



AGENDA
CITY COUNCIL REGULAR MEETING
MARCH 02, 2021 @ 7:00 PM

IMMEDIATELY FOLLOWING THE PRESENTATION

7:00 P.M. – 7:15 P.M.

SOFTWARE PRESENTATION

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, March 02, 2021 at 7:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

The Council meeting will be open to the public and live streamed. The City of Parker will provide disposable face masks and hand sanitizer. If you feel uncomfortable attending the meeting in person, please send public comments to the City Secretary at PGrey@parkertexas.us prior to 3:00 PM the day of the meeting.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

- i. PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, MARCH 10, 2021, 6 PM -Virtual Only
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, MARCH 17, 2021, 6 PM - In-Person and Virtual
- THURSDAY, APRIL 1, 2021 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 1, 2021 GENERAL ELECTION
- REMINDER – May 1, 2021 – General Election (EV and ED Info)
- Monday, April 19 - Friday, April 23, 8:00am - 5:00pm
- Saturday, April 24, 8:00am - 5:00pm
- Monday, April 26 thru Tuesday, April 27, 7:00am - 7:00pm
- Saturday, May 1, 7:00am - 7:00pm
- PROJECTED 2021 TAX RATE PLANNING CALENDAR

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 FEBRUARY 2, 2021. [SCOTT GREY]
- [2.](#) INVESTMENT QUARTERLY REPORT. [SAVAGE]
- [3.](#) REPUBLIC WASTE JANUARY REPORT. [BERNAS]
- [4.](#) DEPARTMENT REPORTS - BUILDING (JAN), COURT (JAN), FINANCE (monthly financials) (JAN), FIRE (4TH QTR), POLICE (JAN) AND WEBSITE (JAN)

INDIVIDUAL CONSIDERATION ITEMS

- [5.](#) DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION DONATION OF A FREE PUBLIC LIBRARY. [TURRENTINE/ULTEIG]
- [6.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2020 RACIAL PROFILING AND ANNUAL REPORT(S). [BROOKS]
- [7.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-659 REGARDING THE WYLIE JAIL SERVICES INTERLOCAL AGREEMENT. [BROOKS]
- [8.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-660 REGARDING THE ELECTRONIC WARRANT PAYMENT PROGRAM (allpaid). [BROOKS]

ROUTINE ITEMS

[9.](#) FUTURE AGENDA ITEMS

UPDATE(S):

EMERGENCY COMMUNICATION COMMITTEE [ABRAHAM]

EVERBRIDGE [OLSON/ABRAHAM]

WINTER STORM [OLSON]

ACCEPTANCE OF FOOD DONATION(S) FOR POLICE, FIRE, AND CITY STAFF DUE TO COVID-19 FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

2021 0204 Jerry Dorough donated \$100.00 cash to the Parker Fire Department

2021 0225 Scott Jeffries and Andera Petro donated \$500 to the Parker Fire and Police Departments in memory of Charles Petro, former Chief of Police Lakewood, Ohio.

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

10. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

- c. 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).

ADJOURN

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

I certify that this Notice of Meeting was posted on or before February 26, 2021 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

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: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: January 18, 2021
Exhibits:	<ul style="list-style-type: none"> • Parks and Recreation Commission (P&R) Tentative 2021 Calendar • Comprehensive Plan (COMP) Committee Tentative 2021 Calendar • Projected 2021 Tax Rate Planning Calendar

AGENDA SUBJECT

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, MARCH 10, 2021, 6 PM - Virtual Only
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, MARCH 17, 2021, 6 PM - In-Person and Virtual
- THURSDAY, APRIL 1, 2021 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 1, 2021 GENERAL ELECTION
- REMINDER – May 1, 2021 – General Election (EV and ED Info)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 18	Apr 19 Early Voting 8am to 5pm	Apr 20 Early Voting 8am to 5pm	Apr 21 Early Voting 8am to 5pm	Apr 22 Early Voting 8am to 5pm	Apr. 23 Early Voting 8am to 5pm	Apr. 24 Early Voting 8am to 5pm
Apr 25	Apr 26 Early Voting 7am to 7pm	Apr 27 Early Voting 7am to 7pm	Apr 28	Apr 29	Apr 30	May 1 Election Day 7am to 7pm

- PROJECTED 2021 TAX RATE PLANNING CALENDAR

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:	02/25/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021



2021

P&R – 2nd Wednesday, 6 PM

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 9, 2021

July 14, 2021

August 11, 2021

September 8, 2021

October 13, 2021

November 10, 2021

December 8, 2021

JANUARY

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MARCH

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2021

Tentative

COMP Committee – 3RD Wednesday, 6 PM

January 20, 2021

February 17, 2021

March 17, 2021

April 21, 2021 – May conflict with early voting

May 19, 2021

June 16, 2021

July 21, 2021

August 18, 2021

September 15, 2021

October 20, 2021– May conflict with early voting

November 17, 2021

December 15, 2021

JANUARY

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FEBRUARY

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MARCH

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SEPTEMBER

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NOVEMBER

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DECEMBER

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Comprehensive Plan (COMP) Committee

Draft

CITY OF PARKER

2021 PLANNING CALENDAR



April - May	Mailing of "Notices of Appraised Value" by Chief Appraiser.
April 30	The Chief Appraiser prepares and certifies to the Tax Assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15	Deadline for submitting Appraisal Records to ARB.
July 20	Deadline for ARB to approve Appraisal Records.
July 25	Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.
Aug	Certification of anticipated collection rate by collector.
July 25 - Aug.	Calculation of Effective and Rollback Tax Rates.
July 25 - Aug.	Submission of Effective and Rollback Tax Rates to governing body from the Tax Office.
July 30, 2021	72 Hour Notice for Meeting (Open Meetings Notice).
August 3, 2021	Meeting of Governing Body to Discuss Tax Rates. If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule two Public Hearings.
August 9, 2021	Publish the " Notice of 2021 Property Tax Rates " by September 1. Notice must be published at least seven (7) days before first Public Hearing. Notice must also be posted on the municipality's website.
August 13, 2021	72 Hour Notice for First Public Hearing (Open Meetings Notice).
August 17, 2021	First Public Hearing At least 7 days after publication of " Notice of 2021 Property Tax Rates. "
August 27, 2021	72 Hour Notice for Second Public Hearing (Open Meetings Notice).
August 31, 2021	Second Public Hearing May not be earlier than 3 days after first Public Hearing. Schedule and announce meeting to adopt tax rate three to fourteen (3 - 14) days from this date.
September 3, 2021	72 Hour Notice for Meeting at which Governing Body will Adopt Tax Rate (Open Meetings Notice).
September 7, 2021	Meeting to Adopt 2021 Tax Rate. Meeting to adopt must be <u>no later than September 23, 2021</u> . Schedule meeting three to fourteen (3 to 14) days <u>after</u> second Public Hearing.
Noon on September 23	Deadline to submit the Tax Rate Ordinance to the Collin County Tax Office.

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

**Please provide a copy of the Ordinance adopting the 2021 Tax Rate to the Tax Office by
Noon on September 23, 2021.**



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: January 19, 2021
Exhibits:	<ul style="list-style-type: none"> Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR FEBRUARY 2, 2021. [SCOTT GREY]

SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at PGrey@parkertexas.us 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:	02/25/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021



MINUTES
CITY COUNCIL MEETING
FEBRUARY 2, 2021

The Council meeting was open to the public and live streamed. The City of Parker provided disposable face masks and hand sanitizer. Citizens were told, if they felt uncomfortable attending the meeting in person, they should send public comments to the City Secretary at PGrey@parkertexas.us prior to 3:00 PM the day of the meeting.

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 Pettie called the meeting to order at 7:00 p.m. Mayor Pro Tem Ed Standridge and Councilmembers Diana M. Abraham, Terry Lynch, Cindy Meyer, and Michael Slaughter were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage, City Attorney Brandon Shelby, Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Terry Lynch led the pledge.

TEXAS PLEDGE: Councilmember Michael Slaughter 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.

Joe Cordina, 4302 Boulder Drive, urged the Mayor and Council not to lose sight of the citizens advisory committee. The committee is starting to gather information for the new facility that could be very helpful. They plan on looking at similar size cities. Mr. Cordina stated with approximately one presentation a month, the process could take ten (10) months. Mr. Cordina indicated his information will help the City make the right decision and waste less time. He encouraged Council not to lose another opportunity, place the item on the Future Agenda Items for an agenda soon before all is forgotten.

ITEMS OF COMMUNITY INTEREST

Mayor Pettie reviewed the “Items of Community Interest”, as following:

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, FEBRUARY 10, 2021, 6 PM -Virtual Only

The Mayor stated the (P&R) Commission meeting would be virtual and the access code is at the top of the agenda for that meeting on the City’s website at www.parkertexas.us when that agenda becomes available.

- CITY FILING DEADLINE – FRIDAY, FEBRUARY 12, 2021, 5:00 PM

Mayor Pettle noted the filing deadline for the May 1, 2021 Municipal Election is next week, Friday, February 12, 2021, 5:00 PM.

- **COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, FEBRUARY 17, 2021, 6 PM – In-Person and Virtual**

Mayor Pettle said the Comprehensive Plan Committee meeting would be in-person and virtual, and the access code is at the top of the that agenda on the City's website at www.parkertexas.us when that agenda becomes available as well.

- **MUNICIPAL COURT – WEDNESDAY, FEBRUARY 17, 2021, 9:00 PM**

City Administrator Olson noted Municipal Court for February has been canceled. Collin County is still in the "Red Zone" due to COVID-19 numbers, but he indicated the numbers were falling and Parker could possibly have court in March.

- **CITY COUNCIL MONTHLY/QUARTERLY DEPARTMENT REPORTS WORKSHOP – TUESDAY, FEBRUARY 9, 2021, 3:00 PM**

Mayor Pettle announced City Council would have a workshop Tuesday, February 9, 2021, 3:00 p.m., to review monthly/quarterly departmental reports, with the goal to make the reports as informative and useful as possible.

- **REMINDER – May 1, 2021 – General Election (EV and ED Info)**

Mayor Pettle noted, once again, the City of Parker, Texas, is scheduled to hold its municipal election on May 1, 2021 for three (3) Council at-large positions. Candidates, interested in running for City Council, could start the filing process Wednesday, January 13, 2021 and filing will close Friday, February 12, 2021, 5:00 PM.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 18	Apr 19 Early Voting 8am to 5pm	Apr 20 Early Voting 8am to 5pm	Apr 21 Early Voting 8am to 5pm	Apr 22 Early Voting 8am to 5pm	Apr. 23 Early Voting 8am to 5pm	Apr. 24 Early Voting 8am to 5pm
Apr 25	Apr 26 Early Voting 7am to 7pm	Apr 27 Early Voting 7am to 7pm	Apr 28	Apr 29	Apr 30	May 1 Election Day 7am to 7pm

- **PROJECTED 2021 TAX RATE PLANNING CALENDAR**
- **SOFTWARE PRESENTATION**

Mayor Pettle indicated Parker resident Ellis "Skip" Cave contacted her, regarding software that could be useful with resident Question and Answer (Q&A) comments and feedback. Council discussed a suitable date/time and decided to invite Mr. Cave for a ten (10) minute presentation on February 16, 2021 at 7:00 PM, in conjunction with the next City Council meeting. Mr. Cave is to contact City Administrator Olson for presentation setup prior to the meeting.

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 JANUARY 12, 2021. [SCOTT GREY]

2. APPROVAL OF MEETING MINUTES FOR JANUARY 19, 2021. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR JANUARY 25, 2021. [SCOTT GREY]

MOTION: Councilmember Slaughter moved to approve the consent, as presented. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 798 CALLING FOR AN ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021 TO ELECT THREE (3) CITY COUNCIL MEMBERS AT-LARGE; PROVIDING FOR EARLY VOTING; AUTHORIZING THE MAYOR TO EXECUTE A JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW. [SHELBY]

City Attorney Shelby reviewed the item.

Mayor Pettle noted Ordinance No. 798 authorizes the Mayor to execute a contract for election services with Collin County for the General Election to be held May 1, 2021, in the amount of \$1,622.17. She also noted the Parker City Hall would be a "Voting Center" and the hours for early voting are listed on the front page of tonight's agenda.

The drawing for a place on the ballot will "tentatively" be held Tuesday, February 16, 2021, at 6:30 p.m.

MOTION: Councilmember Slaughter moved to approve Ordinance No. 798 calling for an election to be held on Saturday, May 1, 2021 to elect three (3) City Council Members at-large; providing for early voting; authorizing the Mayor to execute a Joint General and Special Election Services Contract for election services with Collin County; providing for the order and notice of the election; finding and determining that the meeting at which this ordinance is passed was noticed and is open to the public as required by law. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, Slaughter, and Standridge voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

5. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda. Hearing no requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be, Tuesday, February 16, 2021.

UPDATE(S):

- DRAINAGE COMMITTEE [MEYER]

Councilmember Meyer asked to delay her committee update until the second Council meeting in March, March 16, 2021, because she had some things in progress that would be beneficial at that time.

- **SWAGIT PRODUCTIONS, LLC [OLSON]**

City Administrator Olson said SWAGIT is now working and demonstrated the Council meetings are now being live streamed. After each Council meeting, the video would be on our website for viewing the following morning, but in actuality even sooner. Closed captioning is in the process of being completed. Mr. Olson also showed everyone when you go to the City's website homepage and click on "City Council Meetings & Recordings"; click on "City Council Meetings" and the date (ex. Feb. 2, 2021), and then click on section(s) of the agenda how the video jumps to that section for viewing.

- **LEWIS LANE [OLSON]**

City Administrator Olson said depending on the weather, the Lewis Lane project should begin March 1, 2021 and be completed in approximately thirty (30) days. Lewis Lane will be shut down from Erin Lane to Middleton Drive. Residents in the area will be notified via city website eblasts and Homeowners' Associations (HOAs) Facebook pages. Lewis Lane is jointly owned by Parker, Lucas, Collin County, and private residents. The City of Parker is in the process of contacting the various entities to get the entire road repaired and possibly coordinate agreements for future maintenance issues.

- **DUBLIN ROAD [MACHADO]**

Public Works Director Machado said Dublin Road "is a mess." Mr. Machado has discussed the issues with the contractor and the contractor plans to redo portions of the road as soon as possible, beginning Monday or Tuesday, depending on weather conditions. He asked that cars and trucks not use Dublin Road as a cut thru at least until the road repair is completed.

- **ACCEPTANCE OF FOOD DONATION(S) FOR POLICE, FIRE, CITY STAFF DUE AND OTHER(S) FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]**

- 2020 1229 Paul Vermeer donated \$500.00 to the Parker Fire Department

Mayor Pettle on behalf herself, City Council, City and City Staff, thanked Mr. Vermeer for his kind and generous donation, stating how greatly this gift is appreciated.

EXECUTIVE SESSION AND ADJOURNMENT

- 6.– 9. Mayor Pettle asked City Council if anyone needed to recess into executive session at this time. Hearing no requests, the Mayor moved on to discuss future facility meetings. After discussion, Council indicated they wanted the meetings to be informative, so we needed to give staff enough time to collect the information needed, at the same time the City needed to be as expeditious as

possible so as not to give the perception of not having the proper follow through and/or lose momentum.

Councilmember Slaughter reminded Council they agreed to follow Dr. Garrett's plan.

Mayor Pettie adjourned the meeting at 7:52 p.m.

APPROVED:

Mayor Lee Pettie

ATTESTED:

Approved on the 2nd day
of March, 2021.

Patti Scott Grey, City Secretary



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Finance Manager Grant Savage
Estimated Cost:	Date Prepared: January 19, 2021
Exhibits:	<ul style="list-style-type: none"> <u>Quarterly Investment Report Period ending December 31, 2020</u>

AGENDA SUBJECT

INVESTMENT QUARTERLY REPORT. [SAVAGE]

SUMMARY

Please review the attached Quarterly Investment Report – Period ending December 31, 2020. If you have any questions, comments, and/or corrections, please contact the Finance Manager Grant Savage at gsavage@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>Grant Savage</i>	Date:	02/25/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	02/25/2021
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021



Quarterly Investment Report

Period ending December 31, 2020

Grant Savage
Finance Manager



To: Mayor and City Council

From: Grant Savage, Finance Manager

Re: City Council Meeting – February 16, 2021

Date: February 12, 2021

Agenda Item:

Quarterly Investment Report for period ending December 31, 2020

Description of Agenda Item:

It is the objective of the City of Parker to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes, rules, and regulations governing the investment of public funds. In November 2020, the City revised an investment policy which serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The investment policy states that not less than quarterly, Investment Officials shall submit to the City Council and Investment Committee a written report of the City's investment transactions within forty-five (45) days of the preceding reporting period. Quarterly reports will generally be presented to the City Council as follows:

End of Reporting Period	Quarterly Report Date
March 31	May
June 30	August
September 30	November
December 31	February

The current depository bank for the City of Parker is American National Bank. The current agreement with American National Bank specifies the city to maintain an amount of liquid funds in American National to offset any and all bank service charges; therefore, the City does not earn any interest on the funds kept at American National Bank. The City invests funds in the public investment pool – TexSTAR, which had an average monthly rate of 0.0676% in December 2020. The City also invests in 3 year BOKF CDARS with interest rates ranging from 0.08% to 2.9% and American National Bank Certificates of Deposit with an interest rate of 1.00% and 1.10%. The

City does not carry any security instruments (investment type) on its books that are traded on the open market; therefore all investments are listed at 100% of market value. All funds on deposit with American National Bank, TexSTAR and BOKF are fully secured and safeguarded. Total interest earned for the quarter ending December 31, 2020 was \$19,422.65. Total cash and investments for the period ending December 31, 2020 was \$17,648,982.19 compared to \$16,526,001.81 on September 30, 2020, a net increase of \$1,122,980.38.

The attached Quarterly Investment Report for the Period Ending December 31, 2020 includes the following documents:

- Investment Portfolio Summary – Cash & Investments
- General Fund Investment Portfolio
- Proprietary Fund Investment Portfolio
- Bond Fund Investment Portfolio
- Investments by Instrument Type
- Weighted Average Maturity



City of Parker
Quarterly Investment
Report
(period ending December 31, 2020)

Quarterly Investment Report

According to the Public Funds Investment Act and the City of Parker Investment Policy, a quarterly investment report shall be presented to the City Council.

**CITY OF PARKER
INVESTMENT PORTFOLIO SUMMARY
FOR THE QUARTER ENDED DECEMBER 31, 2020**

ACCOUNT	BALANCE AS OF 9/30/2020	DEPOSITS	WITHDRAWALS	INTEREST EARNED	ENDING BALANCE AS OF 12/31/2020
CASH:					
American National Bank					
Operating Account	\$ 857,915.06	\$ 6,779,270.94	\$ 2,789,982.40	\$ -	\$ 4,847,203.60
Operating Account II	\$ 537,422.34	\$ 69,083.53	\$ 583,132.97	\$ -	\$ 23,372.90
Water Capital Improvement	\$ 887,026.47	\$ -	\$ 887,026.47	\$ -	\$ -
Water Impact Fees	\$ 980,798.71	\$ -	\$ 980,798.71	\$ -	\$ -
I&S Fund	\$ 677,156.11	\$ 215,421.57	\$ 707,811.44	\$ -	\$ 184,766.24
Police Seizures	\$ 8,745.22	\$ -	\$ 8,745.22	\$ -	\$ -
Police Awarded	\$ 274.77	\$ -	\$ 274.77	\$ -	\$ -
Police Holding	\$ 2,446.33	\$ -	\$ 2,446.33	\$ -	\$ -
State Training Funds	\$ 4,171.44	\$ -	\$ -	\$ -	\$ 4,171.44
TOTAL CASH ACCOUNTS	\$ 3,955,956.45	\$ 7,063,776.04	\$ 5,960,218.31	\$ -	\$ 5,059,514.18

ACCOUNT	BALANCE AS OF 9/30/2020	DEPOSITS	WITHDRAWALS	INTEREST EARNED	ENDING BALANCE AS OF 12/31/2020
INVESTMENTS:					
TexSTAR	\$ 10,052,244.23	\$ -	\$ -	\$ 2,339.31	\$ 10,054,583.54
BOKF - CDARS	\$ 2,450,260.75	\$ -	\$ -	\$ 16,906.76	\$ 2,467,167.51
American National Bank CD	\$ 67,540.38	\$ -	\$ -	\$ 176.58	\$ 67,716.96
TOTAL INVESTMENT ACCOUNTS	\$ 12,570,045.36	\$ -	\$ -	\$ 19,422.65	\$ 12,589,468.01

TOTAL CASH & INVESTMENTS AS OF DECEMBER 31, 2020

\$ 17,648,982.19

This report is in compliance with the investment policy and strategies as approved by the Public Funds Investment Act.

Grant Savage, Finance Manager

Ed Standridge, Chief Investment Officer

Lee Pettie, Mayor

**CITY OF PARKER
GENERAL FUND
INVESTMENT PORTFOLIO
FOR THE QUARTER ENDED DECEMBER 31, 2020**

<u>ACCOUNT</u>	<u>BALANCE AS OF 9/30/2020</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE AS OF 12/31/2020</u>
INVESTMENTS:					
TexSTAR - Operating	\$ 1,434,092.64	-	-	333.74	\$ 1,434,426.38
TexSTAR - CARES Act	\$ 243,156.15	-	-	56.58	\$ 243,212.73
BOKF - CDARS (6345)	\$ 1,067,656.43	-	-	7,832.37	\$ 1,075,488.80
BOKF - CDARS (7525)	\$ 1,049,203.25	-	-	3,947.72	\$ 1,053,150.97
BOKF - CDARS (9396)	\$ 333,401.07	-	-	5,126.67	\$ 338,527.74
ANB CD - Parker Volunteer FD (8698)	\$ 36,457.85	-	-	90.64	\$ 36,548.49
ANB CD - Parker Volunteer FD (2616)	\$ 31,082.53	-	-	85.94	\$ 31,168.47
TOTAL INVESTMENT ACCOUNTS	\$ 4,195,049.92	\$ -	\$ -	\$ 17,473.66	\$ 4,212,523.58
TOTAL GENERAL FUND INVESTMENT PORTFOLIO AS OF DECEMBER 31, 2020					\$ 4,212,523.58

**CITY OF PARKER
PROPRIETARY FUND
INVESTMENT PORTFOLIO
FOR THE QUARTER ENDED DECEMBER 31, 2020**

<u>ACCOUNT</u>	<u>BALANCE AS OF 9/30/2020</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE AS OF 12/31/2020</u>
INVESTMENTS:					
TexSTAR - Operating	\$ 322,700.07	-	-	75.10	\$ 322,775.17
TexSTAR - Water Improvement	\$ 510,678.69	-	-	118.87	\$ 510,797.56
TOTAL INVESTMENT ACCOUNTS	<u>\$ 833,378.76</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 193.97</u>	<u>\$ 833,572.73</u>
 TOTAL GENERAL FUND INVESTMENT PORTFOLIO AS OF DECEMBER 31, 2020					<u>\$ 833,572.73</u>

**CITY OF PARKER
BOND FUND
INVESTMENT PORTFOLIO
FOR THE QUARTER ENDED DECEMBER 31, 2020**

<u>ACCOUNT</u>	<u>BALANCE AS OF 9/30/2020</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE AS OF 12/31/2020</u>
INVESTMENTS:					
TexSTAR - Bond Fund	7,541,616.68	-	-	1,755.02	7,543,371.70
TOTAL INVESTMENT ACCOUNTS	\$ 7,541,616.68	\$ -	\$ -	\$ 1,755.02	\$ 7,543,371.70
TOTAL DEBT SERVICE FUND INVESTMENT PORTFOLIO AS OF DECEMBER 31, 2020					\$ 7,543,371.70

City of Parker				
Investments by Instrument Type				
For the Period Ending:	12/31/2020			
Instrument Type	Current Balance	Current %	Max % Per Policy	In compliance (Y) (N)
Certificates of Deposits	67,716.96	0.54%	25.00%	YES
Local Government Investment Pools	10,054,583.54	79.87%	90.00%	YES
CDAR's Program	2,467,167.51	19.60%	100.00%	YES
Total Investments	12,589,468.01			
	Current Balance	Pledged Securities Value	%	% Required per policy
American National Bank - Cash Accts	5,059,514.18	5,191,638.10	102.61%	102.00%

City of Parker**Weighted Average Maturity****Report Date: 12/31/2020**

Using the Current Date and Maturity Date: Weighted Average Maturity (WAM) =

The overall sum of each security's par amount multiplied by its number of days to maturity, divided by the total of all investments.

Security Description	Investment Amount	Current Date	Maturity Date	Mat. in Days (DTM)	WAM
TexStar	10,054,583.54	12/31/20	01/01/21	1	0.80
ANB - VFD CD	36,548.49	12/31/20	03/15/21	75	0.22
ANB - VFD CD	31,168.47	12/31/20	01/11/22	371	0.92
BOKF CDARS - 3 Yr Term	1,075,488.80	12/31/20	10/14/21	284	24.26
BOKF CDARS - 3 Yr Term	1,053,150.97	12/31/20	10/17/22	647	54.12
BOKF CDARS - 3 Yr Term	338,527.74	12/31/20	11/12/21	312	8.39
Total	12,589,468.01				88.71

WAM Calculations that are based on Floating Rate and Variable Rate securities use the reset date in the calculations.



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: January 19, 2021
Exhibits:	<ul style="list-style-type: none"> Republic Services of Plano Monthly Report(s) January

AGENDA SUBJECT

REPUBLIC WASTE JANUARY REPORT. [BERNAS]

SUMMARY

Please review Republic Waste's monthly report(s).

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>		02/25/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

CITY OF PARKER REPORT



CITY OF PARKER SUMMARY

No accidents or incidents in the
month of January 2021

COLLECTION SERVICES

CITY OF PARKER – Homes - TRASH COLLECTED (TONS) 2020														
Trash Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG.
Residential Homes	1650													
Tonnage	194													
CITY OF PARKER - RECYCLE COLLECTED (TONS) 2020														
Recycle Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential tons	72													
CITY OF PARKER - TOTAL BULK MATERIAL COLLECTED (TONS) 2020														
Bulk Services	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total tons	87													
CITY OF PARKER - DIVERSION RATE 2020														
Total tonnages	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		AVG
Total tonnages	353													



TOTAL SERVICES PERFORMED

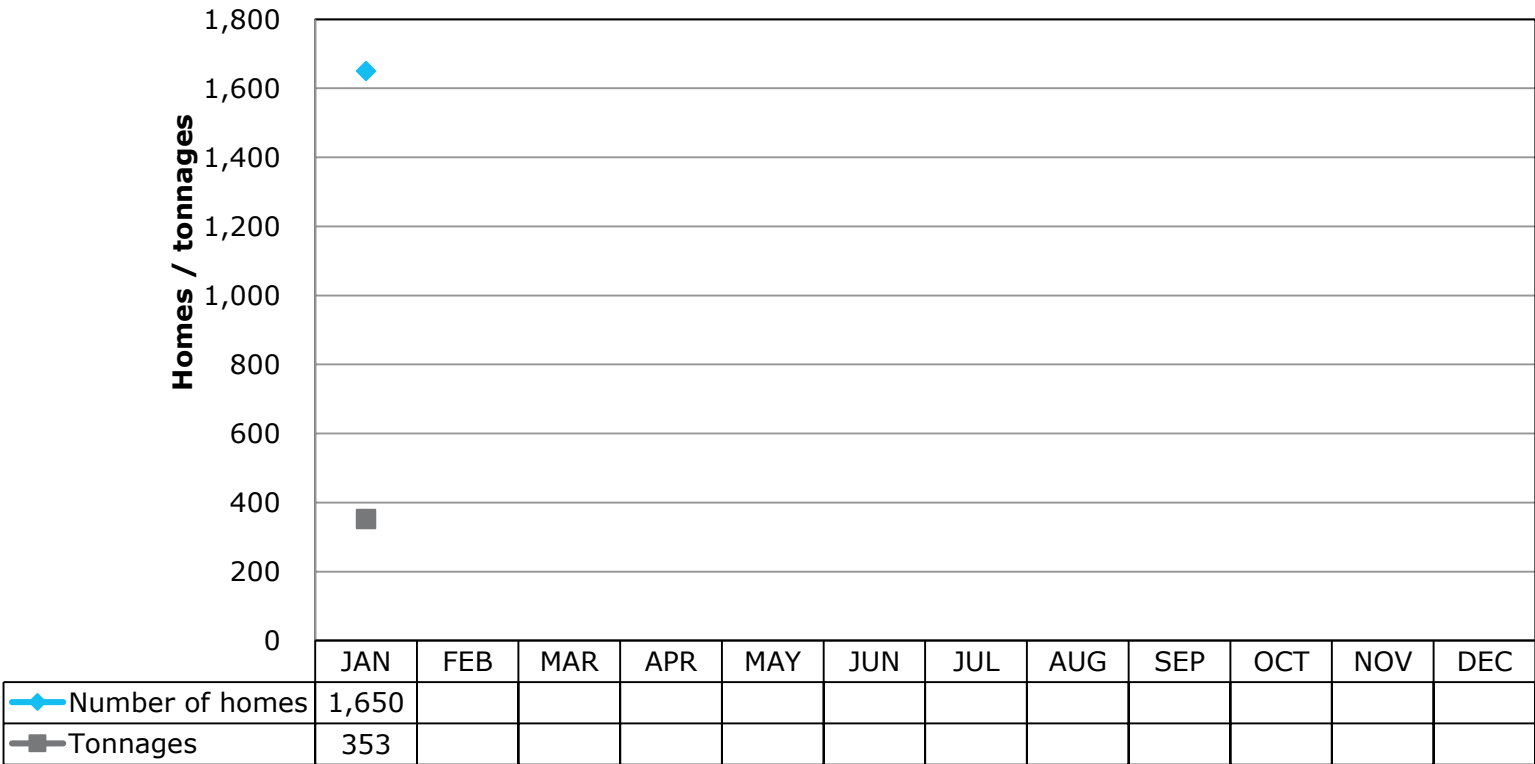
Meeting Date: 03/02/2021 Item 3.

CITY OF PARKER - RESIDENTIAL STATISTICS 2020

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Participation													
# Households	1650												
Serviceable Households- drive by	15180												

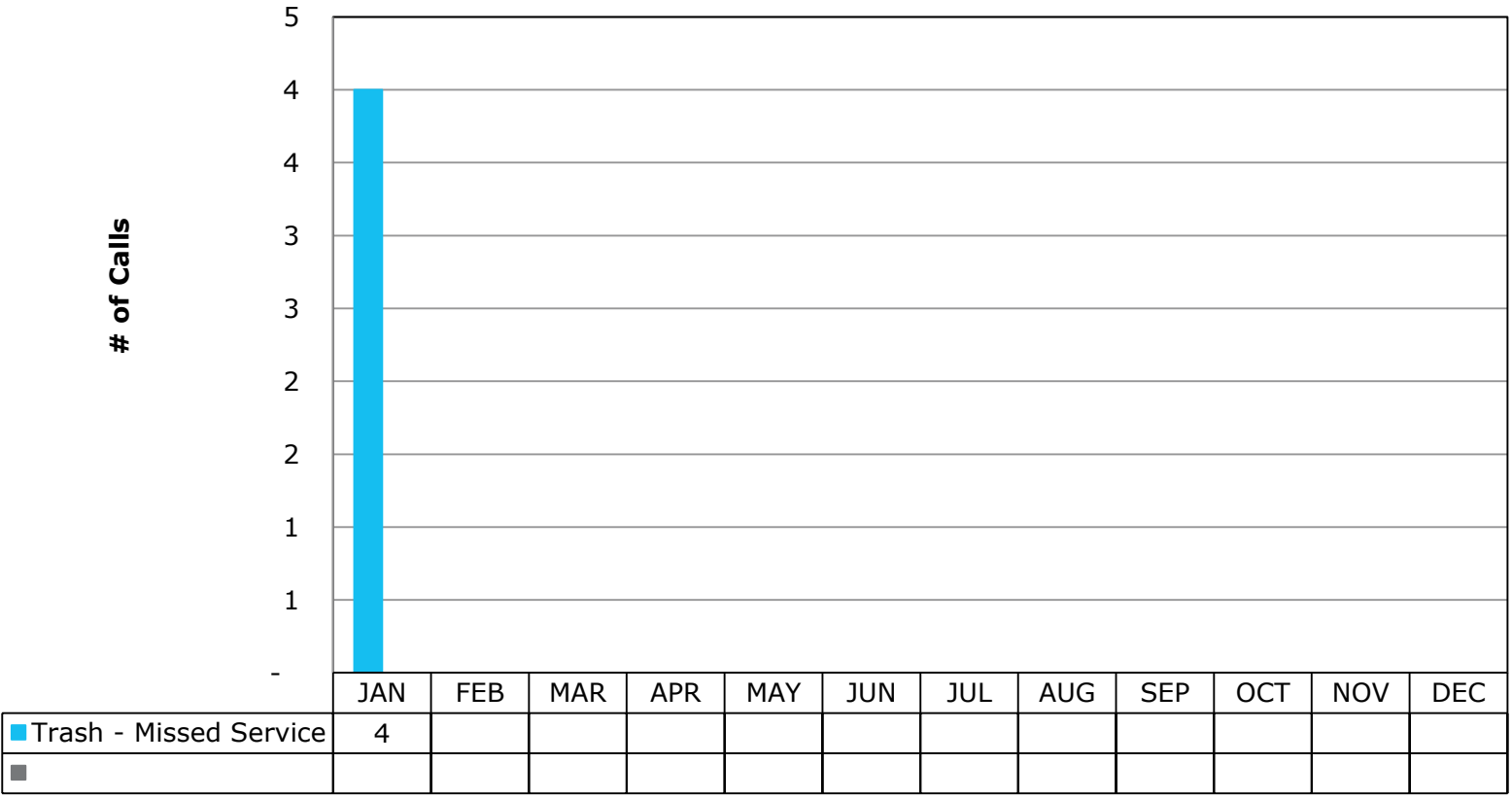


PARKER – HOMES / TONNAGES



SERVICE ISSUES MONTHLY

PARKER - MISSED SERVICES MONTHLY
Called into Republic Services



SAFETY RECORD

Meeting Date: 03/02/2021 Item 3.

CITY OF PRKER - SAFETY RECORD 2020													
Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Property Damage	0												
Motor Vehicle Accidents	0												
TOTAL	0												



Upcoming Items: Parker

None at this time



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: January 19, 2021
Exhibits:	<p><u>Departmental Reports</u></p> <ol style="list-style-type: none"> 1. Building Code (JAN) 2. Court (JAN) 3. Finance (monthly financials) (JAN) 4. Fire (4th QTR) 5. Police (JAN) 6. PIWIK (JAN)

AGENDA SUBJECT

DEPARTMENT REPORTS - BUILDING (JAN), COURT (JAN), FINANCE (monthly financials) (JAN), FIRE (4TH QTR), POLICE (JAN) AND WEBSITE (JAN)

SUMMARY

Please review and consider accepting the Departmental Reports.

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:	02/25/2021
City Attorney:		Date:	
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021



PERMIT FEE LISTING BY APPLIED DATE (01/01/2021 TO 01/31/2021)
FOR CITY OF PARKER TEXAS

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
Building (Residential)	Accessory Structure	BLDR-000464-2021	\$0.00		56600	5009 OLD GATE, PARKER, TX 75002	672	01/05/2021	01/07/2021	07/06/2021		Accessory/Outbuilding Permit fee	\$100.00	\$100.00
												Electrical Square Footage Fee	\$20.16	\$20.16
													\$120.16	\$120.16
		BLDR-000471-2021	\$12,000.00				275	01/08/2021				Accessory/Outbuilding Permit fee	\$100.00	\$0.00
												Electrical Square Footage Fee	\$8.25	\$0.00
													\$108.25	\$0.00
		BLDR-000487-2021	\$10,000.00		2762681	6413 LUDLOW, PARKER, TX 75002	300	01/19/2021	01/22/2021	07/21/2021		Electrical Square Footage Fee	\$9.00	\$9.00
												Accessory/Outbuilding Permit fee	\$100.00	\$100.00
													\$109.00	\$109.00
		BLDR-000490-2021	\$0.00		2090625	2800 DUBLIN PARK, PARKER, TX 75094	275	01/22/2021	01/22/2021	07/21/2021		Accessory/Outbuilding Permit fee	\$100.00	\$100.00
												Electrical Square Footage Fee	\$8.25	\$8.25
													\$108.25	\$108.25
		BLDR-000491-2021	\$0.00			1803 Ramsey CT, Parker, TX 75002	1,068	01/22/2021				Electrical Square Footage Fee	\$32.04	\$32.04
												Accessory/Outbuilding Permit fee	\$150.00	\$150.00
													\$182.04	\$182.04
		BLDR-000503-2021	\$286,417.50		2732240	6401 HOLBROOK, PARKER, TX 75002	1,813	01/25/2021				Accessory/Outbuilding Permit fee	\$200.00	\$200.00
												Electrical Square Footage Fee	\$54.39	\$54.39
												Plumbing Square Footage Fee	\$54.39	\$54.39
												Mechanical Square Footage Fee	\$54.39	\$54.39
													\$363.17	\$363.17
	Addition	BLDR-000473-2021	\$28,500.00		2006018	5003 DUBLIN CREEK, PARKER, TX 75002	400	01/13/2021	02/03/2021	08/02/2021	02/03/2021	Plumbing Square Footage Fee	\$12.00	\$12.00
												New/Addition Construction	\$250.00	\$250.00
												Base Fee		

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												Electrical Square Footage Fee	\$12.00	\$12.00
												Mechanical Square Footage Fee	\$12.00	\$12.00
													\$286.00	\$286.00
	Driveway / Culvert	BLDR-000459-2021	\$0.00		2753405	4603 WHITESTONE, PARKER, TX 75002	0	01/04/2021	01/26/2021	07/26/2021		Driveway / Culvert Fee	\$75.00	\$75.00
													\$75.00	\$75.00
	Fence	BLDR-000460-2021	\$0.00		2776743	4904 LYNWOOD, PARKER, TX 75002	0	01/04/2021	01/08/2021	07/07/2021		Fence Permit Fee	\$75.00	\$0.00
													\$75.00	\$0.00
		BLDR-000461-2021	\$0.00		2728174	5408 TENNYSON CT, PARKER, TX 75002	0	01/04/2021				Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		BLDR-000478-2021	\$19,714.85		2762687	6608 CHILTON, PARKER, TX 75002	0	01/14/2021	01/28/2021	07/27/2021		Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		BLDR-000486-2021	\$0.00		2776747	5004 LYNWOOD, PARKER, TX 75002	0	01/19/2021				Fence Permit Fee	\$75.00	\$0.00
													\$75.00	\$0.00
		BLDR-000493-2021	\$0.00		2732242	5102 MIDDLETON, PARKER, TX 75002	0	01/22/2021	01/26/2021	07/26/2021		Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		BLDR-000504-2021	\$0.00		2753372	5203 BELVEDERE, PARKER, TX 75002	0	01/25/2021	02/03/2021	08/02/2021		Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		BLDR-000505-2021	\$0.00		2753382	4704 DONNA LN, PARKER, TX 75002	0	01/25/2021	02/03/2021	08/02/2021		Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		BLDR-000506-2021	\$0.00		2753380	4700 DONNA, PARKER TX 75002	0	01/25/2021	02/03/2021	08/02/2021		Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00

PERMIT FEE LISTING BY APPLIED DATE (01/01/2021 TO 01/31/2021)

Meeting Date: 03/02/2021 Item 4.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
		BLDR-000508-2021	\$0.00		2732257	5307 WESTFIELD, PARKER, TX 75002	0	01/26/2021				Fence Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
	New Single Family	BLDR-000462-2021	\$917,829.00		2762705	6700 STAFFORD, PARKER, TX 75002	6,780	01/04/2021	01/14/2021	07/13/2021		Sewer Tap Fee	\$1,000.00	\$1,000.00
												Plumbing Square Footage Fee	\$203.40	\$203.40
												Mechanical Square Footage Fee	\$203.40	\$203.40
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Electrical Square Footage Fee	\$203.40	\$203.40
												New/Addition Construction Base Fee	\$3,640.00	\$3,640.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$12,189.15	\$12,189.15
		BLDR-000470-2021	\$375,375.00			5000 SE Whisper Dr DR, Parker, TX 75002	6,825	01/07/2021	01/22/2021	07/21/2021		Electrical Square Footage Fee	\$204.75	\$204.75
												Mechanical Square Footage Fee	\$204.75	\$204.75
												New/Addition Construction Base Fee	\$3,662.50	\$3,662.50
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Plumbing Square Footage Fee	\$204.75	\$204.75
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$11,215.70	\$11,215.70
		BLDR-000472-2021	\$0.00			4900 Cheshire Ln LN, Parker, TX 75002	10,464	01/11/2021	02/04/2021	08/03/2021		1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Mechanical Square Footage Fee	\$313.92	\$313.92
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Electrical Square Footage Fee	\$313.92	\$313.92

PERMIT FEE LISTING BY APPLIED DATE (01/01/2021 TO 01/31/2021)

Meeting Date: 03/02/2021 Item 4.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Sewer Tap Fee	\$1,000.00	\$1,000.00
												Plumbing Square Footage Fee	\$313.92	\$313.92
												New/Addition Construction Base Fee	\$5,482.00	\$5,482.00
													\$14,362.71	\$14,362.71
		BLDR-000474-2021	\$0.00			6609 Chilton CT, Parker, TX 75002	7,417	01/13/2021	01/22/2021	07/21/2021		New/Addition Construction Base Fee	\$3,958.50	\$3,958.50
												Sewer Tap Fee	\$1,000.00	\$1,000.00
												Mechanical Square Footage Fee	\$222.51	\$222.51
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Plumbing Square Footage Fee	\$222.51	\$222.51
												Electrical Square Footage Fee	\$222.51	\$222.51
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
													\$12,564.98	\$12,564.98
		BLDR-000475-2021	\$767,745.01			7618 Nocona DR, Parker Tx, TX 75002	7,913	01/13/2021	01/22/2021	07/21/2021		Sewer Tap Fee	\$1,000.00	\$1,000.00
												Plumbing Square Footage Fee	\$237.39	\$237.39
												New/Addition Construction Base Fee	\$4,206.50	\$4,206.50
												Mechanical Square Footage Fee	\$237.39	\$237.39
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Electrical Square Footage Fee	\$237.39	\$237.39
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
		BLDR-000477-2021	\$385,990.00			5000 Midnight CT, Parker, TX 75002	7,018	01/13/2021	01/26/2021	07/26/2021		Plumbing Square Footage Fee	\$210.54	\$210.54
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Mechanical Square Footage Fee	\$210.54	\$210.54

PERMIT FEE LISTING BY APPLIED DATE (01/01/2021 TO 01/31/2021)

Meeting Date: 03/02/2021 Item 4.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
		BLDR-000479-2021	\$806,440.00		2762707	5301 MIDDLETON DR, PARKER, TX 75002	5,039	01/15/2021	01/27/2021	07/26/2021		Electrical Square Footage Fee	\$210.54	\$210.54
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												New/Addition Construction Base Fee	\$3,759.00	\$3,759.00
													\$11,329.57	\$11,329.57
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Plumbing Square Footage Fee	\$151.17	\$151.17
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Mechanical Square Footage Fee	\$151.17	\$151.17
												Sewer Tap Fee	\$1,000.00	\$1,000.00
												Electrical Square Footage Fee	\$151.17	\$151.17
New/Addition Construction Base Fee	\$2,769.50	\$2,769.50												
	\$11,161.96	\$11,161.96												
	BLDR-000482-2021	\$0.00			4810 Cheshire LN, Parker, TX 75002	6,240	01/15/2021	01/26/2021	07/26/2021	01/26/2021	Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95	
											Mechanical Square Footage Fee	\$187.20	\$187.20	
											1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00	
											Plumbing Square Footage Fee	\$187.20	\$187.20	
											New/Addition Construction Base Fee	\$3,370.00	\$3,370.00	
											Building Permit Deposit Fee	\$1,000.00	\$1,000.00	
											Electrical Square Footage Fee	\$187.20	\$187.20	
												\$10,870.55	\$10,870.55	
	BLDR-000484-2021	\$0.00			4901 Tom Stone CT, Parker , TX 75002	6,310	01/18/2021	01/26/2021	07/26/2021	01/26/2021	Building Permit Deposit Fee	\$1,000.00	\$1,000.00	
											Electrical Square Footage Fee	\$189.30	\$189.30	
											Mechanical Square Footage Fee	\$189.30	\$189.30	
											Plumbing Square Footage Fee	\$189.30	\$189.30	

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid												
		BLDR-000485-2021	\$0.00			4803 Cheshire Ln LN, Parker, TX 75002	6,509	01/19/2021	01/26/2021	07/26/2021		New/Addition Construction Base Fee	\$3,405.00	\$3,405.00												
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95												
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00												
													\$10,911.85	\$10,911.85												
												New/Addition Construction Base Fee	\$3,504.50	\$3,504.50												
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00												
												Mechanical Square Footage Fee	\$195.27	\$195.27												
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00												
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95												
												Plumbing Square Footage Fee	\$195.27	\$195.27												
												Electrical Square Footage Fee	\$195.27	\$195.27												
													\$11,029.26	\$11,029.26												
												TOTAL VALUATION:			\$3,610,011.36	TOTAL SQ FT:			75,318.00	TOTAL FEES:			\$120,520.22	\$120,261.97		
												Electrical (Residential)	Electrical	ELER-000458-2021	\$0.00		279175	4803 PARKER, PARKER, TX 75002	0	01/04/2021	01/06/2021	07/05/2021		Electrical Permit Fee	\$75.00	\$75.00
																									\$75.00	\$75.00
														ELER-000463-2021	\$0.00		2732244	5206 MIDDLETON, PARKER, TX 75002	0	01/05/2021	01/26/2021	07/26/2021		Electrical Permit Fee	\$75.00	\$75.00
																									\$75.00	\$75.00
														ELER-000469-2021	\$0.00		2753344	5007 KINGSTON, PARKER, TX 75002	0	01/07/2021	01/22/2021	07/21/2021		Electrical Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00												
		ELER-000481-2021	\$0.00		2762676	6611 STAFFORD, PARKER, TX 75002	0	01/15/2021	01/26/2021	07/26/2021		Electrical Permit Fee	\$75.00	\$75.00												
													\$75.00	\$75.00												

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
Electrical	Electrical	ELER-000492-2021	\$0.00		2591091	6905 AUDUBON, PARKER, TX 75002	0	01/22/2021				Electrical Permit Fee	\$75.00	\$75.00
TOTAL VALUATION:			\$0.00	TOTAL SQ FT:			0.00	TOTAL FEES:					\$825.00	\$825.00
Fire	Fire Suppression	FIRE-000456-2021	\$0.00		2728172	5405 TENNYSON, PARKER, TX 75002	0	01/04/2021				Fire Suppression Fee	\$150.00	\$150.00
		FIRE-000457-2021	\$0.00		2762711	6312 WARWICK, PARKER, TX 75002	0	01/04/2021				Fire Suppression Fee	\$150.00	\$150.00
		FIRE-000499-2021	\$0.00			4905 Cheshire LN, Parker, TX 75002	0	01/25/2021				Fire Suppression Fee	\$150.00	\$150.00

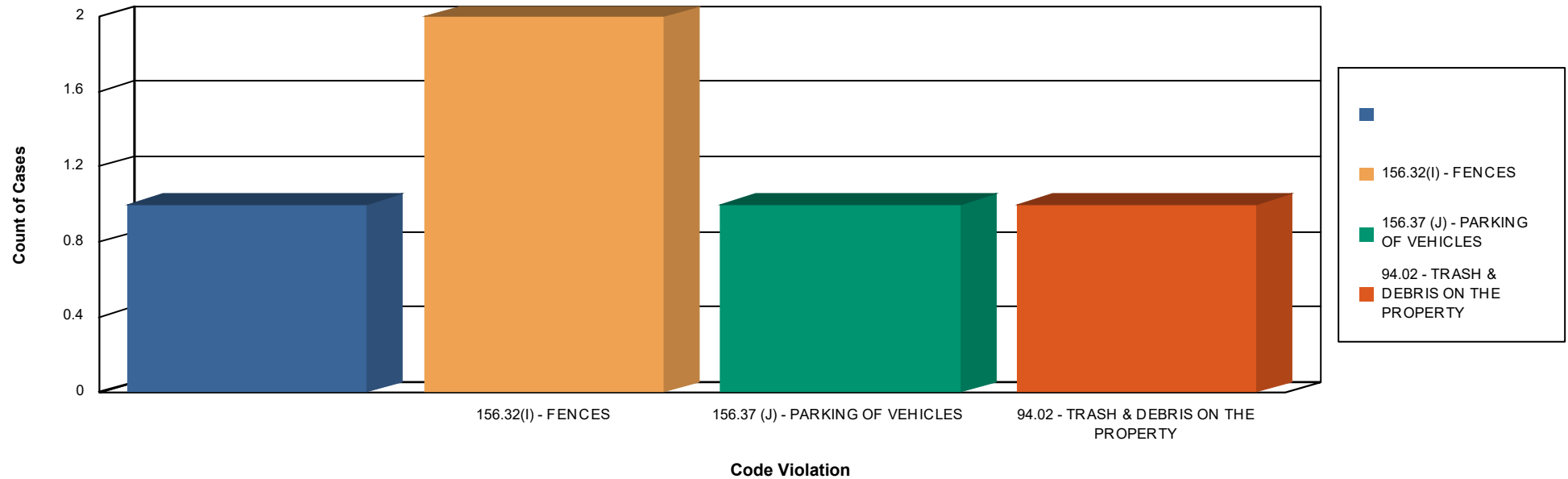
PERMIT FEE LISTING BY APPLIED DATE (01/01/2021 TO 01/31/2021)													Meeting Date: 03/02/2021 Item 4.	
Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
													\$150.00	\$150.00
		FIRE-000501-2021	\$0.00			4807 Cheshire LN, Parker, TX 75002	0	01/25/2021				Fire Suppression Fee	\$150.00	\$150.00
													\$150.00	\$150.00
		FIRE-000502-2021	\$0.00		2732282	6500 HOLBROOK, PARKER, TX 75002	0	01/25/2021				Fire Suppression Fee	\$150.00	\$150.00
													\$150.00	\$150.00
TOTAL VALUATION:			\$0.00		TOTAL SQ FT:		0.00	TOTAL FEES:					\$750.00	\$750.00
Irrigation	Irrigation	IRRA-000488-2021	\$0.00		2714824	3800 ELAINE, PARKER TX 75002	0	01/20/2021	01/22/2021	07/21/2021		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		IRRA-000498-2021	\$0.00		2615886	6805 GREENHILL, PARKER, TX 75002	0	01/22/2021				Lawn Irrigation and Backflow Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		IRRA-000517-202	\$0.00			3701 Nancy DR, Parker, TX 75002	0					Lawn Irrigation and Backflow Fee	\$75.00	\$75.00
													\$75.00	\$75.00
TOTAL VALUATION:			\$0.00		TOTAL SQ FT:		0.00	TOTAL FEES:					\$225.00	\$225.00
Mechanical (Residential)	HVAC	MECR-000519-2021	\$0.00		2136312	6023 RATHBONE, PARKER, TX 75002	0	01/29/2021				Mechanical (Heat/Air) Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
TOTAL VALUATION:			\$0.00		TOTAL SQ FT:		0.00	TOTAL FEES:					\$75.00	\$75.00
Plumbing (Residential)	Plumbing	PLMR-000465-2021	\$0.00		2560666	5103 ENGLENOOK, PARKER, TX 75002	0	01/06/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000480-2021	\$0.00			5300 Middleton DR, Parker, TX 75002	0	01/15/2021				Plumbing Permit Fee	\$75.00	\$0.00
													\$75.00	\$0.00
February 04, 2021					5700 E. Parker Rd. Parker, TX 75002							Page 8 of 42		

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
		PLMR-000483-2021	\$0.00		81734	5408 KARA, PARKER, TX 75002	0	01/18/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000494-2021	\$0.00		2054866	4506 PECAN BEND, PARKER, TX 75002	0	01/22/2021				Plumbing Permit Fee	\$75.00	\$0.00
													\$75.00	\$0.00
		PLMR-000507-2021	\$0.00		2577965	5803 PARKER VILLAGE, PARKER, TX 75002	0	01/25/2021				Plumbing Permit Fee	\$75.00	\$0.00
													\$75.00	\$0.00
		PLMR-000513-2021	\$0.00		360406	4206 SYCAMORE, PARKER, TX 75002	0	01/27/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000514-2021	\$0.00		2591092	6903 AUDUBON, PARKER, TX 75002	0	01/27/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000515-2021	\$0.00		2762726	5415 WESTFIELD, PARKER, TX 75002	0	01/28/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000516-2021	\$0.00		2776740	5109 WAYLAND DR, PARKER, TX 75002	0	01/28/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000518-2021	\$0.00		2052556	3302 BLUFFS, PARKER, TX 75002	0	01/28/2021				Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
		PLMR-000520-2021	\$0.00		1949609	6003 GREGORY LN, PARKER, TX	0	01/29/2021	01/29/2021	07/28/2021		Plumbing Permit Fee	\$75.00	\$75.00
													\$75.00	\$75.00
TOTAL VALUATION:			\$0.00			TOTAL SQ FT:	0.00					TOTAL FEES:	\$825.00	\$600.00

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid	
Pool / Spa (Residential)	In Ground with Fence	POOLR-000466-2 021	\$0.00		2728155	5200 BERWICK, PARKER, TX 75002	0	01/07/2021	01/08/2021	07/07/2021		Pool and Fence – In ground Fee	\$500.00	\$500.00	
													\$500.00	\$500.00	
		POOLR-000467-2 021	\$0.00		2560706	6001 DUMONT, PARKER, TX 75002	0	01/07/2021	01/29/2021	07/28/2021		Pool and Fence – In ground Fee	\$500.00	\$500.00	
													\$500.00	\$500.00	
		POOLR-000468-2 021	\$0.00			5007 Kingston CT, Parker, TX 75002	0	01/07/2021	01/22/2021	07/21/2021		Pool and Fence – In ground Fee	\$500.00	\$500.00	
													\$500.00	\$500.00	
		POOLR-000489-2 021	\$0.00		2762728	5423 WESTFIELD, PARKER, TX 75002	0	01/22/2021	01/26/2021	07/26/2021		Pool and Fence – In ground Fee	\$500.00	\$500.00	
													\$500.00	\$500.00	
						0	01/22/2021				Pool and Fence – In ground Fee	\$500.00	\$0.00		
												\$500.00	\$0.00		
					2560700	6002 WESTON, PARKER, TX 75002	0	01/22/2021				Pool and Fence – In ground Fee	\$500.00	\$0.00	
												\$500.00	\$0.00		
					2762726	5415 WESTFIELD, PARKER, TX 75002	0	01/26/2021				Pool and Fence – In ground Fee	\$500.00	\$500.00	
												\$500.00	\$500.00		
					2762712	6308 WARWICK, PARKER, TX 75002	0	01/26/2021				Pool and Fence – In ground Fee	\$500.00	\$500.00	
												\$500.00	\$500.00		
TOTAL VALUATION:			\$0.00		TOTAL SQ FT:		0.00						TOTAL FEES:	\$4,000.00	\$3,000.00
GRAND TOTALS		VALUATION:	\$3,610,011.36		SQ FT:		75,318.00						FEES:	\$127,220.22	\$125,736.97



CODE CASES OPENED BY VIOLATION (01/01/2021 TO 02/01/2021) FOR CITY OF PARKER TEXAS



Case #	Case Type	Case Status	Project	District	Main Address	Parcel	Assigned To	Opened Date	Closed Date
CODE-000199-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	01/23/2021	01/29/2021
TOTAL CASES OPENED FOR :									1
156.32(I) - FENCES									
CODE-000198-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	01/19/2021	02/08/2021
CODE-000200-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	01/14/2021	01/29/2021
TOTAL CASES OPENED FOR 156.32(I) - FENCES:									2
156.37 (J) - PARKING OF VEHICLES									
CODE-000196-2021	Code Enforcement	Closed - Resolved		Parker Texas	4001 Windream, Parker, TX 75002	1971027	Chad Case	01/25/2021	02/02/2021
TOTAL CASES OPENED FOR 156.37 (J) - PARKING OF VEHICLES:									1
94.02 - TRASH & DEBRIS ON THE PROPERTY									

CODE CASES OPENED BY VIOLATION (01/01/2021 TO 02/01/2021)

Meeting Date: 03/02/2021 Item 4.

Case #	Case Type	Case Status	Project	District	Main Address	Parcel	Assigned To	Opened Date	Closed Date
CODE-000197-2021	Code Enforcement	Closed - Resolved		Parker Texas		2070541	Chad Case	01/04/2021	01/13/2021
.L CASES OPENED FOR 94.02 - TRASH & DEBRIS ON THE PROPERTY									1
GRAND TOTAL OF CASES:									5

*Indicates an Emergency

City of Parker Municipal Court Report

Meeting Date: 03/02/2021 Item 4.

	Jan, 2020	Feb, 2020	March, 2020	April, 2020	May, 2020	June, 2020	July, 2020	Aug, 2020	Sept, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021
New Cases Filed	130	139	95	6	31	29	55	85	100	65	98	100	95
Traffic	98	110	70	4	24	23	51	69	90	56	78	79	87
Non-Traffic	32	29	25	2	7	6	4	16	10	9	20	21	8
Uncontested Dispositions	80	48	48	23	6	20	20	29	34	64	60	70	36
Compliance Dismissals:													
After Driving Safety Course	25	27	25	13	25	25	4	8	4	7	14	12	23
After Deferred Disposition	29	25	30	18	23	38	15	8	11	11	17	23	14
After proof of Insurance	2	1	2	0	1	0	1	3	3	3	0	2	0
Other Dismissals	5	1	4	1	0	0	0	1	0	0	1	1	4
Total Cases Disposed	141	102	109	55	55	83	40	49	52	85	92	108	77
Show Cause Hearings Held	23	19	13	0	0	0	0	0	5	0	3	4	0
Trials	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Warrants Issued	57	1	0	0	0	0	0	0	0	0	0	0	0
Warrants Cleared	3	9	6	1	1	2	4	2	11	38	45	31	6
Total Outstanding Warrants	649	641	635	634	633	631	627	625	614	576	525	494	488
Fines, Court Costs & Other Amounts Collected:													
Retained by City	\$ 12,860.00	\$10,704.00	\$11,338.00	\$ 5,593.00	\$2,409.00	\$ 3,996.00	\$ 5,146.00	\$ 7,668.00	\$9,865.00	\$9,090.00	\$10,545.00	\$ 10,819.00	\$9,280.00
Remitted to State	\$ 9,810.00	\$9,492.00	\$10,164.00	\$ 4,811.00	\$1,952.00	\$ 2,828.00	\$ 4,560.00	\$ 6,445.00	\$8,405.00	\$9,441.00	\$8,762.00	\$ 8,943.00	\$8,759.00
Total	\$ 21,670.00	\$20,196.00	\$21,502.00	\$ 10,404.00	\$4,361.00	\$ 6,824.00	\$ 9,706.00	\$ 14,113.00	\$18,270.00	\$18,531.00	\$19,307.00	\$ 19,762.00	\$18,039.00

Definitions:

Show Cause Hearing - A court hearing that is held for a defendant who has been granted a Driving Safety Course or Deferred Disposition to Show Cause for Non-Compliance

All Cases heard in Municipal Court are Class C Misdemeanors Only



Monthly Financial Report

Period ending January 31, 2021

Grant Savage
Finance Manager



To: Mayor and City Council

From: Grant Savage, Finance Manager

Re: City Council Meeting – February 16, 2021

Date: February 12, 2021

Agenda Item:

January 31, 2021 Monthly Financial Report

Description of Agenda Item:

The Monthly Financial Report provides the Year-to-Date Budget Report for all funds and a Revenue Report for the major sources of income in the General Fund. These reports cover the month-end January 31, 2021.

Year-to-Date Budget Report

The Year-to-Date Budget Report compares the budgeted expenditures and revenues to actual expenditures and revenues. In reviewing the Year-to-Date Budget Report through January 31, 2021, the City Council should note that the report lists revenues and expenditures for the fiscal year. Therefore, it is generally desirable for year-to-date revenue totals to have achieved 33% of the budgeted amount and expenditures should generally not exceed 33% of the budgeted amounts. However, because property taxes are primarily received during the first trimester of the budget year and other revenues such as franchise fees are cyclical, revenues will not always equate to the projected percentage. Likewise, total expenditures may not always equate to the projected percentage, because payments for contracted services, insurance, and debt services are paid in lump sum amounts. The City's fiscal year ended on September 30, 2020.

Revenue Reports

The Revenue Reports provide an analysis of the major revenue sources for the General Fund. They contain the current year and 4 years of historical information. Reports have been provided for the below revenue sources.

- **Property Taxes**

Property Taxes account for 74.1% (or \$3,680,692) of the total General Fund Budgeted Revenue. The City has received \$3,171,813 (or 86.1%) Y-T-D. The majority of property taxes are received in the months of December through February.

- **Sales Taxes**

Sales Taxes account for 4.9% (or \$245,194) of the total General Fund Budgeted Revenue. The City has received \$94,980 (or 38.7%) Y-T-D. Generally, sales tax collections represent two months ago actual sales reported by vendors to the State of Texas.

- **Franchise Fees**

Franchise Fees account for 5.4% (or \$271,500) of the total General Fund Budgeted Revenue. The City has received \$0 (or 0.0%) Y-T-D. These fees are typically received on a quarterly basis.

- **Licenses & Permits**

Licenses & Permits account for 8.8% (or \$438,000) of the total General Fund Budgeted Revenue. The City has received \$228,074 (or 52.0%) Y-T-D.

- **Court Fines**

Court Fines account for 4.4% (or \$220,000) of the total General Fund Budgeted Revenue. The City has received \$72,447 (or 32.9%) Y-T-D.

Attached Documents:

1. Year-to-Date Budget Report
2. Revenue Reports



City of Parker Monthly Financial Report (period ending January 31, 2021)

Year-to-Date Budget Report

The Year-to-Date Budget Report compares the budgeted expenditures and revenues to actual expenditures and revenues.



City of Parker, TX

Budget Report

Account Summary

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 41 - PROPERTY TAXES							
01-000-4100	PROPERTY TAX - CURRENT	3,637,848.00	3,637,848.00	1,009,293.76	3,164,525.19	-473,322.81	86.99 %
01-000-4102	PROPERTY TAX - DELINQUENT	32,844.00	32,844.00	272.53	6,111.62	-26,732.38	18.61 %
01-000-4104	PENALTY & INTEREST	10,000.00	10,000.00	92.25	1,176.26	-8,823.74	11.76 %
Category: 41 - PROPERTY TAXES Total:		3,680,692.00	3,680,692.00	1,009,658.54	3,171,813.07	-508,878.93	86.17 %
Category: 42 - SALES & USE TAXES							
01-000-4200	SALES TAX	241,094.00	241,094.00	25,525.92	94,507.32	-146,586.68	39.20 %
01-000-4202	MIXED DRINKS	4,100.00	4,100.00	370.56	472.69	-3,627.31	11.53 %
Category: 42 - SALES & USE TAXES Total:		245,194.00	245,194.00	25,896.48	94,980.01	-150,213.99	38.74 %
Category: 43 - FRANCHISE TAXES							
01-000-4300	FRANCHISE FEES - ELECTRIC	175,000.00	175,000.00	0.00	0.00	-175,000.00	0.00 %
01-000-4302	FRANCHISE FEES - GAS	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
01-000-4304	FRANCHISE FEES - COMMUNICATIO	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
01-000-4306	FRANCHISE FEES - CABLE	1,500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
Category: 43 - FRANCHISE TAXES Total:		271,500.00	271,500.00	0.00	0.00	-271,500.00	0.00 %
Category: 44 - LICENSES & PERMITS							
01-000-4400	BUILDING PERMITS	425,000.00	425,000.00	54,375.20	223,214.14	-201,785.86	52.52 %
01-000-4404	SPECIAL USE PERMIT	1,000.00	1,000.00	0.00	100.00	-900.00	10.00 %
01-000-4406	ALARM PERMITS	12,000.00	12,000.00	3,325.00	4,760.00	-7,240.00	39.67 %
Category: 44 - LICENSES & PERMITS Total:		438,000.00	438,000.00	57,700.20	228,074.14	-209,925.86	52.07 %
Category: 45 - INTERGOVERNMENTAL							
01-000-4530	STATE GRANTS	1,200.00	1,200.00	0.00	0.00	-1,200.00	0.00 %
Category: 45 - INTERGOVERNMENTAL Total:		1,200.00	1,200.00	0.00	0.00	-1,200.00	0.00 %
Category: 46 - CHARGES FOR SERVICES							
01-000-4602	PLATTING FEES	7,500.00	7,500.00	0.00	65,779.31	58,279.31	877.06 %
01-000-4604	FILING FEE	0.00	0.00	50.00	50.00	50.00	0.00 %
Category: 46 - CHARGES FOR SERVICES Total:		7,500.00	7,500.00	50.00	65,829.31	58,329.31	877.72 %
Category: 47 - FINES & FORFEITURES							
01-000-4700	COURT FINES	220,000.00	220,000.00	17,015.16	72,446.75	-147,553.25	32.93 %
Category: 47 - FINES & FORFEITURES Total:		220,000.00	220,000.00	17,015.16	72,446.75	-147,553.25	32.93 %
Category: 48 - INTEREST							
01-000-4800	INTEREST	44,700.00	44,700.00	83.02	473.34	-44,226.66	1.06 %
Category: 48 - INTEREST Total:		44,700.00	44,700.00	83.02	473.34	-44,226.66	1.06 %
Category: 49 - MISCELLANEOUS REVENUES							
01-000-4912	OTHER INCOME	4,000.00	4,000.00	729.80	1,442.19	-2,557.81	36.05 %
01-000-4920	CREDIT CARD FEES	1,000.00	1,000.00	24.15	196.75	-803.25	19.68 %
Category: 49 - MISCELLANEOUS REVENUES Total:		5,000.00	5,000.00	753.95	1,638.94	-3,361.06	32.78 %
Category: 50 - TRANSFERS IN							
01-000-5003	TRANSFER FROM WATER/WASTEW	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
01-000-5005	TRANSFER FROM SOLID WASTE FU	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Category: 50 - TRANSFERS IN Total:		50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:		4,963,786.00	4,963,786.00	1,111,157.35	3,635,255.56	-1,328,530.44	73.24 %
Revenue Total:		4,963,786.00	4,963,786.00	1,111,157.35	3,635,255.56	-1,328,530.44	73.24 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 100 - CITY COUNCIL							
Category: 81 - SUPPLIES							
01-100-8101	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00 %
01-100-8103	FOOD	2,000.00	2,000.00	5.98	248.34	1,751.66	12.42 %
01-100-8109	REPRODUCTION OUTSIDE	1,100.00	1,100.00	16.00	483.86	616.14	43.99 %
Category: 81 - SUPPLIES Total:		3,500.00	3,500.00	21.98	732.20	2,767.80	20.92 %
Category: 86 - SERVICES/SUNDRY							
01-100-8603	TRAVEL/TRAINING	6,000.00	6,000.00	95.00	335.00	5,665.00	5.58 %
01-100-8604	ASSOCIATIONS	2,050.00	2,050.00	1,595.85	2,197.85	-147.85	107.21 %
01-100-8605	PROFESSIONAL SERVICES	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
01-100-8614	PUBLICATIONS	1,500.00	1,500.00	0.00	18.49	1,481.51	1.23 %
01-100-8622	SPECIAL EVENTS	9,000.00	9,000.00	0.00	62.18	8,937.82	0.69 %
Category: 86 - SERVICES/SUNDRY Total:		27,550.00	27,550.00	1,690.85	2,613.52	24,936.48	9.49 %
Department: 100 - CITY COUNCIL Total:		31,050.00	31,050.00	1,712.83	3,345.72	27,704.28	10.78 %
Department: 120 - ADMINISTRATION							
Category: 80 - PERSONNEL							
01-120-8001	SALARY	228,323.00	228,323.00	17,564.13	78,619.98	149,703.02	34.43 %
01-120-8003	HOURLY	68,250.00	68,250.00	0.00	3,585.81	64,664.19	5.25 %
01-120-8007	CAR ALLOWANCE	3,600.00	3,600.00	276.92	1,246.14	2,353.86	34.62 %
01-120-8009	INSURANCE STIPEND	3,681.00	3,681.00	283.10	1,273.95	2,407.05	34.61 %
01-120-8013	OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-120-8019	MEDICARE	4,435.00	4,435.00	220.25	1,031.55	3,403.45	23.26 %
01-120-8023	TMRS	40,709.00	40,709.00	2,426.87	11,131.82	29,577.18	27.34 %
01-120-8025	HEALTH INSURANCE	59,678.00	59,678.00	2,976.50	12,634.96	47,043.04	21.17 %
01-120-8027	DENTAL INSURANCE	2,524.00	2,524.00	117.49	540.67	1,983.33	21.42 %
01-120-8029	LIFE INSURANCE	297.00	297.00	11.83	90.06	206.94	30.32 %
01-120-8031	UNEMPLOYMENT	788.00	788.00	222.47	222.47	565.53	28.23 %
Category: 80 - PERSONNEL Total:		414,285.00	414,285.00	24,099.56	110,377.41	303,907.59	26.64 %
Category: 81 - SUPPLIES							
01-120-8101	OFFICE SUPPLIES	7,500.00	7,500.00	219.58	2,053.48	5,446.52	27.38 %
01-120-8103	FOOD	600.00	600.00	0.00	800.00	-200.00	133.33 %
01-120-8108	POSTAGE	2,500.00	2,500.00	57.57	1,567.57	932.43	62.70 %
01-120-8109	REPRODUCTION OUTSIDE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-120-8116	FURNITURE, FIXTURE & OFFICE EQ	1,500.00	1,500.00	0.00	695.97	804.03	46.40 %
Category: 81 - SUPPLIES Total:		14,100.00	14,100.00	277.15	5,117.02	8,982.98	36.29 %
Category: 84 - MAINTENANCE							
01-120-8402	MACHINERY, TOOLS & EQUIPMENT	4,900.00	4,900.00	166.80	1,053.66	3,846.34	21.50 %
01-120-8404	SOFTWARE MAINTENANCE	17,700.00	17,700.00	0.00	23,465.35	-5,765.35	132.57 %
Category: 84 - MAINTENANCE Total:		22,600.00	22,600.00	166.80	24,519.01	-1,919.01	108.49 %
Category: 86 - SERVICES/SUNDRY							
01-120-8603	TRAVEL/TRAINING	9,050.00	9,050.00	0.00	240.00	8,810.00	2.65 %
01-120-8604	ASSOCIATIONS	2,640.00	2,640.00	0.00	80.00	2,560.00	3.03 %
01-120-8605	PROFESSIONAL SERVICES	65,400.00	65,400.00	1,898.38	20,179.73	45,220.27	30.86 %
01-120-8607	PRE-EMPLOYMENT TESTING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-120-8614	PUBLICATIONS	23,160.00	23,160.00	0.00	1,854.80	21,305.20	8.01 %
01-120-8620	UTILITIES - CELL PHONE	900.00	900.00	0.00	417.31	482.69	46.37 %
Category: 86 - SERVICES/SUNDRY Total:		102,150.00	102,150.00	1,898.38	22,771.84	79,378.16	22.29 %
Department: 120 - ADMINISTRATION Total:		553,135.00	553,135.00	26,441.89	162,785.28	390,349.72	29.43 %
Department: 130 - MUNICIPAL COURT							
Category: 80 - PERSONNEL							
01-130-8003	HOURLY	61,800.00	61,800.00	4,658.67	22,812.55	38,987.45	36.91 %
01-130-8013	OVERTIME	200.00	200.00	0.00	0.00	200.00	0.00 %
01-130-8019	MEDICARE	899.00	899.00	60.71	298.39	600.61	33.19 %
01-130-8023	TMRS	8,252.00	8,252.00	623.79	2,996.53	5,255.47	36.31 %
01-130-8025	HEALTH INSURANCE	16,289.00	16,289.00	1,254.94	5,473.29	10,815.71	33.60 %

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For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-130-8027	DENTAL INSURANCE	631.00	631.00	46.20	204.63	426.37	32.43 %
01-130-8029	LIFE INSURANCE	74.00	74.00	5.20	23.40	50.60	31.62 %
01-130-8031	UNEMPLOYMENT	225.00	225.00	66.99	66.99	158.01	29.77 %
Category: 80 - PERSONNEL Total:		88,370.00	88,370.00	6,716.50	31,875.78	56,494.22	36.07 %
Category: 81 - SUPPLIES							
01-130-8101	OFFICE SUPPLIES	500.00	500.00	0.00	172.31	327.69	34.46 %
01-130-8103	FOOD	150.00	150.00	0.00	0.00	150.00	0.00 %
01-130-8109	REPRODUCTION OUTSIDE	100.00	100.00	0.00	0.00	100.00	0.00 %
Category: 81 - SUPPLIES Total:		750.00	750.00	0.00	172.31	577.69	22.97 %
Category: 86 - SERVICES/SUNDRY							
01-130-8603	TRAVEL/TRAINING	500.00	500.00	0.00	0.00	500.00	0.00 %
01-130-8604	ASSOCIATIONS	275.00	275.00	0.00	202.25	72.75	73.55 %
01-130-8605	PROFESSIONAL SERVICES	104,200.00	104,200.00	690.00	29,167.21	75,032.79	27.99 %
Category: 86 - SERVICES/SUNDRY Total:		104,975.00	104,975.00	690.00	29,369.46	75,605.54	27.98 %
Department: 130 - MUNICIPAL COURT Total:		194,095.00	194,095.00	7,406.50	61,417.55	132,677.45	31.64 %
Department: 200 - POLICE							
Category: 80 - PERSONNEL							
01-200-8001	SALARY	269,585.00	269,585.00	20,677.78	92,585.96	176,999.04	34.34 %
01-200-8003	HOURLY	541,252.00	541,252.00	40,905.55	184,006.77	357,245.23	34.00 %
01-200-8013	OVERTIME	15,000.00	15,000.00	135.18	3,864.83	11,135.17	25.77 %
01-200-8019	MEDICARE	11,975.00	11,975.00	809.37	3,683.67	8,291.33	30.76 %
01-200-8023	TMRS	109,919.00	109,919.00	8,264.14	36,853.29	73,065.71	33.53 %
01-200-8025	HEALTH INSURANCE	120,630.00	120,630.00	10,778.42	40,409.77	80,220.23	33.50 %
01-200-8027	DENTAL INSURANCE	7,573.00	7,573.00	554.40	2,455.56	5,117.44	32.43 %
01-200-8029	LIFE INSURANCE	892.00	892.00	62.40	280.80	611.20	31.48 %
01-200-8031	UNEMPLOYMENT	2,700.00	2,700.00	893.15	893.15	1,806.85	33.08 %
Category: 80 - PERSONNEL Total:		1,079,526.00	1,079,526.00	83,080.39	365,033.80	714,492.20	33.81 %
Category: 81 - SUPPLIES							
01-200-8101	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	236.38	3,763.62	5.91 %
01-200-8103	FOOD	250.00	250.00	0.00	0.00	250.00	0.00 %
01-200-8104	UNIFORMS	8,800.00	8,800.00	17.55	17.55	8,782.45	0.20 %
01-200-8105	PROTECTIVE CLOTHING	3,400.00	3,400.00	0.00	0.00	3,400.00	0.00 %
01-200-8107	MINOR TOOLS & EQUIPMENT	15,000.00	15,000.00	275.81	4,501.47	10,498.53	30.01 %
01-200-8109	REPRODUCTION OUTSIDE	400.00	400.00	0.00	0.00	400.00	0.00 %
01-200-8111	FUEL	38,000.00	38,000.00	573.27	9,438.55	28,561.45	24.84 %
01-200-8113	COMPUTER HARDWARE/SOFTWAR	4,500.00	4,500.00	0.00	1,850.00	2,650.00	41.11 %
01-200-8115	COMMUNICATION SUPPLIES	5,000.00	5,000.00	1,068.98	1,068.98	3,931.02	21.38 %
01-200-8116	FURNITURE, FIXTURE & OFFICE EQ	2,150.00	2,150.00	0.00	0.00	2,150.00	0.00 %
01-200-8118	PUBLIC SAFETY	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
01-200-8119	INVESTIGATION SUPPLIES	1,000.00	1,000.00	32.50	32.50	967.50	3.25 %
01-200-8120	CRIME PREVENTION	2,000.00	2,000.00	657.02	657.02	1,342.98	32.85 %
Category: 81 - SUPPLIES Total:		91,000.00	91,000.00	2,625.13	17,802.45	73,197.55	19.56 %
Category: 84 - MAINTENANCE							
01-200-8401	VEHICLE MAINTENANCE	18,385.00	18,385.00	2,878.19	7,555.58	10,829.42	41.10 %
01-200-8402	MACHINERY, TOOLS & EQUIPMENT	2,100.00	2,100.00	148.89	666.15	1,433.85	31.72 %
01-200-8403	BUILDINGS & STRUCTURES MAINT	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-200-8404	SOFTWARE MAINTENANCE	17,310.00	17,310.00	0.00	900.00	16,410.00	5.20 %
Category: 84 - MAINTENANCE Total:		40,295.00	40,295.00	3,027.08	9,121.73	31,173.27	22.64 %
Category: 86 - SERVICES/SUNDRY							
01-200-8602	COMMUNICATIONS SERVICES	35,026.00	35,026.00	0.00	7,752.00	27,274.00	22.13 %
01-200-8603	TRAVEL/TRAINING	10,000.00	10,000.00	775.40	3,404.64	6,595.36	34.05 %
01-200-8604	ASSOCIATIONS	1,240.00	1,240.00	130.00	345.00	895.00	27.82 %
01-200-8605	PROFESSIONAL SERVICES	29,655.00	29,655.00	480.00	16,983.00	12,672.00	57.27 %
01-200-8607	PRE-EMPLOYMENT TESTING	3,000.00	3,000.00	135.31	135.31	2,864.69	4.51 %
01-200-8620	UTILITIES - CELL PHONE / AIRCARD	7,680.00	7,680.00	0.00	1,342.66	6,337.34	17.48 %
01-200-8624	TRAINING - STATE MANDATED	5,530.00	5,530.00	0.00	0.00	5,530.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-200-8625	TUITION REIMBURSEMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Category: 86 - SERVICES/SUNDRY Total:		93,631.00	93,631.00	1,520.71	29,962.61	63,668.39	32.00 %
Department: 200 - POLICE Total:		1,304,452.00	1,304,452.00	90,253.31	421,920.59	882,531.41	32.34 %
Department: 250 - FIRE							
Category: 80 - PERSONNEL							
01-250-8005	PART-TIME	497,280.00	497,280.00	34,659.00	153,769.10	343,510.90	30.92 %
01-250-8019	MEDICARE	7,211.00	7,211.00	502.53	2,229.61	4,981.39	30.92 %
01-250-8021	SOCIAL SECURITY	30,831.00	30,831.00	2,148.83	9,533.61	21,297.39	30.92 %
01-250-8029	LIFE INSURANCE	7,500.00	7,500.00	0.00	6,307.00	1,193.00	84.09 %
01-250-8031	UNEMPLOYMENT	9,000.00	9,000.00	554.52	1,050.70	7,949.30	11.67 %
Category: 80 - PERSONNEL Total:		551,822.00	551,822.00	37,864.88	172,890.02	378,931.98	31.33 %
Category: 81 - SUPPLIES							
01-250-8101	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	31.32	1,468.68	2.09 %
01-250-8102	JANITORIAL	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-250-8103	FOOD	1,000.00	1,000.00	135.66	300.40	699.60	30.04 %
01-250-8104	UNIFORMS	7,490.00	7,490.00	0.00	694.28	6,795.72	9.27 %
01-250-8105	PROTECTIVE CLOTHING	39,000.00	39,000.00	0.00	2,856.77	36,143.23	7.33 %
01-250-8106	CHEMICAL, MEDICAL, SURGICAL	5,500.00	5,500.00	0.00	884.95	4,615.05	16.09 %
01-250-8107	MINOR TOOLS & EQUIPMENT	13,000.00	13,000.00	135.35	2,652.63	10,347.37	20.40 %
01-250-8109	REPRODUCTION OUTSIDE	200.00	200.00	0.00	0.00	200.00	0.00 %
01-250-8111	FUEL	15,000.00	15,000.00	0.00	1,859.50	13,140.50	12.40 %
01-250-8113	COMPUTER HARDWARE/SOFTWAR	1,000.00	1,000.00	0.00	599.00	401.00	59.90 %
Category: 81 - SUPPLIES Total:		85,690.00	85,690.00	271.01	9,878.85	75,811.15	11.53 %
Category: 84 - MAINTENANCE							
01-250-8401	VEHICLE MAINTENANCE	15,000.00	15,000.00	4,517.45	12,242.56	2,757.44	81.62 %
01-250-8402	MACHINERY, TOOLS & EQUIPMENT	7,500.00	7,500.00	0.00	4,316.74	3,183.26	57.56 %
01-250-8403	BUILDINGS & STRUCTURES MAINT	1,500.00	1,500.00	400.00	666.17	833.83	44.41 %
01-250-8404	SOFTWARE MAINTENANCE	7,660.00	7,660.00	287.98	2,784.68	4,875.32	36.35 %
Category: 84 - MAINTENANCE Total:		31,660.00	31,660.00	5,205.43	20,010.15	11,649.85	63.20 %
Category: 86 - SERVICES/SUNDRY							
01-250-8602	COMMUNICATIONS SERVICES	102,000.00	102,000.00	12,487.25	31,663.25	70,336.75	31.04 %
01-250-8603	TRAVEL/TRAINING	6,000.00	6,000.00	230.00	2,320.68	3,679.32	38.68 %
01-250-8604	ASSOCIATIONS	4,150.00	4,150.00	0.00	1,063.69	3,086.31	25.63 %
01-250-8605	PROFESSIONAL SERVICES	19,280.00	19,280.00	2,996.92	4,495.38	14,784.62	23.32 %
01-250-8607	PRE-EMPLOYMENT TESTING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-250-8611	STIPEND	2,190.00	2,190.00	720.00	4,620.00	-2,430.00	210.96 %
01-250-8616	UTILITIES - GAS	6,300.00	6,300.00	810.64	1,866.73	4,433.27	29.63 %
01-250-8620	UTILITIES - CELL PHONE / AIRCARD	1,500.00	1,500.00	157.46	961.64	538.36	64.11 %
01-250-8621	UTILITIES - TV	1,260.00	1,260.00	102.94	514.70	745.30	40.85 %
Category: 86 - SERVICES/SUNDRY Total:		144,680.00	144,680.00	17,505.21	47,506.07	97,173.93	32.84 %
Department: 250 - FIRE Total:		813,852.00	813,852.00	60,846.53	250,285.09	563,566.91	30.75 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & CODE							
Category: 80 - PERSONNEL							
01-300-8001	SALARY	51,870.00	51,870.00	3,990.00	17,860.00	34,010.00	34.43 %
01-300-8003	HOURLY	84,824.00	84,824.00	6,524.98	29,246.73	55,577.27	34.48 %
01-300-8013	OVERTIME	3,000.00	3,000.00	133.57	188.36	2,811.64	6.28 %
01-300-8019	MEDICARE	2,026.00	2,026.00	134.29	596.35	1,429.65	29.43 %
01-300-8023	TMRS	18,593.00	18,593.00	1,425.86	6,215.63	12,377.37	33.43 %
01-300-8025	HEALTH INSURANCE	23,780.00	23,780.00	1,797.46	7,885.38	15,894.62	33.16 %
01-300-8027	DENTAL INSURANCE	1,262.00	1,262.00	92.46	409.40	852.60	32.44 %
01-300-8029	LIFE INSURANCE	149.00	149.00	10.41	46.89	102.11	31.47 %
01-300-8031	UNEMPLOYMENT	450.00	450.00	148.09	148.09	301.91	32.91 %
Category: 80 - PERSONNEL Total:		185,954.00	185,954.00	14,257.12	62,596.83	123,357.17	33.66 %
Category: 81 - SUPPLIES							
01-300-8101	OFFICE SUPPLIES	400.00	400.00	0.00	50.53	349.47	12.63 %
01-300-8103	FOOD	750.00	750.00	0.00	135.84	614.16	18.11 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-300-8104</u>	UNIFORMS	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-300-8107</u>	MINOR TOOLS & EQUIPMENT	200.00	200.00	0.00	166.49	33.51	83.25 %
<u>01-300-8109</u>	REPRODUCTION OUTSIDE	625.00	625.00	0.00	299.08	325.92	47.85 %
<u>01-300-8111</u>	FUEL	3,000.00	3,000.00	0.00	241.35	2,758.65	8.05 %
Category: 81 - SUPPLIES Total:		5,475.00	5,475.00	0.00	893.29	4,581.71	16.32 %
Category: 84 - MAINTENANCE							
<u>01-300-8401</u>	VEHICLE MAINTENANCE	4,000.00	4,000.00	70.38	266.24	3,733.76	6.66 %
<u>01-300-8404</u>	SOFTWARE MAINTENANCE	7,200.00	7,200.00	600.00	2,400.00	4,800.00	33.33 %
Category: 84 - MAINTENANCE Total:		11,200.00	11,200.00	670.38	2,666.24	8,533.76	23.81 %
Category: 86 - SERVICES/SUNDRY							
<u>01-300-8603</u>	TRAVEL/TRAINING	2,650.00	2,650.00	0.00	170.00	2,480.00	6.42 %
<u>01-300-8604</u>	ASSOCIATIONS	1,195.00	1,195.00	110.00	110.00	1,085.00	9.21 %
<u>01-300-8607</u>	PRE-EMPLOYMENT TESTING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>01-300-8620</u>	UTILITIES - CELL PHONE	1,200.00	1,200.00	0.00	115.48	1,084.52	9.62 %
Category: 86 - SERVICES/SUNDRY Total:		6,045.00	6,045.00	110.00	395.48	5,649.52	6.54 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & COD		208,674.00	208,674.00	15,037.50	66,551.84	142,122.16	31.89 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STREETS							
Category: 80 - PERSONNEL							
<u>01-310-8003</u>	HOURLY	106,411.00	106,411.00	8,185.29	36,678.94	69,732.06	34.47 %
<u>01-310-8013</u>	OVERTIME	1,500.00	1,500.00	287.11	529.84	970.16	35.32 %
<u>01-310-8019</u>	MEDICARE	1,565.00	1,565.00	108.64	476.96	1,088.04	30.48 %
<u>01-310-8023</u>	TMRS	14,363.00	14,363.00	1,134.46	4,890.33	9,472.67	34.05 %
<u>01-310-8025</u>	HEALTH INSURANCE	21,237.00	21,237.00	1,808.98	7,719.60	13,517.40	36.35 %
<u>01-310-8027</u>	DENTAL INSURANCE	1,578.00	1,578.00	92.38	409.31	1,168.69	25.94 %
<u>01-310-8029</u>	LIFE INSURANCE	186.00	186.00	10.42	46.78	139.22	25.15 %
<u>01-310-8031</u>	UNEMPLOYMENT	563.00	563.00	119.96	119.96	443.04	21.31 %
Category: 80 - PERSONNEL Total:		147,403.00	147,403.00	11,747.24	50,871.72	96,531.28	34.51 %
Category: 81 - SUPPLIES							
<u>01-310-8101</u>	OFFICE SUPPLIES	250.00	250.00	0.00	66.00	184.00	26.40 %
<u>01-310-8104</u>	UNIFORMS	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-310-8107</u>	MINOR TOOLS & EQUIPMENT	25,000.00	25,000.00	1,003.48	1,565.85	23,434.15	6.26 %
<u>01-310-8111</u>	FUEL	12,000.00	12,000.00	0.00	1,464.06	10,535.94	12.20 %
Category: 81 - SUPPLIES Total:		37,750.00	37,750.00	1,003.48	3,095.91	34,654.09	8.20 %
Category: 84 - MAINTENANCE							
<u>01-310-8401</u>	VEHICLE MAINTENANCE	2,400.00	2,400.00	0.00	69.85	2,330.15	2.91 %
<u>01-310-8402</u>	MACHINERY, TOOLS & EQUIPMENT	2,400.00	2,400.00	0.00	13.29	2,386.71	0.55 %
<u>01-310-8405</u>	LAND MAINTENANCE	1,000.00	1,000.00	0.00	12.81	987.19	1.28 %
Category: 84 - MAINTENANCE Total:		5,800.00	5,800.00	0.00	95.95	5,704.05	1.65 %
Category: 86 - SERVICES/SUNDRY							
<u>01-310-8605</u>	PROFESSIONAL SERVICES	162,000.00	162,000.00	6,720.23	25,557.22	136,442.78	15.78 %
Category: 86 - SERVICES/SUNDRY Total:		162,000.00	162,000.00	6,720.23	25,557.22	136,442.78	15.78 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STR		352,953.00	352,953.00	19,470.95	79,620.80	273,332.20	22.56 %
Department: 900 - NON-DEPARTMENTAL							
Category: 81 - SUPPLIES							
<u>01-900-8102</u>	JANITORIAL SUPPLIES	4,500.00	4,500.00	1,142.33	2,649.45	1,850.55	58.88 %
Category: 81 - SUPPLIES Total:		4,500.00	4,500.00	1,142.33	2,649.45	1,850.55	58.88 %
Category: 84 - MAINTENANCE							
<u>01-900-8403</u>	BUILDINGS & STRUCTURES MAINTENANCE	30,300.00	30,300.00	1,450.00	2,335.78	27,964.22	7.71 %
<u>01-900-8404</u>	SOFTWARE MAINTENANCE	1,900.00	1,900.00	0.00	0.00	1,900.00	0.00 %
Category: 84 - MAINTENANCE Total:		32,200.00	32,200.00	1,450.00	2,335.78	29,864.22	7.25 %
Category: 86 - SERVICES/SUNDRY							
<u>01-900-8601</u>	IT SERVICES	63,200.00	63,200.00	4,679.31	22,149.38	41,050.62	35.05 %
<u>01-900-8603</u>	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>01-900-8605</u>	PROFESSIONAL SERVICES	221,140.00	221,140.00	10,166.13	143,856.99	77,283.01	65.05 %
<u>01-900-8609</u>	UTILITIES - ELECTRIC	35,000.00	35,000.00	2,777.36	10,126.93	24,873.07	28.93 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-900-8610	UTILITIES - PHONE / INTERNET	12,500.00	12,500.00	412.57	4,037.57	8,462.43	32.30 %
01-900-8621	UTILITIES - TV	420.00	420.00	34.28	137.12	282.88	32.65 %
01-900-8640	BUILDING RENTAL	28,980.00	28,980.00	0.00	9,660.00	19,320.00	33.33 %
Category: 86 - SERVICES/SUNDRY Total:		363,740.00	363,740.00	18,069.65	189,967.99	173,772.01	52.23 %
Category: 88 - TRANSFER OUT							
01-900-8822	TRANSFER TO EQUIPMENT REPLAC	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
01-900-8829	TRANSFER TO PARKS FUND	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-900-8861	TRANSFER TO STREET CONSTRUCTI	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
01-900-8863	TRANSFER TO DRAINAGE IMPROVE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
01-900-8865	TRANSFER TO FACILITY IMPROVEM	350,000.00	350,000.00	0.00	0.00	350,000.00	0.00 %
Category: 88 - TRANSFER OUT Total:		1,105,000.00	1,105,000.00	0.00	0.00	1,105,000.00	0.00 %
Category: 89 - CAPITAL							
01-900-8902	HARDWARE/SOFTWARE	0.00	0.00	15,643.19	95,185.47	-95,185.47	0.00 %
Category: 89 - CAPITAL Total:		0.00	0.00	15,643.19	95,185.47	-95,185.47	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:		1,505,440.00	1,505,440.00	36,305.17	290,138.69	1,215,301.31	19.27 %
Expense Total:		4,963,651.00	4,963,651.00	257,474.68	1,336,065.56	3,627,585.44	26.92 %
Fund: 01 - GENERAL FUND Surplus (Deficit):		135.00	135.00	853,682.67	2,299,190.00	2,299,055.00	13,103.70 %
Fund: 03 - WATER/WASTEWATER FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 46 - CHARGES FOR SERVICES							
03-000-4620	WATER SALES	3,090,000.00	3,090,000.00	160,768.73	1,036,712.67	-2,053,287.33	33.55 %
03-000-4622	METER SET FEE	145,000.00	145,000.00	23,000.00	71,000.00	-74,000.00	48.97 %
03-000-4624	ACOUNT SET UP FEES	12,500.00	12,500.00	2,050.00	4,950.00	-7,550.00	39.60 %
03-000-4626	RECONNECT FEE	100.00	100.00	0.00	100.00	0.00	100.00 %
03-000-4628	UTILITY IMPACT FEE	0.00	0.00	0.00	51,206.35	51,206.35	0.00 %
03-000-4630	SEWER SERVICE	380,000.00	380,000.00	32,629.24	130,720.77	-249,279.23	34.40 %
03-000-4632	SEWER TAP FEE	18,000.00	18,000.00	5,000.00	12,000.00	-6,000.00	66.67 %
Category: 46 - CHARGES FOR SERVICES Total:		3,645,600.00	3,645,600.00	223,447.97	1,306,689.79	-2,338,910.21	35.84 %
Category: 48 - INTEREST							
03-000-4800	INTEREST	5,000.00	5,000.00	41.22	235.19	-4,764.81	4.70 %
Category: 48 - INTEREST Total:		5,000.00	5,000.00	41.22	235.19	-4,764.81	4.70 %
Category: 49 - MISCELLANEOUS REVENUES							
03-000-4904	LATE FEES	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
03-000-4912	OTHER INCOME	20,000.00	20,000.00	0.00	3,000.00	-17,000.00	15.00 %
Category: 49 - MISCELLANEOUS REVENUES Total:		35,000.00	35,000.00	0.00	3,000.00	-32,000.00	8.57 %
Department: 000 - NON-DEPARTMENTAL Total:		3,685,600.00	3,685,600.00	223,489.19	1,309,924.98	-2,375,675.02	35.54 %
Revenue Total:		3,685,600.00	3,685,600.00	223,489.19	1,309,924.98	-2,375,675.02	35.54 %
Expense							
Department: 600 - WATER							
Category: 80 - PERSONNEL							
03-600-8001	SALARY	181,913.00	181,913.00	14,102.09	63,071.83	118,841.17	34.67 %
03-600-8003	HOURLY	202,819.00	202,819.00	11,549.90	55,285.29	147,533.71	27.26 %
03-600-8007	CAR ALLOWANCE	3,600.00	3,600.00	276.92	1,246.14	2,353.86	34.62 %
03-600-8009	INSURANCE STIPEND	3,681.00	3,681.00	283.08	1,273.86	2,407.14	34.61 %
03-600-8013	OVERTIME	4,000.00	4,000.00	421.78	671.71	3,328.29	16.79 %
03-600-8019	MEDICARE	5,742.00	5,742.00	345.78	1,576.78	4,165.22	27.46 %
03-600-8023	TMRS	52,709.00	52,709.00	3,566.18	15,971.36	36,737.64	30.30 %
03-600-8025	HEALTH INSURANCE	71,926.00	71,926.00	4,925.16	19,971.22	51,954.78	27.77 %
03-600-8027	DENTAL INSURANCE	4,102.00	4,102.00	232.86	1,051.72	3,050.28	25.64 %
03-600-8029	LIFE INSURANCE	483.00	483.00	24.77	148.31	334.69	30.71 %
03-600-8031	UNEMPLOYMENT	1,350.00	1,350.00	361.07	361.07	988.93	26.75 %
Category: 80 - PERSONNEL Total:		532,325.00	532,325.00	36,089.59	160,629.29	371,695.71	30.18 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 81 - SUPPLIES							
03-600-8101	OFFICE SUPPLIES	1,200.00	1,200.00	0.00	43.48	1,156.52	3.62 %
03-600-8103	FOOD	500.00	500.00	0.00	0.00	500.00	0.00 %
03-600-8104	UNIFORMS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
03-600-8107	MINOR TOOLS & EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
03-600-8108	POSTAGE	2,500.00	2,500.00	0.00	1,510.00	990.00	60.40 %
03-600-8109	REPRODUCTION OUTSIDE	18,650.00	18,650.00	0.00	3,055.53	15,594.47	16.38 %
03-600-8111	FUEL	9,000.00	9,000.00	0.00	1,423.94	7,576.06	15.82 %
Category: 81 - SUPPLIES Total:		33,850.00	33,850.00	0.00	6,032.95	27,817.05	17.82 %
Category: 84 - MAINTENANCE							
03-600-8401	VEHICLE MAINTENANCE	5,000.00	5,000.00	434.79	1,862.53	3,137.47	37.25 %
03-600-8402	MACHINERY, TOOLS & EQUIPMENT	2,850.00	2,850.00	136.00	136.00	2,714.00	4.77 %
03-600-8404	SOFTWARE MAINTENANCE	39,300.00	39,300.00	378.00	6,733.00	32,567.00	17.13 %
03-600-8406	WATER MAINS	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
03-600-8407	PLANT, TOWERS, WELLS, PUMPS	5,000.00	5,000.00	0.00	1,388.31	3,611.69	27.77 %
03-600-8408	METER/METER BOX	26,250.00	26,250.00	0.00	35,308.08	-9,058.08	134.51 %
03-600-8409	SERVICE LINES	10,000.00	10,000.00	0.00	3,933.16	6,066.84	39.33 %
Category: 84 - MAINTENANCE Total:		95,900.00	95,900.00	948.79	49,361.08	46,538.92	51.47 %
Category: 86 - SERVICES/SUNDRY							
03-600-8603	TRAVEL/TRAINING	4,550.00	4,550.00	0.00	1,730.00	2,820.00	38.02 %
03-600-8604	ASSOCIATIONS	1,410.00	1,410.00	0.00	0.00	1,410.00	0.00 %
03-600-8605	PROFESSIONAL SERVICES	5,500.00	5,500.00	0.00	4,934.14	565.86	89.71 %
03-600-8608	WATER PURCHASE	1,830,940.00	1,830,940.00	147,776.11	590,993.35	1,239,946.65	32.28 %
03-600-8615	UTILITIES - ELECTRIC	35,000.00	35,000.00	2,945.48	10,105.05	24,894.95	28.87 %
03-600-8620	UTILITIES - CELL PHONE	6,200.00	6,200.00	0.00	910.27	5,289.73	14.68 %
Category: 86 - SERVICES/SUNDRY Total:		1,883,600.00	1,883,600.00	150,721.59	608,672.81	1,274,927.19	32.31 %
Category: 89 - CAPITAL							
03-600-8935	METER/METER BOXES	47,250.00	47,250.00	0.00	0.00	47,250.00	0.00 %
Category: 89 - CAPITAL Total:		47,250.00	47,250.00	0.00	0.00	47,250.00	0.00 %
Department: 600 - WATER Total:		2,592,925.00	2,592,925.00	187,759.97	824,696.13	1,768,228.87	31.81 %
Department: 610 - WASTEWATER							
Category: 80 - PERSONNEL							
03-610-8003	HOURLY	16,468.00	16,468.00	1,266.72	5,670.07	10,797.93	34.43 %
03-610-8013	OVERTIME	500.00	500.00	59.37	129.49	370.51	25.90 %
03-610-8019	MEDICARE	246.00	246.00	17.73	77.51	168.49	31.51 %
03-610-8023	TMRS	2,258.00	2,258.00	177.55	762.23	1,495.77	33.76 %
03-610-8025	HEALTH INSURANCE	3,912.00	3,912.00	281.84	1,237.79	2,674.21	31.64 %
03-610-8027	DENTAL INSURANCE	316.00	316.00	23.08	102.27	213.73	32.36 %
03-610-8029	LIFE INSURANCE	37.00	37.00	2.59	11.68	25.32	31.57 %
03-610-8031	UNEMPLOYMENT	113.00	113.00	19.57	19.57	93.43	17.32 %
Category: 80 - PERSONNEL Total:		23,850.00	23,850.00	1,848.45	8,010.61	15,839.39	33.59 %
Category: 81 - SUPPLIES							
03-610-8107	MINOR TOOLS & EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 81 - SUPPLIES Total:		500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 84 - MAINTENANCE							
03-610-8407	PLANT, TOWERS, WELLS, PUMPS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Category: 84 - MAINTENANCE Total:		2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Category: 86 - SERVICES/SUNDRY							
03-610-8609	WASTEWATER TREATMENT	368,000.00	368,000.00	24,282.21	95,993.19	272,006.81	26.09 %
03-610-8615	UTILITIES - ELECTRIC	3,000.00	3,000.00	210.29	766.32	2,233.68	25.54 %
Category: 86 - SERVICES/SUNDRY Total:		371,000.00	371,000.00	24,492.50	96,759.51	274,240.49	26.08 %
Department: 610 - WASTEWATER Total:		397,850.00	397,850.00	26,340.95	104,770.12	293,079.88	26.33 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 900 - NON-DEPARTMENTAL							
Category: 84 - MAINTENANCE							
03-900-8402	MACHINERY, TOOLS & EQUIPMENT	4,490.00	4,490.00	166.79	1,053.63	3,436.37	23.47 %
Category: 84 - MAINTENANCE Total:		4,490.00	4,490.00	166.79	1,053.63	3,436.37	23.47 %
Category: 86 - SERVICES/SUNDRY							
03-900-8605	PROFESSIONAL SERVICES	82,000.00	82,000.00	2,010.00	12,380.55	69,619.45	15.10 %
Category: 86 - SERVICES/SUNDRY Total:		82,000.00	82,000.00	2,010.00	12,380.55	69,619.45	15.10 %
Category: 88 - TRANSFER OUT							
03-900-8801	TRANSFER TO GENERAL FUND	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
03-900-8822	TRANSFER TO EQUIPMENT REPLAC	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
03-900-8841	TRANSFER TO REVENUE BOND I&S	554,702.00	554,702.00	0.00	0.00	554,702.00	0.00 %
Category: 88 - TRANSFER OUT Total:		604,702.00	604,702.00	0.00	0.00	604,702.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:		691,192.00	691,192.00	2,176.79	13,434.18	677,757.82	1.94 %
Expense Total:		3,681,967.00	3,681,967.00	216,277.71	942,900.43	2,739,066.57	25.61 %
Fund: 03 - WATER/WASTEWATER FUND Surplus (Deficit):		3,633.00	3,633.00	7,211.48	367,024.55	363,391.55	0.10252 %
Fund: 05 - SOLID WASTE FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 46 - CHARGES FOR SERVICES							
05-000-4640	SOLID WASTE FEE	294,800.00	294,800.00	34,967.48	150,990.51	-143,809.49	51.22 %
05-000-4642	RECYCLING FEE	112,464.00	112,464.00	0.00	0.00	-112,464.00	0.00 %
Category: 46 - CHARGES FOR SERVICES Total:		407,264.00	407,264.00	34,967.48	150,990.51	-256,273.49	37.07 %
Category: 49 - MISCELLANEOUS REVENUES							
05-000-4912	OTHER INCOME	30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
Category: 49 - MISCELLANEOUS REVENUES Total:		30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:		437,792.00	437,792.00	34,967.48	150,990.51	-286,801.49	34.49 %
Revenue Total:		437,792.00	437,792.00	34,967.48	150,990.51	-286,801.49	34.49 %
Expense							
Department: 620 - SOLID WASTE							
Category: 86 - SERVICES/SUNDRY							
05-620-8605	PROFESSIONAL SERVICES	407,264.00	407,264.00	0.00	101,100.69	306,163.31	24.82 %
Category: 86 - SERVICES/SUNDRY Total:		407,264.00	407,264.00	0.00	101,100.69	306,163.31	24.82 %
Category: 88 - TRANSFER OUT							
05-620-8801	TRANSFER TO GENERAL FUND	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Category: 88 - TRANSFER OUT Total:		25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 620 - SOLID WASTE Total:		432,264.00	432,264.00	0.00	101,100.69	331,163.31	23.39 %
Expense Total:		432,264.00	432,264.00	0.00	101,100.69	331,163.31	23.39 %
Fund: 05 - SOLID WASTE FUND Surplus (Deficit):		5,528.00	5,528.00	34,967.48	49,889.82	44,361.82	902.49 %
Fund: 21 - LAW ENFORCEMENT FUND							
Expense							
Department: 220 - POLICE SPECIAL OPERATIONS							
Category: 81 - SUPPLIES							
21-220-8107	MINOR TOOLS & EQUIPMENT	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Category: 81 - SUPPLIES Total:		7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Department: 220 - POLICE SPECIAL OPERATIONS Total:		7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Expense Total:		7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Fund: 21 - LAW ENFORCEMENT FUND Total:		7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
22-000-5001	TRANSFER FROM GENERAL FUND	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
22-000-5003	TRANSFER FROM WATER/WASTEW	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
	Category: 50 - TRANSFERS IN Total:	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
	Revenue Total:	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
Expense							
	Department: 900 - NON-DEPARTMENTAL						
	Category: 89 - CAPITAL						
22-900-8903	MOTOR VEHICLES	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
	Category: 89 - CAPITAL Total:	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
	Department: 900 - NON-DEPARTMENTAL Total:	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
	Expense Total:	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
	Fund: 22 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	209,400.00	209,400.00	0.00	-36,218.45	-245,618.45	-17.30 %
Fund: 23 - COURT SECURITY FUND							
Revenue							
	Department: 000 - NON-DEPARTMENTAL						
	Category: 47 - FINES & FORFEITURES						
23-000-4702	SECURITY FEE	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
	Category: 47 - FINES & FORFEITURES Total:	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
	Department: 000 - NON-DEPARTMENTAL Total:	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
	Revenue Total:	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
Expense							
	Department: 900 - NON-DEPARTMENTAL						
	Category: 81 - SUPPLIES						
23-900-8107	MINOR TOOLS & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
23-900-8113	COMPUTER HARDWARE/SOFTWAR	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
	Category: 81 - SUPPLIES Total:	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
	Category: 86 - SERVICES/SUNDRY						
23-900-8603	TRAVEL/TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Category: 86 - SERVICES/SUNDRY Total:	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Department: 900 - NON-DEPARTMENTAL Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
	Expense Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
	Fund: 23 - COURT SECURITY FUND Surplus (Deficit):	-1,200.00	-1,200.00	388.78	1,554.68	2,754.68	-129.56 %
Fund: 24 - COURT TECHNOLOGY FUND							
Revenue							
	Department: 000 - NON-DEPARTMENTAL						
	Category: 47 - FINES & FORFEITURES						
24-000-4704	TECHNOLOGY FEE	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
	Category: 47 - FINES & FORFEITURES Total:	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
	Department: 000 - NON-DEPARTMENTAL Total:	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
	Revenue Total:	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
Expense							
	Department: 900 - NON-DEPARTMENTAL						
	Category: 81 - SUPPLIES						
24-900-8101	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	0.00 %
24-900-8107	MINOR TOOLS & EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	Category: 81 - SUPPLIES Total:	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 84 - MAINTENANCE							
<u>24-900-8404</u>	SOFTWARE MAINTENANCE	5,100.00	5,100.00	1,632.00	3,921.03	1,178.97	76.88 %
	Category: 84 - MAINTENANCE Total:	5,100.00	5,100.00	1,632.00	3,921.03	1,178.97	76.88 %
	Department: 900 - NON-DEPARTMENTAL Total:	8,300.00	8,300.00	1,632.00	3,921.03	4,378.97	47.24 %
	Expense Total:	8,300.00	8,300.00	1,632.00	3,921.03	4,378.97	47.24 %
	Fund: 24 - COURT TECHNOLOGY FUND Surplus (Deficit):	-4,700.00	-4,700.00	-1,303.94	-2,590.66	2,109.34	55.12 %
Fund: 25 - CHILD SAFETY FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 47 - FINES & FORFEITURES							
<u>25-000-4706</u>	CHILD SAFETY FEE	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
	Category: 47 - FINES & FORFEITURES Total:	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
	Department: 000 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
	Revenue Total:	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 81 - SUPPLIES							
<u>25-900-8107</u>	MINOR TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Category: 81 - SUPPLIES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Department: 900 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Expense Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Fund: 25 - CHILD SAFETY FUND Surplus (Deficit):	0.00	0.00	0.00	1,607.67	1,607.67	0.00 %
Fund: 26 - POLICE DONATIONS FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 49 - MISCELLANEOUS REVENUES							
<u>26-000-4900</u>	DONATIONS	250.00	250.00	0.00	1,000.00	750.00	400.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	250.00	250.00	0.00	1,000.00	750.00	400.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	250.00	250.00	0.00	1,000.00	750.00	400.00 %
	Revenue Total:	250.00	250.00	0.00	1,000.00	750.00	400.00 %
Expense							
Department: 230 - POLICE DONATIONS							
Category: 81 - SUPPLIES							
<u>26-230-8107</u>	MINOR TOOLS & EQUIPMENT	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
	Category: 81 - SUPPLIES Total:	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
	Department: 230 - POLICE DONATIONS Total:	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
	Expense Total:	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
	Fund: 26 - POLICE DONATIONS FUND Surplus (Deficit):	-8,255.00	-8,255.00	0.00	-2,938.50	5,316.50	35.60 %
Fund: 27 - FIRE DONATIONS FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 48 - INTEREST							
<u>27-000-4800</u>	INTEREST	180.00	180.00	0.00	0.00	-180.00	0.00 %
	Category: 48 - INTEREST Total:	180.00	180.00	0.00	0.00	-180.00	0.00 %
Category: 49 - MISCELLANEOUS REVENUES							
<u>27-000-4900</u>	DONATIONS	2,000.00	2,000.00	500.00	500.00	-1,500.00	25.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	2,000.00	2,000.00	500.00	500.00	-1,500.00	25.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	2,180.00	2,180.00	500.00	500.00	-1,680.00	22.94 %
	Revenue Total:	2,180.00	2,180.00	500.00	500.00	-1,680.00	22.94 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 280 - FIRE DONATIONS							
Category: 81 - SUPPLIES							
<u>27-280-8104</u>	UNIFORMS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
<u>27-280-8105</u>	PROTECTIVE CLOTHING	14,200.00	14,200.00	0.00	3,113.13	11,086.87	21.92 %
<u>27-280-8107</u>	MINOR TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	10.32	4,989.68	0.21 %
Category: 81 - SUPPLIES Total:		29,200.00	29,200.00	0.00	3,123.45	26,076.55	10.70 %
Category: 84 - MAINTENANCE							
<u>27-280-8402</u>	MACHINERY, TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 84 - MAINTENANCE Total:		5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 89 - CAPITAL							
<u>27-280-8904</u>	MACHINES, TOOLS & IMPLEMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Category: 89 - CAPITAL Total:		30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 280 - FIRE DONATIONS Total:		64,200.00	64,200.00	0.00	3,123.45	61,076.55	4.87 %
Expense Total:		64,200.00	64,200.00	0.00	3,123.45	61,076.55	4.87 %
Fund: 27 - FIRE DONATIONS FUND Surplus (Deficit):		-62,020.00	-62,020.00	500.00	-2,623.45	59,396.55	4.23 %
Fund: 29 - PARKS FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 49 - MISCELLANEOUS REVENUES							
<u>29-000-4900</u>	DONATIONS	5,000.00	5,000.00	0.00	500.00	-4,500.00	10.00 %
Category: 49 - MISCELLANEOUS REVENUES Total:		5,000.00	5,000.00	0.00	500.00	-4,500.00	10.00 %
Category: 50 - TRANSFERS IN							
<u>29-000-5001</u>	TRANSFER FROM GENERAL FUND	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Category: 50 - TRANSFERS IN Total:		5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:		10,000.00	10,000.00	0.00	500.00	-9,500.00	5.00 %
Revenue Total:		10,000.00	10,000.00	0.00	500.00	-9,500.00	5.00 %
Expense							
Department: 320 - PARKS, RECREATION & OPEN SPACE							
Category: 81 - SUPPLIES							
<u>29-320-8103</u>	FOOD	300.00	300.00	0.00	0.00	300.00	0.00 %
Category: 81 - SUPPLIES Total:		300.00	300.00	0.00	0.00	300.00	0.00 %
Category: 84 - MAINTENANCE							
<u>29-320-8405</u>	LAND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 84 - MAINTENANCE Total:		1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 86 - SERVICES/SUNDRY							
<u>29-320-8604</u>	ASSOCIATIONS	200.00	200.00	0.00	0.00	200.00	0.00 %
<u>29-320-8622</u>	SPECIAL EVENTS	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00 %
Category: 86 - SERVICES/SUNDRY Total:		8,700.00	8,700.00	0.00	0.00	8,700.00	0.00 %
Department: 320 - PARKS, RECREATION & OPEN SPACE Total:		10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Expense Total:		10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Fund: 29 - PARKS FUND Surplus (Deficit):		0.00	0.00	0.00	500.00	500.00	0.00 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 41 - PROPERTY TAXES							
<u>40-000-4100</u>	PROPERTY TAX - CURRENT	402,066.00	402,066.00	111,503.95	349,687.90	-52,378.10	86.97 %
<u>40-000-4102</u>	PROPERTY TAX - DELINQUENT	4,981.00	4,981.00	74.49	1,075.75	-3,905.25	21.60 %
<u>40-000-4104</u>	PENALTY & INTEREST	2,000.00	2,000.00	25.31	220.68	-1,779.32	11.03 %
Category: 41 - PROPERTY TAXES Total:		409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %
Department: 000 - NON-DEPARTMENTAL Total:		409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %
Revenue Total:		409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 87 - DEBT SERVICE							
40-900-8701	PRINCIPAL	369,725.00	369,725.00	369,725.00	369,725.00	0.00	100.00 %
40-900-8703	INTEREST	49,284.00	49,284.00	27,073.20	27,073.20	22,210.80	54.93 %
40-900-8705	PAYING AGENT FEES	1,500.00	1,500.00	64.62	64.62	1,435.38	4.31 %
Category: 87 - DEBT SERVICE Total:		420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Department: 900 - NON-DEPARTMENTAL Total:		420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Expense Total:		420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE Surplus (Deficit):		-11,462.00	-11,462.00	-285,259.07	-45,878.49	-34,416.49	400.27 %
Fund: 41 - REVENUE BOND I&S							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
41-000-5003	TRANSFER FROM WATER/WASTE	554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Category: 50 - TRANSFERS IN Total:		554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:		554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Revenue Total:		554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 87 - DEBT SERVICE							
41-900-8701	PRINCIPAL	285,275.00	285,275.00	205,275.00	285,275.00	0.00	100.00 %
41-900-8703	INTEREST	266,927.00	266,927.00	17,677.80	135,602.80	131,324.20	50.80 %
41-900-8705	PAYING AGENT FEES	2,500.00	2,500.00	60.38	60.38	2,439.62	2.42 %
Category: 87 - DEBT SERVICE Total:		554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Department: 900 - NON-DEPARTMENTAL Total:		554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Expense Total:		554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Fund: 41 - REVENUE BOND I&S Surplus (Deficit):		0.00	0.00	-223,013.18	-420,938.18	-420,938.18	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 46 - CHARGES FOR SERVICES							
60-000-4628	UTILITY IMPACT FEE	200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Category: 46 - CHARGES FOR SERVICES Total:		200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Department: 000 - NON-DEPARTMENTAL Total:		200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Revenue Total:		200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 89 - CAPITAL							
60-900-8931	BUILDINGS & STRUCTURES - UTILIT	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Category: 89 - CAPITAL Total:		200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:		200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Expense Total:		200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND Surplus (Deficit):		0.00	0.00	43,328.45	86,656.90	86,656.90	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 61 - STREET CONSTRUCTION FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
<u>61-000-5001</u>	TRANSFER FROM GENERAL FUND	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
	Category: 50 - TRANSFERS IN Total:	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
	Revenue Total:	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 84 - MAINTENANCE							
<u>61-900-8414</u>	MAINT - STREETS & ALLEYS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	Category: 84 - MAINTENANCE Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 86 - SERVICES/SUNDRY							
<u>61-900-8605</u>	PROFESSIONAL SERVICES	50,000.00	50,000.00	1,720.72	13,809.42	36,190.58	27.62 %
	Category: 86 - SERVICES/SUNDRY Total:	50,000.00	50,000.00	1,720.72	13,809.42	36,190.58	27.62 %
Category: 89 - CAPITAL							
<u>61-900-8932</u>	BUILDINGS & STRUCTURES - STREE	300,000.00	300,000.00	0.00	70,807.80	229,192.20	23.60 %
	Category: 89 - CAPITAL Total:	300,000.00	300,000.00	0.00	70,807.80	229,192.20	23.60 %
	Department: 900 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	1,720.72	84,617.22	315,382.78	21.15 %
	Expense Total:	400,000.00	400,000.00	1,720.72	84,617.22	315,382.78	21.15 %
	Fund: 61 - STREET CONSTRUCTION FUND Surplus (Deficit):	0.00	0.00	-1,720.72	-84,617.22	-84,617.22	0.00 %
Fund: 62 - UTILITY CONSTRUCTION FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 45 - INTERGOVERNMENTAL							
<u>62-000-4530</u>	STATE GRANT	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	Category: 45 - INTERGOVERNMENTAL Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Category: 48 - INTEREST							
<u>62-000-4800</u>	INTEREST	50,000.00	50,000.00	373.20	2,128.22	-47,871.78	4.26 %
	Category: 48 - INTEREST Total:	50,000.00	50,000.00	373.20	2,128.22	-47,871.78	4.26 %
	Department: 000 - NON-DEPARTMENTAL Total:	150,000.00	150,000.00	373.20	2,128.22	-147,871.78	1.42 %
	Revenue Total:	150,000.00	150,000.00	373.20	2,128.22	-147,871.78	1.42 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 86 - SERVICES/SUNDRY							
<u>62-900-8605</u>	PROFESSIONAL SERVICES	150,000.00	150,000.00	9,535.00	41,800.98	108,199.02	27.87 %
	Category: 86 - SERVICES/SUNDRY Total:	150,000.00	150,000.00	9,535.00	41,800.98	108,199.02	27.87 %
Category: 89 - CAPITAL							
<u>62-900-8931</u>	BUILDINGS & STRUCTURES - UTILIT	6,500,000.00	6,500,000.00	578,064.50	1,156,748.98	5,343,251.02	17.80 %
	Category: 89 - CAPITAL Total:	6,500,000.00	6,500,000.00	578,064.50	1,156,748.98	5,343,251.02	17.80 %
	Department: 900 - NON-DEPARTMENTAL Total:	6,650,000.00	6,650,000.00	587,599.50	1,198,549.96	5,451,450.04	18.02 %
	Expense Total:	6,650,000.00	6,650,000.00	587,599.50	1,198,549.96	5,451,450.04	18.02 %
	Fund: 62 - UTILITY CONSTRUCTION FUND Surplus (Deficit):	-6,500,000.00	-6,500,000.00	-587,226.30	-1,196,421.74	5,303,578.26	18.41 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 63 - DRAINAGE IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
Category: 50 - TRANSFERS IN						
63-000-5001 TRANSFER FROM GENERAL FUND	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Category: 50 - TRANSFERS IN Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Revenue Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
Category: 86 - SERVICES/SUNDRY						
63-900-8605 PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Category: 86 - SERVICES/SUNDRY Total:	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Department: 900 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Expense Total:	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	-2,071.93	-2,071.93	0.00 %
Fund: 65 - FACILITIES IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
Category: 50 - TRANSFERS IN						
65-000-5001 TRANSFER FROM GENERAL FUND	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Category: 50 - TRANSFERS IN Total:	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Revenue Total:	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
Category: 86 - SERVICES/SUNDRY						
65-900-8605 PROFESSIONAL SERVICES	350,000.00	350,000.00	7,645.18	37,384.18	312,615.82	10.68 %
Category: 86 - SERVICES/SUNDRY Total:	350,000.00	350,000.00	7,645.18	37,384.18	312,615.82	10.68 %
Category: 89 - CAPITAL						
65-900-8930 BUILDINGS & STRUCTURES - BUILDI	0.00	0.00	0.00	56.71	-56.71	0.00 %
Category: 89 - CAPITAL Total:	0.00	0.00	0.00	56.71	-56.71	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	7,645.18	37,440.89	312,559.11	10.70 %
Expense Total:	350,000.00	350,000.00	7,645.18	37,440.89	312,559.11	10.70 %
Fund: 65 - FACILITIES IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	-7,645.18	-37,440.89	-37,440.89	0.00 %
Report Surplus (Deficit):	-6,376,839.00	-6,376,839.00	-166,089.53	974,684.11	7,351,523.11	-15.28 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
41 - PROPERTY TAXES	3,680,692.00	3,680,692.00	1,009,658.54	3,171,813.07	-508,878.93	86.17 %
42 - SALES & USE TAXES	245,194.00	245,194.00	25,896.48	94,980.01	-150,213.99	38.74 %
43 - FRANCHISE TAXES	271,500.00	271,500.00	0.00	0.00	-271,500.00	0.00 %
44 - LICENSES & PERMITS	438,000.00	438,000.00	57,700.20	228,074.14	-209,925.86	52.07 %
45 - INTERGOVERNMENTAL	1,200.00	1,200.00	0.00	0.00	-1,200.00	0.00 %
46 - CHARGES FOR SERVICES	7,500.00	7,500.00	50.00	65,829.31	58,329.31	877.72 %
47 - FINES & FORFEITURES	220,000.00	220,000.00	17,015.16	72,446.75	-147,553.25	32.93 %
48 - INTEREST	44,700.00	44,700.00	83.02	473.34	-44,226.66	1.06 %
49 - MISCELLANEOUS REVENUES	5,000.00	5,000.00	753.95	1,638.94	-3,361.06	32.78 %
50 - TRANSFERS IN	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	4,963,786.00	4,963,786.00	1,111,157.35	3,635,255.56	-1,328,530.44	73.24 %
Revenue Total:	4,963,786.00	4,963,786.00	1,111,157.35	3,635,255.56	-1,328,530.44	73.24 %
Expense						
Department: 100 - CITY COUNCIL						
81 - SUPPLIES	3,500.00	3,500.00	21.98	732.20	2,767.80	20.92 %
86 - SERVICES/SUNDRY	27,550.00	27,550.00	1,690.85	2,613.52	24,936.48	9.49 %
Department: 100 - CITY COUNCIL Total:	31,050.00	31,050.00	1,712.83	3,345.72	27,704.28	10.78 %
Department: 120 - ADMINISTRATION						
80 - PERSONNEL	414,285.00	414,285.00	24,099.56	110,377.41	303,907.59	26.64 %
81 - SUPPLIES	14,100.00	14,100.00	277.15	5,117.02	8,982.98	36.29 %
84 - MAINTENANCE	22,600.00	22,600.00	166.80	24,519.01	-1,919.01	108.49 %
86 - SERVICES/SUNDRY	102,150.00	102,150.00	1,898.38	22,771.84	79,378.16	22.29 %
Department: 120 - ADMINISTRATION Total:	553,135.00	553,135.00	26,441.89	162,785.28	390,349.72	29.43 %
Department: 130 - MUNICIPAL COURT						
80 - PERSONNEL	88,370.00	88,370.00	6,716.50	31,875.78	56,494.22	36.07 %
81 - SUPPLIES	750.00	750.00	0.00	172.31	577.69	22.97 %
86 - SERVICES/SUNDRY	104,975.00	104,975.00	690.00	29,369.46	75,605.54	27.98 %
Department: 130 - MUNICIPAL COURT Total:	194,095.00	194,095.00	7,406.50	61,417.55	132,677.45	31.64 %
Department: 200 - POLICE						
80 - PERSONNEL	1,079,526.00	1,079,526.00	83,080.39	365,033.80	714,492.20	33.81 %
81 - SUPPLIES	91,000.00	91,000.00	2,625.13	17,802.45	73,197.55	19.56 %
84 - MAINTENANCE	40,295.00	40,295.00	3,027.08	9,121.73	31,173.27	22.64 %
86 - SERVICES/SUNDRY	93,631.00	93,631.00	1,520.71	29,962.61	63,668.39	32.00 %
Department: 200 - POLICE Total:	1,304,452.00	1,304,452.00	90,253.31	421,920.59	882,531.41	32.34 %
Department: 250 - FIRE						
80 - PERSONNEL	551,822.00	551,822.00	37,864.88	172,890.02	378,931.98	31.33 %
81 - SUPPLIES	85,690.00	85,690.00	271.01	9,878.85	75,811.15	11.53 %
84 - MAINTENANCE	31,660.00	31,660.00	5,205.43	20,010.15	11,649.85	63.20 %
86 - SERVICES/SUNDRY	144,680.00	144,680.00	17,505.21	47,506.07	97,173.93	32.84 %
Department: 250 - FIRE Total:	813,852.00	813,852.00	60,846.53	250,285.09	563,566.91	30.75 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS &						
80 - PERSONNEL	185,954.00	185,954.00	14,257.12	62,596.83	123,357.17	33.66 %
81 - SUPPLIES	5,475.00	5,475.00	0.00	893.29	4,581.71	16.32 %
84 - MAINTENANCE	11,200.00	11,200.00	670.38	2,666.24	8,533.76	23.81 %
86 - SERVICES/SUNDRY	6,045.00	6,045.00	110.00	395.48	5,649.52	6.54 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & COD	208,674.00	208,674.00	15,037.50	66,551.84	142,122.16	31.89 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS &						
80 - PERSONNEL	147,403.00	147,403.00	11,747.24	50,871.72	96,531.28	34.51 %
81 - SUPPLIES	37,750.00	37,750.00	1,003.48	3,095.91	34,654.09	8.20 %
84 - MAINTENANCE	5,800.00	5,800.00	0.00	95.95	5,704.05	1.65 %

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Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
86 - SERVICES/SUNDRY	162,000.00	162,000.00	6,720.23	25,557.22	136,442.78	15.78 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STR	352,953.00	352,953.00	19,470.95	79,620.80	273,332.20	22.56 %
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	4,500.00	4,500.00	1,142.33	2,649.45	1,850.55	58.88 %
84 - MAINTENANCE	32,200.00	32,200.00	1,450.00	2,335.78	29,864.22	7.25 %
86 - SERVICES/SUNDRY	363,740.00	363,740.00	18,069.65	189,967.99	173,772.01	52.23 %
88 - TRANSFER OUT	1,105,000.00	1,105,000.00	0.00	0.00	1,105,000.00	0.00 %
89 - CAPITAL	0.00	0.00	15,643.19	95,185.47	-95,185.47	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	1,505,440.00	1,505,440.00	36,305.17	290,138.69	1,215,301.31	19.27 %
Expense Total:	4,963,651.00	4,963,651.00	257,474.68	1,336,065.56	3,627,585.44	26.92 %
Fund: 01 - GENERAL FUND Surplus (Deficit):	135.00	135.00	853,682.67	2,299,190.00	2,299,055.00	13,103.70 %
Fund: 03 - WATER/WASTEWATER FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	3,645,600.00	3,645,600.00	223,447.97	1,306,689.79	-2,338,910.21	35.84 %
48 - INTEREST	5,000.00	5,000.00	41.22	235.19	-4,764.81	4.70 %
49 - MISCELLANEOUS REVENUES	35,000.00	35,000.00	0.00	3,000.00	-32,000.00	8.57 %
Department: 000 - NON-DEPARTMENTAL Total:	3,685,600.00	3,685,600.00	223,489.19	1,309,924.98	-2,375,675.02	35.54 %
Revenue Total:	3,685,600.00	3,685,600.00	223,489.19	1,309,924.98	-2,375,675.02	35.54 %
Expense						
Department: 600 - WATER						
80 - PERSONNEL	532,325.00	532,325.00	36,089.59	160,629.29	371,695.71	30.18 %
81 - SUPPLIES	33,850.00	33,850.00	0.00	6,032.95	27,817.05	17.82 %
84 - MAINTENANCE	95,900.00	95,900.00	948.79	49,361.08	46,538.92	51.47 %
86 - SERVICES/SUNDRY	1,883,600.00	1,883,600.00	150,721.59	608,672.81	1,274,927.19	32.31 %
89 - CAPITAL	47,250.00	47,250.00	0.00	0.00	47,250.00	0.00 %
Department: 600 - WATER Total:	2,592,925.00	2,592,925.00	187,759.97	824,696.13	1,768,228.87	31.81 %
Department: 610 - WASTEWATER						
80 - PERSONNEL	23,850.00	23,850.00	1,848.45	8,010.61	15,839.39	33.59 %
81 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
84 - MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
86 - SERVICES/SUNDRY	371,000.00	371,000.00	24,492.50	96,759.51	274,240.49	26.08 %
Department: 610 - WASTEWATER Total:	397,850.00	397,850.00	26,340.95	104,770.12	293,079.88	26.33 %
Department: 900 - NON-DEPARTMENTAL						
84 - MAINTENANCE	4,490.00	4,490.00	166.79	1,053.63	3,436.37	23.47 %
86 - SERVICES/SUNDRY	82,000.00	82,000.00	2,010.00	12,380.55	69,619.45	15.10 %
88 - TRANSFER OUT	604,702.00	604,702.00	0.00	0.00	604,702.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	691,192.00	691,192.00	2,176.79	13,434.18	677,757.82	1.94 %
Expense Total:	3,681,967.00	3,681,967.00	216,277.71	942,900.43	2,739,066.57	25.61 %
Fund: 03 - WATER/WASTEWATER FUND Surplus (Deficit):	3,633.00	3,633.00	7,211.48	367,024.55	363,391.55	0,102.52 %
Fund: 05 - SOLID WASTE FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	407,264.00	407,264.00	34,967.48	150,990.51	-256,273.49	37.07 %
49 - MISCELLANEOUS REVENUES	30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	437,792.00	437,792.00	34,967.48	150,990.51	-286,801.49	34.49 %
Revenue Total:	437,792.00	437,792.00	34,967.48	150,990.51	-286,801.49	34.49 %
Expense						
Department: 620 - SOLID WASTE						
86 - SERVICES/SUNDRY	407,264.00	407,264.00	0.00	101,100.69	306,163.31	24.82 %

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Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
88 - TRANSFER OUT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 620 - SOLID WASTE Total:	432,264.00	432,264.00	0.00	101,100.69	331,163.31	23.39 %
Expense Total:	432,264.00	432,264.00	0.00	101,100.69	331,163.31	23.39 %
Fund: 05 - SOLID WASTE FUND Surplus (Deficit):	5,528.00	5,528.00	34,967.48	49,889.82	44,361.82	902.49 %
Fund: 21 - LAW ENFORCEMENT FUND						
Expense						
Department: 220 - POLICE SPECIAL OPERATIONS						
81 - SUPPLIES	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Department: 220 - POLICE SPECIAL OPERATIONS Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Expense Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Fund: 21 - LAW ENFORCEMENT FUND Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
Revenue Total:	275,000.00	275,000.00	0.00	0.00	-275,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
89 - CAPITAL	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
Department: 900 - NON-DEPARTMENTAL Total:	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
Expense Total:	65,600.00	65,600.00	0.00	36,218.45	29,381.55	55.21 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	209,400.00	209,400.00	0.00	-36,218.45	-245,618.45	-17.30 %
Fund: 23 - COURT SECURITY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
Department: 000 - NON-DEPARTMENTAL Total:	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
Revenue Total:	3,300.00	3,300.00	388.78	1,554.68	-1,745.32	47.11 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
86 - SERVICES/SUNDRY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Expense Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Fund: 23 - COURT SECURITY FUND Surplus (Deficit):	-1,200.00	-1,200.00	388.78	1,554.68	2,754.68	-129.56 %
Fund: 24 - COURT TECHNOLOGY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
Department: 000 - NON-DEPARTMENTAL Total:	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
Revenue Total:	3,600.00	3,600.00	328.06	1,330.37	-2,269.63	36.95 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
84 - MAINTENANCE	5,100.00	5,100.00	1,632.00	3,921.03	1,178.97	76.88 %
Department: 900 - NON-DEPARTMENTAL Total:	8,300.00	8,300.00	1,632.00	3,921.03	4,378.97	47.24 %
Expense Total:	8,300.00	8,300.00	1,632.00	3,921.03	4,378.97	47.24 %
Fund: 24 - COURT TECHNOLOGY FUND Surplus (Deficit):	-4,700.00	-4,700.00	-1,303.94	-2,590.66	2,109.34	55.12 %

Budget Report

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Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 25 - CHILD SAFETY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
Department: 000 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
Revenue Total:	5,000.00	5,000.00	0.00	1,607.67	-3,392.33	32.15 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Expense Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Fund: 25 - CHILD SAFETY FUND Surplus (Deficit):	0.00	0.00	0.00	1,607.67	1,607.67	0.00 %
Fund: 26 - POLICE DONATIONS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
49 - MISCELLANEOUS REVENUES	250.00	250.00	0.00	1,000.00	750.00	400.00 %
Department: 000 - NON-DEPARTMENTAL Total:	250.00	250.00	0.00	1,000.00	750.00	400.00 %
Revenue Total:	250.00	250.00	0.00	1,000.00	750.00	400.00 %
Expense						
Department: 230 - POLICE DONATIONS						
81 - SUPPLIES	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
Department: 230 - POLICE DONATIONS Total:	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
Expense Total:	8,505.00	8,505.00	0.00	3,938.50	4,566.50	46.31 %
Fund: 26 - POLICE DONATIONS FUND Surplus (Deficit):	-8,255.00	-8,255.00	0.00	-2,938.50	5,316.50	35.60 %
Fund: 27 - FIRE DONATIONS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
48 - INTEREST	180.00	180.00	0.00	0.00	-180.00	0.00 %
49 - MISCELLANEOUS REVENUES	2,000.00	2,000.00	500.00	500.00	-1,500.00	25.00 %
Department: 000 - NON-DEPARTMENTAL Total:	2,180.00	2,180.00	500.00	500.00	-1,680.00	22.94 %
Revenue Total:	2,180.00	2,180.00	500.00	500.00	-1,680.00	22.94 %
Expense						
Department: 280 - FIRE DONATIONS						
81 - SUPPLIES	29,200.00	29,200.00	0.00	3,123.45	26,076.55	10.70 %
84 - MAINTENANCE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
89 - CAPITAL	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 280 - FIRE DONATIONS Total:	64,200.00	64,200.00	0.00	3,123.45	61,076.55	4.87 %
Expense Total:	64,200.00	64,200.00	0.00	3,123.45	61,076.55	4.87 %
Fund: 27 - FIRE DONATIONS FUND Surplus (Deficit):	-62,020.00	-62,020.00	500.00	-2,623.45	59,396.55	4.23 %
Fund: 29 - PARKS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
49 - MISCELLANEOUS REVENUES	5,000.00	5,000.00	0.00	500.00	-4,500.00	10.00 %
50 - TRANSFERS IN	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	10,000.00	10,000.00	0.00	500.00	-9,500.00	5.00 %
Revenue Total:	10,000.00	10,000.00	0.00	500.00	-9,500.00	5.00 %
Expense						
Department: 320 - PARKS, RECREATION & OPEN SPACE						
81 - SUPPLIES	300.00	300.00	0.00	0.00	300.00	0.00 %
84 - MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
86 - SERVICES/SUNDRY	8,700.00	8,700.00	0.00	0.00	8,700.00	0.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 320 - PARKS, RECREATION & OPEN SPACE Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Expense Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Fund: 29 - PARKS FUND Surplus (Deficit):	0.00	0.00	0.00	500.00	500.00	0.00 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
41 - PROPERTY TAXES	409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %
Department: 000 - NON-DEPARTMENTAL Total:	409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %
Revenue Total:	409,047.00	409,047.00	111,603.75	350,984.33	-58,062.67	85.81 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
87 - DEBT SERVICE	420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Department: 900 - NON-DEPARTMENTAL Total:	420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Expense Total:	420,509.00	420,509.00	396,862.82	396,862.82	23,646.18	94.38 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE Surplus (Deficit):	-11,462.00	-11,462.00	-285,259.07	-45,878.49	-34,416.49	400.27 %
Fund: 41 - REVENUE BOND I&S						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Revenue Total:	554,702.00	554,702.00	0.00	0.00	-554,702.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
87 - DEBT SERVICE	554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Department: 900 - NON-DEPARTMENTAL Total:	554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Expense Total:	554,702.00	554,702.00	223,013.18	420,938.18	133,763.82	75.89 %
Fund: 41 - REVENUE BOND I&S Surplus (Deficit):	0.00	0.00	-223,013.18	-420,938.18	-420,938.18	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Department: 000 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Revenue Total:	200,000.00	200,000.00	43,328.45	86,656.90	-113,343.10	43.33 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
89 - CAPITAL	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Expense Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND Surplus (Deficit):	0.00	0.00	43,328.45	86,656.90	86,656.90	0.00 %
Fund: 61 - STREET CONSTRUCTION FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Revenue Total:	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
84 - MAINTENANCE	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
86 - SERVICES/SUNDRY	50,000.00	50,000.00	1,720.72	13,809.42	36,190.58	27.62 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
89 - CAPITAL	300,000.00	300,000.00	0.00	70,807.80	229,192.20	23.60 %
Department: 900 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	1,720.72	84,617.22	315,382.78	21.15 %
Expense Total:	400,000.00	400,000.00	1,720.72	84,617.22	315,382.78	21.15 %
Fund: 61 - STREET CONSTRUCTION FUND Surplus (Deficit):	0.00	0.00	-1,720.72	-84,617.22	-84,617.22	0.00 %
Fund: 62 - UTILITY CONSTRUCTION FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
45 - INTERGOVERNMENTAL	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
48 - INTEREST	50,000.00	50,000.00	373.20	2,128.22	-47,871.78	4.26 %
Department: 000 - NON-DEPARTMENTAL Total:	150,000.00	150,000.00	373.20	2,128.22	-147,871.78	1.42 %
Revenue Total:	150,000.00	150,000.00	373.20	2,128.22	-147,871.78	1.42 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	150,000.00	150,000.00	9,535.00	41,800.98	108,199.02	27.87 %
89 - CAPITAL	6,500,000.00	6,500,000.00	578,064.50	1,156,748.98	5,343,251.02	17.80 %
Department: 900 - NON-DEPARTMENTAL Total:	6,650,000.00	6,650,000.00	587,599.50	1,198,549.96	5,451,450.04	18.02 %
Expense Total:	6,650,000.00	6,650,000.00	587,599.50	1,198,549.96	5,451,450.04	18.02 %
Fund: 62 - UTILITY CONSTRUCTION FUND Surplus (Deficit):	-6,500,000.00	-6,500,000.00	-587,226.30	-1,196,421.74	5,303,578.26	18.41 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Revenue Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Department: 900 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Expense Total:	100,000.00	100,000.00	0.00	2,071.93	97,928.07	2.07 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	-2,071.93	-2,071.93	0.00 %
Fund: 65 - FACILITIES IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Revenue Total:	350,000.00	350,000.00	0.00	0.00	-350,000.00	0.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	350,000.00	350,000.00	7,645.18	37,384.18	312,615.82	10.68 %
89 - CAPITAL	0.00	0.00	0.00	56.71	-56.71	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	7,645.18	37,440.89	312,559.11	10.70 %
Expense Total:	350,000.00	350,000.00	7,645.18	37,440.89	312,559.11	10.70 %
Fund: 65 - FACILITIES IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	-7,645.18	-37,440.89	-37,440.89	0.00 %
Report Surplus (Deficit):	-6,376,839.00	-6,376,839.00	-166,089.53	974,684.11	7,351,523.11	-15.28 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 01/31/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	135.00	135.00	853,682.67	2,299,190.00	2,299,055.00
03 - WATER/WASTEWATER FUND	3,633.00	3,633.00	7,211.48	367,024.55	363,391.55
05 - SOLID WASTE FUND	5,528.00	5,528.00	34,967.48	49,889.82	44,361.82
21 - LAW ENFORCEMENT FUND	-7,898.00	-7,898.00	0.00	0.00	7,898.00
22 - EQUIPMENT REPLACEMENT F	209,400.00	209,400.00	0.00	-36,218.45	-245,618.45
23 - COURT SECURITY FUND	-1,200.00	-1,200.00	388.78	1,554.68	2,754.68
24 - COURT TECHNOLOGY FUND	-4,700.00	-4,700.00	-1,303.94	-2,590.66	2,109.34
25 - CHILD SAFETY FUND	0.00	0.00	0.00	1,607.67	1,607.67
26 - POLICE DONATIONS FUND	-8,255.00	-8,255.00	0.00	-2,938.50	5,316.50
27 - FIRE DONATIONS FUND	-62,020.00	-62,020.00	500.00	-2,623.45	59,396.55
29 - PARKS FUND	0.00	0.00	0.00	500.00	500.00
40 - GENERAL OBLIGATION DEBT	-11,462.00	-11,462.00	-285,259.07	-45,878.49	-34,416.49
41 - REVENUE BOND I&S	0.00	0.00	-223,013.18	-420,938.18	-420,938.18
60 - UTILITY IMPACT FEE FUND	0.00	0.00	43,328.45	86,656.90	86,656.90
61 - STREET CONSTRUCTION FUNI	0.00	0.00	-1,720.72	-84,617.22	-84,617.22
62 - UTILITY CONSTRUCTION FUN	-6,500,000.00	-6,500,000.00	-587,226.30	-1,196,421.74	5,303,578.26
63 - DRAINAGE IMPROVEMENT FL	0.00	0.00	0.00	-2,071.93	-2,071.93
65 - FACILITIES IMPROVEMENT FL	0.00	0.00	-7,645.18	-37,440.89	-37,440.89
Report Surplus (Deficit):	-6,376,839.00	-6,376,839.00	-166,089.53	974,684.11	7,351,523.11



City of Parker Monthly Financial Report (period ending January 31, 2021)

Revenue Reports

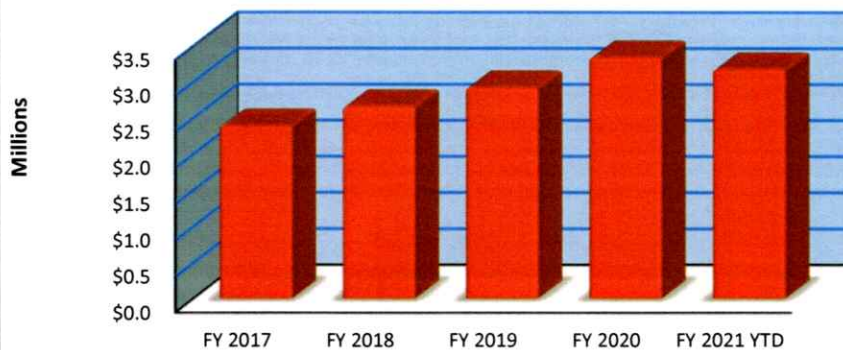
The Revenue Reports provide an analysis of the major revenue sources for the General Fund. They contain the current year and 4 years of historical information.



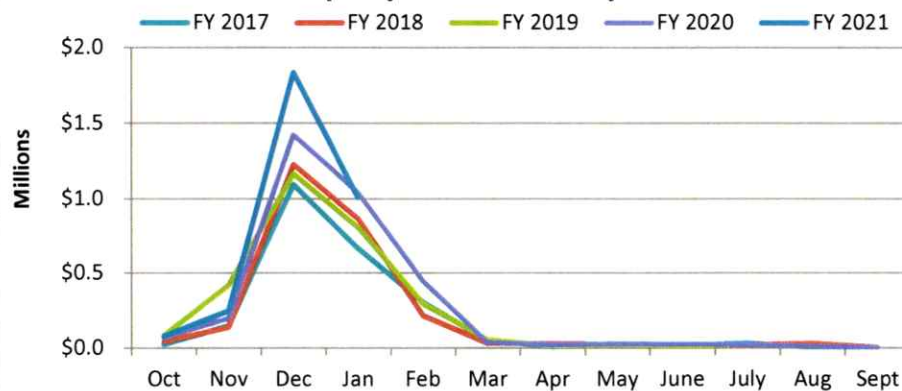
**Property Tax Revenue
General Fund
FY 2020-2021**

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$26,636	\$45,491	\$85,362	\$74,437	\$79,408	\$4,972	6.7%
November	147,562	138,073	420,772	197,419	247,924	50,505	25.6%
December	1,093,390	1,227,495	1,165,830	1,423,434	1,834,822	411,389	28.9%
January	664,254	866,225	807,103	1,044,342	1,009,659	(34,683)	-3.3%
February	306,142	215,990	294,720	447,245			
March	50,347	34,293	57,257	36,715			
April	10,966	30,151	16,631	20,976			
May	27,382	25,655	22,985	30,244			
June	17,437	11,352	14,308	25,258			
July	33,865	22,481	23,593	22,907			
August	3,030	31,311	5,447	10,992			
September	3,217	5,837	2,783	1,526			
Total	\$2,384,229	\$2,654,355	\$2,916,792	\$3,335,494	\$3,171,813	\$432,182	15.8%

Property Tax Revenue by Year



Property Tax Revenue by Month

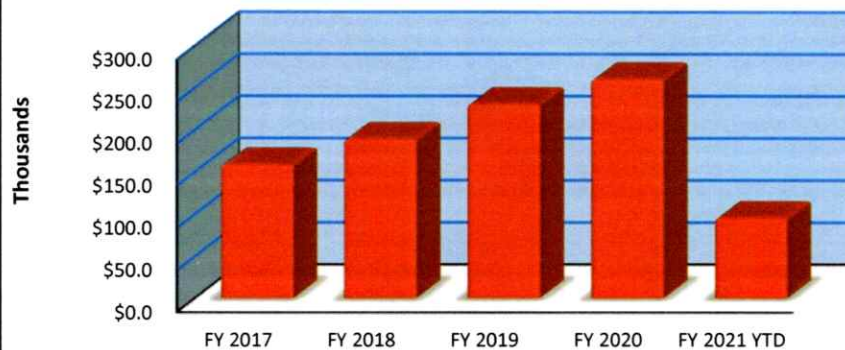




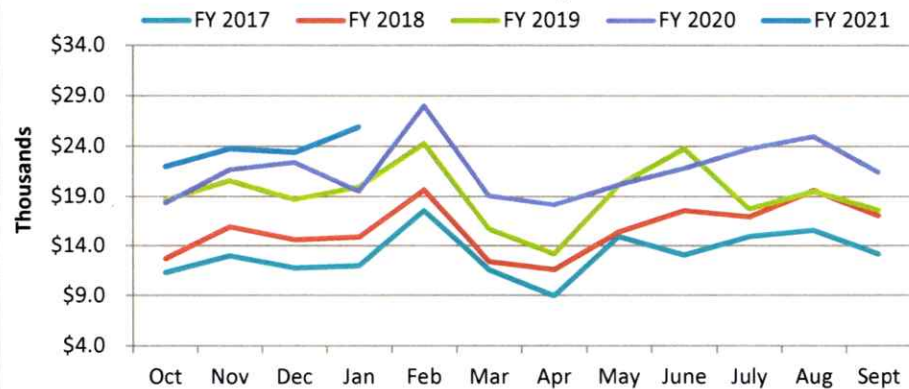
Sales Tax Revenue General Fund FY 2020-2021

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$11,348	\$12,724	\$18,648	\$18,386	\$21,970	\$3,584	19.5%
November	12,972	15,916	20,580	21,689	23,741	2,053	9.5%
December	11,754	14,613	18,710	22,379	23,373	994	4.4%
January	11,986	14,898	19,988	19,552	25,896	6,344	32.4%
February	17,566	19,676	24,284	28,023			
March	11,584	12,396	15,718	19,095			
April	8,994	11,601	13,220	18,199			
May	14,951	15,422	20,142	20,192			
June	13,102	17,569	23,768	21,807			
July	14,940	16,938	17,783	23,751			
August	15,548	19,666	19,550	24,971			
September	13,185	17,090	17,616	21,457			
Total	\$157,930	\$188,509	\$230,007	\$259,499	\$94,980	\$12,975	15.8%

Sales Tax Revenue by Year



Sales Tax Revenue by Month



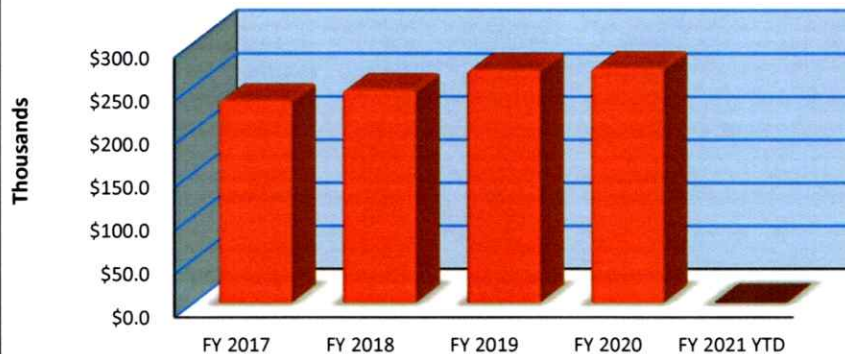


Franchise Fee Revenue General Fund FY 2020-2021

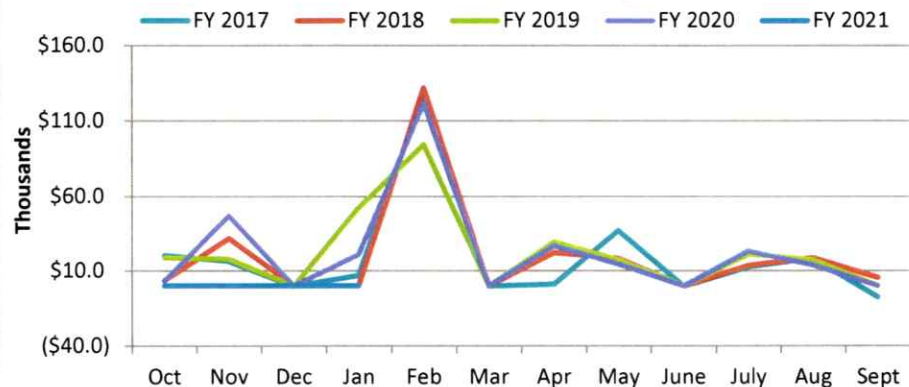
Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$20,142	\$3,755	\$18,905	\$3,316	\$0	(\$3,316)	-100.0%
November	16,433	31,632	17,953	47,049	0	(47,049)	-100.0%
December	0	0	0	0	0	0	#DIV/0!
January	7,027	0	52,471	20,910	0	(20,910)	-100.0%
February	128,483	132,090	94,465	121,507			
March	0	0	0	0			
April	1,158	22,055	29,425	26,979			
May	37,118	18,433	17,467	14,456			
June	0	0	0	0			
July	12,638	13,644	21,415	23,437			
August	18,564	18,776	17,280	13,929			
September	(7,466)	5,685	0	0			
Total	\$234,097	\$246,071	\$269,380	\$271,583	\$0	(\$71,274)	-100.0%

Special Note: Some Franchise Fees are received on a quarterly basis.

Franchise Fee Revenue by Year



Franchise Fee Revenue by Month

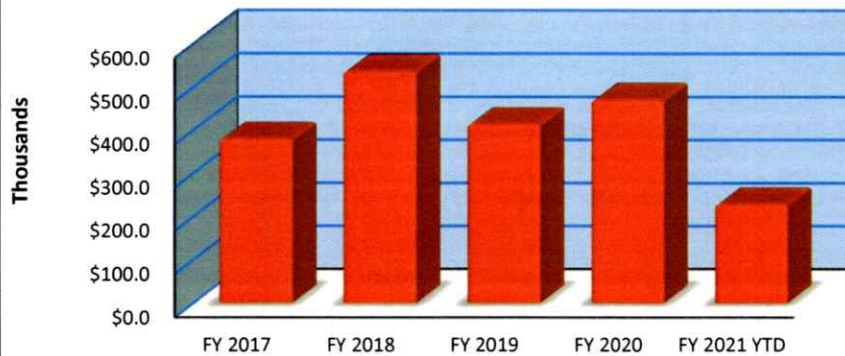




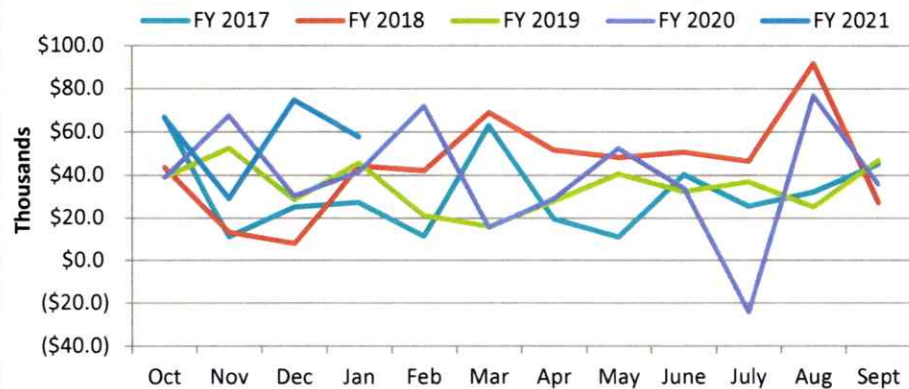
Licenses & Permits Revenue General Fund FY 2020-2021

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$66,887	\$43,572	\$39,126	\$38,966	\$66,418	\$27,452	70.4%
November	11,172	13,310	52,505	67,595	29,219	(38,376)	-56.8%
December	25,184	7,877	28,727	30,367	74,737	44,370	146.1%
January	27,374	44,274	45,699	41,621	57,700	16,079	38.6%
February	11,406	42,025	21,325	72,116			
March	62,992	69,016	16,021	15,616			
April	19,599	51,627	27,954	29,268			
May	10,957	48,211	40,560	52,600			
June	40,281	50,769	32,478	34,043			
July	25,645	46,513	36,859	(24,313)			
August	32,158	91,715	25,271	76,800			
September	45,146	27,218	46,967	35,635			
Total	\$378,801	\$536,126	\$413,491	\$470,313	\$228,074	\$49,525	27.7%

Licenses & Permits Revenue by Year



Licenses & Permits Revenue by Month

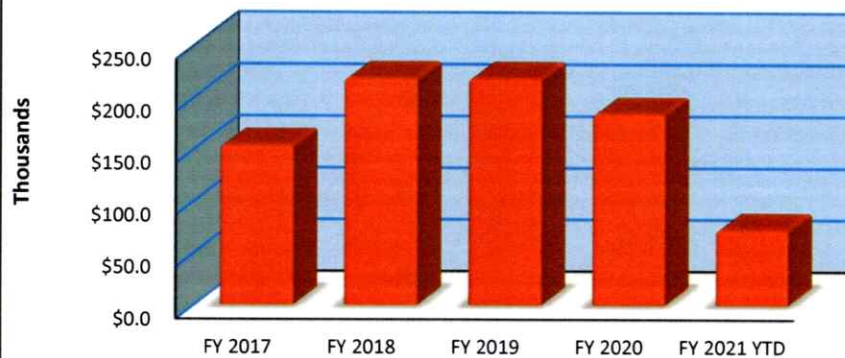




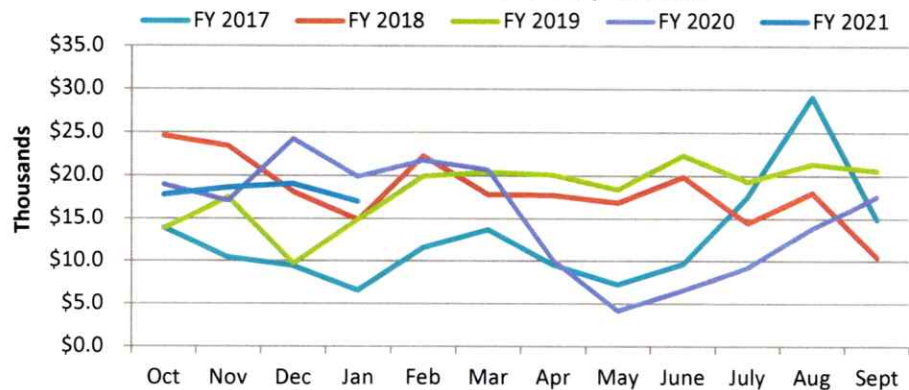
Court Fines Revenue General Fund FY 2020-2021

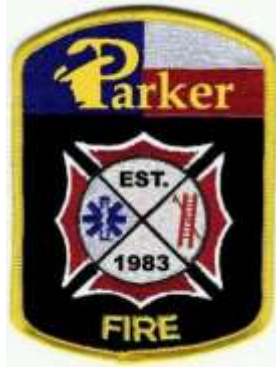
Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$13,916	\$24,603	\$13,822	\$18,963	\$17,777	(\$1,187)	-6.3%
November	10,413	23,397	17,516	17,099	18,613	1,514	8.9%
December	9,395	18,100	9,685	24,270	19,042	(5,228)	-21.5%
January	6,569	14,897	14,893	19,891	17,015	(2,876)	-14.5%
February	11,589	22,303	19,940	21,768			
March	13,698	17,815	20,386	20,684			
April	9,547	17,738	20,071	10,116			
May	7,251	16,866	18,401	4,196			
June	9,633	19,857	22,345	6,596			
July	17,559	14,452	19,300	9,232			
August	29,096	18,053	21,356	13,814			
September	14,860	10,409	20,568	17,591			
Total	\$153,525	\$218,489	\$218,283	\$184,221	\$72,447	(\$7,776)	-9.7%

Court Fines Revenue by Year



Court Fines Revenue by Month





Parker Fire Department

REPORT FOR THE CALENDAR YEAR 2020

Index

- Department Snapshot
- Service Deliverables
- 2020 Highlights
- COVID-19 Update
- Calls for Service
- Time of Alarm Analysis
- Response Times
- Emergency Medical Services
- Staffing Metrics
- Property Loss from Fire
- Operational Readiness

Department Snapshot as of December 2020

- We are a part-paid, part-volunteer “Combination” fire dept.
- We are rated an ISO Class 2 fire department placing us within the 90th percentile across the country.
- We are paramedic, advanced life support capable (non-transport) with ambulance service through our alliance with the Southeast Collin County EMS Coalition.
- We have a 45-member roster:
 - 44 active firefighters; 1 admin-only for tech support;
 - 39 members are eligible for part time pay;
 - 6 members are volunteers;
 - 21 members are paramedics, 20 members EMTs;
 - Most part-time members have full time positions with area fire departments; our citizens benefit from the deep experience they bring to Parker FD.
- We staff one fire truck 24/7 through two 12-hour shifts:
 - The day shift consists of 3 part-time paid members plus a volunteer slot;
 - The night shift now consists of 2 part-time paid members, increasing to 3 part-time paid beginning April 1, 2021, plus a volunteer slot;
 - Part-time members receive pay only when working a shift;
- We have established strategic alliances with other area fire departments augmenting Parker’s response to fires and other emergencies with additional firetrucks from nearby fire stations.

Service Deliverables

Parker FD responds to ALL fire dept related emergencies regardless of whether we “outsource” specialized assistance to augment our response.

Our approach to service delivery is demonstrative of sound and prudent fiscal policy.

Through our inclusion in the Southeast Collin County EMS Coalition we contract with a third – party for paramedic ambulance transport.

With the singular exception of fire emergencies, we augment our response to low frequency events that carry a high cost of delivery through mutual aid with our larger neighbors.

Service Deliverables	Expected Frequency	Impacted by Emergency		Cost of Delivery	Parker FD Solution
		Individual	City of Parker*		
Fire Suppression Activities	Low	√	√	High	Parker FD
Fire Prevention/Awareness Activities	Moderate	√	√	Low	Parker FD
Emergency Medical Services, Paramedic, non-transport	High	√		Moderate	Parker FD
Paramedic Ambulance Transport	High	√		High	Outsource
Rescue (i.e., entrapment following a car crash)	Moderate	√		Moderate	Parker FD
Highly Specialized Rescue (collapse, swift water, high angle)	Low	√		High	Outsource
Hazardous Materials Response/Remediation	Low	√	√	High	Outsource
* Loss of tax revenue					

2020 Highlights

355 total calls for service during the 12 months January-December 2020

Avg. response time of 5 minutes 34 seconds.

We switched from Plano to Wylie dispatch centers at 12:01 AM January 1, 2020. The transition went flawlessly; we have experienced no problems thus far.

- **Emergency Calls**

- 355 total calls for service, relatively unchanged from 360 calls during 2019.
- 70% occurred during the day shift; 30% at night.

- **Response Times**

- Our overall response was 5 minutes 34 seconds, relatively unchanged from CY 2019.
- The average ambulance response is between 6 and 10 minutes depending on the location of the ambulance at the time of the call. This means our firefighters are typically on scene and delivering emergency care several minutes before the arrival of an ambulance.

- **Migration to Wylie Dispatch**

- We successfully transitioned from the Plano dispatch center to the Wylie dispatch center effective January 1, 2021.
 - We missed the original target date of October 1, 2020 mainly from pandemic-related delays that occurred from time to time.
 - The project was completed on budget.
 - We ran Plano and Wylie centers “parallel” during December 2020, identifying and fixing glitches as they arose, and the switchover went flawlessly.

COVID-19 Update

The fire department took immediate steps in response to COVID-19. This included (but was not limited to) those items listed on this slide.

Early in the pandemic, the fire station went into lockdown and was open only to shift firefighters. We reassessed the situation throughout the year placing the station back into lockdown as necessary. Presently, the station is out of lockdown; however, our firefighters are taking additional precautions while working together in the station as well as when outside with the public.

- We altered our response protocols for the provision of emergency medical care based upon guidelines prepared by our Medical Director (based out of Medical Center Plano).
- We established procedures to maintain sufficient inventories of medical PPE.
- We established new protocols to deal with possible exposure to the virus by any city staff member while on duty.
- At times, we restricted access to the fire station to only those on shift and instituted strict cleaning regimens.
- We coordinated our protocols with those of our neighboring fire departments for purposes of consistency.
- We initiated virtual conferencing among the department's chiefs rather than in-person administrative meetings. Virtual meetings have now become our preferred method.
- We met regularly with Collin County Emergency Management personnel and with our neighboring fire depts. These meetings were typically virtual.

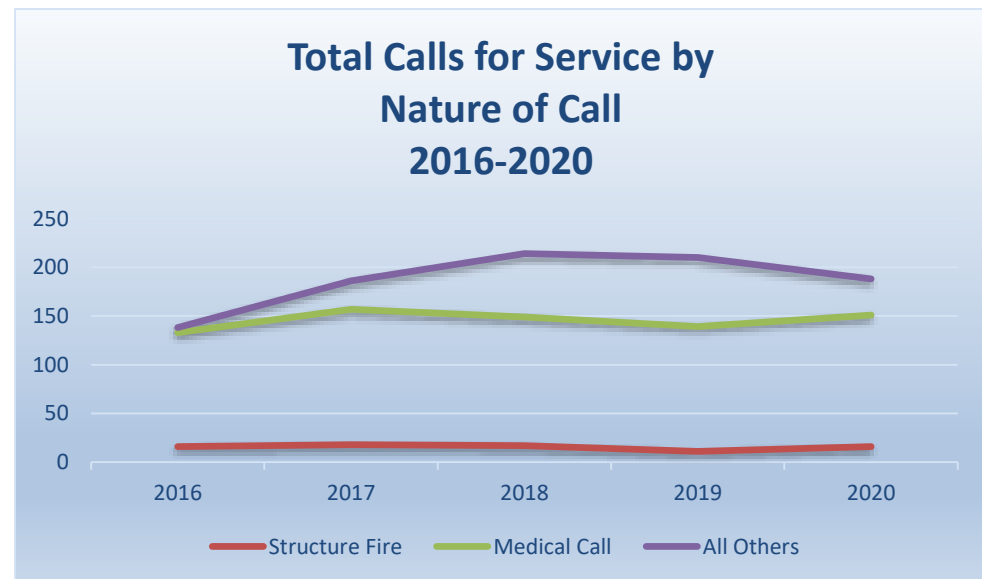
Calls for Service by nature of call

Total Calls: We ran a total of 355 calls for service during calendar year 2020, relatively on par with 2019.

Parker calls: We ran 300 calls for service within Parker's fire district, again relatively unchanged from 2019.

Call mix: Structure fires continued as a low occurrence, high risk event having the potential for high dollar loss. They remained relatively flat on an occurrence basis. Medical calls, up 9% over 2019, are our most common call accounting for nearly half of total volume. All other calls, together as a grouping, were down 10% year-over-year.

Calls for Service						
5 Year Trend						
	Calendar Year					% change
	2016	2017	2018	2019	2020	
Structure Fire	16	18	17	11	16	45%
Medical Call	133	157	149	139	151	9%
All Others	<u>138</u>	<u>186</u>	<u>214</u>	<u>210</u>	<u>188</u>	-10%
Total Call Volume	287	361	380	360	355	-1%
Less mutual aid provided to other FDs	<u>-71</u>	<u>-79</u>	<u>-75</u>	<u>-63</u>	<u>-55</u>	-13%
Total Parker (only) Volume	216	282	305	297	300	1%
Parker Calls as % of Total Volume	75%	78%	80%	83%	85%	
Mutual Aid as % of Total Volume	25%	22%	20%	17%	15%	



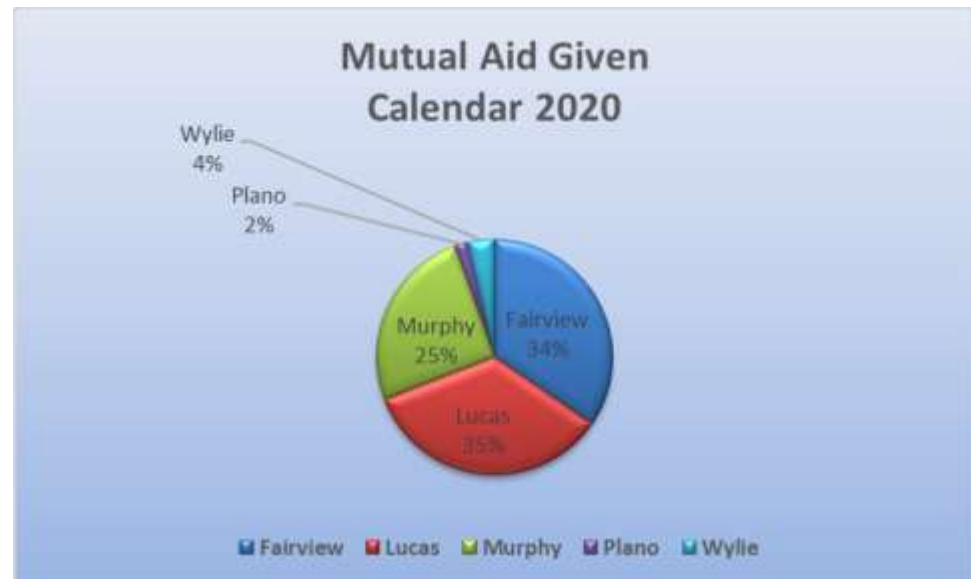
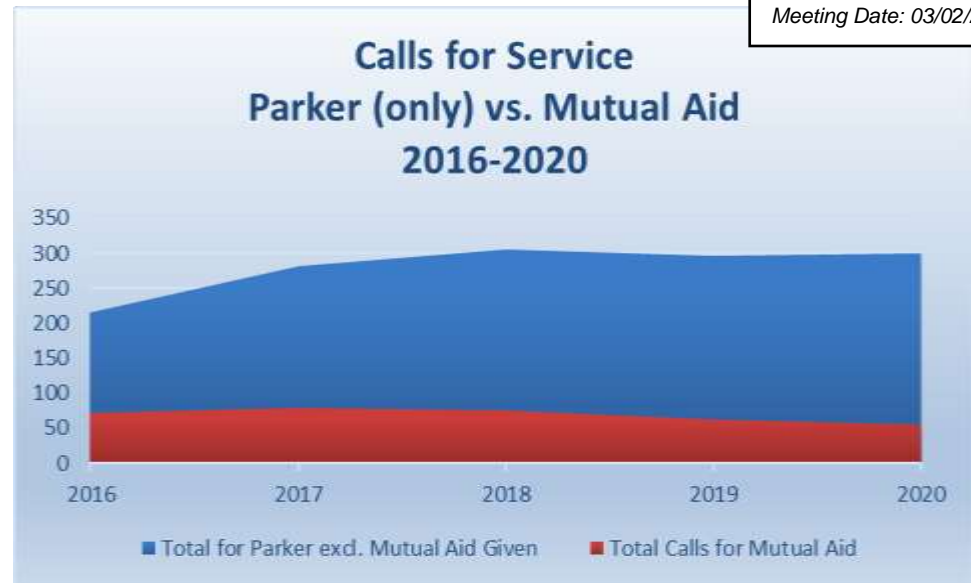
Calls for Service mutual aid given

Parker participates in county-wide mutual aid with all the county's fire depts. Within the context of mutual aid, we further operate under automatic aid (common dispatch among other things) with certain neighboring departments.

Mutual aid, both in absolute number and as a percentage of total calls, continued to decline. In 2016, mutual aid accounted for 25% of total volume; the 2020 figure is 15% evidenced by the widening separation of the red/blue spaces in the top chart.

During 2020, nearly 70% of the 55 mutual aid given calls were to Lucas or Fairview. Murphy accounted for the bulk of the remainder.

Expectantly, mutual aid should pick up during 2021 due to our new strategic alliance our neighboring departments facilitated by our moving dispatch services to Wylie.



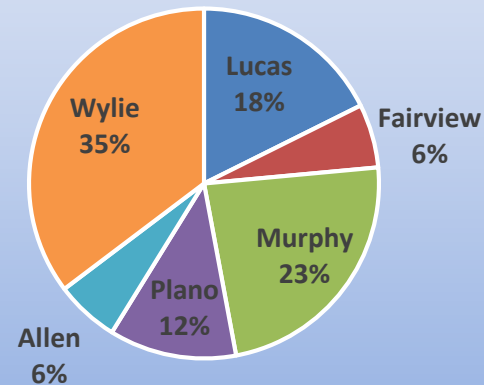
Calls for Service

mutual aid received

We receive mutual aid from neighboring depts. for structure fires, overlapping incidents when Parker FD is handling another emergency, and for EMS when all coalition ambulances are unavailable. During 2020 we received mutual aid from all neighbors a total of 17 times.

The large variance between mutual aid given (55) and received (17) is a function of the larger size and population of neighboring cities. We experience a lesser number of structure fire calls relative to these municipalities.

Mutual Aid Received by Parker
Calendar 2020

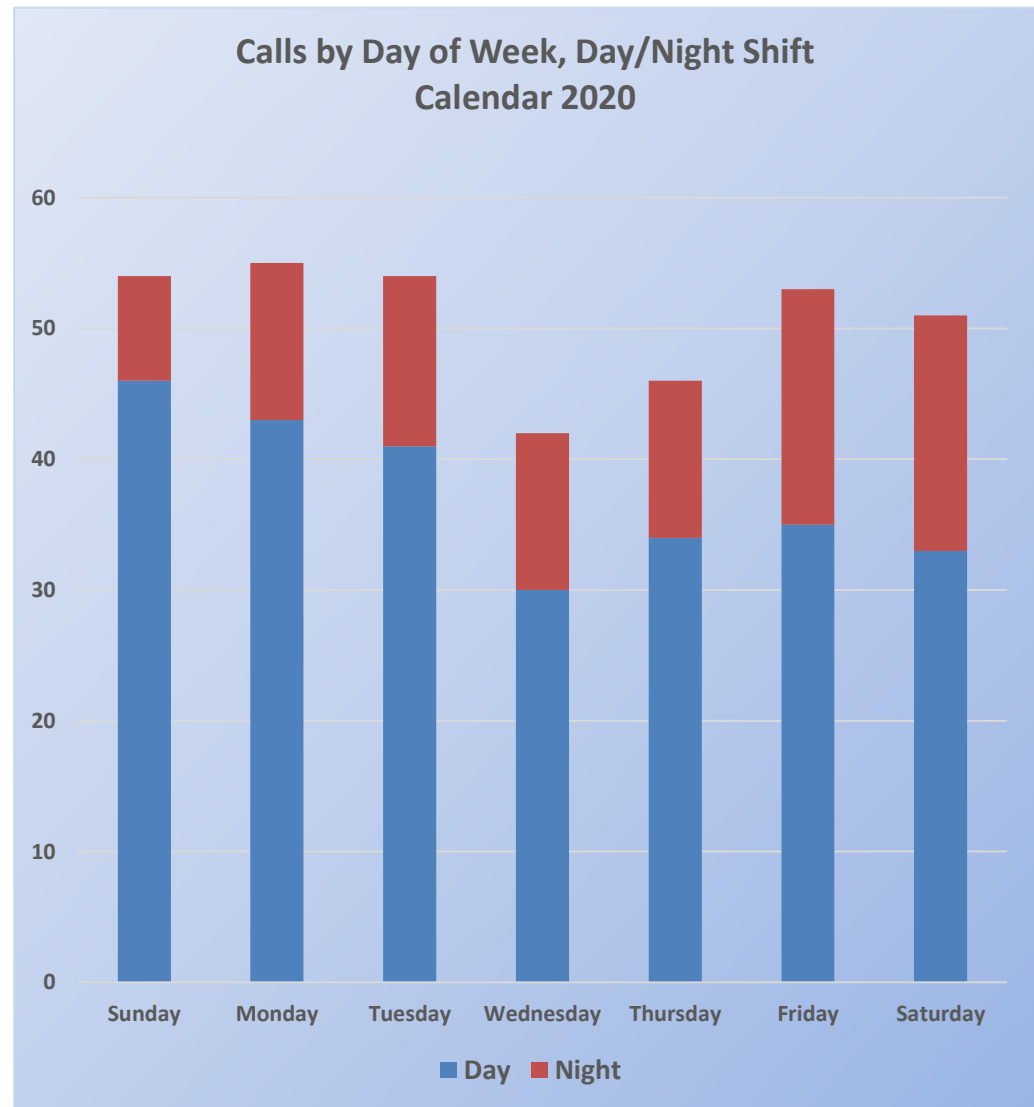


Calls For Service

by day of week

As a bedroom community there is little variance to call volume by day of week.

During 2020 our busiest day was Monday and our slowest Wednesday. Interestingly, Monday was our slowest day during 2019.



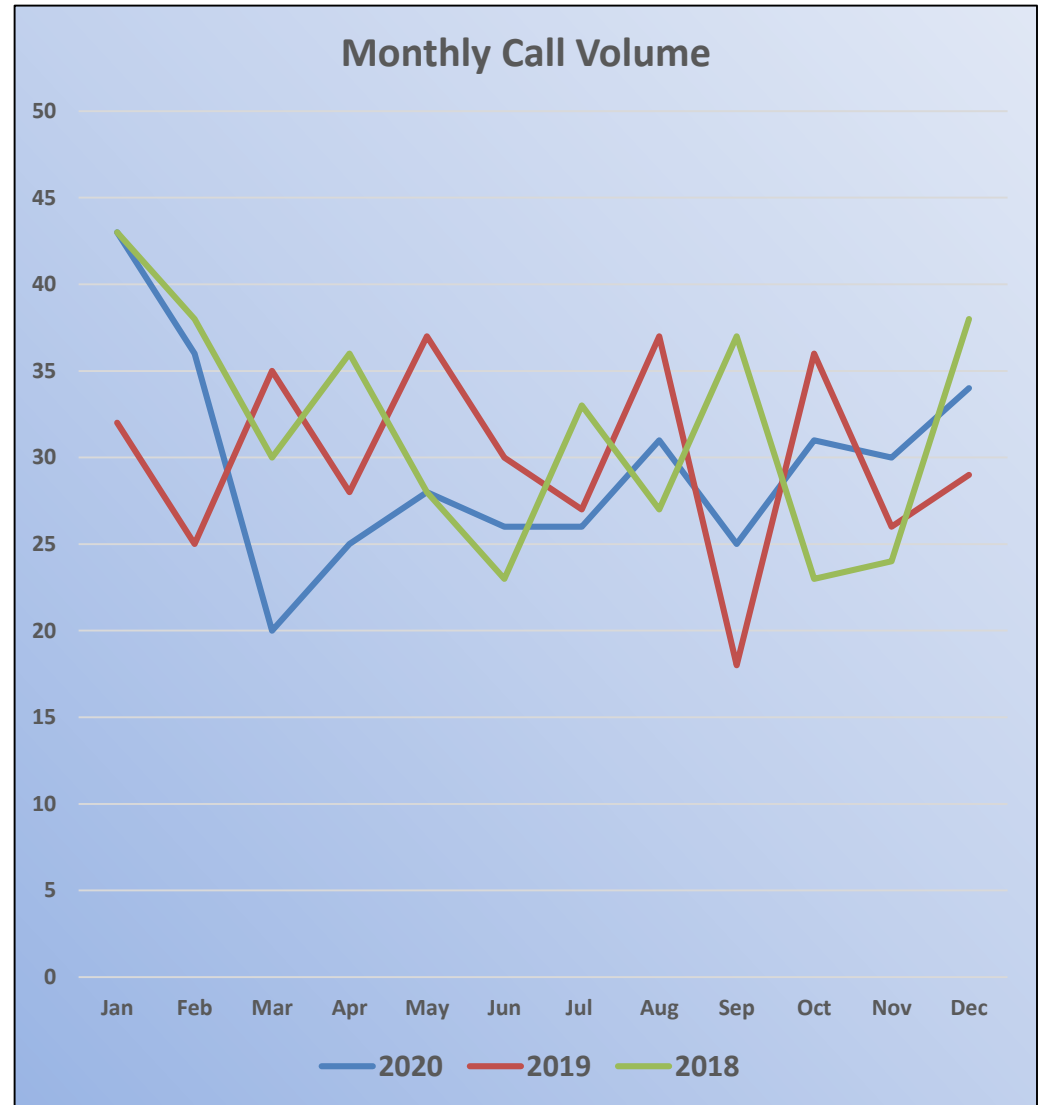
Calls for Service

by month

In any given year Parker's monthly call volume depicts a sawtooth pattern.

Interestingly, 2020 volume (blue line) took a sizable dip between January and March. A contributing factor was a dearth of mutual aid given during the first calendar quarter.

Commencing in April 2020 (excluding September) there is a distinctly positive slope to call volume as the dept. fielded increasing Pandemic-related EMS calls for help.



Calls for Service

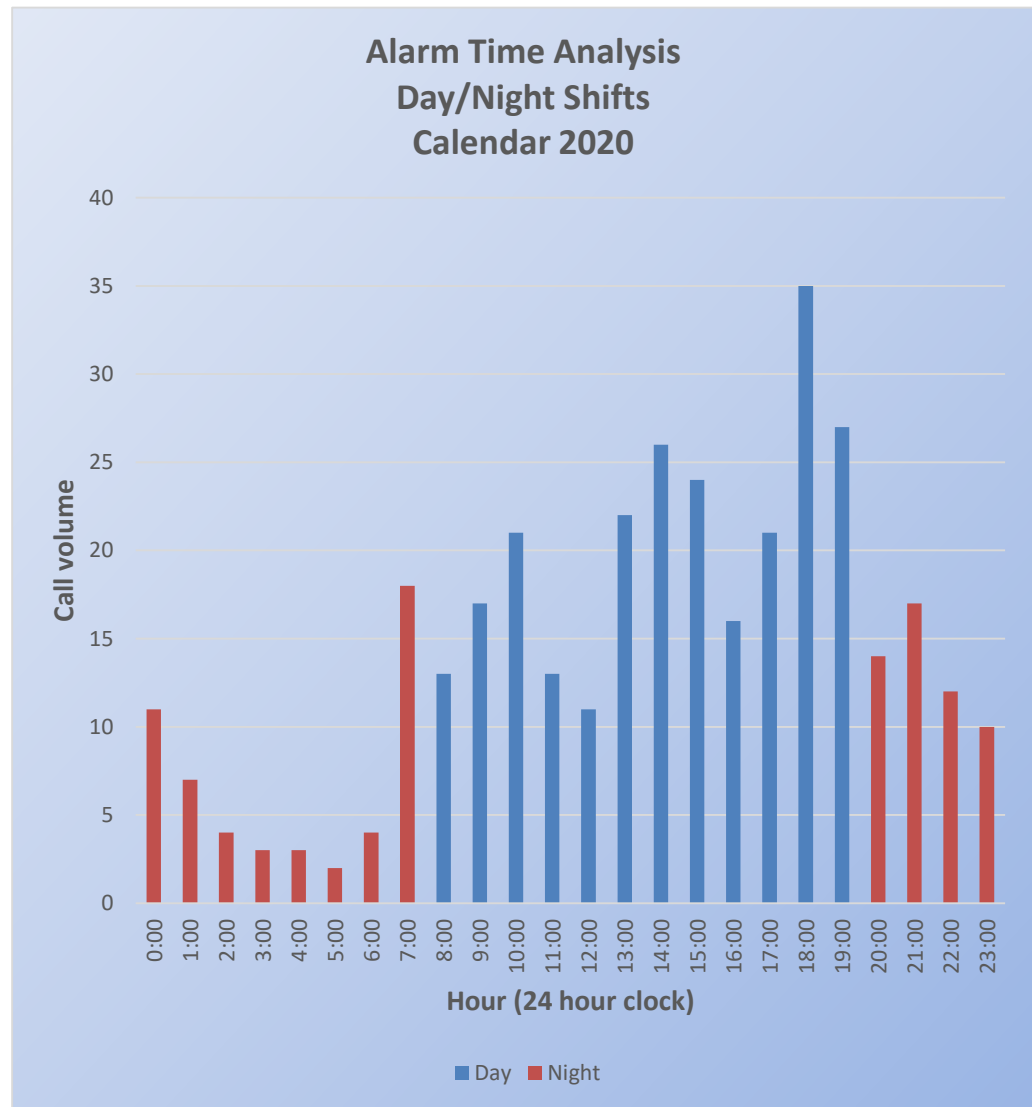
Misc. notes

- **Overlapping incidents:** There were only 5 overlapping emergency incidents during 2020 down from 11 the prior year.
- **Concentration of calls:** Illustrative of the pandemic's wide-reaching impact Soutfork Ranch, customarily the largest user of department services, saw only 3 calls during 2020. On the other hand, we experienced an atypically high number of residential addresses with repetitive calls, principally for medical emergencies.
- **Vehicle accidents requiring the response of a fire truck and ambulance:** From the fire dept.'s perspective the intersections of Parker Rd and Lewis Ln, and Parker Rd and McCreary were our busiest intersections.

Alarm Time Analysis

Our busiest times are afternoons, peaking with the early evening rush hour.

Interestingly, mid morning and early afternoon represent higher volume time periods than the morning rush hour. This pattern is unchanged from 2019.



Response Times

by overall average measured from dispatch to arrival on scene (excludes mutual aid)

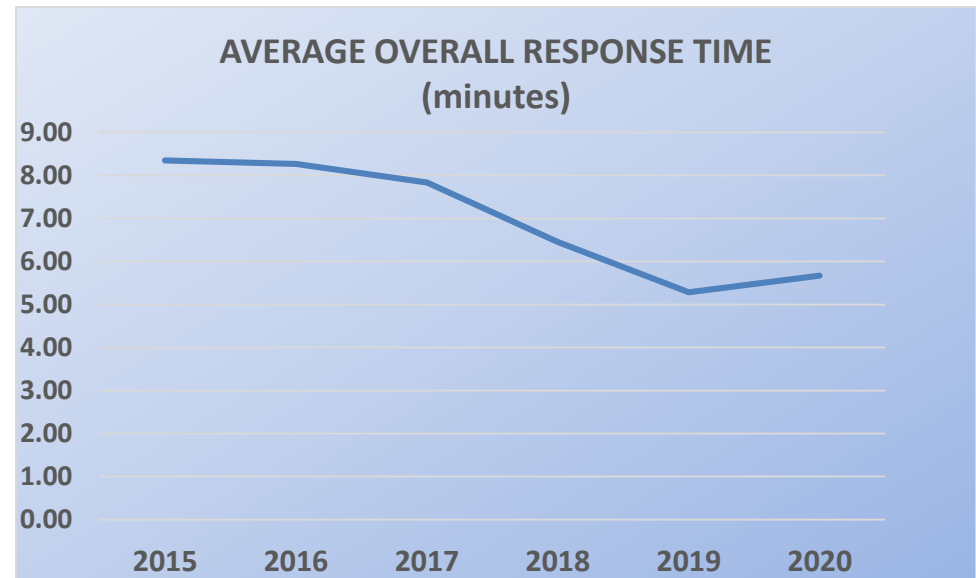
Our overall avg. response time was 5 minutes, 40 seconds. This is slightly higher than the preceding year.

The response time is for calls within Parker's fire district and excludes mutual aid given to other jurisdictions.

The improvement since 2015 underscores our transition from 100% reliant on volunteers to a combination of part-paid and part volunteer staffing on a 24/7 basis.

Response times will vary based on the distance from the fire station to the emergency scene (which is increasing as Parker builds out) and weather and road conditions.

Calendar Year	2015	2016	2017	2018	2019	2020
minutes:seconds	8:21	8:16	7:50	6:27	5:17	5:40



Emergency Medical Services

Parker is a member of the Southeast Collin County EMS Coalition consisting of Wylie, Parker, Lavon, St. Paul and portions of Collin County. The Coalition contracts for paramedic ambulance service with a third-party provider.

There are presently four ambulances dedicated to the Coalition; two provided by a third-party and two back up units provided by Wylie FD.

Our service model is to provide paramedic capabilities on the responding fire truck along with the requisite medical equipment and drugs, with follow-on paramedic care and transport from Coalition ambulances.

If all four Coalition units are unavailable, we utilize ambulances first from Lucas and Murphy FDs (under coordinated dispatch with Parker), then next from Plano or Allen.

- Coalition ambulances responded to 90% of our ambulance calls.
 - If the call was handled by the unit that is stationed at Wylie Fire Station #2, closest to Parker, the average response time was slightly under 7 minutes. This occurred three-quarters of the time we received a Coalition ambulance.
 - If the call was handled by the unit stationed at Wylie Fire Station #3, further from Parker, the average response was slightly under 10 minutes. This occurred one-quarter of the time we receive a Coalition ambulance.
- Wylie FD responded to about 8% of our ambulance calls with an average response time of slightly under 10 minutes.
- Murphy and Lucas ambulances, taken together, responded to only 2% of our total ambulance needs with an average response of under 8 minutes; thus, the Coalition achieved a 98% fulfillment of Parker's ambulance calls over 2020.
- Parker's paramedic/firefighters are on-scene with paramedic intervention and initiation of patient care prior to the arrival of the ambulance.

Staffing

Of note, our staffing was adversely impacted by COVID-19 when, to limit exposure to the virus, certain career departments began prohibiting their members from serving on other fire depts. These restrictions occurred from time to time beginning with the second calendar quarter.

These prohibitions stressed our ability to consistently achieve a minimum 3 members per shift, especially during days.

As budgeted, commencing April 1, 2021, we are adding a third part-time paid firefighter to the night crew to address the difficulty of finding volunteers able to serve nights.

Staffing Metrics							
	2018	2019	2020				
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	12 Mos.
DAY COVERAGE							
Coverage by at least two firefighters	99%	99%	100%	100%	100%	100%	100%
Coverage by three or more firefighters	67%	46%	90%	90%	94%	94%	92%
Paramedic included in shift	97%	81%	87%	93%	99%	98%	94%
NIGHT COVERAGE							
Coverage by at least two firefighters	100%	100%	100%	99%	100%	100%	100%
Coverage by three or more firefighters	37%	42%	38%	29%	17%	13%	24%
Paramedic included in shift	73%	74%	91%	82%	92%	90%	89%
Calls answered by Day shift	61%	67%	71%	66%	68%	74%	70%
Calls answered by Night shift	39%	39%	29%	34%	32%	26%	30%

Property Loss from Fire

Four structure fires occurred in Parker during 2020 resulting in property damage. However, a single, high value property loss most impacted the 2020 outcomes. A similar scenario last occurred in 2017.

Estimated Dollar Value Saved & Lost				
Est. Property Losses from Fire (excludes grass fires)				
Year	Est. Total \$ Value	Est. \$ Lost	Est. \$ Saved	Est. % Saved
2020	1,843,000	1,339,500	503,500	27%
2019	272,000	270,500	1,500	Nil
2018	1,056,000	242,350	813,650	77%
2017	848,000	810,000	38,000	4%
2016	1,238,000	237,000	1,009,000	82%

Operational Readiness

- ✗ **Engine 811** (2001)
(FRONTLINE)
- ✓ **Engine 812** (1995)
(RESERVE)
- ✓ **Truck 811** (2019)
(FRONTLINE)
- ✓ **Brush 811**
- ✓ **Tac 811** (Tahoe)
- ✓ **Tac 812** (pickup)

- Engine 811 has undergone deep preventive maintenance to proactively identify and repair as necessary mechanical and electrical problems. The intent is to preserve its status as our frontline pumper for another 5 years. It remains out of service pending repairs to the fire pump.
- All other apparatus and vehicles are in operation.
- Engine 812, a reserve apparatus, is retained to support our ISO classification as well as to serve as backup to 20 years old Engine 811 when ladder Truck 811 is out of service for scheduled preventive maintenance or unscheduled repair. Engine 812 has responded to emergency calls over the past two years underscoring its utility to Parker.

PARKER POLICE DEPARTMENT
REPORT OF MONTHLY STATISTICS YEAR TO DATE

January 2021	THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	YTD 2021	YTD 2020	% CHANGE
Total Incidents	1221	1054	16%	1221	1054	16%
Calls for Service	92	120	-23%	92	120	-23%
House Watch	116	265	-56%	116	265	-56%
Other Service Response Incidents	1013	669	51%	1013	669	51%
Reported Incidents - Group A	8	10	-20%	8	10	-20%
Arson	0	0	0%	0	0	0%
Assault	0	1	-100%	0	1	-100%
Bribery	0	0	0%	0	0	0%
Burglary/Breaking and Entering	0	2	-100%	0	2	-100%
Counterfeiting/Forgery	1	0	100%	1	0	100%
Destruction/Damage/Vandalism of Property	1	2	-50%	1	2	-50%
Drug/Narcotic Offenses	2	0	200%	2	0	200%
Embezzlement	0	0	0%	0	0	0%
Extortion/Blackmail	0	0	0%	0	0	0%
Fraud	1	2	-50%	1	2	-50%
Gambling	0	0	0%	0	0	0%
Homicide	0	0	0%	0	0	0%
Human Trafficking	0	0	0%	0	0	0%
Kidnapping/Abduction	0	0	0%	0	0	0%
Larceny/Theft	2	2	0%	2	2	0%
Motor Vehicle Theft	0	1	-100%	0	1	-100%
Pornography/Obscene Material	0	0	0%	0	0	0%
Prostitution	0	0	0%	0	0	0%
Robbery	0	0	0%	0	0	0%
Sex Offenses	0	0	0%	0	0	0%
Sex Offenses, Nonforcible	0	0	0%	0	0	0%
Stolen Property	0	0	0%	0	0	0%
Weapon Law Violations	1	0	100%	1	0	100%
Group B Offenses	3	1	200%	3	1	200%
Bad Checks	0	0	0%	0	0	0%
Curfew/Loitering/Vagrancy Violations	0	0	0%	0	0	0%
Disorderly Conduct	0	0	0%	0	0	0%
Driving Under the Influence	1	0	100%	1	0	100%
Drunkenness	0	0	0%	0	0	0%
Family Offenses, Nonviolent	0	0	0%	0	0	0%
Liquor Violations	0	0	0%	0	0	0%
Peeping Tom	0	0	0%	0	0	0%
Runaway	0	0	0%	0	0	0%
Trespass of Real Property	0	1	-100%	0	1	-100%
All Other Offenses	2	0	200%	2	0	200%
Incident Reports - Non-Offenses	6	7	-14%	6	7	-14%
Incident Reports	6	7	-14%	6	7	-14%
Mental Health	0	0	0%	0	0	0%

Adult Arrests	3	1	200%	3	1	200%
Males	2	1	100%	2	1	100%
Females	1	0	100%	1	0	100%
Juvenile Detentions	1	0	100%	1	0	100%
Males	1	0	100%	1	0	100%
Females	0	0	0%	0	0	0%
Traffic Enforcement	238	177	34%	238	177	34%
Citations	95	130	-27%	95	130	-27%
Warnings	143	47	204%	143	47	204%
Accidents	4	11	-64%	4	11	-64%
Injury	1	7	-86%	1	7	-86%
Non-Injury	2	4	-50%	2	4	-50%
FLID	1	0	100%	1	0	100%
Investigations	95	77	23%	95	77	23%
Cases Assigned	17	25	-32%	17	25	-32%
Clearances	20	11	82%	20	11	82%
Cases Filed with DA	5	3	67%	5	3	67%
Follow-Ups	53	38	39%	53	38	39%
Leads Online	0	0	0%	0	0	0%
Alarm Activations	14	17	-18%	14	17	-18%
Residential	10	17	-41%	10	17	-41%
Chargeable	10	12	-17%	10	12	-17%
Non-Chargeable	0	5	-100%	0	5	-100%
Business	4	0	400%	4	0	400%
Chargeable	3	0	300%	3	0	300%
Non-Chargeable	1	0	100%	1	0	100%
Outside Agency Activities	18	28	-36%	18	28	-36%
Murphy PD	7	14	-50%	7	14	-50%
Collin County SO	5	7	-29%	5	7	-29%
Wylie PD	1	2	-50%	1	2	-50%
Allen PD	3	1	200%	3	1	200%
Other	2	4	-50%	2	4	-50%
Staff	Sworn	Civilian	Reserve			
Authorized	11	1	2			
Current Strength	11	1	1			
In Training	1	0	0			
Openings	0	0	0			
% Staffed	100%	100%	50%			
Reserve Hours	12	12				

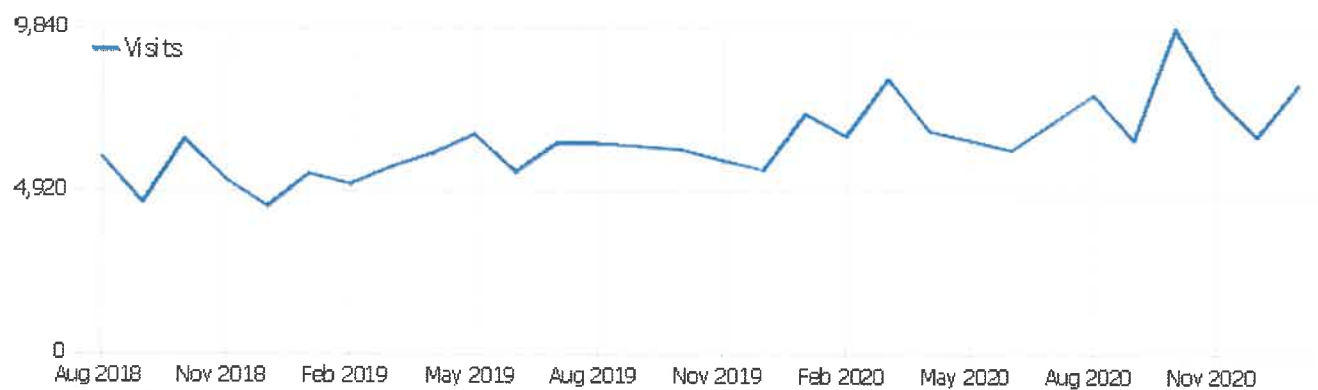


Parker, TX

Date range: January 2021

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	6,973
Visits	8,152
Actions	20,128
Maximum actions in one visit	81
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:00
Bounce Rate	61%
























Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
home alarm registration forms and fees due by january 3	15	1	33%
alarm	12	1	67%
annual renewal for home alarm due	11	2	45%
covid-19 vaccine waitlist	9	1	22%
covid-19 vaccine information	8	2	13%
everbridge	8	1	25%
true	8	1	38%
home alarm	7	1	71%
bulk trash	6	1	17%
trash	5	1	20%
alarm registration	4	1	50%
covid	4	1	100%
fence	4	2	100%
trash collection	4	1	75%
7t-jgd5bk9xswurmwaahedd4movhvgyne4mu4lylhck	3	1	100%
comprehensive plan	3	1	67%
election results	3	1	67%
handicapped parking	3	1	100%
pay ticket	3	1	33%
schools	3	1	33%
bulk trash flyer_2019-05-30	2	1	100%
christmas tree	2	1	50%
christmas tree pick up	2	1	100%
Others	241	277	32%




Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	5,871	13,014	2	00:01:50	67%	\$ 0
Search Engines	2,119	6,815	3	00:02:31	42%	\$ 0
Websites	162	299	2	00:00:48	59%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
 United States	5,886	15,150	3	00:02:07	59%	\$ 0
 Unknown	1,597	3,978	3	00:02:03	60%	\$ 0
 Germany	126	146	1	00:00:18	96%	\$ 0
 Philippines	109	136	1	00:00:22	86%	\$ 0
 South Korea	60	115	2	00:00:10	8%	\$ 0
 India	59	66	1	00:00:07	88%	\$ 0
 Canada	27	54	2	00:01:07	85%	\$ 0
 Russia	24	24	1	00:00:00	100%	\$ 0
 Colombia	17	56	3	00:09:26	41%	\$ 0
 South Africa	17	20	1	00:00:28	88%	\$ 0
 Pakistan	12	25	2	00:00:32	58%	\$ 0
 China	11	17	2	00:01:19	55%	\$ 0
 Nigeria	11	20	2	00:01:42	64%	\$ 0
 Romania	11	16	2	00:00:51	82%	\$ 0
 Czech Republic	10	16	2	00:00:22	80%	\$ 0
 France	10	14	1	00:00:41	70%	\$ 0
 Kenya	10	15	2	00:01:47	70%	\$ 0
 United Arab Emirates	10	10	1	00:00:00	100%	\$ 0
 Netherlands	9	22	2	00:03:11	67%	\$ 0
 Australia	8	20	3	00:01:51	63%	\$ 0
 Malaysia	8	8	1	00:00:00	100%	\$ 0
 Sweden	8	8	1	00:00:00	100%	\$ 0
 United Kingdom	7	13	2	00:00:14	86%	\$ 0
Others	105	179	2	00:01:06	78%	\$ 0

Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
 Desktop	5,110	14,196	3	00:02:25	57%	0%
 Smartphone	2,605	5,031	2	00:01:16	65%	0%
 Tablet	315	602	2	00:01:18	68%	0%
Unknown	117	291	3	00:01:31	86%	0%
Phablet	5	8	2	00:03:13	60%	0%



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: February 8, 2021
Exhibits:	<ul style="list-style-type: none"> Bethany Ulteig email, dated January 26, 2021

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION
DONATION OF A FREE PUBLIC LIBRARY. [TURRENTINE/ULTEIG]

SUMMARY

Please review the attached email, requesting the City assist LeAnn & Jamie Turrentine and Gregor & Bethany Ulteig establish/donate a free public library.

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:	02/25/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

From: Bethany Ulteig
Sent: Tuesday, January 26, 2021 2:20 PM
To: Luke Olson <>; 'Le Ann Turrentine' <>
Subject: Free Library

Luke, Le Ann & Jamie Turrentine and Gregor & Bethany Ulteig would like to donate a free public library to the city of Parker. This is the one that we are proposing: <https://littlefreelibrary.myshopify.com/collections/little-free-libraries/products/composite-two-story-red-little-free-library?variant=33401513705611>. We will also have to spend less than \$100 installing the Little Free Library. We can install or the city can if they need to.

We would like to install it near the ramp by the path to the Preserve so it is easy for people to find and grab a book. We would stock the library initially and try to keep an eye on it frequently to be sure there are books available. We already have a number of books available to stock the library (including some in Spanish, children's books, teen books, etc.). Please let me know if you need any additional information or this in a different format in order to get this approved by City Council. Thank you. Bethany Ulteig & Le Ann Turrentine

Search 

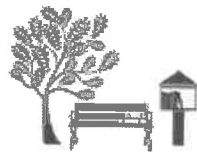
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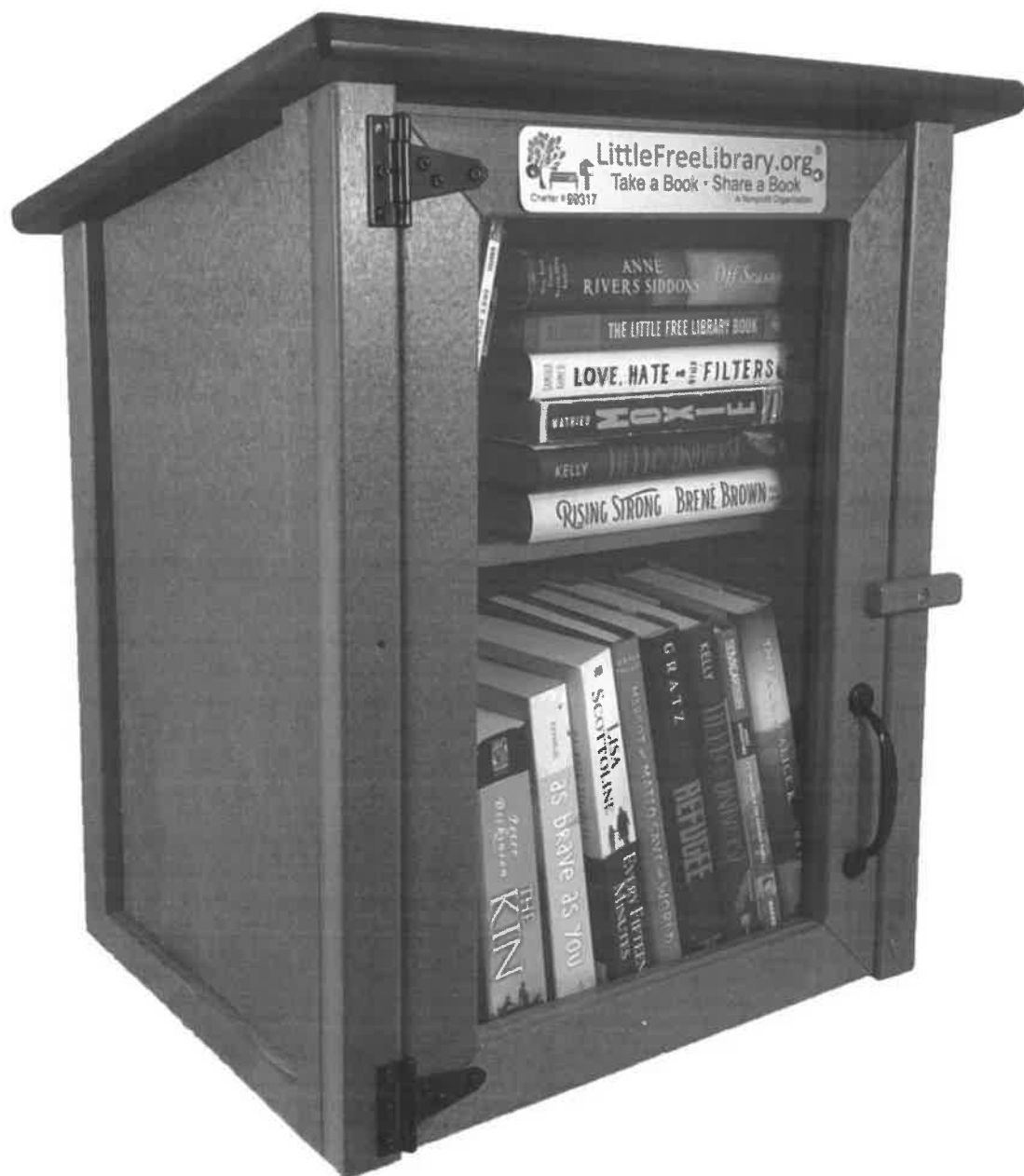
[CHARTER SIGNS](#) ▾

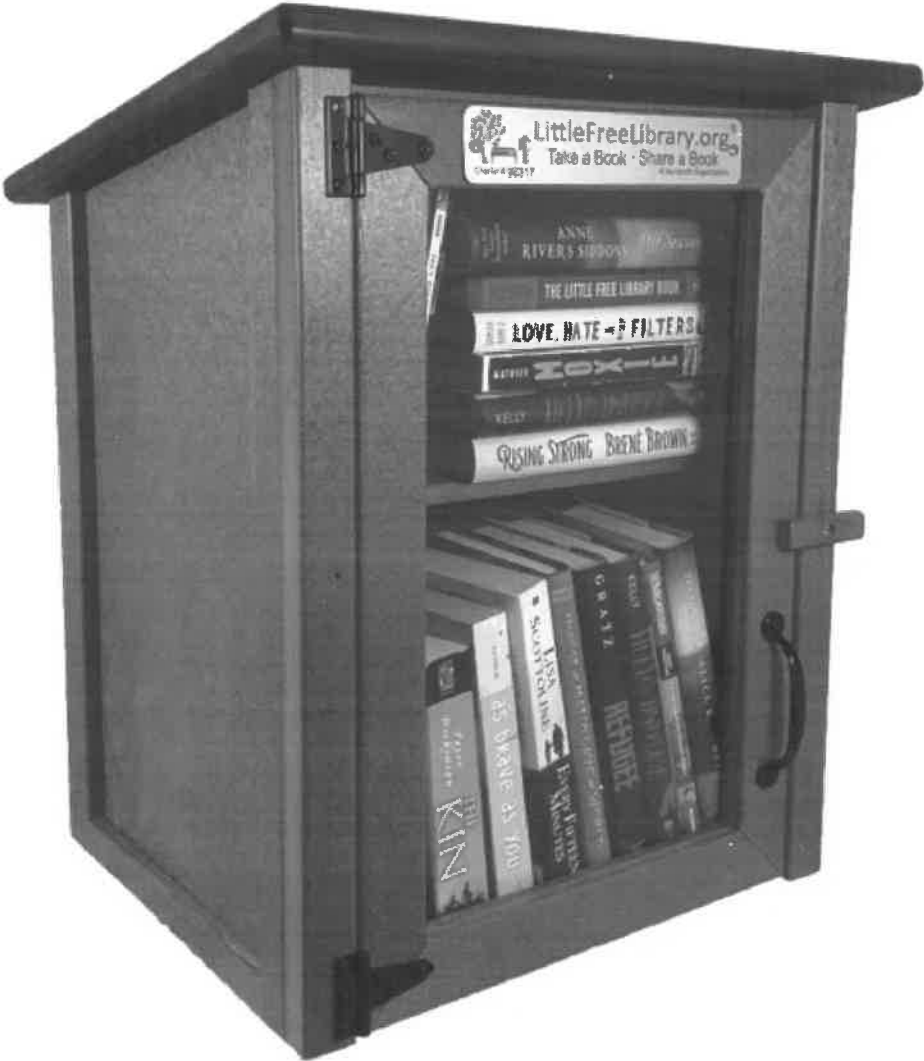
[LIBRARY POSTS](#)

[SPECIAL OFFERS](#) ▾

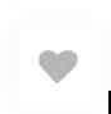
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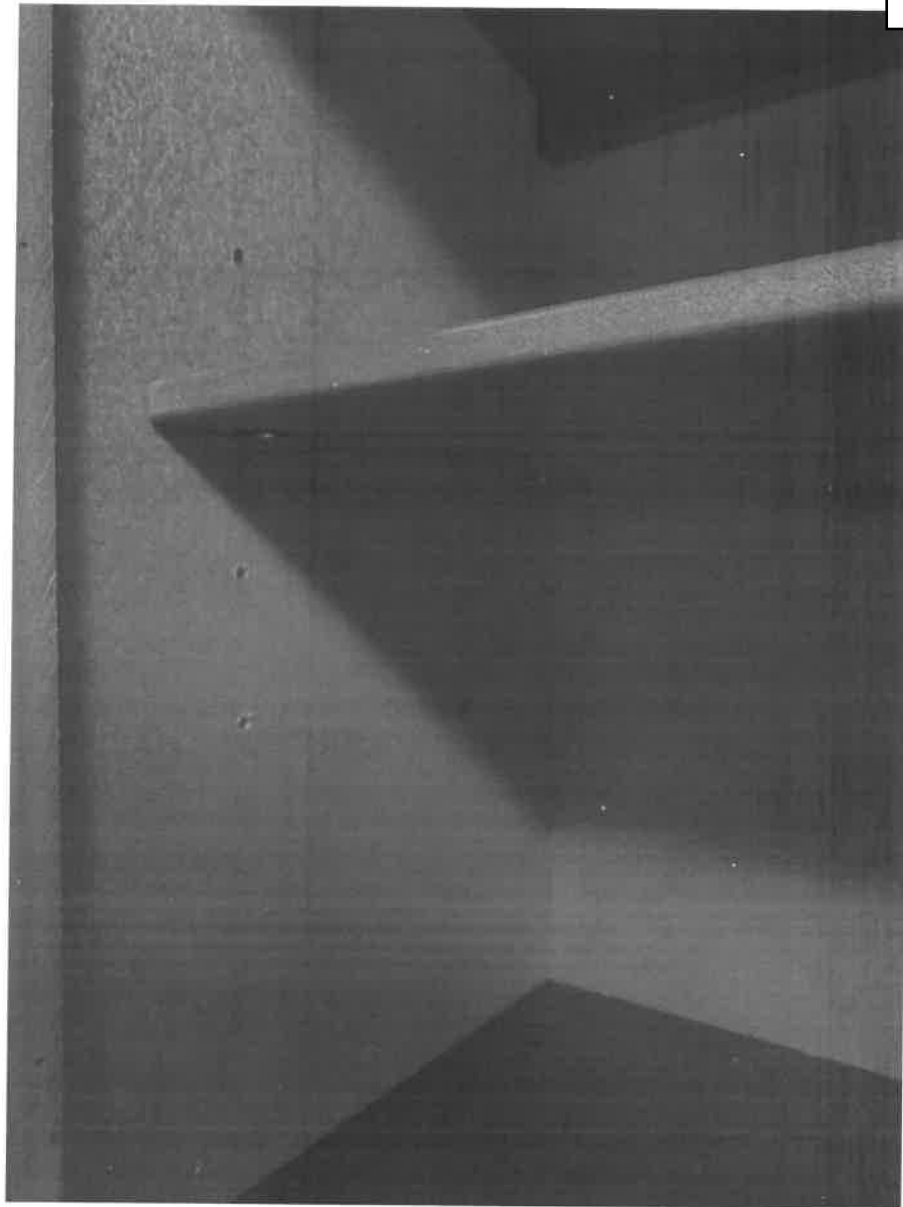


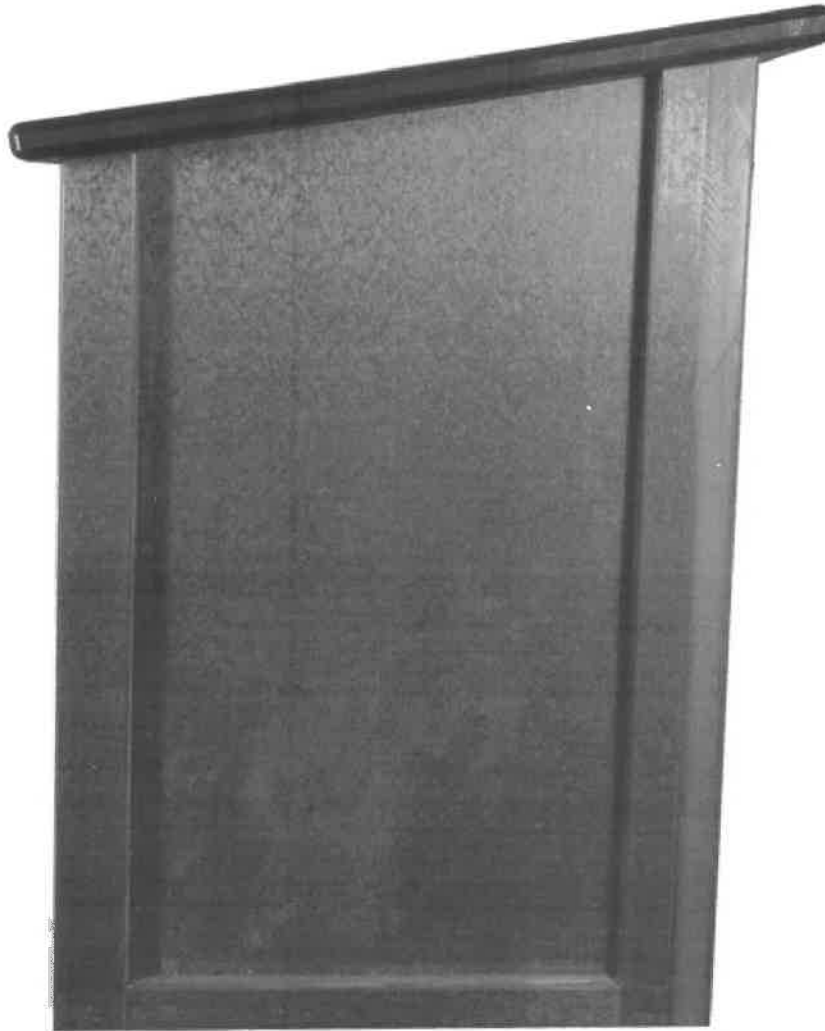








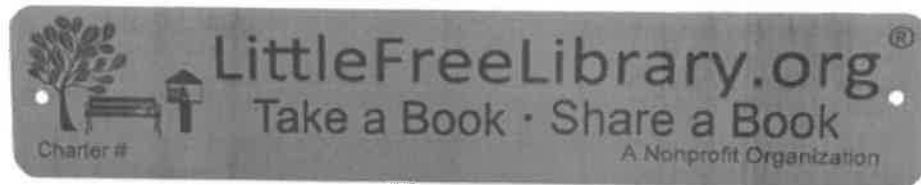






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Composite Two Story Red Little Free Library

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Silver

Quantity

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♡ ADD TO WISHLIST (75)

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- Corrosion free
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- No splintering, cracking or warping
- Surface embossed textures available for slip-resistance and aesthetic design
- Resistant to most chemical exposures
- 95% recycled content certification meeting FTC Green Guidelines

Key Features:

- Adjustable shelf makes it easy to fit books of all sizes
- This Little Library arrives ready to install and will last for decades with proper care

Details:

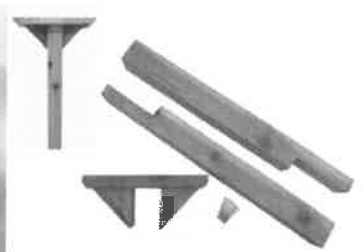
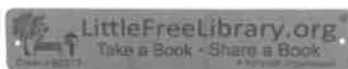
- Weighs 27 lbs
- Handcrafted in America by Amish artisans
- Library box exterior dimensions: 16" wide x 21" tall x 14" deep (the roof overhangs additional 1.5" on each side)
- Library box interior dimensions: **Bottom space** approximately 14" wide x 10" tall x 12" deep; **top space** approximately 14" wide x 8.25" tall in front, 6.5" tall in back, 9.5" deep
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Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Parker Police Chief Richard Brooks
Estimated Cost:	Date Prepared: January 19, 2021
Exhibits:	<ol style="list-style-type: none"> 1. 2020 Parker PD Racial Profiling Report 2. 2020 Parker PD Annual Report

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2020 RACIAL PROFILING AND ANNUAL REPORT(S). [BROOKS]

SUMMARY

Please review the attached 2020 Racial Profiling Report. By reporting this information to City Council and TCOLE (Texas Commission on Law Enforcement) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedure and State House Bill 3389. Should City Council have any questions, suggestions, or in need of any clarification, please contact Chief Richard Brooks or Captain Kenneth Price. Chief Brooks also has included the 2020 Parker PD Annual Report for your review. This is the second year of a five-year annual report project to provide Council with a long-range statistical tool for identifying trends in police reported activity and to highlight yearly accomplishments.

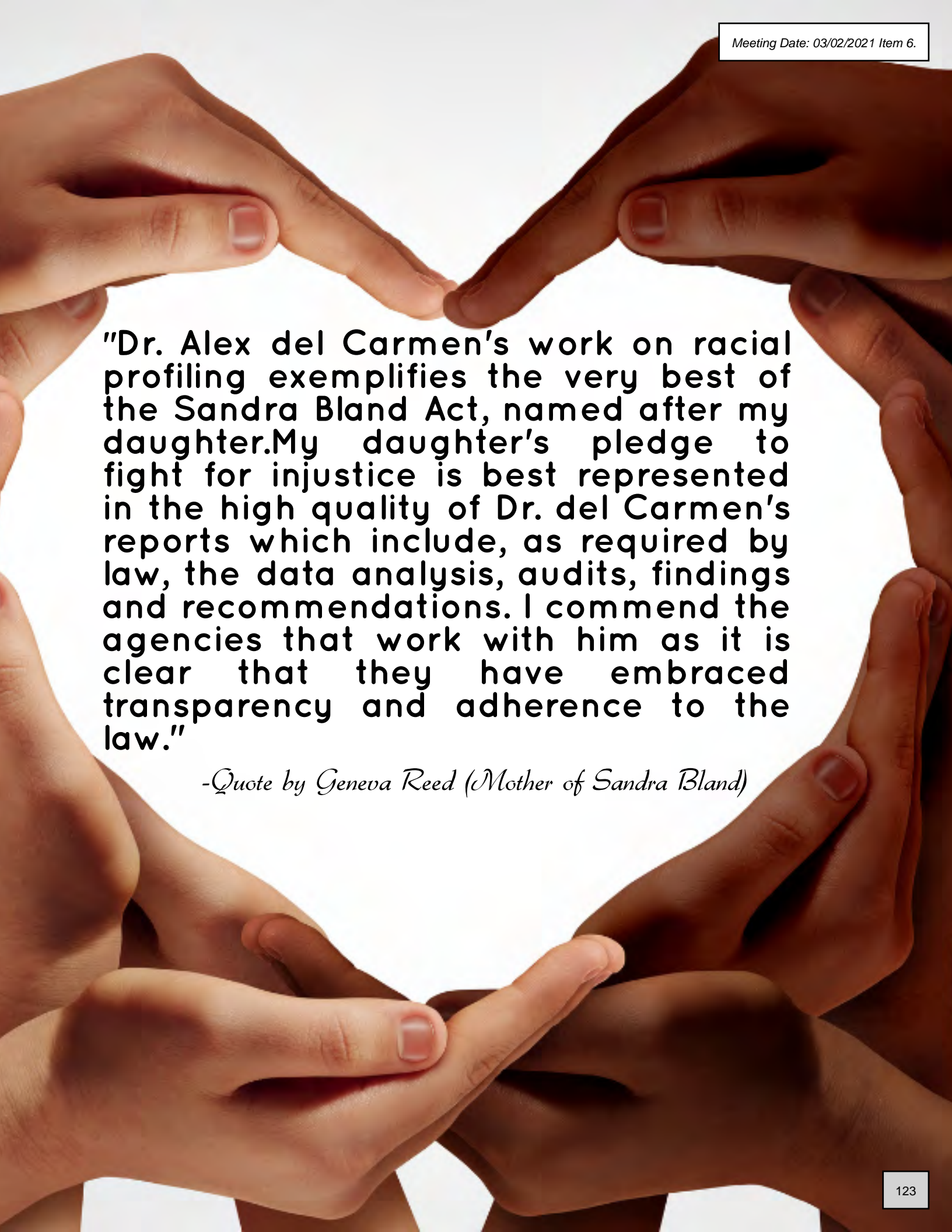
POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	02/25/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	02/25/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

DEL CARMEN CONSULTING, LLC
LAW ENFORCEMENT SERVICES

Parker POLICE DEPARTMENT 2020 RACIAL PROFILING REPORT



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Parker Police Department, in accordance with the law, has collected and reported motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Parker Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Parker Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. Further, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling as well as the Sandra Bland Act. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the Parker Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report includes statistical data relevant to contacts, made during the course of motor vehicle stops and in accordance with the law, between 1/1/20 and 12/31/20. In addition, this section contains the TCOLE Tier 2 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Parker Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Responding to the Law

Meeting Date: 03/02/2021 Item 6.



Public Education on Filing Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Parker Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Parker Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Parker Police officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Parker Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Parker Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Parker has been included in this report.

It is important to recognize that the Chief of the Parker Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Parker Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling

Course Number 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.



1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting - audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



Racial Profiling

Course Number 3256

Texas Commission on Law Enforcement

September 2001

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.



A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.



Racial Profiling

Course Number 3256

Texas Commission on Law Enforcement

September 2001

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/20 - 12/31/20, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



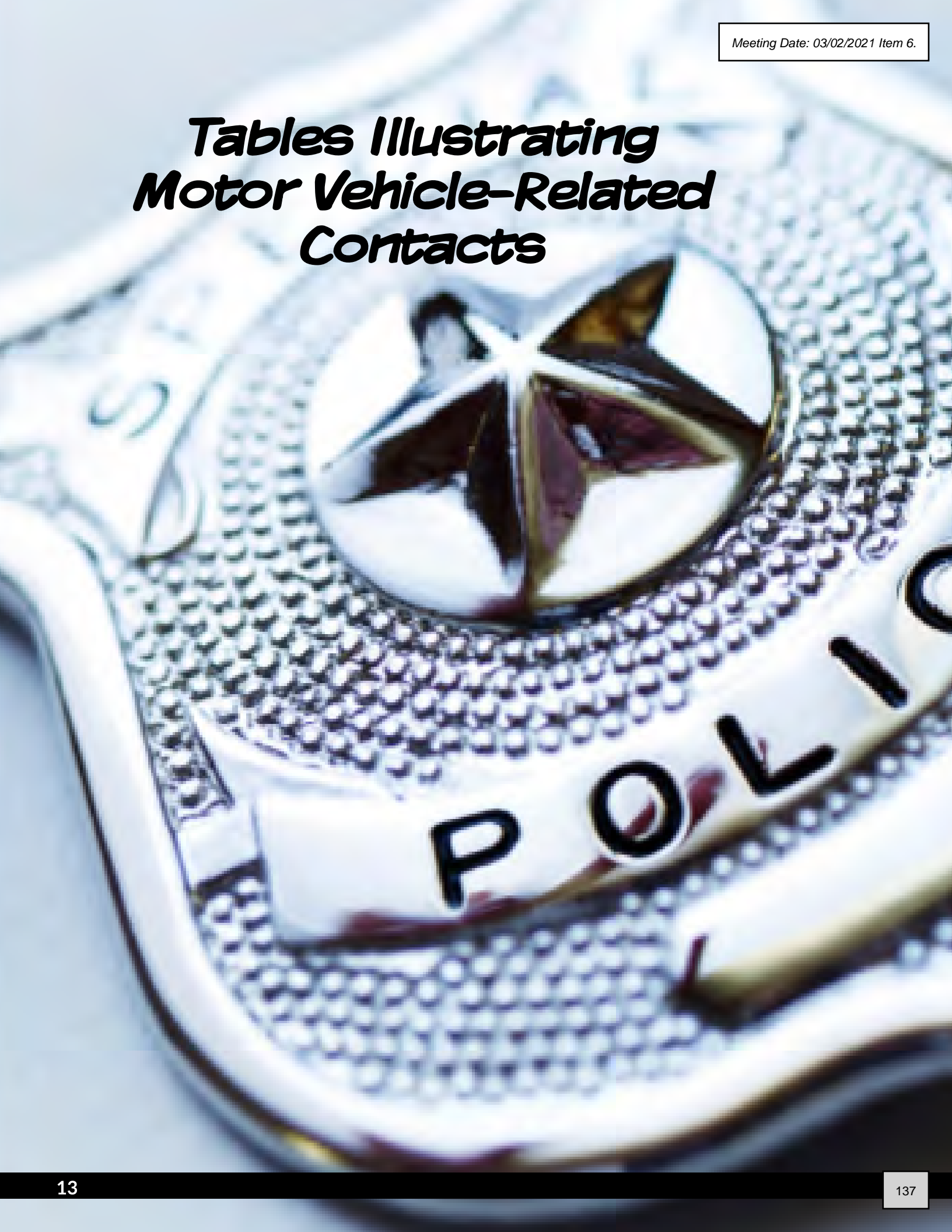
A check above indicates that the Parker Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/20 - 12/31/20.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts



Tier 2 Data



TOTAL STOPS: 1,386**STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.**

City Street	1,342
US Highway	16
County Road	2
State Highway	26
Private Property	0

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	1
No	1,385

RACE OR ETHNICITY

Alaska Native/American Indian	4
Asian/Pacific Islander	282
Black	162
White	657
Hispanic/Latino	281

GENDER**Female Total: 531**

Alaska Native/American Indian	2
Asian/Pacific Islander	107
Black	62
White	272
Hispanic/Latino	88

Male Total: 855

Alaska Native/American Indian	2
Asian/Pacific Islander	175
Black	100
White	385
Hispanic/Latino	193

REASON FOR STOP?**Violation of Law Total: 28**

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	1
White	20
Hispanic/Latino	5

Pre-existing Knowledge Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	0
White	1
Hispanic/Latino	1

Moving Traffic Violation Total: 1,195

Alaska Native/American Indian	4
Asian/Pacific Islander	242
Black	140
White	569
Hispanic/Latino	240

Tables Illustrating Motor Vehicle-Related

TIER 2 DATA continued

Meeting Date: 03/02/2021 Item 6.

Vehicle Traffic Violation Total: 158

Alaska Native/American Indian	0
Asian/Pacific Islander	35
Black	21
White	67
Hispanic/Latino	35

Contraband (in plain view) Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	4
Asian/Pacific Islander	2	280
Black	2	160
White	5	652
Hispanic/Latino	6	275
TOTAL	15	1,371

Probable Cause Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	1
Hispanic/Latino	1

Inventory Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

REASON FOR SEARCH?

Consent Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	4
Hispanic/Latino	0

Incident to arrest Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	0
Hispanic/Latino	1

Tables Illustrating Motor Vehicle-Related TIER 2 DATA continued

Meeting Date: 03/02/2021 Item 6.

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	1
Black	0	2
White	4	1
Hispanic/Latino	2	4
TOTAL	7	8

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	1
Black	0	0
White	0	4
Hispanic/Latino	1	1
TOTAL	1	6

DESCRIPTION OF CONTRABAND

Drugs Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	3
Hispanic/Latino	2

Weapons Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Alcohol Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Tables Illustrating Motor Vehicle-Related TIER 2 DATA continued

Meeting Date: 03/02/2021 Item 6.

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

RESULT OF THE STOP

Verbal Warning Total: 39

Alaska Native/American Indian	0
Asian/Pacific Islander	6
Black	6
White	20
Hispanic/Latino	7

Written Warning Total: 593

Alaska Native/American Indian	2
Asian/Pacific Islander	138
Black	80
White	301
Hispanic/Latino	72

Citation Total: 750

Alaska Native/American Indian	2
Asian/Pacific Islander	137
Black	76
White	335
Hispanic/Latino	200

Written Warning and Arrest Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Citation and Arrest Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	0
Hispanic/Latino	0

Arrest Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	2

TIER 2 DATA continued

ARREST BASED ON

Violation of Penal Code Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	2

Violation of Traffic Law Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	0
Hispanic/Latino	0

WAS PHYSICAL FORCE RESULTING IN BODILY INJURY USED DURING STOP?

Yes Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

No Total: 1,386

Alaska Native/American Indian	4
Asian/Pacific Islander	282
Black	162
White	657
Hispanic/Latino	281

NUMBER OF COMPLAINTS OF RACIAL PROFILING

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0



REGULATION

COMPLIANCE

POLICIES

Table 1. Motor Vehicle Contacts Including Tickets, Citations and Warnings. (1/1/20-12/31/20)

Race/Ethnicity	All Motor Vehicle Contacts		Tickets or Citations*		Verbal Warnings		Written Warnings	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	4	0	2	0	0	0	2	0
Asian or Pacific Islander	282	20	138	18	6	15	138	23
Black	162	12	76	10	6	15	80	13
White	657	47	335	45	20	51	301	51
Hispanic or Latino	281	20	200	27	7	18	73	12
TOTAL	1,386	100	751	100	39	100	594	100

*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings

"N" represents "number" of all motor vehicle-related contacts

**Race/Ethnicity is defined by HB 3051.



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access (in percentages). (1/1/2020 -12/31/20)

Race/Ethnicity*	Contacts (in percentages)	Households With Vehicle Access (in percentages)
Alaska Native or American Indian	0	0
Asian or Pacific Islander	20	5
Black	12	14
White	47	60
Hispanic or Latino	20	19
TOTAL	100	98

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051

Table 3. Motor Vehicle Searches and Arrests. (1/1/20-12/31/20)

Race/Ethnicity	Searches		Consensual Searches		Custody Arrests	
	N	%	N	%	N	%
Alaska Native or American Indian	0	0	0	0	0	0
Asian or Pacific Islander	2	13	0	0	1	25
Black	2	13	2	33	0	0
White	5	33	4	67	0	0
Hispanic or Latino	6	40	0	0	3	75
TOTAL	15	100	6	100	4	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Table 4. Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury

(1/1/20-12/31/20)

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Location of Stop	Reason for Stop



Table 5. Search Data (1/1/20-12/31/20)

Race/Ethnicity	Searches		Contraband/ Evidence Found		Contraband/ Evidence Not Found		Arrests	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	0	0	0	0	0	0	0	0
Asian or Pacific Islander	2	13	1	14	1	13	1	25
Black	2	13	0	0	2	25	0	0
White	5	33	4	57	1	13	0	0
Hispanic or Latino	6	40	2	29	4	50	3	75
TOTAL	15	100	7	100	8	100	4	100

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/20-12/31/20.

Data Audits on Racial Profiling Data

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	20-January	Data reviewed is valid and reliable.
1	20-April	Data reviewed is valid and reliable.
1	20-August	Data reviewed is valid and reliable.
1	20-December	Data reviewed is valid and reliable.

Additional Comments:

Table 7. Instances Where Use of Force Was Used Which Caused Bodily Injury During a Motor Vehicle Contact. (1/1/20-12/31/20)

Race/Ethnicity	Use of Force Causing Bodily Injury	
	N	%
Alaska Native or American Indian	0	0
Asian or Pacific Islander	0	0
Black	0	0
White	0	0
Hispanic or Latino	0	0
TOTAL	0	0

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051

Table 8. Reason for Arrests Resulting From a Motor Vehicle Contact. (1/1/20-12/31/20)

Race/Ethnicity	All Motor Vehicle Contacts		Tickets or Citations		Verbal Warnings		Written Warnings	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	0	0	0	0	0	0	0	0
Asian or Pacific Islander	0	0	0	0	0	0	1	0
Black	0	0	0	0	0	0	0	0
White	0	0	0	0	0	0	0	0
Hispanic or Latino	2	100	0	0	0	0	0	0
TOTAL	2	100	0	100	0	0	1	0

"N" represents "number" of all motor vehicle contacts

** Race/Ethnicity is defined by HB 3051



Analysis and Interpretation of Data

Analysis and Interpretation of Data

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it was required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on

January 1, 2018. The Sandra Bland Act not only currently requires the ex data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Parker Police Department commissioned the analysis of its 2020 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2020 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury. It is important to recognize that the department opted to report its data in a more detailed manner (new template) which allows for a better and more reliable analysis.

It should be noted that the additional data analysis performed was based on a comparison of the 2020 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Parker Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households. It is anticipated that next year, when the 2020 Census findings are available, this information will be updated, accordingly.

There is no question that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Parker Police Department in 2020 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Parker Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2020) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2020, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Asians and Hispanics. Of those that came in contact with the police, most tickets or citations were issued to Whites; this was followed by Hispanics. However, in terms of written warnings, most of these were issued to Whites; followed by Asians.

Regarding searches and arrests, the data showed that most searches took place among Hispanics. When considering all searches, most were consented by Whites while most custody arrests were of Hispanics. Overall, most searches did not result in contraband; of these, most searches producing contraband took place among Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Hispanics. Most arrests were made on Hispanics; this was followed by Asians. Most of the arrests that originated from a violation of the penal code involves Hispanics. Asians were among the most arrested as a result of an outstanding warrant. Overall, the police department does not report any instances where force was used that results in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in DFW who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites and Blacks that came in contact with the police was lower than the percentage of White and Black households in DFW that claimed, in the 2010 census, to have access to vehicles. The opposite was true of Hispanics

and Asians. That is, a higher percentage of Hispanics and Asians came in contact with the police than the percentage of Hispanic and Asian households in DFW that claimed, in the 2010 census, to have access to vehicles. It should be noted that the percentage difference among Hispanic contacts with households was of less than 3 percent; thus, deemed by some as being statistically insignificant.

The analysis of the searches performed shows that most of the searches did not produce contraband. This is consistent with national law enforcement trends. In addition, of those searches that produced contraband, the majority of them involved White contacts.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the Parker Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 7, the audits performed have shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Parker Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Parker Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2021 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Parker Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling is not tolerated.



Checklist

The following requirements were met by the Parker Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Parker Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2020.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



Legislative & Administrative Addendum

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

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

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

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

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

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

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

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

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

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

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

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

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.

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

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

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

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

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

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
 - (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;
- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

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

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

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

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

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

PARKER POLICE DEPARTMENT RACIAL PROFILING POLICY



Parker Police Department
General Orders

Title: Racial Profiling

Number: 112.001

Effective Date: January 12, 2018

Review Date: 01/07/2021

City Attorney Review: Yes

TPCA Recognition Standards: 2.01

I. PURPOSE

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

II. POLICY

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officer shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts. (TPCA Standard 2.01)
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedures, which prohibits Texas peace officers from engaging in racial profiling. (TPCA Standard 2.01)

III. DEFINITIONS

- A. Racial Profiling – a law enforcement-initiated action based on an individual's face, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial



Parker Police Department General Orders

profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

- B. Race or Ethnicity – persons of a particular descent, including White, Black, Hispanic or Latino, Asian or Pacific Islander, Alaskan Native or American Indian descent.
- C. Acts Constituting Racial Profiling – acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender sexual orientation, religion, economic status, age, culture group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- E. Motor Vehicle Contacts – includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings.

IV. PROHIBITION

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

V. COMPLAINT PROCESS

- A. No person shall discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Parker Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.



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1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X, Investigation of Externally Originated Complaints.
 2. Citizens who appear in person wishing to file a complaint shall be directed to the Internal Affairs Investigator and provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Parker Police Department lobby, and at Parker City Hall. Citizens may also be directed to the Departmental website to file a complaint.
- C. Any Officer or Investigator who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI, Investigation or Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a level I complaint, and shall be investigated by the office of the Chief of Police or the Internal Affairs Investigator as directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Internal Affairs Unit.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

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

VII. PUBLIC EDUCATION

This department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Parker Police Department, and at the Parker City Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the internet, public meetings, newsletters, email, phone or by mail. The Department will disclose to others the phone number, name of person and address where a complaint or complement can be filed.



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VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT OF MOTOR VEHICLE STOPS

(TPCA Standard 2.01)

- A. For each motor vehicle stop and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:
1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:
 - a. The person's gender.
 - b. The person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
 - c. Information identifying the race or ethnicity of the individual detained will be documented using the following codes:

W – White
B – Black
H – Hispanic or Latino
A – Asian or Pacific Islander
I – Alaska Native or American Indian
 2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
 3. The initial reason for the stop.
 - a. Violation of the law.
 - b. Pre-existing knowledge (i.e. warrant)
 - c. Moving Traffic Violation.
 - d. Vehicle Traffic Enforcement (Equipment, Inspection or Registration).



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4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search verbally or by signing the form (PPD-020).
5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence.
 - a. Illegal drugs/drug paraphernalia.
 - b. Currency
 - c. Weapons
 - d. Alcohol
 - e. Stolen Property
 - f. Other
6. The reason for the search, including whether.
 - a. Consent.
 - b. Any contraband or other evidence was in plain view.
 - c. Any probable cause of reasonable suspicion existed to perform the search.
 - d. The search was performed as a result of an impound of the motor vehicle.
 - e. Incident to arrest or arrest by warrant.
7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or City ordinance or an outstanding warrant and a statement of the offense charged.



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8. The street address or approximate location of the stop. Including type of roadway,
 - a. City Street
 - b. US Highway
 - c. County Road
 - d. Private Property or other.
 9. Whether the officer issued a citation or a written or verbal warning as a result of the stop.
 10. Whether the person contacted is a resident or non-resident of the City of Parker.
 11. Whether the peace officer used physical force that resulted in bodily injury. As that term is defined by Section 1.07, Penal Code during the stop.
 - a. The location of the stop.
 - b. The reason for the stop.
- B. The primary mechanism for collecting this data will be the ICS Records Management system. The modules of "Racial Profiling" (Citations and Written Warnings) and "Stop Data" (Verbal Warnings) shall be used. Should this method fail, all required data should be reported to the Commander of the Administrative Services Division using Racial Profiling form PPD-008.
- C. The Internal Affairs Investigator shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period of January 1 through December 31 of each year, shall be submitted to the governing body of the City of Parker no later than March 1 of the following year. The report will include:
1. A breakdown of citations by race or ethnicity.



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2. Gender.
3. Reason for the Stop.
4. Number of citations that resulted in a search.
5. Number of searches that were:
 - a. Consent,
 - b. Contraband,
 - c. Probable Cause,
 - d. Inventory,
 - e. Incident to Arrest.
6. Number of citations that resulted in custodial arrest.
7. Public education efforts concerning the racial profiling complaint process.
8. A comparative analysis of the information compiled (under Article 2.133):
 - a. Evaluate and compare the number of motor vehicle stops, with the City of Parker, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
 - b. Examine the disposition of motor vehicle stops made by officers employed by Parker Police Department, categorized according to race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops with the City of Parker;
 - c. Evaluate and compare the number of searches resulting from motor vehicle stops within the City of Parker and whether contraband or other evidence was discovered in the course of those searches.
9. Information related to each complaint filed with the Parker Police Department alleging that a peace officer employed by the Parker Police Department has engaged in racial profiling.



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10. Total number of officers who knew or did not know, the race/ethnicity of the individual before being detained.
- D. The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection VIII C. 7. to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.
- E. If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the State for a civil penalty in an amount not to exceed \$5,000.00 for each violation. The Attorney General may be used to collect a civil penalty under this subsection.
- F. The annual report shall not include identifying information about any individual stopped or arrested and shall not include identifying information about any peace officer involved in a traffic stop or arrest.
- G. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission prescribed format.

IX. AUDIO AND VIDEO EQUIPMENT

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile camera system capable of recording video and audio and each officer shall be equipped as well with a synced Digital Media Recorder (DMR).
- B. For procedures for the proper use of audio and video equipment refer to General Order 112.013 Computer and Electronic Equipment Usage and Data Security Section VII. (Mobile Video Recording Systems) and Section VIII. {Digital Media Recorders (DMR)(Body Worn Camera)}
- C. A supervisor shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed above for each motor vehicle stop on the Racial Profiling form (PPD-008). All documentation must be



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submitted to the Commander of the Administrative Services Division prior to the end of that tour of duty.

X. REVIEW OF VIDEO AND AUDIO DOCUMENTATION (TPCA Standard 2.01)

- A. Each audio and video recording shall be retained for a minimum period of one hundred eighty (180) days, unless a complaint is filed alleging that an officer engaged in racial profiling with response to a motor vehicle stop. The Internal Affairs Investigator shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this General Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Uniformed Services Division Commander or his designee shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (PPD-009)
 - 1. Written documentation shall include:
 - a. The name of the offices whose stops were reviewed.
 - b. The date(s) of the videos reviewed.
 - c. The date the actual review was conducted.
 - d. The name of the person conducting the review.
 - 2. The Uniformed Division Commander shall forward the required documentation to the Office of the Chief of Police.
 - 3. The Internal Affairs Investigator shall maintain a file of all video review documentation performed, in compliance with this General Order.



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

XI. TRAINING (TPCA Standard 2.01)

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

XIII EFFECTIVE DATE

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.
- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training in this General Order will be in accordance with General Order 101.001, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this General Order.

Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

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Parker Police Department

2020 ANNUAL REPORT

Message From The Chief



- ▶ 2020 was an unprecedented year. Parker PD fought through the enormous challenges of staff infections, staff shortages, infection protocols, etc. We implemented quick and effective changes to our contact procedures which led to fewer officer-initiated contacts to lesson our chances of infection. I am so proud of the staff and how they handled themselves in the face of an unknown pandemic. They all did a fantastic job and served Parker with distinction!
- ▶ As we look ahead to 2021, we are applying the lessons learned in 2020, the recommendations of the CDC and healthcare experts to continue to provide law enforcement services to the City of Parker in the safest manner possible. We intend to move forward with our agenda and increase services as we can. We would like to thank the Mayor and City Council for your unfailing support throughout 2020 and we look forward to your continued support in 2021. Please accept our Parker Police Department 2020 Annual Report.

In your service,
Richard Brooks
Chief of Police



Our Vision



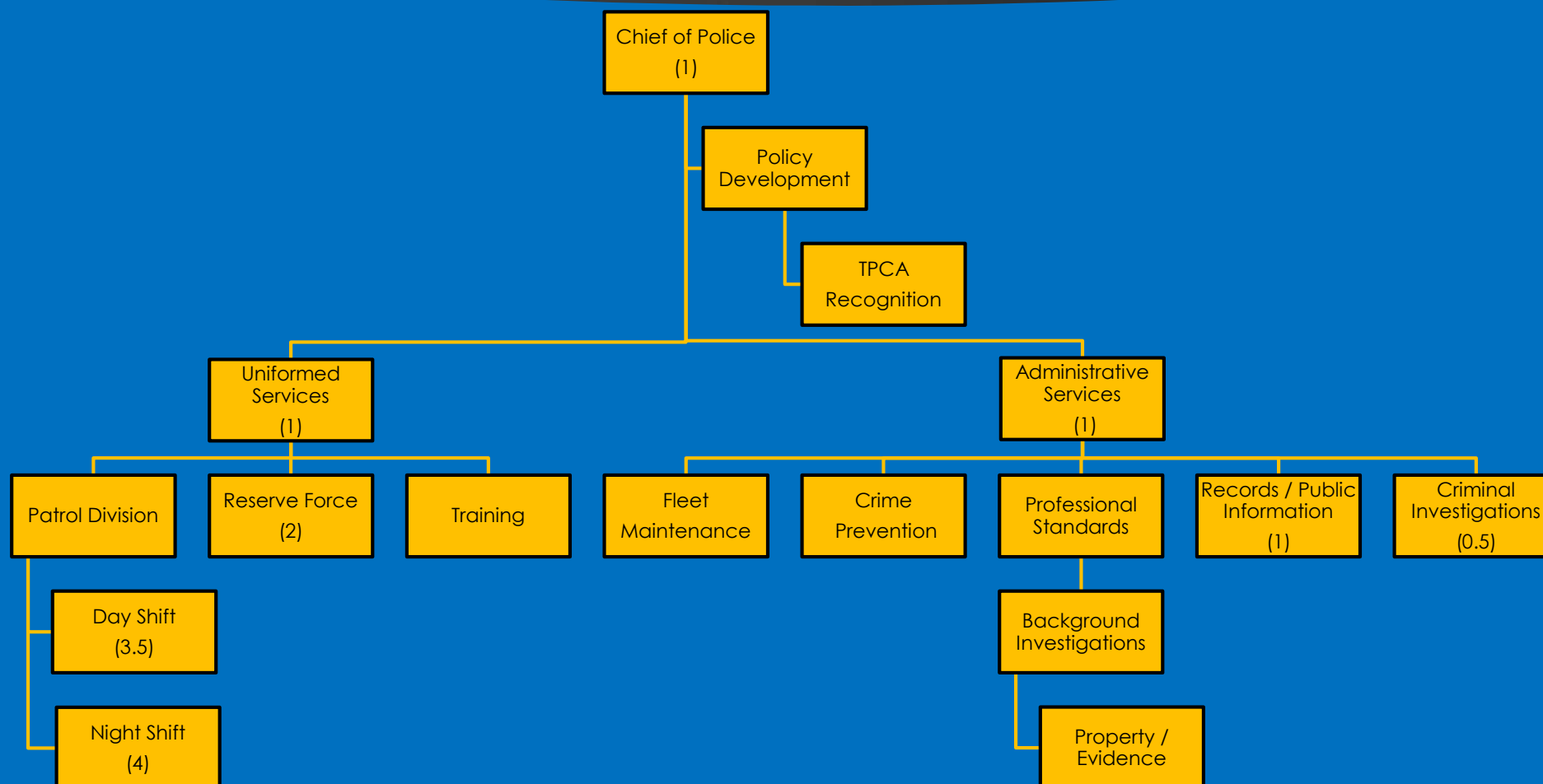
- ▶ The Parker Police Department is committed to providing high quality police services to the community through community partnerships, problem-solving strategies, innovation, creativity, adaptability to an ever-changing environment and a participative management style through highly trained and disciplined employees using the latest technology.
- ▶ Furthermore, we recognize that our most valuable resource in this commitment is our people and we strive to create a positive working atmosphere where creativity and participation abound.

Our Mission



- ▶ The mission of the Parker Police Department is to serve our community by providing professional, courteous and unbiased law enforcement services, thus making the City of Parker a safe place to live, visit and work.

Organizational Chart



Parker Police Structure



Office of the Chief of Police

- ▶ Policy Development
- ▶ Recognition Program
- ▶ Budget/Purchasing
- ▶ Public Information Officer

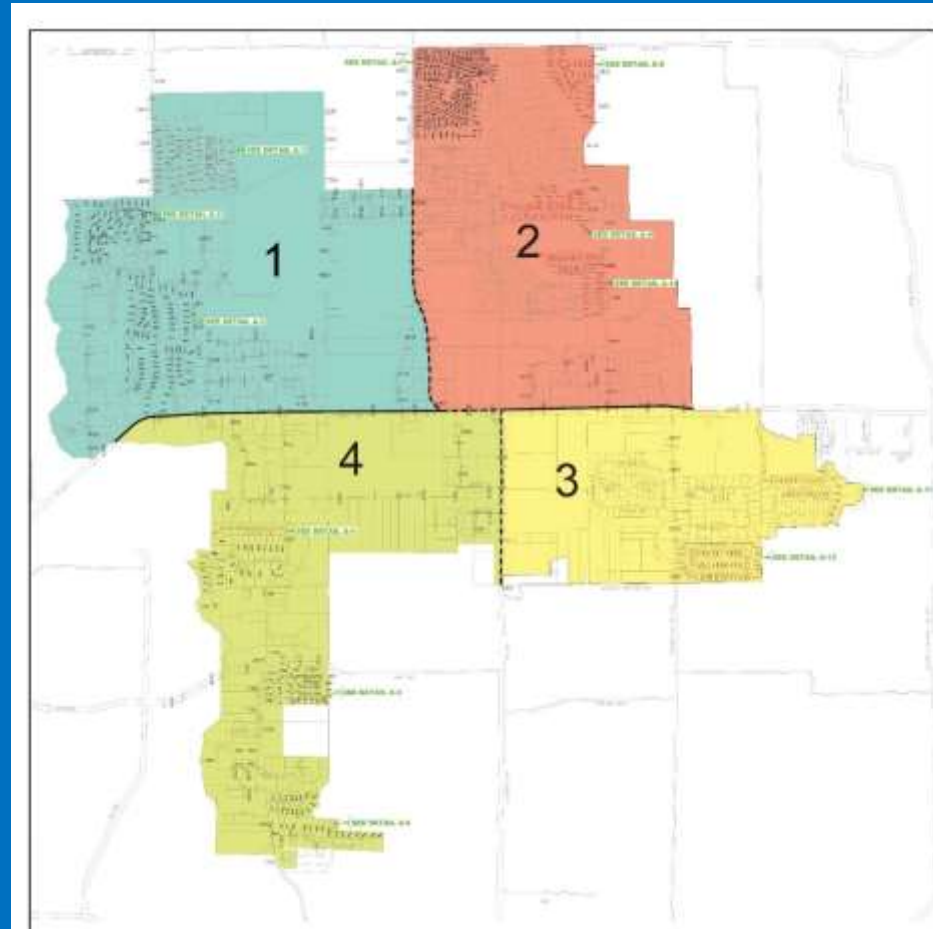
Uniformed Services Division

- ▶ Uniformed Patrol
- ▶ Traffic Enforcement
- ▶ Accident Investigation
- ▶ Training
- ▶ Reserve Force

Administrative Services Division

- | | | |
|-----------------------------|---------------------------------|-------------------------------|
| ▶ Crimes Against Persons | ▶ Professional Standards | ▶ Police Records |
| ▶ Property Crimes | ▶ Internal Affairs | ▶ Public Information Requests |
| ▶ Juvenile Crimes | ▶ Recruiting/Hiring | ▶ Personnel Files |
| ▶ Crime Analysis | ▶ Quartermaster | ▶ Emergency Communications |
| ▶ Crime Victim Compensation | ▶ Asset Management | ▶ Vehicle Maintenance |
| ▶ Property/Evidence | ▶ Special Events/Part-Time Jobs | ▶ Community Services |

Police Beat Map - City

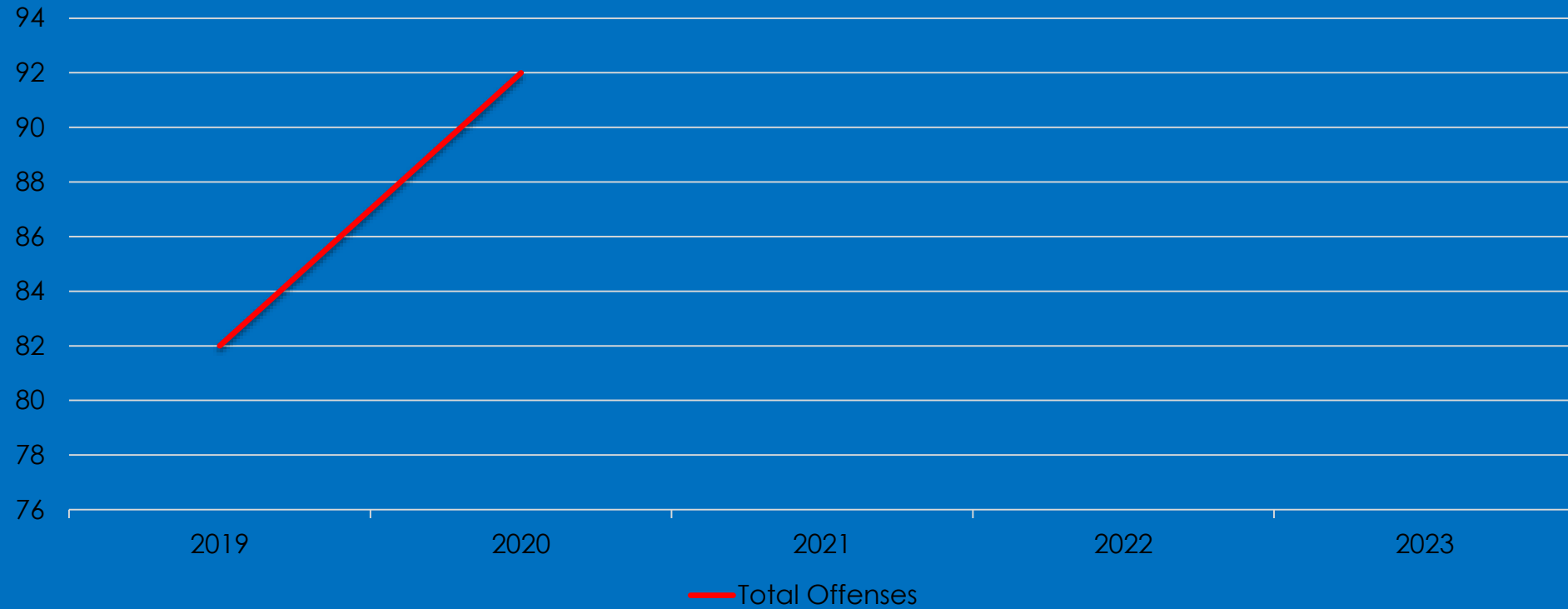




5 Year Crime Comparison (Group A)

	2019	2020	2021	2022	2023
Total Reporting Offenses	82	92			
Arson	0	0			
Aggravated Assault	7	8			
Bribery	0	0			
Burglary/Breaking and Entering	7	12			
Counterfeiting/Forgery	4	2			
Destruction/Damage/Vandalism of Property	8	19			
Drug/Narcotics	17	8			
Embezzlement	0	0			
Extortion/Blackmail	0	0			
Fraud	11	24			
Gambling	0	0			
Homicide	0	0			
Human Trafficking	0	0			
Kidnapping/Abduction	0	0			
Theft – Larceny	21	16			
Motor Vehicle Theft	0	1			
Pornography/Obscene Material	1	0			
Prostitution	0	0			
Robbery	0	0			
Sex Offenses	4	1			
Stolen Property	2	0			
Weapon Law Violations	0	1			

5 Year Crime Comparison (Group A)

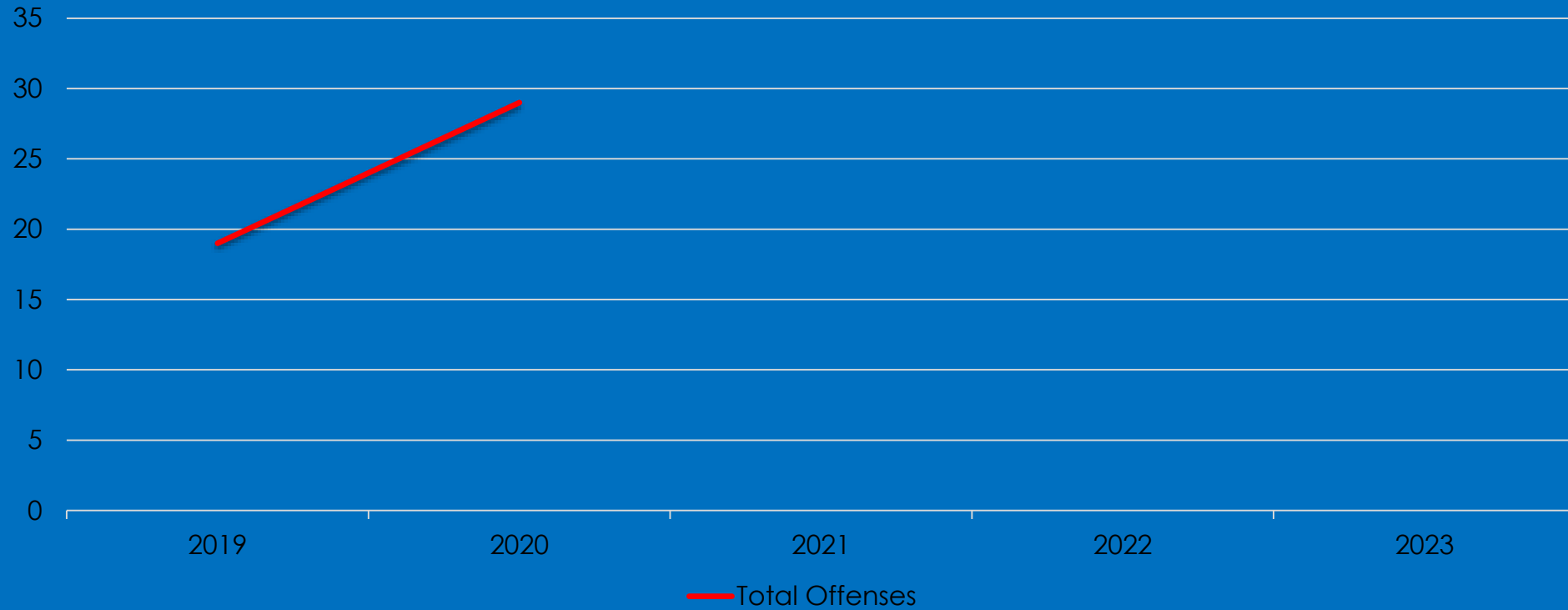




5 Year Crime Comparison (Group B)

	2019	2020	2021	2022	2023
Total Reporting Offenses	19	29			
Bad Checks	0	0			
Curfew/Loitering/Vagrancy Violations	0	0			
Disorderly Conduct	0	0			
Driving Under the Influence	4	4			
Drunkenness	1	2			
Family Offenses, Nonviolent	0	0			
Liquor Violations	0	0			
Peeping Tom	0	0			
Runaway	2	3			
Trespass of Real Property	4	5			
All Other Offenses	8	15			

5 Year Crime Comparison (Group B)





Crime Rate Per Capita

Population	2019 4840 ⁺	2020 5020 ⁺⁺	2021	2022	2023
Group A ^{**}	0.01694	0.01833			
Group B ^{***}	0.00393	0.00578			

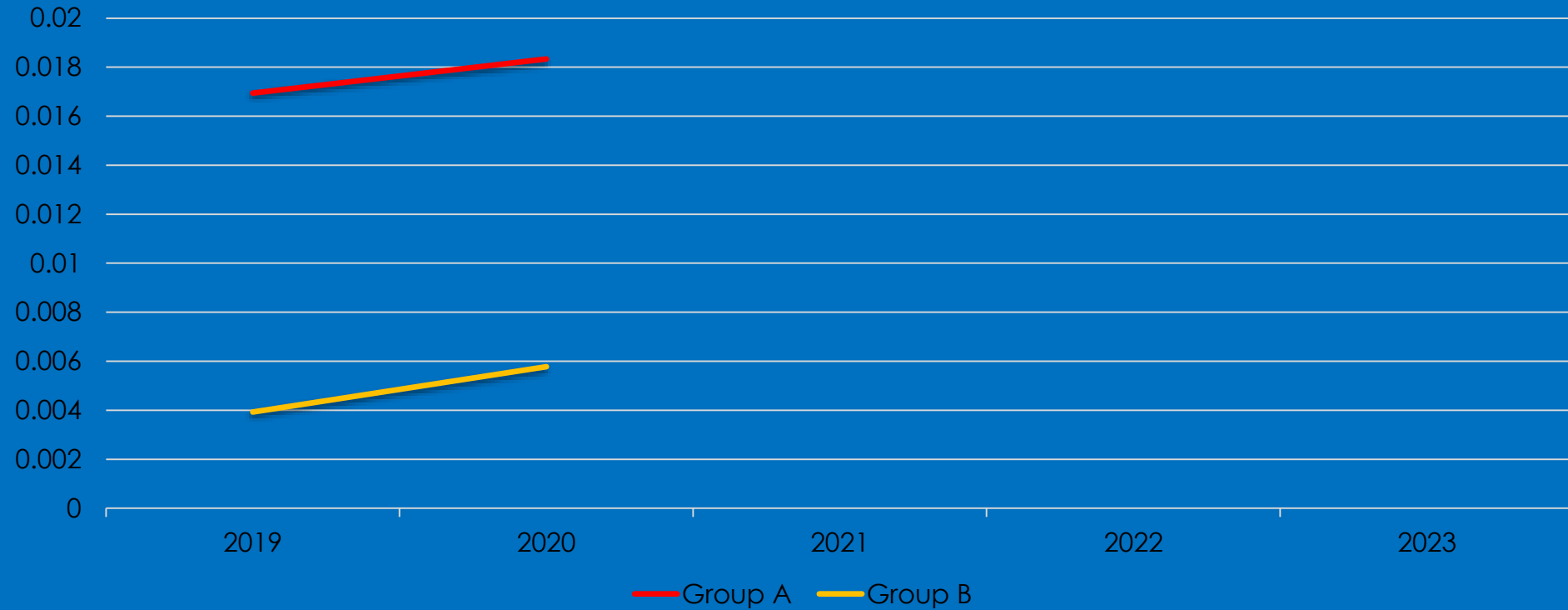
⁺Population count as of Jan. 2019

⁺⁺Population count as of Jan. 2020

- ▶ ****Group A** – Arson, Assault, Bribery, Burglary/Breaking and Entering, Counterfeiting/Forgery, Destruction/Damage/Vandalism of Property, Drug/Narcotic, Embezzlement, Extortion/Blackmail, Fraud, Gambling, Homicide, Human Trafficking, Kidnapping/Abduction, Larceny/Theft, Motor Vehicle Theft, Pornography/Obscene Material, Prostitution, Robbery, Sex Offenses, Stolen Property, Weapon Law Violations
- ▶ *****Group B** – Bad Checks, Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under Influence, Drunkenness, Family Offenses Nonviolent, Liquor Violations, Peeping Tom, Runaway, Trespass of Real Property, All Other Offenses



Crime Rate Per Capita



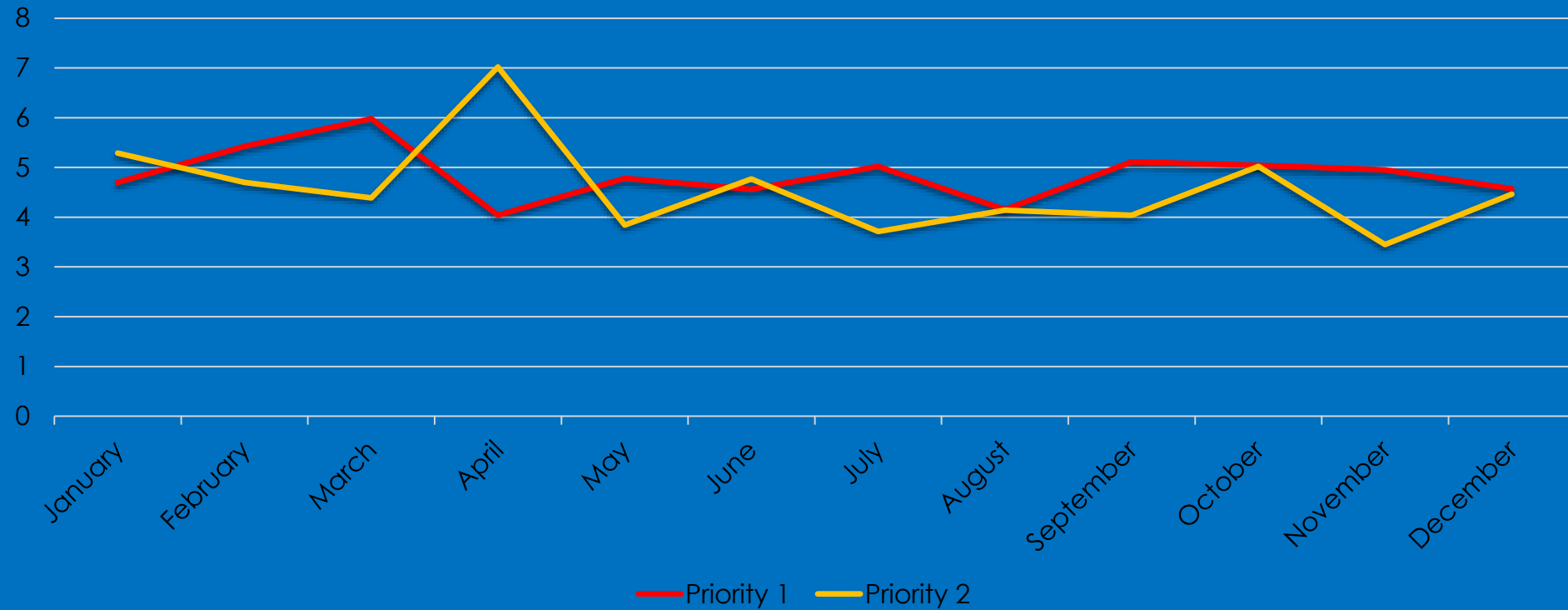
Response Times - 2020



Response Times (Avg. Mins)	January	February	March	April	May	June
Priority 1	4.7	5.42	5.98	4.04	4.78	4.56
Priority 2	5.29	4.7	4.39	7.02	3.84	4.77
Response Times (Avg. Mins)	July	August	September	October	November	December
Priority 1	5.02	4.15	5.11	5.04	4.95	4.57
Priority 2	3.71	4.14	4.04	5.02	3.45	4.46



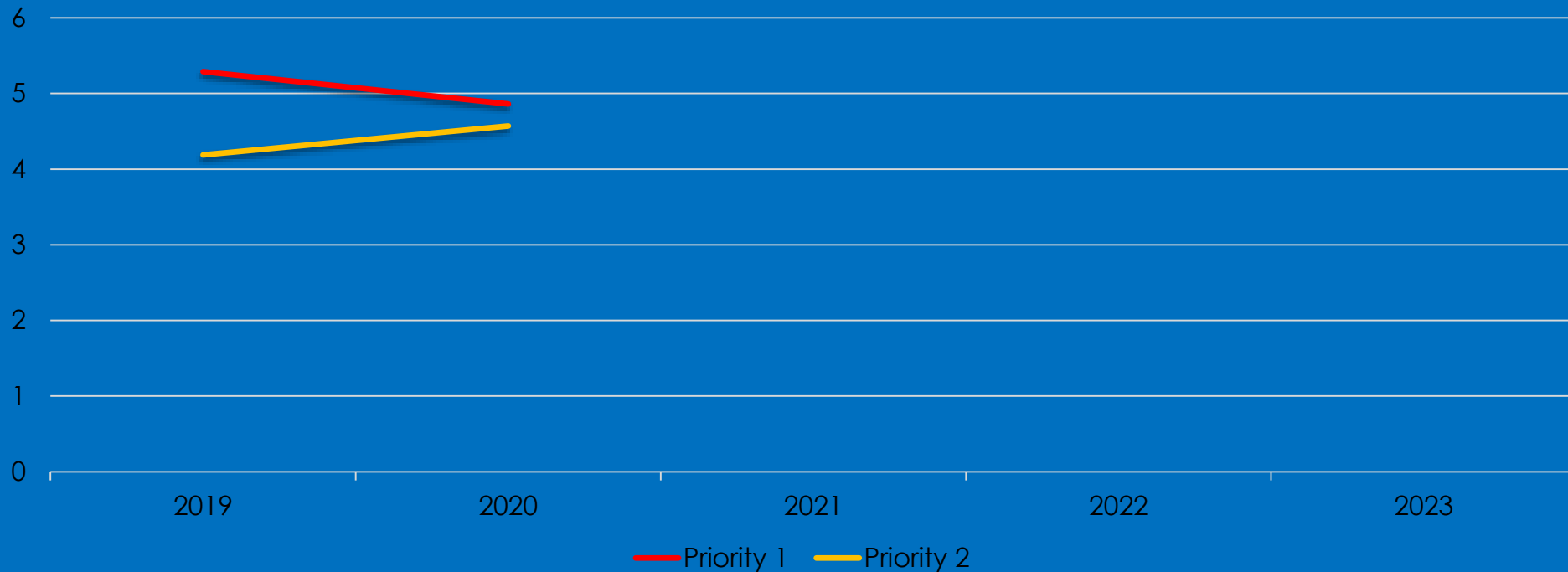
Response Times - 2020





Response Times – 5 Years

Response Times (Avg. Mins)	2019	2020	2021	2022	2023
Priority 1	5.29	4.86			
Priority 2	4.19	4.57			



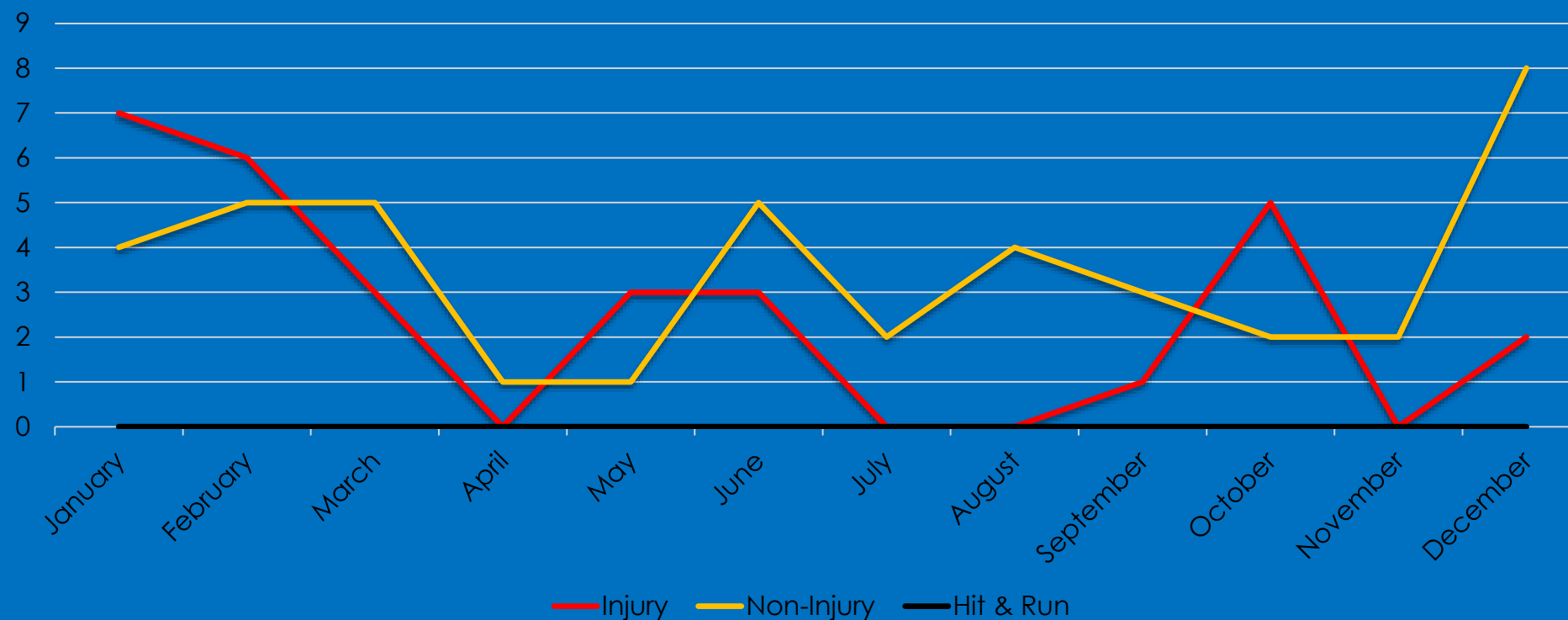


Accidents - 2020

Accident Types	January	February	March	April	May	June
Injury – Major	7	6	3	0	3	3
Non-Injury – Minor	4	5	5	1	1	5
Hit & Run	0	0	0	0	0	0
Accident Types	July	August	September	October	November	December
Injury – Major	0	0	1	5	0	2
Non-Injury – Minor	2	4	3	2	2	8
Hit & Run	0	0	0	0	0	0



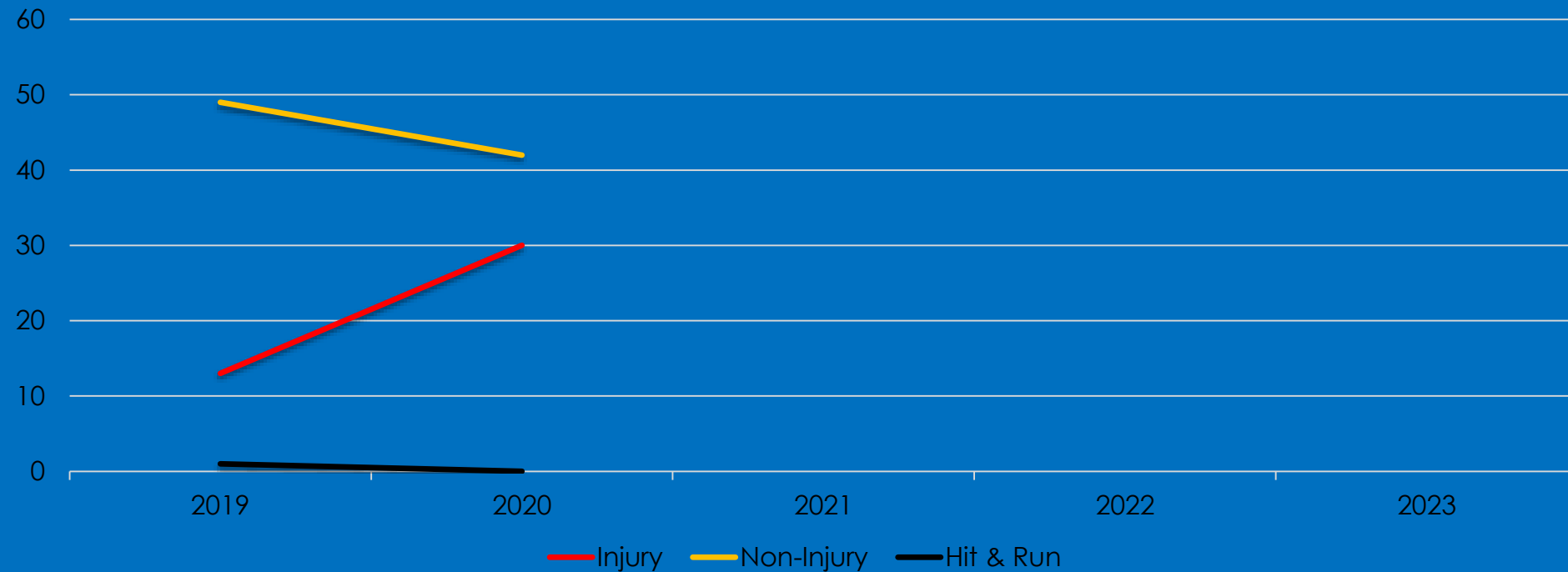
Accidents - 2020





Accidents – 5 Years

Accident Types	2019	2020	2021	2022	2023
Injury – Major	13	30			
Non-Injury – Minor	49	42			
Hit & Run	1	0			



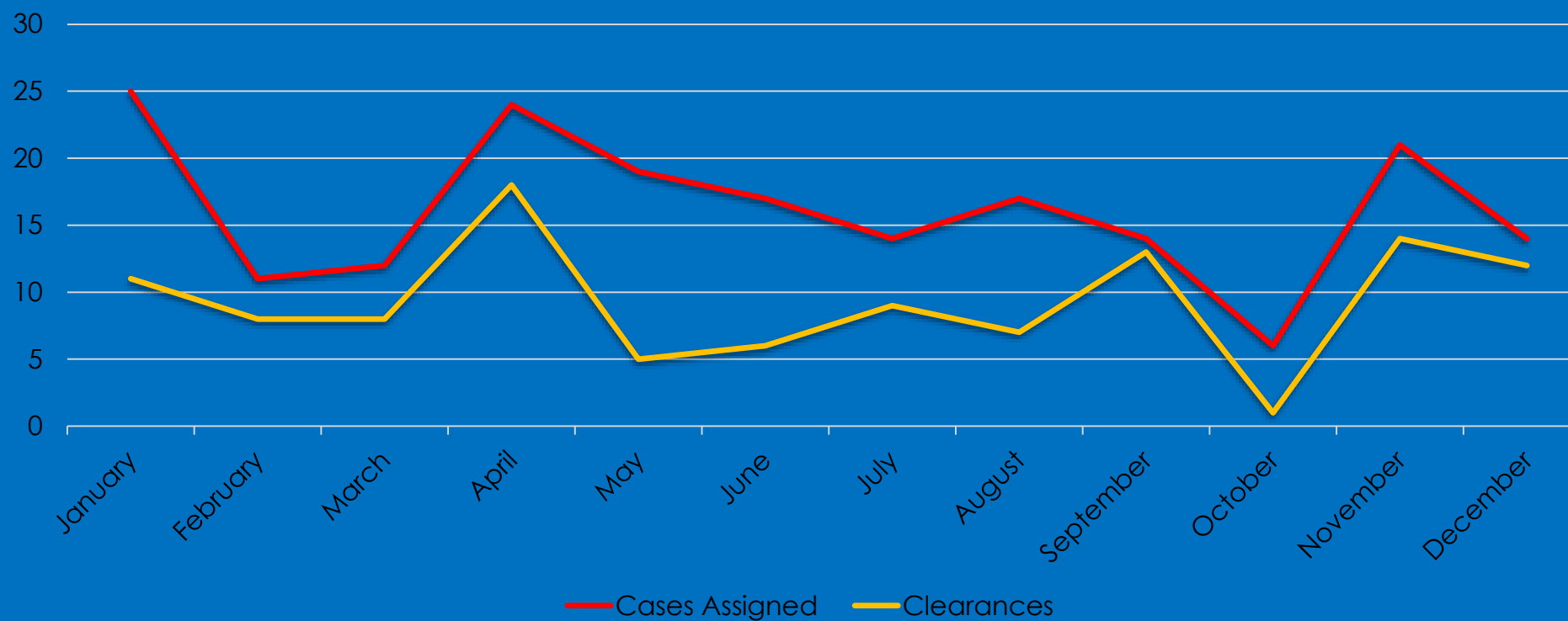
Investigations - 2020



Investigation	January	February	March	April	May	June
Case Assigned	25	11	12	24	19	17
Clearances	11	8	8	18	5	6
Investigation	July	August	September	October	November	December
Case Assigned	14	17	14	6	21	14
Clearances	9	7	13	1	14	12



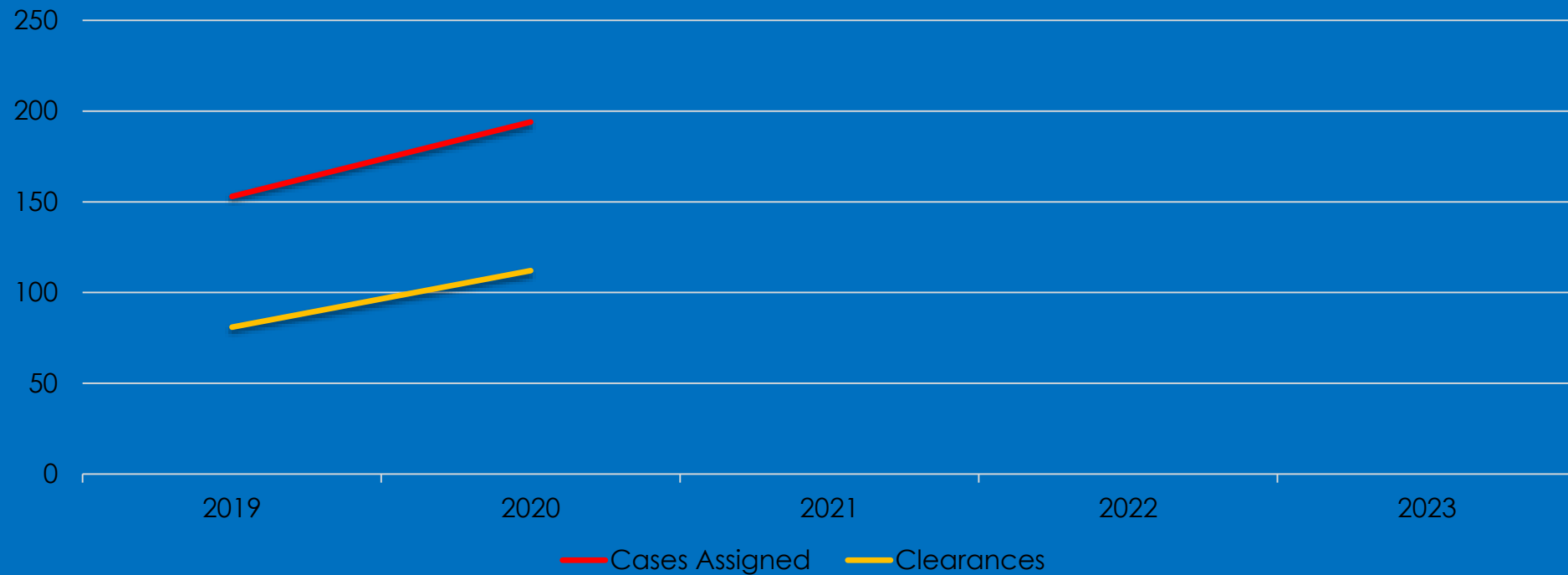
Investigations - 2020





Investigations – 5 Years

Investigation	2019	2020	2021	2022	2023
Cases Assigned	153	194			
Clearances	81	112			

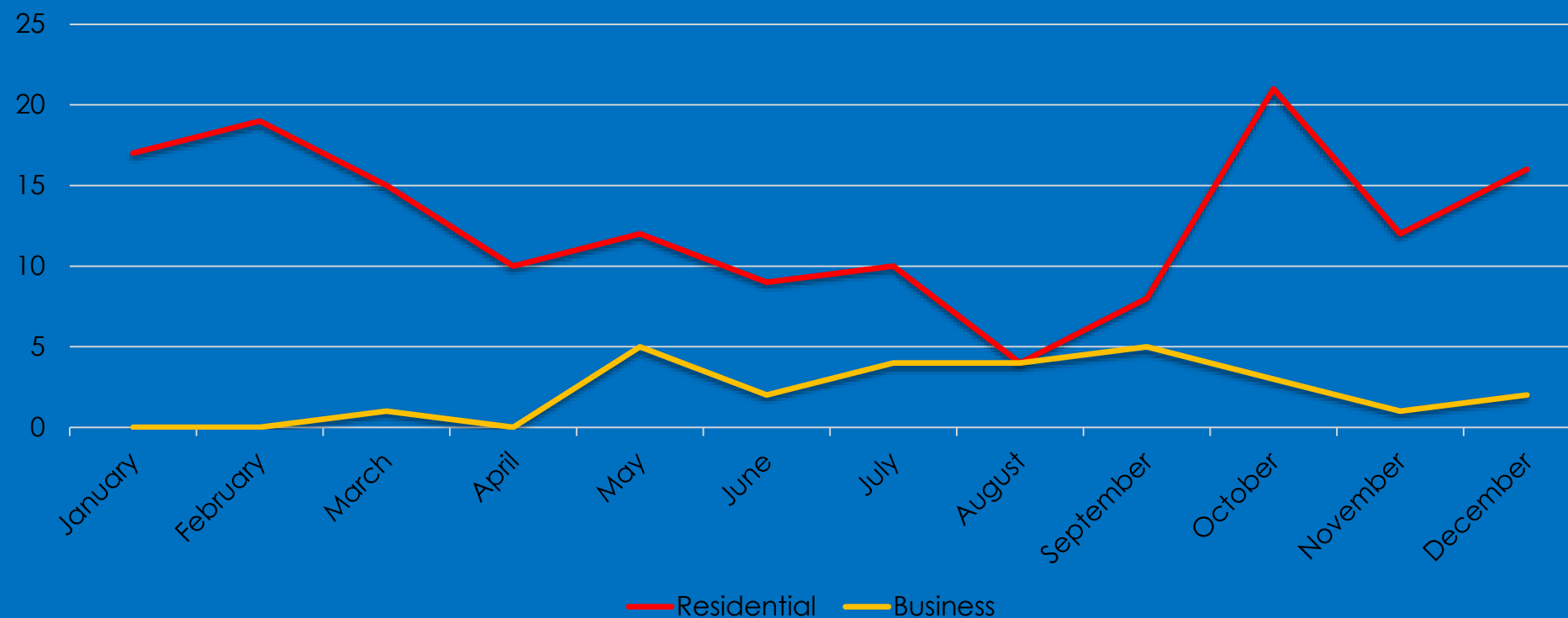


Alarms - 2020



Alarm Activity	January	February	March	April	May	June
Residential	17	19	15	10	12	9
Business	0	0	1	0	5	2
Total	17	19	16	10	17	11
Alarm Activity	July	August	September	October	November	December
Residential	10	4	8	21	12	16
Business	4	4	5	3	1	2
Total	14	8	13	24	13	18

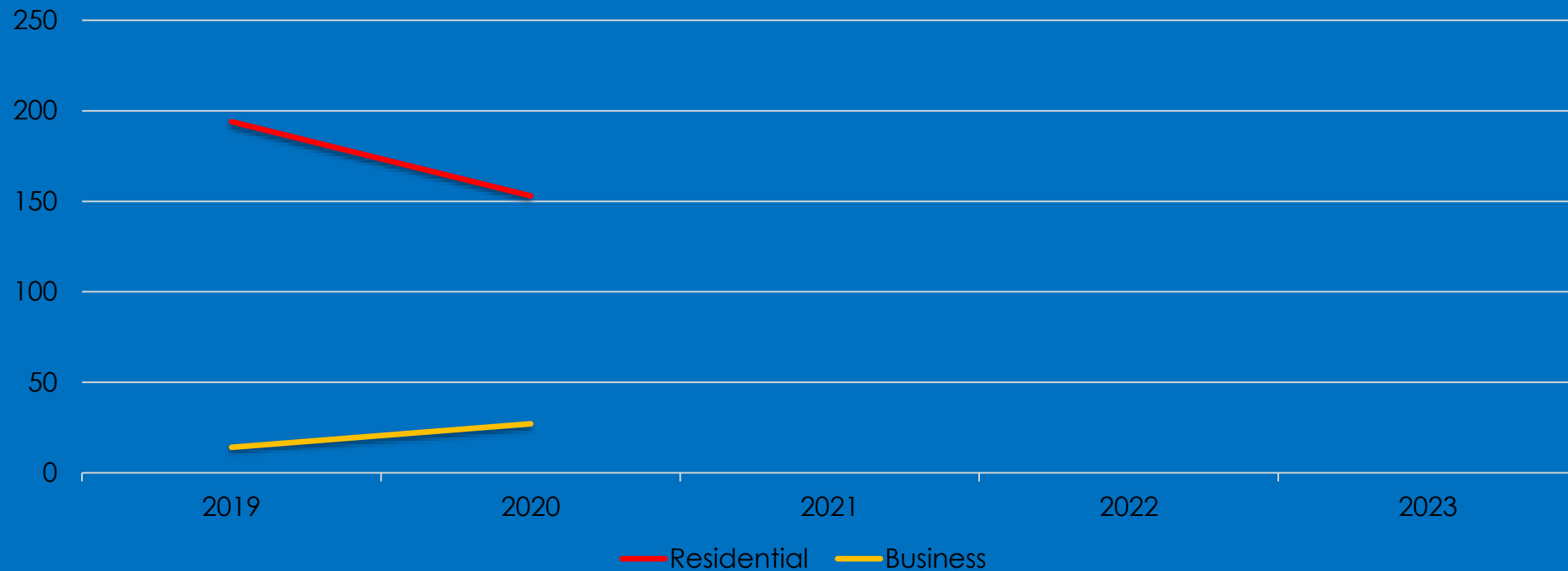
Alarms - 2020



Alarms – 5 Years



Alarm Activity	2019	2020	2021	2022	2023
Residential	194	153			
Business	14	27			
Total	208	180			



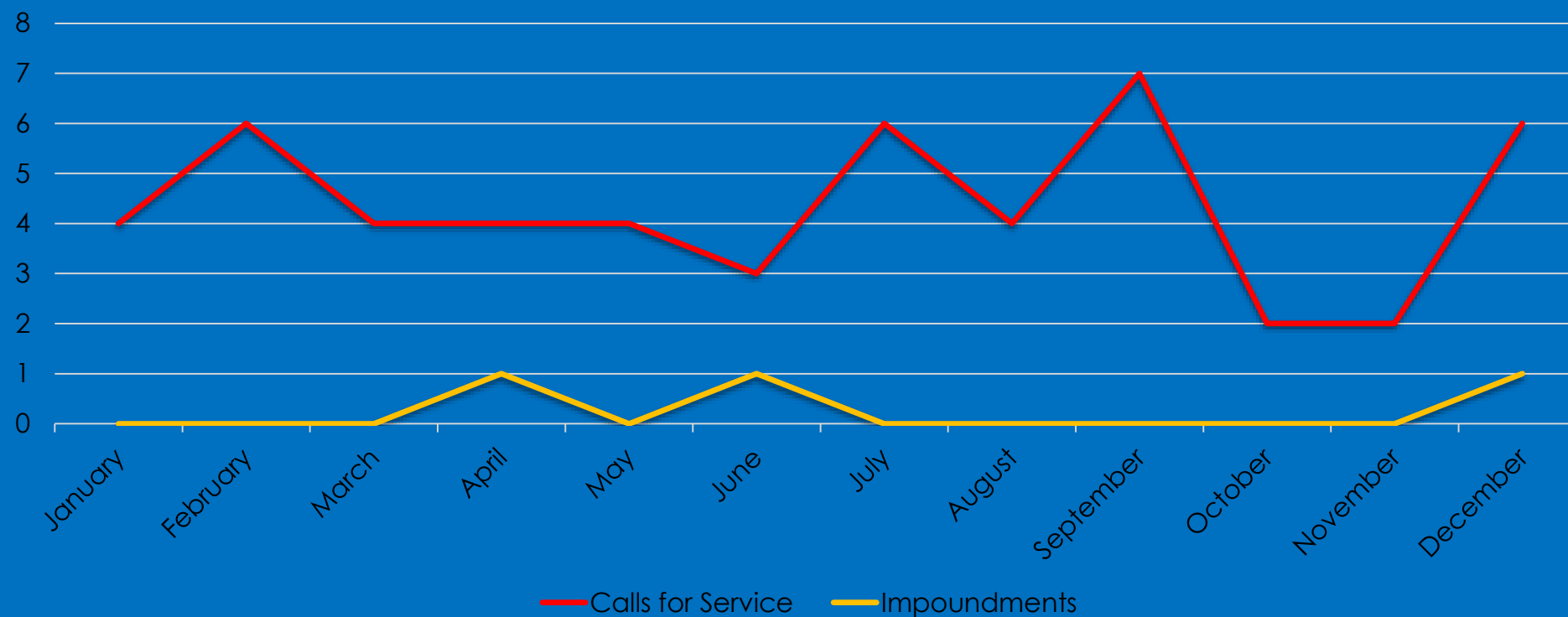


Animal Services - 2020

Service Activity	January	February	March	April	May	June
Calls for Service	4	6	4	4	4	3
Impoundments	0	0	0	1	0	1
Service Activity	July	August	September	October	November	December
Case Assigned	6	4	7	2	2	6
Impoundments	0	0	0	0	0	1



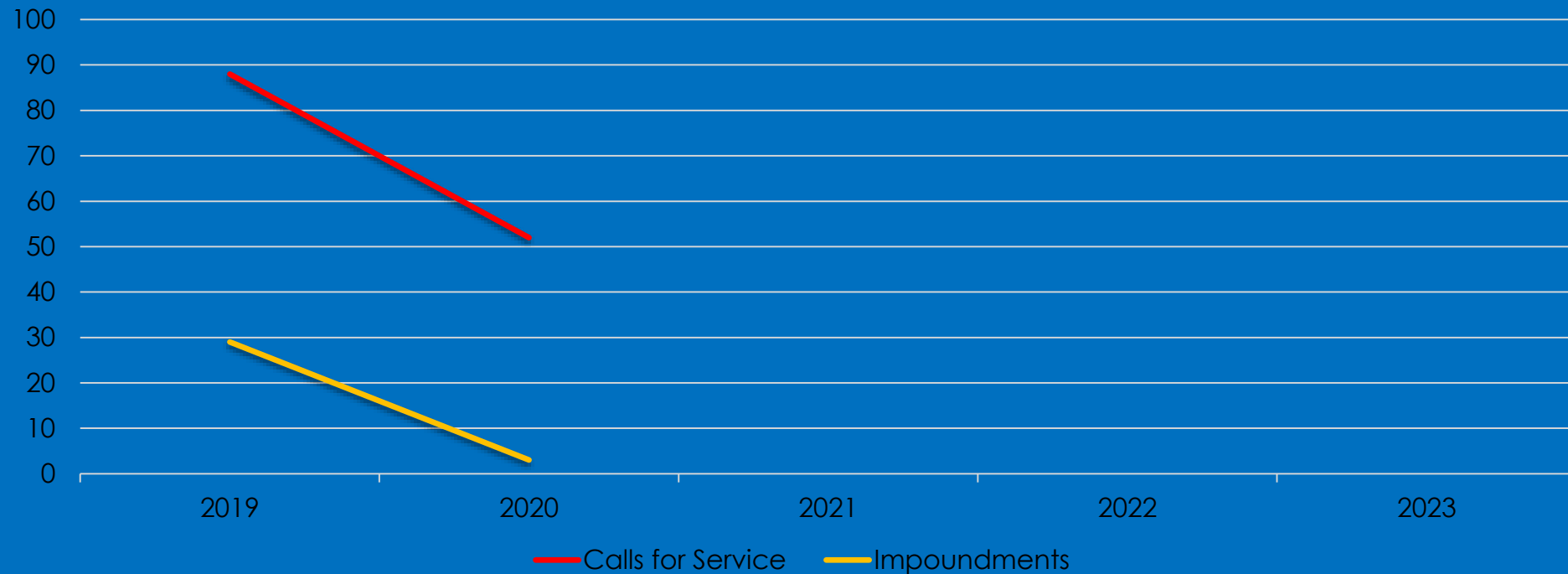
Animal Services - 2020





Animal Services – 5 Years

Service Activity	2019	2020	2021	2022	2023
Calls for Service	88	52			
Impoundments	29	3			

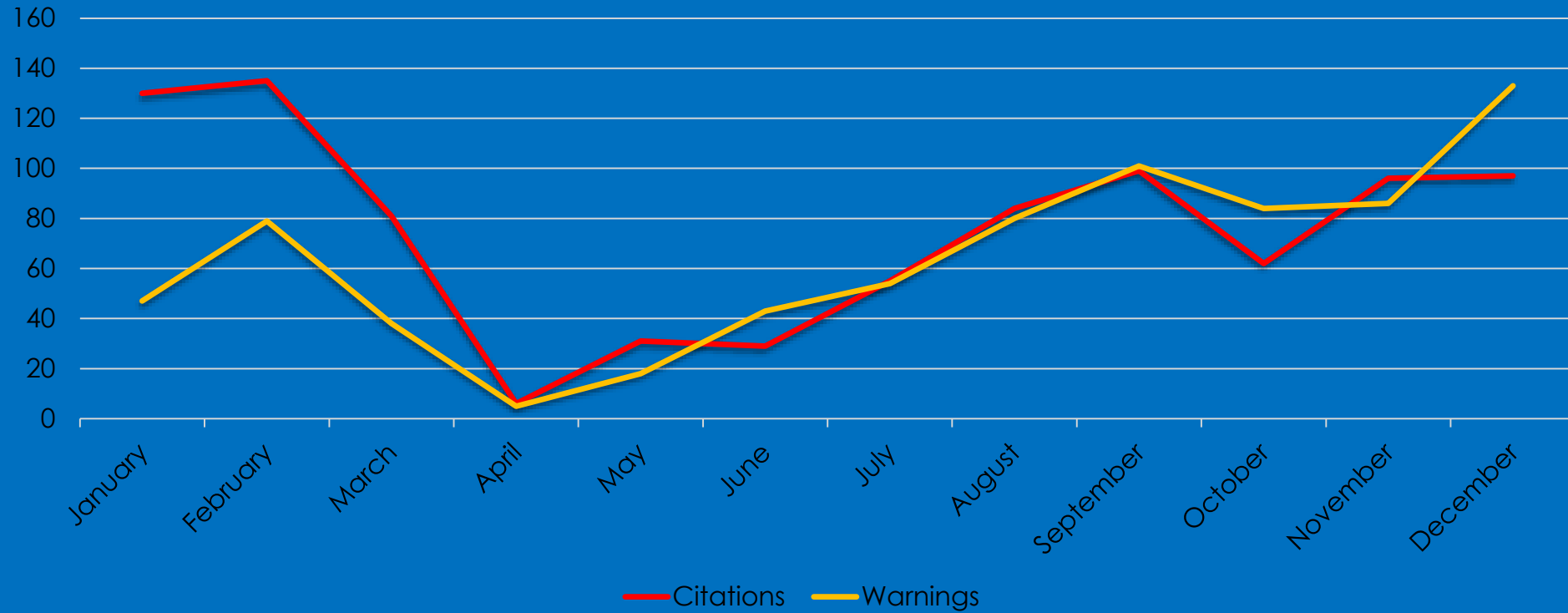


Citations - 2020



Traffic Enforcement	January	February	March	April	May	June
Citations	130	135	81	6	31	29
Warnings	47	79	38	5	18	43
Traffic Enforcement	July	August	September	October	November	December
Citations	55	84	99	62	96	97
Warnings	54	80	101	84	86	133

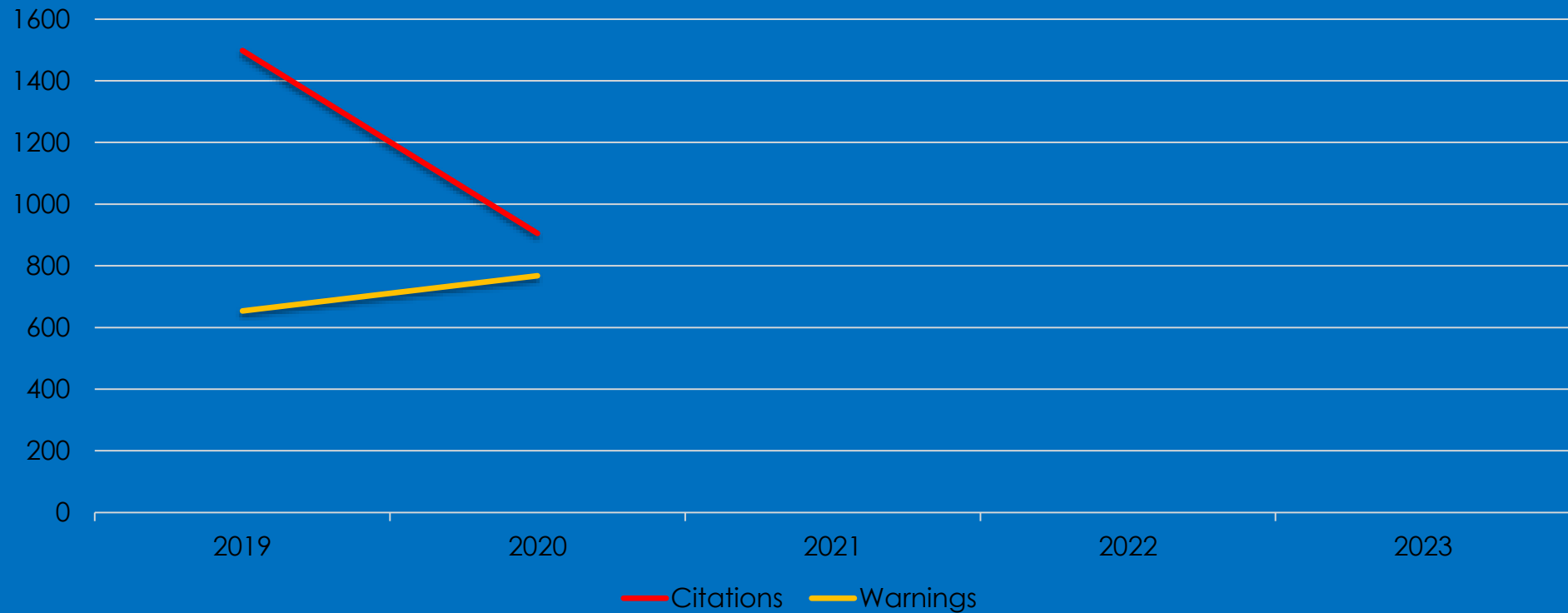
Citations - 2020



Citations – 5 Years



Alarm Activity	2019	2020	2021	2022	2023
Citations	1498	905			
Warnings	654	768			



Ongoing Community Programs & Events



- ▶ **National Night Out** (2020 Cancelled due to COVID)
 - ▶ Held in October in neighborhoods throughout the city, a community-police awareness raising event.
- ▶ **Coffee with a Cop** (2020 Cancelled due to COVID)
 - ▶ Held monthly at Starbucks in Lucas for the community and police to come together over a cup of coffee to discuss any issues and learn more about each other.
- ▶ **Silent Auction at Hunt Elementary – Ride Home with a Cop** (2020 Cancelled due to COVID)
 - ▶ Two lucky students can win the opportunity to catch a ride home from school from a police officer in the patrol cars.
- ▶ **Speed Radar Trailer**
 - ▶ This program allows the Parker Police Department to set up a speed radar trailer at different intervals in different locations throughout Parker to help remind motorists to be cautious of the speeds on the road in the City of Parker. This greatly help reduce the amount of speeding and reckless drivers throughout the City.

New Community Programs for 2020



▶ JAMAR Radar Box

- ▶ A stealth measurement tool used for potential enforcement and/or lack of enforcement needs at different locations in the City of Parker. It provides traffic counts, speed monitoring, and data on traffic enforcement issues.

▶ Training Uniforms

- ▶ All personnel issued training uniforms to increase professionalism while attending trainings.

2020 Department Awards Individual Awards



- ▶ Award Policy reviewed and released in 2020.
- ▶ Awards will be presented to individual officers at first quarter review in 2021.

Looking Forward



- ▶ In the upcoming year, we will strive to
 - ▶ Increase operational safety and capabilities through advanced training.
 - ▶ Increase community engagement. “Fly Our Flag”
 - ▶ Begin a social media presence to better connect with our community.
 - ▶ Facebook
 - ▶ Twitter
 - ▶ Continue improved effectiveness and efficiency through policy and procedure development.
 - ▶ Increase investigation capabilities through full time investigator and advance training.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Parker Police Chief Richard Brooks
Estimated Cost:	Date Prepared: February 8, 2021
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Wylie ILA

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-659 REGARDING THE WYLIE JAIL SERVICES INTERLOCAL AGREEMENT. [BROOKS]

SUMMARY

On 01/01/2021 the Wylie Police Department opened their new detainee lockup or holding facility. The Wylie Police Department has decided to offer jail services to other smaller jurisdictions. This agreement will provide handling, processing, housing and detention of persons arrested by the Parker Police Department.

The Interlocal Cooperation Agreement for Jail Services is a standard agreement, which has been reviewed and approved by the City Attorney. Below is a summary of a few of the sections of the agreement:

- Section 3.01
 - The fee for an inmate is \$125.00 per day or portion of a day.
 - Fees are reviewed annually by Wylie with notification to Parker prior to an increase.
- Section 3.02
 - We are billed quarterly.
 - “other cost of services” refers to cost described in Section 5.05 (e) where Wylie incurs personnel cost associated with detainee protection at a medical facility. We will have to reimburse Wylie should Parker Police Department be unable to relieve Wylie Police Personnel within one hour at a medical facility.

A significant benefit to entering into this agreement is that the Parker Police Department will be able to house detainees on Class C Misdemeanor warrants. The City of Parker has been unable to house detainees on these charges at the Collin County Jail. Having this facility will allow the City of Parker to enter ALL Parker Municipal Court warrants into the TCIC/NCIC regional database. Any person who is wanted by the City of Parker, who encounters law enforcement and are "checked" through the system will be identified to that officer as wanted. The City of Parker will most assuredly see an increase in warrant clearances through this agreement.

I, Chief Richard Brooks, recommend approval of this agreement.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	02/25/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	02/25/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

RESOLUTION NO. 2021-659
(Wylie Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND CITY
OF WYLIE.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement (ILA) for Jail Services with the City of Wylie; and

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

WHEREAS, Wylie Police Department is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such services; and

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

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

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

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

APPROVED AND ADOPTED this 2nd day of March, 2021.

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Brandon Shelby, City Attorney

RESOLUTION NO. 20201-659
(Wylie Jail Services Agreement)

Interlocal Cooperation Agreement for Jail Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Parker, Texas, a Type A General Law municipality ("Agency") and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Parker Police Department, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

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

Section 1: Definitions

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

Section 2: Term

2.01 Term

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2021, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration of the then-current term, subject to acceptance of the other party.

2.02 Termination

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

Section 3: Jail Fees

3.01

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee per day or portion thereof until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase"), unless Wylie receives written notice to terminate this Agreement from Agency prior to expiration of such forty-five (45) day period.

3.02

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other cost of services assessed for such reporting period.

3.03

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

Section 4: Jail Services

4.01

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

4.02

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit..
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.
- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

Section 5: Medical and Transport Services

5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

5.02

Wylie shall provide medical, emergency and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.

5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a) Reactivation of the warrant(s) for which the detained is being held;
- (b) Charges are filed at large; or
- (c) Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS,

ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

Section 8: Controlling Law; Venue

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.

Section 9: Contingency Plan

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

Section 10: Notices

10.01: Notice

(a) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

if to Wylie:

Chris Holsted, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if to Parker:

Lee Pettie, Mayor
Luke Olson, City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

with a copy to:

Chief Richard Brooks
Parker Police Depart.
5700 E. Parker Road
Parker, TX 75002

Section 11: Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

Section 12: Counterparts

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

Section 13: 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 this Agreement.

Section 14: Exclusive Right to Enforce this Agreement

Wylie and the Agency have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

Section 15: Prior Agreements Superseded

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

Section 16: No Partnership or Agency

The parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

Section 17: Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found 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 this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last

party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

City of Wylie, Texas

By: Chris Holsted
Chris Holsted, City Manager

Date: 2/10/21

Agency:

By: _____
Lee Pettie, Mayor

Date: _____



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Parker Police Chief Richard Brooks
Estimated Cost:	Date Prepared: February 8, 2021
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. NCTCOG Shared Services Program 3. Parker EWP Engagement Letter – NCTCOG 4. NCTCOG – GPS Master Contract 5. Request for Proposals Electronic Warrant Payment Services 6. AllPaid Exchange PowerPoint

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-660 REGARDING THE ELECTRONIC WARRANT PAYMENT PROGRAM (allpaid). [BROOKS]

SUMMARY

In 2012 the North Central Texas Council of Governments (NCTCOG) released a Request for Proposals (RFP) for merchant provider-hosted electronic payment processing of warrants, bail, or other fines through myriad payment methods including, but not limited to, swipe, telephone, computer and kiosks (Attachment #5). Government Payment Services, Inc. (allpaid) was awarded the contract on August 1, 2012 (Attachment #4). Since that date, 28 municipalities (Attachment #6, page 11) have joined this service to provide an efficient payment system concerning warrants, bails, or other fines.

This item is a request for the City of Parker to join this free service to provide an effective and efficient manner for citizens to pay warrants issued by Parker Municipal Court throughout the metroplex area.

AllPaid Exchange, NCTCOG's Electronic Warrant Payment Program is a patented electronic warrant payment system that links Regional, County and Local agencies into a single "smart" enforcement/payment network. This system allows participating agencies to process warrants originating from other participating agencies on-site. It

delivers real-time warrant resolution remotely to all participating jurisdictions. It delivers next banking day transfers for all exchange payments processed by member agencies. It reduces officer exposure to the dangers of affecting arrests for simple bench warrants. It mitigates agency liability and responsibility for offender safety during transportation or housing.

AllPaid Exchange features:

- Toll-Free 24/7/365 Payment Specialists for customers and payers.
- Service is provided at no cost to agencies – defendants pay a reasonable convenience fee for each transaction.
- Internal controls and reporting features are provided allowing for adequate revenue tracking and prompt dismissal of warrants.

I, Chief Richard Brooks, request approval of this resolution to become a participating agency with the AllPaid Exchange. AllPaid Representative Troy Crow is here tonight and available to answer any questions Council may have.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	02/25/2021
City Attorney:	<i>Brandon S. Shelby</i>	Date:	02/25/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

RESOLUTION NO. 2021-660
(AllPaid Exchange)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT (NCTCOG) AND PARTICIPATION IN GOVERNMENT PAYMENT SERVICES, INC.'S ALLPAID EXCHANGE, NCTCOG'S ELECTRONIC WARRANT PAYMENT PROGRAM.

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement for Cooperative Purchasing; and

WHEREAS, the City of Parker wishes to enter into the ILA for Cooperative Purchasing with NCTCOG, attached hereto as Exhibit "A;"

WHEREAS, AllPaid Exchange, NCTCOG's Electronic Warrant Payment Program is a patented electronic warrant payment system that links Regional, County and Local agencies into a single "smart" enforcement/payment network;

WHEREAS, City of Parker wishes to join this free service to provide an effective and efficient manner for citizens to pay warrants issued by Parker Municipal Court throughout the metroplex area.

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

SECTION 1. The Parker City Council does authorize the Mayor to execute the ILA with NCTCOG and all other documents necessary to participate in the AllPaid Exchange, attached hereto as Exhibit "A".

SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 2nd day of March, 2021.

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Brandon Shelby, City Attorney

RESOLUTION NO. 2021-660
(AllPaid Exchange)

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and the City of Parker, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 5700 East Parker Road Parker, Texas 75002

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on February 16, 2021 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
 North Texas SHARE
 616 Six Flags Drive, Arlington, Texas 76011

NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

Date

City of Parker

Name of Participant Agency

5700 East Parker Road

Mailing Address

Parker, TX 75002

City State Zip

Lee Pettie, Mayor

Name and Title of Authorized Official or Designee

Signature

Date



Lee Pettie, Mayor
5700 E Parker Road Parker, TX. 75002
(972) 442-6811 (972) 442-2894 fax
www.parkertexas.us

February 16, 2021

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and Government Payment Service, Inc. ("GPS") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

Lee Pettie
Mayor
City of Parker
Cc: North Central Texas Council of Governments

Master Contract
Between North Central Texas Council of Governments and
Government Payment Service, Inc.

This Contract ("Contract") is made and entered into as of the DAY, MONTH 2012, by and between Government Payment Service, Inc. ("GPS") a private corporation with offices located at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 and North Central Texas Council of Governments ("NCTCOG"), a Texas political subdivision and non-profit corporation with offices at 616 Six Flags Drive, Center Point Two, Arlington, Texas 76011, hereafter "Party or Parties".

Preamble

This Contract defines the terms and conditions upon which GPS agrees to provide electronic warrant payment services to various governmental members of NCTCOG (the "Participants") who agree to participate in the program described herein, also referred to as the "Project". The Project is more fully described in the Request for Proposals issued by NCTCOG on August 1, 2012 ("RFP") and GPS's response to that proposal ("Proposal"), as well as any modifications to the initial terms of the RFP and Proposal agreed to in any writing signed by the Parties ("Modifications"). The services to be provided by GPS to the Participants are described in this Contract, the RFP, the Proposal and any Modifications ("Services").

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCTCOG and GPS agree as follows:

1. Term.

This Agreement shall become effective upon the date it is fully executed and continue for five (5) years, automatically renewing for additional one (1) year periods unless terminated earlier as provided herein.

2. Scope of Duties.

A. NCTCOG Obligations.

NCTCOG agrees to serve only as a facilitator with respect to the Services and is not a Participant in the Project. In order to utilize the Services, Participants must execute separate engagement letters the same or similar to Attachment A with GPS ("Engagement Letter"). GPS may rely upon the signature to any Engagement Letter as valid and binding authority for the approval of such Participant to utilize the Services. NCTCOG will also enter into various interlocal agreements with the Participants defining the legal relationship between NCTCOG and the Participants with respect to the Project.

B. GPS Obligations.

- GPS agrees to enter into separate Engagement Letters with the Participants for electronic warrant payment services and such additional services as Participants may request GPS to provide. The Services to be performed for each Participant may be expanded or altered by result of a Modification to this Contract or by amendment to any Participant's Engagement Letter. GPS agrees to make Services available to each Participant that may be added to the Project as a result of a Modification but reserves the right, in its sole judgment, to accept or reject any additional or revised terms to an Engagement Letter that a Participant may propose.
- GPS shall obtain cardholder authorization to process a charge to the cardholder's credit card account or debit such cardholder's debit card account for purposes of funding payment(s) by such cardholder to Participant. Such charges or debits shall be subject to acceptance by the card issuer, card association rules, and any applicable laws or regulations.
- GPS shall act on Participant's behalf in accepting payments from cardholders made by credit cards and debit cards for the purposes set forth herein and on Attachment A. The cardholder service fees are described on Attachment B hereto ("Service Fees"). Service Fees are non-refundable.
- GPS shall transmit funds to Participant to apply to cardholder obligations as Participant directs based on unique payment codes GPS establishes on its system for the routing of cardholder funds to Participant. The codes shall be made available to cardholders by Participant or accessed by cardholders through the GPS web site. All funds will be remitted to Participant within 24 hours.
- GPS shall be responsible for handling all chargebacks, re-presentments, customer service to cardholders, claims and any transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS. Participant shall have no liability for reversals or chargebacks.
- GPS shall not charge Participant any fees for the Services. GPS reserves the right to charge Participant for other services or equipment, such as custom software development, peripheral devices, and other services and support as the Parties may agree to add to the Services from time to time. All such additional services will be set forth in the Participant's Engagement Letter with GPS.
- GPS shall provide administrative support to cardholders and to Participants through a toll-free telephone help line and the Internet.
- GPS shall provide Participants with training, procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials all at GPS' sole expense.
- GPS shall be responsible for all federal, state, and local taxes legally imposed upon its services.
- GPS will remit on a monthly basis to NCTCOG an administrative fee, as calculated per Attachment C ("Administrative Fee"), in consideration of NCTCOG's efforts to support and expand the Project.

C. Participant Obligations.

Participants in the Project shall be expected to do the following:

- Participant shall (i) keep available for reference any user manuals and instructional materials GPS provides to Participant, (ii) display logos, signage, literature, and other promotional and instructional materials that GPS provides, and (iii) cooperate with all reasonable GPS requests to encourage greater use by cardholders of the Services.
- Participant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable cardholders to access GPS from Participant locations and enable GPS to communicate with Participant.
- Participant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Participant's user identification, passwords or other security and identity tokens or devices.
- Participant shall designate a primary contact and a secondary contact for GPS to communicate with on operational, technical, and administrative issues.
- Participant shall provide accurate bank routing and account numbers to GPS if Participant requests electronic deposit of funds from GPS.
- Participant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed liabilities to Participant collected through the Services.
- Participant shall provide GPS with prompt written notice of any change in the information Participant provides to GPS necessary for GPS to provide the Services, including but not limited to any change in its bank routing and account numbers.
- In the event Participant receives funds through GPS that appear to have been obtained by fraud, Participant shall provide reasonable assistance in any resulting investigation.
- Participant shall follow procedures that GPS provides to Participant, as such procedures may be updated from time to time. Participant must follow GPS instructions and procedures regarding display of card association logos.
- Any Participant electing to utilize the proprietary GPS collection method, *Gov\$wipe®* accepts the terms and conditions contained in Attachment D.
- Participant shall not enter into any other agreement or make any other arrangement for services similar to the Services for the duration of the Participant's Engagement Letter without the consent of GPS.

3. Termination.

Either Party to this Contract may terminate this Contract, with or without cause and prior to the expiration of the term set forth herein, upon 30 days' prior written notice to the other Party. The Parties may also terminate this Contract by mutual agreement.

4. Compensation.

In consideration for the services to be provided by GPS under this Contract and the separate Engagement Letter(s), GPS shall be compensated in accordance with the fee schedule provided in Attachment B. **It is understood and agreed that the Participants and NCTCOG shall not be in any way responsible for the payment of the Service Fees or any other fees arising out of this Contract unless agreed to by Participant pursuant to section 2.B of this Contract. Cardholders who elect to utilize the Services as a part of the Project shall be solely responsible for paying the Service Fee. Excluding the GPS Service Fee, Participant shall receive 100% of the monies collected.**

5. GPS Representations and Warranties.

- This Contract is valid, binding, and enforceable against GPS in accordance with its terms. GPS has full power and authority to execute and deliver this Contract and perform its obligations hereunder.
- GPS employees, agents and subcontractors have and shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- During the performance of this Contract, GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.
- GPS will comply with the rules and procedures applicable to the credit and debit card brands it accepts and with all applicable laws and regulations.

6. NCTCOG Representations and Warranties.

- NCTCOG has taken all administrative, legal, and regulatory measures necessary for it to enter into this Contract.
- This Contract is valid, binding, and enforceable against NCTCOG in accordance with its terms.

7. Notice.

All notices permitted or required by this Contract shall be in writing and shall be given to the respective parties in person, by first class mail or by facsimile (with a hard copy following) addressed to:

NCTCOG:

Monte Mercer
Deputy Executive Director
616 Six Flags Drive
Arlington, Texas 76011
Phone: (817) 695-9121
Facsimile: (817) 640-7806
Email: mmercerc@nctcog.org

GPS:

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accountservices@govpaynet.com

or to such other person or place that the parties may from time to time designate. Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided in this section and sender receives a confirmation of such facsimile.

8. Amendment.

This Contract may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations or required by the funding source are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

9. Dispute Resolution.

The Parties to this Contract agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Contract informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to the dispute resolution policies of NCTCOG, before resorting to litigation.

10. Force Majeure.

It is expressly understood and agreed by the Parties to this Contract that, if the performance of any provision of this Contract is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

11. Severability.

In the event any one or more of the provisions contained in this Contract shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Contract shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

12. Assignment.

This Contract may not be assigned, in whole or in part, by either Party hereto without prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. Governing Law and Venue.

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Tarrant County, Texas.

14. Publicity.

GPS shall not issue any press release or make any statement to the media with respect to this Contract or the services provided hereunder without the prior written consent of NCTCOG.

15. Intellectual Property.

NCTCOG acknowledges and shall not challenge GPS' ownership of GPS copyrights, trademarks, service marks, trade names, patents, patent applications, or other intellectual property ("GPS Intellectual Property"). NCTCOG agrees that use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS, any rights arising out of such use shall inure solely to the benefit of GPS, and that NCTCOG shall have no ownership or other interest in GPS Intellectual Property.

16. Limitation of Liability.

GPS shall provide all Services hereunder to Participant and NCTCOG as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the Parties or to provide either Party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other Party. In no event shall either Party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Contract, whether arising from breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding anything contained herein to the contrary, the Parties agree that this Contract and all claims arising under or related to this Contract are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Contract.

17. Indemnification.

Subject to section 16 of this Contract and to the maximum extent allowed by law, GPS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless and defend NCTCOG and any Participant, and its, or their officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of GPS's failure to comply with terms of this Contract and/or any negligent act or omission on the part of GPS, its officers, agents, servants, employees, or subcontractors and GPS does hereby assume all liability for injuries, claims, expenses, costs incurred, including reasonable attorney fees and costs of NCTCOG and Participants for litigation or suits for damages to persons, property or whatever kind or character, whether real or asserted, occurring during or arising out of this Contract and/or the failure to comply with the terms of this Contract and/or as a result of any negligent act or omission on the part of GPS, its officers, agents, servants, employees, or subcontractors. **This indemnification shall not extend to claims, demands, damages, costs, expenses (including attorney's fees and defense costs), judgments or liabilities resulting from the sole or contributory negligence or willful misconduct of NCTCOG or a Participant.**

18. Insurance.

GPS shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from its performance under the Contract, whether such performance be by GPS or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance shall be written for not less than the greater of \$1,000,000 and any limits required by law, and shall include contractual liability insurance as applicable to GPS' obligations under the indemnification clause of this Contract. GPS agrees to indemnify NCTCOG and Participants for all direct losses NCTCOG and Participants suffer due to gross negligence, error, or willful misconduct on the part of GPS.

19. Conflict of Interest.

During the term of this Contract, and all extensions hereto and for a period of one (1) year thereafter, neither Party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other Party.

20. Whole Agreement.

This Contract and any attachments/addendums, as provided herein, constitute the complete agreement between the Parties hereto, and supersede any and all oral and written agreements between the Parties relating to matters herein.

21. No Waiver.

A waiver of any portion of this Contract shall not be deemed a waiver or renunciation of other portions.

22. Survival.

Rights and obligations under this Contract which by their nature should survive will remain in effect after termination or expiration hereof.

23. Third-Party Beneficiaries.

There are no third-party beneficiaries to this Contract.

24. Counterparts.

This Contract may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

25. Order of Interpretation.

With respect to the interpretation of the agreement between the Parties, the terms of any amendment or Modification shall take precedence over all other documents followed, in descending order of priority, by this Contract, the Proposal, and the RFP. With respect to the interpretation of any agreement between a Participant and GPS, the terms of any amendment to the Engagement Letter shall take precedence over all other documents followed, in descending order of priority, by the Engagement Letter, this Contract, the Proposal and the RFP.

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Signature

Name: Monte Mercer

Title: Deputy Executive Director

Date: January 14, 2013

GOVERNMENT PAYMENT SERVICE, INC.

Signature

Mark E. MacKenzie

Chief Executive Officer

Date: 1/11/13

ATTACHMENT A:**Engagement Letter**

[PARTICIPANT LETTERHEAD]

[DATE]

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in that Contract between your company and the NCTCOG, dated MONTH DAY, 2012 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Contract and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Contract. [OPTIONAL: Our agency has elected to utilize your *Gov\$wipe*® solution in making Services available to cardholders.]

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Contract, unless the City and your company agree in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Contract.

This Engagement Letter together with the Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

[SIGNATURE]

ATTACHMENT B:**Fee Structure**

Service Fees for Bail Payments	
Payments via Internet (Web/Gov\$wipe®)	Payments via Internet (Live Agent Assistance)
5.0%	5.0%

Please note that the minimum charge for items under \$100 has been resolved

Service Fees for Criminal Justice Payments	
Payments via Internet (Web/Gov\$wipe®)	Payments via Internet (Live Agent Assistance)
3.5%	5.0%

Please note that the minimum charge for items under \$100 has been resolved

ATTACHMENT C:
Administrative Fee

GovPayNet shall pay to NCTCOG an Administrative Fee as follows:

For the first 2,000 Transactions:	\$0.15 Per Transaction
For Transactions 2,001 through 5,000	\$0.20 Per Transaction
For Transactions 5,001 and above:	\$0.25 Per Transaction

For purposes of the above calculation, a “Transaction” is any payment type made to a Project Participant for which GPS obtains an authorization from a card issuer resulting in the transfer of funds to the Participant.

GPS shall pay the Administrative Fee to NCTCOG on a monthly basis for Transactions processed in the prior calendar month and shall continue such payments for the duration of this Contract, with a final payment for Transactions processed in the last calendar month during which this Contract remains in effect.

By the final day of the month following the month in which Administrative Fees were earned, GPS will send NCTCOG a check or ACH (at NCTCOG’s direction) for the Administrative Fees due and will identify the number of Transactions for which payment is being made, listed by Participant.

ATTACHMENT D:**Terms and Conditions for the
Use of *Gov\$wipe***

GPS will provide any Participant electing to utilize *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Services. Participant's use of card readers and Firmware shall be limited to the purposes of this Attachment. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers, by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Services, GPS may require Participant to return card readers to GPS, at GPS's expense and by such method as GPS specifies. Participant may increase or decrease the number of card readers deployed upon request **in writing** to and accepted **in writing** by GPS. GPS shall communicate any shipping and handling procedures and costs to Participant prior to taking any requested action.

Card readers are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind.

AMENDMENT TO CONTRACT

AMENDMENT 1

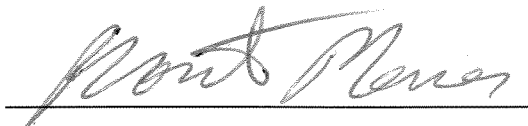
This Amendment 1 ("Amendment") is by and between NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS ("NCTCOG") and GOVERNMENT PAYMENT SERVICE, INC. ("GPS") and amends the Master Contract between North Central Texas Council of Governments and Government Payment Service, Inc., effective January 14, 2013 ("Contract").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

- **Effect of Amendment.** This Amendment is entered into pursuant to section 8 of the Contract. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Contract. Terms of the Contract not amended by this Amendment shall continue unchanged, in full force and effect.
- **Effective Date.** The first line of the first paragraph of the Contract is amended by replacing the phrase "DAY, MONTH 2012" with the date "January 14, 2013."
- **Merchant Warranty.** Without limiting in any manner the warranties of GPS provided in section 5 of the Contract, GPS warrants that it is a merchant for bail and criminal justice related payments, as determined pursuant to the Visa International Operating Regulations ("Visa Regulations") and that the services GPS provides as a merchant and as described in the GPS Proposal in response to the NCTCOG RFP are in compliance with Visa Regulations.
- **Indemnification Covenant.** The parties agree that the indemnification by GPS of NCTCOG and the Participants under Paragraph 17 of the Contract shall include, but not be limited to, all claims that may arise during the contract against NCTCOG and/or the Participants relating to GPS' charging of percentage (%) credit processing fees.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives or agents as of the date written below.

**NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS**



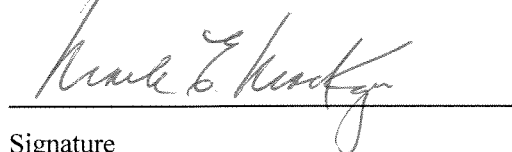
Signature

Monte Mercer

Deputy Executive Director

Date: 2/4/13

**GOVERNMENT PAYMENT SERVICE,
INC.**



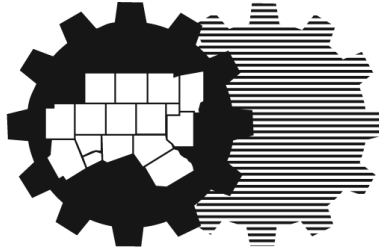
Signature

Mark E. MacKenzie

Chief Executive Officer

Date: 02/04/13

REQUEST FOR PROPOSALS ELECTRONIC WARRANT PAYMENT SERVICES



**North Central Texas
Council of Governments**

RFP # NCT-2012-19

Issued: August 1, 2012

Submission Deadline: August 22, 2012 at 3:00pm CDT

NOTICE TO FIRMS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT <http://www.nctcog.org/aa/rfp.asp>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE VENDOR'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.

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- 1.01 NCTCOG Overview: The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 240 members, including 16 counties, 170 cities, 24 independent school districts, and 30 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 6.2 million, which is larger than 35 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly which annually elects a 15-member Executive Board. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

- 1.02 Purpose of RFP. NCTCOG is currently seeking proposals from qualified credit merchant providers for a shared services opportunity with area governmental entities for merchant provider-hosted electronic payment processing of warrants, bail, or other fines through myriad payment methods including, but not limited to, swipe, telephone, computer, and kiosks. NCTCOG intends, at no cost to the participating governmental entities or NCTCOG itself, to offer to payers of warrants, bail, fines or other amounts owed, as agreed to by the vendor and entity, the option of paying the amounts owed via credit card, or other possible acceptable method of payment, in person, via telephone, electronically or via the internet. The purpose of this Request for Proposals (RFP) is to solicit responses that result in a contract with a qualified provider to obtain services related to electronic payment processing that can be extended, through an interlocal agreement, as a shared services program to governmental entities that choose to participate in the program. Responder should include, and elaborate on, any value-added services not specified in the RFP and any additional incentives that could increase area governmental participation in the shared services program. NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing proposals submitted, not to enter into any agreement or to award any portion thereof.

- 2.01 Proposals Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the firm, the name, email address, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in replying to this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter. A representative authorized to sign contracts on behalf of the vendor must sign the cover letter and any other documents to be submitted with the RFP for signature.

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

Tab C KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the following: procurement process, negotiating potential contracts, and conducting presentations/interviews.

Tab D DETAILED BUSINESS PLAN. This section should constitute the major portion of the proposal and must contain a specific response to each deliverable listed below. **Indicate specific examples of how your firm can meet each deliverable.** Failure to provide written response to items indicated in this RFP will be interpreted by the NCTCOG as an *inability* by the firm to provide the requested product, service or function.

Deliverables:

NCTCOG seeks a firm with proven expertise in, and the ability to deliver, the following services:

- I. Payment Card Industry (PCI) compliance standards demonstrated by the service provider and are maintained throughout the contract. Provider will preferably be a Level One approved provider.
- II. Merchant of Record designation for payment processing by provider to assume and accept all responsibilities associated with risk and do so in a compliant manner. Service provider should address in the RFP response how prices and fees comply with card association rules and provide evidence of being classified a "merchant of record."
- III. All approved payments must be guaranteed by the service provider. All disputes, chargebacks, and frauds are the sole responsibility of the service provider and the provider offers a certainty of funds to the entity. Once funds have been approved and secured by the provider, the entity should never have to return funds to the provider except for overpayment, to correct payment, or unless desired by the entity.

- IV. Web-Hosted Service – The service should not be hosted locally at any governmental entity.
- V. Various payment modalities – Service provider should offer on-site payment and remote payment services. Customer payments must be available via swipe, internet, kiosk, and phone. Additionally, service provider must offer a toll-free 24/7/365 “live agent” call center for consumer and governmental entity assistance and payment options.
- VI. Prompt funds transfer to the accepting entity. Service provider should include in the RFP response evidence of current average funds transfer activity. Service provider should assess and deduct any required fees prior to forwarding the amount due to the entity.
- VII. Simple Dispute/Issue Resolution – Service provider should have one phone number for entities and consumers to call to address any concerns (i.e. technical problems, credit card disputes, etc.).
- VIII. No-Cost Service to participating entities – All costs for payment processing is paid by the consumer. There should be no other fees assessed by the service provider for any monthly, quarterly, or annual support, service, reporting or maintenance or any other fees including, but not limited to, equipment for payment processing or upgrades, modifications, and/or replacement of equipment.
- IX. Direct Electronic Payment Capabilities – Service provider must be able to issue immediate electronic payments to satisfy outstanding warrants, bail, fines, etc. Once the payment has been satisfied, service provider should communicate with the payment-accepting entity to advise funds are in transit to clear from the consumer’s record.
- X. Database Requirement – Provider should be able to create a database or utilize the Dallas/Fort Worth Regional Warrant database to obtain vital information to facilitate prompt payment and clearance of warrants including, but not limited to suspect name, date of birth, and warrant number(s).
- XI. Interlocal Agreement Capability – Additional governmental entities must be able to access the provider’s services through a simple interlocal agreement. The vendor must be able to easily scale the service and fees based on increased participation by additional entities.
- XII. Internal Controls and Reporting Features – The provider must be able to provide internal controls as well as reporting features for adequate revenue tracking and prompt dismissal of warrants.
- XIII. Self-Sustaining Business Model – The service should not require any additional entity funding aside from that obtained through the convenience fees paid by the consumer for warrants, bail, fines or other amounts owed to the entities.
- XIV. Value-Added Services – Any value-added services not specified in this RFP and any additional incentives that could increase area governmental participation in the shared services program should be presented and elaborated upon.

Tab E REFERENCES. Include at least three references for customers who have used services in the past two years that are similar to those requested by the NCTCOG. Please include the organization’s name, address, phone number and a contact person for each reference. The NCTCOG reserves the right to

contact or visit any of the vendor's current and/or past customers to determine the level of performance and customer satisfaction. Please also include a list of past and present clients.

Tab F **AFFIRMATIVE ACTION PLAN.** Include a copy of your affirmative action plan for review (if applicable).

Tab G **MISCELLANEOUS.** Vendor must include a sample copy of their most current written Terms and Conditions contract. Miscellaneous additional information and attachments, if any, may be submitted by the firm.

SEALED PROPOSAL. The vendor should furnish a pricing model for their services in a **separate sealed envelope**.

Include in your pricing model estimate submitted:

- I. Unbundled convenience fee rates charged by the service provider;
- II. Charges for any services listed in the Deliverables section;
- III. All additional fees that might be charged by the service provider, including implementation, maintenance, hardware, software, etc.; and
- IV. Pricing for any value-added services.

2.02 **Administrative Guidance.** The information provided herein is intended to assist firms in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested firms with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Firms are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

2.03 **Issuing office and RFP Reference Number.** The Agency Administration Department of the NCTCOG is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the RFP is NCT-2012-19. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.04 **RFP SUBMISSION.** Please submit one physical copy and one electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CDT, **Wednesday, August 22, 2012.** Electronic copy of proposal must be one PDF file and not submitted as separate sections. Mark outside envelope "Sealed Proposal – Electronic Warrant Payments NCT-2012-19" and send to:

North Central Texas Council of Governments
Agency Administration
Attn: Jon Blackman
616 Six Flags Drive, CP II
Arlington, TX 76011

Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the proposer to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no

responsibility for delays caused by postage, mail courier deliveries, or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless the proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained in the course of this RFP will become property of the NCTCOG.

Proposals will be publicly opened at 3:15 p.m. on **August 22nd in the Six Flags conference room** of the NCTCOG offices. Only the names of the respondents will be read aloud. No other information will be disclosed at this time.

- 2.05 **Inquiries.** Questions regarding this RFP, that could have a significant impact on the responses to the RFP, should be asked during the RFP Pre-Bid Conference on August 8, 2012 per section 2.06 below. Questions and answers will be consolidated and provided on NCTCOG's website at <http://www.nctcog.org/aa/rfp.asp> for all vendors to read.
- 2.06 **RFP Timeline.** The following dates are significant for this RFP:
- | | |
|---------------------------|--|
| RFP Dated and Issued | <u>August 1, 2012</u> |
| RFP Pre-Bid Conference | <u>August 8, 2012 2:00p.m. CDT</u> |
| RFP Inquiry Questions Due | <u>August 10, 2012 3:00p.m. CDT</u> |
| RFP Submission Due Date | <u>August 22, 2012 3:00p.m. CDT</u> |
- 2.07 **Time for Evaluation.** All submissions shall remain valid for a minimum of 120 calendar days after the RFP Submission Due Date to allow adequate time for evaluation.
- 2.08 **Evaluation of Proposals.** The NCTCOG may award a contract based on initial submissions received without discussion of such submissions with firms. Accordingly, each initial submission should include the most favorable price and service available. (Also, see SECTION 3 – PROPOSALS EVALUATION.)
- 2.09 **Interviews.** The NCTCOG reserves the right to require an interview, including a presentation by the firm, to supplement their written submission. These presentations will be scheduled, if required, by Agency Administration after submissions are received and prior to the award of the contract.
- 2.10 **Award of the Contract.** Upon completion of the evaluation process, the NCTCOG may award the contract to the vendor whose submission is determined to be the most advantageous to the governmental organizations that choose to participate in the shared services program and NCTCOG.
- 2.11 **Contract Period and Effective Date.** The contract will become effective immediately upon execution and will continue until the terms listed in the contract have been satisfied.
- 2.12 **News Releases.** News releases pertaining to the RFP, submissions, or the Contract will be made only by the NCTCOG.

3.01 Proposals Evaluation Criteria. The criteria to be used to evaluate submissions are as follows:

- A. Responses to the deliverables presented in Tab D, Detailed Business Plan;
- B. Ability to integrate with cities participating in the cooperative program;
- C. Experience of Key Personnel;
- D. Responses to Reference checks;
- E. Overall quality of the RFP response.

3.02 Evaluation Process. All submissions in response to this RFP will be evaluated in a manner consistent with NCTCOG and all applicable rules and policies.

First, nonresponsive submissions (those not conforming to RFP requirements) will be eliminated. Second, the remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each vendor bears sole responsibility for the items included or not included in the response submitted by that vendor. The NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

Finalist vendor submissions will be selected for detailed review and evaluation, including oral presentations if necessary. The NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

NCTCOG also reserves the right to request a best and final offer to the vendor who provides the best fit for NCTCOG's proposal requirements.

SECTION 4 - GENERAL TERMS AND CONDITIONS

Meeting Date: 03/02/2021 Item 8.

- A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, nor does NCTCOG pay tax on the purchase, rental or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- B. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- C. A response to this Request for Proposals (RFP) does not commit NCTCOG to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response.
- D. Unless the proposer specifies in its proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.
- E. NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- F. NCTCOG reserves the right to negotiate the final terms of any and all purchase agreements with responders selected and such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.
- G. NCTCOG reserve the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all responders recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFP.
- H. NCTCOG reserve the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the responder's relevant performance and/or qualifications; and to request additional information from any and all submitters.
- I. NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase agreement. Misrepresentation of the submitter's ability to perform as stated in the qualification submittals may result in cancellation of the purchase agreement award.
- J. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- K. Submitters shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- L. No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- M. Submitters shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a submitter's bid to be rejected. This does not preclude joint ventures or subcontracts.
- N. All proposals submitted must be an original work product of the submitters. The copying, paragraphing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the submitter is not permitted. Failure to adhere to this

- O. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- P. The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the submitter to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful submitter(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the submitter's failure to contract may be recovered from the submitter.
- Q. A contract with the selected provider may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- R. Procurement Dispute Resolution Policy. NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection(s), all responders will be notified in writing of the results. Any protest regarding this process must be filed with NCTCOG in accordance with the following procedure. NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact NCTCOG's Deputy Executive Director, at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

- S. At all times during the term of this contract, the contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-subcontractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be effected in whole or in part by the contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
 - 1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 - 2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence;
 - \$1,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - (i) Coverage A: Bodily injury and property damage;
 - (ii) Coverage B: Personal and Advertising Injury liability;
 - (iii) Coverage C: Medical Payments
 - (iv) Products: Completed Operations
 - (v) Fire Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance

- d. Attachment of Endorsement CG 20 10 - additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.
 4. Professional Liability:
 - a. Minimum Required Limits:
 1. \$1,000,000 Each Claim
 2. \$1,000,000 Policy Aggregate
- T. Contractor covenants and agrees to indemnify and hold harmless and defend NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.
- U. A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if and to the extent that:
1. The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and
 2. The delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome. If the failure to perform is caused by the failure of a subcontractor of the Provider to perform, and if such failure was beyond the control of both the Provider and the subcontractor, without their fault or negligence, the Provider shall not be deemed to be in default unless the subcontracted supplies or services were reasonably obtainable from other sources.
 3. No time extension shall be granted under this paragraph unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the Provider intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.
 4. NCTCOG shall be responsible for costs related to a force majeure event, only if the Provider incurs them after prior written authorization by NCTCOG. Neither NCTCOG nor the Provider shall have, and both hereby waive, any claim whatsoever for any damages resulting from delays caused by force majeure events.

SECTION 5 – ADDITIONAL REQUIREMENTS

Meeting Date: 03/02/2021 Item 8.

Please include signed copies of the documents contained in Section 5 (if applicable).

- A. Instructions for Proposal Compliance and Submittal
- B. Certifications of Offeror
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- D. Certification Regarding Lobbying
- E. Drug-Free Workplace Certification
- F. Certification Regarding Disclosure of Conflict of Interest
- G. Certification of Fair Business Practices
- H. Certification of Good Standing- Texas Corporate Franchise Certification
- I. Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises

INSTRUCTIONS FOR PROPOSAL SUBMISSION COMPLIANCE AND SUBMITTAL

Meeting Date: 03/02/2021 Item 8.

Compliance with the RFP

Submissions must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposal. The insurance requirements are outlined in the General Terms and Conditions section.

CERTIFICATIONS OF OFFEROR

Meeting Date: 03/02/2021 Item 8.

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this agreement.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____
_____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
RESPONSIBILITY MATTERS**

Meeting Date: 03/02/2021 Item 8.

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

CERTIFICATION REGARDING LOBBYING

Meeting Date: 03/02/2021 Item 8.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

_____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

CERTIFICATION OF FAIR BUSINESS PRACTICES

Meeting Date: 03/02/2021 Item 8.

That the proposer has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The proposer further affirms that no officer of the proposer has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Firm:

Signature of Authorized Representative:

Date: _____

Meeting Date: 03/02/2021 Item 8.

HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Meeting Date: 03/02/2021 Item 8.

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFQ process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Proposer must include a copy of its minority certification documentation as part of this RFQ.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

☐ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in _____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),

State of _____ Commission expires: _____



AllPaid Exchange

NCTCOG Electronic Warrant Payment Program

Agenda

AllPaid Overview (3)

Exchange Overview (2)

Exchange Process,
Benefits & Methods (5)

Exchange Demonstration

Service & Support Model

Wrap-Up / Q & A

Meeting Date: 03/02/2021 Item 8.

AllPaid





Payment Processing for a Wide Array of Obligations

Fines & Costs

Cash Bail,
Cash Bond

Traffic Tickets
& Citations

Warrants

Taxes,
Utilities,
Permits &
other Fees

Probation
& Parole
Payments

Child
Support

Restitution





Payment Security Compliance:

- All Payment Services are PCI DSS Level 1 Compliant
- No Risk of Chargebacks to the Issuing Agency - Ever
- Funds are Settled via ACH to the Participating Issuing Agency on the Next Banking Day

Highest Security
(PCI lvl 1)



Card Rule
Compliance



Fully Redundant
Backups



Annual
Financial
Audit





Financial Compliance In All 50 U.S. States.

EXTENSIVE LEGAL COMPLIANCE

- **Compliant with PCI-DSS**
- **Compliant with AML regulations.**
- **100% Guaranteed Certainty of Funds**
- **Accurate and Detailed Real-Time Reporting**
- **Licensed Money Transmitter**



What is AllPaid Exchange?

AllPaid Exchange is a patented electronic warrant payment system that links Regional, County, and Local agencies into a single "smart" enforcement/payment network.

Exchange leverages AllPaid's 23-years of credit/debit processing experience, plus the power and security of the Amazon Cloud, to guarantee accuracy of payments, and transmission of next banking day transfers into agency accounts.





Industry Challenges

What are the challenges associated with low level and Out-of-Jurisdiction warrants?

- Time Expenditure
- Officer Exposure (Danger / Disease)
- Officer/Defendant Safety
- Liability Associated with Housing and Transport
- Time and Effort for Finance and Administration
- Payment Reliability

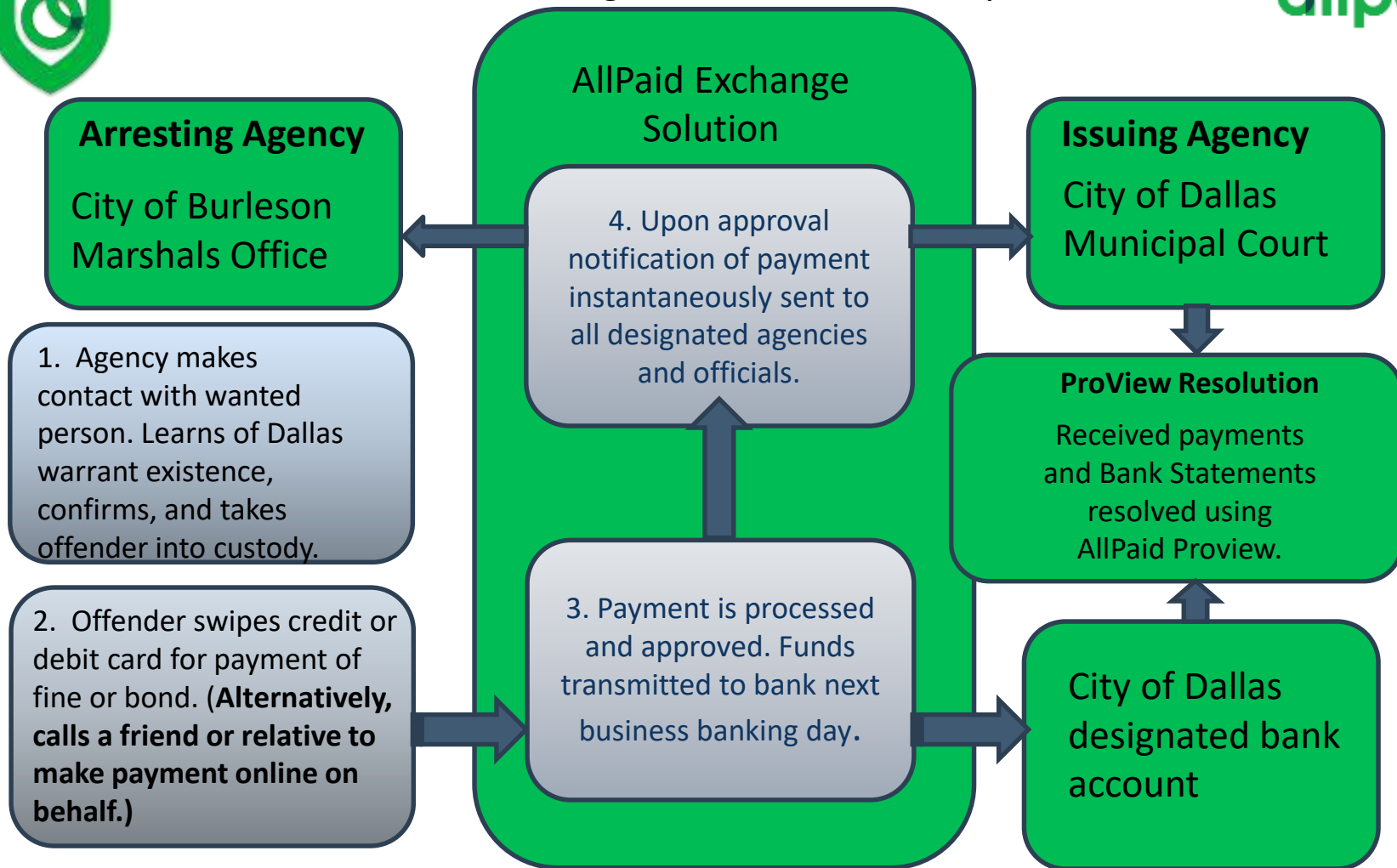




AllPaid Exchange – Transactional Analysis

Meeting Date: 03/02/2021 Item 8.

allpaid



This same set of connections exists between each member agency and **every other member agency**. Insert different agencies, wash, rinse, repeat.



Features & Advantages

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unipara

- Allows any participating agency to process warrants originating from any other participating agency, either on-site or in the field. (In-field payments are optional)
- Delivers real-time warrant resolution remotely to all participating jurisdictions.
- Delivers next banking day transfers for all exchange payments processed by member agencies.
- Reduces officer exposure to the dangers of affecting arrests for simple bench warrants.
- Mitigates agency liability and responsibility for offender safety during transportation or housing.
- Alleviates jail expenses (housing, meals, medical needs, etc.) for non-violent offenders.
- Easily expandable through Inter-Local Agreements. (ILA's)
- Extensive internal controls and customer facing reporting features allow revenue tracking and prompt clearance or recall of warrants.



Exchange is **THE** next-generation approach to payment efficiency. We have only begun to realize the ability of this patented technology to allow coordination and cross-transmission of data and payments between multiple local, state, and county agencies.

- Accessible by smartphones, tablets, and personal computers
- Presentation and navigation of products makes sense to officers & staff and simplifies payment process
- Agency Search allows for easy participating jurisdiction lookup.
- Online access to transaction reports and payment management
- One site for all jurisdictions makes the experience for new users much easier
- Training is simple & intuitive



Current Participating Agencies

29 Active Agencies throughout NCTCOG with more coming on board soon.

- Arlington*
- Balch Springs
- Burleson
- Carrollton*
- Cedar Hill
- Coppell
- Denton
- DeSoto
- Duncanville
- Euless*
- Flower Mound
- Fort Worth
- Frisco
- Grand Prairie*
- Garland
- Collin County SO (Q2 2021)
- Hurst
- Irving
- Josephine
Lancaster
- Mansfield
- Mesquite
- North Richland Hills
- Pantego
- Plano*
- Richardson
- Richland Hills
- The Colony
- Town of Addison
- Allen
- Wylie



Payments in the field –

Optional Service and Methods

- Preserve Time
- Maximize Safety
- Avoid Arrest
- Avoid Vehicle Inventory
- Avoid Vehicle Impound
- Avoid Defendant Transport
- Avoid Defendant Booking
- Avoid Offender Incarceration
- Avoid Jail Population Increase





Service & Support

I recommend that any city/county government take a serious look at AllPaid. These methods save us hundreds of thousands of dollars and greatly reduce liability exposure.

Deryl Corley
Court Administrator
Carrollton, Texas



24/7 call center staffed with bilingual agents (PCI compliant)



Area specialists who answer questions, trouble-shoot problems & process payments



Training from a dedicated Client Services Specialist and refresher training via online tutorial



Complimentary Media Kit to help you "get the word out" with fact sheets and customizable Press Releases for your Website & Social Media



- Participation Agreement signed by Parent Agency
- Add Participating Jurisdictions through simple Inter-Local Agreement (ILAs) and Engagement Letter with AllPaid
- Banking Transfers details for Each Participating Agency
- Development and Testing
- Go Live Once Testing is Approved





Thank you for your time and attention. Know that AllPaid stands ready to assist your agency in any way, possible just as we have for the last 23 years.

If I personally may be of assistance please use the following information to contact me;

Troy Crow

Senior Account Executive – Texas

Phone: (817)781-6693

Email: tcrow@allpaid.com

I look forward to serving you
however I can.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: February 9, 2021
Exhibits:	<ul style="list-style-type: none"> • Future Agenda Items • Jerry Dorough donation receipt to Parker Fire Department

AGENDA SUBJECT

FUTURE AGENDA ITEMS

UPDATE(S):

- EMERGENCY COMMUNICATION COMMITTEE [ABRAHAM]
- EVERBRIDGE [OLSON/ABRAHAM]
- WINTER STORM [OLSON]
- ACCEPTANCE OF FOOD DONATION(S) FOR POLICE, FIRE, AND CITY STAFF DUE TO COVID-19 FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]
 - 2021 0204 Jerry Dorough donated \$100.00 cash to the Parker Fire Department
 - 2021 0225 Scott Jeffries and Andera Petro donated \$500 to the Parker Fire and Police Departments in memory of Charles Petro, former Chief of Police Lakewood, Ohio.

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:	02/25/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	02/26/2021

CITY COUNCIL
FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
2021			
TBD	International Building Codes	Machado	2018 0920 PWD GM working on update
TBD	Annual Codification Supplement	C'Sec	Last update 2019 0604 CC Mtg
TBD	2021 City Fee Schedule	Olson/Machado	2015-2016 Approved 2/29; added 2016-17 to FAI; last Update 2019 0604; BP Update 2019 0917
TBD	Electronic Agenda - in process	Olson	MLP added 2019 0624; Discussed 2019 061&12 Long Term Planning; Demo 2019 1107 AM; 2019 1217 Update; Possibly live 01/2021
Monthly	Republic Waste Report	Bernas	Last Update 2021 0119; 2021 0302
Feb, May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller/Flo wers	4th Qtr 2021 0302 CC Agenda
Feb, Apr May, Aug, Nov	Investment Quarterly Report	Savage	4th Qtr 2021 0302 CC Agenda
March 16, 2021	Drainage Committee	Meyer	Last Update 2020 1006; 2021 0202
April 6, 2021	Transportation Committee	Standridge	Last Update 2021 0112; 2021 xxxx
TBA	Emergency Communication Committee	Abraham	Last Update 2021 0112; 2021 0302
TBA	Comprehensive Plan Committee	Olson/Slaughter	Last Update 2021 0112
TBA	Capital Improvement Program (CIP) Committee	Lynch	Last Update 2021 0112
As needed	Noise Committee	Olson/?	Last Update 2021 0119
Ongoing	Facility	Council	2021 0105 Community Meeting
March	Pump Station - every other month	Machado	Last Update 2021 0112
March	North Texas Municipal Water District (NTMWD) - every other month	Olson	Last Update 2021 0112
TBA	Sales Tax (As directed by CM Cindy Meyer)	Meyer	Last Update 2021 0112; 0119 Possibly Feb/Mar

CITY COUNCIL**FUTURE AGENDA ITEMS**

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
TBA	Strategic Plan - Looking for Members - (As directed	Lynch	Last Update 2021 0112; 2021 xxxx
TBA	Town Hall Meeting - Drainage	Meyer/Pettle	2019 0922 MLP Email
March, 2021	Advertise for Bids 2020-2021 Annual Road Maintenance Project	Machado/Birkhoff/Scott Grey	Advertised last in May, 2020
March, 2021	Water Rate Analysis	Savage/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020
March, 2021	Prompt for Vacations	Scott Grey	Send email March
March, 2021	ACSC Participation	Shelby	Last 2019 0319
March, 2021	Policy Changes, e.g. Investment		Res. No. 2020-651 - Ask Grant after conference
TBA	Consider Tax Freeze for those over 65	Grant/Shelby	2019 0820 CC - Lou Zettler
TBA	Advertise for Bids for water line or other projects	Machado/Birkhoff/Scott Grey	

City of Parker
5700 East Parker Road
Parker, TX 75002

Meeting Date: 03/02/2021 Item 9.

DATE : 2/4/2021 11:42 AM
OPER : FrontDesk
TKBY : KC
TERM : 99
REC# : R00015477

100 Misc Transaction 100.00
JERRY DOROUGH 100.00

Paid By: JERRY DOROUGH
1-Cash 100.00

APPLIED 100.00
TENDERED 100.00

CHANGE 0.00

2021
FD Donation