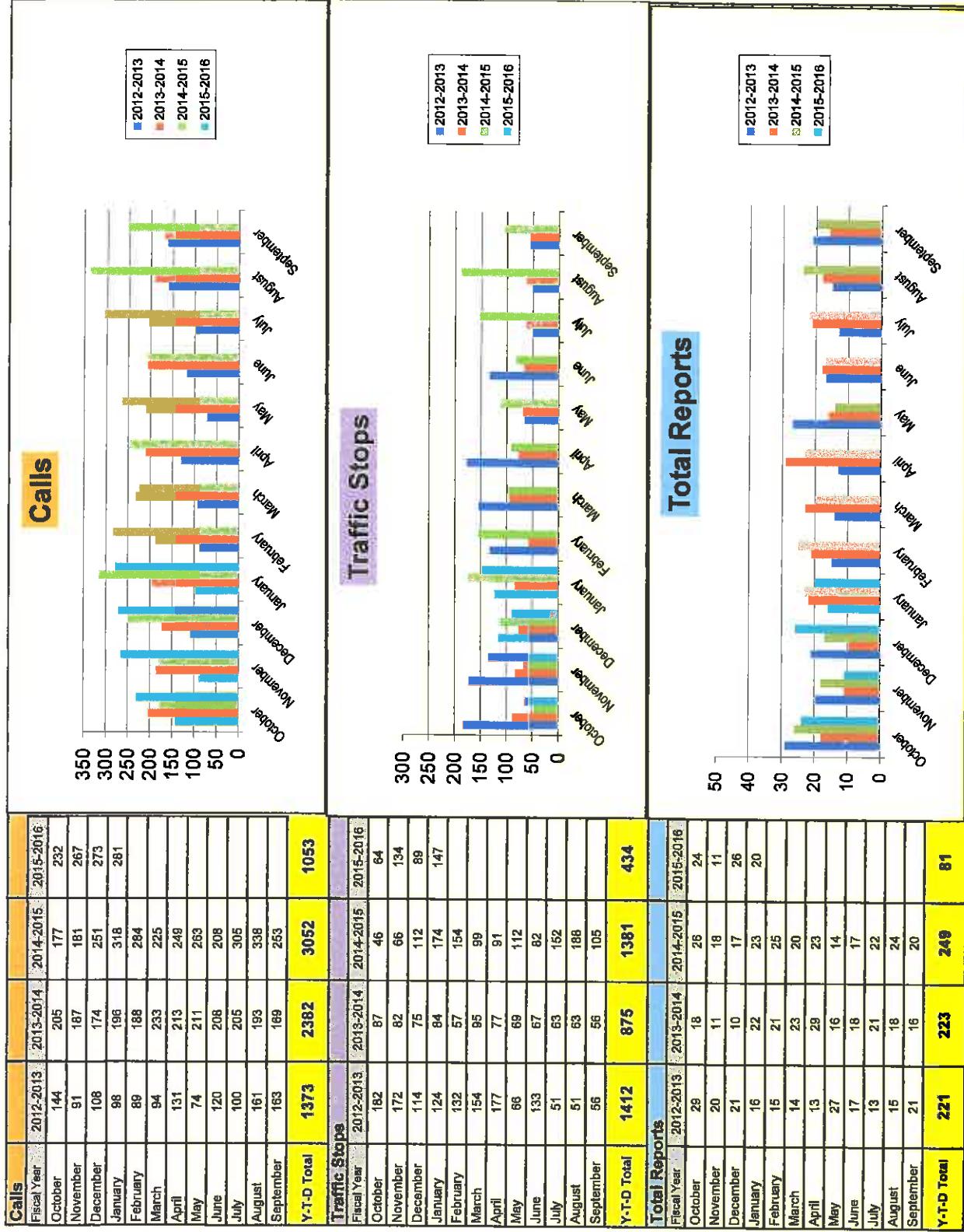
### In service/reserve:

- ✓ Engine 811
- ✓ Engine 812
- ✓ Truck 811
- ✓ Brush 811
- ✓ Tac 811
- ✓ Tac 812 (out of service)

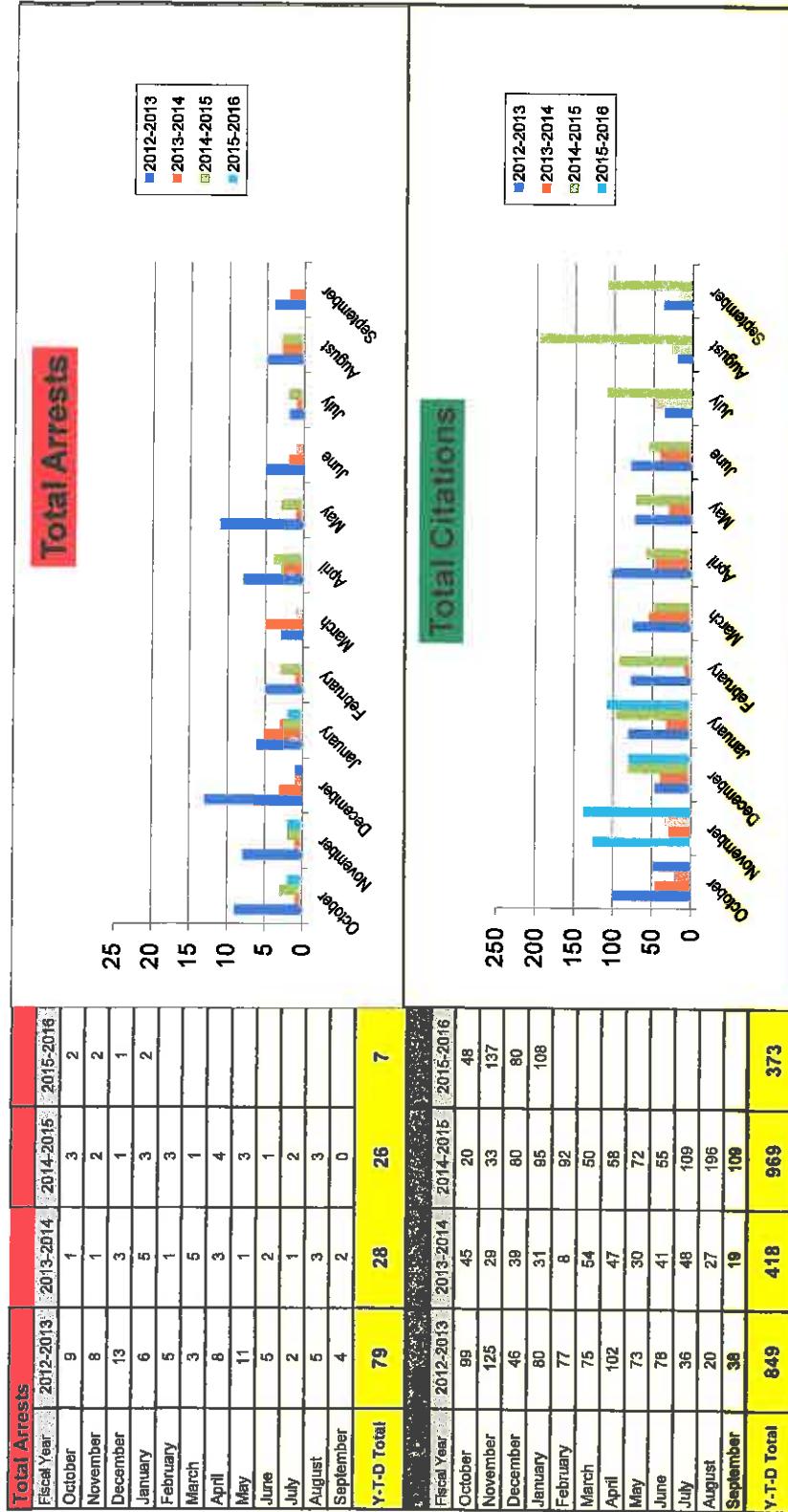
### Comments

- All apparatus with the exception of Tac 812 are in service as of year end.
- Tac 812 is inoperative and we expect to replace the vehicle with fundraising proceeds during 2016.

City of Parker  
POLICE DEPARTMENT  
MONTHLY REPORT



**City of Parker**  
**POLICE DEPARTMENT**  
**MONTHLY REPORT**





City of Parker  
POLICE DEPARTMENT  
VEHICLE MAINTENANCE

# CITY OF PARKER RESERVE OFFICERS HOURS

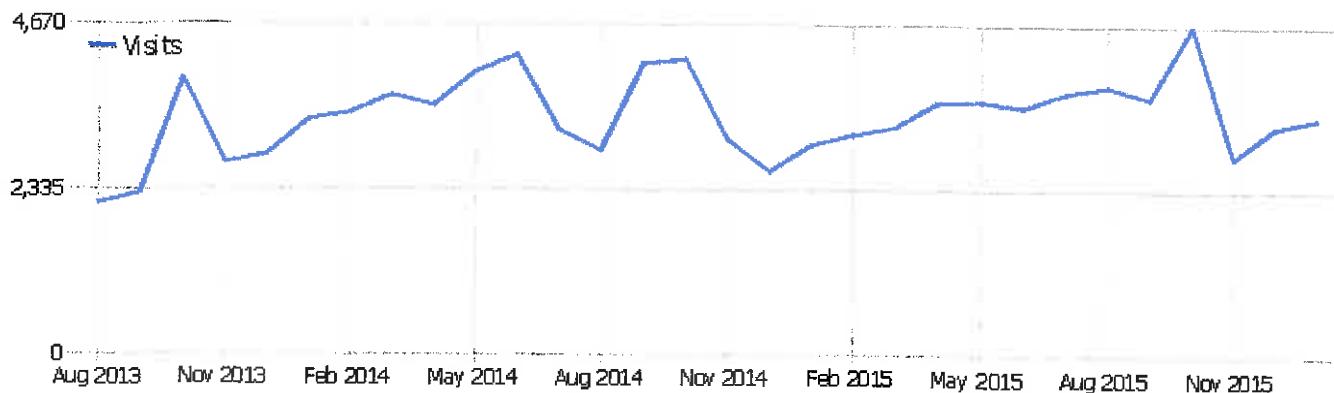
# PIWIK

Parker, TX

Date range: January 2016

Monthly Web Report

## Visits Summary



Name	Value
Unique visitors	2,692
Visits	3,368
Actions	11,529
Maximum actions in one visit	929
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:35
Bounce Rate	52%

## Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
bulk trash	4	1	25%
bid postings	3	1	0%
alarm permit	2	2	0%
alarm renewals	2	2	50%
census	2	1	0%
noise	2	3	0%
permit	2	1	50%
rfq	2	1	0%
scholarship	2	1	0%
"safe room"	1	1	0%
242-a	1	1	100%
2008 census	1	1	0%
6411 e. parker road, parker tx	1	1	0%
alarm	1	1	0%
animal allowance	1	7	0%
animal ordinance	1	3	0%
annual renewal for home alarm due	1	1	0%
application to run for office	1	1	100%
attorney	1	1	0%
backyard chickens	1	1	0%
best suburbs in the metroplex	1	1	0%
bid posting	1	1	100%
blotter	1	1	0%
Others	110	151	22%

## Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	1,809	5,978	3	00:02:40	61%	\$ 0
Search Engines	1,430	5,171	4	00:02:31	43%	\$ 0
Websites	129	380	3	00:02:07	40%	\$ 0

## Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
United States	3,121	10,876	4	00:02:33	51%	\$ 0
Russia	45	91	2	00:01:59	82%	\$ 0
Germany	39	39	1	00:00:00	100%	\$ 0
Israel	32	199	6	00:13:02	19%	\$ 0
Canada	28	39	1	00:00:05	93%	\$ 0
France	11	67	6	00:03:04	27%	\$ 0
China	9	9	1	00:00:00	100%	\$ 0
Kuwait	9	95	11	00:09:57	22%	\$ 0
India	7	13	2	00:05:08	57%	\$ 0
Philippines	7	10	1	00:01:02	57%	\$ 0
Ukraine	6	10	2	00:04:29	33%	\$ 0
United Kingdom	6	6	1	00:00:00	100%	\$ 0
Nigeria	4	6	2	00:03:38	75%	\$ 0
Spain	4	4	1	00:00:00	100%	\$ 0
Australia	3	5	2	00:01:10	33%	\$ 0
Estonia	3	3	1	00:00:00	100%	\$ 0
Puerto Rico	3	15	5	00:05:00	33%	\$ 0
Turkey	3	3	1	00:00:00	100%	\$ 0
Guatemala	2	4	2	00:02:24	50%	\$ 0
Guyana	2	3	2	00:00:10	50%	\$ 0
Italy	2	2	1	00:00:00	100%	\$ 0
Japan	2	2	1	00:00:00	100%	\$ 0
South Korea	2	2	1	00:00:00	100%	\$ 0
Others	18	26	1	00:00:20	72%	\$ 0

## Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	2,397	7,901	3	00:03:02	51%	0%
Smartphone	668	1,841	3	00:01:19	54%	0%
Tablet	245	688	3	00:01:55	58%	0%
Phablet	29	87	3	00:00:56	38%	0%
Unknown	29	1,012	35	00:02:06	41%	0%



## Council Agenda Item

Budget Account Code:	Meeting Date: February 16, 2016
Budgeted Amount:	Department/ Requestor: Chief Rushing
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: February 10, 2016
Exhibits:	1. Racial Profiling Report 2015

### AGENDA SUBJECT

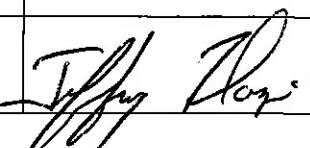
ACCEPTING THE 2015 RACIAL PROFILING REPORT. [RUSHING]

### SUMMARY

Please review the attached 2015 Racial Profiling Report. By reporting this information to City Council and TCOLE (Texas Commission on Law Enforcement) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedure and State House Bill 3389. Should City Council have any questions, suggestions, or in need of any clarification, please contact Chief Bill Rushing or Captain Kenneth Price.

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	Police Chief Bill Rushing via Captain Kenneth Price	Date:	February 10, 2016
City Attorney:		Date:	
City Administrator:		Date:	2/12/16



# Parker Police Department



## Memorandum

**TO:** Honorable Mayor,  
Honorable Mayor Pro Tem  
Distinguished Council Members

**FROM:** Bill Rushing  
Chief of Police

**SUBJECT:** Racial Profiling Report 2015

**DATE:** 02/16/2016

**Honorable Mayor and Distinguished Members of the Parker City Council,**

As you are aware, the Texas Code of Criminal Procedures prohibits racial profiling and requires the collection of data related to motor vehicle stops. It further requires the development and adoption of a policy to clearly define and strictly prohibited racial profiling. Also required is a process for public education relating to complaint processes and to allow individuals to file a complaint if it is believed racial profiling has occurred.

As required by the Texas Code of Criminal Procedures, the Parker Police Department has adopted Special Order 500, titled Racial Profiling, which fulfills the requirements of State House Bill 3389. In addition your Police Department developed Special Order 300 that specifies a process on "How to file a complaint against a Police Officer", as well as collecting and reviewing data related to motor vehicle stops for the purpose of identifying and responding to complaints and/or concerns regarding Racial Profiling.

The Parker Police Department is required to report those findings to the City Council on an annual basis. Specific data contained in this report is also required to be reported to the Texas Commission on Law Enforcement (TCOLE) on or before March 1<sup>st</sup> of every year.

The required information to be reported to TCOLE includes the number of motor vehicle stops, race or ethnicity, was the races known prior to the stop, was a search conducted, was the search consented and if the individual was a resident or not of the reporting agency city.

Police Officers conduct motor vehicle stops as part of their duties. Departmental vehicles used to perform those stops are equipped with video and audio recording equipment. Since all vehicles are equipped with the audio/video equipment, a partial reporting exemption is claimed. The partial exemption is known as a Tier 1 exemption.



## Parker Police Department



### Memorandum

Due to the Tier 1 reporting requirements, motor vehicle stop data is reviewed on a monthly basis, for the purpose of monitoring Officer Compliance. Random video reviews of Officer Contacts are done to ensure compliance with applicable laws and for any evidence of racial profiling. As part of Special Order 500, we have mandated a review process (PPD-009) by the Patrol Division Personnel, as well as a monthly review, as a part of the Internal Affairs function that is recorded on PPD-(009A), which assures quality control of the processes that are being met.

Data regarding motor vehicle stops was compiled throughout the year using Brazos Technology/Crime Star software and a count of any handwritten citations issued by the Officers. A review of the data began in January 2015 and during review of all information available, it appears your Police Department is in compliance with Departmental Policies and Procedures, as well as applicable State and Federal laws regarding our contacts with individuals.

There are no new reporting law requirements for the 2015 reporting period. All personnel were trained on Departmental policy specific to Racial Profiling and there were no complaints of racial profiling received during the 2015 calendar year.

Mayor, by reporting this information to you, the Council and TCOLE (Texas Commission on Law Enforcement) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedures and State House Bill 3389.

Should you or the Council have any question(s), suggestion(s) or in need of any clarification, please contact Captain Kenneth Price or myself.

Yours in Law Enforcement,

A handwritten signature in black ink, appearing to read 'Bill Rushing'. Below the signature, the text 'Bill Rushing' and 'Chief of Police' is printed in a smaller, sans-serif font.

Cc: Jeff Flanagan  
Patty Scott-Grey  
Johnna Boyd



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**Parker Police Department**  
**Racial Profiling Report**

**2015**

**February 16, 2016**

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***Article 2.131-2.132***

- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
  - Race of the individual
  - Whether a search was conducted
  - Whether the search was consensual
  - Whether the officer knew the race of the individual being stopped prior to the stop
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement and the Parker City Council

### **Art. 2.131. Racial Profiling Prohibited.**

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

### **Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.**

(a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the Chief Administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute *prima facie* evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the Chief Administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the Chief Administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

## **Texas Code of Criminal Procedure**

### ***Article 2.133-2.136***

- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is not required
- Parker Police Department is exempt from Tier 2 reporting due to use of video cameras in police vehicles

**Art. 2.133. Reports Required for Motor Vehicle Stops**

- (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
  - (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
    - (A) the person's gender; and
    - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
  - (2) the initial reason for the stop;
  - (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
  - (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
  - (5) the reason for the search, including whether:
    - (A) any contraband or other evidence was in plain view;
    - (B) any probable cause or reasonable suspicion existed to perform the search; or
    - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
  - (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
  - (7) the street address or approximate location of the stop; and
  - (8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

#### **Art. 2.134. Compilation and Analysis of Information Collected**

- (a) In this article:
  - (1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).
  - (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.
- (c) A report required under Subsection (b) must be submitted by the Chief Administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
  - (1) a comparative analysis of the information compiled under Article 2.133 to:
    - (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
    - (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
  - (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about

an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

- (e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute *prima facie* evidence of racial profiling.
- (g) On a finding by the Texas Commission on Law Enforcement that the Chief Administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the Chief Administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 27, eff. September 1, 2009.

#### **Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.**

- (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the Chief Administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
  - (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
    - (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and
    - (B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2009.  
Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

# Parker Police Department

Special Order 500 (Revised 03/10/2015)

- States purpose
- Establishes policy
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary and corrective actions
- Establishes public education
- Provides for training
- Establishes guidelines for data collection
- Use of video/audio equipment and review

<b>Parker Police Department</b>		<b>Special Orders</b>
<b>Subject:</b> Racial Profiling	<b>Number:</b> 500	
<b>Effective Date:</b> 03/10/2015	<b>Review Date:</b> 03/10/2017	
<b>Amends/Supersedes :</b> Any order issued previously	<b>Approved:</b> _____ Chief of Police	
<b>Best Practice Standards:</b> 2.01		

**Note:** This Special Order is for internal use only and does not enhance an Officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Special Order, if proven, can only form the basis of a complaint by this department and only in a non-judicial, administrative setting.

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#### **INDEX WORDS:**

Audio and Video Recording  
 Collection of Information  
 Complaint  
 Ethnicity  
 Race

Racial Profiling  
 Reporting  
 Review  
 Training

#### **I. PURPOSE**

- A. The purpose of this order is to reaffirm the City of Parker Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

## II. POLICY

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This Special Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

## III. DEFINITIONS

- A. Racial Profiling - a law enforcement-initiated action based on an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
- B. Race or Ethnicity - persons of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent.
- C. Acts Constituting Racial Profiling - acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

**IV. PROHIBITION**

- A. Officers of the Parker Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

**V. COMPLAINT PROCESS**

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Parker Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of Special Order 300, Discipline/Complaints against Police Personnel.
  - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in Special Order 300, Section X, Investigation of Externally Originated Complaints.
  - 2. Citizens who appear in person wishing to file a complaint shall be directed to the Internal Affairs Investigator and provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Parker Police Department lobby, and at Parker City Hall. Citizens may also be directed to the Departmental website to file a complaint.
- C. Any Officer or Investigator who becomes aware of an alleged or suspected violation of this Special Order shall report the alleged violation in accordance with Special Order 300, Discipline, Section XI. Investigation of Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a Level I complaint, and shall be investigated by the Office of the Chief of Police or the Internal Affairs Investigator as directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Internal Affairs Unit.

**VI. DISCIPLINARY AND CORRECTIVE ACTIONS**

- A. Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this Special Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

**VII. PUBLIC EDUCATION**

- A. This Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Parker Police Department, and at the Parker City Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

**VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE**

- A. For each motor vehicle stop in which a citation is issued and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:

- 1. Information identifying the race or ethnicity of the individual detained. The following codes will be used to identify the individual's race:

B = Black / African

A = Asian

I = Native American / American Indian

H = Hispanic

W = White / Caucasian

M = Middle Eastern

O = Other

U = Unknown

Note: Officers may not ask the individual to identify their race. If the officer is unable to determine the race or ethnicity of the person

contacted, then the race shall be entered as "Other" on the citation(s) issued.

2. Whether a search was conducted and if so, whether the individual detained consented to the search; and
3. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
4. If the person contacted is a resident of the City of Parker, this shall be reflected in the Racial Profiling module in the Brazos ticket writing program.

B. The information collected shall be entered in to the Racial Profiling module in the Brazos ticket writing program by the officer in a timely manner. All stops requiring Racial Profiling data collection must be entered.

C. The Internal Affairs Investigator shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the governing body of the City of Parker no later than March 1 of the following year. The report will include:

1. A breakdown of citations by race or ethnicity;
2. Number of citations that resulted in a search;
3. Number of searches that were consensual;
4. Number of citations that resulted in custodial arrest; and
5. Public education efforts concerning the racial profiling complaint process.

C. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

D. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission's prescribed format.

**IX. AUDIO AND VIDEO EQUIPMENT**

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile video camera system capable of recording video and audio.
- B. Each motor vehicle stop made by an officer of this department capable of being recorded by video and audio, shall be recorded.
- C. Investigators and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.
- D. Field Operations Officer shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed below for each motor vehicle stop (PPD-008). All documentation must be submitted to the Internal Affairs Investigator prior to ending that tour of duty. Documentation shall include but is not limited to Field Interview Forms, Traffic Citations and Warning Tickets.
  - 1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:
    - a. the person's gender; and
    - b. the person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
  - 2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual;
  - 3. The initial reason for the stop;
  - 4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search, signing the form (PPD-020);

5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
6. The reason for the search, including whether:
  - a. Any contraband or other evidence was in plain view;
  - b. Any probable cause or reasonable suspicion existed to perform the search; or
  - c. The search was performed as a result of the impound of the motor vehicle or the arrest of any person in the motor vehicle
7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or ordinance or an outstanding warrant and a statement of the offense charged.
8. The street address or approximate location of the stop;
9. Whether the officer issued a citation or a written warning as a result of the stop; and
10. Whether the person contacted is a resident or non-resident of the City of Parker. This shall be reflected on each citation issued, using an (R) for residents or an (NR) for non-resident.

## **XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION**

- A. Each audio and video recording shall be retained for a minimum period of one hundred eighty (180) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle stop. The Internal Affairs Investigator shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this Special Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the Office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Internal Affairs Investigator or his designee shall review a randomly selected sampling of video and audio recordings, made recently by

officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (PPD-009)

1. Written documentation shall include:
  - a. the names of the officers whose stops were reviewed;
  - b. the date(s) of the videos reviewed;
  - c. the date the actual review was conducted; and
  - d. the name of the person conducting the review.
2. The Internal Affairs Investigator shall forward the required documentation to the Office of the Chief of Police.
3. The Internal Affairs Investigator shall maintain a file of all video review documentation performed, in compliance with this Special Order.

D. In reviewing audio and video recordings, the Internal Affairs Investigator or his designee, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

## **XII. TRAINING**

- A. Each peace officer employed by the department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCOLE intermediate proficiency certificate, or who had held a peace officer license issued by TCOLE for at least two years, shall complete a TCOLE training and education program on racial profiling.
- B. The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT).

**XIII. EFFECTIVE DATE**

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this Special Order.
- B. If any section, sentence, clause or phrase of this Special Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Special Order.
- C. All training on this Special Order will be in accordance with Special Order 100, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this Special Order.

## 2015 Data Composition

The Parker Police Department provides police services to the City of Parker. The data included in this report is from all traffic related contacts made by the Parker Police Department.

Parker Police Contacts	865
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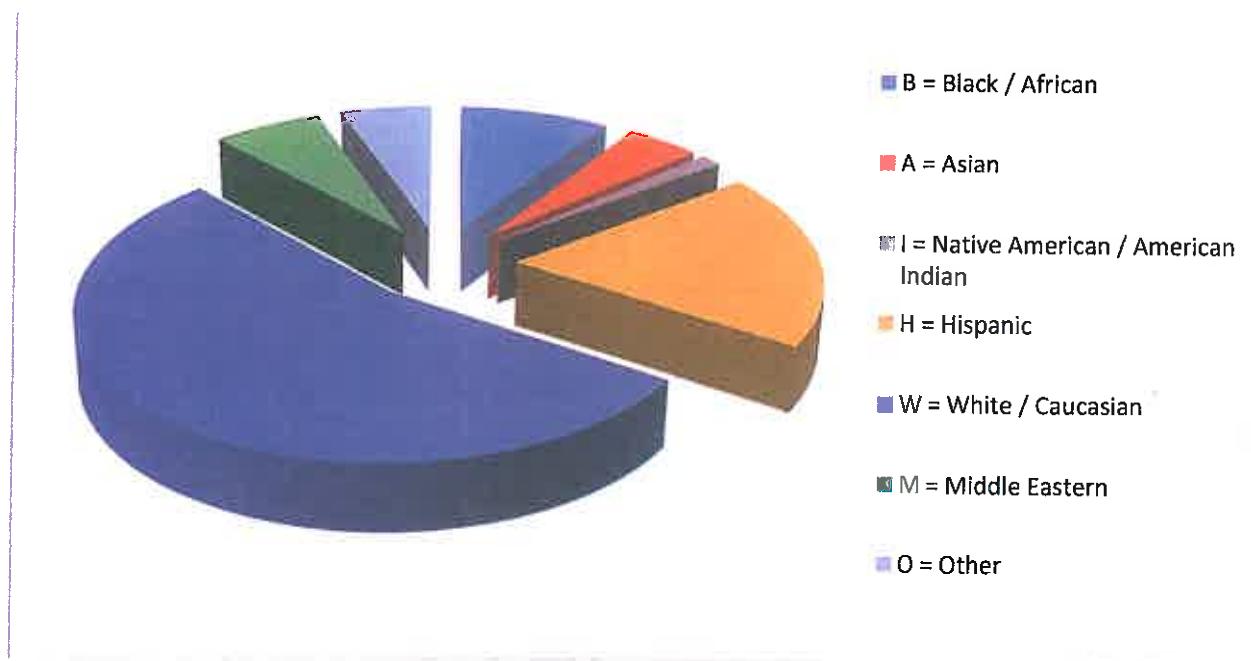
## 2015 Compliance

As required by the Texas Code of Criminal Procedures, the Parker Police Department has adopted Special Order 500, titled Racial Profiling, which fulfills the requirements of State House Bill 3389. In addition your Police Department developed Special Order 300 that specifies a process on “How to file a complaint against a Police Officer”, as well as collecting and reviewing data related to motor vehicle stops for the purpose of identifying and responding to complaints and/or concerns regarding Racial Profiling.

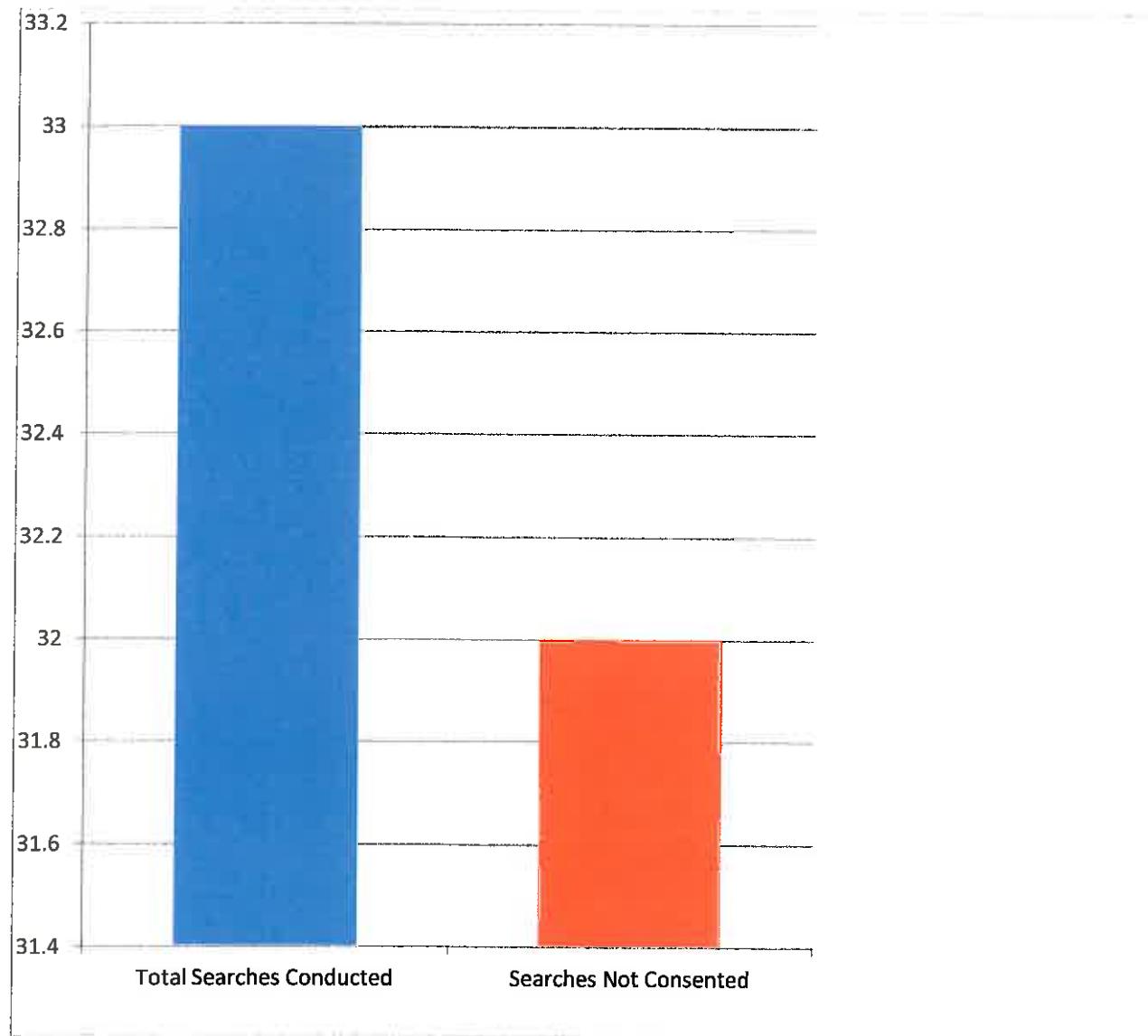
A review of the data began in January 2015 and during review of all information available, it appears the Parker Police Department is in compliance with Departmental Policies and Procedures, as well as applicable State and Federal laws regarding our contacts with individuals.

## Race or Ethnicity

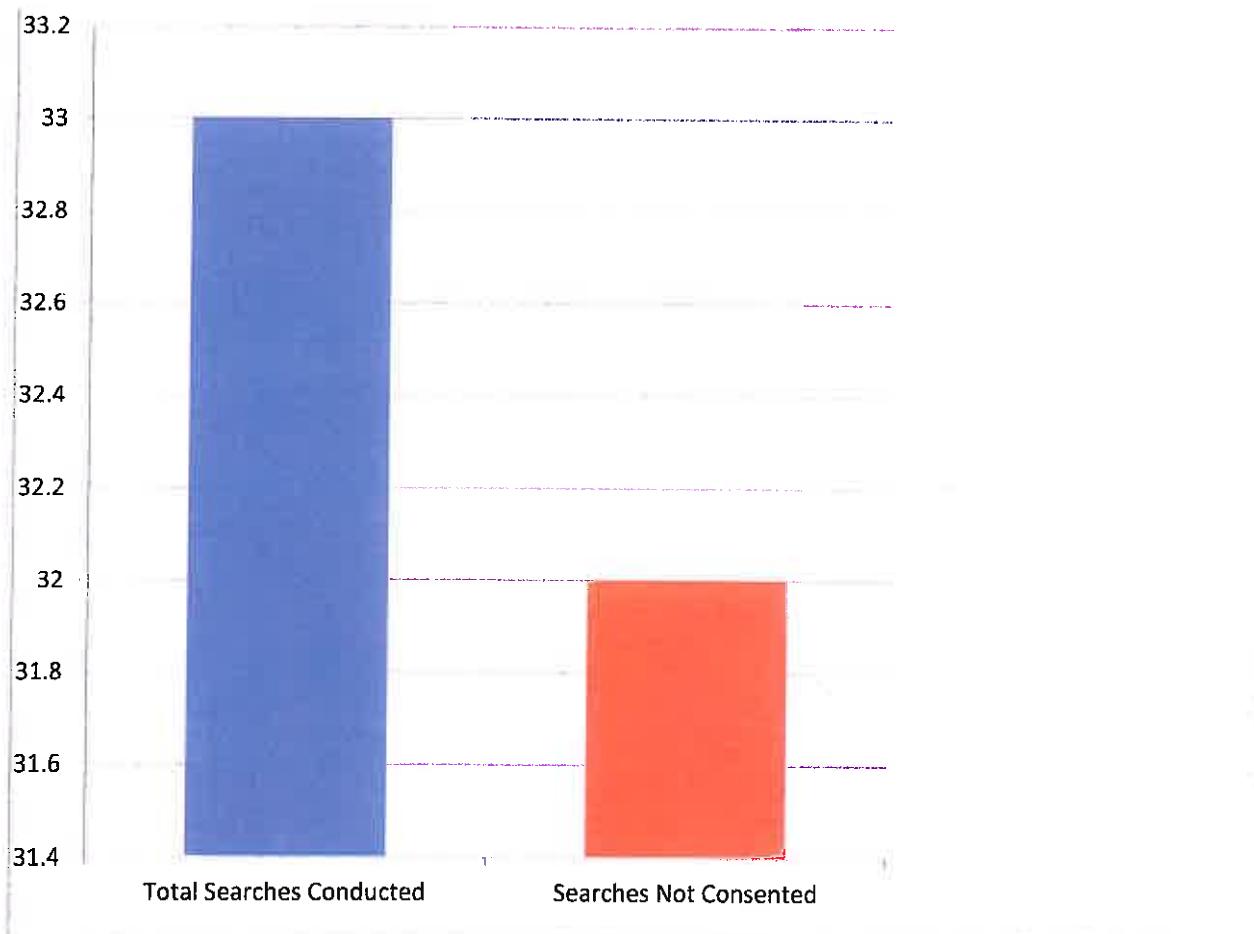
B = Black / African	78
A = Asian	38
I = Native American / American Indian	11
H = Hispanic	167
W = White / Caucasian	468
M = Middle Eastern	56
O = Other	47
U = Unknown	0
Total Contacts	865



Total Searches Conducted	33
Searches Not Consented	32

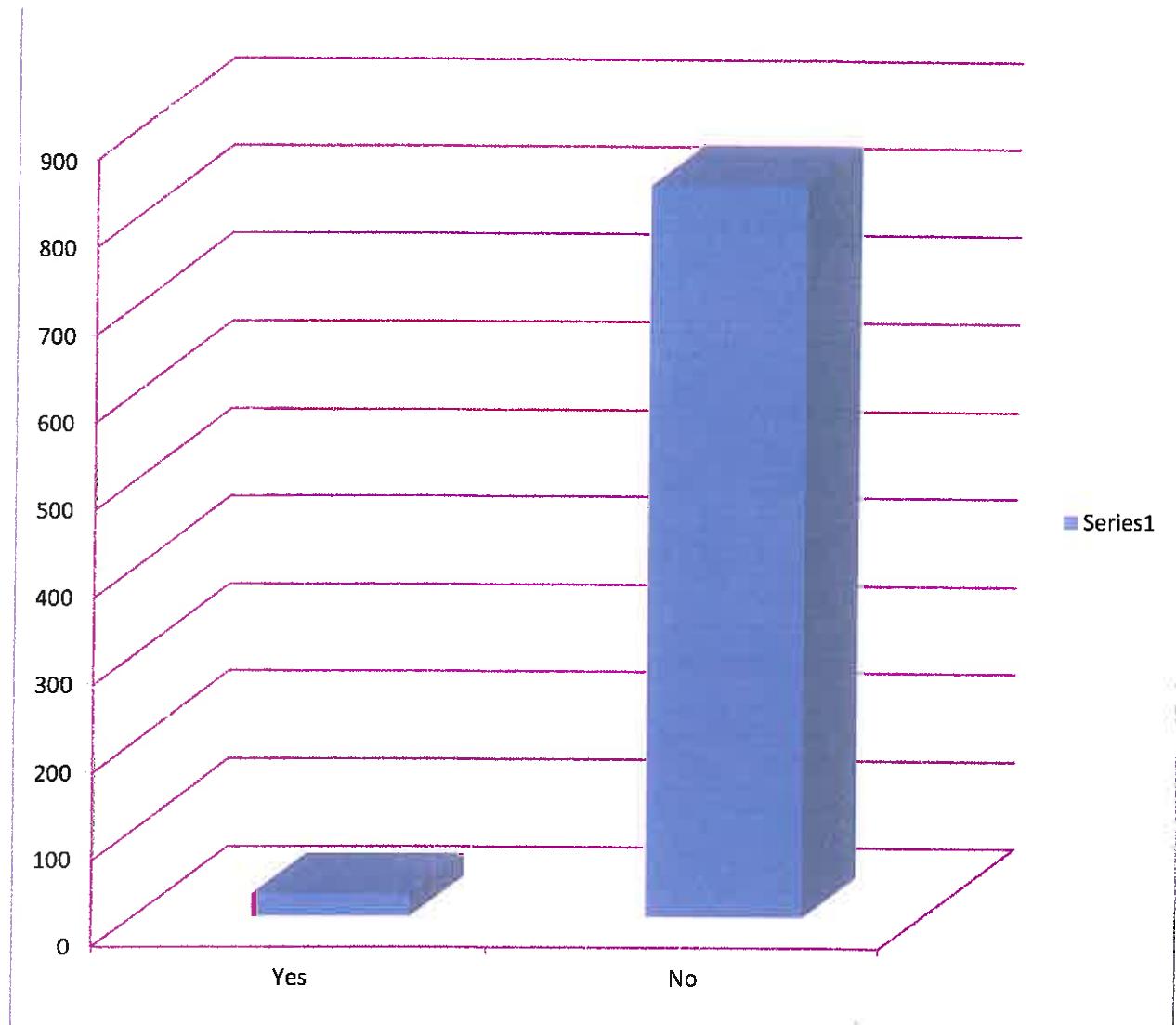


Total Searches	33
Yes	1
No (Incident to Arrest)	32



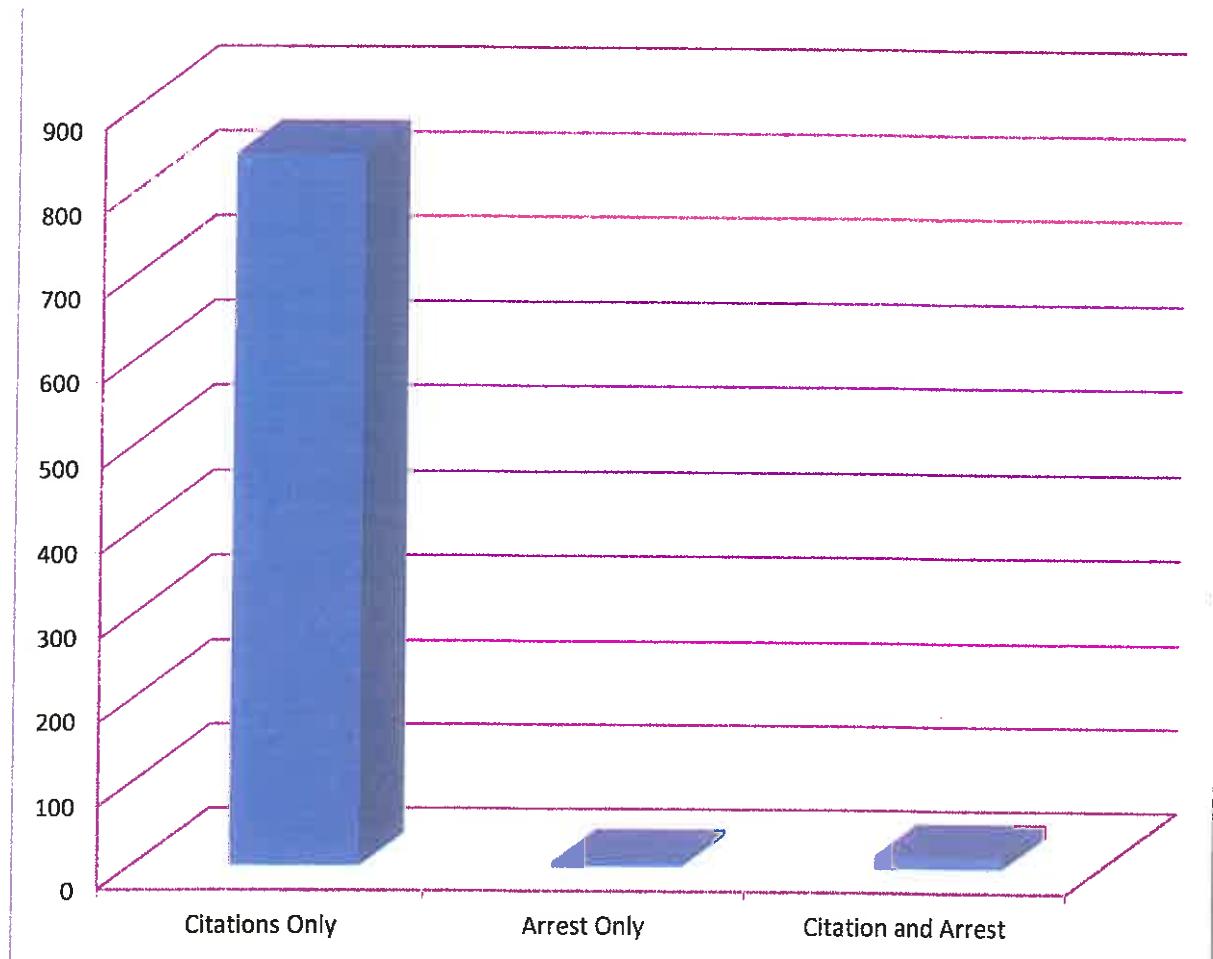
## Race or Ethnicity Known Prior to Stop

Yes	27
No	838
Total	865



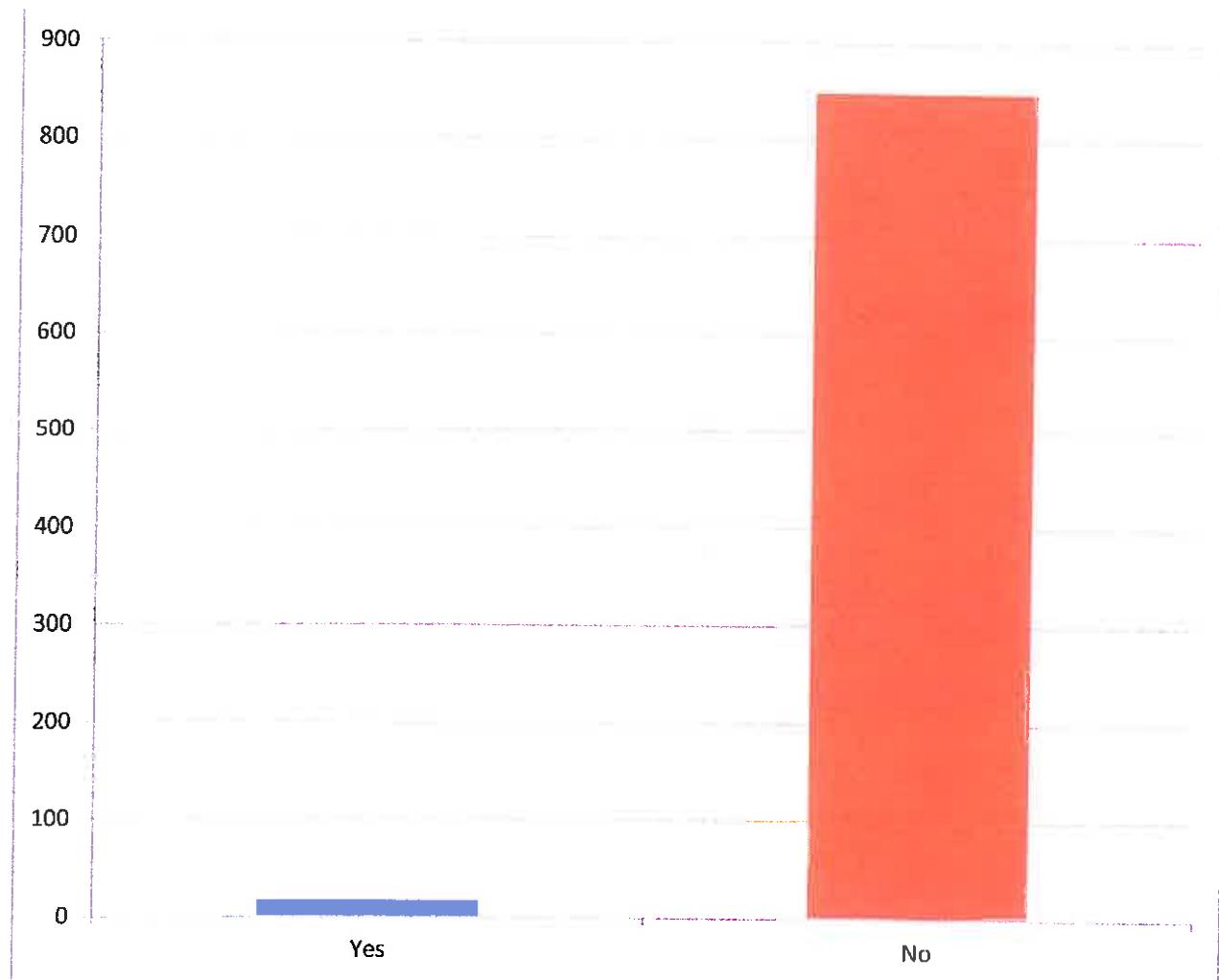
## Number of Motor Vehicle Stops

Citations Only	844
Arrest Only	6
Citation and Arrest	15
<b>Total</b>	<b>865</b>



## Resident Yes or No

Yes	17
No	848



**2014 Racial Profiling Report**

**TCOLE Submission**

**Parker Police Department**

**Number of Motor Vehicle Stops**

1. 844 Citations only  
2. 6 Arrest only  
3. 15 Citations and Arrests

4. **865** **Total**

**Race or Ethnicity**

5. 78 African  
6. 38 Asian  
7. 468 Caucasian  
8. 167 Hispanic  
9. 56 Middle Eastern  
10. 11 Native American  
10.a 47 Other  
10.b 0 Unknown

11. **865** **Total**

**Race or Ethnicity known prior to stop?**

12. 27 Yes  
13. 838 No

14. **865** **Total**

**Search conducted?**

15. 33 Yes  
16. 832 No

17. **865** **Total**

**Was search consented?**

18. 1 Yes  
19. 32 No

20. **33** **Total**



**Parker Police Department**  
Chief Bill Rushing



**Video/Audio Review (Racial Profiling)**

A randomly selected sampling of video and audio recordings, made recently by Officers employed by the Department, will be reviewed to determine if patterns of Racial Profiling exist.

In reviewing video and audio recordings, the Internal Affairs Investigator or his designee, shall seek to determine if the Officer(s) reviewed have engaged in a pattern of Racial Profiling as described in Special Order 500 XI (A-D).

**These reviews shall be conducted weekly and documented below:**

**Date(s) of Video: From:** \_\_\_\_\_ **To:** \_\_\_\_\_ **Unit Number:** \_\_\_\_\_

**1) Name of Officer(s) reviewed:**

A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

**2) Review By:** \_\_\_\_\_ **Date Reviewed:** \_\_\_\_\_  
Printed Name

**3) Notes: (Any findings of Racial Profiling or Violations of Policy)**

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Reviewing Officer Signature

\_\_\_\_\_  
Date

Chief of Police

\_\_\_\_\_  
Date



**Parker Police Department**  
Chief Bill Rushing



**Video/Audio Review (Racial Profiling)**

A randomly selected sampling of video and audio recordings, made recently by Officers employed by the Department, will be reviewed to determine if patterns of Racial Profiling exist.

In reviewing video and audio recordings, the Internal Affairs Investigator or his designee, shall seek to determine if the Officer(s) reviewed have engaged in a pattern of Racial Profiling as described in Special Order 500 XI (A-D).

**These reviews shall be conducted monthly by Internal Affairs and documented below:**

**Date(s) of Video: From: \_\_\_\_\_ To: \_\_\_\_\_ Unit Number: \_\_\_\_\_**

**1) Name of Officer(s) reviewed:**

A) \_\_\_\_\_ B) \_\_\_\_\_

C) \_\_\_\_\_ D) \_\_\_\_\_

**2) Review By: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_**  
Printed Name

**3) Notes: (Any findings of Racial Profiling or Violations of Policy)**

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Reviewing Officer Signature

\_\_\_\_\_  
Date

Chief of Police

\_\_\_\_\_  
Date



## Council Agenda Item

Budget Account Code:	Meeting Date: February 16, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: February 11, 2016
Exhibits:	<ul style="list-style-type: none"><li>1. Proposed Ordinance 733</li><li>2. Election contract for election services with Collin County</li><li>3. Cost Estimate</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 733 CALLING AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; APPOINTING AN EARLY VOTING CLERK, AN ELECTION JUDGE, AN ALTERNATE JUDGE, AUTHORIZING THE MAYOR TO EXECUTE A GENERAL ELECTION CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; AND PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION. [SHEPHERD]

### SUMMARY

#### TIME FOR ORDERING THE ELECTION

General election. A city must order its general election not later than the 78th day before Election Day, whether the election is held on the May or November uniform election date [EC §3.005(c)]. For our May 7, 2016 election, that translates to February 19 as the deadline.

The ordinance will provide for early voting, the appointment of the Early Voting Clerk, Election Judge, Alternate Judge, while authorizing the Mayor to execute a General Election contract for election services with Collin County and proving for the order and notice of the May 7, 2016 election.

**POSSIBLE ACTION**

Approve, Table, Deny

Inter-Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:	City Attorney Shepherd by email	Date:	February 9, 2016
City Administrator:		Date:	2/12/16

**ORDINANCE No. 733**  
*(Order and Notice of May 7, 2016 Election)*

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS, CALLING FOR AN ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT A MAYOR AND TWO CITY COUNCILMEMBERS-AT-LARGE; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF THE EARLY VOTING CLERK, ELECTION JUDGE, AND ALTERNATE JUDGE, AND PROVIDING FOR ORDER AND NOTICE OF THE ELECTION; APPROVING A CONTRACT FOR ELECTION SERVICES, AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS:**

**SECTION 1.** That the Mayor of the City of Parker, Texas, with the concurrence of the City Council, orders an election to be held on May 7, 2016, for the purpose of electing a Mayor and two City Councilmembers-at-Large.

**SECTION 2.** The polling place in the City of Parker for this election is as follows:

Precincts	Location	Address	City
“VOTE CENTERS”*	Parker City Hall	5700 E. Parker Road	Parker

\* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

**SECTION 3.** The polls on Election Day shall be open from 7:00 a.m. until 7:00 p.m.

**SECTION 4.** Said election shall be conducted in accordance with the Texas Election Code and only resident qualified voters of the City of Parker will be entitled to vote.

**SECTION 5.** Candidates file at-large and adhere to the filing period accordingly. Candidate Packets are available in the City Secretary’s Office. The candidate filing period for the General Election for Mayor and two Councilmembers-at-Large; is as follows: January 20, 2016 through February 19, 2016 at 5:00 p.m.

Candidates must file in the City Secretary’s Office located at 5700 E. Parker Road, Parker, Texas.

**SECTION 6. Early voting**

- A. Early voting by personal appearance shall be available at Parker City Hall, 5700 E. Parker Road, Parker, Texas, beginning on April 25, 2016 and ending on May 3, 2016 as set forth below:

<b>Polling Place*</b>	<b>Address</b>	<b>City</b>
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Parker City Hall	5700 E. Parker Road	Parker

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Apr 24	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 5pm	Apr 27 Early Voting 8am to 5pm	Apr 28 Early Voting 8am to 7pm	Apr. 29 Early Voting 8am to 5pm	Apr. 30 Early Voting 8am to 5pm
May 1	May 2 Early Voting 7am to 7pm	May 3 Early Voting 7am to 7pm	May 4	May 5	May 6	May 7 Election Day 7am to 7pm

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration

B. The Early Voting Clerk shall be Bruce Sherbet. The Early Voting Clerk may appoint such Deputy Early Voting Clerks as the Early Voting Clerk deems necessary. The Mayor is authorized to appoint the Election Judge, and take any other actions necessary to provide personnel to properly conduct the election.

**SECTION 7.** Applications for ballot by mail shall be requested from and mailed to the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069 by April 26, 2016. Applications for ballots by mail must be received no later than the close of business on May 7, 2016, at 7 P.M., unless the overseas deadline applies.

**SECTION 8.** The City Council of Parker, Texas does hereby appoint Cindy Meyer as election judge and Stephanie Casson as alternant judge for the election to be held on May 7, 2016. The City Secretary is hereby instructed to send notice of appointment to each election judge of their appointment for the election as stated above in accordance with Tex. Elec. Code Ann. §32.009.

**SECTION 9.** The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

**SECTION 10.** The Council approves and the Mayor is authorized to execute and take appropriate action to carry out the terms of the CONTRACT FOR ELECTION SERVICES with the Elections Division of Collin County Texas, attached hereto as Exhibit A.

**SECTION 11.** All Ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordered herein.

**ADOPTED** this 16 day of February, 2016, by the City Council of the City of Parker, Collin County, Texas.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
City Secretary Patti Scott Grey

**APPROVED AS TO FORM:**

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

**CITY OF PARKER**  
**ORDER AND NOTICE OF GENERAL ELECTION**  
*(ORDEN Y AVISO DE ELECCION GENERAL)*

**To the Registered Voters of Parker, Texas:**  
*(A los votantes registrados del Parker Texas,)*

An election is hereby ordered to be held on May 7, 2016 for the purpose to elect a Mayor and two (2) Councilmembers-at-Large.

*(Por la presente se ordena que se llevara a cabo una eleccion el 7 de Mayo de 2016 con el proposito para elegir el alcalde y dos (2) miembro del concilio.)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 7, 2016, for voting in a general election, to elect a Mayor and two (2) Councilmembers-at-Large.

*(Notifquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 7 de Mayo de 2016 para votar en la Eleccion General para elegir el alcalde y dos (2) miembro del concilio.)*

**LOCATION(S) OF POLLING PLACES**  
*(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)*

Precincts	Location	Address	City
“VOTE CENTERS”*	Parker City Hall	5700 E. Parker Road	Parker

\* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

*(\* Ciudad los electores pueden votar en cualquiera de los adicionales elecciones día votación centros abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

**EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED EACH WEEKDAY AT**  
*(LA VOTACION ADELANTADA EN PERSONA SE LLEVARA A CABO DE LUNES A VIERNES EN)*

Polling Place*	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Parker City Hall	5700 E. Parker Road	Parker

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 24	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 5pm	Apr 27 Early Voting 8am to 5pm	Apr 28 Early Voting 8am to 7pm	Apr. 29 Early Voting 8am to 5pm	Apr. 30 Early Voting 8am to 5pm
May 1	May 2 Early Voting 7am to 7pm	May 3 Early Voting 7am to 7pm	May 4	May 5	May 6	May 7 Election Day 7am to 7pm

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

*(\* Ciudad los electores pueden votar en cualquiera de los lugares de votación anticipada adicionales abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

**Applications for ballot by mail shall be mailed to:**

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)*

**COLLIN COUNTY ELECTIONS ADMINISTRATION OFFICE**

*(Name of Early Voting Clerk) (Nombre del Secretario de la Votacion En Adelantada)*

**2010 REDBUD BLVD., SUITE 102, MCKINNEY, TEXAS 75069**

*(Address) (Direccion)*

*(City) (Ciudad)*

*(Zip Code) (Zona Postal)*

**Applications for ballots by mail must be received no later than the close of business on April 26, 2016.**

*(Las solicitudes para boletas que se votaran en ausencia por correo debean recibirse para el fin de las horas de negocio el)  
(date) (fecha) : de 7 Mayo de, 2016.*

Issued this the 16 day of February, 2016.

*(Esitada este dia 16 de febrero, 2016.)*

**Mayor Z Marshall**  
*Firma Del Alcalde*

***Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.***

***Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.***

**May 7, 2016**  
**General Election**  
**Contract for Election Services**  
**City of Parker**

---

# **May 7, 2016**

## **General Election**

### **Table of Contents**

I.....	Duties and Services of Contracting Officer
II.....	Duties and Services of City
III.....	Cost of Election
IV.....	General Provisions

### **Exhibits**

Exhibit A.....	Early Voting Schedule and Locations
Exhibit B.....	Election Day Vote Centers
Exhibit C.....	Cost of Services

**THE STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF PARKER**

**§**

**CONTRACT FOR  
ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF PARKER, hereinafter referred to as the "CITY," and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's May 7, 2016 General Election and a City Runoff Election, if necessary, on June 18, 2016. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

**A.** The Contracting Officer shall arrange for appointment of the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

**B.** The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

**a.** The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

**b.** The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

**c.** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City's May 7, 2016, General Election shall be conducted during the time period at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. Voters may vote at any additional Vote Center open under a full service contract at no additional cost to the jurisdiction. The City shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bruce Sherbet. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period.

Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**II. DUTIES AND SERVICES OF THE CITY.** The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall arrange for appointment, notification (including writ of Election) and compensation of all presiding judges, alternate judges and clerks. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.

a. Election judges shall be responsible for picking up from and returning Election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00

C. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 4, 2016.

D. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. **The City shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Thursday, February 25, 2016, the official wording for the City's May 7, 2016, General Election.**

b. The City shall approve the "blue line" ballot format prior to the final printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

E. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 1, 2016. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury  
2300 Bloomdale Rd. #3138  
McKinney, Texas 75071**

**Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.**

G. The City shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. COST OF SERVICES.** See Exhibit "C."

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's May 7, 2016, General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 7, 2016, General Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 7, 2016, General Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

---

Bruce Sherbet  
Elections Administrator  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

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

Z Marshall, Mayor  
City of Parker

Attest: \_\_\_\_\_

Patti Grey, City Secretary  
City of Parker

Exhibit "A"

**MAY 7, 2016  
GENERAL ELECTION**

**Early Voting Locations and Hours  
City of Parker\***

<b>Polling Place</b>	<b>Address</b>					<b>City</b>
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102					McKinney
Parker City Hall	5700 E. Parker Rd.					Parker
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>	<i>April 29</i>	<i>April 30</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i> <b>7am – 7pm</b> <b>Election Day</b>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

**Exhibit "B"**

**MAY 7, 2016**

**GENERAL ELECTION**

**Election Day Vote Centers – City of Parker\***

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
“VOTE CENTERS”	Parker City Hall	5700 E. Parker Rd.	Parker

\*City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

## SUMMARY OF COSTS FOR CITY OF PARKER

<b>SUPPLY COST</b>	\$235.01
<b>EQUIPMENT RENTAL COST</b>	\$2,339.00
<b>EARLY VOTING</b>	\$78.20
<b>ELECTION DAY</b>	\$0.00
<b>ADMINISTRATIVE EXPENSES</b>	\$66.00
<b>TABULATION/PROGRAMMING COSTS</b>	\$997.50
<b>CENTRALIZED COSTS</b>	<u>\$272.98</u>
<b>Total</b>	\$3,988.69
<b>10% Administrative Fee</b>	<u>\$398.87</u>
<b>Grand Total</b>	<b>\$4,387.56</b>
<b>90% Deposit due by 4/1/16</b>	<b>\$3,948.80</b>



## Council Agenda Item

Budget Account Code:		Meeting Date: February 16, 2016
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: City Attorney Shepherd
Estimated Cost:		Date Prepared: February 11, 2016
Exhibits:	1. Proposed Resolution 2016-502 2. Waste Collection and Disposal Agreement	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2016-502 TRASH CONTRACT. [SHEPHERD]

### SUMMARY

### POSSIBLE ACTION

### TIME FOR ORDERING THE ELECTION

Approve, Table, Deny

---

Inter- Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:	City Attorney Shepherd by email	Date:	Feb. 11, 2016

City Administrator:		Date:	2/12/16
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**RESOLUTION NO. 2016-502**  
*(2016 Solid Waste Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE  
SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE  
SERVICES OF PLANO**

**WHEREAS**, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

**WHEREAS**, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; 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 negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

**SECTION 2.** The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

**SECTION 3.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

---

Patti Scott Grey, City Secretary

---

Z Marshall, Mayor

APPROVED AS TO FORM:

---

James E. Shepherd, City Attorney

## **WASTE COLLECTION AND DISPOSAL AGREEMENT**

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF COLLIN**

**THIS WASTE COLLECTION AND DISPOSAL AGREEMENT** (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano ("Contractor").

**A.** Contractor and City entered into an Agreement for the collection and disposal of residential waste as of December 1, 2009 (the "Original Agreement").

**B.** Contractor and City have entered into a series of amendments to the Original Agreement.

**C.** The latest amendment to the Original Agreement is due to expire on December 31, 2015. The Original Agreement and all prior agreements and amendments between the parties are terminated on the effective date of this Agreement.

**D.** Contractor and City desire to enter into this Agreement for services as provided below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

### **SECTION 1.**

#### **GRANT**

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

**WASTE COLLECTION AND DISPOSAL AGREEMENT**

11110566.3

## SECTION 2.

### DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings:

- A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.
- B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Excluded Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.
- C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or fifty (50) lbs. in weight.
- D. City: The City of Parker, Texas, a municipal corporation in Collin County, Texas.
- E. City Council: The Parker City Council.
- F. Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- G. Contractor: Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano, and its successor(s) and/or affiliates under this Agreement.
- H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.
- I. Customer: An occupant of a Residential Unit who generates Refuse.
- J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

L. Excluded Waste: Hazardous Waste, , radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste.

M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.

N. Handicapped Customers: A residential household in which all members of the household are physically handicapped to the extent that they are unable to place Garbage at curbside. The fact of such handicap must be certified to Contractor by the Mayor of the City.

O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.

Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.

R. Recyclable Materials: Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, including, but not limited to, newspapers (including glossy inserts); plastic jugs and bottles; aluminum and metal cans; and glass food and beverage containers.

S. Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of sixty-five (95) gallons provided by Contractor. The Contractor shall be entitled to charge the Customer a \$5.00 replacement cost for each Recycling Container that is lost, stolen, destroyed or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may purchase one additional container for an additional fee of \$5.00.

T. Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.

U. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

V. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

W. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Excluded Waste or Stable Matter.

X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Y. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Excluded Waste or special waste.

Z. Hazardous Household Waste Green Event - Contractor will donate services once per year for a household hazardous waste (HHW) /green event. The event will last 4 hours at the location and date chosen by the City. Contractor will provide information on what type of household hazardous waste is acceptable for disposal at such event.

### SECTION 3.

#### CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect and dispose of Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, or collection may cause damage to the street, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City.

B. Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for Excluded Waste shall not pass to Contractor, but shall remain with the Customer that generated such waste.

C. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Contractor will utilize written route books for use in the collection of Refuse from all residential and commercial Customers. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks.

D. Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles monthly to all residential Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of 10 (ten) yards of waste per month as described in definitions for Brush, Bulky Waste, and Bundles on the third Thursday of each month. Additional volumes that exceed the ten yard limit may be called into Contractor for a special pick up at \$95.00 per hour. Contractor will arrange the additional services with the customer directly.

E. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one telephone directory covering Collin County under the name by which it conducts business in the community.

F. Contractor agrees that Customer complaints shall be addressed and resolved within forty-eight (48) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

G. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

H. Contractor shall not be obligated to pick up Excluded Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

I. Contractor shall comply with all municipal, county, state and federal laws in its performance of this Agreement.

## SECTION 4.

### CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to changes in location of disposal facilities and / or increase in disposal costs after the first year of the contract. Any proposed increase will be subject to the City Council approval.

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers, and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

## SECTION 5.

### SPILLAGE

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

## SECTION 6.

### NON-COLLECTION

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the

decision of the City Administrator of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection or places Excluded Waste out for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash or Excluded Waste and shall notify City of the reason for such non-collection. Contractor shall also provide notice to the Customer of the reason for such non-collection (unless such non-collection is the result of the Customer's failure to timely place the Brush or containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the container or the front door of the residence and shall indicate the nature of the problem and the correction required, and such Garbage may then be collected at the next regular collection date (provided, however, that Contractor shall never be required to collect Excluded Waste). The City may investigate when notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City.

## **SECTION 7.**

### **INDEMNIFICATION**

**Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of Contractor in the performance of this Agreement. City will not be responsible for the negligence of Contractor, or any of its agents, employees, or customers.**

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities of the City shall include, and not be limited to, those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

## **SECTION 8.**

### **INSURANCE**

Contractor agrees to carry, at a minimum, the following types of insurance:

<b>Worker's Compensation</b> (or other State-approved program)	<b>Statutory</b>
---	------------------

Employer's Liability	\$500,000
Bodily Injury Liability Except automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Automotive Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Automotive Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. The City shall provide Contractor with at least twenty days' notice prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present proof of insurance to cure the default prior to the Council meeting. Contractor will provide proof of insurance of the coverage and minimums specified above prior to the effective date of this Agreement, and on each anniversary date of this Agreement. The City may request additional proof of insurance at any time during the term of this agreement, and the Contractor agrees to provide endorsements evidencing such coverage within 10 days of the request.

## SECTION 9.

### TERM

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2021, except as it may be extended as provided below. On or before October 1, 2021 (the "Termination Notice Deadline"), either party may provide written notice to the other party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2021 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2021, then the term of this Agreement shall be extended until December 31, 2026.

## SECTION 10.

### TERMINATION

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to

Contractor at the address, set forth below in Section 11, of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement.

Contractor shall be allowed a *ten (10)* day period from the date of receipt of said written notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than *ten* days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate waste collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement as of the date of the hearing, or as otherwise determined by the Council. Upon termination or expiration of this Agreement, all amounts due hereunder (to the date of the hearing, or the termination date set by the Council) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the City incurred as a result of the breach of this Agreement.

## SECTION 11.

### MISCELLANEOUS

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor with written notice to the City as long as all obligations of Contractor in this Agreement are assumed in writing by the assignee, and proof of insurance is provided, and all other obligations of the Contractor are performed by the Assignee in accordance with this Agreement. The Agreement may be assigned to any other third party with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Administrator of the City of Parker will be authority for the approval of charges or any service not contemplated by this Agreement, and for the disposition of any dispute between a Customer and Contractor. The City Administrator of the City of Parker may designate a City employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to

Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or other Excluded Waste. City agrees to pass such ordinances as are necessary in the discretion of the City Council to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both parties and their officers, agents, employees, representatives, contractors and subcontractors shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

E. Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms. City shall pay Contractor \$60/hour for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions, or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations.

G. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002  
Telephone: 972.442.4922  
Fax: 972.442.2894

If to Contractor:

General Manager  
Allied Waste Systems, Inc.  
4200 E. 14<sup>th</sup> St.  
Plano, Texas 75074  
Telephone: 469.443.7019  
Fax: 972.881.9077

The parties will each notify the other in writing of any changes to the notification and contact information above.

H. Annual Increase - Contractor may request at the council's discretion an annual adjustment of fees in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). A twelve (12) month average of that CPI will be utilized from October of the prior year to October of the year of the request. No decreases shall be made to the rates for service if the CPI decreases.

H. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

I. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

J. Entire Agreement: This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as

provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

**K. Governing Law, Venue and Consent to Jurisdiction:** This Agreement, and the rights, remedies, obligations, and duties of the parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, exclusive venue for such action shall be proper in the state district courts of Collin County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

**L. Non-Appropriation:** In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor as much notice as possible of this contingency.

(Signatures begin on next page)

Executed to be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date").

**ALLIED WASTE SYSTEMS, INC., a**  
Delaware corporation

BY: Jason Shear  
Jason Shear, General Manager

**CITY OF PARKER,**  
Collin County, Texas

BY: \_\_\_\_\_  
Z Marshall, Mayor

ATTEST:

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City Secretary

**Attachment 1**

<b>Solid Waste Collection</b>	<b>\$11.11</b>
1 x wk: 2 carts MSW	
 <b>Recycle Collection</b>	 <b>\$3.74</b>
1 x wk: 1 cart	
 <b>Brush/Bulk Collection</b>	 <b>\$1.98</b>
Monthly	
 <b>Total Monthly Service</b>	 <b>\$16.83</b>
 <b>Extra Cart</b>	 <b>\$7.70</b>
 <b>Carryout Service</b>	 <b>\$18.70</b>
1 x wk: 2 cart MSW	
Extra carry out cart	<b>\$10.31</b>
 <b>City Hall - 4 Rolloffs per year/city event</b>	 <b>No Cost</b>
30 yard rolloff city hall use	<b>No Cost</b>
Additional Rolloff containers	<b>\$390.00</b>
 <b>Bulk over 10 Yard limit</b>	 <b>\$95.00 / Hour</b>
 <b>HHW Event - Annual</b>	 <b>No Cost</b>



## Council Agenda Item

Item 7  
C'Sec Use Only

Budget Account Code:		Meeting Date: February 16, 2016
Budgeted Amount:		Department/ Requestor: City Administrator
Fund Balance-before expenditure:		Prepared by: City Administrator Flanigan
Estimated Cost:		Date Prepared: January 27, 2016
Exhibits:	1. Birkhoff, Hendricks & Carter, LLP letter, dated January 19, 2016 2. December 10, 2016 P&Z Minutes (Item #2)	

### AGENDA SUBJECT

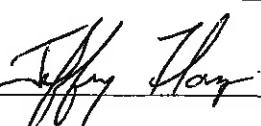
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT  
FOR KINGS CROSSING 3. [FLANIGAN] [Tabled – 02022016]

### SUMMARY

Planning and Zoning (P&Z) Commission recommended approval of the Preliminary Plat at the December 10, 2015 P&Z meeting; subject to completing Birkhoff, Hendricks & Carter, LLP punch list and renumbering some lot numbers.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	2/12/16

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

January 19, 2016

Mr. Jeff Flanigan  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

Re: Kings Crossing – Phase 3

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Kings Crossing Phase 3, dated January 8, 2016. We received these plans from Westwood Professional Services on January 11, 2016.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

**Preliminary Plat Comments**

1. Water line easement required where water line is shown outside Lewis Lane ROW.

**Storm Plan Comments**

2. Manning's roughness coefficient used of 0.030 signifies a well maintained channel. While this may be the intent of the channels along the individual lots (please confirm), is there a maintenance agreement that will regularly maintain the channel along Lewis Lane as well.
3. Provide the previously submitted drainage report that included this phase. The previous phase that was submitted with the report included calculations regarding valley storage. It is unclear if those calculations included the proposed grading with this phase. The proposed plans show fill in several areas of the floodplain but does not address any valley storage loss. It appears that a pond is being filled in with this grading as well, clarify if this was also part of the previous drainage study.
4. Label the velocities in the creek being discharged into.
5. Minimum channel velocity is 2 fps. Maximum discharge velocity from a culvert is 8 fps.

Mr. Jeff Flanigan  
City of Parker  
January 19, 2016  
Page 2 of 2

**Utility Plan Comments**

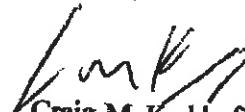
6. Provide a 0.1-foot drop across proposed manhole connections.

**Details Comments**

7. Provide a geotechnical report.
8. Remove notes 2 and 3 from the cover sheet regarding filling in low areas.

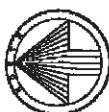
The plans provided for our review have been marked-up to represent the comments above and are attached with this letter. We are available to discuss our review comments further at your convenience.

Sincerely,



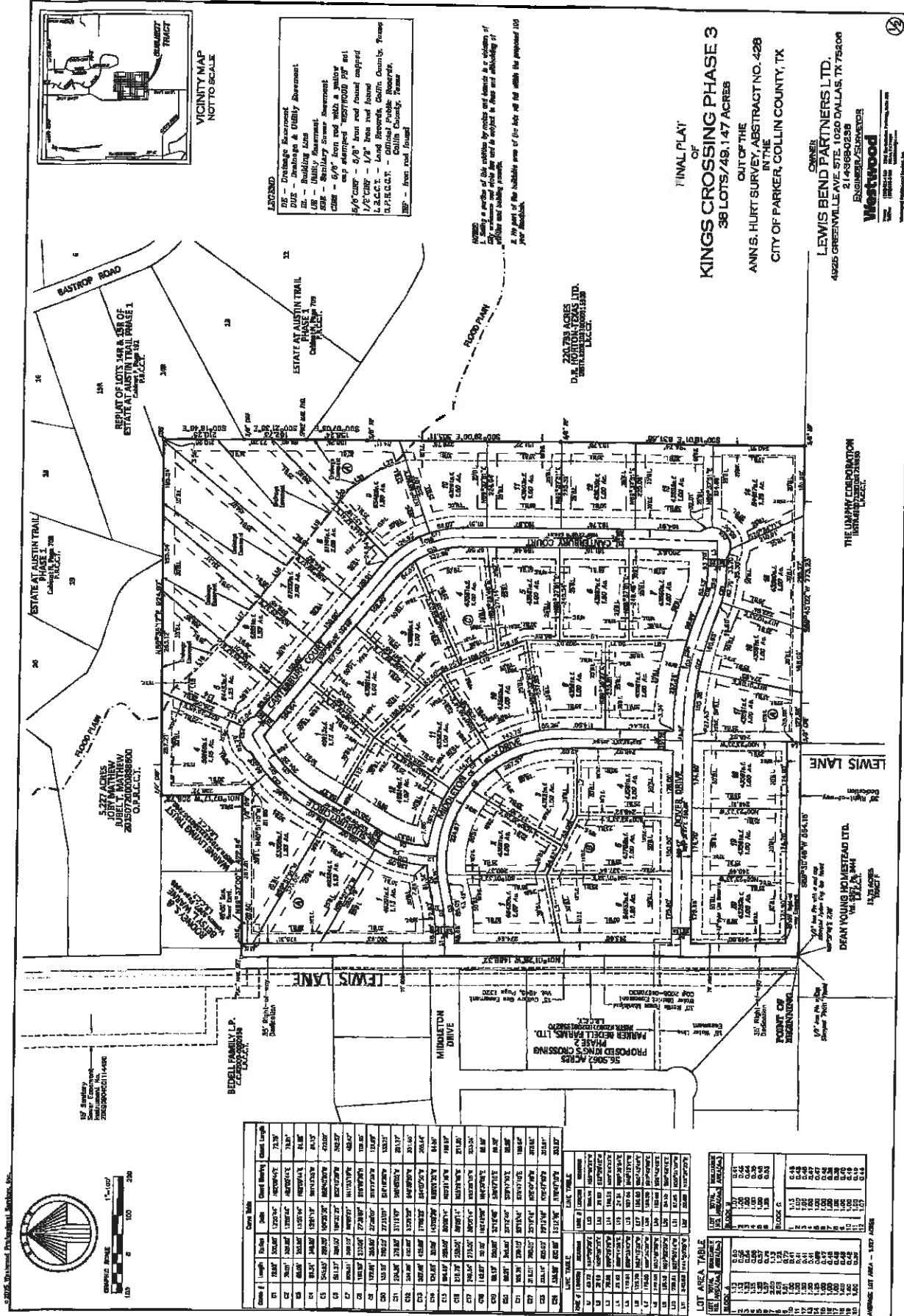
Craig M. Kerkhoff, P.E.

Enclosures



ପରିବହନ

KINGS CROSSING PHASE 3





**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**December 10, 2015**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

The Planning and Zoning (P&Z) Commission met on the above date. Chairperson Wright called the meeting to order at 7:00 p.m. Mr. Wright stated Commissioner Leonard Stanislav was not present and then reminded everyone Mr. Stanislav had resigned and P&Z Commission appointments were made. The P&Z Commission was short a voting member tonight, so Chairperson Wright asked Alternate Two David Leamy to be a voting member. P&Z Member Leamy agreed.

**Commissioners Present:**

<input checked="" type="checkbox"/> Chairperson Wright	Alternate Cassavechia
<input checked="" type="checkbox"/> Commissioner Lozano	<input checked="" type="checkbox"/> Alternate Leamy
<input checked="" type="checkbox"/> Commissioner Jeang	<input checked="" type="checkbox"/> Alternate Douglas
<input checked="" type="checkbox"/> Commissioner Raney	
Commissioner Sutaria	

**Staff/Others Present:**

City Administrator Flanigan

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No comments.

**INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR NOVEMBER 12, 2015.

MOTION: Commissioner Leamy moved to approve the minutes as presented. Commissioner Lozano seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

**2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KING CROSSING PHASE 3. (EXHIBIT – KING CROSSING PHASE 3)**

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission. Mr. Flanigan reviewed the item, stating King Crossing Phase 3 was formerly part of the development agreement referred to as the Bedell Tract in the NE corner of Parker. A plat and letter from the City Engineer were provided, noting two (2) plat related issues and other construction related issues. The two (2) preliminary plat issues needed to be addressed along with the drainage, prior to going to the City Council. Most of the other issues were already completed or in the process. Mr. Flanigan said he had the Developer and the Developer's Engineer present to answer any questions. Commissioner Lozano pointed out that the plat and the location map did not match. The NW corner was not notched out; it appeared to be a rectangle on the location map. Block A was mislabeled 50, 46, 49, 48 and should be 11, 12, 13, 14. The developer said the plat comments would be corrected by the next day, including the waterline easement. City Administrator Flanigan said our City Engineer would not allow construction to start until all the issues were addressed.

MOTION: Commissioner Leamy moved to recommend approval of the preliminary plat of King's Crossing Phase 3, with the noted notched area change to the subject tract on the location map; the renumbering of Block A from 50, 46, 49, 48 to 11, 12, 13, 14; and all engineering punch list items corrected. Commissioner Jeang seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

**3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DONIHOO FARMS PHASE 1. (EXHIBIT – DONIHOO FARMS PHASE 1)**

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission on the drainage plan and other issues. Mr. Flanigan said he received a letter, stating Donihoo Farms Phase 1 addressed all items from the City Engineer's comments. All easements will be provided to the city prior to construction. The engineer will review the comments and the rest of the items were construction related and would be addressed prior to a pre-construction meeting. The Developer and Developer's Engineer were present if there are any questions.

MOTION: Commissioner Leamy moved to recommend approval of Donihoo Farms Phase 1, with the provision City Engineer Birkhoff approves all the corrections to the questions. Commissioner Jeang seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

**4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE RESERVE OF SOUTHRIDGE. (EXHIBIT – THE RESERVE OF SOUTHRIDGE)**

Chairperson Wright asked City Administrator Flanigan to update the P&Z Commission. After some discussion Chairperson Wright asked for a motion.

**MOTION:** Commissioner Raney moved to recommend approval of The Reserve of Southridge Preliminary Plat, subject to the following:

1. The right-of-way for the extension of new FM 2551 through the 7 acre parcel will be dedicated at no cost at the City's direction in accordance with an instrument acceptable to the City Attorney;
2. A maintenance agreement for the pond on the 7 acres with language acceptable to the City Attorney will be executed by the owners of the Reserve and the 7 acre tract;
3. The owners of the Reserve will file an application for annexation of the Reserve by the City; and
4. Additional r.o.w. will be dedicated for Curtis Drive on the 7 acre tract at the City's direction in accordance with an instrument with language acceptable to the City Attorney;
5. Landscaping and including trees (3" trees / 30' apart) be added behind three (3) homes on the eastside of the North/South four lane;
6. A Letter of Map Revision (LOMR) filed with Federal Emergency Management Agency (FEMA) to formally revise the effective Flood Insurance Rate Map (FIRM);
7. A fifteen-foot (15') variance along Curtis Lane, instead of the full thirty-foot (30') dedication, on the northern part of the subdivision tract;
8. A construction entrance off of F.M. 2551 (be shown on the construction drawing) to minimize the impact to Curtis Lane; and
9. Completion of the items in John Birkhoff's letter.

Annexation will occur when the plat is approved. If they want Police and Fire services, they will annex before any homes are built.

Commissioner Leamy seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

#### **ROUTINE ITEMS**

##### **5. FUTURE AGENDA ITEMS**

No Future Agenda Items at this time.

## 6. ADJOURN

Chairperson Wright adjourned the meeting at 7:29 p.m.



Minutes Approved on 6<sup>th</sup> day of January, 2016.

  
Chairman Russell Wright

Attest:

  
Commission Secretary Raney

  
Prepared by City Secretary Patti Scott Grey

### Exhibit(s):

- A - King Crossing Phase 3
- B - Donihoo Farms Phase 1
- C - The Reserve of Southridge



## Council Agenda Item

Item 8  
C Sec Use Only

Budget Account Code:	Meeting Date: February 16, 2016
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: February 11, 2016
Exhibits:	<ul style="list-style-type: none"><li>1. Birkhoff, Hendricks &amp; Carter, LLP letter, dated February 8, 2016</li><li>2. December 10, 2016 P&amp;Z Minutes (Item #4)</li></ul>

### AGENDA SUBJECT

### CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRELIMINARY PLAT FOR RESERVE OF SOUTHRIDGE. [FLANIGAN]

### SUMMARY

The Reserve of Southridge was recommended for approval December 10, 2015 by the Planning and Zoning (P&Z) Commission, subject to completion of the Birkhoff, Hendricks & Carter, LLP letter, dated December 9, 2015. Annexation will occur when the plat is approved. If they want to Fire and Police Services, they will annex before any homes are built.

In a letter dated February 8, 2016, Craig Kerkhoff noted he reviewed the Preliminary Plat and Engineering Plans for the Reserve at Southridge Addition, dated January 7, 2016 and received subsequent submittals electronically to follow up on their previous review letter.

### POSSIBLE ACTION

Approve, Table, Deny

Inter-Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	2/12/16

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

February 8, 2016

Mr. Jeff Flanigan  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

Re: The Reserve at Southridge Addition

Dear Mr. Flanigan:

As requested, we have reviewed the Preliminary Plat and Engineering Plans for the Reserve at Southridge Addition, dated January 7, 2016. We received these plans from Kimley Horn on January 8, 2016. We have received subsequent submittals electronically to follow up to our previous review letter.

Our review of the Preliminary Plat and Engineering Plans is for general compliance with the City of Parker's development requirements and good engineering practice, and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act and Texas Surveyor's Act. Listed below are the comments regarding the enclosed plans:

**Comments**

1. City ordinance requires two points of access.
2. A detention pond maintenance agreement shall be in place between the developer and the City whereas the City is not responsible for the maintenance of the pond.

We are available to discuss our review comments further at your convenience.

Sincerely,



Craig M. Kerkhoff, P.E.

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**December 10, 2015**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

The Planning and Zoning (P&Z) Commission met on the above date. Chairperson Wright called the meeting to order at 7:00 p.m. Mr. Wright stated Commissioner Leonard Stanislav was not present and then reminded everyone Mr. Stanislav had resigned and P&Z Commission appointments were made. The P&Z Commission was short a voting member tonight, so Chairperson Wright asked Alternate Two David Leamy to be a voting member. P&Z Member Leamy agreed.

**Commissioners Present:**

✓ Chairperson Wright	Alternate Cassavechia
✓ Commissioner Lozano	✓ Alternate Leamy
✓ Commissioner Jeang	✓ Alternate Douglas
✓ Commissioner Raney	
Commissioner Sutaria	

**Staff/Others Present:**

- ✓ City Administrator Flanigan

**PLEDGE OF ALLEGIANCE**

The pledges were recited.

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

No comments.

**INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION MEETING MINUTES FOR NOVEMBER 12, 2015.

MOTION: Commissioner Leamy moved to approve the minutes as presented. Commissioner Lozano seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

**2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON KING CROSSING PHASE 3. (EXHIBIT – KING CROSSING PHASE 3)**

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9. Completion of the items in John Birkhoff's letter.

Annexation will occur when the plat is approved. If they want Police and Fire services, they will annex before any homes are built.

Commissioner Leamy seconded with Commissioners Wright, Lozano, Jeang, Raney, and Leamy voting for. Motion carried 5-0.

## **ROUTINE ITEMS**

### **5. FUTURE AGENDA ITEMS**

No Future Agenda Items at this time.

## 6. ADJOURN

Chairperson Wright adjourned the meeting at 7:29 p.m.



Minutes Approved on 6<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Chairman Russell Wright

Attest:

  
\_\_\_\_\_  
Commission Secretary Rane

  
\_\_\_\_\_  
Prepared by City Secretary Patti Scott Grey

### Exhibit(s):

- A - King Crossing Phase 3
- B - Donihoo Farms Phase 1
- C - The Reserve of Southridge

**CITY COUNCIL  
FUTURE AGENDA ITEMS**

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2016</b>			
TBD	Create a comprehensive zoning ordinance review committee	Council	discussion requested 3/17
TBD	Discuss what materials may be transported through the City	Pettle	discussion
TBD	Annual Codification Supplement	C'Sec	February
TBD	2015-2016 City Fee Schedule		Removed from 12082015 Agenda
Jan., Apr., July., Oct,	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
March 1, 2016	Proclamation - Retired Competitive Artistic Gymnast Valeri Liukin	Marshall	
March 1, 2016	Impact Fees	Shepherd	
March-April	Moss Ridge Drainage	Flanigan	11/10 Annual Planning Session
March-April	Charter Committee	Flanigan	Added 12/04/2015
March-April	Board Appointment Res. 2013-433 Update	Flanigan	
March-April	Subdivision Revisions	Shepherd	
March-April	Atmos Energy Franchise Agreement	Shepherd	Rem'd from 2/16 CCAgenda
May 1, 2016	ASSC Annual Membership Dues	Finance	Annual membership fee
June	Outdoor Alert/Alarm System	Stone/Flanigan	reqstd 5/19; 11/10 Annual Plnng Mtg; 1/19 CC Agnd

**CITY COUNCIL  
FUTURE AGENDA ITEMS**

<b>MEETING DATE</b>	<b>ITEM DESCRIPTION</b>	<b>CONTACT</b>	<b>Notes</b>
June	Weather Station w/Water Consultant	Flanigan	11/10 Annual Planning Session; added comment 2016 1112
June 7, 2016	Appointment of Court Officials	Resolution	Resolution 2014-445
June 7, 2016	Canvass May Election	City Secretary	Annual
June 7, 2016	Newsletter Committee	City Secretary	Resolution 2014-437
June 7, 2016	Appointment of Contract Review Committee	Resolution	every two years coincides with Mayor's term