



**AGENDA**  
**CITY COUNCIL SPECIAL MEETING**  
**NOVEMBER 12, 2024 @ 6:00 PM**

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, November 12, 2024 at 6:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

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

**WORKSHOP (6:00 – 7:00 PM)**

Presentation from Jordan Ramirez regarding potential development in the general area of Gregory Lane and Hogge Road. Deliberate and give staff direction regarding same.

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

**PLEDGE OF ALLEGIANCE**

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

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

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

**ITEMS OF COMMUNITY INTEREST**

1. PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, NOVEMBER 13, 2024, 5 PM

CITY COUNCIL/PLANNING & ZONING COMMISSION JOINT WORKSHOP – (COMP) PLAN - **TENTATIVELY NOVEMBER 19, 2024**

REMINDER - CITY COUNCIL (CC) – TUESDAY, NOVEMBER 19, 2024

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 3, 2024

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 11, 2024, 5 PM

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 17, 2024

REMINDER - CITY COUNCIL (CC) – TUESDAY, JANUARY 7, 2025

PARKS AND RECREATION COMMISSION (P&R) - WEDNESDAY, JANUARY 8, 2025, 5 PM

**INDIVIDUAL CONSIDERATION ITEMS**

- [2.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.
- [3.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 878 REGARDING THE CITY OF PARKER'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) AND (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.
- [4.](#) CONSIDERATION, DISCUSSION, AND/OR APPROPRIATE ACTION ON RESOLUTION NO 2024-816 REGARDING APPROVAL OF THE 2024-2025 INVESTMENT POLICY.
- [5.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-817 REGARDING 7 VOTES FOR COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
- [6.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 879, APPROVING THE 2024 TAX ROLL.
- [7.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE APPROVAL OF RENOVATIONS TO BE MADE AT CITY HALL.
- [8.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-820, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.:
- [9.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-821, ABOLISHING THE NEWSLETTER COMMITTEE

## **ROUTINE ITEMS**

### [10.](#) UPDATE(S):

FM2551  
NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)  
COMP PLAN  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)  
PROJECTS IN PROGRESS  
ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)  
NOISE COMMITTEE  
MONTHLY/QUARTERLY REPORTS  
[Investment 3rd Qtr. Report 2024](#)  
ANY ADDITIONAL UPDATES

## **FUTURE AGENDA ITEMS**

### [11.](#) FUTURE AGENDA ITEMS

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

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.

## ADJOURN

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

I certify that this Notice of Meeting was posted on or before November 8, 2024, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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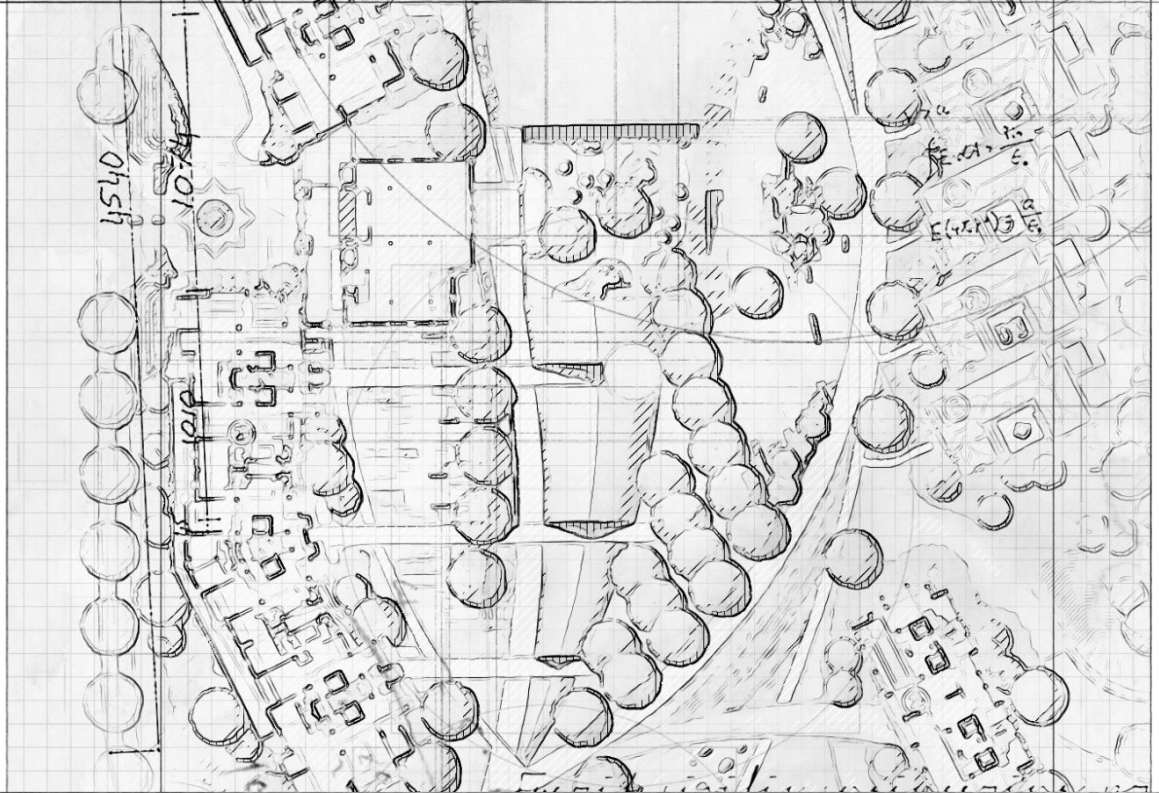
Date Notice Removed

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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.

## PROJECT HOMESTEAD





**MEET DANI AUSTIN**



daniaustin



In Parker TX



4,354  
posts

2.3M  
followers

2,731  
following

Dani Austin Ramirez

daniaustin

This account is basically one big inside joke 🤪

Watch our goofy family daily on stories & reels

Founder: @diviofficial

Podcast: @deinfluencedpodcast

[hoo.be/daniaustin](https://hoo.be/daniaustin)

BFF GROUP Dani's Deals 🎁👑

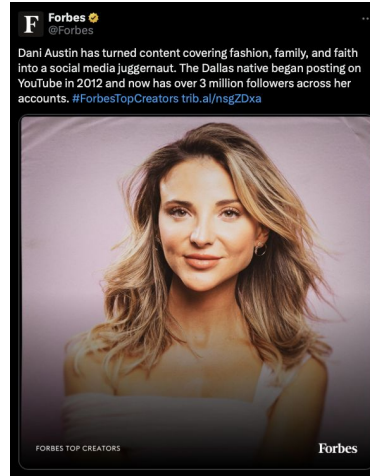
Professional dashboard

132M views in the last 30 days.

Edit profile

Share profile

Email

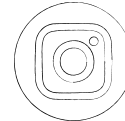


## Meet the Finalists: American Influencer Awards lifestyle blog finalist Dani Austin

Lifestyle blogger Dani Austin has found a community through vulnerability. Hear about how she shared her hair loss journey even though it was difficult.

**Robyn Neal** Robyn Neal, USA TODAY NETWORK Ventures Events

Published 6:26 p.m. ET Oct. 5, 2021



2.3M  
FOLLOWERS



918K  
FOLLOWERS



400K  
MONTHLY  
DOWNLOADS

## MEET JORDAN AND DANI



## MEET DIVI



INFLUENCER-FOUNDED BRAND GUIDE

## Dani Austin, Divi: Influencer brand to know

BY SARA SPRUCH-FEINER • JUL 18, 2023



### BREAKING NEWS

## Divi Hair Care Triples Footprint at Ulta Beauty

*The brand is expanding into three times more Ulta Beauty stores across the nation.*

InStyle

4M 4.6M 245K 127K Newsletters Sweepstakes

NEWS CELEBRITY BEAUTY LIFESTYLE FASHION WELLNESS SHOPPING ABOUT US

## A Shopper's Hair Is Growing "Like Weeds" Thanks to This On-Sale Growth Serum

Others noticed less shedding after just four days of use.

SHOP WITH US: FASHION BEAUTY WELLNESS HOME DEALS REVIEWS GIFT GUIDES

SHOP WITH US

## Emma Roberts Swears by This Scalp Serum for Growing Out Her Hair

By Larry Stansbury | June 17, 2024



Emma Roberts Dia Dipasupil/Getty Images



Attention Options Pros: Get Special Pricing - Limited Time Only  
TradeStation | Born To Trade  
TradeStation

Learn More



Top Story



## Divi Scalp & Hair Health expands into Ulta Beauty at Target

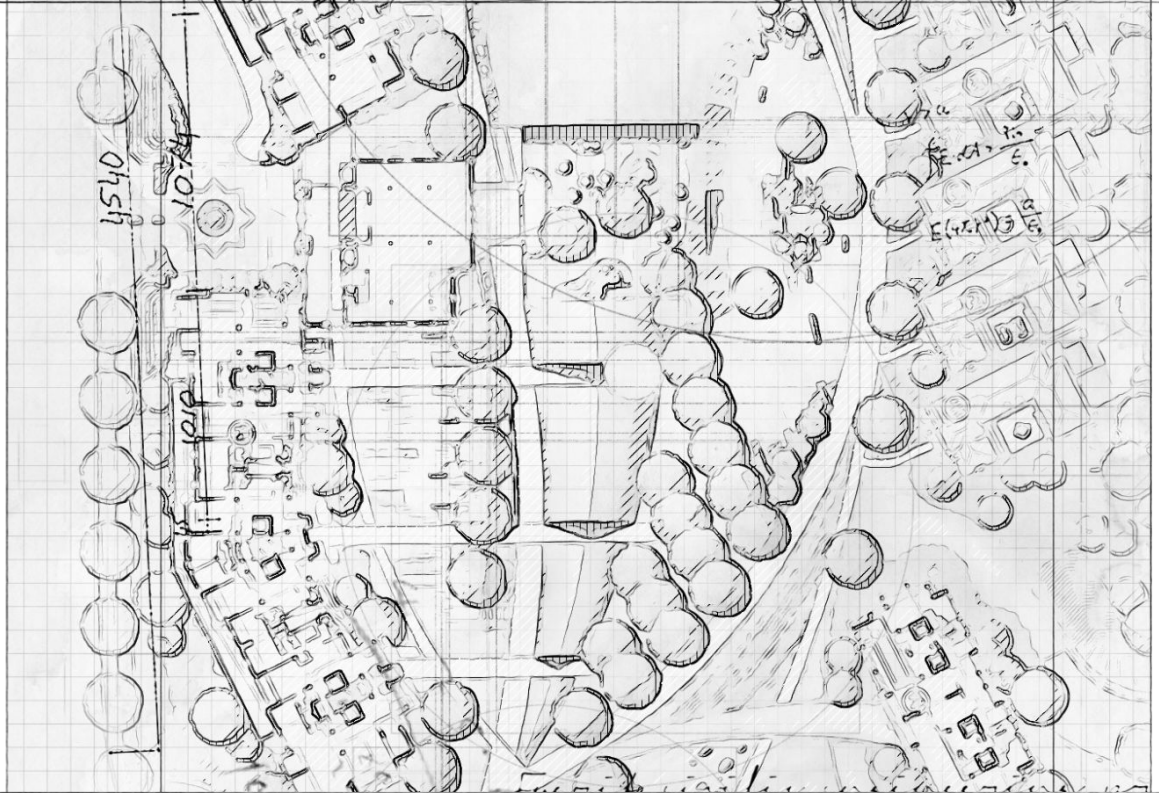
Science-backed hair care brand Divi Scalp & Hair Health has announced its expansion into over 500 [Ulta Beauty](#) at [Target](#) stores and online.



## MEET OUR FAMILY



## MEET PROJECT HOMESTEAD



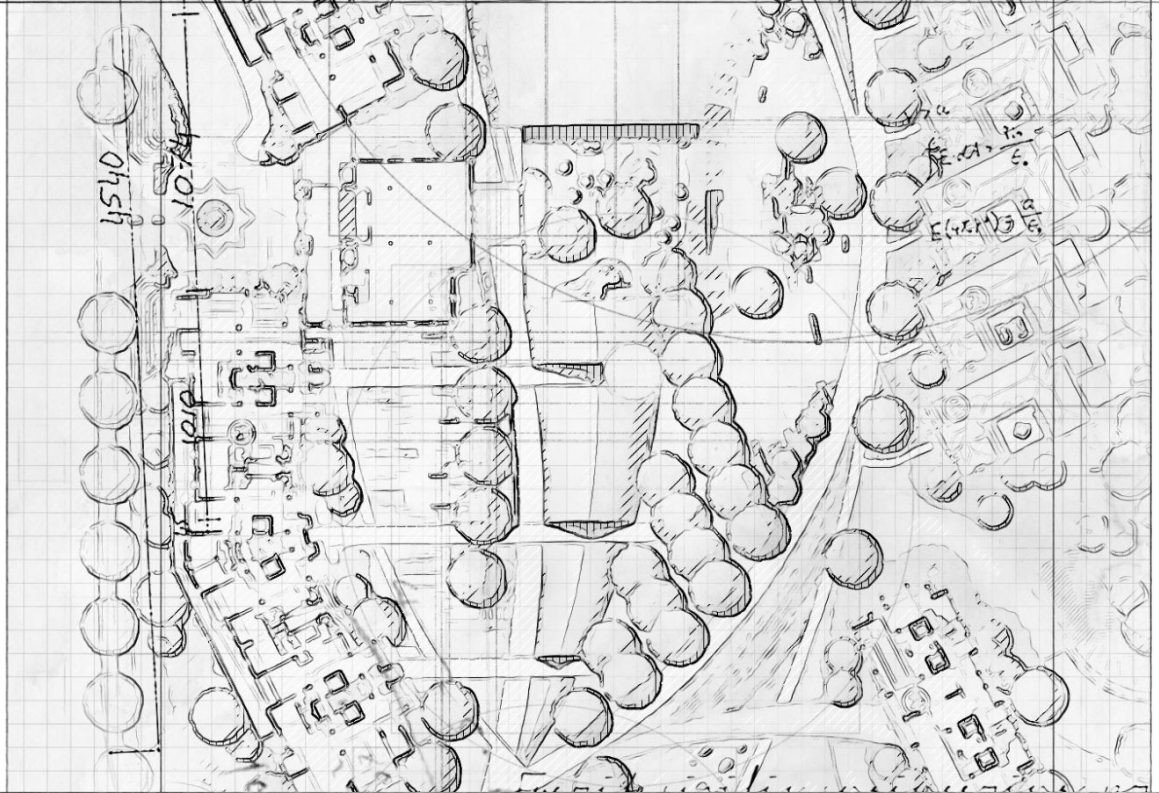
## HOMESTEAD (noun)

- a. The home and adjoining land occupied by a family
- b. An ancestral home
- c. House

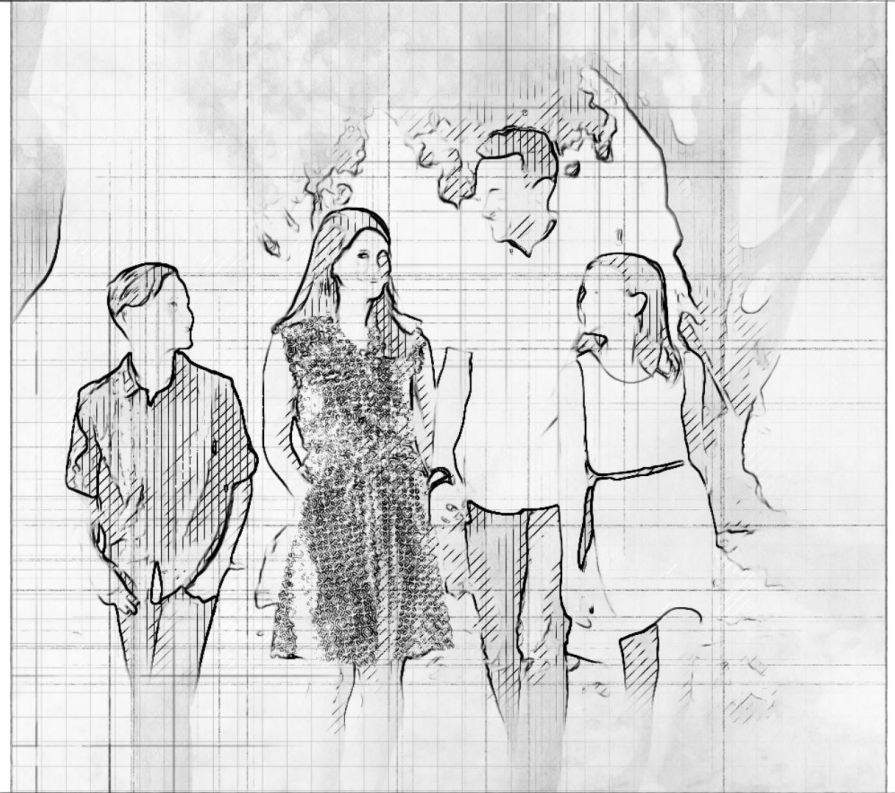




## WHY: PROJECT HOMESTEAD



# THE STATE OF THE AMERICAN FAMILY

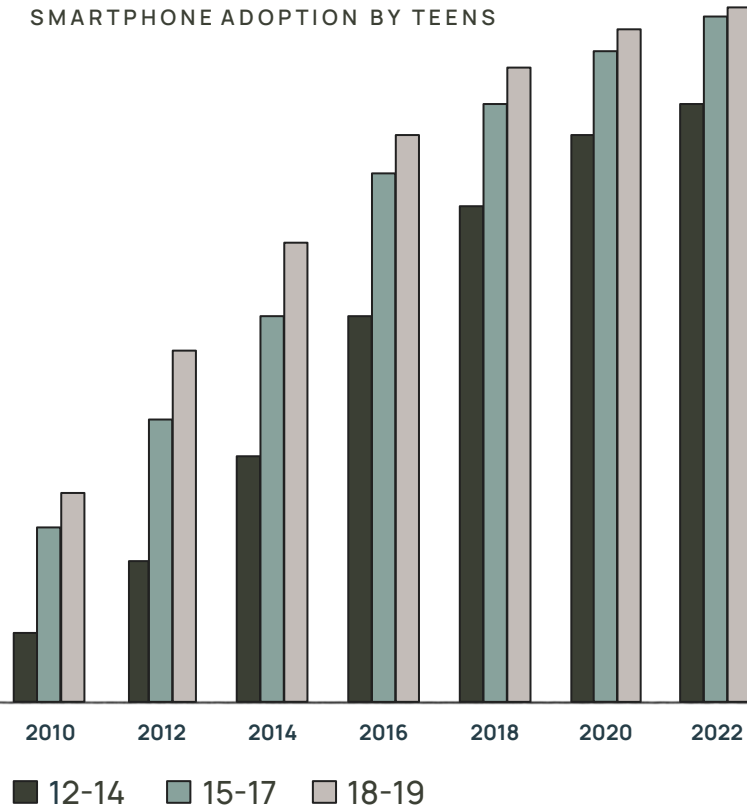




# THE RISE OF DIGITAL CHILDHOODS



### SMARTPHONE ADOPTION BY TEENS



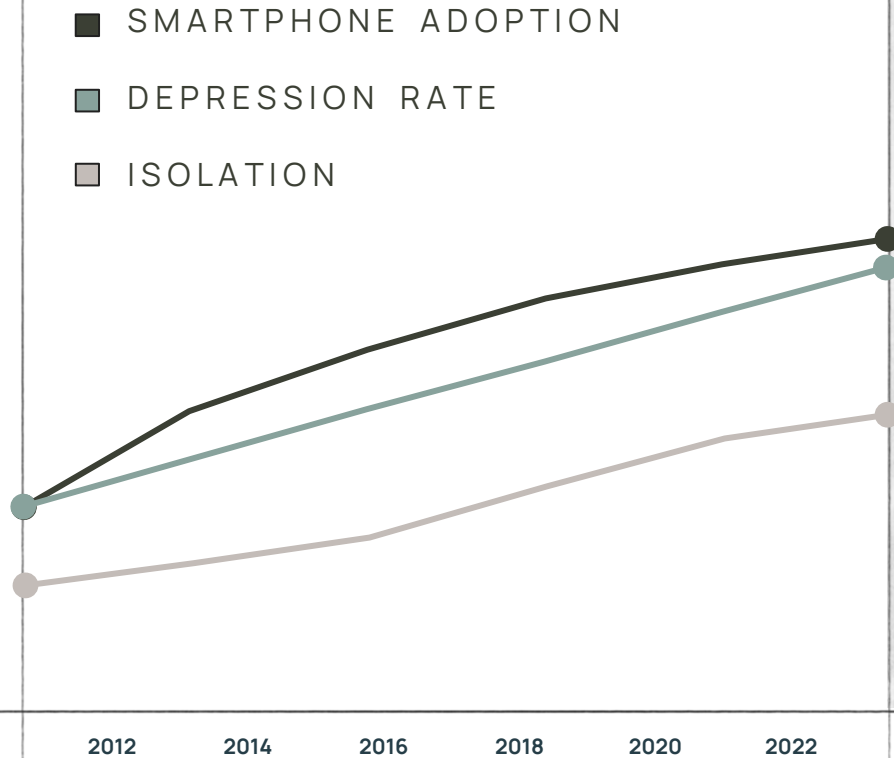
**97%**

of teens report  
daily internet usage.

**46%**

say they are online  
*almost constantly.*





The rates of clinical depression in teens doubled from **8%** to **16%** between 2012 and 2019, a period marked by the widespread adoption of smartphones and increased social media use








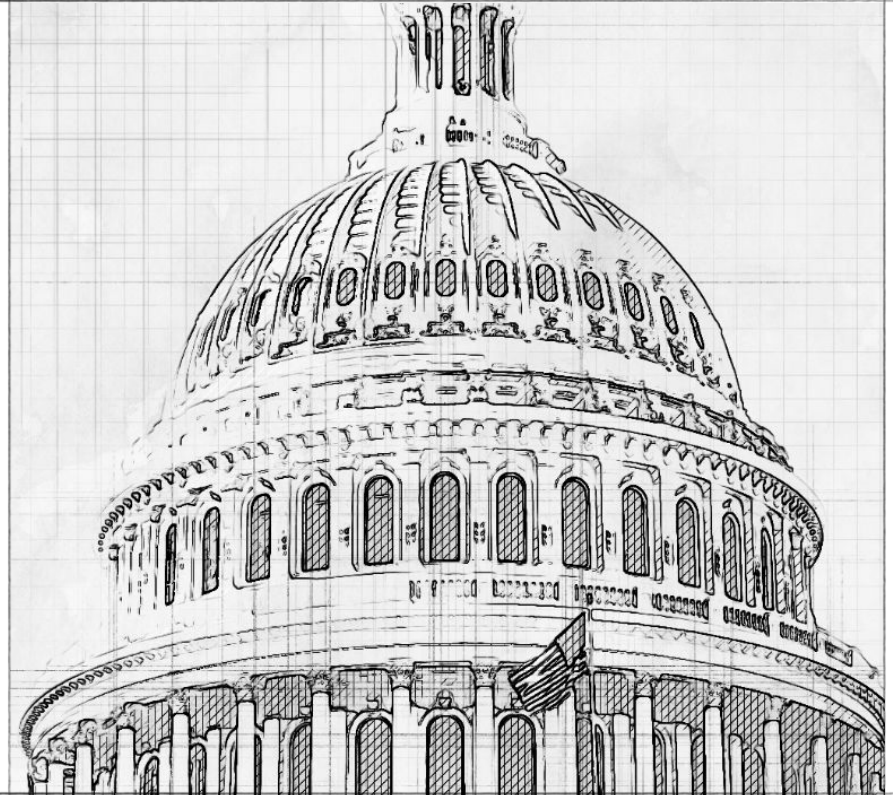
## Collective Action Problem

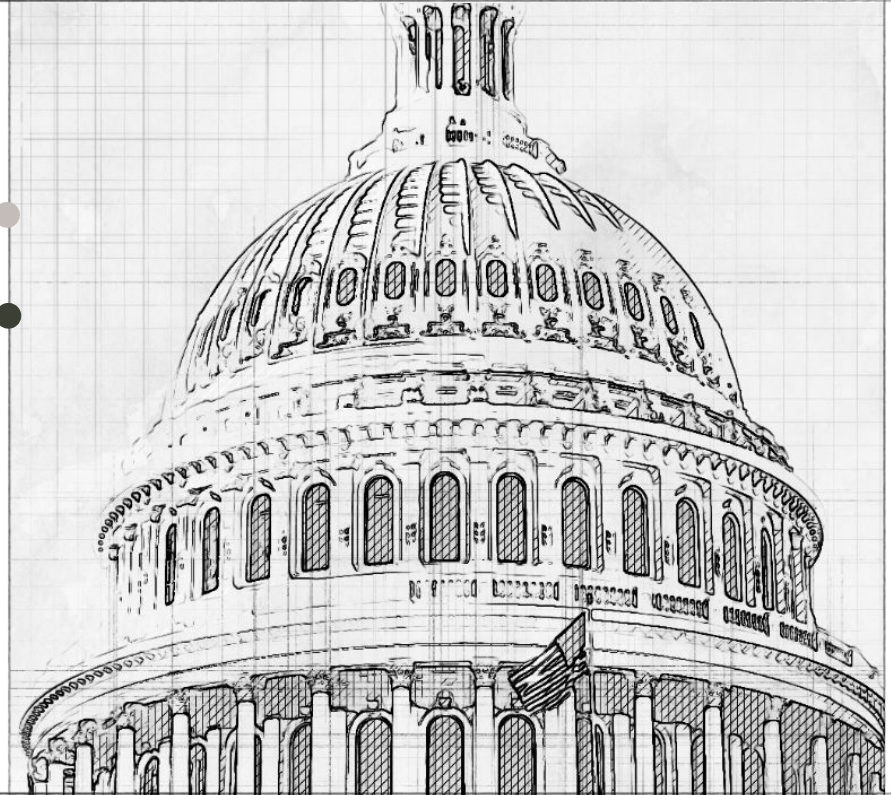
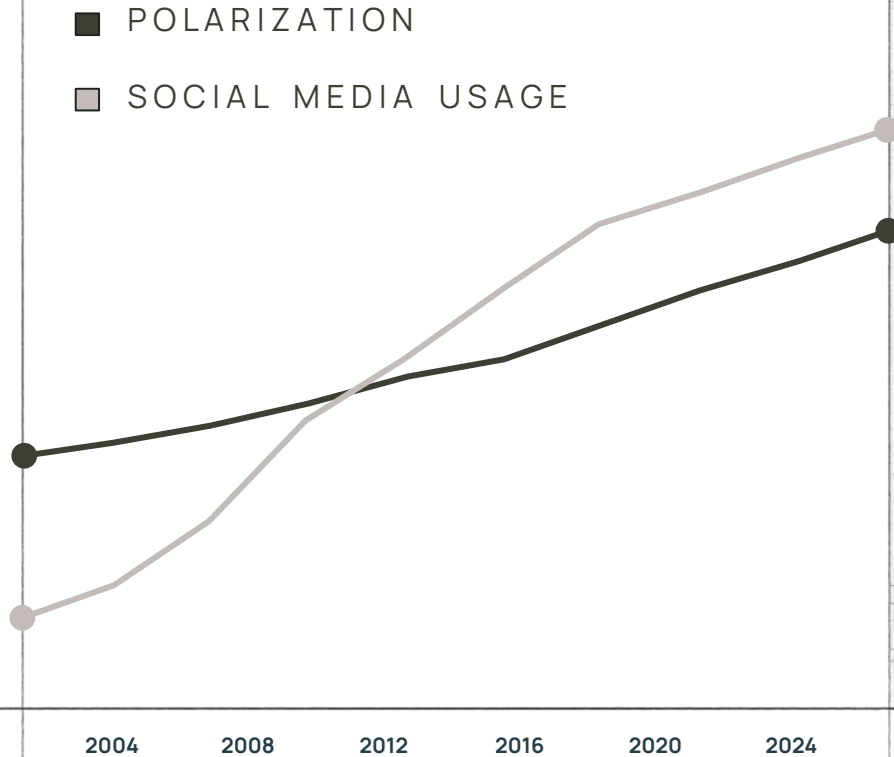
a situation in which all individuals would be better off cooperating but fail to do so because of conflicting interests between individuals that discourage joint action



“75,000 UK parents have come together to give their kids a smartphone-free childhood.”

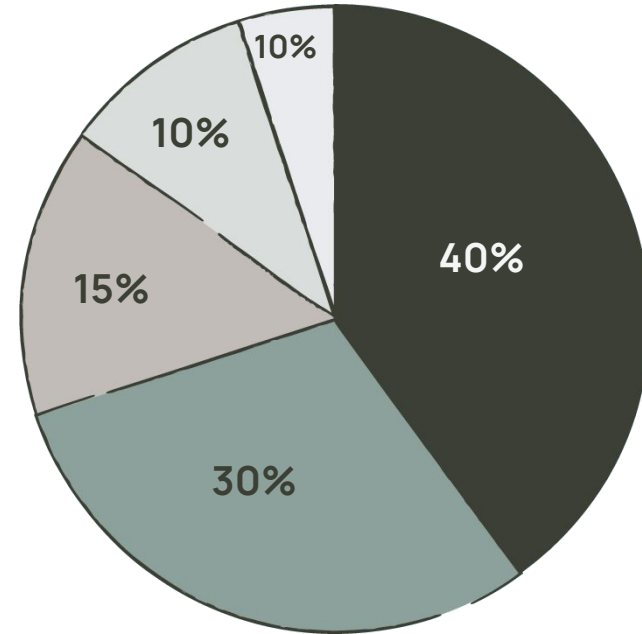
# THE RISE OF POLITICAL POLARIZATION





## AMERICAN THOUGHTS ON POLITICAL POLARIZATION

- VERY CONCERNED
- SOMEWHAT CONCERNED
- NEUTRAL
- SOMEWHAT UNCONCERNED
- NOT CONCERNED





# THE RISE OF RURAL RETREAT

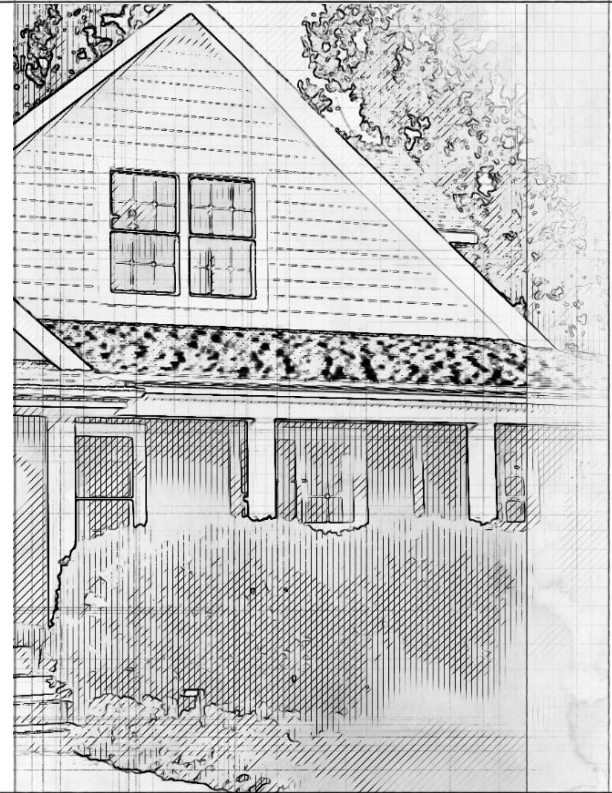


■ URBAN GROWTH RATE  
■ RURAL GROWTH RATE

2019 2020 2021 2022 2023

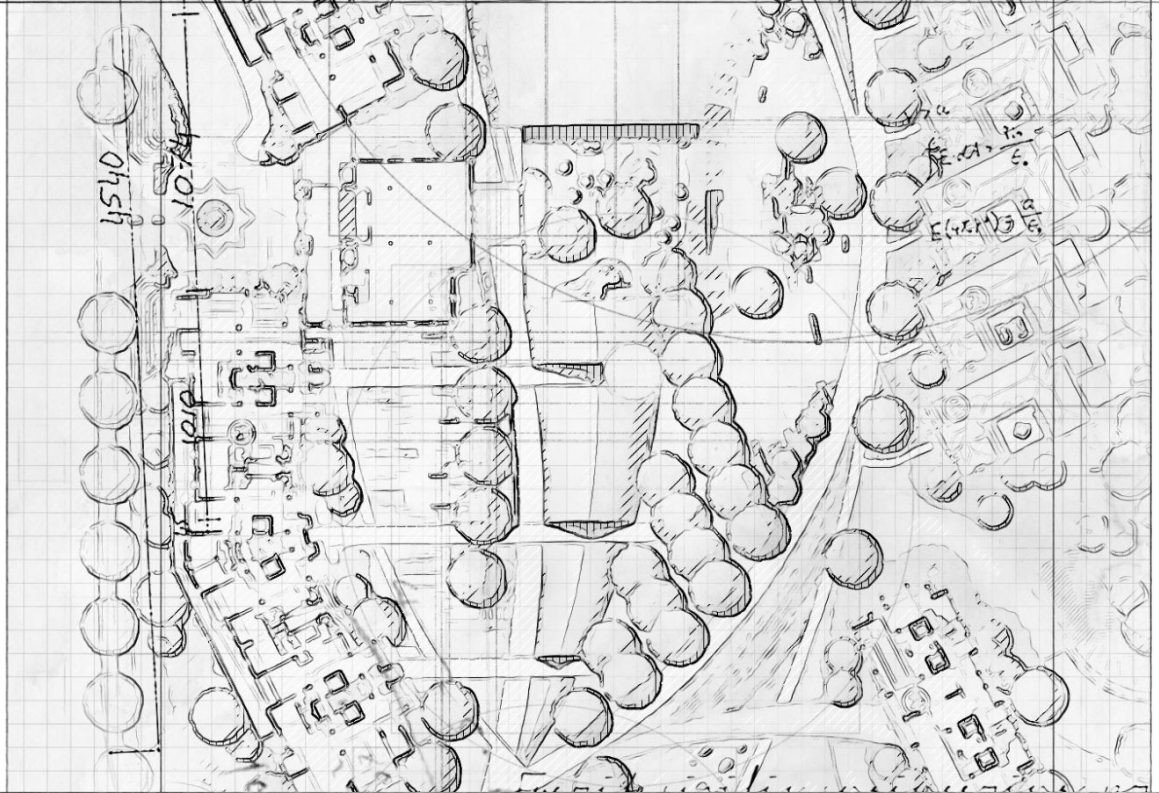


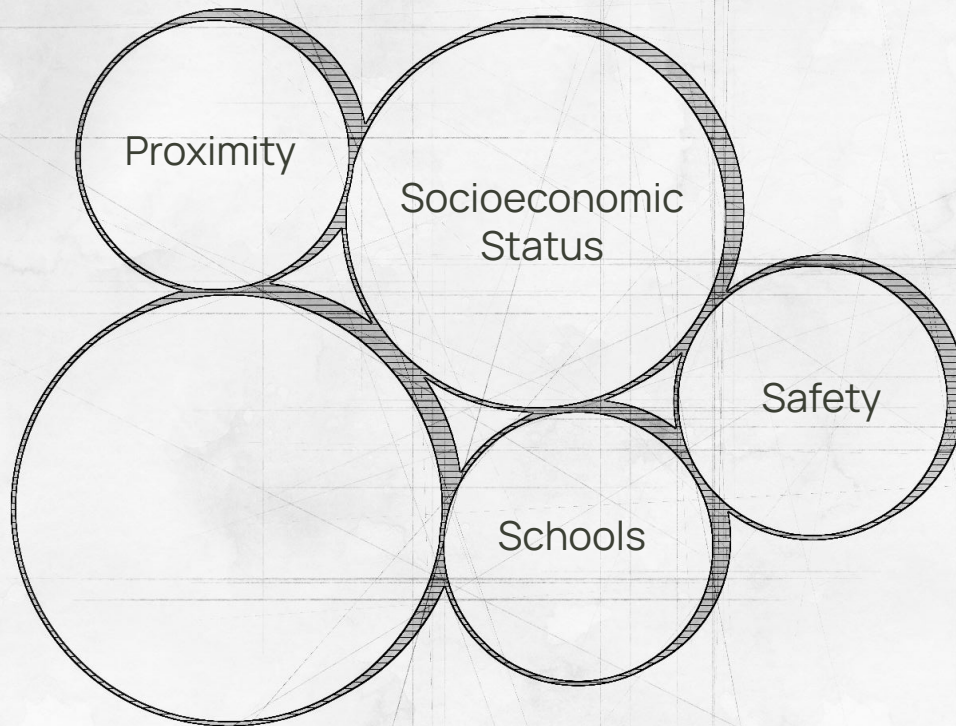
In the third quarter of 2023, Redfin reported that **30%** of their users were looking to move to a different metro area, with a significant number moving from high-cost urban areas like San Francisco and New York to more affordable suburban rural regions.





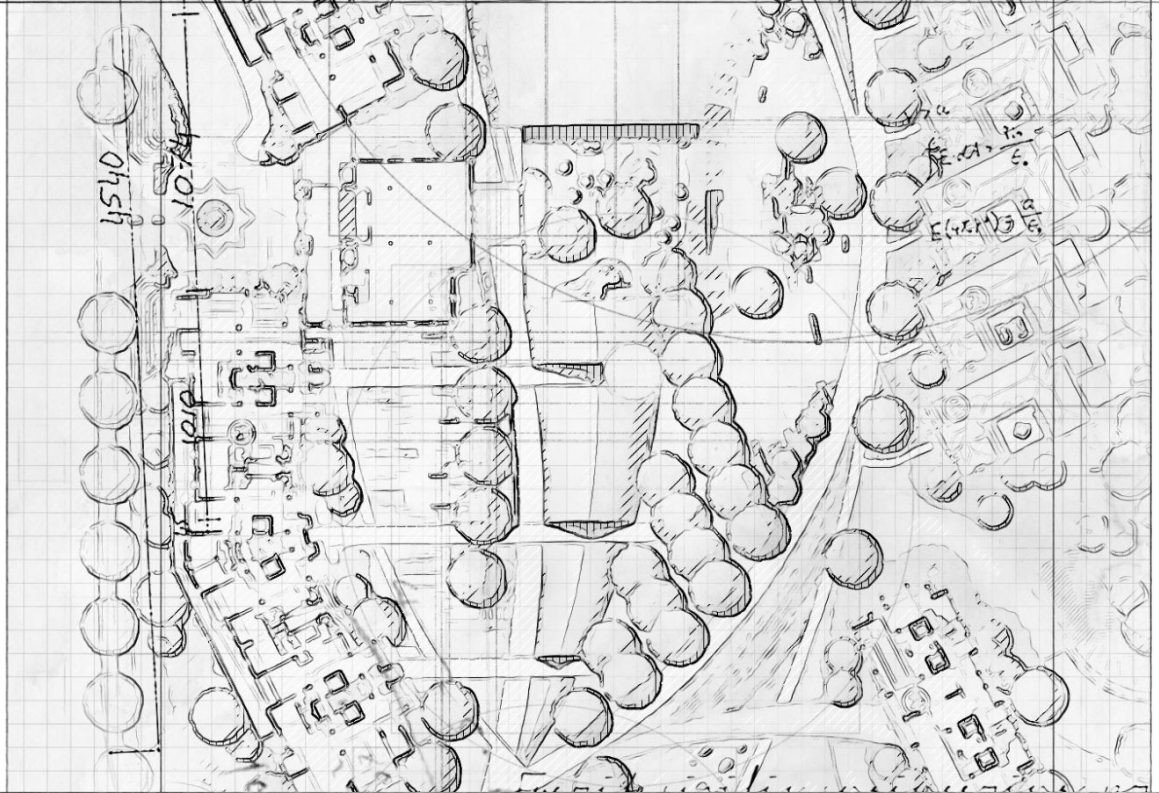
## WHAT: PROJECT HOMESTEAD

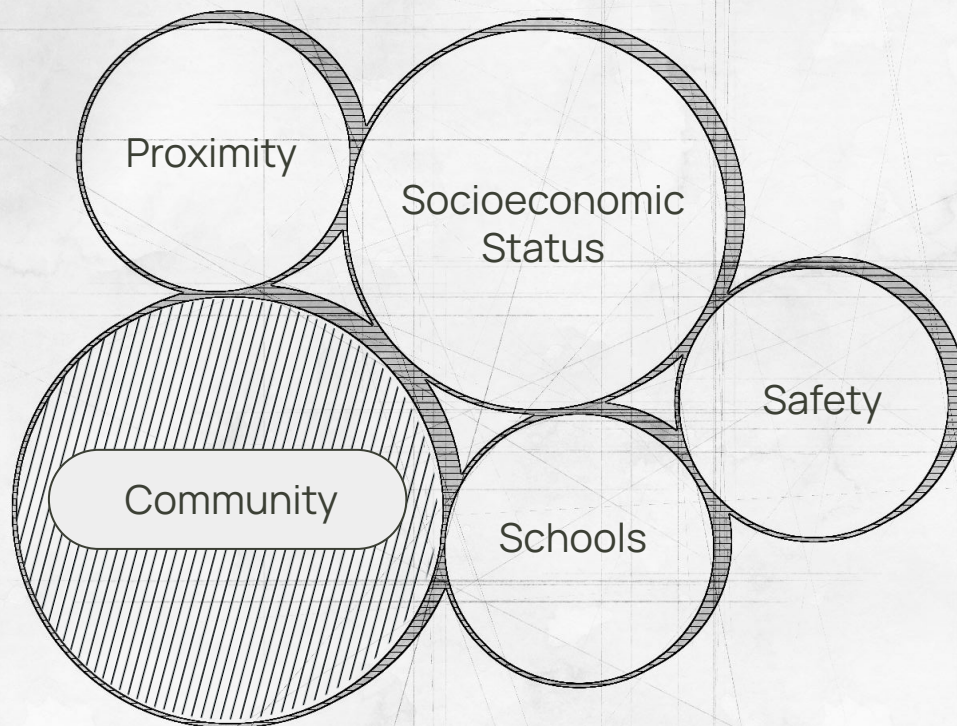






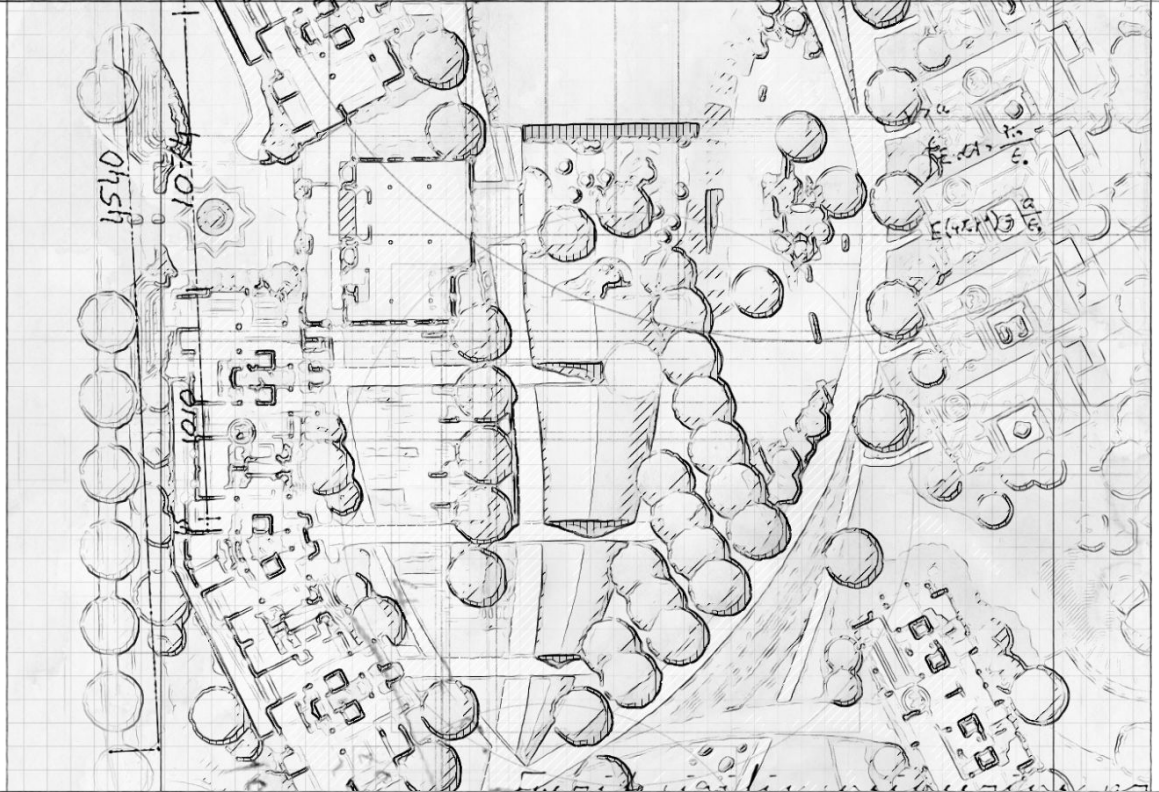
# PROJECT HOMESTEAD







WHO: PROJECT HOMESTEAD



Age: **25-45**

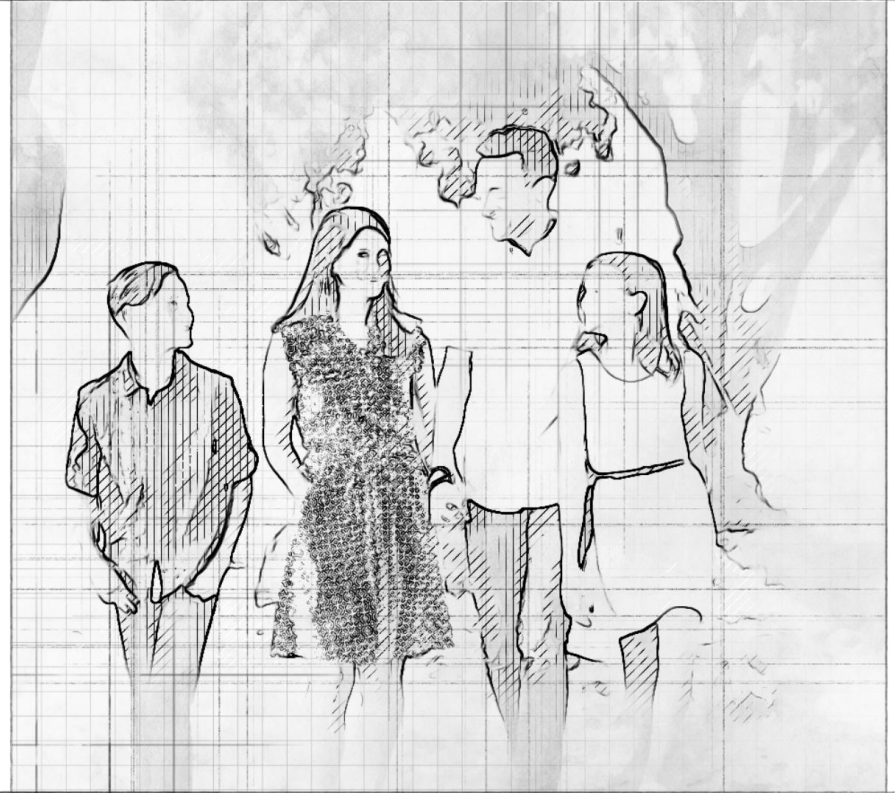
Income: **\$150k+**

Values: **Family**

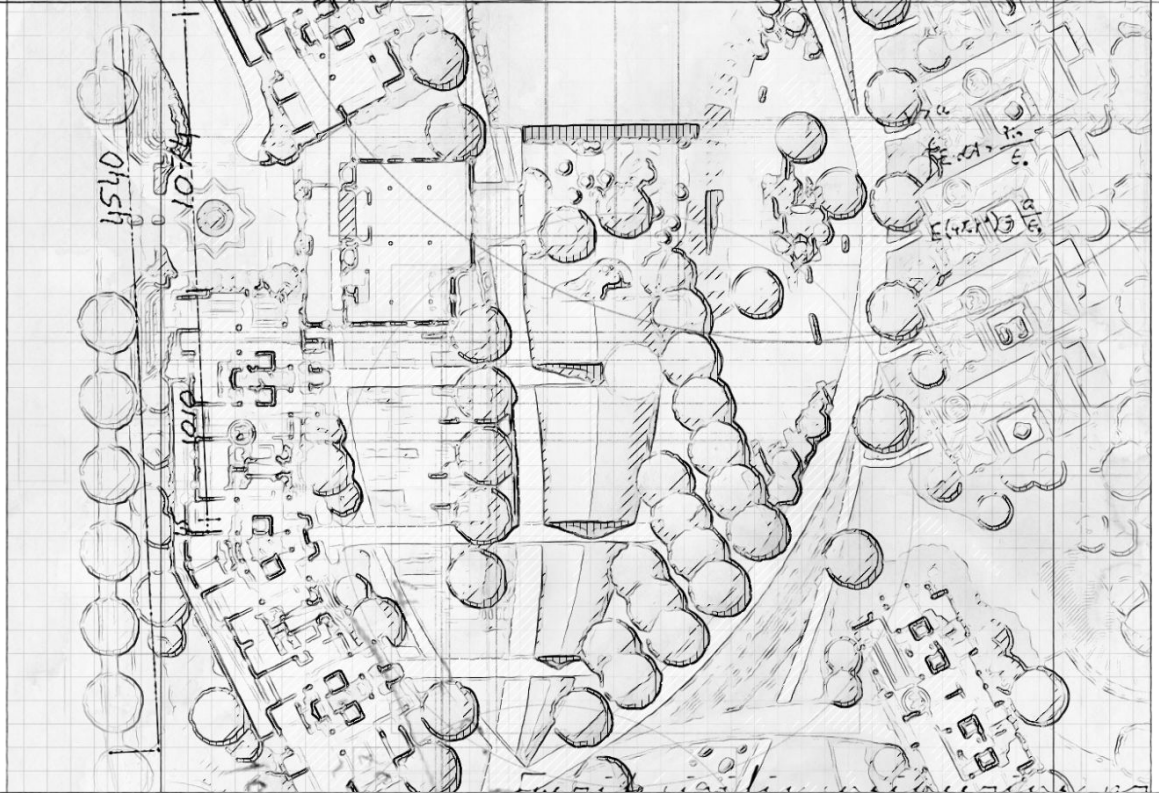
Values: **Independence**

Politics: **Moderate**

Family Size: **2+ Kids**



## WHERE: PROJECT HOMESTEAD

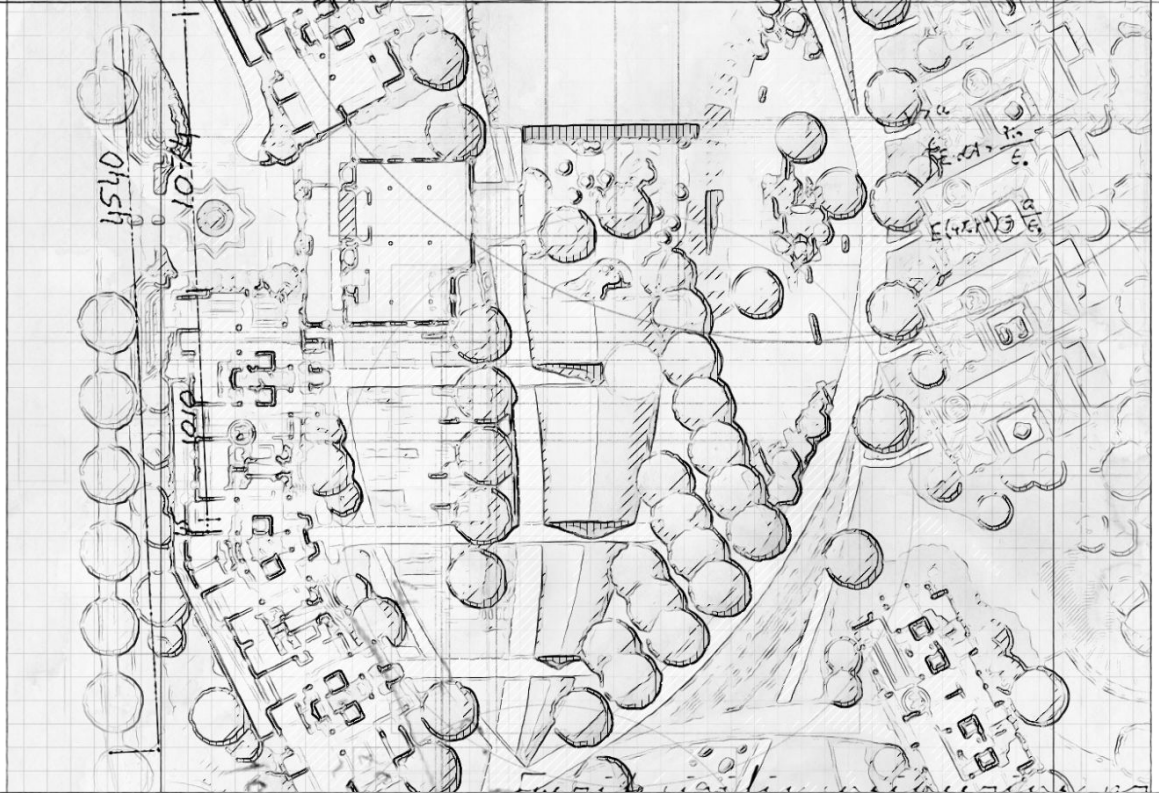


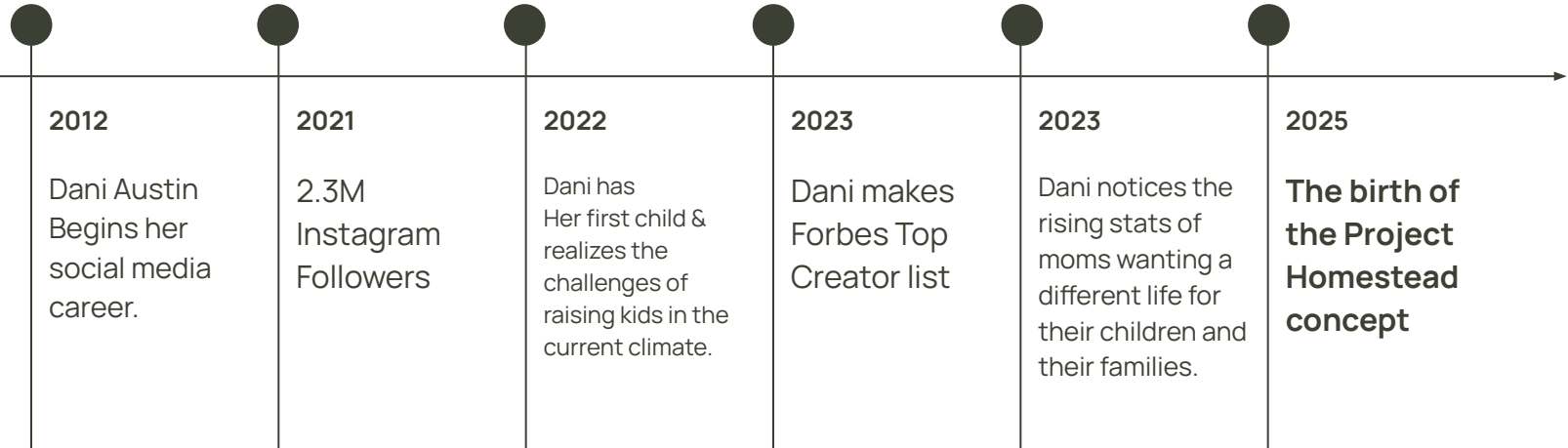




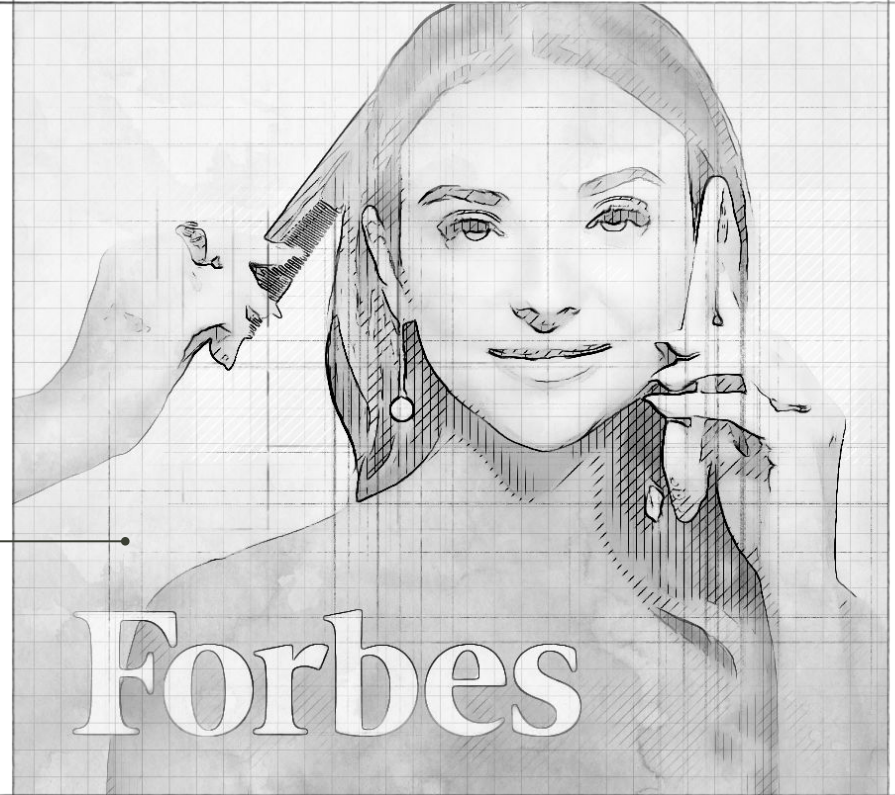


## HOW: PROJECT HOMESTEAD



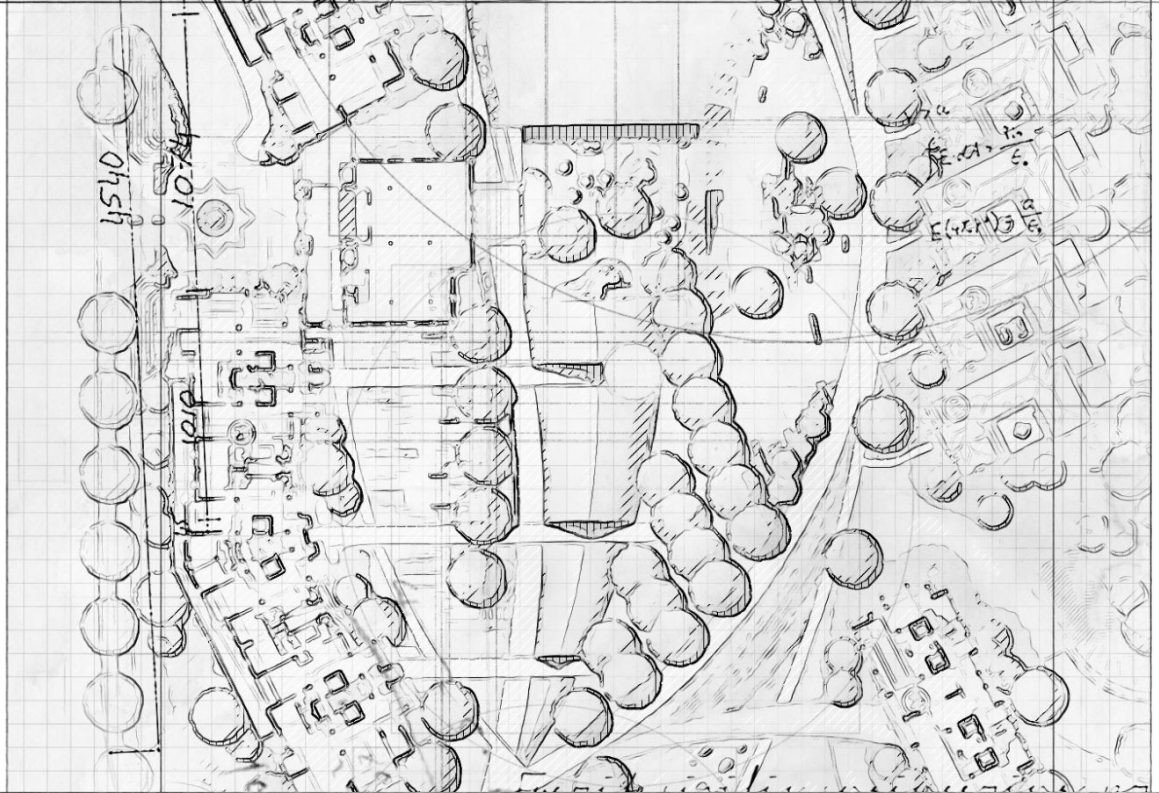


“Top social media creator  
develops a new world outside  
of social media for her followers.”





## Q&A: PROJECT HOMESTEAD





## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	October 31, 2024
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, NOVEMBER 13, 2024, 5 PM

CITY COUNCIL/PLANNING & ZONING COMMISSION JOINT WORKSHOP – (COMP) PLAN - **TENTATIVELY NOVEMBER 19, 2024**

REMINDER - CITY COUNCIL (CC) – TUESDAY, NOVEMBER 19, 2024

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 3, 2024

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 11, 2024, 5 PM

REMINDER - CITY COUNCIL (CC) – TUESDAY, DECEMBER 17, 2024

REMINDER - CITY COUNCIL (CC) – TUESDAY, JANUARY 7, 2025

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, JANUARY 8, 2025, 5 PM

### SUMMARY

Please review information provided.

### 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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Mike Sheff
Estimated Cost:	Date Prepared: October 31, 2024
Exhibits:	<a href="#"><u>Proposed Resolution</u></a>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.

### SUMMARY

My retirement as Fire Chief, effective as of October 31, 2024, requires Council appoint new department leadership.

Justin Miller, presently Assistant Fire Chief, and Jeffrey Kendrick, presently Division Chief,

- i) serve Parker in their current roles with distinction,
- ii) have 19 years (Fairview) and 21 years (Plano), respective fire service experience, and
- iii) possess the requisite certifications and education necessary to successfully perform in their new roles.

These candidates have my full support.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Mike Sheff</i>	Date:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-815**

*(Appointment of Fire Chief and Assistant Fire Chief)*

**A RESOLUTION OF THE CITY OF PARKER, TEXAS, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.**

**WHEREAS**, Ordinance 515 of the City of Parker ordinances requires the city council to appoint the Fire Chief and Assistant Fire Chief by majority vote of the city council; and

**WHEREAS**, the appointed officers serve at the pleasure of the city council; and

**WHEREAS**, the retirement of Fire Chief Mike Sheff will create a vacancy and the appointment of a new fire chief may create additional vacancies within the department;

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

**Section 1.** Justin Miller is appointed as Fire Chief for the City of Parker Fire Department effective November 1, 2024.

**Section 2.** Mr. Miller has met the following requirements and training to qualify for his position as Fire Chief as follows:

- a. An ability to interact and work with all members.
- b. An ability to work with City Council on all aspects of Department requirements.
- c. Minimum of thirty (30) hours training in incident command.
- d. Knowledge of City government functions and how they relate to the Fire Department.
- e. Ten years of paid or volunteer fire service.
- f. Minimum of sixty (60) hours training in officer development.
- g. Held prior tactical or officer position.
- h. No less than basic certification from SFFMA.

**Section 3.** Jeffrey Kendrick is appointed as Assistant Fire Chief for the City of Parker Fire Department effective November 1, 2024.

**Section 4.** Mr. Kendrick has met the following requirements and training to qualify for his position as Assistant Fire Chief as follows:

- a. An ability to interact and work with all members.
- b. An ability to work with City Council on all aspects of Department requirements.
- c. Minimum of thirty (30) hours training in incident command.
- d. Knowledge of City government functions and how they relate to the Fire Department.
- e. Five years of paid or volunteer fire service.
- f. Minimum of thirty (30) hours training in officer development.

**DULY RESOLVED** by the City Council of the City of Parker, Texas, on this \_\_\_\_\_ day  
of \_\_\_\_\_ November \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: November 6, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance</a></li> <li>2. <a href="#">Director of TMRS City and Member Services Colin Davidson Letter, dated October 28, 2024</a></li> <li>3. <a href="#">City of Parker 2025 Plan Change Study</a></li> <li>4. <a href="#">TMRS City Comparison – Collin County</a></li> <li>5. <a href="#">Supplemental Request FY24-25 Budget</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 878 REGARDING THE CITY OF PARKER'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) AND (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.

### SUMMARY

A supplemental request to add a COLA option to the employee's retirement plan was discussed during the budget workshops for FY2024-2025. The supplemental request was non-retroactive and used a rate of 70%. It was decided to discuss at a later date when a representative from TMRS could be present and answer questions.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/6/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/07/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/xx/2024

**ORDINANCE NO. 878**

(TMRS-USC-RT\_COLA-R)

**AN ORDINANCE REGARDING THE CITY OF PARKER'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.**

**WHEREAS**, the City of Parker, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

**WHEREAS**, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

**WHEREAS**, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

**WHEREAS**, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

**WHEREAS**, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

**WHEREAS**, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and transfer Updated Service Credits;

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

**Section 1. Adoption of Non-Retroactive Repeating COLAs.**

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and

beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by \_\_\_\_ [30%, 50% or 70%] of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

## **Section 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.**

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC"), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS,  
THIS 12<sup>TH</sup> DAY OF NOVEMBER 2024.**

APPROVED:  
CITY OF PARKER

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney





October 28, 2024

Grant Allen Savage  
Finance/HR Manager  
City of Parker  
5700 East Parker Rd.  
Parker, TX 75002

Dear Mr. Savage:

We are pleased to enclose a model ordinance for your city to adopt:

**100% Updated Service Credit with Transfers  
&  
30%, 50% or 70% Non-retroactive Cost of Living Adjustment Increase to Annuitants  
Both Annually Repeating**

**Both Effective January 1, 2025**

By statute, when a city offers Updated Service Credits (USC) on an annually repeating basis, the city must readopt this annually repeating provision when adopting Cost of Living Adjustments (COLA). Therefore, the enclosed ordinance includes the city's readoption of this benefit.

By adopting this ordinance, the city will not have to adopt an ordinance each year to reauthorize the calculation of USC/COLA. These benefits will remain in effect for future years until such time as they are discontinued by an ordinance adopted by the City Council.

With the adoption of this benefit, the city's contribution rate will be **18.56%, 20.38%, or 22.35%** respectively beginning January 1, 2025 depending on the option selected.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at [cityservices@tmrs.com](mailto:cityservices@tmrs.com).

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Davidson", is written over a light blue circular stamp.

Colin Davidson  
Director of City and Member Services

TEXAS MUNICIPAL RETIREMENT SYSTEM

P.O. Box 149153 • Austin, Texas 78714-9153  
800-924-8677 • [www.tmrs.com](http://www.tmrs.com)

## 2025 Rates • Parker

October 24, 2024

Plan Provisions	Current	Option 1	Option 2	Option 3
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	100% (Repeating)	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	None	30% (Repeating)	50% (Repeating)	70% (Repeating)
Retroactive COLA	No	No	No	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025	2025	2025
Normal Cost Rate	10.78%	11.83%	12.60%	13.44%
Prior Service Rate	<u>5.08%</u>	<u>6.51%</u>	<u>7.56%</u>	<u>8.69%</u>
Retirement Rate	<b>15.86%</b>	<b>18.34%</b>	<b>20.16%</b>	<b>22.13%</b>
Supplemental Death Rate	<u>0.22%</u>	<u>0.22%</u>	<u>0.22%</u>	<u>0.22%</u>
Total Contribution Rate	<b>16.08%</b>	<b>18.56%</b>	<b>20.38%</b>	<b>22.35%</b>
Unfunded Actuarial Liability	\$1,127,044	\$1,488,203	\$1,752,371	\$2,037,485
Funded Ratio	80.1%	75.3%	72.2%	69.0%
Benefit Increase Amortization Period	20 years	20 years	20 years	20 years

\* As of the December 31, 2023 valuation date, there were 10 employees with service in other TMRS cities eligible for transfer USC.

City	Employee Contribution Rate	City Matching Rate	Vesting Requirement	Retirement Eligibility	Updated Service Credit	COLA	COLA Type
Allen	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Anna	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Blue Ridge	7%	1:1	5 Years	20 Years	No	No	N/A
Celina	7%	2:1	5 Years	20 Years	100%	30%	Non-Retroactive
Fairview	7%	2:1	5 Years	20 Years	100%	50%	Non-Retroactive
Farmersville	5%	2:1	5 Years	20 Years	100%	70%	Retroactive
Frisco	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Josephine	7%	2:1	5 Years	20 Years	100%	No	N/A
Lavon	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Lowry Crossing	6%	1.5:1	5 Years	20 Years	No	No	N/A
Lucas	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
McKinney	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Melissa	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Murphy	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Nevada	7%	2:1	5 Years	20 Years	No	No	N/A
Parker	7%	2:1	5 Years	20 Years	100%	No	N/A
Plano	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Princeton	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Prosper	7%	2:1	5 Years	20 Years	100%	70%	Retroactive
Wylie	7%	2:1	5 Years	20 Years	100%	70%	Non-Retroactive

**CITY OF PARKER**  
**Supplemental Request**  
**FY 2024-25**

DEPARTMENT: Various**ITEM / POSITION REQUESTED:**

## TMRS - Cost of Living Adjustment

## WHY IS GOAL IMPORTANT?

Parker is 1 of 5 Collin County cities that does not have COLA included in their TMRS benefit. The other cities include Blue Ridge, Josephine, Lowry Crossing and Nevada. This supplemental request would provide employees with comparable retirement benefits to all other Collin County cities. The calculations below are based on adding a non-retroactive option at a rate of 70%.

**ITEMS NEEDED TO ACHIEVE GOAL (ITEMIZE BELOW):**

Account Number xx-xxx-xxxx	Account Description	One-Time Costs	Recurring Costs	Additional Notes or Comments
01-120-8023	TMRS		23,333	Addition of COLA to TMRS
01-130-8023	TMRS		3,236	Addition of COLA to TMRS
01-200-8023	TMRS		47,638	Addition of COLA to TMRS
01-300-8023	TMRS		7,277	Addition of COLA to TMRS
01-310-8023	TMRS		6,229	Addition of COLA to TMRS
			<b>87,713</b>	
03-600-8023	TMRS		30,844	Addition of COLA to TMRS
03-610-8023	TMRS		1,111	Addition of COLA to TMRS
			<b>31,955</b>	
	<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ 119,668</b>	
	<b>TOTAL</b>		<b>\$ 119,668</b>	<b>( One-Time + Recurring)</b>





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: November 6, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Investment Policy 2024-2025</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND/OR APPROPRIATE ACTION ON RESOLUTION NO 2024-816 REGARDING APPROVAL OF THE 2024-2025 INVESTMENT POLICY.

### SUMMARY

Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any changes made. The investment policy was last reviewed by City Council on November 14, 2023.

### 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>Grant Savage</i>	Date:	11/6/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/07/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-816**  
**(2024-2025 Investment Policy)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW AND REVISION OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY; ADOPTING THE 2024-2025 INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Public Funds Investment Act, Chapter 2256.005, Texas Government Code, the City Council of the City of Parker, Texas by resolution adopted an investment policy; and

**WHEREAS**, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies;

**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 has completed its review of the investment policies and investment strategies and proposes no new changes.

**SECTION 2.** The City of Parker 2024-2025 Investment Policy attached hereto as Exhibit "A" is hereby adopted and shall govern the investment policies and investment strategies for the City, and shall define the authority of the Investment Officers and any additional Investment Committee members from and after the effective date of this resolution.

**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 12<sup>th</sup> day of November, 2024.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettie, Mayor

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

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

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

**City of Parker**  
**2024-2025 Investment Policy**



## GLOSSARY of COMMON TREASURY TERMS

**Agencies:** Federal agency securities.

**Asked:** The price at which securities are offered.

**Bid:** The price offered for securities.

**Bankers' Acceptance (BA):** A draft of bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**Broker:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

**CDARS:** Certificate of Deposit Account Registry Service – A program that allows a depositor to deposit funds at one bank in excess of the FDIC insured limit, with the excess funds being divided and deposited in other banks in the CDARS program. The purpose of CDARS is to help depositors who invest in money market accounts or certificate of deposits (CD's) to stay below FDIC insurance limits at any given bank. Usually, to avoid exceeding FDIC limits at a single bank, consumers deposit their money in different banks. CDARS is a program that eliminates the need to go from bank to bank in order to deposit money and is comprised of a network of banks.

**Certificate of Deposit (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**Collateral:** Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Comprehensive Annual Financial Report (CAFR):** The official annual report for the City includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed statistical section.

**Coupon:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**Dealer:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Debenture:** A bond secured only by the general credit of the issuer.

**Delivery versus Payment (DVP):** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (DVR) (also called free). Delivery versus payment means delivery of securities with an exchange of money for the securities. Delivery versus receipt means delivery of securities with an exchange of a signed receipt for the securities.

**Discount:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**Discount Securities:** Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, for example, U.S. Treasury bills.

**Diversification:** Dividing investment funds among a variety of securities offering independent returns.

**Federal Credit Agencies:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, for example, S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**Federal Deposit Insurance Corporation (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

**Federal Funds Rate (the “Fed Rate”):** The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**Federal Home Loan Banks (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks in relation to member commercial banks.

**Federal National Mortgage Association (FNMA or Fannie Mae):** FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and secondary loans in addition to fixed rate mortgages. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Federal Open Market Committee (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

**Federal Reserve System:** The central bank of the United States was created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve (12) regional banks, and numerous commercial banks that are members of the system.

**Finance Director:** Shall reference the head of the Finance Department which position may be titled Finance Manager.

**Government National Mortgage Association (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

**Investment Committee:** Consists of the Mayor, City Administrator, Finance Director, and two other Council Members appointed by resolution.

**Investment Officer:** Consists of the City Administrator and Finance Director.

**Investment Official:** Consists of the Mayor, City Administrator, Finance Director, two other Council Members appointed by resolution, or staff selected by the Investment Committee.

**Liquidity:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

**Local Government Investment Pool (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**Market Value:** The price at which a security is trading and could presumably be purchased or sold.

**Master Repurchase Agreement:** To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party, and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allows investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

**Maturity:** The date on which the principal or stated value of an investment becomes due and payable.

**Money Market:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**Offer:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**Open Market Operations:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**Portfolio:** Collection of securities held by an investor.

**Primary Dealer:** A primary dealer is made up of a group of government securities dealers that submits daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and is subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

**Prudent Person Rule:** An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**Qualified Public Depositories:** A financial institution that does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, and that has segregated for the benefit of the Public Deposit Protection Commission eligible collateral having a value of not less than its maximum liability and which has been approved by the commission to hold public deposits.

**Rate of Return:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Repurchase Agreement (RP or REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

**Safekeeping:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SEC Rule 15C3-1:** See Uniform Net Capital Rule.

**Secondary Market:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**Securities & Exchange Commission (SEC):** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**Structured Notes:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

**Treasury Bills (T Bills):** A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**Treasury Bond:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**Treasury Notes:** Intermediate-term, coupon-bearing U.S. Treasury securities having initial maturities from one to ten years.

**Uniform Net Capital Rule:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**Yield:** The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par.



## **ARTICLE I PURPOSE AND NEED FOR POLICY**

Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature (“Public Funds Investment Act”) requires each city to adopt rules governing its investment practices and to define the authority of the Investment Officer and any additional Investment Committee members. The 2024-2025 Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and prudent fiscal management of the City of Parker, Collin County, Texas funds.

## **ARTICLE II SCOPE**

The Investment Policy applies to the investment and management of all funds under direct authority of the City of Parker, Collin County, Texas.

A. These funds are accounted for in the City’s Annual Financial Report and include the following:

- (1) General Fund;
- (2) Special Revenue Funds;
- (3) Capital Project Funds;
- (4) Enterprise Funds;
- (5) Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately;
- (6) Debt Service Funds, including reserves and sinking funds to the extent not required by law or existing contract to be kept segregated and managed separately; and
- (7) Any new fund created by the City unless specifically exempted from this policy by the City or by law.

This investment policy shall apply to all transactions involving the financial assets and related activity of all the foregoing funds.

B. This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund Investment Act. Such funds currently include the Other Post-Employment Funds and the Deferred Compensation Funds.

C. Review and Amendment

The City Council is required by state statute and by this investment policy to review this investment policy and investment strategies not less than annually and to adopt a resolution stating the review has been completed and recording any changes made to either the policy or strategy statements.

### **ARTICLE III PRUDENCE**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the City.

All participants in the investment program will seek to act responsibly as custodians of the public trust. Investment Officers will avoid any transaction that might impair public confidence in the City's ability to govern effectively. Investment Officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism which is worthy of the public trust. Nevertheless, the City recognizes that in a marketable, diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment rate of return.

Investment Officials, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for market price changes, provided that these deviations from expectations are reported immediately to the Mayor and the City Council of the City of Parker, and that appropriate action is taken by the Finance Director to control adverse developments.

### **ARTICLE IV OBJECTIVES**

#### **A. Preservation and Safety of Principal**

Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

#### **B. Liquidity**

The City's investment portfolio will remain liquid to enable the City to meet all operating requirements, which can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

C. Yield

The investment portfolio of the City shall be designed to meet or exceed the average rate of return on 91-day U.S. treasury bills throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Legal constraints on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. Investment Officers will seek to maximize the yield of these funds in the same manner as all other City funds. However, if the yield achieved by the City is higher than the arbitrage yield, positive arbitrage income will be averaged over a five-year period, netted against any negative arbitrage income and the net amount shall be rebated to the federal government as required by federal regulations.

## **ARTICLE V RESPONSIBILITY AND CONTROL**

A. Delegation - Investment Officers

Management responsibility for the investment program is hereby delegated to the Finance Director. The City Administrator and Finance Director are hereby designated as "Investment Officers" pursuant to the Public Fund Investment Act Section 2256.005 subsection f.

B. Subordinates

No person shall engage in an investment transaction except as provided under the terms of this policy, the procedures established by the City Council and the explicit authorization by the Finance Director to withdraw, transfer, deposit and invest the City's funds. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates

C. Internal Controls

Internal controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by Investment Officials. Controls deemed most important would include: control of collusion, separation of duties, third-party custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized Investment Officials, and documentation of and rationale for investment transactions.

In conjunction with the annual independent audit, a compliance audit of management controls on investments and adherence to the Investment Policy and the Investment Strategy shall be performed by the City's independent auditor.

#### D. Ethics and Conflicts of Interest

Any Investment Official of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. Investment Officials who are related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council. For purposes of this section, an Investment Official has a personal business relationship with a business organization if:

- (1) the Investment Official owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- (3) the Investment Official has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Official.

Investment Officials of the City shall refrain from personal and business activities involving any of the City's custodians, depositories, broker/dealers or investment advisors, which may influence the official's ability to conduct his duties in an unbiased manner. Investment Officials will not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, will in all respects subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchase and sales and will keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

#### E. Investment Training Requirements

The Investment Officers, and all members of the Investment Committee as may be required, or prudent, shall attend at least one ten-hour training session relating to their investment responsibilities within 12 months after assuming their duties. In addition to this ten-hour requirement, all members of the Investment Committee should receive not less than eight hours of instruction in their investment responsibilities at least once in every two-year period that begins on the first day of the fiscal year. This training is optional but preferred as long as the City continues to invest in interest-bearing deposit accounts or certificates of deposit only. The investment training session shall be provided by an independent source approved by the investment committee. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a Business Organization with whom the City of Parker may engage in an investment transaction. Such training shall include education in investment controls, credit risk, market risk, investment strategies, and compliance with investment laws, including the Texas State Public Funds Investment Act. Investment "officials" include the Mayor, City

Administrator, Finance Director, two Council Members appointed by resolution, or staff selected by the Investment Committee.

## **ARTICLE VI INVESTMENT STRATEGY STATEMENTS**

The City of Parker portfolio will be structured to benefit from anticipated market conditions and to achieve a reasonable return. Relative value among asset groups shall be analyzed and pursued as part of the investment program within the restrictions set forth by the investment policy.

The City of Parker maintains portfolios, which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios.

### **A. Operating Funds**

**Suitability** - All investments authorized in the Investment Policy are suitable for Operating Funds.

**Preservation and Safety of Principal** - All investments shall be high quality securities with no perceived default risk.

**Liquidity** - Investment strategies for the pooled operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The dollar-weighted average maturity of operating funds, based on the stated final maturity date of each security, will be calculated and limited to one year or less. Constant \$1 NAV investment pools and money market mutual funds shall be an integral component in maintaining daily liquidity. Investments for these funds shall not exceed an 18-month period from date of purchase.

**Marketability** - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

**Diversification** - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

**Yield** - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Operating Funds shall be the 91-day Treasury bill.

### **B. Reserve and Deposit Funds**

**Suitability** - All investments authorized in the Investment Policy are suitable for Reserve and Deposit Funds.



Preservation and Safety of Principal - All investments shall be high quality securities with no perceived default risk.

Liquidity - Investment strategies for reserve and deposit funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate reserve fund from investments with a low degree of volatility. Except as may be required by the bond ordinance, specific to an individual issue, investments should be of high quality, with short-to-intermediate-term maturities. The dollar-weighted average maturity of reserve and deposit funds, based on the stated final maturity date of each security, will be calculated and limited to three years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Reserve and Deposit Funds shall be the 91-day Treasury bill.

C. Bond and Certificate Capital Project Funds and Special Purpose Funds

Suitability - All investments authorized in the Investment Policy are suitable for Bond and Certificate Capital Project Funds and Special Purpose Funds.

Preservation and Safety of Principal - All investments shall be high quality securities with no perceived default risk.

Liquidity - Investment strategies for bond and certificate capital project funds, special projects and special purpose funds portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of investments held should not exceed the estimated project completion date or a maturity of no greater than five years. The dollar-weighted average maturity of bond and certificate capital project funds and special purpose funds, based on the stated final maturity date of each security, will be calculated and limited to three years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Bond and Certificate Capital Project Funds and Special Purpose Funds shall be the 91-day Treasury bill. A secondary

objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond or certificate.

**D. Debt Service Funds**

**Suitability** - All investments authorized in the Investment Policy are suitable for Debt Service Funds.

**Preservation and Safety of Principal** - All investments shall be high quality securities with no perceived default risk.

**Liquidity** - Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. The dollar-weighted average maturity of debt service funds, based on the stated final maturity date of each security, will be calculated and limited to one year or less.

**Marketability** - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

**Diversification** - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

**Yield** - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Debt Service Funds shall be the 91-day Treasury bill.

## **ARTICLE VII AUTHORIZED INVESTMENTS**

- A. Obligations of the United States or its agencies and instrumentalities.
- B. Direct obligations of the State of Texas or its agencies and instrumentalities.
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, the State of Texas, or the United States or its instrumentalities.
- D. Obligations of states, agencies, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent.
- E. Joint Investment Pools of political subdivisions in the State of Texas, which invest in instruments and follow practices allowed by current law. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

F. Certificates of Deposit issued by a depository institution that has its main office or branch office in Texas:

- (1) and such Certificates of Deposit are:
  - a. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
  - b. Secured by obligations described in Article VI, sections A through D above.
- (2) or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.

G. Fully collateralized repurchase or reverse repurchase agreements, including flexible repurchase agreements (flex repo), with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged to the City held in the City's name by a third party selected by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. The securities received for repurchase agreements must have a market value greater than or equal to 103 percent at the time funds are disbursed. All transactions shall be governed by a Master Repurchase Agreement between the City and the primary government securities dealer or financial institution initiating Repurchase Agreement transactions.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

H. No-load money market mutual funds if the mutual fund:

- (1) Is registered with and regulated by the Securities and Exchange Commission;
- (2) Has a dollar-weighted average stated maturity of 90 days or fewer; and
- (3) Includes in its investment objectives the maintenance of a stable net asset value of one dollar for each share.

I. Investments in compliance with Texas Government Code section 2256.010(b), generally known as the CDAR's program.

J. Investment instruments not authorized for purchase by the City of Parker include the following:

- (1) Bankers Acceptances;
- (2) "Bond" Mutual Funds;
- (3) Collateralized Mortgage Obligations of any type; and

- (4) Commercial Paper, except that the City can invest in local government investment pools and money market mutual funds that have commercial paper as authorized investments. A local government investment pool or money market mutual fund that invests in commercial paper must meet the requirements of Article VI, Sections E and H above.

## **ARTICLE VIII PORTFOLIO AND INVESTMENT ASSET PARAMETERS**

### **A. Bidding Process for Investments**

It is the policy of the City to require competitive bidding for all investment transactions (securities and bank C.D.s) except for:

- (1) transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates); and
- (2) treasury and agency securities purchased at issue through an approved broker/dealer.

At least three bids or offers must be solicited for all other investment transactions. In a situation where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price of the security. Security swaps are allowed as long as maturity extensions, credit quality changes and profits or losses taken are within the other guidelines set forth in this policy.

### **B. Maximum Maturities**

The City of Parker will manage its investments to meet anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase.

### **C. Maximum Dollar-Weighted Average Maturity**

Under most market conditions, the composite portfolio will be managed to achieve a one-year or less dollar-weighted average maturity. However, under certain market conditions. Investment Officials may need to shorten or lengthen the average life or duration of the portfolio to protect the City. The maximum dollar-weighted average maturity based on the stated final maturity, authorized by this investment policy for the composite portfolio of the City shall be three years.

### **D. Diversification**

The allocation of assets in the portfolios should be flexible depending upon the outlook for the economy and the securities markets. In establishing specific diversification strategies, the following general policies and constraints shall apply.

- (1) Portfolio maturities and call dates shall be staggered in a way that avoids undue concentration of assets in a specific sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- (2) To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements. Risk of market price volatility shall be controlled through maturity diversification such that aggregate realized price losses on instruments with maturities exceeding one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.
- (3) The following maximum limits, by instrument, are established for the City’s total portfolio:
  - U.S Treasury Notes/Bills ..... 100%
  - U.S. Government Agencies & Instrumentalities..... 100%
  - U.S. Treasury & U.S. Agency Callables..... 25%
  - Certificates of Deposit ..... 25%
  - Repurchase Agreements (*See D. (4) below*)..... 50%
  - Money Market Mutual Funds (*See D. (5) below*) ..... 100%
  - Local Government Investment Pools (*See D. (5) below*).... 100%
  - State of Texas Obligations & Agencies ..... 25%
  - Obligations of states, agencies, cities and other political subdivisions of any state .....25%
  - CDARS ..... 100%
- (4) The City shall not invest more than 50% of the investment portfolio in repurchase agreements, excluding bond proceeds and reserves.
- (5) The City shall not invest more than 90% of the investment portfolio in any individual money market mutual fund or government investment pool.
- (6) The investment committee shall review diversification strategies and establish or confirm guidelines on at least an annual basis regarding the percentages of the total portfolio that may be invested in securities other than U.S. Government Obligations. The investment committee shall review quarterly investment reports and evaluate the probability of market and default risk in various investment sectors as part of its consideration.

**ARTICLE IX**  
**AUTHORIZED BROKER/DEALERS**  
**AND FINANCIAL INSTITUTIONS**

- A. The Investment Committee will maintain a list of financial institutions and broker/dealers selected by credit worthiness, who are authorized to provide investment services to the City. These firms may include:
  - (1) all primary government securities dealers; and



- (2) those regional broker/dealers who qualify under Securities and Exchange Commission Rule 15C3-1(uniform net capital rule), and who meet other financial credit criteria standards in the industry.

The Investment Committee may select up to six firms from the approved list to conduct a portion of the daily City investment business. These firms will be selected based on their competitiveness, participation in agency selling groups and the experience and background of the salesperson handling the account. The approved broker/dealer list will be reviewed and approved along with this investment policy at least annually by the investment committee if applicable.

- B. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officers with the following:
- (1) Audited financial statements;
  - (2) Proof of National Association of Securities Dealers (N.A.S.D.) certification, unless it is a bank;
  - (3) Resumes of all sales representatives who will represent the financial institution or broker/dealer firm in dealings with the City; and
  - (4) An executed written instrument, by the qualified representative, in a form acceptable to the City and the business organization substantially to the effect that the business organization has received and reviewed the investment policy of the City and acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

## ARTICLE X SAFEKEEPING AND CUSTODY OF INVESTMENT ASSETS

All security transactions, including collateral for repurchase agreements entered into by the City shall be conducted using the delivery vs. payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping bank. The only exceptions to DVP settlement shall be wire transactions for money market funds and government investment pools. The safekeeping or custody bank is responsible for matching up instructions from the City's Investment Officers on an investment settlement with what is wired from the broker/dealer, prior to releasing the City's designated funds for a given purchase. The security shall be held in the name of the City or held on behalf of the City in a bank nominee name. Securities will be held by a third-party custodian designated by the Investment Committee and evidenced by safekeeping receipts or statements. The safekeeping bank's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City. A safekeeping agreement must be in place, which clearly defines the responsibilities of the safekeeping bank.

## **ARTICLE XI COLLATERAL**

The City's depository bank shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required in the City's bank depository contract.

### **A. Market Value**

The Market Value of pledged Collateral must be equal to or greater than 102% of the principal and accrued interest for cash balances in excess of the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) insurance coverage. The Federal Reserve Bank and the Federal Home Loan Bank are designated as custodial agents for collateral. An Investment Officer will approve and release all pledged collateral. The securities comprising the collateral will be marked to market on a monthly basis using quotes by a recognized market pricing service quoted on the valuation date, and the City will be sent reports monthly.

### **B. Collateral Substitution**

Collateralized investments often require substitution of collateral. The Safekeeping bank must contact an Investment Officer for approval and settlement. The substitution will be approved if its value is equal to or greater than the required collateral value.

### **C. Collateral Reduction**

Should the collateral's market value exceed the required amount, the Safekeeping bank may request approval from an Investment Officer to reduce Collateral. Collateral reductions may be permitted only if the collateral's market value exceeds the required amount.

### **D. Holding Period**

The City intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years. Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve-month period.

### **E. Insurance or Collateral**

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Finance Director or a third-party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in

each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

## **ARTICLE XII INVESTMENT REPORTS**

### **A. Reporting Requirements**

The Finance Director shall prepare a quarterly investment report in compliance with section 2256.023 of the Public Funds Investment Act of the State of Texas. The report shall be submitted to the City Council and the Investment Committee within 60 days following the end of the quarter.

### **B. Investment Records**

The Finance Director shall handle inquiries relating to the investment records, be responsible for the recording of investment transactions and the maintenance of the investment records with reconciliation of the accounting records and of investments carried out by an accountant. Information to maintain the investment program and the reporting requirements, including pricing or marking to market the portfolio, may be derived from various sources such as: broker/dealer research reports, newspapers, financial on-line market quotes, direct communication with broker/dealers, market pricing services, investment software for maintenance of portfolio records, spreadsheet software, or external financial consulting services relating to investments.

### **C. Auditor Review**

The City's independent external auditor must formally review the quarterly investment reports annually to ensure compliance with the State of Texas Public Funds Investment Act and any other applicable State Statutes. To protect and ensure the independent nature of the audit the Finance Director shall be the sole point of contact for the external auditor.

## **ARTICLE XIII INVESTMENT COMMITTEE**

### **A. Members**

An Investment Committee, consisting of the Mayor, City Administrator, Finance Director, and two other Council Members appointed by resolution for a term of one year and until successor is qualified and appointed by the Council, shall review the City's investment strategies and monitor the results of the investment program at least quarterly. This review can be done by reviewing the quarterly written reports and by holding committee meetings as necessary. The committee will be authorized to invite other advisors to attend meetings as needed.

B. Scope

The Investment Committee shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the City's funds, evaluation and authorization of broker/dealers, rate of return on the investment portfolio, review and approval of training providers and compliance with the investment policy. The Investment Committee will also advise the City Council of any future amendments to the investment policy that are deemed necessary or recommended.

C. Procedures

The investment policy shall require the Investment Committee to provide minutes of investment information discussed at any meetings held. The committee should meet at least annually to discuss the investment program and policies.



## 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 Mayor Pettie
Estimated Cost:	Date Prepared:	October 30, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Collin Central Appraisal District letter, dated October 24, 2024</a></li> <li>3. <a href="#">Collin Central Appraisal District letter, dated September 26, 2024</a></li> <li>4. <a href="#">Texas Property Tax Code § 6.03</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-817 REGARDING 7 VOTES FOR COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

### SUMMARY

Please review the Collin Central Appraisal District letter, dated October 24, 2024, containing "NUMBER OF VOTES: 7" and an official ballot listing of nominees for the Board of Directors, Collin Central Appraisal District, for a one-year term beginning January 1, 2025. On October 2, 2024, City Council made no nominations via Resolution No. 2024-813. [Texas Property Tax Code § 6.03 (g) requires the action (nominations) be taken by resolution, if any.]

As stated, the City of Parker has 7 votes, and "each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot." Reminder, "each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, except taxing units with 250 or more votes."

### 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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/XX/2024



**RESOLUTION NO. 2024-817**  
*(Votes for 2025-2026 CCAD Board of Directors)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS CASTING THE ALLOCATED 7 VOTES FOR CANDIDATE(S) TO SERVE ON THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR A ONE YEAR TERM BEGINNING JANUARY 1, 2025.**

**WHEREAS**, the City of Parker is located within Collin County, Texas; and

**WHEREAS**, the City of Parker has elected to utilize the services of Collin Central Appraisal District (CCAD); and

**WHEREAS**, the City of Parker would like to cast its allocated seven votes for a candidate or candidates listed on the official ballot for CCCAD directors for a term of one year commencing in January 2025;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Parker, that the City casts its 7 votes for the following qualified candidate(s) as follows:

**Section 1. Candidate(s)**

_____	_____ VOTE(S)
_____	_____ VOTE(S)

PASSED AND APPROVED this 12th day of November, 2024.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettie, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney



# Collin Central Appraisal District

October 24, 2024

Patti Scott Grey, Assistant City Administrator/City Secretary  
Parker City  
5700 E. Parker Road  
Parker, TX 75002

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Grey:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

**Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.**

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

A handwritten signature in black ink that reads "Marty Wright".

Marty Wright  
Chief Appraiser

Enclosure



# Collin Central Appraisal District

## OFFICIAL BALLOT

ISSUED TO: **Parker City**

NUMBER OF VOTES: **7**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM  
BEGINNING JANUARY 1, 2025.**

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



# Collin Central Appraisal District

2025  
COLLIN CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX.
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. <b>Current Board member.</b>
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. <b>Current Board member.</b>
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. <b>Current Board member.</b>



# Collin Central Appraisal District

September 26, 2024

To: Collin Central Appraisal District taxing entities

From: Marty Wright, Chief Appraiser

RE: Election of Collin Central Appraisal District Board of Directors

Ladies and Gentlemen,

The purpose of this letter is to provide an overview of the election process, and provide a detailed timeline for each phase for taxing entity appointed Board of Director's members. The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code (TPTC) § 6.03. The deadline dates for the election are statutory and controlled by TPTC § 6.03.

On July 24, 2023, Governor Greg Abbott signed Senate Bill 2 into law which has added TPTC § 6.0301. In accordance with the new section, the District's Board of Directors makeup has changed significantly. The Legislature has seen fit to increase the total number of directors from five (5) appointed and one voting tax assessor-collector director, to nine (9) total directors.

Starting January 1, 2024 the Board of Directors will include three (3) publicly elected directors in addition to the five (5) appointed directors which are still elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. Appointed directors will begin staggered four-year terms on January 1<sup>st</sup> of even-numbered years, and elected directors will begin staggered four-year terms on January 1<sup>st</sup> of odd-numbered years. Another significant change in this new section is that the tax assessor-collector is now a voting ex officio member to ensure there are no tie votes.



## **CALENDAR OF EVENTS FOR APPOINTED MEMBERS ON JANUARY 1, 2025**

**Title of Event:** Allocation of Votes

**Deadline:** Before October 1<sup>st</sup>, (September 30, 2024)

**Action:** Calculate the number of votes for each entity and notify the county judge, commissioners of the county, and presiding officers for cities, towns, school districts and college district.

**Responsible for Action:** Chief Appraiser

**Tax Code:** 6.03 (e)

**Summary of Action:** There are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Each taxing unit's vote allocation will be delivered to the taxing unit in late-September.

*Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.*

**Title of Event:** Nomination of Candidates

**Deadline:** Before October 15<sup>th</sup>, (since October 14, 2024 is Columbus Day the deadline will shift to the Friday before). **Deadline for delivery of nominating Resolution, received by the Chief Appraiser, is end-of-day October 11, 2024.**

**Action:** Nominate up to one (1) candidate for each position to be filled on the Board of Directors. All five (5) of the board positions are included in this election, therefore each taxing unit can nominate a maximum of five (5) candidates.

**Responsible for Action:** Governing body of each entity and entity's presiding officer.

**Tax Code:** 6.03 (g)

**Summary of Action:** A taxing unit's nomination(s) by written Resolution can be submitted at any time, as long as it is received by the Chief Appraiser by end-of-day October 11, 2024. The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

**Note:** This is the nominations part of the process and the written Resolution associated with this phase of the election should only include nominations of candidates.

**Title of Event:** Delivery of Ballots**Deadline:** Before October 30<sup>th</sup>, **Deadline for delivery of ballots is end-of-day October 30, 2024.****Action:** Prepare and deliver a ballot listing the candidates whose names were timely submitted by a taxing unit.**Responsible for Action:** Chief Appraiser**Tax Code:** 6.03 (j)**Summary of Action:** The Chief Appraiser will deliver a ballot listing the candidates, with their names sorted alphabetically by surname, to the presiding officer for each taxing unit. Additionally, each ballot will list the taxing unit name and their vote allocation. The ballots will be mailed the third week of October.**Title of Event:** Taxing Units Cast Their Votes**Deadline:** Before December 15<sup>th</sup>, (December 15<sup>th</sup> falls on a Sunday). **Deadline for delivery of voting Resolution, received by the chief appraiser, is end-of-day December 13, 2024.****Action:** Taxing unit determines its votes in public session by Resolution.**Special Action (Tax Code Amendment): Taxing Units with 5% or more of the total votes MUST determine its votes by Resolution adopted at the FIRST or SECOND OPEN meeting of the governing body held after the Chief Appraiser delivers the ballot and the Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted. Taxing units with 250 or more votes are affected by this Tax Code change.****Responsible for Action:** Governing of each entity and entity's presiding officer.**Tax Code:** 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)**Summary of Action:** The governing body of each taxing unit entitled to vote shall determine its vote by Resolution. If an entity marks their votes next to the nominees name on the Ballot received from the Chief Appraiser, the marked Ballot must have an accompanying Resolution adopted in a public meeting determining the tax unit's votes. The Resolution adopted in an open meeting of the taxing unit, or a copy of marked Ballot accompanied by the taxing unit's voting Resolution must be received by the Chief Appraiser by end-of-day December 13, 2024. **Taxing units with 250 or more votes, please refer to the "Special Action (Tax Code Amendment)" section above concerning the deadlines for adopting your vote Resolution and submitting the Resolution to the Chief Appraiser.**

**Title of Event:** Election Results

**Deadline:** Before December 31<sup>st</sup>, (December 30, 2024)

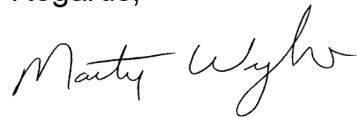
**Action:** Count the votes and declare the five (5) candidates who receive the largest cumulative vote totals elected to a staggered four-year term, beginning January 1, 2025.

**Responsible for Action:** Chief Appraiser

**Tax Code:** 6.03 (k)

**Summary of Action:** The Chief Appraiser will submit the election results before December 31, 2024 to each taxing unit and to the candidates.

Regards,



Marty Wright, CCA, RPA  
Chief Appraiser

## Texas Tax Code - TAX § 6.03. Board of Directors

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

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under [Section 6.05\(b\)](#) or if the commissioners court of the county enters into a contract under [Section 6.24\(b\)](#). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

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

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

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

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

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

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

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

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

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

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

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

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

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

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

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





## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Finance
Fund Balance-before expenditure:	Prepared by:	Finance/HR Manager Savage
Estimated Cost:	Date Prepared:	October 17, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance</a></li> <li>2. <a href="#">Tax Assessor Collector Kenneth L. Maun Letter, dated Oct. 8, 2024</a></li> <li>3. <a href="#">2024 Tax Roll Summary</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 879, APPROVING THE 2024 TAX ROLL.

### SUMMARY

Please review the letter of request from Tax Assessor Collector Kenneth L. Maun, dated October 8, 2024, and the 2024 Tax Roll Summary for approval in accordance with *Texas Property Tax Code*, Section 26.09 (e).

Sec. 26.09. CALCULATION OF TAX.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	10/17/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/XX/2024

**ORDINANCE NO. 879**  
(Approval of 2024 Tax Roll)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE 2024 TAX ROLL PROVIDED BY COLLIN COUNTY TAX ASSESSOR / COLLECTOR PER TEXAS PROPERTY TAX CODE SECTION 26.09(e); PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Property Tax Code, Section 26.09(e) provides in relevant part that the assessor shall enter the amount of tax determined in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.; and

**WHEREAS**, the City of Parker received a letter from Tax Assessor Collector, Kenneth L. Maun, dated October 8, 2024, with the 2024 Tax Roll Summary, both of which are attached hereto as Exhibit A and incorporated herein, requesting an ordinance evidencing the City Council approval of the 2024 Tax Roll in accordance with Texas Property Tax Code, Section 26.09(e); and

**WHEREAS**, the Finance Director has reviewed the 2024 Tax Roll Summary and finds it to be accurate.

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

**SECTION 1. INCORPORATION OF RECITALS/FINDINGS OF FACT**

The recitals contained in the preamble of this ordinance are incorporated into the body of this Ordinance as if set out fully herein as legislative findings of fact.

**SECTION 2. ENACTMENT**

The City Council hereby adopts this Ordinance approving the 2024 Tax Roll reflected in Exhibit A in accordance with Texas Property Tax Code, Section 26.09(e).

**SECTION 3. REPEALER**

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance shall control.

**SECTION 4. SEVERABILITY**

If any article, paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not

affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to invalid, illegal, or unconstitutional, and shall not affect the validity of this Ordinance as a whole.

#### **SECTION 5. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

#### **SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 12<sup>TH</sup> DAY OF NOVEMBER 2024.**

APPROVED:  
CITY OF PARKER

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

**EXHIBIT A  
2024 TAX ROLL SUMMARY  
&  
TAX ASSESSOR COLLECTOR LETTER**

Proposed



**KENNETH L. MAUN**  
**TAX ASSESSOR COLLECTOR**  
**COLLIN COUNTY**  
**2300 Bloomdale Road, Suite 2366**  
**P.O. Box 8006**  
**McKinney, TX 75070-8006**  
(972) 547-5020  
Fax: (214) 491-4808  
Email: kmaun@collincountytx.gov

October 08, 2024

Lee Pettie, Mayor  
City of Parker  
5700 E. Parker Road  
Parker, TX 75002

Dear Mayor Pettie,

Attached is the 2024 Tax Roll Summary for City of Parker.

Submission of the 2024 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2024 Tax Roll for City of Parker.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in purple ink that reads "Ken Maun".

Kenneth L. Maun  
Tax Assessor Collector

KLM:jd

Enclosure

cc: Grant Savage  
Patti Grey

## 2024 TAX ROLL SUMMARY

## 22 - PARKER CITY

	Amount	Count
NUMBER OF ACCOUNTS		2,575
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$1,349,680	
ROLLCODE: PERSONAL		
Personal	\$17,020,833	
ROLLCODE: REAL		
Agriculture	\$109,681,223	
Improvement	\$1,527,751,019	
Improvement Non-Home Site	\$22,842,068	
Land	\$548,791,962	
Land Aq Land	\$174,276	
Land Non-Home Site	\$45,057,014	
<b>TOTAL MARKET VALUE</b>	<b>\$2,272,668,075</b>	
DEFERRALS		
Aq	\$109,681,223	149
<b>TOTAL DEFERRALS</b>	<b>\$109,681,223</b>	
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$6,333,122	120
Autos , XO , PPV , XO , PPV	\$6,565,003	33
Cap Adjustment , XT , XT	\$251,945,122	1,361
Disabled	\$0	16
Disabled Veteran	\$29,117,425	73
Historic Site	\$0	1
Homestead	\$0	3
Miscellaneous , XV , XV	\$31,180,570	185
Nominal Value	\$24,906	31
Over 65	\$24,013,388	519
Solar/Wind	\$42,555	5
<b>TOTAL EXEMPTIONS</b>	<b>\$349,222,091</b>	
<b>GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS</b>	<b>\$458,903,314</b>	
<b>TOTAL MARKET VALUE</b>	<b>\$2,272,668,075</b>	
<b>TAXABLE VALUE</b>	<b>\$1,813,764,761</b>	
<b>TAX RATE</b>	<b>0.310439</b>	
ROLLCODE: MOBILE HOME		
Levy	\$3,796.27	69
ROLLCODE: PERSONAL		
Levy	\$32,249.52	132
ROLLCODE: REAL		
Levy	\$5,594,587.15	2,374
<b>TOTAL LEVY</b>	<b>\$5,630,632.94</b>	
<b>LEVY LOST DUE TO FROZEN</b>	<b>\$0.00</b>	
<b>OTHER LOST LEVY</b>	<b>\$0.00</b>	
<b>TOTAL LOST LEVY</b>	<b>\$0.00</b>	



2024 TAX ROLL SUMMARY

22 - PARKER CITY

Calculation Analysis						
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption Taxable Value
Frozen	0.00	0.00		0.00	0	0
DV100 (Excl. Frozen)	0.00	0.00		0.00	31,272,917	27,427,088 3,845,829
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0
Other	6,077,164.61	6,077,164.61		0.00	2,410,307,411	456,549,716 1,953,757,695
Total	6,077,164.61	6,077,164.61		0.00	2,441,580,328	483,976,804 1,957,603,524
DV100 (Incl. Frozen)	0.00	0.00		0.00	0	0
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0



## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: October 31, 2024
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Renovation Bids</a></li> <li>2. <a href="#">Photos</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE APPROVAL OF RENOVATIONS TO BE MADE AT CITY HALL.

### SUMMARY

Additional office space is needed to accommodate the hiring of an Administrative Assistant for Public Works. Bids were received to convert a storage area into an office. The bids also included framing a wall to help reduce noise from the back entrance and other minor repairs. Funds that have been budgeted for building maintenance will be used to make these renovations.

### 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>Grant Savage</i>	Date:	11/1/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	11/xx/2024



## INTERIOR OFFICE RENOVATION

OCT 25, 2024

### CITY OF PARKER

5700 E Parker Rd  
Parker, TX  
75002

[jskinner@onyxconstructiongroup.net](mailto:jskinner@onyxconstructiongroup.net)  
2149014886

# INTRODUCTION

Hi City of Parker,

Thank you for the opportunity to quote on the repairs and improvements to your property. Please find the detailed estimate below.

The following estimate is for:

## 1. Interior Office Renovation

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. Thanks for your time and consideration.

Kind regards,  
Jeff Skinner  
jskinner@onyxconstructiongroup.net  
214-901-4886

## BEST

Description	Qty	Unit price	Line total
Interior Renovation  -Caution off the work area -Protect floor coverings with plastic -Relocate (3)light fixtures for new wall construction clearance -Frame up new sections of wall at specified locations(10 LF, 6 LF) -Install batt insulation in new walls for sound control -Install new 5/8" drywall on new walls -TBT to match existing -Install (2) 36x80 RH flat panel hollow core doors w/jambs -Install new door casing to match existing -Install new rubber cove base molding to match existing along new wall sections -Paint all new wall sections to match existing -Install (2) new matching troffer light fixtures -Install (2) new door passage levers to match existing -Recess the stubbed plumbing lines and cap off -Patch the drywall at repair area(match texture) -Patch damaged drywall at ceiling inside office(match texture) -Patch the FRP panel inside the bathroom -Clean up all job related debris and haul away	1	\$7,490.00	\$7,490.00
<b>Estimate subtotal</b>			\$7,490.00
<b>Total</b>			\$7,490.00

# SIGNING & UPGRADES

Best

\$7,490.00

Name:

City of Parker

Address:

5700 E Parker Rd, Parker, TX

Description	Qty	Unit price	Line total
<input type="checkbox"/> Interior Renovation	1	\$7,490.00	\$7,490.00

## Customer Comments / Notes

Interior Office Renovation:

Date:



# TERMS & CONDITIONS

This proposal may be withdrawn if not accepted within 30 days. If material unit cost changes prior to the acceptance of the proposal, the additional cost will be subject to change order approval. Pricing does not include any engineering or architectural fees unless otherwise noted. This proposal does not cover replacement of materials not specifically stated. The scope of work is based on visible conditions. Any additional work will be subject to change order approval.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Onyx Construction Group LLC provides a 1 year Workmanship Warranty.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis.

Warranty excludes acts of God, building movement, internal damages, and personal property. Onyx Construction Group LLC will not be responsible for delays out of their control such as weather, material shortages, equipment rental delays, labor strikes and labor shortages.

No equipment will be driven on sidewalks or curbs. Onyx Construction Group LLC will not be responsible for damage to concrete or asphalt caused by routine driving of equipment on parking lots.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Onyx Construction Group LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

Onyx Construction LLC strives to provide a safe workspace on all projects and properties. Safety barricades and or precautions will be supplied as needed.

## **Payment Terms**

Payment terms for projects under \$15,000 is Net 30 Days.

For projects \$15,000 and over payments are to be made as follows, 50% upon commencement of work, 50% upon completion of project.

All payment terms are subject to credit approval.

Onyx Construction LLC reserves the right to collect 1.5% per month (not to exceed the maximum amount allowed by law) on all past due accounts.



## A & B Complete Property Servicing

6506 Falcon St.  
Rowlett, TX 75089  
F:(469)-233-8864  
F: (214)-790-2618

[firefightingapd@msn.com](mailto:firefightingapd@msn.com)

TO: Parker Fire Department

**5700 E Parker Rd.  
Parker, TX 75002**

SALES REP	INVOICE	Due Date
A. Dickey	BID	N/A

	Size	Total
Build two separate walls and add 2 inswing doors	N/A	
move 2 to 3 lights	N/A	
add light in the room that we are adding	N/A	
move 4 plumbing lines into wall, cap lines and fix drywall	N/A	
fix drywall in exsisting bathroom	N/A	
fix drywall in exsisting office	N/A	
sheetrock, tape/bed/texture and paint walls	N/A	
add basboards and door trim/paint	N/A	
	N/A	
	N/A	
	N/A	
	N/A	
	Please make payable to <b>A&amp;B Property Servicing</b>	

t	Payments
	SUBTOTAL
	SALES TAX
	<b>Total</b> \$9,000.00



















## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared:	November 1, 2024
Exhibits :	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution w- Exhibit A</a></li> <li>2. <a href="#">CPI Table</a></li> <li>3. <a href="#">Res. No. 2023-774 (Solid Waste Rates and Fees Adjustment) - Increase</a></li> <li>4. <a href="#">Res. No. 2023-724 (Solid Waste Rates and Fees Adjustment) - Increase</a></li> <li>5. <a href="#">Res. No. 2021-685 (2022 Solid Waste Agreement)</a></li> </ol>	

### AGENDA SUBJECT

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

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-820, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT.

### SUMMARY

In December of 2021 the City of Parker executed a 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. This action is to increase the rate for 2025.

### 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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-820**  
(*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**, the City approved a rate adjustment as reflected in Exhibit A for 2024 through Resolutions 2023-774 in accordance with the original agreement; 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 effective January 1, 2025 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 12th day of November, 2024.

**CITY OF PARKER:**

\_\_\_\_\_  
Lee Pettie, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Catherine Clifton, Interim City Attorney

**RESOLUTION NO. 2023-774**  
*(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 effective January 1, 2024 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 5th day of December, 2023.




**CITY OF PARKER:**

  
Lee Pettie, Mayor

**ATTEST:**

  
Patti Scott Grey, City Secretary

**APPROVED AS TO FORM:**

  
Amy J. Stanphill, City Attorney

## EXHIBIT A

**City of Parker**  
**Base Rates 01/01/2024**

Residential	
Residential Service 1x a week (2 carts)	13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.40
Recycling Service	6.24
Additional cart	9.36
Carry Out Service	22.12
Extra Cart Carry Out Service	12.52
Special bulk services - per hour	104.39
Replacement recycle cart	54.94

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	168.49	281.16	-	-	-	-	-
Delivery				145.71			
Removal				145.71			
Relocate				145.71			
Exchange				145.71			
Extra Yards (per yard)				47.80			
Casters (per collection, per container)				5.82			
Locks (per collection, per container)				2.92			
Enclosures (per collection, per container)				2.92			

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	145.71	3.85	116.98	264.75	38.46
Removal	145.71			Wash	291.44
Dry Run	198.17			Liner	40.80
Relocate	145.71				

City Services	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
264.75	38.46



# **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:** 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203		
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414		
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279				284.687	

**RESOLUTION NO. 2023-724**  
*(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 Pettie, Mayor

**ATTEST:**



Patti Scott Grey, City Secretary

**APPROVED AS TO FORM:**

  
Interim City Attorney

# 2023 CPI INCREASE

Meeting Date: 11/12/2024 Item 9.

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

## Recycle adjustment

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

New  
Monthly  
\$ 21.02

Exhibit A

## Patti Grey

---

**From:** Bernas, Richard <RBernas@republicservices.com>  
**Sent:** Saturday, January 14, 2023 11:13 AM  
**To:** Patti Grey; Luke Olson  
**Subject:** Fwd: Parker CPI  
**Attachments:** Parker PI 010123.pdf

Here is a version with commercial included  
Get [Outlook for iOS](#)

---

**From:** Shortnacy, Leslie Lalonde <LShortnacy@republicservices.com>  
**Sent:** Friday, January 13, 2023 4:43:48 PM  
**To:** Bernas, Richard <RBernas@republicservices.com>  
**Cc:** Henderson, Deborah <DHenderson2@republicservices.com>; Heinz, Erik <EHeinz@republicservices.com>  
**Subject:** RE: Parker CPI

Happy Friday

Here is the corrected City of Parker rate sheet.

## Leslie Shortnacy

Dallas Fort Worth Billing Supervisor

1450 E Cleveland Rd  
Hutchins, TX 75141  
**e** Lshortnacy@republicservices.com  
**o** 9723382517  
**c** 2142328266  
**w** RepublicServices.com



Sustainability in Action

**From:** Bernas, Richard <RBernas@republicservices.com>  
**Sent:** Wednesday, January 11, 2023 3:40 PM  
**To:** Shortnacy, Leslie Lalonde <LShortnacy@republicservices.com>  
**Subject:** Parker CPI

I FOUND AN ERROR ON THE CALC

The increase is actually 4.45 not 4.77.

## Rick Bernas

**City of Parker**  
**Base Rates 01/01/2023**

Residential	
Residential Service 1x a week (2 carts)	12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.28
Recycling Service	5.93
Additional cart	8.90
Carry Out Service	21.02
Extra Cart Carry Out Service	11.90
Special bulk services - per hour	99.23
Replacement recycle cart	52.23

Commercial							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	160.16	267.27	-	-	-	-	-
Delivery	138.51						
Removal	138.51						
Relocate	138.51						
Exchange	138.51						
Extra Yards (per yard)	45.44						
Casters (per collection, per container)	5.54						
Locks (per collection, per container)	2.78						
Enclosures (per collection, per container)	2.78						

Industrial					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	138.51	3.66	111.20	251.68	36.56
Removal	138.51		Wash	277.03	
Dry Run	188.38		Liner	38.78	
Relocate	138.51				

City Services	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
251.68	36.56



**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 Pettie, 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

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

## 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 a.m. to 5:00 p.m. 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	\$1,000,000 policy limit Bodily Injury by Disease
approved program	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property	\$3,000,000
Damage Combined – Single	Coverage is to apply to all owned, non-owned,
Limit	hired and leased vehicles (including trailers).
Pollution                      Liability	MCS-90 endorsement for pollution liability
Endorsement	coverage

**Commercial General  
Liability**

Bodily Injury/Property	\$2,500,000 each occurrence
Damage Combined – Single	\$5,000,000 general aggregate
Limit	
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 (upto 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, in lieu 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 Pettie, 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 rollofs 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)



# CERTIFICATE OF LIABILITY INSURANCE

Attachment 2

Meeting Date: 11/12/2024 Item 9.

Page 1 of 2

DATE (MM/DD/YYYY)  
12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> <b>PHONE (A/C No.Ext):</b> <b>FAX (A/C No.Ext):</b> <b>E-MAIL ADDRESS:</b> certificate@ccmsl.com														
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	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:	
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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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input 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 ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			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)
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 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

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

## 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

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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.



Mayor Pettie  
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 5.01%.

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**  
**Base Rates 12/01/21**

<b>Residential</b>	
Residential Service 1x a week (2 carts)	\$ 12.27
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.18
Recycling Service	\$ 5.68
Additional cart	\$ 8.52
Carry Out Service	\$ 20.13
Extra Cart Carry Out Service	\$ 11.39
Special bulk services - per hour	\$ 95.00
Replacement recycle cart	\$ 50.00

<b>Commercial</b>							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 153.34	\$ 255.88					
Delivery				\$ 132.61			
Removal				\$ 132.61			
Relocate				\$ 132.61			
Exchange				\$ 132.61			
Extra Yards (per yard)				\$ 43.50			
Casters (per collection, per container)				\$ 5.30			
Locks (per collection, per container)				\$ 2.66			
Enclosures (per collection, per container)				\$ 2.66			

<b>Industrial</b>					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 132.61	\$ 3.50	\$ 106.46	\$ 240.96	\$ 35.00
Removal	132.61		Wash	265.23	
Dry Run	180.35		Liner	\$ 37.13	
Relocate	132.61				

<b>City Services</b>	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
\$ 240.96	\$ 35.00

**City of Parker**  
**Base Rates 01/01/2023**

<b>Residential</b>	
Residential Service 1x a week (2 carts)	12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.28
Recycling Service	5.93
Additional cart	8.90
Carry Out Service	21.02
Extra Cart Carry Out Service	11.90
Special bulk services - per hour	99.23
Replacement recycle cart	52.23

<b>Commercial</b>							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	160.16	267.27	-	-	-	-	-
Delivery	138.51						
Removal	138.51						
Relocate	138.51						
Exchange	138.51						
Extra Yards (per yard)	45.44						
Casters (per collection, per container)	5.54						
Locks (per collection, per container)	2.78						
Enclosures (per collection, per container)	2.78						

<b>Industrial</b>					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	138.51	3.66	111.20	251.68	36.56
Removal	138.51		Wash	277.03	
Dry Run	188.38		Liner	38.78	
Relocate	138.51				

<b>City Services</b>	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
251.68	36.56

**City of Parker**  
**Base Rates 01/01/2024**

<b>Residential</b>	
Residential Service 1x a week (2 carts)	13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.40
Recycling Service	6.24
Additional cart	9.36
Carry Out Service	22.12
Extra Cart Carry Out Service	12.52
Special bulk services - per hour	104.39
Replacement recycle cart	54.94

<b>Commercial</b>							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	168.49	281.16	-	-	-	-	-
Delivery				145.71			
Removal				145.71			
Relocate				145.71			
Exchange				145.71			
Extra Yards (per yard)				47.80			
Casters (per collection, per container)				5.82			
Locks (per collection, per container)				2.92			
Enclosures (per collection, per container)				2.92			

<b>Industrial</b>					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	145.71	3.85	116.98	264.75	38.46
Removal	145.71		Wash	291.44	
Dry Run	198.17		Liner	40.80	
Relocate	145.71				

<b>City Services</b>	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
264.75	38.46



**City of Parker**  
**Base Rates 01/01/2025**

<b>Residential</b>	
Residential Service 1x a week (2 carts)	14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	2.52
Recycling Service	6.55
Additional cart	9.83
Carry Out Service	23.23
Extra Cart Carry Out Service	13.14
Special bulk services - per hour	109.62
Replacement recycle cart	57.69

<b>Commercial</b>							
Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	176.93	295.25	-	-	-	-	-
Delivery	153.01						
Removal	153.01						
Relocate	153.01						
Exchange	153.01						
Extra Yards (per yard)	50.19						
Casters (per collection, per container)	6.12						
Locks (per collection, per container)	3.07						
Enclosures (per collection, per container)	3.07						

<b>Industrial</b>					
Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	153.01	4.04	122.84	278.01	40.39
Removal	153.01		Wash	306.04	
Dry Run	208.10		Liner	42.84	
Relocate	153.01				

<b>City Services</b>	
City Hall - 4 Free rollofs per year / city events	
(1) 30-yd rolloff City Hall usage - Free	
Additional Rolloff	
Haul Rate	Disposal per ton
278.01	40.39

Password =Parker

**City of Parker  
Base Rates 12/01/21**

Residential Service 1x a week (2 carts)	\$ 12.27
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.18
Recycling Service	\$ 5.68
Additional cart	\$ 8.52
Carry Out Service	\$ 20.13
Extra Cart Carry Out Service	\$ 11.39
Special bulk services - per hour	\$ 95.00
Replacement recycle cart	\$ 50.00

**Commercial and Industrial base rates**

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 153.34	\$ 255.88					

Delivery	\$ 132.61
Removal	\$ 132.61
Relocate	\$ 132.61
Exchange	\$ 132.61
Extra Yards (per yard)	\$ 43.50
Casters (per collection, per container)	\$ 5.30
Locks (per collection, per container)	\$ 2.66
Enclosures (per collection, per container)	\$ 2.66

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 132.61	\$ 3.50	\$ 106.46	\$ 240.96	\$ 35.00

Removal	132.61	Wash	265.23
Dry Run	180.35	Liner	\$ 37.13
Relocate	132.61		

**City Services**

City Hall - 4 Free rollofs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 240.96	\$ 35.00

**City of Parker  
Base Rates 12/01/22**

**CPI % 4.450%**  
1.0445

Residential Service 1x a week (2 carts)	\$ 12.82
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.28
Recycling Service	\$ 5.93
Additional cart	\$ 8.90
Carry Out Service	\$ 21.03
Extra Cart Carry Out Service	\$ 11.90
Special bulk services - per hour	\$ 99.23
Replacement recycle cart	\$ 52.23

**Commercial and Industrial base rates**

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 160.16	\$ 267.27	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 138.51
Removal	\$ 138.51
Relocate	\$ 138.51
Exchange	\$ 138.51
Extra Yards (per yard)	\$ 45.44
Casters (per collection, per container)	\$ 5.54
Locks (per collection, per container)	\$ 2.78
Enclosures (per collection, per container)	\$ 2.78

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 138.51	\$ 3.66	\$ 111.20	\$ 251.68	\$ 36.56

Removal	\$ 138.51	Wash	\$ 277.03
Dry Run	\$ 188.38	Liner	\$ 38.78
Relocate	\$ 138.51		

**City Services**

City Hall - 4 Free rollofs per year / city events  
(1) 30-yd rolloff City Hall usage - Free  
Additional Rolloff

Haul Rate	Disposal per ton
\$ 251.68	\$ 36.56

**City of Parker  
Base Rates 12/01/23**

**CPI % 5.200%**  
1.052

Residential Service 1x a week (2 carts)	\$ 13.49
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.40
Recycling Service	\$ 6.24
Additional cart	\$ 9.36
Carry Out Service	\$ 22.12
Extra Cart Carry Out Service	\$ 12.52
	\$ 104.39
Replacement recycle cart	\$ 54.94

**Commercial and Industrial base rates**

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 168.49	\$ 281.16	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 145.71
Removal	\$ 145.71
Relocate	\$ 145.71
Exchange	\$ 145.71
Extra Yards (per yard)	\$ 47.80
Casters (per collection, per container)	\$ 5.82
Locks (per collection, per container)	\$ 2.92
Enclosures (per collection, per container)	\$ 2.92

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 145.71	\$ 3.85	\$ 116.98	\$ 264.75	\$ 38.46

Removal	\$ 145.71	Wash	\$ 291.44
Dry Run	\$ 198.17	Liner	\$ 40.80
Relocate	\$ 145.71		

**City Services**

City Hall - 4 Free rollofs per year / city events  
(1) 30-yd rolloff City Hall usage - Free  
Additional Rolloff

Haul Rate	Disposal per ton
\$ 264.75	\$ 38.46

**City of Parker  
Base Rates 12/01/24**

**CPI % 5.010%**  
1.0501

Residential Service 1x a week (2 carts)	\$ 14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.52
Recycling Service	\$ 6.55
Additional cart	\$ 9.83
Carry Out Service	\$ 23.23
Extra Cart Carry Out Service	\$ 13.14
Special bulk services - per hour	\$ 109.62
Replacement recycle cart	\$ 57.69

**Commercial and Industrial base rates**

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 176.93	\$ 295.25	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 153.01
Removal	\$ 153.01
Relocate	\$ 153.01
Exchange	\$ 153.01
Extra Yards (per yard)	\$ 50.19
Casters (per collection, per container)	\$ 6.12
Locks (per collection, per container)	\$ 3.07
Enclosures (per collection, per container)	\$ 3.07

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 153.01	\$ 4.04	\$ 122.84	\$ 278.01	\$ 40.39

Removal	\$ 153.01	Wash	\$ 306.04
Dry Run	\$ 208.10	Liner	\$ 42.84
Relocate	\$ 153.01		

**City Services**

City Hall - 4 Free rollofs per year / city events  
(1) 30-yd rolloff City Hall usage - Free  
Additional Rolloff

Haul Rate	Disposal per ton
\$ 278.01	\$ 40.39

**City of Parker  
Base Rates 12/01/25**

**CPI % 0.000%**

1

Residential Service 1x a week (2 carts)	\$ 14.17
Brush / Bulk - rate is included in the MSW rate (10-yd max)	\$ 2.52
Recycling Service	\$ 6.55
Additional cart	\$ 9.83
Carry Out Service	\$ 23.23
Extra Cart Carry Out Service	\$ 13.14
Special bulk services - per hour	\$ 109.62
Replacement recycle cart	\$ 57.69

**Commercial and Industrial base rates**

Size	1x	2x	3x	4x	5x	6x	Extra
8-yd	\$ 176.93	\$ 295.25	\$ -	\$ -	\$ -	\$ -	\$ -

Delivery	\$ 153.01
Removal	\$ 153.01
Relocate	\$ 153.01
Exchange	\$ 153.01
Extra Yards (per yard)	\$ 50.19
Casters (per collection, per container)	\$ 6.12
Locks (per collection, per container)	\$ 3.07
Enclosures (per collection, per container)	\$ 3.07

Size	Delivery	Daily Rental	Monthly Rental	Haul Rate	Disposal per ton
30-yd	\$ 153.01	\$ 4.04	\$ 122.84	\$ 278.01	\$ 40.39

Removal	\$ 153.01	Wash	\$ 306.04
Dry Run	\$ 208.10	Liner	\$ 42.84
Relocate	\$ 153.01		

**City Services**

City Hall - 4 Free rollofs per year / city events

(1) 30-yd rolloff City Hall usage - Free

Additional Rolloff

Haul Rate	Disposal per ton
\$ 278.01	\$ 40.39

**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 rollofs 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



Unit \$57.12

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23

**3. Collection and Processing.** City shall pay Company a rate of \$5.68 per Unit, \$2 collection and \$2.96 for processing of Recyclable Materials from [Residential Units, Facilities, Small Commercial Units, Large Commercial Units, Industrial Permar Industrial Temporary Units]. City's Collection and Processing rate assumes that, on average, Recyclable Material consists of no more than 20% Unacceptable Material (the "**Unacceptable Material Threshold**"). The Collection and Processing rate is subject to Rate Adjustments set forth in Section 7 of the Agreement.

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

S. Recycling Container: Recycling Container means a plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of not less than five (95) gallons provided by Contractor. All Recycling Containers and other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. City and Customers shall use the equipment only for its proper and intended purpose. Customers 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 initiated for a Recycling Container. Residential Customers may receive one additional Recycling Container at an additional fee of \$50.00. Customer is not required to pay for damage to Contractor's equipment.



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The term of this Agreement shall begin as of the Effective Date (defined on the side below) and shall continue through December 31, 2026, except as it may be extended below. On or before October 1, 2026 (the "Termination Notice Deadline"), either party shall provide written notice to the other party that it intends to terminate this Agreement ("Termination Notice") effective December 31, 2026 (the "Termination Date"). If a 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 costs 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 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 amounts paid by the non-breaching party as a result of the breach of this Agreement.

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## SECTION 5.

## CHARGES

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

B. Base Rate Adjustments: Upon request by Contractor but not more than once per calendar year, the City will consider adjustments to the monthly service charge and 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) disposal costs after the first year of the contract (iii) increased fuel costs; or (iv) changes in state, or federal statutes, rules, ordinances, regulations, or other laws. Any proposed adjustments shall 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 increases.

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

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ii) increase in  
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C. Government Fees: Contractor shall be entitled to petition the City Council for 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 service conducted by Contractor in the operation of a sanitary Landfill.

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

E. Customer Billing: City agrees to bill all residential Customers within the City limits of Parker, Texas.

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

Council for an  
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## Consumer Price Index 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:** 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
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	277.824
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117		

Dec	HALF1	HALF2
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
278.464	270.076	276.337
292.915	284.687	291.425
	299.305	



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for [REDACTED]
Estimated Cost:	Date Prepared:	November 4, 2024
Exhibits:	<ol style="list-style-type: none"> <li><b><u>Proposed Resolution</u></b></li> <li><b><u>Res. No. 2022-703 (Newsletter Committee Appointments/Guidelines (Production &amp; Publication))</u></b></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-821, ABOLISHING THE NEWSLETTER COMMITTEE.

### SUMMARY

The Newsletter Committee is currently out of date and has not been producing a newsletter in recent years.

### 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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**RESOLUTION NO. 2024-821**  
*(Abolishing the Newsletter Committee)*

**A RESOLUTION OF THE CITY OF PARKER, TEXAS, ABOLISHING  
THE NEWSLETTER COMMITTEE.**

**WHEREAS**, the City created a newsletter committee for which members were appointed to serve and for which procedures were modified and amended in Resolutions 2011-336, 2012-361, 2012-377, 20130411, 2014-437, 2016-517, 2018-575, and 2018-578; and

**WHEREAS**, the City has determined that the purposes for which the newsletter was created are now met by other means, rendering the newsletter obsolete.

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

**Section 1.** The Newsletter Committee is hereby abolished.

**Section 2.** Resolutions 2011-336, 2012-361, 2012-377, 20130411, 2014-437, 2016-517, 2018-575, and 2018-578 shall have no further force and effect.

**DULY RESOLVED** by the City Council of the City of Parker, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTEST:

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

APPROVED TO FORM:

\_\_\_\_\_  
Interim City Attorney Catherine Clifton

**RESOLUTION NO. 2022-703***(Newsletter Committee Appointments)***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,  
COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON  
THE NEWSLETTER COMMITTEE FOR 2022-2024.**

**WHEREAS** the City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events; and

**WHEREAS** the committee has been composed of the Mayor, one (1) Councilmember, the City Administrator, and the City Secretary; and

**WHEREAS** the City Council has previously determined guidelines approved in Resolution No. 2014-437 and attached hereto as Exhibit A, providing a procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

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

The following persons are appointed to the Newsletter committee for the 2022-2024 term:

Mayor Lee Pettie, City Administrator, City Secretary; and Councilmember Cindy Meyer.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 7th day of June, 2022.

**CITY OF PARKER:**

Lee Pettie  
Lee Pettie, Mayor

**ATTEST:**

Patti Scott Grey  
Patti Scott Grey, City Secretary

**APPROVED AS TO FORM:**

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



## **Exhibit A**

### **1.0 Purpose and Scope**

The City Council of the City of Parker has formed a Newsletter Committee to provide the citizens with a municipal newsletter providing current information regarding City activities and events.

### **2.0 Committee**

There shall be a Committee consisting of the Mayor, 1 (one) Councilmember, the City Administrator, and the City Secretary. Councilmember appointments shall be reviewed every two years in June

### **3.0 Content**

The content is to consist of City business including, but not limited to: Council actions, City finance, police and fire services, community development, elections, City events.

If space allows City organizations/clubs, whose membership consists of 75% Parker residents and which makes donations to the City of Parker in their yearly budget, and human interest stories on Parker residents.

### **4.0 Schedule**

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published quarterly: winter, spring, summer and fall.



## 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 Mayor Pettie
Estimated Cost:	Date Prepared:	October 31, 2024
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### UPDATE(S):

FM2551

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

COMP PLAN

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

PROJECTS IN PROGRESS

ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)

NOISE COMMITTEE

MONTHLY/QUARTERLY REPORTS

[Investment 3rd Qtr. Report 2024](#)

ANY ADDITIONAL UPDATES

### SUMMARY

*Please review information provided.*

### 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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/08/2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024



## 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
Estimated Cost:	Date Prepared: October 31, 2024
Exhibits:	<a href="#">Future Agenda Items</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:	11/07/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/7 /2024 via Municode
Mayor	<i>Lee Pettie</i>	Date:	11/xx/2024

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
<b>2024</b>			
Feb(Mar), <del>May (July), Aug, Nov</del>	Fire Department Quarterly Report	Sheff/Miller	2nd Qtr 2024 0917 CC Agenda - Done
Feb(Mar), <del>May (July), Aug, Nov</del>	Investment Quarterly Report	Savage	3rd Qtr 2024 1112 - Done
Feb(Mar), May (July), Aug, Nov	Enterprise Update	ICA CC/F-HR GS	Waiting on Update (2024 1002 CC Mrg - next week)
	Mayor Pettie 2024 1104 Update	Pettie	Mayor Pettie 2024 1104 Update
<b>November 19, 2024</b>	Water issues (NTMWD, Moratorium. exceptio		
	ILA St. Paul if not done		
<b>November 12, 2024</b>	Enterprise contract, if not done		
<b>November 19, 2024</b>	Pump Station if not done		
<b>December 3, 2024</b>	Records retention policy		
<b>December 3, 2024</b>	Annual records review		
	Any resolutions ready		
<b>November 19, 2024</b>	Any plats ready		
	Any ILAs ready		
<b>November 12, 2024</b>	Republic Contract if not done		
<b>November 12, 2024</b>	Tax roll certification if not done		
	Engineering RFQs		
	Board/Commission appointments		
<b>November 12, 2024</b>	TMRS		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
November 19, 2024	Comp plan if we need to formally accept it from P and z		
November 19, 2024	Rescind newsletter committee		
	Presentation:	Pettle	Per Mayor Pettle 2024 0826 email
TBD	Town Hall		
	Updates:	Pettle	Per Mayor Pettle 2024 1013 email
November 19, 2024	FM2551		
November 19, 2024	NTMWD		
November 19, 2024	Comp plan		Tentative 2024 1024 P&Z
November 19, 2024	TCEQ		
November 19, 2024	Projects in Progress		
November 19, 2024	Engineering contracts		
November 19, 2024	Noise Committee		
	Workshops:	Pettle	Per Mayor Pettle 2024 1104 email
TBD	city protocols - Minutes, Agendas, Open Records requests process, etc.		
TBD	Comp plan with p and z		Tentatively - 2024 1119
TBD	Departmental Reports		
TBD	Zoning Codes (SAD, Commercial/retain)		
TBD	Public Works		
TBD	Police		
TBD	Personnel Manual		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
TBD	Signage (political, rezoning, electronic)		
	Future Agenda Items	Pettie	Per Mayor Pettie 2024 1104 email
TBD	Southridge gate 2025		
TBD	Newsletter committee		
TBD	Procedural Manual		
TBD	Personnel Manual		
TBD	Procedures for Presentations		
TBD	Procedures for agendas		
TBD	Employment :Required time with city for paid training		
TBD	water impact fees (July 2025)		
TBD	CIP updates (April/May 2025)		
TBD	Microphones for Council Chambers, if not done	IT MF	Information Technology Mike Farchie
TBD	Pump station if not done		
TBD	Records retention policy		
TBD	Annual records review		
TBD	Any ILAs needed		
TBD	St Paul ILA/agreement		
TBD	Exceptions/Exemptions to water moratorium	ICA CC	
TBD	Attorney appointment		

**FUTURE AGENDA ITEMS**

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
TBD	Sign ordinance revisions consideration		
TBD	Leash law		