



AGENDA

CITY COUNCIL REGULAR MEETING

SEPTEMBER 21, 2021 @ 6:00 PM

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, September 21, 2021, at 6:00 P.M. Pursuant to Tex. Gov't Code Section 551.127, Diana M. Abraham of the City Council may appear virtually through videoconferencing. However, a quorum of the City Council will be physically present for the meeting, which will be conducted at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002 and such meeting shall be open to the public and live streamed.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION 6:00 PM – 7:00 PM – Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

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

Government Code Section 551.071—Consultation with attorney concerning and including Pending or Contemplated Litigation.

RECONVENE REGULAR MEETING.

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

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

I. PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK

NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 5, 2021, 6:00 P.M. – 9:00 P.M.
PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, OCTOBER 13, 2021, 6 PM

COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, OCTOBER 20, 2021, 6 PM

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 31, 2021.
2. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 7, 2021.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION IN THE AMOUNT OF \$1,000 FROM FARMERS ELECTRIC CHARITABLE FOUNDATION FOR THE FIRE DEPARTMENT.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-678, REGARDING NOMINATION OF A BOARD OF DIRECTOR POSITION FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT.
5. CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION REGARDING ONE OR MORE OF THE FOLLOWING MATTERS: (1) CANCELLATION OF RFP FOR SOLID WASTE COLLECTION AND DISPOSAL WHICH CLOSED ON SEPTEMBER 17, 2021; (2) SELECTION OF A SUCCESSFUL BIDDER ARISING FROM THE RFP FOR SOLID WASTE COLLECTION AND DISPOSAL WHICH CLOSED ON SEPTEMBER 17, 2021; AND/OR APPROPRIATE ACTION OR CONSIDERATION REGARDING THE POTENTIAL RENEWAL OR CANCELLATION OF REPUBLIC SOLID WASTE AGREEMENT.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-679, AUTHORIZING TCAP TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT; AUTHORIZING TEXAS COALITION FOR AFFORDABLE (TCAP) TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR DELIVERIES OF ELECTRICITY EFFECTIVE ON OR AFTER OCTOBER 15, 2021; AND ADOPTING GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023.

ROUTINE ITEMS

7. UPDATE(S)

ANNUAL REVIEW

PARKER PARKS AND RECREATION (P&R) COMMISSION

MONTHLY/QUARTERLY REPORTS

DEPARTMENT REPORTS- BUILDING/CODE (AUG), COURT(JULY-AUG), FINANCE (monthly financials) (AUG), POLICE(AUG), REPUBLIC WASTE(AUG), AND WEBSITE(AUG)

CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE [LYNCH/REED]

DRAINAGE *[Except Poco Estados, Moss Ridge & Easy Acres – Drainage for these areas continue under Mayor Pro Tem Meyer.]*

INFRASTRUCTURE
CODE BOOK [MEYER]
COMPREHENSIVE PLAN COMMITTEE [SLAUGHTER]
EMERGENCY COMMUNICATION COMMITTEE [ABRAHAM]
MUNICIPAL COMPLEX [PETTLE/COUNCIL]
LEGISLATIVE UPDATES [OLSON]
NEW RESIDENT PACKET [MEYER]
NEWSLETTER [MEYER]
NOISE COMMITTEE [OLSON]
NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]
PUMP STATION [MACHADO]
RISK AND RESILIENCE ANALYSIS AND EMERGENCY RESPONSE PLAN UPDATE [MACHADO/BIRKHOFF]
SALES TAX [MEYER]
SUBDIVISION(S) [MACHADO]
THOROUGHFARE & OTHER MAPS UPDATE [MACHADO]
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]
Martha and Mark Martin donated popcorn estimated value is \$80.00.
The Turrentine family donated Tiff's Treats estimated value is \$85.00
Pastor Kelly First Presbyterian Church donated Mini Candy Bars estimated value is \$20.00

FUTURE AGENDA ITEMS

8. FUTURE AGENDA ITEMS

ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions 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 17, 2021, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Patti Scott Grey
City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey
Estimated Cost:	Date Prepared:	September 4, 2021
Exhibits:	<ul style="list-style-type: none"> • Parks and Recreation Commission (P&R) Tentative 2021 Calendar • Comprehensive Plan (COMP) Committee Tentative 2021 Calendar 	

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- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, OCTOBER 20, 2021, 6 PM
- 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				

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- 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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021



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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Comprehensive Plan (COMP) Committee



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: September 4, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR AUGUST 31, 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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021



MINUTES
CITY COUNCIL MEETING
AUGUST 31, 2021

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 7:14 p.m. Mayor Pro Tem Cindy Meyer and Councilmembers Terry Lynch, Jim Reed (present by phone until 7:14 p.m.), and Michael Slaughter were present. Councilmember Diana M. Abraham was absent (due to family emergency).

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Scott D. Levine, Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Officer/Investigator Kyle Boles

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Fire Chief Mike Sheff led the pledge.

TEXAS PLEDGE: Public Works Director Gary Machado 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.

Mayor Pettle noted there were no comments from the audience tonight, but there was one (1) emailed public comment from Scott & Theresa Livesay, 7305 Moss Ridge Road, regarding the FY2021-2022 Budget and Tax Rate. The emailed comment will be attached to tonight's meeting minutes. (See Exhibit 1 – Scott & Theresa Livesay's email, dated August 25, 2021.)

ITEMS OF COMMUNITY INTEREST

• PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK

There is a box in the foyer of City Hall to place food donations with an emphasis on peanut butter and jelly September 1-30, 2021, for the North Texas Food Bank.

• Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 8, 2021, 6 PM

The Wednesday, September 8, 2021, Parks & Recreation Commission (P&R) meeting is canceled.

• COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, SEPTEMBER 15, 2021, 6 PM

The Wednesday, September 15, 2021, Comprehensive Plan (Comp) Committee meeting is planned, and the agenda will be available on the City's website, www.parkertexas.us, in early September.

Please mark your calendars for the following upcoming events:

- 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

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- PARKERFEST - SUNDAY, OCTOBER 24, 2021, 3:00 PM to 6:00 PM

INDIVIDUAL CONSIDERATION ITEMS

1. PUBLIC HEARING ON FY2021-2022 BUDGET AND TAX RATE.

Finance/H.R. Director Savage reviewed the FY2021-2022 Tax Rate and FY 2021-2022, stating the first public hearing was tonight, August 31, 2021, and the second public hearing would be September 7, 2021. He then presented a PowerPoint, stating the proposed tax rate is the same as the last few years, \$0.365984 and noting the 2021 Certified Totals. (See Exhibit 2 – Finance/H.R. Manager Savage's FY2021-2022 Tax Rate/FY 2021-2022 Proposed Budget 1st Public Hearing PowerPoint, dated August 31, 2021.)

Finance/H.R. Director Savage asked if anyone had questions. There were no questions.

Mayor Lee Pettle opened a public hearing to receive comments regarding FY2021-2022 Budget and Tax Rate at 7:20 p.m.

No one came forward. The Mayor declared the public meeting closed at 7:21 p.m.

Mayor Lee Pettle stated again there would be a second (2nd) and final Public Hearing for the Budget and Tax Rate on September 7, 2021.

There was no action taken.

ROUTINE ITEMS

2. FUTURE AGENDA ITEMS

Mayor Pettle said the next regularly scheduled meeting would be Tuesday, September 7, 2021.

3. ADJOURN

Mayor Lee Pettle adjourned the meeting at 7:22 p.m.

APPROVED:

Mayor Lee Pettle

Approved on the 21st day
of September, 2021.

ATTESTED:

Patti Scott Grey, City Secretary

PROPOSED

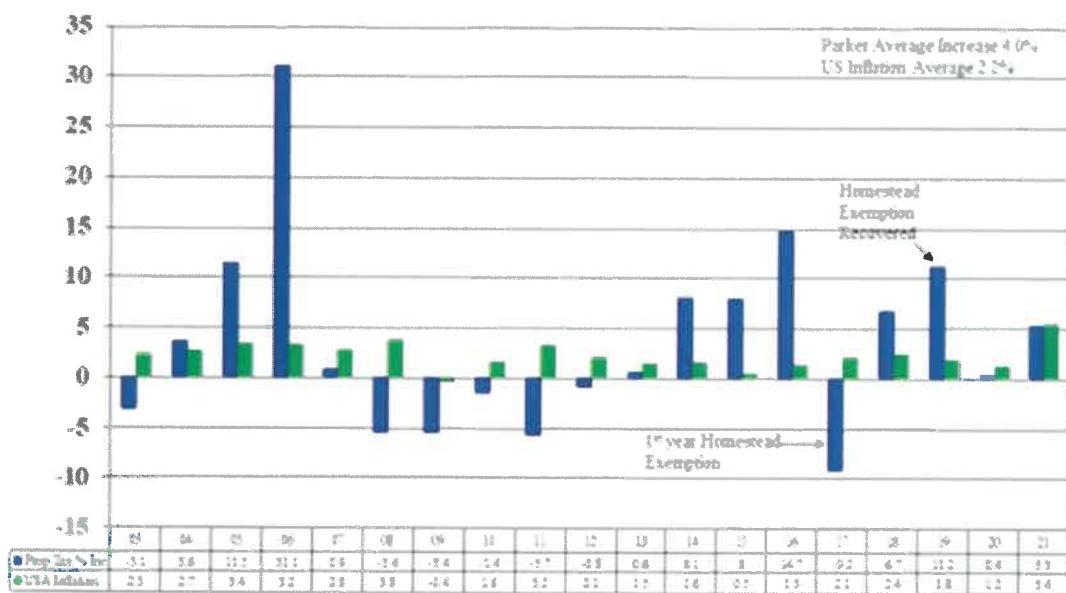
From: Scott & Therese Livesay
To: Patti Grey
Cc: lpettle@aol.com
Subject: Comments Letter for the Aug 31st City Council Budget Review
Date: Wednesday, August 25, 2021 2:40:17 PM
Attachments: image004.png
image007.png

Patti:

Unfortunately I will not be able to attend the Aug 31st City Council meeting. Please enter this to be read during the budget discussions. As Always, Thank you.

Greetings. I am Scott Livesay and live at 7305 Moss Ridge Road in Parker. I would like the following comments and observations read with the public comments during the August 31st City Council meeting discussing next year's budget and tax rate. I developed a comparison looks at the last 20 years, comparing Parker tax increase/decrease to the USA inflation rate and comparing the Parker Tax rate to the valuation trend. The first chart shows that while there are ups and downs in the percentage change, over a 20 year period, Parker increased taxes an average of 4% per year, while the US inflation rate averaged just over 2%, meaning our tax increases out-paced inflation.

Annual Parker Property Tax Percentage Increase Compared to US Inflation – Bureau of Labor Statistics



The second comparison shows that overall, property valuations remained fairly flat for the first 12 years, then over the last 8 years property valuations rose dramatically, close to 50%. During the same first 12 years, Parker raised the tax rate around 35%, but lowered it in years 13 and 14 offsetting some of the tax increase from property valuations. However in year 15 through 20, Parker raised the tax rate to its current tax rate, and reaped the benefit

of increasing tax created from higher property values with the same tax rate applied.

Annual Parker Property Tax Rate Analysis



Noteworthy:

- 1) from 2013 to 2015 Parker offset the increase in property value by reducing tax rate
- 2) in 2017 Parker raised the tax rate 11 percent and held it flat for 6 years
- 3) from 2016 forward Parker has increased taxes 30% while holding the rate flat
- 4) Parker did include a \$50k homestead exemption in 2017, which reduced a 3% increase to 30%.

The question then, is what is the City of Parker doing with the increasing tax revenue generated each year? According to the budget data provided by the City, \$5,349k of Revenue is generated for the General Funds. Of that, \$4,069k goes toward expenses. That leaves \$1,279k which goes into the bank for future use. Within that amount is an increase in property taxes on existing property (not the new buildouts) of over \$200k. In effect, the City of Parker is raising property taxes in order to put more money in the bank for future use. To be honest, the city plan is growing separate funds to offset the financial cost in future years, thereby not having to look to only those future year taxes to cover those costs or having to get bonds to cover the cost. These separate funds are the wastewater fund, solid waste fund, capital projects fund (the largest), parks fund, technology replacement fund, equipment replacement fund, and other fund. It seems like a worthwhile effort to earmark the excess revenue created from property tax within these funds for future expenditures. What I question is the need to continue to increase the taxes on the citizens of Parker to place it in bank accounts for future expenditure. Why not reduce the tax rate to keep the taxes the same as last year, and still have \$1Million of excess revenue with which to increase the funds?

In summary:

- Holding the tax rate is not the same as holding taxes level. It is ultimately the taxing authority that determines how much tax revenue is generated via the tax rate established by the taxing authority (City of Parker).
- Saving for the future is a worthwhile effort, but not by increasing taxes on the citizens when there is already 20% of the revenue going into the pre-funded funds.
- The City of Parker should consider reducing the tax rate similar to what was done in 2013 and 2014 to offset the impact from the rising property valuations

Thank you for your consideration on the above.

Regards:

**Scott Livesay
7305 Moss Ridge Rd**



City Council Work Session

FY 2021-2022

Tax Rate 1st Public Hearing

Tuesday, August 31, 2021



FY 2021-2022 Proposed Tax Rate

1st Public Hearing on Proposed Tax Rate

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

- Although the rate remained the same, the City Council must hold public hearings on the proposed tax rate because it exceeds the “No-New Revenue” or “Voter Approval Tax Rate”.
 - Tuesday, August 31 at 7:00 p.m.
 - Tuesday, September 7 at 7:00 p.m.



FY 2021-2022 Proposed Tax Rate

- Tax Rate

	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 Budget 1st 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



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)
- Budget has been prepared using the current tax rate of \$0.365984 per \$100 of tax assessed value
 - \$0.01 change in property tax affects City budget by \$120,000
 - \$0.01 change in property tax affects average homeowner by \$67.87 (based on average value of home \$678,700)



FY 2021-2022 Proposed Budget

Fund	Fund Title	Total Revenues	Total Expenditures	Net Inc/(Dec)
01	General Fund	5,399,423	5,369,620	29,803
03	Water/Wastewater Fund	3,782,850	3,768,730	14,120
05	Solid Waste Fund	485,690	478,915	6,775
21	Law Enforcement Fund	-	6,947	(6,947)
22	Equipment Replacement Fund	275,000	54,000	221,000
23	Court Security Fund	3,800	3,800	-
24	Court Technology Fund	3,600	2,700	900
25	Child Safety Fund	5,000	5,000	-
26	Police Donations Fund	1,000	2,500	(1,500)
27	Fire Donations Fund	2,150	54,200	(52,050)
28	Technology Replacement Fund	55,000	55,000	-
29	Parks Fund	7,500	7,500	-
40	General Obligations Debt Service Fund	420,991	420,823	168
41	Revenue Bond I&S Fund	555,826	555,826	-
60	Utility Impact Fee Fund	200,000	-	200,000
61	Street Construction Fund	500,000	650,000	(150,000)
62	Utility Construction Fund	-	3,550,000	(3,550,000)
63	Drainage Improvement Fund	100,000	100,000	-
65	Facilities Improvement Fund	350,000	350,000	-
		12,147,830	15,435,561	



Supplementals



FY 2021-2022 Proposed Budget

CITY OF PARKER Supplements FY 2021-22		Description	Cost	Reoccuring	One-time
Item	Department Name				
1	Fire	Replace Fire Hose	5,500	0	5,500
2	Fire	McGrath MAC EMS Laryngoscope	2,700	0	2,700
3	Public Works	Grapple Bucket	6,500	0	6,500
4	Admin	Everbridge	12,490	12,490	-
5	Admin	Swagit	20,340	20,340	-
		TOTAL:	\$ 47,530	\$ 32,830	\$ 14,700



Comments or
Questions?



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: September 4, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Minutes</u>

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR SEPTEMBER 7, 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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021



MINUTES
CITY COUNCIL MEETING
SEPTEMBER 7, 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 7:02 p.m. Mayor Pro Tem Cindy Meyer and Councilmembers Terry Lynch, Jim Reed, and Michael Slaughter were present. Councilmember Diana M. Abraham was absent (due to family emergency).

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Scott D. Levine, Public Works Director Gary Machado, Fire Chief Mike Sheff, and Police Chief Richard Brooks

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Tom Macduff led the pledge.

TEXAS PLEDGE: Don Reynolds led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

• PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK

There is a box in the foyer of City Hall to place food donations with an emphasis on peanut butter and jelly September 1-30, 2021, for the North Texas Food Bank.

• Canceled - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 8, 2021, 6 PM

The Wednesday, September 8, 2021, Parks & Recreation Commission (P&R) meeting is canceled.

• COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, SEPTEMBER 15, 2021, 6 PM

The Wednesday, September 15, 2021, Comprehensive Plan (Comp) Committee meeting is planned, and the agenda is available on the City's website, www.parkertexas.us.

Please mark your calendars for the following upcoming events:

- 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

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.

MOTION: Councilmember Slaughter moved to approve consent agenda items 1 through 4, as presented. Councilmember Reed seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

5. PUBLIC HEARING ON FY2021-2022 BUDGET AND TAX RATE.

Finance/H.R. Director Savage noted the first (1st) Public Hearing for the FY2021-2022 Budget and Tax Rate was on August 31, 2021, at 7:00 p.m. and tonight the second (2nd) and final Public Hearing will be held. Mr. Savage then reviewed the FY2021-2022 Tax Rate and FY 2021-2022, stating the proposed tax rate is the same as the last few years, \$0.365984 and noting the 2021 Certified Totals.

Mayor Lee Pettle opened a public hearing to receive comments regarding FY2021-2022 Budget and Tax Rate at 7:10 p.m. and the following residents came forward to speak:

Andy Redmond, 7275 Moss Ridge Road, said the “No-New-Revenue Tax Rate” of 0.349195 should be adopted instead of the 0.365984 Proposed Tax Rate, stating

home valuations in Parker have increased, which should provide adequate funding for expenses and could possibly be used to pay down debt and obligations.

Scott Livesay, 7305 Moss Ridge Road, agreed with Mr. Redmond, commenting home valuations have increased. Those funds go in the general fund for future use, and he suggested the funds be used for a reduction of the tax rate.

Don Reynolds, 6805 Cheswick Court, said he agreed with Mr. Redmond and Mr. Livesay. Mr. Reynolds questioned the purpose of the "Facility Improvement Fund" and inquired if the City needed \$350,000 in the fund with another \$350,000 for the next year. He asked what the money would be spent on and why it was necessary if the City received a bond for the facility. Mr. Reynolds asked that the City adopt the "No-New-Revenue Tax Rate".

No one else came forward. The Mayor declared the 2nd public hearing to receive comments regarding FY2021-2022 Budget and Tax Rate closed at 7:16 p.m.

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

MOTION: Councilmember Lynch moved to adopt the "No-New-Revenue Tax Rate" of 0.349195. Councilmember Reed seconded with Councilmembers Lynch and Reed voting for the motion and Councilmembers Meyer and Slaughter voting against the motion. With the vote for the motion tied 2-2, Mayor Pettle voted against the motion. Motion failed 2-3.

MOTION: Councilmember Slaughter moved to adopt Ordinance No. 805, and the property tax rate be increased by the adoption of a tax rate of 0.365984 per \$100 valuation (same tax rate as last several years), which is effectively a 4.81 percent increase in the tax. Mayor Pro Tem Meyer seconded with Councilmembers Meyer and Slaughter voting for the motion and Councilmembers Lynch and Reed voting against the motion. With the vote for the motion tied 2-2, Mayor Pettle voted for the motion. Motion carried 3-2.

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

Mayor Pettle asked if there any comments or discussion. There being no additional comments or discussion the following motion was made.

MOTION: Councilmember Reed moved to adopt Ordinance No. 806, adopting the FY2021-2022 Budget. Councilmember Slaughter seconded with Councilmembers Meyer, Reed, and Slaughter voting for the motion and Councilmember Lynch voting against the motion. Motion carried 3-1.

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

Finance/H.R. Director Savage reviewed the amendments to the FY 2020-2021 Operating Budget, with the following correction:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget
General	01-900-8902	Hardware/Software	-	175,981	175,981
General	01-310-8903	Motor Vehicles	-	125,000 90,000	125,000 90,000
Water	03-900-8605	Professional Services	82,000.00	39,710	121,710

MOTION: Councilmember Slaughter moved to adopt Ordinance No. 807, authorizing expenditures and approving amendment(s) to the FY 2020-2021 Operating Budget with the above described correction. Councilmember Lynch seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

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.

MOTION: Councilmember Lynch moved to adopt 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. Councilmember Reed seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

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.

MOTION: Councilmember Slaughter moved to approve staffing adjustments and assignment of responsibilities and personnel within the Police Department of the City of Parker, with City Council confirmation of Police Chief's recommendation of Assistant Police Chief and Support Services Manager. Councilmember Meyer seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

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.

MOTION: Councilmember Slaughter moved to table action on item #9, regarding the modification of current city policies related to the replacement of capital equipment and city vehicles, as further research is needed. City Administrator Olson will research this issue and bring recommendations and a resolution back to Council. Councilmember Slaughter also asked that other associated resolutions, regarding City equipment and vehicles be included in the backup information. If there are no other resolutions, generalize the item to capture various departments and capital items.

Councilmember Lynch seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

ROUTINE ITEMS

10. UPDATE(S)

- SWAGIT

City Administrator Olson advised tonight, Tuesday, September 7, 2021, was super Tuesday for SWAGIT, due to Texas cities passing their budgets and tax rates. Therefore, it will take SWAGIT a little time to get every city's video/agenda uploaded. It will be posted as soon as possible, although categorizing each agenda item may be a little delayed.

- THOROUGHFARE & OTHER MAPS UPDATE

Public Works Director Machado said work is in progress on the maps. City Administrator Olson said he would like to have all the map information updated by the Comprehensive Plan (Comp) Committee - Wednesday, September 15, 2021, 6 PM, at City Hall.

- 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

Mayor Pettle, on behalf herself, City Council, City and City Staff, thanked Ms. Wolniewicz and Garrett for their kind and generous donations.

11. FUTURE AGENDA ITEMS

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

Hearing no requests, Mayor Pettle encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, September 21, 2021.

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

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.

Mayor Lee Pettle recessed the regular meeting to Executive Session at 8:35 p.m.

13. RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 8:54 p.m.

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

There was no action taken in Executive Session.

MOTION: Councilmember Slaughter moved, regarding Cause No. 471-03156-2020, Council authorizes City Administrator Olson to contact legal counsel to enter into an interlocutory agreed judgment. Councilmember Lynch seconded with Councilmembers Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 4-0.

15. ADJOURN

Mayor Lee Pettle adjourned the meeting at 8:56 p.m.

PROPOSED

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 21st day
of September, 2021.

PROPOSED



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared: September 3, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Res. No. 2016-520, passed and approved August 30, 2016</u> • <u>Farmers Electric Charitable Foundation letter, dated August 12, 2021 [with a copy of the check]</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION IN THE AMOUNT OF \$1,000 FROM FARMERS ELECTRIC CHARITABLE FOUNDATION FOR THE FIRE DEPARTMENT.

SUMMARY

The Mayor and Council will consider accepting a donation in the amount of \$1,000 from Farmers Electric Charitable Foundation for the Fire Department.

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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

RESOLUTION NO. 2016-520
(Acceptance of Gifts to the City by the Mayor)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT, OR REJECT, GIFTS TO THE CITY OF PARKER OF A VALUE OF \$500.00 OR LESS; AND REQUIRING A RECORD TO BE KEPT BY THE CITY OF ALL ACCEPTED OR REJECTED GIFTS.

WHEREAS, the prior policy of the City of Parker has been for the City to take formal action regarding the proposed donation of all gifts to the City of Parker, and

WHEREAS, the City Council has determined that gifts to the City of a value of \$500.00 or less could be accepted, or rejected, by the Mayor at the Mayor's discretion, and

WHEREAS, all other gifts, and all gifts including any form of real estate, shall continue to be placed on the City Council Agenda;

NOW, THEREFORE BE IT RESOLVED by the City Council by the City of Parker, Texas as follows:

1. The Mayor is authorized to accept or reject in writing all gifts offered to the City of Parker of a monetary value of \$500.00 or less, and excluding all other gifts; including any form of real estate. The Mayor may make such inquiry as to the nature and purpose of the gift as the Mayor requires.
2. All gifts of a value of more than \$500.00, or which include real estate, shall be placed on the City Council Agenda for formal approval, or rejection, by vote of the City Council.
3. A written or electronic record of each and every gift offered to, and either accepted or rejected by the City of Parker shall be maintained as a public record. The minutes of a city council meeting are sufficient.

Resolved this 30th day of August, 2016.



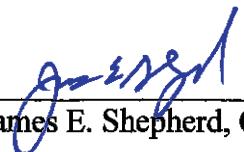
Marshall, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



James E. Shepherd, City Attorney



Farmers Electric Charitable Foundation

August 12, 2021

Chief J. Kendrick
Parker VFD
5700 E. Parker Road
Parker, TX 75002

Re: Contribution from Farmers Electric Charitable Foundation

Chief Kendrick,

Enclosed is a \$1,000 contribution to be used as your organization sees fit.

This donation comes from the Farmers Electric Charitable Foundation on behalf of the Board of Directors, the staff and the more than 58,000 members of Farmers Electric Cooperative.

Thank you for your work to protect the lives and livelihoods of the people in our communities.

Sincerely,

A handwritten signature in blue ink that reads "Mark Stubbs".

Mark Stubbs
Executive Director

2000 Interstate Highway 30 East
Greenville, TX 75402
(903) 455-1715

FARMERS ELECTRIC CHARITABLE FDN.
2000 I-30 EAST
GREENVILLE, TX 75402

Meeting Date: 09/21/2021 Item 3.

DATE: August 11, 2021

Check # 3210977110

PAY
TO THE
ORDER OF **Parker VFD**

\$1,000.00

One Thousand and 00/100***** DOLLARS

ENWOOD

NATIONAL BANK
DALLAS, TX
214/259-2881

FOR **VFD Support**

Photo
Stamp
Date
Initials



Council Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared: September 3, 2021
Exhibits:	<ul style="list-style-type: none"> • <u>Proposed Resolution</u> • <u>Collin Central Appraisal District letter, dated September 7, 2021</u> • <u>Texas Property Tax Code § 6.03</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-678, REGARDING NOMINATION OF A BOARD OF DIRECTOR POSITION FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT.

SUMMARY

Please review information provided and be prepared to nominate one (1) to five (5) board candidates for the Collin County Central Appraisal District's Board of Directors to serve two-year terms, with the next term beginning January 1, 2020, in accordance with Texas Property Tax Code § 6.03. This is Step 1: Nominations.

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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

RESOLUTION NO. 2021-678
(Collin County Appraisal District Board Nomination(s))

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS;
 NOMINATING _____ AS A CANDIDATE OR CANDIDATES FOR
 THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.**

WHEREAS, in accordance with the Texas Property Tax Code at Section 6.03, the Collin County Appraisal District's five (5) directors are to be appointed by the taxing units that participate in the District; and

WHEREAS, each taxing unit may nominate one (1) to five (5) board candidates; and,

WHEREAS, the nomination(s) must be made in an open meeting and a written resolution from the presiding officer of your governing body must be delivered to the Chief Appraiser by October 14, 2021; and,

WHEREAS,

1. _____ ;
2. _____ ;
3. _____ ;
4. _____ ;
5. _____ ;

meet(s) the qualifications and has/have expressed an interest in serving on the District's Board of Directors;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Parker, Texas that:

The City Council of the City of Parker, Texas authorizes the Mayor to execute and deliver this Resolution to the Chief Appraiser of the Collin County Appraisal District making the following nomination(s) as a candidate or candidates for the District Board of Directors:

1. Name: _____ Address: _____ Parker, Texas Zip _____	2. Name: _____ Address: _____ Parker, Texas Zip _____
3. Name: _____ Address: _____ Parker, Texas Zip _____	4. Name: _____ Address: _____ Parker, Texas Zip _____
5. Name: _____ Address: _____ Parker, Texas Zip _____	

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of September, 2021.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

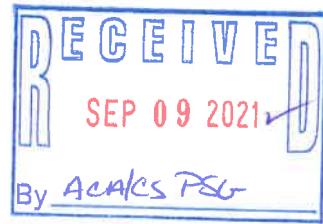
Scott D. Levine, Interim City Attorney

Proposed

Collin Central Appraisal District

September 7, 2021

Patti Scott Grey, City Secretary
City of Parker
5700 East Parker Road
Parker, TX 75002



RE: Election of Collin Central Appraisal District Board of Directors

Dear Ms. Grey:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2022.

Step 1: Nominations

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2021. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Step 2: Allocation of Votes

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

Step 3: Delivery of Ballots

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

Step 4: Taxing Units Cast Their Votes

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2021.

Step 5: Election Results

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2021.

Notes:

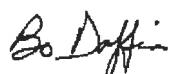
The October 14th and December 14th deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2021 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14th deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin
Chief Appraiser

Texas Tax Code - TAX § 6.03. Board of Directors

Current as of April 14, 2021, | Updated by [FindLaw Staff](#)

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under [Section 6.05\(b\)](#) or if the commissioners court of the county enters into a contract under [Section 6.24\(b\)](#).

To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

- (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;
- (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and
- (4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation

districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) Repealed by [Acts 2007, 80th Leg., ch. 648, § 5\(4\)](#).



Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:		Date Prepared:	September 14, 2021
Exhibits:	1. <u>Republic Changes</u> 2. <u>Waste Connections</u>		

AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION REGARDING ONE OR MORE OF THE FOLLOWING MATTERS: (1) CANCELLATION OF REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE COLLECTION AND DISPOSAL WHICH CLOSED ON SEPTEMBER 17, 2021; (2) SELECTION OF A SUCCESSFUL BIDDER ARISING FROM THE RFP FOR SOLID WASTE COLLECTION AND DISPOSAL WHICH CLOSED ON SEPTEMBER 17, 2021; AND/OR APPROPRIATE ACTION OR CONSIDERATION REGARDING THE POTENTIAL RENEWAL OR CANCELLATION OF REPUBLIC SOLID WASTE AGREEMENT.

SUMMARY

The City of Parker posted on the city website and advertised the RFP for Solid Waste Collection and disposal in the Dallas Morning News. As of the close of the RFP ending September 17, 2021, at 2 p.m. we received 2 submittals. The companies which submitted RFP's are Republic Service and Waste Connections Lone Star. Republic Services and Waste Connections Lone Star, on the face appears to have met the minimum requirements for the RFP. Included with the backup documentation item is the charge sheets.

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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION and PROCESSING

The proposal amount is for a Base Proposal only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal, and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection and Processing for the City of Parker, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

****INITIAL PRICE PER CART (Give totals for all three):**

\$ 0

BASE PROPOSAL (Residential):

A. Fully Automated Solid Waste Collection

Once a Week Collection, Two (2) 90-95 Gallon Polycarts

\$ 12.27

B Recyclable Materials Collection and Processing

Once a Week Collection, One (1) 90 – 95 Gallon Polycart

\$ 5.68

C. Solid Waste Removal Service at:

City Hall, Police Station, Fire Stations,
and other municipal facilities as needed.

\$ FREE

D. 10 cubic yards of bulk or yard waste per resident monthly.

\$ 2.18

****TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL:**

\$ 20.13

Alternate 1 Bulky Waste Collection*

Bimonthly Collection - 5 YARD LIMIT

\$ 3.52

Alternate 2 Residential Household Hazardous Waste Collection

Once per year or semi-annually

1X 2X

\$.75 / \$ 1.50

Alternate 3 30-yard roll off container, as needed at City Hall, per unit.

\$ 240.96

Alternate 4 Recycle Bank program cost, if any.

\$ N/A

NOTE - Roll off = 35.00 per ton not included in price.

10 FREE Roll off hauls per year.

ADDITIONAL CART - \$ 8.52

SPECIAL Brush Pickup - \$ 100.00 per hour \$ 5.00 per ton

CITY OF PARKER'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION and DISPOSAL/RECYCLABLE MATERIALS COLLECTION and PROCESSING

The contractor is welcome to propose services and prices in the alternates that reasonably match the alternate Proposal item descriptions, and which are calculated by the contractor to be efficient and economical for both the city and contractor.

C. Payment to the Contractor shall be as follows:

City shall bill the Customers, and shall pay Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered.

Commercial Matrix

Please provide your costs for services requested below:

Size/PickUp	<u>1x Week</u>	<u>2x Week</u>	<u>Bi-Monthly</u>	<u>Monthly</u>
8 Cu Yd.	153.34	255.88	N/A	N/A
30 Cubic Yard Per Haul	240.96	35.00 PER TON		105.00 RENTAL

10 FREE HAULS PER YEAR (30 YARD)

2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum Proposal entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Proposal only. The city is to decide which alternates if any would be added to the base Proposal. It is the intent of the proposal to determine the lowest possible cost without regard to billing fees. All and/or billing fee will be determined by the City and added to the base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal, and/or Billing Fee.

Three (3) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste and Recycling". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

Service Rates Supplemental charges**Frontload**

DEL (Commercial Delivery)	132.61
EXC (Commercial Exchange)	132.61
EXY (Extra Yards)	43.50
REL (Commercial Relocation)	79.57
REM (Commercial Removal)	132.61
LRN (Lock) - per pickup	2.66
GAT (Gate Fee) - per pickup	2.66
CAS (Casters) - per pickup	5.30

Rolloff

DEL (Open Top)	132.61
DRY (Dry Run)	180.35
Liner	37.13
REL (Open Top Relocation)	132.61
REM (Open Top Removal)	132.61
Rental (Construction Cont)	169.74
WAS (wash)	265.23

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF PARKER, TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION and PROCESSING BY:

FIRM NAME: ALLIED WASTE SYSTEMS INC. DBN
REPUBLIC SERVICES OF PLANO

ADDRESS: 4200 E. 14th PLANO, TX 75074

TELEPHONE: 972.880.0276 ZIP 75074

ZIP 75074

AUTHORIZED SIGNATURE

Amy Adcox
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

GENERAL MANAGER
TITLE

DATE September 7, 2021

LEGAL STATUS OF CORPORATION:

JOINT VENTURE

PARTNERSHIP

CORPORATION

For more information, contact the Office of the Vice President for Research and the Office of the Vice President for Student Affairs.

**CITY OF PARKER'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION and
DISPOSAL/RECYCLABLE MATERIALS COLLECTION and PROCESSING**

Page 16

Contractor's Initial _____

**SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION and PROCESSING**

The proposal amount is for a Base Proposal only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal, and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection and Processing for the City of Parker, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Base Bid

****INITIAL PRICE PER CART (Give totals for all three):** \$ 11.00, 5.00, 5.00

BASE PROPOSAL (Residential):

A.	<i>Fully Automated Solid Waste Collection</i>	
	Once a Week Collection, Two (2) 90-95 Gallon Polycarts	<u>\$ 16.00</u>
B	<i>Recyclable Materials Collection and Processing</i>	
	Once a Week Collection, One (1) 90 – 95 Gallon Polycart	<u>\$ 5.00</u>
C.	<i>Solid Waste Removal Service at:</i>	
	City Hall, Police Station, Fire Stations, and other municipal facilities as needed.	<u>\$ 0.00</u>
D.	<i>10 cubic yards of bulk or yard waste per resident monthly.</i>	<u>\$ 10.00</u>

****TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL:** \$ 31.00

Alternate 1	<i>Bulky Waste Collection*</i>	
	Bimonthly Collection	<u>\$ No Bid</u>
Alternate 2	<i>Residential Household Hazardous Waste Collection</i>	
	Once per year or semi-annually	<u>\$ No Bid</u>
Alternate 3	<i>30-yard roll off container, as needed at City Hall, per unit.</i>	
		<u>\$ 0.00</u>
Alternate 4	<i>Recycle Bank program cost, if any.</i>	
		<u>\$ No Bid</u>

**SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION and PROCESSING**

The proposal amount is for a Base Proposal only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal, and/or Billing Fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection and Processing for the City of Parker, Texas, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Alternate Bid

****INITIAL PRICE PER CART (Give totals for all three):** \$ 11.00, 5.00, 5.00

BASE PROPOSAL (Residential):

A.	Fully Automated Solid Waste Collection	
	Once a Week Collection, Two (2) 90-95 Gallon Polycarts	<u>\$ 16.00</u>
B	Recyclable Materials Collection and Processing	
	Once a Week Collection, One (1) 90 – 95 Gallon Polycart	<u>\$ 5.00</u>
C.	Solid Waste Removal Service at:	
	City Hall, Police Station, Fire Stations, and other municipal facilities as needed.	<u>\$ 0.00</u>
D.	4 cubic yards	
	10-cubic yards of bulk or yard waste per resident monthly.	<u>\$ 3.00</u>
	\$12.50/ yard on bulk or yard waste over 4 cubic yards	

****TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL:** \$ 24.00

Alternate 1	Bulky Waste Collection*	
	Bimonthly Collection	<u>\$ No Bid</u>
Alternate 2	Residential Household Hazardous Waste Collection	
	Once per year or semi-annually	<u>\$ No Bid</u>
Alternate 3	30-yard roll off container, as needed at City Hall, per unit.	
		<u>\$ 0.00</u>
Alternate 4	Recycle Bank program cost, if any.	
		<u>\$ No Bid</u>

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF PARKER, TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION and PROCESSING BY:

FIRM NAME: Waste Connections Lone Star, Inc

ADDRESS: 2138 Airport Road McKinney, Texas

TELEPHONE: (469) 452-8000

ZIP 75069

~~AUTHORIZED SIGNATURE~~

Larry Meany

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

District Manager

TITLE

09/08/2021

DATE

LEGAL STATUS OF CORPORATION:

INDIVIDUAL

PARTNERSHIP

CORPORATION X

JOINT VENTURE

**CITY OF PARKER'S REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION and
DISPOSAL/RECYCLABLE MATERIALS COLLECTION and PROCESSING**

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Contractor's Initial

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Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: September 14, 2021
Exhibits:	<ol style="list-style-type: none"> 1. <u>Proposed Resolution</u> 2. <u>Sample Commercial Electricity Service Agreement (CESA)</u> 3. <u>2023 Contract – City of Parker</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-679, AUTHORIZING TCAP TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT; AUTHORIZING TEXAS COALITION FOR AFFORDABLE (TCAP) TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR DELIVERIES OF ELECTRICITY EFFECTIVE ON OR AFTER OCTOBER 15, 2021; AND ADOPTING GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023.

SUMMARY

The City of Parker currently has a contract with GEXA ENERGY providing electricity for 0.04314 per kWh. The City of Parker staff is asking to enter into a bridge contract to get the city to January of 2023. The bridge contract would take the city to January of 2023, where the rates will begin to stabilize for the City of Parker. This would then allow us to get on the TCAP contract which begins with their prepurchase electricity pricing and averaging, which was discussed at the May City Council meeting. The new purchase price of electricity with TCAP from middle October to the end of December will be lower than 0.06748 per kWh (based on today's rates) that was quoted from GEXA. The price of electricity has steadily risen over the last several months beginning in February with the winter storm and Hurricane IDA on the Louisiana coast. The price over this time period have fluctuated where we never saw the annual lower rate come through because of the climate challenges for our area.

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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

RESOLUTION NO. _____*(Texas Coalition For Affordable [TCAP] – Electric Supply Agreement)***RESOLUTION OF THE CITY OF PARKER, TEXAS
AUTHORIZING TCAP TO NEGOTIATE AN ELECTRIC
SUPPLY AGREEMENT; AUTHORIZING TCAP TO ACT AS
AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A
CONTRACT FOR DELIVERIES OF ELECTRICITY
EFFECTIVE ON OR AFTER _____; AND
ADOPTING GEXA ENERGY'S COMMERCIAL ELECTRIC
SERVICE AGREEMENT FOR POWER TO BE PROVIDED
ON AND AFTER JANUARY 1, 2023.**

WHEREAS, the City of Parker, Texas, is a member of Texas Coalition For Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, the negotiation for electricity by the corporation should result in lower, more stable electricity costs to the City of Parker, Texas; and

WHEREAS, TCAP will arrange for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program (“SHP”) that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement (“CESA”) offered by a Retail Electric Provider (“REP”); (Exhibit A) and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (Exhibit B); and

WHEREAS, the City desires to participate in the SHP.

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

SECTION 1. The City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City’s load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP’s Executive Director or President or other TCAP representatives authorized by the TCAP Board.

SECTION 2. The TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City’s electricity needs as a member of TCAP for the period beginning no earlier than _____ through 2022.

SECTION 3. All Resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 4. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 5. This Resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

SECTION 6. That the Mayor/City Administrator is authorized to sign Exhibit A, Gexa Energy's CESA for the period through December 31, 2022, and Exhibit B, Gexa Energy's CESA for power on and after January 1, 2023, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this 21st 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

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

(Fixed Price Around the Clock)

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and the _____, Texas ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s). Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Term.

(a) Effective Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date, which will occur either on or after the Expected Start Date stated in Attachment B for any new customer or if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa, until December 31, 2022 (that period, the "**Term**"). The end of the Term for each respective ESI ID is the meter read date occurring in December 2022. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that any credit is subject to the aggregate limit for all TCAP customers stated in Exhibit A to the First Amendment of the REP Services Agreement between Gexa and TCAP, and that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.4 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change. If, in

Gexa's reasonable judgment, i) the addition is a separately metered load having (a) a peak less than 0.25 MW at all times during the first twelve months following commercial operation expected to be less than 0.125 MW during the first twelve months following commercial operation; or ii) does not result in a net increase of (a) 0.25 MW in peak demand or (b) 0.125 MW in average usage for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load having (a) a peak demand expected to be in excess of 0.25 MW at any time during the first twelve months following commercial operation, (b) an annual average expected to be in excess of 0.125 MW during the first twelve months following commercial operation, or (c) results in a net increase of 0.25 MW in peak usage or 0.125 MW of average annual usage after consideration of any contemporaneous offsetting load decreases, as per the Letter Agreement (defined below), Gexa shall provide service to that account in accordance with the terms and conditions for Special Loads as stated in the April 27, 2011 Letter Agreement, as amended (and via a Special Load Addendum thereto), among NEPM II, LLC, as assignee of NextEra Energy Power Marketing, LLC, ("PMI"), and Texas Coalition for Affordable Power ("TCAP") and Gexa (the "Letter Agreement"), and the April 27, 2011 Master Power Purchase and Sale Agreement Confirmation between PMI and Gexa, as amended (the "Confirmation"). Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

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SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) The Energy Price for the period commencing January 1, 2018 and ending December 31, 2022 is equal to \$_____/MWh. For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

(b) The Energy Price shall include a charge intended to reflect (i) the anticipated Ancillary Services charges and (ii) the anticipated difference between the Load Zone price for the applicable load zone(s) in which the load is located and the appropriate trading hub price for those zone(s) (that charge the "Ancillary Services and Nodal Basis Rate"). Gexa shall charge or credit Customer, as appropriate, for the difference between the Ancillary and Nodal Basis Rate and the actual costs for each item incurred to serve TCAP customers (that charge or credit the "Ancillary Services and Nodal Basis Adjustment"). Ancillary Services and Nodal Basis Adjustments are calculated and charged or credited on a quarterly basis. Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(c) If, during the Term, the aggregate TCAP load within an ERCOT defined load zone is greater than the Excess Load Amount under Schedule I of the Letter Agreement or less than the Shortfall Load Amount under Schedule I of the Letter Agreement, the Customer may be subject to its pro-rata share of the TCAP Aggregate Load Threshold Adjustment. Load Threshold Adjustments are calculated on a monthly basis and charged or credited on a quarterly basis and Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(d) If, during the Term, the Loss Factor as provided in the Letter Agreement, which represents the multiplier required to account for the difference between Customers load at its meter and the load required at the wholesale level to serve Customer (primarily transmission and distribution line losses), differs from the actual loss factor, then Gexa shall charge or credit Customer, as appropriate, for the difference between the Loss Factor and the actual loss factor (that charge or credit the "Loss Factor Adjustment"). Loss Factor Adjustments are calculated and charged or credited on an annual basis. Gexa shall compute and collect or credit them in the manner specified in the Letter Agreement.

2.2 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes.

2.3 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the

due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary to determine the accuracy of the invoice available to Customer during normal business hours; provided, however, that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.3 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial Aggregator Fee is \$0.0008 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.4 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the amount determined as follows: the result of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") times the REP Services Fee specified in the REP

Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transaction is terminated as a result of a default by PMI (“**Wholesale Supply Failure**”), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Transaction Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the result of the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery (“**Gexa Terminated Usage**”) times the REP Services Fee specified in the REP Services Agreement (that result the “**Gexa Early Termination Damages**”). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transaction is terminated then Gexa shall calculate the portion of the Termination Payment (as defined in the EEI Master Agreement) paid under the Wholesale Transaction attributable to Customer's load (the “**Wholesale Transaction Termination Payment**”). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If Gexa owes PMI a Termination Payment under the Wholesale Transaction, Customer shall pay Gexa the portion of the Termination Payment attributable to Customer's load. If PMI owes Gexa a Termination Payment under the Wholesale Transaction, Gexa shall pay Customer the portion of such Termination Payment attributable to Customer's load. To the extent a Termination Payment due from Gexa to PMI is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from PMI. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from PMI that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

a. If to Customer:

b. If to Gexa:

Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

a. If to Customer:

b. If to Gexa:
 Gexa Energy, LP
 20455 State Highway 249, Suite 200
 Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
4. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
5. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
6. **“ERCOT”** means the Electric Reliability Council of Texas.
7. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
8. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
9. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term.
10. **“kWh”** means kilowatt hour.
11. **“LMP” or “Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
12. **“Market Rate”** means 140% of the load-weighted average of the hourly LMPs at the corresponding trading hub, as determined for any delivery period.
13. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.

14. **“Nodal Congestion”** means the positive difference in price between the real-time set determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

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15. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.

16. **“PUCT”** means Public Utility Commission of Texas.

17. **“Special Loads”** has the meaning given it in the Letter Agreement.

18. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

19. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

20. **“TDSP” or “Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

21. **“Wholesale Transaction”** means the transaction evidenced by the Confirmation whereby Gexa will purchase and PMI will provide full requirements energy and related services necessary to satisfy electricity consumption of TCAP members as served by retail provider Gexa.

Attachments:

Attachment A

Terms and Conditions of Service

Attachment B (for new TCAP Customers only)

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER: [REDACTED], Texas	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service

Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED

BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. **Confidential Information** means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. **Authorized Parties** means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or

acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by PMI under the Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the Letter Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and **City of Parker** ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("**TCAP**"), and has entered into the Professional Services Agreement (the "**PSA**") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "**Term**"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("**Termination Notice**"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.4 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this

Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by the current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

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(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "Wholesale Transaction").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

(a) Energy Manager shall have the right to reconcile the revenues received from the Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.

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(b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's

4.2 Deposits and Other Security. A Party (the "Requesting Party") may require the other Party (the "Providing Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "Appropriations Failure"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "Customer Early Termination Damages"). The "Retail Termination Payment" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancelation or refusal of electric supply delivery ("Customer Terminated Usage") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "QSE Services Termination Payment" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "Quarterly and Annual Adjustment Payment" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("Wholesale Supply Failure"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("Gexa Terminated Usage") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "Gexa Early Termination Damages"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "Wholesale Transaction Termination Payment"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer (type customer address below):

City of Parker
5700 E Parker Rd
Parker, TX 75002

- b. If to Gexa:

Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer (type customer address below):

City of Parker
5700 E Parker Rd
Parker, TX 75002

- b. If to Gexa:

Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

Meeting Date: 09/21/2021 Item 6.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP” or “Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
18. **“PUCT”** means Public Utility Commission of Texas.

19. **“Project Settlement Payment”** means the Project Settlement Payment as defined in Schedule I to this Agreement.

Meeting Date: 09/21/2021 Item 6.

20. **“QSE Services Fee”** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **“REP Services Agreement”** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **“REP Services Fee”** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **“TDSP” or “Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

“

Attachments:

Attachment A

Terms and Conditions of Service

Attachment B (for new TCAP Customers only)

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below): City of Parker	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service

Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. "Confidential Information" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "Authorized Parties" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



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: September 4, 2021
Exhibits:	<p><u>ANNUAL REVIEW</u></p> <ul style="list-style-type: none"> • Parker Parks and Recreation (P&R) Commission <p><u>Departmental Reports</u></p> <ul style="list-style-type: none"> • Building/Code (AUG) • Court (AUG) • Finance (monthly financials) (AUG) • Police (AUG) • Republic Waste (AUG) • PIWIK (AUG)

AGENDA SUBJECT

UPDATE(S):

- ANNUAL REVIEW
 - PARKER PARKS AND RECREATION COMMISSION
- MONTHLY/QUARTERLY REPORTS
 - DEPARTMENT REPORTS- BUILDING/CODE (AUG), COURT(JUL-AUG), FINANCE (monthly financials)(AUG), POLICE(AUG), REPUBLIC WASTE(AUG), AND WEBSITE(AUG)
- CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE [LYNCH/REED]
 - DRAINAGE *[Except Poco Estados, Moss Ridge & Easy Acres – Drainage for these areas continue under Mayor Pro Tem Meyer.]*
 - INFRASTRUCTURE
- CODE BOOK [MEYER]
- COMPREHENSIVE PLAN COMMITTEE [SLAUGHTER]
- EMERGENCY COMMUNICATION COMMITTEE [ABRAHAM]
- MUNICIPAL COMPLEX [PETTLE/COUNCIL]
- LEGISLATIVE UPDATES [OLSON]
- NEW RESIDENT PACKET [MEYER]
- NEWSLETTER [MEYER]
- NOISE COMMITTEE [OLSON]
- NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]
- PUMP STATION [MACHADO]
- RISK AND RESILIENCE ANALYSIS AND EMERGENCY RESPONSE PLAN UPDATE [MACHADO/BIRKHOFF]

- SALES TAX [MEYER]
- SUBDIVISION(S) [MACHADO]
- THOROUGHFARE & OTHER MAPS UPDATE [MACHADO]
- 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]
 - Martha and Mark Martin donate popcorn estimated value is \$80.00.
 - The Turrentine Family donated Tiff's Treats estimated value is \$85.00
 - Pastor Kelly First Presbyterian Church donated Mini Candy Bars estimated value is \$20.00

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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Bancovsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021



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: September 4, 2021
Exhibits:	<u>ANNUAL REVIEW</u> <ol style="list-style-type: none"> 1. <u>2020-2021 Parks and Recreation(P&R) Commission Annual Report</u> 2. <u>August 20, 2019, City Council Meeting Minutes Excerpt</u>

AGENDA SUBJECT

PARKER PARKS AND RECREATION (P&R) COMMISSION

SUMMARY

Please review the information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

2020-2021 City of Parker Parks and Recreation Commission Annual Update

Dear Mayor and City Council,

COVID still has limited our progress but we have continued to move forward as best we can. Our accomplishments:

1. Holidaze 2020 – This event occurred in November 2020. There was Santa, a Tree Lighting, Reindeer, Food Trucks and so on. It was so successful that the city ran out of parking spots and the Police counted over 200 cars. I would like to thank Kimberly Hinshaw, Leanne Turrentine, Pier Burgess, Matt Boggs, Signazon, and Southfork Ranch for their donations. Also, I want to thank the citizens of Parker for donating food at the event for both 5 Loaves and Minnie's Pantry.
2. ParkerFest – This event is in the planning stages right now and scheduled for Sunday October 24th.
3. Tree Lighting 2021 – Since ParkerFest is so late in the year, we are not going to also do a full Holidaze event. Instead we are currently looking into a small tree lighting event on Sunday, November 28th.
4. Great American Cleanup – The first two times we attempted this it rained. The third attempt was the charm. We used supplies donated by Lowes last year and Keep Texas Beautiful this year. This was 100% volunteer event with no city funds or staff used. The preserve as well as the city hall grounds were cleaned up. We intend to make this an annual event.
5. Wildflowers – We have two Wildflowers areas near the Gazebo. One area is a mixture of different flowers. The other was bluebonnets. Thanks go to Cherie Ware for leading this project as well as donating some of the seeds. Also, additional thanks go to Kimberly Hinshaw for seed donations and Ed Standridge

for providing his time and equipment to till the area. Parks and Recreation is continuing the maintenance of this area.

6. Preserve Maintenance – We have continued identifying issues with city staff resolving them.
7. Boy scouts – Logan Donaghy, a Parker Boy scout, has designed and will be building a replacement much larger billboard over the Grey Lane side of the Preserve. We have a subcommittee that is working on the signage that will be on the billboard.
8. First Responders Sign – We plan on putting out the signs thanking First Responders again after ParkerFest just in time for First Responders Day.

Finally, I want to thank all the commissioners, alternates, and city staff. They all have been wonderful to work with.

Billy Barron
Chair, Parks and Recreation Commission

August 20, 2019 City Council Meeting Minutes Excerpt

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 766, REINSTITUTING THE PARKER PARKS AND RECREATION COMMISSION. [PETTLE/OLSON/SHELBY] [TABLED – 10082018 AND 06182019]

Mayor Pettle said when she discussed the issue of the **annual review** of the Parks and Recreation Commission with City Attorney Shelby he indicated the matter was best handled with the Future Agenda Items rather than being a part of the ordinance.

MOTION: Councilmember Smith moved to approve Ordinance No. 766, reinstating the Parker Parks and Recreation (P & R) Commission, noting the **annual review** would be handled on the Future Agenda Items rather than be stated in the Ordinance. Councilmember Taylor seconded with Councilmembers Abraham, Meyer, Smith, Standridge, and Taylor voting for the motion. Motion carried 5-0.

Mayor Pettle thanked everyone who helped with the reestablishment of the Parks and Recreation (P & R) Commission.

Kimberly Hinshaw, 5208 Estate Lane, conveyed how excited she is to see the Parks and Recreation Commission reinstated and to be involved with it. Ms. Hinshaw said she had lots of ideas for the community as far as activities and beautification projects. She said she was a longtime resident, and that Parker was featured in D Magazine as the best little city in North Texas, partially due to the city's beautification and community efforts.



PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021) FOR CITY OF PARKER TEXAS

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
Building (Residential)	Accessory Structure	BLDR-000888-2021	\$0.00		360638	4307 SYCAMORE LN, PARKER, TX 75002	1,800	08/03/2021	08/10/2021	02/07/2022		Accessory/Outbuilding Permit fee	\$200.00	\$0.00
												Electrical Square Footage Fee	\$54.00	\$0.00
													\$254.00	\$0.00
	Addition	BLDR-000829-2021	\$0.00		2753397	4502 WHITESTONE, PARKER, TX 75002	866	07/02/2021	08/04/2021	01/31/2022		Mechanical Square Footage Fee	\$25.98	\$25.98
												Electrical Square Footage Fee	\$25.98	\$25.98
												New/Addition Construction Base Fee	\$500.00	\$500.00
													\$551.96	\$551.96
		BLDR-000880-2021	\$0.00		2090441	5306 CREEKSIDE CT, PARKER, TX 75094	2,191	07/30/2021	08/18/2021	02/14/2022		New/Addition Construction Base Fee	\$1,125.00	\$0.00
												Mechanical Square Footage Fee	\$65.73	\$0.00
												Electrical Square Footage Fee	\$65.73	\$0.00
												Plumbing Square Footage Fee	\$65.73	\$0.00
													\$1,322.19	\$0.00
		BLDR-000882-2021	\$0.00		2136296	5901 WESSEX, PARKER, TX 75002	173	07/30/2021	08/10/2021	02/07/2022		Electrical Square Footage Fee	\$5.19	\$5.19
												New/Addition Construction Base Fee	\$250.00	\$250.00
													\$255.19	\$255.19
		BLDR-000887-2021	\$0.00		2040004	4605 SPRINGHILL ESTATES, PARKER, TX 75002	224	08/03/2021	08/11/2021	02/07/2022		New/Addition Construction Base Fee	\$250.00	\$250.00
												Electrical Square Footage Fee	\$6.72	\$6.72
													\$256.72	\$256.72
	Driveway / Culvert	BLDR-000868-2021	\$0.00		359212	4210 CHURCH, PARKER, TX 75002	0	07/21/2021	08/25/2021	02/21/2022		Driveway / Culvert Fee	\$75.00	\$75.00
													\$75.00	\$75.00
	Fence	BLDR-000804-2021	\$0.00		2776724	5401 CHEYENNE, PARKER, TX 75002	0	06/17/2021	08/18/2021	02/14/2022		Fence Permit Fee	\$75.00	\$75.00

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
													\$75.00	\$75.00
		BLDR-000891-20 21	\$0.00		2728182	5301 BARRINGTON, PARKER, TX 75002	0	08/05/2021	08/10/2021	02/07/2022		Fence Permit Fee	\$75.00	\$75.00
		BLDR-000913-20 21	\$0.00		2732174	6700 ERIN LN, PARKER, TX	0	08/16/2021	08/18/2021	02/14/2022		Fence Permit Fee	\$75.00	\$0.00
		BLDR-000918-20 21	\$0.00		2776709	5217 KIRKDALE, PARKER, TX 75002	0	08/17/2021	08/30/2021	02/28/2022		Fence Permit Fee	\$75.00	\$75.00
New Single Family		BLDR-000850-20 21	\$0.00		2052546	3403 BLUFFS, PARKER, TX 75002	12,246	07/14/2021	08/02/2021	01/31/2022		Plumbing Square Footage Fee	\$367.38	\$367.38
												New/Addition Construction Base Fee	\$6,373.00	\$6,373.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Electrical Square Footage Fee	\$367.38	\$367.38
												Mechanical Square Footage Fee	\$367.38	\$367.38
													\$8,475.14	\$8,475.14
		BLDR-000870-20 21	\$0.00			7500 Natalie CT, Parker, 75002	8,079	07/23/2021	08/02/2021	01/31/2022		Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												New/Addition Construction Base Fee	\$4,289.50	\$4,289.50
												Electrical Square Footage Fee	\$242.37	\$242.37
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Mechanical Square Footage Fee	\$242.37	\$242.37
												Plumbing Square Footage Fee	\$242.37	\$242.37
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$11,955.56	\$11,955.56
		BLDR-000893-20 21	\$0.00			5201 Midnight CT, Parker, 75002	6,971	08/06/2021	08/10/2021	02/07/2022		1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Plumbing Square Footage Fee	\$209.13	\$209.13
												Mechanical Square Footage Fee	\$209.13	\$209.13
												New/Addition Construction Base Fee	\$3,735.50	\$3,735.50
												Electrical Square Footage Fee	\$209.13	\$209.13
													\$11,301.84	\$11,301.84
		BLDR-000899-20	\$0.00			5205 Midnight CT, Parker, 75002	8,493	08/10/2021	08/11/2021	02/07/2022		Building Permit Deposit Fee	\$1,000.00	\$1,000.00
		21										Electrical Square Footage Fee	\$254.79	\$254.79
												Mechanical Square Footage Fee	\$254.79	\$254.79
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												New/Addition Construction Base Fee	\$4,496.50	\$4,496.50
												Plumbing Square Footage Fee	\$254.79	\$254.79
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$12,199.82	\$12,199.82
		BLDR-000900-20	\$0.00			5200 Midnight CT, Parker, 75002	10,011	08/10/2021	08/16/2021	02/14/2022		1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
		21										Electrical Square Footage Fee	\$300.33	\$300.33
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Plumbing Square Footage Fee	\$300.33	\$300.33
												New/Addition Construction Base Fee	\$5,255.50	\$5,255.50
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Mechanical Square Footage Fee	\$300.33	\$300.33
													\$13,095.44	\$13,095.44
		BLDR-000901-20	\$0.00			5017 Whisper DR, Parker, 75002	6,374	08/11/2021	08/17/2021	02/14/2022		Electrical Square Footage Fee	\$191.22	\$191.22
		21										Plumbing Square Footage Fee	\$191.22	\$191.22
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												New/Addition Construction Base Fee	\$3,437.00	\$3,437.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Mechanical Square Footage Fee	\$191.22	\$191.22
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$10,949.61	\$10,949.61
		BLDR-000902-20 21	\$0.00			4905 WHISPER DR, Parker, 75002	5,138	08/11/2021	08/16/2021	02/14/2022		Plumbing Square Footage Fee	\$154.14	\$154.14
												Mechanical Square Footage Fee	\$154.14	\$154.14
												New/Addition Construction Base Fee	\$2,819.00	\$2,819.00
												Electrical Square Footage Fee	\$154.14	\$154.14
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$10,220.37	\$10,220.37
		BLDR-000903-20 21	\$0.00			5208 WHISPER DR, Parker, 75002	7,964	08/11/2021	08/16/2021	02/14/2022		Mechanical Square Footage Fee	\$238.92	\$238.92
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Plumbing Square Footage Fee	\$238.92	\$238.92
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												New/Addition Construction Base Fee	\$4,232.00	\$4,232.00
												Electrical Square Footage Fee	\$238.92	\$238.92
													\$11,887.71	\$11,887.71
		BLDR-000909-20 21	\$0.00			4901 Whisper DR, Parker, 75002	5,723	08/12/2021	08/26/2021	02/22/2022		Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												New/Addition Construction Base Fee	\$3,111.50	\$3,111.50
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Electrical Square Footage Fee	\$171.69	\$171.69

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												Plumbing Square Footage Fee	\$171.69	\$171.69
												Mechanical Square Footage Fee	\$171.69	\$171.69
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
													\$10,565.52	\$10,565.52
		BLDR-000910-20 21	\$0.00			5106 Midnight CT, Parker, 75002	6,462	08/13/2021	08/18/2021	02/14/2022		Electrical Square Footage Fee	\$193.86	\$193.86
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												New/Addition Construction Base Fee	\$3,481.00	\$3,481.00
												Mechanical Square Footage Fee	\$193.86	\$193.86
												Plumbing Square Footage Fee	\$193.86	\$193.86
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
													\$11,001.53	\$11,001.53
		BLDR-000911-20 21	\$0.00			5108 Whisper DR, Parker, 75002	7,153	08/13/2021	08/16/2021	02/14/2022		Mechanical Square Footage Fee	\$214.59	\$214.59
												Plumbing Square Footage Fee	\$214.59	\$214.59
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$2,000.00
												Building Permit Deposit Fee	\$1,000.00	\$1,000.00
												Water Impact Fee (1 inch meter)	\$3,938.95	\$3,938.95
												Electrical Square Footage Fee	\$214.59	\$214.59
												New/Addition Construction Base Fee	\$3,826.50	\$3,826.50
													\$11,409.22	\$11,409.22
		BLDR-000924-20 21	\$0.00			3704 Jeffrey, Parker, 75002	7,664	08/20/2021	08/31/2021	02/28/2022		Water Impact Fee (1 inch meter)	\$3,938.95	\$0.00
												New/Addition Construction Base Fee	\$4,082.00	\$0.00
												Electrical Square Footage Fee	\$229.92	\$0.00
												Plumbing Square Footage Fee	\$229.92	\$0.00
												Mechanical Square Footage Fee	\$229.92	\$0.00

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
												1" Water Meter (With Existing tap) Fee	\$2,000.00	\$0.00
												Building Permit Deposit Fee	\$1,000.00	\$0.00
													\$11,710.71	\$0.00
TOTAL VALUATION:			\$0.00		TOTAL SQ FT:			97,531.90				TOTAL FEES:	\$137,787.53	\$124,425.63
Electrical (Residential)	Electrical	ELER-000885-2021	\$0.00		2132383	5003 COPPERHILL, PARKER, TX 75002	0	08/02/2021	08/10/2021	02/07/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000889-2021	\$0.00		2132383	5003 COPPERHILL, PARKER, TX 75002	0	08/04/2021	08/06/2021	02/02/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000890-2021	\$0.00		2753365	5100 CHESHIRE, PARKER, TX 75002	0	08/05/2021	08/10/2021	02/07/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000896-2021	\$0.00		2628631	5001 RESERVE, PARKER, TX 75002	0	08/10/2021	08/11/2021	02/07/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000908-2021	\$0.00		2615871	6701 OVERBROOK DR PARKER, TX 75002	0	08/12/2021	08/16/2021	02/14/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000912-2021	\$0.00		2732194	4608 BRYCE DR, PARKER, TX	0	08/13/2021	08/26/2021	02/22/2022		Electrical Permit Fee	\$75.00	\$0.00
		ELER-000928-2021	\$0.00		2084463	5002 COPPERHILL, PARKER, TX 75002	0	08/24/2021	08/30/2021	02/28/2022		Electrical Permit Fee	\$75.00	\$75.00
		ELER-000930-2021	\$0.00		2084464	5002 SHADY KNOLLS, PARKER, TX 75002	0	08/26/2021	08/27/2021	02/23/2022		Electrical Permit Fee	\$75.00	\$75.00

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid	
TOTAL VALUATION:			\$0.00					TOTAL SQ FT:	0.00				TOTAL FEES:	\$600.00	\$525.00
Irrigation	Irrigation	IRRA-000886-2021	\$0.00			4800 Cheshire LN, Parker, 75002	0	08/03/2021	08/03/2021	01/31/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000898-2021	\$0.00			4908 Tom Stone, Parker, 75002	0	08/10/2021	08/10/2021	02/07/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000915-2021	\$0.00		2776751	4911 LYNWOOD, PARKER, TX 75002	0	08/17/2021	08/17/2021	02/14/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000920-2021	\$0.00			4907 Cheshire LN, Parker, 75002	0	08/18/2021	08/18/2021	02/14/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000921-2021	\$0.00		2732282	6500 HOLBROOK CIR, PARKER, TX 75002	0	08/18/2021	08/18/2021	02/14/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000922-2021	\$0.00			4811 Cheshire LN, Parker, 75002	0	08/18/2021	08/18/2021	02/14/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000925-2021	\$0.00			4803 Cheshire LN, Parker, 75002	0	08/24/2021	08/24/2021	02/21/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000926-2021	\$0.00			4802 Cheshire LN, Parker, 75002	0	08/24/2021	08/24/2021	02/21/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000927-2021	\$0.00		2753355	4803 WHITESTONE, PARKER, TX 75002	0	08/24/2021	08/25/2021	02/21/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	
		IRRA-000931-2021	\$0.00		2762722	6304 HOLBROOK, PARKER, TX 75002	0	08/27/2021	08/27/2021	02/23/2022		Lawn Irrigation and Backflow Fee	\$75.00	\$75.00	

PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

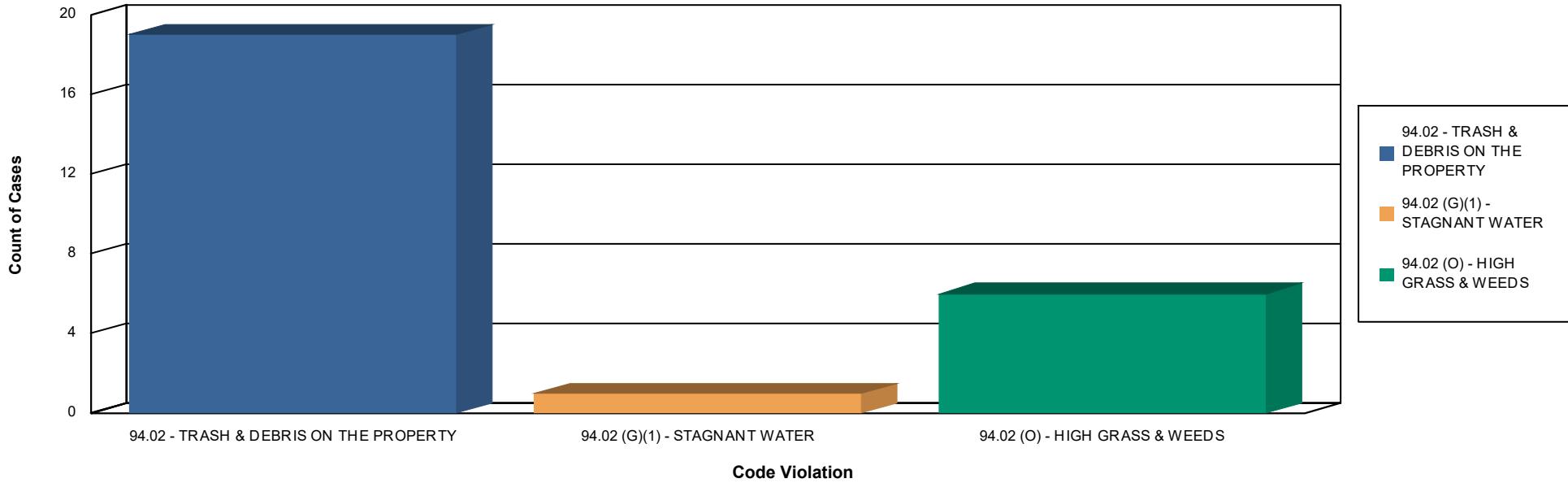
PERMIT FEE LISTING BY ISSUED DATE (08/01/2021 TO 08/31/2021)

Meeting Date: 09/21/2021 Item 7.

Permit Type	Work Class	Permit Number	Valuation	Billing Contact(s)	Parcel	Address	Sq Ft	Apply Date	Issue Date	Expire Date	Final Date	Fee Name	Fee Amount	Amount Paid
Pool / Spa (Residential)	In Ground with Fence	POOLR-000856-2021	\$0.00			5104 Whisper DR, Parker, 75002	0	07/16/2021	08/10/2021	02/07/2022		Pool and Fence – In ground Fee	\$500.00	\$500.00
													\$500.00	\$500.00
		POOLR-000858-2021	\$0.00		2753392	4600 DONNA, PARKER TX 75002	0	07/16/2021	08/04/2021	01/31/2022		Pool and Fence – In ground Fee	\$500.00	\$500.00
													\$500.00	\$500.00
		POOLR-000881-2021	\$0.00		2136296	5901 WESSEX CT, PARKER, TX 75002	0	07/30/2021	08/10/2021	02/07/2022		Pool and Fence – In ground Fee	\$500.00	\$500.00
													\$500.00	\$500.00
		POOLR-000905-2021	\$0.00		2732268	5208 WESTFIELD, PARKER, TX 75002	0	08/12/2021	08/30/2021	02/28/2022		Pool and Fence – In ground Fee	\$500.00	\$500.00
													\$500.00	\$500.00
		POOLR-000907-2021	\$0.00		2753393	4602 DONNA LN, PARKER, TX 75002	0	08/12/2021	08/30/2021	02/28/2022		Pool and Fence – In ground Fee	\$500.00	\$500.00
													\$500.00	\$500.00
TOTAL VALUATION:			\$0.00											
TOTAL SQ FT:						0.00								
GRAND TOTALS			VALUATION:	\$0.00			SQ FT:	97,531.90				FEES:	\$142,237.53	\$128,800.63



CODE CASES OPENED BY VIOLATION (08/01/2021 TO 09/09/2021) FOR CITY OF PARKER TEXAS



Case #	Case Type	Case Status	Project	District	Main Address	Parcel	Assigned To	Opened Date	Closed Date
94.02 - TRASH & DEBRIS ON THE PROPERTY									
CODE-000359-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000360-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000361-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000362-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000363-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000364-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000365-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	08/28/2021
CODE-000366-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	09/01/2021
CODE-000367-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021

CODE CASES OPENED BY VIOLATION (08/01/2021 TO 09/09/2021)

Meeting Date: 09/21/2021 Item 7.

Case #	Case Type	Case Status	Project	District	Main Address	Parcel	Assigned To	Opened Date	Closed Date
CODE-000368-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/12/2021
CODE-000369-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/12/2021
CODE-000370-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/06/2021
CODE-000371-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	08/28/2021
CODE-000372-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/02/2021	08/04/2021
CODE-000375-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	08/30/2021
CODE-000376-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	08/26/2021
CODE-000377-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/09/2021
CODE-000378-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/24/2021	08/30/2021
CODE-000379-2021	Code Enforcement	Closed - Resolved		Parker Texas			Chad Case	08/05/2021	08/06/2021

TOTAL CASES OPENED FOR 94.02 - TRASH & DEBRIS ON THE PROPERTY **19**

94.02 (G)(1) - STAGNANT WATER

CODE-000384-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/09/2021	08/25/2021
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TOTAL CASES OPENED FOR 94.02 (G)(1) - STAGNANT WATER: **1**

94.02 (O) - HIGH GRASS & WEEDS

CODE-000373-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/03/2021	08/19/2021
CODE-000374-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/03/2021	08/05/2021
CODE-000380-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/05/2021	08/10/2021
CODE-000381-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/27/2021	09/09/2021
CODE-000382-2021	Code Enforcement	Escalated	Parker Texas		Chad Case	08/05/2021	
CODE-000383-2021	Code Enforcement	Closed - Resolved	Parker Texas		Chad Case	08/05/2021	08/19/2021

TOTAL CASES OPENED FOR 94.02 (O) - HIGH GRASS & WEEDS: **6**

GRAND TOTAL OF CASES: **26**

**Indicates an Emergency*

City of Parker Municipal Court Report

Meeting Date: 09/21/2021 Item 7.

	July, 2020	Aug, 2020	Sept, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	March, 2021	April, 2021	May, 2021	June, 2021	July, 2021
New Cases Filed	55	85	100	65	98	100	95	80	92	94	94	114	112
Traffic	51	69	90	56	78	79	87	69	18	77	72	82	95
Non-Traffic	4	16	10	9	20	21	8	11	74	17	22	32	17
Uncontested Dispositions	20	29	34	64	60	70	36	37	50	53	44	45	65
Compliance Dismissals:													
After Driving Safety Course	4	8	4	7	14	12	23	18	21	14	24	22	19
After Deferred Disposition	15	8	11	11	17	23	14	16	22	22	33	21	12
After proof of Insurance	1	3	3	3	0	2	0	0	1	4	3	0	2
Other Dismissals	0	1	0	0	1	1	4	1	0	0	1	1	0
Total Cases Disposed	40	49	52	85	92	108	77	72	94	93	105	89	98
Show Cause Hearings Held	0	0	5	0	3	4	0	0	0	12	10	7	7
Trials	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Warrants Issued	0	0	0	0	0	0	0	0	0	0	0	0	0
Warrants Cleared	4	2	11	38	45	31	6	20	10	5	5	6	22
Total Outstanding Warrants	627	625	614	576	525	494	488	442	433	428	422	417	395
Fines, Court Costs & Other Amounts Collected:													
Retained by City	\$ 5,146.00	\$ 7,668.00	\$9,865.00	\$9,090.00	\$10,545.00	\$ 10,819.00	\$9,280.00	\$7,055.00	\$ 13,559.00	\$8,735.00	\$9,269.00	\$9,071.00	\$11,060.00
Remitted to State	\$ 4,560.00	\$ 6,445.00	\$8,405.00	\$9,441.00	\$8,762.00	\$ 8,943.00	\$8,759.00	\$6,203.00	\$ 11,030.00	\$8,975.00	\$7,131.00	\$9,190.00	\$9,393.00
Total	\$ 9,706.00	\$ 14,113.00	\$18,270.00	\$18,531.00	\$19,307.00	\$ 19,762.00	\$18,039.00	\$13,258.00	\$ 24,589.00	\$17,710.00	\$16,400.00	\$18,261.00	\$20,453.00

Definitions:

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

All Cases heard in Municipal Court are Class C Misdemeanors Only

City of Parker Municipal Court Report

Meeting Date: 09/21/2021 Item 7.

	Aug, 2020	Sept, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	March, 2021	April, 2021	May, 2021	June, 2021	July, 2021	Aug, 2021
New Cases Filed	85	100	65	98	100	95	80	92	94	94	114	112	106
Traffic	69	90	56	78	79	87	69	18	77	72	82	95	70
Non-Traffic	16	10	9	20	21	8	11	74	17	22	32	17	36
Uncontested Dispositions	29	34	64	60	70	36	37	50	53	44	45	65	84
Compliance Dismissals:													
After Driving Safety Course	8	4	7	14	12	23	18	21	14	24	22	19	22
After Deferred Disposition	8	11	11	17	23	14	16	22	22	33	21	12	21
After proof of Insurance	3	3	3	0	2	0	0	1	4	3	0	2	2
Other Dismissals	1	0	0	1	1	4	1	0	0	1	1	0	0
Total Cases Disposed	49	52	85	92	108	77	72	94	93	105	89	98	129
Show Cause Hearings Held	0	5	0	3	4	0	0	0	12	10	7	7	7
Trials	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Warrants Issued	0	0	0	0	0	0	0	0	0	0	0	0	0
Warrants Cleared	2	11	38	45	31	6	20	10	5	5	6	22	25
Total Outstanding Warrants	625	614	576	525	494	488	442	433	428	422	417	395	370
Fines, Court Costs & Other Amounts Collected:													
Retained by City	\$ 7,668.00	\$ 9,865.00	\$ 9,090.00	\$ 10,545.00	\$ 10,819.00	\$ 9,280.00	\$ 7,055.00	\$ 13,559.00	\$ 8,735.00	\$ 9,269.00	\$ 9,071.00	\$ 11,060.00	\$ 10,872.00
Remitted to State	\$ 6,445.00	\$ 8,405.00	\$ 9,441.00	\$ 8,762.00	\$ 8,943.00	\$ 8,759.00	\$ 6,203.00	\$ 11,030.00	\$ 8,975.00	\$ 7,131.00	\$ 9,190.00	\$ 9,393.00	\$ 10,110.00
Total	\$ 14,113.00	\$ 18,270.00	\$ 18,531.00	\$ 19,307.00	\$ 19,762.00	\$ 18,039.00	\$ 13,258.00	\$ 24,589.00	\$ 17,710.00	\$ 16,400.00	\$ 18,261.00	\$ 20,453.00	\$ 20,982.00

Definitions:

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

All Cases heard in Municipal Court are Class C Misdemeanors Only



Monthly Financial Report

Period ending August 31, 2021

Grant Savage
Finance Manager



To: Mayor and City Council
From: Grant Savage, Finance Manager
Re: City Council Meeting – September 21, 2021
Date: September 17, 2021

Agenda Item:

August 31, 2021 Monthly Financial Report

Description of Agenda Item:

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

Year-to-Date Budget Report

The Year-to-Date Budget Report compares the budgeted expenditures and revenues to actual expenditures and revenues. In reviewing the Year-to-Date Budget Report through August 31, 2021, the City Council should note that the report lists revenues and expenditures for the fiscal year. Therefore, it is generally desirable for year-to-date revenue totals to have achieved 91% of the budgeted amount and expenditures should generally not exceed 91% of the budgeted amounts. However, because property taxes are primarily received during the first trimester of the budget year and other revenues such as franchise fees are cyclical, revenues will not always equate to the projected percentage. Likewise, total expenditures may not always equate to the projected percentage, because payments for contracted services, insurance, and debt services are paid in lump sum amounts. The City's fiscal year ended on September 30, 2020.

Revenue Reports

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

- **Property Taxes**

Property Taxes account for 74.1% (or \$3,680,692) of the total General Fund Budgeted Revenue. The City has received \$3,713,066 (or 100.8%) Y-T-D. The majority of property taxes are received in the months of December through February.

- **Sales Taxes**

Sales Taxes account for 4.9% (or \$245,194) of the total General Fund Budgeted Revenue. The City has received \$301,623 (or 123.0%) Y-T-D. Generally, sales tax collections represent two months ago actual sales reported by vendors to the State of Texas.

- **Franchise Fees**

Franchise Fees account for 5.4% (or \$271,500) of the total General Fund Budgeted Revenue. The City has received \$237,933 (or 87.6%) Y-T-D. These fees are typically received on a quarterly basis.

- **Licenses & Permits**

Licenses & Permits account for 8.8% (or \$438,000) of the total General Fund Budgeted Revenue. The City has received \$721,982 (or 164.8%) Y-T-D.

- **Court Fines**

Court Fines account for 4.4% (or \$220,000) of the total General Fund Budgeted Revenue. The City has received \$203,893 (or 92.6%) Y-T-D.

Attached Documents:

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



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

Year-to-Date Budget Report

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



City of Parker, TX

Budget Report**Account Summary**

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 41 - PROPERTY TAXES							
<u>01-000-4100</u>	PROPERTY TAX - CURRENT	3,637,848.00	3,637,848.00	15,835.24	3,691,862.33	54,014.33	101.48 %
<u>01-000-4102</u>	PROPERTY TAX - DELINQUENT	32,844.00	32,844.00	0.00	8,619.65	-24,224.35	26.24 %
<u>01-000-4104</u>	PENALTY & INTEREST	10,000.00	10,000.00	72.48	12,583.62	2,583.62	125.84 %
	Category: 41 - PROPERTY TAXES Total:	3,680,692.00	3,680,692.00	15,907.72	3,713,065.60	32,373.60	100.88 %
Category: 42 - SALES & USE TAXES							
<u>01-000-4200</u>	SALES TAX	241,094.00	241,094.00	41,957.26	299,729.76	58,635.76	124.32 %
<u>01-000-4202</u>	MIXED DRINKS	4,100.00	4,100.00	526.01	1,893.55	-2,206.45	46.18 %
	Category: 42 - SALES & USE TAXES Total:	245,194.00	245,194.00	42,483.27	301,623.31	56,429.31	123.01 %
Category: 43 - FRANCHISE TAXES							
<u>01-000-4300</u>	FRANCHISE FEES - ELECTRIC	175,000.00	175,000.00	0.00	167,999.69	-7,000.31	96.00 %
<u>01-000-4302</u>	FRANCHISE FEES - GAS	35,000.00	35,000.00	13,224.46	38,757.58	3,757.58	110.74 %
<u>01-000-4304</u>	FRANCHISE FEES - COMMUNICATIO	60,000.00	60,000.00	12,599.48	31,175.53	-28,824.47	51.96 %
<u>01-000-4306</u>	FRANCHISE FEES - CABLE	1,500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
	Category: 43 - FRANCHISE TAXES Total:	271,500.00	271,500.00	25,823.94	237,932.80	-33,567.20	87.64 %
Category: 44 - LICENSES & PERMITS							
<u>01-000-4400</u>	BUILDING PERMITS	425,000.00	425,000.00	124,340.60	711,762.37	286,762.37	167.47 %
<u>01-000-4404</u>	SPECIAL USE PERMIT	1,000.00	1,000.00	100.00	300.00	-700.00	30.00 %
<u>01-000-4406</u>	ALARM PERMITS	12,000.00	12,000.00	325.00	9,920.00	-2,080.00	82.67 %
	Category: 44 - LICENSES & PERMITS Total:	438,000.00	438,000.00	124,765.60	721,982.37	283,982.37	164.84 %
Category: 45 - INTERGOVERNMENTAL							
<u>01-000-4500</u>	FEDERAL GRANTS	0.00	0.00	641,393.93	641,393.93	641,393.93	0.00 %
<u>01-000-4530</u>	STATE GRANTS	1,200.00	1,200.00	0.00	1,135.81	-64.19	94.65 %
	Category: 45 - INTERGOVERNMENTAL Total:	1,200.00	1,200.00	641,393.93	642,529.74	641,329.74	3,544.15 %
Category: 46 - CHARGES FOR SERVICES							
<u>01-000-4602</u>	PLATTING FEES	7,500.00	7,500.00	0.00	71,161.11	63,661.11	948.81 %
<u>01-000-4604</u>	FILING FEE	0.00	0.00	0.00	50.00	50.00	0.00 %
<u>01-000-4606</u>	FALSE ALARM FEE	0.00	0.00	1,600.00	4,300.00	4,300.00	0.00 %
	Category: 46 - CHARGES FOR SERVICES Total:	7,500.00	7,500.00	1,600.00	75,511.11	68,011.11	1,006.81 %
Category: 47 - FINES & FORFEITURES							
<u>01-000-4700</u>	COURT FINES	220,000.00	220,000.00	21,604.77	203,892.66	-16,107.34	92.68 %
	Category: 47 - FINES & FORFEITURES Total:	220,000.00	220,000.00	21,604.77	203,892.66	-16,107.34	92.68 %
Category: 48 - INTEREST							
<u>01-000-4800</u>	INTEREST	44,700.00	44,700.00	14.26	619.27	-44,080.73	1.39 %
	Category: 48 - INTEREST Total:	44,700.00	44,700.00	14.26	619.27	-44,080.73	1.39 %
Category: 49 - MISCELLANEOUS REVENUES							
<u>01-000-4902</u>	CASH OVER & SHORT	0.00	0.00	0.00	-66.57	-66.57	0.00 %
<u>01-000-4906</u>	MISC REIMBURSEMENTS	0.00	0.00	14.32	250.04	250.04	0.00 %
<u>01-000-4910</u>	SALE OF CITY PROPERTY	0.00	0.00	80.00	680.00	680.00	0.00 %
<u>01-000-4912</u>	OTHER INCOME	4,000.00	4,000.00	80.15	93,026.89	89,026.89	2,325.67 %
<u>01-000-4920</u>	CREDIT CARD FEES	1,000.00	1,000.00	79.24	837.61	-162.39	83.76 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	5,000.00	5,000.00	253.71	94,727.97	89,727.97	1,894.56 %
Category: 50 - TRANSFERS IN							
<u>01-000-5003</u>	TRANSFER FROM WATER/WASTEW	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-000-5005</u>	TRANSFER FROM SOLID WASTE FU	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	4,963,786.00	4,963,786.00	873,847.20	6,041,884.83	1,078,098.83	121.72 %
	Revenue Total:	4,963,786.00	4,963,786.00	873,847.20	6,041,884.83	1,078,098.83	121.72 %
Expense							
Department: 100 - CITY COUNCIL							
Category: 81 - SUPPLIES							
<u>01-100-8101</u>	OFFICE SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00 %
<u>01-100-8103</u>	FOOD	2,000.00	3,000.00	80.88	2,802.91	197.09	93.43 %
<u>01-100-8109</u>	REPRODUCTION OUTSIDE	1,100.00	1,300.00	0.00	1,235.07	64.93	95.01 %
	Category: 81 - SUPPLIES Total:	3,500.00	4,700.00	80.88	4,037.98	662.02	85.91 %
Category: 86 - SERVICES/SUNDAY							
<u>01-100-8603</u>	TRAVEL/TRAINING	6,000.00	4,300.00	639.92	1,419.92	2,880.08	33.02 %
<u>01-100-8604</u>	ASSOCIATIONS	2,050.00	2,550.00	0.00	2,508.47	41.53	98.37 %
<u>01-100-8605</u>	PROFESSIONAL SERVICES	9,000.00	9,000.00	0.00	3,400.00	5,600.00	37.78 %
<u>01-100-8614</u>	PUBLICATIONS	1,500.00	1,500.00	0.00	1,418.49	81.51	94.57 %
<u>01-100-8622</u>	SPECIAL EVENTS	9,000.00	9,000.00	239.25	1,201.43	7,798.57	13.35 %
	Category: 86 - SERVICES/SUNDAY Total:	27,550.00	26,350.00	879.17	9,948.31	16,401.69	37.75 %
	Department: 100 - CITY COUNCIL Total:	31,050.00	31,050.00	960.05	13,986.29	17,063.71	45.04 %
Department: 120 - ADMINISTRATION							
Category: 80 - PERSONNEL							
<u>01-120-8001</u>	SALARY	228,323.00	228,323.00	17,564.12	210,350.92	17,972.08	92.13 %
<u>01-120-8003</u>	HOURLY	68,250.00	68,250.00	4,569.96	20,500.98	47,749.02	30.04 %
<u>01-120-8007</u>	CAR ALLOWANCE	3,600.00	3,600.00	276.92	3,323.04	276.96	92.31 %
<u>01-120-8009</u>	INSURANCE STIPEND	3,681.00	3,681.00	283.10	3,397.20	283.80	92.29 %
<u>01-120-8013</u>	OVERTIME	2,000.00	1,960.00	27.04	54.08	1,905.92	2.76 %
<u>01-120-8019</u>	MEDICARE	4,435.00	4,435.00	282.75	2,914.06	1,520.94	65.71 %
<u>01-120-8023</u>	TMRS	40,709.00	40,709.00	3,042.38	31,605.34	9,103.66	77.64 %
<u>01-120-8025</u>	HEALTH INSURANCE	59,678.00	59,678.00	3,956.86	39,140.39	20,537.61	65.59 %
<u>01-120-8027</u>	DENTAL INSURANCE	2,524.00	2,524.00	186.74	1,686.29	837.71	66.81 %
<u>01-120-8029</u>	LIFE INSURANCE	297.00	297.00	18.24	207.91	89.09	70.00 %
<u>01-120-8031</u>	UNEMPLOYMENT	788.00	828.00	53.22	825.89	2.11	99.75 %
	Category: 80 - PERSONNEL Total:	414,285.00	414,285.00	30,261.33	314,006.10	100,278.90	75.79 %
Category: 81 - SUPPLIES							
<u>01-120-8101</u>	OFFICE SUPPLIES	7,500.00	7,300.00	208.77	5,347.38	1,952.62	73.25 %
<u>01-120-8103</u>	FOOD	600.00	800.00	0.00	800.00	0.00	100.00 %
<u>01-120-8108</u>	POSTAGE	2,500.00	3,500.00	0.00	2,956.59	543.41	84.47 %
<u>01-120-8109</u>	REPRODUCTION OUTSIDE	2,000.00	2,000.00	0.00	1,006.30	993.70	50.32 %
<u>01-120-8113</u>	COMPUTER HARDWARE/SOFTWARE	0.00	1,645.00	0.00	1,645.00	0.00	100.00 %
<u>01-120-8116</u>	FURNITURE, FIXTURE & OFFICE EQ	1,500.00	1,500.00	0.00	695.97	804.03	46.40 %
	Category: 81 - SUPPLIES Total:	14,100.00	16,745.00	208.77	12,451.24	4,293.76	74.36 %
Category: 84 - MAINTENANCE							
<u>01-120-8402</u>	MACHINERY, TOOLS & EQUIPMENT	4,900.00	4,900.00	965.04	3,837.02	1,062.98	78.31 %
<u>01-120-8404</u>	SOFTWARE MAINTENANCE	17,700.00	21,300.00	0.00	21,265.35	34.65	99.84 %
	Category: 84 - MAINTENANCE Total:	22,600.00	26,200.00	965.04	25,102.37	1,097.63	95.81 %
Category: 86 - SERVICES/SUNDAY							
<u>01-120-8603</u>	TRAVEL/TRAINING	9,050.00	3,555.00	1,200.00	1,680.00	1,875.00	47.26 %
<u>01-120-8604</u>	ASSOCIATIONS	2,640.00	2,640.00	238.00	2,332.64	307.36	88.36 %
<u>01-120-8605</u>	PROFESSIONAL SERVICES	65,400.00	64,100.00	7,604.38	64,064.83	35.17	99.95 %
<u>01-120-8607</u>	PRE-EMPLOYMENT TESTING	1,000.00	1,000.00	0.00	146.30	853.70	14.63 %
<u>01-120-8614</u>	PUBLICATIONS	23,160.00	23,160.00	0.00	5,910.05	17,249.95	25.52 %
<u>01-120-8620</u>	UTILITIES - CELL PHONE	900.00	1,450.00	170.65	1,270.32	179.68	87.61 %
	Category: 86 - SERVICES/SUNDAY Total:	102,150.00	95,905.00	9,213.03	75,404.14	20,500.86	78.62 %
	Department: 120 - ADMINISTRATION Total:	553,135.00	553,135.00	40,648.17	426,963.85	126,171.15	77.19 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 130 - MUNICIPAL COURT							
Category: 80 - PERSONNEL							
01-130-8003	HOURLY	61,800.00	61,800.00	4,637.02	57,590.27	4,209.73	93.19 %
01-130-8013	OVERTIME	200.00	200.00	0.00	0.00	200.00	0.00 %
01-130-8019	MEDICARE	899.00	899.00	60.41	751.50	147.50	83.59 %
01-130-8023	TMRS	8,252.00	8,252.00	620.90	7,653.26	598.74	92.74 %
01-130-8025	HEALTH INSURANCE	16,289.00	16,289.00	1,254.94	14,885.34	1,403.66	91.38 %
01-130-8027	DENTAL INSURANCE	631.00	631.00	46.20	551.13	79.87	87.34 %
01-130-8029	LIFE INSURANCE	74.00	74.00	5.20	62.40	11.60	84.32 %
01-130-8031	UNEMPLOYMENT	225.00	225.00	0.00	198.63	26.37	88.28 %
Category: 80 - PERSONNEL Total:		88,370.00	88,370.00	6,624.67	81,692.53	6,677.47	92.44 %
Category: 81 - SUPPLIES							
01-130-8101	OFFICE SUPPLIES	500.00	500.00	0.00	205.09	294.91	41.02 %
01-130-8103	FOOD	150.00	150.00	0.00	0.00	150.00	0.00 %
01-130-8109	REPRODUCTION OUTSIDE	100.00	97.00	0.00	28.95	68.05	29.85 %
Category: 81 - SUPPLIES Total:		750.00	747.00	0.00	234.04	512.96	31.33 %
Category: 86 - SERVICES/SUNDRY							
01-130-8603	TRAVEL/TRAINING	500.00	500.00	0.00	100.00	400.00	20.00 %
01-130-8604	ASSOCIATIONS	275.00	278.00	0.00	277.25	0.75	99.73 %
01-130-8605	PROFESSIONAL SERVICES	104,200.00	104,200.00	1,100.00	86,213.58	17,986.42	82.74 %
Category: 86 - SERVICES/SUNDRY Total:		104,975.00	104,978.00	1,100.00	86,590.83	18,387.17	82.48 %
Department: 130 - MUNICIPAL COURT Total:		194,095.00	194,095.00	7,724.67	168,517.40	25,577.60	86.82 %
Department: 200 - POLICE							
Category: 80 - PERSONNEL							
01-200-8001	SALARY	269,585.00	269,585.00	14,501.58	238,376.43	31,208.57	88.42 %
01-200-8003	HOURLY	541,252.00	541,052.00	40,750.00	489,927.29	51,124.71	90.55 %
01-200-8013	OVERTIME	15,000.00	15,000.00	1,156.17	9,399.04	5,600.96	62.66 %
01-200-8019	MEDICARE	11,975.00	11,975.00	725.12	9,679.40	2,295.60	80.83 %
01-200-8023	TMRS	109,919.00	109,919.00	7,553.01	98,078.61	11,840.39	89.23 %
01-200-8025	HEALTH INSURANCE	120,630.00	120,630.00	9,860.76	102,636.11	17,993.89	85.08 %
01-200-8027	DENTAL INSURANCE	7,573.00	7,573.00	508.20	6,451.86	1,121.14	85.20 %
01-200-8029	LIFE INSURANCE	892.00	892.00	57.20	730.60	161.40	81.91 %
01-200-8031	UNEMPLOYMENT	2,700.00	2,900.00	0.00	2,875.40	24.60	99.15 %
Category: 80 - PERSONNEL Total:		1,079,526.00	1,079,526.00	75,112.04	958,154.74	121,371.26	88.76 %
Category: 81 - SUPPLIES							
01-200-8101	OFFICE SUPPLIES	4,000.00	4,000.00	621.10	2,737.83	1,262.17	68.45 %
01-200-8103	FOOD	250.00	250.00	0.00	65.95	184.05	26.38 %
01-200-8104	UNIFORMS	8,800.00	7,200.00	287.36	2,451.13	4,748.87	34.04 %
01-200-8105	PROTECTIVE CLOTHING	3,400.00	2,400.00	0.00	2,319.00	81.00	96.63 %
01-200-8107	MINOR TOOLS & EQUIPMENT	15,000.00	15,000.00	6,953.00	14,974.61	25.39	99.83 %
01-200-8109	REPRODUCTION OUTSIDE	400.00	400.00	0.00	54.00	346.00	13.50 %
01-200-8111	FUEL	38,000.00	34,000.00	0.00	30,246.15	3,753.85	88.96 %
01-200-8113	COMPUTER HARDWARE/SOFTWAR	4,500.00	5,600.00	0.00	5,245.04	354.96	93.66 %
01-200-8115	COMMUNICATION SUPPLIES	5,000.00	8,400.00	5,835.92	8,301.70	98.30	98.83 %
01-200-8116	FURNITURE, FIXTURE & OFFICE EQ	2,150.00	1,050.00	0.00	600.25	449.75	57.17 %
01-200-8118	PUBLIC SAFETY	6,500.00	4,700.00	0.00	4,092.00	608.00	87.06 %
01-200-8119	INVESTIGATION SUPPLIES	1,000.00	1,000.00	0.00	734.29	265.71	73.43 %
01-200-8120	CRIME PREVENTION	2,000.00	2,000.00	219.94	1,652.37	347.63	82.62 %
Category: 81 - SUPPLIES Total:		91,000.00	86,000.00	13,917.32	73,474.32	12,525.68	85.44 %
Category: 84 - MAINTENANCE							
01-200-8401	VEHICLE MAINTENANCE	18,385.00	23,385.00	577.30	21,970.55	1,414.45	93.95 %
01-200-8402	MACHINERY, TOOLS & EQUIPMENT	2,100.00	2,100.00	145.59	1,863.34	236.66	88.73 %
01-200-8403	BUILDINGS & STRUCTURES MAINTE	2,500.00	2,500.00	0.00	295.00	2,205.00	11.80 %
01-200-8404	SOFTWARE MAINTENANCE	17,310.00	17,310.00	15,361.26	16,441.26	868.74	94.98 %
Category: 84 - MAINTENANCE Total:		40,295.00	45,295.00	16,084.15	40,570.15	4,724.85	89.57 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 86 - SERVICES/SUNDRY							
<u>01-200-8602</u>	COMMUNICATIONS SERVICES	35,026.00	35,926.00	0.00	35,842.39	83.61	99.77 %
<u>01-200-8603</u>	TRAVEL/TRAINING	10,000.00	10,200.00	0.00	10,121.68	78.32	99.23 %
<u>01-200-8604</u>	ASSOCIATIONS	1,240.00	1,240.00	0.00	749.90	490.10	60.48 %
<u>01-200-8605</u>	PROFESSIONAL SERVICES	29,655.00	29,655.00	0.00	22,111.05	7,543.95	74.56 %
<u>01-200-8607</u>	PRE-EMPLOYMENT TESTING	3,000.00	2,100.00	0.00	164.81	1,935.19	7.85 %
<u>01-200-8620</u>	UTILITIES - CELL PHONE / AIRCARD	7,680.00	7,680.00	619.38	6,531.85	1,148.15	85.05 %
<u>01-200-8624</u>	TRAINING - STATE MANDATED	5,530.00	5,530.00	0.00	2,500.00	3,030.00	45.21 %
<u>01-200-8625</u>	TUITION REIMBURSEMENT	1,500.00	1,300.00	0.00	0.00	1,300.00	0.00 %
Category: 86 - SERVICES/SUNDRY Total:		93,631.00	93,631.00	619.38	78,021.68	15,609.32	83.33 %
Department: 200 - POLICE Total:		1,304,452.00	1,304,452.00	105,732.89	1,150,220.89	154,231.11	88.18 %
Department: 250 - FIRE							
Category: 80 - PERSONNEL							
<u>01-250-8005</u>	PART-TIME	497,280.00	497,280.00	44,278.80	435,775.58	61,504.42	87.63 %
<u>01-250-8019</u>	MEDICARE	7,211.00	7,211.00	642.08	6,318.54	892.46	87.62 %
<u>01-250-8021</u>	SOCIAL SECURITY	30,831.00	30,831.00	2,745.33	27,017.80	3,813.20	87.63 %
<u>01-250-8029</u>	LIFE INSURANCE	7,500.00	7,500.00	0.00	6,307.00	1,193.00	84.09 %
<u>01-250-8031</u>	UNEMPLOYMENT	9,000.00	9,000.00	886.48	8,700.99	299.01	96.68 %
Category: 80 - PERSONNEL Total:		551,822.00	551,822.00	48,552.69	484,119.91	67,702.09	87.73 %
Category: 81 - SUPPLIES							
<u>01-250-8101</u>	OFFICE SUPPLIES	1,500.00	5,101.00	0.00	195.04	4,905.96	3.82 %
<u>01-250-8102</u>	JANITORIAL	2,000.00	2,000.00	88.80	762.54	1,237.46	38.13 %
<u>01-250-8103</u>	FOOD	1,000.00	1,000.00	0.00	621.79	378.21	62.18 %
<u>01-250-8104</u>	UNIFORMS	7,490.00	7,490.00	1,810.27	7,782.79	-292.79	103.91 %
<u>01-250-8105</u>	PROTECTIVE CLOTHING	39,000.00	31,285.00	13,306.70	23,460.92	7,824.08	74.99 %
<u>01-250-8106</u>	CHEMICAL, MEDICAL, SURGICAL	5,500.00	5,500.00	0.00	4,305.98	1,194.02	78.29 %
<u>01-250-8107</u>	MINOR TOOLS & EQUIPMENT	13,000.00	13,000.00	626.36	8,174.84	4,825.16	62.88 %
<u>01-250-8109</u>	REPRODUCTION OUTSIDE	200.00	-3,401.00	0.00	0.00	-3,401.00	0.00 %
<u>01-250-8111</u>	FUEL	15,000.00	15,000.00	0.00	6,691.00	8,309.00	44.61 %
<u>01-250-8113</u>	COMPUTER HARDWARE/ SOFTWARE	1,000.00	1,000.00	0.00	599.00	401.00	59.90 %
Category: 81 - SUPPLIES Total:		85,690.00	77,975.00	15,832.13	52,593.90	25,381.10	67.45 %
Category: 84 - MAINTENANCE							
<u>01-250-8401</u>	VEHICLE MAINTENANCE	15,000.00	20,676.00	0.00	20,675.60	0.40	100.00 %
<u>01-250-8402</u>	MACHINERY, TOOLS & EQUIPMENT	7,500.00	12,239.00	2,721.24	12,232.67	6.33	99.95 %
<u>01-250-8403</u>	BUILDINGS & STRUCTURES MAINTENANCE	1,500.00	1,500.00	0.00	1,927.18	-427.18	128.48 %
<u>01-250-8404</u>	SOFTWARE MAINTENANCE	7,660.00	17,884.00	2,985.00	12,771.12	5,112.88	71.41 %
Category: 84 - MAINTENANCE Total:		31,660.00	52,299.00	5,706.24	47,606.57	4,692.43	91.03 %
Category: 86 - SERVICES/SUNDRY							
<u>01-250-8602</u>	COMMUNICATIONS SERVICES	102,000.00	91,776.00	59,954.55	91,617.80	158.20	99.83 %
<u>01-250-8603</u>	TRAVEL/TRAINING	6,000.00	6,000.00	0.00	5,415.11	584.89	90.25 %
<u>01-250-8604</u>	ASSOCIATIONS	4,150.00	4,150.00	300.00	1,538.69	2,611.31	37.08 %
<u>01-250-8605</u>	PROFESSIONAL SERVICES	19,280.00	16,580.00	2,996.92	16,903.06	-323.06	101.95 %
<u>01-250-8607</u>	PRE-EMPLOYMENT TESTING	2,000.00	2,000.00	0.00	1,875.72	124.28	93.79 %
<u>01-250-8611</u>	STIPEND	2,190.00	2,190.00	0.00	6,480.00	-4,290.00	295.89 %
<u>01-250-8616</u>	UTILITIES - GAS	6,300.00	6,300.00	0.00	3,595.26	2,704.74	57.07 %
<u>01-250-8620</u>	UTILITIES - CELL PHONE / AIRCARD	1,500.00	1,500.00	196.95	2,244.04	-744.04	149.60 %
<u>01-250-8621</u>	UTILITIES - TV	1,260.00	1,260.00	102.94	1,236.82	23.18	98.16 %
Category: 86 - SERVICES/SUNDRY Total:		144,680.00	131,756.00	63,551.36	130,906.50	849.50	99.36 %
Department: 250 - FIRE Total:		813,852.00	813,852.00	133,642.42	715,226.88	98,625.12	87.88 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & CODE							
Category: 80 - PERSONNEL							
<u>01-300-8001</u>	SALARY	51,870.00	51,870.00	3,990.00	47,785.00	4,085.00	92.12 %
<u>01-300-8003</u>	HOURLY	84,824.00	84,822.00	6,524.96	79,283.24	5,538.76	93.47 %
<u>01-300-8013</u>	OVERTIME	3,000.00	3,000.00	133.30	1,575.06	1,424.94	52.50 %
<u>01-300-8019</u>	MEDICARE	2,026.00	2,026.00	134.25	1,623.45	402.55	80.13 %
<u>01-300-8023</u>	TMRS	18,593.00	18,593.00	1,425.83	17,108.32	1,484.68	92.01 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-300-8025	HEALTH INSURANCE	23,780.00	23,780.00	1,797.44	21,366.22	2,413.78	89.85 %
01-300-8027	DENTAL INSURANCE	1,262.00	1,262.00	92.44	1,102.71	159.29	87.38 %
01-300-8029	LIFE INSURANCE	149.00	149.00	10.42	125.08	23.92	83.95 %
01-300-8031	UNEMPLOYMENT	450.00	452.00	0.00	451.99	0.01	100.00 %
Category: 80 - PERSONNEL Total:		185,954.00	185,954.00	14,108.64	170,421.07	15,532.93	91.65 %
Category: 81 - SUPPLIES							
01-300-8101	OFFICE SUPPLIES	400.00	500.00	76.16	488.42	11.58	97.68 %
01-300-8103	FOOD	750.00	975.00	0.00	931.95	43.05	95.58 %
01-300-8104	UNIFORMS	500.00	475.00	0.00	0.00	475.00	0.00 %
01-300-8107	MINOR TOOLS & EQUIPMENT	200.00	300.00	0.00	268.73	31.27	89.58 %
01-300-8109	REPRODUCTION OUTSIDE	625.00	625.00	0.00	560.33	64.67	89.65 %
01-300-8111	FUEL	3,000.00	3,000.00	0.00	1,095.48	1,904.52	36.52 %
Category: 81 - SUPPLIES Total:		5,475.00	5,875.00	76.16	3,344.91	2,530.09	56.93 %
Category: 84 - MAINTENANCE							
01-300-8401	VEHICLE MAINTENANCE	4,000.00	4,000.00	0.00	1,146.98	2,853.02	28.67 %
01-300-8404	SOFTWARE MAINTENANCE	7,200.00	7,200.00	600.00	6,641.67	558.33	92.25 %
Category: 84 - MAINTENANCE Total:		11,200.00	11,200.00	600.00	7,788.65	3,411.35	69.54 %
Category: 86 - SERVICES/SUNDAY							
01-300-8603	TRAVEL/TRAINING	2,650.00	2,250.00	0.00	260.00	1,990.00	11.56 %
01-300-8604	ASSOCIATIONS	1,195.00	1,195.00	0.00	332.00	863.00	27.78 %
01-300-8607	PRE-EMPLOYMENT TESTING	1,000.00	1,000.00	0.00	163.87	836.13	16.39 %
01-300-8620	UTILITIES - CELL PHONE	1,200.00	1,200.00	45.57	480.04	719.96	40.00 %
Category: 86 - SERVICES/SUNDAY Total:		6,045.00	5,645.00	45.57	1,235.91	4,409.09	21.89 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & COD		208,674.00	208,674.00	14,830.37	182,790.54	25,883.46	87.60 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STREETS							
Category: 80 - PERSONNEL							
01-310-8003	HOURLY	106,411.00	106,387.00	8,198.62	99,439.66	6,947.34	93.47 %
01-310-8013	OVERTIME	1,500.00	1,500.00	224.39	3,461.53	-1,961.53	230.77 %
01-310-8019	MEDICARE	1,565.00	1,565.00	108.35	1,323.08	241.92	84.54 %
01-310-8023	TMRS	14,363.00	14,363.00	1,127.85	13,686.58	676.42	95.29 %
01-310-8025	HEALTH INSURANCE	21,237.00	21,237.00	1,860.09	19,617.54	1,619.46	92.37 %
01-310-8027	DENTAL INSURANCE	1,578.00	1,578.00	92.38	1,102.31	475.69	69.85 %
01-310-8029	LIFE INSURANCE	186.00	186.00	10.38	124.76	61.24	67.08 %
01-310-8031	UNEMPLOYMENT	563.00	587.00	1.77	586.85	0.15	99.97 %
Category: 80 - PERSONNEL Total:		147,403.00	147,403.00	11,623.83	139,342.31	8,060.69	94.53 %
Category: 81 - SUPPLIES							
01-310-8101	OFFICE SUPPLIES	250.00	250.00	0.00	66.00	184.00	26.40 %
01-310-8104	UNIFORMS	500.00	500.00	0.00	293.17	206.83	58.63 %
01-310-8107	MINOR TOOLS & EQUIPMENT	25,000.00	25,000.00	345.92	19,095.73	5,904.27	76.38 %
01-310-8111	FUEL	12,000.00	12,000.00	0.00	5,896.75	6,103.25	49.14 %
Category: 81 - SUPPLIES Total:		37,750.00	37,750.00	345.92	25,351.65	12,398.35	67.16 %
Category: 84 - MAINTENANCE							
01-310-8401	VEHICLE MAINTENANCE	2,400.00	2,400.00	67.25	964.94	1,435.06	40.21 %
01-310-8402	MACHINERY, TOOLS & EQUIPMENT	2,400.00	12,400.00	9,144.16	11,547.53	852.47	93.13 %
01-310-8405	LAND MAINTENANCE	1,000.00	1,000.00	0.00	12.81	987.19	1.28 %
Category: 84 - MAINTENANCE Total:		5,800.00	15,800.00	9,211.41	12,525.28	3,274.72	79.27 %
Category: 86 - SERVICES/SUNDAY							
01-310-8605	PROFESSIONAL SERVICES	162,000.00	152,000.00	11,045.44	101,978.55	50,021.45	67.09 %
Category: 86 - SERVICES/SUNDAY Total:		162,000.00	152,000.00	11,045.44	101,978.55	50,021.45	67.09 %
Category: 89 - CAPITAL							
01-310-8903	EQUIPMENT - MOTOR VEHICLES	0.00	90,000.00	0.00	0.00	90,000.00	0.00 %
Category: 89 - CAPITAL Total:		0.00	90,000.00	0.00	0.00	90,000.00	0.00 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STR		352,953.00	442,953.00	32,226.60	279,197.79	163,755.21	63.03 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 900 - NON-DEPARTMENTAL							
Category: 81 - SUPPLIES							
01-900-8102	JANITORIAL SUPPLIES	4,500.00	4,500.00	109.36	2,728.19	1,771.81	60.63 %
	Category: 81 - SUPPLIES Total:	4,500.00	4,500.00	109.36	2,728.19	1,771.81	60.63 %
Category: 84 - MAINTENANCE							
01-900-8403	BUILDINGS & STRUCTURES MAINTENANCE	30,300.00	34,100.00	68.25	34,040.84	59.16	99.83 %
01-900-8404	SOFTWARE MAINTENANCE	1,900.00	1,945.00	0.00	1,944.00	1.00	99.95 %
	Category: 84 - MAINTENANCE Total:	32,200.00	36,045.00	68.25	35,984.84	60.16	99.83 %
Category: 86 - SERVICES/SUNDRY							
01-900-8601	IT SERVICES	63,200.00	63,200.00	2,724.32	47,149.29	16,050.71	74.60 %
01-900-8603	TRAVEL/TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-900-8605	PROFESSIONAL SERVICES	221,140.00	256,140.00	16,483.81	252,414.07	3,725.93	98.55 %
01-900-8609	UTILITIES - ELECTRIC	35,000.00	35,000.00	2,867.29	28,998.38	6,001.62	82.85 %
01-900-8610	UTILITIES - PHONE / INTERNET	12,500.00	12,500.00	924.87	10,774.57	1,725.43	86.20 %
01-900-8621	UTILITIES - TV	420.00	420.00	34.29	377.14	42.86	89.80 %
01-900-8640	BUILDING RENTAL	28,980.00	29,032.00	2,466.25	29,031.25	0.75	100.00 %
	Category: 86 - SERVICES/SUNDRY Total:	363,740.00	398,792.00	25,500.83	368,744.70	30,047.30	92.47 %
Category: 88 - TRANSFER OUT							
01-900-8822	TRANSFER TO EQUIPMENT REPLACEMENT	250,000.00	250,000.00	8,505.00	250,000.00	0.00	100.00 %
01-900-8826	TRANSFER TO PD DONATIONS FUN	0.00	8,505.00	0.00	8,505.00	0.00	100.00 %
01-900-8829	TRANSFER TO PARKS FUND	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00 %
01-900-8861	TRANSFER TO STREET CONSTRUCTION	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
01-900-8863	TRANSFER TO DRAINAGE IMPROVEMENT	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
01-900-8865	TRANSFER TO FACILITY IMPROVEMENT	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
	Category: 88 - TRANSFER OUT Total:	1,105,000.00	1,113,505.00	8,505.00	1,113,505.00	0.00	100.00 %
Category: 89 - CAPITAL							
01-900-8902	HARDWARE/SOFTWARE	0.00	128,579.00	0.00	98,147.95	30,431.05	76.33 %
	Category: 89 - CAPITAL Total:	0.00	128,579.00	0.00	98,147.95	30,431.05	76.33 %
Department: 900 - NON-DEPARTMENTAL Total:							
	Expense Total:	1,505,440.00	1,681,421.00	34,183.44	1,619,110.68	62,310.32	96.29 %
Fund: 01 - GENERAL FUND Surplus (Deficit):							
		135.00	-265,846.00	503,898.59	1,485,870.51	1,751,716.51	-558.92 %
Fund: 03 - WATER/WASTEWATER FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 46 - CHARGES FOR SERVICES							
03-000-4620	WATER SALES	3,090,000.00	3,090,000.00	8,256.76	2,168,351.62	-921,648.38	70.17 %
03-000-4622	METER SET FEE	145,000.00	145,000.00	25,630.00	193,630.00	48,630.00	133.54 %
03-000-4624	ACCOUNT SET UP FEES	12,500.00	12,500.00	2,200.00	12,800.00	300.00	102.40 %
03-000-4626	RECONNECT FEE	100.00	100.00	0.00	100.00	0.00	100.00 %
03-000-4630	SEWER SERVICE	380,000.00	380,000.00	1,035.87	334,629.92	-45,370.08	88.06 %
03-000-4632	SEWER TAP FEE	18,000.00	18,000.00	0.00	13,000.00	-5,000.00	72.22 %
	Category: 46 - CHARGES FOR SERVICES Total:	3,645,600.00	3,645,600.00	37,122.63	2,722,511.54	-923,088.46	74.68 %
Category: 48 - INTEREST							
03-000-4800	INTEREST	5,000.00	5,000.00	7.13	307.91	-4,692.09	6.16 %
	Category: 48 - INTEREST Total:	5,000.00	5,000.00	7.13	307.91	-4,692.09	6.16 %
Category: 49 - MISCELLANEOUS REVENUES							
03-000-4904	LATE FEES	15,000.00	15,000.00	897,153.60	897,146.42	882,146.42	5,980.98 %
03-000-4912	OTHER INCOME	20,000.00	20,000.00	0.00	4,250.00	-15,750.00	21.25 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	35,000.00	35,000.00	897,153.60	901,396.42	866,396.42	2,575.42 %
Department: 000 - NON-DEPARTMENTAL Total:							
	Revenue Total:	3,685,600.00	3,685,600.00	934,283.36	3,624,215.87	-61,384.13	98.33 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 600 - WATER							
Category: 80 - PERSONNEL							
<u>03-600-8001</u>	SALARY	181,913.00	181,913.00	14,102.10	168,837.54	13,075.46	92.81 %
<u>03-600-8003</u>	HOURLY	202,819.00	202,819.00	14,897.38	151,177.44	51,641.56	74.54 %
<u>03-600-8007</u>	CAR ALLOWANCE	3,600.00	3,600.00	276.92	3,323.04	276.96	92.31 %
<u>03-600-8009</u>	INSURANCE STIPEND	3,681.00	3,681.00	283.08	3,396.96	284.04	92.28 %
<u>03-600-8013</u>	OVERTIME	4,000.00	4,000.00	199.64	2,942.24	1,057.76	73.56 %
<u>03-600-8019</u>	MEDICARE	5,742.00	5,742.00	388.35	4,284.22	1,457.78	74.61 %
<u>03-600-8023</u>	TMRS	52,709.00	52,709.00	3,984.69	43,839.32	8,869.68	83.17 %
<u>03-600-8025</u>	HEALTH INSURANCE	71,926.00	71,926.00	4,650.63	50,297.09	21,628.91	69.93 %
<u>03-600-8027</u>	DENTAL INSURANCE	4,102.00	4,102.00	256.01	2,878.22	1,223.78	70.17 %
<u>03-600-8029</u>	LIFE INSURANCE	483.00	483.00	28.78	345.19	137.81	71.47 %
<u>03-600-8031</u>	UNEMPLOYMENT	1,350.00	1,350.00	10.13	1,170.51	179.49	86.70 %
Category: 80 - PERSONNEL Total:		532,325.00	532,325.00	39,077.71	432,491.77	99,833.23	81.25 %
Category: 81 - SUPPLIES							
<u>03-600-8101</u>	OFFICE SUPPLIES	1,200.00	1,200.00	93.75	455.50	744.50	37.96 %
<u>03-600-8103</u>	FOOD	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>03-600-8104</u>	UNIFORMS	1,000.00	500.00	0.00	0.00	500.00	0.00 %
<u>03-600-8107</u>	MINOR TOOLS & EQUIPMENT	1,000.00	1,000.00	105.66	224.78	775.22	22.48 %
<u>03-600-8108</u>	POSTAGE	2,500.00	3,325.00	0.00	2,825.00	500.00	84.96 %
<u>03-600-8109</u>	REPRODUCTION OUTSIDE	18,650.00	14,650.00	810.09	10,781.14	3,868.86	73.59 %
<u>03-600-8111</u>	FUEL	9,000.00	9,000.00	0.00	8,326.52	673.48	92.52 %
Category: 81 - SUPPLIES Total:		33,850.00	30,175.00	1,009.50	22,612.94	7,562.06	74.94 %
Category: 84 - MAINTENANCE							
<u>03-600-8401</u>	VEHICLE MAINTENANCE	5,000.00	4,000.00	0.00	2,148.26	1,851.74	53.71 %
<u>03-600-8402</u>	MACHINERY, TOOLS & EQUIPMENT	2,850.00	8,450.00	8,226.29	8,362.29	87.71	98.96 %
<u>03-600-8404</u>	SOFTWARE MAINTENANCE	39,300.00	40,800.00	21,534.97	40,790.18	9.82	99.98 %
<u>03-600-8406</u>	WATER MAINS	7,500.00	5,000.00	0.00	2,456.67	2,543.33	49.13 %
<u>03-600-8407</u>	PLANT, TOWERS, WELLS, PUMPS	5,000.00	5,000.00	0.00	3,260.44	1,739.56	65.21 %
<u>03-600-8408</u>	METER/METER BOX	26,250.00	55,950.00	0.00	55,882.22	67.78	99.88 %
<u>03-600-8409</u>	SERVICE LINES	10,000.00	8,500.00	280.00	6,922.17	1,577.83	81.44 %
Category: 84 - MAINTENANCE Total:		95,900.00	127,700.00	30,041.26	119,822.23	7,877.77	93.83 %
Category: 86 - SERVICES/SUNDRY							
<u>03-600-8603</u>	TRAVEL/TRAINING	4,550.00	3,050.00	0.00	2,520.00	530.00	82.62 %
<u>03-600-8604</u>	ASSOCIATIONS	1,410.00	585.00	0.00	0.00	585.00	0.00 %
<u>03-600-8605</u>	PROFESSIONAL SERVICES	5,500.00	6,100.00	222.66	5,584.64	515.36	91.55 %
<u>03-600-8608</u>	WATER PURCHASE	1,830,940.00	1,830,940.00	148,926.12	1,628,108.81	202,831.19	88.92 %
<u>03-600-8615</u>	UTILITIES - ELECTRIC	35,000.00	35,000.00	4,990.62	32,021.93	2,978.07	91.49 %
<u>03-600-8620</u>	UTILITIES - CELL PHONE	6,200.00	5,700.00	385.83	4,497.43	1,202.57	78.90 %
Category: 86 - SERVICES/SUNDRY Total:		1,883,600.00	1,881,375.00	154,525.23	1,672,732.81	208,642.19	88.91 %
Category: 89 - CAPITAL							
<u>03-600-8935</u>	METER/METER BOXES	47,250.00	21,350.00	0.00	13,943.08	7,406.92	65.31 %
Category: 89 - CAPITAL Total:		47,250.00	21,350.00	0.00	13,943.08	7,406.92	65.31 %
Department: 600 - WATER Total:		2,592,925.00	2,592,925.00	224,653.70	2,261,602.83	331,322.17	87.22 %
Department: 610 - WASTEWATER							
Category: 80 - PERSONNEL							
<u>03-610-8003</u>	HOURLY	16,468.00	16,468.00	1,280.00	15,109.45	1,358.55	91.75 %
<u>03-610-8013</u>	OVERTIME	500.00	500.00	0.00	634.69	-134.69	126.94 %
<u>03-610-8019</u>	MEDICARE	246.00	246.00	17.44	212.12	33.88	86.23 %
<u>03-610-8023</u>	TMRS	2,258.00	2,258.00	171.38	2,093.72	164.28	92.72 %
<u>03-610-8025</u>	HEALTH INSURANCE	3,912.00	3,912.00	332.96	3,607.17	304.83	92.21 %
<u>03-610-8027</u>	DENTAL INSURANCE	316.00	316.00	23.10	275.43	40.57	87.16 %
<u>03-610-8029</u>	LIFE INSURANCE	37.00	37.00	2.60	31.12	5.88	84.11 %
<u>03-610-8031</u>	UNEMPLOYMENT	113.00	113.00	1.77	206.78	-93.78	182.99 %
Category: 80 - PERSONNEL Total:		23,850.00	23,850.00	1,829.25	22,170.48	1,679.52	92.96 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 81 - SUPPLIES							
<u>03-610-8107</u>	MINOR TOOLS & EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00 %
	Category: 81 - SUPPLIES Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 84 - MAINTENANCE							
<u>03-610-8407</u>	PLANT, TOWERS, WELLS, PUMPS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
	Category: 84 - MAINTENANCE Total:	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Category: 86 - SERVICES/SUNDRY							
<u>03-610-8609</u>	WASTEWATER TREATMENT	368,000.00	368,000.00	21,216.93	303,677.39	64,322.61	82.52 %
<u>03-610-8615</u>	UTILITIES - ELECTRIC	3,000.00	3,000.00	139.05	2,190.60	809.40	73.02 %
	Category: 86 - SERVICES/SUNDRY Total:	371,000.00	371,000.00	21,355.98	305,867.99	65,132.01	82.44 %
	Department: 610 - WASTEWATER Total:	397,850.00	397,850.00	23,185.23	328,038.47	69,811.53	82.45 %
Department: 900 - NON-DEPARTMENTAL							
Category: 84 - MAINTENANCE							
<u>03-900-8402</u>	MACHINERY, TOOLS & EQUIPMENT	4,490.00	4,490.00	461.33	3,333.25	1,156.75	74.24 %
	Category: 84 - MAINTENANCE Total:	4,490.00	4,490.00	461.33	3,333.25	1,156.75	74.24 %
Category: 86 - SERVICES/SUNDRY							
<u>03-900-8605</u>	PROFESSIONAL SERVICES	82,000.00	121,710.00	10.00	46,300.35	75,409.65	38.04 %
	Category: 86 - SERVICES/SUNDRY Total:	82,000.00	121,710.00	10.00	46,300.35	75,409.65	38.04 %
Category: 88 - TRANSFER OUT							
<u>03-900-8801</u>	TRANSFER TO GENERAL FUND	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
<u>03-900-8822</u>	TRANSFER TO EQUIPMENT REPLAC	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
<u>03-900-8841</u>	TRANSFER TO REVENUE BOND I&S	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
	Category: 88 - TRANSFER OUT Total:	604,702.00	604,702.00	0.00	604,702.00	0.00	100.00 %
	Department: 900 - NON-DEPARTMENTAL Total:	691,192.00	730,902.00	471.33	654,335.60	76,566.40	89.52 %
	Expense Total:	3,681,967.00	3,721,677.00	248,310.26	3,243,976.90	477,700.10	87.16 %
	Fund: 03 - WATER/WASTEWATER FUND Surplus (Deficit):	3,633.00	-36,077.00	685,973.10	380,238.97	416,315.97	-1,053.97 %
Fund: 05 - SOLID WASTE FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 46 - CHARGES FOR SERVICES							
<u>05-000-4640</u>	SOLID WASTE FEE	294,800.00	294,800.00	80,094.97	461,749.22	166,949.22	156.63 %
<u>05-000-4642</u>	RECYCLING FEE	112,464.00	112,464.00	0.00	0.00	-112,464.00	0.00 %
	Category: 46 - CHARGES FOR SERVICES Total:	407,264.00	407,264.00	80,094.97	461,749.22	54,485.22	113.38 %
Category: 49 - MISCELLANEOUS REVENUES							
<u>05-000-4912</u>	OTHER INCOME	30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	437,792.00	437,792.00	80,094.97	461,749.22	23,957.22	105.47 %
	Revenue Total:	437,792.00	437,792.00	80,094.97	461,749.22	23,957.22	105.47 %
Expense							
Department: 620 - SOLID WASTE							
Category: 86 - SERVICES/SUNDRY							
<u>05-620-8605</u>	PROFESSIONAL SERVICES	407,264.00	407,264.00	34,301.04	374,694.54	32,569.46	92.00 %
	Category: 86 - SERVICES/SUNDRY Total:	407,264.00	407,264.00	34,301.04	374,694.54	32,569.46	92.00 %
Category: 88 - TRANSFER OUT							
<u>05-620-8801</u>	TRANSFER TO GENERAL FUND	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
	Category: 88 - TRANSFER OUT Total:	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
	Department: 620 - SOLID WASTE Total:	432,264.00	432,264.00	34,301.04	399,694.54	32,569.46	92.47 %
	Expense Total:	432,264.00	432,264.00	34,301.04	399,694.54	32,569.46	92.47 %
	Fund: 05 - SOLID WASTE FUND Surplus (Deficit):	5,528.00	5,528.00	45,793.93	62,054.68	56,526.68	1,122.55 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 21 - LAW ENFORCEMENT FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 49 - MISCELLANEOUS REVENUES							
21-000-4912	OTHER INCOME	0.00	0.00	416.00	416.00	416.00	0.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	0.00	0.00	416.00	416.00	416.00	0.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	0.00	0.00	416.00	416.00	416.00	0.00 %
	Revenue Total:	0.00	0.00	416.00	416.00	416.00	0.00 %
Expense							
Department: 220 - POLICE SPECIAL OPERATIONS							
Category: 81 - SUPPLIES							
21-220-8107	MINOR TOOLS & EQUIPMENT	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
	Category: 81 - SUPPLIES Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
	Department: 220 - POLICE SPECIAL OPERATIONS Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
	Expense Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
	Fund: 21 - LAW ENFORCEMENT FUND Surplus (Deficit):	-7,898.00	-7,898.00	416.00	416.00	8,314.00	-5.27 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
22-000-5001	TRANSFER FROM GENERAL FUND	250,000.00	250,000.00	8,505.00	250,000.00	0.00	100.00 %
22-000-5003	TRANSFER FROM WATER/WASTEW	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
	Revenue Total:	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 89 - CAPITAL							
22-900-8903	MOTOR VEHICLES	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
	Category: 89 - CAPITAL Total:	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
	Department: 900 - NON-DEPARTMENTAL Total:	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
	Expense Total:	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
	Fund: 22 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	209,400.00	209,400.00	8,505.00	212,790.00	3,390.00	101.62 %
Fund: 23 - COURT SECURITY FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 47 - FINES & FORFEITURES							
23-000-4702	SECURITY FEE	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
	Category: 47 - FINES & FORFEITURES Total:	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
	Department: 000 - NON-DEPARTMENTAL Total:	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
	Revenue Total:	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 81 - SUPPLIES							
23-900-8107	MINOR TOOLS & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
23-900-8113	COMPUTER HARDWARE/SOFTWAR	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
	Category: 81 - SUPPLIES Total:	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %

Budget Report

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 86 - SERVICES/SUNDRY						
23-900-8603 TRAVEL/TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 86 - SERVICES/SUNDRY Total:	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Expense Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Fund: 23 - COURT SECURITY FUND Surplus (Deficit):	-1,200.00	-1,200.00	454.26	4,324.45	5,524.45	-360.37 %
Fund: 24 - COURT TECHNOLOGY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
Category: 47 - FINES & FORFEITURES						
24-000-4704 TECHNOLOGY FEE	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Category: 47 - FINES & FORFEITURES Total:	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Department: 000 - NON-DEPARTMENTAL Total:	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Revenue Total:	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
Category: 81 - SUPPLIES						
24-900-8101 OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	0.00 %
24-900-8107 MINOR TOOLS & EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 81 - SUPPLIES Total:	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
Category: 84 - MAINTENANCE						
24-900-8404 SOFTWARE MAINTENANCE	5,100.00	5,100.00	0.00	4,554.03	545.97	89.29 %
Category: 84 - MAINTENANCE Total:	5,100.00	5,100.00	0.00	4,554.03	545.97	89.29 %
Department: 900 - NON-DEPARTMENTAL Total:	8,300.00	8,300.00	0.00	4,554.03	3,745.97	54.87 %
Expense Total:	8,300.00	8,300.00	0.00	4,554.03	3,745.97	54.87 %
Fund: 24 - COURT TECHNOLOGY FUND Surplus (Deficit):	-4,700.00	-4,700.00	372.37	-916.84	3,783.16	19.51 %
Fund: 25 - CHILD SAFETY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
Category: 47 - FINES & FORFEITURES						
25-000-4706 CHILD SAFETY FEE	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Category: 47 - FINES & FORFEITURES Total:	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Department: 000 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Revenue Total:	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
Category: 81 - SUPPLIES						
25-900-8107 MINOR TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 81 - SUPPLIES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Expense Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Fund: 25 - CHILD SAFETY FUND Surplus (Deficit):	0.00	0.00	1,642.14	5,926.82	5,926.82	0.00 %
Fund: 26 - POLICE DONATIONS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
Category: 49 - MISCELLANEOUS REVENUES						
26-000-4900 DONATIONS	250.00	250.00	0.00	2,000.00	1,750.00	800.00 %
Category: 49 - MISCELLANEOUS REVENUES Total:	250.00	250.00	0.00	2,000.00	1,750.00	800.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 50 - TRANSFERS IN							
<u>26-000-5001</u>	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	8,505.00	8,505.00	0.00 %
	Category: 50 - TRANSFERS IN Total:	0.00	0.00	0.00	8,505.00	8,505.00	0.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	250.00	250.00	0.00	10,505.00	10,255.00	4,202.00 %
	Revenue Total:	250.00	250.00	0.00	10,505.00	10,255.00	4,202.00 %
Expense							
Department: 230 - POLICE DONATIONS							
Category: 81 - SUPPLIES							
<u>26-230-8107</u>	MINOR TOOLS & EQUIPMENT	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
	Category: 81 - SUPPLIES Total:	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
	Department: 230 - POLICE DONATIONS Total:	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
	Expense Total:	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
	Fund: 26 - POLICE DONATIONS FUND Surplus (Deficit):	-8,255.00	-8,255.00	0.00	6,409.30	14,664.30	-77.64 %
Fund: 27 - FIRE DONATIONS FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 48 - INTEREST							
<u>27-000-4800</u>	INTEREST	180.00	180.00	0.00	0.00	-180.00	0.00 %
	Category: 48 - INTEREST Total:	180.00	180.00	0.00	0.00	-180.00	0.00 %
Category: 49 - MISCELLANEOUS REVENUES							
<u>27-000-4900</u>	DONATIONS	2,000.00	2,000.00	1,000.00	2,600.00	600.00	130.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	2,000.00	2,000.00	1,000.00	2,600.00	600.00	130.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	2,180.00	2,180.00	1,000.00	2,600.00	420.00	119.27 %
	Revenue Total:	2,180.00	2,180.00	1,000.00	2,600.00	420.00	119.27 %
Expense							
Department: 280 - FIRE DONATIONS							
Category: 81 - SUPPLIES							
<u>27-280-8104</u>	UNIFORMS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
<u>27-280-8105</u>	PROTECTIVE CLOTHING	14,200.00	14,200.00	0.00	0.00	14,200.00	0.00 %
<u>27-280-8107</u>	MINOR TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	10.32	4,989.68	0.21 %
	Category: 81 - SUPPLIES Total:	29,200.00	29,200.00	0.00	10.32	29,189.68	0.04 %
Category: 84 - MAINTENANCE							
<u>27-280-8402</u>	MACHINERY, TOOLS & EQUIPMENT	5,000.00	12,200.00	0.00	12,182.90	17.10	99.86 %
	Category: 84 - MAINTENANCE Total:	5,000.00	12,200.00	0.00	12,182.90	17.10	99.86 %
Category: 89 - CAPITAL							
<u>27-280-8904</u>	MACHINES, TOOLS & IMPLEMENTS	30,000.00	22,800.00	0.00	16,483.01	6,316.99	72.29 %
	Category: 89 - CAPITAL Total:	30,000.00	22,800.00	0.00	16,483.01	6,316.99	72.29 %
	Department: 280 - FIRE DONATIONS Total:	64,200.00	64,200.00	0.00	28,676.23	35,523.77	44.67 %
	Expense Total:	64,200.00	64,200.00	0.00	28,676.23	35,523.77	44.67 %
	Fund: 27 - FIRE DONATIONS FUND Surplus (Deficit):	-62,020.00	-62,020.00	1,000.00	-26,076.23	35,943.77	42.04 %
Fund: 29 - PARKS FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 49 - MISCELLANEOUS REVENUES							
<u>29-000-4900</u>	DONATIONS	5,000.00	5,000.00	0.00	750.00	-4,250.00	15.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	5,000.00	5,000.00	0.00	750.00	-4,250.00	15.00 %
Category: 50 - TRANSFERS IN							
<u>29-000-5001</u>	TRANSFER FROM GENERAL FUND	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	10,000.00	10,000.00	0.00	5,750.00	-4,250.00	57.50 %
	Revenue Total:	10,000.00	10,000.00	0.00	5,750.00	-4,250.00	57.50 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 320 - PARKS, RECREATION & OPEN SPACE							
Category: 81 - SUPPLIES							
29-320-8103	FOOD	300.00	300.00	0.00	0.00	300.00	0.00 %
	Category: 81 - SUPPLIES Total:	300.00	300.00	0.00	0.00	300.00	0.00 %
Category: 84 - MAINTENANCE							
29-320-8405	LAND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Category: 84 - MAINTENANCE Total:	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 86 - SERVICES/SUNDRY							
29-320-8604	ASSOCIATIONS	200.00	200.00	0.00	175.00	25.00	87.50 %
29-320-8622	SPECIAL EVENTS	8,500.00	8,500.00	0.00	2,000.00	6,500.00	23.53 %
	Category: 86 - SERVICES/SUNDRY Total:	8,700.00	8,700.00	0.00	2,175.00	6,525.00	25.00 %
Department: 320 - PARKS, RECREATION & OPEN SPACE Total:							
	Expense Total:	10,000.00	10,000.00	0.00	2,175.00	7,825.00	21.75 %
Fund: 29 - PARKS FUND Surplus (Deficit):							
		0.00	0.00	0.00	3,575.00	3,575.00	0.00 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 41 - PROPERTY TAXES							
40-000-4100	PROPERTY TAX - CURRENT	402,066.00	402,066.00	1,750.18	407,927.56	5,861.56	101.46 %
40-000-4102	PROPERTY TAX - DELINQUENT	4,981.00	4,981.00	0.00	1,559.48	-3,421.52	31.31 %
40-000-4104	PENALTY & INTEREST	2,000.00	2,000.00	7.97	1,620.14	-379.86	81.01 %
	Category: 41 - PROPERTY TAXES Total:	409,047.00	409,047.00	1,758.15	411,107.18	2,060.18	100.50 %
Category: 49 - MISCELLANEOUS REVENUES							
40-000-4912	OTHER INCOME	0.00	0.00	0.00	8,441.91	8,441.91	0.00 %
	Category: 49 - MISCELLANEOUS REVENUES Total:	0.00	0.00	0.00	8,441.91	8,441.91	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:							
	Revenue Total:	409,047.00	409,047.00	1,758.15	419,549.09	10,502.09	102.57 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 87 - DEBT SERVICE							
40-900-8701	PRINCIPAL	369,725.00	369,725.00	0.00	369,725.00	0.00	100.00 %
40-900-8703	INTEREST	49,284.00	49,284.00	0.00	49,222.06	61.94	99.87 %
40-900-8705	PAYING AGENT FEES	1,500.00	1,500.00	0.00	129.24	1,370.76	8.62 %
	Category: 87 - DEBT SERVICE Total:	420,509.00	420,509.00	0.00	419,076.30	1,432.70	99.66 %
Department: 900 - NON-DEPARTMENTAL Total:							
	Expense Total:	420,509.00	420,509.00	0.00	419,076.30	1,432.70	99.66 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE Surplus (Deficit):							
		-11,462.00	-11,462.00	1,758.15	472.79	11,934.79	-4.12 %
Fund: 41 - REVENUE BOND I&S							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
41-000-5003	TRANSFER FROM WATER/WASTEW	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:							
	Revenue Total:	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 87 - DEBT SERVICE							
41-900-8701	PRINCIPAL	285,275.00	285,275.00	0.00	285,275.00	0.00	100.00 %
41-900-8703	INTEREST	266,927.00	266,927.00	0.00	266,926.48	0.52	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Favorable (Unfavorable)	Percent Used
41-900-8705	PAYING AGENT FEES	2,500.00	2,500.00	350.00	470.76	2,029.24	18.83 %
	Category: 87 - DEBT SERVICE Total:	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
	Department: 900 - NON-DEPARTMENTAL Total:	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
	Expense Total:	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
	Fund: 41 - REVENUE BOND I&S Surplus (Deficit):	0.00	0.00	-350.00	2,029.76	2,029.76	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND							
Revenue							
	Department: 000 - NON-DEPARTMENTAL						
	Category: 46 - CHARGES FOR SERVICES						
60-000-4628	UTILITY IMPACT FEE	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
	Category: 46 - CHARGES FOR SERVICES Total:	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
	Department: 000 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
	Revenue Total:	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
Expense							
	Department: 900 - NON-DEPARTMENTAL						
	Category: 89 - CAPITAL						
60-900-8931	BUILDINGS & STRUCTURES - UTILIT	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Category: 89 - CAPITAL Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Department: 900 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Expense Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
	Fund: 60 - UTILITY IMPACT FEE FUND Surplus (Deficit):	0.00	0.00	55,145.32	354,505.54	354,505.54	0.00 %
Fund: 61 - STREET CONSTRUCTION FUND							
Revenue							
	Department: 000 - NON-DEPARTMENTAL						
	Category: 50 - TRANSFERS IN						
61-000-5001	TRANSFER FROM GENERAL FUND	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
	Revenue Total:	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
Expense							
	Department: 900 - NON-DEPARTMENTAL						
	Category: 84 - MAINTENANCE						
61-900-8414	MAINT - STREETS & ALLEYS	50,000.00	50,000.00	0.00	4,039.34	45,960.66	8.08 %
	Category: 84 - MAINTENANCE Total:	50,000.00	50,000.00	0.00	4,039.34	45,960.66	8.08 %
	Category: 86 - SERVICES/SUNDAY						
61-900-8605	PROFESSIONAL SERVICES	50,000.00	50,000.00	1,002.75	31,240.94	18,759.06	62.48 %
	Category: 86 - SERVICES/SUNDAY Total:	50,000.00	50,000.00	1,002.75	31,240.94	18,759.06	62.48 %
	Category: 89 - CAPITAL						
61-900-8932	BUILDINGS & STRUCTURES - STREE	300,000.00	300,000.00	0.00	291,596.45	8,403.55	97.20 %
	Category: 89 - CAPITAL Total:	300,000.00	300,000.00	0.00	291,596.45	8,403.55	97.20 %
	Department: 900 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	1,002.75	326,876.73	73,123.27	81.72 %
	Expense Total:	400,000.00	400,000.00	1,002.75	326,876.73	73,123.27	81.72 %
	Fund: 61 - STREET CONSTRUCTION FUND Surplus (Deficit):	0.00	0.00	-1,002.75	73,123.27	73,123.27	0.00 %
Fund: 62 - UTILITY CONSTRUCTION FUND							
Revenue							
	Department: 000 - NON-DEPARTMENTAL						
	Category: 45 - INTERGOVERNMENTAL						
62-000-4530	STATE GRANT	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
	Category: 45 - INTERGOVERNMENTAL Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 48 - INTEREST							
<u>62-000-4800</u>	INTEREST	50,000.00	50,000.00	64.13	2,784.42	-47,215.58	5.57 %
	Category: 48 - INTEREST Total:	50,000.00	50,000.00	64.13	2,784.42	-47,215.58	5.57 %
	Department: 000 - NON-DEPARTMENTAL Total:	150,000.00	150,000.00	64.13	2,784.42	-147,215.58	1.86 %
	Revenue Total:	150,000.00	150,000.00	64.13	2,784.42	-147,215.58	1.86 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 86 - SERVICES/SUNDRY							
<u>62-900-8605</u>	PROFESSIONAL SERVICES	150,000.00	150,000.00	17,000.00	102,838.55	47,161.45	68.56 %
	Category: 86 - SERVICES/SUNDRY Total:	150,000.00	150,000.00	17,000.00	102,838.55	47,161.45	68.56 %
Category: 89 - CAPITAL							
<u>62-900-8931</u>	BUILDINGS & STRUCTURES - UTILIT	6,500,000.00	6,500,000.00	203,931.42	3,242,839.78	3,257,160.22	49.89 %
	Category: 89 - CAPITAL Total:	6,500,000.00	6,500,000.00	203,931.42	3,242,839.78	3,257,160.22	49.89 %
	Department: 900 - NON-DEPARTMENTAL Total:	6,650,000.00	6,650,000.00	220,931.42	3,345,678.33	3,304,321.67	50.31 %
	Expense Total:	6,650,000.00	6,650,000.00	220,931.42	3,345,678.33	3,304,321.67	50.31 %
	Fund: 62 - UTILITY CONSTRUCTION FUND Surplus (Deficit):	-6,500,000.00	-6,500,000.00	-220,867.29	-3,342,893.91	3,157,106.09	51.43 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
<u>63-000-5001</u>	TRANSFER FROM GENERAL FUND	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
	Revenue Total:	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 86 - SERVICES/SUNDRY							
<u>63-900-8605</u>	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
	Category: 86 - SERVICES/SUNDRY Total:	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
	Department: 900 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
	Expense Total:	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
	Fund: 63 - DRAINAGE IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	97,873.95	97,873.95	0.00 %
Fund: 65 - FACILITIES IMPROVEMENT FUND							
Revenue							
Department: 000 - NON-DEPARTMENTAL							
Category: 50 - TRANSFERS IN							
<u>65-000-5001</u>	TRANSFER FROM GENERAL FUND	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
	Category: 50 - TRANSFERS IN Total:	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
	Department: 000 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
	Revenue Total:	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
Expense							
Department: 900 - NON-DEPARTMENTAL							
Category: 86 - SERVICES/SUNDRY							
<u>65-900-8605</u>	PROFESSIONAL SERVICES	350,000.00	350,000.00	2,467.00	50,484.68	299,515.32	14.42 %
	Category: 86 - SERVICES/SUNDRY Total:	350,000.00	350,000.00	2,467.00	50,484.68	299,515.32	14.42 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 89 - CAPITAL						
65-900-8930	BUILDINGS & STRUCTURES - BUILDI	0.00	0.00	0.00	56.71	-56.71 0.00 %
	Category: 89 - CAPITAL Total:	0.00	0.00	0.00	56.71	-56.71 0.00 %
	Department: 900 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	2,467.00	50,541.39	299,458.61 14.44 %
	Expense Total:	350,000.00	350,000.00	2,467.00	50,541.39	299,458.61 14.44 %
	Fund: 65 - FACILITIES IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	-2,467.00	299,458.61	299,458.61 0.00 %
	Report Surplus (Deficit):	-6,376,839.00	-6,682,530.00	1,080,271.82	-380,817.33	6,301,712.67 5.70 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
41 - PROPERTY TAXES	3,680,692.00	3,680,692.00	15,907.72	3,713,065.60	32,373.60	100.88 %
42 - SALES & USE TAXES	245,194.00	245,194.00	42,483.27	301,623.31	56,429.31	123.01 %
43 - FRANCHISE TAXES	271,500.00	271,500.00	25,823.94	237,932.80	-33,567.20	87.64 %
44 - LICENSES & PERMITS	438,000.00	438,000.00	124,765.60	721,982.37	283,982.37	164.84 %
45 - INTERGOVERNMENTAL	1,200.00	1,200.00	641,393.93	642,529.74	641,329.74	3,544.15 %
46 - CHARGES FOR SERVICES	7,500.00	7,500.00	1,600.00	75,511.11	68,011.11	1,006.81 %
47 - FINES & FORFEITURES	220,000.00	220,000.00	21,604.77	203,892.66	-16,107.34	92.68 %
48 - INTEREST	44,700.00	44,700.00	14.26	619.27	-44,080.73	1.39 %
49 - MISCELLANEOUS REVENUES	5,000.00	5,000.00	253.71	94,727.97	89,727.97	1,894.56 %
50 - TRANSFERS IN	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	4,963,786.00	4,963,786.00	873,847.20	6,041,884.83	1,078,098.83	121.72 %
Revenue Total:	4,963,786.00	4,963,786.00	873,847.20	6,041,884.83	1,078,098.83	121.72 %
Expense						
Department: 100 - CITY COUNCIL						
81 - SUPPLIES	3,500.00	4,700.00	80.88	4,037.98	662.02	85.91 %
86 - SERVICES/SUNDRY	27,550.00	26,350.00	879.17	9,948.31	16,401.69	37.75 %
Department: 100 - CITY COUNCIL Total:	31,050.00	31,050.00	960.05	13,986.29	17,063.71	45.04 %
Department: 120 - ADMINISTRATION						
80 - PERSONNEL	414,285.00	414,285.00	30,261.33	314,006.10	100,278.90	75.79 %
81 - SUPPLIES	14,100.00	16,745.00	208.77	12,451.24	4,293.76	74.36 %
84 - MAINTENANCE	22,600.00	26,200.00	965.04	25,102.37	1,097.63	95.81 %
86 - SERVICES/SUNDRY	102,150.00	95,905.00	9,213.03	75,404.14	20,500.86	78.62 %
Department: 120 - ADMINISTRATION Total:	553,135.00	553,135.00	40,648.17	426,963.85	126,171.15	77.19 %
Department: 130 - MUNICIPAL COURT						
80 - PERSONNEL	88,370.00	88,370.00	6,624.67	81,692.53	6,677.47	92.44 %
81 - SUPPLIES	750.00	747.00	0.00	234.04	512.96	31.33 %
86 - SERVICES/SUNDRY	104,975.00	104,978.00	1,100.00	86,590.83	18,387.17	82.48 %
Department: 130 - MUNICIPAL COURT Total:	194,095.00	194,095.00	7,724.67	168,517.40	25,577.60	86.82 %
Department: 200 - POLICE						
80 - PERSONNEL	1,079,526.00	1,079,526.00	75,112.04	958,154.74	121,371.26	88.76 %
81 - SUPPLIES	91,000.00	86,000.00	13,917.32	73,474.32	12,525.68	85.44 %
84 - MAINTENANCE	40,295.00	45,295.00	16,084.15	40,570.15	4,724.85	89.57 %
86 - SERVICES/SUNDRY	93,631.00	93,631.00	619.38	78,021.68	15,609.32	83.33 %
Department: 200 - POLICE Total:	1,304,452.00	1,304,452.00	105,732.89	1,150,220.89	154,231.11	88.18 %
Department: 250 - FIRE						
80 - PERSONNEL	551,822.00	551,822.00	48,552.69	484,119.91	67,702.09	87.73 %
81 - SUPPLIES	85,690.00	77,975.00	15,832.13	52,593.90	25,381.10	67.45 %
84 - MAINTENANCE	31,660.00	52,299.00	5,706.24	47,606.57	4,692.43	91.03 %
86 - SERVICES/SUNDRY	144,680.00	131,756.00	63,551.36	130,906.50	849.50	99.36 %
Department: 250 - FIRE Total:	813,852.00	813,852.00	133,642.42	715,226.88	98,625.12	87.88 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS &						
80 - PERSONNEL	185,954.00	185,954.00	14,108.64	170,421.07	15,532.93	91.65 %
81 - SUPPLIES	5,475.00	5,875.00	76.16	3,344.91	2,530.09	56.93 %
84 - MAINTENANCE	11,200.00	11,200.00	600.00	7,788.65	3,411.35	69.54 %
86 - SERVICES/SUNDRY	6,045.00	5,645.00	45.57	1,235.91	4,409.09	21.89 %
Department: 300 - DEVELOPMENT SERVICES - INSPECTIONS & COD	208,674.00	208,674.00	14,830.37	182,790.54	25,883.46	87.60 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS &						
80 - PERSONNEL	147,403.00	147,403.00	11,623.83	139,342.31	8,060.69	94.53 %
81 - SUPPLIES	37,750.00	37,750.00	345.92	25,351.65	12,398.35	67.16 %
84 - MAINTENANCE	5,800.00	15,800.00	9,211.41	12,525.28	3,274.72	79.27 %
86 - SERVICES/SUNDRY	162,000.00	152,000.00	11,045.44	101,978.55	50,021.45	67.09 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
89 - CAPITAL	0.00	90,000.00	0.00	0.00	90,000.00	0.00 %
Department: 310 - PUBLIC WORKS - BUILDING OPERATIONS & STR	352,953.00	442,953.00	32,226.60	279,197.79	163,755.21	63.03 %
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	4,500.00	4,500.00	109.36	2,728.19	1,771.81	60.63 %
84 - MAINTENANCE	32,200.00	36,045.00	68.25	35,984.84	60.16	99.83 %
86 - SERVICES/SUNDRY	363,740.00	398,792.00	25,500.83	368,744.70	30,047.30	92.47 %
88 - TRANSFER OUT	1,105,000.00	1,113,505.00	8,505.00	1,113,505.00	0.00	100.00 %
89 - CAPITAL	0.00	128,579.00	0.00	98,147.95	30,431.05	76.33 %
Department: 900 - NON-DEPARTMENTAL Total:	1,505,440.00	1,681,421.00	34,183.44	1,619,110.68	62,310.32	96.29 %
Expense Total:	4,963,651.00	5,229,632.00	369,948.61	4,556,014.32	673,617.68	87.12 %
Fund: 01 - GENERAL FUND Surplus (Deficit):	135.00	-265,846.00	503,898.59	1,485,870.51	1,751,716.51	-558.92 %
Fund: 03 - WATER/WASTEWATER FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	3,645,600.00	3,645,600.00	37,122.63	2,722,511.54	-923,088.46	74.68 %
48 - INTEREST	5,000.00	5,000.00	7.13	307.91	-4,692.09	6.16 %
49 - MISCELLANEOUS REVENUES	35,000.00	35,000.00	897,153.60	901,396.42	866,396.42	2,575.42 %
Department: 000 - NON-DEPARTMENTAL Total:	3,685,600.00	3,685,600.00	934,283.36	3,624,215.87	-61,384.13	98.33 %
Revenue Total:	3,685,600.00	3,685,600.00	934,283.36	3,624,215.87	-61,384.13	98.33 %
Expense						
Department: 600 - WATER						
80 - PERSONNEL	532,325.00	532,325.00	39,077.71	432,491.77	99,833.23	81.25 %
81 - SUPPLIES	33,850.00	30,175.00	1,009.50	22,612.94	7,562.06	74.94 %
84 - MAINTENANCE	95,900.00	127,700.00	30,041.26	119,822.23	7,877.77	93.83 %
86 - SERVICES/SUNDRY	1,883,600.00	1,881,375.00	154,525.23	1,672,732.81	208,642.19	88.91 %
89 - CAPITAL	47,250.00	21,350.00	0.00	13,943.08	7,406.92	65.31 %
Department: 600 - WATER Total:	2,592,925.00	2,592,925.00	224,653.70	2,261,602.83	331,322.17	87.22 %
Department: 610 - WASTEWATER						
80 - PERSONNEL	23,850.00	23,850.00	1,829.25	22,170.48	1,679.52	92.96 %
81 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
84 - MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
86 - SERVICES/SUNDRY	371,000.00	371,000.00	21,355.98	305,867.99	65,132.01	82.44 %
Department: 610 - WASTEWATER Total:	397,850.00	397,850.00	23,185.23	328,038.47	69,811.53	82.45 %
Department: 900 - NON-DEPARTMENTAL						
84 - MAINTENANCE	4,490.00	4,490.00	461.33	3,333.25	1,156.75	74.24 %
86 - SERVICES/SUNDRY	82,000.00	121,710.00	10.00	46,300.35	75,409.65	38.04 %
88 - TRANSFER OUT	604,702.00	604,702.00	0.00	604,702.00	0.00	100.00 %
Department: 900 - NON-DEPARTMENTAL Total:	691,192.00	730,902.00	471.33	654,335.60	76,566.40	89.52 %
Expense Total:	3,681,967.00	3,721,677.00	248,310.26	3,243,976.90	477,700.10	87.16 %
Fund: 03 - WATER/WASTEWATER FUND Surplus (Deficit):	3,633.00	-36,077.00	685,973.10	380,238.97	416,315.97	1,053.97 %
Fund: 05 - SOLID WASTE FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	407,264.00	407,264.00	80,094.97	461,749.22	54,485.22	113.38 %
49 - MISCELLANEOUS REVENUES	30,528.00	30,528.00	0.00	0.00	-30,528.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	437,792.00	437,792.00	80,094.97	461,749.22	23,957.22	105.47 %
Revenue Total:	437,792.00	437,792.00	80,094.97	461,749.22	23,957.22	105.47 %
Expense						
Department: 620 - SOLID WASTE						
86 - SERVICES/SUNDRY	407,264.00	407,264.00	34,301.04	374,694.54	32,569.46	92.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
88 - TRANSFER OUT	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
Department: 620 - SOLID WASTE Total:	432,264.00	432,264.00	34,301.04	399,694.54	32,569.46	92.47 %
Expense Total:	432,264.00	432,264.00	34,301.04	399,694.54	32,569.46	92.47 %
Fund: 05 - SOLID WASTE FUND Surplus (Deficit):	5,528.00	5,528.00	45,793.93	62,054.68	56,526.68	1,122.55 %
Fund: 21 - LAW ENFORCEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
49 - MISCELLANEOUS REVENUES	0.00	0.00	416.00	416.00	416.00	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	0.00	0.00	416.00	416.00	416.00	0.00 %
Revenue Total:	0.00	0.00	416.00	416.00	416.00	0.00 %
Expense						
Department: 220 - POLICE SPECIAL OPERATIONS						
81 - SUPPLIES	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Department: 220 - POLICE SPECIAL OPERATIONS Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Expense Total:	7,898.00	7,898.00	0.00	0.00	7,898.00	0.00 %
Fund: 21 - LAW ENFORCEMENT FUND Surplus (Deficit):	-7,898.00	-7,898.00	416.00	416.00	8,314.00	-5.27 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
Revenue Total:	275,000.00	275,000.00	8,505.00	275,000.00	0.00	100.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
89 - CAPITAL	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
Department: 900 - NON-DEPARTMENTAL Total:	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
Expense Total:	65,600.00	65,600.00	0.00	62,210.00	3,390.00	94.83 %
Fund: 22 - EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	209,400.00	209,400.00	8,505.00	212,790.00	3,390.00	101.62 %
Fund: 23 - COURT SECURITY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
Department: 000 - NON-DEPARTMENTAL Total:	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
Revenue Total:	3,300.00	3,300.00	454.26	4,324.45	1,024.45	131.04 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
86 - SERVICES/SUNDRY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Expense Total:	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
Fund: 23 - COURT SECURITY FUND Surplus (Deficit):	-1,200.00	-1,200.00	454.26	4,324.45	5,524.45	-360.37 %
Fund: 24 - COURT TECHNOLOGY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Department: 000 - NON-DEPARTMENTAL Total:	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Revenue Total:	3,600.00	3,600.00	372.37	3,637.19	37.19	101.03 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %

Budget Report**For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
84 - MAINTENANCE	5,100.00	5,100.00	0.00	4,554.03	545.97	89.29 %
Department: 900 - NON-DEPARTMENTAL	8,300.00	8,300.00	0.00	4,554.03	3,745.97	54.87 %
Expense Total:	8,300.00	8,300.00	0.00	4,554.03	3,745.97	54.87 %
Fund: 24 - COURT TECHNOLOGY FUND Surplus (Deficit):	-4,700.00	-4,700.00	372.37	-916.84	3,783.16	19.51 %
Fund: 25 - CHILD SAFETY FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
47 - FINES & FORFEITURES	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Department: 000 - NON-DEPARTMENTAL	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Revenue Total:	5,000.00	5,000.00	1,642.14	5,926.82	926.82	118.54 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
81 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Expense Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Fund: 25 - CHILD SAFETY FUND Surplus (Deficit):	0.00	0.00	1,642.14	5,926.82	5,926.82	0.00 %
Fund: 26 - POLICE DONATIONS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
49 - MISCELLANEOUS REVENUES	250.00	250.00	0.00	2,000.00	1,750.00	800.00 %
50 - TRANSFERS IN	0.00	0.00	0.00	8,505.00	8,505.00	0.00 %
Department: 000 - NON-DEPARTMENTAL	250.00	250.00	0.00	10,505.00	10,255.00	4,202.00 %
Revenue Total:	250.00	250.00	0.00	10,505.00	10,255.00	4,202.00 %
Expense						
Department: 230 - POLICE DONATIONS						
81 - SUPPLIES	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
Department: 230 - POLICE DONATIONS	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
Expense Total:	8,505.00	8,505.00	0.00	4,095.70	4,409.30	48.16 %
Fund: 26 - POLICE DONATIONS FUND Surplus (Deficit):	-8,255.00	-8,255.00	0.00	6,409.30	14,664.30	-77.64 %
Fund: 27 - FIRE DONATIONS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
48 - INTEREST	180.00	180.00	0.00	0.00	-180.00	0.00 %
49 - MISCELLANEOUS REVENUES	2,000.00	2,000.00	1,000.00	2,600.00	600.00	130.00 %
Department: 000 - NON-DEPARTMENTAL	2,180.00	2,180.00	1,000.00	2,600.00	420.00	119.27 %
Revenue Total:	2,180.00	2,180.00	1,000.00	2,600.00	420.00	119.27 %
Expense						
Department: 280 - FIRE DONATIONS						
81 - SUPPLIES	29,200.00	29,200.00	0.00	10.32	29,189.68	0.04 %
84 - MAINTENANCE	5,000.00	12,200.00	0.00	12,182.90	17.10	99.86 %
89 - CAPITAL	30,000.00	22,800.00	0.00	16,483.01	6,316.99	72.29 %
Department: 280 - FIRE DONATIONS	64,200.00	64,200.00	0.00	28,676.23	35,523.77	44.67 %
Expense Total:	64,200.00	64,200.00	0.00	28,676.23	35,523.77	44.67 %
Fund: 27 - FIRE DONATIONS FUND Surplus (Deficit):	-62,020.00	-62,020.00	1,000.00	-26,076.23	35,943.77	42.04 %
Fund: 29 - PARKS FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
49 - MISCELLANEOUS REVENUES	5,000.00	5,000.00	0.00	750.00	-4,250.00	15.00 %
50 - TRANSFERS IN	5,000.00	5,000.00	0.00	5,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL	10,000.00	10,000.00	0.00	5,750.00	-4,250.00	57.50 %
Revenue Total:	10,000.00	10,000.00	0.00	5,750.00	-4,250.00	57.50 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 320 - PARKS, RECREATION & OPEN SPACE						
81 - SUPPLIES	300.00	300.00	0.00	0.00	300.00	0.00 %
84 - MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
86 - SERVICES/SUNDRY	8,700.00	8,700.00	0.00	2,175.00	6,525.00	25.00 %
Department: 320 - PARKS, RECREATION & OPEN SPACE Total:	10,000.00	10,000.00	0.00	2,175.00	7,825.00	21.75 %
Expense Total:	10,000.00	10,000.00	0.00	2,175.00	7,825.00	21.75 %
Fund: 29 - PARKS FUND Surplus (Deficit):	0.00	0.00	0.00	3,575.00	3,575.00	0.00 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
41 - PROPERTY TAXES	409,047.00	409,047.00	1,758.15	411,107.18	2,060.18	100.50 %
49 - MISCELLANEOUS REVENUES	0.00	0.00	0.00	8,441.91	8,441.91	0.00 %
Department: 000 - NON-DEPARTMENTAL Total:	409,047.00	409,047.00	1,758.15	419,549.09	10,502.09	102.57 %
Revenue Total:	409,047.00	409,047.00	1,758.15	419,549.09	10,502.09	102.57 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
87 - DEBT SERVICE	420,509.00	420,509.00	0.00	419,076.30	1,432.70	99.66 %
Department: 900 - NON-DEPARTMENTAL Total:	420,509.00	420,509.00	0.00	419,076.30	1,432.70	99.66 %
Expense Total:	420,509.00	420,509.00	0.00	419,076.30	1,432.70	99.66 %
Fund: 40 - GENERAL OBLIGATION DEBT SERVICE Surplus (Deficit):	-11,462.00	-11,462.00	1,758.15	472.79	11,934.79	-4.12 %
Fund: 41 - REVENUE BOND I&S						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
Revenue Total:	554,702.00	554,702.00	0.00	554,702.00	0.00	100.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
87 - DEBT SERVICE	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
Department: 900 - NON-DEPARTMENTAL Total:	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
Expense Total:	554,702.00	554,702.00	350.00	552,672.24	2,029.76	99.63 %
Fund: 41 - REVENUE BOND I&S Surplus (Deficit):	0.00	0.00	-350.00	2,029.76	2,029.76	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
46 - CHARGES FOR SERVICES	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
Department: 000 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
Revenue Total:	200,000.00	200,000.00	55,145.32	354,505.54	154,505.54	177.25 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
89 - CAPITAL	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Expense Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Fund: 60 - UTILITY IMPACT FEE FUND Surplus (Deficit):	0.00	0.00	55,145.32	354,505.54	354,505.54	0.00 %
Fund: 61 - STREET CONSTRUCTION FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %
Revenue Total:	400,000.00	400,000.00	0.00	400,000.00	0.00	100.00 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 900 - NON-DEPARTMENTAL						
84 - MAINTENANCE	50,000.00	50,000.00	0.00	4,039.34	45,960.66	8.08 %
86 - SERVICES/SUNDRY	50,000.00	50,000.00	1,002.75	31,240.94	18,759.06	62.48 %
89 - CAPITAL	300,000.00	300,000.00	0.00	291,596.45	8,403.55	97.20 %
Department: 900 - NON-DEPARTMENTAL Total:	400,000.00	400,000.00	1,002.75	326,876.73	73,123.27	81.72 %
Expense Total:	400,000.00	400,000.00	1,002.75	326,876.73	73,123.27	81.72 %
Fund: 61 - STREET CONSTRUCTION FUND Surplus (Deficit):	0.00	0.00	-1,002.75	73,123.27	73,123.27	0.00 %
Fund: 62 - UTILITY CONSTRUCTION FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
45 - INTERGOVERNMENTAL	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
48 - INTEREST	50,000.00	50,000.00	64.13	2,784.42	-47,215.58	5.57 %
Department: 000 - NON-DEPARTMENTAL Total:	150,000.00	150,000.00	64.13	2,784.42	-147,215.58	1.86 %
Revenue Total:	150,000.00	150,000.00	64.13	2,784.42	-147,215.58	1.86 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	150,000.00	150,000.00	17,000.00	102,838.55	47,161.45	68.56 %
89 - CAPITAL	6,500,000.00	6,500,000.00	203,931.42	3,242,839.78	3,257,160.22	49.89 %
Department: 900 - NON-DEPARTMENTAL Total:	6,650,000.00	6,650,000.00	220,931.42	3,345,678.33	3,304,321.67	50.31 %
Expense Total:	6,650,000.00	6,650,000.00	220,931.42	3,345,678.33	3,304,321.67	50.31 %
Fund: 62 - UTILITY CONSTRUCTION FUND Surplus (Deficit):	-6,500,000.00	-6,500,000.00	-220,867.29	-3,342,893.91	3,157,106.09	51.43 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Revenue Total:	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
Department: 900 - NON-DEPARTMENTAL Total:	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
Expense Total:	100,000.00	100,000.00	0.00	2,126.05	97,873.95	2.13 %
Fund: 63 - DRAINAGE IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	0.00	97,873.95	97,873.95	0.00 %
Fund: 65 - FACILITIES IMPROVEMENT FUND						
Revenue						
Department: 000 - NON-DEPARTMENTAL						
50 - TRANSFERS IN	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
Department: 000 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
Revenue Total:	350,000.00	350,000.00	0.00	350,000.00	0.00	100.00 %
Expense						
Department: 900 - NON-DEPARTMENTAL						
86 - SERVICES/SUNDRY	350,000.00	350,000.00	2,467.00	50,484.68	299,515.32	14.42 %
89 - CAPITAL	0.00	0.00	0.00	56.71	-56.71	0.00 %
Department: 900 - NON-DEPARTMENTAL Total:	350,000.00	350,000.00	2,467.00	50,541.39	299,458.61	14.44 %
Expense Total:	350,000.00	350,000.00	2,467.00	50,541.39	299,458.61	14.44 %
Fund: 65 - FACILITIES IMPROVEMENT FUND Surplus (Deficit):	0.00	0.00	-2,467.00	299,458.61	299,458.61	0.00 %
Report Surplus (Deficit):	-6,376,839.00	-6,682,530.00	1,080,271.82	-380,817.33	6,301,712.67	5.70 %

Budget Report

For Fiscal: Fiscal 2020/2021 Period Ending: 08/31/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	135.00	-265,846.00	503,898.59	1,485,870.51	1,751,716.51
03 - WATER/WASTEWATER FUND	3,633.00	-36,077.00	685,973.10	380,238.97	416,315.97
05 - SOLID WASTE FUND	5,528.00	5,528.00	45,793.93	62,054.68	56,526.68
21 - LAW ENFORCEMENT FUND	-7,898.00	-7,898.00	416.00	416.00	8,314.00
22 - EQUIPMENT REPLACEMENT F	209,400.00	209,400.00	8,505.00	212,790.00	3,390.00
23 - COURT SECURITY FUND	-1,200.00	-1,200.00	454.26	4,324.45	5,524.45
24 - COURT TECHNOLOGY FUND	-4,700.00	-4,700.00	372.37	-916.84	3,783.16
25 - CHILD SAFETY FUND	0.00	0.00	1,642.14	5,926.82	5,926.82
26 - POLICE DONATIONS FUND	-8,255.00	-8,255.00	0.00	6,409.30	14,664.30
27 - FIRE DONATIONS FUND	-62,020.00	-62,020.00	1,000.00	-26,076.23	35,943.77
29 - PARKS FUND	0.00	0.00	0.00	3,575.00	3,575.00
40 - GENERAL OBLIGATION DEBT :	-11,462.00	-11,462.00	1,758.15	472.79	11,934.79
41 - REVENUE BOND I&S	0.00	0.00	-350.00	2,029.76	2,029.76
60 - UTILITY IMPACT FEE FUND	0.00	0.00	55,145.32	354,505.54	354,505.54
61 - STREET CONSTRUCTION FUN	0.00	0.00	-1,002.75	73,123.27	73,123.27
62 - UTILITY CONSTRUCTION FUN	-6,500,000.00	-6,500,000.00	-220,867.29	-3,342,893.91	3,157,106.09
63 - DRAINAGE IMPROVEMENT FU	0.00	0.00	0.00	97,873.95	97,873.95
65 - FACILITIES IMPROVEMENT FU	0.00	0.00	-2,467.00	299,458.61	299,458.61
Report Surplus (Deficit):	-6,376,839.00	-6,682,530.00	1,080,271.82	-380,817.33	6,301,712.67



City of Parker

Monthly Financial Report

(period ending August 31, 2021)

Revenue Reports

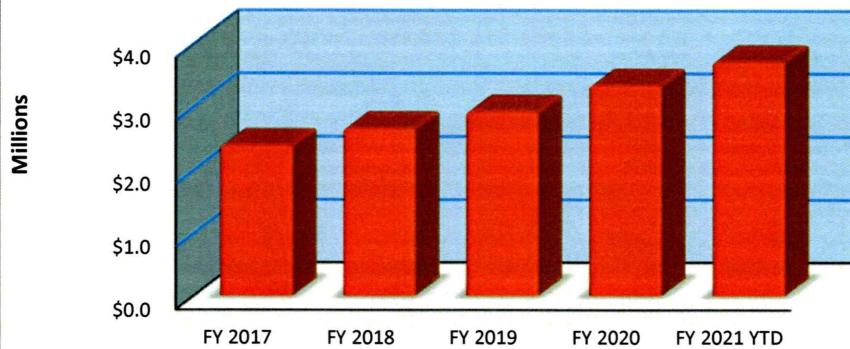
The Revenue Reports provide an analysis of the major revenue sources for the General Fund. They contain the current year and 4 years of historical information.



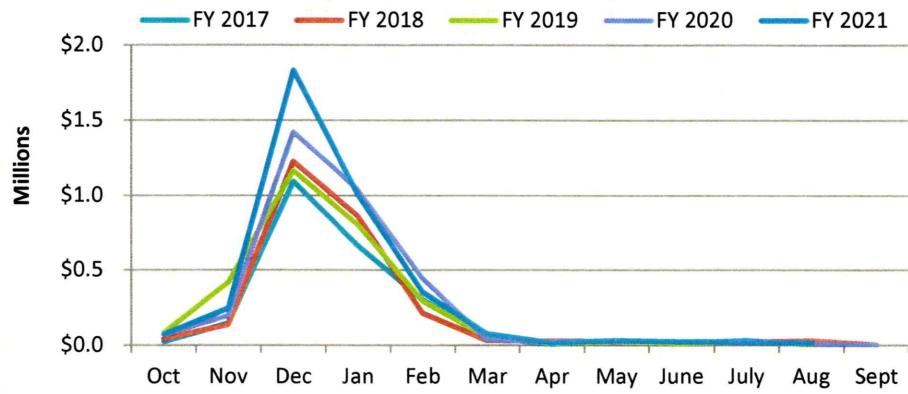
**Property Tax Revenue
General Fund
FY 2020-2021**

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$26,636	\$45,491	\$85,362	\$74,437	\$74,325	(\$112)	-0.2%
November	147,562	138,073	420,772	197,419	247,924	50,505	25.6%
December	1,093,390	1,227,495	1,165,830	1,423,434	1,834,822	411,389	28.9%
January	664,254	866,225	807,103	1,044,342	1,009,659	(34,683)	-3.3%
February	306,142	215,990	294,720	447,245	356,110	(91,135)	-20.4%
March	50,347	34,293	57,257	36,715	76,710	39,996	108.9%
April	10,966	30,151	16,631	20,976	18,428	(2,548)	-12.1%
May	27,382	25,655	22,985	30,244	33,130	2,886	9.5%
June	17,437	11,352	14,308	25,258	23,804	(1,454)	-5.8%
July	33,865	22,481	23,593	22,907	22,246	(661)	-2.9%
August	3,030	31,311	5,447	10,992	15,908	4,916	44.7%
September	3,217	5,837	2,783	1,526			
Total	\$2,384,229	\$2,654,355	\$2,916,792	\$3,335,494	\$3,713,066	\$379,098	11.4%

Property Tax Revenue by Year



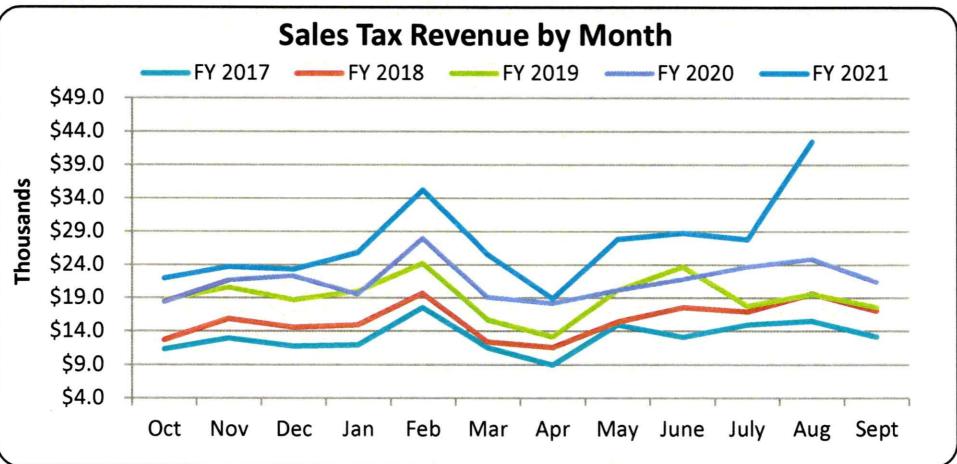
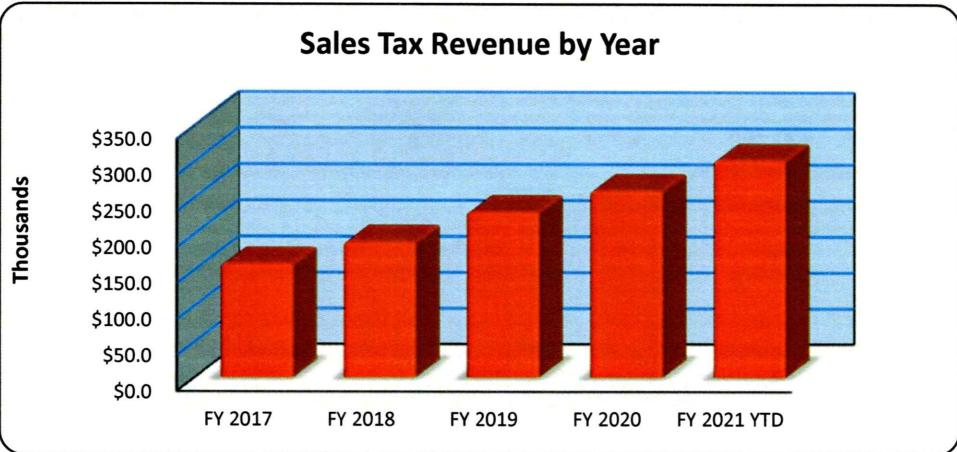
Property Tax Revenue by Month





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

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$11,348	\$12,724	\$18,648	\$18,386	\$21,970	\$3,584	19.5%
November	12,972	15,916	20,580	21,689	23,741	2,053	9.5%
December	11,754	14,613	18,710	22,379	23,373	994	4.4%
January	11,986	14,898	19,988	19,552	25,896	6,344	32.4%
February	17,566	19,676	24,284	28,023	35,260	7,238	25.8%
March	11,584	12,396	15,718	19,095	25,607	6,513	34.1%
April	8,994	11,601	13,220	18,199	18,915	717	3.9%
May	14,951	15,422	20,142	20,192	27,822	7,630	37.8%
June	13,102	17,569	23,768	21,807	28,757	6,950	31.9%
July	14,940	16,938	17,783	23,751	27,798	4,047	17.0%
August	15,548	19,666	19,550	24,971	42,483	17,512	70.1%
September	13,185	17,090	17,616	21,457			
Total	\$157,930	\$188,509	\$230,007	\$259,499	\$301,623	\$63,581	26.7%



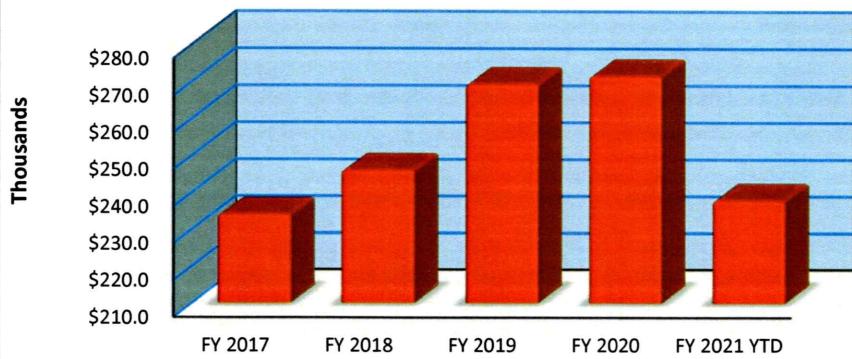


**Franchise Fee Revenue
General Fund
FY 2020-2021**

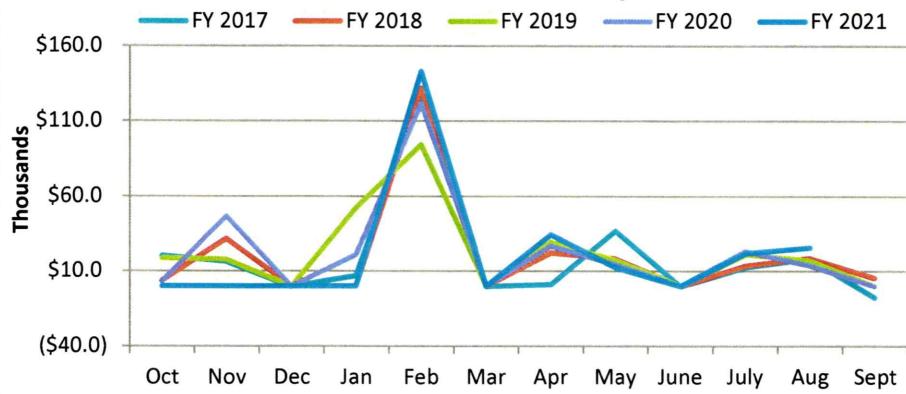
Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$20,142	\$3,755	\$18,905	\$3,316	\$0	(\$3,316)	-100.0%
November	16,433	31,632	17,953	47,049	0	(47,049)	-100.0%
December	0	0	0	0	0	0	#DIV/0!
January	7,027	0	52,471	20,910	0	(20,910)	-100.0%
February	128,483	132,090	94,465	121,507	143,137	21,630	17.8%
March	0	0	0	0	0	0	#DIV/0!
April	1,158	22,055	29,425	26,979	34,536	7,557	28.0%
May	37,118	18,433	17,467	14,456	12,477	(1,979)	-13.7%
June	0	0	0	0	103	103	#DIV/0!
July	12,638	13,644	21,415	23,437	21,855	(1,582)	-6.7%
August	18,564	18,776	17,280	13,929	25,824	11,895	85.4%
September	(7,466)	5,685	0	0			
Total	\$234,097	\$246,071	\$269,380	\$271,583	\$237,933	(\$33,650)	-12.4%

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

Franchise Fee Revenue by Year



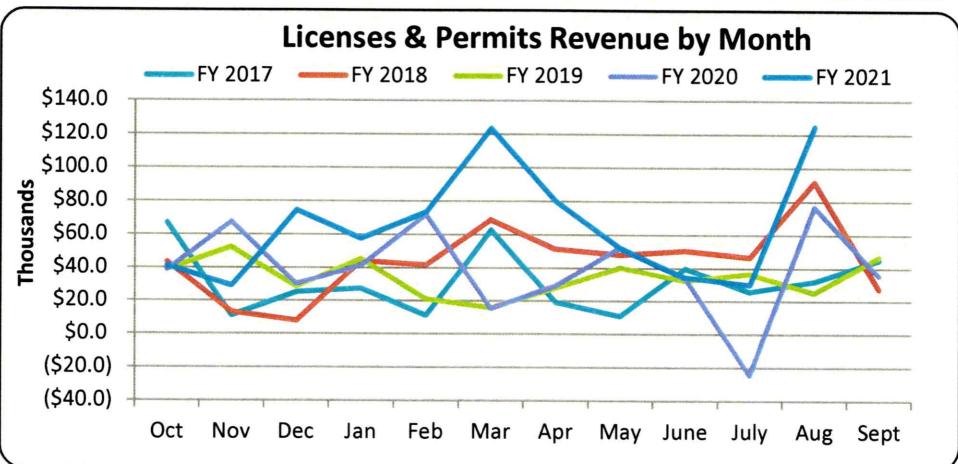
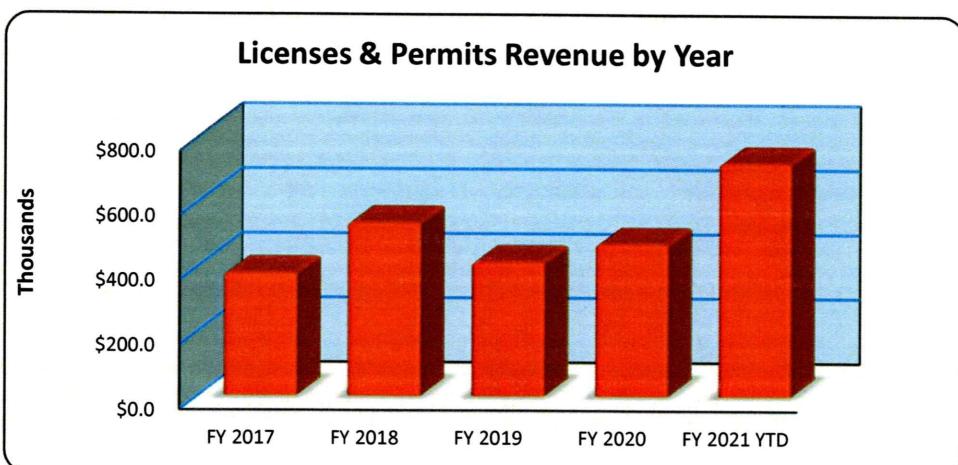
Franchise Fee Revenue by Month





Licenses & Permits Revenue
General Fund
FY 2020-2021

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$66,887	\$43,572	\$39,126	\$38,966	\$41,425	\$2,459	6.3%
November	11,172	13,310	52,505	67,595	29,219	(38,376)	-56.8%
December	25,184	7,877	28,727	30,367	74,737	44,370	146.1%
January	27,374	44,274	45,699	41,621	57,700	16,079	38.6%
February	11,406	42,025	21,325	72,116	73,471	1,355	1.9%
March	62,992	69,016	16,021	15,616	123,672	108,056	692.0%
April	19,599	51,627	27,954	29,268	80,224	50,956	174.1%
May	10,957	48,211	40,560	52,600	52,256	(344)	-0.7%
June	40,281	50,769	32,478	34,043	34,506	463	1.4%
July	25,645	46,513	36,859	(24,313)	30,007	54,320	-223.4%
August	32,158	91,715	25,271	76,800	124,766	47,966	62.5%
September	45,146	27,218	46,967	35,635			
Total	\$378,801	\$536,126	\$413,491	\$470,313	\$721,982	\$287,304	66.1%

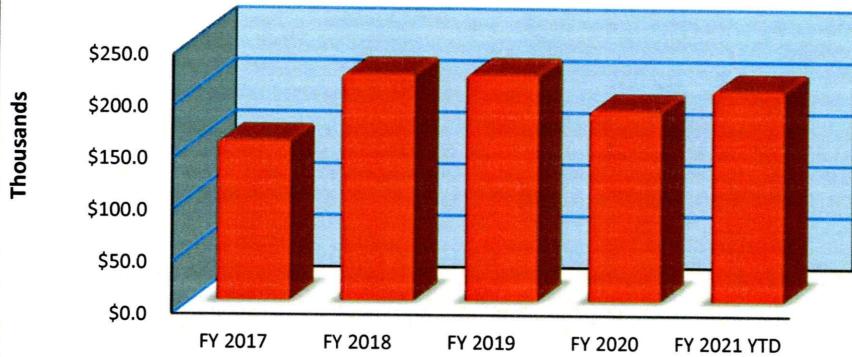




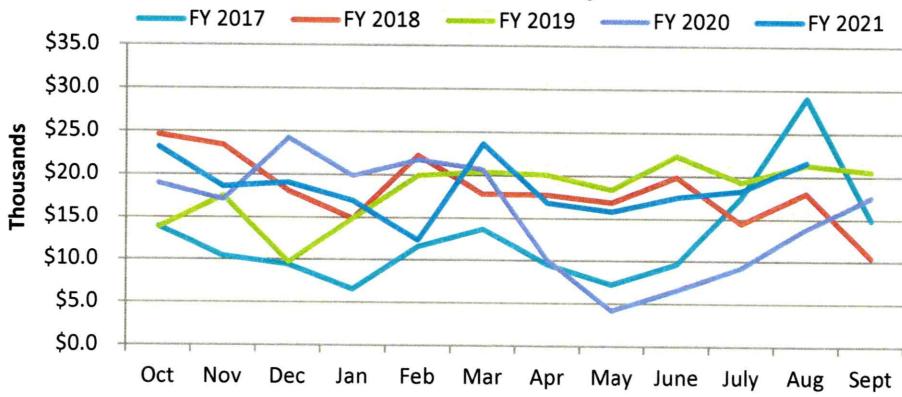
**Court Fines Revenue
General Fund
FY 2020-2021**

Month Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 Received	FY 2021 YTD Received	Difference to FY 2020	Variance to FY 2020
October	\$13,916	\$24,603	\$13,822	\$18,963	\$23,180	\$4,216	22.2%
November	10,413	23,397	17,516	17,099	18,613	1,514	8.9%
December	9,395	18,100	9,685	24,270	19,042	(5,228)	-21.5%
January	6,569	14,897	14,893	19,891	17,015	(2,876)	-14.5%
February	11,589	22,303	19,940	21,768	12,341	(9,427)	-43.3%
March	13,698	17,815	20,386	20,684	23,652	2,968	14.4%
April	9,547	17,738	20,071	10,116	16,791	6,675	66.0%
May	7,251	16,866	18,401	4,196	15,816	11,620	276.9%
June	9,633	19,857	22,345	6,596	17,513	10,917	165.5%
July	17,559	14,452	19,300	9,232	18,325	9,093	98.5%
August	29,096	18,053	21,356	13,814	21,605	7,791	56.4%
September	14,860	10,409	20,568	17,591			
Total	\$153,525	\$218,489	\$218,283	\$184,221	\$203,893	\$37,263	22.4%

Court Fines Revenue by Year



Court Fines Revenue by Month



PARKER POLICE DEPARTMENT
REPORT OF MONTHLY STATISTICS YEAR TO DATE

August 2021	THIS MONTH	THIS MONTH LAST YEAR	% CHANGE	YTD 2021	YTD 2020	% CHANGE
Total Incidents	1194	1347	-11%	10720	9192	17%
Calls for Service	135	106	27%	826	827	0%
House Watch	324	483	-33%	2723	3234	-16%
Other Service Response Incidents	735	758	-3%	7171	5131	40%
Reported Incidents - Group A	6	7	-14%	56	64	-13%
Arson	0	0	0%	0	0	0%
Assault	1	2	-50%	4	6	-33%
Bribery	0	0	0%	0	0	0%
Burglary/Breaking and Entering	0	1	-100%	2	10	-80%
Counterfeiting/Forgery	0	0	0%	1	2	-50%
Destruction/Damage/Vandalism of Property	1	0	100%	9	12	-25%
Drug/Narcotic Offenses	1	2	-50%	8	5	60%
Embezzlement	0	0	0%	0	0	0%
Extortion/Blackmail	0	0	0%	1	0	100%
Fraud	2	0	200%	16	13	23%
Gambling	0	0	0%	0	0	0%
Homicide	0	0	0%	0	0	0%
Human Trafficking	0	0	0%	0	0	0%
Kidnapping/Abduction	0	0	0%	0	0	0%
Larceny/Theft	1	2	-50%	12	13	-8%
Motor Vehicle Theft	0	0	0%	0	1	-100%
Pornography/Obscene Material	0	0	0%	0	0	0%
Prostitution	0	0	0%	0	0	0%
Robbery	0	0	0%	0	0	0%
Sex Offenses	0	0	0%	1	1	0%
Sex Offenses, Nonforcible	0	0	0%	1	0	100%
Stolen Property	0	0	0%	0	0	0%
Weapon Law Violations	0	0	0%	1	1	0%
Group B Offenses	4	3	33%	24	20	20%
Bad Checks	0	0	0%	0	0	0%
Curfew/Loitering/Vagrancy Violations	0	0	0%	0	0	0%
Disorderly Conduct	0	0	0%	0	0	0%
Driving Under the Influence	0	0	0%	2	3	-33%
Drunkenness	0	0	0%	1	2	-50%
Family Offenses, Nonviolent	0	0	0%	0	0	0%
Liquor Violations	0	0	0%	2	0	200%
Peeping Tom	0	0	0%	0	0	0%
Runaway	0	1	-100%	3	3	0%
Trespass of Real Property	0	0	0%	3	2	50%
All Other Offenses	4	2	100%	13	10	30%
Incident Reports - Non-Offenses	2	5	-60%	31	49	-37%
Incident Reports	1	5	-80%	27	44	-39%
Mental Health	1	0	100%	4	5	-20%

Adult Arrests	2	2	0%	14	14	0%
Males	1	2	50%	11	12	-8%
Females	1	0	100%	3	2	50%
Juvenile Detentions	0	0	0%	1	0	100%
Males	0	0	0%	1	0	100%
Females	0	0	0%	0	0	0%
Traffic Enforcement	253	164	54%	1660	915	81%
Citations	104	84	24%	758	551	38%
Warnings	149	80	86%	902	364	148%
Accidents	8	4	100%	45	49	-8%
Injury	2	0	200%	16	22	-27%
Non-Injury	6	4	50%	27	27	0%
FLID	0	0	0%	2	0	200%
Investigations	80	75	7%	940	627	50%
Cases Assigned	12	17	-29%	112	139	-19%
Clearances	11	7	57%	137	72	90%
Cases Filed with DA	1	0	100%	27	9	200%
Follow-Ups	37	47	-21%	452	368	23%
Leads Online	4	4	0%	8	39	-79%
Current Active Investigations	15	0				
Alarm Activations	17	8	113%	130	112	16%
Residential	17	4	325%	108	96	13%
Chargeable	15	4	275%	97	68	43%
Non-Chargeable	2	0	200%	11	28	-61%
Business	0	4	-100%	22	16	38%
Chargeable	0	2	-100%	16	2	700%
Non-Chargeable	0	2	-100%	6	14	-57%
Outside Agency Activities	12	11	9%	151	113	34%
Parker PD Assisting Outside Agency	11	11	0%	141	113	25%
Murphy PD	7	7	0%	78	59	32%
Collin County SO	1	0	100%	25	24	4%
Wylie PD	0	1	-100%	7	6	17%
Allen PD	0	0	0%	7	4	75%
Other	3	3	0%	24	20	20%
Outside Agency Assisting Parker PD	1	0	100%	10	0	1000%
Murphy PD	1	0	100%	9	0	900%
Collin County SO	0	0	0%	0	0	0%
Wylie PD	0	0	0%	0	0	0%
Allen PD	0	0	0%	1	0	100%
Other	0	0	0%	0	0	0%
Outside Agency Specialty Assist Parker PD	0	0	0%	0	0	0%
Staff	Sworn	Civilian	Reserve			
Authorized	11	1	2			
Current Strength	9	1	1			
In Training	0	0	0			
Openings	2	0	0			
% Staffed	82%	100%	50%			
Reserve Hours	12	98.5				

* Denotes new category added to the report February 2021

CITY OF PARKER REPORT



CITY OF PARKER SUMMARY

No accidents in the
month of August 2021



COLLECTION SERVICES

CITY OF PARKER – Homes - TRASH COLLECTED (TONS) 2020														
Trash Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG.
Residential Homes	1650	1653	1659	1662	1666	1668	1675	1675						
Tonnage	194	119	179	225	199	192	234	166					1329	166
CITY OF PARKER - RECYCLE COLLECTED (TONS) 2020														
Recycle Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential tons	72	46	51	64	49	51	53	54					389	49
CITY OF PARKER - TOTAL BULK MATERIAL COLLECTED (TONS) 2020														
Bulk Services	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total tons	87	61	135	57	234	83	109	22					780	98
CITY OF PARKER – Total Tons 2020														
Total tonnages	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total tonnages	353	226	365	346	482	326	390	242					2702	338

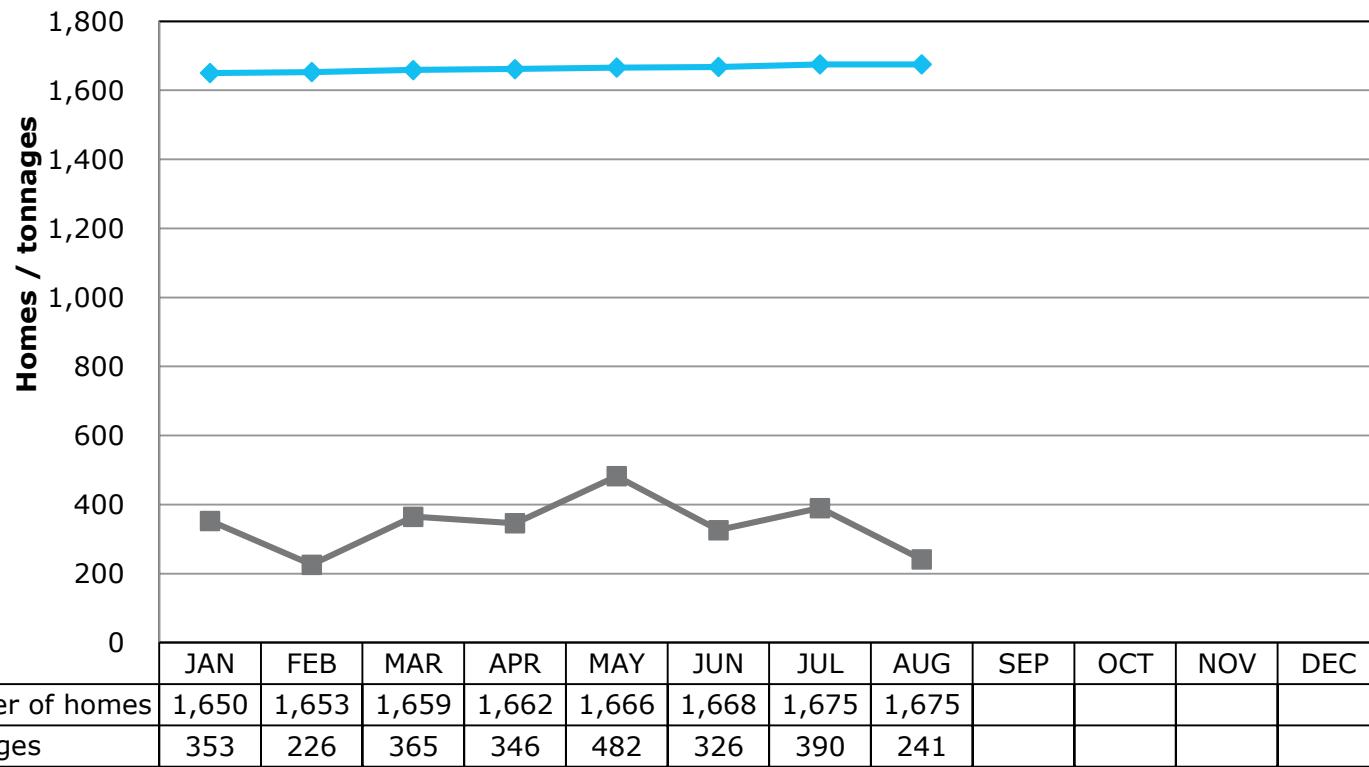


TOTAL SERVICES PERFORMED

CITY OF PARKER - RESIDENTIAL STATISTICS 2020													
Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
# Households	1650	1653	1659	1662	1666	1668	1675	1675					
Serviceable Households- drive by	15180	11,615	14,931	14958	14,994	15,679	15,745	15,745					

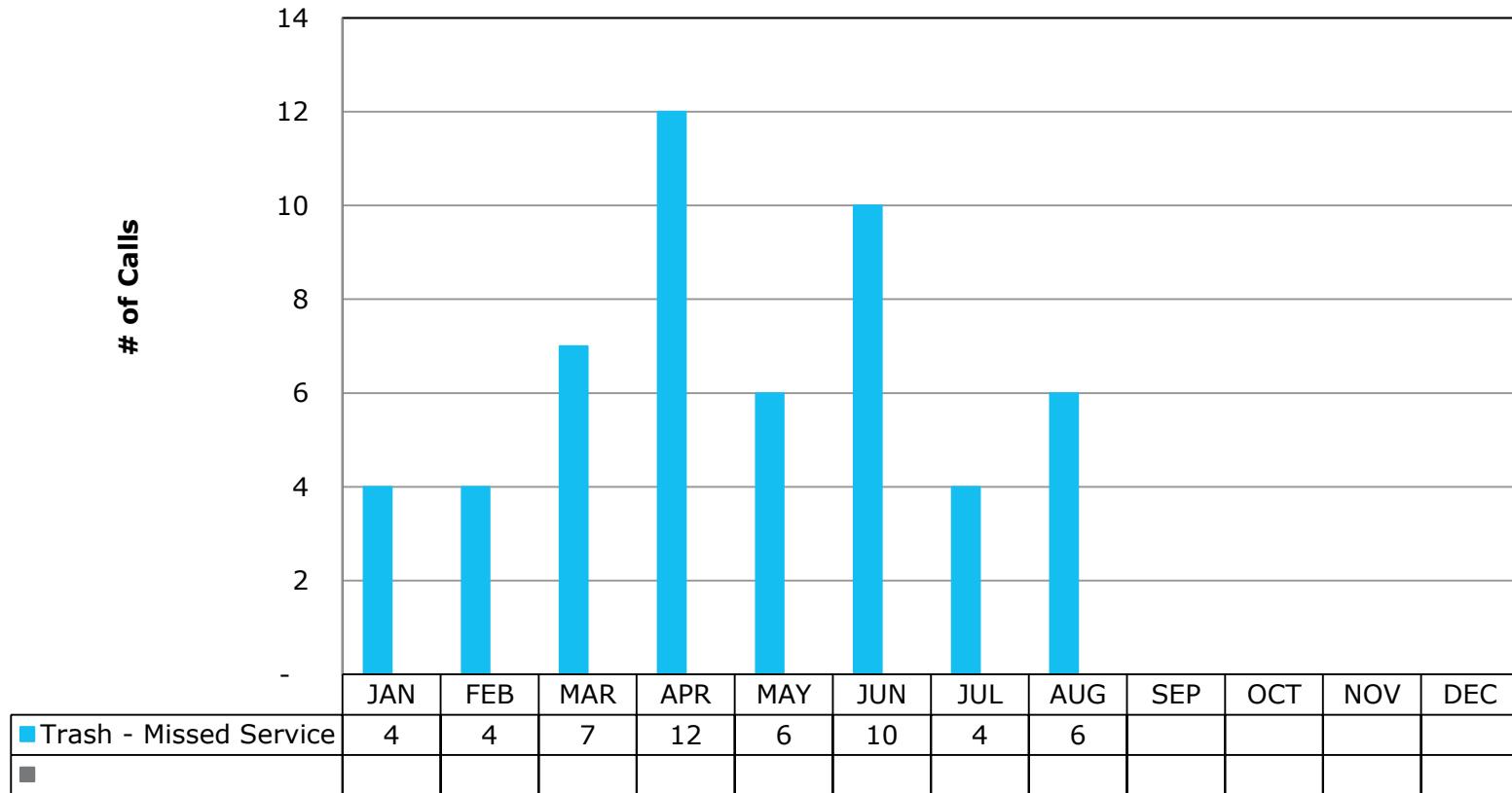


PARKER – HOMES / TONNAGES



SERVICE ISSUES MONTHLY

PARKER – Service issues



SAFETY RECORD

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



Upcoming Items: Parker

HHW event set for October

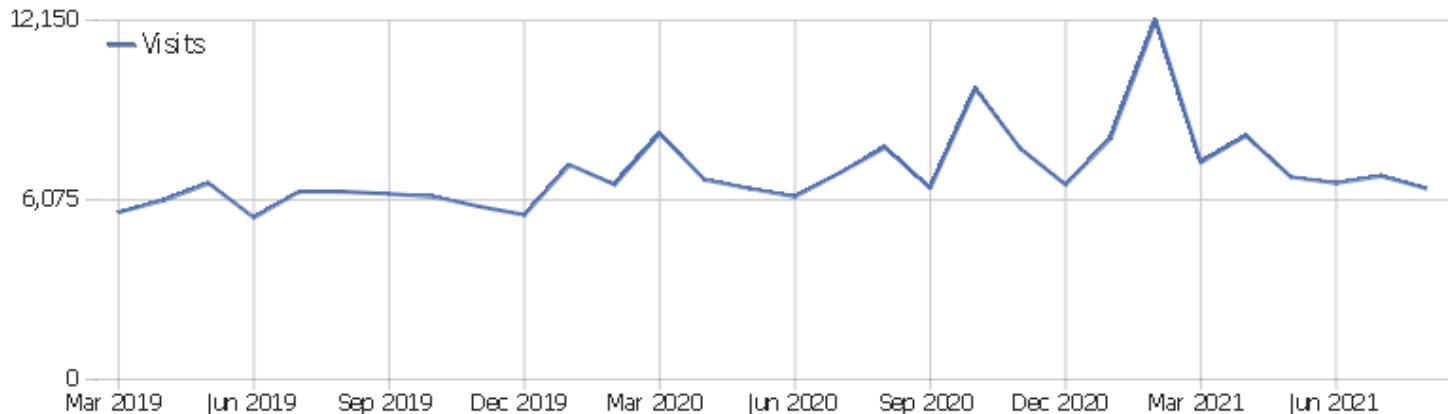


Parker, TX

Date range: August 2021

Monthly Web Report

Visits Summary



Name	Value
Unique visitors	5,309
Visits	6,459
Actions	19,101
Maximum actions in one visit	581
Actions per Visit	3
Avg. Visit Duration (in seconds)	00:02:22
Bounce Rate	55%

Site Search Keywords

Keyword	Searches	Search Results pages	% Search Exits
bulk trash	8	1	38%
true	8	1	38%
calendar	4	1	0%
code of ordinances	4	2	25%
parkerfest	4	1	50%
trash	4	1	0%
citation fines / payment options	3	1	0%
job postings	3	1	67%
pay citation	3	1	33%
2018 bulk trash schedule map	2	1	100%
after hours construction	2	1	50%
bids	2	1	0%
careers	2	1	0%
cemetery	2	2	100%
city council meeting	2	1	0%
code	2	1	50%
employment opportunities	2	1	0%
fingerprinting	2	1	0%
hours	2	2	0%
jobs	2	1	0%
message from the mayor	2	1	0%
out of town	2	1	50%
parker women's club	2	1	50%
Others	245	303	24%

Referrer Type

Referrer Type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Direct Entry	4,352	11,690	3	00:02:06	61%	\$ 0
Search Engines	2,041	7,272	4	00:03:01	41%	\$ 0
Websites	66	139	2	00:00:39	67%	\$ 0

Country

Country	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Revenue
Unknown	5,392	15,188	3	00:02:20	55%	\$ 0
United States	870	3,556	4	00:02:57	49%	\$ 0
Germany	54	114	2	00:01:23	94%	\$ 0
India	21	29	1	00:01:08	71%	\$ 0
Philippines	20	37	2	00:01:33	80%	\$ 0
Russia	13	16	1	00:00:01	77%	\$ 0
Canada	10	10	1	00:00:00	100%	\$ 0
Kenya	7	7	1	00:00:00	100%	\$ 0
South Africa	5	6	1	00:00:00	80%	\$ 0
Dominican Republic	4	7	2	00:00:18	50%	\$ 0
Vietnam	4	5	1	00:00:01	75%	\$ 0
Argentina	3	14	5	00:01:37	0%	\$ 0
China	3	3	1	00:00:00	100%	\$ 0
Honduras	3	3	1	00:00:00	100%	\$ 0
Netherlands	3	32	11	00:06:30	33%	\$ 0
Uganda	3	4	1	00:02:42	67%	\$ 0
Algeria	2	2	1	00:00:00	100%	\$ 0
Belgium	2	2	1	00:00:00	100%	\$ 0
Brazil	2	2	1	00:00:00	100%	\$ 0
Chile	2	2	1	00:00:00	100%	\$ 0
Czech Republic	2	2	1	00:00:00	100%	\$ 0
Ghana	2	2	1	00:00:00	100%	\$ 0
Hungary	2	3	2	00:07:20	50%	\$ 0
Others	30	55	2	00:00:22	63%	\$ 0

Device type

Device type	Visits	Actions	Actions per Visit	Avg. Time on Website	Bounce Rate	Conversion Rate
Desktop	4,243	13,440	3	00:02:38	53%	0%
Smartphone	1,969	4,378	2	00:01:40	58%	0%
Tablet	138	392	3	00:01:20	49%	0%
Unknown	103	879	9	00:06:23	74%	0%
Phablet	5	11	2	00:00:24	60%	0%
Portable media player	1	1	1	00:00:00	100%	0%



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: September 4, 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:	09/16/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

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
October 19, 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
	<i>[Except Poco Estados, Moss Ridge & Easy Acres – Drainage for these areas continue under Mayor Pro Tem Meyer.]</i>		
	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

CITY COUNCIL
FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
	Thoroughfare & other maps	Olson/Machado	2021 0524 MLP
Tentatively - 2021 1019	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
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	
TBA	Captil Equipment & City Vehicle Replacement Policy	Olson	2021 0907 Tabled; CALO to do research & bring recommendations back to Council
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