



## AGENDA

### CITY COUNCIL REGULAR MEETING

### JANUARY 17, 2023 @ 6:00 PM

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

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

#### **CALL TO ORDER – Roll Call and Determination of a Quorum**

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

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

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

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

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

RECONVENE REGULAR MEETING.

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

#### **PLEDGE OF ALLEGIANCE**

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

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

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

#### **ITEMS OF COMMUNITY INTEREST**

I TENTATIVE - CANDIDATES NIGHT – THURSDAY, APRIL 13, 2023, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

**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 DECEMBER 6, 2022 [COUNCIL MEETING, 6 PM].
2. APPROVAL OF MEETING MINUTES FOR DECEMBER 14, 2022 [WATER RATE STUDY WORKSHOP, 6 PM – 7:30 PM].
3. APPROVAL OF MEETING MINUTES FOR DECEMBER 20, 2022 [CAPITAL IMPROVEMENT PLAN (CIP) AND FACILITY WORKSHOP, 3 PM].
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-723 APPOINTING PLANNING AND ZONING (P&Z) COMMISSION OFFICERS.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-726, ADOPTING A NEW CITY OF PARKER VISION STATEMENT.

**INDIVIDUAL CONSIDERATION ITEMS**

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CONFIRMATION OF COURTNYE DIXON'S PROMOTION TO SERGEANT [PUBLIC SAFETY COMMITTEE RECOMMENDED 3-0].
7. REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION:  
PRESENTATION  
DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-724, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.
8. PRESENTATION FROM ENTERPRISE FLEET MANAGEMENT, DISCUSSION, AND ANY APPROPRIATE ACTION REGARDING MASTER EQUITY LEASE AGREEMENT AND ADJOINING AGREEMENTS WITH ENTERPRISE.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION FROM JIMMY AND ELIZABETH PARKER OF GIFT BAGS VALUED AT APPROXIMATELY \$40 A PIECE TO THE POLICE DEPARTMENT PERSONNEL FOR A TOTAL DONATION AMOUNT OF APPROXIMATELY \$532.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 834 APPOINTING AN INTERIM CITY ATTORNEY.
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-725 MAKING AN APPOINTMENT TO THE ZONING BOARD OF ADJUSTMENT (ZBA).

**ROUTINE ITEMS**

12. UPDATE(S):  
FM2551  
ANY COMMITTEE UPDATES, AS NEEDED.  
MONTHLY/QUARTERLY REPORTS  
[November 2022 – Building Permit/Code Report](#)  
[December 2022 – Building Permit/Code Report](#)  
[November 2022 – Court Report](#)

[December 2022 – Court Report](#)

[November 2022 – Finance \(monthly financials\) Report](#)

[December 2022 – Finance \(monthly financials\) Report](#)

[November 2022 – Police Report](#)

[December 2022 – Police Report](#)

[November 2022 – Republic Services Inc., dba Allied Waste Services of Plan](#)

[December 2022 – Republic Services Inc., dba Allied Waste Services of Plan](#)

[December 2022 – Website \(PIWIK\) Report](#)

## **DONATION(S)**

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

Jamie and LeAnn Turrentine donated tamales valued at \$60 to City Staff.

Jamie and LeAnn Turrentine donated tamales and toffee valued at \$65 to Police Department.

Jamie and LeAnn Turrentine donated Jason's Deli valued at \$350 to City Staff.

Maryam Boroujerdi donated 2 dozen Nothing Bundt cakes valued at \$25.00/dozen for City Staff.

Bobby Varner donated Toffee valued at \$50 to the Police Department.

David and Stephanie Leamy donated 7 dozen cookies valued at \$20 each to Administration, Fire and Police Department.

The Soleimani Family donated a Poppy Seed Pound Cake valued at \$15 each to City Hall, Fire and Police Department.

Hal and Ann Camp donated homemade pastry valued at \$10 to the Police Department.

Dan and Cheri Cummings donated cookies valued at \$15 to the Police Department.

Cathy and John Tryon donated cookies and a cake valued at \$25 to the Police Department.

Debra and Frank Merlin donated homemade pastry valued at \$10 to the Police Department.

The Levy's donated See's Candies Lollipops valued at \$27 to the Police Department.

Mary Ellen Cavanaugh donated assorted snacks valued at \$45 to the Police Department.

## **FUTURE AGENDA ITEMS**

### **14. 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 January 13, 2023, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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.

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Date Notice Removed

Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	December 12, 2022
Exhibits:	<u>None</u>	

### AGENDA SUBJECT

**TENTATIVE** - CANDIDATES NIGHT – THURSDAY, APRIL 13, 2023, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

### SUMMARY

Please review information provided.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	December 12, 2022
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Proposed Minutes</a></li> </ul>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR DECEMBER 6, 2022 [COUNCIL MEETING, 6 PM]..

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



**MINUTES**  
**CITY COUNCIL MEETING**  
**DECEMBER 6, 2022**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

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

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Michael Slaughter and Councilmembers Diana M. Abraham, Terry Lynch, Cindy Meyer and Jim Reed were present.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (working on audit), City Attorney Trey Lansford, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E.(arrived at 6:51 p.m.), Fire Chief Mike Sheff(arrived at 6:53 p.m.), and Police Sergeant Ralph Burdick

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:01 p.m.

**RECONVENE REGULAR MEETING.**

Mayor Lee Pettle reconvened the meeting at 6:59 p.m.

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

No action was taken.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: City Engineer John Birkhoff led the pledge.

TEXAS PLEDGE: Sally Binnix 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.

Sally Binnix, 6305 Northridge Parkway, said she is Southridge Homeowners' (HOA) president. She spoke in regard to the subdivision residents' concerns over the lack of traffic control at Dillehay and Ravensthorpe. The realignment of the roads is hazardous. The residents of Southridge would like City to find ways to protect the neighborhood.

Parker Presbyterian Church (*formerly Corinth*) Pastor Kelly Yeager introduced herself to Council, residents, and City Staff. Pastor Yeager said the Church wanted to be a part of the Parker community and would like to support the City however possible.

**ITEMS OF COMMUNITY INTEREST**

Mayor Pettle noted the following:

**Canceled** - PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 14, 2022

**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 OCTOBER 25, 2022 [COMP PLAN WORKSHOP, 4 PM – 6 PM].
2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 8, 2022 [SPECIAL COUNCIL MEETING, 2 PM – 4 PM].
3. APPROVAL OF MEETING MINUTES FOR NOVEMBER 15, 2022.

MOTION: Mayor Pro Tem Slaughter moved to approve consent agenda items 1 through 3 as presented. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

**INDIVIDUAL CONSIDERATION ITEMS**

4. **TEMPORARY MORATORIUM EXTENSION:**

PUBLIC HEARING REGARDING EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 833 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Mayor Pettle opened a public hearing regarding the extension of the temporary moratorium at 7:06 p.m.

City Engineer John Birkhoff, P.E., of Birkhoff, Hendricks & Carter, LLP, reviewed the City of Parker's current water supply and demand. With

reference to his letter included in tonight's Council packet, dated December 1, 2022, to City Administrator Luke Olson, Mr. Birkhoff indicated after the engineering firm's February evaluation there was "no change in their recommendation that no additional lots be approved for development until a contract with North Texas Municipal Water District (NTMWD) is executed." Therefore, Mr. Birkhoff recommends extending the temporary moratorium. Lucy Estabrook, 4407 Church Lane, asked if the City could charge extra fees for a surge in water usage for green lawns and initial filling of swimming pools, etc.

No one else came forward.

Mayor Pettle declared the public hearing closed at 7:15 p.m.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 833 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.'S 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Ordinance No. 833 caption was read as follows:

*"AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, AND DETERMINATION AND APPEALS; PROVIDING FOR SEVERABILITY, REPEALER, ENFORCEMENT, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE."*

MOTION: Mayor Pro Tem Slaughter moved to approve Ordinance No. 833 extending the temporary moratorium enacted by Ordinance No.'s 824, 815 and 812 on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker. Councilmember Abraham seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

City Engineer Birkhoff left the meeting at 7:15 p.m.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2022-722 MAKING THE 3<sup>RD</sup> COUNCILMEMBER APPOINTMENT TO PUBLIC SAFETY COMMITTEE.

On November 15, 2022, the City Council passed and approved Ordinance No. 832 which instituted a Public Safety Committee as the supervisor for the Chief of Police. The Public Safety Committee consists of the Mayor, Mayor Pro Tem, and

another councilmember to be appointed by and serve at the pleasure of the Council. Councilmember Diana M. Abraham was chosen and agreed to serve.

MOTION: Mayor Pro Tem Slaughter moved to approve Resolution No. 2022-722 making Councilmember Diana M. Abraham the 3<sup>rd</sup> Councilmember appointment to Public Safety Committee along with Mayor Lee Pettle and Mayor Pro Tem Slaughter. Councilmember Reed seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

**6. DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SETTING FUTURE SPECIAL CALLED WORKSHOP MEETINGS.**

Council and City Staff discussed dates and times for upcoming workshop meetings.

**7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE DECEMBER 20, 2022 REGULAR CITY COUNCIL MEETING.**

MOTION: Mayor Pro Tem Slaughter moved to keep the December 20, 2022 Regular City Council meeting and move the start time to 3:00 p.m. to cover workshop topics, tentatively Capital Improvement Plan (CIP) and Facility. Councilmember Reed seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

**8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CANCELING THE JANUARY 3, 2023 REGULAR CITY COUNCIL MEETING.**

MOTION: Councilmember Reed moved to cancel the January 3, 2023 Regular City Council meeting. Councilmember Lynch seconded with Councilmembers Abraham, Lynch, Meyer, Reed, and Slaughter voting for the motion. Motion carried 5-0.

**ROUTINE ITEMS**

**9. UPDATE(S):**

**CITY ADMINISTRATOR OLSON UPDATE ON FM2551**

City Administrator Olson reported the City of Parker is on schedule with their responsibilities. North Texas Municipal Water District (NTMWD) is installing waterlines. Utilities are being relocated. TxDot plans to bid April of 2023, so they plan to begin their permitting process. There have been discussions to close or barricade Curtis Lane for future road work. Mr. Olson noted he has been adding updates to the City's website as new information becomes available.

**ENTERPRISE FLEET MANAGEMENT UPDATE**

City Administrator Olson commented the car market/supply has changed since the City contracted with Enterprise. Enterprise did not give the City time to call a Council meeting to discuss a change in vehicle selection. Council is requesting adequate time in the future to be informed before such lease decisions are made. Mr. Olson said he is working with Enterprise to modify the process due to current market conditions and will advise Council.

**ANY COMMITTEE UPDATES, AS NEEDED.**

[October 2022 – Court Report](#)  
[October 2022 – Finance\(monthly financials\) Report](#)  
[October 2022 – Police Report](#)  
[November 2022 Building Permit](#)  
[November 2022 – Website \(PIWIK\) Report](#)

The reports were accepted.

## **DONATION(S)**

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

Walmart Neighborhood Grocery, Roxanne Bogdan, Jill Lambouses, and Taven Culverhouse donated gift baskets to Council and Staff estimated value \$400

Anonymous donation of \$80 cash for Parkerfest.

Lisa Birdsong Real Estate Group donated a Pecan Pie estimated value is \$15.00 to the Parker Police Department.

The Presbyterian Church (formerly known as Corinth Presbyterian Church) donated cookies and a gift basket estimated value is \$25 to the Parker Police Department.

Chigani Family donated a turkey estimated value is \$40.00 to the Parker Police Department.

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

## **FUTURE AGENDA ITEMS**

### **11. FUTURE AGENDA ITEMS**

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

Hearing no additional requests, Mayor Pettle encouraged everyone to email her requests. The Mayor also noted the next regularly scheduled meeting would be Tuesday, January 17, 2023.

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 7:55 p.m.

RECONVENE REGULAR MEETING.

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

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

No action was taken.

**ADJOURN**

Mayor Lee Pettle adjourned the meeting at 9:25 p.m.

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettle

Approved on the 17th day  
of January, 2023.



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	December 12, 2022
Exhibits:	• <a href="#"><u>Proposed Minutes</u></a>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR DECEMBER 14, 2022 [WATER RATE STUDY WORKSHOP, 6 PM – 7:30 PM].

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



MINUTES  
CITY COUNCIL MEETING  
DECEMBER 14, 2022

**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 6:00 p.m. Mayor Pro Tem Michael Slaughter and Councilmembers Terry Lynch, Cindy Meyer and Jim Reed were present. Councilmember Diana M. Abraham was absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Trey Lansford, Public Works Director and Gary Machado

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Ed Standridge led the pledge.

TEXAS PLEDGE: Lucy Estabrook 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

**WORKSHOP**

WATER RATE STUDY

City Administrator Olson introduced Willdan Vice President Dan V. Jackson and Willdan Senior Analyst Dennis Goral. Mr. Jackson and Mr. Goral reviewed their PowerPoint, 2022 Water & Wastewater Rate Study in tonight's City Council packet and responded to questions. [See Exhibit 1 – “2022 Water & Wastewater Rate Study”, dated December, 2022.]

**ADJOURN**

Mayor Lee Pettle adjourned the meeting at 7:03 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 17th day  
of January, 2023.

PROPOSED

**City of Parker**

**2022 Water & Wastewater Rate Study**

**Council Presentation**

December 2022



**Exhibit 1**



# Agenda

Meeting Date: 01/17/2023 Item 2.



- Background on Rates
- Customers and Volumes
- Current and Forecast Cost of Service
- Rate Plan Scenarios
- Summary



## BACKGROUND ON RATES

# 21<sup>st</sup> Century Water & Wastewater Rate Facts

Meeting Date: 01/17/2023 Item 2.



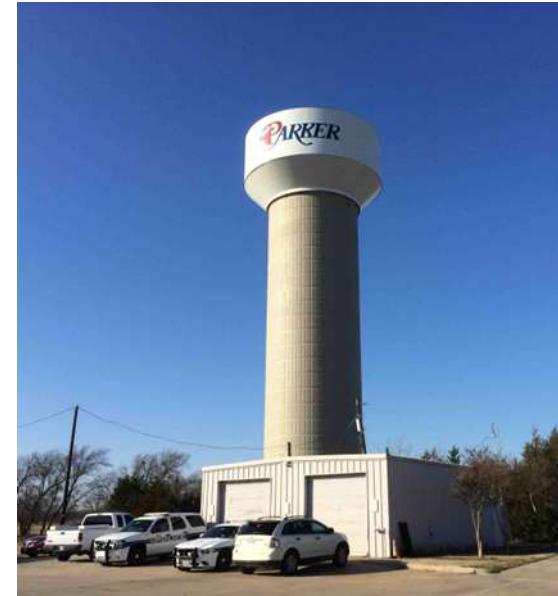
- Average utility has been increasing rates **5-6% per year**, a trend that is expected to continue and may accelerate
- American Water Works Association (AWWA) forecasts that water and wastewater rates across the U.S. will **triple** in the next 15 years
- 30-40% of utilities charge rates that **do not cover their costs**
- Rate adjustments are primarily due to reasons beyond a utility's direct control – inflation, necessary Capital Improvement Plans, wholesale costs, and other indirect expenses

# Water & Wastewater Rate Background

Meeting Date: 01/17/2023 Item 2.



- City has not adjusted rates since 2020
- Inflation is driving up utility operating and capital costs
- Utility plans to fund \$12.4 million in capital improvements over next ten years
- NTMWD forecasts significantly higher rate increases in the next ten years
- Combination of above factors results in need to implement a new long-term rate plan



# Current Water and Wastewater Rate Structure

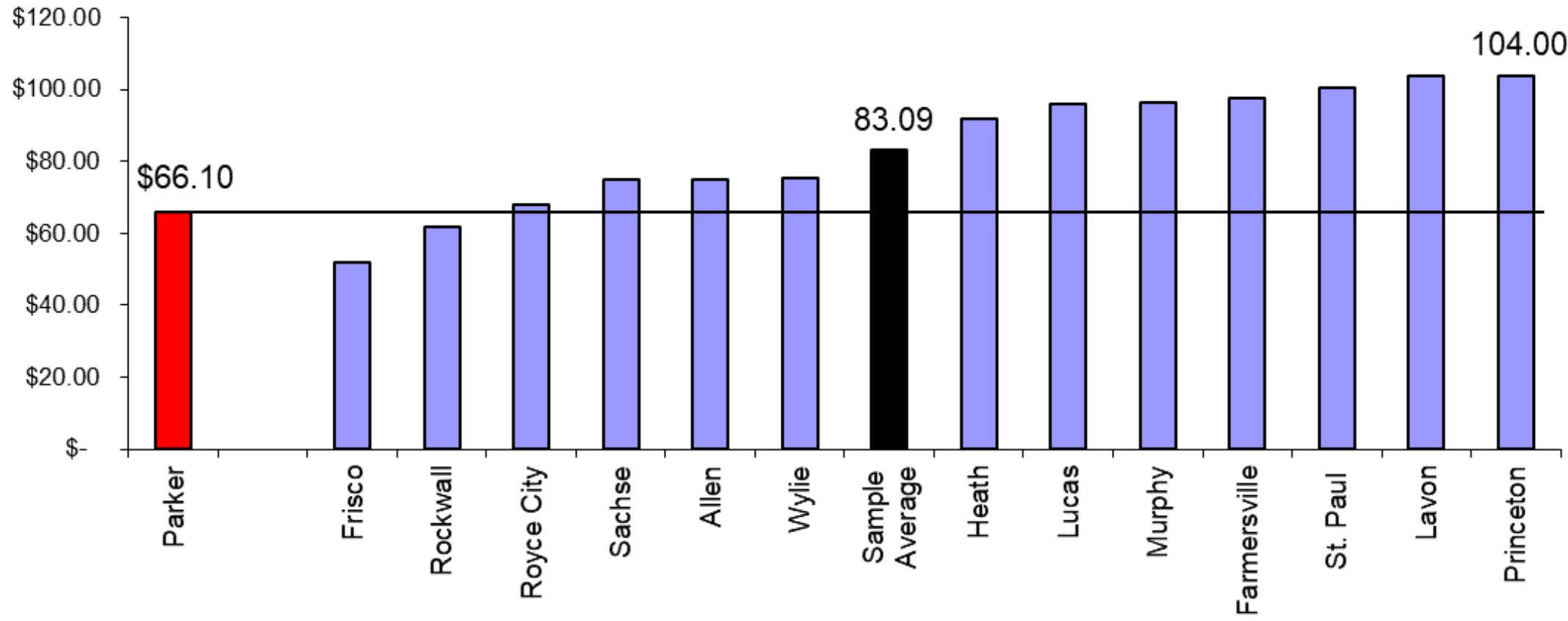
Meeting Date: 01/17/2023 Item 2.



Water Rates		Wastewater Rates	
Residential and Irrigation Rates		Residential Rates	
Minimum Charge	\$ 40.00	Monthly Charge	\$ 78.98
(Includes 4,000 Gallons in Base)			
Volume Rate (per 1,000 Gallons)			
4,001 - 15,000	\$ 4.35		
15,001 - 30,000	5.40		
30,001 - 50,000	6.75		
50,001 - 70,000	10.75		
70,001 - Above	14.85		

# Current Monthly Residential Charges | 10,000 Gal Water

Meeting Date: 01/17/2023 Item 2.



## CUSTOMERS & VOLUMES

# Water and Wastewater Accounts | Test Year 2022

Meeting Date: 01/17/2023 Item 2.



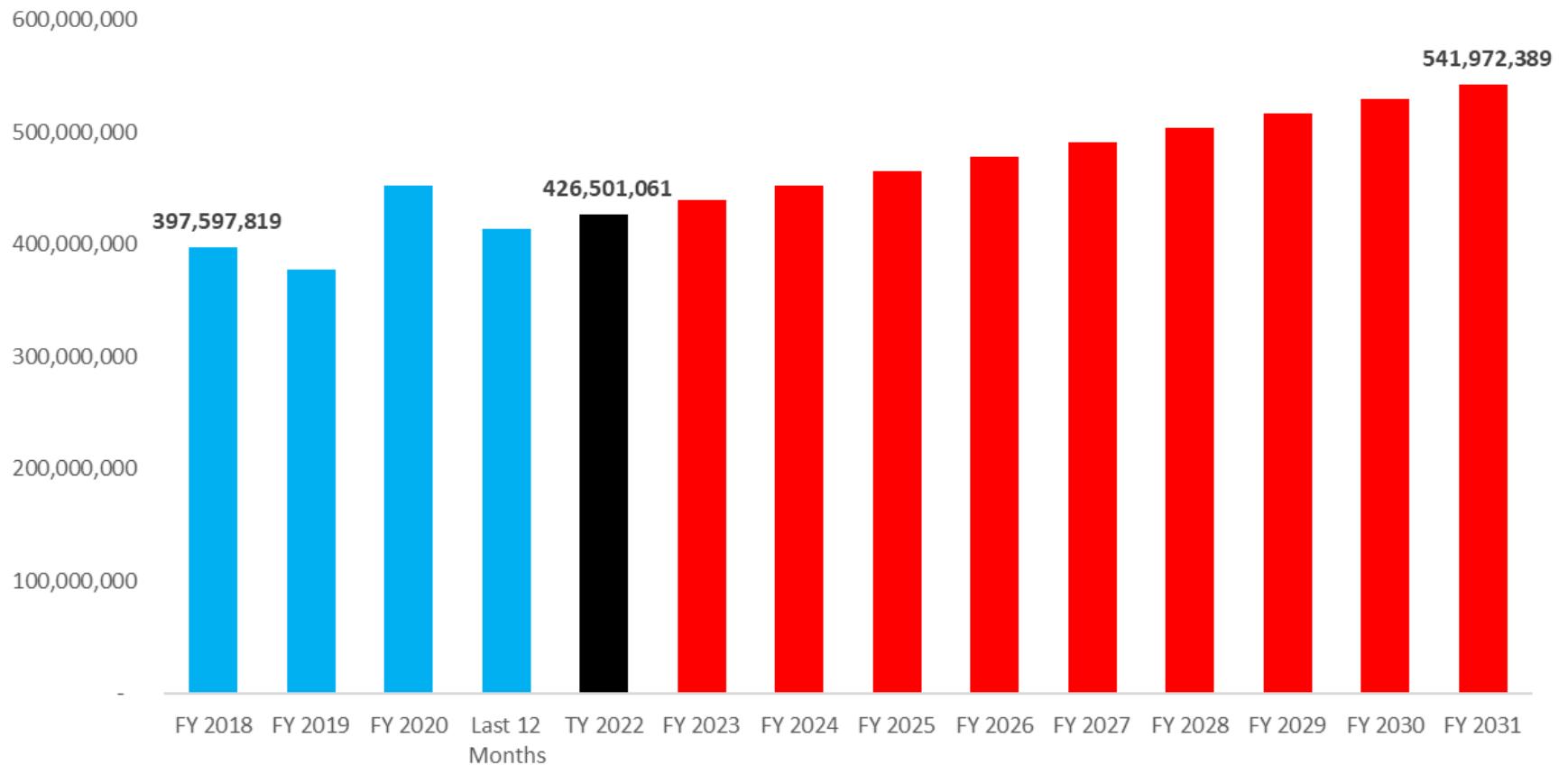
**Account growth over period 2022-2031 forecast to be on average 61 new accounts per year.**

<b>WATER Customers</b>	
Residential	1,895
Irrigation	46
Outside City	91
<b>Total</b>	<b>2,032</b>

<b>WASTEWATER Customers</b>	
Residential	423
<b>Total</b>	<b>423</b>

# Historical and Forecast Water Consumption (gallons)

Meeting Date: 01/17/2023 Item 2.



**Billed consumption average annual growth rate of 2.7%.**

**Water usage varies considerably with weather patterns, the model is based on the overall trend. Annual results may vary significantly.**



# **WATER & WASTEWATER CURRENT AND FORECAST COST OF SERVICE**

# Key Assumptions Driving Forecast Financial & Rate Plan

Meeting Date: 01/17/2023 Item 2.



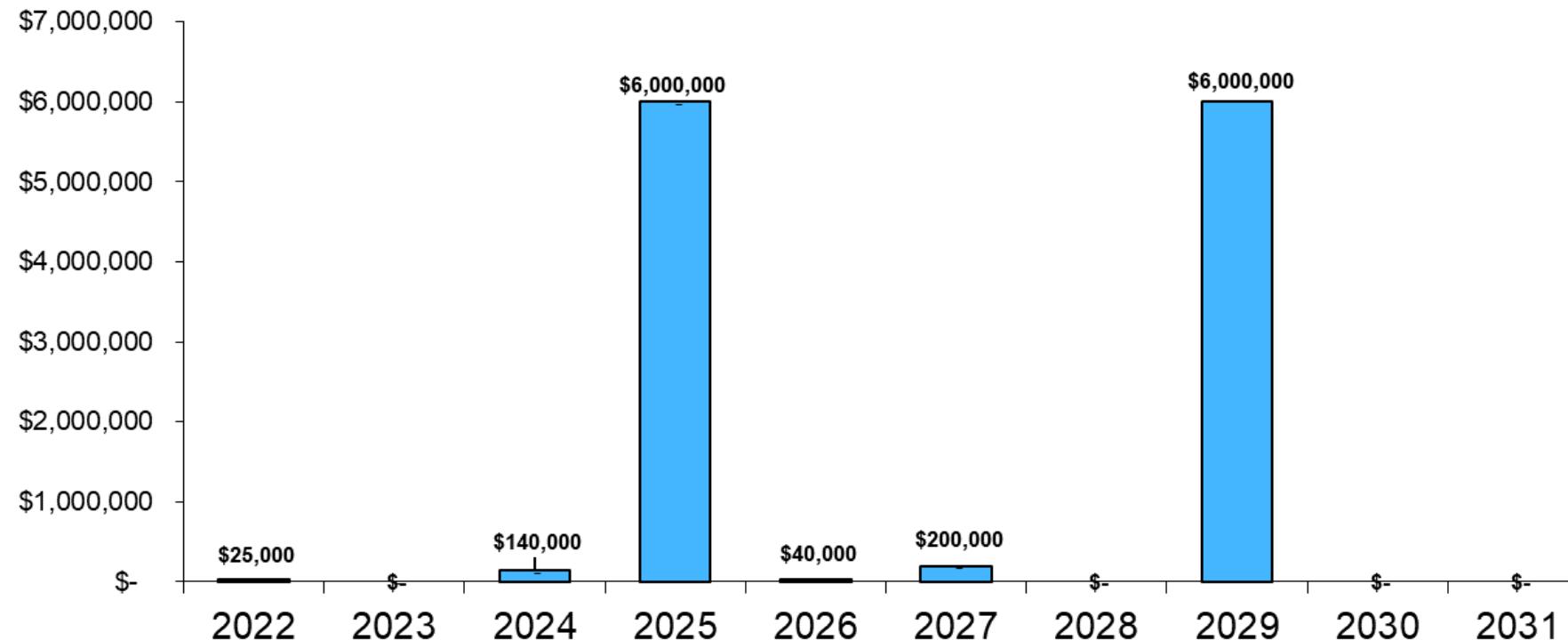
- Wholesale assumptions:
  - NTMWD water rate increases **11-13%** per year through 2024, 5-9% afterwards
  - NTMWD wastewater rate increases **12-20%** per year through 2025, lower increases afterwards
- General inflation adjustment assumed to be higher in 2023 and 2024, 3.0% afterwards
- Water CIP totals **\$12,405,000** through 2031
- 3 Rate Scenarios presented:
  - **Scenario I** -- City funds majority of CIP through long-term debt
  - **Scenario II** – City funds entire CIP through rate revenues
  - **Scenario III** – Long-Term Debt; City does not change minimum charge; all increases through volumetric rate

# Forecast Water and Wastewater CIP

Meeting Date: 01/17/2023 Item 2.



Water = \$12,405,000  
WW = \$0  
Total = \$12,405,000



Forecast Bond Issues

\$6,000,000

\$6,000,000

# Forecast Revenue Requirement | Water

Meeting Date: 01/17/2023 Item 2.



	Operating Expenses	NTMWD	Transfers/ Cap Outlays		Current Debt Service	Future Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
<b>WATER Utility</b>									
TY 2022	\$ 828,947	\$ 1,771,548	\$ 121,329	\$ 553,326	\$ -	\$ 3,275,150	\$ 231,906	\$ 3,043,244	
FY 2023	864,162	2,004,646	97,747	549,063	-	3,515,618	231,906	3,283,712	
FY 2024	900,882	2,279,978	239,207	554,978	-	3,975,045	231,906	3,743,139	
FY 2025	931,323	2,510,396	100,711	552,672	-	4,095,102	231,906	3,863,196	
FY 2026	962,828	2,768,881	142,260	551,774	454,735	4,880,477	231,906	4,648,572	
FY 2027	995,433	3,089,340	303,855	551,472	454,735	5,394,835	231,906	5,162,930	
FY 2028	1,029,180	3,356,211	105,498	550,698	454,735	5,496,322	231,906	5,264,416	
FY 2029	1,064,109	3,591,673	107,191	562,100	454,735	5,779,809	231,906	5,547,903	
FY 2030	1,100,265	3,974,282	108,934	561,400	909,470	6,654,351	231,906	6,422,445	
FY 2031	1,137,691	4,442,656	110,730	560,100	909,470	7,160,647	231,906	6,928,742	

# Forecast Revenue Requirement | Wastewater

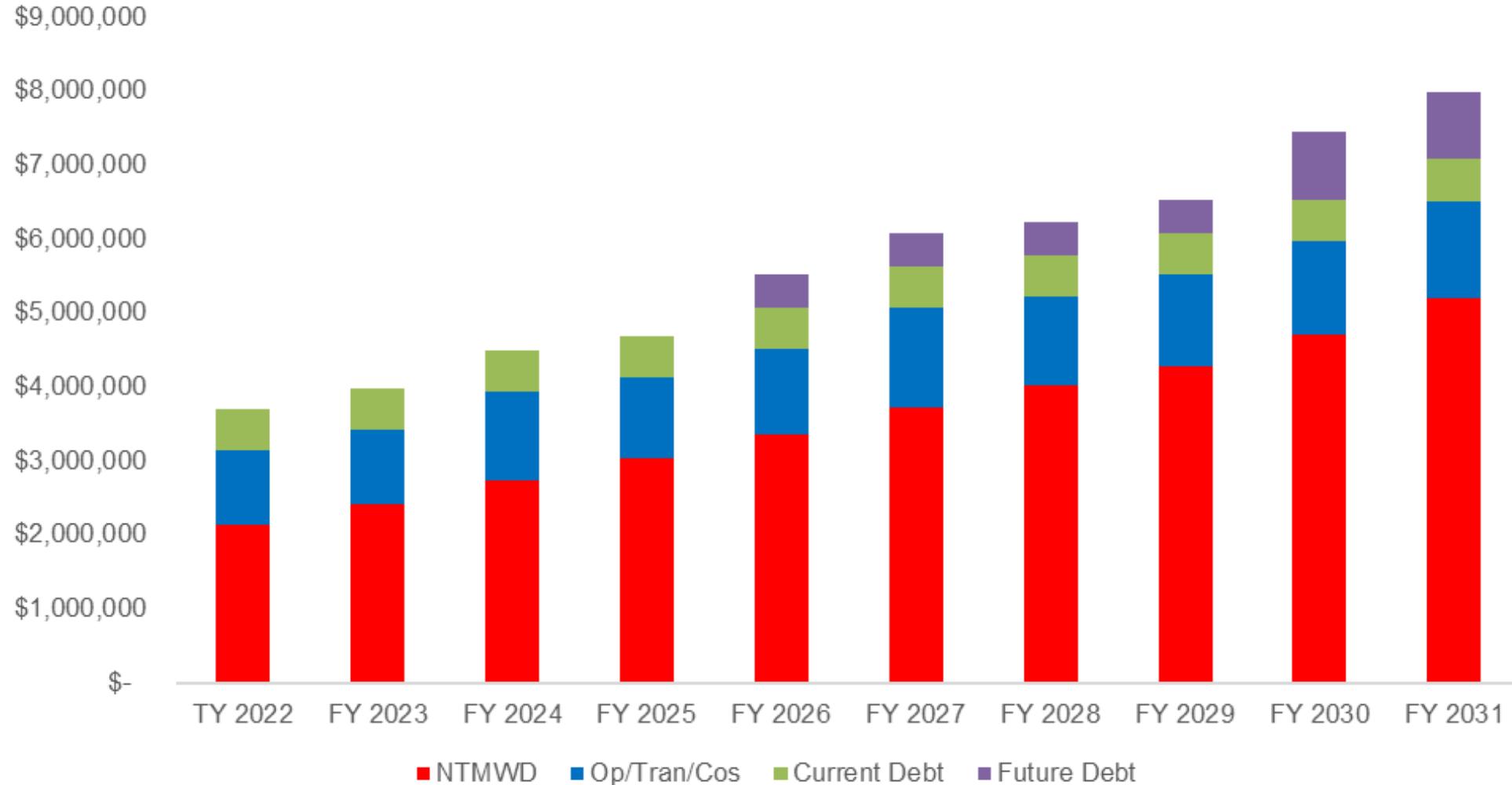
Meeting Date: 01/17/2023 Item 2.



	Operating Expenses	NTMWD	Transfers/ Cap Outlays	Current Debt Service	Future Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
<b>WASTEWATER Utility</b>								
TY 2022	\$ 41,048	\$ 368,539	\$ 5,921	\$ -	\$ -	\$ 415,508	\$ 20,944	\$ 394,564
FY 2023	42,745	406,439	5,921	-	-	455,104	20,944	434,160
FY 2024	44,511	454,939	5,921	-	-	505,371	20,944	484,427
FY 2025	45,966	528,161	5,921	-	-	580,048	20,944	559,104
FY 2026	47,471	577,939	5,921	-	-	631,330	20,944	610,386
FY 2027	49,026	622,748	5,921	-	-	677,695	20,944	656,751
FY 2028	50,635	668,959	5,921	-	-	725,516	20,944	704,571
FY 2029	52,300	690,989	5,921	-	-	749,210	20,944	728,266
FY 2030	54,021	723,339	5,921	-	-	783,281	20,944	762,336
FY 2031	55,802	757,131	5,921	-	-	818,854	20,944	797,910

# Forecast Revenue Requirement | Water and Wastewater

Meeting Date: 01/17/2023 Item 2.



PRELIMINARY & SUBJECT TO CHANGE

# WATER & WASTEWATER RATE PLAN SCENARIOS

# Rate Plan Scenario I

Meeting Date: 01/17/2023 Item 2.



- 5-year rate plan with adjustments assumed to be effective October 1 of each year
- Assumes no change in fundamental rate structure
- Uniform percentage adjustments for base and volume charges
- Funds \$12,000,000 in CIP-related long-term debt
  - 20 years
  - 4.0% interest



# Recommended Rate Plan – Scenario I

The rate plan fully funds all aspects of the water and wastewater utility based on the existing market conditions and assumptions.

Rate Plan will also enable the City to fully fund its capital improvements.

Water Rates - Residential and Irrigation	Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
Minimum Chg	\$ 40.00	\$ 43.60	\$ 47.09	\$ 50.86	\$ 54.92	\$ 59.32
<u>Volume Rate Per 1,000 Gal</u>						
4,001 - 15,000	4.35	<b>4.74</b>	5.12	5.53	5.97	6.45
15,001 - 30,000	5.40	<b>5.89</b>	6.36	6.87	7.41	8.01
30,001 - 50,000	6.75	<b>7.36</b>	7.95	8.58	9.27	10.01
50,001 - 70,000	10.75	<b>11.72</b>	12.65	13.67	14.76	15.94
70,001 - Above	14.85	<b>16.19</b>	17.48	18.88	20.39	22.02
Outside City Premium	0%	10%	10%	10%	10%	10%
<b>Wastewater Rates</b>						
Monthly Charge	\$ 78.98	\$ 86.88	\$ 95.57	\$ 105.12	\$ 114.58	\$ 123.75

# Impact on Monthly Bills | Scenario I

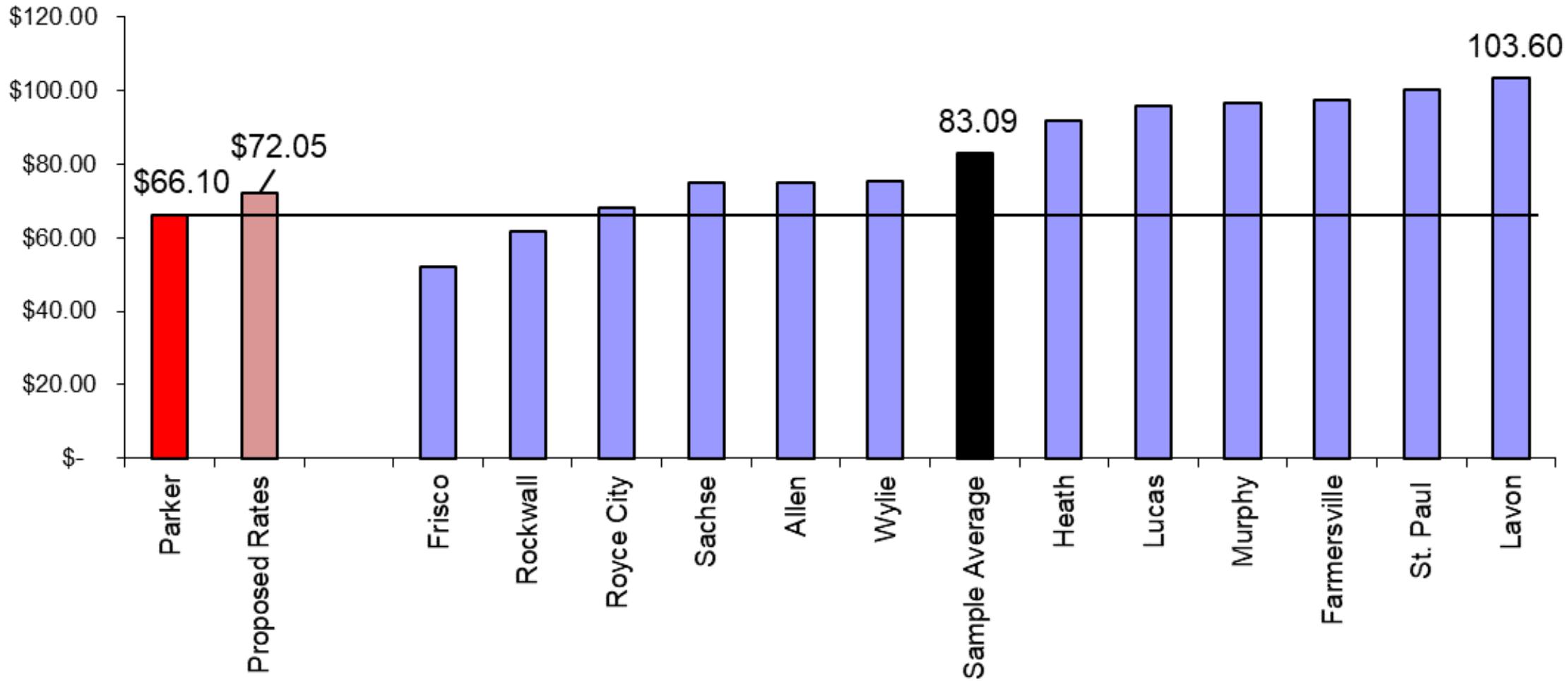
Meeting Date: 01/17/2023 Item 2.



		Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
<b>Residential Average Monthly Water Bill</b>							
5,000 Gal W	Total	\$ 44.35	\$ 48.34	\$ 52.21	\$ 56.39	\$ 60.90	\$ 65.77
	Increase -- \$		\$ 3.99	\$ 3.87	\$ 4.18	\$ 4.51	\$ 4.87
	Increase -- %		9.0%	8.0%	8.0%	8.0%	8.0%
10,000 Gal W	Total	\$ 66.10	\$ 72.05	\$ 77.81	\$ 84.04	\$ 90.76	\$ 98.02
	Increase -- \$		\$ 5.95	\$ 5.76	\$ 6.23	\$ 6.72	\$ 7.26
	Increase -- %		9.0%	8.0%	8.0%	8.0%	8.0%
20,000 Gal W	Total	\$ 114.85	\$ 125.19	\$ 135.20	\$ 146.02	\$ 157.70	\$ 170.31
	Increase -- \$		\$ 10.34	\$ 10.01	\$ 10.82	\$ 11.68	\$ 12.62
	Increase -- %		9.0%	8.0%	8.0%	8.0%	8.0%

# Current and Proposed Monthly Residential Charges | 10,000 Gal Water

Meeting Date: 01/17/2023 Item 2.



## Rate Plan Scenario II

Meeting Date: 01/17/2023 Item 2.



- Assumes no debt issued to fund the CIP
- Continues 5-year rate plan with no change in fundamental rate structure
- Results in higher water rate adjustments over 5-year period
- If CIP or operational assumptions change, a corresponding impact on the rate plan may be considered



# Total Cost of Service – Scenarios I and II

Meeting Date: 01/17/2023 Item 2.



## Scenario I - Debt

	Operating Expenses	NTMWD	Transfers/ Cap Outlays	Current	Future	Non-Rate Revenues	Revenue Requirement
				Debt Service	Debt Service		
<b>TOTAL Revenue Requirement</b>							
TY 2022	\$ 869,995	\$ 2,140,087	\$ 127,250	\$ 553,326	\$ -	\$ 3,690,658	\$ 252,850 <b>\$ 3,437,808</b>
FY 2023	906,907	2,411,085	103,668	549,063	-	3,970,722	252,850 <b>3,717,872</b>
FY 2024	945,393	2,734,918	245,128	554,978	-	4,480,416	252,850 <b>4,227,566</b>
FY 2025	977,290	3,038,557	106,631	552,672	-	4,675,150	252,850 <b>4,422,300</b>
FY 2026	1,010,298	3,346,819	148,180	551,774	454,735	5,511,807	252,850 <b>5,258,957</b>
FY 2027	1,044,460	3,712,088	309,776	551,472	454,735	6,072,530	252,850 <b>5,819,680</b>
FY 2028	1,079,815	4,025,170	111,419	550,698	454,735	6,221,837	252,850 <b>5,968,987</b>
FY 2029	1,116,409	4,282,663	113,112	562,100	454,735	6,529,019	252,850 <b>6,276,169</b>
FY 2030	1,154,286	4,697,620	114,855	561,400	909,470	7,437,631	252,850 <b>7,184,781</b>
FY 2031	1,193,493	5,199,787	116,651	560,100	909,470	7,979,501	252,850 <b>7,726,651</b>

## Scenario II – No Debt

	Operating Expenses	NTMWD	Transfers/ Cap Outlays	Current	Future	Cost of Service	Non-Rate Revenues	Revenue Requirement
				Debt Service	Debt Service			
<b>TOTAL Revenue Requirement</b>								
TY 2022	\$ 869,995	\$ 2,140,087	\$ 1,342,750	\$ 553,326	\$ -	\$ 4,906,158	\$ 252,850	<b>\$ 4,653,308</b>
FY 2023	906,907	2,411,085	1,344,168	549,063	-	5,211,222	252,850	<b>4,958,372</b>
FY 2024	945,393	2,734,918	1,345,628	554,978	-	5,580,916	252,850	<b>5,328,066</b>
FY 2025	977,290	3,038,557	1,347,131	552,672	-	5,915,650	252,850	<b>5,662,800</b>
FY 2026	1,010,298	3,346,819	1,348,680	551,774	-	6,257,572	252,850	<b>6,004,722</b>
FY 2027	1,044,460	3,712,088	1,350,276	551,472	-	6,658,295	252,850	<b>6,405,445</b>
FY 2028	1,079,815	4,025,170	1,351,919	550,698	-	7,007,602	252,850	<b>6,754,752</b>
FY 2029	1,116,409	4,282,663	1,353,612	562,100	-	7,314,783	252,850	<b>7,061,933</b>
FY 2030	1,154,286	4,697,620	1,355,355	561,400	-	7,768,661	252,850	<b>7,515,811</b>
FY 2031	1,193,493	5,199,787	1,357,151	560,100	-	8,310,531	252,850	<b>8,057,681</b>

# Recommended Rate Plan – Scenario II

The rate plan results in higher water rate adjustments.

No change in wastewater adjustments.

Rate Plan will also enable the City to fully fund its capital improvements without issuing new debt.

Water Rates - Residential and Irrigation	Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
Minimum Chg	\$ 40.00	\$ 46.00	\$ 52.90	\$ 60.84	\$ 68.74	\$ 70.81
<b>Volume Rate Per 1,000 Gal</b>						
4,001	15,000	4.35	5.00	5.75	6.62	7.48
15,001	30,000	5.40	6.21	7.14	8.21	9.28
30,001	50,000	6.75	7.76	8.93	10.27	11.60
50,001	70,000	10.75	12.36	14.22	16.35	18.47
70,001	Above	14.85	17.08	19.64	22.58	25.52
Outside City Premium						
		0%	10%	10%	10%	10%
<b>Wastewater Rates</b>						
Monthly Charge	\$ 78.98	\$ 86.88	\$ 95.57	\$ 105.12	\$ 114.58	\$ 123.75

# Impact on Monthly Bills | Scenario II

Meeting Date: 01/17/2023 Item 2.



	Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
<b>Residential Average Monthly Bill</b>						
<b>5,000 Gal Water</b>						
Scenario 1 - Debt	\$ 44.35	\$ 48.34	\$ 52.21	\$ 56.39	\$ 60.90	\$ 65.77
Scenario 2 - No Debt	44.35	51.00	58.65	67.45	76.22	78.51
<b>Difference</b>		<b>2.66</b>	<b>6.44</b>	<b>11.06</b>	<b>15.32</b>	<b>12.74</b>
<b>10,000 Gal Water</b>						
Scenario 1 - Debt	66.10	72.05	77.81	84.04	90.76	98.02
Scenario 2 - No Debt	66.10	76.02	87.42	100.53	113.60	117.01
<b>Difference</b>		<b>3.96</b>	<b>9.61</b>	<b>16.49</b>	<b>22.84</b>	<b>18.99</b>
<b>20,000 Gal Water</b>						
Scenario 1 - Debt	114.85	125.19	135.20	146.02	157.70	170.31
Scenario 2 - No Debt	114.85	132.08	151.89	174.67	197.38	203.30
<b>Difference</b>		<b>6.89</b>	<b>16.69</b>	<b>28.65</b>	<b>39.68</b>	<b>32.99</b>

## Rate Plan Scenario III

Meeting Date: 01/17/2023 Item 2.



- Continues 5-year rate plan with no change in fundamental rate structure
- **Percentage adjustments applied only for volumetric charges (no base charge increase)**
- Funds \$12,000,000 in CIP-related long-term debt



# Recommended Rate Plan – Scenario III

The rate plan results in higher water volumetric rate adjustments.

No change in wastewater adjustments.

Only increasing the volumetric rates makes the revenues depend more on annual weather patterns.

Water Rates - Residential and Irrigation	Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
Minimum Chg	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
<u>Volume Rate Per 1,000 Gal</u>						
4,001	15,000	4.35	<b>5.00</b>	5.60	6.28	6.90
15,001	30,000	5.40	<b>6.21</b>	6.96	7.79	8.57
30,001	50,000	6.75	<b>7.76</b>	8.69	9.74	10.71
50,001	70,000	10.75	<b>12.36</b>	13.85	15.51	17.06
70,001	Above	14.85	<b>17.08</b>	19.13	21.42	23.56
Outside City Premium						
		0%	10%	10%	10%	10%
<u>Wastewater Rates</u>						
Monthly Charge	\$ 78.98	\$ 86.88	\$ 95.57	\$ 105.12	\$ 114.58	\$ 123.75

# Impact on Monthly Bills | Scenario III

Meeting Date: 01/17/2023 Item 2.



	Current	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25	Effective Oct-26
<b>Residential Average Monthly Bill</b>						
<b>5,000 Gal Water</b>						
Scenario 1 - Debt	\$ 44.35	\$ 48.34	\$ 52.21	\$ 56.39	\$ 60.90	\$ 65.77
Scenario 3 - No Base Increase	44.35	45.00	45.60	46.28	46.90	47.59
<b>Difference</b>		<b>(3.34)</b>	<b>(6.61)</b>	<b>(10.11)</b>	<b>(14.00)</b>	<b>(18.18)</b>
<b>10,000 Gal Water</b>						
Scenario 1 - Debt	66.10	72.05	77.81	84.04	90.76	98.02
Scenario 3 - No Base Increase	66.10	70.02	73.62	77.65	81.42	85.56
<b>Difference</b>		<b>(2.04)</b>	<b>(4.19)</b>	<b>(6.39)</b>	<b>(9.34)</b>	<b>(12.46)</b>
<b>20,000 Gal Water</b>						
Scenario 1 - Debt	114.85	125.19	135.20	146.02	157.70	170.31
Scenario 3 - No Base Increase	114.85	126.08	136.41	147.98	158.77	170.65
<b>Difference</b>		<b>0.89</b>	<b>1.21</b>	<b>1.96</b>	<b>1.07</b>	<b>0.34</b>
<b>100,000 Gal Water</b>						
Scenario 1 - Debt	964.35	1,051.14	1,135.23	1,226.05	1,324.14	1,430.07
Scenario 3 - No Base Increase	964.35	1,103.00	1,230.56	1,373.43	1,506.77	1,653.45
<b>Difference</b>		<b>51.86</b>	<b>95.33</b>	<b>147.38</b>	<b>182.64</b>	<b>223.38</b>

# SUMMARY

# How Does Rate Plan Benefit Ratepayers & City?

Meeting Date: 01/17/2023 Item 2.



- Proposed rate plans enable the utility to fully fund all water and wastewater maintenance, operating and construction costs
- Will provide for the Utility Fund to operate self-sufficient with no need for General Fund subsidies
- Will enable City to invest \$12.4 million to maintain and improve the system
- Enables the City to continually provide safe drinking water and effectively treat wastewater





## QUESTIONS & DISCUSSION



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	December 12, 2022
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Proposed Minutes</a></li> </ul>	

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR DECEMBER 20, 2022 [CAPITAL IMPROVEMENT PLAN (CIP) AND FACILITY WORKSHOP, 3 PM].

### SUMMARY

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

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



MINUTES  
CITY COUNCIL MEETING  
DECEMBER 20, 2022

**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 3:01 p.m. Councilmembers Terry Lynch, Cindy Meyer and Jim Reed were present. Mayor Pro Tem Michael Slaughter and Councilmember Diana M. Abraham were absent.

Staff Present: City Administrator Luke Olson (arrived at 3:35 p.m., due to a conflicting virtual meeting), Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, City Attorney Trey Lansford, Public Works Director Gary Machado, City Engineer John Birkhoff, P.E. (left at 4:44 p.m.), and Assistant Police Chief Kenneth Price

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 3:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 3:35 p.m.

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

No action was taken.

**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

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Councilmember Jim Reed led the pledge.

TEXAS PLEDGE: Councilmember Terry Lynch led the pledge.

## WORKSHOP

### 1. CAPITAL IMPROVEMENT PLAN (CIP)

Councilmembers Lynch and Reed reviewed the ***Parker Capital Improvement Plan Overview*** PowerPoint provided in tonight's City Council packet. City Engineer Birkhoff reviewed cost estimates. There was discussion and they responded to questions. [See ***Exhibit 1 – “Parker Capital Improvement Plan Overview PowerPoint”, dated December, 2022.***]

Mayor and Council asked that Sales Tax be added to the 2023 Future Agenda Items for the May 6, 2023 ballot.

Mayor Pettle closed the CIP Workshop and opened the Municipal Complex Workshop at 4:43 p.m.

### 2. MUNICIPAL COMPLEX

City Administrator Olson reviewed the Municipal Complex information provided in tonight's packet. Discussion ensued. [See ***Exhibit 2 – “City of Parker - City Hall & Admin Building (Conceptual Estimate) and City of Parker - Police Station (Conceptual Estimate)”, dated December, 2022.***]

## COUNCIL AVAILABILITY

Mayor and Council availability was discussed for January 2023.

## ADJOURN

Mayor Lee Pettle adjourned the meeting at 5:43 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettle

ATTESTED:

Approved on the 17th day  
of January, 2023.

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



# Parker Capital Improvement Plan Overview

Exhibit 1

- Background
- Current Situation
- Path Forward

## *Objective of This Review*

Agreement of Boring Samples

Drainage Impact

Overall Cost

# What is a Capital Improvement Plan?

Capital Improvement Plan (CIP) contains all the individual capital projects, equipment purchases, and major studies for a local government; in conjunction with construction and completion schedules, and in consort with financing plans. The plan provides a working blueprint for sustaining and improving the community's infrastructures. It coordinates strategic planning, financial capacity, and physical development. A CIP stands at the epicenter of a government's Planning, Public Works, and Finance departments.

## Background

- As Parker matures and grows, a 5 year CIP was needed to address future needs
- Parker did not have a CIP in place to address our future
- A committee was assigned to understand the needs and provide a cost of these projects
- Key topics of this CIP committee were based on previous resident requests of the city's infrastructure needs
- Road integrity was a key part of the overall CIP that needed to be reviewed

**Key Goal : Understand the Full View of All the Capital Needs of the City**

**Future Discussions will be Addressed Using City Council Workshops**



## IMMEDIATE GOAL

Establish a Capital Improvement Plan for the city

To be used in assigning projects and for budgeting.

As a communication tool to residents on maintenance of streets.

## LONG TERM GOAL

City streets are maintained such that they remain in a condition of Fair or better.

All Capital Improvements Will Be Addressed and Prioritized

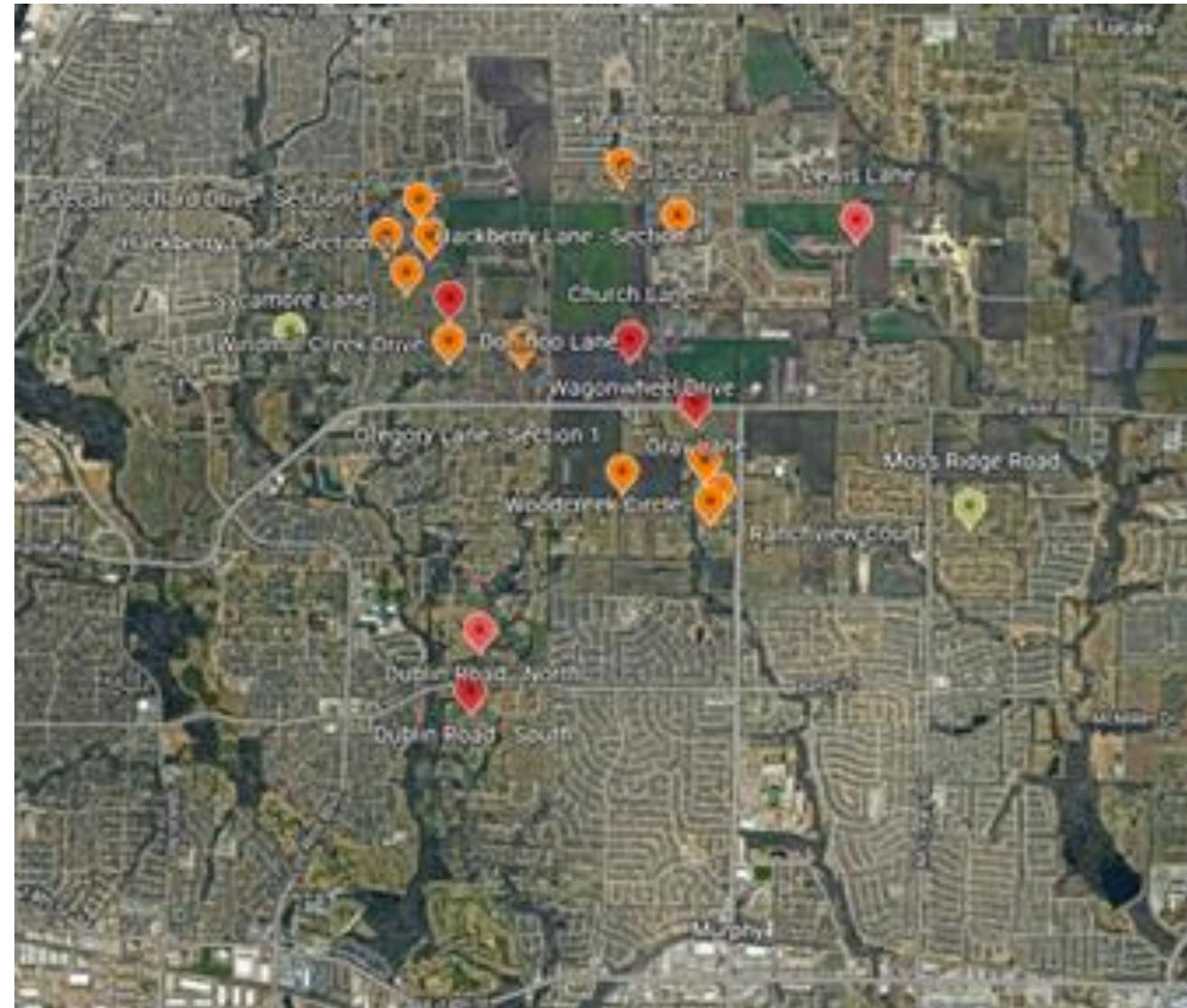
# Parker CIP –Street Assessment

- 2021 Street Condition Survey created by city staff to assess detail of streets condition
- Determined that streets for further consideration were those with a rating of below fair
- Compiled additional information on streets identified above.
- Calculated potential costs using cost factors from engineer.
- Obtained proposals for boring samples

PCI Rating	Linear Feet	# of Segments
<b><i>Residential Streets</i></b>		
Failed (0 – 9)	0	0
Severe (10 – 24)	2,172	1
Very Poor (25 – 39)	4,248	2
Poor (40 – 54)	18,699	10
Borderline Poor (55)	11,514	2
	<b><u>36,633</u></b>	<b><u>15</u></b>
<b><i>Collector (or high traffic) streets</i></b>		
Very Poor (25 – 29)	5,037	3
Poor (40 – 54)	13,896	4
	<b><u>18,933</u></b>	<b><u>7</u></b>
Streets under consideration	55,566	22
% of all	20%	
All city streets	273,143	168



# Streets Under Consideration





# Streets Under Consideration

Review and discuss two schedules “Analysis of Streets Under Consideration” –

The first schedule shows results using engineer’s cost factors with 24’ width for pricing streets and city staff assessment of type of street repair and drainage that might be required.

	<u>Streets</u>	<u>Drainage</u>	<u>Total</u>
Residential Streets	8,765,803	6,163,567	14,929,370
Collector (or High Traffic) Streets	7,383,870	5,329,513	12,713,383
<b>Total</b>	<b>16,149,673</b>	<b>11,493,080</b>	<b>27,642,753</b>

The second schedule shows costing for all streets under consideration using the engineer’s cost factors of the four alternatives of street repairs provided as recapped below. Drainage costs are also reflected. options on drainage.

	<u>Overlay</u>	<u>Remix</u>	<u>Reconstruct</u>	<u>Concrete</u>
Residential Streets	4,029,680	8,975,197	14,287,049	23,335,513
Collector (or High Traffic) Streets	2,082,630	4,638,585	7,383,870	12,060,321
<b>Total</b>	<b>6,112,310</b>	<b>13,613,782</b>	<b>21,670,919</b>	<b>35,395,834</b>

# Engineer's Opinion of Costs

Description	Cost per LF
2" Asphalt overlay with glas pave between existing and new	110
Remix existing w/ cement, placing 1" asphalt followed by glas pave followed by 1.5" asphalt	245
Reconstruct street with 12" of flex base material, 1.5" asphalt, glas pave followed by 2" asphalt	390
Reconstruct street with 6" of reinforced concrete with 6" lime treated subgrade	637

The engineer's cost factors shown above were provided to show the potential scope of the CIP street projects. These costs are only the engineer's opinion of what those costs could be based on bid sheets and unit prices which are highly volatile.

The engineer suggested that \$315 per foot should be added for significant drainage improvement for costing purposes. These are identified as poor on the schedule.

Costs of street repairs will not be firm until they are bid out. The costs were calculated in July 2022 and the engineer states he believes they have escalated about 10% since that time.



# Proposals of Boring Samples

Review and discuss “Boring Sample Proposal” - Estimates provided for three Phases as summarized below

	Linear Feet	Boring Samples	Cost Proposal
<b><i>Residential Streets</i></b>			
Rating of 40 and lower	18,253	36	\$21,630
Ratings between 41 & 50	8,144	15	\$14,257
<b><i>Collector (or high traffic) streets</i></b>			
Dublin Road	13,582	27	\$17,953
<b>Totals</b>	<b>39,978</b>	<b>78</b>	<b>\$53,840</b>

The proposal is cost of the boring samples only (No Assessment)  
Engineer's opinion of costs based on boring samples needed (Need Cost Estimate)  
Drainage Assessment Must be Considered

# Proposals of Boring Samples (cont'd)

- Core Samples Benefits
  - Help to understand the sub- base – dictates best repair method and aid in further fine tune the costs of the repairs needed.
  - Assessment will be valid for several years to allow longer-term plan.
  - Use results of early samples for other streets in the queue where possible.
- Process of obtaining boring samples is not trivial
  - Road closures and diversion of traffic needed during the process.
  - Traffic control can not be delegated. Proposal costs reflect \$3,500 per phase with 3 phased proposal.

The proposal only comprehends cost of the boring samples (No Assessment)  
Engineer's opinion of costs using boring samples and drainage details needed (Need Cost Estimate)

# Prioritization of Streets

- Establish prioritization of streets (establish Phases) –
  - Methods to consider for prioritization – Poorest rated streets, highest traffic volume streets, interruption to residents, cost limitations, other.
  - Benefits of establishing phases
    - Smaller projects are easier to manage/complete
    - Addresses need of the city – community needs are being acted upon
    - Limits the shorter-term capital requirements
- Move forward on plan using Engineering data – Based on bore samples, drainage, and engineering assessment, set plan and move forward.

# Clarifying Scope of Work and Costs

- Identify & execute plan for clarifying the scope of the Work to be done and refining costs on Phase 1 streets –
  - Boring Samples
    - Determine updated pricing with Phase 1 streets,
    - After council approval, contract for boring samples
  - Engineer's estimates based on results of boring samples
  - Drainage
    - Identify best method for assessing drainage needs,
    - Assign responsibilities for executing to identify estimated costs
  - Identify other costs (Right of Way (ROW), Water Lines, Other)

# Path Forward to CIP Plan

Identify what is needed to develop a CIP plan & timeline for implementation

- Identify the possible sources of financing and impacts on city and taxpayers –
  - 1% Sales Tax for Roads
  - Transfer from General Fund - Use a portion of existing M&O funds assigned to Street Construction and Drainage Funds for these projects
  - County, State, and Federal Grants
  - Debt - How much debt can the city afford? Breaking the project into phases would allow us to take monies out at different times, possibly lessening the tax burden until such time as the monies are needed.
- Estimate time and timing of projects
  - Preliminary work – Bid Preparation, ROW research, ???
  - Bid Process
  - Construction

**Good Progress : However- A great deal of work needed to complete the CIP**



## Path Forward

- **Compile results and present options for City Council evaluation to provide the path forward for the next 5 years**
- **The process will need to be repeated to project the overall capital requirement for the city over 5 years**
- **Assemble the full scope of the CIP and present the capital need requirements as well as the financial options to fund the projects**
- **City Council will assess the best method to raise the finances to complete/rank these projects**

**Good Progress : However- A great deal of work needed to complete the CIP**

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

STREET NAME	Segment LF	Surface Only Option Costs					Drainage Adjustment Costs		
		Overlay \$ 110.00	Remix \$ 245.00	Reconstruct \$ 390.00	Concrete \$ 637.00	Good \$ -	Fair \$ 162.50	Poor \$ 325.00	
<u>Residential</u>									
Church Lane	2,172	238,920	532,140	847,080	1,383,564	-	352,950	705,900	
	2,172	238,920	532,140	847,080	1,383,564	-	352,950	705,900	
Grey/Gray Ln.	2,211	243,257	541,799	862,456	1,408,678	-	359,357	718,713	
Donihoo Lane	2,037	224,070	499,065	794,430	1,297,569	-	331,013	662,025	
	4,248	467,327	1,040,864	1,656,886	2,706,247	-	690,369	1,380,738	
Gregory Lane	4,171	458,810	1,021,895	1,626,690	2,656,927	-	677,788	1,355,575	
Gregory Lane	1,277	140,470	312,865	498,030	813,449	-	207,513	415,025	
Hackberry Lane	1,763	193,930	431,935	687,570	1,123,031	-	286,488	572,975	
Hackberry Lane	1,674	184,140	410,130	652,860	1,066,338	-	272,025	544,050	
Ranchview	1,002	110,225	245,501	390,797	638,302	-	162,832	325,665	
Woodcreek	668	73,499	163,703	260,588	425,627	-	108,578	217,157	
Kara Lane	2,606	286,660	638,470	1,016,340	1,660,022	-	423,475	846,950	
Pecan Orchard Drive	1,146	126,060	280,770	446,940	730,002	-	186,225	372,450	
Pecan Orchard Drive	1,088	119,680	266,560	424,320	693,056	-	176,800	353,600	
Wagon Wheel	1,676	184,360	410,620	653,640	1,067,612	-	272,350	544,700	
Windmill Creek Drive	1,628	179,080	398,860	634,920	1,037,036	-	264,550	529,100	
	18,699	2,056,914	4,581,309	7,292,695	11,911,402	-	3,038,623	6,077,246	

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

STREET NAME	Segment LF	Surface Only Option Costs					Drainage Adjustment Costs			
		<u>Overlay</u> \$ 110.00	<u>Remix</u> \$ 245.00	<u>Reconstruct</u> \$ 390.00	<u>Concrete</u> \$ 637.00	<u>Good</u> \$ -	<u>Fair</u> \$ 162.50	<u>Poor</u> \$ 325.00		
Moss Ridge Rd	6,195	681,430	1,517,729	2,415,978	3,946,097	-	1,006,657	2,013,315		
Sycamore Lane	5,319	585,090	1,303,155	2,074,410	3,388,203	-	864,338	1,728,675		
	11,514	1,266,520	2,820,884	4,490,388	7,334,300	-	1,870,995	3,741,990		
<b>All Residential Segm</b>	<b>36,633</b>	<b>4,029,680</b>	<b>8,975,197</b>	<b>14,287,049</b>	<b>23,335,513</b>	<b>-</b>	<b>5,952,937</b>	<b>11,905,874</b>		

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

STREET NAME	Segment LF	Surface Only Option Costs					Drainage Adjustment Costs		
		Overlay \$ 110.00	Remix \$ 245.00	Reconstruct \$ 390.00	Concrete \$ 637.00	Good \$ -	Fair \$ 162.50	Poor \$ 325.00	
<u>Collector (or High Traffic)</u>									
<b>Dublin Road</b>									
Dublin Road - South	5,907	649,770	1,447,215	2,303,730	3,762,759	-	959,888	1,919,775	
	1,583	174,130	387,835	617,370	1,008,371	-	257,238	514,475	
	1,177	129,470	288,365	459,030	749,749	-	191,263	382,525	
	3,147	346,170	771,015	1,227,330	2,004,639	-	511,388	1,022,775	
Dublin Road - North	7,957	875,270	1,949,465	3,103,230	5,068,609				
	3,495	384,450	856,275	1,363,050	2,226,315	-	567,938	1,135,875	
	4,462	490,820	1,093,190	1,740,180	2,842,294	-	725,075	1,450,150	
<b>Curtis Lane</b>	1,783	196,130	436,835	695,370	1,135,771	-	289,738	579,475	
<b>Lewis Lane</b>	3,286	361,460	805,070	1,281,540	2,093,182	-	533,975	1,067,950	
Lucas	3,471								
Parker	426								
Developer	1,992								
County	884								
Parker/Lucas	2,020								
County	856								
Parker	1,850								
	11,499								
Above is a breakdown of estim									
<b>All Collector Segme</b>	<b>18,933</b>	<b>2,082,630</b>	<b>4,638,585</b>	<b>7,383,870</b>	<b>12,060,321</b>	<b>-</b>	<b>1,783,600</b>	<b>3,567,200</b>	

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

Area	STREET NAME	Segment LF	PCI Rating	Avg Daily Traffic Volume	Other Streets dependent on Street	Current Width LF	Current Surface Type	Process		Drainage		Surface	Drainage	Total
								Anticipated	Cond	Cond	Surface			
<u>Residential</u>														
NW	Church Lane	2,172	20			22	Asphalt	Reconstruct	Poor	847,080	705,900	1,552,980		
		2,172								847,080	705,900	1,552,980		
SW	Grey/Gray Ln.	2,211	25	City Park parking on this street		19	Asphalt	Remix	Average	541,799	359,357	901,156		
NW	Donihoo Lane	2,037	35			21	Chip Seal	Reconstruct	Average	794,430	331,013	1,125,443		
		4,248								1,336,229	690,369	2,026,598		
SW	Gregory Lane	4,171	40			22	Asphalt	Remix	Average	1,021,895	677,788	1,699,683		
SW	Gregory Lane	1,277	40	289		22	Asphalt	Remix	Average	312,865	207,513	520,378		
NW	Hackberry Lane	1,763	40	458		21	Chip Seal	Reconstruct	Average	687,570	286,488	974,058		
NW	Hackberry Lane	1,674				21	Chip Seal	Reconstruct	Average	652,860	272,025	924,885		
SW	Ranchview	1,002	40	109	Woodcreek Circle	19	Asphalt	Remix	Average	245,501	162,832	408,333		
SW	Woodcreek	668	40			19	Asphalt	Remix	Average	163,703	108,578	272,281		
NW	Kara Lane	2,606	45	287		20	Asphalt	Overlay	Average	286,660	423,475	710,135		
NE	Pecan Orchard Drive	1,146	50	433		20	Asphalt	Remix	Average	280,770	186,225	466,995		
NE	Pecan Orchard Drive	1,088	50			20	Asphalt	Remix	Average	266,560	176,800	443,360		
NW	Wagon Wheel	1,676	50	183	Cimarron Circle	24	Asphalt	Remix	Average	410,620	272,350	682,970		
NW	Windmill Creek Drive	1,628	50			22	Concrete	Overlay	Average	179,080	264,550	443,630		
		18,699								4,508,084	3,038,623	7,546,707		

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

Area	STREET NAME	Segment LF	PCI Rating	Avg Daily Traffic Volume	Other Streets dependent on Street	Current Width LF	Current Surface Type	Process		Drainage		Surface	Drainage	Total
								Anticipated	Cond	Cond	Surface			
SE	Moss Ridge Rd	6,195	55	26		24	Concrete				-	-	-	-
NW	Sycamore Lane	5,319	55	375	Windream Lane & Ann's Lane	18	Asphalt	Reconstruct	Poor	2,074,410	1,728,675	3,803,085		
		11,514								2,074,410	1,728,675	3,803,085		
	<b>All Residential Segm</b>	<b>36,633</b>								<b>8,765,803</b>	<b>6,163,567</b>	<b>14,929,370</b>		

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - Capital Improvement Plan  
Analysis of Streets Under Consideration

Meeting Date: 01/17/2023 Item 3.

Area	STREET NAME	Segment LF	PCI Rating	Avg Daily Traffic Volume	Other Streets dependent on Street	Current Width LF	Current Surface Type	Process Anticipated	Drainage Cond	Surface	Drainage	Total
	<u>Collector (or High Traffic)</u>											
	<b>Dublin Road</b>											
SW	Dublin Road - South	5,907		1,456	St. Lawrence, Mahaney, Smith, Estate, Creekside, Edgewater	20	Asphalt			-	-	-
		1,583	30					Reconstruct	Poor	617,370	514,475	1,131,845
		1,177	30					Reconstruct	Poor	459,030	382,525	841,555
		3,147	33					Reconstruct	Poor	1,227,330	1,022,775	2,250,105
SW	Dublin Road - North	7,957		1,640	Dublin Creek, Reserve Court	20	Asphalt					
		3,495	45					Reconstruct	Poor	1,363,050	1,135,875	2,498,925
		4,462	50					Reconstruct	Poor	1,740,180	1,450,150	3,190,330
NE	<b>Curtis Lane</b>	1,783	40	1,185		21	Asphalt	Reconstruct	Average	695,370	289,738	985,108
NE	<b>Lewis Lane</b>	3,286	40	781	King's Crossing 2, 3,& 4 Poco Estados		Asphalt	Reconstruct	Average	1,281,540	533,975	1,815,515
	Lucas	3,471										
	Parker	426										
	Developer	1,992				24						
	County	884										
	Parker/Lucas	2,020										
	County	856										
	Parker	1,850										
		11,499										
Above is a breakdown of estimated responsibilities of this street using Google Earth measurements												
All Collector Segme	18,933									7,383,870	5,329,513	12,713,383

Based on Engineer's Opinion of Costs - Actual amount is not known until competitive bidding completed.

City of Parker - City Council & Admin Building

5700 East Parker Rd  
Parker  
Texas  
75002

Enclosed Area	Bldg Area
New Building -	14,545 sf
Old Fire Station -	3,600 sf
<u>Old Public Works Building -</u>	<u>1,200 sf</u>
	19,345 sf

## City of Parker

5700 East Parker Rd  
Parker, TX 75002  
972-442-6811  
Luke Olson

**CES - Computerized Estimating Services**  
2823 VZ County Road 1222  
Grand Saline, TX 75140  
309-981-9285  
Daniel Blanchard

Conceptual Estimate		Budget Breakdown				
No.	Conceptual Estimate	Total Cost	\$/sf	% of Total	Site	Building
<b>Section A</b>	<b>Substructure</b>					
024113	Selective Site Demolition	16,800	\$1.16	0.15%	16,800	0
031100	Site Concrete	1,061,201	\$72.96	10.89%	1,061,201	0
071000	Wp. Dp & Joint Sealants	38,859	\$2.67	0.40%	38,859	0
310000	Mass Excavation	241,786	\$16.62	2.48%	241,786	0
331116	Soil Treatment for Termite Control	13,236	\$0.91	0.14%	13,236	0
321700	Pavement Markings	2,737	\$0.19	0.03%	2,737	0
329300	Landscaping & Irrigation	62,000	\$4.26	0.64%	62,000	0
330000	Site Utilities	183,400	\$12.61	1.88%	183,400	0
<b>Section B</b>	<b>Shell or Superstructure</b>					
033100	Building Concrete	347,834	\$23.91	3.57%	0	347,834
033511	Concrete Floor Finishes	9,640	\$0.66	0.10%	0	9,640
042000	Unit Masonry	158,222	\$10.88	1.62%	0	158,222
051000	Structural Steel & Metal Decking	231,625	\$15.93	2.38%	0	231,625
054000	Cold-Formed Metal Framing	66,308	\$4.56	0.68%	0	66,308
061000	Rough Carpentry	106,315	\$7.31	1.09%	0	106,315
071000	Wp. Dp & Joint Sealants	5,091	\$0.35	0.05%	0	5,091
072000	Building Insulation	9,338	\$0.64	0.10%	0	9,338
072100	Thermal Insulation	9,856	\$0.66	0.10%	0	9,856
075000	Roofing	87,553	\$6.02	0.90%	0	87,553
076200	Sheet Metal Flashing & Trim	63,000	\$4.33	0.65%	0	63,000
077200	Roof Accessories	33,999	\$2.34	0.35%	0	33,999
080800	Labor to Install Drs, Frms & Hardware	1,113	\$0.08	0.01%	0	1,113
081113	Hollow Metal Doors & Frames - Mat's FOB Jobsite	3,780	\$0.26	0.04%	0	3,780
084213	Aluminum Entrance Doors	12,320	\$0.85	0.13%	0	12,320
084313	Aluminum-Framed Storefront	108,293	\$7.45	1.11%	0	108,293
087100	Finish Hardware - Mat's FOB Jobsite	1,890	\$0.13	0.02%	0	1,890
099113	Exterior Painting	3,962	\$0.27	0.04%	0	3,962
107113	Exterior Sun Control Devices	144,900	\$9.96	1.49%	0	144,900
<b>Section C</b>	<b>Interiors</b>					
033511	Concrete Floor Finishes	8,887	\$0.61	0.09%	0	8,887
061000	Rough Carpentry	8,400	\$0.58	0.09%	0	8,400
062000	Finish Carpentry	4,900	\$0.34	0.05%	0	4,900
080800	Labor to Install Drs, Frms & Hardware	14,672	\$1.01	0.15%	0	14,672
081113	Hollow Metal Doors & Frames - Mat's FOB Jobsite	27,603	\$1.90	0.28%	0	27,603
081416	Flush Wood Doors - Mat's FOB Jobsite	21,168	\$1.46	0.22%	0	21,168
084213	Aluminum Entrance Doors	6,160	\$0.42	0.06%	0	6,160
084313	Aluminum-Framed Storefront	37,372	\$2.57	0.38%	0	37,372
087100	Finish Hardware - Mat's FOB Jobsite	27,174	\$1.87	0.28%	0	27,174
088300	Mirrors	1,813	\$0.12	0.02%	0	1,813
092116	Gypsum Board Assemblies	156,190	\$10.74	1.60%	0	156,190
092216	Interior Metal Wall Framing	137,748	\$9.47	1.41%	0	137,748
093000	Ceramic Tile	64,824	\$4.46	0.66%	0	64,824
096510	Luxury Vinyl Tile (LVT)	99,658	\$6.85	1.02%	0	99,658
096813	Tile Carpeting	44,137	\$3.03	0.45%	0	44,137
096500	Resilient Base & Flooring	7,515	\$0.52	0.08%	0	7,515
099123	Interior Painting	89,284	\$6.14	0.92%	0	89,284
101400	Identification Devices	3,983	\$0.27	0.04%	0	3,983
101419	Dimensional Letter/Signage	9,520	\$0.65	0.10%	0	9,520
102113.16	Plastic-Laminate-Clad Toilet Compartments	18,900	\$1.30	0.19%	0	18,900
102601	Wall Protection & Corner Guards	2,625	\$0.18	0.03%	0	2,625
102800	Toilet Accessories	6,356	\$0.44	0.07%	0	6,356
104400	Fire Protection Specialties	6,440	\$0.44	0.07%	0	6,440
105113	Metal Lockers	8,470	\$0.58	0.09%	0	8,470
<b>Section D</b>	<b>Services</b>					
210000	Fire Protection	62,310	\$4.28	0.64%	0	62,310
220000	Plumbing	142,539	\$9.80	1.46%	0	142,539
230000	HVAC	264,715	\$18.20	2.72%	0	264,715
260000	Electrical	274,925	\$18.90	2.82%	81,480	193,445
280000	Fire Alarm & Security System	21,381	\$1.47	0.22%	0	21,381
<b>Section E</b>	<b>Equipment &amp; Furnishings</b>					
064100	Architectural Wood Casework	213,866	\$14.70	2.19%	0	213,866
122400	Window Shades - not shown on dwgs	0	\$0.00	0.00%	0	0
125100	Office Furniture - by Owner	0	\$0.00	0.00%	0	0
125219	Upholstered Seating - Allowance	101,080	\$6.95	1.04%	0	101,080
	Subtotal -	4,919,673	\$254.32	50.47%	1,701,500	3,218,173
	General Conditions -	540,892	\$37.19	5.55%	187,071	353,821
	Testing & Inspection -	48,743	\$3.35	0.50%	16,858	31,885
	Building Permit Fee -	by owner	\$0.00	0.00%	by owner	by owner
	Escalation to Mid-point Construction -	610,095	\$41.95	6.26%	211,005	399,090
	20% Contingency -	2,207,815	\$151.79	22.65%	763,587	1,444,228
	Subtotal -	8,327,219	\$572.52	85.42%	2,880,021	5,447,198
	General Liability Insurance -	43,252	\$2.97	0.44%	14,959	28,293
	Builder's Risk Insurance -	18,415	\$1.27	0.19%	6,369	12,046
	8% Overhead -	671,111	\$46.14	6.88%	232,108	439,003
	6% Fee -	543,600	\$37.37	5.58%	188,007	355,592
	Subtotal -	9,603,596	\$660.28	98.51%	3,321,464	6,282,132
	General Contractor's Bond -	145,054	\$9.97	1.49%	50,168	94,886
	<b>Conceptual Estimate -</b>	<b>\$ 9,748,650</b>	<b>\$ 670.25</b>	<b>100.00%</b>	<b>\$ 3,371,632</b>	<b>\$ 6,377,018</b>

Conceptual Estimate - \$ 9,748,650 \$ 670.25 100.00% \$ 3,371,632 \$ 6,377,018

Alternate - No. 1 - Demolition of Old Fire Station -	158,071	\$8.17	1.58%
Alternate - No. 2 - Demolition of Old Public Works Bldg.	117,019	\$6.05	1.17%
<b>Conceptual Estimate (including Alternates) -</b>	<b>\$ 10,023,740</b>	<b>\$ 518.16</b>	<b>100.00%</b>

## Exhibit 2a

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## Exclusions

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- 1 Accent pavement or pavers
- 2 Artwork is not included in estimate
- 3 Athletics equipment
- 4 Banners
- 5 Booster pump for fire protection system
- 6 Building directory
- 7 Building permit cost is excluded from this estimate
- 8 Building plaque
- 9 Drilled piers were not included in this estimate
- 10 Fire lane striping or fire lane stencil
- 11 Fixed furniture and equipment
- 12 Food service equipment
- 13 Graphics
- 14 Hazardous material removal and disposal
- 15 Hazardous material survey
- 16 Maintenance equipment
- 17 Marker & tackboards
- 18 Metal storage shelving
- 19 Postal specialties
- 20 Pro-rata fees
- 21 Removal of existing trees or existing materials onsite not shown on drawings
- 22 Removal of unforeseen objects
- 23 Rock excavation
- 24 Rugs and mats
- 25 Sales Taxes or Remodeling Sales Taxes
- 26 Security system including CCTV system
- 27 Site embellishment such as benches, and bicycle racks.
- 28 Smoke vents
- 29 Sprayed fireproofing
- 30 Subcontractors' bonds
- 31 Telephone equipment and system other than outlets with pullstrings
- 32 Temporary drill pier casing
- 33 Traffic signals
- 34 Trash receptacles not included in estimate
- 35 Turning lanes and deceleration lanes
- 36 Utilities beyond the property lines
- 37 Utility company surcharges and Pro-Rata
- 38 Window treatment

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## Clarifications

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- 1 Allowance provided for electrical
- 2 Allowance provided for fire alarm & security
- 3 Allowance provided for fire protection (sprinkler system)
- 4 Allowance provided for HVAC
- 5 Allowance provided for plumbing
- 6 Area of 4in sidewalk assumed
- 7 Building foundation assumed to be structural slab on carton forms
- 8 Casework & countertops only in location called out on estimate.
- 9 Ceilings assumed to be 10ft tall
- 10 Exterior wall construction assembly assumed (8in cold formed metal framing)
- 11 Exterior wall construction assembly assumed (batt& thermal insulation)
- 12 Exterior wall construction assembly assumed (facebrick to match existing building)
- 13 Fire protection specialties assumed
- 14 Handicap parking count assumed
- 15 Handicap ramp count assumed
- 16 Lightpole based count assumed
- 17 Lockers allowance provided
- 18 Mass excavation based on information found onsite during site visit.
- 19 Site works based on site master plan which does not include all required data
- 20 Structural steel was assumed, and not based on engineering data
- 21 Toilet accessories count & type assumed
- 22 Window count and sizes assumed

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Base Bid - General ConditionsPage 3  
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Description	Qty	Unit	Labor Unit	Mat'l Unit	Sub Unit	Labor Price	Mat'l Price	Sub Price	Enclosed Building Area	
									First Floor -	14,545 sf
Duration -		14 Months							14,545 sf	
		61 Weeks							14,545 sf	
<u>Field Administration</u>										
Senior Project Manager	14	mo	13,000	0	0	182,000	0	0	182,000	
Project Superintendent	14	mo	10,000	0	0	140,000	0	0	140,000	
Contract Admin. - 10% time	1.4	mo	6,000	0	0	8,400	0	0	8,400	
<u>Field Engineering</u>										
Initial Survey	1	ls	0	0	500	0	0	500	500	
Closing Survey	1	ls	0	0	500	0	0	500	500	
Subsistence										
Job Staff Travel	61	trips	0	16.00	0	0	971	0	971	
Main Office Travel	30	trips	0	16.00	0	0	485	0	485	
<u>Temporary Structures</u>										
Construction Fence	200	lf	0	1.85	0	0	370	0	370	
Project Sign	1	ea	200	300	0	200	300	0	500	
Barricades	1	ea	100	100	0	100	100	0	200	
<u>Safety</u>										
First Aid Equipment	1	ls	0	300	0	0	300	0	300	
Fire Safety Equipment	1	ls	0	475	0	0	475	0	475	
<u>Temporary Electrical</u>										
Construction Power	14	mo	0	300	0	0	4,200	0	4,200	
<u>Temporary Water</u>										
Construction Water	14	mo	0	150	0	0	2,100	0	2,100	
<u>Temporary Services</u>										
Progress Photos	14	mo	0	80	0	0	1,120	0	1,120	
<u>Communications</u>										
Cellular phones (2ea)	14	mo	0	325	0	0	4,550	0	4,550	
Office Furniture & Supplies										
Office Supplies	14	mo	0	100	0	0	1,400	0	1,400	
Delivery service/postage	14	mo	0	250	0	0	3,500	0	3,500	
<u>General Clean-Up</u>										
Daily Cleaning	61	wks	250	0	0	15,167	0	0	15,167	
Dumpster	14	mo	0	150	0	0	2,100	0	2,100	
Dump Permits	30	load	0	25	0	0	758	0	758	
Trash Haul Service	30	load	0	300	0	0	9,100	0	9,100	
<u>Final Clean-Up</u>										
Building Area	14,545	sf	0.15	0	0	2,182	0	0	2,182	
Toilet Rooms	6	ea	100	0	0	600	0	0	600	
Exterior Glass	3,868	sf	0.20	0	0	774	0	0	774	
Interior Glass	1,373	sf	0.20	0	0	275	0	0	275	
Mirrors	84	sf	0.25	0	0	21	0	0	21	
Site Area	61	wks	300	0	0	18,200	0	0	18,200	
<u>Testing &amp; Inspection</u>										
Concrete Design Mix	1	ls	0	500	0	0	500	0	500	
<u>General Equipment</u>										
Pick-up Truck	14	mo	0	900	0	0	12,600	0	12,600	
Auto	14	mo	0	900	0	0	12,600	0	12,600	
Level - rent to the Job	14	mo	0	80	0	0	1,120	0	1,120	
Misc. Small Tools	14	mo	0	75	0	0	1,050	0	1,050	
Minor Repairs	1	ls	0	500	0	0	500	0	500	
Gas & Oil	14	mo	0	100	0	0	1,400	0	1,400	
						367,918	61,599	1,000	430,517	
						30% Fringe Benefits -	110,375		110,375	
						9.695% Sales Tax -		exempted		exempted
							478,293	61,599	1,000	540,892

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## Section A Substructure

No.	Item of Work	Qty	Unit	Unit Cost	Cost
024113	<u>Selective Site Demolition</u> Remove existing tree & existing brush	1	ea	16,800.00	\$ 16,800
031100	<u>Site Concrete</u> 5in concrete pavement (parking) 6in concrete pavement (fire lane) 4in concrete sidewalk - allowance, not shown 4in concrete sidewalk (walking trail) 6in integral concrete curb - allowance, not shown Handicap ramps - allowance, not shown Lightpole bases - allowance, not shown	24,188 51,457 4,151 12,726 4,347 6 26	sf sf sf sf lf ea ea	8.75 12.25 7.84 7.84 14.00 700.00 840.00	211,644 630,344 32,545 99,774 60,855 4,200 21,840
071000	<u>Wp, Dp &amp; Joint Sealants</u> 4in concrete sidewalks 5in concrete pavement 6in concrete pavement	16,877 24,188 51,457	sf sf sf	0.42 0.42 0.42	7,089 10,159 21,612
310000	<u>Mass Excavation</u> Install, maintain & remove temporary silt fence Strip & stockpile on site topsoil +30% swell (excludes excavation under pavement) Cut & fill +30% swell to properly drain (excludes excavation under pavement) Excavate under pavement +30% swell Backfill & compact behind curbs or edge of pavement Scarf & re-compact subsoil 6in deep	2,500 4,681 4,681 1,821 4,347 194,445	lf cy cy cy lf sf	1.89 6.65 7.35 9.42 4.20 0.70	4,725 31,129 34,406 17,158 18,256 136,112
313116	<u>Soil Treatment for Termite Control</u> Subgrade termite control	14,545	sf	0.91	\$ 13,236
321700	<u>Pavement Markings</u> Handicap parking stalls Handicap logos Handicap crosshatching Standard parking stalls	16 16 850 109	ea ea sf ea	7.00 42.00 1.40 7.00	112 672 1,190 763
329300	<u>Landscaping &amp; Irrigation</u> Irrigation - allowance Landscaping allowance	1 1	ls ls	25,000.00 37,000.00	\$ 62,000 37,000
330000	<u>Site Utilities</u> Site utilities - allowance 4in sanitary sewer line Private aerobic system - allowance Aerobic septic system - allowance	1 200 1 1	ls lf ls ls	85,000.00 42.00 75,000.00 15,000.00	\$ 183,400 8,400 75,000 15,000
					1,620,020

## Section B Shell or Superstructure

No.	Item of Work	Qty	Unit	Unit Cost	Cost
033100	<u>Building Concrete</u> 5in concrete slab on carton forms w/ vapor retarder Perimeter grade beams (assumed 2ft wide x 2ft 4in tall) Interior grade beams (assumed 1ft 4in wide x 2ft 4in tall)	16,013 2,742 4,968	sf cf cf	9.59 25.20 25.20	153,563 69,089 125,182
033511	<u>Concrete Floor Finishes</u> Sealed concrete flooring	1,377	sf	7.00	\$ 9,640

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**Section B Shell or Superstructure (Continues)**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
042000	<u>Unit Masonry</u> Field brick	7,411	sf	21.35	\$ 158,222
051000	<u>Structural Steel &amp; Metal Decking</u> Structural steel roof framing at 3.5# per square foot	25.45	tns	9,100.00	\$ 231,625
054000	<u>Cold-Formed Metal Framing</u> 8in metal studs @ 16in o.c. at exterior walls (assumed 16ft walls)	5,572	lf	11.90	\$ 66,308
061000	<u>Rough Carpentry</u> Wood decking at asphalt roofing	17,868	sf	5.95	\$ 106,315
071000	<u>Wp, Dp &amp; Joint Sealants</u> Building joint sealants	14,545	sf	0.35	\$ 5,091
072000	<u>Building Insulation</u> Batt insulation at exterior wall	7,411	sf	1.26	\$ 9,338
072100	<u>Thermal Insulation</u> Thermal insulation at exterior wall	7,411	sf	1.33	\$ 9,856
075000	<u>Roofing</u> Asphalt shingle roofing (assumed 4/12 pitch)	179	sq	490.00	\$ 87,553
076200	<u>Sheet Metal Flashing &amp; Trim</u> Finished roof edge flashing	600	lf	105.00	\$ 63,000
077200	<u>Roof Accessories</u> Prefinished metal gutters Prefinished metal downspouts Splashblocks	240 600 15	lf lf ea	33.60 42.00 49.00	\$ 33,999 25,200 735
080800	<u>Labor to Install Drs, Frms &amp; Hardware</u> 3ft x 7ft single door frame (exterior) Insulated flush panel 3ft x 7ft HM single door (exterior) Single hardware set	3 3 3	ea ea ea	91.00 91.00 189.00	\$ 1,113 273 273 567
081113	<u>Hollow Metal Doors &amp; Frames - Mat'l's FOB Jobsite</u> Exterior 3ft x 7ft single door frame Insulated flush panel 3ft x 7ft HM single door	3 3	ea ea	490.00 770.00	\$ 3,780 1,470 2,310
084213	<u>Aluminum Entrance Doors</u> Double exterior aluminum doors & hardware	4	ea	3,080.00	\$ 12,320
084313	<u>Aluminum-Framed Storefront</u> Aluminum-framed storefront system - allowance (assumed 10ft tall) Aluminum-framed window system - allowance (assumed 4ft tall)	1,522 412	sf sf	56.00 56.00	\$ 108,293 23,072
087100	<u>Finish Hardware - Mat'l's FOB Jobsite</u> Single exterior hardware set	3	ea	630.00	\$ 1,890

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**Section B Shell or Superstructure (Continues)**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
099113	<u>Exterior Painting</u> Exterior paint - allowance Paint Exterior HM Doors & Frames 3ft x 7ft HM single door frame Insulated flush panel 3ft x 7ft HM single door	1	ls	3,500.00	3,500
		3	ea	77.00	231
		3	ea	77.00	231
107113	<u>Exterior Sun Control Devices</u> Exterior canopies - allowance	690	sf	210.00	144,900
					1,405,040

**Section C Interiors**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
061000	<u>Rough Carpentry</u> Interior fire treated wood blocking	1	ls	8,400.00	8,400
062000	<u>Finish Carpentry</u> Misc finish carpentry (window sills, etc)	1	ls	4,900.00	4,900
033511	<u>Concrete Floor Finishes</u> Sealed concrete flooring	1,270	sf	7.00	8,887
080800	<u>Labor to Install Drs, Frms &amp; Hardware</u> 3ft x 7ft HM single door frame 4ft 3in x 7ft HM single door frame w/ sidelite 6ft x 7ft double door frame 3ft x 7ft SC wood doors Single hardware set Double interior hardware set	24	ea	84.00	2,016
		20	ea	84.00	1,680
		2	ea	91.00	182
		48	ea	70.00	3,360
		44	ea	161.00	7,084
		2	ea	175.00	350
081113	<u>Hollow Metal Doors &amp; Frames - Mat'l's FOB Jobsite</u> 3ft x 7ft HM single door frame 4ft 3in x 7ft HM single door frame w/ sidelite 6ft x 7ft double door frame	24	ea	490.00	11,760
		20	ea	694.17	13,883
		2	ea	980.00	1,960
081416	<u>Flush Wood Doors - Mat'l's FOB Jobsite</u> 3ft x 7ft SC wood doors	48	ea	441.00	21,168
084213	<u>Aluminum Entrance Doors</u> Double interior aluminum doors & hardware	2	ea	3,080.00	6,160
084313	<u>Aluminum-Framed Storefront</u> Aluminum-framed storefront system - allowance (assumed 10ft tall) Aluminum-framed window system - allowance (assumed 10ft tall)	387	sf	53.20	20,572
		300	sf	56.00	16,800
087100	<u>Finish Hardware - Mat'l's FOB Jobsite</u> Single hardware set Double interior hardware set	44	ea	581.00	25,564
		2	ea	805.00	1,610
088300	<u>Mirrors</u> Frameless mirrors in restrooms	7	ea	259.00	1,813

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Section C    Interiors (Continues)

No.	Item of Work	Qty	Unit	Unit Cost	Cost
092116	<u>Gypsum Board Assemblies</u> 5/8in suspended gypsum board ceiling Interior walls - 5/8in gypsum board (assumed 10ft tall) Interior walls - 5/8in gypsum board moisture resistant (assumed 15ft tall) Exterior walls - 5/8in gypsum board (assumed 15ft tall)	14,545 26,183 7,013 9,495	sf sf sf sf	7.35 1.12 1.33 1.12	106,904 29,324 9,328 10,634
092216	<u>Interior Metal Wall Framing</u> 3-5/8in metal studs at 16in o.c. to wall height (assumed 10ft) 3-5/8in metal studs at 16in o.c. to wall height (assumed 15ft average)	1,384 389	lf lf	70.00 105.00	96,898 40,850
093000	<u>Ceramic Tile</u> Ceramic floor tile Ceramic wall base Ceramic wall tile - 9ft tall	867 376 3,387	sf lf sf	14.00 14.00 14.00	12,137 5,269 47,418
096510	<u>Luxury Vinyl Tile (LVT)</u> LVT flooring	4,449	sf	22.40	99,658
096813	<u>Tile Carpeting</u> Carpet tile flooring	788	sy	56.00	44,137
096500	<u>Resilient Base &amp; Flooring</u> 6in rubber base	3,067	lf	2.45	7,515
099123	<u>Interior Painting</u> Paint Interior HM Frames 3ft x 7ft HM single door frame 4ft 3in x 7ft HM single door frame w/ sidelite 6ft x 7ft double door frame Stain Interior Wood Doors 3ft x 7ft SC wood doors Paint Ceilings TBFT & paint 2ea coats paint gyp bd clgs Paint Interior Partitions Tape, bed & float drywall partitions Texture & paint drywall partitions	24 20 2 48 14,545 42,691 42,691	ea ea ea ea sf sf sf	63.00 63.00 63.00 105.00 2.10 0.35 0.84	1,512 1,260 126 5,040 30,544 14,942 35,860
101400	<u>Identification Devices</u> ADA restroom signage Room identification	5 38	ea ea	105.00 91.00	525 3,458
101419	<u>Dimensional Letter/Signage</u> Exterior building signage - allowance	1	ls	9,520.00	9,520
102113.16	<u>Plastic-Laminate-Clad Toilet Compartments</u> Handicap toilet partition Standard toilet partition Wall mounted urinal screen	4 3 1	ea ea ea	2,625.00 2,345.00 1,365.00	10,500 7,035 1,365
102601	<u>Wall Protection &amp; Corner Guards</u> Cornergards in high traffic locations	25	ea	105.00	2,625

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## Section C Interiors (Continues)

No.	Item of Work	Qty	Unit	Unit Cost	Cost
102800	<u>Toilet Accessories</u> 36in grab bar 42in grab bar Twin toilet tissue dispenser Paper towel dispenser Wall mounted soap dispeser Baby changing station - surface mounted Sanitary napkin disposal - surface mounted Mop holder	4 4 8 5 7 6 6 1	ea ea ea ea ea ea ea ea	77.00 91.00 105.00 105.00 77.00 490.00 70.00 420.00	308 364 840 525 539 2,940 420 420
104400	<u>Fire Protection Specialties</u> Knox box Recessed fire extinguisher cabinets Fire extinguishers Wall mounted fire extinguisher in MEP areas	1 15 15 7	ea ea ea ea	980.00 231.00 84.00 105.00	980 3,465 1,260 735
105113	<u>Metal Lockers</u> Lockers, steel, baked enamel, double tier box	11	ea	770.00	8,470
					903,446

## Section D Services

No.	Item of Work	Qty	Unit	Unit Cost	Cost
210000	<u>Fire Protection</u> New pipe fire protection system to 5ft outside of bldg.	14,545	sf	4.28	62,310
220000	<u>Plumbing</u> Plumbing - allowance	14,545	sf	9.80	142,539
230000	<u>HVAC</u> HVAC - allowance	14,545	sf	18.20	264,715
260000	<u>Electrical</u> Site Area light poles (materials & installation) Other site electrical requirements Building electrical - allowance	26 1 14,545	ea ls sf	2,730.00 10,500.00 13.30	70,980 10,500 193,445
280000	<u>Fire Alarm &amp; Security System</u> Fire alarm & security - allowance	14,545	sf	1.47	21,381
					765,869

## Section E Equipment &amp; Furnishings

No.	Item of Work	Qty	Unit	Unit Cost	Cost
064100	<u>Architectural Wood Casework</u> Family Restroom Plastic laminated knee-panel 24in plastic laminated countertop w/ 4in backsplash Men's Restroom Plastic laminated knee-panel 24in plastic laminated countertop w/ 4in backsplash Women's Restroom Plastic laminated knee-panel 24in plastic laminated countertop w/ 4in backsplash	5 5 6 6 6 6	lf lf lf lf lf lf	189.00 77.00 189.00 77.00 189.00 77.00	898 366 1,040 424 1,040 424

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Section E Equipment & Furnishings (Continues)

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Men's Restroom				
	Plastic laminated knee-panel	5	lf	189.00	945
	24in plastic laminated countertop w/ 4in backsplash	5	lf	77.00	385
	Women's Restroom				
	Plastic laminated knee-panel	5	lf	189.00	945
	24in plastic laminated countertop w/ 4in backsplash	5	lf	77.00	385
	Lactation				
	24in x 34in plastic laminated base cabinet	6	lf	350.00	1,925
	15in x 30in plastic laminated upper cabinet	6	lf	210.00	1,155
	24in plastic laminated countertop w/ 4in backsplash	11	lf	77.00	847
	Plastic laminated knee-panel	6	lf	189.00	1,040
	Staff Breakroom				
	24in x 34in plastic laminated base cabinet	13	lf	350.00	4,375
	15in x 30in plastic laminated upper cabinet	16	lf	210.00	3,360
	24in plastic laminated countertop w/ 4in backsplash	13	lf	77.00	963
	Plotting/Printing				
	24in x 34in plastic laminated base cabinet	24	lf	350.00	8,400
	15in x 30in plastic laminated upper cabinet	24	lf	210.00	5,040
	24in plastic laminated countertop w/ 4in backsplash	24	lf	77.00	1,848
	Work/Copy				
	24in x 34in plastic laminated base cabinet	32	lf	350.00	11,025
	15in x 30in plastic laminated upper cabinet	24	lf	210.00	4,935
	24in plastic laminated countertop w/ 4in backsplash	32	lf	77.00	2,426
	Court Admin				
	10in transaction counter	5	lf	32.08	150
	UB S'Visor				
	10in transaction counter	5	lf	32.08	150
	Building Permits				
	10in transaction counter	5	lf	32.08	150
	Executive Conference Sury Sequester				
	24in x 34in plastic laminated base cabinet	14	lf	350.00	4,725
	15in x 30in plastic laminated upper cabinet	17	lf	210.00	3,465
	24in plastic laminated countertop w/ 4in backsplash	14	lf	77.00	1,040
	Courtroom Furniture - allowance	1	ls	150,000.00	150,000
122400	<u>Window Shades - not shown on dwgs</u>				\$ -
125100	<u>Office Furniture - by Owner</u>				\$ -
125219	<u>Upholstered Seating - Allowance</u> Courtroom seating - allowance	76	ea	1,330.00	101,080
					314,946

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## 007200 General Conditions

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	General Conditions (Refer to breakdown)	1	ls	540,892	540,892

## 012119 Testing &amp; Inspection

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Testing & inspection	1	ls	48,743	48,743

## 014126 Building Permit Fee

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Building permit		ls	-	0
	Demolition permit		ls	-	0
	Plan review		ls	-	0

by owner

**City of Parker - City Council & Admin Building**

Alternate - No.1 - Demolition of Old Fire Station -

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No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Demolish & haul off single story Old Fire Station (assumed - 16ft tall)	57,600	cf	0.56	32,256
	Demolish & haul off concrete slab on grade including foundation to 4ft below the surface	3,600	sf	2.10	7,560
	Removal of existing misc items onsite - allowance	1	ls	9,800.00	9,800
				Subtotal -	49,616
	General Conditions (see next page for breakdown) -				61,468
	Testing & Inspection -				790
	Building Permit Fee - <i>by owner</i>				
	Escalation to Mid-point Construction (Construction Cost Only) -				645
	20% Contingency -				22,504
				Subtotal -	135,023
	General Liability Insurance -				701
	Builder's Risk Insurance -				299
	8% Overhead -				10,882
	6% Fee -				8,814
				Subtotal -	155,719
	General Contractor's Bond -				2,351
	<b>Add Alternate No.1 -</b>				<b>158,071</b>

**City of Parker - City Council & Admin Building**

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Alternate - No.1 - Demolition of Old Fire Station -

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Description	Qty	Unit	Labor Unit	Mat'l Unit	Sub Unit	Labor Price	Mat'l Price	Sub Price	Total Price
									3,600 sf
Duration -		2 Months							
		9 Weeks							
<u>Field Administration</u>									
Senior Project Manager - 50% time	1	mo	13,000	0	0	13,000	0	0	13,000
Project Superintendent	2	mo	10,000	0	0	20,000	0	0	20,000
<u>Field Engineering</u>									
Initial Survey	1	ls	0	0	500	0	0	500	500
Closing Survey	1	ls	0	0	500	0	0	500	500
<u>Subsistence</u>									
Job Staff Travel	9	trips	0	16.00	0	0	139	0	139
Main Office Travel	4	trips	0	16.00	0	0	69	0	69
<u>Temporary Structures</u>									
Construction Fence	200	lf	0	1.85	0	0	370	0	370
Project Sign	1	ea	200	300	0	200	300	0	500
Barricades	1	ea	100	100	0	100	100	0	200
<u>Safety</u>									
First Aid Equipment	1	ls	0	300	0	0	300	0	300
Fire Safety Equipment	1	ls	0	475	0	0	475	0	475
<u>Temporary Electrical</u>									
Construction Power	2	mo	0	300	0	0	600	0	600
<u>Temporary Water</u>									
Construction Water	2	mo	0	150	0	0	300	0	300
<u>Temporary Services</u>									
Progress Photos	2	mo	0	80	0	0	160	0	160
Communications									
Cellular phones (2ea)	2	mo	0	325	0	0	650	0	650
Office Furniture & Supplies	2	mo	0	100	0	0	200	0	200
Office Supplies	2	mo	0	250	0	0	500	0	500
<u>General Clean-Up</u>									
Daily Cleaning	9	wks	250	0	0	2,167	0	0	2,167
Dumpster	2	mo	0	150	0	0	300	0	300
Dump Permits	4	load	0	25	0	0	108	0	108
Trash Haul Service	4	load	0	300	0	0	1,300	0	1,300
<u>Final Clean-Up</u>									
Site Area	9	wks	300	0	0	2,600	0	0	2,600
<u>Testing &amp; Inspection</u>									
Concrete Design Mix	1	ls	0	500	0	0	500	0	500
<u>General Equipment</u>									
Pick-up Truck	2	mo	0	900	0	0	1,800	0	1,800
Auto	2	mo	0	900	0	0	1,800	0	1,800
Level - rent to the Job	2	mo	0	80	0	0	160	0	160
Misc. Small Tools	2	mo	0	75	0	0	150	0	150
Minor Repairs	1	ls	0	500	0	0	500	0	500
Gas & Oil	2	mo	0	100	0	0	200	0	200
30% Fringe Benefits -						38,067	10,981	1,000	50,048
9.695% Sales Tax -						11,420	exempted	1,000	11,420
						49,487	10,981	1,000	61,468

**City of Parker - City Council & Admin Building**  
 Alternate - No.2 - Demolition of Old Public Works Bldg. -

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 September 29, 2069

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Demolish & haul off single story Old Fire Station (assumed - 16ft tall)	19,200	cf	0.56	10,752
	Demolish & haul off concrete slab on grade including foundation to 4ft below the surface	1,200	sf	2.10	2,520
	Removal of existing misc items onsite - allowance	1	ls	7,700.00	7,700
				Subtotal -	20,972
	General Conditions (see next page for breakdown) -				61,468
	Testing & Inspection -				585
	Building Permit Fee -			by owner	
	Escalation to Mid-point Construction (Construction Cost Only) -				273
	20% Contingency -				16,660
				Subtotal -	99,957
	General Liability Insurance -				519
	Builder's Risk Insurance -				221
	8% Overhead -				8,056
	6% Fee -				6,525
				Subtotal -	115,279
	General Contractor's Bond -				1,741
	<b>Add Alternate No.2 -</b>				<b>117,019</b>

**City of Parker - City Council & Admin Building**

Conceptual Estimate

Alternate - No.2 - Demolition of Old Public Works Bldg. -

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September 20, 2022

Description	Qty	Unit	Labor Unit	Mat'l Unit	Sub Unit	Labor Price	Mat'l Price	Sub Price	Total Price
									Enclosed Building Area
									Old Public Works Bldg - 1,200 sf
Duration -	2 Months								
	9 Weeks								1,200 sf
<u>Field Administration</u>									
Senior Project Manager - 50% time	1	mo	13,000	0	0	13,000	0	0	13,000
Project Superintendent	2	mo	10,000	0	0	20,000	0	0	20,000
<u>Field Engineering</u>									
Initial Survey	1	ls	0	0	500	0	0	500	500
Closing Survey	1	ls	0	0	500	0	0	500	500
<u>Subsistence</u>									
Job Staff Travel	9	trips	0	16.00	0	0	139	0	139
Main Office Travel	4	trips	0	16.00	0	0	69	0	69
<u>Temporary Structures</u>									
Construction Fence	200	lf	0	1.85	0	0	370	0	370
Project Sign	1	ea	200	300	0	200	300	0	500
Barricades	1	ea	100	100	0	100	100	0	200
<u>Safety</u>									
First Aid Equipment	1	ls	0	300	0	0	300	0	300
Fire Safety Equipment	1	ls	0	475	0	0	475	0	475
<u>Temporary Electrical</u>									
Construction Power	2	mo	0	300	0	0	600	0	600
<u>Temporary Water</u>									
Construction Water	2	mo	0	150	0	0	300	0	300
<u>Temporary Services</u>									
Progress Photos	2	mo	0	80	0	0	160	0	160
Communications									
Cellular phones (2ea)	2	mo	0	325	0	0	650	0	650
Office Furniture & Supplies									
Office Supplies	2	mo	0	100	0	0	200	0	200
Delivery service/postage	2	mo	0	250	0	0	500	0	500
<u>General Clean-Up</u>									
Daily Cleaning	9	wks	250	0	0	2,167	0	0	2,167
Dumpster	2	mo	0	150	0	0	300	0	300
Dump Permits	4	load	0	25	0	0	108	0	108
Trash Haul Service	4	load	0	300	0	0	1,300	0	1,300
<u>Final Clean-Up</u>									
Site Area	9	wks	300	0	0	2,600	0	0	2,600
<u>Testing &amp; Inspection</u>									
Concrete Design Mix	1	ls	0	500	0	0	500	0	500
<u>General Equipment</u>									
Pick-up Truck	2	mo	0	900	0	0	1,800	0	1,800
Auto	2	mo	0	900	0	0	1,800	0	1,800
Level - rent to the Job	2	mo	0	80	0	0	160	0	160
Misc. Small Tools	2	mo	0	75	0	0	150	0	150
Minor Repairs	1	ls	0	500	0	0	500	0	500
Gas & Oil	2	mo	0	100	0	0	200	0	200
30% Fringe Benefits - 9.695% Sales Tax -						38,067	10,981	1,000	50,048
						11,420	exempted		11,420
						49,487	10,981	1,000	61,468

**City of Parker - Police Station (Addition & Remodel)**

5700 East Parker Rd  
Parker  
Texas  
75002

**Enclosed Area**  
Existing Building - Renovation - 4,567 sf  
New Building - Addition - 2,831 sf  
7,398 sf

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September 13, 2022

**City of Parker**  
5700 East Parker Rd  
Parker, TX 75002  
972-442-6811  
Luke Olson

**CES - Computerized Estimating Services**  
2823 VZ County Road 1222  
Grand Saline, TX 75140  
309-981-9285  
Daniel Blanchard

No.	Conceptual Estimate	Total Cost	\$/sf	% of Total	Site	Building
<b>Section A Substructure</b>						
024113	Selective Site Demolition	27,435	\$3.71	0.84%	27,435	0
024300	Selective Building Demolition	52,747	\$7.13	1.61%	0	52,747
031100	Site Concrete	296,937	\$40.14	9.04%	296,937	0
071000	Wp, Dp & Joint Sealants	10,893	\$1.47	0.33%	10,893	0
310000	Mass Excavation	50,156	\$6.78	1.53%	50,156	0
313116	Soil Treatment for Termite Control	2,639	\$0.36	0.08%	0	2,639
321700	Pavement Markings	178	\$0.02	0.01%	178	0
329300	Landscaping & Irrigation	33,000	\$4.46	1.01%	33,000	0
330000	Site Utilities	103,400	\$13.98	3.15%	103,400	0
<b>Section B Shell or Superstructure</b>						
033100	Building Concrete	63,553	\$8.59	1.94%	0	63,553
033511	Concrete Floor Finishes	3,153	\$0.43	0.10%	0	3,153
042000	Unit Masonry	52,201	\$7.06	1.59%	0	52,201
051000	Structural Steel & Metal Decking	84,147	\$11.38	2.56%	0	84,147
054000	Cold-Formed Metal Framing	68,358	\$9.24	2.08%	0	68,358
061000	Rough Carpentry	46,481	\$6.28	1.42%	0	46,481
071000	Wp, Dp & Joint Sealants	2,589	\$0.35	0.08%	0	2,589
072000	Building Insulation	3,081	\$0.42	0.09%	0	3,081
072100	Thermal Insulation	3,252	\$0.44	0.10%	0	3,252
075000	Roofing	38,279	\$5.17	1.17%	0	38,279
076200	Sheet Metal Flashing & Trim	37,208	\$5.03	1.13%	0	37,208
077200	Roof Accessories	14,622	\$1.98	0.45%	0	14,622
080800	Labor to Install Drs, Frms & Hardware	1,113	\$0.15	0.03%	0	1,113
081113	Hollow Metal Doors & Frames - Mat'l's FOB Jobsite	3,780	\$0.51	0.12%	0	3,780
084213	Aluminum Entrance Doors	6,160	\$0.83	0.19%	0	6,160
084313	Aluminum-Framed Storefront	35,280	\$4.77	1.07%	0	35,280
087100	Finish Hardware - Mat'l's FOB Jobsite	1,890	\$0.26	0.06%	0	1,890
099113	Exterior Painting	3,962	\$0.54	0.12%	0	3,962
<b>Section C Interiors</b>						
061000	Rough Carpentry	2,940	\$0.40	0.09%	0	2,940
062000	Finish Carpentry	2,100	\$0.28	0.06%	0	2,100
080800	Labor to Install Drs, Frms & Hardware	12,054	\$1.63	0.37%	0	12,054
081113	Hollow Metal Doors & Frames - Mat'l's FOB Jobsite	21,854	\$2.95	0.67%	0	21,854
081416	Flush Wood Doors - Mat'l's FOB Jobsite	14,112	\$1.91	0.43%	0	14,112
087100	Finish Hardware - Mat'l's FOB Jobsite	22,078	\$2.98	0.67%	0	22,078
088300	Mirrors	1,295	\$0.18	0.04%	0	1,295
092116	Gypsum Board Assemblies	87,446	\$11.82	2.66%	0	87,446
092216	Interior Metal Wall Framing	83,769	\$11.32	2.55%	0	83,769
093000	Ceramic Tile	69,167	\$9.35	2.11%	0	69,167
096510	Luxury Vinyl Tile	72,697	\$9.83	2.21%	0	72,697
096813	Tile Carpeting	14,214	\$1.92	0.43%	0	14,214
096500	Resilient Base & Flooring	3,914	\$0.53	0.12%	0	3,914
099123	Interior Painting	56,288	\$7.61	1.71%	0	56,288
101400	Identification Devices	2,996	\$0.41	0.09%	0	2,996
101419	Dimensional Letters/Signage	6,300	\$0.85	0.19%	0	6,300
102113.16	Plastic-Laminate-Clad Toilet Compartments	15,015	\$2.03	0.46%	0	15,015
102601	Wall Protection & Corner Guards	1,365	\$0.18	0.04%	0	1,365
102800	Toilet Accessories	4,879	\$0.66	0.15%	0	4,879
104400	Fire Protection Specialties	4,235	\$0.57	0.13%	0	4,235
105100	Lockers	18,200	\$2.46	0.55%	0	18,200
<b>Section D Services</b>						
210000	Fire Protection	31,691	\$4.28	0.97%	0	31,691
220000	Plumbing	72,496	\$9.80	2.21%	0	72,496
230000	HVAC	134,635	\$18.20	4.10%	0	134,635
260000	Electrical	118,267	\$15.99	3.60%	19,880	98,387
280000	Fire Alarm & Security System	10,874	\$1.47	0.33%	0	10,874
<b>Section E Equipment &amp; Furnishings</b>						
064100	Architectural Wood Casework	9,555	\$1.29	0.29%	0	9,555
125100	Office Furniture - by Owner	0	\$0.00	0.00%	0	0
122400	Window Shades - not shown on dwgs	0	\$0.00	0.00%	0	0
Subtotal -						
General Conditions -		1,950,483	\$263.67	59.40%	551,434	1,399,049
Testing & Inspection -		336,146	\$45.44	10.24%	95,034	241,112
Building Permit Fee -		16,417	\$2.22	0.50%	4,641	11,776
Escalation to Mid-point Construction -	by owner	\$0.00	0.00%	by owner	by owner	
20% Contingency -		103,637	\$14.01	3.16%	29,300	74,337
		410,824	\$55.54	12.51%	116,147	294,677
Subtotal -		2,817,508	\$380.87	85.81%	796,556	2,020,952
General Liability Insurance -		14,634	\$1.98	0.45%	4,137	10,497
Builder's Risk Insurance -		6,231	\$0.84	0.19%	1,762	4,469
8% Overhead -		227,070	\$30.70	6.92%	64,196	162,873
6% Fee -		183,927	\$24.86	5.60%	51,999	131,927
Subtotal -		3,249,369	\$439.25	98.96%	918,651	2,330,719
General Contractor's Bond -		34,120	\$4.61	1.04%	9,646	24,474
Conceptual Estimate -		\$ 3,283,490	\$ 443.86	100.00%	\$ 928,297	\$ 2,355,193

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## Exclusions

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- 1 Accent pavement or pavers
- 2 Artwork is not included in estimate
- 3 Athletics equipment
- 4 Banners
- 5 Booster pump for fire protection system
- 6 Building directory
- 7 Building permit cost is excluded from this estimate
- 8 Building plaque
- 9 Drilled piers were not included in this estimate
- 10 Fire lane striping or fire lane stencil
- 11 Fixed furniture and equipment
- 12 Food service equipment
- 13 Graphics
- 14 Hazardous material removal and disposal
- 15 Hazardous material survey
- 16 Maintenance equipment
- 17 Marker & tackboards
- 18 Metal storage shelving
- 19 Postal specialties
- 20 Pro-rata fees
- 21 Removal of existing trees or existing materials onsite not shown on drawings
- 22 Removal of unforeseen objects
- 23 Rock excavation
- 24 Rugs and mats
- 25 Sales Taxes or Remodeling Sales Taxes
- 26 Security system including CCTV system
- 27 Site embellishment such as benches, and bicycle racks.
- 28 Smoke vents
- 29 Sprayed fireproofing
- 30 Subcontractors' bonds
- 31 Telephone equipment and system other than outlets with pullstrings
- 32 Temporary drill pier casing
- 33 Traffic signals
- 34 Trash receptacles not included in estimate
- 35 Turning lanes and deceleration lanes
- 36 Utilities beyond the property lines
- 40 Utility company surcharges and Pro-Rata
- 41 Window treatment

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## Clarifications

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- 1 Allowance provided for electrical
- 2 Allowance provided for fire alarm & security
- 3 Allowance provided for fire protection (sprinkler system)
- 4 Allowance provided for HVAC
- 5 Allowance provided for plumbing
- 6 Area of 4in sidewalk assumed
- 7 Building foundation assumed to be structural slab on carton forms
- 8 Casework & countertops only in the breakroom
- 9 Ceilings assumed to be 9ft tall
- 10 Existing roof structures (sloped & domed) are assumed. No information found on any data provided.
- 11 Exterior wall construction assembly assumed (8in cold formed metal framing)
- 12 Exterior wall construction assembly assumed (batt& thermal insulation)
- 13 Exterior wall construction assembly assumed (facebrick to match existing building)
- 14 Fire protection specialties assumed
- 15 Handicap parking count assumed
- 16 Handicap ramp count assumed
- 17 Lightpole based count assumed
- 18 Lockers allowance provided
- 19 Mass excavation based on information found onsite during site visit.
- 20 Site works based on site master plan which does not include all required data
- 21 Structural steel was assumed, and not based on engineering data
- 22 Toilet accessories count & type assumed
- 23 Utilization of existing building not recommended
- 24 Window count and sizes assumed
- 25 Window sills are assumed to be wood trim

## City of Parker - Police Station (Addition &amp; Remodel)

Conceptual Estimate

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September 13, 2022

Duration -	12 Months	Enclosed Building Area	4,567 sf
	52 Weeks	Existing Building - Renovation -	2,831 sf
		New Building - Addition -	7,398 sf

Description	Qty	Unit	Labor Unit	Mat'l Unit	Sub Unit	Labor Price	Mat'l Price	Sub Price	Total Price
<u>Field Administration</u>									
Senior Project Manager - 25% time	3	mo	13,000	0	0	39,000	0	0	39,000
Project Superintendent	12	mo	10,500	0	0	126,000	0	0	126,000
Contract Admin. - 10% time	1.2	mo	6,000	0	0	7,200	0	0	7,200
<u>Field Engineering</u>									
Initial Survey	1	ls	0	0	1,000	0	0	1,000	1,000
Closing Survey	1	ls	0	0	1,000	0	0	1,000	1,000
<u>Subsistence</u>									
Job Staff Travel	52	trips	0	16.00	0	0	832	0	832
Main Office Travel	26	trips	0	16.00	0	0	416	0	416
<u>Temporary Structures</u>									
Field Trailer	12	mo	0	750	0	0	9,000	0	9,000
Move in & out expense	1	ls	300	200	0	300	200	0	500
Temporary Toilets (2ea)	12	mo	0	160	0	0	1,920	0	1,920
Construction Fence	200	lf	0	1.85	0	0	370	0	370
Project Sign	1	ea	200	300	0	200	300	0	500
Temporary Walks/ Steps	1	ls	125	125	0	125	125	0	250
Barricades	1	ea	100	100	0	100	100	0	200
<u>Safety</u>									
First Aid Equipment	1	ls	0	300	0	0	300	0	300
Fire Safety Equipment	1	ls	0	475	0	0	475	0	475
<u>Temporary Electrical</u>									
Construction Power	12	mo	0	300	0	0	3,600	0	3,600
<u>Temporary Water</u>									
Construction Water	12	mo	0	150	0	0	1,800	0	1,800
<u>Temporary Gas</u>									
Heating Building	1	mo	0	200	0	0	200	0	200
Space Heaters	2	ea	0	475	0	0	950	0	950
<u>Temporary Services</u>									
Progress Photos	12	mo	0	80	0	0	960	0	960
<u>Communications</u>									
Cellular phones (2ea)	12	mo	0	325	0	0	3,900	0	3,900
Office Furniture & Supplies									
Office Furniture per Trailer	12	mo	0	100	0	0	1,200	0	1,200
MIS Assessment /computer	12	mo	0	250	0	0	3,000	0	3,000
Office Supplies	12	mo	0	100	0	0	1,200	0	1,200
Delivery service/postage	12	mo	0	250	0	0	3,000	0	3,000
<u>General Clean-Up</u>									
Daily Cleaning	52	wks	250	0	0	13,000	0	0	13,000
Dumpster	12	mo	0	150	0	0	1,800	0	1,800
Dump Permits	26	load	0	25	0	0	650	0	650
Trash Haul Service	26	load	0	300	0	0	7,800	0	7,800
Final Clean-Up									
Building Area	7,398	sf	0.15	0	0	1,110	0	0	1,110
Toilet Rooms	6	ea	100	0	0	600	0	0	600
Exterior Glass	630	sf	0.20	0	0	126	0	0	126
Mirrors	60	sf	0.25	0	0	15	0	0	15
Site Area	52	wks	300	0	0	15,600	0	0	15,600
<u>Testing &amp; Inspection</u>									
Concrete Design Mix	1	ls	0	500	0	0	500	0	500
<u>General Equipment</u>									
Pick-up Truck	12	mo	0	900	0	0	10,800	0	10,800
Auto	12	mo	0	900	0	0	10,800	0	10,800
Level - rent to the Job	12	mo	0	80	0	0	960	0	960
Misc. Small Tools	12	mo	0	75	0	0	900	0	900
Minor Repairs	1	ls	0	500	0	0	500	0	500
Gas & Oil	12	mo	0	100	0	0	1,200	0	1,200
30% Fringe Benefits -						203,376	69,758	2,000	275,134
8.25% Sales Tax -						61,013	exempted		61,013
						264,388	69,758	2,000	336,146

**City of Parker - Police Station (Addition & Remodel)**  
Conceptual Estimate

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September 13, 2022

**Section A Substructure**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
024113	<u>Selective Site Demolition</u> Saw cut concrete pavement Remove existing concrete pavement Remove concrete sidewalk Saw cut concrete curb Remove existing concrete curb Remove existing concrete equipment pads on rear of existing building Remove existing tree	120 20,341 3,402 2 275 60 4	lf sf sf ea lf sf ea	16.80 0.70 0.70 56.00 7.00 0.70 1,680.00	2,016 14,239 2,381 112 1,925 42 6,720
024300	<u>Selective Building Demolition</u> Exterior demolition of existing building Electrical make safe Roof demolition (shingle roofing) - assume 6/12 pitch at existing roof Roof demolition (domed roofing - secondary structure) - <i>assumed not confirmed</i> Exterior wall demolition Saw cut & remove exterior façade Saw cut & remove backup exterior façade Remove existing single exterior door frames Interior wall demolition Remove existing interior walls Remove existing floor coverings Remove existing ceilings Remove existing interior finishes - allowance	1 5,129 4,567 1,650 1,650 5 500 4,567 4,567 1	ls sf sf sf sf ea lf sf sf ls	1,400.00 2.10 2.45 3.50 2.10 119.00 5.25 1.33 1.61 3,500.00	1,400 10,771 11,189 5,775 3,465 595 2,625 6,074 7,353 3,500
031100	<u>Site Concrete</u> 5in concrete pavement (parking) 6in concrete pavement (fire lane) 4in concrete sidewalk - allowance, not shown 6in integral concrete curb - allowance, not shown Handicap ramps - allowance, not shown Lightpole bases - allowance, not shown	5,277 15,659 5,000 1,000 1 6	sf sf sf lf ea ea	8.75 12.25 7.84 14.00 700.00 840.00	46,175 191,823 39,200 14,000 700 5,040
071000	<u>Wp, Dp &amp; Joint Sealants</u> 4in concrete sidewalks 5in concrete pavement 6in concrete pavement	5,000 5,277 15,659	sf sf sf	0.42 0.42 0.42	2,100 2,216 6,577
310000	<u>Mass Excavation</u> Install, maintain & remove temporary silt fence Strip & stockpile on site topsoil +30% swell ( <i>excludes excavation under pavement</i> ) Cut & fill +30% swell to properly drain ( <i>excludes excavation under pavement</i> ) Excavate under pavement +30% swell Backfill & compact behind curbs or edge of pavement Scarf & re-compact subsoil 6in deep	1,050 927 927 504 1,000 37,497	lf cy cy cy lf sf	1.89 6.65 7.35 9.42 4.20 0.70	1,985 6,163 6,812 4,749 4,200 26,248
313116	<u>Soil Treatment for Termite Control</u> Subgrade termite control	2,900	sf	0.91	2,639
321700	<u>Pavement Markings</u> Handicap parking stalls Handicap logos Handicap crosshatching Standard parking stalls	2 2 2 11	ea ea sf ea	7.00 42.00 1.40 7.00	14 84 3 77
329300	<u>Landscaping &amp; Irrigation</u> Irrigation - allowance Landscaping allowance	1 1	ls ls	15,000.00 18,000.00	15,000 18,000
330000	<u>Site Utilities</u> Site utilities - allowance in sanitary sewer line Private aerobic system - allowance Aerobic septic system - allowance	1 200 1 1	ls lf ls ls	35,000.00 42.00 50,000.00 10,000.00	35,000 8,400 50,000 10,000

577,385

**City of Parker - Police Station (Addition & Remodel)**  
Conceptual Estimate

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September 13, 2022

Section B Shell or Superstructure

No.	Item of Work	Qty	Unit	Unit Cost	Cost
033100	<u>Building Concrete</u> 5in concrete slab on carton forms w/ vapor retarder Permeter grade beams (assumed 2ft wide x 2ft 4in tall) Interior grade beams (assumed 1ft 4in wide x 2ft 4in tall) Interior connection grade beams (assumed 1ft wide x 2ft 4in tall)	2,900 755 407 256	sf cf cf cf	9.59 25.20 25.20 25.20	27,811 19,033 10,250 6,459
033511	<u>Concrete Floor Finishes</u> Sealed concrete flooring	450	sf	7.00	3,153
042000	<u>Unit Masonry</u> Field brick	2,445	sf	21.35	52,201
051000	<u>Structural Steel &amp; Metal Decking</u> Structural steel roof framing at 2.5# per square foot	9.25	tns	9,100.00	84,147
054000	<u>Cold-Formed Metal Framing</u> 8in metal studs @ 16in o.c. at exterior walls	1,838	lf	11.90	21,876
061000	<u>Rough Carpentry</u> Wood decking at asphalt roofing	7,812	sf	5.95	46,481
071000	<u>Wp_Dp &amp; Joint Sealants</u> Building joint sealants	7,398	sf	0.35	2,589
072000	<u>Building Insulation</u> Batt insulation at exterior wall	2,445	sf	1.26	3,081
072100	<u>Thermal Insulation</u> Thermal insulation at exterior wall	2,445	sf	1.33	3,252
075000	<u>Roofing</u> Asphalt shingle roofing	78	sq	490.00	38,279
076200	<u>Sheet Metal Flashing &amp; Trim</u> Finished roof edge flashing	354	lf	105.00	37,208
077200	<u>Roof Accessories</u> Prefinished metal gutters Prefinished metal downspouts Splashblocks	354 60 4	lf lf ea	33.60 42.00 49.00	11,906 2,520 196
080800	<u>Labor to Install Drs, Frms &amp; Hardware</u> 3ft x 7ft single door frame Insulated flush panel 3ft x 7ft HM single door Single hardware set	3 3 3	ea ea ea	91.00 91.00 189.00	273 273 567
081113	<u>Hollow Metal Doors &amp; Frames - Mat'l's FOB Jobsite</u> 3ft x 7ft single door frame Insulated flush panel 3ft x 7ft HM single door	3 3	ea ea	490.00 770.00	1,470 2,310
084213	<u>Aluminum Entrance Doors</u> Double exterior aluminum doors & hardware	2	ea	3,080.00	6,160
084313	<u>Aluminum-Framed Storefront</u> Aluminum-framed storefront system - allowance Aluminum-framed window system - allowance	150 480	sf sf	56.00 56.00	8,400 26,880
087100	<u>Finish Hardware - Mat'l's FOB Jobsite</u> Single exterior hardware set	3	ea	630.00	1,890
099113	<u>Exterior Painting</u> Paint Exterior HM Doors & Frames 3ft x 7ft HM single door frame Insulated flush panel 3ft x 7ft HM single door Exterior paint - allowance	3 3 1	ea ea ls	77.00 77.00 3,500.00	231 231 3,500

422,627

**City of Parker - Police Station (Addition & Remodel)**  
Conceptual Estimate

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September 13, 2022

Section C    **Interiors**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
061000	<u>Rough Carpentry</u> Interior fire treated wood blocking	1	ls	2,940.00	\$ 2,940
062000	<u>Finish Carpentry</u> Misc finish carpentry (window sills, etc)	1	ls	2,100.00	\$ 2,100
080800	<u>Labor to Install Drs, Frms &amp; Hardware</u> 3ft x 7ft HM single door frame 3ft x 7ft HM single door 3ft x 7ft SC wood doors Single hardware set	38	ea	84.00	\$ 3,192
		6	ea	84.00	504
		32	ea	70.00	2,240
		38	ea	161.00	6,118
081113	<u>Hollow Metal Doors &amp; Frames - Mat'l's FOB Jobsite</u> 3ft x 7ft HM single door frame 3ft x 7ft HM single door	38	ea	490.00	\$ 18,620
		6	ea	539.00	3,234
081416	<u>Flush Wood Doors - Mat'l's FOB Jobsite</u> 3ft x 7ft SC wood doors	32	ea	441.00	\$ 14,112
087100	<u>Finish Hardware - Mat'l's FOB Jobsite</u> Single hardware set	38	ea	581.00	\$ 22,078
088300	<u>Mirrors</u> Frameless mirrors in restrooms	5	ea	259.00	\$ 1,295
092116	<u>Gypsum Board Assemblies</u> 5/8in suspended gypsum board ceiling Interior walls - 5/8in gypsum board Interior walls - 5/8in gypsum board moisture resistant Exterior walls - 5/8in gypsum board	7,398	sf	7.35	\$ 54,372
		21,412	sf	1.12	23,981
		2,334	sf	1.33	3,104
		5,348	sf	1.12	5,989
092216	<u>Interior Metal Wall Framing</u> 3-5/8in metal studs at 16in o.c. to wall height (assumed 9ft) 3-5/8in metal studs at 16in o.c. to wall height (assumed 18ft average)	403	lf	63.00	\$ 25,389
		463	lf	126.00	58,380
093000	<u>Ceramic Tile</u> Ceramic floor tile Ceramic wall base Ceramic wall tile - 9ft tall	1,315	sf	14.00	\$ 18,403
		363	lf	14.00	5,077
		3,263	sf	14.00	45,687
096510	<u>Luxury Vinyl Tile</u> LVT flooring	3,245	sf	22.40	\$ 72,697
096813	<u>Tile Carpeting</u> Carpet tile flooring	254	sy	56.00	\$ 14,214
096500	<u>Resilient Base &amp; Flooring</u> 6in rubber base	1,597	lf	2.45	\$ 3,914
099123	<u>Interior Painting</u> Paint Interior HM Frames 3ft x 7ft HM single door frame 3ft x 7ft HM single door Stain Interior Wood Doors 3ft x 7ft SC wood doors Paint Ceilings TBFT & paint 2ea coats paint gyp bd clgs Paint Interior Partitions Tape, bed & float drywall partitions Texture & paint drywall partitions	38	ea	63.00	\$ 2,394
		6	ea	63.00	378
		32	ea	105.00	3,360
		7,398	sf	2.10	15,535
		29,093	sf	0.35	10,183
		29,093	sf	0.84	24,438
101400	<u>Identification Devices</u> ADA restroom signage Room identification	6	ea	105.00	\$ 2,996
		26	ea	91.00	2,366

**City of Parker - Police Station (Addition & Remodel)**  
Conceptual Estimate

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September 13, 2022

**Section C Interiors (Continues)**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
101419	<u>Dimensional Letters/Signage</u> Exterior building signage - allowance	1	ls	6,300.00	\$ 6,300
102113.16	<u>Plastic-Laminate-Clad Toilet Compartments</u> Handicap toilet partition Standard toilet partition Wall mounted urinal screen	2 3 2	ea ea ea	2,625.00 2,345.00 1,365.00	5,250 7,035 2,730
102601	<u>Wall Protection &amp; Corner Guards</u> Cornergards in high traffic locations	13	ea	105.00	\$ 1,365
102800	<u>Toilet Accessories</u> 36in grab bar 42in grab bar Twin toilet tissue dispenser Paper towel dispenser Wall mounted soap dispeser Baby changing station - surface mounted Sanitary napkin disposal - surface mounted Mop holder	6 6 9 6 8 2 4 1	ea ea ea ea ea ea ea ea	77.00 91.00 105.00 105.00 77.00 490.00 70.00 420.00	462 546 945 630 616 980 280 420
104400	<u>Fire Protection Specialties</u> Knox box Recessed fire extinguisher cabinets Fire extinguishers Wall mounted fire extinguisher in MEP areas	1 9 9 4	ea ea ea ea	980.00 231.00 84.00 105.00	\$ 980 2,079 756 420
105100	<u>Lockers</u> Dual tier lockers - allowance	52	ea	350.00	\$ 18,200
					516,918

**Section D Services**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
210000	<u>Fire Protection</u> New pipe fire protection system to 5ft outside of bldg.	7,398	sf	4.28	\$ 31,691
220000	<u>Plumbing</u> Plumbing - allowance	7,398	sf	9.80	\$ 72,496
230000	<u>HVAC</u> HVAC - allowance	7,398	sf	18.20	\$ 134,635
260000	<u>Electrical</u> Site Area light poles (materials & installation) Other site electrical requirements Building electrical - allowance	6 1 7,398	ea ls sf	2,730.00 3,500.00 13.30	\$ 118,267 \$ 19,880 \$ 98,387
280000	<u>Fire Alarm &amp; Security System</u> Fire alarm & security - allowance	7,398	sf	1.47	\$ 10,874
					367,962

**Section E Equipment & Furnishings**

No.	Item of Work	Qty	Unit	Unit Cost	Cost
064100	<u>Architectural Wood Casework</u> Breakroom 24in x 34in plastic laminated base cabinet 15in x 30in plastic laminated upper cabinet 24in plastic laminated countertop w/ 4in backsplash	15 15 15	lf lf lf	350.00 210.00 77.00	\$ 9,555 5,250 3,150 1,155
125100	<u>Office Furniture - by Owner</u>				\$ -
122400	<u>Window Shades - not shown on dwgs</u>				\$ -
					9,555

**City of Parker - Police Station (Addition & Remodel)**  
 Conceptual Estimate

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 September 13, 2022

## 007200 General Conditions

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	General Conditions (Refer to breakdown)	1	ls	336,146	336,146

## 012119 Testing &amp; Inspection

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Testing & inspection	1	ls	16,417	16,417

## 014126 Building Permit Fee

No.	Item of Work	Qty	Unit	Unit Cost	Cost
	Building permit		ls	-	0
	Demolition permit		ls	-	0
	Plan review		ls	-	0

by owner



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: P&Z Commission
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared: December 9, 2022
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#"><u>Proposed Resolution</u></a></li> <li>2. <a href="#"><u>Res. No. 2022-719 - 2022 P&amp;Z Appointments</u></a></li> <li>3. <a href="#"><u>City of Parker Code of Ordinances §150.02</u></a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-723 APPOINTING PLANNING AND ZONING (P&Z) COMMISSION OFFICERS.

### SUMMARY

#### Appointment of Officers

On December 8, 2022, P&Z discussed and decided to recommend as officers: Russell Wright as the P&Z Chair position; Joe Lozano as the P&Z Vice Chair position; and Wei Wei Jeang as the P&Z Secretary position. Council will appoint Officers of the Planning and Zoning Commission, pursuant to Section 150.02(C) of the City of Parker Code of Ordinances.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023

**RESOLUTION NO. 2023-723**  
**(2022-2023 P&Z Officer Appointments)**

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
 APPOINTING PLANNING AND ZONING COMMISSION OFFICERS FROM  
 AMONG THE MEMBERS.**

**WHEREAS**, Members of the Planning and Zoning Commission serve in staggered two-year terms, commencing on December 1<sup>st</sup> and ending on November 30<sup>th</sup>, as set forth in Section 150.02(A) of the City of Parker Code of Ordinances, and

**WHEREAS**, The City Council for the City of Parker appointed new voting Members to Places 2 and 4 on November, 15, 2022 for a two-year term expiring November 30, 2024; and

**WHEREAS**, Section 150.02(C) specifies that Council is to appoint officers for the Planning and Zoning Commission;

**WHEREAS**, on November 16, 2021, via Resolution 2021-2023, Council appointed Russell Wright as Chairperson, Joe Lozano as Vice-Chairperson, and Wei Wei Jeang as Secretary, to serve terms expiring on the same date as the respective member's term, unless otherwise designated by council; and

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

**Section 1. Appointment of Officers with terms expiring November 30, 2023**

The officers of the Planning and Zoning Commission shall include a Chairperson, Vice-chairperson, and Secretary. The following people are hereby appointed to serve as the respective officer indicated below for a one-year term, expiring November 30, 2023, unless otherwise designated by Council:

Chairperson  
 Vice-Chairperson  
 Secretary

Russell Wright  
 Joe Lozano  
 Wei Wei Jeang

**Section 2. Effective Date**

This Resolution shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY,  
TEXAS, THIS 17<sup>TH</sup> DAY OF JANUARY, 2023.**

ATTEST:

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Lee Pettle, Mayor

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Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

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Interim City Attorney

Proposed

**RESOLUTION NO. 2022-719**  
**(2022 P&Z Appointments)**

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
APPOINTING MEMBERS TO SERVE ON THE PLANNING AND ZONING  
COMMISSION.**

**WHEREAS**, Members of the Planning and Zoning Commission serve in staggered two-year terms, commencing on December 1<sup>st</sup> and ending on November 30<sup>th</sup>, as set forth in Section 150.02(A) of the City of Parker Code of Ordinances, and

**WHEREAS**, Alternative Members of the Planning and Zoning Commission serve one-year terms unless specifically appointed for a two-year term at the time of appointment, commencing on December 1<sup>st</sup> and ending on November 30<sup>th</sup>, as set forth in Section 150.02(B) of the City of Parker Code of Ordinances; and

**WHEREAS**, Section 150.02(B) specifies that there may be up to three Alternate members and Council appointed all three Alternate Members on November 16, 2021, via Resolution 2021-682, for two-year terms ending November 30, 2023, so there is no current vacancy of Alternate Members;

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

**Section 1. Appointment of Voting Members with terms expiring November 30, 2024**

The following people are hereby appointed to serve on the Planning and Zoning Commission as voting Members for the two-year term, beginning December 1, 2022 and expiring November 30, 2024:

Place 2	<u>Joe Lozano</u>
Place 4	<u>Dave Leamy</u>

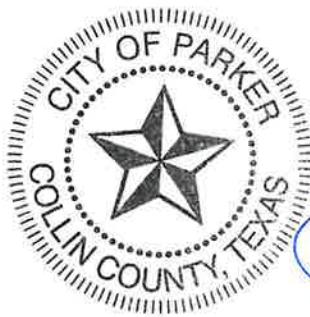
**Section 2. Appointment of Officers**

Following installation of the newly appointed Members, Council will appoint Officers of the Planning and Zoning Commission at a future council meeting, pursuant to Section 150.02(C) of the City of Parker Code of Ordinances.

**Section 3. Effective Date**

This Resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY,  
TEXAS, THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2022.



  
Lee Pettle

Lee Pettle, Mayor

ATTEST:

  
\_\_\_\_

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_

Larence M. Lansford, III, City Attorney

## § 150.02 PLANNING AND ZONING COMMISSION.

(A) *Places.* The Planning and Zoning Commission for the city shall consist of 5 members appointed by a majority of the City Council. Each member shall serve in a place designated by the Council. Places 1, 3, and 5 shall have two-year terms commencing December 1 and expiring in odd numbered years on November 30. Places 2 and 4 shall have two-year terms commencing December 1 and expiring in even numbered years on November 30. Upon the passage of this section, the Council may designate, or redesignate, current members, and/or any members to be appointed, into each place, with the appropriate provisions as to the fulfillment of any unexpired terms. Unless otherwise designated by the City Council, the Commission member serving in a designated place upon the passage of this section continues in that place through November 30 of the even, or odd, year for that place. All members of the Commission continue to serve until their successors are appointed and qualified; save and except when a member resigns, in writing. Such resignation shall be effective the date of its receipt by the City Secretary.

(B) *Alternates.* A majority of the City Council may appoint 1, 2, or 3 alternates to the Planning and Zoning Commission. The terms of the alternates will be one-year terms, unless specifically set at the time of the appointment of the alternate as a two-year term. An alternate may be reappointed at the discretion of the Council. Regardless of the term assigned to the alternate, the City Council may remove an alternate with or without cause at any time. Terms of alternates commence December 1 and expiring November 30. All alternates continue to serve until their successors are appointed and qualified; save and except when a member resigns in writing. Alternate members shall be classified as members for all purposes other than regular voting.

(C) *Officers.* The City Council shall select members of the Planning and Zoning Commission to serve as Chairman, Vice Chairman, and Secretary. An Assistant Secretary, who need not be a member of the Commission, may also be appointed. Each member of the Planning and Zoning Commission shall be a resident citizen of the city, and shall possess all qualifications necessary to register to vote in a municipal election of the city.

(D) *Quorum.* Any 3 members (including alternate members) shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those attending any meeting at which there is a quorum present shall be necessary to pass any motion, recommendation or resolution of the Commission.

(E) *Duties generally.*

(1) The Commission shall, from time to time, either at its discretion or as requested by the City Council, submit its reports, plans and recommendations for the orderly growth, development and welfare of the city in accordance with Tex. Local Gov't Code Article 211.007.

(2) The Commission shall also perform other duties as may be presented by the Council, ordinance or state law, as follows:

- (a) To recommend the boundaries of the various districts and appropriate regulations to be enforced therein under the Comprehensive Zoning Ordinance, the ordinances of the city or the laws of the state, to the City Council and to recommend approval or denial of zoning changes, and regulations under this chapter, the ordinances of the city or the laws of the state.
- (b) To hear, recommend or determine any matter relating to zoning, planning or subdivision control as may be specified or required under the Comprehensive Zoning Ordinance, the ordinances of the city, or the laws of the state.
- (c) To exercise such duties and powers as may be now or hereafter conferred by the Comprehensive Zoning Ordinance, the ordinances of the city, or applicable laws of the state.
- (d) To determine the classification of any use, new or otherwise not listed or identified within the Comprehensive Zoning Ordinance for the purpose of establishing the appropriate zoning district into which such use should be placed, the applicability of the parking standards, or any other regulations of the Comprehensive Zoning Ordinance may be applied to such use.

(F) *Advisory opinions.* All actions by the Planning and Zoning Commission are advisory in nature to the City Council. The City Council does specifically reserve and require that final approval of preliminary and final plats require City Council action. The City Council may, in any zoning or plat review, specifically delegate final approval of any specific action on specific zoning and/or plat applications, such as landscape, drainage, trail, thoroughfare, or other specific plans, to the Planning and Zoning Commission.

(G) *Removal from office; vacancies.* Any member of the Commission may be removed from office for any cause deemed by the City Council to be sufficient for removal of the member. If a vacancy should exist in the Commission membership due to removal from office, resignation, death, refusal or inability to serve, the City Council shall appoint a new member to fill the vacancy for the unexpired term.

(H) *Attendance.* Three consecutive absences that are not excused by the Commission, or the absence of a regular member from more than 25% of the meetings in any six-month period, shall cause the Commission to review the attendance record of the member and make a recommendation to the City Council on the need, or lack of need, to appoint a replacement member.

(I) *Meetings.*

- (1) All meetings of the Commission shall be open to the public, subject to the Texas Open Meetings Act, Tex. Gov't Code, Chapter 551. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep record of its examinations and other official actions, all of which shall be filed in the office of the Planning Department and shall be a public record. The City Secretary shall be the custodian and possessor of the record and minutes of the Commission.

(2) Meetings of the Commission may be held as often as necessary to conduct the business coming before the Commission at the call of the Chairperson and at such other times as the Commission may determine.

(Ord. 557, passed 7-13-2004)



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 12, 2023
Exhibits:	1. <a href="#"><u>Proposed Resolution</u></a> 2. <a href="#"><u>Vision Statement</u></a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-726, ADOPTING A NEW CITY OF PARKER VISION STATEMENT.

### SUMMARY

Please see information provided. Further review will be provided at Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023

**RESOLUTION NO. 2023-726**  
*(City of Parker Vision Statement)*

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

**WHEREAS**, during the process of updating the City's Comprehensive Plan, the City Council has considered the need for an updated Vision Statement for the City; and

**WHEREAS**, through multiple meetings the City Council has drafted a new Vision Statement with the input of the Planning and Zoning Commission and the public; and

**WHEREAS**, the revised Vision Statement drafted by City Council, taking into consideration all public comments, is attached as Exhibit A and Council has determined it is in the best interest of the City to approve of the Vision Statement;

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

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

**SECTION 2.** The City of Parker Vision Statement, attached hereto as Exhibit A, is hereby adopted.

**SECTION 3.** All provisions of the resolutions of the City of Parker, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Texas, on this the 17<sup>th</sup> day of January, 2023.

**CITY OF PARKER:**

---

Lee Pettle, Mayor

**ATTEST:**

---

Patti Scott Grey, City Secretary

**APPROVED AS TO LEGAL FORM:**

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Interim City Attorney

Proposed

## Exhibit A

### Parker Vision Statement

In Parker, “Uniquely Country” is not just a motto but a way of living. The City of Parker strives to provide a laid back, country lifestyle that places emphasis on our residential large lot community. Our country roads will take you past open spaces, livestock and equestrian properties, and family-friendly neighborhoods. Limited commercial zoning provides for a quiet residential community that is an oasis amidst other high-density cities. Parker’s proximity to nearby services and amenities offer the benefit of large city conveniences with the charm of a small-town country lifestyle. As Parker grows these values, which are the cornerstone of our city, will be maintained to protect our unique and diverse country lifestyle.



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council – Public Safety Committee
Fund Balance-before expenditure:	Prepared by: Asst. Police Chief Kenny Price for City Administrator Luke Olson
Estimated Cost:	Date Prepared: January 9, 2023
Exhibits:	<u>None</u>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON CONFIRMATION OF COURTNYE DIXON'S PROMOTION TO SERGEANT [PUBLIC SAFETY COMMITTEE RECOMMENDED 3-0].

### SUMMARY

Officer Dixon was eligible and applied for an open Sergeants position, taking the administered exam on October 6, 2022, and after passing the exam, became eligible to be promoted to the open nightshift Sergeants position, which would then provide nighttime supervision across the shifts.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Kenneth Price</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Administrator Olson
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared:	January 9, 2023
Exhibits :	<ol style="list-style-type: none"> <li>1. <a href="#"><u>Proposed Resolution</u></a></li> <li>2. <a href="#"><u>Solid Waste and Recycle Rate Sheet</u></a></li> <li>3. <a href="#"><u>Republic Services, Inc. Manager Rick Bernas' Request Letter w-CPI Data</u></a></li> <li>4. <a href="#"><u>Republic Services Inc. Manager Rick Bernas' Presentation (Reviewed @ the meeting.)</u></a> He will also talk through this video . . . <a href="https://vimeo.com/fervor/review/682073981/9f7152b956">https://vimeo.com/fervor/review/682073981/9f7152b956</a></li> <li>5. <a href="#"><u>Res. No. 2021-685 (2022 Solid Waste Agreement)</u></a></li> <li>6. <a href="#"><u>Res. No. 2019-605 (Solid Waste Rates and Fees Adjustment - Increase)</u></a></li> </ol>	

### AGENDA SUBJECT

REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION:

#### PRESENTATION

DISCUSSION/CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-724, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

### SUMMARY

In December of 2021 the City of Parker executed a new contract with Republic Service Inc. The Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws.

### 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:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023

**RESOLUTION NO. 2022-724**  
(*Republic Waste Services Rate Adjustment*)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER APPROVING A RATE ADJUSTMENT FOR ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF PLANO PURSUANT TO THE WASTE COLLECTION AND DISPOSAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution No. 2021-685, the City approved and entered into a Waste Collection and Disposal Agreement (the “Agreement”) with Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano (“Republic”); and

**WHEREAS**, Section 5.B of the Contract permits Republic to request a rate adjustment to the monthly service charge not more often than once per year to reflect changes in operating costs or increased costs due to (i) changes in location of disposal facilities, (ii) increase in disposal costs after the first year of the contract, (iii) increased fuel costs, or (changes in local, state, or, federal statutes, rules, ordinances, regulations, or other laws; and

**WHEREAS**, Republic has requested a rate adjustment as shown on Exhibit A; and

**WHEREAS**, the City cannot unreasonably withhold approval of the rate adjustment; and

**WHEREAS**, the City finds that the rate adjustment meets the terms of the Contract and should be approved;

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

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

**SECTION 2.** The rate adjustment as shown in Exhibit A is approved.

**SECTION 3.** All provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 17th day of January, 2023.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettle, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Interim City Attorney

Indices	2021	2022				104.45%
<b>CPI - w/s/t</b>	100% <b>2872.333</b>	<b>3000.014</b>	127.681	4.45%	4.45%	
Totals	100%			<b>Increase</b>		4.45%

## Recycle adjustment

Services	Current	Inc/dec	New Rate	
<b>MSW</b>	\$ 12.27	\$ 0.55	<b>\$ 12.82</b>	
<b>Recycle</b>	\$ 5.68	\$ 0.25	<b>\$ 5.93</b>	<b>New</b>
<b>Brush/Bulk</b>	\$ 2.18	\$ 0.10	<b>\$ 2.28</b>	<b>Monthly</b>
				<b>\$ 21.02</b>
<b>Extra cart</b>	\$ 8.52	\$ 0.38	<b>\$ 8.90</b>	
<b>Carryout</b>	\$ 20.13	\$ 0.89	<b>\$ 21.02</b>	
<b>Extra cart</b>	\$ 11.39	\$ 0.51	<b>\$ 11.90</b>	
<b>Add'l</b>				
<b>Rolloff</b>	\$ 240.96	\$ 10.71	<b>\$ 251.67</b>	

Exhibit A



Mr. Luke Olson  
City of Parker  
5700 East Parker Road  
Parker, TX. 75002

Re: Price Increase Request

Dear Luke,

Republic Services wishes to thank the City of Parker for the opportunity to be the provider of choice for your solid waste, recycling and disposal services. We enjoy working with the community and look forward to continuing our partnership for years to come.

This letter is to notify you of the annual rate adjustment for your city. Per the terms of the contract, we may request an adjustment to reflect changes in cost of doing business, and operating cost from year over year.

Per our agreement, we have utilized the Consumer Price Index ( water sewer trash) 12 month average which averaged 4.45%.

We trust that you will agree that our service provides your community with superior quality solid waste and recycling collection. We look forward to our continued partnership.

Sincerely,

Rick Bernas  
Division Municipal Services Manager

# CITY OF PARKER REPORT



# CITY OF PARKER SUMMARY

No accidents or incidents in the month of December 2022.



# COLLECTION SERVICES

CITY OF PARKER – Homes - TRASH COLLECTED (TONS) 2022														
Trash Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG.
Residential Homes	1709	1710	1721	1726	1732	1732	1741	1749	1757	1758	1758	1766		
Tonnage	140	135	163	177	181	217	166	155	179	116	163	175	1967	164
CITY OF PARKER - RECYCLE COLLECTED (TONS) 2022														
Recycle Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential tons	48	34	48	54	51	56	51	45	55	43	53	58	606	51
CITY OF PARKER - TOTAL BULK MATERIAL COLLECTED (TONS) 2022														
Bulk Services	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total tons	128	87	130	137	122	132	52	37	50	69	38	66	1048	87
CITY OF PARKER – TOTAL TONNAGES														
Total tonnages	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total tonnages	316	256	341	368	354	405	269	237	284	228	254	299	3621	302

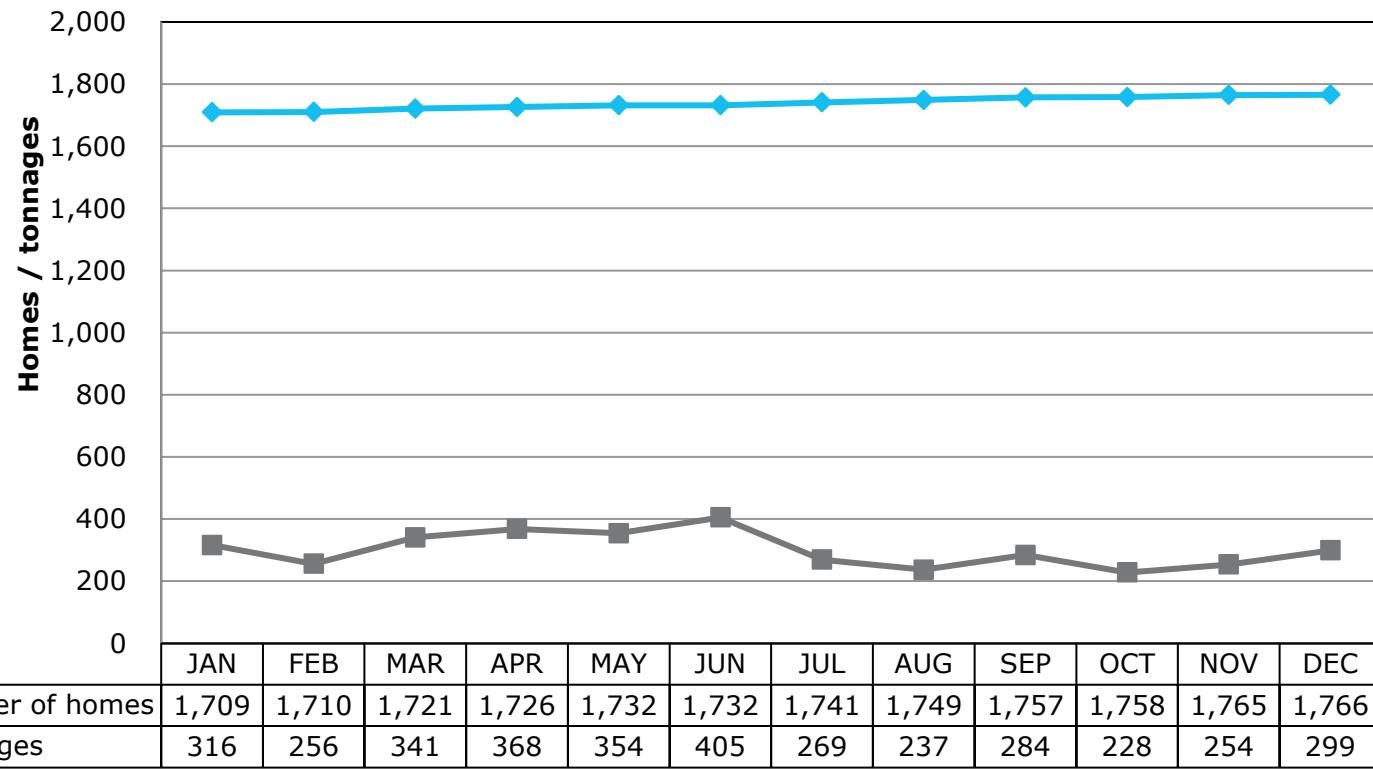


# TOTAL SERVICES PERFORMED

CITY OF PARKER - RESIDENTIAL STATISTICS 2022												
Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
# Households	1709	1710	1721	1729	1729	1732	1741	1749	1757	1758	1765	1766
Serviceable Households- drive by	15723	15390	16521	15907	16253	15934	16017	15,490	16164	15,882	15822	19415

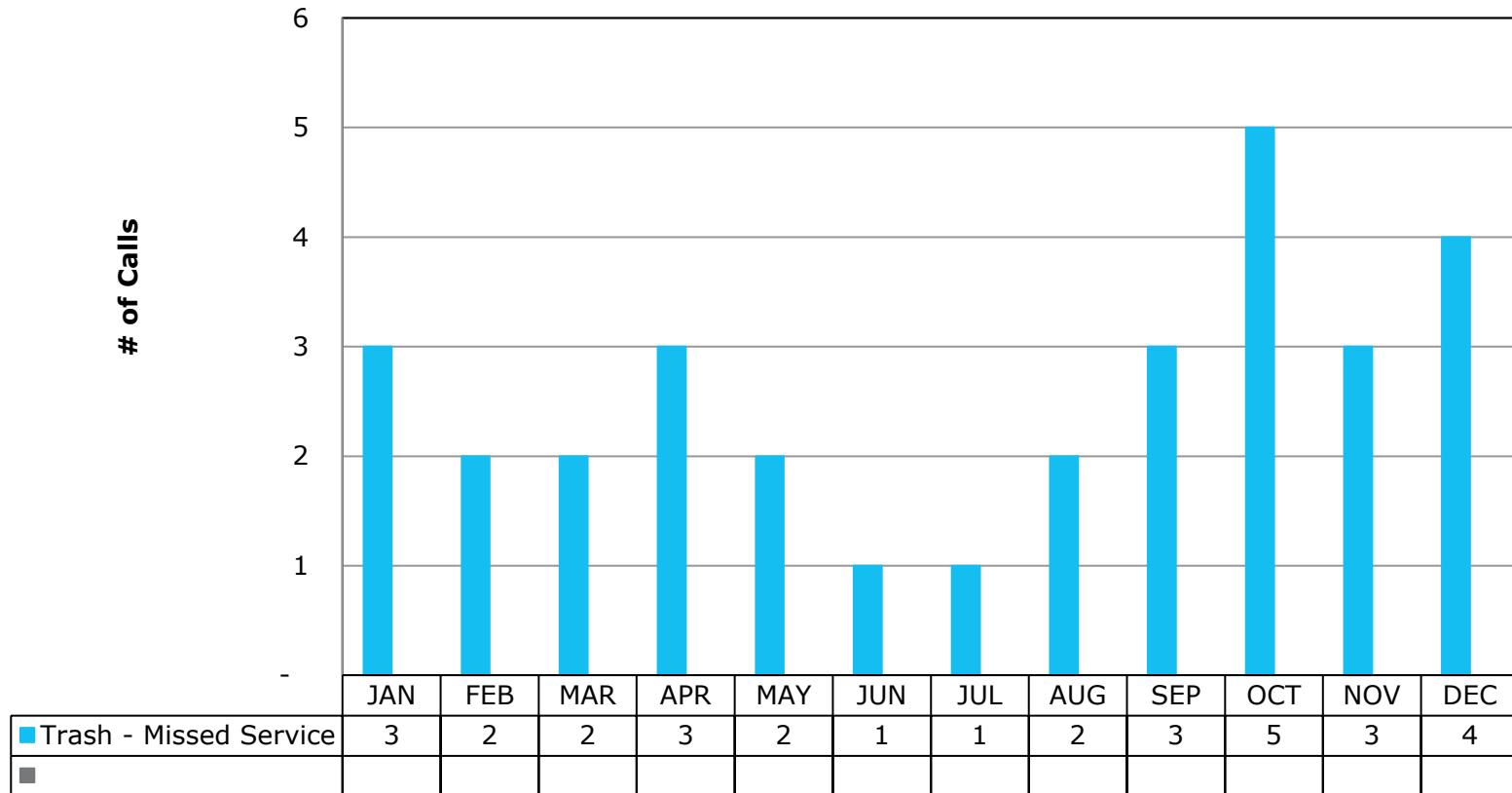


## PARKER – HOMES / TONNAGES



# SERVICE ISSUES MONTHLY

## PARKER – Service issues



# SAFETY RECORD

CITY OF PRKER - SAFETY RECORD 2022														
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	0	0	0	0	0	0
Motor Vehicle Accidents	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0



# Upcoming Items: Parker

Happy New Year.

## CPI for All Urban Consumers (CPI-U)

### Original Data Value

**Series Id:** CUUR0000SEHG

**Not Seasonally Adjusted**

**Series Title:** Water and sewer and trash collection services in U.S.

**Area:** U.S. city average

**Item:** Water and sewer and trash collection services

**Base Period:** DECEMBER 1997=100

**Years:** 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	

<b>Dec</b>	<b>HALF1</b>	<b>HALF2</b>
193.237		
200.203		
209.414		
217.386		
224.745		
231.842		
242.204	234.760	239.509
247.567	242.969	246.345
256.456	250.331	254.588
265.365	259.202	263.748
	270.076	

**RESOLUTION NO.2021-685  
(2022 Solid Waste Agreement)**

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO

WHEREAS, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

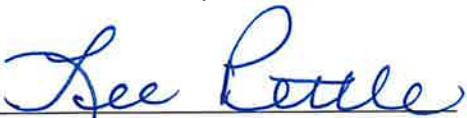
SECTION 1. The negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

SECTION 2. The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 21st day of December, 2021.

CITY OF PARKER, TEXAS

  
Lee Pettle, Mayor



RESOLUTION NO. 2021-685  
(2022 Solid Waste Agreement)

1

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Scott Levine, Interim City Attorney

## WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS  
COUNTY OF COLLIN

THIS WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the City of Parker, Collin County, Texas ("City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano ("Contractor").

A. Contractor and City entered into an Agreement for the collection and disposal of residential waste as of December 1, 2009 (the "Original Agreement").

B. Contractor and City have entered into a series of amendments to the Original Agreement .

C. The latest amendment to the Original Agreement is terminated on December 31, 2021. The Original Agreement and all prior agreements and amendments between the parties are terminated on the effective date of this Agreement.

D. Contractor and City desire to enter into this Agreement for services as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and City hereby agree as follows:

## SECTION 1.

## GRANT

City hereby grants to Contractor an exclusive contract (save and except the City performing its own service) to engage in the business of collecting and disposing of residential Garbage, Trash, Brush, Rubbish, debris, and other Refuse and residential Recyclable Materials within the corporate limits of the City and, further, hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and removal of Garbage, Trash, Brush, debris and other Refuse and residential Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. In the event that any commercial (i.e., business) customers are established within City limits, Contractor shall have the right of first refusal to negotiate a commercial waste collection and disposal agreement.

## SECTION 2.

## DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings:

- A. Brush: Tree and shrub trimmings, which are not easily placed in disposable containers.
- B. Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other waste materials other than Dead Animals, Excluded Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or polycarts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants and other hazardous wastes prior to removal by Contractor.
- C. Bundle: Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter or height with respect to newspapers and magazines, or fifty (50) lbs. in weight.
- D. City: City of Parker, Texas, a municipal corporation in Collin County, Texas
- E. City Council: The Parker City Council.
- F. Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. Contractor: Allied Waste Systems, Inc., a Delaware corporation d/b/a Allied Waste Services of Plano // Republic Services of Plano, and its successor(s) and/or affiliates under this Agreement.
- H. Curbside Service: Garbage, Trash and Recyclable Materials to be picked up by Contractor, which will be located at the curbside of the street bearing the Customer's address.
- I. Customer: An occupant of a Residential Unit who generates Refuse.
- J. Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- K. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing Garbage or Trash without leaking remitting odors, and which weighs, when loaded, less than fifty (50) pounds.

- L. Excluded Waste: 1) Hazardous waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; (3) liquid wastes; (4) pathological and biological wastes; (5) explosives; (6) material that the disposal facility is not authorized to receive and/or dispose of; (7) other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment; (8) other materials which cannot be legally accepted at the applicable disposal facility; and (9) any otherwise regulated waste.
- M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.
- N. Handicapped Customers: A residential household in which members of the household are handicapped to the extent that they are unable to place Garbage at curbside.
- O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.
- Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.
- R. Recyclable Materials: Any non-hazardous material or substance that can be put to beneficial reuse, resale, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass. Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination.
- S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. The City and Customers shall use the equipment only for its proper and intended purpose and

shall not overload (by weight or volume), remove or alter the equipment. The Contractor shall be entitled to charge the Customer replacement costs for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may receive one additional container for an additional fee of \$50.00. Customer is not required to pay for damage to carts caused by Contractor.

- T. Refuse: Residential Refuse and Bulky Waste, Small Construction Projects and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.
- U. Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- V. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- W. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Excluded Waste or Stable Matter.
- X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- Y. Trash: All household Refuse other than Garbage, debris, Brush and Bulky Wastes; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, Recyclable Materials, old clothes, and other household trash of the like kind, but shall not include Excluded Waste or special waste.

### SECTION 3.

#### CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of Contractor to perform the following services:

- A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner and dispose of the same in a lawful and appropriate manner at a location to be

determined by Contractor outside the corporate limits of the City. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City. Contractor shall not be responsible for any damages to the City's pavement, curbing, or other driving surfaces resulting from Contractor providing services within the City's limits., not caused by the contractor's negligence, gross negligence, or willful misconduct.

B. Contractor agrees to establish daily routes and special schedules for the collection of Garbage, Trash, Brush, and Recyclable Materials as necessary to fulfill the requirements of this Agreement. Further, Contractor will utilize written route books for use in the collection of Refuse from all residential and commercial Customers. Contractor agrees to make one Garbage collection each week for each residential Customer and will collect Recyclable Materials at the same time. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential Customers. No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall continue with its other regularly scheduled collections during such holiday weeks. Any dates skipped will be made up.

C. Contractor shall provide a special collection service for Brush, Bulky Wastes and/or Bundles monthly to all residential Customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of 10 (ten) cubic yards of waste per month as described in definitions for Brush, Bulky Waste, and Bundles on the date determined by the City of Parker and Republic. Additional volumes that exceed the ten cubic yard limit may be called into Contractor for a special pick up at \$95.00 per hour. Contractor will arrange the additional services with the customer directly.

D. Contractor agrees, at its own expense, to provide a telephone answering service from 8:00 am. to 5:00 pm. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Refuse collection service provided by Contractor. Contractor agrees to secure an annual listing in at least one telephone directory covering Collin County under the name by which it conducts business in the community.

E. Contractor agrees that Customer complaints shall be addressed and resolved within twenty-four (24) hours of receipt of such complaint. Any missed pickups of Residential Garbage will be collected within 24 hours after notice to Contractor.

F. Contractor will provide curbside collection of residential items, which are not disposed of during normal residential pickup at the request of the Customer. The residential Customer shall pay the Contractor directly for this service. Such service will be quoted on a time and material basis agreed upon between Contractor and City.

G. Contractor shall not be obligated to pick up Excluded Waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

H. Contractor shall comply with all municipal, county, state and federal laws in its performance of this Agreement.

#### SECTION 4.

#### CONTRACTOR'S RIGHTS

A. If Refuse, Dead Animals, or Excluded Waste are discovered before they are collected by Contractor, Contractor may refuse to collect the entire container that contains the Refuse, Dead Animals, or Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Refuse, Dead Animals, or Excluded Waste are removed and properly disposed of by the depositor, generator, or Customer that is responsible for the Refuse, Dead Animals, or Excluded Waste. In the event Refuse, Dead Animals, or Excluded Waste are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Refuse, Dead Animals, or Excluded Waste at a facility authorized to accept such Refuse, Dead Animals, or Excluded Waste in accordance with Applicable Law and charge the depositor, generator, or responsible Customer for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Refuse, Dead Animals, or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor, generator, or responsible Customer and to collect the costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release the City from any liability for any such costs incurred by Contractor in connection with such Refuse, Dead Animals, or Excluded Waste, except to the extent that such Refuse, Dead Animals, or Excluded Waste are determined to be attributed to the City.

B. To the extent any type of Commercial Recyclable Material received within City limits collected from a commercial customer by the contractor which is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify City and Customer shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may suspend or discontinue any or all Recycling services to Commercial Customer, or dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. This provision expressly does not apply to Residential Recyclable Material.

#### SECTION 5.

#### CHARGES

A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.

B. Base Rate Adjustments: Upon request by Contractor but not more often than once per calendar year, the City will consider adjustments to the monthly service charge and schedule of monthly customer charges above the levels then in effect, to reflect changes in operating costs of Contractor or increased costs due to: (i) changes in location of disposal facilities (ii) increase in disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in local, state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed increase will be subject to the City Council approval, which shall not be unreasonably withheld. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase to consider.

C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.

D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.

E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.

F. Payment to Contractor: City shall bill the Customers and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

## SECTION 6.

### SPILLAGE

Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor's acts or those of any of Contractor's employees, in which case all scattered Refuse shall be picked up promptly by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Utility Department of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

## SECTION 7.

### NON-COLLECTION

Should a dispute arise between City, Contractor, and/or a Customer as to whether the Contractor actually failed to make a collection (whether the Contractor missed a pickup), the

decision of the City Administrator or Mayor of City on such matter shall be final and City and Contractor agree to abide by said decision. However, it is understood and agreed by and between City and Contractor that if any Customer fails to timely place Brush, Permanent Containers or Disposable Containers out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from one's premises, or places improper Bundles or volumes of Brush or Trash for collection or places Excluded Waste out for collection, Contractor may refrain from collecting all or a portion of such Brush, Garbage and Trash or Excluded Waste and shall notify City of the reason for such non-collection. Contractor shall also provide notice to the Customer of the reason for such non-collection (unless such non-collection is the result of the Customer's failure to timely place the Brush or containers out for collection). Contractor's notice to the Customer shall be in writing, attached to the container or the front door of the residence and shall indicate the nature of the problem and the correction required, and such Garbage may then be collected at the next regular collection date (provided, however, that Contractor shall never be required to collect Excluded Waste). The City may investigate when notified by a Customer that Garbage, Trash or Brush have not been removed from his premises on the scheduled collection day, and where no notice of non-collection nor a change in collection schedule has been received from Contractor. If the investigation discloses that Contractor has failed to collect Garbage, Trash or Brush from the subject premises without cause, Contractor shall collect same within twenty-four (24) hours after a collection order is issued by City. If contractor fails to pickup on said service day due to any circumstances the City will be credited for that day of missed service.

## SECTION 8.

### INDEMNIFICATION

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by: (1) that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents or (2) breach of this Agreement.

All provisions of this Agreement shall be interpreted to preserve the governmental immunities of the City, and the independent contractor status of Contractor. The governmental immunities of the City shall include, and not be limited to, those applicable to the Contractor's operation of vehicles within the City, all issues which may arise as to the Contractor's and the Contractor's employees, and/or the Contractor's obligations to other governmental agencies, or the affiliates, parent corporations, and subsidiaries of Contractor.

## SECTION 9.

### INSURANCE

Contractor agrees to carry, at a minimum, the following types of insurance:

**Workers' Compensation or  
other state approved  
program**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident
Liability or other state approved program	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000
Pollution Endorsement	Liability MCS-90 endorsement for pollution liability coverage

**Commercial General  
Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence, if needed to satisfy the total limits or cover required herein.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation with appropriate documentation and approval of the City. Certificates evidencing such insurance contracts shall be deposited with City prior to the commencement of this Agreement, and thereafter on request. A lapse in approved insurance coverage at any time during the term of this Agreement is cause for immediate termination of service by City, with such damages, if any, paid by Contractor. The City shall provide Contractor with at least twenty days' notice prior to a vote of the City Council on the question of termination. The Contractor shall have the opportunity to present a certificate of insurance providing proof of insurance to cure the default prior to the Council meeting. Contractor will provide proof of insurance of the coverage and minimums specified above prior to the effective date of this Agreement, and on each anniversary date of this Agreement. The City may request additional proof of insurance at any time during the term of this agreement, and the Contractor agrees to provide a certificate of insurance with blanket-form endorsements evidencing such coverage required herein within 10 days of the request.

**SECTION 10.**

**TERM**

The term of this Agreement shall begin as of the Effective Date (defined on the signature page below) and shall continue through December 31, 2026, except as it may be extended as provided below. On or before October 1, 2026 (the "Termination Notice Deadline"), either party may provide written notice to the other party that it intends to terminate this Agreement (a "Termination Notice") effective December 31, 2026 (the "Termination Date"). If no Termination Notice is given on or before October 1, 2026, then the term of this Agreement shall be extended until December 31, 2031.

## SECTION 11.

### TERMINATION

If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party.. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement. Any notice required by this Section 11 shall be sent by registered or certified mail addressed to the address set forth below in Section 12(h) with specific reasoning in support of the non-breaching party's claim that the alleged breaching party has substantially breached the terms and provisions of this Agreement. Upon termination or expiration of this Agreement, all amounts due hereunder (up to the date of termination or expiration) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the non-breaching party as a result of the breach of this Agreement.

## SECTION 12

### MISCELLANEOUS

A. Assignment: This Agreement and any and all rights and obligations of Contractor hereunder may be assigned by Contractor to any parent company or subsidiary of Contractor with prior written consent of the City, which shall not be unreasonably withheld so as long as all obligations of Contractor in this Agreement are assumed in writing by the assignee, and proof of insurance is provided, and all other obligations of the Contractor are performed by the Assignee in accordance with this Agreement. The Agreement may be assigned to any other third party with the prior written consent of the City Council, which shall not be unreasonably withheld.

B. Authority: Contractor and City agree that, except as otherwise provided herein, the City Council of the City of Parker will be authority for the approval of charges or services not contemplated by this Agreement and for the disposition of any dispute between a Customer and Contractor. The City Council of the City of Parker may designate a city employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required

under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

C. Compliance with Laws: Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous, medical, non-conforming or other Excluded Waste. City agrees to pass such ordinances as are necessary in the discretion of the City Council to effectuate all terms of this Agreement including all duties and obligations required of residential Customers. Both parties and their officers, agents, employees, representatives, contractors, and authorized subcontractors by the City shall abide by and comply with all applicable laws in the performance of this Agreement.

D. Inspection: City and its representatives shall have the right to inspect and examine the books and records of Contractor relating to the services performed by it under this Agreement during normal business hours upon reasonable notice.

E. Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor (each a "Force Majeure Event") Contractor's failure to perform, or delay in performance, due to a Force Majeure Event shall not constitute a breach of this Agreement.. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms.

G. City Shall Pay Contractor-\$125.00 /hour, plus disposal for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations. Any missed trash pick ups due to a Force Majeure will be collected immediately upon the termination of the reasoning and pick up will be adjusted.

H. Notice: Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to City:

Mayor  
City of Parker

5700 East Parker Road  
 Parker, Texas 75002  
 Telephone: 972.442.6811  
 Fax: 972.442.2894

If to Contractor:

General Manager  
 Allied Waste Systems, Inc.  
 4200 E. 14th St.  
 Plano, Texas 75074  
 Telephone: 469.443.7019  
 Fax: 972.881.9077

The parties will each notify the other in writing of any changes to the notification and contact information above.

I. Annual Increase: Contractor shall increase/decrease the rates for all services effective on each anniversary of the Effective Date of this Agreement in an amount equal the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

J. No Third Party Beneficiary: This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

K. Severability: If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, inlieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

L. Entire Agreement: This Agreement (together with any exhibits, attachments or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

M. Governing Law, Venue and Consent to Jurisdiction: This Agreement, and the rights, remedies, obligations, and duties of the parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, exclusive venue for such action shall be proper in the state district courts of Collin County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

N. Non-Appropriation: The City shall ensure that at all times during the term of this Agreement that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for Customers' services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor *as much notice as possible* of this contingency. In the event that no funds or insufficient funds are collected and the City notifies Contractor of such, Contractor shall immediately have the right to terminate this Agreement.

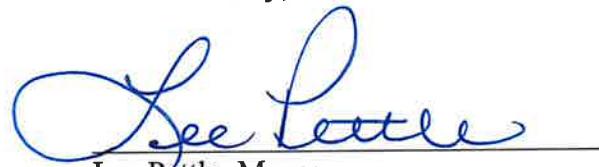
(Signatures begin on next page)

Executed to be effective from and after the 21<sup>st</sup> day of December, 2021 (the "Effective Date").

ALLIED WASTE SYSTEMS, INC., a  
Delaware corporation

  
Print Name: Amy Adcox

CITY OF PARKER,  
Collin County, Texas

  
Lee Pettle, Mayor

ATTEST:

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

## EXHIBIT A

### SOLID WASTE PRICING

#### Solid Waste and Recycling Rates

##### SOLID WASTE

1x a week MSW: 2 carts \$12.27

##### Recycle Collection

1x a week: 1 cart \$5.68

##### Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

##### Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

Additional Rolloff containers \$240.96 plus \$35.00 a ton

8-yard container – 1 time per week \$153.34

8-yard container – 2 times per week \$255.88

Supplemental Rates – Commercial and Industrial

Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

Industrial Rolloff - 30 yard container \$240.96 plus \$ 35.00 per ton

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$37.13

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23

## Attachment 1

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

#### 1. Recycling Services Definitions.

1.1 "**Recyclable Materials**" are any non-hazardous materials or substances that can be put to beneficial reused, resold, recycled, or reclaimed in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, glossy inserts, and other paper; plastics, bottles, and plastic film; aluminum and metal cans; ferrous and non-ferrous metals; and glass.

1.2 "**Acceptable Material**" means the materials listed in Section 8 below.

1.3 "**Unacceptable Material**" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of \$5.68 per Unit, \$2.73 for the collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 70% of City's recycling commodity value to City each month. City's "**Recycling Commodity Credit**" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "**Average Commodity Mix**" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility

Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently available indices or actual values (as set forth in Exhibit B-1) to the facility's Average Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue").

**6. Reporting and Credit.** Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Company will issue a check to City for the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

**7. Changes in Market Conditions.** If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

**8. Acceptable Material.** All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

**9. Unacceptable Material.** Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

Attachment 2  
(Insert Companies Insurance Provided by company)

*Attachment 2*

Meeting Date: 01/17/2023 Item 7.

# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2 DATE (MM/DD/YYYY)  
12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
		PHONE (A/C No.Ext):	FAX (A/C No.Ext):
		E-MAIL ADDRESS:certificateteam@ccmsi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Co.	22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Co.	20702
		INSURER D: Illinois Union Insurance Company	27960
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 2093014

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 5,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 5,000,000		
	MED EXP (Any one person)								
	PERSONAL & ADV INJURY						\$ 5,000,000		
	GENERAL AGGREGATE						\$ 5,000,000		
	PRODUCTS -COMP/OP AGG						\$ 5,000,000		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION S			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	BODILY INJURY(Per person)								
	BODILY INJURY (Per accident)								
	PROPERTY DAMAGE (Per accident)								
	EACH OCCURRENCE								
	AGGREGATE								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE <input checked="" type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67824064 AOS WLR C67824027 CA/MAJOR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	E.L. EACH ACCIDENT						\$ 3,000,000		
	E.L. DISEASE -EA EMPLOYEE						\$ 3,000,000		
	E.L. DISEASE -POLICY LIMIT						\$ 3,000,000		

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4079 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Republic Services of Plano

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

City of Parker  
5700 E Parker Rd  
Allen, TX 75002-6754  
United States

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2093014

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

#### GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

#### TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

**RESOLUTION NO. 2019-605**  
*(Solid Waste Collection Rates and Fees)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council of the City of Parker has contracted with Republic Services for the collection and disposal of solid waste; and

**WHEREAS**, Republic Services requested a rate increase to cover rising costs to provide service; and

**WHEREAS**, the City Council of the City of Parker finds the rate increase to be warranted;

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

**SECTION 1.** The City Council of the City of Parker, Texas hereby established the following residential solid waste collection service rates:

<b>Solid Waste Collection</b>	<b>\$11.88</b>
1 x wk: 2 carts MSW	
<b>Recycle Collection</b>	
1 x wk: 1 cart	<b>\$5.50</b>
<b>Brush/Bulk Collection</b>	<b>\$2.11</b>
Monthly	
<b>Total Monthly Service</b>	<b>\$19.50</b>
<b>Extra Cart</b>	<b>\$8.25</b>
<b>Carryout Service</b>	<b>\$20.01</b>
1 x wk: 2 cart MSW	
<b>Extra carry out cart</b>	<b>\$11.03</b>
<b>City Hall - 4 Rolloffs per year/city event</b>	No Cost
<b>30 yard Rolloff city hall use</b>	No Cost
<b>Additional Rolloff containers</b>	<b>\$417.22</b>

**SECTION 2.** All rates and fees are subject to sales tax.

**SECTION 3.** All provisions of the Resolutions of the City of Parker, Texas found in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be invalid the same shall not affect the validity of the remaining portions of this Resolution, which shall remain in full effect.

**SECTION 5.** This Resolution shall take effect on March 1, 2019.

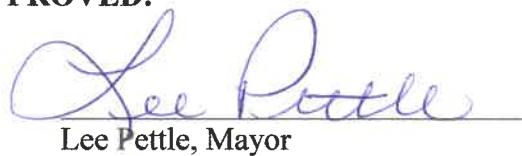
**DULY RESOLVED** by the City Council of the City of Parker, Texas on this the 21st day of May, 2019.



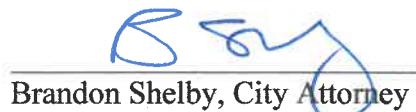
ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED:

  
Lee Pettle, Mayor

APPROVED AS TO FORM:

  
Brandon Shelby, City Attorney



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Administrator Olson
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared:	January 9, 2023
Exhibits:	1. <a href="#"><u>Enterprise Fleet Management Presentation (to be presented at Council Meeting)</u></a> 2. <a href="#"><u>Res. No. 2022-695 - Enterprise Fleet Lease and Management Agreement</u></a> 3. <a href="#"><u>Adjoining Agreements to the Master Lease</u></a>	

### AGENDA SUBJECT

PRESENTATION FROM ENTERPRISE FLEET MANAGEMENT, DISCUSSION, AND ANY APPROPRIATE ACTION REGARDING MASTER EQUITY LEASE AGREEMENT AND ADJOINING AGREEMENTS WITH ENTERPRISE.

### SUMMARY

Enterprise staff will be giving a presentation on the vehicle market and where the City of Parker stands currently. Enterprise will also be in attendance to answer specific questions which relate to performance under the contract.

### 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:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023

**RESOLUTION NO. 2022-695**  
**(Enterprise Fleet Management Program)**

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO ACT ON THE CITY'S BEHALF IN EXECUTING THE MASTER EQUITY LEASE AGREEMENT AND RELATED DOCUMENTS WITH ENTERPRISE FLEET MANAGEMENT.**

**WHEREAS**, the City Council of the City of Parker, Texas (the City Council) desires to approve and authorize the engagement of Enterprise Fleet Management for the lease of city vehicles and fleet maintenance services described in the attached Master Equity Lease Agreement and Amendment thereto, attached hereto as Exhibits 1 and 2, respectively, and incorporated herein as if set forth in full; and

**WHEREAS**, the City Council has determined that the services of Enterprise Fleet Management will benefit the City by improving the City's ability to budget for future fleet replacements, reduce maintenance and fuel costs, and provide fixed maintenance costs for non-emergency vehicles; and

**WHEREAS**, Enterprise Fleet Management has prepared the Master Equity Lease Agreement, Amendment, and related supplementary agreements for fleet management services including the following:

- (i) Full Maintenance Agreement, attached as Exhibit 3;
- (ii) Amendment to Full Maintenance Agreement, attached as Exhibit 4;
- (iii) Maintenance Management and Fleet Rental Agreement, attached as Exhibit 5;
- (iv) Amendment to Maintenance Management and Fleet Rental Agreement, attached as Exhibit 6;
- (v) Company Owned Vehicle Service Agreement, attached as Exhibit 7;
- (vi) Telematics Services Agreement, attached as Exhibit 8; and
- (vii) Authorized Signer Form, attached as Exhibit 9; and

**WHEREAS**, the City Council recognizes that the Agreement between the City and Enterprise Fleet Management, along with the supplemental documents, be approved and the Mayor's execution of same should be authorized and approved, as set forth herein;

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

**Section 1. Recitals Incorporated.**

The recitals set forth above are incorporated herein for all purposes as if set forth in full for all purposes.

**Section 2. Approval and Authorization of the Agreement.**

The City Council hereby approves the Agreement and supplemental agreements attached hereto

as Exhibits 1, 2, 3, 4, 5, 6, 7, 8, and 9, and authorizes, ratifies, and approves the Mayor's execution of same. The Mayor is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreements.

**Section 3. Effective Date.**

This Resolution shall become effective immediately upon its passage and approval.

**DULY RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS,  
THIS 19th DAY OF April, 2022.**



Lee Pettle  
Lee Pettle, Mayor

ATTEST:



Patti Scott Grey  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:



Larence M. Lansford, III  
Larence M. Lansford, III, City Attorney



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 26th day of April, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

#### **8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### **9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

**City of Parker**

LESSEE: \_\_\_\_\_

Signature: Lee Pettle

By: Lee Pettle

Title: Mayor

Address: 5700 E. Parker Rd.

PARker, TX 75002

April 27, 2022

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

Initials: EFM PB Customer LP UML

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Phillip Bevel

Phil Bevel

Director of Finance

4201 North SH 161, Ste 110

Irving, TX 75038

April 27, 2022

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



### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

\* April 2022

THIS AMENDMENT ("Amendment") dated this 26th day of March, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 26th day of March, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Parker, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the reasonable judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, and until such Vehicles are returned to Lessor, Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 11(a), ii of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

**INDEMNITY:** Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.



Section 14 of the Master Equity Lease Agreement is amended to add the following paragraph:

**Termination:** Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

**NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

**No Boycotting Israel.** As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Lessor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Lessor certifies Lessor is not engaged in business with Iran, Sudan, or a foreign terrorist organization.


**LESSOR VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES OR TRADE ASSOCIATIONS.**

If applicable, for contracts or purchase orders over \$100,000. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Lessor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association, but does not include an action made for ordinary business purposes.

**LESSOR VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES.** If applicable, for contracts or purchase orders over \$100,000. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021)), Lessor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Lee Pettle  
City of Parker, Texas (Lessee)

Lee Pettle  
By \_\_\_\_\_  
Title: \_\_\_\_\_  
Mayor

Phillip Bevel  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact  
Phil Bevel  
By \_\_\_\_\_  
Title: \_\_\_\_\_  
Finance Manager



## FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this 26<sup>th</sup> day of April 2022, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Parker ("Lessee").

### WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 26<sup>th</sup> day of April 2022, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the eFleets mobile app and the eFleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: <u>City of Parker</u>	EFM: <u>Enterprise Fleet Management, Inc.</u>
Signature: <u>Lee Pettle</u>	Signature: <u>Phillip Bevel</u>
By: <u>Lee Pettle</u>	By: <u>Phil Bevel</u>
Title: <u>Mayor</u>	Title: <u>Director of Finance</u>
Address: <u>5700 E. Parker Rd.</u>	Address: <u>4201 North SH 161 Suite 110</u>
<u>Parker, TX 75002</u>	
<u>Irving, TX 75038</u>	
Date Signed: <u>April 27, 2022</u>	Date Signed: <u>April 27, 2022</u>

Initials: EFM PB Lessee LP UML



AMENDMENT TO FULL MAINTENANCE AGREEMENT

\* April 2022

THIS AMENDMENT ("Amendment") dated this 26<sup>th</sup> day of March, 2022 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the 26<sup>th</sup> day of March, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Parker, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Full Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

Lee Pettle  
 City of Parker, Texas (Lessee)  
XXXXXX Lee Pettle  
 By \_\_\_\_\_  
 Mayor  
 Title: \_\_\_\_\_  
 Date Signed: April 27, 2022, \_\_\_\_\_

Phillip Bevel  
 ENTERPRISE FLEET MANAGEMENT, INC.  
 By Phil Bevel  
 Title: Director of Finance  
 Date Signed: April 27, 2022, \_\_\_\_\_

ML



## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 26th day of April, 2022, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Parker (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

**7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

**CITY OF PARKER**

COMPANY: \_\_\_\_\_

Signature: Lee Pettle \_\_\_\_\_

By: Lee Pettle \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Address: 5700 E. Parker Rd.  
Parker, TX 75002  
\_\_\_\_\_

Date Signed: April 27, 2022, \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: Phillip Bevel \_\_\_\_\_

By: Phil Bevel \_\_\_\_\_

Title: Director of Finance \_\_\_\_\_

Address: 4201 North SH 161, Ste 110  
Irving, TX 75038  
\_\_\_\_\_

Date Signed: April 27, 2022, \_\_\_\_\_



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

26<sup>th</sup> \* April 2022

THIS AMENDMENT ("Amendment") dated this 26<sup>th</sup> day of March, 2022 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the 26<sup>th</sup> day of March \* April 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Parker, Texas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Lee Pettle  
 City of Parker, Texas (Company)  
 Lee Pettle  
 By \_\_\_\_\_  
 Mayor  
 Title: \_\_\_\_\_  
 Date Signed: April 27, 2022, \_\_\_\_\_

Phillip Bevel  
 ENTERPRISE FLEET MANAGEMENT, INC.  
 Phil Bevel  
 By \_\_\_\_\_  
 Director of Finance  
 Title: \_\_\_\_\_  
 Date Signed: April 27, 2022, \_\_\_\_\_

ML



## COMPANY OWNED VEHICLE SERVICE AGREEMENT

**THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT** (this “**Agreement**”) is made and entered into as of the 26th day of April, 2022, by and between Enterprise Fleet Management, Inc. (“**EFM**”), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below (“**Company**”). Each of EFM and the Company is a “**Party**,” and collectively, the “**Parties**.”

### WITNESSETH:

**WHEREAS**, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the “**Services**,” with each of the Services sometimes being individually referred to herein as a “**Service**”) for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

**WHEREAS**, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- 1. COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a “**Covered Vehicle**,” and collectively the “**Covered Vehicles**”), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company’s subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a “**Schedule**,” and collectively the “**Schedules**”) to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- 2. TERM AND TERMINATION:** The term of this Agreement (the “**Term**”) for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.



3. **ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.
  
4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a transaction fee and/or monthly fee as listed on the attached Company Owned Vehicle Service Agreement Services Pricing Sheet.
  
5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
  
6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
  
7. **VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement
  
8. **LICENSE ADMINISTRATION PROGRAM:** If the License Administration Program is requested by the Company, and are provided by EFM, the following terms shall apply:
  - a. EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.
  
  - b. Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

c. The services described in this Section are collectively referred to as the "**License Administration Program**."

**9. MAINTENANCE PROGRAM:** If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an authorization card (the "**EFM Card**") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
- b. EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or

replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

- c. EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.
- d. The services described in this Section are collectively referred to as the **“Maintenance Program.”**

**10. MAINTENANCE MANAGEMENT PROGRAM:** If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
- b. EFM will provide a driver information packet (the **“Packet”**) outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

- c. EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "**Audited Invoices**") upon written request of Company to EFM.
- d. Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "**Administrative and Repair Fees**"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file with EFM for the Company.
- e. The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.
- f. If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("**EHI**") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "**Maintenance Management Program**."

**11. ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

**12. INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000)

per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

**13. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

**14. NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**15. MISCELLANEOUS:**

- a. Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- d. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles).
- e. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or teletypewriter; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- g. Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- h. The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- i. Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- j. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- k. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

## **16. LIMITATION OF LIABILITY:**

- a. NONE OF EFM, ITS AGENTS, OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

- b. IN NO EVENT SHALL EFM, ITS AGENTS OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBIRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## 17. INDEMNITY:

- a. To the extent permitted by Texas law, the Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and assigns (collectively, the "**Indemnified Parties**" with each being an "**Indemnified Party**") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Company, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to Company pursuant to Texas law; provided however, this provision is not intended to shift and does not shift liability from Company to Enterprise concerning claims or actions by third parties.
- b. In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and to the extent permitted by Texas law, the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim;

provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Company, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to Company pursuant to Texas law; provided however, this provision is not intended to shift and does not shift liability from Company to Enterprise concerning claims or actions by third parties.

- c. The provisions of this Section shall survive any expiration or termination of this Agreement.

**18. SIGNATORY WARRANTY:** Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

**19. SCHEDULES, ADDENDA, AND EXHIBITS:** All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

**20. POWER OF ATTORNEY:** The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

**21. REPRESENTATIONS AND WARRANTIES:** The Company represents and warrants that:

- a. The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.
- b. The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.
- c. This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- d. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.



e. The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

**22. SURVIVAL:** Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

**IN WITNESS WHEREOF**, EFM and the Company have executed this Agreement as of the day and year first above written.

**Company: City of Parker, Texas**

By: Lee Pettle  
Name: Lee Pettle  
Title: Mayor

Address: 5700 E. Parker Rd.  
Parker, TX 75002

**EFM: Enterprise Fleet Management, Inc.**

By: Phillip Bevel  
Name: Phil Bevel  
Title: Director of Finance

Address: 4201 North SH 161, Suite 110  
Irving, TX 75038

LM



### TELEMATICS SERVICES AGREEMENT

As of this 26<sup>th</sup> day of April, 2022, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

*[select any or all that apply]*

( ) Master Equity Lease Agreement (with schedules), dated April 26<sup>th</sup>, 2022.  
 ( ) Master Walkaway Lease Agreement (with schedules), dated \_\_\_\_\_

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

**1. Telematics Device Acknowledgement and Release.** The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

**2. Use, Access, Ownership and Storage of Telematics Data.** Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe



driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

**3. Compliance with Privacy Laws; Notices and Consents.** Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

**4. Vehicles.** This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM (i) or (ii), a "Vehicle").

**5. Purchase, Activation and Warranty.** Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

**6. Training.** The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

**7. Wireless Service Provider and Agreement; Software Agreement; Termination.** Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, and (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

**8. Indemnification.** Customer is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim. EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement. Nothing in this Section 8 shall be deemed to affect the rights, privileges, and immunities of Customer, and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Customer pursuant to Texas law.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

**9. Limitation of Liability.** IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR



**DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**10. Miscellaneous.** All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

*ML*

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

**ENTERPRISE FLEET MANAGEMENT, INC.**

Phillip Bevel

By: Phil Bevel

Title: Director of Finance

Address: 201 North SH 161, Suite 110, Irving, TX 75038

Date: April 27, 2022

**CUSTOMER: City of Parker, Texas**

Lee Pettle

By: Lee Pettle

Title: Mayor

Address: 5700 E. Parker Rd., Parker, TX 75002

Date: April 27, 2022



## AUTHORIZED SIGNER

### AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Mayor \_\_\_\_\_ (Title) for City of Parker \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Lee Pettle

Print Name

Luke Olson

Print Name

Grant Savage

Print Name

Print Name

Print Name

Print Name

Bond Rating:

Rating Agency:

75-1382954  
Federal ID#:

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Lee Pettle

Print Name

Lee Pettle

Signature

April 27, 2022

Date

Mayor

Title

City of Parker

Company Name


**FLEET  
MANAGEMENT**

# Open-End (Equity) Lease Proposal

**Date:** 04/26/2022

**Prepared For:** City of Parker Texas (618708)

## Proposal Summary

**Proposal #:** P559990

**Prepared For:**
**Quantity:** 10

Driver Information				Base Lease Payment												Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Mgmt Fee	Interest <sup>1</sup>	Monthly Use Tax	Full Maint Program <sup>2</sup>	Additional Services <sup>3</sup>	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges <sup>4</sup>	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Black / (0 I) Jet Black w/Premium Cloth Seat Trim</b>																		
6354723		TX	0.0000%	15,000	\$51,369.91	60	1.5500%	\$796.23	\$61.37	\$150.33	\$0.00	\$57.02		\$1,064.95	\$3,596.11	\$10,000.00	\$0.00	\$10,000.00
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Cherry Red Tintcoat / (0 I) Jet Black w/Premium Cloth Seat Trim</b>																		
6354724		TX	0.0000%	5,000	\$47,820.36	60	1.5500%	\$741.22	\$53.82	\$140.09	\$0.00	\$36.78		\$971.91	\$3,347.16	\$6,000.00	\$0.00	\$6,000.00
<b>2022 Chevrolet Tahoe Police Vehicle 4x2 - US (0 P) Black / (0 I) Jet Black w/Cloth Seat Trim</b>																		
6354722		TX	0.0000%	15,000	\$45,260.00	60	1.5500%	\$701.53	\$55.26	\$132.70	\$0.00			\$889.49	\$3,168.20	\$10,000.00	\$0.00	\$10,000.00
<b>2023 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB - US Summit White / Black Front Grille / Jet Black w/Vinyl Seat Trim</b>																		
6354715		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
6354716		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
6354718		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
6354719		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
6354720		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
6354721		TX	0.0000%	10,000	\$39,726.60	12	1.5500%	\$615.76	\$39.73	\$195.31	\$0.00	\$43.00		\$893.80	\$32,337.48	\$0.00	\$0.00	\$0.00
<b>2023 Chevrolet Silverado 3500HD Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB DRW - US (0 P) Summit White / (0 I) Jet Black w/Vinyl Seat Trim</b>																		
6354717		TX	0.0000%	5,000	\$48,059.85	48	1.5500%	\$744.93	\$48.06	\$164.55	\$0.00	\$37.29		\$994.83	\$12,303.21	\$0.00	\$0.00	\$0.00

Total Monthly Payment for 10 vehicles:

\$9,283.98

Total Initial Charges for 10 vehicles:

\$26,000.00

W



# FLEET MANAGEMENT

## Open-End (Equity) Lease Proposals

**Prepared For:** City of Parker Texas (618708)

## Prepared For:

## Proposal Summary

**Date:** 04/26/2022

roposal #: P559990  
Quantity: 10

<sup>1</sup>Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>2</sup>See the following pages for details of Full Maintenance Services.

<sup>3</sup>Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management.

<sup>4</sup>Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles

Proposal is subject to Customer's Credit Approval

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: City of Parker Texas

## City Administrator

April 27, 2022

### Title

Date

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Printed On 04/26/2022 05:57:10 AM


**FLEET  
MANAGEMENT**

# Open-End (Equity) Lease Proposal

**Date:** 04/26/2022

**Prepared For:** City of Parker Texas (618708)

## Capitalized Amount Calculations

**Proposal #:** P559990

**Prepared For:**
**Quantity:** 10

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle <sup>1</sup>	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total	
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Black / (0 I) Jet Black w/Premium Cloth Seat Trim</b>																		
6354723	Capitalized Price	\$48,009.91	(\$6,900.00)	\$60.00	\$41,169.91		\$0.00	(\$10,000.00)		\$0.00				\$0.00	\$200.00	\$0.00	\$20,000.00	\$51,369.91
	Billed on Delivery					\$0.00	\$0.00	\$10,000.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Cherry Red Tintcoat / (0 I) Jet Black w/Premium Cloth Seat Trim</b>																		
6354724	Capitalized Price	\$48,460.36	(\$6,900.00)	\$60.00	\$41,620.36		\$0.00	(\$6,000.00)		\$0.00				\$0.00	\$200.00	\$0.00	\$12,000.00	\$47,820.36
	Billed on Delivery					\$0.00	\$0.00	\$6,000.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
<b>2022 Chevrolet Tahoe Police Vehicle 4x2 - US (0 P) Black / (0 I) Jet Black w/Cloth Seat Trim</b>																		
6354722	Capitalized Price	\$35,000.00	\$0.00	\$60.00	\$35,060.00		\$0.00	(\$10,000.00)		\$0.00				\$0.00	\$200.00	\$0.00	\$20,000.00	\$45,260.00
	Billed on Delivery					\$0.00	\$0.00	\$10,000.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	
<b>2023 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB - US Summit White / Black Front Grille / Jet Black w/Vinyl Seat Trim</b>																		
6354715	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6354716	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6354718	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6354719	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6354720	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Initials

Meeting Date: 01/17/2023 Item 8.

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle <sup>1</sup>	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total	
6354721	Capitalized Price	\$45,666.60	(\$7,700.00)	\$60.00	\$38,026.60		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$1,500.00	\$39,726.60
	Billed on Delivery					\$0.00	\$0.00		\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 Chevrolet Silverado 3500HD Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB DRW - US (0 P) Summit White / (0 I) Jet Black w/Vinyl Seat Trim																		
6354717	Capitalized Price	\$45,999.85	(\$7,700.00)	\$60.00	\$38,359.85		\$0.00			\$0.00				\$0.00	\$200.00	\$0.00	\$9,500.00	\$48,059.85
	Billed on Delivery					\$0.00	\$0.00		\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

<sup>1</sup>Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

  
Initials


**FLEET  
MANAGEMENT**

# Open-End (Equity) Lease Proposal

Date: 04/26/2022

Prepared For: City of Parker Texas (618708)

## Additional Services Details

Proposal #: P559990

Prepared For:

Quantity: 10

Driver Information		Commercial Automobile Liability Enrollment	Physical Damage Management		Full Maintenance Program <sup>1</sup>				
Quote	Driver	Liability Limit	Comprehensive Deductible	Collision Deductible	Term	Total Contract Miles	Overt mileage Charge	Brake Sets	Tires
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Black / (0 I) Jet Black w/Premium Cloth Seat Trim</b>									
6354723					60	75,000	\$0.0550	0	0
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Cherry Red Tintcoat / (0 I) Jet Black w/Premium Cloth Seat Trim</b>									
6354724					60	25,000	\$0.0550	0	0
<b>2022 Chevrolet Tahoe Police Vehicle 4x2 - US (0 P) Black / (0 I) Jet Black w/Cloth Seat Trim</b>									
6354722					60	75,000	\$0.0550	0	0
<b>2023 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB - US Summit White / Black Front Grille / Jet Black w/Vinyl Seat Trim</b>									
6354715					12	10,000	\$0.0550	0	0
6354716					12	10,000	\$0.0550	0	0
6354718					12	10,000	\$0.0550	0	0
6354719					12	10,000	\$0.0550	0	0
6354720					12	10,000	\$0.0550	0	0
6354721					12	10,000	\$0.0550	0	0
<b>2023 Chevrolet Silverado 3500HD Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB DRW - US (0 P) Summit White / (0 I) Jet Black w/Vinyl Seat Trim</b>									
6354717					48	20,000	\$0.0550	0	0

<sup>1</sup>The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

  
Initials


**FLEET  
MANAGEMENT**

# Open-End (Equity) Lease Proposal

**Date:** 04/26/2022

**Prepared For:** City of Parker Texas (618708)

## Aftermarket & Other Costs

**Proposal #:** P559990

**Prepared For:**
**Quantity:** 10

### Other Costs

Quote	Driver	Description	Capitalized Price	Billed Price
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Black / (0 I) Jet Black w/Premium Cloth Seat Trim</b>				
6354723		Est. Command Equipment Cost	\$20,000.00	
<b>2022 Chevrolet Tahoe Commercial 4x2 - US (0 P) Cherry Red Tintcoat / (0 I) Jet Black w/Premium Cloth Seat Trim</b>				
6354724		Est. Fire Equipment Cost	\$12,000.00	
<b>2022 Chevrolet Tahoe Police Vehicle 4x2 - US (0 P) Black / (0 I) Jet Black w/Cloth Seat Trim</b>				
6354722		Est. Patrol Equipment Cost	\$20,000.00	
<b>2023 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB - US Summit White / Black Front Grille / Jet Black w/Vinyl Seat Trim</b>				
6354715		Est. Mini LED LB & Strobes	\$1,500.00	
6354716		Est. Mini LED LB & Strobes	\$1,500.00	
6354718		Est. Mini LED LB & Strobes	\$1,500.00	
6354719		Est. Mini LED LB & Strobes	\$1,500.00	
6354720		Est. Mini LED LB & Strobes	\$1,500.00	
6354721		Est. Mini LED LB & Strobes	\$1,500.00	
<b>2023 Chevrolet Silverado 3500HD Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB DRW - US (0 P) Summit White / (0 I) Jet Black w/Vinyl Seat Trim</b>				
6354717		Est. 9ft Flat Bed & Lighting	\$9,500.00	
		<b>Total Other Costs</b>	<b>\$70,500.00</b>	<b>\$0.00</b>

W

Initials


**FLEET  
MANAGEMENT**

Quantity:

1

**VEHICLE INFORMATION:**

2022 Chevrolet Tahoe Commercial 4x2 - US

Series ID: CC10706

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 46,259.40	\$ 48,900.00
Total Options	\$ 55.51	\$ 61.00
Destination Charge	<u>\$ 1,695.00</u>	<u>\$ 1,695.00</u>
<b>Total Price</b>	<b>\$ 48,009.91</b>	<b>\$ 50,656.00</b>

**SELECTED COLOR:**

Exterior: GBA - (0 P) Black

Interior: H0U - (0 I) Jet Black w/Premium Cloth Seat Trim

*W***SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
00Z	Not Equipped w/Front & Rear Park Assist	\$ -45.50	\$ -50.00
1FL	Preferred Equipment Group 1FL	NC	NC
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
B30	Color-Keyed Carpeting Floor Covering	\$ 177.45	\$ 195.00
B58	1st & 2nd Row Color-Keyed Carpeted Floor Mats	Included	Included
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHS	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PZX	Wheels: 18" x 8.5" Bright Silver Painted Aluminum	STD	STD
QDF	Tires: 265/65R18SL AS BW	STD	STD
R7N	Not Equipped w/Steering Column Lock	\$ -45.50	\$ -50.00
R9Y	Fleet Free Maintenance Credit	\$ -30.94	\$ -34.00
STDTM	Premium Cloth Seat Trim	STD	STD
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VK3	License Plate Front Mounting Package	NC	NC
ZW7	Premium Smooth Ride Suspension	STD	STD
ZY1	Solid Paint	STD	STD

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 4  
 Rear Cargo Door Type: liftgate  
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
 Spoiler: rear lip spoiler  
 Side Steps: yes  
 Door Handles: body-coloured  
 Front And Rear Bumpers: body-coloured front and rear bumpers  
 Rear Step Bumper: rear step bumper  
 Front License Plate Bracket: front license plate bracket  
 Body Material: galvanized steel/aluminum body material  
 : class IV trailering with harness, hitch  
 Body Side Cladding: black bodyside cladding  
 Grille: grille with chrome bar

## Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
 Air Filter: air filter  
 Rear Air Conditioning: rear air conditioning with separate controls  
 Cruise Control: cruise control with steering wheel controls  
 Power Windows: power windows with front and rear 1-touch down  
 1/4 Vent Rear Windows: power rearmost windows  
 Remote Keyless Entry: keyfob (all doors) remote keyless entry  
 Illuminated Entry: illuminated entry  
 Integrated Key Remote: integrated key/remote  
 Auto Locking: auto-locking doors  
 Passive Entry: proximity key  
 Valet Key: valet function  
 Trunk FOB Controls: keyfob trunk/hatch/door release  
 Steering Wheel: steering wheel with manual tilting, manual telescoping  
 Day-Night Rearview Mirror: day-night rearview mirror  
 Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
 Emergency SOS: emergency communication system  
 Front Cupholder: front and rear cupholders  
 Overhead Console: mini overhead console  
 Glove Box: locking glove box  
 Driver Door Bin: driver and passenger door bins  
 Rear Door Bins: rear door bins  
 Seatback Storage Pockets: 2 seatback storage pockets  
 IP Storage: covered bin instrument-panel storage  
 Driver Footrest: driver's footrest  
 Retained Accessory Power: retained accessory power  
 Power Accessory Outlet: 1 12V DC power outlet  
 AC Power Outlet: 2 120V AC power outlet

## Entertainment Features:

radio AM/FM stereo with seek-scan  
 Voice Activated Radio: voice activated radio  
 Speed Sensitive Volume: speed-sensitive volume  
 Steering Wheel Radio Controls: steering-wheel mounted audio controls  
 Speakers: 6 speakers  
 Internet Access: internet access  
 TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
 1st Row LCD: 2 1st row LCD monitor  
 Wireless Connectivity: wireless phone connectivity  
 Antenna: window grid antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps  
 Front Wipers: variable intermittent Rainsense rain detecting wipers wipers  
 Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: DuraLife four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

3rd Row Headrests: 2 fixed third row head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 9

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

3rd Row Seat Type: fixed third row 60-40 split-bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual


**FLEET  
MANAGEMENT**

Quantity:

1

**VEHICLE INFORMATION:**

2022 Chevrolet Tahoe Commercial 4x2 - US

Series ID: CC10706

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 46,259.40	\$ 48,900.00
Total Options	\$ 505.96	\$ 556.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
<b>Total Price</b>	<b>\$ 48,460.36</b>	<b>\$ 51,151.00</b>

**SELECTED COLOR:**

Exterior: GSK - (0 P) Cherry Red Tintcoat      *W*

Interior: H0U - (0 I) Jet Black w/Premium Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
00Z	Not Equipped w/Front & Rear Park Assist	\$ -45.50	\$ -50.00
1FL	Preferred Equipment Group 1FL	NC	NC
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
B30	Color-Keyed Carpeting Floor Covering	\$ 177.45	\$ 195.00
B58	1st & 2nd Row Color-Keyed Carpeted Floor Mats	Included	Included
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
GSK_01	(0 P) Cherry Red Tintcoat	\$ 450.45	\$ 495.00
GU5	3.23 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHS	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PZX	Wheels: 18" x 8.5" Bright Silver Painted Aluminum	STD	STD
QDF	Tires: 265/65R18SL AS BW	STD	STD
R7N	Not Equipped w/Steering Column Lock	\$ -45.50	\$ -50.00
R9Y	Fleet Free Maintenance Credit	\$ -30.94	\$ -34.00
STDTM	Premium Cloth Seat Trim	STD	STD
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VK3	License Plate Front Mounting Package	NC	NC
ZW7	Premium Smooth Ride Suspension	STD	STD
ZY1	Solid Paint	STD	STD

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Side Steps: yes  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Body Side Cladding: black bodyside cladding  
Grille: grille with chrome bar

## Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

## Entertainment Features:

radio AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps  
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers  
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: DuraLife four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

3rd Row Headrests: 2 fixed third row head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 9

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat tumble forward

Rear Seat Armrest: rear seat centre armrest

3rd Row Seat Type: fixed third row 60-40 split-bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual


**FLEET  
MANAGEMENT**

Quantity:

1

**VEHICLE INFORMATION:**

2022 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC10706

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 46,259.40	\$ 48,900.00
Total Options	\$ -3,867.50	\$ -4,250.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
<b>Total Price</b>	<b>\$ 44,086.90</b>	<b>\$ 46,345.00</b>

**SELECTED COLOR:**

Exterior: GBA - (0 P) Black 10  
 Interior: H1T - (0 I) Jet Black w/Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
00Z	Not Equipped w/Front & Rear Park Assist	\$ -45.50	\$ -50.00
1FL	Preferred Equipment Group 1FL	\$ -3,776.50	\$ -4,150.00
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C5Z	GVWR: 7,200 lbs (3,266 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHS	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PXT	Wheels: 20" x 9" Steel	Included	Included
R7N	Not Equipped w/Steering Column Lock	\$ -45.50	\$ -50.00
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Skid Plates: skid plates  
Side Steps: yes  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Body Side Cladding: black bodyside cladding  
Grille: grille with chrome bar

## Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Keyless Open and Start proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

## Entertainment Features:

radio AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps  
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: DuraLife four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

**Seats And Trim:**

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat tumble forward  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:  
Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:  
Transmission 10-speed automatic w/ OD and auto-manual



# FLEET MANAGEMENT

Quantity:

6

**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 158.9 in. WB - US

Series ID: CK20743

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$ 42,097.00	\$ 44,500.00 (Est.)
Total Options	\$ 1,874.60	\$ 2,060.00 (Est.)
Destination Charge	\$ 1,695.00	\$ 1,695.00
<b>Total Price</b>	<b>\$ 45,666.60</b>	<b>\$ 48,255.00 (Est.)</b>

**SELECTED COLOR:**

Exterior: GAZ / GRIL - Summit White / Black Front Grille *W*  
 Interior: H2G - Jet Black w/Vinyl Seat Trim

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC (Est.)
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included (Est.)
AE7	Front 40/20/40 Split-Bench Seats	Included	Included (Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included (Est.)
AKP	Solar Absorbing Tinted Glass	Included	Included (Est.)
AQQ	Remote Keyless Entry	Included	Included (Est.)
BG9	Rubberized-Vinyl Floor Covering	Included	Included (Est.)
BLUE	Bluetooth For Phone	Included	Included (Est.)
CGN	Black Chevytec Spray-On Bedliner w/Chevrolet Logo	\$ 495.95	\$ 545.00 (Est.)
DLN	Heated Power-Adjustable Outside Mirrors	\$ 45.50	\$ 50.00 (Est.)
GAZ_01	Summit White	NC	NC (Est.)
GRIL	Black Front Grille	Included	Included (Est.)
GT4	3.73 Rear Axle Ratio	STD	STD (Est.)
H2G_02	Jet Black w/Vinyl Seat Trim	NC	NC (Est.)
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD (Est.)
JGD	GVWR: 10,450 lbs (4,740 kgs)	Included	Included (Est.)
JL1_	Integrated Trailer Brake Controller (Fleet)	\$ 250.25	\$ 275.00 (Est.)
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included (Est.)
KW7	170 Amp Alternator	Included	Included (Est.)
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	STD	STD (Est.)
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included (Est.)
MCAP	Black Mirror Caps	Included	Included (Est.)
MYD	Transmission: HD 6-Speed Automatic	STD	STD (Est.)
N33	Manual Tilt-Wheel Steering Column	Included	Included (Est.)
NQF	2-Speed Electronic Shift Transfer Case	Included	Included (Est.)
PYN	Wheels: 17" Silver Painted Steel	Included	Included (Est.)
QHQ	Tires: LT245/75R17E AS BW	Included	Included (Est.)
QK1	Standard Tailgate	Included	Included (Est.)
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included (Est.)
R9Y	Fleet Free Maintenance Credit	\$ -40.95	\$ -45.00 (Est.)
STDTM	Vinyl Seat Trim	Included	Included (Est.)
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included (Est.)
UQF	6-Speaker Audio System	Included	Included (Est.)
VH6	Black Front Bumper	Included	Included (Est.)
VJG	Black Rear Bumper	Included	Included (Est.)
VK3	Front License Plate Kit	NC	NC (Est.)
VQO	Black Work Step (LPO)	\$ 432.25	\$ 475.00 (Est.)

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WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC (Est.)
Z85	Suspension Package	STD	STD (Est.)
ZLQ	WT Fleet Convenience Package	\$ 691.60	\$ 760.00 (Est.)
ZY1	Solid Paint	STD	STD (Est.)

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Side Steps: yes  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Bed Liner: bed liner  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Fender Flares: black fender flares  
Grille: black grille

## Convenience Features:

Air Conditioning manual air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

## Entertainment Features:

radio AM/FM/Satellite-prep with seek-scan  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer

Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
Brake Pad Wear: brake pad wear

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints

**Seats And Trim:**

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Cabback Insulator: cabback insulator  
Shift Knob Trim: urethane shift knob

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Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



# FLEET MANAGEMENT

Quantity:

1

**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 3500HD Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB DRW - US

Series ID: CK30953

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$ 43,799.80	\$ 46,300.00 (Est.)
Total Options	\$ 505.05	\$ 555.00 (Est.)
Destination Charge	\$ 1,695.00	\$ 1,695.00
<b>Total Price</b>	<b>\$ 45,999.85</b>	<b>\$ 48,550.00 (Est.)</b>

**SELECTED COLOR:**

Exterior: GAZ - (0 P) Summit White *W*  
 Interior: H2G - (0 I) Jet Black w/Vinyl Seat Trim

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC (Est.)
9J4	Rear Bumper Delete	Included	Included (Est.)
9L3	SEO: Spare Tire & Wheel Delete	Included	Included (Est.)
A2S	4-Way Manual Driver Seat Adjuster	Included	Included (Est.)
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included (Est.)
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included (Est.)
AE7	Front 40/20/40 Split-Bench Seats	Included	Included (Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included (Est.)
AKP	Solar Absorbing Tinted Glass	Included	Included (Est.)
AQQ	Remote Keyless Entry	Included	Included (Est.)
BG9	Rubberized-Vinyl Floor Covering	Included	Included (Est.)
BLUE	Bluetooth For Phone	Included	Included (Est.)
CAPDEL	Capped Fuel Fill	Included	Included (Est.)
CAPS	Black Mirror Caps	Included	Included (Est.)
CTTDEL	Hitch Guidance Delete	Included	Included (Est.)
DD8	Auto-Dimming Inside Rearview Mirror	Included	Included (Est.)
DWI	Power-Adjustable Outside Mirrors	\$ 655.20	\$ 720.00 (Est.)
G9Y	GVWR: 14,000 lbs (6,350 kgs)	STD	STD (Est.)
GAZ_01	(0 P) Summit White	NC	NC (Est.)
GRILLE	Front Grille Bar w/Black Mesh Inserts	Included	Included (Est.)
GT4	3.73 Rear Axle Ratio	STD	STD (Est.)
H2G_02	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC (Est.)
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD (Est.)
JL1	Integrated Trailer Brake Controller	\$ 250.25	\$ 275.00 (Est.)
K34	Steering Wheel Mounted Electronic Cruise Control	Included	Included (Est.)
KW7	170 Amp Alternator	Included	Included (Est.)
L8T	Engine: 6.6L V8	STD	STD (Est.)
L8TBAT	Heavy-Duty 80 Amp Battery	Included	Included (Est.)
MYD	Transmission: Heavy-Duty 6-Speed Automatic	STD	STD (Est.)
N33	Manual Tilt Wheel Steering Column	Included	Included (Est.)
NQF	2-Speed Electronic Shift Transfer Case	Included	Included (Est.)
P03	Painted Center Caps Wheel Trim	Included	Included (Est.)
PERLIT	Perimeter Lighting	Included	Included (Est.)
PYW	Wheels: 17" Painted Steel	STD	STD (Est.)
QQO	Tires: LT235/80R17E AS Highway BW	NC	NC (Est.)
R9Y	Fleet Free Maintenance Credit	\$ -40.95	\$ -45.00 (Est.)
SAFDEL	Tire Carrier Lock Delete	Included	Included (Est.)

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SFW_	Back-Up Alarm Calibration	Included	Included (Est.)
STDTM	Vinyl Seat Trim	Included	Included (Est.)
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included (Est.)
UQF	6-Speaker Audio System Feature	Included	Included (Est.)
VH6	Black Front Bumper	Included	Included (Est.)
VK3	Front License Plate Kit	NC	NC (Est.)
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC (Est.)
Z82DEL	Trailering Package Delete	Included	Included (Est.)
Z85	Suspension Package	STD	STD (Est.)
ZLQ	WT Fleet Convenience Package	\$ 691.60	\$ 760.00 (Est.)
ZW9	Pickup Box Delete	\$ -1,051.05	\$ -1,155.00 (Est.)
ZY1	Solid Paint	STD	STD (Est.)

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 4  
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
: trailering with brake controller  
Fender Flares: black fender flares  
Grille: black grille

## Convenience Features:

Air Conditioning manual air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

## Entertainment Features:

radio AM/FM/Satellite-prep with seek-scan  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cab clearance lights  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge

Clock: in-radio display clock  
 Systems Monitor: systems monitor  
 Check Control: redundant digital speedometer  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Low Oil Level Warning: low-oil-level warning  
 Low Coolant Warning: low-coolant warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Brake Fluid Warning: brake-fluid warning  
 Turn Signal On Warning: turn-signal-on warning  
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
 Brake Pad Wear: brake pad wear

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: full-size spare tire  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: curtain 1st and 2nd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
 Front Bucket Seats: front split-bench 40-20-40 seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Front Centre Armrest Storage: front centre armrest with storage  
 Rear Seat Type: rear 60-40 split-bench seat  
 Rear Folding Position: rear seat fold-up cushion  
 Leather Upholstery: vinyl front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Cabback Insulator: cabback insulator  
 Shift Knob Trim: urethane shift knob

#### Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

#### Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Administrator Olson
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared:	January 9, 2023
Exhibits:	<u>None</u>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING A DONATION FROM JIMMY AND ELIZABETH PARKER OF GIFT BAGS VALUED AT APPROXIMATELY \$40 A PIECE TO THE POLICE DEPARTMENT PERSONNEL FOR A TOTAL DONATION AMOUNT OF APPROXIMATLEY \$532.

### SUMMARY

The Mayor and Council will consider accepting a donation from Jimmy and Elizabeth Parker for Police Department Personnel.

### 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:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Administrator Olson
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Luke Olson
Estimated Cost:	Date Prepared:	January 9, 2023
Exhibits:	<a href="#"><u>Proposed Ordinance</u></a>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 834  
APPOINTING AN INTERIM CITY ATTORNEY.

### SUMMARY

The office of Municipal Attorney is currently vacant. In accordance with Texas Local Government Code section 22.071, an appointment is to be made by ordinance.

The proposed ordinance would appoint an interim City Attorney to serve and fulfill the duties of the office while the search for the next full-time City Attorney continues.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023 via Municode Software
City Administrator	<i>Luke B. Olson</i>	Date:	01/13/2023

**ORDINANCE NO. 834**  
(*Appointment of Interim City Attorney*)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE APPOINTMENT OF AN INTERIM MUNICIPAL ATTORNEY.**

**WHEREAS**, Section 30.30 of the Code of Ordinances of the City of Parker, Texas, provides for the municipal officer position of Municipal Attorney; and

**WHEREAS**, Section 22.071 of the Texas Local Government Code provides that municipal officers shall be appointed by ordinance; and

**WHEREAS**, the office of Municipal Attorney is currently vacant; and

**WHEREAS**, the City is in need of an interim Municipal Attorney while a search is conducted for the next City of Parker Municipal Attorney; and

**WHEREAS**, such interim Municipal Attorney shall be authorized to represent the City in all legal matters pertaining to the City at the discretion and direction of the City Council;

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

**SECTION 1.** The City Council hereby approves the appointment of \_\_\_\_\_ as Interim Municipal Attorney, City of Parker, Texas.

**SECTION 2.** The actions of \_\_\_\_\_ taken pursuant to the authority granted herein, or having occurred prior to the date hereof and otherwise in accordance with this ordinance, are hereby approved, adopted, ratified, and confirmed in all respects.

**SECTION 3.** That the Interim Municipal Attorney shall have all duties and powers of the City of Parker Municipal Attorney including, but not limited to, those duties listed in Section 30.30 of the Code of Ordinances of the City of Parker, Texas.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 17th day of January, 2023, effective this date.

APPROVED:  
CITY OF PARKER

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Lee Pettle, Mayor

ATTEST:

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Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

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Interim City Attorney

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:	January 9, 2023
Exhibits:	1. <a href="#">Proposed Resolution</a> 2. <a href="#">Application(s) – 1 - (Emailed to Mayor/City Council only)</a> ○ <a href="#">Trudy Jackson</a>		

## AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2023-725 MAKING AN APPOINTMENT TO THE ZONING BOARD OF ADJUSTMENT (ZBA).

## SUMMARY

Current members:

Member	Position	Term Expiration
Steve Schoenekase	Place One (1)	Nov. 30, 2023
Randy Kercho	Place Two (2)	Nov. 30, 2024
Andrew Ellison	Place Three (3)	Nov. 30, 2023
Don Dickson	Place Four (4)	Nov. 30, 2024
Brian Deaver	Place Five (5)	Nov. 30, 2023
Lucy Estabrook	Alternate One (1)	Nov. 30, 2024
<b>Vacant</b>	Alternate Two (2)	Nov. 30, 2024

Alt. Place Two (2) is vacant. We received one application, which was provided to Council via email. Please review application(s).

## POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023

## **RESOLUTION NO. 2023-725**

*(2023 Zoning Board of Adjustment Appointment to Vacant Alternate Position)*

### **A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING AN ALTERNATE MEMBER TO SERVE ON THE ZONING BOARD OF ADJUSTMENT**

**WHEREAS**, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 156.67(B)(1) of the City of Parker Code of Ordinances;

**WHEREAS**, Resolution No. 2022-720, approved November 15, 2022, had one remaining Alternate Position, Alternate 2, which needs to be filled;

**WHEREAS**, the alternate member appointed herein shall begin service immediately and serve according to the Zoning Board of Adjustment Ordinance;

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

#### **SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024**

The following is hereby appointed to serve on the Zoning Board of Adjustment as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2

Trudy Jackson

#### **SECTION 2. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 17th day of January, 2023.

**CITY OF PARKER:**

Lee Pettle, Mayor

**ATTEST:**

Patti Scott Grey, City Secretary

**APPROVED AS TO FORM:**

Interim City Attorney

Proposed



## Council Agenda Item

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

### AGENDA SUBJECT

#### UPDATE(S):

FM2551

ANY COMMITTEE UPDATES, AS NEEDED.

MONTHLY/QUARTERLY REPORTS

[November 2022 – Building Permit/Code Report](#)

[December 2022 – Building Permit/Code Report](#)

[November 2022 – Court Report](#)

[December 2022 – Court Report](#)

[November 2022 – Finance \(monthly financials\) Report](#)

[December 2022 – Finance \(monthly financials\) Report](#)

[November 2022 – Police Report](#)

[December 2022 – Police Report](#)

[November 2022 – Republic Services Inc., dba Allied Waste Services of Plan](#)

[December 2022 – Republic Services Inc., dba Allied Waste Services of Plan](#)

[December 2022 – Website \(PIWIK\) Report](#)

### 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:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



## Council Agenda Item

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

### AGENDA SUBJECT

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

Jamie and LeAnn Turrentine donated tamales valued at \$60 to City Staff.

Jamie and LeAnn Turrentine donated tamales and toffee valued at \$65 to Police Department.

Jamie and LeAnn Turrentine donated Jason's Deli valued at \$350 to City Staff.

Maryam Boroujerdi donated 2 dozen Nothing Bundt cakes valued at \$25.00/dozen for City Staff.

Bobby Varner donated Toffee valued at \$50 to the Police Department.

David and Stephanie Leamy donated 7 dozen cookies valued at \$20 each to Administration, Fire and Police Department.

The Soleimani Family donated a Poppy Seed Pound Cake valued at \$15 each to City Hall, Fire and Police Department.

Hal and Ann Camp donated homemade pastry valued at \$10 to the Police Department.

Dan and Cheri Cummings donated cookies valued at \$15 to the Police Department.

Cathy and John Tryon donated cookies and a cake valued at \$25 to the Police Department.

Debra and Frank Merlin donated homemade pastry valued at \$10 to the Police Department.

The Levy's donated See's Candies Lollipops valued at \$27 to the Police Department.

Mary Ellen Cavanaugh donated assorted snacks valued at \$45 to the Police Department.

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey
Estimated Cost:	Date Prepared: January 10, 2023
Exhibits:	<a href="#"><u>Future Agenda Items</u></a>

### 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:	01/12/2023
City Attorney:	<i>Trey Lansford</i>	Date:	01/12/2023
City Administrator:	<i>Luke B. Olson</i>	Date:	01/13/2023

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2022</b>			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	4th Qtr 2023 Feb/Mar CC Agenda
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	4th Qtr 2023 Feb/Mar CC Agenda
	<b>Council Committee Updates</b>	Council	2022 0126 Any Committees updates, as needed
Tentatively - February 7, 2023	CIP	Lynch	MLP added 2022 0713; 2022 0720 MLP - after budget; Workshop
Tentatively - February 7, 2023	Sales Tax - 5/6/2023 Ballot Approval	Council	Added 2022 1220
Tentatively - February 7, 2023	May 6, 2023 - Council Term Length	Mayor/ICA	Added 2022 1018 after Workshop
February 7, 2023	Facility Bond & Sales Tax	Council	Added 2022 1206
February 21, 2023	Annual Racial Profiling Report/PD Report	PD	Annual
February 21, 2023	Fecht Donation	PD	Added November 2022
Tentatively - 2023	Water Rate Workshop	Pettle/Olson	Added 2023 0111 Mayor Agenda Meeting
Tentatively - 2023	Water Rate Ord.	Pettle/Olson	Added 2023 0111 Mayor Agenda Meeting
Tentatively - 2023	Fences in Drainage Easements	Lynch	Requested @ 2022 0802 CC Mtg
Tentatively - 2023	Water Rate/Usage Education	Lynch	2022 0906 CC Mtg
Tentatively - 2023	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due
Tentatively - 2023	Oncor & Frontier Franchise (All?) - Review Ongoing	Savage	2021 0615 added - When due
Tentatively - 2023	Workshop - Facility	Mayor	Added 2022 1012 After Agenda Meeting
Tentatively - 2023	Boards & Commissions - Attendance Policy Review	Mayor & Council member Meyer	Added at 2022 1115 CC Meeting