



**AGENDA**  
**CITY COUNCIL MEETING**  
**AUGUST 10, 2016 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Special Meeting on Wednesday, August 10, 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.

**INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 739 FOR REVISED 2016 WATER RATES. [LEVINE]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-516 SETTING A PROPOSED TAX RATE; AND APPROVING DATES, TIMES AND A LOCATION FOR TWO PUBLIC HEARINGS ON THE PROPOSED FY 2016-2017 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2016-2017 BUDGET AND APPROVAL OF A TAX RATE. [BOYD]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MOSS RIDGE ROAD DRAINAGE IMPROVEMENTS. [FLANIGAN]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-517 FOR NEWSLETTER COMMITTEE APPOINTMENTS. [MARSHALL]

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-518 APPOINTING THE 2016 CONTRACT REVIEW COMMITTEE. [MARSHALL]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A DONATION IN THE AMOUNT OF \$100 FROM CULLEN AND BARBARA TUBB FOR THE PARKER POLICE DEPARTMENT. [BROOKS]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-519 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 11 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY [BROOKS]

## **ROUTINE ITEMS**

8. FUTURE AGENDA ITEMS
9. ADJOURN

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

I certify that this Notice of Meeting was posted on or before August 5, 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

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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

Item 1  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Flanigan
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	Proposed Ordinance

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 739 FOR REVISED 2016 WATER RATES. [LEVINE]

### SUMMARY

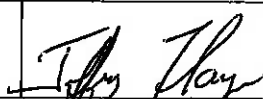
At the June 21, 2016 City Council Meeting, Willdan/Economists.com Consultant Dan Jackson presented the City of Parker, Texas FY 2016 Water Rate Study, reviewing three (3) options or alternatives for the City of Parker. After some discussion, City Council agreed to add the item to the Future Agenda Items for late July, giving City Council some time to review the consultant's information and also allowed time for implementation by October 2016.

Mayor Marshall requested the consultant add two (2) additional options or alternatives, Alternative #4 and Alternative #5, as seen on pages 24, 25, and 26.

On July 20, 2016, after a lengthy discussion, City Council voted 5-0 to approve Alternative #1 and instructed the City Attorney to prepare an Ordinance for the next City Council meeting.

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	8/5/16

**ORDINANCE NO. 739**  
*(Water Rate Amendments for 2016-2020)*

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS, AMENDING MUNICIPAL WATER RATES OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined a revision to the water rates of the City of Parker is necessary; and

**WHEREAS**, the City Council has determined that significant and continuing water rate increases and costs of water purchases from North Texas Municipal Water District has occurred since the passage of Ordinance 720, and such rates are projected to continue to increase; and

**WHEREAS**, the conflicting requirements of both paying the minimum under the take or pay requirements of the contract with North Texas Municipal Water District and reducing the water usage per capita in Parker make the current water rates fiscally unsupportable;

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

**SECTION 1.** Municipal water rates shall be charged and collected monthly by the City of Parker as shown in Attachment A to this Ordinance. The rates shall change each billing cycle which includes October 1 of each year of 2016 through and including 2020, as set forth in Attachment A.

**SECTION 2. MANUFACTURED HOUSING PARKS WATER RATES**

- A. Each manufactured housing unit in a Manufactured Housing Park will be charged the same base rate of \$40.00 charged to a single family residence. A ten unit mobile home park would therefore owe a \$400.00 per month base rate for up to 40,000 gallons.
- B. Water used by a mobile home park in excess of the base rate quantity per unit will be charged on the same rate schedule as a residential single family unit. A ten unit mobile home park which used 400,000 gallons in a month would be charged at the rate of \$5.00 per 1,000 gallons. (400,000 gallons divided by 10 equals 40,000 per unit)

**SECTION 3. CONSTRUCTION WATER RATES**

Any person or entity purchasing water by written permission from the City of Parker for construction or other purpose from a fire hydrant with a water meter attached, or any other similar method, shall pay a rate of \$8.00 per 1,000 gallons.

#### **SECTION 4. COMMERCIAL WATER RATES**

Any person or entity purchasing water for use in a district zoned SA-Special Activities, shall pay at the rates required in Section 1, above.

#### **SECTION 5. NEW WATER METER AND TAP RATES**

Connections for new water service will be charged as shown in the City Fee schedule. The charges include water meters and water line tap fees.

New water service requiring a road bore, or other special installation, shall pay the water meter fee above, plus the actual cost of the bore, plus 10%. All road bores require prior approval of the City water department, if not performed by the City or under the direction of the City.

#### **SECTION 6. SURCHARGE RATE AMOUNTS**

The City of Parker has a contractual agreement for the provision of water to Parker by the North Texas Municipal Water District. As a part of that contractual agreement, Parker may be required to comply with the Drought Contingency Plans of North Texas Municipal Water District, and those of the State of Texas. Parker may be requested, in the event of the implementation of Stage 3, and/or Stage 4 of the Drought Contingency Plans, for the City Council to require the payment of a surcharge on water services during the duration of Stages 3 or 4. The purpose of the surcharge is to provide additional financial incentive for water customers to reduce their use of water while drought conditions persist. Therefore, for water customers using the amounts set forth below, surcharges may be charged in the event either Stage 3, or subsequently, Stage 4, restrictions are imposed. The percentages indicated are increases in the rates per thousand for the bracket shown. For 40,000 gallons, the surcharge rate in Stage 3 would be: \$5.00 (1.05)=\$5.25.

##### **A. Single Family Residential Units, and Mobile Home Units:**

##### **1. Stage 3**

30,000 – 50,000 gallons	5%
50,000 – 70,000 gallons	8%
70,000 – 80,000 gallons	9%
80,000 or more gallons	10%

##### **2. Stage 4**

30,000 – 50,000 gallons	8%
50,000 – 70,000 gallons	14%
70,000 or more gallons	20%

- B. Manufactured Housing Unit surcharges will be calculated in the same manner as the surcharges above for the Single Family Residential Units. Surcharges for the manufactured housing units are the same percentage as the Single Family Residential. The surcharge is calculated by the total water used by the manufactured housing park, divided by the number of manufactured housing units equals average number of gallons used per unit. That average number of gallons per unit is used to determine the surcharge percentage.
- C. Surcharges for all other customers in the SA - Special Activities District, or for Construction use, pay the same surcharge as Single Family Residential.

#### **SECTION 7. REPEALER CLAUSE**

That all provisions of the ordinances (including Ordinances No. 469, 592, 648 and 720) of the City of Parker, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Parker, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

#### **SECTION 8. SEVERABILITY CLAUSE**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

#### **SECTION 9. PENALTY CLAUSE**

That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall upon conviction be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

#### **SECTION 10. EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides. The municipal rates established herein shall take effect for the monthly billing cycle which commences October 1<sup>st</sup> of each year listed in Attachment A. The new rates will be reflected in the following month's water bills. Rates charged to customers for the October 1, billing cycle will commence with the customer's last regularly scheduled meter reading prior to October 1<sup>st</sup>, through the regularly scheduled meter reading for the customer in October.

**DULY PASSED** by the City Council of the City of Parker, Texas, on this 10th day of August, 2016.

APPROVED:

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

ATTEST:

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

APPROVED TO FORM:

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

# ATTACHMENT A

Water Rates - Residential	Effective Oct 2016	Effective Oct 2017	Effective Oct 2018	Effective Oct 2019	Effective Oct 2020
Min Chg - Includes 1 <sup>st</sup> 4,000 Gal	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Volume Rate Per 1,000 Gal.					
4,001 15,000	\$ 3.55	\$ 3.85	\$ 4.10	\$ 4.20	\$ 4.35
15,001 30,000	\$ 4.35	\$ 4.75	\$ 5.10	\$ 5.25	\$ 5.40
30,001 50,000	\$ 5.45	\$ 5.95	\$ 6.35	\$ 6.55	\$ 6.75
50,001 70,000	\$ 8.70	\$ 9.50	\$ 10.15	\$ 10.45	\$ 10.75
70,001 Above	\$ 12.00	\$ 13.10	\$ 14.00	\$ 14.40	\$ 14.85





## Council Agenda Item

Item 2  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: Finance/ Finance Manager Boyd
Fund Balance-before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	1. Proposed Resolution 2. 2016 Planning Calendar 3. Budget Summary Pages Revenue/Expenditures

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-516 SETTING A PROPOSED TAX RATE;AND APPROVING DATES, TIMES AND A LOCATION FOR TWO PUBLIC HEARINGS ON THE PROPOSED FY 2016-2017 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2016-2017 BUDGET AND APPROVAL OF A TAX RATE. [BOYD]

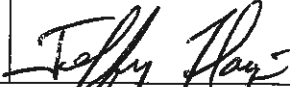
### SUMMARY

In compliance with Tax Code §26.06, two public hearings are required for the proposed tax rate. The first public hearing is scheduled for August 23 and the second public hearing is scheduled for August 30, with final adoption planned for September 7.

A super majority quorum is required to adopt the tax rate on September 7.

### POSSIBLE ACTION

Approve, Table, Deny

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	8/5/16

**RESOLUTION 2016-516**  
*(2016 Preliminary Tax Rate and Public Hearing Schedule)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, SETTING A PROPOSED TAX RATE; AND APPROVING DATES, TIMES AND A LOCATION FOR TWO PUBLIC HEARINGS ON THE PROPOSED FY 2016-2017 BUDGET AND TAX RATE, AND A DATE FOR THE VOTE ON THE ADOPTION OF THE 2016-2017 BUDGET AND APPROVAL OF A TAX RATE.**

**WHEREAS**, the City of Parker is required to set a proposed ad valorem tax rate for 2016 and schedule two public hearings on the proposed budget and tax rate;

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

**SECTION 1.** The City Council will hold a Public Hearing at 7:00 p.m. at 5700 E. Parker Road, Parker, Texas, 75002 on August 23, 2016; and a second Public Hearing at 7:00 p.m. at 5700 E. Parker Road, Parker, Texas, 75002 on August 30, 2016.

**SECTION 2.** The proposed ad valorem tax rate is \$0. \_\_\_\_\_ per hundred dollars valuation, to provide funding for the proposed budget for 2016-2017.

**SECTION 3.** The City Council will take final action on the proposed budget and tax rate September 7, 2016 at 7:00 p.m. at 5700 E. Parker Road, Parker, Texas, 75002.

**SECTION 4.** A supermajority of the City Council must be present for the September 7, 2016 City Council meeting. If not, the votes on the budget and tax rate will occur in the City Council meeting of September 13, 2016, if a super majority of the City Council is present at that time.

**SECTION 5.** This Resolution shall become effective upon its passage.

**APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS**  
**10th DAY OF August, 2016.**

**Voting in Favor:** \_\_\_\_\_.

**Voting in opposition:** \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Z MARSHALL, Mayor

**ATTESTED:**

APPROVED AS TO FORM:

**Patti Scott Grey, City Secretary**

James E. Shepherd, City Attorney

# 2016 PLANNING CALENDAR



**NAME OF CITY:** City of Parker, Texas

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<u>April - May</u>	Mailing of "Notices of Appraised Value" by Chief Appraiser.
<u>April 30</u>	The Chief Appraiser prepares and certifies to the Tax Assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
<u>May 15</u>	Deadline for submitting Appraisal Records to ARB.
<u>July 20 (Aug 30)</u>	Deadline for ARB to approve Appraisal Records.
<u>July 25</u>	Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.
<u>Aug</u>	Certification of anticipated collection rate by collector.
<u></u>	Calculation of Effective and Rollback Tax Rates.
<u></u>	Submission of Effective and Rollback Tax Rates to governing body.
<u>Aug. 5</u>	72 Hour Notice for Meeting (Open Meetings Notice).
<u>Aug. 10</u>	Meeting of Governing Body to Discuss Tax Rates. If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule two Public Hearings.
<u>Aug. 16</u>	Publish the "Notice of 2016 Property Tax Rates" by September 1. Notice must be published at least seven (7) days before first Public Hearing. Notice must also be posted on the municipality's website.
<u>Aug. 19</u>	72 Hour Notice for First Public Hearing (Open Meetings Notice).
<u>Aug. 23</u>	<b>First Public Hearing</b> At least 7 days after publication of "Notice of Property Tax Rates."
<u>Aug. 26</u>	72 Hour Notice for Second Public Hearing (Open Meetings Notice).
<u>Aug. 30</u>	<b>Second Public Hearing</b> May not be earlier than 3 days after first Public Hearing. Schedule and announce meeting to adopt tax rate three to fourteen (3 - 14) days from this date.
<u>Sept. 2</u>	72 Hour Notice for Meeting at which Governing Body will Adopt Tax Rate (Open Meetings Notice).
<u>Sept. 7</u>	<b>Meeting to Adopt 2016 Tax Rate.</b> Schedule meeting three to fourteen (3 to 14) days <u>after</u> second Public Hearing. Taxing Unit must adopt tax rate before September 30 or 60 days after receiving Certified Appraisal Roll, whichever is later.

Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day.  
Advice of taxing unit legal counsel should be sought to determine how to fulfill the requirements of Section 140.010 Local Code (SB 1510).

**Please provide a copy of the Ordinance adopting the 2016 Tax Rate to the Collin County Tax Office by September 21, 2016.**

**City of Parker-General Fund**  
**Proposed Budget - FY 2016 / 2017**

ACCT #	Revenue - City	Actuals as of: 8/3/2016	2015 / 2016 Budgeted Revenue	2016 / 2017 Proposed Budget (before adjs)	2016 / 2017 Adjustments	2016 / 2017 Proposed Budget
<b>Revenues</b>						
1-10-4100	Current year taxes - M & O	1,848,175	1,855,856	2,300,096	0	2,300,096
3-90-4101	Current year taxes - I & S	533,450	535,639	508,538	0	508,538
1-10-4120	Delinquent Taxes - M & O	40,209	10,000	35,000	0	35,000
3-90-4121	Delinquent taxes - I & S	10,607	3,200	10,000	0	10,000
1-10-4125	Penalties & Intersect - M & O	15,008	9,400	14,000	0	14,000
3-90-4125	Penalties & Intersect - I & S	4,206	3,000	4,000	0	4,000
1-10-4130	Building permits	237,654	440,000	385,000	0	385,000
	Development Inspection Fees	50,729	70,000	50,000	0	50,000
1-10-4140	Franchise and use fees	208,867	250,000	250,000	0	250,000
1-10-4150	Special use permits	1,300	1,000	1,300	0	1,300
1-10-4160	Filing fees	36	1,000	1,000	0	1,000
1-10-4170	Fines	151,727	160,000	200,000	0	200,000
1-10-4190	Other Income	22,980	22,000	22,000	0	22,000
1-10-4192	State of TX training for PD	1,094	1,036	1,036	0	1,036
1-10-4201	Donated Dollars	0	500	2,400	100	2,500
	Parkerfest Revenue	855	1,000	1,000	0	1,000
1-10-4220	Sales tax collected	107,291	150,000	150,000	0	150,000
1-10-4225	Mixed beverage tax	4,666	4,250	6,200	0	6,200
1-10-4400	Alarm registrations/permits	11,980	11,000	13,000	0	13,000
1-10-4500	Interest Income	30,172	20,000	25,000	0	25,000
	Sub-total Revenue	3,281,003	3,548,881	3,979,570	100	3,979,670
<b>FUND BALANCE TRANSFERS</b>						
FUND-5	Bond Funds					
FNDBAL	Security Fund	12,023	1,447,500	1,435,477	(2,442)	1,433,035
FNDBAL	Technology Fund	0	5,000	5,000	0	5,000
FNDBAL	Seizure Fund	0	5,500	5,500	0	5,500
FNDBAL	Capital Improvement Acct	0	0	0	0	0
FNDBAL	Reserves	0	500,885	539,073	0	539,073
	Sub-Total Fund Balance Trfs	0	1,958,885	1,985,050	463,991	2,449,041
	Grand Total all Sources	3,281,003	5,507,766	5,964,620	464,091	6,428,711

**City of Parker-General Fund  
Proposed Budget - FY 2016 / 2017**

Expenses by Department - SUMMARY		Actuals as of: 8/3/2016	2015 / 2016 Budgeted Expenses	2016 / 2017 Proposed Budget (before adjs)	2016 / 2017 Adjustments	2016 / 2017 Proposed Budget
Administration		486,332	975,975	895,010	168,000	1,063,010
Police Department		694,578	932,057	1,110,760	(96,500)	1,014,260
Municipal Court		124,778	161,319	194,629	0	194,629
Fire Department		168,665	308,550	564,201	(200,000)	364,201
Building and Code Enforcement		81,828	101,654	136,182	0	136,182
Public Works		289,043	968,072	1,095,032	(40,000)	1,055,032
City Property		52,091	77,000	120,750	0	120,750
Fund 5 -Street Projects		12,023	1,447,500	1,974,550	(2,442)	1,972,108
Debt Service		385,500	535,639	508,538	0	508,538
Total Expenses by Dept		2,294,838	5,507,766	6,599,652	(170,942)	6,428,711

2015 Total Taxable Value	RATE	767,419,941
M & O Revenue	0.299718	2,300,096
I & S Revenue	0.066266	508,538
Other Revenue		3,620,077
Total Revenue		6,428,711
Combined Rate	0.365984	.015 Increase

Certified Totals

0  
0.00



## Council Agenda Item

Item 3  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: City Engineer Birkhoff
Fund Balance-before expenditure:	Prepared by: City Engineer Birkhoff
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	1. Moss Ridge Road Drainage Improvements Bid Tabulation 2. Email from John Birkhoff

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MOSS RIDGE ROAD DRAINAGE IMPROVEMENTS. [FLANIGAN]

### SUMMARY

The Moss Ridge Road Drainage Improvements for 7279, 7281, and 7285 (partial) Moss Ridge were advertised in the Dallas Morning News on June 30, 2016 and July 7, 2016. The original bid opening, 1:30 p.m., Monday, July 18, 2016, was delayed until 1:30 p.m., Tuesday, July 26, 2016.

Please review the bid information and recommendation to reject all bids, prepared by City Engineer Birkhoff.

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tuffy Ray</i>	Date:	8/5/16

# TABULATION OF BIDS

Date: July 18, 2016

Project: CITY OF PARKER, TEXAS  
Moss Ridge Road Drainage Improvements

BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
Dallas, Texas

			BID OF		BID OF		BID OF	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price
1	622	C.Y.	For Unclassified Channel Excavation	\$15.00	\$ 9,330.00	\$65.00	\$ 40,430.00	\$30.00
2	281	S.Y.	Remove & Properly Dispose of Existing Reinforced Concrete Drive, including Sawcut	\$31.25	\$ 8,781.25	\$25.00	\$ 7,025.00	\$22.00
3	90	L.F.	Remove & Properly Dispose of Existing Driveway Culverts, including Headwalls (Double 12" CMP)	\$25.50	\$ 2,295.00	\$20.00	\$ 1,800.00	\$59.00
4	139	L.F.	Furnish & Install Double 4-Foot by 2-Foot Precast Reinforced Concrete Box Culverts, including Embedment	\$775.50	\$ 107,794.50	\$350.00	\$ 48,650.00	\$1,100.00
5	35	C.Y.	Construct TxDOT PW-0 Headwall for Reinforced Concrete Box Culverts (Both Ends)	\$804.00	\$ 28,140.00	\$535.00	\$ 18,725.00	\$813.00
6	294	S.Y.	Construct Reinforced Concrete Driveway (6-inch Minimum)	\$78.25	\$ 23,005.50	\$75.00	\$ 22,050.00	\$75.00
7	1,238	S.Y.	Furnish, Install, Water, Fertilize and Establish Solid Block Bermuda Sod with 4-Inch Topsoil	\$16.50	\$ 20,427.00	\$12.00	\$ 14,856.00	\$21.00
8	1	L.S.	For Channel Grading to Establish Flow Line, Re-establish Bank	\$3,500.00	\$ 3,500.00	\$38,200.00	\$ 38,200.00	\$20,000.00
9	1	L.S.	Furnish Storm Water Pollution Prevention Plan	\$2,600.00	\$ 2,600.00	\$2,000.00	\$ 2,000.00	\$1,000.00
10	1,052	L.F.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$4.00	\$ 4,208.00	\$3.00	\$ 3,156.00	\$2.00
11	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$5,100.00	\$ 5,100.00	\$3,200.00	\$ 3,200.00	\$4,000.00
12	1	L.S.	For Removal & Disposal of 4-Inch Bald Cypress Tree, including Root Ball	\$1,000.00	\$ 1,000.00	No Bid	\$ -	\$650.00
13	2	Ea.	Furnish, Install, Water & Establish Minimum 2-inch Caliber Live Oak (Quercus Virginiana)	\$2,550.00	\$ 5,100.00	No Bid	\$ -	\$500.00
TOTAL AMOUNT BID (Items 1 Through 13)				\$	221,281.25		Non-Responsive	\$
								\$ 289,309.00

Four Star Excavating, Inc.  
6825 Levelland Rd., Suite 2B  
Dallas, Texas 75252

Canary Construction, Inc.  
802 N. Kealy Ave., Suite 110  
Lewisville, Texas 75057

Interstate Pipeline Utility Const.  
P.O. Box 152957  
Dallas, Texas 75315



**Sent:** Tuesday, August 02, 2016 1:39 PM  
**Subject:** Moss Ridge

The existing system 2-12 inch pipes carries about 4 CFS of storm water. The area is extremely flat.

Double 4x2 carries about 96 cfs

Single 4 x 2 will carry about 50 cfs.

The forming of the new ditch greatly improves flow for either the single or double 4 x 2.

I recommend that the bids be rejected and the project re advertised.

We have left message with low bidder to see cost saving of single box but he has not returned our calls to date.

The cost for the 4 x 2 box was \$775.50 for 139 linear feet. Reducing to a single box could reduce the bid by \$50,000.00 to \$55,000.00

I suspect that Canary Construction bid reflects a single 4x2 box.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

To excel in consulting municipal engineering  
through creative, professional and ethical practice

John W. Birkhoff P.E.  
Birkhoff, Hendricks & Carter L.L.P.  
214-361-7900



## Council Agenda Item

Item 4  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	1) Proposed Resolution. 2) Resolution 2014-437 (Newsletter Committee/Guideline)

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-517 FOR NEWSLETTER COMMITTEE APPOINTMENTS. [MARSHALL]

### SUMMARY

On March 11, 2014, City Council approved Resolution No. 2014-437 (Newsletter Committee/Guideline), repealing Resolution 2012-377. Exhibit A Section 2.0 Committee states the Councilmember appointments shall be reviewed every two years in June.

Please review the Councilmember appointments.

### POSSIBLE ACTION

Please approve Resolution No. 2016-517.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tuffy Gray</i>	Date:	8/5/16

**RESOLUTION NO. 2016-517**  
*(Newsletter Committee Appointments)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON  
THE NEWSLETTER COMMITTEE FOR 2016-2018**

**WHEREAS** the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

**WHEREAS** the committee has been composed of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

**WHEREAS** the City Council has previously determined guidelines approved in resolution 2014-437 provided a procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

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

The following persons are appointed to the Newsletter committee for the 2016-2018 term:

Mayor Z Marshall, City Administrator Jeff Flanigan, City Secretary Patti Scott Grey; and Councilmember \_\_\_\_\_.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 10th day of August, 2016.

**CITY OF PARKER:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **Exhibit A**

### **1.0 Purpose and Scope**

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

### **2.0 Committee**

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

### **3.0 Content**

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

### **4.0 Schedule**

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.

**RESOLUTION NO. 2014-437**  
*(Newsletter Committee/Guideline)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON THE NEWSLETTER COMMITTEE, ADOPTING A GUIDELINE TO BE FOLLOWED FOR THE PRODUCTION AND PUBLICATION OF THE NEWSLETTER, AND REPEALING RESOLUTION 2012-377.**

**WHEREAS** the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

**WHEREAS** the committee will consist of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

**WHEREAS** the City Council has determined a guideline is needed to provide a clear procedure to be followed for the production and publication of the newsletter, to avoid waste and inefficiency which can result from less coordinated efforts;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS**, the guideline and procedures set forth in Exhibit A, attached to this resolution, shall be used by the committee, staff, and its newsletter consultants to produce the newsletter hereafter.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 11th day of March, 2014.



**CITY OF PARKER:**

Z. Marshall, Mayor

**ATTEST:**

Carrie L. Smith  
Carrie L. Smith, City Secretary

**APPROVED AS TO FORM:**

James E. Shepherd  
James E. Shepherd, City Attorney

## **Exhibit A**

### **1.0 Purpose and Scope**

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

### **2.0 Committee**

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

### **3.0 Content**

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

### **4.0 Schedule**

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.



## Council Agenda Item

Item 5  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance- before expenditure:	Prepared by: City Attorney Shepherd
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	1) Proposed Resolution 2) Res. No. 2014-443 (Appointment of Members of Contracts Committee) 3) Res. No. 2014-440 (2014 Contracts Policy)

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-518 APPOINTING THE 2016 CONTRACT REVIEW COMMITTEE. [MARSHALL]

### SUMMARY

On April 15, 2014, City Council approved Resolution No. 2016-440 (2014 Contracts Policy), which states:

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

Resolution No. 2014-443 (Appointment of Members of Contracts Committee) appointed members to serve on the Contracts Committee.

Please review the appointments.

### POSSIBLE ACTION

Please approve Resolution No. 2016-518.

## Inter – Office Use

<b>Approved by:</b>			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tuffy Hargis</i>	Date:	8/5/16



**RESOLUTION NO. 2016-518**  
*(Appointment of Members of Contracts Committee)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS APPOINTING THE MEMBERS OF THE CITY OF PARKER  
CONTRACTS COMMITTEE FOR 2016-2017**

**WHEREAS**, the City Council of the City of Parker has Passed Resolution 2014-440 adopting the City of Parker Contracts Policy of 2014, the "Policy"; and

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

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

**WHEREAS**, the resignation of one councilmember and the appointment of another may require revisions to the membership of the Contracts Committee:

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

**SECTION 1.** The members of the Contracts Committee are appointed and approved as follows:

Mayor:	_____
City Administrator (or designee):	_____
City Councilmember:	_____
City Councilmember:	_____

**SECTION 2.** The members of the Contracts Committee shall serve for a term of 2 years and are to coincide with the term of the Mayor. The current term is June 3, 2016 through June 2018.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 10th day of August, 2016.

**CITY OF PARKER:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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

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

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

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

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

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

Mayor: Z Marshall

City Administrator (or designee): Jeff Flanigan

City Councilmember: Scott Levine

City Councilmember: Lee Pettie

**SECTION 2.** The members of the Contracts Committee shall serve for a term of 2 years and are to coincide with the term of the mayor. The current term is June 3, 2014 through June 2016.

**DULY RESOLVED** by the City Council of the City of Parker, Texas on the 3rd day of June, 2014.



**CITY OF PARKER:**

  
Z Marshall, Mayor

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney

**RESOLUTION NO. 2014-440  
(2014 Contracts Policy)**

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

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

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

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

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


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

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

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



CITY OF PARKER, TEXAS

  
Z Marshall, Mayor

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney

## **EXHIBIT "A"**

### **City of Parker Contract Recommendations and Suggestions**

- A. Determine what contracts, if any, are necessary.**
  - 1. Services such as cleaning
  - 2. Professional services
- B. Determine Contract Approval**
  - 1. Routine service contracts to be handled by Mayor and City Administrator or their designee(s)
  - 2. Professional service contracts to be handled by Mayor and Council
  - 3. All contracts, after final review by legal counsel, are to be signed by Mayor and City Administrator or their designee
- C. Standardize contracts**
  - 1. Attorney to write or review before signing
  - 2. Qualifications stated and what is necessary for "proof" such as licenses, insurance, bonding, etc. Proof and requirements to be kept in file at City Hall
  - 3. Background checks/verifications such as qualifications, references and criminal history to be completed before any contract signed
  - 4. Services to be performed spelled out, performance measures defined
  - 5. Fees to be specified in detail
  - 6. Payment terms to be specified
  - 7. Term of Services specified
    - a. Renewal clause
    - b. Default/Penalty clause
      - 1. Path of resolving problems, contract conflicts
    - c. Termination clause
      - 1. For cause at any time
      - 2. Following annual review, if recommended by Contract Monitor and/or approved by Review Committee
  - 8. Contact Person with City and for service provider
    - a. Specify who has the authority for specific approvals and how other approvals are to be handled
    - b. Determined by Mayor and/or City Administrator
- D. Contract Monitoring and Review**
  - 1. Contract Monitor
    - a. To monitor contract compliance/complaints during contract term
    - b. Determined by Mayor and/ City Administrator

2. Annual review by City
  - a. Benchmarks, if any, met
  - b. Performance of services
  - c. Compliance with contract and any applicable Ordinances
  - d. Determine if any changes/updates are necessary
  - e. Determine to continue or terminate
  - f. Fee Review
3. Review Committee for Contract Review
  - a. To consist of the Mayor, 2 Council Members and the City Administrator or his designee.
  - b. Contract review by the Review Committee must be done every 5 years to determine future actions
  - c. Request for Qualifications and/or Request for Proposals will be issued after Committee Review if deemed appropriate



## Council Agenda Item

Item 6  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: Finance Manager Boyd
Fund Balance-before expenditure:	Prepared by: Police Chief Brooks
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	

### AGENDA SUBJECT

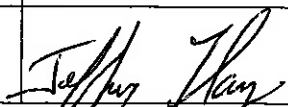
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A DONATION IN THE AMOUNT OF \$100 FROM CULLEN AND BARBARA TUBB FOR THE PARKER POLICE DEPARTMENT. [BROOKS]

### SUMMARY

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

### POSSIBLE ACTION

Approve, Table, Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	8/5/16



# Council Agenda Item



Item 7  
C'Sec Use Only

Budget Account Code:	Meeting Date: August 10, 2016
Budgeted Amount:	Department/ Requestor: Police Chief Brooks
Fund Balance-before expenditure:	Prepared by: Police Chief Brooks
Estimated Cost:	Date Prepared: August 4, 2016
Exhibits:	<ol style="list-style-type: none"> <li>1. Proposed Resolution</li> <li>2. Interlocal Jail Services Agreement</li> <li>3. Resolution No. 2015-489 (2015-2016 Jail Services Agreement)</li> </ol>

## AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2016-519 APPROVING PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 11 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY [BROOKS]

## SUMMARY

Annual renewal to the Jail Services Agreement with Collin County. As stated in **Section 2. Term** of the Interlocal Jail Services Agreement, the term of this Agreement shall be for a period of one (1) year ending September 30, 2017 and may be renewed for an additional one (1) year term as agreed in writing by both parties. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party. Original agreement was adopted in 2002.

City Council may want to recess into Executive Session to discuss contract.

## POSSIBLE ACTION

Approve, Table or Deny

Inter - Office Use			
Approved by:			
Department Head/ Requestor:	<i>Richard Brooks</i>	Date:	<i>08/05/2016</i>
City Attorney:		Date:	
City Administrator:	<i>Jeffrey Davis</i>	Date:	<i>8/5/16</i>

**RESOLUTION NO. 2015-519**  
*(2016-2017 Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 12  
JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND  
COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property; and

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services; and

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

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

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially the form attached hereto.

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

**APPROVED AND ADOPTED this 10th day of August, 2016.**

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

ATTEST:

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

APPROVED TO FORM:

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

**RESOLUTION NO. 2016-519**  
*(2016-2017 Jail Services Agreement)*

# **Interlocal Jail Services Agreement**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Parker, Texas ("City") and Collin County, a political subdivision of the State of Texas ("County").

## **Recitals**

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperation Act., Chapter 791, Texas Government Code, the parties agree as follows:

## **Section 1. Definitions**

### **1.01 Jail Services**

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

## **Section 2. Term**

### **2.01 Term**

The term of this Agreement shall be for a period of one (1) year ending September 30, 2017 and may be renewed for an additional one (1) year term as agreed in writing by both parties.

### **2.02 Termination**

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

## **Section 3. Services**

### **Services to be Provided**

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

#### **Section 4. Non-Exclusivity of Service Provision**

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

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City shall pay the County a Basic Charge of \$69.79 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

##### **5.02 Additional Charges**

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

##### **5.03 Billing**

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

##### **5.04 Cost of Additional Charges**

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

##### **5.05 Source of Payment**

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

#### **Section 6. Lawful Arrest and Detention**

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

#### **Section 7. Procedures**

##### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

## **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

## **Section 8. Civil Liability**

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

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

## **Section 9. Amendment**

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

## **Section 10. Controlling Law**

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

## **Section 11. Notices**

### **11.1 11.01 Form of Notice**

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

### **11.02 Addresses**

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

(a) if the County, to:

Keith Self, County Judge  
Collin County Administration Bldg  
2300 Bloomdale Road  
McKinney, Texas 75071

(b) if to the County, Copy to:

Sheriff Terry G. Box  
Collin County Sheriff's Office  
4300 Community Ave.  
McKinney, Texas 75071

(b) if the City, to:

Richard Brooks, Chief of Police  
5700 East Parker Road  
Parker, Texas 75002

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self  
Collin County Judge  
Collin County Administration Bldg.  
2300 Bloomdale Road  
McKinney, Texas 75071

#### **Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, County and City shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by County and City within fifteen (15) days after written notice by one Party to the other demanding mediation under this section. The County and City shall share equally in the costs of the mediation. The purpose of this Section is to reasonably ensure that County and City shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process shall not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein.

#### **Section 13. Captions**

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

#### **Section 14. Counterparts**

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

#### **Section 15. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

**Section 16. Exclusive Right to Enforce this Agreement**

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

**Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"  
Collin County, Texas

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

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

"City"  
City of Parker, Texas

By: \_\_\_\_\_  
Z Marshall, Mayor

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

**RESOLUTION NO. 2015-489**  
*(2015-2016 Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO.  
11 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER  
AND COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County;

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property;

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services;

**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.** Section 6 of the agreement has been modified regarding the responsibility of each party to the agreement.

**SECTION 2.** The Parker City Council does authorize the Mayor to execute Amendment No 11 to the "Interlocal Jail Services Agreement" with Collin County as approved by Parker Resolution 1112-02(A).

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

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of July, 2015.

  
Z Marshall, Mayor

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney







## Amendment No. Eleven (11)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor: CITY OF PARKER  
5700 E. Parker Road  
Parker, TX 75002

Contract Agreement, Jail Services  
Agreement 12137-08

Effective Date 10/1/2015

Awarded by Court Order No.: 2003-091-02-11

Amendment # 1 2004-855-10-12

Amendment # 2 2006-285-03-28

Amendment # 3 2007-768-09-11

Amendment # 4 2008-790-09-23

Amendment # 5 2009-726-09-14

Amendment # 6 2010-691-09-13

Amendment # 7 2011-806-10-10

Amendment # 8 2012-497-08-06

Amendment # 9 2013-714-09-16

Amendment # 10 2014-685-09-22

Amendment # 11 \_\_\_\_\_

### YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2016, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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

ACCEPTED BY:

Z Marshall

CITY OF PARKER  
5700 E. Parker Road  
Parker, TX 75002

SIGNATURE

TITLE

DATE

Mayor

7/21/2015

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

Michayln Rains, CPPO, CPPB

Purchasing Agent

DATE:

**RESOLUTION NO. 1112-02(A)**  
***(Interlocal Jail Services Agreement)***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS,** the Parker City Council deems it in the best interest of the City of Parker to enter into a Jail Services Agreement with Collin County, Texas to obtain certain jail services from the County to be performed for the benefit of the City to insure the confinement of persons accused or convicted of an offense in Parker, Texas;

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

**SECTION 1.** The Interlocal Agreement attached hereto, and entitled "Interlocal Jail Services Agreement", is approved.

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

**SECTION 3.** The City Council approves this Agreement subject to the provision for indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the County to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

**SECTION 4.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 12  
day of November, 2002.



APPROVED:

David Hammel  
David Hammel, Mayor

ATTEST:

Betty McMenemy  
Betty McMenemy, City Secretary

APPROVED AS TO FORM:

James E. Shepherd  
James E. Shepherd, City Attorney

## **Interlocal Jail Services Agreement**

This agreement is entered into on the 12 day of November, 2002, by and between the City of Parker ("City") and Collin County, a political subdivision of the State of Texas ("County").

### **Recitals**

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act, TEX. REV. CIV. STAT. ANN., Chapter 791, Texas Government Code, the parties agree as follows:

### **Section 1. Definitions**

#### **1.01 Jail Services**

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

### **Section 2. Term**

#### **2.01 Term**

The term of this Agreement shall commence on the 1<sup>st</sup> day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

#### **2.02 Termination**

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

### **Section 3. Services**

#### **Services to be Provided**

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

#### **Section 4. Non-Exclusivity of Service Provision**

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

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City shall pay the County a Basic Charge of \$70.92 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

##### **5.02 Additional Charges**

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

##### **5.03 Billing**

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

##### **5.04 Cost of Additional Charges**

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

##### **5.05 Source of Payment**

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

#### **Section 6. Lawful Arrest and Detention**

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

#### **Section 7. Procedures**

##### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

#### **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

#### **Section 8. Civil Liability**

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

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

#### **Section 9. Amendment**

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

#### **Section 10. Controlling Law**

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

#### **Section 11. Notices**

##### **11.01 Form of Notice**

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

##### **11.02 Addresses**

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

- (a) if the County, to:

Ron Harris, County Judge  
Collin County Courthouse  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

- (b) if the City, to:

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

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Ron Harris  
Collin County Judge  
Collin County Courthouse, Suite 626  
McKinney, Texas 75069

**Section 12. Captions**

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

**Section 13. Counterparts**

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

**Section 14. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

**Section 15. Exclusive Right to Enforce this Agreement**

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

**Section 16. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"

Collin County, Texas

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

Ron Harris, County Judge

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

"City"

City of Parker, Texas

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

*David Hammel*

Date: 12/9/02

CITY COUNCIL  
FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
<b>2016</b>			
TBD	Create a comprehensive zoning ordinance review committee (Fence Requirements)	Council	discussion requested 3/17
TBD	Annual Codification Supplement	C'Sec	April
TBD	Alarm Ord.		3/1/16 Email C. Pettie
TBD	Solicitors' Permit Ord.		3/1/16 Email C. Pettie
TBD	Charter Committee	Flanigan	Added 12/4/15; 3/10 Budget/Planning Session
<del>Jan., Apr., July., Oct,</del>	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
August	Review Curfew Ordinance 594		
August 23, 2016	1st P.H. Notice 2016 Property Tax Rates		
August 30, 2016	2nd P.H. Notice 2016 Property Tax Rates		
Aug/Sept	ISO Presentation from Kelley Stalder	Marshall/Sheff	7/11/16 email
Aug/Sept	PARKER STORAGE FACILITY DEVELOPMENT PLAT AND PRELIMINARY ENGINEERING PLANS	Flanigan	Removed from 8/10 CC Agenda
Aug/Sept	Outdoor Weather Alert/Alarm System	Stone/Flanigan	reqstd 5/19; 11/10 Annual Plnng Mtg; 1/19 CC Agnd
Aug/Sept	Weather Station w/Water Consultant	Flanigan	11/10/15 Annual
Sept. 7, 2016	Adopt 2016 Property Tax Rates		
September 30, 2016	Murphy Dispatch Agreement	Police	Annual renewal - Resolution 2015-473



CITY COUNCIL  
FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
October	Dallas Morning News		06022016 CAJS email
Oct. 24-Nov. 4	Election - Early Voting	Marshall	November Election - Parker City Hall
November 1, 2016	Board Appointments		Annually in November
Nov. 8	Election Day	Marshall	November Election - Parker City Hall