



AGENDA

CITY COUNCIL REGULAR MEETING

SEPTEMBER 7, 2021 @ 7:00 PM

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, September 7, 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.

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

- 1. PEANUT BUTTER FOOD DRIVEFOR NORTH TEXAS FOOD BANK
CANCELED - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 8, 2021, 6 PM
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, SEPTEMBER 15, 2021, 6 PM
- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 5, 2021, 6:00 P.M. – 9:00 P.M.
EARLY VOTING OCTOBER 18, 2021 – OCTOBER 29, 2021 & NOVEMBER 2, 2021, ELECTION
- NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM
- HOUSEHOLD HAZARDOUS WASTE DISPOSAL SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM, AT PARKER CITY HALL, 5700 E. PARKER ROAD, PARKER, TEXAS
- PARKERFEST - SUNDAY, OCTOBER 24, 2021, 3:00 PM to 6:00 PM

CONSENT AGENDA Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR AUGUST 17, 2021.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-676 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2021-2022.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE OCTOBER 5, 2021, REGULAR MEETING DUE TO NATIONAL NIGHT OUT (NNO).
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 2, 2021, REGULAR MEETING DUE TO ELECTION DAY VOTING.

INDIVIDUAL CONSIDERATION ITEMS

5. PUBLIC HEARING ON FY2021-2022 BUDGET AND TAX RATE.
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 805, ADOPTING THE 2021 TAX RATE.
CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 806, ADOPTING THE 2021-2022 BUDGET.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 807, AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2020-2021 OPERATING BUDGET.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-677, ACCEPTING A TEXAS FOREST SERVICE COST-SHARE REIMBURSEMENT GRANT OF UP TO \$20,000 TO REIMBURSE THE DEPARTMENT FOR THE PURCHASE OF CERTAIN FIRE/RESCUE EQUIPMENT.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING STAFFING ADJUSTMENTS AND ASSIGNMENT OF RESPONSIBILITIES AND PERSONNEL WITHIN THE POLICE DEPARTMENT OF THE CITY OF PARKER.
9. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING THE MODIFICATION OF CURRENT CITY POLICIES RELATED TO THE REPLACEMENT OF CAPITAL EQUIPMENT AND CITY VEHICLES.

ROUTINE ITEMS

10. UPDATE(S)

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]

Carol Wolniewicz donated various snacks estimated value of \$75.00

Judy Garrett donated Tiff's Treat's estimated value of 30.00

11. FUTURE AGENDA ITEMS

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

12. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.
13. RECONVENE REGULAR MEETING.
14. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

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 September 3, 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.

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.

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: August 31, 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

- PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK
- Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 8, 2021, 6 PM
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, SEPTEMBER 15, 2021, 6 PM
- NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 5, 2021, 6:00 P.M. – 9:00 P.M
- EARLY VOTING OCTOBER 18, 2021 – OCTOBER 29, 2021 & NOVEMBER 2, 2021, ELECTION

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 17	October 18 Early Voting 8am–5pm	October 19 Early Voting 8am–5pm	October 20 Early Voting 8am–5pm	October 21 Early Voting 8am–5pm	October 22 Early Voting 8am–5pm	October 23 Early Voting 7am–7pm
October 24 Early Voting 1pm–6pm	October 25 Early Voting 7am–7pm	October 26 Early Voting 7am–7pm	October 27 Early Voting 7am–7pm	October 28 Early Voting 7am–7pm	October 29 Early Voting 7am–7pm	October 30
October 31	November 1	November 2 Election Day 7am–7pm				

- NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM
- HOUSEHOLD HAZARDOUS WASTE DISPOSAL SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM, AT PARKER CITY HALL, 5700 E. PARKER ROAD, PARKER, TEXAS
- PARKERFEST - SUNDAY, OCTOBER 24, 2021, 3:00 PM to 6:00 PM

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:	09/02/2021
Interim City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



P&R – 2nd Wednesday, 6 PM

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 9, 2021 - Canceled

July 14, 2021

August 11, 2021

September 8, 2021 – Canceled

October 13, 2021

November 10, 2021

December 8, 2021

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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 - canceled

July 21, 2021 - canceled

August 18, 2021 - canceled

September 15, 2021

October 20, 2021 – **May conflict with early voting**

November 17, 2021

December 15, 2021

JANUARY						
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NOVEMBER						
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Comprehensive Plan (COMP) Committee

- **EARLY VOTING OCTOBER 18, 2021 – OCTOBER 29, 2021 & NOVEMBER 2, 2021, ELECTION**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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October 31	November 1	November 2 Election Day 7am-7pm				



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: August 31, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR AUGUST 17, 2021.

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:	09/02/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



MINUTES
CITY COUNCIL MEETING
AUGUST 17, 2021

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 7:00 p.m. Mayor Pro Tem Cindy Meyer and Councilmembers Diana M. Abraham(present by phone @ 6:55 p.m.-meeting end), Terry Lynch, Jim Reed, and Michael Slaughter were present.

Staff Present: City Administrator Luke Olson, Finance/Human Resources Director Grant Savage, Interim City Attorney Scott D. Levine, Public Works Director Gary Machado, Fire Chief Mike Sheff, Municipal Court Clerk Lori Newton, and Police Chief Richard Brooks

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

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - a. Pursuant to Sec. 551.071 of the Government Code; consultation with the City Attorney, including discussion of pending or contemplated litigation; and
 - b. Pursuant to Secs. 551.076 and 551.089 of the Government Code; consultation regarding a security assessment and/or audits and critical infrastructure.

Mayor Lee Pettle recessed the regular meeting to Executive Session at 7:01 p.m.

2. RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:29 p.m.

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

No action taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Patti Cordina led the pledge.

TEXAS PLEDGE: Amanda Noe 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.

Richard Williams, 5105 Englenook Drive, had two (2) comments, 1) he was assigned to research electronic records and found classes were available through Texas State Library and Archives Commission (TSLAC) via webinars, online and in-person classes; and 2) he indicated the State has records retention schedules available. Mr.

Williams said the committee is the right thing to do and it would help the proposed municipal building project move forward, determine square footage, and advise on whether a bond was necessary, or the project should be self-funded. He felt the Committee was a good start.

Mayor Pettle said there was one (1) emailed public comment from James Clay, 2007 Dublin Road, regarding the proposed Municipal Complex. The emailed comment will be attached to tonight's meeting minutes. (See Exhibit 1 – James Clay's email, dated August 16, 2021.)

ITEMS OF COMMUNITY INTEREST

- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, AUGUST 18, 2021, 6 PM – CANCELED
The Wednesday, August 18, 2021, Comprehensive Plan (COMP) Committee is canceled.
- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 8, 2021, 6 PM
The Wednesday, September 8, 2021, P&R Commission is planned, and the agenda will be available on the City's website, www.parkertexas.us, in early September.
- PROJECTED 2021 TAX RATE PLANNING CALENDAR
The 2021 Tax Rate Planning Calendar is in the packet for reference on upcoming meetings.
- PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK.
In September, there will be a box in the foyer of City Hall, to place food donations with an emphasis on peanut butter and jelly.

Please mark your calendars for the following upcoming events:

- NATIONAL NIGHT OUT – TUESDAY, OCTOBER 5, 2021, 6:00 P.M. – 9:00 P.M
Please contact Michelle in the Police Department for details.
- NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM, IN FRONT OF POLICE STATION
- HOUSEHOLD HAZARDOUS WASTE DISPOSAL SATURDAY, OCTOBER 23, 2021, 10:00 AM – 2:00 PM, AT PARKER CITY HALL, 5700 E. PARKER ROAD, PARKER, TEXAS
- PARKERFEST - SUNDAY, OCTOBER 24, 2021, 3:00 PM to 6:00 PM
Additional details will be provided when available.

INDIVIDUAL CONSIDERATION ITEMS

4. APPROVAL OF MEETING MINUTES FOR AUGUST 3, 2021.

MOTION: Councilmember Lynch moved to approve the August 3, 2021, City Council minutes. Councilmember Slaughter seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-675 APPOINTING AN AUDITOR AND ENTERING INTO A SERVICE

CONTRACT WITH SAID AUDITOR FOR 2020-2021 AUDIT. [TABLED – 08032021; REWORDED]

MOTION: Councilmember Lynch moved to reject or deny the appointment of BrooksWatson & Company, PLLC and readvertise Request for Qualifications (RFQs) for certified public accounting firms. No one seconded the motion. The motion died for a lack of a second.

MOTION: Councilmember Abraham moved to approve Resolution No. 2021-675, appointing BrooksWatson & Company, PLLC and entering a service contract with said auditor for 2020-2021 audit with a different auditing team within the audit firm performing the audit. Councilmember Slaughter seconded with Councilmembers Abraham, Meyer, Reed, and Slaughter voting for the motion and Councilmember Lynch voting against the motion. Motion carried 4-1.

6. DISCUSSION, CONSIDERATION AND ANY APPROPRIATE ACTION ON

- CREATING A "CITIZENS ADVISORY COMMITTEE" FOR THE MUNICIPAL COMPLEX PROJECT.

MOTION: Mayor Pro Tem Meyer moved to not establish a citizens advisory committee. No one seconded the motion. The motion died for a lack of a second.

No action taken.

- HAVING THE ARCHITECT KENT SPURGIN MAKE UPDATES TO BUILDING ARCHITECT PLANS BASED ON CURRENT FEEDBACK AND

No action taken.

7. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ADVERTISING A REQUEST FOR PROPOSAL (RFP) AND PROVIDING NOTICE TO REPUBLIC WASTE INC. IN REGARD TO SOLID WASTE AND RECYCLING SERVICES.

MOTION: Councilmember Slaughter moved to proceed with Request for Proposal (RFP) for bulk, solid waste, and recycling services, while reserving the decision as to whether to provide notice of termination to Republic Waste, Inc. prior to October 1, 2021. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Reed, and Slaughter voting for the motion and Mayor Pro Tem Meyer voting against the motion. Motion carried 4-1.

ROUTINE ITEMS

8. UPDATE(S):

- MONTHLY/QUARTERLY REPORTS
 - DEPARTMENT REPORTS-
 - BUILDING (JULY), FINANCE (monthly financials) (JULY), FIRE (2ND QTR), INVESTMENT (2ND QTR), POLICE (JULY), REPUBLIC WASTE (JULY), AND WEBSITE (JULY)
- CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE [LYNCH/REED]

- DRAINAGE
- INFRASTRUCTURE

Councilmember Lynch said the August 19, 2021, CIP Committee meeting is canceled and will be rescheduled. Everyone will be advised when the meeting date/time has been reset.

- CODE BOOK [MEYER]

Mayor Pro Tem Meyer noted the City Council and Planning and Zoning (P&Z) Commission Subcommittees plan to meet this Thursday, August 19, 2021, at 7:00 p.m.

- COMPREHENSIVE PLAN COMMITTEE [SLAUGHTER]

No additional update.

- EMERGENCY COMMUNICATION COMMITTEE [ABRAHAM]

No update.

- MUNICIPAL COMPLEX [PETTLE/COUNCIL]

No additional update.

- LEGISLATIVE UPDATES [OLSON]

No update.

- NEW RESIDENT PACKET [MEYER]

No update.

- NEWSLETTER [MEYER]

No update.

- NOISE COMMITTEE [OLSON]

No update.

- NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]

No update.

- PUMP STATION [MACHADO]

No update.

- RISK AND RESILIENCE ANALYSIS AND EMERGENCY RESPONSE PLAN UPDATE [MACHADO/BIRKHOFF]

No update.

- SALES TAX [MEYER]

No update.

- SUBDIVISION(S) [MACHADO]

No update.

- THOROUGHFARE & OTHER MAPS UPDATE [MACHADO]

No update.

- 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]

Mayor Pettle thanked Emily Plummer and Katherine Li on behalf of herself, City Council, City, and City Staff, stating what a kind and generous community the City of Parker is.

- Emily Plummer 5908 Gregory Ln provided homemade muffins estimated value \$15.00
- Katherine Li 6001 Ranchview Court provided snacks and drinks estimated value at \$70.00

9. FUTURE AGENDA ITEMS

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

Councilmember Lynch said she would like an item to discuss a committee to oversee the audit.

Hearing no additional requests, Mayor Pettle encouraged everyone to email her any requests. She noted the next scheduled special meeting would be Tuesday, August 31, 2021, for budget and tax rate and the next regularly scheduled meeting would be Tuesday, September 7, 2021.

10. ADJOURN

Mayor Lee Pettle adjourned the meeting at 9:24 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 7th day
of September, 2021.

Subject: Fw: Municipal Complex
Date: 8/16/2021 1:07:51 PM Central Standard Time
From: LPettle@parkertexas.us
To: lpettle@aol.com

From: Dr. Clay [REDACTED]
Sent: Monday, August 16, 2021 12:33 PM
To: Lee Pettle <LPettle@parkertexas.us>; Diana Abraham <dabraham@parkertexas.us>; Jim Reed <jreed@parkertexas.us>; Terry Lynch <tlynch@parkertexas.us>; Cindy Meyer <CMeyer@parkertexas.us>; Michael Slaughter <mslaughter@parkertexas.us>
Subject: Municipal Complex

Honorable Mayor and Council,

I will be unable to attend the meeting tomorrow night, August 17, 2021, at which the plans for construction of a municipal complex may be discussed. Being a former council member who was in charge of the expansion and remodeling of the current city hall in 2000, I point out that the city hall was estimated at that time to be adequate for a period of five to seven years. Twenty one years have now passed, therefore, the need for a new complex is urgent.

The city administration had developed a good, affordable plan based on consideration of citizen input, staff needs, government requirements, and advice from architects familiar with municipal building designs. After several months of planning, the project was put on a ballot for a bond election when interest rates were low, inflation was low, supplies were plentiful, and skilled labor was readily available. A campaign against the bond, I believe lead by a former mayor of Parker, was successful in defeating the bond. Now, by the time the city proceeds with construction of a municipal complex, the city will get far less value for its money due to rising interest rates, inflation, and increased construction costs.

The city administration should rely on professional advice regarding the planning, not every whim of individual citizens. Therefore, I strongly recommend that there not be an official citizens committee to give design advice. That is not to say do not to consider comments from citizens during the comment time of a council meeting.

As you are all probably aware, in 2011, the above mentioned mayor cost the City of Parker \$30,000, plus attorney's fees, for defending the city in a case involving alleged sexual harassment and creation of a hostile work place. I strongly suggest that when you consider appointments to boards and committee, you choose people with good character.

Best regards,

James Clay

[REDACTED]
Parker, TX

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This email has been checked for viruses by AVG.

https://urldefense.proofpoint.com/v2/ur12u=https-3Awww.avg.com&d=DwIDAQ&c=euGZstcaTDllvjmEN8b7jXrwqOf-v5A_CdpgrVfiMM&r=15-WPFnBE_KYUrx06scmDsEb9p7L_sNmvdKyD3twQ&m=jlY6r_cxbawrSxplslc6ZhsY58KjkQ8SfHaFAPNa0tM&s=xB9QgmB1dv0jRe63amgkS0_WLjPNE6mVnirHCtF7NMU&c=

Exhibit 1



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: August 31, 2021
Exhibits:	1. Proposed Resolution 2. Annual Contract 3. Resolution No. 2020-642

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-676 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEAR 2021-2022.

SUMMARY

Texas Local Government Code §52.004 Official Newspaper

Type A General-Law Municipality. At the beginning of each fiscal year, Type A municipalities must designate an official newspaper. Tex. Loc. Gov't Code §52.004. This must be done as soon as practicable after the beginning of each municipal year. The municipality shall contract with the newspaper designated by ordinance or resolution.

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

CITY OF PARKER
RESOLUTION NO. 2021-676
(Designating Official Newspaper)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2021-2022, AND
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2021-2022, commencing October 1, 2021. The use of the newspaper prior to the date of this resolution is ratified by Council.
2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.
3. Until September 30, 2022, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.
4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.
5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 7th day of September, 2021.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott D. Levine, Interim City Attorney

Proposed

Category: (Legal)

Contract Date 10/01/2021

Level: \$5,000

Frequency X

Rate card Year: 2021

DVC

ADVERTISING CONTRACT

Advertiser Name: CITY OF PARKER - Acct #: 100069579

Hereinafter referred to as Advertiser hereby contracts with The Dallas Morning News, Inc. d/b/a Belo + Company (hereinafter "Publisher") for consumption of not less than \$5,000 of advertising through the use of Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period beginning 10/01/2021 and 09/30/2022.

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

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

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

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

Signed:

The Dallas Morning News, Inc.
d/b/a Belo + Company
Dallas, TX 75202

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

Print Name: Max Tezkal

Print Name: _____

Signature: _____

Signature: _____

Title: Legal Account Executive

Title: _____

Date: 08/31/2021

Date: 08/31/2021

Appendix A

\$5,000 Annual Spend Includes:

\$4.15 per newspaper line per day

\$35.00 Liner / \$45.00 Display for dallasnews.com

\$1 per Line of Bold Type

\$15 Bordered in Column Classified Legal Ad

\$.90 per newspaper line per day for Al Dia

FURTHER CONDITIONS OF THIS CONTRACT

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

Standard Terms and Conditions

1. **General.** Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.
2. **Launch of Services.** Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.
3. **Proofs; Responsibility for Ads.** Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.
4. **Placement.** Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.
5. **No Guarantees.** Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.
6. **License to Advertiser Materials.** Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.
7. **Delivery of Advertiser Materials.** Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.
8. **Payment Terms. The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments).** Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.
9. **Taxes.** Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.
10. **Termination.** Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.
11. **Trademark License.** Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by

Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

12. Reservation of Rights. Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

13. End User Information. Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

14. Advertiser Representations and Warranties. Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

15. Indemnification. Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

16. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

18. Force Majeure. Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

19. Modifications to this Agreement. Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including [Exhibit A](#)) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

20. Miscellaneous. Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in [Exhibit A](#), are for the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.

EXHIBIT A
Service-Specific Terms

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

1. Search Engine Optimization ("SEO"). Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URL's identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.
2. Search Engine Marketing ("SEM"). Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.
3. Social Media Management ("SMM"). Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.
4. Reputation Management ("RM"). Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.
5. LocalTrack. During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon, completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and /or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and

content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

6. Websites, Mobile Sites & E-Commerce. Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("**Store**") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.
7. Email Marketing. The email marketing Service, and any related offerings and products, are collectively referred to herein as the "**Email Products**." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.
8. Press Release Services ("**PRS**"). In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.

CITY OF PARKER
RESOLUTION NO. 2020-642
(Designating Official Newspaper)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF PARKER FOR THE FISCAL YEAR 2020-2021, AND
RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR
THE PRIOR YEAR.**

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

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

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

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

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

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Year 2020-2021, commencing October 1, 2020. The use of the newspaper prior to the date of this resolution is ratified by Council.

2. The Mayor is authorized and directed to execute a contract with *Dallas Morning News* establishing the applicable rates for publication of City notices.

3. Until September 30, 2021, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.

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

5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 15th day of September, 2020.



ATTEST:



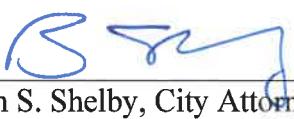
Patti Scott Grey, City Secretary

CITY OF PARKER:



Ed Standridge, Mayor Pro Tem

APPROVED AS TO FORM:



Brandon S. Shelby, City Attorney



The Dallas Morning News

Category: (Legal)

Contract Date 10/01/2020

Level: \$5,000

Frequency X

Rate card Year: 2020

DVC

ADVERTISING CONTRACT

Advertiser Name: City of Parker - Acct #:100069579

Hereinafter referred to as Advertiser hereby contracts with The Dallas Morning News, Inc. d/b/a Belo + Company (hereinafter "Publisher") for consumption of not less than \$5,000 of advertising through the use of Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period beginning 10/01/2020 and 09/30/2021.

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

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

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

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

Signed:

The Dallas Morning News, Inc.
d/b/a Belo + Company
Dallas, TX 75202

Print Name: Max Tezko

Signature:

Title: Legal Account Executive

Date: 09/15/2020

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

Print Name: Ed Standridge

Signature:

Title: Mayor Pro Tem

Date: September 15, 2020

Appendix A
Annual Spend \$5,000
Rate: \$4.15 per newspaper line per day
\$35.00 Liner / \$45.00 Display for dallasnews.com
\$1 per line bold type
\$15 border for in column ads
Al Dia \$.90 per line

FURTHER CONDITIONS OF THIS CONTRACT

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

Standard Terms and Conditions

1. **General.** Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.
2. **Launch of Services.** Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.
3. **Proofs; Responsibility for Ads.** Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.
4. **Placement.** Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.
5. **No Guarantees.** Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.
6. **License to Advertiser Materials.** Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any and all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.
7. **Delivery of Advertiser Materials.** Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.
8. **Payment Terms.** The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments). Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.
9. **Taxes.** Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.
10. **Termination.** Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.
11. **Trademark License.** Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by

Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives Advertiser any right to use the trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

12. Reservation of Rights. Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

13. End User Information. Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

14. Advertiser Representations and Warranties. Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

15. Indemnification. Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

16. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

18. Force Majeure. Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

19. Modifications to this Agreement. Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including Exhibit A) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

20. Miscellaneous. Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in Exhibit A, are for the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.

EXHIBIT A

Service-Specific Terms

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

1. Search Engine Optimization ("SEO"). Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URL's identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.
2. Search Engine Marketing ("SEM"). Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.
3. Social Media Management ("SMM"). Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.
4. Reputation Management ("RM"). Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.
5. LocalTrack. During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and /or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and

content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider and or Vendors to administer, monitor, use and access Advertiser recorded calls as Advertiser's agent. Advertiser shall defend, indemnify, and hold harmless Publisher, Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

6. Websites, Mobile Sites & E-Commerce. Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.
7. Email Marketing. The email marketing Service, and any related offerings and products, are collectively referred to herein as the "Email Products." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.
8. Press Release Services ("PRS"). In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.



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: August 31, 2021
Exhibits:	<ul style="list-style-type: none"> • National Night Out (NNO) Flyer

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE OCTOBER 5, 2021, REGULAR MEETING DUE TO NATIONAL NIGHT OUT (NNO).

SUMMARY

Due to National Night Out (NNO), Tuesday, October 5, 2021, City Staff has requested the City Council meeting be canceled. Police Department Records Manager Michelle Hsieh provided the Flyer attached with additional information.

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



POLICE-COMMUNITY PARTNERSHIPS

CITY OF PARKER

NATIONAL NIGHT OUT 2021

OCTOBER 5, 2021 6-9PM

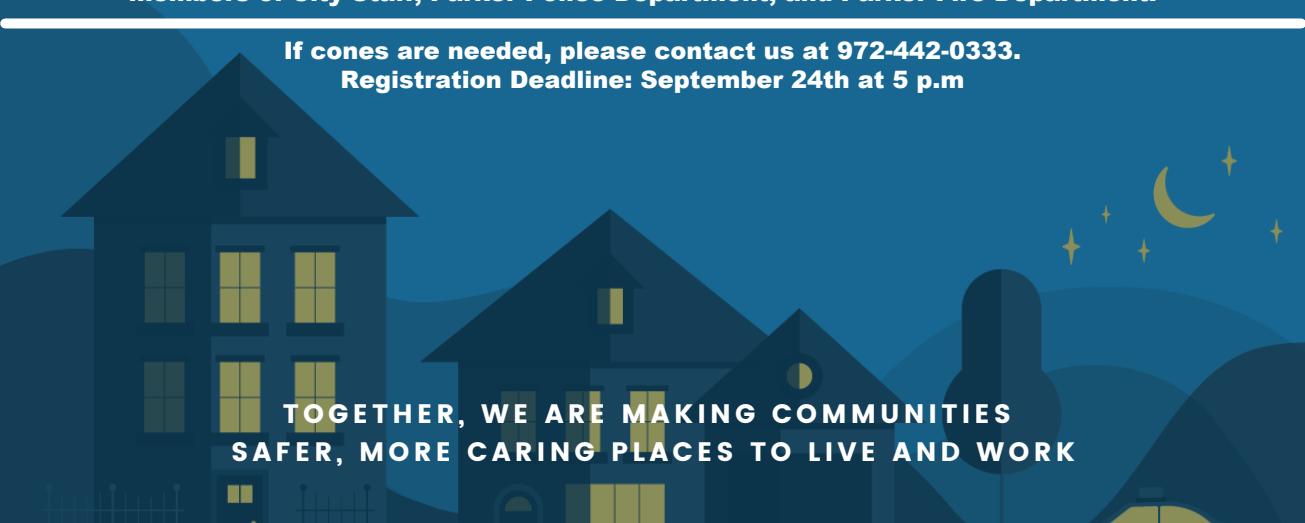
The Parker Police Department would love to participate in all the National Night Out activities going on throughout the city. If your neighborhood or just a couple of friends are getting together to promote and participate in National Night Out 2021, please feel free to look for more information at

www.parkertexas.us/271/National-Night-Out

Registered block parties will receive visits from members of City Council, members of City Staff, Parker Police Department, and Parker Fire Department.

If cones are needed, please contact us at 972-442-0333.

Registration Deadline: September 24th at 5 p.m.



TOGETHER, WE ARE MAKING COMMUNITIES
SAFER, MORE CARING PLACES TO LIVE AND WORK



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: August 31, 2021
Exhibits:	• None

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE NOVEMBER 2, 2021, REGULAR MEETING DUE TO ELECTION DAY VOTING.

SUMMARY

Due to November 2, 2021, General Election Day Voting (ED), it is necessary to cancel the November 2, 2021, Regular City Council meeting. (See complete Early Voting and Election Day Voting Schedule under Items of Community Interest.)

Tuesday, November 2, 7:00am - 7:00pm

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 31, 2021
Exhibits:	<ol style="list-style-type: none"> 1. Tax Rate 2nd Public Hearing FY2021-2022 PowerPoint 2. Proposed Budget – FY 2021-2022 3. Proposed Ordinance (2021 Tax Rate) 4. Proposed Ordinance (2021-2022 Budget)

AGENDA SUBJECT

PUBLIC HEARING ON FY2021-2022 BUDGET AND TAX RATE.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 805, ADOPTING THE 2021 TAX RATE.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 806, ADOPTING THE 2021-2022 BUDGET.

SUMMARY

Please review the attached exhibit(s) for the 2021 Tax Rate and FY21-22 Budget.

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:	09/02/2021
City Attorney:		Date:	
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



City Council Work Session

FY 2021-2022

Tax Rate 2nd Public Hearing

Tuesday, September 7, 2021

2nd Public Hearing on Proposed Tax Rate

- Proposed tax rate is \$0.365984 (same as last year)

	2020	2021
No-New-Revenue Tax Rate	0.360198	0.349195
Voter-Approval Tax Rate (3.5%)	0.360515	0.360290
M&O Rate	0.329560	0.331870
Debt Tax Rate	0.036424	0.034114
De minimis Rate	0.394399	0.389999
Adopted Tax Rate	0.365984	



FY 2021-2022

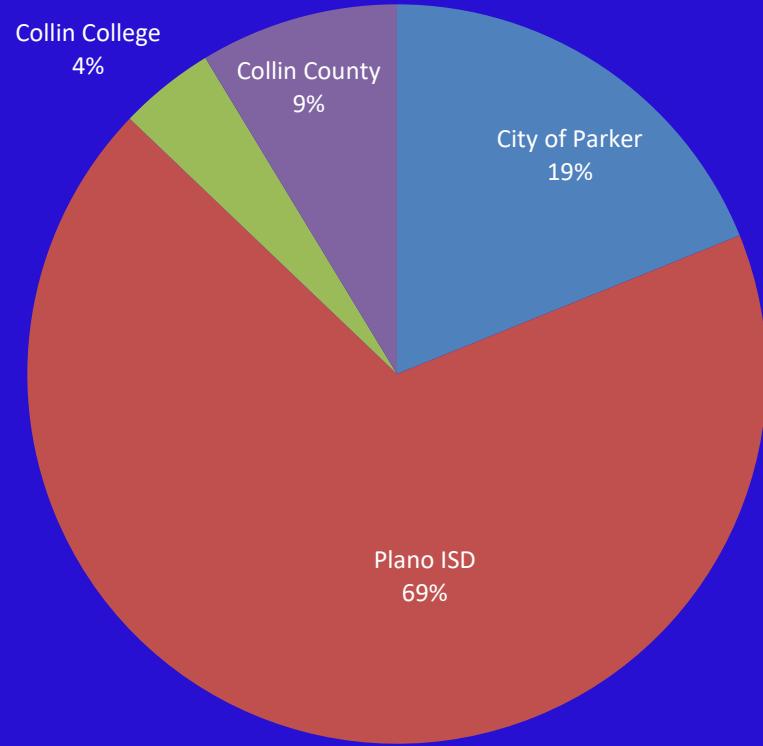
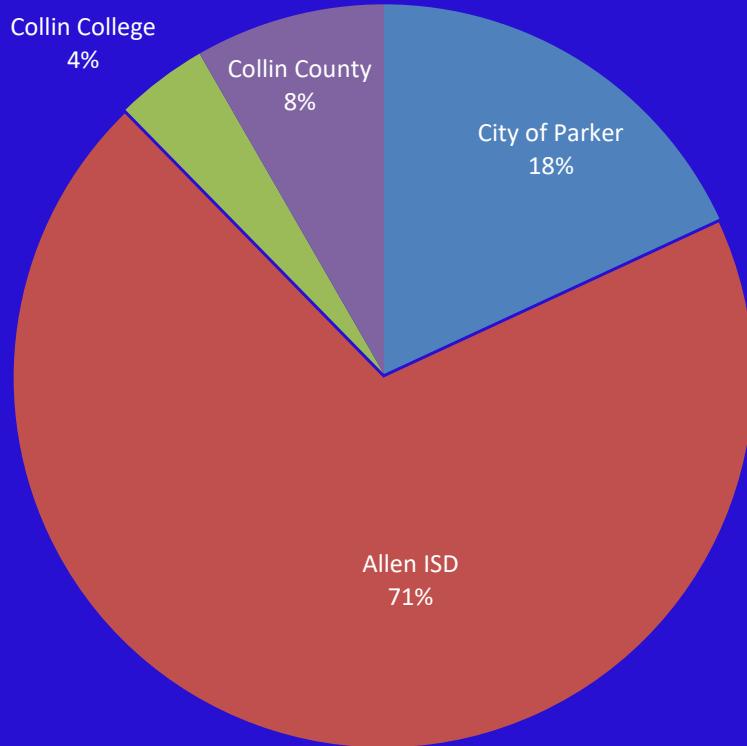
Proposed Tax Rate

Tax Rate Distribution

Taxing Entity	Tax Rate per \$100 of Assessed Value			
	2018	2019	2020	2021 (Proposed)
City of Parker	0.365984	0.365984	0.365984	0.365984
Collin County	0.180785	0.174951	0.172531	0.168087
Collin College	0.081222	0.081222	0.081222	0.081222
Allen ISD	1.550000	1.458900	1.432500	1.406800
Plano ISD	1.439000	1.337350	1.323750	1.322750
Combined Tax Rate	2.177991 (AISD)	2.081057 (AISD)	2.052237 (AISD)	2.022093 (AISD)
	2.066991 (PISD)	1.959507 (PISD)	1.943487 (PISD)	1.938043 (PISD)

FY 2021-2022 Proposed Tax Rate

2021 Property Tax Rate Distribution





Meeting Date: 09/07/2021 Item 5.

FY 2021-2022

Proposed Tax Rate

- This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate.



FY 2021-2022 Proposed Budget 2nd Public Hearing



Budget Process

Date	Budget Action
June	Department Heads Submit Budgets to Finance Manager
Tuesday, July 13	1st Budget Workshop
Tuesday, August 3	2nd Budget Workshop
Tuesday, August 3	Vote on Proposed Tax Rate - Regular Council Meeting
Friday, August 6	File Proposed Budget with City Secretary
Friday, August 6	Post Proposed Budget on City Website
Tuesday, August 31	1st Public Hearing on Proposed Tax Rate and Budget
Tuesday, September 7	2nd Public Hearing & Final Action on Tax Rate and Budget



Meeting Date: 09/07/2021 Item 5.

FY 2021-2022 Proposed Budget



COMBINED BUDGET SUMMARY - ALL FUNDS

Fund	Fund Title	FY 2020-21		FY 2021-22		% Increase Expenditures
		Total Revenues	Total Expenditures	Total Revenues	Total Expenditures	
01	General Fund	4,963,786	4,963,651	5,399,423	5,369,620	8%
03	Water/Wastewater Fund	3,685,600	3,681,967	3,782,850	3,768,730	2%
05	Solid Waste Fund	437,792	432,264	485,690	478,915	11%
21	Law Enforcement Fund	-	7,898	-	6,947	-12%
22	Equipment Replacement Fund	275,000	65,600	275,000	54,000	-18%
23	Court Security Fund	3,300	4,500	3,800	3,800	-16%
24	Court Technology Fund	3,600	8,300	3,600	2,700	-67%
25	Child Safety Fund	5,000	5,000	5,000	5,000	0%
26	Police Donations Fund	250	8,505	1,000	2,500	-71%
27	Fire Donations Fund	2,180	64,200	2,150	54,200	-16%
28	Technology Replacement Fund	-	-	55,000	55,000	
29	Parks Fund	10,000	10,000	7,500	7,500	-25%
40	General Obligations Debt Service Fund	409,047	420,509	420,991	420,823	0%
41	Revenue Bond I&S Fund	554,702	554,702	555,826	555,826	0%
60	Utility Impact Fee Fund	200,000	200,000	200,000	-	-100%
61	Street Construction Fund	400,000	400,000	500,000	650,000	63%
62	Utility Construction Fund	150,000	6,650,000	-	3,550,000	-47%
63	Drainage Improvement Fund	100,000	100,000	100,000	100,000	0%
65	Facilities Improvement Fund	350,000	350,000	350,000	350,000	0%
TOTALS		11,550,257	17,927,096	12,147,830	15,435,561	-14%



Meeting Date: 09/07/2021 Item 5.

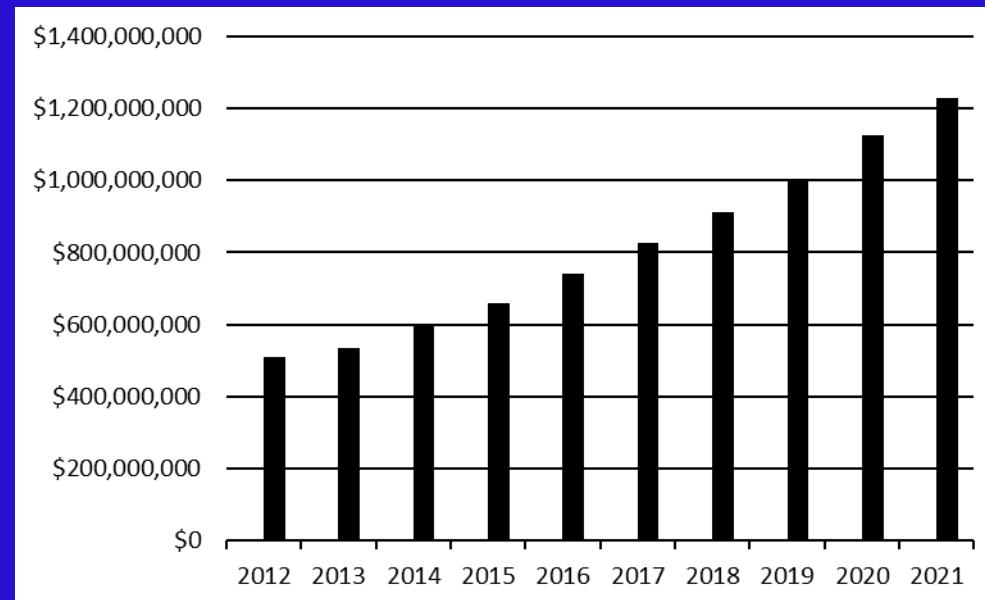
FY 2021-2022 Proposed Budget

	Actual FY2018-19	Actual FY2019-20	Budget FY2020-21	Proposed Budget FY2021-22	FY2020-21 vs FY2021-22
GENERAL FUND					
REVENUES:					
Taxes					
Property (current)	\$ 2,898,240	\$ 3,295,340	\$ 3,637,848	\$ 4,041,010	11.1%
Property (delinquent)	18,552	40,154	42,844	47,116	10.0%
Sales & Use	233,078	265,351	245,194	302,897	23.5%
Franchise Fees	272,961	254,870	271,500	265,000	-2.4%
Licenses, Fees & Permits	444,041	477,576	445,500	450,000	1.0%
Investment Income	78,090	72,551	44,700	17,200	-61.5%
Fines, Warrants & Seizures	218,283	184,221	220,000	220,000	0.0%
Miscellaneous	81,420	89,304	6,200	6,200	0.0%
Total Revenues	\$ 4,244,666	\$ 4,679,368	\$ 4,913,786	\$ 5,349,423	8.9%
EXPENDITURES:					
Current:					
Administration	\$ 965,435	\$ 625,861	\$ 778,280	\$ 811,610	4.3%
Police	1,275,109	1,140,983	1,304,452	1,356,428	4.0%
Fire	644,673	1,924,026	813,852	903,447	11.0%
Public Works	964,741	468,771	561,627	561,235	-0.1%
Non-Department	129,509	439,676	400,440	484,400	21.0%
Total Expenditures	\$ 3,979,466	\$ 4,599,318	\$ 3,858,651	\$ 4,117,120	6.7%
Net Change in Fund Balance - Excess (Deficit)	\$ 265,200	\$ 80,050	\$ 1,055,135	\$ 1,232,303	
Transfer from Water/Wastewater Fund	-	25,000	25,000	25,000	0.0%
Transfer from Solid Waste Fund	-	22,600	25,000	25,000	0.0%
Transfer to Capital Project Funds	-	(625,000)	(850,000)	(950,000)	11.8%
Transfer to Parks Fund	-	-	(5,000)	(2,500)	-50.0%
Transfer to Other Funds	-	(55,083)	(8,505)	-	-100.0%
Transfer to Technology Replacement Fund	-	-	-	(50,000)	
Transfer to Equipment Replacement Fund	-	(250,000)	(241,495)	(250,000)	3.5%
Other Financing Sources	\$ -	\$ (882,483)	\$ (1,055,000)	\$ (1,202,500)	14.0%
Net Change in Fund Balance	\$ 265,200	\$ (802,433)	\$ 135	\$ 29,803	

FY 2021-2022 Proposed Budget

Property Tax

- 2021 Certified Totals - \$1,229,947,992
 - Increase of \$103,726,572 (9.2%) from previous year (\$379,623)
 - Of that amount, \$48,821,881 is from new taxable property added (\$178,680)



FY 2021-2022 Proposed Budget

General Fund Budget Highlights

- Increased transfer to Street Construction Fund - \$100,000
- Created Technology Improvement Fund - \$50,000
- Funded full year of Fire Department 3rd shift - \$75,441
- Renewal of Swagit (previously paid by CARES Act) - \$20,340
- Renewal of Everbridge (previously paid by CARES Act) - \$12,490



Comments or
Questions?



This budget will raise more total property taxes than last year's budget by \$367,184 or 8.90%, and of that amount, \$178,680 is tax revenue to be raised from new property added to the tax roll this year.



City of Parker
Fiscal Year 2021-22 Budget
General Fund Summary
Fund Balance / Reserves

Actual FY2018-19	Actual FY2019-20	Budget FY2020-21	Proposed Budget FY2021-22	FY2020-21 vs FY2021-22
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GENERAL FUND**REVENUES:**

Taxes				
Property (current)	\$ 2,898,240	\$ 3,295,340	\$ 3,637,848	\$ 4,041,010 11.1%
Property (delinquent)	18,552	40,154	42,844	47,116 10.0%
Sales & Use	233,078	265,351	245,194	302,897 23.5%
Franchise Fees	272,961	254,870	271,500	265,000 -2.4%
Licenses, Fees & Permits	444,041	477,576	445,500	450,000 1.0%
Investment Income	78,090	72,551	44,700	17,200 -61.5%
Fines, Warrants & Seizures	218,283	184,221	220,000	220,000 0.0%
Miscellaneous	81,420	89,304	6,200	6,200 0.0%
Total Revenues	\$ 4,244,666	\$ 4,679,368	\$ 4,913,786	\$ 5,349,423 8.9%

EXPENDITURES:

Current:				
Administration	\$ 965,435	\$ 625,861	\$ 778,280	\$ 811,610 4.3%
Police	1,275,109	1,140,983	1,304,452	1,356,428 4.0%
Fire	644,673	1,924,026	813,852	903,447 11.0%
Public Works	964,741	468,771	561,627	561,235 -0.1%
Non-Department	129,509	439,676	400,440	484,400 21.0%
Total Expenditures	\$ 3,979,466	\$ 4,599,318	\$ 3,858,651	\$ 4,117,120 6.7%

Net Change in Fund Balance - Excess (Deficit) \$ 265,200 \$ 80,050 \$ 1,055,135 \$ 1,232,303

Transfer from Water/Wastewater Fund	-	25,000	25,000	25,000
Transfer from Solid Waste Fund	-	22,600	25,000	25,000
Transfer to Capital Project Funds	-	(625,000)	(850,000)	(950,000)
Transfer to Parks Fund	-	-	(5,000)	(2,500)
Transfer to Other Funds	-	(55,083)	(8,505)	-
Transfer to Technology Replacement Fund	-	-	-	(50,000)
Transfer to Equipment Replacement Fund	-	(250,000)	(241,495)	(250,000)
Other Financing Sources	\$ -	\$ (882,483)	\$ (1,055,000)	\$ (1,202,500)

Net Change in Fund Balance \$ 265,200 \$ (802,433) \$ 135 \$ 29,803

Fund Balance, Beginning (October 1)	\$ 4,405,732	\$ 4,670,932	\$ 3,868,499	\$ 3,868,634
Fund Balance, Ending (September 30)	\$ 4,670,932	\$ 3,868,499	\$ 3,868,634	\$ 3,898,437

FUND BALANCE RESERVE:

Total Expenditures (not including Transfers)	\$ 3,979,466	\$ 4,599,318	\$ 3,858,651	\$ 4,117,120
25% Target Reserve (3 months)	994,867	1,149,829	964,663	1,029,280
Fund Balance Excess (Under) Reserves	\$ 3,676,065	\$ 2,718,669	\$ 2,903,971	\$ 2,869,157

COMBINED BUDGET SUMMARY - ALL FUNDS

FY 2020-21

FY 2021-22

Fund	Fund Title	Audited Fund Balance 9/30/20	Total Revenues	Total Expenditures	Net Inc/(Dec)	Estimated Fund Balance 9/30/21	Total Revenues	Total Expenditures	Net Inc/(Dec)	Estimated Fund Balance 9/30/22
01	General Fund	3,868,499	4,963,786	4,963,651	135	3,868,634	5,399,423	5,369,620	29,803	3,898,437
03	Water/Wastewater Fund	2,090,296	3,685,600	3,681,967	3,633	2,093,929	3,782,850	3,768,730	14,120	2,108,049
05	Solid Waste Fund	18,817	437,792	432,264	5,528	24,345	485,690	478,915	6,775	31,120
21	Law Enforcement Fund	4,501	-	7,898	(7,898)	(3,397)	-	6,947	(6,947)	(10,344)
22	Equipment Replacement Fund	171,686	275,000	65,600	209,400	381,086	275,000	54,000	221,000	602,086
23	Court Security Fund	40,272	3,300	4,500	(1,200)	39,072	3,800	3,800	-	39,072
24	Court Technology Fund	7,262	3,600	8,300	(4,700)	2,562	3,600	2,700	900	3,462
25	Child Safety Fund	3,757	5,000	5,000	-	3,757	5,000	5,000	-	3,757
26	Police Donations Fund	8,505	250	8,505	(8,255)	250	1,000	2,500	(1,500)	(1,250)
27	Fire Donations Fund	144,560	2,180	64,200	(62,020)	82,540	2,150	54,200	(52,050)	30,490
28	Technology Replacement Fund	-	-	-	-	-	55,000	55,000	-	-
29	Parks Fund	500	10,000	10,000	-	500	7,500	7,500	-	500
40	General Obligations Debt Service Fund	246,740	409,047	420,509	(11,462)	235,278	420,991	420,823	168	235,446
41	Revenue Bond I&S Fund	3,765	554,702	554,702	-	3,765	555,826	555,826	-	3,765
60	Utility Impact Fee Fund	1,284,098	200,000	200,000	-	1,284,098	200,000	-	200,000	1,484,098
61	Street Construction Fund	274,454	400,000	400,000	-	274,454	500,000	650,000	(150,000)	124,454
62	Utility Construction Fund	7,443,591	150,000	6,650,000	(6,500,000)	943,591	-	3,550,000	(3,550,000)	(2,606,409)
63	Drainage Improvement Fund	43,128	100,000	100,000	-	43,128	100,000	100,000	-	43,128
65	Facilities Improvement Fund	71,213	350,000	350,000	-	71,213	350,000	350,000	-	71,213

City of Parker**Fiscal Year 2021 - 2022****Line-Item Budget**

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
GENERAL FUND REVENUES						
01-000-4100	Property Tax - Current (\$1,229,947,992/100 x 0.33187 tax rate x 99% collection rate)	4,041,010	2,898,240	3,295,340	3,637,848	4,041,010
01-000-4102	Property Tax - Delinquent (\$1,126,221,420/100 x 0.32956 tax rate x 1% collection rate)	37,116	8,192	26,946	32,844	37,116
01-000-4104	Penalty & Interest		10,360	13,207	10,000	10,000
01-000-4200	Sales Tax		230,007	262,590	241,094	301,397
01-000-4202	Mixed Drink Tax		3,071	2,761	4,100	1,500
01-000-4300	Franchise Fees - Electric Oncor Grayson-Collin Farmers	60,000 90,000 35,000	272,961	153,361	175,000	185,000
01-000-4302	Franchise Fees - Gas Atmos CoServ	185,000 10,000 20,000	-	25,785	35,000	30,000
01-000-4304	Franchise Fees - Communications Charter Frontier	30,000 20,000 30,000	-	74,943	60,000	50,000
01-000-4306	Franchise Fees - Cable	50,000	-	781	1,500	-
01-000-4400	Building Permits		414,708	465,553	425,000	425,000
01-000-4404	Special Use Permits		2,300	-	1,000	1,000
01-000-4406	Alarm Permits		17,985	6,760	12,000	12,000
01-000-4500	Federal Grants		-	78,497	-	-
01-000-4530	State Grants		1,196	1,185	1,200	1,200
01-000-4602	Platting Fees Kings Crossing Ph 3 Parker Ranch 5 Whitestone 5 & 6	2,000 4,000 6,000	9,048	5,213	7,500	12,000
01-000-4604	Filing Fees	12,000	-	50	-	-
01-000-4606	False Alarm Fee		-	275	-	-
01-000-4700	Court Fines		218,283	184,221	220,000	220,000
01-000-4800	Interest TexSTAR CDARS	200 17,000	78,090	72,551	44,700	17,200
01-000-4900	Donations	17,200	1,940	-	-	-
01-000-4902	Cash Over & Short		-	(1)	-	-
01-000-4906	Misc Reimbursements		-	6,700	-	-
01-000-4910	Sale of City Property		27,334	-	-	-
01-000-4912	Other Income Living Legacy Tree Program (Matches Expense 01-100-8622)	4,000	50,951	2,140	4,000	4,000
01-000-4920	Credit Card Fees		-	508	1,000	1,000
01-000-5003	Transfer from Water/Wastewater Fund		-	25,000	25,000	25,000
01-000-5005	Transfer from Solid Waste Fund		-	22,600	25,000	25,000
Total General Fund Revenues			4,244,666	4,726,968	4,963,786	5,399,423

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
GENERAL FUND EXPENDITURES						
City Council						
Supplies						
01-100-8101	Office Supplies	-	957	400	200	
01-100-8103	Food	-	1,304	2,000	2,500	
01-100-8109	Reproduction Outside	-	490	1,100	1,250	
	Business Cards, Name Badges	250				
	Employee/Council Recognition Plaques	1,000				
		1,250				
01-100-8113	Computer Hardware/Software	-	5,758	-	-	
01-100-8116	Furniture, Fixture & Office Equipment	-	-	-	-	
Total Supplies						
Maintenance						
01-100-8402	Machinery, Tools & Equipment Maintenance	-	-	-	-	
Total Maintenance						
Services/Sundry						
01-100-8603	Travel/Training	-	2,671	6,000	8,000	
	TML	2,000				
	PFIA	2,000				
	Newly Elected Officials	2,000				
	P&Z Training	2,000				
		8,000				
01-100-8604	Associations	-	2,382	2,050	4,400	
	ATMOS Gas Steering Committee	300				
	ONCOR Cities Steering Committee	400				
	NCTCOG Membership	2,000				
	TCEQ Stormwater Permit	100				
	TML Member Service Fee (Based on population)	1,600				
		4,400				
01-100-8605	Professional Services	-	3,442	9,000	10,000	
	Municode	4,000				
	Consulting Services	6,000				
		10,000				
01-100-8614	Publications	-	463	1,500	4,576	
	Quarterly Newsletter Labels & Printing (4 x 1,900 households)	700				
	Quarterly Newsletter Postage (4 x 1,900 households x .51)	3,876				
		4,576				
01-100-8622	Special Events	-	2,527	9,000	9,000	
	Living Legacy Tree Program	4,000				
	Misc Events	5,000				
		9,000				
01-100-8626	Operating Contingency	-	-	-	-	
Total Services/Sundry						
Capital						
01-100-8902	Hardware/Software	-	-	-	-	
Total Capital						
Total Expenditures - City Council						
		-	19,995	31,050	39,926	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Administration						
	Salary & Benefits					
01-120-8001	Salary	266,503	217,402	228,323	239,751	
01-120-8003	Hourly	-	37,386	68,250	61,688	
01-120-8007	Car Allowance	-	3,462	3,600	3,600	
	City Administrator (\$600/mo x 12 x 50%)	3,600				
01-120-8009	Insurance Stipend	-	3,539	3,681	3,681	
	City Administrator (\$613.37/mo x 12 x 50%)	3,681				
01-120-8013	Overtime	-	175	2,000	1,500	
	Special Events	1,500				
01-120-8019	Medicare	4,238	3,289	4,435	4,498	
	1.45%	4,498				
01-120-8021	Social Security	-	19	-	-	
01-120-8023	TMRS	32,400	33,659	40,709	42,516	
	(13.39% x 3 months) + (13.81% x 9 months)	42,516				
01-120-8025	Health Insurance	44,316	43,269	59,678	67,340	
01-120-8027	Dental Insurance	-	1,960	2,524	2,524	
	(4 FTE) \$52.59 x 12	2,524				
	Increase	-				
01-120-8029	Life Insurance	-	199	297	297	
	(4 FTE) \$5.63 x 12	270				
	10% Increase	27				
01-120-8031	Unemployment	-	-	788	882	
	(3.5 FTE) \$9,000 x 2.8%	297				
01-120-8033	Workers Comp	1,014	-	-	-	
	(Moved to Non-Department)	882				
	Total Salary & Benefits	348,471	344,358	414,285	428,276	
	Supplies					
01-120-8101	Office Supplies	9,090	6,464	7,500	7,500	
01-120-8103	Food	2,521	335	600	1,000	
	Holiday Luncheon	1,000				
01-120-8108	Postage	3,533	1,685	2,500	2,500	
01-120-8109	Reproduction Outside	-	1,398	2,000	1,800	
	Business Cards, Checks, Envelopes	1,800				
01-120-8113	Computer Hardware/Software	175,215	3,417	-	-	
01-120-8116	Furniture, Fixture & Office Equipment	695	245	1,500	1,500	
	File Cabinets, Chair Replacements	1,500				
	Total Supplies	191,053	13,544	14,100	14,300	
	Maintenance					
01-120-8402	Machinery, Tools & Equipment Maintenance	8,269	3,542	4,900	6,100	
	Postage Meter Rental	600				
	Copier Lease (\$250 x 12 months)	3,000				
	Copier Maint Agreement	2,500				
		2,500				
01-120-8404	Software Maintenance	3,420	17,245	17,700	19,700	
	Tyler Technology Maint Agreement	17,000				
	DocuNav Support Agreement - Laserfiche	2,700				
		2,700				
01-120-8411	Other	12,214	-	-	-	
	Total Maintenance	23,903	20,787	22,600	25,800	
	Services/Sundry					
01-120-8601	IT Services	46,803	-	-	-	
01-120-8603	Travel/Training	18,956	3,539	9,050	11,250	
	TCMA - Luke	2,050				
	ICMA - Luke	2,200				
	GFOAT Spring/Fall Conferences - Grant	2,000				
	TMCCP Seminars (3) - Patti	2,500				
	TML	1,500				
	HR Training	1,000				
		1,000				
		11,250				

Account Number	Account Description	FY22 Itemized Amount	Actual	Actual	Revised Budget	Proposed Budget
			FY2018-19	FY2019-20	FY2020-21	FY2021-22
01-120-8604	Associations		5,792	2,328	2,640	2,640
	GFOAT - Grant	100				
	TCMA - Luke	450				
	ICMA - Luke	1,200				
	TMCA Lone Star Chapter - Patti	25				
	TMCCP - Patti	100				
	IIMC Membership - Patti	210				
	RIM ARMA - Patti	175				
	Notary - Patti	90				
	Costco	180				
	Election Law	60				
	Texas Municipal Clerks	50				
		2,640				
01-120-8605	Professional Services		134,505	42,924	65,400	67,900
	Property Tax Collection Fees	2,500				
	Collin Central Appraisal District	30,000				
	Election Fees	20,000				
	Filing Fees	1,000				
	TASC - COBRA Administration	1,260				
	TASC - FSA/HSA Administration	1,840				
	New Benefits	2,800				
	Continuing Disclosure	3,500				
	Consulting Services	5,000				
		67,900				
01-120-8607	Medical		-	101	1,000	200
	Pre-Employment Drug Testing/Physicals	200				
01-120-8614	Publications		5,535	8,166	23,160	18,160
	Legal Notice Advertisement	15,000				
	Code of Ordinances	3,000				
	Tx Local Gov't Code Books	160				
		18,160				
01-120-8620	Utilities - Cell Phone		-	1,200	900	2,340
	L. Olson (\$55 x 12)	660				
	P. Grey (\$50 x 12)	600				
	Aircard (\$45 x 12 x 2)	1,080				
		2,340				
Total Services/Sundry			211,591	58,258	102,150	102,490
Capital (Items over \$5,000)						
01-120-8906	Furniture/Fixtures (over \$5,000)		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Administration			775,018	436,947	553,135	570,866

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Municipal Court						
	Salary & Benefits					
01-130-8003	Hourly	59,960	61,800	61,800	63,000	
01-130-8013	Overtime	-	-	200	200	
01-130-8019	Medicare	869	809	899	916	
	1.45%					
01-130-8023	TMRS	7,458	7,957	8,252	8,662	
	(13.39% x 3 months) + (13.81% x 9 months)					
01-130-8025	Health Insurance	13,743	14,699	16,289	18,757	
01-130-8027	Dental Insurance	-	569	631	631	
	(1 FTE) \$52.59 x 12					
	Increase					
01-130-8029	Life Insurance	-	68	74	74	
	(1 FTE) \$5.63 x 12					
	10% Increase					
01-130-8031	Unemployment	-	-	225	252	
	(1 FTE) \$9,000 x 2.8%					
01-130-8033	Workers Comp	198	-	-	-	
	(Moved to Non-Department)					
	Total Salary & Benefits	82,228	85,902	88,370	92,493	
	Supplies					
01-130-8101	Office Supplies	278	171	500	500	
01-130-8103	Food	64	29	150	150	
	Snacks for Court					
01-130-8107	Minor Tools & Equipment	-	-	-	-	
01-130-8109	Reproduction Outside	-	49	100	100	
	Warrant Roundup Postcards					
	Business Cards					
01-130-8116	Furniture, Fixture & Office Equipment	-	-	-	-	
	Total Supplies	342	249	750	750	
	Maintenance					
01-130-8404	Software Maintenance	-	-	-	2,600	
	MCRS - Court Software Support (previously paid out of Court Tech)					
	MCRS - Jury Module (previously paid out of Court Tech)					
01-130-8411	Other	5,622	-	-	-	
	Total Maintenance	5,622	-	-	2,600	
	Services/Sundry					
01-130-8603	Travel/Training	422	161	500	500	
	TCCA Conference - L. Newton					
	TMCEC Regional Conference - L. Newton					
01-130-8604	Associations	-	130	275	275	
	TCCA Membership - L. Newton					
	NTCCA Membership - L. Newton					
	TMCA Membership - L. Newton					
01-130-8605	Professional Services	101,803	82,478	104,200	104,200	
	Judge Services (\$600x12)					
	Prosecutor Services (\$500x12)					
	Jury Fees					
	State Court Costs					
01-130-8614	Publications	-	-	-	-	
	Total Services/Sundry	102,224	82,769	104,975	104,975	
	Capital (Items over \$5,000)					
01-130-8902	Hardware/Software	-	-	-	-	
01-130-8906	Furniture/Fixtures (over \$5,000)	-	-	-	-	
	Total Capital	-	-	-	-	
	Total Expenditures - Municipal Court	190,416	168,920	194,095	200,818	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Police						
	Salary & Benefits					
01-200-8001	Salary		-	254,819	269,585	282,254
01-200-8003	Hourly		715,819	466,575	541,252	558,366
01-200-8013	Overtime		17,573	16,329	15,000	15,000
01-200-8019	Medicare		10,629	9,778	11,975	12,406
	1.45%					
01-200-8023	TMRS		91,427	95,150	109,919	117,263
	(13.39% x 3 months) + (13.81% x 9 months)					
01-200-8025	Health Insurance		117,172	100,501	120,630	134,363
01-200-8027	Dental Insurance		-	6,280	7,573	7,573
	(12 FTE) \$52.59 x 12					
	Increase					
01-200-8029	Life Insurance		7,573	-	736	892
	(12 FTE) \$5.63 x 12					
	10% Increase					
01-200-8031	Unemployment		811	-	2,700	3,024
	(12 FTE) \$9,000 x 2.8%					
01-200-8033	Workers Comp		81	18,442	-	-
	(Moved to Non-Department)					
	Total Salary & Benefits			971,061	950,169	1,079,526
	Supplies (Items under \$5,000)					1,131,140
01-200-8101	Office Supplies		1,458	2,269	4,000	4,000
01-200-8102	Janitorial Supplies		-	-	-	-
01-200-8103	Food		-	-	250	250
	Coffee, Water, Gatorade					
01-200-8104	Uniforms		13,169	13,960	8,800	8,800
	Replacement Uniforms					
01-200-8105	Protective Clothing		-	3,844	3,400	1,300
	Replace Bulletproof Vests					
	K. Boles					
01-200-8106	Chemical, Medical, Surgical		1,300	-	-	-
01-200-8107	Minor Tools & Equipment			7,213	10,390	15,000
	Flares					15,000
	General Tools					
	Hazardous Waste Disposal					
	Range Supplies					
	General Equipment					
	Recognition Supplies					
	Batteries					
	Coly M-4 (Brooks)					
	Personal Protective Equipment					
01-200-8109	Reproduction Outside		15,000	2,552	188	400
01-200-8111	Fuel			28,405	25,623	38,000
01-200-8113	Computer Hardware/Software			3,247	9,874	4,500
01-200-8115	Communication Supplies			1,860	2,949	5,000
01-200-8116	Furniture, Fixture & Office Equipment			-	-	3,600
01-200-8118	Public Safety			3,375	2,746	2,150
	Ammunition					2,150
	Range Fees					
	Targets, misc supplies					
01-200-8119	Investigation Supplies		5,000	613	2,188	1,000
	General CSI Supplies		1,000			1,000
01-200-8120	Crime Prevention		400	1,883	995	2,000
	National Night Out		1,600			2,000
	General Supplies		2,000			
01-200-8121	Donations			2,945	-	-
	(Moved to Police Donations Fund)					
	Total Supplies			66,719	75,024	91,000
						90,500

Account Number	Account Description	FY22 Itemized Amount	Actual	Actual	Revised Budget	Proposed Budget
			FY2018-19	FY2019-20	FY2020-21	FY2021-22
01-200-8401	Maintenance					
01-200-8401	Vehicle Maintenance		19,473	20,194	18,385	22,385
	Tires, repairs	18,385				
	Oil Changes / Car Washes (Previously paid out of Fuel)	4,000				
01-200-8402		22,385				
01-200-8402	Machinery, Tools & Equipment Maintenance		-	2,340	2,100	3,497
	Copier Maint Contract (\$70 x 12 months)	840				
	Copier Lease (\$45 x 12 months)	540				
	Copier Overages (\$60 x 12 months)	720				
	Motorola (Radio Service Contract)	1,397				
01-200-8403		3,497				
01-200-8403	Buildings & Structures Maintenance		-	-	2,500	2,500
01-200-8404			12,898	14,914	17,310	17,710
	Software Maintenance		1,260			
	NetMotion License		1,050			
	Cradle Point Annual Service		15,400			
	ICS Records Management System					
01-200-8411		17,710				
01-200-8411	Other		728	-	-	-
	Total Maintenance		33,099	37,448	40,295	46,092
01-200-8602	Services/Sundry					
01-200-8602	Communications Services					
	City of Murphy Dispatch Services	29,718				
	City of Plano Joint Radio Operations - Review pricing FY21-22	7,752				
01-200-8603		37,470				
01-200-8603	Travel/Training		9,600	6,531	10,000	10,000
	State Mandated Training	2,000				
	Developing Leaders for Texas Law Enforcement	700				
	Texas Police Chief's Association Conference - Brooks	1,200				
	General Training	5,000				
	Driver Training	1,100				
01-200-8604		10,000				
01-200-8604	Associations		3,908	855	1,240	1,150
	North Texas Crime Commission - Price	50				
	North Texas Police Chief's Association	25				
	Monthly NTCC Meetings (\$35x12) - Price	210				
	TLERA - Hsieh	150				
	IACP Membership - Brooks	190				
	FBINAA National Dues - Brooks	150				
	Texas Police Chief's Association - Brooks	375				
01-200-8605		1,150				
01-200-8605	Professional Services		24,608	23,875	29,655	25,730
	Lexis Nexis (\$215 x 12 months)	2,580				
	RMS Annual Support (1 x \$325)	325				
	City of Murphy Animal Control Services	8,000				
	Leads Online	2,300				
	Child Abuse Task Force Agreement	2,500				
	Inmate Boarding	3,000				
	TCLEDDS	330				
	Innova Zone (\$150 x 12 months)	1,800				
	TASER 60 Unlimited Plan	4,895				
01-200-8607		25,730				
01-200-8607	Medical		-	793	3,000	1,000
	Pre-Employment Drug Testing/Physicals	1,000				
01-200-8615			5,594	-	-	-
01-200-8615	Utilities - Electricity					
	(Moved to Non-Department)					
01-200-8620						
01-200-8620	Utilities - Cell Phone / Aircards		-	8,163	7,680	7,680
	Cell Phones/Aircards (\$640 x 12 months)	7,680				
01-200-8624						
01-200-8624	Training - State Funded		1,263	-	5,530	4,166
01-200-8625				-	1,500	1,500
01-200-8625	Tuition Reimbursement		84,673	73,405	93,631	88,696
	Total Services/Sundry					
01-200-8901	Capital (Items over \$5,000)					
01-200-8901	Radio/Communications		-	4,937	-	-
01-200-8902			-	-	-	-
01-200-8902	Hardware/Software		119,557	-	-	-
01-200-8903			119,557	4,937	-	-
01-200-8903	Motor Vehicles					
	Total Capital		1,275,109	1,140,983	1,304,452	1,356,428
Total Expenditures - Police						

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Fire						
01-250-8005	Salary & Benefits Part-Time		377,959	442,398	497,280	569,856
01-250-8019	Medicare 1.45%		29,020	6,414	7,211	8,263
01-250-8021	Social Security 6.20%		-	27,428	30,831	35,331
01-250-8029	Life Insurance		-	6,307	7,500	7,500
01-250-8031	Unemployment \$9,000 x 45 x 2.8%		1,235	8,137	9,000	11,340
01-250-8033	Workers Comp		12,748	-	-	-
	Total Salary & Benefits		420,961	490,684	551,822	632,290
01-250-8101	Supplies (Items under \$5,000) Office Supplies		1,574	995	1,500	1,000
01-250-8102	Janitorial Supplies		-	1,764	2,000	2,000
01-250-8103	Food		-	411	1,000	1,500
01-250-8104	Uniforms Tshirts/Shorts/Hats		8,341	12,129	7,490	8,500
	Nomex Class B Uniform					
	Uniform					
01-250-8105	Protective Clothing Replacement Bunker Gear (8 x \$3,400)		19,753	36,584	39,000	39,000
	New Bunker Gear (2 x \$3,400)					
	(5) Helmets, hoods, boots & gloves					
01-250-8106	Chemical, Medical, Surgical EMS Supplies		3,844	6,182	5,500	4,500
01-250-8107	Minor Tools & Equipment		24,923	12,819	13,000	12,700
	Supplemental:					
	Laryngoscope					
	Continuation:					
	Personnel Accountability Tags					
	Fire Suppression & Hazmat					
	Durable Medical Equipment					
	SCBA Replacement Tanks (7 x \$1,000)					
01-250-8109	Reproduction Outside		300	-	200	100
01-250-8111	Fuel		14,438	5,874	15,000	15,000
01-250-8113	Computer Hardware/Software		-	1,487	1,000	1,000
01-250-8116	Furniture, Fixture & Office Equipment		4,233	1,650	-	-
	Total Supplies		77,407	79,895	85,690	85,300
	Maintenance					
01-250-8401	Vehicle Maintenance		-	25,831	15,000	15,000
	Tires					
	Hose, ladder & pump testing					
	Vehicle Repairs, oil changes					
01-250-8402	Machinery, Tools & Equipment Maintenance					
	SCBA Mask Fit Test		37,533	12,769	7,500	7,062
	SCBA Hydrotest					
	Compressor Maintenance					
	Hydraulic Tool Service					
	LP 15 Annual Maintenance (Defibrillator)					
	Generator Maint Contract (contract 7/1/21-6/30/24)					
	Gas Monitor					
01-250-8403	Buildings & Structures Maintenance					
01-250-8404	Software Maintenance					
	Employee Scheduling Software Annual Fees		-	2,813	1,500	1,500
	Business Remote Access		7,117	7,282	7,660	7,885
	Adobe					
	Emergency Reporting (Cloud-based)					
	Firehouse Annual License & Support					
	Google Maps Subscription					
	Total Maintenance		44,649	48,695	31,660	31,447

Account Number	Account Description	FY22 Itemized Amount	Actual	Actual	Revised Budget	Proposed Budget
			FY2018-19	FY2019-20	FY2020-21	FY2021-22
01-250-8602	Services/Sundry					
01-250-8602	Communications Services		34,186	47,490	102,000	107,000
	Wylie Dispatch Services	83,000				
	Joint Radio System Operations (Increase by Plano)	24,000				
		107,000				
01-250-8603	Travel/Training					
	EMS - CE	1,500	7,590	8,240	6,000	10,000
	Officer Training	1,500				
	Driver Training	1,500				
	Fire Academy - Live Fire Training	5,000				
	Training Supplies	500				
		10,000				
01-250-8604	Associations					
	TX Fire Chief NFPA	400	4,352	1,997	4,150	2,250
	CLIA Re-Cert	150				
	Collin County Fire Chief's Association	300				
	State Firemens & Fire Marshall (44 x \$50)	500				
	TCFP	900				
		2,250				
01-250-8605	Professional Services					
	Medical Director	2,000	23,630	19,784	19,280	20,000
	Ambulance Services (\$1,500 x 12)	18,000				
		20,000				
01-250-8607	Medical					
	Pre-Employment Drug Testing/Physicals	500	1,199	1,905	2,000	500
01-250-8611	Stipend					
01-250-8612	Per Call		17,542	10,010	2,190	-
01-250-8614	Publications		9,781	-	-	-
01-250-8616	Utilities - Gas		-	-	-	-
01-250-8620	Utilities - Cell Phone / Aircards		-	2,968	6,300	5,800
	Aircards (\$175 x 12)	2,100	3,374	1,317	1,500	2,100
01-250-8621	Utilities - TV		-	1,241	1,260	1,260
	\$105 x 12	1,260				
	Total Services/Sundry		101,655	94,951	144,680	148,910
01-250-8901	Capital (Items over \$5,000)					
01-250-8901	Radio/Communications		-	114,563	-	-
01-250-8903	Motor Vehicles		-	1,095,238	-	-
01-250-8903	Machines, Tools & Implements		-	-	-	5,500
	Supplemental:					
	Replace Fire Hose	5,500				
	Total Capital		-	1,209,801	-	5,500
	Total Expenditures - Fire		644,673	1,924,026	813,852	903,447

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Development Services - Inspections & Code						
01-300-8001	Salary & Benefits Salary					
01-300-8003			-	30,327	51,870	54,464
01-300-8013			46,312	99,016	84,824	89,066
01-300-8019			173	2,498	3,000	3,000
01-300-8019	Medicare 1.45%		674	1,670	2,026	2,125
01-300-8023	TMRS (13.39% x 3 months) + (13.81% x 9 months)	2,125	5,804	16,999	18,593	20,082
01-300-8025	Health Insurance		9,512	21,326	23,780	26,631
01-300-8027	Dental Insurance (2 FTE) \$52.59 x 12 Increase	20,082	-	1,128	1,262	1,262
01-300-8029	Life Insurance (2 FTE) \$5.63 x 12 10% Increase	1,262	-	134	149	149
01-300-8031	Unemployment (2 FTE) \$9,000 x 2.8%	135	-	-	450	504
01-300-8033	Workers Comp (Moved to Non-Department)	14	595	-	-	-
	Total Salary & Benefits		63,070	173,099	185,954	197,282
01-300-8101	Supplies (Items under \$5,000) Office Supplies		782	271	400	400
01-300-8103	Food Coffee, Water, Gatorade		-	171	750	1,000
01-300-8104	Uniforms Boots (2 x \$200) Shirts, gloves, etc	400	941	-	500	650
01-300-8107	Minor Tools & Equipment	250				
01-300-8109	Reproduction Outside Inspection Reports	650	-	135	200	200
01-300-8111	Fuel		-	422	625	1,000
01-300-8113	Computer Hardware/Software	1,000	4,043	1,099	3,000	3,000
	Total Supplies		1,442	-	-	-
	Maintenance		7,207	2,099	5,475	6,250
01-300-8401	Vehicle Maintenance Oil Changes, tires		-	2,623	4,000	3,000
01-300-8404	Software Maintenance ENERGOV Roktech GIS (\$600 x 12)	4,500	-	7,251	7,200	11,700
	Total Maintenance		7,200	-	-	-
	Services/Sundry		11,700	-	9,874	11,200
01-300-8603	Travel/Training Plumbing Courses - D. Morrissette Plumbing Courses - G. Machado OSSF DR Courses - G. Machado BPAT Continuing Ed - G. Machado WDO Continuing Ed - G. Machado Code Enforcement Training - G. Machado Stormwater Mgmt Workshop - C. Case	750	2,571	1,214	2,650	2,650
01-300-8604	Associations TSBPE License Renewal - G. Machado TSBPE License Renewal - D. Morrissette Code Enforcement Renewal - C. Case Code Enforcement Renewal - G. Machado OSSF License Renewal - G. Machado BPAT License Renewal - G. Machado WDO Renewal - G. Machado TFMA Membership - C. Case / G. Machado TCEQ Renewal - G. Machado	250	252	407	1,195	1,195
01-300-8605	Professional Services	250	100	100	100	100
		250	115	115	115	115
		250	100	100	100	100
		150	150	150	150	150
		2,650				
		1,195				
		1,195				

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
01-300-8607	Medical Pre-Employment Drug Testing/Physicals	200	-	-	1,000	200
01-300-8620	Utilities - Cell Phone					
	Total Services/Sundry		1,253	1,150	1,200	660
	Total Expenditures - Development Services - Inspections & Code		4,631	2,771	6,045	4,705
			101,771	187,842	208,674	222,937

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Public Works - Building Operations						
	Salary & Benefits					
01-310-8003	Hourly	1,666	155,366	101,821	106,411	111,912
01-310-8013	Overtime		2,269	3,161	1,500	3,000
01-310-8019	Medicare		2,285	1,353	1,565	1,666
	1.45%					
01-310-8023	TMRS	15,749	19,851	13,533	14,363	15,749
	(13.39% x 3 months) + (13.81% x 9 months)					
01-310-8025	Health Insurance		28,536	19,168	21,237	24,127
01-310-8027	Dental Insurance		-	1,137	1,578	1,578
	(2.5 FTE) \$52.59 x 12	1,578				
	Increase					
01-310-8029	Life Insurance	1,578	-	135	186	186
	(2.5 FTE) \$5.63 x 12					
	10% Increase	169				
01-310-8031	Unemployment	17	-	-	563	630
	(2.5 FTE) \$9,000 x 2.8%	186				
01-310-8033	Workers Comp	630	1,983	-	-	-
	Total Salary & Benefits		210,290	140,307	147,403	158,848
	Supplies (Items under \$5,000)					
01-310-8101	Office Supplies		-	211	250	200
01-310-8103	Food		-	68	-	-
01-310-8104	Uniforms		941	-	500	650
	Boots (2 x \$200)	400				
	Shirts, gloves, etc	250				
01-310-8107	Minor Tools & Equipment	650				
	Misc shop tools		17,025	19,983	25,000	25,000
	Misc truck tools					
	(2) Weed Trimmers					
	(4) Cable & Pullers					
	Road Signs					
01-310-8111	Fuel	25,000	13,231	5,481	12,000	11,000
	Total Supplies		31,197	25,743	37,750	36,850
	Maintenance					
01-310-8401	Vehicle Maintenance		882	433	2,400	2,000
	Oil changes, tires					
01-310-8402	Machinery, Tools & Equipment Maintenance		-	4,133	2,400	2,400
	Oil changes, tires					
01-310-8405	Land Maintenance		1,162	284	1,000	1,500
	Park Materials - Rock/Weed Control	1,500				
	Total Maintenance		2,044	4,850	5,800	5,900
	Services/Sundry					
01-310-8603	Travel/Training		3,860	-	-	-
01-310-8604	Associations		-	-	-	-
01-310-8605	Professional Services		577,876	110,029	162,000	130,200
	Median Fertilizing	25,200				
	Median Mowing	55,000				
	Engineering Services	50,000				
01-310-8615	Utilities - Electric	130,200	3,550	-	-	-
	(Moved to Non-Department)					
01-310-8622	Special Events		-	-	-	-
	Total Services/Sundry		585,286	110,029	162,000	130,200
	Capital (Items over \$5,000)					
01-310-8903	Motor Vehicles		34,153	-	-	-
01-310-8904	Machines, Tools & Implements		-	-	-	6,500
	Supplemental:					
	Grapple Bucket					
01-310-8906	Furniture/Fixtures (over \$5,000)	6,500	-	-	-	-
	Total Capital		34,153	-	-	6,500
	Total Expenditures - Public Works - Building Operations		862,969	280,929	352,953	338,298

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Non-Department						
	Supplies					
01-900-8102	Janitorial Supplies		-	1,414	4,500	4,500
	Total Supplies		-	1,414	4,500	4,500
	Maintenance					
01-900-8403	Buildings & Structures Maintenance		47,904	19,017	30,300	40,300
	Septic System Maintenance Agreement	300				
	Repairs at Municipal Buildings	40,000				
01-900-8404	Software Maintenance	40,300				
	Barracuda	550	-	-	1,900	550
	Total Maintenance		47,904	19,017	32,200	40,850
	Services/Sundry					
01-900-8601	IT Services		-	46,017	63,200	71,900
	Website Maintenance	7,500				
	Office 365 (\$1,000 x 12 months)	12,000				
	ProofPoint Essentials	4,000				
	Remote Monitoring	7,000				
	Backup Storage	15,000				
	Trend Micro	1,400				
	IT Maintenance	25,000				
		71,900				
01-900-8602	Communication Services		6,293	-	-	-
01-900-8603	Travel/Training		-	-	2,500	2,000
	Citywide Training (Cybersecurity, Safety, Sexual Harassment)					
01-900-8605	Professional Services		35,844	201,721	221,140	280,530
	Supplemental:					
	Everbridge	12,490				
	Swagit	20,340				
	Continuation:					
	Workers Comp	49,000				
	Liability Insurance	60,000				
	Janitorial Services (\$265 x 52)	13,780				
	Pest Control (\$500 x 4)	2,000				
	Alarm Services - PD Bldg (\$35 x 12)	420				
	Trademark Renewal (Next renewal 4/15/2030)	-				
	Credit Card Fees	10,000				
	Legal Fees	100,000				
	Audit	12,500				
		280,530				
01-900-8609	Utilities - Electric		11,748	30,021	35,000	35,000
01-900-8610	Utilities - Phone/Internet		-	10,361	12,500	19,200
	Phone (\$650 x 12)	7,800				
	Internet (\$950 x 12)	11,400				
		19,200				
01-900-8621	Utilities - TV		-	409	420	420
01-900-8640	Building Rental		27,720	28,180	28,980	30,000
	(PD Portable Bldg \$2,500 x 12 months)	30,000				
	Total Services/Sundry		81,605	316,710	363,740	439,050
	Transfers to Other Funds					
01-900-8821	Transfer to Law Enforcement Fund		-	18,174	-	-
01-900-8822	Transfer to Equipment Replacement Fund		-	250,000	241,495	250,000
01-900-8823	Transfer to Court Security		-	36,910	-	-
01-900-8826	Transfer to PD Donations Fund		-	-	8,505	-
01-900-8828	Transfer to Technology Replacement Fund		-	-	-	50,000
01-900-8829	Transfer to Parks Fund		-	-	5,000	2,500
01-900-8861	Transfer to Street Construction Fund		-	400,000	400,000	500,000
01-900-8863	Transfer to Drainage Improvement Fund		-	100,000	100,000	100,000
01-900-8865	Transfer to Facility Improvement Fund		-	125,000	350,000	350,000
	Total Transfers to Other Funds		-	930,083	1,105,000	1,252,500
	Capital					
01-900-8901	Radio/Communications		-	27,493	-	-
01-900-8902	Hardware/Software		-	75,042	-	-
	Total Capital		-	102,535	-	-
Total Expenditures - Non-Department		129,509	1,369,759	1,505,440	1,736,900	
Total Expenditures - General Fund		3,979,466	5,529,401	4,963,651	5,369,620	
Total General Fund Surplus/(Deficit)		265,200	(802,433)	135	29,803	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
WATER/WASTEWATER FUND REVENUES						
03-000-4530	State Grants	69,581	-	-	-	-
03-000-4620	Water Sales	2,991,100	3,507,493	3,090,000	3,150,000	
03-000-4622	Meter Set Fee	175,000	169,750	145,000	200,000	
03-000-4624	Account Set Up Fees	15,250	13,050	12,500	12,000	
03-000-4626	Reconnect Fee	400	100	100	100	
03-000-4628	Utility Impact Fee (Moved to Utility Impact Fee Fund in FY19-20)	319,055	-	-	-	
03-000-4630	Sewer Service	357,547	381,438	380,000	380,000	
03-000-4632	Sewer Tap	20,000	19,000	18,000	18,000	
03-000-4640	Solid Waste Fee (Moved to Solid Waste Fund in FY19-20)	375,155	-	-	-	
03-000-4800	Interest TexSTAR	18,842	7,263	5,000	250	
03-000-4900	Donations	5,975	-	-	-	
03-000-4904	Late Fees (Recorded under 03-000-4620 in FY20-21)	28,752	13,605	15,000	15,000	
03-000-4912	Other Income Meter Replacement	72,613	8,890	20,000	7,500	
03-000-4914	Returned Check Fee	225	150	-	-	
03-000-4940	Bond Proceeds	-	-	-	-	
Total Revenues - Water/Wastewater Fund		4,449,495	4,120,737	3,685,600	3,782,850	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
WATER/WASTEWATER FUND EXPENDITURES						
Water						
	Salary & Benefits					
03-600-8001	Salary		-	173,267	181,913	192,494
03-600-8003	Hourly		351,891	161,987	202,819	211,639
03-600-8007	Car Allowance City Administrator (\$600/mo x 12 x 50%)	3,600	-	3,462	3,600	3,600
03-600-8009	Insurance Stipend City Administrator (\$613.37/mo x 12 x 50%)	3,681	-	3,539	3,681	3,681
03-600-8013	Overtime		3,293	3,356	4,000	4,000
03-600-8019	Medicare 1.45%	6,024	5,464	4,473	5,742	6,024
03-600-8021	Social Security		-	19	-	-
03-600-8023	TMRS (13.39% x 3 months) + (13.81% x 9 months)	56,933	56,165	44,513	52,709	56,933
03-600-8025	Health Insurance		62,388	53,434	71,926	77,906
03-600-8027	Dental Insurance (6.5 FTE) \$52.59 x 12 Increase	4,102	-	3,128	4,102	4,102
03-600-8029	Life Insurance (6.5 FTE) \$5.63 x 12 10% Increase	4,102	-	338	483	483
03-600-8031	Unemployment (6 FTE) \$9,000 x 2.8%	439	-	-	1,350	1,512
03-600-8033	Workers Comp (Moved to Non-Department)	44	-	-	-	-
	Total Salary & Benefits		479,202	451,515	532,325	562,374
	Supplies (Items under \$5,000)					
03-600-8101	Office Supplies		2,472	1,374	1,200	1,000
03-600-8103	Food Meals during emergency repairs after hours		-	56	500	500
03-600-8104	Uniforms Boots (4 x \$200) Shirts, gloves, etc	800	-	-	1,000	1,300
		500				
		1,300				
03-600-8107	Minor Tools & Equipment (4) 1" Pumps	2,000	1,040	2,347	1,000	2,000
03-600-8108	Postage		-	1,658	2,500	2,500
03-600-8109	Reproduction Outside eBilling A/P & Payroll Checks CCR Water Report Business Cards	12,000	17,907	16,869	18,650	14,850
		750				
		2,000				
		100				
		14,850				
03-600-8111	Fuel		10,111	6,554	9,000	11,000
03-600-8113	Computer Hardware/Software		-	-	-	-
03-600-8116	Furniture, Fixture & Office Equipment		-	-	-	-
	Total Supplies		31,529	28,858	33,850	33,150
	Maintenance					
03-600-8401	Vehicle Maintenance Oil changes, tires, etc.		-	2,984	5,000	4,000
03-600-8402	Machinery, Tools & Equipment Maintenance Generator Maint Contract (contract 7/1/21-6/30/24) Vac-Truck Repairs and Maint Small pump repairs Check Scanner Maint Agreement	1,262	-	3,336	2,850	3,412
		1,500				
		500				
		150				
		3,412				
03-600-8404	Software Maintenance Aqua-Metric Annual Maint & Support Beacon Meter Cellular Service (400 x \$3/mo x 12) Tyler Technology UB Maint	30,000	34,851	45,449	39,300	47,400
		14,400				
		3,000				
		47,400				
03-600-8406	Water Mains		-	3,263	7,500	5,000

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
03-600-8407	Plant, Towers, Wells, Pumps		104,853	2,567	5,000	5,000
03-600-8408	Meter/Meter Box Meter Replacements (\$350 x 100)	35,000	-	25,538	26,250	35,000
03-600-8409	Service Lines		-	9,672	10,000	10,000
03-600-8412	Lift Station		-	-	-	-
Total Maintenance			139,704	92,808	95,900	109,812
Services/Sundry						
03-600-8603	Travel/Training TEEX C Water Cert Program - S. Mooney TEEX C Water Cert Program - M. Starr TEEX C Water Cert Program - W. Walker TEEX C Water Cert Program - D. Morissette TEEX C Water Cert Program - B. Nelson TEEX C Water Cert Program - C. Case TEEX D Water Cert Program - C. Case	600 600 600 600 600 600 600 4,200	1,307	3,050	4,550	4,200
03-600-8604	Associations Public Notary - Kathy AWWA Membership (6 x \$200) AWWA Section Dues (6 x \$20)	90 1,200 120 1,410	-	-	1,410	1,410
03-600-8605	Professional Services Water Testing (\$250/Quarter) TCEQ Water System Annual Fee	1,000 4,500 5,500 1,410	54,363	5,229	5,500	5,500
03-600-8608	Water Purchase NTMWD (\$147,630 x 12) NTMWD Overages Rita Smith Elem School/Gateway Church	1,771,560 100,000 3,600 1,875,160	1,587,090	1,648,960	1,830,940	1,875,160
03-600-8615	Utilities - Electric	38,655	45,916	35,000	30,000	
03-600-8620	Utilities - Cell Phone Cell Phones/Aircards (\$450 x 12)	7,372 5,400	5,820	6,200	5,400	
Total Services/Sundry			1,688,787	1,708,975	1,883,600	1,921,670
Capital (Items over \$5,000)						
03-600-8901	Radio/Communications		-	-	-	-
03-600-8902	Hardware/Software		-	-	-	-
03-600-8931	Building & Structures - Utilities	20,074	-	-	-	-
03-600-8935	Meter/Meter Boxes New Meters (\$350 x 135)	47,250	-	26,092	47,250	47,250
Total Capital			20,074	26,092	47,250	47,250
Total Expenditures - Water			2,359,296	2,308,248	2,592,925	2,674,256

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Wastewater						
	Salary & Benefits					
03-610-8003	Hourly	15,611	15,773	16,468	17,472	
03-610-8013	Overtime	299	458	500	1,000	
03-610-8019	Medicare 1.45%	230	218	246	268	
03-610-8023	TMRS (13.39% x 3 months) + (13.81% x 9 months)	2,420	2,093	2,258	2,532	
03-610-8025	Health Insurance	2,847	3,380	3,912	4,798	
03-610-8027	Dental Insurance .5 FTE) \$52.59 x 12	-	284	316	316	
03-610-8029	Life Insurance .5 FTE) \$5.63 x 12 10% Increase	-	34	37	37	
		3				
03-610-8031	Unemployment (.5 FTE) \$9,000 x 2.8%	126	-	-	113	126
	Total Salary & Benefits		21,407	22,239	23,850	26,548
	Supplies (Items under \$5,000)					
03-610-8107	Minor Tools & Equipment	-	-	500	-	
	Total Supplies		-	-	500	-
	Maintenance					
03-610-8402	Machinery, Tools & Equipment Maintenance	18,073	2,811	-	-	
03-610-8407	Plant, Towers, Wells, Pumps	-	70	2,500	2,500	
	Total Maintenance		18,073	2,881	2,500	2,500
	Services/Sundry					
03-610-8609	Wastewater Treatment Transportation Wastewater Treatment	150,000 218,000 368,000	356,607	343,440	368,000	368,000
03-610-8615	Utilities - Electric	-	2,722	3,000	3,000	
	Total Services/Sundry		356,607	346,162	371,000	371,000
	Capital (Items over \$5,000)					
03-610-8902	Hardware/Software	-	-	-	-	
	Total Capital		-	-	-	-
	Total Expenditures - Wastewater		396,088	371,282	397,850	400,048

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
Non-Department						
	Maintenance					
03-900-8402	Machinery, Tools & Equipment Maintenance		-	497	4,490	6,100
	Postage Meter Rental	600				
	Copier Lease (\$250 x 12 months)	3,000				
	Copier Maint Agreement	2,500				
		<u>6,100</u>				
	Total Maintenance				4,490	6,100
	Services/Sundry					
03-900-8605	Professional Services		6,207	69,340	82,000	77,500
	Water System Risk & Resilience Analysis (Required every 5 years. Next one due in 2026 - \$50,000)					
	Consulting Services (Water Rate Study)	30,000				
	Engineering Services	5,000				
	Audit	12,500				
	Legal Fees	30,000				
		<u>77,500</u>				
03-900-8701	Principal	292,761	-	-	-	-
03-900-8703	Interest	(27,439)	-	-	-	-
03-900-8705	Paying Agent Fee	1,748	-	-	-	-
	Total Services/Sundry	273,276	69,340	82,000	77,500	
	Transfers					
03-900-8801	Transfer to General Fund		-	25,000	25,000	25,000
	G&A Expenses					
03-900-8822	Transfer to Equipment Replacement Fund		-	25,000	25,000	25,000
03-900-8828	Transfer to Technology Replacement Fund		-	-	-	5,000
03-900-8841	Transfer to Revenue Bond I&S Fund		-	561,948	554,702	555,826
	Paying Agent Fees	2,500				
	2019 Refunding Bonds	236,151				
	2018 CO Bonds	317,175				
		<u>555,826</u>				
03-900-8860	Transfer to Utility Impact Fee Fund		-	961,104	-	-
	Total Transfers	-	1,573,052	604,702	610,826	
	Total Expenditures - Non-Department	273,276	1,642,392	691,192	694,426	
	Total Expenditures - Water/Wastewater Fund	3,386,074	4,321,922	3,681,967	3,768,730	
	Total Water/Wastewater Fund Surplus/(Deficit)	1,063,422	(201,185)	3,633	14,120	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
SOLID WASTE FUND REVENUES						
05-000-4640	Solid Waste Fee		-	425,933	294,800	485,690
05-000-4642	Recycling Fee		-	-	112,464	-
05-000-4912	Other Income		-	-	30,528	-
Total Revenues - Solid Waste Fund			-	425,933	437,792	485,690
SOLID WASTE FUND EXPENDITURES						
Supplies						
05-620-8101	Office Supplies		-	-	-	-
Total Supplies			-	-	-	-
Maintenance						
05-620-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-
Total Maintenance			-	-	-	-
Services/Sundry						
05-620-8605	Professional Services		-	384,516	407,264	453,915
Garbage Collection Services						
Total Services/Sundry			-	384,516	407,264	453,915
Transfers						
05-620-8801	Transfer to General Fund		-	22,600	25,000	25,000
G&A Expenses						
Total Transfers			-	22,600	25,000	25,000
Capital						
05-620-8901	Radio/Communications		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Solid Waste			-	384,516	432,264	478,915
Total Solid Waste Fund Surplus/(Deficit)			-	41,417	5,528	6,775

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
LAW ENFORCEMENT FUND REVENUES						
21-000-4912	Other Income Awarded money from seized assets		-	678	-	-
21-000-5001	Transfer from General Fund		-	10,619	-	-
Total Revenues - Law Enforcement Fund			-	11,297	-	-
LAW ENFORCEMENT FUND EXPENDITURES						
Supplies (items under \$5,000)						
21-220-8107	Minor Tools & Equipment		-	4,350	7,898	6,947
21-220-8113	Computer Hardware/Software		-	-	-	-
21-220-8115	Communication Supplies		-	-	-	-
21-220-8116	Furniture, Fixture & Office Equipment		-	-	-	-
Total Supplies			-	4,350	7,898	6,947
Maintenance						
21-220-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-
Total Maintenance			-	-	-	-
Services/Sundry						
21-220-8605	Professional Services		-	-	-	-
Total Services/Sundry			-	-	-	-
Capital (items over \$5,000)						
21-220-8901	Radio/Communications		-	-	-	-
21-220-8904	Machines, Tools & Implements		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Law Enforcement Fund			-	4,350	7,898	6,947
Total Law Enforcement Fund Surplus/(Deficit)			-	6,947	(7,898)	(6,947)

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
EQUIPMENT REPLACEMENT FUND REVENUES						
22-000-4910	Sale of City Property		-	-	-	-
22-000-5001	Transfer from General Fund		-	250,000	250,000	250,000
22-000-5003	Transfer from Water/Wastewater Fund		-	25,000	25,000	25,000
Total Revenues - Equipment Replacement Fund			-	275,000	275,000	275,000
EQUIPMENT REPLACEMENT FUND EXPENDITURES						
Capital (items over \$5,000)						
22-900-8902	Computer Hardware/Software		-	-	-	-
22-900-8903	Motor Vehicles		-	103,314	65,600	54,000
	Public Works - Replace 2013 F-250 Crew Cab (Unit #13-309)	42,000				
	Public Works - Replace Mower	12,000				
		54,000				
22-900-8904	Machines, Tools & Implements		-	-	-	-
22-900-8905	Instruments/Apparatus		-	-	-	-
Total Capital			-	103,314	65,600	54,000
Total Expenditures - Equipment Replacement Fund			-	103,314	65,600	54,000
Total Equipment Replacement Fund Surplus/(Deficit)			-	171,686	209,400	221,000

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
COURT SECURITY FUND REVENUES						
23-000-4702	Security Fee		-	3,452	3,300	3,800
23-000-4912	Other Income		-	-	-	-
23-000-5001	Transfer from General Fund		-	36,910	-	-
Total Revenues - Court Security Fund			-	40,361	3,300	3,800
COURT SECURITY FUND EXPENDITURES						
	Supplies (items under \$5,000)					
23-900-8107	Minor Tools & Equipment					
	Police Officer Equipment	1,300	-	90	2,000	1,300
23-900-8113	Computer Hardware/Software					
	Panic buttons	1,000	-	-	1,500	1,500
	Replace panic button batteries	500				
		1,500				
23-900-8115	Communication Supplies		-	-	-	-
23-900-8116	Furniture, Fixture & Office Equipment		-	-	-	-
Total Supplies			-	90	3,500	2,800
	Maintenance					
23-900-8402	Machinery, Tools & Equipment Maintenance					
23-900-8404	Software Maintenance					
Total Maintenance			-	-	-	-
	Services/Sundry					
23-900-8603	Travel/Training					
	Bailiff Training	1,000	-	-	1,000	1,000
23-900-8604	Associations					
23-900-8605	Professional Services					
Total Services/Sundry			-	-	1,000	1,000
	Capital (items over \$5,000)					
23-900-8901	Radio/Communications					
23-900-8904	Machines, Tools & Implements					
Total Capital			-	-	-	-
Total Expenditures - Court Security Fund			-	90	4,500	3,800
Total Court Security Fund Surplus/(Deficit)			-	40,271	(1,200)	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
COURT TECHNOLOGY FUND REVENUES						
24-000-4704	Technology Fee		-	3,465	3,600	3,600
24-000-4912	Other Income		-	-	-	-
24-000-5001	Transfer from General Fund		-	7,554	-	-
Total Revenues - Court Technology Fund			-	11,019	3,600	3,600
COURT TECHNOLOGY FUND EXPENDITURES						
Supplies (items under \$5,000)						
24-900-8101	Office Supplies		-	142	200	200
	Thermal Paper for ticket writers					
24-900-8107	Minor Tools & Equipment		-	270	3,000	-
24-900-8113	Computer Hardware/Software		-	1,229	-	-
24-900-8115	Communication Supplies		-	-	-	-
24-900-8116	Furniture, Fixture & Office Equipment		-	-	-	-
Total Supplies			-	1,641	3,200	200
Maintenance						
24-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-
24-900-8404	Software Maintenance		-	2,116	5,100	2,500
	Tyler - Ticket Writers Maint (BRAZOS)					
Total Maintenance			-	2,116	5,100	2,500
Services/Sundry						
24-900-8605	Professional Services		-	-	-	-
Total Services/Sundry			-	-	-	-
Capital (items over \$5,000)						
24-900-8901	Radio/Communications		-	-	-	-
24-900-8904	Machines, Tools & Implements		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Court Technology Fund			-	3,757	8,300	2,700
Total Court Technology Fund Surplus/(Deficit)			-	7,262	(4,700)	900

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
CHILD SAFETY FUND REVENUES						
25-000-4706	Child Safety Fee		-	5,357	5,000	5,000
25-000-4912	Other Income		-	-	-	-
Total Revenues - Child Safety Fund			-	5,357	5,000	5,000
CHILD SAFETY FUND EXPENDITURES						
	Supplies (items under \$5,000)					
25-900-8107	Minor Tools & Equipment		-	1,600	5,000	5,000
25-900-8113	Computer Hardware/Software		-	-	-	-
25-900-8115	Communication Supplies		-	-	-	-
Total Supplies			-	1,600	5,000	5,000
	Maintenance					
25-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-
25-900-8404	Software Maintenance		-	-	-	-
Total Maintenance			-	-	-	-
	Services/Sundry					
25-900-8603	Travel/Training		-	-	-	-
25-900-8604	Associations		-	-	-	-
25-900-8605	Professional Services		-	-	-	-
Total Services/Sundry			-	-	-	-
	Capital (items over \$5,000)					
25-900-8901	Radio/Communications		-	-	-	-
25-900-8904	Machines, Tools & Implements		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Child Safety Fund			-	1,600	5,000	5,000
Total Child Safety Fund Surplus/(Deficit)			-	3,758	-	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
POLICE DONATIONS FUND REVENUES						
26-000-4900	Donations	-	220	250	1,000	
26-000-4912	Other Income	-	-	-	-	
26-000-5001	Transfer from General Fund	-	-	-	-	
Total Revenues - Police Donations Fund		-	220	250	1,000	
POLICE DONATIONS FUND EXPENDITURES						
Supplies (items under \$5,000)						
26-230-8107	Minor Tools & Equipment	-	-	8,505	2,500	
26-230-8113	Computer Hardware/Software	-	-	-	-	
Total Supplies		-	-	8,505	2,500	
Maintenance						
26-230-8402	Machinery, Tools & Equipment Maintenance	-	-	-	-	
26-230-8404	Software Maintenance	-	-	-	-	
Total Maintenance		-	-	-	-	
Services/Sundry						
26-230-8603	Travel/Training	-	-	-	-	
26-230-8604	Associations	-	-	-	-	
26-230-8605	Professional Services	-	-	-	-	
Total Services/Sundry		-	-	-	-	
Capital (items over \$5,000)						
26-230-8901	Radio/Communications	-	-	-	-	
26-230-8904	Machines, Tools & Implements	-	-	-	-	
26-230-8905	Instruments/Apparatus	-	-	-	-	
Total Capital		-	-	-	-	
Total Expenditures - Police Donations Fund		-	-	8,505	2,500	
Total Police Donations Fund Surplus/(Deficit)		-	220	(8,255)	(1,500)	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
FIRE DONATIONS FUND REVENUES						
27-000-4800	Interest	221	586	180	150	
27-000-4900	Donations	500	12,291	2,000	2,000	
27-000-4912	Other Income	1,140	225	-	-	
Total Revenues - Fire Donations Fund		1,861	13,102	2,180	2,150	
FIRE DONATIONS FUND EXPENDITURES						
	Supplies (items under \$5,000)					
27-280-8103	Food	-	115	-	-	
27-280-8104	Uniforms	1,577	-	10,000	-	
27-280-8105	Protective Clothing	16,178	-	14,200	14,200	
	Replacement Bunker Gear (3 x \$3,400)					
	Replacement (5) Helmets, hoods, boots & gloves	4,000				
		14,200				
27-280-8107	Minor Tools & Equipment	-	3,720	5,000	5,000	
27-280-8113	Computer Hardware/Software	-	-	-	-	
27-280-8115	Communication Supplies	-	-	-	-	
27-280-8116	Furniture, Fixture & Office Equipment	-	-	-	-	
Total Supplies		17,755	3,835	29,200	19,200	
	Maintenance					
27-280-8402	Machinery, Tools & Equipment Maintenance	-	-	5,000	5,000	
27-280-8404	Software Maintenance	1,275	-	-	-	
Total Maintenance		1,275	-	5,000	5,000	
	Services/Sundry					
27-280-8603	Travel/Training	-	-	-	-	
27-280-8604	Associations	-	-	-	-	
27-280-8605	Professional Services	-	-	-	-	
Total Services/Sundry		-	-	-	-	
	Capital (items over \$5,000)					
27-280-8901	Radio/Communications	-	-	-	-	
27-280-8904	Machines, Tools & Implements	-	39,177	30,000	30,000	
	Replace SCBA Units (Over 10 yrs old)					
	(\$7,000 x 4)	28,000				
	Fire Hose Replacement	2,000				
		30,000				
Total Capital		-	39,177	30,000	30,000	
Total Expenditures - Fire Donations Fund		19,030	43,012	64,200	54,200	
Total Fire Donations Fund Surplus/(Deficit)		(17,169)	(29,909)	(62,020)	(52,050)	

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
TECHNOLOGY REPLACEMENT FUND REVENUES						
28-000-4910	Sale of City Property		-	-	-	-
28-000-5001	Transfer from General Fund		-	-	-	50,000
28-000-5003	Transfer from Water/Wastewater Fund		-	-	-	5,000
Total Revenues - Equipment Replacement Fund			-	-	-	55,000
TECHNOLOGY REPLACEMENT FUND EXPENDITURES						
Capital (items over \$5,000)						
28-900-8902	Computer Hardware/Software		-	-	-	55,000
Total Capital			-	-	-	55,000
Total Expenditures - Technology Replacement Fund			-	-	-	55,000
Total Technology Replacement Fund Surplus/(Deficit)			-	-	-	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
PARKS FUND REVENUES						
29-000-4900	Donations		-	500	5,000	5,000
29-000-4912	Other Income		-	-	-	-
29-000-5001	Transfer from General Fund		-	-	5,000	2,500
Total Revenues - Parks Fund			-	500	10,000	7,500
PARKS FUND EXPENDITURES						
	Supplies (items under \$5,000)					
29-320-8103	Food		-	-	300	300
	Total Supplies		-	-	300	300
	Maintenance					
29-320-8405	Land Maintenance		-	-	1,000	1,000
	Preserve/Monument Maintenance	500				
	Preserve/Monument Improvements	500				
		1,000				
	Total Maintenance		-	-	1,000	1,000
	Services/Sundry					
29-320-8604	Associations		-	-	200	200
	Keep Texas Beautiful	200				
29-320-8622	Special Events		-	-	8,500	6,000
	Boy Scouts Projects	1,000				
	City Events	5,000				
		6,000				
	Total Services/Sundry		-	-	8,700	6,200
	Capital (items over \$5,000)					
29-320-8904	Machines, Tools & Implements		-	-	-	-
	Total Capital		-	-	-	-
Total Expenditures - Parks Fund			-	-	10,000	7,500
Total Parks Fund Surplus/(Deficit)			-	500	-	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
GENERAL OBLIGATION DEBT SERVICE FUND REVENUES						
40-000-4100	Property Tax - Current (\$1,229,947,992/100 x 0.034114 x 99%)	415,389	498,761	499,654	402,066	415,389
40-000-4102	Property Tax - Delinquent (\$1,126,221,420/100 x 0.036424 x 1%)		1,722	5,676	4,981	4,102
40-000-4104	Penalty & Interest	4,102	1,889	2,348	2,000	1,500
40-000-4912	Other Income		-	951	-	-
Total Revenues - Water/Wastewater Fund			502,372	508,630	409,047	420,991
GENERAL OBLIGATION DEBT SERVICE FUND EXPENDITURES						
40-900-8701	Principal 2019 Refunding Bonds (51.7%) 2015 CO - Streets (100%)	224,895	418,015	385,235	369,725	379,895
			155,000			
			379,895			
40-900-8703	Interest 2019 Refunding Bonds (51.7%) 2015 CO - Streets (100%)	27,880	82,994	46,112	49,284	39,428
			11,548			
			39,428			
40-900-8705	Paying Agent Fees		-	21	1,500	1,500
Total Expenditures - GO Debt Service Fund			501,009	431,367	420,509	420,823
Total GO Debt Service Fund Surplus/(Deficit)			1,363	77,262	(11,462)	168

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
REVENUE BOND I&S FUND REVENUES						
41-000-5003 Transfer from Water/Wastewater Fund			-	561,948	554,702	555,826
Total Revenues - Revenue Bond I&S Fund			-	561,948	554,702	555,826
REVENUE BOND I&S FUND EXPENDITURES						
41-900-8701 Principal			-	294,765	285,275	295,105
2019 Refunding Bonds (48.3%)		210,105				
2018 CO - Bonds (100%)		85,000				
		295,105				
41-900-8703 Interest			-	263,049	266,927	258,221
2019 Refunding Bonds (48.3%)		26,046				
2018 CO - Bonds (100%)		232,175				
		258,221				
41-900-8705 Paying Agent Fees			-	369	2,500	2,500
Total Expenditures - Revenue Bond I&S Fund			-	558,183	554,702	555,826
Total Revenue Bond I&S Fund Surplus/(Deficit)			-	3,765	-	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
UTILITY IMPACT FEE FUND REVENUES						
60-000-4628	Utility Impact Fee		-	322,994	200,000	200,000
60-000-5003	Transfer from Water/Wastewater Fund		-	961,104	-	-
Total Revenues - Utility Impact Fee Fund			-	1,284,098	200,000	200,000
UTILITY IMPACT FEE FUND EXPENDITURES						
Maintenance						
60-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-
Total Maintenance			-	-	-	-
Services/Sundry						
60-900-8605	Professional Services		-	-	-	-
Total Services/Sundry			-	-	-	-
Capital (items over \$5,000)						
60-900-8931	Buildings & Structures - Utility Construction		-	-	200,000	-
60-900-8933	Buildings & Structures - Water Mains		-	-	-	-
60-900-8934	Buildings & Structures - Wells/Pumps		-	-	-	-
60-900-8936	Buildings & Structures - Hydrants/Valves		-	-	-	-
Total Capital			-	-	200,000	-
Total Expenditures - Utility Impact Fee Fund			-	-	200,000	-
Total Utility Impact Fee Fund Surplus/(Deficit)			-	1,284,098	-	200,000

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
STREET CONSTRUCTION FUND REVENUES						
61-000-4912	Other Income		-	-	-	-
61-000-4940	Bond Proceeds		-	-	-	-
61-000-5001	Transfer from General Fund		-	400,000	400,000	500,000
Total Revenues - Street Construction Fund			-	400,000	400,000	500,000
STREET CONSTRUCTION FUND EXPENDITURES						
Maintenance						
61-900-8414	Maint-Streets & Alleys		-	1,264	50,000	50,000
	Total Maintenance		-	1,264	50,000	50,000
Services/Sundry						
61-900-8605	Professional Services		-	2,244	50,000	100,000
	Total Services/Sundry		-	2,244	50,000	100,000
Capital (items over \$5,000)						
61-900-8932	Buildings & Structures - Streets & Alleys		-	4,948	300,000	500,000
	Total Capital		-	4,948	300,000	500,000
Total Expenditures - Street Construction Fund			-	8,456	400,000	650,000
Total Street Construction Fund Surplus/(Deficit)			-	391,544	-	(150,000)

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
UTILITY CONSTRUCTION FUND REVENUES						
62-000-4530	State Grant TxDOT - Parker Rd Utility Relocate		-	-	100,000	-
62-000-4800	Interest		-	65,726	50,000	-
62-000-4940	Bond Proceeds		-	-	-	-
62-000-5003	Transfer from Water/Wastewater Fund		-	-	-	-
Total Revenues - Utility Construction Fund			-	65,726	150,000	-
UTILITY CONSTRUCTION FUND EXPENDITURES						
	Services/Sundry					
62-900-8605	Professional Services Engineering Fees		-	103,250	150,000	50,000
Total Services/Sundry			-	103,250	150,000	50,000
	Capital (items over \$5,000)					
62-900-8931	Buildings & Structures - Utility Construction New Pump Station		-	247,413	6,500,000	3,500,000
Total Capital			-	247,413	6,500,000	3,500,000
Total Expenditures - Utility Construction Fund			-	350,663	6,650,000	3,550,000
Total Utility Construction Fund Surplus/(Deficit)			-	(284,938)	(6,500,000)	(3,550,000)

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
DRAINAGE IMPROVEMENT FUND REVENUES						
63-000-4912	Other Income		-	-	-	-
63-000-4940	Bond Proceeds		-	-	-	-
63-000-5001	Transfer from General Fund		-	100,000	100,000	100,000
Total Revenues - Drainage Improvement Fund			-	100,000	100,000	100,000
DRAINAGE IMPROVEMENT FUND EXPENDITURES						
Services/Sundry						
63-900-8605	Professional Services		-	56,872	100,000	100,000
Total Services/Sundry			-	56,872	100,000	100,000
Capital (items over \$5,000)						
63-900-8938	Buildings & Structures - Other		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Drainage Improvement Fund			-	56,872	100,000	100,000
Total Drainage Improvement Fund Surplus/(Deficit)			-	43,128	-	-

Account Number	Account Description	FY22 Itemized Amount	Actual FY2018-19	Actual FY2019-20	Revised Budget FY2020-21	Proposed Budget FY2021-22
FACILITIES IMPROVEMENT FUND REVENUES						
65-000-4912	Other Income		-	-	-	-
65-000-4940	Bond Proceeds		-	-	-	-
65-000-5001	Transfer from General Fund		-	125,000	350,000	350,000
Total Revenues - Facilities Improvement Fund			-	125,000	350,000	350,000
FACILITIES IMPROVEMENT FUND EXPENDITURES						
Services/Sundry						
65-900-8605	Professional Services		-	53,787	350,000	350,000
Total Services/Sundry			-	53,787	350,000	350,000
Capital (items over \$5,000)						
65-900-8930	Buildings & Structures - Buildings		-	-	-	-
Total Capital			-	-	-	-
Total Expenditures - Facilities Improvement Fund			-	53,787	350,000	350,000
Total Facilities Improvement Fund Surplus/(Deficit)			-	71,213	-	-

ORDINANCE NO. 805
(Adopting a Tax Rate for 2021)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS LEVYING THE AD VALOREM TAXES FOR THE YEAR 2021 (FISCAL YEAR 2021-2022) AT A RATE OF \$0.365984 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER AS OF JANUARY 1, 2021, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF PARKER; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. There be and is hereby levied for the year 2021 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Parker, and not exempt by the Constitution of the State and valid State laws, a tax of **\$0.365984** on each One Hundred Dollars (\$100) assessed valuation of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Parker, a tax of **0.331870** on each One Hundred Dollars (\$100) assessed value on all taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Parker, not otherwise provided for, a tax of **0.034114** on each One Hundred Dollars (\$100) assessed value of taxable property within the City of Parker, and shall be applied to the payment of interest and maturities of all such outstanding debt.
- (c) **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.31 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.31.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2021, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2022. There shall be no discount for payment of taxes prior to February 1, 2022. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six per cent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2022 incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2021 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2021 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2021 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. Taxes are payable at the Collin County Tax Office. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. All ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 7th day of September, 2021; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott Levine, Interim City Attorney

ORDINANCE NO. 806
(Adopting FY 2021-2022 Budget)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by law, the Mayor has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

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

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

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Parker, Texas, said budget being in the amount of \$15,435,561, providing a complete financial plan for the fiscal year beginning October 1, 2021, and ending September 30, 2022, as submitted to the City Council by the Mayor, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of Parker, Texas for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

SECTION 2. The sum of \$15,435,561 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2021; and ending September 30, 2022 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by state law or a duly enacted ordinance of the City of Parker, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2020-2021 are hereby ratified, and the budget Ordinance for fiscal year 2020-2021, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

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

1. With the concurrence of the Director of Finance, the transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. With the approval of City Administrator and or Mayor, transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.

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

SECTION 7. All provisions of the Ordinances of the City of Parker, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions

of the Ordinances of the City of Parker, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

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

DULY PASSED by the City Council of the City of Parker, Texas, on the 7th day of September, 2021; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott Levine, Interim City Attorney



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:		Prepared by: Finance/HR Manager Savage
Estimated Cost:		Date Prepared: September 3, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Ordinance</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 807, AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2020-2021 OPERATING BUDGET.

SUMMARY

The purpose of this agenda item is to amend the City's FY 2020-2021 budget for the following amounts:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget
General	01-900-8902	Hardware/Software	-	175,981	175,981
General	01-310-8903	Motor Vehicles	-	90,000	90,000
Water	03-900-8605	Professional Services	82,000.00	39,710	121,710

In May 2020, the City was awarded \$243,034.30 from Collin County as part of the CARES Act to fund expenses related to COVID-19. A budget amendment was prepared to add these funds to the FY19-20 budget. As of September 30, 2020, the city had expended \$67,053.44. The remaining \$175,980.86 was spent in FY20-21. This budget amendment will reappropriate the unspent FY19-20 funds to the current fiscal year.

During the 2nd budget workshop on August 3, 2021, Council requested the purchase of a dump truck out of fund balance in FY20-21. This budget amendment will increase expenses in the General Fund by \$90,000 to cover the purchase.

The American Water Infrastructure Act of 2018 required the city to complete a Water System Risk and Resilience Analysis and Emergency Response Plan. Since this was not previously budgeted, the funds will come out of fund balance. This budget amendment will increase the expenses in the Water Fund by \$39,710.

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021
Acting City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

ORDINANCE NO. 807
{Amending FY 2020-2021 Budget}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AMENDING THE BUDGET PREVIOUSLY APPROVED AND ADOPTED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on September 15, 2020, the City Council of the City of Parker, Texas adopted and approved a budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021 (“FY 2020-2021 Budget”); and

WHEREAS, said budget gave the Mayor the authority to, with the approval of a majority of the City Council, to adjust the budget with the transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund; and

WHEREAS, the City Council finds that it is in the public interest to amend the FY 2020-2021 Budget as set forth herein;

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

SECTION 1. The City Council approves and directs the transfer of funds as follows:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget
General	01-900-8902	Hardware/Software	-	175,981	175,981
General	01-310-8903	Motor Vehicles	-	90,000	90,000
Water	03-900-8605	Professional Services	82,000.00	39,710	121,710

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That this Ordinance becomes effective immediately upon its passage.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

APPROVED AND ADOPTED on this the 7th day of September, 2021.

CITY OF PARKER, TEXAS

BY:

LEE PETTLE, MAYOR

ATTEST:

BY:

PATTI SCOTT GREY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY:

SCOTT LEVINE,
INTERIM CITY ATTORNEY

Council Agenda Item



Budget Account Code:	N/A	Meeting Date:	
Budgeted Amount:	N/A	Department/ Requestor:	Fire Department/ Chief Sheff
Fund Balance-before expenditure:	\$35,000	Prepared by:	Sheff
Estimated Cost:	\$6,667 net of reimbursement	Date Prepared:	August 31, 2021
Exhibits:	1. Proposed Resolution 2. Approval Letter from Texas Forest Service		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-677, ACCEPTING A TEXAS FOREST SERVICE COST-SHARE REIMBURSEMENT GRANT OF UP TO \$20,000 TO REIMBURSE THE DEPARTMENT FOR THE PURCHASE OF CERTAIN FIRE/RESCUE EQUIPMENT.

SUMMARY

On August 18, 2021, the department's 501(C)3 was notified by the Texas Forest service that its application for cost-share assistance under HB 2604 (the Rural Volunteer Fire Department Assistance Program) had been approved. This request dates back over 10 years. The maximum cost-share payment will be 75% of the actual cost of eligible equipment, not to exceed \$20,000. This means the 501(C)3's cost-share portion will be \$6,667, assuming the full \$20,000 is utilized. There are sufficient funds in the fundraising account to cover \$26,667 of purchased equipment.

In a recent exchange of emails with the Texas Forest Service wherein we described the staffing of our department by part-time paid firefighters, we received notification that Parker qualifies under HB 2604.

This is a reimbursement grant that expires on February 18, 2022, subject to one 30-day extension. Purchases prior to the grant date are ineligible. Eligible fire/rescue equipment includes a wide range of items such as firefighting gear, pumps, generators, communication equipment, thermal imaging cameras, and so forth.

It is the department's desire to take advantage of the grant and purchase items that would otherwise fall outside our budget. Specifically, an air-fill station to replace our current 20-year old unit (we recently replaced the air compressor unit), and up to four sets of firefighting coats and pants to be reserved for our firefighters to utilize after returning from a fire while their own gear is being cleaned at the fire station (it is mandated by the Texas Commission on Fire Protection to *immediately* take firefighting

gear out of service after a structure fire and not to return such gear to active use until washed in a washing machine and thoroughly dried). Given it's 20-year age, the purchase of an air fill station will proactively avoid disruptions in filling our SCBA cylinders. The purchase of firefighting gear will enable the department to comply with the TCFP mandate.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

CITY OF PARKER
RESOLUTION NO. 2021-677
(FD TEXAS FOREST SERVICE COST-SHARE REIMBURSEMENT GRANT)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, ACCEPTING A TEXAS FOREST SERVICE
COST-SHARE REIMBURSEMENT GRANT OF UP TO 20,000 TO
REIMBURSE THE PARKER FIRE DEPARTMENT FOR THE PURCHASE
OF CERTAIN FIRE/RESCUE EQUIPMENT.**

WHEREAS, on August 18, 2021, the department's 501(C)3 was notified by the Texas Forest service that its application for cost-share assistance under HB 2604 (the Rural Volunteer Fire Department Assistance Program) had been approved, as our department is part-time paid and as such qualifies; and

WHEREAS, the reimbursement grant will expire on February 18, 2022, subject to one 30-day extension; and

WHEREAS, eligible fire/rescue equipment includes a wide range of items such as firefighting gear, pumps, generators, communication equipment, thermal imaging cameras, and so forth; and

WHEREAS, the Parker Volunteer Fire Department desires to take advantage of the grant and purchase items that would otherwise fall outside our budget, specifically, an air-fill station to replace the City's current 20-year old unit; and

WHEREAS, the maximum cost-share payment will be 75% of the actual cost of eligible equipment, not to exceed \$20,000; and

WHEREAS, the 501(C)3's cost-share portion will be \$6,667, assuming the full \$20,000 is utilized and sufficient funds are available in the fundraising account to cover \$26,667 of purchased equipment; and

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

1. The Parker City Council authorizes the acceptance of the Texas Forest Service Cost-Share Reimbursement Grant of up to \$20,000 to reimburse the Parker Fire Department for the purchase of certain Fire/Rescue Equipment.
2. The Parker City Council authorizes the use of the 501(C)3's fundraising account funds for the cost-share portion of the Texas Forest Service Cost-Share Reimbursement Grant.
3. The Parker City Council authorizes purchase of an air-fill station to replace the City's current 20-year old unit.

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

5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 7th day of September, 2021.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott D. Levine, Interim City Attorney



August 18, 2021

Parker VFD, Inc.
5700 E PARKER RD
PARKER, TX 75002

Case: 731
County: COLLIN
VFDE-Doc#: E104166

Dear Chief,

Your application for cost-share assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been **APPROVED**. The following items are qualified for cost-share reimbursement:

<u>Item</u>	<u>Our Maximum Cost-share Payment</u>
FIRE/RESCUE EQUIPMENT	75% of the actual cost, not to exceed \$20,000.00

This grant will expire on February 18, 2022

The attached guidelines describe your obligations under this program. **Please indicate below whether you wish to accept or decline this cost-share grant, and return a signed copy to us within 14 days of receipt of this letter.**

Congratulations! Please contact us if you need additional information.

Accept Decline

Signature and Title

Date

Attachment: 1) Guidelines for Grant Assistance – Fire/Rescue Equipment

Rural Volunteer Fire Department Assistance Program

Guidelines for Grant Assistance -

Fire/Rescue Equipment

Responsibilities of the fire department following notice of grant approval:

1. Purchase the approved item or items.
2. Provide the Texas A&M Forest Service with copies of all proof of payment (signed check(s), credit card receipt(s), or paid invoice(s) showing the last four digits of the credit card used, and/or bank or credit card statements showing purchase). Please email to 2604@tfs.tamu.edu or fax to (979) 845-6160.
3. Grants for fire/rescue equipment will expire 6 months from the approval date.

List of Pre-Approved Items:

- Self Contained Breathing Apparatus
- Thermal Camera
- Cascade System
- Extrication Equipment
- Gear Bags
- Computers (limit of 2 per department)
- Hose, Nozzles, and Ladders
- Emergency Lighting
- Portable Tank
- Generator
- Ventilation Fans and Saws
- Flashlights
- Small Engine (Pump)
- Fire Pump
- Communications Equipment
- Automated External Defibrillators (AEDs)

Note:

- Items listed above are examples of items approved for cost-share reimbursement.
- Please contact TFS with specific questions regarding eligible items.
- iPads and tablet computers are *not eligible* for grant assistance.
- Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.
- If an individual item is valued at \$5,000 or greater, it must be inspected by a TFS agent before a grant reimbursement can be issued.



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: Police Chief Brooks
Estimated Cost:		Date Prepared: August 31, 2021
Exhibits:	1 Attachment 3 - 9 September 2021.1 2 Attachment 4 - Proposed Staffing Adjustment of PPD 07212021 3 Parker PD Staffing Adjustment Proposal 09022021 4 Attachment 1 - Org Chart 10012019 5 Attachment 2 - PPD Reorganization Chart 07142021	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING STAFFING ADJUSTMENTS AND ASSIGNEMENT OF RESPONSIBILITIES AND PERSONNEL WITHIN THE POLICE DEPARTMENT OF THE CITY OF PARKER.

SUMMARY

This item is a proposed reorganization of the Parker Police Department. This proposal sets the foundation for the Parker Police Department to grow to the appropriate size Department to meet the needs of our city with an estimated build-out growth of 8,000 to 9,000 residents. Please see attachments for a full description of the proposal.

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

CC=City Court/Bailiff 8a-11a

CCB

Parker Police Department		Year	2021	Month	8					
Proposed Staffing Adjustment		1	2	3	4	5	6	7	8	9
Operations Division	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Assistant Chief of Police #1	X	S1	S1	S2	S1	S1	X	X	S1	S1
	1	2	3	4	5	6	7	8	9	10
First Watch Patrol	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Officer #1	X	A	A	X	X	A	A	A	X	X
Officer #2	X	A	A	X	X	A	A	A	X	X
Officer #3	A	X	X	A	A	X	X	A	A	X
Officer #4/Investigator #1	A	X	X	A	A	X	X	A	A	X
	1	2	3	4	5	6	7	8	9	10
Second Watch Patrol	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Sergeant #1	X	B	B	X	X	B	B	B	X	X
Officer #5	X	B	B	X	X	B	B	B	X	X
Sergeant #2	B	X	X	B	B	X	X	B	B	X
Officer #6	B	X	X	B	B	X	X	B	B	X
Officer #7	B	B	X	X	B	B	X	X	B	B
	1	2	3	4	5	6	7	8	9	10
Staff	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Chief of Police #1	X	S1	S1	S1	S2	S1	X	X	S1	S1
	1	2	3	4	5	6	7	8	9	10
Support Services	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Support Services Manager #1	X	S1	S1	S1	S1	X	X	S1	S1	S1

Legend

- Day Shift Patrol - 6a-6p
- Day Shift Short Day 6a-2p
- Night Shift Patrol - 6p-6a
- Night Shift Short Day 10p-6a or 6p-2a
- Day Shift Supervisor (8a-6p)
- Day Shift Supervisor (6a-4p)
- Night Shift Supervisor (2p-12a)
- Staff Hours 8a-5p
- Staff Hours 10a-6p
- Day Off
- Training
- Vacation
- Holiday
- Comp Time
- Military Leave
- FamilyMedical Leave
- Sick Leave
- Bereavement Leave
- CC=City Court/Bailiff 8a-11a

A
A8
B
B8
C1
C3
C2
S1
S2
X
T
V
H
CT
ML
FML
S
BL
CCB

**= End of Pay Period
\$\$ Pay Day

**
\$\$

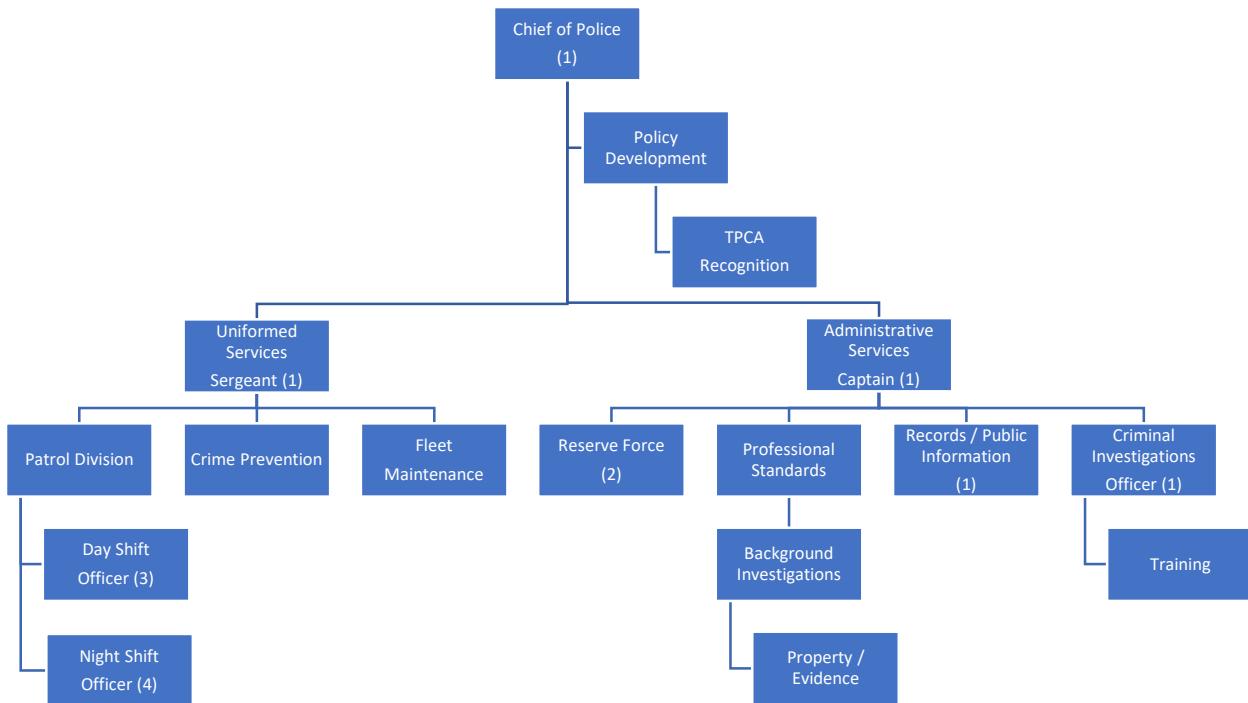
This item is a proposed staffing adjustment of the Parker Police Department. This proposal sets the foundation for the Parker Police Department to grow to the appropriate size Department to meet the needs of our city with an estimated build-out growth of 8,000 to 9,000 residents. As your Chief of Police, I present this proposal an effective and efficient plan to address the service delivery to our residents and to address the supervision and management needs of the Parker Police Department for years to come.

Note: this staffing adjustment utilizes current staffing. There are no new positions requested in this item. We are proposing some title changes, moving of current personnel and responsibilities but we are not adding or deleting personnel.

Current Organization

Below is the current organizational chart of PPD. We have two divisions and each of those divisions is commander by a sworn officer. A full-size version is attached.

Attachment #1

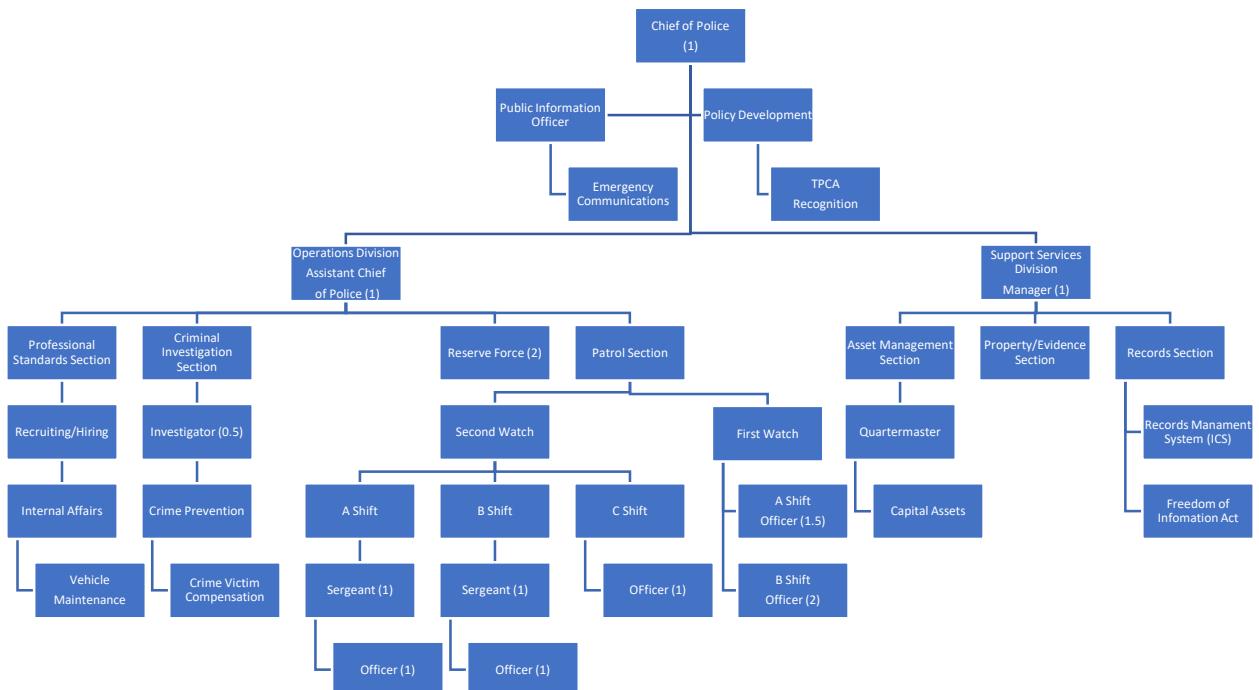


Each box on this chart represents a function of the organization. If the box includes a number in parenthesis that denotes the number of employees assigned that function. If the box does not contain a number, it is the responsibility of the box above it that has a number in the box. An example, the Uniformed Services Commander has a box titled "Crime Prevention" underneath, but no number is included in the "Crime Prevention" box. That tells the reader that the "function" of Crime Prevention falls within the responsibility of the Uniformed Services Division.

Proposed Organization

Below is the proposed organizational chart of PPD. We still have two divisions, but one is commanded by a sworn officer and the other is commanded by a civilian. This structure allows us to “push” that sworn officer position back into a patrol function. A full-size version is attached.

Attachment #2



I am also including schedules for each of these organizational charts to allow a different perspective of the proposed changes. A full-size version is attached.

Current September Schedule: Attachment #3

Proposed Schedule: Attachment #4

As you can see this proposed reorganization allows Second Watch Patrol (Night Shift) to add an additional officer to decrease the number of days that these officers must work alone. I am very pleased that this organization allows for this service and safety improvement for the Department.

Promotions

The following promotions are proposed:

1. The current Captain Position promoted to Assistant Chief of Police
2. The current Records Manager promoted to Support Services Manager
3. Two current Police Officer positions promoted to Sergeant of Police.

I recommend each of these promotions include a 5% pay increase. The Assistant Chief of Police and Support Services Manager positions would be appointed by the Chief of Police as they are Division Commander positions. The two Sergeant of Police positions would be tested positions in accordance with the Department's General Order 101.009 Career Development.

Costs

Prior Salary Total	\$ 810,837.00
Proposed Salary Total	\$ 788,955.61
	\$ 21,881.39

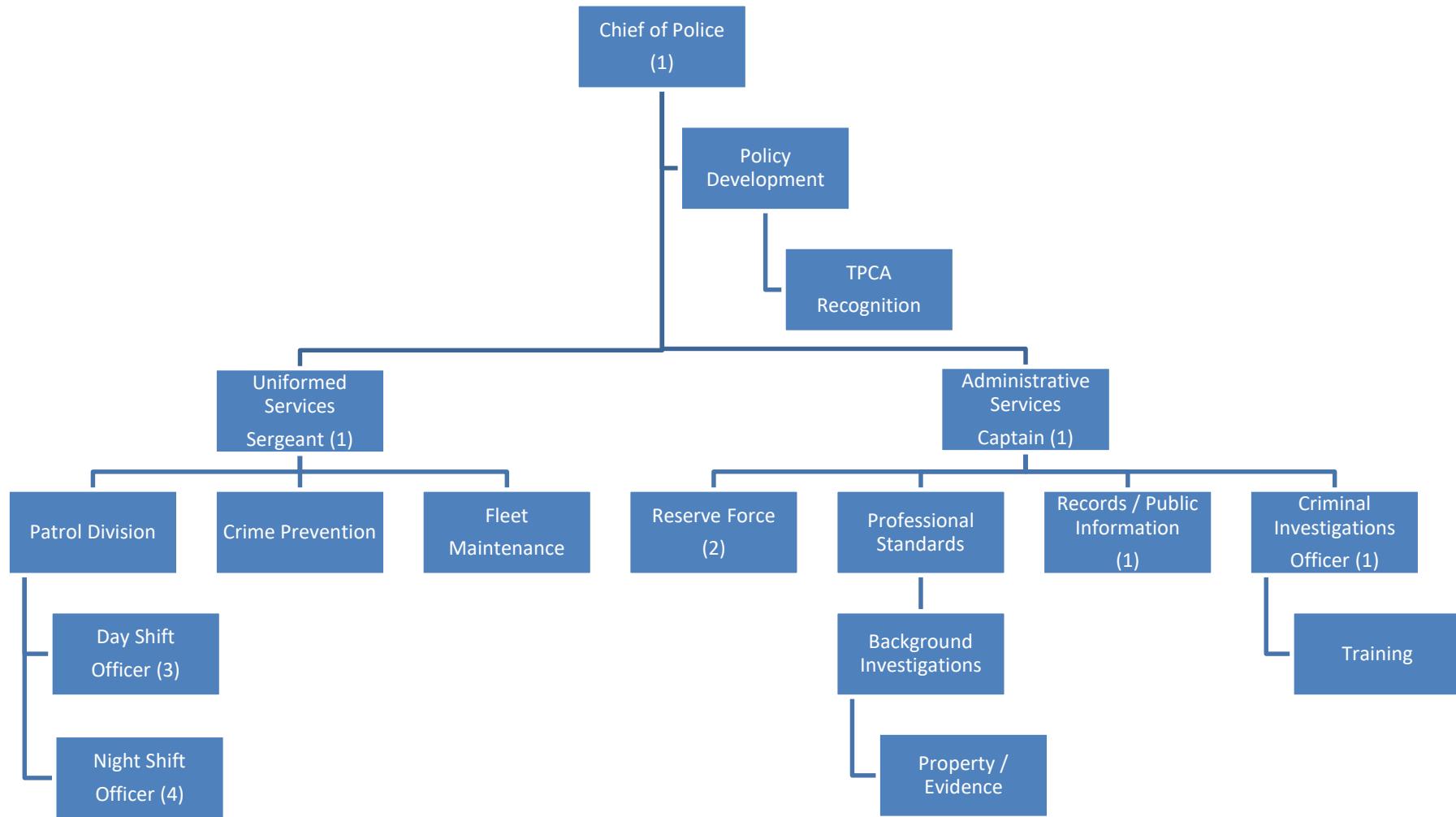
This proposal will result in a savings in salary of over \$21,000.00. The other minimal costs will be absorbed by the Department's operating budget. This cost will include badges, business cards, uniform alterations, etc.

Request for Approval

I request Council approve this proposed staffing adjustment of the Parker Police Department. This proposal allows for a sworn position to be moved back to patrol, it streamlines the administration responsibilities, taking advantage of our civilian position, and provides supervision during night shift. This staffing adjustment positions the Department to grow into an organization that serves the buildout population currently projected. Additionally, we can do so while saving salary costs. I am confident that this proposal positions the Parker Police Department for success.



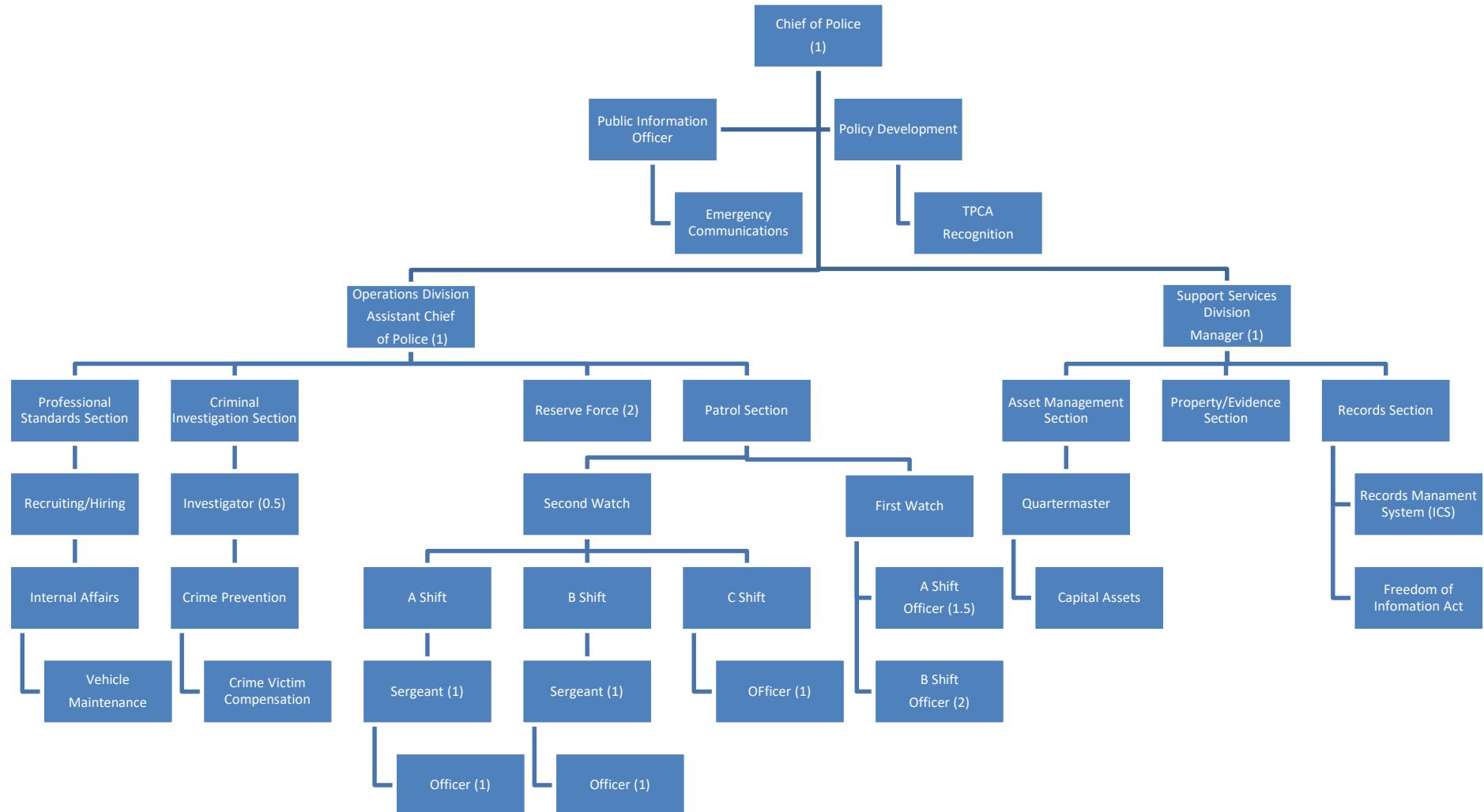
Parker Police Department



Effective: October 1, 2019



Parker Police Department



Effective: Pending Approval



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: Council
Fund Balance-before expenditure:		Prepared by: City Administrator Olson
Estimated Cost:		Date Prepared: September 2, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Resolution No. 2013-406</u> (Replacement of Capital Equipment and Vehicles for the Police Department) 	

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING THE MODIFICATION OF CURRENT CITY POLICIES RELATED TO THE REPLACEMENT OF CAPITAL EQUIPMENT AND CITY VEHICLES.

SUMMARY

In July council asked for this to be placed on a future agenda during the budget workshop. Attached is the 2013 replacement ordinance for police vehicles. Council has asked to revisit this ordinance to discuss possible modifications to the ordinance and including other city vehicles.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

RESOLUTION NO. 2013-406*(Replacement of Capital Equipment and Vehicles for the Police Department)***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS
ESTABLISHING REPLACEMENT POLICY OF CAPITAL EQUIPMENT AND
VEHICLES FOR THE POLICE DEPARTMENT.**

WHEREAS, the City Council of the City of Parker, Collin County, Texas desires to establish a replacement schedule for capital equipment, including vehicles, for the Parker Police Department.

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

SECTION 1. Replacement. The replacement schedule for police vehicles of the Parker Police Department shall be subject to the limitations of the City of Parker budget for each fiscal year, and prior council approval of specific capital items and equipment.

SECTION 2. Schedule. The planned replacement schedule for Parker Police Department vehicles will be after any one of the following has occurred:

A. 125,000 miles of service use

or

B. Cumulative repair costs during the twelve-month period which exceed 32% of the fair market value of the vehicle. Normal maintenance, including gas, tires, oil, and other routine service items are not included in the cumulative repair costs. The fair market value is based on a fair market value of the vehicle, if considered to be in "fair" condition, as shown in Kelly's Blue Book of used car values. The cumulative repair costs include, and may not be limited to, motor vehicle accident repairs, and/or engine, transmission, differential, and/or the vehicle's computers. Vehicle computers do not include the police laptop computers installed as a part of the police communication system within the vehicle.

or

C. Special circumstances resulting in a recommendation for replacement by the Chief of Police, with subsequent approval by the City Council.

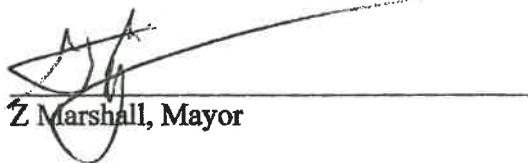
SECTION 3. Other Equipment. Other equipment, such as radios, lighting systems, video cameras and other equipment shall be approved by the city council, in advance.

SECTION 4. Prior Resolution. Resolution 2008-231, dated the 26th day of August, 2008 is repealed and replaced with this Resolution.

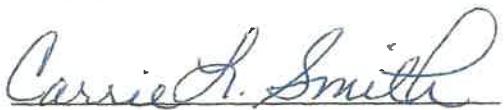
DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Texas, on this the 16th day of April, 2013.



CITY OF PARKER, TEXAS


Z Marshall, Mayor

ATTEST:


Carrie Smith, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: August 31, 2021
Exhibits:	<u>None</u>

AGENDA SUBJECT

UPDATE(S)

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]

Carol Wolniewicz donated various snacks estimated value of \$75.00

Judy Garrett donated Tiff's Treat's estimated value of 30.00

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:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021



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: August 31, 2021
Exhibits:	<ul style="list-style-type: none"> • Future Agenda Items

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/02/2021
Interim City Attorney:	<i>Scott D. Levine</i>	Date:	09/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/03/2021

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
Feb(Mar), May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller/Flowers	2nd Qtr 2021 0817 CC Agenda
Feb(Mar), May, Aug, Nov	Investment Quarterly Report	Savage	2nd Qtr 2021 0817 CC Agenda
September 21, 2021	Council Committee Updates	Council	2021 0602 All Committee Updates on each CC Agenda - Update as needed
	Capital Improvement Program (CIP) Committee <i>(Includes Drainage & Infrastructure)</i>	Lynch/Reed	Last Update 2021 0112; 2021 0518; 0615
	Code Book	Meyer	Added 2021 0610 via email
	Comprehensive Plan Committee	Olson/Slaughter	Last Update 2021 0112; 0406; 0601
	Emergency Communication Committee	Abraham	Last Update 2021 0112; 2021 0302
	Municipal Complex	Council	2021 0105 Community Meeting; 2021 0601; Tile change 2021 0727
	Legislative Updates	Olson	CM TL Request
	New Resident Packet	Meyer	Added 2021 0610 via email
	Newsletter	Meyer	Added 2021 0610 via email
	Noise Committee	Olson/?	Last Update 2021 0119
	North Texas Municipal Water District (NTMWD)	Olson	Last Update 2021 0112; 0518; 0615
	Pump Station	Machado	Last Update 2021 0112; 0316; 0518; 0706
	Sales Tax (As directed by CM Cindy Meyer)	Meyer	Last Update 2021 0112; 0119 Possibly Feb/Mar: Postponed until after 5/1 GE; 0601
TBD	Strategic Plan - Looking for Members - (As directed)	Lynch	Last Update 2021 0112; 2021 xxxx (Suspended)
	Subdivisions	Machado	Added 2021 0520 by MLP
	Thoroughfare & other maps	Olson/Machado	2021 0524 MLP

CITY COUNCIL
FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
Tentatively - 2021 0921	Committee to oversee audit/auditors	Council	Added 2021 0817
Tentatively - 2021 0921	Double Check - addressed - Ordinance - No 2 staff can sign checks	City Attorney	2021 0520 MLP email
Tentatively - 2021 0921	Social Media	Pettle	Workshop - Short/Long Term
Tentatively - 2021 0921	P&R Annual Review	Pettle/City Attorney	2020 0909 CC Mtg
TBA	Review of outside vendors/professional services contracts	Slaughter	2021 0720 added
TBA	Water Rate Analysis	Savage/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020
TBA	Oncor & Frontier Franchise (All?) - Review		2021 06015 added
TBA	NTRTC - Become a member	City Attorney	Added 2021 0526 CC WS
TBA	Adveritise for Bids 2020-2021 Annual Road Maintenance Project	Machado/Birkhoff /Scott Grey	Advertised last in May, 2020
TBA	Advertise for Bids for water line or other projects	Machado/Birkhoff /Scott Grey	
Sept, 2021	Collin County Central Appraisal District (CCCAD) Parker Nomination		Res. No. 2019-616
Sept, 2021	Animal Shelter - one year/automatically		Res. No. 2019-617;2021 0720 MLP added
Sept, 2021	Civic Plus Contract?	Pettle	
Sept, 2021	Computer Policy	Meyer	
Sept, 2021	Discussion of possible Fire Fundraiser		
Tentatively - 2021 0921	Zoning Regs - P.H. & Ord. No. 800 approval - Update	Pettle	2021 0518 CC - Tabled
Oct, 2021	Depository Agreements	Savage	2021 0720 MLP email; 2021 0720 F/HR GS moved to Oct
Nov, 2021	Appointments - P&Z; ZBA; P&R;		Res. No. 2020-652, 635, 654
Nov, 2021	Policy Changes, e.g. Investment		Res. No. 2020-651
Dec, 2021	Risk and Resilience Analysis and Emergency Response Plan		Response Plan, due by December 31, 2021