



AGENDA

CITY COUNCIL MEETING

OCTOBER 17, 2023 @ 6:00 PM

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, October 17, 2023 at 6:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker, Texas. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

CALL TO ORDER – Roll Call and Determination of a Quorum

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

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

RECONVENE REGULAR MEETING.

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

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

I. WATER IMPACT FEE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING – THURSDAY, OCTOBER 19, 2023, 7 PM

COMPREHENSIVE PLAN WORKSHOP (CITY COUNCIL & PLANNING AND ZONING COMMISSION) – TUESDAY, OCTOBER 24, 2023, 6:00 PM – 8:00 PM

NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 28, 2023, 10 AM – 2 PM

PARKERFEST - SUNDAY, OCTOBER 29, 2023, 3 PM to 6 PM

REMINDER – NOVEMBER 7, 2023 – GENERAL ELECTION (EV AND ED INFO) –

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
October 22 No Voting (22 de octubre) (Sin votar)	October 23 Early Voting (23 de octubre) (Votación adelantada)	October 24 Early Voting (24 de octubre) (Votación adelantada)	October 25 Early Voting (25 de octubre) (Votación adelantada)	October 26 Early Voting (26 de octubre) (Votación adelantada)	October 27 Early Voting (27 de octubre) (Votación adelantada)	October 28 Early Voting (28 de octubre) (Votación adelantada)
	8 am – 5 pm	7 am – 7 pm				

Election Day - November 7, 2023 - 7 am - 7 pm

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, NOVEMBER 8, 2023, 5 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 21, 2023 (CANCELED – DUE TO THANKSGIVING HOLIDAY)

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 SEPTEMBER 19, 2023. [REGULAR MEETING]
2. APPROVAL OF MEETING MINUTES FOR OCTOBER 2, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH & COMPREHENSIVE PLAN WORKSHOP]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-763 AMENDING AND RESTATING RESOLUTION 2023-761 REGARDING THE SUSPENSION OF SELECT PARK RULES PURSUANT TO PARKER CODE OF ORDINANCE SECTIONS 97.11 AND 97.14 FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M. UPON SATISFYING CERTAIN CONDITIONS.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-764 APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES..

INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-765 AMENDING AND RESTATING RESOLUTION NO. 2023-735 TO APPOINT A SECRETARY FOR THE WATER IMPACT FEE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-766, AMENDING AND RESTATING RESOLUTION NO. 2023-736 (COURT OFFICIALS) TO REPLACE THE MUNICIPAL COURT ALTERNATE JUDGE.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 853 AMENDING ORDINANCE NO. 698 GRANTING AN EXCEPTION AND ALTERNATE COVERAGE FOR RETIREE BETTY MCMENAMY UNDER THE CONDITIONS SET FORTH HEREIN, PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ROUTINE ITEMS

8. UPDATE(S):

FM2551

Police Vehicle

Capital Improvement Plan (CIP)

Newsletter

Website

Texas Commission on Environmental Quality (TCEQ)

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[September 2023 - Building Permit](#)

[September 2023 – Court Report](#)

[September 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

DONATION(S)

9. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Patrick and Alex Taylor donated snacks valued at \$20 to the Parker Police Department.

Kristl Pearl from Dublin Road Estates' National Night Out (NNO) event donated pizza, candy and baked goods valued at \$100 to City Staff.

Kristl Pearl from Dublin Road Estates' National Night Out (NNO) event donated \$100 each to Parker Fire and Police Departments.

Cyndi Daughtery donated food valued at \$20 to the Parker Police Department.

FUTURE AGENDA ITEMS

10. FUTURE AGENDA ITEMS

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 to the requirement 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 October 13, 2023, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at www.parkertexas.us.

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:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	October 5, 2023
Exhibits:	None	

AGENDA SUBJECT

WATER IMPACT FEE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING –THURSDAY, OCTOBER 19, 2023, 7 PM

COMPREHENSIVE PLAN WORKSHOP (CITY COUNCIL & PLANNING AND ZONING COMMISSION) – TUESDAY, OCTOBER 24, 2023, 6:00 PM – 8:00 PM

NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 28, 2023, 10 AM – 2 PM

PARKERFEST - SUNDAY, OCTOBER 29, 2023, 3 PM to 6 PM

REMINDER – NOVEMBER 7, 2023 – GENERAL ELECTION (EV AND ED INFO) –

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
October 22 No Voting (22 de octubre) (Sin votar)	October 23 Early Voting (23 de octubre) (Votación adelantada)	October 24 Early Voting (24 de octubre) (Votación adelantada)	October 25 Early Voting (25 de octubre) (Votación adelantada)	October 26 Early Voting (26 de octubre) (Votación adelantada)	October 27 Early Voting (27 de octubre) (Votación adelantada)	October 28 Early Voting (28 de octubre) (Votación adelantada)
	8 am – 5 pm	8 am – 5 pm	8 am – 5 pm	8 am – 5 pm	8 am – 5 pm	7 am – 7 pm
October 29 Early Voting (29 de octubre) (Votación adelantada)	October 30 Early Voting (30 de octubre) (Votación adelantada)	October 31 Early Voting (31 de octubre) (Votación adelantada)	November 1 Early Voting (1 de noviembre) (Votación adelantada)	November 2 Early Voting (2 de noviembre) (Votación adelantada)	November 3 Early Voting (3 de noviembre) (Votación adelantada)	November 4 No Voting (4 de noviembre) (Sin votar)
11 am – 5 pm	7am - 7pm	7am - 7pm	7am - 7pm	7am - 7pm	7am - 7pm	

Election Day - November 7, 2023 - 7 am - 7 pm

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, NOVEMBER 8, 2023, 5 PM

CITY COUNCIL (CC) – TUESDAY, NOVEMBER 21, 2023 (CANCELED – DUE TO THANKSGIVING HOLIDAY)

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/XX/2023



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 20, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR SEPTEMBER 19, 2023. [REGULAR MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/ xx /2023



MINUTES
CITY COUNCIL MEETING
SEPTEMBER 19, 2023

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 Lee Pettle called the meeting to order at 6:00 p.m. Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present. Mayor Pro Tem Jim Reed was absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (arrived at 6:50 p.m.), City Attorney Amy J. Stanphill, Public Works Director Gary Machado (arrived at 6:50 p.m.), Fire Chief Mike Sheff (arrived at 6:50 p.m.), Fire Division Chief (Admin) Jeff Kendrick (arrived at 7:00 p.m.), and Police Sgt. Ralph Burdick

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.

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 6:56 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Lindy M. "Buddy" Pilgrim led the pledge.

TEXAS PLEDGE: Frank DaCosta 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.

Suresh Kapa, 4609 Bryce Drive, inquired when he might be able to get permits and start development of his property at 6804 E. Parker Road. Mr. Kapa was asked to give Public Works Director Machado his contact information.

Lindy M. "Buddy" Pilgrim, 3106 Bluffs Lane, spoke in regard to item #23, Resolution No. 2023-755 approving the purchase of a new Structural Firefighting Pumper Fire Truck, on tonight's agenda. Mr. Pilgrim shared his experience with truck fleets, stating the down time when a truck is unavailable is very expensive both in repairs and loss of providing service to the business. He said he has found using new equipment, especially with warranties, much more cost effective and provided better service. Mr. Pilgrim also asked the City Council to consider changing the property tax exemption from \$50,000 for persons over 65 to a full cap freeze at the time a resident is eligible for an exemption 65.

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1-30, 2023

NATIONAL NIGHT OUT – TUESDAY, OCTOBER 3, 2023, 6 P.M. – 9 P.M

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, OCTOBER 11, 2023, 5 PM

WATER IMPACT FEE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING – **TENTATIVELY** – THURSDAY, OCTOBER 19, 2023, 7 PM

NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 28, 2023, 10 AM – 2 PM

PARKERFEST - SUNDAY, OCTOBER 29, 2023, 3 PM to 6 PM

REMINDER – NOVEMBER 7, 2023 – GENERAL ELECTION (EV AND ED INFO) –

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11 am – 5 pm	7am - 7pm	7am - 7pm	7am - 7pm	7am - 7pm	7am - 7pm	

Election Day - November 7, 2023 - 7 am - 7 pm

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 AUGUST 15, 2023. [CITY COUNCIL PROPOSED FY 2023-2024 BUDGET WORKSHOP]
2. APPROVAL OF MEETING MINUTES FOR AUGUST 15, 2023. [REGULAR MEETING]
3. APPROVAL OF MEETING MINUTES FOR AUGUST 22, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) WORKSHOP - PHASED APPROACH]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE OCTOBER 3, 2023 REGULAR MEETING DUE TO NATIONAL NIGHT OUT (NNO).
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 7, 2023 REGULAR MEETING DUE TO ELECTION DAY VOTING.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESCHEDULING THE NOVEMBER 21, 2023 REGULAR MEETING TO NOVEMBER 14, 2023 DUE TO THE THANKSGIVING HOLIDAY.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-756 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2023-2025.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-757 APPROVING AN AMENDED WYLIE JAIL SERVICES INTERLOCAL AGREEMENT.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-751 CORRECTING THE TERM TO REFLECT APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE ONE POSITION EXPIRES NOVEMBER 30, 2023, RATHER THAN NOVEMBER 30, 2024 [CORRECTION TO 2023 0815].
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-759 APPROVING AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES, AND LAW ENFORCEMENT.
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-760 APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING AND ADOPTING TARIFFS TO REFLECT RATE ADJUSTMENTS.
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-761 REGARDING THE SUSPENSION OF SELECT PARK RULES PURSUANT TO PARKER CODE OF ORDINANCE SECTIONS 97.11 AND 97.14 FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M. UPON SATISFYING CERTAIN CONDITIONS.

MOTION:

Councilmember Lynch moved that items,

- #4, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE OCTOBER 3, 2023 REGULAR MEETING DUE TO NATIONAL NIGHT OUT (NNO);
- #5, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 7, 2023 REGULAR MEETING DUE TO ELECTION DAY VOTING;
- #6, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESCHEDULING THE NOVEMBER 21, 2023 REGULAR MEETING TO NOVEMBER 14, 2023 DUE TO THE THANKSGIVING HOLIDAY; and,
- 12, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-761 REGARDING THE SUSPENSION OF SELECT PARK RULES PURSUANT TO PARKER CODE OF ORDINANCE SECTIONS 97.11 AND 97.14 FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M. UPON SATISFYING CERTAIN CONDITIONS;

be removed from the consent agenda for further discussion and the remaining items,

- #1, APPROVAL OF MEETING MINUTES FOR AUGUST 15, 2023. [CITY COUNCIL PROPOSED FY 2023-2024 BUDGET WORKSHOP];
- #2, APPROVAL OF MEETING MINUTES FOR AUGUST 15, 2023. [REGULAR MEETING];
- #3, APPROVAL OF MEETING MINUTES FOR AUGUST 22, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) WORKSHOP - PHASED APPROACH];
- #7, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-756 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2023-2025;
- #8, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-757 APPROVING AN AMENDED WYLIE JAIL SERVICES INTERLOCAL AGREEMENT;
- #9, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-751 CORRECTING THE TERM TO REFLECT APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE ONE POSITION EXPIRES NOVEMBER 30, 2023, RATHER THAN NOVEMBER 30, 2024 [CORRECTION TO 2023 0815];
- #10, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-759 APPROVING AN INTERLOCAL AGREEMENT

(ILA) BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR CHILD ABUSE, INVESTIGATION SERVICES, AND LAW ENFORCEMENT; and,

- #11, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-760 APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING AND ADOPTING TARIFFS TO REFLECT RATE ADJUSTMENTS;

be approved, as presented. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE OCTOBER 3, 2023 REGULAR MEETING DUE TO NATIONAL NIGHT OUT (NNO).

MOTION: Councilmember Noe moved to cancel the October 3, 2023 regular meeting due to National Night Out (NNO), and to reschedule the meeting to October 2, 2023, 5:00 p.m. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 7, 2023 REGULAR MEETING DUE TO ELECTION DAY VOTING.

MOTION: Councilmember Noe moved to cancel the November 7, 2023 regular meeting due to Election Day Voting, and to reschedule the meeting to October 4, 2023, 5:00 p.m. Councilmember Fecht seconded with Councilmembers Fecht and Noe voting for the motion and Councilmembers Lynch and Kercho voting against the motion. Due to the tie vote, Mayor Pettle voted. Mayor Pettle voted against the motion. Motion failed 3[Mayor Pettle, and Councilmembers Lynch and Kercho]-2[Councilmembers Fecht and Noe].

Mayor Lee Pettle recessed the regular meeting at 7:34 p.m. for City Administrator Olson and City Attorney Stanphill to discuss the matter.

Mayor Lee Pettle reconvened the meeting at 7:45 p.m.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 7, 2023 REGULAR MEETING DUE TO ELECTION DAY VOTING.

MOTION: Councilmember Lynch moved to cancel the November 7, 2023 regular meeting due to National Night Out (NNO), as written. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESCHEDULING THE NOVEMBER 21, 2023 REGULAR MEETING TO NOVEMBER 14, 2023 DUE TO THE THANKSGIVING HOLIDAY.

MOTION: Councilmember Lynch moved to reschedule the November 21, 2023 regular meeting to November 14, 2023 due to the Thanksgiving Holiday, as written. Councilmember Kercho seconded with Councilmembers Kercho, Lynch, and Noe voting for the motion and Councilmember Fecht voting against the motion. Motion carried 3-1.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-761 REGARDING THE SUSPENSION OF SELECT PARK RULES PURSUANT TO PARKER CODE OF ORDINANCE SECTIONS 97.11 AND 97.14 FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M. UPON SATISFYING CERTAIN CONDITIONS.

MOTION: Councilmember Noe moved to approve Resolution No. 2023-761 regarding the suspension of select Park Rules pursuant to Parker Code of Ordinance Sections 97.11 and 97.14 for Parkerfest 2023 on Sunday, October 29, 2023, from 12:00 P.M. TO 8:00 P.M. upon satisfying certain conditions, and amending the resolution to include,

“(23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons,” Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0. **[See Exhibit 1 – Amended Resolution No. 2023-761, dated September 19, 2023.]**

13. PUBLIC HEARING ON THE PROPOSED FY2023-2024 BUDGET.

Mayor Lee Pettle opened a public hearing at 7:59 p.m. to receive comments regarding the Proposed FY2023-2024 Budget.

Finance/Human Resources Director Savage reviewed the City Council Work Session FY 2023-2024 Public Hearing – Budget, Tuesday, September 19, 2023 PowerPoint in tonight’s Council packet, stating the budget has been prepared using the proposed tax of \$0.322680 per \$100 valuation, a decrease of \$0.006609 from the previous year.

Mayor Pettle asked if there were any questions on the Proposed FY 2023-2024 Budget.

No one came forward.

Mayor Pettle declared the public hearing closed at 8:03 p.m.

14. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 847 ADOPTING THE 2023-2024 BUDGET.

MOTION: Councilmember Lynch moved to approve Ordinance No. 847 adopting the 2023-2024 Budget, excluding or removing,

"2. With the approval of City Administrator and or Mayor, transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund."

of **SECTION 5.** Specific authority is given to the Mayor, conditioned as set forth below, to make the following adjustments. [*See Exhibit 2 – Amended Ordinance No. 847, dated September 19, 2023.*]

Mayor Pro Tem Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

15. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 848 RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2023-24 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2023-24 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

Finance/Human Resources Director Savage reviewed the information in tonight's packet.

MOTION: Councilmember Lynch moved to approve Ordinance No. 848 ratifying the property tax revenue increase in the 2023-24 Budget as a result of the City receiving more revenues from property taxes in the 2023-24 Budget than in the previous fiscal year; and providing an effective date. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

16. PUBLIC HEARING ON THE PROPOSED FY2023-2024 TAX RATE.

Mayor Lee Pettle opened a public hearing at 8:10 p.m. to receive comments regarding the Proposed FY2023-2024 Tax Rate.

Finance/Human Resources Director Grant Savage reviewed the City Council Work Session FY 2023-2024 Public Hearing on Proposed Tax Rate, Tuesday, September 19, 2023 PowerPoint in tonight's Council packet, noting the proposed tax rate is \$0.322680 per \$100 valuation, a decrease of \$0.006609 or 2.01% from the previous year. Although the rate decreased, the City Council is required to hold a public hearing on the proposed tax rate because it exceeds the "No-New Revenue Rate". The proposed tax rate is 8.17% above the No-New Revenue Rate.

Mayor Pettle asked if there were any questions on the Proposed FY 2022-2023 Tax Rate.

It was noted again that the 2023 tax rate was an increase, as stated in the PowerPoint presentation.

Tom Macduff noted the City's Capital Improvement Plan (CIP) would probably incur debt and may require the issuance of bonds. He asked the City Council and City Staff to be aware of this and track debt/bond capacity accordingly.

No one else came forward.

Mayor Pettle declared the public hearing closed at 8:15 p.m.

17. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 849 ADOPTING THE 2023 TAX RATE.

MOTION: Councilmember Lynch moved to approve Ordinance No. 849 adopting the 2023 Tax Rate. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

18. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-758 APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER, LLP, A QUALIFIED INDEPENDENT THIRD-PARTY FOR SERVICES RELATED TO THE REVIEW AND/OR PROCESSING OF ENGINEERING PLANS, CONSTRUCTION PLANS, AND/OR INSPECTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS CONSTRUCTED BY PRIVATE DEVELOPMENT TO MEET THE CITY'S ACTUAL COST REQUIREMENT ESTABLISHED UNDER LOCAL GOVERNMENT CODE SECTION 212.906.

MOTION: Councilmember Lynch moved to postpone Resolution No. 2023-758 approving the terms and conditions of a Professional Engineering Services Agreement with Birkhoff, Hendricks & Carter, LLP, a qualified independent third-party for services related to the review and/or processing of engineering plans, construction plans, and/or inspection of public infrastructure improvements constructed by private development to meet the City's actual cost requirement established under Local Government Code Section 212.906. Motion died for lack of a second.

Councilmember Noe inquired as to whether the City Council could approve the agreement conditionally. City Attorney Stanphill explained why that would not be possible.

Councilmember Lynch indicated she had concerns about the cost associated with this agreement and would like the City to advertise for Request for Qualifications (RFQs), regarding professional engineering services.

MOTION: Councilmember Noe moved to approve Resolution No. 2023-758 approving the terms and conditions of a Professional Engineering Services Agreement with Birkhoff, Hendricks & Carter, LLP, a qualified independent third-party for services related to the review and/or processing of engineering plans, construction plans, and/or inspection of public infrastructure improvements constructed by private development to meet the City's actual cost requirement established under Local Government Code Section 212.906, and requesting, as Councilmember Lynch suggested, the City advertise for RFQs for professional engineering services and an item be placed on the Future Agenda Items (FAI).

Councilmember Kercho seconded with Councilmembers Fecht, Kercho, and Noe voting for the motion and Councilmember Lynch voting against the motion. Motion carried 3-1.

19. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 850 APPROVING A PLAT SUBMITTAL CALENDAR TO BE ADMINISTERED BY THE CITY ADMINISTRATOR AND/OR DIRECTOR OF PUBLIC WORKS AND UPDATED AS NEEDED.

MOTION: Councilmember Lynch moved to approve Ordinance No. 850 approving a Plat Submittal Calendar to be administered by the City Administrator and/or

Director of Public Works and updated as needed. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

20. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 851 APPROVING THE SEPTEMBER 2023 CITY FEE SCHEDULE AMENDMENT IN COMPLIANCE WITH NEW LOCAL GOVERNMENT CODE SECTION 212.906 AND TO REMOVE ELEMENTS REPEALED BY ORDINANCE NO. 840, MARCH 21, 2023.

MOTION: Councilmember Lynch moved to approve Ordinance No. 851 approving the September 2023 City Fee Schedule Amendment in compliance with new Local Government Code Section 212.906 and to remove elements repealed by Ordinance No. 840, March 21, 2023. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

21. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 852 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2022-2023 OPERATING BUDGET.

Finance/Human Resources Director Savage reviewed the item, stating the purpose of this item is to do some housekeeping and amend the FY 2022-2023 budget for the amounts listed on the cover letter provided in tonight's Council meeting packet and as follows:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget	Reason
Water	03-600-8608	Water Purchase	2,182,870	40,000	2,222,870	NTMWD Increase
Water	03-610-8609	W/W Treatment	410,000	80,000	490,000	NTMWD Increase
Water	03-900-8605	Prof Services	105,000	20,000	125,000	Increased legal fees
\$ 140,000						

MOTION: Councilmember Lynch moved to approve Ordinance No. 852 authorizing expenditures and approving amendment(s) to the FY 2022-2023 Operating Budget. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

22. PARKER PARKS AND RECREATION (P&R) COMMISSION ANNUAL REVIEW

P&R Chair Frank DaCosta reviewed the P&R Commission's Annual Update Report in tonight's packet.

The Mayor and City Council agreed P&R has done an excellent job and approved the Commission continuing for another year. They thanked P&R Commission members for their service and commended them for their outstanding work.

City Administrator Olson let P&R Chair DaCosta know there was a box labeled P&R in his office he could pick up anytime.

MOTION: Councilmember Lynch moved to officially accept the P&R Commission annual review. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

23. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-755 APPROVING THE PURCHASE OF A NEW STRUCTURAL FIREFIGHTING PUMPER FIRE TRUCK FROM DACO FIRE EQUIPMENT UNDER ITS HGAC (#FS12-19) AND BUYBOARD (#651-21) CONTRACT PRICING AS REPLACEMENT FOR FIRE DEPARTMENT VEHICLE ENGINE 811 AND AUTHORIZING EXECUTION OF THE RELATED CONTRACT DOCUMENTS. [POSTPONED – 2023 0815]

Fire Chief Sheff provided and reviewed a PowerPoint presentation, Fleet Replacement for Engine 811, and then responded to questions. [See **Exhibit 3 – Fleet Replacement for Engine 811, Parker Fire Department, dated September 19, 2023.**]

MOTION: Councilmember Lynch moved to approve Resolution No. 2023-755 approving the purchase of a new Structural Firefighting Pumper Fire Truck from DACO Fire Equipment under its HGAC (#FS12-19) and Buyboard (#651-21) contract pricing as replacement for Fire Department Vehicle Engine 811 and authorizing execution of the related contract documents. [Postponed – 2023 0815]. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

24. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-762 AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND CIVICPLUS, LLC FOR CONTINUED WEBSITE SERVICES AND DESIGN SERVICES.

City Administrator Olson reviewed the information in tonight's packet and acknowledged and thanked staff members Lori Newton and Robin Shults for their continued assistance with the project along with Website Development Committee members, Mayor Lee Pettle and Councilmembers Lynch and Reed.

MOTION: Councilmember Noe moved to approve Resolution No. 2023-762 authorizing execution of an agreement between the City of Parker and CivicPlus, LLC for continued website services and design services. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion. Motion carried 4-0.

Councilmember Lynch asked City Administrator Olson to send copies of the final details to City Council. Mr. Olson agreed.

ROUTINE ITEMS

25. UPDATE(S):

FM2551

City Administrator Olson deferred to Public Works Director Machado, who attended a meeting last Thursday, September 14, 2023, regarding the matter. Mr. Machado said Texas Department of Transportation (TxDot) plans to begin construction in November at Curtis Drive and Hogge Road. TxDot will have their construction headquarter trailers at Parker Road and Dillehay Drive and he confirmed utility work on Dillehay Drive is ongoing.

ANY ADDITIONAL UPDATES

None

MONTHLY/QUARTERLY REPORTS

Council accepted the departmental and quarterly reports hyperlinked below:

[August 2023 - Building Permit/Code Report](#)

[August 2023 – Court Report](#)

[Fire 2nd Qtr. Report 2023](#)

[April-August 2023 – Police Report](#)

[January 2023 – Police Report \(corrected\)](#)

[February 2023 – Police Report \(corrected\)](#)

[March 2023 – Police Report \(corrected\)](#)

[April 2023 – Police Report \(corrected\)](#)

[May 2023 – Police Report \(corrected\)](#)

[June 2023 – Police Report \(corrected\)](#)

[July 2023 – Police Report \(corrected\)](#)

[August 2023 – Police Report](#)

[August 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[August 2023 – Website \(PIWIK\) Report](#)

DONATION(S)

26. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500).

Johnnie and Cindy Frost donated cookies valued at \$30 to the Parker Police Department.

Parker Women's Club (PWC) donated donuts, apple fritters, fruit bowl, teas and miscellaneous (plates, cups, forks and napkins) valued at \$113 to the Police Department, Fire Department, Public Works Department and City Staff.

Maryam Boroujerdi and Mohammad Massoudi donated one (1) dozen Nothing Bundt Cakes Bundtinis valued at \$28 to City Staff.

Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

FUTURE AGENDA ITEMS

27. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda.

Mayor Pettle asked if there were any items to be added to the future agenda, noting the request for a special Capital Improvement Plan (CIP)/ Comprehensive Plan (COMP Plan) meeting Monday, October 2, 2023, 5 p.m. and a RFQ for professional engineering services, would be added.

Hearing no additional requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, October 17, 2023.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 10:04 p.m.

APPROVED:

Mayor Lee Pettle

Approved on the 17th day
of October, 2023.

Patti Scott Grey, City Secretary

PROPOSAL

RESOLUTION NO. 2023-761
(Park Rules Suspension for Parkerfest 2023)

A RESOLUTION SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker, Texas (the City) through the Parks and Recreation Commission (“P&R”) will host the Parkerfest 2023 event on Sunday, October 29, 2023, as a community event (“Parkerfest”); and

WHEREAS, P&R has requested that they be allowed to have vendors at the event to sell food, drink, confections, merchandise, and/or services at Parkerfest; and

WHEREAS, P&R has also requested that a live band be allowed to play amplified music at the event; and

WHEREAS, Section 97.11(A) of the Parker Code of Ordinances states, in part, that the following activities are unlawful in the limits of a City park:

“... (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas...

... (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device...

... (11) To sell or offer for sale any food, drinks, confections, merchandise, or services...

... (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time...

... (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involved more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period...

(23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons, ... [and]

(24) To use or operate mechanical or amplified music, sound or voice.”

WHEREAS, pursuant to Section 97.11(B) of the Parker Code of Ordinances, the City may approve in advance the waiver of park rules for good cause; and

WHEREAS, Section 97.14 of the Parker Code of Ordinances states that “City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § 97.11 as is reasonably necessary for operation of the event”; and

WHEREAS, the City Council deems it in the public interest and that good cause has been shown to waive the seven rules specified above for and during Parkerfest on Sunday, October 29, 2023, so long as certain conditions are met.

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

Section 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

Section 2. Subject to the following conditions, Sections 97.11(A)(1), (10), (11), (19), (22), (23) and (24) are hereby waived for Parkerfest 2023, on Sunday, October 29, 2023, from 12:00 p.m. to 8:00 p.m., to be held at the Preserve, located at 5700 E. Parker Road, Parker, Texas 75002:

1. The Parks & Recreation Commission shall be responsible for rental of any booth or space necessary by vendors.
2. Vendors at the event shall abide by all laws, resolutions, rules, and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) necessary for the selling of their respective items, including but not limited to, alcoholic beverages.
3. Any vendor must agree to indemnify the City of Parker against any liability incident to the selling of their respective products at Parkerfest 2023.

Section 3. This Resolution shall be effective upon passage and approval.

DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19TH DAY OF SEPTEMBER 2023.

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Patti Scott Grey, City Secretary

Amy J. Stanphill, City Attorney

ORDINANCE NO. 847
(Adopting FY 2023-2024 Budget)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by law, the Mayor has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, the City Council has received the Mayor's proposed budget, a copy of which and all supporting schedules have been filed with the City Secretary of the City of Parker, Texas; and

WHEREAS, the City Council has conducted the necessary public hearings as required by law;

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Parker, Texas, said budget being in the amount of \$17,049,663, providing a complete financial plan for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the City Council by the Mayor, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of Parker, Texas for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

SECTION 2. The sum of \$17,049,663 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2023; and ending September 30, 2024 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by state law or a duly enacted ordinance of the City of Parker, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2022-2023 are hereby ratified, and the budget Ordinance for fiscal year 2022-2023, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 5. Specific authority is given to the Mayor, conditioned as set forth below, to make the following adjustments:

1. With the concurrence of the Director of Finance, the transfer of appropriations budgeted from one account classification to another account classification within the same department.

SECTION 6. All notices and public hearings required by law have been duly completed.

SECTION 7. All provisions of the Ordinances 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. Should any word, 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.

SECTION 9. This Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 19th day of September, 2023; by the following votes:

In Favor: Todd Fecht, Terry Lynch, Amanda Noe, Randy Kercho

Opposed: None

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

Fleet Replacement for Engine 811

Parker Fire Department

September 19, 2023



Exhibit 3

Fleet Replacement for Reserve Engine 811

- Today' Engine 811
 - 2002 Pierce pumper
 - 750-gallon water tank
 - 1,750 gpm fire pump
 - Primary roll is backup to Truck 811, a 2018 aerial ladder/pumper
- Past strategic planning workshops identified E811 for replacement during FY 2025 due to its age and reduced reliability.
 - Allows for strategic spacing of fleet replacement
 - Permits additional years for City to allocate funds for fleet replacement
- Due to rapidly escalating cost including changes in Federal diesel engine emission standards impacting diesel engine availability as early as 2024, and delivery times of up to two years, the fire dept. recommends contracting for a newly built replacement of E811.
- Through cooperative buying programs we have identified a Rosenbauer pumper at a contracted cost of \$875,203.
 - Payment at time of delivery

Considerations

- Safety overarching determinant (NFPA 1911)
- Options:
 - Retain the current apparatus/ Refurbish
 - Buy “used”
 - Buy new “stock”
 - Buy new spec’ed for City needs

Considerations

- Service life – time apparatus can render service to community
- Technological life – obsolescence, compared to new vehicles having today's technology in manufacturing, safety and operational aspects
- Economic life – impact vehicle's maintenance, testing and downtime have on city's operating budget.
 - NFPA 2018 study, average maintenance cost for an engine (pumper) is \$11,000/year, and for a truck (aerial ladder) \$13,000/year.
 - Immediate or delayed financial impact on City
 - Timing of fleet replacement in the future – space the purchases apart

Service Life

- National Fire Protection Association
 - NFPA 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances* (2024). Annex F “Guidelines for First-Line and Reserve Fire Apparatus”
 - F.1, “Apparatus over 25 years old should be replaced”.
 - NFPA 1911, *Standard for Inspection, Maintenance, Testing & Retirement of In-Service Automotive Fire Apparatus* (2017)
 - 5.1.1, “The fire department shall consider safety as the primary concern in the retirement of emergency vehicles.”
- Fire Safety Council
 - “If a fire apparatus has been in service for more than 20 years, upgrading it will result in no value, and it should be retired after 25 years.” (March 12, 2022)

Service Life

- *Fire Underwriters Survey, Insurance Grading Recognition of Used and Rebuilt Fire Apparatus. In summary:*
 - a. Apparatus are built to applicable ULC S515 or NFPA 1901 (now 1900) standards.
 - b. Apparatus should respond to first alarms for the first 15 years. For the next 5 years, be in reserve status for use at major fires or as a temporary replacement for out-of-service first line apparatus.
 - c. Be retired at 20 years of age, unless the apparatus meets the recommended annual, service and acceptance level tests and has been deemed in excellent mechanical condition
 - d. Testing includes weight, road and pump performance tests.
 - e. Testing and maintenance only be completed by a qualified technician.

Technological Life

- NFPA 1901 (2009), now NFPA 1900 included, among others, new requirements for
 - Rollover stability
 - Tire pressure indicators
 - Seatbelt warning systems and seatbelt length
 - Roadability including minimum acceleration and maximum speed
 - Enhanced step and work surface lighting
 - Cab integrity

Economic Life

- NFPA 2018 study
 - Average cost of maintenance (excluding repairs) for an engine (pumper) is \$11,000/year
 - Average cost of maintenance (excluding repairs) for a truck (aerial ladder) is \$13,000/year
- Actual cost of maintenance AND repairs for E811 over the fiscal years 2021, 2022, 2022 totals
 - \$14,404 or 4,801/year over the three years
 - Outperforms average which makes sense since we operate E811 as a reserve apparatus
- Future projected repair costs of major components (drivetrain, fire pump) should they fail.
 - \$54,000 - Overhaul pump transmission
 - \$56,000 – Overhaul engine and transmission
 - Total \$110,000 (excludes chassis including suspension, electrical and other systems)
- Residual value of current apparatus in secondary market - \$40,000 (estimated)

Options – Retain/Refurbish

- Retain
 - Reliability when placed into front-line readiness
 - Likelihood of major repairs well in excess of value
 - Liability - Vehicle safety features fail to meet standards as of NPFA 1901 (2009), updated in subsequent editions AND NPFA guidance recommends replacement after 25 years
- Refurbish
 - NFPA recommends against refurbishment of any apparatus over 20 years of age and replacement of any vehicle over 25 years
 - During refurbishment period must have replacement for E811

Options – Buy Used

- Buying from private dealers
- Regardless of the age of the vehicle,
 - No representations nor warranties (i.e., “as-is, where-is”)
 - Limited ability to verify past maintenance conformed to NPFA standards nor if certified technicians performed scheduled maintenance and repairs
 - Lack of local service support
- Restrict population of vendors to national-scope manufacturers having local dealer/servicing in DFW area
- Have reviewed available “used” markets, including pumpers aged under 7 years, eliminating regional vendors without DFW dealer/service support, and concluded advantages (cost) do not outweigh the risks (no warranty and dice roll with respect to future repairs)

Option – Buy New “Stock”

- City benefits from OEM warranties on apparatus body, fire pump, plumbing, plus pass-through warranties on cab, powertrain and chassis
- Consideration must be given to OEMs having dealers with ability for repair at the fire station of minor repairs and local facilities for others
- Fails to meet the need to extend purchase to 2025 which aligns with strategic plan to spread out fleet replacement as presented to Council at past workshops
- As a point of reference, prior two fleet purchases were stock units that were customized to meet dept. needs
- Initial investigation by fire dept. staff among local dealers found no comparable stock units available

Options – Buy New Customized

- The fire department strongly recommends replacement of E811 by purchasing:
 - Rosenbauer FX custom pumper: 2,250 gpm pump, 750-gallon water tank
 - Daco Fire, Ft. Worth
 - Lock in purchase price of \$875,203 with payment due upon delivery (est. FY 2025/2026)
 - Benefit from OEM warranties on apparatus body, fire pump (5 yrs), plumbing (10 yrs), plus pass-through warranties on powertrain and chassis
 - HGAC contract #FS12-19; BuyBoard #651-21
 - Cost comparison amortized over expected life of 25 years
 - \$725,000 stock unit = \$29,000/year
 - \$875,000 custom unit = \$35,000/chassis'



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	September 28, 2023
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR OCTOBER 2, 2023. [CITY COUNCIL CAPITAL IMPROVEMENT PLAN (CIP) - PHASED APPROACH & COMPREHENSIVE PLAN WORKSHOP]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/XX/2023



MINUTES
CITY COUNCIL MEETING
OCTOBER 2, 2023

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 Lee Pettle called the meeting to order at 5:03 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Amy J. Stanphill, Public Works Director Gary Machado, and Police Chief Kenneth Price

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.

Cindy Meyer, 6618 Estados Drive, spoke in regard to the Comprehensive Plan (COMP Plan), noting she had updates if the Mayor and City Council would like those updates, and the Capital Improvement Plan (CIP).

WORKSHOP

CAPITAL IMPROVEMENT PLAN (CIP)

CONSIDERATION OF PHASED APPROACH

Mayor Pettle turned the meeting over to the Council for discussion.

Councilmember Noe noted the "Draft Initial Proposal - Street Repairs" was updated from the August 22, 2023, CIP meeting and included in tonight's packet, as requested.

Council, led by Councilmembers Noe and Lynch, reviewed the "City of Parker, Texas Capital Improvement Plan FY23-24 – FY28-29 10/02/2023 Rev 0.1" and other information, provided in tonight's packet, and the Mayor, Council, and City Staff made suggestions for corrections/updates. Councilmembers Noe and Lynch said they would update the documents and send City Administrator Olson an update before the next CIP meeting for the next packet. [See **Exhibit 1** – City of Parker, Texas Capital Improvement Plan FY23-24 – FY28-29 10/02/2023 Rev 0.2, **dated October 17, 2023**.]

NEXT SCHEDULED CAPITAL IMPROVEMENT PLAN (CIP) MEETING

The Mayor and City Council scheduled the next special City Council/CIP meeting for Tuesday, October 17, 2023, 4:00 p.m. – 6:00 p.m., prior to the regular City Council meeting.

WORKSHOP (Continued)

COMPREHENSIVE PLAN

Due to time limitations, the Comprehensive Plan Workshop was postponed, a date to be determined.

The Mayor, City Council, and City Staff discussed and determined it was best to have a joint City Council/Planning and Zoning Commission meeting.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 7:11 p.m.

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED:

Mayor Lee Pettle

Approved on the 17th day
of October, 2023.

PROPOSED

Exhibit 1



City of Parker Texas Capital Improvement Plan FY23-24 - FY28-29

10/17/2023 Rev 0.2

Table of Contents

Introduction	2
Active Capital Projects (FY23-24)	4
Capital Project Schedule (FY23-24 through FY28-29)	7
Capital Projects	14
Building and Improvement Projects	14
Project: New Water Department Building at the Dillehay Pump Station.....	14
Study: New Parker Police Building.....	15
Study: New Administration Building or Building Reuse Study	15
Project: Building and Improvement Maintenance	16
Infrastructure Projects (Streets and Drainage)	17
Project: FM2551 (from FM2514 to FM2170)	17
Project: Dublin Road – South (Betsy Lane to South City Limit)	18
Project: Dublin Road – North (Parker Road to Betsy Lane)	18
Project: Lewis Lane	19
Project: Moss Ridge (All).....	20
Project: Gray Lane.....	21
Study: Drainage Policy and Procedures	21
Water and Sewer System Projects	21
Project: Build a Secondary Elevated Water Tower at Chaparral Road.....	22
Reference Reports for Capital Needs.....	23
Financing the CIP.....	23
Sources of Funds	23
Current Funding	24
Existing Debt Obligations	26
Long Term Debt	26
Capital Planning Cycle	27
Appendix A.....	29



Conceptual Vision of the new Parker Water Department Facility
Goal for Completion: FY23-24

Introduction

The Parker Capital Improvement Plan (CIP) provides a blueprint for planning Parker's capital expenditures and informing the Annual Capital Budget. This plan is meant to be a tool for city officials and the public so that all are aware of future needs and projects. Ultimately, the plan encourages careful project planning and design to avoid costly mistakes and to help Parker reach desired community objectives within its fiscal capacity.

A well-planned maintained and executed capital plan is a wise investment that will enable the city to:

- maximize use of municipal assets,
- lower maintenance and replacement costs,
- decrease risk of injury or liability from using deteriorating capital assets,
- enhance efficiencies in vehicles and equipment,
- decrease future expenditures through proactive maintenance and replacement of equipment, facilities, and infrastructure,
- enhance Parker's credit rating and control of its tax rate, and
- increase the attractiveness of Parker as a place to live.

The CIP is updated annually to address:

- Progress made toward funding the planned projects,
- Updating the six-year projections, and
- Keeping current with changing information and priorities relating to the city's needs.

Adequate funding of capital needs presents many small cities with significant challenges, and Parker is no exception. With appropriate planning and careful use of resources, the City of Parker can address many of its most pressing needs affordably and sustainably.

This plan was developed in close collaboration with the Mayor, City Administrator, Finance Director, City Attorney, Department Directors, City Engineer, and the City Council. The effort could only come to fruition with these stakeholders' deep engagement.

Capital Planning Process Goals and Objectives

The Capital Planning Process defines the following objectives:

- To maintain Parker's physical assets by providing funding in the annual operating budget to protect its capital investments and minimize future maintenance and replacement costs.
- To pursue a preventive maintenance program as a cost-effective approach to protecting its capital investments and maximizing the useful life of its capital assets including the procurement of outside services where city staff capacity or expertise appears insufficient to perform such preventative maintenance.
- To provide and preserve the infrastructure and equipment needed for achieving the highest levels of public services and quality of life possible by annually updating a six-year Capital Improvement Plan to ensure adequate investment in the City's capital assets.

Definition of a Capital Asset

Capital assets are defined in Resolution 2022-700. Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold defined and have an estimated life of longer than one year. Capital assets include land, land improvements, buildings, building improvements, machinery and equipment, computer equipment, vehicles and heavy equipment, infrastructure, and construction in progress.

Per Resolution 2022-700, capitalization thresholds and estimated useful lives of capital asset categories are as follows:

Asset Description	Capitalization Threshold	Estimated Useful Lives
Land	\$1	
Land Improvements	\$12,500	20 Yrs
Buildings & Building Improvements	\$25,000	30 Yrs - 40 Yrs
Vehicles and equipment		
• Computer Equipment	\$25,000	3 Yrs – 10 Yrs
• Vehicles & Heavy Equipment	\$1	5 Yrs – 20 Yrs
• Machinery & Equipment	\$2,500	5 Yrs – 10 Yrs
Infrastructure	\$25,000	20 Yrs
Water & sewer system		5 Yrs – 40 Yrs

Donated capital assets are recorded at their estimated fair market value at the time of acquisition plus ancillary charges. Assets acquired with grant funds will be capitalized based on the grant agreement.

Capital Improvements Planning Process

The annual capital planning process is a process by which the city identifies the need to acquire new capital assets, repair or replace existing assets, and the proposed financing of each. It is an annual process conducted with the Mayor, City Administrator, Finance Director, City Attorney, Department Directors, City Engineer, and the City Council. The process includes the following steps:

- conduct an annual review of the capital improvements program of the city as well as proposals addressing the needs of the city's municipal buildings or infrastructure and/or the acquisition and maintenance of capital assets,
- make recommendations and consider project scope and funding regarding the above,
- prepare and present an annual report, and
- update the Capital Improvement Plan.

The CIP is a living plan, and as such, projects are subject to change based on new service delivery needs, special financing opportunities, emergency needs, compliance with unfunded mandates, and changing economic conditions. Every effort is made to make the six-year plan as accurate, thorough, and predictable as possible.

Active Capital Projects (FY23-24)

An annual inventory of the upcoming year's active capital projects is a way to monitor the implementation of the Capital Plan. It is also a tool to be used in budget planning and staff resourcing. It can be used for identifying potential funding needs, sources, and re-allocations. It is a tool to help monitor our progress in achieving our stated goals and report on completion success.

Category	Expenditure	Status	Total \$ Appropriated	Funding Source	Grant \$ Funding	Grant Source
Facilities						
Water Department Building	Design and Build the Water Department Building located at the Dillehay Pump Station	IN DESIGN	875,000	TBD		
Fire Department Building	Build a divider wall in the lobby	IN PROGRESS	5,500	General Fund		
Vehicles and Equipment						
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles	IN PROGRESS	120,000	Fund 22		
Public Works	Replace 2006 Cub Cadet Utility Vehicle 4X4 (06-320)	IN PROGRESS	16,500	Fund 22		
Streets						
Maintenance (Patch)						
Curtis Road (Dillehay to Southridge Pkwy)	Patch Overlay 750'x20' Asphalt	IN PROGRESS	75,000	Fund 61		
Pecan Orchard Drive	Apply fog seal and crack sealant to the asphalt road (4675'x20')	IN PLANNING	21,505	Fund 61		
Wagon Wheel	Apply fog seal and crack sealant to the asphalt road (1700'x20')	IN PLANNING	7,820	Fund 61		
Sycamore Lane	Apply fog seal and crack sealant to the asphalt road (5300'x20')	IN PLANNING	24,380	Fund 61		
Springhill Estates (Parker Road to Northern border)	Apply fog seal and crack sealant to the asphalt road (5883'x24')	IN PLANNING	32,474	Fund 61		
Repair						
Lewis Lane Kings Crossing Phase 4N to KC Phase 3N	Remix section next to King's Xing Phase 4. 1000'x24' Asphalt w/ Glas Pave	IN PLANNING	300,000	Fund 61		
Gray Lane (Parker Rd to Gregory Ln)	PCI 25; 2211'x19' Asphalt Overlay	IN PLANNING	200,000	Fund 61		
Moss Ridge (All)	Repair Concrete with patch sections	IN PLANNING	256,000	Fund 61		

Drainage						
Dublin Road South	Engineering Study and construction of a drainage improvement for S-Curve	IN PROGRESS	300,000	Fund 62		
Water Infrastructure						
Water Impact Fee Study	2023-2033 Water Impact Fee Study (4/18/2023 Council Agenda)		25,800	Fund 60		
Dillehay/FM2551	Replacing and relocating FM2551/Dillehay Water Lines (1)	IN PROGRESS				
Dublin Road Water Lines Engr. Fee	Design new Water Infrastructure plan for Dublin Road (North and South)	IN PLANNING		ARPA		
Dublin Road – South Water Lines	Remove and replace existing water lines along Dublin Road - South	IN PLANNING	1,200,000	ARPA	1,200,000	

Capital Project Schedule (FY23-24 through FY28-29)

The FY23-24 through FY28-29 Capital Project Schedule is a working document that aims to identify as many known capital projects as possible. Projects on this schedule have been identified in a reference study or by a departmental director. Projects are listed in these categories: Facilities, Vehicles and Equipment, Streets, Drainage, Water Infrastructure, Parks and Public Spaces. While this schedule cannot possibly anticipate all future capital needs, it can allow the city to forecast, prioritize and schedule planned capital expenditures over a six-year horizon.

The budget figures included in this schedule are estimates to help identify the scale of the project. The budgeted value of a given project should be refined and justified as the project approaches the first year of the Capital Plan. If a project is expected to be supported with grant funds, where possible, potential funding sources have been identified.

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Capital Project Schedule

Buildings and Improvements

<i>Building</i>	<i>Expenditure</i>	<i>FY23-24</i>	<i>FY24-25</i>	<i>FY25-26</i>	<i>FY26-27</i>	<i>FY27-28</i>	<i>FY28-29</i>	<i>Grand Total</i>	<i>Potential Source</i>	<i>Potential Grant \$</i>	<i>Potential Grant Source</i>
Water Department Building	Design and Build the Water Department Building located at the Dillehay Pump Station	875,000						875,000	Fund 62		
Fire Dept. Bldg.	Build a divider wall in the lobby.	5,500						5,500	Fund 01		
Administrative Facility	Build a new or renovate existing Admin Building							-	Fund 65		
Police Station	Build a new Police Station			1,500,000				1,500,000	Fund 65		
	<i>Building & Equipment Total</i>	<i>880,500</i>	<i>-</i>	<i>1,500,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>2,380,500</i>			

Vehicles and Equipment

<i>Department</i>	<i>Expenditure</i>	<i>FY23-24</i>	<i>FY24-25</i>	<i>FY25-26</i>	<i>FY26-27</i>	<i>FY27-28</i>	<i>FY28-29</i>	<i>Grand Total</i>	<i>Potential Source</i>	<i>Potential Grant \$</i>	<i>Potential Grant Source</i>
Police and Public Works	Replace Police and DPW Vehicles with Leased vehicles	120,000	130,000	150,000	150,000	160,000	160,000	870,000	Fund 22		
Public Works	Replace 2006 Cub Cadet Utility Vehicle 4x4 (06-320)	16,500						16,500	Fund 22		
Public Works	Replace 2006 Scag Mower (06-350)		12,000					12,000	Fund 22		
Public Works	Replace 2012 Scag 61" Velocity Plus Mower (12-352)			12,000				12,000	Fund 22		
Public Works	Replace 2021 Hustler Super Z 60" Mower (21-354)					12,000		12,000	Fund 22		
Public Works	Replace 2022 Hustler Super Z 60" Mower (22-355)						12,000	12,000	Fund 22		
Public Works	Replace 2003 Carrier 16' Enclosed Trailer (00-392)			6,000				6,000	Fund 22		

Capital Project Schedule

Public Works	Add Dump truck				150,000			150,000	Fund 01		
Fire	Replace 2002 Smeal Fire Truck-Pumper (02-811) Approved 9/19/2023 (est 2 yr Delivery)			880,000				880,000	Fund 22		
Fire	Replace 2016 Ford F-250 (16-812)			60,000				60,000	Fund 22		
Fire	Replace 2010 Ford F-750 Brush Truck (10-811) Approved 8/15/2023 (23-24 mo. Delivery)		200,000					200,000	Fund 22		
	Vehicle & Equipment Total	136,500	342,000	1,108,000	300,000	172,000	172,000	2,230,500			

Infrastructure

Street Segment	Expenditure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total	Potential Funding Source	Potential Grant \$	Potential Grant Source
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Streets

Maintenance (Patch)											
Annual Maintenance Program	Based on Street Maintenance Plan	240,326	380,000	380,000	380,000	380,000	380,000	2,140,326	Fund 61		
Curtis Road (Dillehay to Southridge Pkwy)	Patch w/ Asphalt overlay 750'x20'	75,000						75,000	Fund 61		
Wagon Wheel	Apply fog seal and crack sealant to the asphalt road (1700'x20')	7,820						7,820	Fund 61		
Sycamore Lane	Apply fog seal and crack sealant to the asphalt road (5300'x20')	24,380						24,380	Fund 61		

Capital Project Schedule

Springhill Estates (Parker Road to Northern border}	Apply fog seal and crack sealant to the asphalt road (5883'x24')	32,474						32,474	Fund 61		
	Subtotal	380,000	380,000	380,000	380,000	380,000	380,000	2,280,000			
Repairs											
Dublin Road South (Park to South Limit)	Remix straight segments 5300'x22', Reconstruct S- Curve 600'x22', Asphalt w/ Glas Pave		1,785,950					1,785,950	Fund 61		
Dublin Road North (Parker to Park)	Remix complete section. 7957'x22', Asphalt w/ Glas Pave				2,985,223			2,985,223	Fund 61		
Lewis Lane (ALL)	Complete jurisdiction analysis and obtain written agreement mtce resp.							-	Fund 61		
Lewis Lane (Kings Crossing Phase 4N to Phase 3N)	Remix section 1000'x24' Asphalt road w/ Glas Pave	300,000						300,000	Fund 61		
Lewis Lane (Other Sections)	PCI 40, 3,286'(est total)		1,534,044					1,534,044	Fund 61		
Curtis Road (Dillehay to Southridge Pkwy)	PCI 40 (Repair delayed due to FM2551 Construction est comp)							-	Fund 61		
Church Ln	PCI 20; 2,172'			1,212,277				1,212,277	Fund 61		
Gray Ln	PCI 25; 2211'x19' Asphalt Overlay	200,000						200,000	Fund 61		
Donihoo Ln	PCI 35; 2,037'						1,392,786	1,392,786	Fund 61		
Gregory Ln (Hogge to Gray)	PCI 40; 4,171'			447,749				447,749	Fund 61		
Gregory Ln (Gray to End)	PCI 40; 1,277'					1,674,370		1,674,370	Fund 61		

Capital Project Schedule

Hackberry Ln (Donihoo to Pecan Orchard)	PCI 40; 1,763'		919,625				919,625	Fund 61		
Hackberry Ln (Pecan Orchard to Cul de Sac)	PCI 40; 1,674'				1,069,708		1,069,708	Fund 61		
Ranchview Ln	PCI 40; 1,002'		351,343				351,343	Fund 61		
Woodcreek	PCI 40; 668'		234,279				234,279	Fund 61		
Kara Lane	PCI 45, 2,606'		410,246				410,246	Fund 61		
Pecan Orchard Ln (Springhill Estates to Hackberry)	PCI 50; 1,146'					492,243	492,243	Fund 61		
Pecan Orchard Ln (Hackberry to Cul De Sac)	PCI 50; 1,088'						-	Fund 61		
Wagon Wheel	PCI 50; 1.676'						-	Fund 61		
Windmill Creek	PCI 50; 1.628'			274,226			274,226	Fund 61		
Moss Ridge Rd.	PCI 55, 6,195', Repair Concrete with patch sections	256,000					256,000	Fund 61		
Sycamore Ln	PCI 55; 5,319'					3,636,834	3,636,834	Fund 61		
Chaparral Rd	Expand to 4-lane + bridge					-	-	Fund 61		
Springhill Estates	Expand to 4-lane					-	-	Fund 61		
	Subtotal	756,000	4,239,619	2,655,894	3,259,449	2,744,078	5,521,864	19,176,903		
	Streets Total	1,136,000	4,619,619	3,035,894	3,639,449	3,124,078	5,901,864	21,456,903		

Capital Project Schedule

Drainage

City Wide	Develop written policies and procedures relating to drainage impacting streets.								-	Fund 63		
Dublin Road South S-Curve	Engineering Study and construction of a drainage improvement for S-Curve	250,000							250,000	Fund 63		
	Drainage Total	250,000	-	-	-	-	-	-	250,000			
	Infrastructure Total	1,386,000	4,619,619	3,035,894	3,639,449	3,124,078	5,901,864	21,706,903				

Water and Sewer Systems

Project	Expenditure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total	Potential Funding Source	Potential Grant \$	Potential Grant Source
Water Impact Fee Study	2023-2033 Water Impact Fee Study (4/18/2023 Council Agenda)	25,800						25,800	Fund 60		
Dillehay/FM2551	Replacing and relocating FM2551/Dillehay Water Lines From Water Impact Fee study 2016-2026.	1,011,396						1,011,396	CC Funds	CC Funds	1,011,396
Bois D' Arc Lane	From Water Impact Fee study 2016-2026. * 8-inch Water Line Cost \$268,010 * Pressure Reducing Valve Cost \$385,164							-	-		
NTMWD Delivery Point No. 2	From Water Impact Fee study 2016-2026. Cost \$2,118,404							-	Fund 60		
Dublin Road Water Lines Engineering Fee	Design new Water Infrastructure plan for Dublin Road (North and South)							-	Fund 03		
Dublin Road – South Water Lines	Remove and replace existing water lines along Dublin Road - South	1,200,000						1,200,000	ARPA	ARPA	1,200,000

Capital Project Schedule

Dublin Road North Water Lines	Replacing Dublin Road – North Water Lines		1,200,000			1,200,000	Fund 03		
Chaparral Elevated Storage Tank	Design and Build 2 nd Water Tower at Chaparral From Water Impact Fee study 2016-2026.					10,000,000	10,000,000	-	

Totals

	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Grand Total	From Other Sources
Buildings and Improvements	880,500	-	1,500,000	-	-	-	2,380,500	-
Vehicles and Equipment	136,500	342,000	1,108,000	300,000	172,000	172,000	2,230,500	-
Infrastructure	1,386,000	4,619,619	3,035,894	3,639,449	3,124,078	5,901,864	21,706,903	-
Water and Sewer Systems	2,237,196	-	1,200,000	-	-	10,000,000	13,437,196	2,211,396
Total ALL	4,640,196	4,961,619	6,843,894	3,939,449	3,296,078	16,073,864	39,755,099	2,211,396

Capital Projects

Building and Improvement Projects

There are several major municipal facility capital projects that are in the planning and feasibility study stages. These projects can have a substantial impact on future capital needs and expenditures, so they should be monitored as part of the capital planning process. The Capital Improvement Planning process should consider recommendations for the initiation of feasibility studies, especially where projects may be partially supported by grant funds or bonds.

Project: New Water Department Building at the Dillehay Pump Station

Status: In Planning/Design - Construction planned for FY23-24

Department: Public Works Water Department

Project Scope: This project scope is to design and build a new Water Department Facility located on the same property as the new Dillehay pump station. The building is envisioned to be a 12,000 sqft. metal building with a brick façade. The building will have an enclosed office space within the larger building and several large garage doors to allow for equipment maintenance. An initial floor plan, preliminary design, and budgetary cost estimate have been completed. The scope of work for FY23-24 is to complete the design and construction of the building.

Background: The water department personnel have been operating out of the Old Parker Fire Station and the old white metal garage building (located adjacent to the old fire station). These buildings have offices, restrooms, work benches, tools and equipment, storage, and work facilities. The buildings have reached the end of their useful life and are not fit for reuse or renovation. The Old Fire Station is a metal building with a brick façade that was built in 1982. The old white garage is of similar vintage and is showing signs of age. Relocating the water department offices, storage, and shop facilities to the location near the Dillehay pump station will enable these buildings to be vacated, allowing for their demolition, making way for alternative uses of the land.

Funding: The project would be funded through the Utility Construction fund. An appropriation of approximately \$875,000 will be necessary to provide sufficient resources in the fund. The source of these funds is TBD.

Timeline: The project should commence imminently.

Study: New Parker Police Building**Status:** Feasibility study planned for FY23-24**Department:** Parker Police Department

Study Purpose: To evaluate the design and construction of a new Police Department Building. A feasibility study is required to define the scope of this project. The study should consider options to repurpose the existing administrative building as a possible Police Department building. The study should reassess the space requirements summary, document existing conditions, establish design parameters, develop and evaluate alternatives, and recommend the most cost-effective and aesthetically cohesive solution possible for a first-rate Police facility.

Background: The Parker Police Department has operated out of a portable building for several years. It is costly to continue to pay rent for this facility, and that money could be better spent on a permanent building. The facility needs to be larger to meet the needs of the Police force. The city will be better served by investing money in a new structure that meets the 21st-century safety and readiness demands placed on our Police Department.

Funding: This project will be funded through the Capital Facilities Fund. The current fund balance including the FY23-24 transfer will be \$1,200,000. This plus an additional \$300,000 could fund this project.

Timeline: Based on the feasibility study results, we can expect to know in FY23-24 whether Parker will be ready to fund the new Police facility.

Study: New Administration Building or Building Reuse Study**Status:** Feasibility Study Planned for FY23-24**Department:** City Administration

Study Purpose: To rehabilitate or construct a new main City Administration Building including the Council Chambers. A feasibility study is required to obtain funding support for a new or rehabilitated City Administration Building. The study should include consideration for reuse of the existing building to address the best-suited use for this facility for the city.

Background: Parker City Hall is challenged to meet the space needs of the Parker Administrative Staff and the residents of the City of Parker. The space lacks proper ADA accessibility, sufficient parking, and has constrained meeting, office, and storage space, and is limited for expansion opportunities. The study will explore the feasibility of expansion and remodeling of the existing facility, but also consider other possible alternative use options, such as the Parker Police Department Facility.

Funding: The project will be funded through the Capital Facilities Fund. Financing options will be evaluated.

Timeline: The city should commence with a study to assess feasibility options for the existing administrative building to be completed by Spring 2024. If successful, the city would need to appropriate funds needed to design and build the new administrative building by FY25-26.

Project: Building and Improvement Maintenance

Parker owns a portfolio of at least 5 buildings of various ages. The City of Parker should conduct an annual building assessment (not feasibility studies) for the city properties. Roof, Septic, HVAC, and generator assessments should be conducted on an annual basis. These assessments inform the six-year capital plan. As additional properties are built, these properties should be added to the annual assessments.

Facility	Address	PCA 360 Audit	Roof Assessed	Roof last Replaced	HVAC/Boiler Replaced	Septic Replaced	Generators Replaced
Parker City Hall	5700 E. Parker Road		2022		2015-2018		
Parker Fire Department	5700 E. Parker Road		2022		2008	2023	2009
Parker Police Dept.	5700 E. Parker Road		N/A		2014		
Parker Water Dept.	5700 E. Parker Road		2022		2020		
East Water Storage Facility	Parker Road						2007
Central Water Storage Facility	Dillehay			2021	2020-2021		2021

Infrastructure Projects (Streets and Drainage)

Infrastructure Capital Improvement planning is driven by the mission to provide a safe and reliable street and drainage system for residents and visitors. The plan considers both scheduled maintenance and repair of poor streets and other surface drainage issues.

Many of the projects for streets, drainage, and water are interrelated and are considered as one within the Capital Improvement Plan for specific projects. Below is a recap of projects grouped by the major project.

Project: FM2551 (from FM2514 to FM2170)

Status: Contract Let April 2023

Department: Public Works

Project Scope: Reconstruction and widening of FM2551 from 2 lanes to a 6-lane thoroughfare. Collin County is managing the project, and TxDOT has oversight of the construction. The city is responsible for the movement of water lines and utilities and providing input to project managers for the safety of residents.

Background: The continued local housing growth and development has resulted in a significant increase in the traffic volume on this road during recent years. Dillehay (2551) has been planned for expansion at both the county and state levels for quite some time. The scheduled widening of the road is taking place now. Parker has an obligation to fund the water infrastructure portion of the project.

Funding: Collin County has committed to provide \$1,200,000 in funding for this project with any additional funds paid by the city. The city has an agreement with Collin County to cover \$_____ of costs.

The city also has an agreement with Birkhoff & Assoc to perform engineering services for a cost not to exceed \$_____

Timeline: Construction Start: Fall 2023. End: Summer 2026

Project: Dublin Road – South (Betsy Lane to South City Limit)**Status:** In Design**Department:** Public Works

Project Scope: This project estimate includes the replacement of the road surface, addressing a critical S-Curve, and replacement of a water line. The water line replacement will be completed first with the road afterward. A drainage and right-of-way study will also be completed prior to the start of road work.

Background: The Street Condition Survey identified this street with a very poor rating of 30.

This is a significant collector street for subdivisions and private streets in the southern portion of Dublin Road. In addition, many people take this street to travel north and south as an alternative to FM2551 (Murphy Rd). A traffic study in 2021 showed an average traffic volume of 1,456 vehicles per day.

A city water line lies along and under this street. These lines are aging and undersized and need to be replaced. Such replacement should be coordinated with the reconstruction of the road. The current roadway is about 20' wide. The width of this street will be increased to 22'-24' wherever possible. The street has an S-curve that experiences accidents with drivers running off the street. The design will consider options to improve the safety of the road. In addition, stop signs will be put at the intersections at Creekside and Edgewater with the purpose of slowing travelers before they reach the curve. A drainage review will also be performed to determine that the streets will include proper drainage after construction. A right-of-way review will be performed to evaluate property ownership in conjunction with street widths and drainage needs.

Funding: This street project will be funded with money from Fund 61 (Capital Street Construction Fund) and the Water Line will be funded using available ARPA funds.

Timeline: This project should commence imminently after the water lines are replaced, and the drainage study is complete. The S-Curve drainage plan should be implemented in conjunction with the road reconstruction project.

Project: Dublin Road – North (Parker Road to Betsy Lane)**Status:** In Planning

Department: Public Works

Project Scope: This project includes replacing the road surface and water lines. The water line replacement will be completed first with the road afterward. A drainage and right-of-way study will also be completed prior to the start of road work. The road surface will be repaired afterward.

Background: The Street Condition Survey identified this street to have a poor rating of 45-50.

This is a significant collector street for subdivisions and streets in the northern portion of Dublin Road. In addition, many people take this street for traveling north and south as an alternative to FM2551 (Murphy Rd). A traffic study in 2021 showed an average traffic volume of 1,640 vehicles per day.

In 2020, maintenance was performed on the street, providing important stabilization in areas that were in poor condition. However, the street has shown early signs of wear that need to be addressed.

A city water line lies along and under this street. These lines are aging and undersized. These lines need to be replaced. Such replacement should be coordinated with the reconstruction of the road. The current roadway is about 20' wide. The width of this street will be increased to 22'-24' wherever possible. The street has an S-curve that experiences accidents with drivers running off the street. The design will consider options to improve the safety of the road. In addition, stop signs will be put at the intersections at north and south of the curve with the purpose of slowing travelers before they reach the curve. A drainage review will also be performed to determine that the streets will include proper drainage after construction.

A right-of-way review will be performed to evaluate property ownership in conjunction with street widths and drainage needs.

Funding:**Timeline:****Project:** Lewis Lane

Status: In Planning

Department: Public Works

Project Scope: The goal for FY23-24 is to complete a jurisdiction analysis and reconstruct one segment between Kings Crossing Phase 4 North to Phase 3 North.

The remaining portions that are within Parker's responsibility will be targeted for reconstruction in future years working with Lucas and Collin County to coordinate their segments at the same time. A drainage review will be performed prior to commencing work to ensure no significant drainage issues need to be addressed.

Background: The Street Condition Survey rated the total of Lewis Lane with a 40 PCI rating, one in poor condition. This is a collector street with increasing populations from residents in subdivisions within Parker and Lucas. In addition, this street is a north/south alternative for FM2551 (Dillehay)

This street is the responsibility of multiple entities (Parker, Lucas, and Collin County), and legal ownership of each section is not documented and agreed upon among the entities. This is critical to resolving the problems on this street. The Developer reconstructed a portion of the street (Kings Crossing Phase 3N to Phase 3S) in 2022. The remaining portions of the street are maintained by adding asphalt to patches, which wash away when rains occur.

Funding:

Timeline:

Project: Moss Ridge (All)

Status: In Planning

Scope: Replace selected concrete panels

Background: The Street Condition Survey rated Moss Ridge with a 55 PCI rating, a condition on the cusp of fair. This subdivision and associated street were built in the late 1980s. This is a concrete surface road, and a number of the panels are cracking.

This project will replace the concrete panels that are in poor condition. This will enable the street to move to a more acceptable condition and be good for years to come.

Over the years, the drainage easements have become less pronounced. Changes have occurred impacting the flow of water. A drainage review will be done prior to construction.

Funding:

Timeline:

Project: Gray Lane

Status: In Planning

Department: Public Works

Project Scope: Road reconstruction

Background: Gray Lane was evaluated by the Street Condition Survey with a very poor rating of 25

Funding:

Timeline:

Study: Drainage Policy and Procedures

Status:

Department:

Study Purpose: Develop written policies and procedures relating to drainage impacting streets.

Background: Residents frequently have questions about drainage including what the city policy is for maintaining drainage and who has responsibilities for the various aspects required to maintain a proper drainage structure throughout the city.

Funding:

Timeline:

Water and Sewer System Projects

Water Improvement planning is driven by the need to maintain our water systems in working condition, providing safe and sufficient water for residents as needed. Water improvements include the needs of our water lines, standalone or interconnected with storage tanks, valves, hydrants, and water towers.

The city has several water infrastructure projects in the planning stage for the future. The goal of these projects is to continue to provide a water distribution system that meets the necessary volume and peak demand projections associated with future growth projections of our city. The projects scoped here are derived from the Capital Improvement Plan for 2016-2026 Water Impact Fee Study.

Water infrastructure improvements connected to streets are identified in the Infrastructure Projects above.

Project: Build a Secondary Elevated Water Tower at Chaparral Road

Status: Unfunded - targeting FY28-29

Department: Public Works Water Department

Project Scope: To construct a secondary elevated water tower and 16" water pipe infrastructure to connect to the existing water distribution system. The first phase of this project will be to perform a study to determine the timing of the need.

Background: The Capital Improvement Plan for 2016-2026 Water Impact Fee recommends constructing a secondary water tower on or before FY28-29 to meet the projected water demand of residents based on future growth projections.

An Elevated storage tank within the Parker water distribution system is required by TCEQ to maintain system pressure. The Parker secondary elevated storage tank is expected to be sized to meet the maximum hourly demand working in conjunction with the pump stations, while maintaining system pressures.

The City currently has one 1.0-MG elevated storage tank located on Parker Road, adjacent to City Hall, with a high water level at 800-ft MSL. The Chaparral Elevated Storage Tank and water line project would consist of constructing an elevated storage tank with approximately 385 linear feet of 16-inch waterline connected between the new elevated tank and the existing 16-inch waterlines. The utilized capacity during the CFR period was calculated to be 63.0%

Funding: Secure grant or bond funding.

Timeline: Secure funding and commence construction on or before FY28-29.

Reference Reports for Capital Needs

Category	Plan Reference Title	Last Updated
Community Development	Comprehensive Plan	In revision
Buildings and Improvements	Facilities Maintenance Plan	Need to Create (update annually)
Infrastructure	Street Maintenance Plan	Need to Create (update annually)
Infrastructure	Street Condition Survey	2021 (update every X years)
Infrastructure	Drainage Maintenance Plan	Need to Create (update annually)
Water and Sewer System	CIP for 2016-2026 Water Impact Fee	2016 (update every X years)
Vehicles and Equipment	Equipment Capital Replacement Schedule	annual

Financing the CIP

CIP Projects are funded through general fund revenues and other resources available to the City. Funding considerations go beyond individual projects. The city's funding strategies will consider several variables, including amounts available in project funds, other City needs, debt, and the impact on taxpayers. Below, we will address the city's sources of funds and current funding.

Sources of Funds

Operational Revenue: Revenues generated in the

- General Fund through ad valorem taxes, sales taxes or fees.
- Proprietary Fund primarily through water & wastewater revenues.

Local Sales Tax – The city charges a 2% Sales Tax. The General Fund receives a 1% sales tax. In May 2023, the voters elected to adopt a 1% sales tax dedicated to repairing and maintaining existing city streets in accordance with Chapter 327 of the Texas Tax Code. The new tax goes into effect on October 1, 2023. These revenues are directly reported to the Street Construction Fund. This tax expires after four years unless a new election is held to reauthorize the tax.

Impact Fees – The city charges a **Water Impact Fee** on new Single-Family Residences based on a Water Impact Fee Study. New residential homes with a 1" meter pay a fee of \$3,938.95, and those with a 2" meter pay \$15,755.82 as approved by the city council on April 4, 2017. The use of these funds is restricted to financing capital improvements required by new developments in accordance with Chapter 395 of the Texas Local Government Code.

Developer Contributions: Contributions of capital infrastructure in conjunction with new development in the city.

Intergovernmental: Funds supplied through other governmental agencies such as TxDOT, Collin County, State, and/or Federal government.

Other Grants and Donations: Funds received from other organizations and individuals.

Bonds: Bonds refer to expenditures that are financing through borrowing. A bond is a written promise to pay a specified sum of money, called the face value (par value) or principle amount, at a specified date or dates in the future, called maturity date(s), together with periodic interest at a specified rate.

There are different kinds of borrowing, each with its advantages and disadvantages.

- **General Obligation Bonds (GO):** Debt instruments authorized by a vote among registered voters.
- **Certificates of Obligation (CO):** Debt instruments authorized by a vote of the City Council.
- **Revenue Bonds:** Debt instruments, the repayment of which depends on the revenue stream generated by the city's water & wastewater system.

Current Funding

General Funds

Fund		FY22 – 23*	FY23 - 24		
#	Title & Purpose	Fund Balance	Transfers	Other Rev	Total Additions
22	Equipment Replacement Fund – Replacement of existing vehicles and equipment or lease of city vehicles	\$700,509	\$350,000	\$165,000	\$515,000
24	Technology Replacement Fund – Replacement of existing technology equipment	\$73,997	\$105,000	0	\$105,000
61	Capital Street Construction Fund - Construction or maintenance of street projects.	\$1,290,936	\$970,000	\$380,000	\$1,350,000
63	Capital Drainage Fund - Construction or maintenance of drainage-related improvements	\$313,239	\$100,000		\$100,000
65	Capital Facilities Fund - Land acquisition, construction, renovation, and equipping of city facilities.	\$976,635	\$300,000		\$300,000
Total		\$3,355,316	\$1,825,000	\$545,000	\$2,370,000

* Preliminary and unaudited.

These funds are supported from several sources, including:

- **Transfers:** The city has established a pay-as-you-go approach to addressing capital needs using special funds. A portion of the city's General Fund Operational Revenues are allocated each year to these funds during the annual budgeting process. They can only be used for the purpose specified without city council approval. The equipment replacement fund also receives a transfer from the Proprietary Fund (Water/Wastewater) Operational Revenue of \$25,000.
- **Sales Tax:** These amounts are directly reported to the Street Construction Fund. The city anticipates approximately \$380,000 in fiscal 2023-24.
- **Proceeds** from the sale of city property within these funds are directly allocated to these funds. The equipment replacement fund reflects \$140,000 proceeds from the sale of city property.

Proprietary Funds (Water/Wastewater)

Utility Impact Fees Fund (Fund 60): This fund is supported by the Water Impact Fees from New Single Family Residential homes. As of September 30, 2023, the Utility Impact Fees Fund had a balance of **\$2,071,001**.

Utility Construction Fund (Fund 62): This fund was supported from the \$6,075,000 proceeds of the 2018 combination tax and revenue bond plus interest earned to construct facilities needed for water services operations. As of September 30, 2023, **\$506,000** remained of those funds.

American Rescue Plan Act of 2021 (ARPA): The provisions of this act provided supplemental funds to the city in FY21 and FY22. These funds can only be used for specified purposes, including investment in water infrastructure. *Funding must be obligated by the end of calendar year 2024 and expended by the end of calendar year 2026.*

As of September 30, 2023, the City has \$1,223,553 of these funds to be allocated for qualified capital projects. The City Council has the authority to spend these funds within the authority of the act.

County Funds: The city has a commitment to receive funds from Collin County for purpose of the 2551/Dillehay Project. For more information, refer to that project.

Existing Debt Obligations

Bond	Interest Rate	Maturity	Original Balance	Outstanding Balance	Remaining Principal +
Government Activities (General Fund)					
2015 Certificate of Obligation	2.09%	2025	\$1,485,000	\$320,000	\$326,688
2019 General Obligation Refinancing Bond	3.00%	2028	\$1,285,000	\$583,914	\$621,278
			\$2,770,000	\$903,914	\$947,966
Business Type Activities (Water/Wastewater)					
2018 Combination Tax & Revenue Bond	3.00-4.00%	2038	\$6,075,000	\$5,755,000	\$1,726,350
2019 General Obligation Refinancing Bond	3.00%	2028	\$1,200,000	\$543,170	\$582,931
			\$7,275,000	\$6,298,170	\$2,309,281

Long Term Debt

The Capital Plan and program is a means for identifying projects that are best accomplished through the use of debt financing.

Long-term debt is an important financing source for capital projects that cannot be accommodated within the annual operating budget. The Capital Plan and program is a means for identifying projects that are candidates for debt financing.

The amount of annual debt service to be authorized is an important consideration in determining options for long term debt. Optimal annual debt service is expected to range from 2% of operating revenues at the low end to no more than 10% of operating revenues at the high end.

Debt Ratio Calculations

FY23-24			
Bond	Debt Service	Budgeted Revenues	Debt Ratio
Government Activities (General Fund)			
2015 Certificate of Obligation	165,016		
2019 General Obligation Refinancing Bond	170,256		
Total	335,272	7,551,006	4%
Business Type Activities (Water/Wastewater)			
2018 Combination Tax & Revenue Bond	395,950		
2019 General Obligation Refinancing Bond	158,994		
Total	554,944	6,083,200	9%

Capital Planning Cycle

The Capital Planning Cycle is held in coordination with the Annual Budget Cycle.

September- October: The fiscal year closes on September 30. Department heads assess progress in meeting goals outlined in the Capital Improvement Plan. A progress report will be presented to the council by the end of October.

The City Administrator meets with the selected department heads to review existing and proposed new major capital projects or equipment as they relate to the current Capital Improvement Plan. This is to include a roll forward of unfinished projects with the addition of new projects proposed for the sixth year. A report of this information will be provided to the council.

Early November: The City Council meets with the City Administrator, Mayor, City Attorney, and Finance Director, to receive preliminary guidance on the funding resources expected to be available for capital projects in the upcoming fiscal year.

November – December: The City Administrator meets with department leaders to discuss the specifics of their capital requests, review documentation framing the relative urgency of those requests, and review any cost estimates received as they pertain to the projects. This activity may continue into early January.

January: The City Administrator summarizes capital spending requests, including the updated cost estimates, and makes recommendations for the coming fiscal year, and presents a report to the City Council.

January: Council meets to discuss the City Administrator's recommendations. The council also will discuss the past year's CIP process, consider possible CIP process improvements, and begin working on the CIP plan revision for the coming year.

January: Financing Options are evaluated and presented to council. If a general obligation bond is considered, information must be available prior to ballot deadline in February.

January – February: Council holds workshops as needed to discuss the Capital Improvement Plan.

February: Ballot initiatives, if any are filed.

March: City Council adopts the annual update of the Capital Improvement Plan.

April – June: The Finance Director incorporates the Capital Improvement Plan items for the current fiscal year incorporated into the budget cycles.

May: Council appoints lead of Capital Improvement Plan.

July – August: Bond initiatives, if any, deemed for a November ballot are to be addressed at this time. Ballot initiatives, if any, are filed.

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Appendix A

Capital Assets per the Audited Financial Statements as of September 30, 2022.

D. Capital Assets

A summary of changes in governmental activities capital assets for the year end was as follows:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 843,484	\$ -	\$ -	\$ 843,484
Construction in progress	58,337	18,839	-	77,176
Total capital assets not being depreciated	<u>901,821</u>	<u>18,839</u>	<u>-</u>	<u>920,660</u>
Capital assets, being depreciated/amortized:				
Land improvements	212,367	-	-	212,367
Buildings and improvements	2,616,328	-	-	2,616,328
Vehicles and equipment	4,443,915	112,928	(925,136)	3,631,707
Infrastructure	52,266,733	941,416	-	53,208,149
Right-to-use leased assets	-	277,247	-	277,247
Total capital assets, being depreciated/amortized	<u>59,539,343</u>	<u>1,331,591</u>	<u>(925,136)</u>	<u>59,945,798</u>
Less accumulated depreciation/amortization:				
Land improvements	(103,272)	(10,618)	-	(113,890)
Buildings and improvements	(974,038)	(61,183)	-	(1,035,221)
Vehicles and equipment	(2,817,752)	(418,153)	694,418	(2,541,487)
Infrastructure	(22,731,915)	(2,039,274)	-	(24,771,189)
Right-to-use leased assets	-	(196,856)	-	(196,856)
Total accumulated depreciation/amortization	<u>(26,626,977)</u>	<u>(2,726,084)</u>	<u>694,418</u>	<u>(28,658,643)</u>
Net capital assets being depreciated/amortized	<u>32,912,366</u>	<u>(1,394,493)</u>	<u>(230,718)</u>	<u>31,287,155</u>
Governmental Capital Assets	\$ 33,814,187	\$ (1,375,654)	\$ (230,718)	\$ 32,207,815

A summary of changes in business-type activities capital assets for the year end was as follows:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 323,666	\$ -	\$ -	\$ 323,666
Construction in progress	4,992,608	1,147,737	-	6,140,345
Total capital assets not being depreciated	<u>5,316,274</u>	<u>1,147,737</u>	<u>-</u>	<u>6,464,011</u>
Capital assets, being depreciated:				
Water and sewer system	22,774,416	978,150	-	23,752,566
Vehicles and equipment	238,274	6,837	(82,980)	162,131
Total capital assets being depreciated	<u>23,012,690</u>	<u>984,987</u>	<u>(82,980)</u>	<u>23,914,697</u>
Less accumulated depreciation				
Water and sewer system	(6,222,958)	(608,834)	-	(6,831,792)
Vehicles and equipment	(239,211)	(3,518)	82,980	(159,749)
Total accumulated depreciation	<u>(6,462,169)</u>	<u>(612,352)</u>	<u>82,980</u>	<u>(6,991,541)</u>
Net capital assets being depreciated	<u>16,550,521</u>	<u>372,635</u>	<u>-</u>	<u>16,923,156</u>
Total Capital Assets	<u>\$ 21,866,795</u>	<u>\$ 1,520,372</u>	<u>\$ -</u>	<u>\$ 23,387,167</u>

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Revision History

Revision 0.2	<p>Definition of Capital Asset - Changed to reflect Resolution 2022-706, approved 10/18/2022 (Agenda Packet).</p>
	<p>Reformatted categories to be in line with Assets as reflected in the Financial Statements and included Appendix A.</p>
	<p>Added items in spreadsheets</p> <ul style="list-style-type: none"> • Public Work Dump Truck - FY26-27 (?) • Study drainage polices and procedures • Added streets – Chapparal and Springhill Estates
	<p>Updated street amounts to reflect</p> <ul style="list-style-type: none"> • Streets in years based on estimated costs from engineers estimates plus 25% engineering fee and 7% increase per year. • Dublin Rd – South street cost based on engineer's estimates. North street cost based on remix instead of reconstruction. • 2551/Dillehay updated to reflect information about Collin County funds.
Revision 0.1	Initial Draft



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Administration
Fund Balance-before expenditure:	Prepared by:	Amy Stanphill City Attorney
Estimated Cost:	Date Prepared:	October 6, 2023
Exhibits:	1. Proposed Resolution 2. Copy of Sections 97.11 and 97.14 of the Code of Ordinances	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-763 AMENDING AND RESTATING RESOLUTION 2023-761 REGARDING THE SUSPENSION OF SELECT PARK RULES PURSUANT TO PARKER CODE OF ORDINANCE SECTIONS 97.11 AND 97.14 FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M. UPON SATISFYING CERTAIN CONDITIONS.

SUMMARY

City Council adopted Resolution 2023-761 on September 19, 2023, to suspend the below listed Park Rules, subject to the satisfaction of the listed conditions:

Parker Code of Ordinances Sections 97.11(A)(1), (10), (11), (19), (22), and (24) are hereby waived for Parkerfest 2023, on Sunday, October 29, 2023, from 12:00 p.m. to 8:00 p.m., to be held at the Preserve, located at 5700 E. Parker Road, Parker, Texas 75002:

1. The Parks & Recreation Commission shall be responsible for rental of any booth or space necessary by vendors.
2. Vendors at the event shall abide by all laws, resolutions, rules, and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) necessary for the selling of their respective items, including but not limited to, alcoholic beverages.
3. Any vendor must agree to indemnify the City of Parker against any liability incident to the selling of their respective products at Parkerfest 2023.

This Resolution supplements Resolution 2023-761 to add a limited suspension of ..."air guns, bow and arrows" ... Suspension of this number 15 will be limited to airsoft air guns and bow and arrows for registered vendor(s) or sponsors

from the prohibition of Parker Code of Ordinances Section 97.11(A)(15), the remaining prohibitions of 97.11(A)(15) remain in full force and effect and conditions 1 – 3 apply.

Parkerfest 2023 is set to be held in The Preserve on Sunday, October 29, 2023, from 3:00 p.m. to 6:00 p.m. Games, activities, food, drink, live music, and vendors are expected to be part of the event.

Subsection (B) of 97.11 allows the City to approve the waiver of Park Rules for good cause. Further, Section 97.14 states that City sponsored events or use of park facilities may be exempt from the Park Rules as reasonably necessary for the operation of the event.

The proposed resolution would waive the six rules itemized above and a limited portion of Section 97.11(A)(15) as described with particularity between the hours of 12:00 p.m. and 8:00 p.m. for the set-up, operation, and clean-up of Parkerfest 2023.

POSSIBLE ACTION

Approve the Resolution or
Reject the proposed Resolution.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/06/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	09/XX/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	09/XX/2023

RESOLUTION NO. 2023-763
(Park Rules Suspension for Parkerfest 2023)

A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 2023-761 SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker, Texas (the City) through the Parks and Recreation Commission (“P&R”) will host the Parkerfest 2023 event on Sunday, October 29, 2023, as a community event (“Parkerfest”); and

WHEREAS, P&R has requested that they be allowed to have vendors at the event to sell food, drink, confections, merchandise, and/or services at Parkerfest; and

WHEREAS, P&R has also requested that a live band be allowed to play amplified music at the event; and

WHEREAS, P&R has requested that a vendor be able to perform an equestrian archery presentation within defined parameters; and

WHEREAS, a sponsor and/or vendor has requested the presentation of airsoft air guns; and

WHEREAS, Section 97.11(A) of the Parker Code of Ordinances states, in part, that the following activities are unlawful in the limits of a City park:

“... (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas...

... (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device...

... (11) To sell or offer for sale any food, drinks, confections, merchandise, or services...

... (15) Discharge...”air guns, bow and arrows”... **Suspension of this number 15 will be limited to airsoft air guns and bow and arrows for registered vendor(s) or sponsors only.**

... (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time...

... (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involved more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period...[and]

... (24) To use or operate mechanical or amplified music, sound or voice.” ; and

WHEREAS, pursuant to Section 97.11(B) of the Parker Code of Ordinances, the City may approve in advance the waiver of park rules for good cause; and

WHEREAS, Section 97.14 of the Parker Code of Ordinances states that “City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § 97.11 as is reasonably necessary for operation of the event”; and

WHEREAS, the City Council deems it in the public interest and that good cause has been shown to waive the six rules specified above for and during Parkerfest on Sunday, October 29, 2023, so long as certain conditions are met.

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

Section 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

Section 2. Subject to the following conditions, Sections 97.11(A)(1), (10), (11), (19), (22), and (24), and very limited and specific portions of 97.11(A)(15) which is “**air guns, bow and arrows.**” **(Suspension of this number 15 will be limited to airsoft air guns and bow and arrows for registered vendor(s) or sponsors only)** are hereby waived for Parkerfest 2023, on Sunday, October 29, 2023, from 12:00 p.m. to 8:00 p.m., to be held at the Preserve, located at 5700 E. Parker Road, Parker, Texas 75002:

1. The Parks & Recreation Commission shall be responsible for rental of any booth or space necessary by vendors.
2. Vendors at the event shall abide by all laws, resolutions, rules, and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) necessary for the selling of their respective items, including but not limited to, alcoholic beverages.
3. Any vendor must agree to indemnify the City of Parker against any liability incident to the selling of their respective products at Parkerfest 2023.

Section 3. This Resolution shall be effective upon passage and approval.

DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 17TH DAY OF OCTOBER 2023.

ATTEST:

Patti Scott Grey, City Secretary

Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney

§ 97.11 UNLAWFUL ACTS.

(A) Within the limits of any city park, or designated city open space, it shall be unlawful for any person to do any of the acts hereinafter specified, except as may be otherwise provided:

- (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas.
- (2) To damage, move, alter, cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, equipment, or other structure, apparatus or property, or to pluck, pull up, cut, take, or remove any shrub, bush, plant or flower, or to mark or write upon, paint, or deface in any manner, any building, monument, fence, bench, equipment or other structure;
- (3) To cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer;
- (4) To make or kindle a fire except in picnic stoves, braziers, fire pits, or designated areas provided for that purpose;
- (5) To place, abandon, or leave garbage, cans, bottles, papers, or other refuse in any park except in proper waste receptacles;
- (6) To participate or engage in any activity in any park area when such activity will create a danger to the public or may be considered a public nuisance;
- (7) To camp overnight, without written permission of the City Administrator or Mayor;
- (8) To possess or consume any alcoholic beverage;
- (9) To disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition;
- (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device;
- (11) To sell or offer for sale any food, drinks, confections, merchandise, or services.
- (12) To place or dump any trash, refuse, solid waste, grass clippings, leaves, or other objectionable or unsightly matter in any park; and/or
- (13) To conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Administrator or Mayor or which conflicts with a scheduled activity or event authorized by the City Administrator or Mayor.
- (14) To carry a firearm, except those persons who are peace officers or are duly licensed by the State of Texas to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun License Laws, as amended.

- (15) To discharge firearms, fireworks, BB guns, air guns, bow and arrow, sling shots, blow guns, rockets, or paint ball guns.
- (16) To swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream.
- (17) To remain, stay or loiter in the area of the park between the hours of 11:00 p.m. and 5:00 a.m. inclusive, every day of the week.
- (18) To enter into/onto the wooden structure in the Preserve known as the "Barn," including its loft, stairs, roof; and/or all other structures or areas as restricted by signage.
- (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time.
- (20) For the owner or person with possession or custody of a domestic animal to allow the animal to defecate in the park without immediate removal and disposal of such feces in proper waste receptacles.
- (21) To discard, abandon, litter, or break any glass container. No glass beverage containers are permitted in the park.
- (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involves more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period.
- (23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons, in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park.
- (24) To use or operate mechanical or amplified music, sound or voice.

(B) One or more of the rules above may be waived for good cause, in advance, by the city, upon written request by an applicant.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015) Penalty, see § [97.99](#)

§ 97.14 CITY-SPONSORED EVENTS.

City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § [97.11](#) as is reasonably necessary for operation of event.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015)

RESOLUTION NO. 2023-761
(Park Rules Suspension for Parkerfest 2023)

A RESOLUTION SUSPENDING CERTAIN PARK RULES APPLICABLE TO THE PRESERVE, A CITY PARK, PURSUANT TO SECTIONS 97.11 AND 97.14 OF THE PARKER CODE OF ORDINANCES FOR PARKERFEST 2023 ON SUNDAY, OCTOBER 29, 2023, FROM 12:00 P.M. TO 8:00 P.M., UPON SATISFYING CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, P&R has requested that they be allowed to have vendors at the event to sell food, drink, confections, merchandise, and/or services at Parkerfest; and

WHEREAS, P&R has also requested that a live band be allowed to play amplified music at the event; and

WHEREAS, Section 97.11(A) of the Parker Code of Ordinances states, in part, that the following activities are unlawful in the limits of a City park:

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... (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device...

... (11) To sell or offer for sale any food, drinks, confections, merchandise, or services...

... (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time...

... (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involved more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period...

(23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons, ... [and]

(24) To use or operate mechanical or amplified music, sound or voice.”

WHEREAS, pursuant to Section 97.11(B) of the Parker Code of Ordinances, the City may approve in advance the waiver of park rules for good cause; and

WHEREAS, Section 97.14 of the Parker Code of Ordinances states that “City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § 97.11 as is reasonably necessary for operation of the event”; and

WHEREAS, the City Council deems it in the public interest and that good cause has been shown to waive the seven rules specified above for and during Parkerfest on Sunday, October 29, 2023, so long as certain conditions are met.

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

Section 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

Section 2. Subject to the following conditions, Sections 97.11(A)(1), (10), (11), (19), (22), (23) and (24) are hereby waived for Parkerfest 2023, on Sunday, October 29, 2023, from 12:00 p.m. to 8:00 p.m., to be held at the Preserve, located at 5700 E. Parker Road, Parker, Texas 75002:

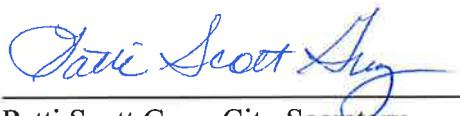
1. The Parks & Recreation Commission shall be responsible for rental of any booth or space necessary by vendors.
2. Vendors at the event shall abide by all laws, resolutions, rules, and regulations, and shall be responsible to obtain any temporary license(s) and permit(s) necessary for the selling of their respective items, including but not limited to, alcoholic beverages.
3. Any vendor must agree to indemnify the City of Parker against any liability incident to the selling of their respective products at Parkerfest 2023.

Section 3. This Resolution shall be effective upon passage and approval.

DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 19TH DAY OF SEPTEMBER 2023.



ATTEST:

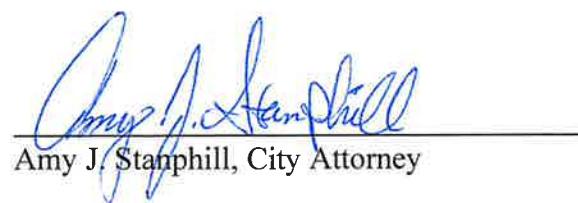


Patti Scott Grey, City Secretary



Lee Pettle, Mayor

APPROVED AS TO LEGAL FORM:



Amy J. Stanphill, City Attorney

§ 97.11 UNLAWFUL ACTS.

(A) Within the limits of any city park, or designated city open space, it shall be unlawful for any person to do any of the acts hereinafter specified, except as may be otherwise provided:

- (1) No motorized vehicles, except for wheelchairs for the disabled, are allowed in any park, trail, or sidewalk, except within designated parking areas.
- (2) To damage, move, alter, cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, equipment, or other structure, apparatus or property, or to pluck, pull up, cut, take, or remove any shrub, bush, plant or flower, or to mark or write upon, paint, or deface in any manner, any building, monument, fence, bench, equipment or other structure;
- (3) To cut or remove any wood, turf, grass, soil, rock, sand, gravel, or fertilizer;
- (4) To make or kindle a fire except in picnic stoves, braziers, fire pits, or designated areas provided for that purpose;
- (5) To place, abandon, or leave garbage, cans, bottles, papers, or other refuse in any park except in proper waste receptacles;
- (6) To participate or engage in any activity in any park area when such activity will create a danger to the public or may be considered a public nuisance;
- (7) To camp overnight, without written permission of the City Administrator or Mayor;
- (8) To possess or consume any alcoholic beverage;
- (9) To disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition;
- (10) To distribute, post, place, or erect any advertising, handbill, circular, bill, notice, paper, or other advertising device;
- (11) To sell or offer for sale any food, drinks, confections, merchandise, or services.
- (12) To place or dump any trash, refuse, solid waste, grass clippings, leaves, or other objectionable or unsightly matter in any park; and/or
- (13) To conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the City Administrator or Mayor or which conflicts with a scheduled activity or event authorized by the City Administrator or Mayor.
- (14) To carry a firearm, except those persons who are peace officers or are duly licensed by the State of Texas to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun License Laws, as amended.

- (15) To discharge firearms, fireworks, BB guns, air guns, bow and arrow, sling shots, blow guns, rockets, or paint ball guns.
- (16) To swim, bathe, wade in or pollute the water of any fountain, pond, lake or stream.
- (17) To remain, stay or loiter in the area of the park between the hours of 11:00 p.m. and 5:00 a.m. inclusive, every day of the week.
- (18) To enter into/onto the wooden structure in the Preserve known as the "Barn," including its loft, stairs, roof; and/or all other structures or areas as restricted by signage.
- (19) To park or operate any truck-tractor, trailer, semitrailer, pole-trailer in a park facility parking lot at any time.
- (20) For the owner or person with possession or custody of a domestic animal to allow the animal to defecate in the park without immediate removal and disposal of such feces in proper waste receptacles.
- (21) To discard, abandon, litter, or break any glass container. No glass beverage containers are permitted in the park.
- (22) To advertise, solicit, and/or conduct a business in the park in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park, or involves more than 2 representatives of the business, or which occurs for more than 1 hour in any 3-day period.
- (23) To use or operate any gas operated remote controlled airplanes; boat, car, drone or other motorized, model device, including radio-controlled devices such as helicopters; parasail, hang glider or hot air balloons, in any manner that either creates a disturbance to other park guests, or displaces other park guests in the park.
- (24) To use or operate mechanical or amplified music, sound or voice.

(B) One or more of the rules above may be waived for good cause, in advance, by the city, upon written request by an applicant.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015) Penalty, see § [97.99](#)

§ 97.14 CITY-SPONSORED EVENTS.

City sponsored events or use of park facilities may be exempt from all or a portion of the provisions of § [97.11](#) as is reasonably necessary for operation of event.

(Ord. 608, passed 2-27-2007; Am. Ord. 722, passed 1-20-2015)



Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for Police Chief Kenneth Price
Estimated Cost:		Date Prepared:	October 6, 2023
Exhibits:	1. Proposed Resolution 2. Proposed Interlocal Police Dispatch Services Agreement 3. Resolution No. 2017—548 4. Resolution No.2015-473 5. Motorola Service Agreement		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-764 APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES.

SUMMARY

In 2015 the City of Parker and the City of Murphy entered into an annual automatic renewal contract for dispatch services which expired September 30, 2021, but the parties continued to operate under the terms and conditions thereof. The Parker Police Department is pleased with the level of service provided by the City of Murphy. As discussed during the budget process the City of Parker was notified of a 5% increase in the cost of these provided services for the first year. The Parker Police Department has determined this increase to be within the scope of the agreement. The fee charged for services October 1, 2023, through September 30, 2024 will be \$31,200.00. The proposed agreement is for a term of 1 year with five (5) one-year auto renewals through September 30, 2029. The agreement provides for a 5% increase with each renewal. There is a 90-day termination without cause provision. If the agreement is terminated during a prepaid period, Murphy will refund Parker any prorated amount paid.

POSSIBLE ACTION

Approve the Resolution or Reject the proposed Resolution.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Kenneth Price</i>	Date:	10/06/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	09/XX/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	09/XX/2023

CITY OF PARKER
RESOLUTION NO. 2023-764
(Police Dispatch Services)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF
PARKER FOR POLICE DISPATCH SERVICES; PROVIDING
REPLEAER.**

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the public; and

WHEREAS, The City of Parker and the City of Murphy have previously contracted for Murphy's provision of dispatch services; and

WHEREAS, The Parker Police Department is pleased with the level of service provided by the City of Murphy and would like to continue the relationship by entering into the Interlocal Agreement ("Agreement") attached hereto as Exhibit A and incorporated herein with terms effective October 1, 2023, for a term of one year with five automatic annual renewals through September 30, 2029, subject to termination provisions; and

WHEREAS, The annual fee for service shall be \$31,200.00 the first year of the agreement with a 5% increase for each annual renewal.

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

SECTION 1. The recitals contained in the preamble of this Resolution are incorporated into the body of this Resolution as if set out fully herein.

SECTION 2. The terms and conditions of the Agreement set forth in Exhibit A are approved.

SECTION 3. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS, THIS 17TH DAY OF OCTOBER 2023.**

PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

Proposed

RESOLUTION NO. 23-R-1074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

WHEREAS, the cities of Murphy and Parker ("Cities") entered into an Interlocal Police Dispatch Services Agreement in 2015, which was renewed but has now expired;

WHEREAS, the Cities wish to continue this arrangement and to enter into a new Interlocal Police Dispatch Services Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Murphy City Council finds that the terms thereof are in the best interests of the City and should be approved;

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

SECTION 1. The terms of the Agreement are 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 Murphy.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, 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 PASSED AND APPROVED by the City Council of the City of Murphy, Texas on this the 3rd day of October 2023.



ATTEST:

Kandi Jackson
Kandi Jackson, City Secretary
City of Murphy

APPROVED:


Scott Bradley, Mayor
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

for Reginald Edwards
Wm. Andrew Messer, City Attorney

INTERLOCAL POLICE DISPATCH SERVICES AGREEMENT

This Agreement is made between the CITY OF MURPHY, TEXAS, a municipal corporation (hereinafter referred to as "Murphy"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker").

RECITALS

1. The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof.
2. Murphy and Parker are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens.
3. Murphy, through the Murphy Police Department, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel. Parker desires to obtain dispatch services from Murphy at a fee. Therefore, Murphy and Parker, consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

1.01 ANNUAL TERM: The term of this Agreement is for a period of one (1) year, beginning on October 1, 2023, and ending on September 30, 2024, with an optional one (1) year automatic renewal for five (5) subsequent years, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Murphy or Parker, as set forth hereafter, this Agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2029.

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

II. OBLIGATIONS OF MURPHY

1.01 POLICE DISPATCH SERVICES: Murphy, via the Murphy Police Department (MPD) Operations Center, will provide normal and emergency telecommunicating services, to include normal computer aided dispatch (CAD) related records keeping to the Parker Police Department (PPD). Murphy agrees to provide 24/7/365 dispatch services to Parker in the same manner and under the same work schedule as such services are provided in the operation of MPD. Murphy makes no guarantees as to levels of service beyond its ability to provide services depending upon conditions and demand.

MPD will provide PPD standard and customized CAD reports every month, provided MPD can do so without incurring costs for report customizations or queries. Services shall include TLETS/NLETS services.

1.02 COMMUNICATIONS: The primary Public Safety Answering Point (PSAP) for Parker shall be MPD. All Parker residents will be able to speak with an MPD dispatcher as necessary and calls assessment and dispatching services will be provided. MPD will dispatch PPD on MPD primary channel along with MPD units.

III. OBLIGATIONS OF PARKER

3.01 COMMUNICATIONS: Parker shall utilize its own radio hardware. Parker shall ensure that all PPD radios will operate on the Plano, Allen, Wylie, Murphy (PAWM) system and in particular with the MPD radio system. Prior to MPD being able to provide dispatch services to PPD, other members of the PAWM radio system would have to agree.

3.02 AGREEMENTS WITH OTHER ENTITIES: Parker shall be responsible for maintaining a current Interlocal Agreement with Plano Radio during the terms of this Agreement. Any fee payments associated with agreements between Parker and other entities for dispatch services, such as Plano Radio, will remain the sole responsibility of Parker.

IV. NONEXCLUSIVITY OF SERVICE

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

V. FEES

5.01 DISPATCH SERVICE CHARGES FOR ANNUAL TERM: The dispatch service charges in the amount of \$31,200.00 for the first year shall be paid by Parker to Murphy by October 31, 2023. The dispatch service charge for subsequent years may be increased by up to 5% per year above the prior year charge. If dispatch service charges increase, Murphy shall provide Parker written notice of the increase 90 days before the increase will be effective on September 1 of each year.

5.02 PAYMENT UPON EARLY TERMINATION: If this Agreement is terminated prior to the conclusion of a term for which payment has been made pursuant to Sections 5.01 of

this Agreement, Murphy shall refund a prorated amount to Parker for the months remaining in the term.

5.03 SOURCE OF PAYMENT: Parker agrees dispatch services payments required under this Agreement shall be made out of Parker's current revenues.

5.04 PAYMENTS DUE: Parker agrees to pay Murphy the Annual Fees under Section 5.01 by October 31 of each fiscal year for the duration of this agreement.

VI. RELEASE AND HOLD HARMLESS

EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

VII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers or functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VIII. AMENDMENT

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

IX. VENUE

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

X. NOTICES

10.01 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.

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

- (A) City of Murphy:
City Manager
206 North Murphy Road
Murphy, Texas 75094
- (B) City of Parker
Police Chief
5700 East Parker Road
Parker, Texas 75002

XI. CAPTIONS

The section headings in this Agreement have been inserted for reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

XII. COUNTERPARTS

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

XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party ninety (90) days written notice.

XIV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

XV. 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.

XVI. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

Murphy and Parker have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

XVII. PRIOR AGREEMENTS SUPERSEDED

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

EXECUTED on the dates indicated below:

City of Murphy, Texas

BY: 

NAME & TITLE: Scott Bradley, Mayor

DATE: October 3, 2023

City of Parker, Texas

BY: _____

NAME & TITLE: _____

DATE: _____, 2023

See Resolution No. 2015-473 for contract.

Exp. 09/30/2021

CITY OF PARKER

RESOLUTION NO. 2017-548
(Police Dispatch Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the public; and

WHEREAS, In 2015 the City of Parker and the City of Murphy entered into an annual automatic renewal contract for dispatch services which will end September 30, 2021; and,

WHEREAS, The Parker Police Department is pleased with the level of service provided by the City of Murphy and would like to renew said contract for fiscal year 2017-2018; and,

WHEREAS, The Parker Police Department has determined that the proposed 5% increase in fees to be within the scope of the original contract.

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

Section 1. Automatic renewal of the contract's terms is approved.

Section 2. The fee of \$26,250.00 for services October 1, 2017 through September 30, 2018 is approved.

Section 3. The Mayor is authorized to execute any and all necessary documents to effectuate the renewal of the contract.

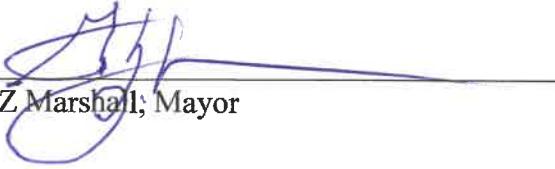
Section 4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 5th day of September, 2017.



Resolution No. 2017-548
(Police Dispatch Services)

CITY OF PARKER:

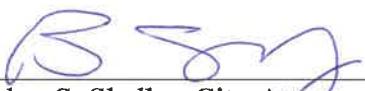


ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Brandon S. Shelby, City Attorney

From: Patti Grey
To: [Richard Brooks](#)
Subject: RE: Future PD Item(s) - double checking
Date: Friday, September 07, 2018 9:26:00 AM

Sounds great! Thank you for helping me get this item taken care of.

Patti

From: Richard Brooks
Sent: Friday, September 07, 2018 9:15 AM
To: Patti Grey <PGrey@parkertexas.us>
Subject: RE: Future PD Item(s) - double checking

I agree and thanks for your organization skills!!

Richard D. Brooks

Chief of Police
Parker Police Department

5700 E. Parker Road
Parker, Texas 75002
972-442-0333 (Office)
972-429-7013 (Fax)



From: Patti Grey
Sent: Friday, September 7, 2018 8:57 AM
To: Richard Brooks <RBrooks@parkertexas.us>
Subject: FW: Future PD Item(s) - double checking
Importance: High

Please see City Attorney Shelby's comment below. So, I guess I will removed this item from the agenda? If you agree, I will keep a copy of City Attorney Shelby's email with last year's agreement to help remind me. Let me know your thoughts?

Patti

From: Brandon Shelby <BShelby@shelbylawpllc.com>
Sent: Thursday, September 06, 2018 4:42 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: Re: Future PD Item(s) - double checking

If it renews automatically and there is no change in terms then we don't have to take any action.

Sent from my iPhone

On Sep 6, 2018, at 4:34 PM, Patti Grey <PGrey@parkertexas.us> wrote:

Brandon, I see where you read this message, but I don't see a response . . maybe I missed. Let me know . .

Patti

From: Patti Grey
Sent: Tuesday, August 28, 2018 1:19 PM
To: B Shelby <BShelby@shelbylawpllc.com>
Cc: Richard Brooks <RBrooks@parkertexas.us>
Subject: FW: Future PD Item(s) - double checking
Importance: High

Brandon,

Chief wanted me to double check with you. Chief has not received a notice regarding an increase. With the automatic renewal, do we need to have an agenda item for the 2018-2019 fee approval or are we good? Please advise.

Patti

From: Richard Brooks
Sent: Tuesday, August 28, 2018 1:06 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: RE: Future PD Item(s) - double checking

Yes

Richard D. Brooks

Chief of Police
Parker Police Department

5700 E. Parker Road
Parker, Texas 75002
972-442-0333 (Office)
972-429-7013 (Fax)

<image001.jpg>

From: Patti Grey
Sent: Tuesday, August 28, 2018 1:06 PM
To: Richard Brooks <RBrooks@parkertexas.us>
Subject: RE: Future PD Item(s) - double checking
Importance: High

So, if I'm understanding. We need to have this on the 9/18 agenda to renew the same increase for another year, correct?

Patti

From: Richard Brooks
Sent: Tuesday, August 28, 2018 1:00 PM
To: Patti Grey <PGrey@parkertexas.us>
Subject: RE: Future PD Item(s) - double checking

I have not been notified of an increase. Let's go with the same fee for the next year.

Thanks,

Richard D. Brooks
 Chief of Police
Parker Police Department
 5700 E. Parker Road
 Parker, Texas 75002
 972-442-0333 (Office)
 972-429-7013 (Fax)
 <image001.jpg>

From: Patti Grey
Sent: Tuesday, August 28, 2018 12:43 PM
To: Richard Brooks <RBrooks@parkertexas.us>
Subject: Future PD Item(s) - double checking
Importance: High

PD Dispatch Service – Just double checking to make sure Section 3. The fee doesn't have to be approved each year, since it says Oct 1, 2017 through September 30, 2018. Let me know . . . Thanks!

Future Agenda Item

September	PD Dispatch Service - Murphy - Auto Term. 09/30/2021	Res 2017-548; Res2015-473 (Automatic Renewal Yrly-9/30/2021) p.3-4
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Patti

<0905 Res2017-548 Police Dispatch Services w-note and Exp. 09302021.pdf>

RESOLUTION NO. 2015-473
(Police Dispatch Services)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE CITY OF MURPHY AND THE CITY OF PARKER PROVIDING FOR POLICE DISPATCH SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS Chapter 791 of the Texas Government Code provides that local governments may contract in order to increase the efficiency and effectiveness of the delivery of services to the general public, and

WHEREAS, the Parker City Council has reviewed an interlocal cooperation agreement by and between the City of Parker and the City of Murphy, entitled "Interlocal Police Dispatch Services Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the Parker City Council finds that the terms thereof are in the best interests of the City and should be approved;

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

SECTION 1. The terms of the Agreement are 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. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, 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 PASSED AND APPROVED by the City Council of the City of Parker, Texas on this the 7 th day of April, 2015.



By:

CITY OF PARKER

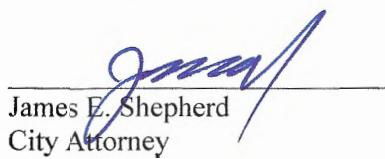

Z Marshall
Mayor

ATTEST:



Carrie L. Smith
City Secretary

APPROVED AS TO FORM:



James E. Shepherd
City Attorney

INTERLOCAL POLICE DISPATCH SERVICES AGREEMENT

This Agreement is made between the CITY OF MURPHY, TEXAS, a municipal corporation (hereinafter referred to as "Murphy"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker").

RECITALS

1. The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof.
2. Murphy and Parker are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens.
3. Murphy, through the Murphy Police Department, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel. Parker desires to obtain dispatch services from Murphy at a fee. Therefore, Murphy and Parker, consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

1.01 PRORATED TERM: Initially, this Agreement will have a "prorated term" beginning on the first day of the month subsequent to the date of the final signature on this Agreement.

The prorated term will then end on September 30, 2015, and thereafter, the regular term will begin as provided in 1.02 below.

1.02 ANNUAL TERM: The term of this Agreement is for a period of one (1) year, beginning on October 1, 2015, and ending on September 30, 2016, with an optional one (1) year automatic renewal for five (5) subsequent years, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Murphy or

Parker, as set forth hereafter, this Agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2021.

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

II. OBLIGATIONS OF MURPHY

2.01 POLICE DISPATCH SERVICES: Murphy, via the Murphy Police Department (MPD) Operations Center, will provide normal and emergency telecommunicating services, to include normal computer aided dispatch (CAD) related records keeping to the Parker Police Department (PPD). Murphy agrees to provide 24/7/365 dispatch services to Parker in the same manner and under the same work schedule as such services are provided in the operation of MPD. Murphy makes no guarantees as to levels of service beyond its ability to provide services depending upon conditions and demand.

MPD will provide PPD standard and customized CAD reports every month, provided MPD can do so without incurring costs for report customizations or queries. Services shall include TLETS/NLETS services.

2.02 COMMUNICATIONS: The primary Public Safety Answering Point (PSAP) for Parker shall be MPD. All Parker residents will be able to speak with an MPD dispatcher as necessary and calls assessment and dispatching services will be provided. MPD will dispatch PPD on MPD primary channel along with MPD units.

III. OBLIGATIONS OF PARKER

3.01 COMMUNICATIONS: Parker shall utilize its own radio hardware. Parker shall ensure that all PPD radios will operate on the Plano, Allen, Wylie, Murphy (PAWM) system and

in particular with the MPD radio system. Prior to MPD being able to provide dispatch services to PPD, other members of the PAWM radio system would have to agree.

3.02 AGREEMENTS WITH OTHER ENTITIES: Parker shall be responsible for maintaining a current Interlocal Agreement with Plano Radio during the terms of this Agreement. Any fee payments associated with agreements between Parker and other entities for dispatch services, such as Plano Radio, will remain the sole responsibility of Parker.

IV. NONEXCLUSIVITY OF SERVICE

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

V. FEES

5.01 DISPATCH SERVICE CHARGES FOR PRORATED TERM: Payment for the prorated term shall be made before the beginning of that term, as specified in Section 1.01 of this Agreement. The total payment due will be the total number of months in the prorated term multiplied by \$2,083.33.

5.02 DISPATCH SERVICE CHARGES FOR ANNUAL TERM: The dispatch service charges in the amount of \$25,000 for the first year shall be paid by Parker to Murphy by October 31, 2015. The dispatch service charge for subsequent years will be determined based on an analysis of Parker generated calls for the prior year. If dispatch service charges increase, Murphy shall provide Parker written notice of the increase by September 1 of each year.

5.03 PAYMENT UPON EARLY TERMINATION: If this Agreement is terminated prior to the conclusion of a term for which payment has been made pursuant to Sections 5.01 or 5.02 of this Agreement, Murphy shall refund a prorated amount to Parker for the months remaining in the term.

5.04 SOURCE OF PAYMENT: Parker agrees dispatch services payments required under this Agreement shall be made out of Parker's current revenues.

5.05 PAYMENTS DUE: Parker agrees to pay Murphy the Annual Fees under Section 5.02 by October 31 of each fiscal year for the duration of this agreement.

VI. RELEASE AND HOLD HARMLESS

EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

VII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available

against claims arising in the exercise of governmental powers or functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VIII. AMENDMENT

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

IX. VENUE

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

X. NOTICES

10.01 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.

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

- (A) City of Murphy:
City Manager
206 North Murphy Road
Murphy, Texas 75094
- (B) City of Parker City of Parker

Police Chief 5700 East Parker Road Parker, Texas 75002	City Administrator 5700 East Parker Road Parker, Texas 75002
--	--

XI. CAPTIONS

The section headings in this Agreement have been inserted for reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

XII. COUNTERPARTS

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

XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party ninety (90) days written notice.

XIV. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

XV. 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.

XVI. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

Murphy and Parker have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

XVII. PRIOR AGREEMENTS SUPERSEDED

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

EXECUTED on the dates indicated below:

City of Murphy, Texas

BY: E. Barna

Eric Barna, Mayor

DATE: 4/15/2015



City of Parker, Texas

BY: Z. Marshall

Z Marshall, Mayor

DATE: 4/21/2015





500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1290259
Contract Number: USC000262464
Contract Modifier:

Date: 06/03/2020

Company Name: PARKER POLICE DEPT

Attn:

Billing Address: 5700 E PARKER RD

City, State, Zip: PARKER , TX, 75002

Customer Contact: Richard Brooks

Phone: 972-442-0333

Required P.O. :

Customer # : 1012505121

Bill to Tag # :

Contract Start Date : 01-Feb-2021

Contract End Date : 31-Jan-2022

Anniversary Day : Jan 31st

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	LSV01S00020A	ASTRO ESSENTIAL SERVICE RENEWAL — DEVICE TECH SUPPORT — REPAIR AND RETURN	\$66.00	\$792.00
	LSV01S00143A	ASTRO ESSENTIAL SERVICE RENEWAL — DEVICE TECH SUPPORT — REPAIR AND RETURN	\$50.40	\$604.80
			Subtotal - Recurring Services	\$116.40
			Subtotal - One-Time Event Services	\$0.00
			Total	\$116.40
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.


AUTHORIZED CUSTOMER SIGNATURE


TITLE

1-27-21

DATE


CUSTOMER (PRINT NAME)


MAYOR

1-27-21



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1290259
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Contract Modifier:

<u>CMB</u>	CSM	1/27/2021
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)		PHONE

Company Name : PARKER POLICE DEPT
Contract Number : USC000262464
Contract Modifier :
Contract Start Date : 01-Feb-2021
Contract End Date : 31-Jan-2022



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SERVICE AGREEMENT

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Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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SERVICE AGREEMENT

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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SERVICE AGREEMENT

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Secretary
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared: October 6, 2023
Exhibits:	1. Proposed Resolution 2. Resolution No. 2023-735, passed and approved June 6, 2023	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-765 AMENDING AND RESTATING RESOLUTION NO. 2023-735 TO APPOINT A SECRETARY FOR THE WATER IMPACT FEE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.

SUMMARY

Council adopted Resolution No. 2023-735 appointing the Advisory Committee for the review of the water impact fee capital improvements and appointing Officers for same. This resolution is to amend and restate Resolution No. 2023-735 to appoint a Secretary for the Advisory Committee.

Public Works Director Machado has confirmed that P&Z Commission Secretary, Wei Wei Jeang, is willing to serve if Council so desires, or Council may nominate a different member of the Advisory Committee to serve as Secretary. Please review the information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/ xx /2023

RESOLUTION NO. 2023-765
(APPOINTING A SECRETARY TO THE CIAC FOR WATER IMPACT FEE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER AMENDING AND RESTATING RESOLUTION NO. 2023-735 TO ADD THE APPOINTMENT OF A SECRETARY OF THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE REGARDING THE DEVELOPMENT OF A WATER IMPACT FEE FOR THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, on June 6, 2023, the City Council of the City of Parker adopted Resolution No. 2023-735 appointing a capital improvements advisory committee, (the “Advisory Committee”) and appointing the chairman and vice-chairman as described therein; and

WHEREAS, the City Council desires to amend and restate Resolution No. 2023-735 to add the appointment of an Advisory Committee secretary.

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

SECTION 1. APPOINTMENTS:

The members of the Advisory Committee are appointed as follows:

- a. The five members of the Planning and Zoning Commission.
- b. A representative of the real estate, building or development industry:
JR Douglas
- c. A representative of the Parker extraterritorial jurisdiction:
Steve Sallman
- d. The chairman, the vice-chairman, and secretary of the Advisory Committee are:
Russel Wright, Joe Lozano, and _____ respectively.

SECTION 2. PURPOSES OF ADVISORY COMMITTEE

The advisory Committee serves in an advisory capacity to the City Council and is established to:

- a. Advise and assist the political subdivision in adopting land use assumptions;
- b. Review the capital improvements plan and file written comments;
- c. Monitor and evaluate implementation of the capital improvements plan;
- d. File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- e. Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

SECTION 3. PROCEDURAL RULES

The City Council adopts procedural rules for the Advisory Committee to follow in carrying out its duties as follows:

- a. The committee shall observe the same procedural rules as the Planning and Zoning Commission observes for its regular meetings.
- b. The committee agenda shall comply with the requirements of Chapter 395 on the subjects listed in Section 1 above.
- c. A quorum for a meeting is a majority of the appointed members.
(Example- 4 of 6 members constitutes a quorum)
- d. The City shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

DULY RESOLVED by the City Council of the City of Parker, Texas and effective on this the 17th day of October, 2023

APPROVED:
CITY OF PARKER

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

RESOLUTION NO. 2023-735
(APPOINTING ADVISORY COMMITTEE FOR WATER IMPACT FEE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPOINTING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE REGARDING THE DEVELOPMENT OF A WATER IMPACT FEE FOR THE CITY; DEFINING THE ROLE OF THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHERAS, the City of Parker has deliberated the attributes and conditions of imposing an impact fee for the municipal water system pursuant to the Texas Local Government Code Chapter 395; and

WHEREAS, the City Council desires to appoint a capital improvements advisory committee, (the “Advisory Committee”) to review and recommend required by Chapter 395, and

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

SECTION 1. APPOINTMENTS:

The members of the Advisory Committee are appointed as follows:

- a. The five members of the Planning and Zoning Commission.
- b. A representative of the real estate, building or development industry:
JR Douglas
- c. A representative of the Parker extraterritorial jurisdiction:
Steve Sallman
- d. The chairman and the vice-chairman of the Advisory Committee are:
Russel Wright and Joe Lozano, respectively.

SECTION 2. PURPOSES OF ADVISORY COMMITTEE

The advisory Committee serves in an advisory capacity to the City Council and is established to:

- a. Advise and assist the political subdivision in adopting land use assumptions;
- b. Review the capital improvements plan and file written comments;
- c. Monitor and evaluate implementation of the capital improvements plan;
- d. File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- e. Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

SECTION 3. PROCEDURAL RULES

The City Council adopts procedural rules for the Advisory Committee to follow in carrying out its duties as follows:

- a. The committee shall observe the same procedural rules as the Planning and Zoning Commission observes for its regular meetings.
- b. The committee agenda shall comply with the requirements of Chapter 395 on the subjects listed in Section 1 above.
- c. A quorum for a meeting is a majority of the appointed members.
(Example- 4 of 6 members constitutes a quorum)
- d. The City shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

DULY RESOLVED by the City Council of the City of Parker, Texas and effective on this the 6th day of June, 2023

APPROVED:
CITY OF PARKER





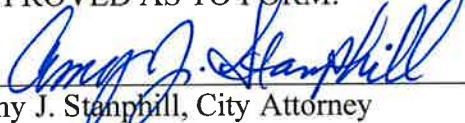
Mayor Lee Pettle

ATTEST:



City Secretary Patti Scott Grey

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	October 6, 2023
Exhibits:	1. Proposed Resolution 2. Resolution No. 2023-736 (Appointment of Municipal Officials) 3. Ordinance No. 381-95 4. Candidate Cass Robert Callaway Info	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-766, AMENDING AND RESTATING RESOLUTION NO. 2023-736 (COURT OFFICIALS) TO REPLACE THE MUNICIPAL COURT ALTERNATE JUDGE.

SUMMARY

Council adopted Resolution No. 2023-736 June 6, 2023, which reflects the most recent City of Parker, Court Official appointments. This Resolution is to amend and restate Resolution No. 2023-736 to appoint a new Alternate Municipal Judge Consistent with §31.03 of the City of Parker Code of Ordinances as the current Alternate Judge, Efren Ordonez, has notified the Court Clerk of his retirement.

This packet includes candidate information and a proposed agreement for the Alternate Municipal Court Judge services.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/06/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/ xx /2023

RESOLUTION NO. 2023-766
(Appointment of Alternate Municipal Judge)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, AMENDING AND RESTATING
RESOLUTION NO. 2023-736 ESTABLISHING TERMS OF OFFICE FOR
THE MUNICIPAL COURT JUDGE, MUNICIPAL COURT ALTERNATE
JUDGE, AND PROSECUTING ATTORNEY AND ALTERNATE
PROSECUTING ATTORNEY, AND MUNICIPAL COURT CLERK AND
APPOINTING INDIVIDUALS TO THOSE OFFICES; AUTHORIZING
EXECUTION OF RELATED AGREEMENTS AND DOCUMENTS; AND
PROVIDING REPEALER.

WHEREAS, the City Council of the City of Parker desires to establish uniformity in the appointment of its municipal court officials; and

WHEREAS, the City Council of the City of Parker has determined that two-year terms, coinciding with the terms of the mayor of Parker are appropriate; and

WHEREAS, the currently appointed Municipal Court Alternate Judge has decided to retire and appointment of a new Municipal Court Alternate Judge is required.

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

SECTION 1. The terms of office for municipal court officials, including municipal court judge, municipal court alternate judge, and city prosecutor, are to coincide with the two-year term of the mayor of Parker. The current term is May 2022 through May 2024. Persons appointed to municipal court office shall hold the office for the term appointed, and thereafter until either re-appointed or until a successor has been appointed by the city council, and qualified.

SECTION 2. For the current term ending on the municipal election date in May 2024, the following are appointed:

SECTION 3. The Mayor is hereby authorized to execute all necessary documents in connection with the agreement for Alternate Judge services on behalf of the City of Parker.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict

with the provisions of this Resolution shall remain in full force and effect.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 17th day of October, 2023.

APPROVED:
CITY OF PARKER

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

Proposed

RESOLUTION NO. 2023-736
(Appointment of Municipal Court Officials)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
 COLLIN COUNTY, TEXAS, ESTABLISHING TERMS OF OFFICE FOR
 THE MUNICIPAL COURT JUDGE, ALTERNATE COURT JUDGE, AND
 PROSECUTING ATTORNEY AND ALTERNATE PROSECUTING
 ATTORNEY, AND MUNICIPAL COURT CLERK AND APPOINTING
 INDIVIDUALS TO THOSE OFFICES.**

WHEREAS, the City Council of the City of Parker desires to establish uniformity in the appointment of its municipal court officials; and

WHEREAS, the City Council of the City of Parker has determined that two year terms, coinciding with the terms of the mayor of Parker are appropriate;

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

SECTION 1. The terms of office for municipal court officials, including municipal court judge, municipal court alternate judge, and city prosecutor, are to coincide with the two-year term of the mayor of Parker. The current term is May 2022 through May 2024. Persons appointed to municipal court office shall hold the office for the term appointed, and thereafter until either re-appointed or until a successor has been appointed by the city council, and qualified.

SECTION 2. For the current term ending on the municipal election date in May 2024, the following are appointed:

- a. Municipal court judge: Raymond D. Noah
- b. Municipal court alternate judge: Efren Ordóñez
- c. City prosecuting attorney: David Hill
- d. Alternate prosecuting attorney: Amy J. Stanphill
- e. Municipal Court Clerk: Lori Newton

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 6th day of June, 2023.



**APPROVED:
 CITY OF PARKER**

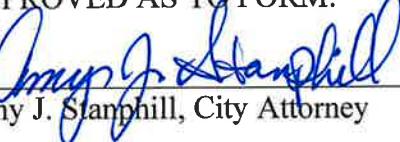

 Mayor Lee Pettle

ATTEST:



City Secretary Patti Scott Grey

APPROVED AS TO FORM:



Amy J. Stanphill, City Attorney

ORDINANCE NO. 381-95

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ESTABLISHING A MUNICIPAL COURT FOR THE CITY OF PARKER PURSUANT TO CHAPTER 29 OF THE GOVERNMENT CODE PROVIDING FOR JURISDICTION, APPOINTMENT OF MUNICIPAL JUDGE AND ALTERNATE JUDGE, TERM OF OFFICE AND COMPENSATION, AND PROVIDING FOR A COURT CLERK AND PROSECUTING ATTORNEY, AND PROVIDING FOR CONFLICTS AND SEVERABILITY.

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

SECTION 1. ESTABLISHMENT. The Parker City Council hereby establishes the Parker Municipal Court which shall be operated in accordance with the constitution and laws of the State of Texas.

SECTION 2. JURISDICTION.

(A) The municipal court has exclusive original jurisdiction within the territorial limits of the City of Parker in all criminal cases that:

- (1) arise under the ordinances of the City of Parker; and
- (2) are punishable only by a fine not to exceed:
 - (a) \$2,000 in all cases arising under the City's ordinances that govern fire safety, zoning, or public health and sanitation, including dumping of refuse; or
 - (b) \$500 in all other cases.

(B) The municipal court has concurrent jurisdiction with the justice court of a precinct in which the City of Parker is located in all criminal cases arising under state law that:

- (1) arise within the territorial limits of the City of Parker; and
- (2) are punishable only by a fine not to exceed \$500.

(C) The municipal court has jurisdiction in the forfeiture and final judgment of all bail bonds and personal bonds taken in criminal cases of which the court has jurisdiction.

SECTION 3. MUNICIPAL COURT JUDGE. The City Council shall appoint a legally qualified person as municipal court judge who shall serve a term concurrent with the term of the City's mayor. The Parker municipal court judge shall be compensated at a rate as established by the City Council by resolution from time to time.

SECTION 4. ALTERNATE MUNICIPAL COURT JUDGE. The City Council may appoint a legally qualified person as alternate municipal court judge who shall serve a term concurrent with the term of the City's mayor. The Parker alternate municipal court judge shall be compensated at the same rate as established by the City Council for the municipal court judge.

SECTION 5. COURT CLERK. The City's secretary shall serve as the municipal court clerk unless the City Council appoints a court clerk who shall qualify within the term provided by law. The term of the municipal court clerk shall be concurrent with the term of the Mayor.

SECTION 6. PROSECUTING ATTORNEY. The City's Attorney shall serve as the prosecuting attorney in the Parker municipal court, unless the City Council shall appoint another qualified attorney to be the prosecuting attorney of the Parker municipal court.

SECTION 7. CONFLICTS. All ordinances and provisions of the City of Parker, Texas, including but not limited to Ordinance No. 126, that are in conflict with this Ordinance shall be and the same are hereby repealed, and all ordinances and provisions of ordinances of said City not so repealed are hereby retained in full force and effect.

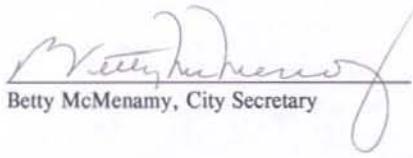
SECTION 8. SEVERABILITY. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be deemed severable and, should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Ordinance left standing.

DULY APPROVED AND PASSED by the City Council of the City of Parker, Collin County, Texas, this 14 day of March, 1995.

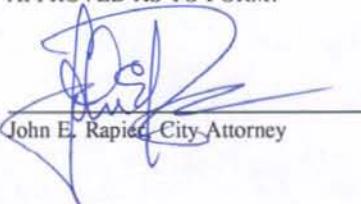
CITY OF PARKER

by: Jack Albritton
Jack Albritton, Mayor

ATTEST:


Betty McMenamy, City Secretary

APPROVED AS TO FORM:


John E. Rapier, City Attorney

Wednesday, August 30, 2023

Ms. Amy Stanphill

City Attorney
City of Parker
5700 East Parker Road
Parker, Texas 75002
astanphill@parker-texas.us

Re: Parker Municipal Court Associate Judgeship Letter of Interest

Ms. Stanphill,

Thank you for reaching me regarding the available municipal court associate judgeship for your court.

As you know, I am a 19-year licensed Texas attorney with comprehensive experience in municipal court. I have been a municipal judge for 14 years. I serve several cities, and absolutely love the work of being a municipal judge. For me, my judgeships aren't a side gig, or a part-time interest. I devote all my professional time, research, and work to municipal court judging.

My judicial philosophy is rooted in the following principles:

- Every defendant, from all walks of life, whether represented by an attorney or not, deserve to be treated with **respect, fairness** and with **justice** as the primary goal.
- **Educate. Educate. Educate.** When on the bench, it is fundamentally important to make sure the person before you understand what he/she is charged with, what their rights are and what their options are for disposition. No person should ever leave the court with questions unanswered or confused about what the court ordered them to do.
- All rules of evidence, discovery, and law should be strictly applied/followed.
- The use of **technology** and modern communication methods should be favored to promote a faster, more efficient docket and to promote a better experience for the defendants trying to access the court to handle their business.
- Applying a "let's get this done" work ethic, when serving defendants, attorneys, the prosecutors, and the court staff, should be a high priority to reduce the overall workload of the municipal court team.

I believe my judicial philosophy would match up well with your court team.

Because I have been practicing in municipal court for many years now, I have built strong relationships with the lawyers and judges who work in municipal courts. This network of municipal court practitioners is a great resource when it comes to innovating a court process or redoing a court form or learning the best way to accomplish some process. If joining your court, I would bring all of that goodwill and network with me.

I also have extensive criminal law experience as a prosecutor and defense attorney. With that experience, I am able to serve police departments (particularly the detectives in CID, the patrol officers seeking blood warrants, etc.) with a level of knowledge not typical of a municipal court judge. I also keep up with the court of appeals rulings on search and seizure issues, criminal law probable cause rulings, and other criminal law issues. Just recently a 2nd Court of Appeals case affecting blood draw warrants issued in May led me to re-write our blood search warrant template and to work with police departments to promulgate the updated version to all the officers.

Several years ago, I became a faculty member of the Texas Municipal Courts Education Center (TMCEC). Since then, I have been a frequent presenter, teaching topics such as preemption, commercial driver's license masking, ethics, and this year – trial procedure to judges and clerks all over Texas. This year, I had perfect attendance, presenting at all nine judge school trainings (Tyler, Austin, San Antonio, Galveston, Houston, Corpus Christi, Dallas, El Paso, San Angelo, and Houston) – teaching to over a thousand Texas judges. Ryan Turner (Executive Director) and Mark Goodner (General Counsel and Director of Education) can vouch for my hard work for their organization and passion for municipal court practice.

It would be an honor to serve Parker as an associate municipal judge. I look forward to hearing back from you.

My email address is **cass.callaway@gmail.com** and my cell number is **214-808-8958**.

Sincerely,



Judge Cass Robert Callaway

CASS ROBERT CALLAWAY

Post Office Box 570722, Dallas, Texas 75357-0722
214-808-8958 Cell/Text – cass.callaway@gmail.com

EDUCATION

Admitted to the Texas Bar, Supreme Court of Texas, November 2004 (19-year practicing attorney)

Texas Tech School of Law, Doctor of Jurisprudence, May 2004

University of Texas at Austin, Bachelor of Science Communications, December 1998

EXPERIENCE

Municipal Court Judge/Magistrate November 2010 – Present (11 years municipal court judge experience)

- Serve as part-time presiding municipal judge of the Murphy, Hutchins, Glenn Heights, Westworth Village, Westover Hills, and Mansfield municipal courts
- Serve as associate/alternate judge for Addison, Burleson, and Rowlett municipal courts
- Preside over criminal bench and jury trials, dangerous dog determinations, property hearings, animal cruelty determinations, juvenile magistration/interviews, jail bond hearings (15.17 hearings), 16.22 hearings/reviews (mental health)
- Proficient in INCODE and LT court software systems
- Magistrate jailed defendants, setting bail, emergency protective orders (EPO), setting bond conditions, and explaining requirements of jail release/promise to appear
- Review arrest and search warrant affidavits, draft and sign warrants
- Faculty/trainer presenter for the Texas Municipal Courts Education Center (TMCEC) teaching Texas municipal judges on legal issues (preemption, CDL enforcement, trial procedure, and ethics)
- Assist municipal court staff with docket control, court procedures, drafting standing orders, setting fines, and all other court procedure/process related tasks
- Proficient in conducting all court dockets, hearings and proceedings on Zoom including jury trials (presided over one of three Class C misdemeanor courts in the state to conduct a jury trial on Zoom from pretrial to a verdict), setting up Zoom dockets, ensuring security, etc.

Law Office of Cass Callaway

Dallas, Texas

Owner/Lawyer

February 2006-May 2020

- Defended people accused of Class C misdemeanors all the way up to first degree felonies in county and district courts throughout the North Texas area
- Litigated municipal court trials (over 100 jury trials) and (over 750 bench trials)
- Local counsel for civil expunction and nondisclosure law firm based in California – argued expunction and nondisclosure legal issues/hearings in county and district courts all across Texas
- Served as city attorney for Venus and Godley, Texas prosecuting in their municipal courts as well as serving the city councils as legal counsel for employee, land use, open meetings compliance, public information requests, and litigation

City of Fort Worth

Fort Worth, Texas

Prosecuting Attorney

January 2005-February 2006

- Represented the State of Texas and the City of Fort Worth in jury and bench trials (150+)
- Drafted motions, wrote legal memos, and prepare all required written materials for trial
- Interviewed witnesses and prepared them to testify in jury and bench trials

Law Office of Floyd Holder

Lubbock, Texas

Law Clerk/Legal Researcher

January 2003-May 2004

- Worked with defense team that represented a Texas Tech Medical School researcher who sparked a national terror scare over missing bubonic plague, a complex federal criminal case that involved wire and contract fraud, tax evasion, terrorism statutes, transporting hazardous substances and smuggling

University of Texas at Austin Conflict Resolution Center

Austin, Texas

Mediator

August-December 1998

- Mediated tenant, family, personnel and roommate conflicts in student run mediation center

LAW AND COURTROOM TRAINING/PROFESSIONAL MEMBERSHIPS

Texas Municipal Court Education Center (TMCEC) Faculty/Trainer/Curriculum Development, Municipal Judge School (Annually), Texas Municipal Courts Association Member, Criminal Trial College Practicum Graduate, Member of the Texas Bar, Member in Good Standing



MR. CASS ROBERT CALLAWAY

Eligible to Practice in Texas

LAW OFFICE OF CASS CALLAWAY

Bar Card Number: 24045601

TX License Date: 11/05/2004

Primary Practice Location: Fort Worth, Texas

PO Box 570722
Dallas, TX 75357-0722

Practice Areas: Criminal, Government/Administrative

Statutory Profile Last Certified On: 05/14/2021

PRACTICE INFORMATION

Firm: Law Office of Cass Callaway

Firm Size: Solo

Occupation: Private Law Practice

Practice Areas: Criminal, Government/Administrative

Services Provided:

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Not Specified

Fee Options Provided:

None Reported By Attorney

Please note: Not all payment options are available for all cases, and any payment arrangement must be agreed upon by the attorney and his/her client. The State Bar of Texas is not responsible for payment arrangements between an attorney and his/her client.

Foreign Language Assistance:

None Reported By Attorney

CONTACT INFORMATION

Tel: 214-360-9787

COURTS OF ADMITTANCE

Federal:

None Reported By Attorney

Other Courts:

None Reported By Attorney

Other States Licensed:

None Reported By Attorney

Please note: This information is self-reported by Texas attorneys. Current license or admittance status can only be certified by the appropriate court or licensing entity.

LAW SCHOOL***School******Degree earned***

Texas Tech University

Graduation Date 05/2004

PUBLIC DISCIPLINARY HISTORY**State Bar of Texas**

No Public Disciplinary History

Other States

None Reported By Attorney

Sanctions that indicate a judgment is on appeal are still in effect but are not final and subject to change. To request a copy of a disciplinary judgment that is not available online or for more information about a specific disciplinary sanction listed above, please contact the Office of the chief Disciplinary Counsel at (877) 953-5535.

The Texas Attorney Profile provides basic information about Attorneys licensed to practice in Texas. Attorney profile information is provided as a public service by the State Bar of Texas as outlined in Section 81.115 of the Texas Government Code. The information contained herein is provided "as is" with no warranty of any kind, express or implied. Neither the State Bar of Texas, nor its Board of Directors, nor any employee thereof may be held responsible for the accuracy of the data. Much of the information has been provided by the attorney and is required to be reviewed and updated by the attorney annually. The information noted with an asterisk (*) is provided by the State Bar of Texas. Access to this site is authorized for public use only. Any unauthorized use of this system is subject to both civil and criminal penalties. This does not constitute a certified lawyer referral service.

**PROFESSIONAL SERVICES AGREEMENT
FOR ALTERNATE MUNICIPAL COURT JUDGE
Parker Municipal Court**

THIS AGREEMENT is made and entered into on October 18, 2023, by and between the **City of Parker, Texas** ("City"), a Type-A general law city situated in Collin County, Texas, and **Cass Robert Callaway** ("Callaway").

WHEREAS, on **October 17, 2023**, the City Council of the City of Parker, Texas, approved **Resolution Number 23-_____**, in which the City Council appointed Cass Robert Callaway to serve as an alternate judge of the Parker Municipal Court and authorized the Mayor execute an agreement for professional services for an alternate judge with Cass Robert Callaway.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided herein, the foregoing premises agreed upon by the parties and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

I. EFFECTIVE DATE AND APPOINTMENT OF ALTERNATE JUDGE

A. The City does hereby appoint and contract for the services of Cass Robert Callaway to serve as an alternate municipal judge and magistrate for and under the laws of the State of Texas, for a term of two years pursuant to TEXAS GOVERNMENT CODE Section 29.005¹, beginning **October 18, 2023** and continuing through midnight **October 18, 2025**, with all powers, rights and duties of said appointment and as provided by ordinances of the City and subject to the terms and conditions herein. Provided however, said two-year term is subject to the City of Parker Code of Ordinances Section § 31.03 which provides that the City Council may appoint a legally qualified person as Alternate Municipal Court Judge, who shall serve a term concurrent with the term of the city's Mayor. This initial appointment is for the remainder of the Mayor's term to the May 2024 election. A reappointment ordinance will be presented to Council for all Municipal Officers in May 2024.

B. Callaway has been appointed in accordance with the ordinances of the City, upon approval of the City Council.

C. Callaway shall perform duties in compliance with the ordinances of the City, specifically but not limited to, Chapter 31: Municipal Court.

II. TERM AND TERMINATION

¹ TEXAS GOVERNMENT CODE Section Sec. 29.005. TERM OF OFFICE. The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired.

A. Callaway shall serve at the pleasure of the City Council and at such times as determined necessary by Callaway or by City for the proper administration of the Parker Municipal Court and for the provision of the services identified in this agreement. This agreement and Callaway's services may be terminated at any time by the City Council, in accordance with applicable state law. The services of Callaway shall be utilized by City on an as-needed basis.

B. If Callaway desires to terminate this agreement, he shall provide a minimum thirty (30) day notice to the City and ensure availability to cover any dockets that he is already scheduled to serve within such thirty (30) day period.

III. COMPENSATION OF ALTERNATE JUDGE

The City shall compensate Callaway as follows:

A. As compensation for all required services herein during the term of this agreement, the City agrees to pay to Callaway as follows:

\$600.00	Per Docket Covered
----------	--------------------

B. Callaway shall send an invoice to the **Parker Municipal Court, Court Administrator, 5700 East Parker Road, Parker, Texas 75002** and/or email to **Lori Newton, LNewton@parkertexas.us** once per month. The invoice shall indicate the type of service performed and the date of each service.

C. City shall pay Callaway once per month within thirty (30) days from the date the invoice is received by City.

D. Callaway will not be compensated for time spent attending state required training or for the cost of such training. And Callaway will not be reimbursed for professional licensure fees or occupation taxes.

E. Callaway shall be, always and for all purposes, considered an **independent contractor** of the City, as that term is defined by Texas legal authority, not an employee of the City. Callaway agrees that no property right shall be created by the execution of this agreement. Callaway shall be exclusively responsible for the payment of his own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees, or dues. Callaway shall not be eligible to participate in any benefit program provided by the City for its employees.

IV. DUTIES OF ALTERNATE JUDGE

A. During the duration of this agreement, Callaway shall, in the absence of the presiding judge, preside over the Parker Municipal Court and perform all the duties set forth below.

B. Callaway shall perform the functions and duties specified in the applicable sections of the ordinances of the City and shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time.

C. Callaway shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas (dockets, reviewing/signing judgments/orders, participating in court security committee activities, entering docket entries in court software/court files, setting fine amounts, and other duties bestowed upon a municipal judge). Callaway shall also perform all services and duties customarily performed by a magistrate in the State of Texas (juvenile confession magistration, animal cruelty hearings, stolen property hearings, 15.17 hearings, junked vehicle hearings, municipal code public nuisance abatement administrative warrants, premises/evidentiary search warrants, administering oaths, at-large arrest warrants, emergency protective orders, and other duties bestowed upon a municipal magistrate).

D. Callaway shall comply with all provisions of the TEXAS CODE OF JUDICIAL CONDUCT, the TEXAS RULES OF JUDICIAL ADMINISTRATION, the RULES OF JUDICIAL EDUCATION², the ordinances of the City, Chapter 29 of the TEXAS GOVERNMENT CODE, and all other applicable laws pertaining to the operations of the Parker Municipal Court, and duties as a magistrate. In the event of a conflict between the terms of this agreement and said codes, ordinance, statutes, or laws, the terms of said codes, ordinances, statutes, or laws shall govern.

E. Callaway shall timely perform all duties, without unnecessary delay or postponement.

F. Callaway is required to keep abreast of state law and local ordinances, including state-mandated fees for the Parker Municipal Court. Although a recognized function of judicial discretion, Callaway shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the rules adopted by the City and shall be uniform and consistent in the implementation of judicial policy in accordance with state law and local ordinances. Callaway shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.

² <https://www.txcourts.gov/media/1447901/rules-of-judicial-education.pdf>

G. Callaway shall be available for all duties according to the monthly schedule prepared by the presiding judge and court administrator, including after hours, weekends, and holidays.

H. Callaway shall complete an anti-bribery "Statement of Appointed Officer" per TEXAS CONSTITUTION Article XVI, Sec. 1(b) and swear to the "Oath of Office" as required by TEXAS CONSTITUTION Article XVI, Sec. 1(a) as soon as practicable after appointment.

V. CONSISTENT JUDICIAL ADMINISTRATION

A. The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, Callaway shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center ("TMCEC").

B. Callaway shall adhere to all standing orders and local rules of the court set by the presiding judge.

VI. ON CALL PROCEDURES

A. Callaway shall coordinate with the presiding judge and the court administrator to develop a schedule of "on call" dates for each month. Callaway shall then serve during the scheduled times as the "on call" judge/magistrate for the City and police department.

B. When "on call," Callaway must return calls/requests for service within fifteen (15) minutes.

C. It is the responsibility of Callaway to notify the court and the police department of current telephone numbers, email address, and location where Callaway may be reached while on "on call" duty if said number or location are different from any such numbers or location on file.

VII. MUNICIPAL COURT

A. Callaway, in the absence of the presiding judge, is responsible for signing court documents and orders, and shall do so when at the court. Callaway shall also be available to the court staff to sign documents remotely/virtually if requested.

B. Court dockets shall commence promptly for scheduled docket times on designated court dates. Callaway shall make every effort to take the bench and convene court dockets at the designated docket time.

VIII. GENERAL PROVISIONS

A. This agreement represents the entire and integrated agreement between the City and Callaway and supersedes all prior negotiations and representations and/or agreements either written or oral. This agreement may be amended only by written instrument signed by both the City and Callaway. Callaway further states that he has carefully read the foregoing agreement, understands the contents thereof and signs the same as Callaway's own free act.

B. This agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this agreement shall be in Collin County, Texas. This agreement is not assignable.

C. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. City shall, within thirty (30) days of this appointment, comply with TEXAS GOVERNMENT CODE Section 29.013(a), notifying the Texas Judicial Council of the appointment³.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date shown above.

CITY OF PARKER, TEXAS:

By: _____
Lee Pettle, Mayor

ATTEST:

By: _____
Patti Scott Grey, City Secretary

³ <https://www.tmcec.com/wp-content/uploads/2023/05/MunicipalCourtPersonnelForm.pdf>

APPROVED AS TO LEGAL FORM:

By: _____
Amy J. Stanphill, City Attorney

CALLAWAY:

Cass Robert Callaway
Post Office Box 570722
Dallas, Texas 75357-0722
cass.callaway@gmail.com



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Attorney Stanphill
Estimated Cost:	Date Prepared:	October 11, 2023
Exhibits:	<u>Proposed Ordinance</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 853 AMENDING ORDINANCE NO. 698 GRANTING AN EXCEPTION AND ALTERNATE COVERAGE FOR RETIREE BETTY MCMENAMY UNDER THE CONDITIONS SET FORTH HEREIN, PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

Please see attached proposed ordinance.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/ xx /2023

ORDINANCE NO. 2023-853
(Amendment to Ordinance No. 698, Alternative Coverage Retiree, McMenamy)

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
AMENDING ORDINANCE NO. 698 GRANTING AN EXCEPTION AND
ALTERNATE COVERAGE FOR RETIREE BETTY MCMENAMY UNDER
THE CONDITIONS SET FORTH HEREIN, PROVIDING A REPEALER
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 18, 2013, the City Council of the City of Parker, Collin County, Texas passed and approved Ordinance No. 698 offering health benefits coverage to qualified City retirees under the conditions set forth therein; and

WHEREAS, Ordinance No. 698 provides, among other things, for the provision of retiree coverage under the Texas Municipal League Group Benefits Risk Pool interlocal agreement, and

WHEREAS, Betty McMenamy (“Retiree”) retired from the City of Parker on February 28, 2006 and has been eligible under the above referenced coverage, but alternative coverage options have been evaluated and it has been determined that changing to an alternative plan, TAGCO Hartford/MET, for Retiree and her spouse during Retiree’s life would be mutually beneficial for Retiree and the City; and

WHEREAS, Retiree, through her duly authorized representative, has expressed desire to change her health benefits coverage to TAGCO Hartford/MET effective December 1, 2023.

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

Section 1. The preceding recitals are incorporated by reference into the body of this Ordinance as if fully set forth herein.

Section 2. The City Council hereby approves this Ordinance amending Ordinance No. 698 to allow Retiree and her spouse to be enrolled in TAGCO Hartford/MET from December 1, 2023, through the duration of Retiree’s life, unless earlier modified by an ordinance adopted by City Council.

Section 3. To the extent any provisions of Ordinance No. 698 are inconsistent with this Ordinance, they are repealed. The remaining portions are to remain in full force and effect.

Section 4. This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN
COUNTY, TEXAS, THIS 17TH DAY OF OCTOBER 2023.**

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Amy J. Stanphill, City Attorney

Proposed



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	October 10 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551

Police Vehicle

Capital Improvement Plan (CIP)

Newsletter

Website

Texas Commission on Environmental Quality (TCEQ)

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[September 2023 - Building Permit](#)

[September 2023 – Court Report](#)

[September 2023 – Republic Services Inc., dba Allied Waste Services of Plano](#)

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/XX/2023



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	October 11, 2023
Exhibits:	<u>None</u>	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$500)

Patrick and Alex Taylor donated snacks valued at \$20 to the Parker Police Department.

Kristi Pearl from Dublin Road Estates' National Night Out (NNO) event donated pizza, candy and baked goods valued at \$100 to City Staff.

Kristi Pearl from Dublin Road Estates' National Night Out (NNO) event donated \$100 each to Parker Fire and Police Departments.

Cyndi Daughtery donated food valued at \$20 to the Parker Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/ xx /2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/ xx /2023



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: October 11, 2023
Exhibits:	<u>Future Agenda Items</u>

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	10/12/2023
City Attorney:	<i>Amy J. Stanphill</i>	Date:	10/XX/2023 via Municode
City Administrator:	<i>Luke B. Olson</i>	Date:	10/XX/2023

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
2023			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	2nd Qtr 2023 0919 CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2023 1114 CC Agenda
	Council Committee Updates	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206; Postponed 2023 0718
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2022 1115, 2022 1209, & 2023 0912; 2023 1016
Oct. 19, 2023, 7PM	Water Impact Fee Capital Improvement Advisory Committee Meeting		2023 0824
Oct. 24, 2023, 6PM	Joint CC/P&Z Comprehensive Plan Mtg		
Tentatively - Nov. 14, 2023	Subdivision Regs	Mayor	Added 2023 0809; 2023 0830
Tentatively - Nov. 14, 2023	Southridge/Ravensthorpe gate		2023 0830
Tentatively - Nov. 14, 2023	Newsletter - update resolution??		
Tentatively - Nov. 14, 2023	Collin County Appraisal District Board Ballot Vote	C'Sec	Deadline 2023 1214 - Return to Chief Appraiser
Tentatively - Nov. 14, 2023	Rotate Deputy City Clerk Annually - Nov. 2023	Council	2022 1115 - Ord. No. 831 - Deputy City Clerk - rotate annually - checking
Tentatively - Nov. 14, 2023	Boards, Commissions, etc., annual appointments		
Tentatively - Nov. 14, 2023	Investment Policy - Possible update Nov/Dec		F/HR Savage - There may be an item for update 23-34 FY
Tentatively - Nov. 14, 2023	TCAP Update		
Tentatively - Nov. 14, 2023	Enterprise Fleet Management Update		
Tentatively - Nov. 14, 2023	CIP discusses/actions	Mayor	
Tentatively - Dec. 5, 2023	Parker Ranch Phas 5		
Tentatively - Dec. 5, 2023	Holiday Cancelations		
Tentatively - 2023	Boards & Commissions - Attendance Policy Review	Mayor	2023 0725; Added at 2022 1115 CC Meeting
Tentatively - 2023	Planning Session	Mayor	Rescheduled

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
Tentatively - 2023	Public Safety Appt.	Mayor	2023 0613 - CA AS - Waiting on Ord. Amendment
Tentatively - 2023	Goal Setting Council Workshop	Mayor	2023 0503
Tentatively - 2023	Review Franchise Agreements	Mayor	Added 2023 0621
Tentatively - 2023	Plat Submiss Process	Mayor	Added 2023 0809 - Make sure 9/5 takes care of everything
Tentatively - 2023	Agenda Submiss Process	Mayor	Added 2023 0809
Tentatively - 2023	Presentation Submiss Process	Mayor	Added 2023 0809 - Make sure 9/5 takes care of everything
Tentatively - 2023	Required Elected Officials Training	Mayor	Added 2023 0809
Tentatively - 2023	Water Impact		
Tentatively - 2023	Water Master Plan	Mayor	Added 2023 0809
Tentatively - 2023	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due