



AGENDA

CITY COUNCIL REGULAR MEETING

DECEMBER 3, 2024 @ 5:30 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, December 3, 2024 at 5:30 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

EXECUTIVE SESSION (5:30 - 7:00 PM) – Pursuant to the provision of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

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

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

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

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

RECONVENE REGULAR MEETING.

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

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

- 1. CANCELED** - 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

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

2. APPROVAL OF MEETING MINUTES FOR OCTOBER 22, 2024. [SPECIAL MEETING]
3. APPROVAL OF MEETING MINUTES FOR NOVEMBER 19, 2024. [REGULAR MEETING]

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF. [Rescheduled from 2024 1112 and 2024 1119]
SWEARING-IN AND BADGE PINNING CEREMONY
5. CONSIDERATION AND/OR ANY OTHER ACTION ON THE “WATER CCN TRANSFER PAYMENT AGREEMENT” BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER’S CCN TO THE CITY OF WYLIE’S CCN. [ORDINANCE NO. 881] [Postponed from 2024 1119]
6. CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER, BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER’S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY (“CCN”) TO WYLIE’S WATER CCN. [ORDINANCE NO. 882] [Postponed from 2024 1119]
7. CONSIDERATION AND/OR APPROPRIATE ACTION ON THE “FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT,” PROVIDING FOR A SECOND POINT OF DELIVERY FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS. [ORDINANCE NO. 883] [Postponed from 2024 1119]
8. 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. [Rescheduled from 2024 1112]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-820, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT. [Rescheduled from 2024 1112]
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-822 APPROVING AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER FOR AUTOMATIC FIRE AND EMS ASSISTANCE.
11. **KINGS CROSSING PHASE 5 FINAL PLAT LOTS 26 & 27, BLOCK F MUNICIPAL SERVICES AGREEMENT (MSA) AND ANNEXATION:**

KINGS CROSSING PHASE 5 FINAL PLAT LOTS 26 & 27, BLOCK F WAS ON THE OCTOBER 22 , 2024 CITY COUNCIL AGENDA AND APPROVED BY INACTION ON OCTOBER 26, 2024 (EXPIRATION OF 30 DAYS).

KINGS CROSSING PHASE 5 LOTS 26 & 27, BLOCK F SERVICE AGREEMENT

PUBLIC HEARING KINGS CROSSING PHASE 5 LOTS 26 & 27, BLOCK F ANNEXATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 884, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 885, ANNEXING APPROXIMATELY 2.078 ACRES INTO THE CITY LIMITS.

ROUTINE ITEMS

12. 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

ANY ADDITIONAL UPDATES

DONATION(S)

13. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Pam and Allen Terrell donated 2 Starbucks coffee ground plus 1 Box hot chocolate mix valued at approximately \$40 to the Parker Police Department.

FUTURE AGENDA ITEMS

14. 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 29, 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.

Date Notice Removed

Patti Scott Grey

City Secretary

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	November 18, 2024
Exhibits:	<u>None</u>	

AGENDA SUBJECT

CANCELED - 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			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/22/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	November 18, 2024
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR OCTOBER 22, 2024. [SPECIAL MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/xx/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/xx/2024



MINUTES
CITY COUNCIL MEETING
OCTOBER 22, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

LOCATION –Parker City Hall – 5:00 PM

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

Mayor Lee Pettle called the meeting to order at 5:27 p.m. Mayor Pro Tem Jim Reed and Councilmembers Randy Kercho, Amanda Noe, and Buddy Pilgrim were present. Councilmember Todd Fecht was absent.

Staff Present: Deputy City Secretary/Court Clerk Lori Newton, Fire Chief Mike Sheff, Assistant Fire Chief Justin Miller, and Fire Division Chief (Admin) Jeff Kendrick

Mayor Lee Pettle recessed the meeting to **Parker City Hall - Fire Department** at 5:28 p.m.

WORKSHOP (5:00 – 7:00 PM)

LOCATION - Parker City Hall - Fire Department

RECONVENE MEETING.

Fire Department (Fire Procedures/Apparatus) by Assistant Fire Chief Justin Miller and Division Chief (Admin) Jeff Kendrick

Mayor Lee Pettle reconvened the meeting at 5:29 p.m.

Mayor Pettle recognized Assistant Fire Chief Justin Miller and Division Chief (Admin) Jeff Kendrick. They reviewed a handout, "Parker Fire Department". [See **Exhibit 1** – Parker Fire Department handout, dated Tuesday, October 22, 2024.]

Assistant Fire Chief Justin Miller and Division Chief (Admin) Jeff Kendrick, responded to questions.

Mayor Lee Pettle ended the workshop and adjourned at 6:45 p.m.

CALL TO ORDER – Roll Call and Determination of a Quorum (Tentative - Parker City Hall)

LOCATION - Parker City Hall – 7:00 PM

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

Mayor Lee Pettle called the meeting to order at 7:01 p.m. Mayor Pro Tem Jim Reed and Councilmembers Randy Kercho, Amanda Noe, and Buddy Pilgrim were present. Councilmember Todd Fecht was absent.

Staff Present: Deputy City Secretary/Court Clerk Lori Newton, Finance/Human Resources Director Grant Savage (his office), Interim City Attorney Catherine Clifton,

Public Works Director Gary Machado, City Engineer Gary C. Hendricks, P.E., R.P.L.S., Fire Chief Mike Sheff, and Police Chief Kenneth Price

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Steve Sallman led the pledge.

TEXAS PLEDGE: Lynnette Ammar led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

1. NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 26, 2024, 10 AM – 2 PM

CANCEL NOVEMBER 5, 2024 REGULAR CITY COUNCIL MEETING RESCHEDULED DUE TO GENERAL ELECTION TO NOVEMBER 12, 2024

REMINDER – NOVEMBER 5, 2024 – GENERAL ELECTION (EV AND ED INFO) – Early Voting Dates and Times

Monday, October 21, 2024 – Friday, October 25, 2024 8 a.m. – 5 p.m.

Saturday, October 26, 2024 7 a.m. – 7 p.m.

Sunday, October 27, 2024 11 a.m. – 5 p.m.

Monday, October 28, 2024 – Friday, November 1, 2024 7 a.m. – 7 p.m.

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

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

2. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 17, 2024. [REGULAR MEETING]

3. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 19, 2024. [SPECIAL MEETING – EXECUTIVE SESSION ONLY]

4. APPROVAL OF MEETING MINUTES FOR OCTOBER 2, 2024. [SPECIAL MEETING]

MOTION: Mayor Pro Tem Reed moved to approve the consent agenda items 2 through 4 as presented. Councilmember Noe seconded with Councilmembers Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-814 AWARDING CONTRACT FOR THE DUBLIN ROAD WATER LINE PROJECT.

MOTION: Councilmember Noe moved to approve Resolution No. 2024-814 awarding a contract for the Dublin Road Water Line Project to A&M Construction & Utilities, Inc.

of Rowlett, Texas, for the recommended lowest base bid in the amount of \$1,539,552.00 [**See Exhibit 2 – Corrected Resolution No. 2024-814 and Engineering letter, reflecting correct bid tabulation amount**, dated Tuesday, October 22, 2024.]. Councilmember Pilgrim seconded with Councilmembers Noe and Pilgrim voting for and Councilmembers Kercho and Reed voting against (Tie 2-2). Mayor Pettle voting for the motion, breaking the tie vote. Motion carried 3-2.

6. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING PHASE 5 FINAL PLAT LOTS 26 & 27, BLOCK F.

Developer Steve Sallman with the Warner Group, Inc., 4040 N. Central Expressway, Suite 850 Dallas, Texas 75204, reviewed the Kings Crossing Phase 5 Final Plat Lots 26 & 27, Block F and requested City Council approve the final plat.

MOTION: Councilmember Noe moved to postpone action on Kings Crossing Phase 5 Final Plat Lots 26 & 27, Block F. Councilmember Kercho seconded with Councilmembers Kercho, Noe, and Reed voting for and Councilmember Pilgrim against. Motion to postpone carried.

Note: *The plat was submitted to the City on the 29th of August, 2024. The Planning and Zoning Commission of the City of Parker approved the foregoing final plat on the 26th of September, 2024, and the City Council of the City of Parker failed to approve, approve with conditions, or disapprove said final plat on or before the 26th day of October, 2024 as required by Tex. Loc. Gov't Code Ann. § 212.009(b). Pursuant to Tex. Loc. Gov't Code Ann. §212.009(d), the City Council of the City of Parker hereby deems the foregoing final plat to be effective as of October 28, 2024 and issues an approval certificate in lieu of the certificate required by Tex. Loc. Gov't Code Ann. § 212.009(c).*

Note: Public Works Director Machado provided City Engineer Joe R. Carter, P.E., C.F.M. Kings Crossing Phase 6 – Drainage Analysis Sixth Review Letter, dated February 2, 2024, as requested, during this item. [**See Exhibit 3 – City Engineer Joe R. Carter, P.E., C.F.M. Kings Crossing Phase 6 – Drainage Analysis Sixth Review Letter, dated February 2, 2024.**]

7. REZONING 1 – [MM SOUTH FORK 241, LLC - APPROXIMATELY 151.316 ACRES]:

PUBLIC HEARING REGARDING REQUEST FOR ~~PERMANENT~~ ZONING ON APPROXIMATELY 151.316 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE SHERWOOD HERRING SURVEY, ABSTRACT NO. 404, EAST OF N MURPHY RD AND SOUTH OF PARKER RD, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).

Mayor Lee Pettle opened the public hearing to receive comments regarding a request for zoning on approximately 151.316 acres of land in the City of Parker, Texas, generally located in the Sherwood Herring Survey, Abstract No. 404, east of N. Murphy Road and south of Parker Road, Collin County, Texas to Single-Family Residential (SF), more specifically a request was for rezoning from Special Activities District to Single Family residential for 151.316 acres of the South Fork property on

the east side of Hogge. This does not include the entertainment venue, Mansion or event center at 8:19 p.m.

Vice President of Centurion American Sean Terry reviewed the zoning for MM South Fork 241, LLC - approximately 151.316 acres and requested approval.

Lynnette Ammar, 6903 Audubon Drive, said she represented Brooks Farm Subdivision, which has concerns regarding noise and drainage. Ms. Ammar requested these issues be addressed by South Fork so Brooks Fam Subdivision is not negatively impacted. Ms. Ammar also said the subdivision is willing to work with South Fork to resolve the issues.

No one else came forward. Mayor Pettle closed the public hearing at 8:32 p.m.

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 876 REZONING THE MM SOUTH FORK 241, LLC REQUEST FOR PERMANENT ZONING ON APPROXIMATELY 151.316 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE SHERWOOD HERRING SURVEY, ABSTRACT NO. 404, EAST OF N MURPHY RD AND SOUTH OF PARKER RD, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).

MOTION: Councilmember Pilgrim moved to approve Ordinance No. 876 rezoning the Mm South Fork 241, LLC request for zoning on approximately 151.316 acres of land in the City of Parker, Texas, generally located in the Sherwood Herring Survey, Abstract No. 404, east of N. Murphy Road and south of Parker Road, Collin County, Texas to Single-Family Residential (SF), more specifically a request was for rezoning from Special Activities District to Single Family residential for 151.316 acres of the South Fork property on the east side of Hogge. This does not include the entertainment venue, Mansion or event center. Mayor Pro Tem Reed seconded with Councilmembers Kercho, Pilgrim, and Reed voting for the motion and Councilmember Noe voting against the motion. Motion carried 3-1.

8. REZONING 2– [MM SOUTH FORK 241, LLC - APPROXIMATELY 54.053 ACRES]:

PUBLIC HEARING REGARDING REQUEST FOR PERMANENT ZONING ON APPROXIMATELY 54.053 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE JOSEPH RUSSELL SURVEY, ABSTRACT NO. 778, WEST OF N MURPHY RD AND SOUTH OF PARKER RD, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).

Mayor Lee Pettle opened the public hearing to receive comments regarding a request for zoning on approximately 54.053 acres of land in the City of Parker, Texas, generally located in the Joseph Russell Survey, Abstract No. 778, west of N. Murphy Road and south of Parker Road, Collin County, Texas to Single-Family Residential (SF), more specifically a request was for rezoning from Agricultural Open Spaces to Single Family residential for 54.053 acres of the South Fork property on the west side of Hogge at 9:10 p.m.

Vice President of Centurion American Sean Terry (**inaudible/not at the microphone**) reviewed the zoning for MM South Fork 241, LLC - approximately 54.053 acres and requested approval, restating much of the information in the previous rezoning. Mr. Terry added he has been meeting with neighbors regarding concerns of the area's changing from agricultural or residential.

No one else came forward. Mayor Pettle closed the public hearing at 9:10 p.m.

CONSIDERATION AND/OR AN APPROPRIATE ACTION ON ORDINANCE NO. 877 REZONING THE MM SOUTH FORK 241, LLC REQUEST FOR PERMANENT ZONING ON APPROXIMATELY 54.053 ACRES OF LAND IN THE CITY OF PARKER, TEXAS, GENERALLY LOCATED IN THE JOSEPH RUSSELL SURVEY, ABSTRACT NO. 778, WEST OF N MURPHY RD AND SOUTH OF PARKER RD, COLLIN COUNTY, TEXAS TO SINGLE-FAMILY RESIDENTIAL (SF).

MOTION: Councilmember Noe moved to postpone the rezoning to the next meeting. There was no second. Motion died for lack of a second.

MOTION: Mayor Pro Tem Reed moved to approve Ordinance No. 877 rezoning the MM South Fork 241, LLC request for zoning on approximately 54.053 acres of land in the City of Parker, Texas, generally located in the Joseph Russell Survey, Abstract No. 778, west of N. Murphy Road and south of Parker Road, Collin County, Texas to Single-Family Residential (SF), more specifically a request was for rezoning from Agricultural Open Spaces to Single Family residential for 54.053 acres of the South Fork property on the west side of Hogge. Councilmember Pilgrim seconded with Councilmembers Pilgrim and Reed voted and Councilmembers Kercho and Noe voting against (Tie 2-2). Mayor Pettle voting for the motion, breaking the tie vote. Motion carried 3-2.

ROUTINE ITEMS

9. UPDATE(S):

FM2551

Public Works Director Gary Machado said Texas Department of Transportation (TxDOT) is behind schedule, but they are moving forward and making progress.

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

No update

COMP PLAN

The COMP Plan is on the Thursday, October 24, 2024, 5:30 p.m. Planning and Zoning (P&Z) Commission agenda.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

No update

PROJECTS IN PROGRESS

ENGINEERING CONTRACT REVIEW

A meeting is being scheduled. Updates will be provided as they become available.

NOISE COMMITTEE

Please see Councilmember Fecht's update attached. [See **Exhibit 4** – Councilmember Todd Fecht's update, dated Tuesday, October 22, 2024.] Councilmember Kercho noted he has reached out to Southfork and Cross Creek Ranch to join the noise committee. Southfork Ranch has responded, but not response from Cross Creek Ranch. The next Noise Committee is scheduled for November 7, 2024 at 5:00 p.m.

ANY ADDITIONAL UPDATES

Extra-Territorial Jurisdiction (ETJ) / Municipal Utility District (MUD) PROPERTY:

Councilmember Pilgrim said he and Mayor Pettle met with a potential investor at the Huffines request. Mr. Pilgrim indicated while there was still a great deal unknown, the potential investor's vision seemed more in line with Parker's.

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

[September 2024 - Building Permit/Code Report](#)

[September 2024 – Court Report](#)

[September 2024 – Police Report](#)

[September 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

DONATION(S)

10. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Parker Women's Club (PWC) donated \$750 (Check #1740 for shoes) to the Police Department.

Estate Lane (for NNO) donated cash/check \$325 with half going to the Police Department (\$162.50) and half going to the Fire Department (\$162.50).

Sam and April Loera donated chips and cookies valued at \$30 to the Police Department.

Manny (LNU) donated 1 case water and 1 case soda valued at \$15 to the Police Department.

Greg and Julie Regh donated edible arrangements valued at \$25 to the Police Department.

Chip and Linda Justice donated Tiff's Treats valued at \$50 to the Police Department.

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

FUTURE AGENDA ITEMS

11. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda. The following items were requested:

City Administrator position

Personnel Manual/Employee Handbook

Hearing no additional requests, she encouraged everyone to email her any requests. She noted the next regularly scheduled meeting for Tuesday, November 5, 2024, has been canceled, due to Election Day voting, and a special meeting has been scheduled for Tuesday, November 12, 2024.

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

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

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

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, and duties of a City Attorney,

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 9:59 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 11:10 p.m.

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

MOTION: Mayor Pro Tem Reed moved to reject all city attorney applications submitted to the City of Parker. Councilmember Noe seconded with Councilmembers Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 11:12 p.m.

APPROVED:

Mayor Lee Pettle

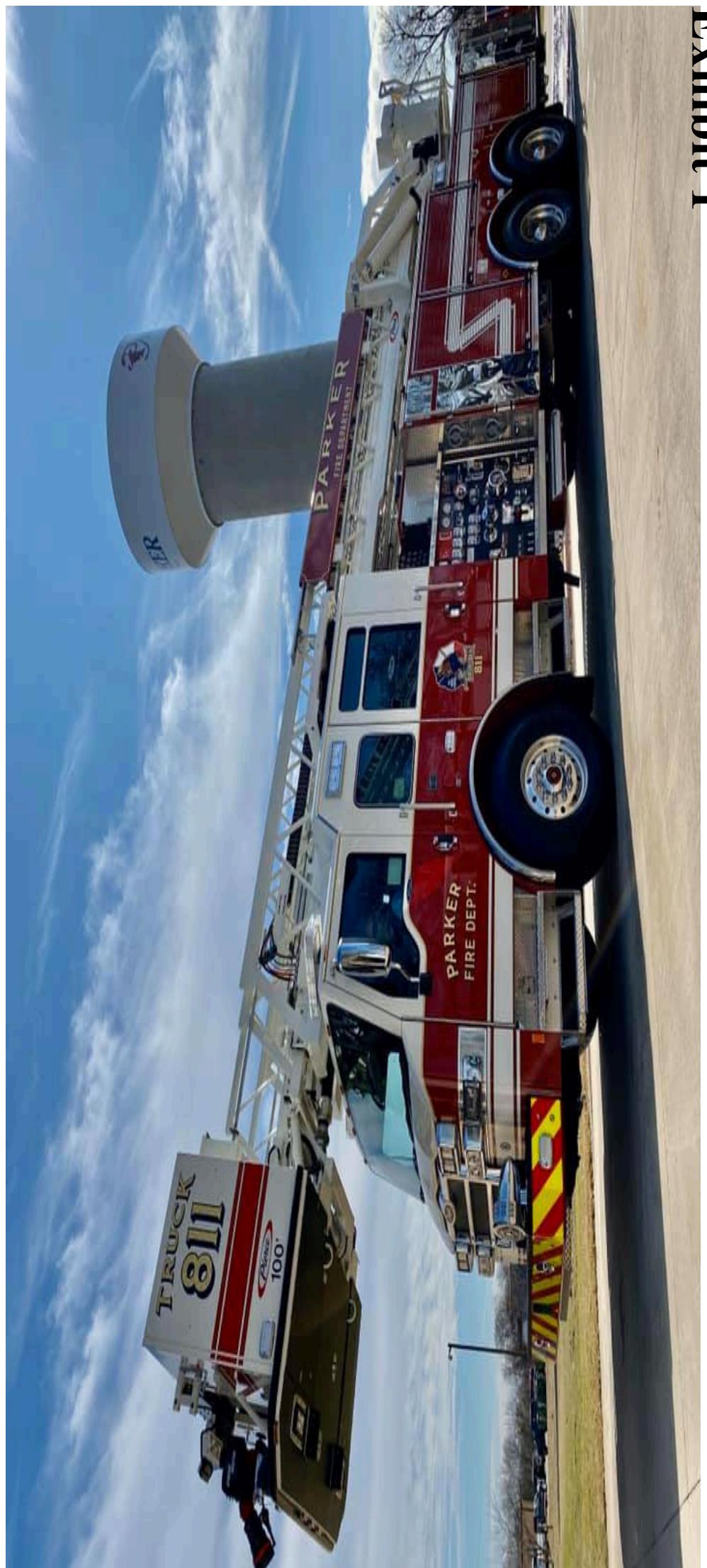
ATTESTED:

Approved on the 12th day
of November, 2024.

Patti Scott Grey, City Secretary

PROPOSED

Parker Fire Department

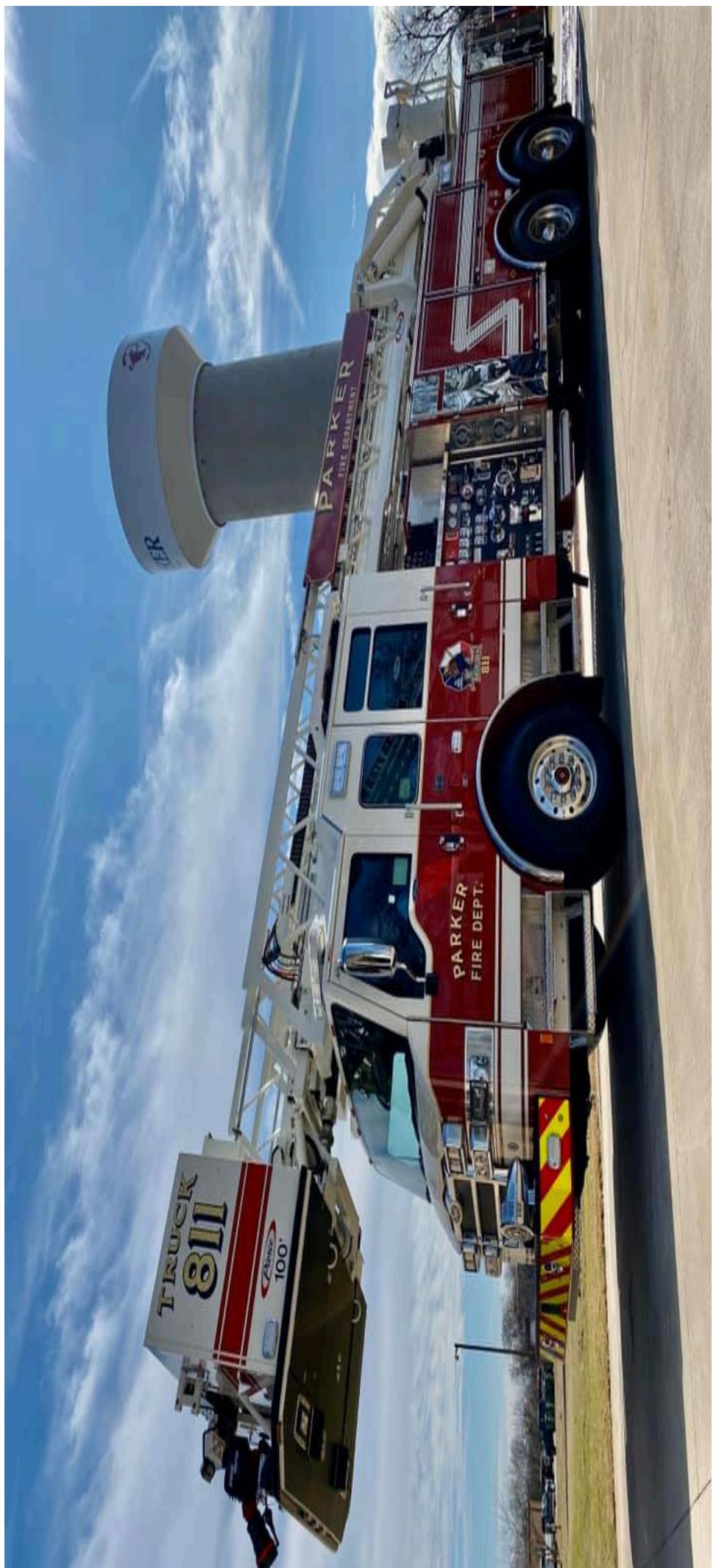


Current Members

- Chief Sheff
- Assistant Chief Miller (Operations)
- Division Chief Kendrick (Administration)
- 3 Captains (Responsible for 3 Shifts)
- 9 Lieutenants (Responsible for their crew)
- 11 Engineers
- 14 Firefighters
- 35 Career Firefighters



Truck 811



Engine 811



Engine 811 (2025 – 2026)

- Engine 811 will be replaced within the next year.
- New Engine 811 is pending being built with Rosenbauer.
- Expected time from contract execution was 2 years
- New Engine will replace both Engine 811 and 812 which was already purchased by Daeco.

Brush 811



New Brush 811 prebuild will take place on Nov 14th. This is with the Siddens Martin Group.

Completion should take around 6-9 months pending parts and materials.

Brush 811 (2025)



Brush 811 Cont:

- Old Brush811 will go up for auction or sale upon the arrival of New Brush 811. We are looking at the best options for this process at the moment.
- Brush 811 is utilized for special events: Southfork Fireworks, Plano Fire works, and Murphy Maize Daize.
-



Tac 811

Tac 811 was approved for replacement this last budget cycle.

We are looking for options for this at the moment to provide the City and customers the best price and service possible.

Questions

- **Why do we respond with a Truck or Engine on a medical call?** We respond as first responders within our City to best serve our citizens. This response is quick and we can start patient care before the responding ambulance arrives.
- **How many Fire Dept members are on staff each day?** Our staffing is 3 members per day with a minimum of 2 members. There are times when members are asked to work extra at there full-time jobs or members become ill and we are not meeting our 3 member requirement.
- **How the schedule works?** We operate an A,B,C shift schedule. Each shift works 24 hours and has off 12 days until there next scheduled shift. Each member is allotted 1000 hours per year.
- **Future plans for staffing.** Our goal is to have full-time members within 3 years. We are the only part-time agency that operates at a full-time capacity in Collin County.

RESOLUTION NO. 2024-814
(Dublin Road Water Line Project Bid Award)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH A&M CONSTRUCTION & UTILITIES, INC., FOR THE DUBLIN ROAD WATER LINE PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Dublin Road Water Line Project; and

WHEREAS, the City Engineer has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and other evaluation factors included in the competitive sealed proposals;

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

SECTION 1. The items in the following competitive sealed proposal for materials, equipment, supplies, and services shown in the competitive sealed proposals received by the City are hereby and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the competitive sealed proposal.

<u>CONTRACTOR</u>	<u>AMOUNT</u>
A&M Construction & Utilities, Inc.	\$1,539,552.00

SECTION 2. That by acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, quantities, and for the specified sums contained in the bid invitations, bid, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the Mayor, or their designee, is hereby authorized to execute the written contract, provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the bid and related documents herein approved and accepted.

SECTION 4. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 5. By the acceptance approval of the above bid, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bid.

SECTION 6. This resolution shall take effect immediately upon passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS, THIS 22ND DAY OF OCTOBER 2024.**



APPROVED:
CITY OF PARKER

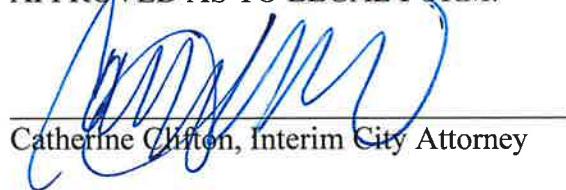

Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:


Catherine Clifton, Interim City Attorney

50

Years
(1969 - 2019)**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

GARY C. HENDRICKS, P.E., R.P.L.S.
 JOE R. CARTER, P.E.
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 DEREK B. CHANEY, P.E., R.P.L.S.
 CRAIG M. KERKHOFF, P.E.
 JUSTIN R. IVY, P.E.
 COOPER REINBOLD, P.E.
 CHASE CRAWFORD, R.P.L.S.

October 16, 2024

Mr. Gary Machado
 Director of Public Works
 City of Parker
 5700 E. Parker Road
 Parker, Texas 75002

Re: Dublin Road Water Line

Dear Mr. Machado:

We have checked the bids received at 3:00 p.m., Thursday, October 3, 2024, for the Dublin Road Water Line project. Eight contractors submitted bids on this project, and we are enclosing one (1) copy of the Bid Summary and itemized Bid Tabulation for the City's reference and files.

A&M Construction & Utilities, Inc., of Rowlett, Texas submitted the lowest base bid in the amount of \$1,539,552.00.

We have previous construction project experience with this contractor who has experience with projects similar to the Dublin Road Water Line, and checked outside references provided by the contractor. Based on the information available to us, we recommend the City accept the base bid from A&M Construction & Utilities, Inc., and award them a construction contract in the amount of \$1,539,552.00.

We are available to discuss this project and our recommendations further at your convenience.

Sincerely,


 Craig M. Kerkhoff, P.E.

Enclosures

TABULATION OF BIDS										Meeting Date: 12/03/2024 Item 2.				
Project: CITY OF PARKER BIRKHoff, HENDRICKS & CARTER, L.L.P. 8-INCH DUBLIN WATER LINE										BID OF				
										BID OF				
										BID OF				
Item No.	Quantity	Unit	Description			Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension			
1	1	L.S.	Mobilization , Bonds and Insurance			\$73,000.00	\$ 73,000.00	\$36,000.00	\$ 36,000.00	\$75,000.00	\$ 75,000.00			
2	6,183	L.F.	Furnish & Install 8-inch P.V.C. AWWA C900 DR18 Water Line by Open Cut with Class 'B-1' Embedment and All Fittings			\$77.00	\$ 476,091.00	\$102.00	\$ 630,666.00	\$79.00	\$ 488,457.00			
3	219	L.F.	Furnish & Install 6-Inch P.V.C. AWWA C900 DR18 Water Line by Open Cut with Class 'B-1' Embedment and All Fittings			\$72.00	\$ 15,768.00	\$97.00	\$ 21,243.00	\$80.00	\$ 17,520.00			
4	157	L.F.	Furnish & Install 4-Inch P.V.C. AWWA C900 DR18 Water Line by Open Cut with Class 'B-1' Embedment and All Fittings			\$55.00	\$ 8,635.00	\$82.00	\$ 12,874.00	\$60.00	\$ 9,420.00			
5	6	Ea.	Furnish & Install 8-inch Resilient Seated Gate Valve			\$2,850.00	\$ 17,100.00	\$3,100.00	\$ 18,600.00	\$4,400.00	\$ 26,400.00			
6	12	Ea.	Furnish & Install 6-inch Resilient Seated Gate Valve			\$1,600.00	\$ 19,200.00	\$2,100.00	\$ 25,200.00	\$2,900.00	\$ 34,800.00			
7	1	Ea.	Furnish & Install 4-inch Resilient Seated Gate Valve			\$1,400.00	\$ 1,400.00	\$1,700.00	\$ 2,200.00	\$2,000.00	\$ 1,600.00			
8	5	Ea.	Cut, Plug & Abandon Existing Water Line			\$900.00	\$ 4,500.00	\$1,500.00	\$ 2,500.00	\$1,000.00	\$ 5,000.00			
9	3	Ea.	Connect to Existing 6-inch Water Line			\$4,000.00	\$ 12,000.00	\$6,100.00	\$ 18,300.00	\$3,000.00	\$ 9,000.00			
10	2	Ea.	Connect to Existing 8-inch Water Line			\$4,200.00	\$ 8,400.00	\$6,300.00	\$ 12,600.00	\$1,500.00	\$ 7,000.00			
11	12	Ea.	Furnish & Install Standard Fire Hydrant Assembly			\$6,100.00	\$ 73,200.00	\$7,300.00	\$ 87,500.00	\$8,000.00	\$ 96,000.00			
12	11	Ea.	Remove & Salvage of Existing Fire Hydrant, including Valve and Piping			\$1,900.00	\$ 20,900.00	\$60.00	\$ 6,600.00	\$500.00	\$ 5,500.00			
13	40	Ea.	Transfer Water Service			\$2,100.00	\$ 84,000.00	\$1,600.00	\$ 64,000.00	\$2,000.00	\$ 80,000.00			
14	68	L.F.	Furnish & Install 2-inch Service Line (DR9)			\$200.00	\$ 13,600.00	\$47.00	\$ 3,196.00	\$75.00	\$ 5,100.00			
15	7	S.Y.	Remove & Replace Concrete Pavement, including Sawcut			\$150.00	\$ 1,050.00	\$276.00	\$ 1,932.00	\$200.00	\$ 1,400.00			
16	7,536	S.Y.	Remove Asphalt Pavement, including Sawcut			\$20.50	\$ 154,488.00	\$21.00	\$ 158,256.00	\$20.00	\$ 150,720.00			
17	68	S.Y.	Removal & Replace Gravel Driveway			\$60.00	\$ 4,080.00	\$36.00	\$ 2,448.00	\$45.00	\$ 3,050.00			
18	7,536	S.Y.	Furnish & Lay Asphalt Pavement including Base			\$52.00	\$ 391,872.00	\$66.00	\$ 497,376.00	\$66.00	\$ 497,376.00			
19	1	L.S.	Furnish Trench Safety System Plan			\$2,500.00	\$ 2,600.00	\$500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00			
20	6,152	L.F.	Trench Safety System Implementation			\$1.00	\$ 6,152.00	\$1.00	\$ 6,152.00	\$3.00	\$ 18,456.00			
21	6,836	S.Y.	Furnish & Establish Hydromulch			\$6.00	\$ 41,016.00	\$2.00	\$ 13,672.00	\$5.00	\$ 34,180.00			
22	1	L.S.	Furnish Erosion Control Plan			\$4,500.00	\$ 4,500.00	\$1,000.00	\$ 1,000.00	\$5,000.00	\$ 5,000.00			
23	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices			\$26,000.00	\$ 26,000.00	\$6,300.00	\$ 6,300.00	\$25,000.00	\$ 25,000.00			
24	1	L.S.	Furnish Traffic Control Plan			\$15,000.00	\$ 15,000.00	\$500.00	\$ 500.00	\$2,500.00	\$ 2,500.00			
25	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices			\$65,000.00	\$ 65,000.00	\$58,000.00	\$ 58,000.00	\$20,000.00	\$ 20,000.00			
TOTAL BASE BID AMOUNT: (ITEMS 1 THROUGH 25)										\$1,539,552.00	\$ 1,692,215.00			
										\$1,539,552.00	\$ 1,692,215.00			

\$1,539,552.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

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 JUSTIN R. IVY, P.E.
 COOPER E. REINBOLD, P.E.

February 2, 2024

Mr. Gary Machado
 City of Parker
 5700 E. Parker Rd.
 Parker, Texas 75002

Re: Kings Crossing Phase 6 – Drainage Analysis
 Sixth Review

Dear Mr. Machado:

This letter summarizes observations and recommendations from our sixth review of a Drainage Analysis for Phase 6 of Kings Crossing (117.5-acres), submitted by Pape-Dawson Engineers. The fourth review was only published as a draft and a meeting was held at Birkhoff, Hendricks & Carter, LLP with representatives of Pape-Dawson Engineers to go over the draft review. We received permission to review this submittal on January 30, 2024. The Drainage Analysis for Phase 6 of the Kings Crossing development is on Muddy Creek.

Our review of the submitted information is for conformance with the conformance to the City of Parker floodplain development requirements and good engineering practice for development in floodplains and floodways regulated by FEMA under the NFIP. Our review does not relieve the design engineer of their responsibilities as the engineer of record in accordance with the Texas Engineering Practice Act.

This study is not an application for a Letter of Map Revision (LOMR) and therefore the effected Flood Insurance Rate Map (FIRM) Panel(s) will not be revised based on this submittal. The LOMR submitted in March 2022 for Kings Crossing Phase 5 included a hydrologic model (HEC-HMS) for the entire basin upstream of Stinson Road in Lucas, Texas.

The outstanding observations and comments from previous reviews are listed below. Comments that were adequately responded to with the previous submittals have been removed. Our responses from the most recent review are shown under an open arrow bullet point. The engineer's responses to the most recent review are under an open diamond bullet point and our comments for this review are under a check mark bullet point.

The Executive summary states that an “unsteady HEC-RAS model” was developed to determine the impacts associated with the project site and determine what mitigation measures were required.

1. The LOMR prepared by NDM Engineers was not an “unsteady state model”. Most FEMA current effective hydraulic models are steady state models. We do not object to using “unsteady state” modeling; however, we recommend a Conditional Letter of Map Revision be submitted for unsteady state models to get FEMA’s opinion regarding the model.
 - PD: The purpose of this effort is to analyze the improvements and show no impacts are expected as a result of the project. It is not intended for FEMA submittal and review. The modeling for that effort will be performed as part of the LOMR and at that time, the effective model will be used.

Mr. Gary Machado
 City of Parker
 Drainage Analysis
 Kings Crossing Phase 6
 Sixth Review

- BHC: Normal engineering practice would modify (update) the current (effective) HEC-HMS model to analyze the hydrologic impacts of the proposed development. The response states this approach will be used for the LOMR at a later date. Describe all differences in the hydrologic parameters between the current (effective) HEC-HMS model and this model and the significant increases in flow for the existing condition.
- PD: A section has been added to the report titled, "Hydrologic Model Differences". The ultimate conclusion is that majority of the difference is related the ratioed flow that was completed in a 2013 iteration of the HEC-HMS model that was provided to FEMA for the LOMR. For this version, we decided to calculate the actual for the drainage area and allow that to determine the actual flow.
 - BHC: We reviewed the section describing model differences. We believe some of the changes in modeling parameters may result in overestimated flows. We do not see why this analysis is required when the initial response said the current hydrology would be used for the future LOMR.
 - ➔ PD: The effective HEC-HMS model was obtained. A Corrected Effective model was necessary because the Duplicate Effective hydrology contains one large drainage that includes our project site. The changes made to the Duplicate Effective hydrology were necessary to have an apples-to-apples comparison of the existing versus proposed conditions for the project site.
 - ⇒ BHC: Pape-Dawson confirmed the current study is based on an updated HEC-HMS model. Pape-Dawson stated that the HEC-HMS model is reasonable and represents current flood conditions. BHC requested Pape-Dawson incorporate the Walmart detention pond in the model and Pape Dawson reports they asked the City of Parker for that information, but it was not provided and Pape-Dawson feels the impact would be negligible. The Walmart is in the City of Lucas, and they should be contacted to obtain the information needed for the HEC-HMS model. BHC does not object to the model; however, points out that a LOMR based on this model would create controversy by significantly increasing flows at Lewis Lane and at West Lucas Road and raising base flood elevations in this reach.
 - ◊ PD: Using the traditional way of calculating and applying peak flows in our analysis, Pape-Dawson intends to submit a LOMR for the project area of Kings Crossing Phase 6, with horizontal and vertical tie-ins to effective FEMA mapping completely within City of Parker limits. The Walmart Pond has a footprint of approximately 1.5-acres compared to the 418-acre drainage area it falls inside, (0.35%). Its impact, if any, is expected to be insignificant and inconsequential to the 100-year peak flows being calculated and the location of the tie-ins being proposed in this study.
 - ☑ BHC: We do not object to this approach.

The Hydrology and Hydraulic Analysis "Revised Existing Conditions" section states that 80.6-acres was determined to drain to MC_R2620W2620 instead of MC_R2610W2610 per the current hydrologic model based on 2019 LiDAR data.

2. (Previous #3) This area reduction will result in lower flows throughout the reach upstream of MC_R2620W2620 and may increase flows throughout MC_R2610W2610. This revision should be

Mr. Gary Machado
 City of Parker
 Drainage Analysis
 Kings Crossing Phase 6
 Sixth Review

verified based on field observations instead of solely based on 2019 LiDAR data. Areas are shown north of Lucas Road draining across the road and to the south that need to be verified. Provide a 100-year flow comparison table for the current LOMR model and the “Revised Existing Conditions” model.

- PD: A site visit revealed that drainage assumptions are correct. Flow crosses W Lucas Road from the north to the south via 2-30-inch RCPs. Photos are and record drawings are attached. The table below provided a comparison of the peak flows for the current LOMR model and the Revised Existing Conditions model. The difference between the Current LOMR discharge and the Revised Existing Conditions discharge is related to the ratio that was used in the drainage analysis performed by Aqua Terra Engineering Consultants for Phase 1, completed in January 2013. Rather than using the ratioed flow, hydrologic parameters were used developed the hydrograph flows for the drainage area north W Lucas Road. This has also been added to the text of the report.

Flooding Source and Location	Current LOMR Peak Discharges (cfs)	Revised Existing Conditions Peak Discharges (cfs)
Below Confluence of Muddy Creek Trib 2	1-Percent	1-Percent
At Lewis Lane	2,047	3,393
At W. Lucas Road	870	1,354

- BHC: This approach produces flows over 65% greater than the current LOMR flows at Lewis Lane and over 55% greater than the current LOMR flows at W Lucas Road. This results in higher base flood elevations throughout the reaches. The freeboard for previous developments will be less than originally anticipated. Refer to the reply to Comment #1 above and the attached mark-up of the Revised Existing Conditions Land Use Map.
 - PD: A section has been added to the report titled, “Hydrologic Model Differences”. The previous table contained errors in the flow input conditions of the Revised Existing Conditions model. Upon correction of this error, the peak flows are now, as documented in the table below. The majority of the difference is related the ratioed flow that was completed in a 2013 iteration of the HEC-HMS model that was provided to FEMA for the LOMR.

Updated Flows from Memo dated 12/04/2023

Flooding Source and Location	Current LOMR Peak Discharges (cfs)	Revised Existing Conditions Peak Discharges (cfs)
Below Confluence of Muddy Creek Trib 2	1-Percent	1-Percent
At Lewis Lane	2,047	2,267
At W. Lucas Road	870	1,339

- BHC: The flows are 2,356 cfs at Lewis Lane and 1,281 cfs at W. Lucas Road. The updated flow is approximately 15% greater than the LOMR flow at Lewis Lane and approximately 47% greater than the LOMR flow at W. Lucas Road. We do not see why this analysis is required when the initial response said the current hydrology would be used for the future LOMR.
 - PD: The effective HEC-HMS model was obtained. A Corrected Effective model was necessary because the Duplicate Effective hydrology contains one large drainage that includes our project site. The changes made to the Duplicate Effective

Mr. Gary Machado
 City of Parker
 Drainage Analysis
 Kings Crossing Phase 6
 Sixth Review

hydrology were necessary to have an apples-to-apples comparison of the existing versus proposed conditions for the project site.

- ⇒ BHC: The flows published in the meeting memorandum are over 10% higher at Lewis Lane and 54% higher at Lucas Road than the current LOMR flows. Using this model for a future LOMR will need to update the “entire reach” included in the recent LOMR and it will impact properties in the City of Parker and the City of Lucas, including downstream of Stinson Road. BHC does not object to using the conservative hydrologic model in this report for Kings Crossing Phase 6 but does not recommend using the hydrologic model for a future LOMR.
- ◊ PD: This comment was resolved during the meeting held on January 11, 2024. Pape-Dawson has used the traditional way of calculating and applying peak flows versus what had been approved in the effective LOMR (by others). Based on FEMA tie-in requirements, we have confirmed that the floodplain tie-ins will occur within City of Parker jurisdiction completely and FEMA mapping updates to the entire reach will not be required. During the LOMR application process, the owner/developer is committed to making field adjustments necessary so that these tie-ins are maintained within the City of Parker.
- BHC: We do not object to this approach.

3. (Previous #4) Provide Global Summary Reports for the existing hydrologic model, revised existing hydrologic model, and proposed hydrologic model.

- PD: Hydrologic Global Summary Reports are now included in the report as an attachment. Since the previous models created were SteadyState, there is no ‘Existing Conditions’ model to make an apples to apples comparison with.
 - BHC: No comparison of the current (effective) HEC-HMS flows makes evaluation of the analysis difficult. The baseline for comparison is normally the “existing conditions” model.
 - PD: The effective HEC-HMS Global Summary has been added to Attachment 1.
 - BHC: We note that the current effective Global Summary Table was added. *Please highlight and/or label the lines that list the 100-year flows at West Lucas Road and at Lewis Lane for future reference.*
 - ➔ PD: Updated HMS tables with West Lucas Road and Lewis Lane specifically identified as nodes within the HMS.
 - ⇒ BHC: The flows published in the meeting memorandum are over 10% higher at Lewis Lane and 54% higher at Lucas Road than the current LOMR flows. Using this model for a future LOMR will need to update the “entire reach” included in the recent LOMR and it will impact properties in the City of Parker and the City of Lucas, including beyond Stinson Road. BHC does not object to using the conservative hydrologic model in this report for Kings Crossing Phase 6 but does not recommend using the hydrologic model for a future LOMR.
 - ◊ PD: This comment was resolved during the meeting held on January 11, 2024. Pape-Dawson has used the traditional way of calculating and applying peak flows versus what had been approved in the effective LOMR

Mr. Gary Machado
 City of Parker
 Drainage Analysis
 Kings Crossing Phase 6
 Sixth Review

(by others). Based on FEMA tie-in requirements, we have confirmed that the floodplain tie-ins will occur within City of Parker jurisdiction completely and FEMA mapping updates to the entire reach will not be required. During the LOMR application process, the owner/developer is committed to making field adjustments necessary so that these tie-ins are maintained within the City of Parker.

BHC: We do not object to this approach.

4. (Previous #6) HEC-RAS input/output reports are not included. Provide the input/output report for the revised existing and proposed conditions models for “n” values, expansion and contraction coefficients, and reach lengths. Changes to “n” values may require a maintenance plan to ensure the revised “n” value is appropriate in the future.
 - PD: Input/Output reports are now included in the report as attachments.
 - BHC: We recommend the reports be plotted with small font (8 pt) and in landscape format to avoid text wrapping. Is Attachment 2A the revised existing conditions model? The title and file name are the same as Attachment 2B. Revise file names to differentiate between models. We note several differences in “n” values between the two models. Provide a detailed explanation for variances in “n” values and if a maintenance plan is being provided.
 - PD: Tables have been revised per the request. Our review of the models did not reveal differences between in “n” values between the project reach (110292 and 109165). If there are other locations where the “n” value changed, please call out specific cross sections where changes are noted.
 - BHC: Both of the reports (Page 31 pdf file and page 94 of pdf file) have a geometry title of “2. Proposed Geometry”. Is there any difference in the geometry between existing and proposed conditions models?
 - ➔ PD: There are differences between the existing and proposed conditions model. The tables previously provided were in error and have been updated to include the correct existing and proposed conditions.
 - ⇒ BHC: The Corrected Effective and Proposed models now use different geometry files. Explain the reason for revising the “n” values in the right overbank for Sections 110223 to 109553 and Section 108104. Lower “n” values may require a maintenance agreement running with the land.
 - ◊ PD: The “n” values are lowered due to proposed grading that will take place in the right overbank, as part of the project improvements. These areas are proposed to be maintained by the HOA, and the developer has committed to executing a Maintenance Agreement with the HOA for this purpose.
 - We do not object to this approach; however, the City should have the ability to maintain if the HOA fails to do so.
5. (Previous #9) Table 3 only compares the 100-year water surface from the Revised Existing Conditions Model to the Proposed Conditions Model. Add columns comparing the 100-year water surface elevations from the LOMR to the Revised Existing Conditions Model and to the Proposed Conditions Model.
 - PD: Comparison to the effective has been added.

Mr. Gary Machado
 City of Parker
 Drainage Analysis
 Kings Crossing Phase 6
 Sixth Review

February 2, 2024

- BHC: The use of the higher flows from this study produces higher water surface elevations for the entire reach of the LOMR. Several of the 100-year water surface elevations are over 1-foot higher than reported in the LOMR. We do not see why this analysis is required when the initial response said the current hydrology would be used for the future LOMR.
 - ➔ PD: The effective HEC-HMS model was obtained. A Corrected Effective model was necessary because the Duplicate Effective hydrology contains one large drainage that includes our project site. The changes made to the Duplicate Effective hydrology were necessary to have an apples-to-apples comparison of the existing versus proposed conditions for the project site.
 - ➔ BHC: The flows published in the meeting memorandum are over 10% higher at Lewis Lane and 54% higher at Lucas Road than the current LOMR flows. Using this model for a future LOMR will need to update the “entire reach” included in the recent LOMR and it will impact properties in the City of Parker and the City of Lucas, including beyond Stinson Road. BHC does not object to using the conservative hydrologic model in this report for Kings Crossing Phase 6 but does not recommend using the hydrologic model for a future LOMR.
 - ◊ PD: This comment was resolved during the meeting held on January 11, 2024. Pape-Dawson has used the traditional way of calculating and applying peak flows versus what had been approved in the effective LOMR (by others). Based on FEMA tie-in requirements, we have confirmed that the floodplain tie-ins will occur within City of Parker jurisdiction completely and FEMA mapping updates to the entire reach will not be required. During the LOMR application process, the owner/developer is committed to making field adjustments necessary so that these tie-ins are maintained within the City of Parker.
 - We do not object to this approach.

We do not object to the City of Parker Floodplain Manager approving this drainage analysis if they agree that the comments from previous reviews have been addressed. We are available to discuss this report at your convenience.

Sincerely,



Joe R. Carter, P.E., C.F.M.

Enclosures

cc: Marcus Y. Stuckett, P.E. (Pape-Dawson Engineers)

From Todd Fecht regarding update on Noise Committee

We had a meeting in October and working through all realities including legal to fix issues. Next meeting will be on November 7th at 5:00.

xhibit 4



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	November 26, 2024
Exhibits:	<u>Proposed Minutes</u>	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR NOVEMBER 19, 2024. [REGULAR MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024



MINUTES
CITY COUNCIL MEETING
NOVEMBER 19, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, City Engineer Craig M. Kerkhoff, P.E., C.F.M., and Police Chief Kenneth Price (arrived at 6:16 p.m.)

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Craig Kerkhoff led the pledge.

TEXAS PLEDGE: Lucy Estabrook led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

- 1 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

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

2. APPROVAL OF MEETING MINUTES FOR NOVEMBER 12, 2024. [SPECIAL MEETING - CANCELED DUE TO LACK OF A QUORUM]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 879, APPROVING THE 2024 TAX ROLL.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON APPROVAL OF RENOVATIONS MADE TO CITY HALL.

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

Councilmember Kercho requested item #3, Ordinance No. 879, approving the 2024 Tax Roll, and item #4, approval of renovations made to City Hall, be removed from the consent agenda for further discussion, and Councilmember Noe requested item #5, Resolution No. 2024-821, abolishing the Newsletter Committee, be removed from the consent agenda for further discussion,

MOTION: Councilmember Kercho moved to approve the November 12, 2024 City Council meeting minutes, as presented. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

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

MOTION: Councilmember Kercho moved to approve Ordinance No. 879, approving the 2024 Tax Roll.. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

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

MOTION: Councilmember Kercho moved to approve renovations made to City Hall. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

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

There was no motion to abolish the Newsletter Committee.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF.

MOTION: Mayor Pro Tem Reed moved to postpone Resolution No. 2024-815, appointing a Fire Chief and appointing an Assistant Fire Chief to the December 3, 2024 City Council meeting. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

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

MOTION: Councilmember Noe moved to approve Resolution No. 2024-817 awarding the City of Parker's seven (7) votes for Collin County Central Appraisal

District to Parker resident Jerry Tartaglino. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY OTHER ACTION ON THE "WATER CCN TRANSFER PAYMENT AGREEMENT" BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER'S CCN TO THE CITY OF WYLIE'S CCN. [ORDINANCE NO. 881]

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:27 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:04 p.m.

MOTION: Councilmember Pilgrim moved to postpone Ordinance No. 881, regarding the "Water CCN Transfer Payment Agreement" between the City of Parker, Texas, and Integrity Companies, LLC., relating to the transfer of property from City of Parker's CCN to the City of Wylie's CCN to the December 3, 2024 City Council meeting for additional information. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

9. CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER," BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER'S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY ("CCN") TO WYLIE'S WATER CCN. [ORDINANCE NO. 882]

MOTION: Mayor Pro Tem Reed moved to postpone Ordinance No. 882, regarding the agreement between the City of Wylie and the City of Parker," between the City of Parker and the City of Wylie relating to the transfer of approximately 48 acres located in the City of Wylie from Parker's Water Certificate of Convenience and Necessity ("CCN") to Wylie's Water CCN to the December 3, 2024 City Council meeting for additional information. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

10. CONSIDERATION AND/OR APPROPRIATE ACTION ON THE "FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT," PROVIDING FOR A SECOND POINT OF DELIVERY FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS. [ORDINANCE NO. 883]

MOTION: Mayor Pro Tem Reed moved to postpone Ordinance No. 883, regarding the “First Amendment to North Texas Municipal Water District - City of Parker Potable Water Supply Amendatory Contract,” providing for a second point of delivery for the City of Parker, setting minimum water delivery amounts, and providing conservation requirements to the December 3, 2024 City Council meeting for additional information. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

11. TEMPORARY MORATORIUM EXTENSION:

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

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 880 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.’S 871, 866, 854, 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

Mayor Pettle opened a public hearing regarding the extension of the temporary moratorium at 7:18 p.m.

City Engineer Craig M. Kerkhoff, P.E., C.F.M., of Birkhoff, Hendricks & Carter, LLP, noted his letter included in tonight’s Council packet, dated November 14, 2024, to Public Works Director Machado, which indicated “the water system is now experiencing fall and winter demands that have the potential to exceed the available supply and pumping capacity of the city. Mr. Kerkhoff said he would be happy to respond to questions.

No one came forward.

Mayor Pettle declared the public hearing closed at 7:19 p.m.

Ordinance No. 880 caption was read, as follows:

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 880 EXTENDING THE TEMPORARY MORATORIUM ENACTED BY ORDINANCE NO.’S 871, 866, 854, 846, 844, 839, 833, 824, 815 & 812 ON THE ACCEPTANCE, REVIEW, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION WITHIN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF PARKER.

MOTION: Mayor Pro Tem Reed moved to approve Ordinance No. 880 extending the temporary moratorium enacted by Ordinance No.’s 871, 866, 854, 846, 844, 839, 833, 824, 815 and 812 on the acceptance, review, and approvals necessary for the subdivision, site planning, development, or construction within the city limits and extraterritorial jurisdiction of the City of Parker, noting the moratorium could be ended

by City Council after thorough review of circumstances. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

12. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON WHITESTONE ESTATES – PHASE4 PRELIMINARY PLAT.

MOTION: Mayor Pro Tem Reed moved to approve Whitestone Estates – Phase 4 Preliminary Plat. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

13. CONSIDERATION OF AND/OR ANY APPROPRIATE ACTION ON KINGS CROSSING - PHASE 6 AND 7 PRELIMINARY PLAT.

MOTION: Mayor Pro Tem Fecht moved to approve Kings Crossing - Phase 6 and 7 Preliminary Plat. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Noe, Pilgrim, and Reed voting for the motion. Motion carried 5-0.

ROUTINE ITEMS

14. UPDATE(S):

FM2551

Public Works Director Gary Machado said the project is moving forward and efforts are being made to have the project be as least disruptive to traffic and residents as possible.

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

An update was made earlier tonight. The item will be on the December 3, 2024 City Council meeting agenda.

COMP PLAN

It was noted that the Comprehensive (COMP) Plan has been sent to City Council with comments from the Planning and Zoning (P&Z) Commission, and a joint workshop with City Council and P&Z Commission is being scheduled for December 17, 2024.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

Councilmember Pilgrim reported no changes or updates tonight.

PROJECTS IN PROGRESS

None

ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)

Councilmember Noe and Public Works Director Machado said a meeting is in the process of being scheduled for after the Thanksgiving Day holiday.

NOISE COMMITTEE

Councilmember Fecht provided a report. [See ***Exhibit 1*** – Councilmember Todd Fecht's report, dated Tuesday, November 19, 2024.]

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

[October 2024 - Building Permit/Code Report](#)

[October 2024 – Court Report](#)

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

[October 2024 – Police Report](#)

[October 2024 – Republic Services Inc., dba Allied Waste Services of Plano](#)

FUTURE AGENDA ITEMS

15. FUTURE AGENDA ITEMS

Mayor Pettle asked if there were any items to be added to the future agenda. Councilmember Noe requested the personnel manual review be scheduled as soon as possible.

Hearing no additional requests, Mayor Pettle encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, December 3, 2024.

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

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

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

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 8:28 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 9:42 p.m.

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

No action was taken.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 9:43 p.m.

APPROVED:

Mayor Lee Pettle

Approved on the 3rd day
of December, 2024.

Patti Scott Grey, City Secretary

PROPOSED

NOISE COMMITTEE UPDATE as of November 19, 2024

The Population of Parker, TX is approximately 6000. In our meetings we generally have members of the committee, and only one citizen shows up.

We had a meeting with Matt from Cross Creek, and only one citizen had a complaint about Cross Creek. This citizen agreed that there have **not been any problems since August** and the real “issue of noise” was only twice per year. Cross Creek installed a new door in August and insulated everything. They were very accommodating to work with us.

We also had a meeting with Southfork, which is under new management. They definitely want to collaborate with us, and I feel they were very sincere and honest. I have **requested the last five contracts to see the language that they are holding their clients to, as well as a copy of their compliance on how they self-police.** At the last concert, their decimal levels were in compliance with our rules and regulations and our contractual agreement with them. Two citizens who both live in Brooks Farm agreed that the concert was acceptable. I have another meeting forthcoming in which I will be asking them if they have any room to give in other areas, such as 11:00pm versus 12:00am. I am just trying to see what they are willing to do.

I do not want the City to become a “HOA” for everybody. When you purchase a home in Parker, you have a bundle of rights. The city cannot change that without consequences. This is an isolated situation that is affecting far less than 1% of the 6000 people, according to police reports. It is wrong to punish the less than 99% of citizens who are not complaining with more rules and regulations, or ordinances, and take away their rights. This could be an unlawful taking which could have consequences.

The following is from an attorney I know who sued the city of Parker and won because we overstepped our boundaries. He was also both the trial and appellate lawyer in the following cases, which impacted the legality of the city's actions:

1. *Town of Lakewood Village v. Bizio*, 493 S.W.3d 527 (Tex. 2016). The Supreme Court case emphasizes that as general law town Parker has limited land use regulatory authority.
2. *City of McKinney v. OH Skyline*, 375 S.W.3d 580 (Tex. App. -Dallas 2012, pet. Denied). The Dallas Court of Appeals held that cities are required to send mailed notice of proposed revisions to its comprehensive zoning ordinance to all landowners affected by the change under 211.007(c), Tex. Loc. Gov't Code. It appears from the posed changed that every lot owner in the City will be entitled notice.
3. *FLCT, Ltd. v. City of Frisco*, 493 S.W.3d 328 (Tex. App. – Fort Worth 2016, pet. Denied). Even if new adverse zoning provisions were enacted they could not legally be applied to the Property in accordance with Chapter 245, Tex. Loc Gov't Code. To do so would violate our client's vested rights. The initial permit for our client's project under Chapter 245 would be the plat for the subdivision approved in 1983. When the Historical Uses commenced, they

were authorized under the City's comprehensive zoning ordinance in effect at that time. The City is prohibited from applying new ordinances which adversely impact the Historical Uses under 245.002, Tex. Loc. Gov't Code. The court of appeals also held that adversely applying new zoning regulations can result in an inverse condemnation or regulatory taking.

As the City is aware, the Texas Legislature and the judiciary have focused over the last few years on strengthening private property rights, particularly where local government regulation is involved. The courts in particular have stressed that both the U.S. and Texas Constitutions protect private property rights.

Southfork is working with us, and I think it would be a mistake if we were to try to change any of the ordinances. Plus, you have land usage vested rights of people who bought a house knowing that these are the rules. Changing them could lead to huge litigation, and we already have enough litigation going on in this city, with six current lawsuits. We have very little leverage with Southfork as we already have an agreement in place (please see the 1996 and 2017 signed agreements with them attached). The owner of Southfork has the economic realities to bankrupt this city in litigation, just for drill, if we upset the applecart. In a phone conversation with a former City Council member who lives right across from Southfork, he reported to me that he has had one issue in five years due to concerts. I also spoke with a former City Council member that lives in the back of Brooks Farm, and they had no issue with the noise.

As the chairperson of this committee, I have not had one phone call or one email from people complaining about noise at Southfork or Cross Creek.

If anyone has any complaints about noise from October 1 to present, please email me at tfecht@parkertexas.us We will review and make the appropriate recommendations.

Since "sugar gets you further than salt," my recommendation at this point is that no action be taken at this time. Let's keep working with Southfork as we currently have a great working relationship.



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:	November 20, 2024
Exhibits:	<u>Proposed Resolution</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF. [Rescheduled from 2024 1112 and 2024 1119]

SWEARING-IN AND BADGE PINNING CEREMONY

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:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/25/2024 via Municode
Mayor	<i>Lee Pettle</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 3rd day of December, 2024.

APPROVED:

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED TO FORM:

Interim City Attorney Catherine Clifton

Proposed



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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 20, 2024
Exhibits:	<ul style="list-style-type: none"> • Proposed Ordinance with Exhibit A (the agreement) 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY OTHER ACTION ON THE "WATER CCN TRANSFER PAYMENT AGREEMENT" BETWEEN THE CITY OF PARKER, TEXAS, AND INTEGRITY COMPANIES, LLC., RELATING TO THE TRANSFER OF PROPERTY FROM CITY OF PARKER'S CCN TO THE CITY OF WYLIE'S CCN. [ORDINANCE NO. 881] [Postponed from 2024 1119]

SUMMARY

If approved, this agreement would provide for payment of \$15,000 to the City by the developer for expenses related to the transfer of property from its CCN.

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:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024

ORDINANCE NO. 881
(CCN Transfer Payment Agreement)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A WATER CCN TRANSFER PAYMENT AGREEMENT BETWEEN THE CITY OF PARKER AND INTEGRITY COMPANIES, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Integrity Companies, LLC. (“Integrity”), owns property that is in the service area of the Parker Certificate of Convenience and Necessity (“CCN”) for water; and

WHEREAS, the same property owned by Integrity is within the city limits of the City of Wylie; and

WHEREAS, the property owned by Integrity does not currently have water facilities or service provided by the City of Parker; and

WHEREAS, Integrity has requested that its property be transferred from the Parker Certificate of Convenience and Necessity to the City of Wylie; and

WHEREAS, Integrity understands the costs to the City of Parker for transferring a portion of its CCN.

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

Section 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

Section 2. The Water CCN Transfer Payment Agreement between the City of Parker and Integrity attached hereto as Exhibit A is hereby approved.

Section 3. The Mayor, or her designee, is hereby authorized to execute the approved Water CCN Transfer Payment Agreement.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 5. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 3RD DAY OF DECEMBER, 2024.

APPROVED:

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED TO FORM:

Interim City Attorney Catherine Clifton

WATER CCN TRANSFER PAYMENT AGREEMENT

INTEGRITY COMPANIES, LLC

AND

CITY OF PARKER, TEXAS

This Water CCN Payment Agreement (“Agreement”) is entered into by and between Integrity Companies, LLC (the “Developer”) and the City of Parker, Texas (the “City of Parker”), each of whom agree to be bound by this Agreement (each individually, a “Party,” and collectively, the “Parties”), to be effective on the date of the last signatory herein below (“Effective Date”).

WHEREAS, Developer or an affiliate of Developer owns a certain approximately 48-acre tract of land within the northeastern corporate limits of the City of Wylie, Texas, and immediately east of the corporate limits of the City of Parker, identified by the Collin Central Appraisal District as Property ID: 2121734 and as depicted on **Attachment “A”** attached hereto and incorporated by reference (the “Development Property”); and

WHEREAS, the City of Parker is the holder of water certificate of convenience and necessity (“CCN”) No. 10207; and

WHEREAS, the City of Wylie is the holder of water CCN No. 10186, which is adjacent to and east and southeast of the City of Parker’s water CCN No. 10207;

WHEREAS, although the Development Property is located entirely within the corporate limits of the City of Wylie, the Development Property is also located entirely within the City of Parker’s water CCN No. 10207;

WHEREAS, the City of Parker has no customers or water utility infrastructure within or capable of providing retail water utility service to the Development Property;

WHEREAS, the City of Wylie has water infrastructure nearby the Development Property which can be utilized to provide water service to the Development Property with minimum upgrades, if any; and

WHEREAS, the City of Wylie is the holder of sewer CCN No. 20068, which includes the entirety of the Development Property and requires that retail sewer service be provided to the Development Property from the City of Wylie;

WHEREAS, since the Development Property is within the City of Wylie’s corporate limits, the Development Property is subject to the City of Wylie’s requirements for development; and

WHEREAS, for the orderly development of the Development Property, Developer desires to obtain the necessary development permits from the City of Wylie, and for the City of Wylie to provide both retail water utility service and retail sewer utility service to the Development Property;

*Water CCN Payment Agreement
Page 1 of 4*

WHEREAS, in consideration of foregoing the exclusive right pursuant to its water CCN to provide retail water utility service to the Development Property, the City of Parker has agreed to transfer the Development Property from the City of Parker's water CCN service territory to the water CCN service territory of the City of Wylie ("CCN Transfer");

WHEREAS, in exchange for just and adequate compensation from Developer as consideration, the City of Parker and Developer agree to the CCN Transfer pursuant to Tex. Water Code § 13.248 ("13.248 Agreement"), subject to City of Wylie City Council approval and agreement for the City of Wylie to undertake the obligation to provide retail water utility service to the Development Property; and

WHEREAS, Developer and the City of Parker and the City of Wylie must secure the approval of the Public Utility Commission of Texas ("PUC"), the state agency with jurisdiction over all CCN boundaries within the state, in order to accomplish the CCN Transfer.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City of Parker agree as follows:

1. Representations; Development Property Subject to this Agreement.

The City of Parker and Developer agree that the foregoing recitals, including the depiction of the Development Property in Attachment "A": (a) are true and correct as of the Effective Date; (b) form the basis upon which the City of Parker and Developer negotiated and entered into this Agreement; (c) reflect the final intent of the City of Parker and Developer with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The City of Parker and Developer have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of City of Parker and Developer as reflected by the recitals, would not have entered into this Agreement.

2. City of Parker's Agreement to Cooperate in Processing the Necessary Documents at the PUC; Developer to Take the Lead.

City of Parker agrees to actively cooperate, in the drafting, executing, and filing of the regulatory documents required by the PUC relating to the 13.248 Agreement. In order to minimize City of Parker's workload and costs for securing the PUC approvals, Developer agrees to take the lead in coordination with the City of Wylie, and in complying with all subsequent processing of the documents at the PUC until the 13.248 Agreement is finalized. The petition to be filed with the PUC seeking approval of the 13.248 Agreement and the necessary exhibits and attachments will be in substantially in the form of the documents attached hereto as **Attachment "B"** and included therewith.

3. Developer' Agreement to Compensate City of Parker.

In exchange for City of Parker's cooperation in securing CCN service territory transfers via the 13.248 Agreement, Developer agrees to compensate City of Parker in the amount of \$15,000 as just and adequate compensation ("Compensation Amount") for its reasonable and necessary legal costs, county recording costs incurred pursuant to Tex. Water Code § 13.257(r), and satisfaction of any further just and adequate compensation City of Parker might be entitled to in exchange for the proposed CCN service area transfer to the City of Wylie. Within three (3) business days of the effective date of the 13.248 Agreement, Developer will pay \$7,500.00 of the Compensation Amount. The remaining \$7,500 of the Compensation Amount will be paid within three (3) business days of the date that PUC approval of the 13.248 Agreement is final and appealable, providing no appeal has been filed.

4. General Provisions

Termination. If the City of Wylie has not agreed to and executed the 13.248 Agreement by January 31, 2025, either City of Parker or Developer has the option to terminate this Agreement without cause, neither party will have further obligations pursuant to this Agreement, and the Compensation Amount will not be due and payable.

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

Assignment. Developer may make an assignment of all or of a portion of Developer's rights and obligations under this Agreement with the consent of the City of Parker, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Developer may make such an assignment to an affiliate or subsidiary of Developer without consent from the City of Parker.

Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

Sovereign Immunity. To the extent sovereign immunity applies to the City of Parker, the City of Parker expressly waives sovereign immunity for purposes of this Agreement.

Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

IN WITNESS THEREOF, Developer and City of Parker, through the authorized officer of each, do hereby execute this Settlement Payment Agreement.

By: _____
Integrity Companies, LLC
a Texas limited liability company

By: _____
John Delin

Its: Managing Member

Date: _____

City of Parker Texas

By: _____

Title: _____

Date: _____



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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 20, 2024
Exhibits:	<ul style="list-style-type: none"> <u>Proposed Ordinance with Exhibit A (the agreement)</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY OTHER ACTION ON THE AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER," BETWEEN THE CITY OF PARKER AND THE CITY OF WYLIE RELATING TO THE TRANSFER OF APPROXIMATELY 48 ACRES LOCATED IN THE CITY OF WYLIE FROM PARKER'S WATER CERTIFICATE OF CONVENIENCE AND NECESSITY ("CCN") TO WYLIE'S WATER CCN. [ORDINANCE NO. 882] [Postponed from 2024 1119]

SUMMARY

If approved, this item authorizes an agreement between Parker and Wylie to transfer approximately 48 acres within the Wylie city limits from the Parker CCN to the Wylie CCN.

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:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024

ORDINANCE NO. 882
(CCN Transfer Payment Agreement)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A WATER CCN TRANSFER PAYMENT AGREEMENT BETWEEN THE CITY OF PARKER AND INTEGRITY COMPANIES, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Integrity Companies, LLC. (“Integrity”), owns property that is in the service area of the Parker Certificate of Convenience and Necessity (“CCN”) for water; and

WHEREAS, the same property owned by Integrity is within the city limits of the City of Wylie; and

WHEREAS, the property owned by Integrity does not currently have water facilities or service provided by the City of Parker; and

WHEREAS, Integrity has requested that it’s property be transferred from the Parker Certificate of Convenience and Necessity to the City of Wylie; and

WHEREAS, Integrity understands the costs to the City of Parker for transferring a portion of its CCN.

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

Section 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

Section 2. The Water CCN Transfer Payment Agreement between the City of Parker and Integrity attached hereto as Exhibit A is hereby approved.

Section 3. The Mayor, or her designee, is hereby authorized to execute the approved Water CCN Transfer Payment Agreement.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 5. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 3RD DAY OF DECEMBER, 2024.

APPROVED:

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED TO FORM:

Interim City Attorney Catherine Clifton

AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF PARKER FOR THE TRANSFER OF APPROXIMATELY 48 ACRES OF WATER CCN TERRITORY

This Agreement (the “Agreement”) is executed between the City of Wylie, Texas (“Wylie”) and the City of Parker, Texas (“Parker”), effective as of the Effective Date as described below (Wylie and Parker are also sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, Wylie and Parker are each political subdivisions of the State of Texas organized and operating under various provisions of the Texas Local Government Code and other statutory provisions, and for water service are each defined as a “retail public utility” as provided by Texas Water Code § 13.002(19); and

WHEREAS, Wylie holds water Certificate of Convenience and Necessity (“CCN”) No. 10186 issued by the Public Utility Commission of Texas (“PUC”) or a prior agency with CCN regulatory authority, which authorizes exclusive retail water utility service by Wylie in Collin County; and

WHEREAS, Parker holds water CCN No. 10207 issued by the PUC or a prior agency with CCN regulatory authority, which authorizes exclusive retail water utility service by Parker in Collin County; and

WHEREAS, Wylie and Parker entered into an agreement on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker to Parker’s water utility customers within a 236-acre tract of property which is located within Parker’s water CCN No.10127, but within the territorial jurisdiction of Wylie, described and depicted in Exhibit “A” (“236-Acre Wholesale Territory”); and

WHEREAS, Integrity Companies, Inc. (“Developer”) seeks to develop a residential subdivision project on approximately 48 acres owned by Developers within the 236-Acre Wholesale Tract (“Development Property”) described and depicted in Exhibit “B1” and Exhibit “B2”; and

WHEREAS, Developer and Wylie agree that Wylie will provide water service to the Development Property as described therein; and

WHEREAS, Wylie and Parker agree pursuant to Texas Water Code § 13.248 that Wylie will extend retail public water utility service to the Development Property currently within Parker’s water CCN No. 10207; and

WHEREAS, conditioned upon PUC approval of this transaction, Wylie agrees to accept the Parker CCN water service area that includes the Development Property currently within Parker's water CCN No. 10207 and accept the obligation to serve it as consideration for the proposed CCN area transfer of the Development Property from Parker to Wylie.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Wylie and Parker hereby agree as follows:

1. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date approval by the PUC of this Agreement is final and non-appealable.
2. **Property Subject to the Agreement.** The property that is the subject of this Agreement for the water CCN service area proposed for transfer to Wylie is the Development Property consisting of the 48 acres depicted in Exhibit "B1" and Exhibit "B2".
3. **Transfer of Parker CCN Service Areas.** Parker consents and agrees to the transfer to Wylie the water CCN service area depicted in Exhibit "B1" and Exhibit "B2", provided the following conditions and obligations are satisfied:
 - 3.1 Within 30 days of execution of this Agreement, Wylie and Parker shall jointly prepare, file and diligently prosecute, at their own expense, an application pursuant to Texas Water Code §13.248 with the PUC ("13.248 Application") to have the Development Property depicted Exhibit "B1" and Exhibit "B2" transferred from Parker's water CCN No. 10207 to the Wylie's water CCN No. 10186. Parker consents to Wylie water service within the Development Property, including during the pendency of PUC consideration of the 13.248 Application, and will not object or otherwise attempt to defeat the 13.248 Application to include the Development Property within Wylie's water CCN.
 - 3.2 Wylie shall serve the Development Properties pursuant to separately agreed upon terms with Developer.
 - 3.3 If the PUC denies the 13.248 Application for any reason, this Agreement shall be terminated when the PUC order denying the 13.248 Application is final and appealable.

4. **Retail Service.** Parker hereby consents to Wylie serving the Development Property as contemplated by this Agreement during the pendency of the 13.248 Application at the PUC. The Parties agree that on the Effective Date, the agreement entered into by Wylie and Parker on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker no longer applies to the Development Property. The Parties further agree that upon PUC approval of the 13.248 Application, Parker shall have no further obligation to provide service to the Development Property. Wylie and Parker entered into an agreement on or about March 30, 2010 whereby Wylie has agreed to provide wholesale potable water to Parker for retail sale by Parker

5. **No Facilities or Customers.** There are no facilities and no customers to transfer from Parker to Wylie, and thus, no compensation is required.

6. **Default.** In the event Wylie or Parker fail to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

7. **Miscellaneous.**

- a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- b. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities

required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

To Wylie:

Tel: _____
 Fax: _____
 Email: _____

To Parker:

Tel: _____
 Fax: _____
 Email: _____

Each Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

h. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

i. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

Parker and Wylie §13.248 Agreement
 Page 4 of 8

illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j. This Agreement shall be deemed drafted equally by each Party hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures on the following pages which is effective on the date of the latest signature (the “Effective Date”).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the
Effective Date of the _____ day of _____, 2024.

CITY OF PARKER

By: _____

Title: _____

Date: _____

CITY OF WYLIE

By: _____

Title: _____

Date: _____

Exhibit "A" - "236-Acre Wholesale Territory"

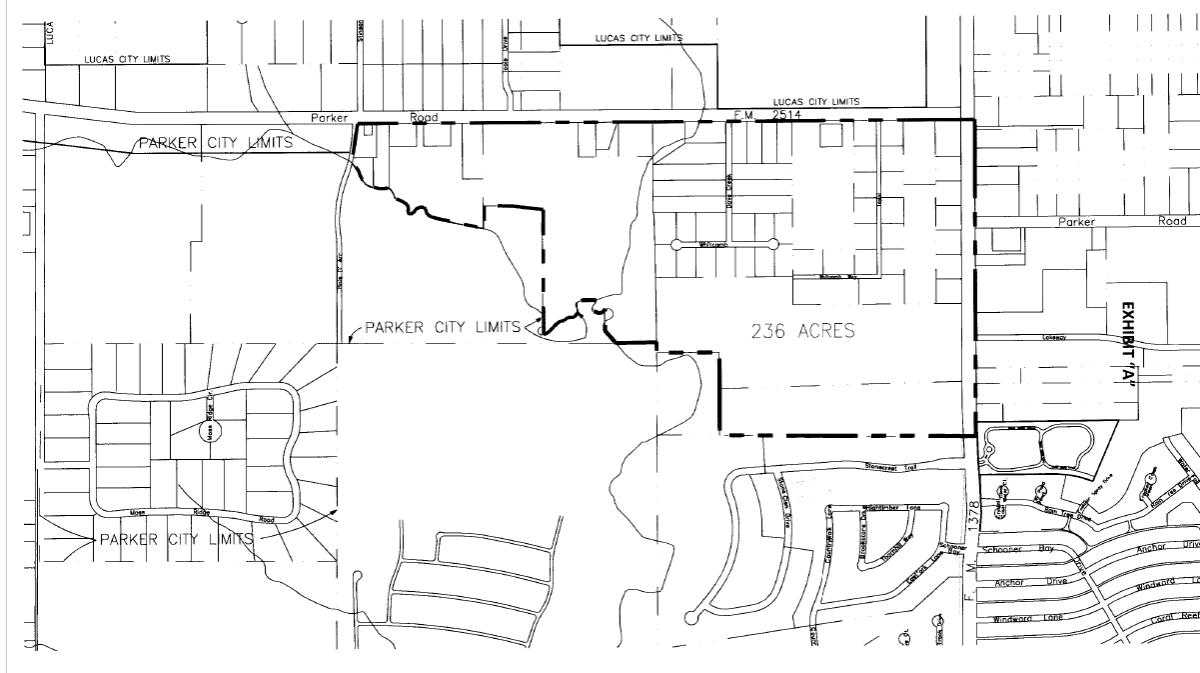
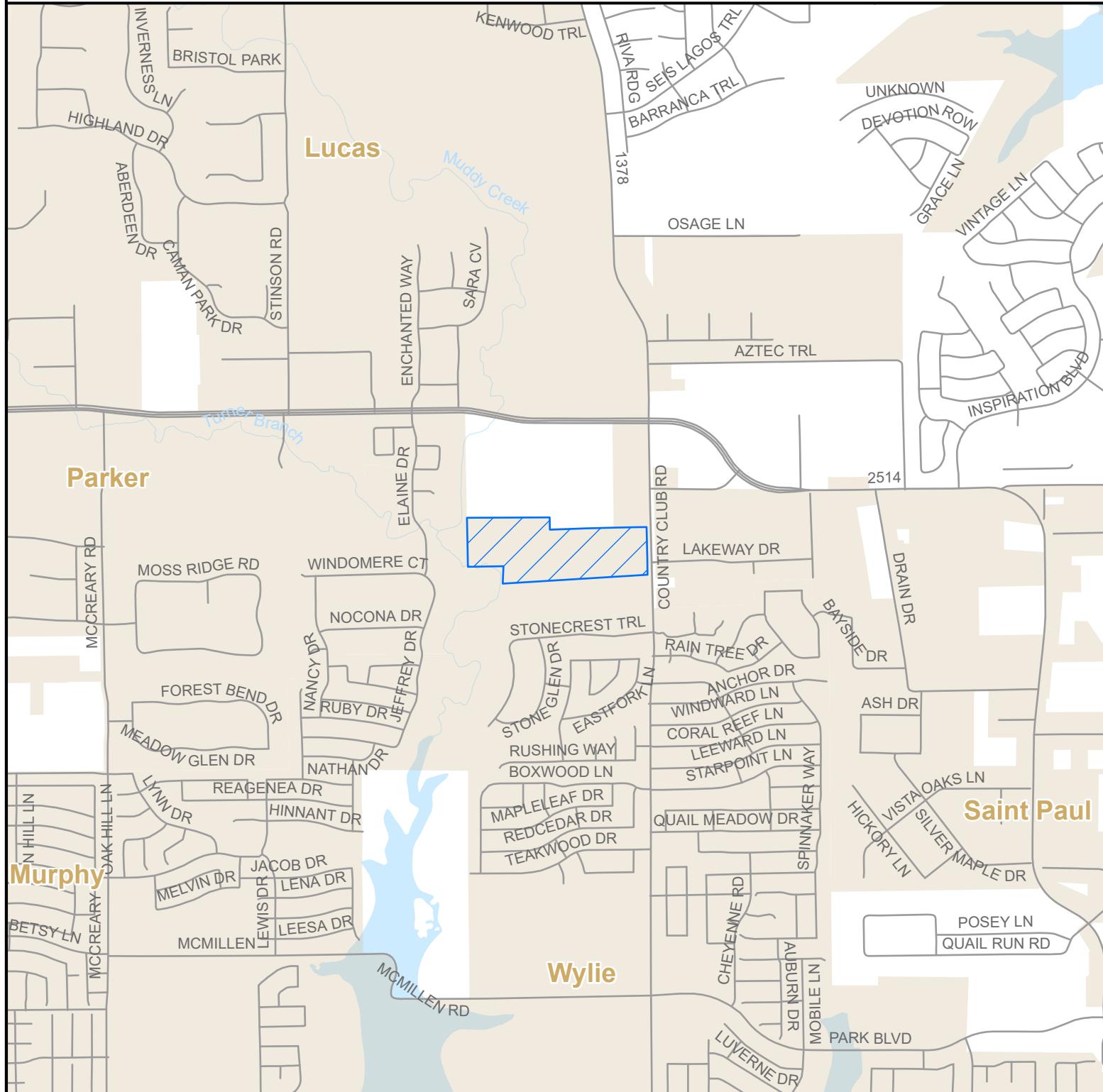


Exhibit “B1” - CCN Transfer General Location Map

Transfer a Petition of City of Parker (CCN No. 10207) to City of Wylie (CCN No. 10186) in Collin County

Meeting Date: 12/03/2024 Item 6.



Legend

Requested Water Area
to Transfer from CCN
No. 10207 to CCN No.
10186

General Location Map (Water)



GM civil
Engineering & Surveying

2559 SW Grapevine Pkwy.
Grapevine, Texas 76051 - 817.329.4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



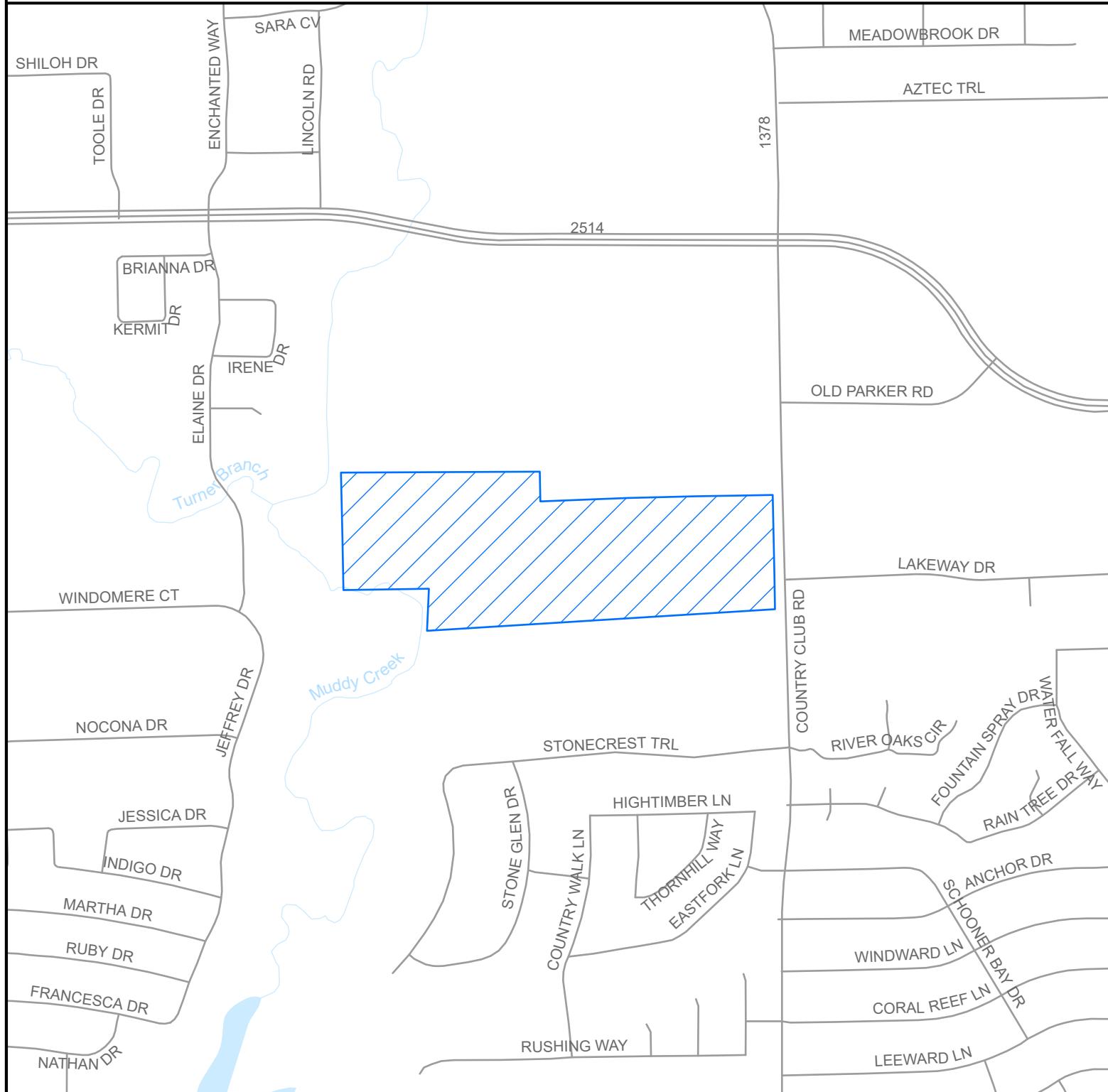
0 1,000 2,000
Feet

Date Created: 8/23/2024

Exhibit “B2” - CCN Transfer Detailed Map

Transfer a Petition of City of Parker (CCN No. 1 to City of Wylie (CCN No. 10186) in Collin County

Meeting Date: 12/03/2024 Item 6.



Legend

Requested Water Area
to Transfer from CCN
No. 10207 to CCN No.
10186

Date Created: 8/23/2024

Detailed Map (Water)



GM civil
Engineering & Surveying

2559 SW Grapevine Pkwy.
Grapevine, Texas 76051 - 817.329.4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700



0 500 1,000

Tex. Water Code 13.248 PUC Pleading

PUC DOCKET NO. _____

**PETITION BY THE CITY OF WYLIE § BEFORE THE
AND THE CITY OF PARKER FOR TEXAS § PUBLIC UTILITY COMMISSION
WATER CODE §13.248 APPROVAL TO §
DESIGNATE WATER CERTIFICATE OF §
CONVENIENCE AND NECESSITY §
SERVICE AREAS BY CONTRACT IN §
COLLIN COUNTY, TEXAS §**

**THE CITY OF WYLIE'S AND THE CITY OF PARKER'S PETITION
UNDER TEXAS WATER CODE § 13.248**

COME NOW, the City of Wylie, Texas (“Wylie”) and the City of Parker, Texas (“Parker”) (collectively “Petitioners”) and hereby file this Petition for approval under Texas Water Code (“TWC”) §13.248 and 16 Texas Administrative Code (“TAC”) §24.253 to designate certificate of convenience and necessity (“CCN”) service areas by contract and enforcement of same (“Petition”). The relief requested affects portions of Parker’s water CCN No. 10207 and portions of Wylie’s water CCN No. 10186 located in Collin County, Texas related to development of properties owned by Integrity Group, Inc. (“Developer”). In support thereof, Petitioners show the following.

I. PURPOSE OF THE PETITION

Petitioners file this Petition to request the Public Utility Commission of Texas (“Commission”) act to approve and enforce a contract in which Petitioners have agreed to transfer portions of Parker’s water CCN No. 10207 service area to existing Wylie water CCN No. 10186 service area. The Petitioners’ agreement designates the exchanged area to be served by Wylie. The specific transfer area and terms of the agreement are more specifically set forth in the Agreement Between Wylie and Parker included as **Exhibit 1** (the “Contract”).¹ Wylie has

¹ All Exhibits are hereafter attached and incorporated by reference.

received requests that it provide retail water utility service to planned development from the Developer in the transfer area subject to agreements under which Wylie has agreed to provide service.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC § 24.253, implementing TWC §13.248, Petitioners hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. A general location map and a detailed location map of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included in **Exhibit 1** as **Exhibit “B1”** (General Location Map for the Water CCN service Area), and **Exhibit “B2”** (Detailed Map for the Water CCN service Area). Digital mapping is included as an attachment to this Petition for the general location and detailed location mapping.²
2. A copy of the executed Contract, the entirety of which is included as **Exhibit 1**.³
3. The number of customers to be transferred zero (0) water customers,⁴ and no facilities are to be transferred.

The Contract was discussed at Wylie's _____, 2024 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 2** is the affidavit of _____ as Mayor of Wylie and the Wylie Notice for the _____, 2024 meeting and approved meeting minutes.⁵

² 16 TAC § 24.253(b)(1).

³ 16 TAC § 24.253(b)(2).

⁴ 16 TAC § 24.253(b)(3) and 16 TAC § 24.253(c)(1).

⁵ 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).

The Contract was discussed at Parker's _____, 2024 Council meeting. Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 3** is the affidavit of _____ as Mayor of Parker and the Parker Notice for the _____, 2024 meeting and approved meeting minutes.⁶

The Commission has no standardized application form for the relief sought in this Petition and, thus, Petitioners are relying on 16 TAC § 24.253 for the contents of this Petition. However, that rule states that “any other information required by the commission” should be submitted.⁷ Petitioners respectfully request that the Commission inform Petitioners if any other information is required. The undersigned will be the point of contact for this Petition.

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC § 22.35, Petitioners request informal disposition processing for this Application without a hearing as all requirements for same are met.⁸ Since there are no customers, notice is not required pursuant to 16 TAC § 24.253(c)(1). Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff.⁹ Thus, a hearing should not be required and informal disposition is appropriate.¹⁰

IV. CONCLUSION

Wylie and Parker respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfers described herein and approve the CCN designations contemplated by the Contract. If for any reason the Commission finds the information submitted with this Petition is insufficient for acceptance, Petitioners

⁶ 16 TAC § 24.253(b)(4) and 16 TAC § 24.253(c)(2) and (3).

⁷ 16 TAC § 24.253(b)(5).

⁸ 16 TAC § 22.35(a) and 24.253.

⁹ 16 TAC § 22.35(a)(2).

¹⁰ 16 TAC § 22.35(a)(3).

ATTORNEY FOR THE CITY OF WYLIE

ATTORNEY FOR THE CITY OF PARKER

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail _____, 2024.

Derek Seal
McGinnis Lochridge, LLP
1111 West 6th Street, Ste. 400
Austin, Texas 78703
dseal@mcginnislaw.com

ATTORNEY FOR DEVELOPER

By: _____



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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	November 20, 2024
Exhibits:	<ul style="list-style-type: none"> • Proposed Ordinance with Exhibit A (the agreement) 	

AGENDA SUBJECT

CONSIDERATION AND/OR APPROPRIATE ACTION ON THE "FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT," PROVIDING FOR A SECOND POINT OF DELIVERY FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS. [ORDINANCE NO. 883] [Postponed from 2024 1119]

SUMMARY

Exhibit A is a proposed agreement with NTMWD providing for a second water take point, conservation requirements, and minimum water delivery amounts for the second take point.

POSSIBLE ACTION

City Council may approve, deny, or direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/14/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024

ORDINANCE NO. 883
(Water Supply Amendatory Contract)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT – CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT BETWEEN THE CITY OF PARKER AND NTMWD PROVIDING FOR POINT OF DELIVERY NO. 2 FOR THE CITY OF PARKER, SETTING MINIMUM WATER DELIVERY AMOUNTS, AND PROVIDING CONSERVATION REQUIREMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker (“Parker”) and North Texas Municipal Water District (“NTMWD”) entered into a Potable Water Supply Amendatory Contract dated March 28, 2002, (the “Contract”); and

WHEREAS, Parker has constructed facilities to provide additional water supply for its citizens and seeks to connect those facilities to the NTMWD water supply; and

WHEREAS, Parker and NTMWD are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon’s Texas Civil Statutes), Chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”) and other applicable laws.

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

Section 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

Section 2. The First Amendment to North Texas Municipal Water District – City of Parker Potable Water Supply Amendatory Contract (the “Contract”) attached hereto as Exhibit A is hereby approved.

Section 3. The Mayor, or her designee, is hereby authorized to execute the approved Contract.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 5. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS THE 3RD DAY OF DECEMBER, 2024.

APPROVED:

Mayor Lee Pettle

ATTEST:

City Secretary Patti Scott Grey

APPROVED TO FORM:

Interim City Attorney Catherine Clifton

**FIRST AMENDMENT TO
NORTH TEXAS MUNICIPAL WATER DISTRICT**

CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT

THE STATE OF TEXAS §
THE COUNTY OF COLLIN §

THIS FIRST AMENDMENT TO NORTH TEXAS MUNICIPAL WATER DISTRICT - CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT (the "First Amendment") made and entered into as
of this _____ day of _____, 2024, by and between the North Texas Municipal Water District,
hereinafter called "NTMWD," a conservation and reclamation district created under Article 16, Section 59, of the
Texas Constitution, and the City of Parker, hereinafter called "Parker" or "Customer." NTMWD and Customer are
each referred to herein as "party" and jointly referred to as "parties" in this Contract.

WITNESSETH:

WHEREAS, NTMWD and Customer are authorized to enter into this First Amendment pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes), Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into that certain Potable Water Supply Amendatory Contract dated March 28, 2002, (the "Contract");

WHEREAS, Customer has requested a new point of delivery and an amendment to the Contract with NTMWD pursuant to Section 10 of the Contract;

WHEREAS, Customer's request impacts the availability of capacity in NTMWD's water transmission line beyond Customer's original point of delivery;

WHEREAS current NTMWD policy addresses that impact by requiring Customer to pay the replacement cost of the reduced capacity of the NTMWD water transmission line between the original and new points of delivery through application of a higher calculated annual minimum over six years (“Policy 8”);

WHEREAS, NTMWD intends to commence a detailed review of Policy 8 to determine whether changes are appropriate so that implementation of Policy 8 to Customer's new delivery point will be postponed until such review is complete;

WHEREAS, water conservation measures have been updated since the time of the original Contract;

WHEREAS, Customer and NTMWD intend for this First Amendment and the Contract to be collectively referred to as the Contract, as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD Customer agree as hereinafter set forth, to wit:

Section 1. RECITALS, DEFINITIONS. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. Defined terms herein are those as defined in the recitals above and in the Contract.

Section 2. PURPOSE. All portions of the Contract not herein amended shall remain in full force and effect.

Section 3. SECTION 5 OF THE CONTRACT (POINT OF DELIVERY NO. 2). Section 5 of the Contract is hereby amended to revise the description of the Points of Delivery as follows:

“Section 5. POINT(S) OF DELIVERY. A description and the location of the Point(s) of Delivery for the Customer are as follows:

“Point of Delivery No. 1: is generally located on NTMWD Wylie-McKinney twenty-inch (20") pipeline near the intersection of FM 2514 and FM 1378 and consists of an 8" meter and a 10" tap. The location of Point of Delivery No. 1 is shown on the attached Exhibit A1.

“Point of Delivery No. 2: is generally located on NTMWD eighty-four-inch (84") Allen/Plano/Frisco/McKinney Pipeline near FM 2551 and Parker Road and shall consist of a 16" meter and a 16" tap. The location of Point of Delivery No. 2 is shown on the attached Exhibit A2.

g “Exhibits A1 and A2 attached hereto identify the locations of the Point(s) of Delivery. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipelines through the air gap connection must meet standard specifications of NTMWD. In order to change the size of meters, or size of the tap, the Contract shall be amended as set forth in Section 10, Modification. Parker and NTMWD agree that the facilities currently constructed to connect to the two delivery points on the date of the approval of the First Amendment meet all NTMWD standards and specifications.”

Section 3. SECTION 8 OF THE CONTRACT (ANNUAL MINIMUM FOR POINT OF DELIVERY NO. 2). Section 8 of the Contract is hereby amended to add the following new subparagraph (d):

“(d) Subject to the provisions of Section 19 as set forth below, Customer agrees that Customer will take or pay for 228,224,000 gallons of water (a daily average of 625,271 gallons per day) for Point of Delivery No. 2 over the Annual Payment Period, regardless of whether said quantity is actually taken by Customer in accordance with the same provisions of the Contract as have been applicable to Point of Delivery No. 1. Such annual minimum amount may be prorated to reflect commencement of service during an initial Annual Payment Period of less than 12 months.

Section 4. SECTION 18 OF THE CONTRACT (WATER CONSERVATION). Section 18 of the Contract is hereby replaced to read as follows:

“Section 18. WATER CONSERVATION. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, rules of the TCEQ and/or as may be adopted by the Board of Directors of NTMWD. NTMWD’s obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local

regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan and may amend both from time to time. If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules."

Section 5. SECTION 19 OF THE CONTRACT (SPECIAL CONDITIONS-POLICY 8). Section 19 of the Contract is amended to add a new subparagraph (d) items (i)-(vi) as follows:

"(d) Notwithstanding the provisions of Section 8 above, Customer shall have no Annual Minimum requirement and will only pay for water used at Point of Delivery No. 2 for the period of time commencing on the Effective Date to the three-year anniversary of the Effective Date. NTMWD shall invoice Customer monthly for water used at Point of Delivery No. 2 during such three-year period.

(e) This subparagraph Section 19 (e) (i)-(vi) shall be effective for the Annual Payment Period commencing after the three-year anniversary of the Effective Date of the First Amendment. Customer acknowledges and agrees that its request for Point of Delivery No. 2 impacts the availability of capacity in NTMWD's water transmission main for which Customer should provide compensation to the System. To this end, NTMWD shall apply a six-year phase-in of an annual minimum for Point of Delivery No. 2 as stated in Section 8 above in accordance with NTMWD's standard policy for "Additional Delivery Points and Transmission Line Extensions," (Policy 8) in return for NTMWD's commitment to provide this additional water service as follows:

- (i) The capital component of the Member City rate shall be calculated for the then current fiscal year which is to be divided into the cost of replacement capacity in the pipeline associated with Point of Delivery No. 2 (\$6,070,000), to determine the annual sixth year minimum necessary to provide for the annual debt service cost for the project.
- (ii) For that fractional part of the fiscal year in which the first tender of water at Point of Delivery No. 2 shall be made available to Customer, the amount of the minimum shall be determined as the fractional part of the fiscal year remaining is to the first year's annual minimum.
- (iii) Notwithstanding provisions in Section 8 to the contrary, the annual minimum amount for Point of Delivery No. 2 will be phased-in over the first six (6) years NTMWD delivers water to Point of Delivery No. 2. The schedule identified in Figure 1, below, shall be the actual six-year minimums applicable to each year:

Figure 1: Schedule of Six-Year Minimums

YEAR	GALLONS
First	57,061,000
Second	91,297,600
Third	125,534,200
Fourth	159,770,800
Fifth	194,007,400
Sixth	228,224,000

- (iv) After the sixth year minimum has been reached, the minimum shall be increased in accordance with the then policy of the Board for all minimums..
- (v) Should NTMWD amend Policy 8 during the three-year period from the Effective Date of the First Amendment prior to its application to Customer in a manner that results in lower charges to Customer, NTMWD shall apply the amended Policy 8 to Customer's Point of Delivery No. 2 in lieu of the provisions of this subparagraph (e).
- (vi) Customer agrees to pay the full Customer City rate applicable each year for all water purchased through Point of Delivery No. 2 until the sixth year annual minimum is achieved without the benefit of excess water sales, through the new delivery point, until the consumption at the new delivery point is in excess of the sixth year minimum. The minimum for each year during the six-year period shall be in accordance with the schedule provided above, except that in any year that the Customer exceeds the next projected year's minimum, the higher of the two shall be the new minimum. Customer agrees that the purpose of the annual minimum for Point of Delivery No. 2 is to provide consideration for the reduced capacity in NTMWD's existing pipeline caused by Customer's new delivery point and provide the additional water service requested by Customer.

Section 4. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this First Amendment or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

(Signatures on following pages.)

CITY OF PARKER

By: _____
Lee Pettle, Mayor

Date

ATTEST:

Patti Scott Grey, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Lee Pettle, Mayor, City of Parker, Texas.

Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires: _____

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
George Crump, President

Date

ATTEST:

By: _____
Donald Imrie, Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2024, by George Crump, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires: _____

EXHIBIT A1

Location of Points of Delivery No. 1



EXHIBIT A2

Location of Points of Delivery No. 2



Parker No. 2 Delivery Point



RESOLUTION NO. 2007-185 ^(A)
(NTMWD - Wastewater Treatment - Second Amendment)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF REGIONAL WASTEWATER
CUSTOMER SERVICE AGREEMENT AMENDMENT TO AGREEMENT
FOR CUSTOMER SERVICE WITH THE CITY OF PARKER**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for wastewater customer service with North Texas Municipal Water District, ("NTMWD");

WHEREAS, the North Texas Municipal Water District owns and operates a Regional Wastewater Treatment System and an Upper East Fork Regional Interceptor System that can provide customer (nonmember) service in accordance with the two systems' regional contracts and NTMWD District Policy No. 22;

WHEREAS, the City of Parker has requested that the NTMWD allow the City to provide sewer treatment and collector service to an additional 485 acres adjacent to Parker Lake Estates Phases I, II, and III by utilizing the customer service provision of the two NTMWD Regional Systems;

WHEREAS, NTMWD and the City of Parker entered into an Agreement for Customer Service dated January 25, 2001, and amended NOVEMBER 15, 2001, to allow the City to provide sewer treatment and collector service to a subdivision called Parker Lake Estates;

WHEREAS, the amendment entitled Regional Wastewater Customer Service Agreement Amendment to Agreement for Customer Service with the City of Parker, ("Amendment"), to that Agreement provides for modifications that will allow service to be provided to additional areas of the City in accordance to the terms of the Amendment,

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

SECTION 1. The Parker City Council finds the statements in the Preamble above to be true.

SECTION 2. The Parker City Council does approve and authorize the Mayor to execute the Amendment with NTMWD entitled Regional Wastewater Customer Service Agreement Amendment to Agreement for Customer Service with the City of Parker in substantially the form attached hereto as Exhibit A..

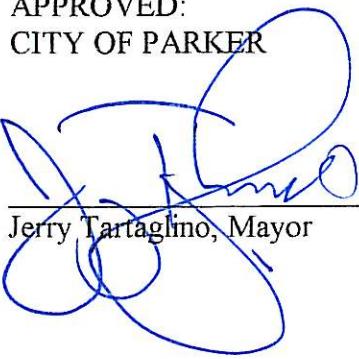
SECTION 3. This resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 25th day of September, 2007.

ATTEST:

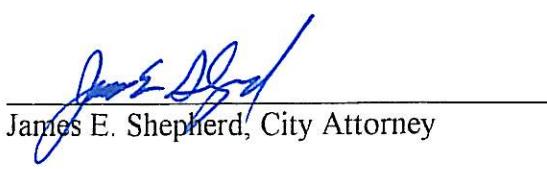


APPROVED:
CITY OF PARKER


Jerry Tartaglino, Mayor


Carrie L. Smith, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

NORTH TEXAS MUNICIPAL WATER DISTRICT

REGIONAL WASTEWATER CUSTOMER SERVICE AGREEMENT AMENDMENT TO AGREEMENT FOR CUSTOMER SERVICE WITH THE CITY OF PARKER

WHEREAS, the North Texas Municipal Water District owns and operates a Regional Wastewater Treatment System and an Upper East Fork Regional Interceptor System that can provide customer (nonmember) service in accordance with the two systems' regional contracts and NTMWD District Policy No. 22;

WHEREAS, the City of Parker has requested that the NTMWD allow the City to provide sewer treatment and collector service to an additional 485 acres adjacent to Parker Lake Estates Phases I, II, and III by utilizing the customer service provision of the two NTMWD Regional Systems;

WHEREAS, NTMWD and the City of Parker entered into an Agreement for Customer Service dated January 25, 2001, and amended NOVEMBER 15, 2001, to allow the City to provide sewer treatment and collector service to a subdivision called Parker Lake Estates;

WHEREAS, this amendment to that Agreement shall provide for modifications that will allow service to be provided to additional areas of the City in accordance to the terms of this amendment.

THIS AMENDMENT TO THE CUSTOMER SERVICE AGREEMENT ENTERED INTO BY THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF PARKER shall provide the basis for modifications to the prior agreement with the additional terms presented below; however, all other terms of the prior agreement shall remain in full force and effect.

I. PURPOSE

The North Texas Municipal Water District shall allow the City of Parker to serve an additional geographic area of 485 acres, with the City having the total responsibility to construct a system meeting all state and federal regulations and to transport the sewage to the existing point of entry at the northwest corner of Bethany Drive and F.M. 2551 in the City of Allen.

II. RESPONSIBILITIES

A. City of Parker

1. The City of Parker will provide metering facilities capable of metering the total flow. This metering equipment and

installation shall be approved by NTMWD and shall become NTMWD property after installation.

2. The City of Parker will not make any future request for additional wastewater service.

III. LIMITATIONS

- A. The following limitations shall apply to the combined flow from the existing areas and future areas through the existing meter station (point of entry):
 1. The land area being served shall be only that 785 acres located south of Lucas Road, north of Curtis Drive, west of the City of Lucas, and east of Dillehay Drive as described in the June 2007 report by Chiang, Patel & Yerby, Inc. titled, "Engineering Report in Support of City of Parker Request for Wastewater Service";
 2. The average daily flow from this area shall not exceed 287,250 gallons per day with a maximum daily flow not to exceed 861,750 gallons per day.

THIS AMENDMENT APPROVED BY THE NTMWD BOARD OF DIRECTORS at their regular meeting on the _____ day of _____, 2007, with authorization for execution by the President and Secretary of the NTMWD Board.

NORTH TEXAS MUNICIPAL WATER DISTRICT

James Kerr, Secretary

Bill Harrison, President

THIS AGREEMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER in a regular meeting on the 25th day of September 2007, with authorization for the Mayor and City Secretary to execute the agreement on behalf of the City of Parker.

CITY OF PARKER


 Carrie Smith, City Secretary

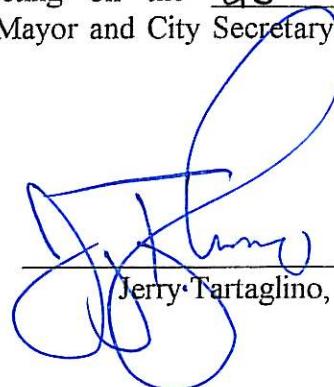
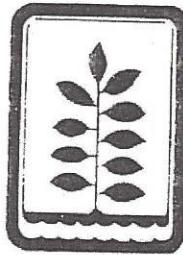

 Jerry Tartaglino, Mayor

EXHIBIT A

Pg 2 of 2



**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

Regional Service Through Unity

April 2, 2002

Mr. Jeff Flanigan
City of Parker
5700 E. Parker Road
Parker, Texas 75002

RE: CITY OF PARKER, POTABLE WATER
SUPPLY AMENDATORY CONTRACT

Dear Mr. Flanigan:

Enclosed for your files are two (2) fully executed originals of the *City of Parker Potable Water Supply Amendatory Contract* between the City of Parker and the North Texas Municipal Water District.

If you have any questions or need additional information, please contact me at (972) 442-5405.

Sincerely,

JUDD R. SANDERSON
Deputy Director of Finance

JAMES M. PARKS
Executive Director

JMP:JRS:vh

xc: Mr. Joe Stankiewicz
Mr. Randel Dobbs
Mr. Steve Long

NORTH TEXAS MUNICIPAL WATER DISTRICT

CITY OF PARKER POTABLE WATER SUPPLY AMENDATORY CONTRACT

THE STATE OF TEXAS:

THE COUNTY OF COLLIN:

THIS CONTRACT (the "Contract") made and entered into as of this the 28th day of March, 2002, by and between the North Texas Municipal Water District ("NTMWD"), a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Parker ("Parker"):

W I T N E S S E T H:

WHEREAS, NTMWD and Parker are authorized to enter into this Contract pursuant to the NTMWD's Act, Chapter 791, Texas Local Government Code, (the "Interlocal Cooperation Act"), and other applicable laws; and

WHEREAS, Parker is desirous of obtaining an adequate and dependable water supply; and

WHEREAS, Parker has requested an increase in potable water delivery from the NTMWD Wylie-McKinney twenty-inch (20") pipeline near FM 2514 and FM 1378; and

WHEREAS, NTMWD and Pecan Orchard Water Supply Corporation entered into a treated water supply contract dated September 22, 1973, and amended on January 25, 1974, July 31, 1974, November 18, 1974, and April 24, 1984; and

WHEREAS, on July 1, 1988, Pecan Orchard Water Supply Corporation assigned to Parker all of its rights, title and interest in the treated water supply contract with NTMWD dated September 22, 1973, and all amendments thereto; and

WHEREAS, it is deemed necessary and advisable by the parties hereto that the existing treated water supply contract dated September 22, 1973, and all amendments thereto, be amended and completely replaced with this contract so that the entire relationship between NTMWD and Parker with respect to treated water will be set forth in this contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish and Parker agrees to pay for water upon the terms and conditions and for the consideration hereinafter set forth, to wit:

NTMWD/CITY OF PARKER
 POTABLE WATER SUPPLY AMENDATORY CONTRACT
 PAGE 2

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) “Annual Payment” means the amount of money to be paid to NTMWD by Parker during each Annual Payment period.
- (b) “Annual Payment Period” means NTMWD’s fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD.
- (c) “Parker” means the Contracting Party; also referred to as City of Parker.
- (d) “NTMWD” means the North Texas Municipal Water District as defined in the preamble to this Contract.
- (e) “MGD” is an abbreviation for “million gallons of water per day” and means a quantity of water during a period of time expressed for convenience in terms of an average annual daily quantity during an Annual Payment Period.
- (f) “System” means collectively the Existing System and the future water of NTMWD for projects, water storage, treatment, transportation, distribution, and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of NTMWD’s facilities which provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said terms do not include any facilities acquired or constructed by NTMWD with the proceeds from the issuance of “Special Facilities Bonds,” which are payable from any source, Contract, or revenues, whatsoever, other than revenues from the System.
- (g) “Water Year” means the period of August 1 of each calendar year through July 31 of the next following calendar years or such twelve (12) month period designated by NTMWD to all Members and Customers.

Section 2. QUANTITY. NTMWD agrees to sell and to deliver treated water under this Contract to Parker at its Point of Delivery as described in Section 5 hereof, and Parker agrees to take at its Point of Delivery all water required for use by Parker, except for approved emergency connections, during the term of this Contract, including all treated water for Parker’s own use and for distribution to all customers served by Parker’s water distribution system, or within the existing Texas Natural Resource Conservation Commissions’ designated service area. It is specifically provided, however, that after the

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 3

Contract Date, Parker shall not enter into, renew, or amend with regard to volume of water to be supplied, any agreement to supply any such treated water for use outside its boundaries or the area of its statutory extraterritorial jurisdiction, unless each such agreement is approved by the Board of Directors of NTMWD (which approval shall not be withheld unless the projected additional volume affects NTMWD's ability to provide service to others or conflicts with law or NTMWD Policy). Parker shall not become a party to any contract for the sale of treated water which would violate or be inconsistent with the provisions of this Contract, and all such contracts shall recognize the priority of treated water use as provided in this Contract. However, notwithstanding the foregoing provisions of this subsection, if, after the Contract Date, Parker should legally and finally annex any territory which has a source of treated water supply other than from Parker, then NTMWD and Parker are authorized to, and may, negotiate and enter into agreements which would allow the continued use of such other source within such annexed territory upon such terms and conditions as are mutually agreeable to NTMWD and Parker. NTMWD will use its best efforts to furnish and remain in position to furnish treated water sufficient for all reasonable treated water requirements of Parker, but its obligation shall be limited to the amount of treated water available to it from the System during routine operation. The current maximum rate of delivery shall be 2.5 times Parker's annual daily average, which is consistent with the capabilities and abilities of System facilities, and it is understood that the Board of Directors may from time to time adjust the maximum rate of delivery on an equitable and uniform basis to all Customer Cities. If treated water from the System must be rationed, such rationing shall, within the limits permitted by law, be done by NTMWD on an equal basis of the relative actual total amount of all treated water from the entire System taken by each respective Customer City, respectively, during the last preceding Annual Payment Period in which rationing among said customers was not necessary.

The maximum volume allowed shall be that volume capable of being supplied by the routine operation of NTMWD's system utilizing the meter and meter sizes as described in Section 5, Point of Delivery at the defined Point of Delivery.

Section 3. OTHER CONTRACTS. NTMWD reserves the right to supply treated water from the System to Additional or Other Contracting Parties as determined by the NTMWD Board of Directors.

Section 4. QUALITY. The water to be delivered by NTMWD and received by Parker shall be treated water from the System. Parker has satisfied itself that such water will be suitable for its needs, but NTMWD is obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. NTMWD and Parker shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which System water is obtained.

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 4

Section 5. POINT OF DELIVERY. The Point of Delivery for Parker shall be an eight-inch (8") meter and ten-inch (10") tap located on the NTMWD Wylie-McKinney twenty-inch (20") pipeline near the intersection of FM 2514 and FM 1378.

Parker shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all treated water delivered to it under this Contract. All facilities and equipment must be inspected and approved by NTMWD and any construction from the NTMWD pipeline through the air gap connection must meet standard specifications of NTMWD. In order to change the type or size of meters, or size of the tap, the contract would need to be amended as set forth in Section 10, Modification.

Section 6. MEASURING EQUIPMENT. Parker shall furnish, and install at its own expense at the Point of Delivery the necessary rate of flow equipment of a standard type approved by NTMWD for measuring properly the quantity of treated water delivered under this agreement and such meter and other equipment so installed shall become the property of NTMWD. Parker shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of NTMWD. For the purpose of this agreement, the original record or reading of the meter shall be the journal or other record book of NTMWD in its office in which the records of the employees or agents of NTMWD who take the reading may be transcribed. Upon written request of Parker, NTMWD will send it a copy of such journal or record book, or permit it to have access to the same in the office of NTMWD during reasonable business hours.

Not more than once in any six (6) month time period, NTMWD shall test its meter if requested in writing by Parker to do so, in the presence of a representative of Parker, and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall be calibrated by Parker in the presence of a representative of NTMWD and the parties shall jointly observe any adjustment if necessary. If Parker shall in writing request NTMWD to calibrate its meter, then NTMWD shall give Parker notice of the time when any such calibration is to be made and if a representative of Parker is not present at the time set, NTMWD may proceed with calibration and adjustment in the absence of any representative of Parker.

If either party at any time observes a variation between the delivery meter and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours notice of the time of all tests of meters so that the other party may conveniently have a representative present.

NTMWD/CITY OF PARKER
 POTABLE WATER SUPPLY AMENDATORY CONTRACT
 PAGE 5

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Parker may, at its option and its own expense, install and operate a check meter to check each meter installed by NTMWD. The measurement of water for the purpose of this agreement shall be solely by NTMWD meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by an employee or agent of NTMWD, but the reading, calibration and adjustment thereof shall be made only by Parker, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration, and adjustment thereof shall be made by NTMWD with like effect as if such check meter or meters had been furnished or installed by NTMWD.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for treated water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. Payments by Parker. The service to be performed under this Contract by NTMWD consists of the readiness of NTMWD to deliver to Parker upon its demand, water in accordance with the provisions of this Contract.

In return for such service, Parker agrees to compensate NTMWD by payment of certain minimum annual sums of money, for each of which said sums NTMWD agrees, if required by Parker, to deliver all, or so much thereof as Parker may desire, of a certain corresponding volume of water as follows:

- (a) For the Annual Payment Period beginning October 1, 2001, Parker will take or pay for 211,304,000 gallons of water (578,915 gallons per day) at a

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 6

rate of five cents (5¢) above the rate established for the Member Cities of NTMWD, but in no event less than fifty cents (50¢) per thousand gallons. Any water delivered in excess of the amount allowed for the annual minimum will be purchased at a rate of five (5¢) per thousand gallons above the amount charged NTMWD Member Cities for excess water. Parker will be entitled to a maximum rate of delivery, which shall not be more than 2.50 times Parker's annual daily average. The minimum amount of water Parker will be required to purchase at the above rate or such other rate as may be from time to time determined by NTMWD, shall be calculated annually for the ensuing year and such amount shall be determined in the same manner as said amount is determined for the Member Cities. The annual minimum to be purchased during any ensuing year shall not be less than the highest total amount withdrawn from NTMWD's system by Parker during any previous year or 211,304,000 gallons, whichever is greater.

(b) The quantities and rates set out in Section 2 and Section 8 hereof shall be reviewed at the end of the first full Annual Payment Period of service after the first delivery of water to Parker and each year thereafter, and the minimum amount of water to be purchased, rate per 1,000 gallons and the maximum rate of delivery shall be re-determined by the Board of Directors of NTMWD at that time in the same manner as applied to NTMWD Member Cities.

Payment of the minimum annual service charge listed above shall be made each year by Parker to NTMWD in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 10th day of the month following the service. Payment of water delivered in any year in excess of the volume allowed for the minimum annual payment effective for that year, shall be made by Parker to NTMWD at the rates specified herein when in accordance with the following method:

When Parker exceeds 100% of the annual minimum amount during any water year, excess water will be billed on the first month following the month in which the 100% level was reached, for the excess water delivered in the month prior to the month being billed, and this procedure would continue to the end of the Annual Payment Period with Parker making payment for all excess not previously paid for on or before the 10th day of the month following the end of such year.

Liability for making payments, as herein set forth, shall commence on the date of the first tender of delivery of water to Parker by NTMWD at the Point of Delivery.

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 7

(c) In the event that Parker shall fail to make any such monthly payment or annual payment with the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, NTMWD may at its option discontinue delivery of water to Parker until the amount due NTMWD is paid in full with interest as herein specified.

Section 9. TERM OF CONTRACT. This Contract shall continue in force and effect for a period of thirty (30) years from the date of this Contract. This Contract shall be considered null and void if not executed by the City of Parker by July 31, 2002.

Section 10. MODIFICATION. This Contract may be changed or modified only with the consent of the governing bodies of both NTMWD and Parker. No such changes or modifications may be made which will affect adversely the prompt payment when due of all moneys required to be paid by Parker under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Parker to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. NTMWD agrees to carry out and arrange for fire, casualty, public liability, and/or other insurance, including self insurance, on the System for purposes and in amounts which, as determined by NTMWD, ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that NTMWD shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of NTMWD's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 8

interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System. The insurance coverage does not extend to any facility owned by Parker.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rules or regulation in any forum, having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an office of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to: North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098

If to Parker, to: City of Parker
5700 East Parker Road
Parker, Texas 75002

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provision, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitution, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections,

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 9

provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of NTMWD are located. It is specifically agreed among the parties to this Contract that Collin County, Texas, is a principal place of performance of this Contract.

Section 17. OTHER CONDITIONS AND PROVISIONS.

- (a) Operation and Maintenance of System. NTMWD will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.
- (b) Title to Water. Indemnification. Title to all water supplied to the Contracting Party shall be in NTMWD up to the Point of Delivery, at which point title shall pass to Parker. NTMWD and Parker shall save and hold each other harmless from all claims, demands, and causes of action, which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party.
- (c) Operating Expenses of Parker. Parker represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its system, as defined in Vernon's ann. Tex. Civ. St. Article 1113, and that all such payments will be made from the revenues of its system. Parker represents and has determined that the treated water supply to be obtained from the System, including the Projects and other System facilities, is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of treated water therefore, and, accordingly, all payments required by this Contract to be made by Parker shall constitute reasonable and necessary operating expense of its respective system as described above, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Parker.

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 10

(d) Parker's Rate for Waterworks System. Parker agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding. Parker agrees to file appropriate financial reports related to the Parker system including annual audits.

Section 18. WATER CONSERVATION. Parker agrees to consider for adoption and enforcement any and all ordinances generally related to water conservation as may be required by the rules of the Texas Natural Resources Conservation Commission and/or may be adopted or recommended by the Board of Directors of NTMWD for all Member and Customer Cities.

Section 19. SPECIAL CONDITIONS.

(a) The parties acknowledge that they have entered into this agreement to set forth the terms and conditions under which NTMWD will continue to sell potable water to Parker and that upon execution, this Contract shall supersede and replace any prior contracts or agreements between the parties.

(b) The meter size, location and any quantity set forth in this contract are intended to meet the water needs of Parker. The needs of Parker are independently determined by Parker and NTMWD has conducted no independent evaluation of the Parker Water System.

(c) Parker agrees to use its best efforts to complete construction of the modifications of existing metering facilities and installation of control equipment necessary to utilize the increased volume of potable water from the NTMWD Wylie-McKinney twenty-inch (20") pipeline near FM 2514 and FM 1378 in Parker, and that such equipment will allow NTMWD to remotely monitor and control the delivery of potable water from Wylie. Should construction of said facilities and equipment not be completed by December 31, 2002, this contract shall become null and void.

NTMWD/CITY OF PARKER
POTABLE WATER SUPPLY AMENDATORY CONTRACT
PAGE 11

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: Larry Parks
Larry Parks
President, Board of Directors

ATTEST:

Marvin Fuller, Sec
Marvin Fuller
Secretary, Board of Directors



CITY OF PARKER

By: David Hammel, Mayor
3/26/02

ATTEST:
Bevyn McMenamy
City Secretary

(SEAL)



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 25, 2024
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Ordinance 2. Director of TMRS City and Member Services Colin Davidson Letter, dated October 28, 2024 3. City of Parker 2025 Plan Change Study 4. TMRS City Comparison – Collin County 5. Supplemental Request FY24-25 Budget 	

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:	11/25/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/25/2024 via Municode
Mayor:	<i>Lee Pettle</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 3RD DAY OF DECEMBER 2024.**

APPROVED:
CITY OF PARKER

Lee Pettle, 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.

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".

Colin Davidson
 Director of City and Member Services

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	5.08%	6.51%	7.56%	8.69%
Retirement Rate	15.86%	18.34%	20.16%	22.13%
Supplemental Death Rate	0.22%	0.22%	0.22%	0.22%
Total Contribution Rate	16.08%	18.56%	20.38%	22.35%
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
			87,713	
03-600-8023	TMRS		30,844	Addition of COLA to TMRS
03-610-8023	TMRS		1,111	Addition of COLA to TMRS
			31,955	
	SUBTOTAL	\$ -	\$ 119,668	
	TOTAL		\$ 119,668	(One-Time + Recurring)



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 Pettle
Estimated Cost:	Date Prepared:	November 21, 2024
Exhibits :	<ol style="list-style-type: none"> 1. <u>Proposed Resolution w- Exhibit A</u> 2. <u>CPI Table</u> 3. <u>Res. No. 2023-774 (Solid Waste Rates and Fees Adjustment) - Increase</u> 4. <u>Res. No. 2023-724 (Solid Waste Rates and Fees Adjustment) - Increase</u> 5. <u>Res. No. 2021-685 (2022 Solid Waste Agreement)</u> 	

AGENDA SUBJECT

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			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/21/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/25/2024 via Municode
Mayor	<i>Lee Pettle</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 3rd day of December, 2024.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

Proposed



Mayor Pettle
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

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	

City of Parker
Base Rates 12/01/21

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

Industrial					
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 rolloffs 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

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 rolloffs 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

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 rolloffs 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

Residential	
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							
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						

Industrial					
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 rolloffs 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 rolloffs 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 rolloffs 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 rolloffs 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 rolloffs 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 rolloffs 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 rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

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

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

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

Supplemental Rates – Commercial and Industrial**Frontload**

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

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

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$27.13

LINES 937.15

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 Adjustment forth in Section 7 of the Agreement.

G. City Shall Pay Contractor-\$125.00 /hour, plus disposal for all work to collect additional volumes of Garbage and Rubbish resulting from severe weather or other emergency situations. The City 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 adjusted 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.

Customer 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 issued 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 si 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 provide written notice to the other party that it intends to terminate this A "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 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 work performed on or before the termination effective date and Contractor shall collect its 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 breaching party's claim that the alleged breaching party has substantially breached a provision of this Agreement. Upon termination or expiration of this Agreement, 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 due to the non-breaching party as a result of the breach of this Agreement.

signature page
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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 yard waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is 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 or 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) changes in 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 adjustment shall be subject to the City Council approval, which shall not be unreasonably withheld or delayed. Contractor shall give the City of Parker forty five (45) days' notice of any proposed price increase.

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 annual increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Solid Waste Collection Services) U.S. City Average, as published by United States Department of Commerce, 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 months preceding.

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e (12) months

C. Government Fees: Contractor shall be entitled to petition the City Council to 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 services conducted by Contractor in the operation of a sanitary Landfill.

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

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

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

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state, or local
he operations

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iy Contractor
he invoice.

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 Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

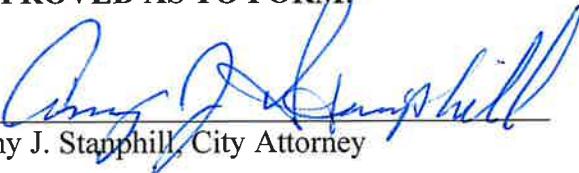

Amy J. Stanphill, City Attorney

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 rolloffs 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: CUUR0000SEH
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 Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Interim City Attorney

Indices	2021	2022				
CPI - w/s/t 100%	2872.333	3000.014	127.681	4.45%	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	New
Brush/Bulk	\$ 2.18	\$ 0.10	\$ 2.28	Monthly
				\$ 21.02
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	

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 rolloffs 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:

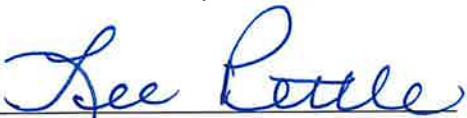
SECTION 1. The negotiated contract with REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO, A DELAWARE CORPORATION, hereafter referred to as "Contractor" is approved in the form attached hereto as Exhibit A.

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 Pettle, Mayor



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

ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Scott Levine, Interim City Attorney

WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS
COUNTY OF COLLIN

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

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

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

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

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

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

SECTION 1

GRANT

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

SECTION 2.

DEFINITIONS

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

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

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

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

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

SECTION 3.

CONTRACTOR'S DUTIES AND OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

SECTION 4.

CONTRACTOR'S RIGHTS

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

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

SECTION 5.

CHARGES

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

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

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

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

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

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

SECTION 6.

SPILLAGE

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

SECTION 7.

NON-COLLECTION

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

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

SECTION 8.

INDEMNIFICATION

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

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

SECTION 9.

INSURANCE

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

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

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

Automobile Liability

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

**Commercial General
Liability**

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

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

SECTION 10.

TERM

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

SECTION 11.

TERMINATION

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

SECTION 12

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

If to City:

Mayor
City of Parker

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

If to Contractor:

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

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

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

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

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

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

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

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

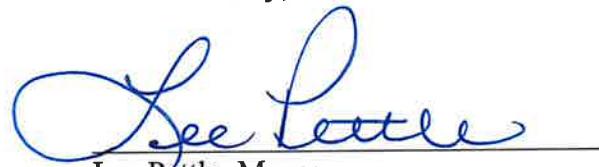
(Signatures begin on next page)

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

ALLIED WASTE SYSTEMS, INC., a
Delaware corporation


Print Name: Amy Adcox

CITY OF PARKER,
Collin County, Texas


Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary

EXHIBIT A

SOLID WASTE PRICING

Solid Waste and Recycling Rates

SOLID WASTE

1x a week MSW: 2 carts \$12.27

Recycle Collection

1x a week: 1 cart \$5.68

Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

Special bulk services - \$95.00 and hour

City Hall – 4 free rolloffs per year / city events

One - 30-yard rolloff City Hall usage Free

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

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

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

Supplemental Rates – Commercial and Industrial

Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

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

Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$37.13

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23

Attachment 1

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 2
(Insert Companies Insurance Provided by company)

*Attachment 2*

Meeting Date: 12/03/2024 Item 9.

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

COVERAGES

CERTIFICATE NUMBER: 2093014

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2093014

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

GENERAL LIABILITY:

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

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

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

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

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

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

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

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

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

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



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 Chief Miller
Estimated Cost:	Date Prepared:	November 21 2024
Exhibits:	1. <u>Proposed Resolution</u> 2. <u>ILA</u>	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-822 APPROVING AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER FOR AUTOMATIC FIRE AND EMS ASSISTANCE.

SUMMARY

Please review the information provided. This agreement is a renewal of the previous Interlocal Agreements (ILAs) between the cities of Lucas and Parker.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Justin Miller (Jeff Kendrick)</i>	Date:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024

RESOLUTION NO. 2024 - 822
(F.D. Interlocal Fire and EMS Assistance)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND
CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT
FOR AUTOMATIC FIRE AND EMS ASSISTANCE WITH THE CITY OF
LUCAS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE;
PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens, and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to enter into an Interlocal Automatic Mutual Aid Agreement with the City of Lucas to obtain certain services to be performed for the benefit of the City Parker, Texas;

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

SECTION 1. The Interlocal Agreement attached hereto and entitled "Interlocal Cooperation Agreement for Automatic Fire and EMS Assistance" is approved.

SECTION 2. The Mayor or her designee is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 3rd day of December, 2024.

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney

STATE OF TEXAS § **INTERLOCAL COOPERATION AGREEMENT**
COLLIN COUNTY § **FOR AUTOMATIC FIRE AND EMS ASSISTANCE**
 §

This Interlocal Agreement for Automatic Fire and EMS Assistance (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Parker, Texas (“Parker”) (collectively the “Parties” and singularly a “Party”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties recognize that Automatic Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an emergency; and

WHEREAS, the Parties previously entered into that certain Agreement for Mutual Aid Agreement service (the “ILA”) dated February 2015; and

WHEREAS, the Parties desire to replace the “Interlocal Automatic Mutual Aid Agreement” dated February 2015 with this Agreement; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered as “pre-planned” automatic-aid response; and

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, each Party, in performing governmental functions, or in paying for the performance of governmental functions herein, shall make that performance or those payments from current revenues legally available to such Party;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Recitals Incorporated

The recitals to this Agreement are found to be true and incorporated herein.

Article II
Purpose

The purpose of this Agreement is to outline the procedures for automatic assistance response between Lucas Fire-Rescue and Parker Fire Department. This Agreement is a guide for routine

operations and is not intended to replace or amend any other existing Agreements that the Parties have entered except as expressly provided for herein. The automatic assistance rendered under this Agreement shall be considered as a “pre-planned” automatic-aid response conducted under the authority of the existing Agreements for Mutual Aid and Disaster Assistance to which both Cities are a Party.

Article III **Definitions**

Unless the context means otherwise the following words or phrases shall have the following meanings:

“Fire Chief” shall mean the Fire Chief of the respective Party, or designee.

“NIMS (National Incident Management System)” shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management.

“Requesting Party” shall mean the City requesting automatic assistance under this Agreement.

“Responding Party” means the City providing assistance in response to a request under this Agreement, furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

“Jurisdiction” shall mean the city limits and extraterritorial jurisdiction of either party and does not include Municipal Utility Districts, except if such Districts are under a contract for service with the Parties.

Article IV **Term**

4.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Parties (the “Effective Date”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing ninety (90) days prior written notice to terminate to the other Party.

Article V

Amount and Type of Assistance; Limitations

5.1 This Agreement is for the pre-planned exchange of fire, Emergency Medical Service (EMS), and other emergency response services in each city's Jurisdiction. Fire apparatus (fire and medical), Special Operations (rescue), and Hazardous Materials wrts (HazMat) will respond to emergencies, if designated, to any location within the Requesting Party's Jurisdiction. Companies required in addition to a first level response will be requested in accordance with standing procedures established in the Interjurisdictional Mutual Aid Agreement dated July 7, 2008, Agreement for Mutual Aid and Disaster Assistance.

5.2 If the agreed upon response from Responding Party is not available or is temporarily depleted, the Responding Party department will advise the Requesting Party department and the Responding Party department shall not be required to respond; provided, however, a fill-in company which is in quarters at a fire station of the Responding Party department that is the subject of this Agreement shall respond.

Article VI

Response Areas

6.1 Fire response Jurisdictions are defined by and agreed upon by each City's Fire Chief.

Article VII

Incident Management; and Incident Reporting

7.1 It is agreed that both Parties will use the National Incident Management System ("NIMS") in the management of incidents in which there is a joint response. Upon arrival, the first arriving company at the emergency scene will assume command in accordance with its Department's incident management procedure and may promptly transfer such command to an officer of the department in whose jurisdiction the emergency is occurring. Nothing in this Agreement shall preclude an officer operating in a City for which such person is not employed, from requesting additional resources as appropriate from the City in which the emergency is occurring.

7.2 A fire department EMS report will be completed by each fire department providing patient care which will document care given up to the point of patient transfer.

7.3 A fire department National Fire Incident reporting System (NFIRS) report will be completed for each incident by each fire department providing response to the scene.

7.4 In those cases in which no unit of the Requesting Party receiving Automatic Assistance is present, the Responding Party Fire Department will complete a NFIRS report for its department showing either "Automatic Aid Given" or "Mutual Aid Given", whichever is appropriate and call the designated station of the Requesting Party which will create a NFIRS report showing "Automatic Aid Received" or "Mutual Aid Received", whichever is appropriate.

Article VIII

Communications Procedures

To expedite the initiation of response under this Agreement, communications will be handled by the Wylie Public Safety Communication Center, as detailed in Wylie's Computer Aided Dispatch.

Article IX

Liability; Immunity

9.1 Employee Compensation. A Requesting Party shall not be required to pay any compensation to the Responding Party for the services rendered by employees of the Responding Party pursuant to this Agreement. Personnel who are assigned, designated, or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the City where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party in which the employee in question is regularly employed.

9.2 Cost Limitations. A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during automatic assistance provided herein.

9.3 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.4 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.5 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing automatic assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.6 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

9.7 Waiver of Claims. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or

relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article X
Miscellaneous

10.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

10.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Lucas, to:

Attn: John Whitsell
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Ted Stephens
Fire Chief
Lucas Fire~Rescue
165 Country Club Road
Lucas, Texas 75002

With a copy to:

Attn: Joe Gorfida
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Parker, to:

Attn: Lee Pettle
Mayor
City of Parker, Texas
5700 East Parker Road
Parker, Texas 75002

With a copy to:

Attn: Fire Chief
Parker Fire Department
5700 East Parker Road
Parker, Texas 75002

With a copy to:

Attn: City Attorney
City of Parker
5700 East Parker Road

Parker, Texas 75002

10.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10.5 Recitals. The recitals to this Agreement are incorporated herein.

10.6 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes.

10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

10.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

10.11 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)

EXECUTED this the _____ day of _____, 2024.

CITY OF LUCAS, TEXAS

By: _____
John Whitsell, City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this the _____ day of _____, 2024.

CITY OF PARKER, TEXAS

By: _____
Lee Pettle, Mayor

APPROVED AS TO FORM:

By: _____
Name: _____
City Attorney



Agenda Item

Budget Account Code:		Meeting Date: See above.
Budgeted Amount:		Department/ Requestor: Council
Fund Balance-before expenditure:		Prepared by: Public Works Director Gary Machado
Estimated Cost:		Date Prepared: November 22, 2024
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Services Agreement 2. Proposed Ord. No. 884 authorizing execution of the MSA 3. Annexation Application (which is an exhibit to the MSA and the Ordinances. The metes and bounds, and map are Exhibit A.1) 4. Notice of Public Hearing 5. Proposed Ord. No. 885 Annexation 	

AGENDA SUBJECT

KINGS CROSSING PHASE 5 FINAL PLAT LOTS 26 & 27, BLOCK F MUNICIPAL SERVICES AGREEMENT (MSA) AND ANNEXATION:

KINGS CROSSING PHASE 5 FINAL PLAT LOTS 26 & 27, BLOCK F WAS ON THE OCTOBER 22, 2024 CITY COUNCIL AGENDA AND APPROVED BY INACTION ON OCTOBER 26, 2024 (EXPIRATION OF 30 DAYS).

KINGS CROSSING PHASE 5 LOTS 26 & 27, BLOCK F SERVICE AGREEMENT

PUBLIC HEARING KINGS CROSSING PHASE 5 LOTS 26 & 27, BLOCK F ANNEXATION

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 884, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 885, ANNEXING APPROXIMATELY 2.078 ACRES INTO THE CITY LIMITS.

SUMMARY

Please review the information provided for Kings Crossing Phase 5 Final Plat, 2 Residential Lots, Lots 26 & 27, Block F, 2.078 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas, to consider the proposed Municipal Services Agreement (MSA) and annexation.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	11/22/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/30/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ xx /2024

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into this 3rd day of December 2024 by and between the City of Parker, Texas, a Type-A General Law municipality ("City") and Kings Crossing Five, Ltd. (hereafter "Owner" whether one or more).

RECITALS:

WHEREAS, Section 43.0671 of the Texas Local Government Code ("TLGC") permits the City to annex an area if each owner in the area requests the annexation; and

WHEREAS, when the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the property to be annexed on or after the effective date of annexation; and

WHEREAS, the Owner has filed a written petition with the City for voluntary annexation of the Property ("Annexation Case"); and

WHEREAS, the Owner owns approximately 2.078 acres situated in the Ann S. Hurt Survey, Abstract No. 428 located in the City's extraterritorial jurisdiction, as described in the Application for Annexation and related attachments attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Parker City Council;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services available by any method or means by which the City makes such municipal services available to any other area of the City, including per the City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable City ordinances, rules, regulations, and policies.

A. Police

Police protection from City's Police Department shall be provided to the area annexed at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 489 and state and federal law. Some of these services include:

1. Normal patrols and response;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations, and special weapons; and
4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

B. Fire Protection

The Parker Fire Department will provide emergency and fire prevention services to the annexation area at a level consistent with current methods and procedures presently provided to areas of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment, and transport by Advanced Life Support (ALS) fire engines, trucks, and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

As development commences on the Property, sufficient fire protection, including personnel and equipment will be provided to furnish the Property with the level of fire protection consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, fire protection will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

C. Emergency Medical Service

The Parker Fire Department will provide the following emergency and safety services to the annexation area at a level consistent with current methods and procedures presently provided to areas of the City of Parker having similar characteristics of topography, land use, and population density on the effective date of the ordinance of annexation in accordance with City of Parker Ordinance 258 and state and federal law. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and
3. Medical rescue services.

As development commences on the Property, sufficient emergency medical service, including personnel and equipment will be provided to furnish the Property with the level of emergency medical service consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, emergency medical service will be provided at a level consistent with other areas of the City having similar characteristics of topography, land use, and population density.

D. Solid Waste

The City of Parker will provide solid waste collection in accordance with the City's contract with the City Solid Waste Collection Contractor.

E. Water Service

The proposed annexation area is located within the City's Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10207 as issued by the Texas Commission on Environmental Quality (TCEQ).

Connections to existing City water distribution mains for water service will be provided in accordance with City of Parker Ordinance 345A, the City's Development Code, associated Water/Wastewater Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance.

As new development occurs within the Property, extensions of water distribution mains if required, cost participation shall be in accordance with the existing at the time City ordinances and policies. Water service capacity shall be provided consistent service to areas of the City having similar characteristics of topography, land use, and population density. The water infrastructure shall be compatible with the City's water master plan.

Operation and maintenance of water facilities and infrastructure that lie within the service area of another water utility will be the responsibility of that utility.

Existing developments, businesses, or homes that are on individual water wells or private water systems will be allowed to remain on those systems until a request for water service is made to the City. The requests for service will be handled in accordance with the applicable utility service line extension and connection policies in place at the time the request for service is received.

F. Wastewater Facilities

The proposed annexation area is located within the City's Sewer Service Area as defined by CCN Number 21001 as issued by the TCEQ.

As development commences in the annexation area, wastewater service shall be in accordance with the existing at the time City ordinances and policies. If required, City participation in the costs of sanitary sewer main extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

Operation and maintenance of wastewater facilities and infrastructure lying within the service area of another wastewater utility will be the responsibility of that utility. Similarly, operation and maintenance of private wastewater facilities will be the responsibility of the private property owner.

G. Roads and Streets

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Public Works Director, shall be provided within the Property upon the effective date of the annexation. Routine maintenance will be provided to the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance or otherwise established by the City.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed, when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

H. Drainage

Connections to existing City drainage facilities will be provided in accordance with City ordinances existing at the time of the request for connection. Drainage fees will be assessed at the rates established by City ordinance and will be charged on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the developer. Any cost participation shall be in accordance with City ordinance and policies existing at the time of development. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Existing developments, businesses, or homes that are on existing drainage systems will be allowed to continue to remain on those systems until a request for drainage facilities is made to the City. Any requests for City improvements to existing drainage facilities will be handled in accordance with the applicable extension and connection policies currently in place at the time the request for improved drainage facilities is received by the City. These will be ranked in the CIP project matrix, in accordance with the City drainage plan.

I. Parks, Playgrounds, and Swimming Pools

Residents of the annexed area may utilize all existing park and recreation facilities as of the effective date of the annexation. Fees for such usage shall be in accordance with the current fees established by ordinance.

Maintenance of public parks, playgrounds, and swimming pools is expressly accepted by the City as publicly owned.

J. Publicly Owned Facilities

Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Parker on the effective date of the annexation.

K. Permitting and Inspections

Permitting and inspections shall be obtained through the City, as outlined by City ordinance.

L. Other Services

Other services that may be provided by the City, such as municipal and general administration, will be made available as of the effective date of the annexation. The City shall provide a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City.

having topography, land use, and population density similar to those reasonably contemplated or projected in the area of the Property.

4. UNIFORM LEVEL OF SERVICES NOT REQUIRED. Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. EFFECTIVE DATE; TERM. The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.

7. VENUE AND GOVERNING LAW. Venue shall be in the state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

8. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

9. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

13. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in

writing by both parties. The parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

**THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE
ABOVE FIRST WRITTEN.**

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

EXHIBIT A.1

[Annexation Application, Legal Description
and Survey of Property]

ORDINANCE NO. 884

(Municipal Services Agreement for Kings Crossing Five, Ltd.)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.0672, BETWEEN THE CITY OF PARKER AND KINGS CROSSING FIVE, LTD. FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 2.078 ACRES OF LAND REQUESTED BY OWNER TO BE ANNEXED, GERNALLY LOCATED IN THE SURVEY AND ABSTRACT ABS A0428 ANN S HURT SURVEY, WEST OF LEWIS LAINE 2,500 FEET SOUTH OF LUCAS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant Kings Crossing Five, Ltd. (hereafter the “Owner”) has submitted a petition for voluntary annexation of approximately 2.078 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas as described in Exhibit A.1 attached hereto and incorporated herein (the “Property”); and

WHEREAS, pursuant to Texas Local Government Code section 43.0672, the City of Parker, Texas (the “City”) must first negotiate a written Services Agreement with the Owner of the real property subject to a petition for voluntary annexation that contains (1) the services that the City will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City and Owner have come to an agreement about the provision of services to the Property upon and following the annexation of the Property; and

WHEREAS, the City Council of the City of Parker finds it to be in the best interest of the citizens of Parker to enter into a Municipal Services Agreement with the Owner;

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

Section 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

Section 2. The Municipal Services Agreement (“Agreement”), made in accordance with applicable provisions of state law pertaining to annexation and attached hereto as Exhibit A, is approved.

Section 3. The Mayor, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Parker under the Agreement.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 5. This Ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 3RD DAY OF DECEMBER 2024.

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, Interim City Attorney

EXHIBIT A
MUNICIPAL SERVICES AGREEMENT
KINGS CROSSING FIVE, LTD.

Proposed

KINGS CROSSING FIVE, LTD.

November 1, 2024

City of Parker
c/o Mr. Gary Machado
5700 Parker Rd
Parker, Texas 75002

Ref: Kings Crossing Phase 5
Annexation Application – Lot 26 & 27, Block F

Dear Gary:

Attached is our completed and signed Annexation Application for the above referenced project. Also enclosed find the legal description (Exhibit A) and final plat (Exhibit B) for the above referenced property.

Please note that the Application Fees are attached and have been calculated below:

Base Fee	\$400
\$5/Acre x 2 Acres =	<u>\$ 10</u>
Application Fee	\$410

Please contact me if you have any questions or additional concerns.

Sincerely,



Preston Walhood

enclosure

1042

Kings Crossing Five, Ltd.
4040 N. Central Expwy., Suite 850
Dallas, Texas 75204
214-368-0238



32-1432/1110

10/31/2024

PAY TO THE
ORDER OF
City of Parker

\$ **410.00

DOLLARS

Security features. Details on back

Four Hundred Ten and 00/100*****

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



MEMO

Annexation Fee (2 Acres)



Kings Crossing Five, Ltd.

1042

City of Parker

10/31/2024

410.00

Annexation Fee (2 Acres)
Invoice #103124

Kings Five-Chkg (BOT Annexation Fee (2 Acres)

410.00

KING'S CROSSING, PHASE 5 LOTS 26 & 27, BLOCK F

BEING 2.078 acres of land located in the Ann S. Hurt Survey, Abstract No. 428, Collin County, Texas, and being a portion of the Kings Crossing Five, LTD. called 51.265-acre tract, as described in Instrument 20220323000468380, Official Public Records, Collin County, Texas (O.P.R.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "O'NEAL 6570" found (hereafter called "iron rod found") in the north line of said 51.265-acre tract, at the northeast corner of Lot 28, Block F, of King's Crossing 5, an addition to the City of Parker as recorded in plat thereof recorded in Cabinet 2023, Page 1012, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE North 88 degrees 58 minutes 36 seconds East, along the north line of said 51.26-acre tract, a distance of 304.36 feet to an iron rod found at the northwest corner of Lot 25-X, Block F of said King's Crossing;

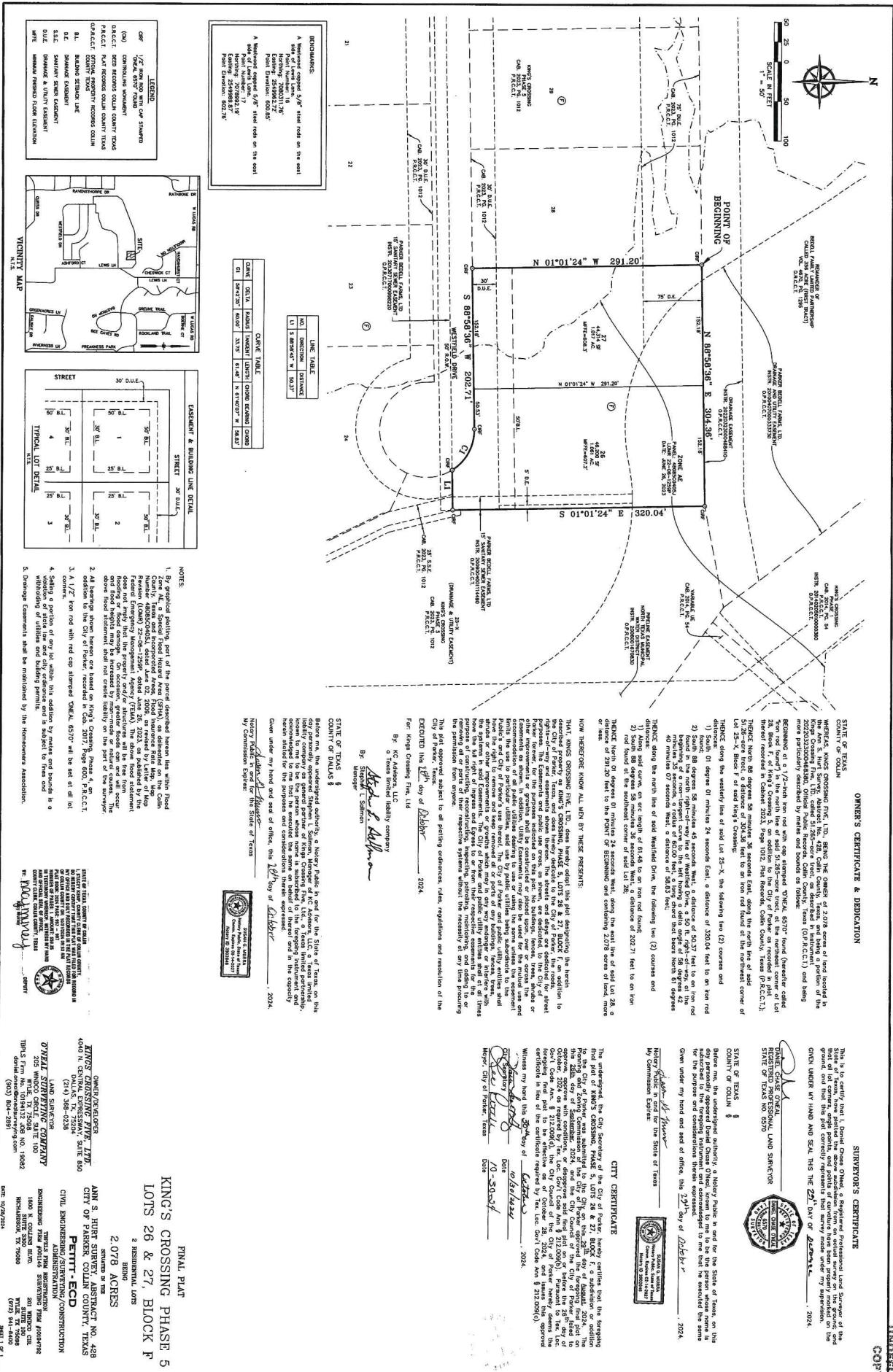
THENCE along the westerly line of said Lot 25-X, the following two (2) courses and distances:

- 1) South 01 degree 01 minutes 24 seconds East, a distance of 320.04 feet to an iron rod found;
- 2) South 88 degrees 58 minutes 45 seconds West, a distance of 50.37 feet to an iron rod found in the north right-of-way line of Westfield Drive, a 50 ft. right-of-way, at the beginning of a non-tangent curve to the left having a delta angle of 58 degrees 42 minutes 35 seconds, a radius of 60.00 feet, a long chord that bears North 61 degrees 40 minutes 07 seconds West, a distance of 58.83 feet;

THENCE along the north line of said Westfield Drive, the following two (2) courses and distances:

- 1) Along said curve, an arc length of 61.48 to an iron rod found;
- 2) South 88 degrees 58 minutes 36 seconds West, a distance of 202.71 feet to an iron rod found at the southeast corner of said Lot 28;

THENCE North 01 degrees 01 minutes 24 seconds West, along the east line of said Lot 28, a distance of 291.20 feet to the **POINT OF BEGINNING** and containing 2.078 acres of land, more or less.





ZONING BOUNDARY CHANGE APPLICATION FORM
ANNEXATION REQUEST FORM

1. Requesting: Permanent Zoning _____
 Re-Zoning _____ (See Note*)
 Annexation

*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

Applicant/Company Name: Kings Crossing Five, Ltd

Company Address: 4040 North Central Expressway, Suite 850, Dallas, Texas 75204

Company Phone Number: 214-368-0238

Company Email: ssallman@warnergroup.com

Contact Name: Preston Walhood, Vice President

Contact Phone Number: 214-368-0238

Contact Email: pwalhood@warnergroup.com

2. Description and Location of Property:

- a. Survey and abstract: ABS A0428 AN S HURT SURVEY, TRACT 7, 2.078 ACRES
- b. Lot and block: _____
- c. Total number of acres: 2.078
- d. Location further described: West of Lewis Lane, 2,500 feet south of Lucas Road

3. Attach 8 copies of the preliminary plat or survey that contains:

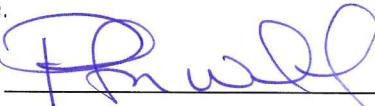
- a. North point, scale, and date
- b. Name and address of:
 - i. Applicant
 - ii. Engineer or surveyor responsible for survey of plat
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to the property
- e. Location of existing or platted streets within and adjacent to the existing property
- f. Location of all existing rights of way, utility, and/or drainage easements

Page 2

4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant:  Date: 10/31/2024

Accepted: _____ Date: _____

**City of Parker
Fee Schedule
2016**

Exhibit A
Ordinance No. 734

	<u>Current Fees</u>
<i>Contractor Registration - Renewed Annually</i>	
Electrical Contractor	\$100.00
Fire Sprinkler Contractor	No Fee
General Contractor	\$100.00
Irrigation Contractor	\$100.00
Backflow Tester	\$100.00
Mechanical Contractor	\$100.00
Plumbing Contractor	No Fee
Pool Contractor	\$100.00
<i>Inspection Fees</i>	
Re-Inspections	\$50.00
Annual Backflow Test - Fire Sprinkler System (commercial)	\$25.00
Annual Fire System Inspection (commercial)	\$50.00
<i>Development Fees</i>	
Abandonment of Real Property	\$500.00
Annexation Petitions	\$400 plus \$5 /acre
Copies -Subdivision Regulations and Zoning Ordinance Book	\$150.00
Plat - Development	\$300 plus \$30/Acre
Plat -Preliminary	\$800 plus \$30/Acre
Plat - Final	\$800 plus \$30/Acre
Plat - Final Plat Filing Fees	100% plus 15% adm costs
Plat -Minor Subdivision (5 acres or less)	\$500 plus \$100/lot
Plat -Re-Plat Application/Amending Plat	\$500 plus \$15/lot
Public Works Inspection/Engineering Plans/Legal Review (50% Water/50% City)	5% of total construction costs
Site Plan	\$300 plus \$25/Acre
Traffic Control Devices:	
Per divided street intersection (signage)	\$300.00
Per linear foot per lane line (painting)	\$0.75
Per street intersection (signage)	\$150.00
Signs for street names (each)	\$200.00
Special Activities District	\$500 plus \$30/Acre*
Zoning - Special Use Permit	\$1,000.00
Special Use Permit Annual Renewal - Cross Creek Ranch, Ord. 273	\$1,000.00
 Zoning Change Request, Zoning Change	
Zoning Variance Request	\$500 plus \$10/acre
	\$600.00



Order Number	4547
Today's Date	22 Nov 2024
P.O. Number	Patti Grey
Sales Rep(s)	David Ferster

Remit Payments (with Acct Number) to:
Medium Giant, P.O. BOX 660040, DALLAS, TX 75266-0040
Bill-to

CITY OF PARKER
 5700 E PARKER RD
 PARKER, TX 750026767
 Tel: 972 442-6811
 Account No: 100732

Advertiser

CITY OF PARKER
 5700 E PARKER RD
 PARKER, TX 750026767
 Tel: 972 442-6811
 Account No: 100732

Campaign Summary

Description Public Hearing Notice for Potential Annexation

Cost Summary

Net Amount	\$339.00
Estimated Tax	\$0.00
Total	\$339.00

Products

Line No.	Product	Description	First Issue Date	Number of Issues	Size / Lines	Amount
16273	The Dallas Morning News	Legal Special Rate - Legal Notices Legal Notices -> Legal Notices	11/23/2024	1	2x2.406	\$---

PUBLIC HEARING NOTICE FOR POTENTIAL ANNEXATION

Pursuant to Texas Local Government Code Chapter 43, there will be a public hearing by the City of Parker's City Council concerning a proposed annexation to enlarge and extend the boundaries of the city limits to include the following described territory:
 2.078 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas
 The Public Hearing will be held by and before the City Council at a scheduled meeting on Tuesday, December 3, 2024 beginning at 7:00 p.m., at the Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002, for all persons interested in the above proposed annexation. At said time and place, all such persons shall have the right to appear and be heard. The Public Hearing will be followed by discussion and action on the proposed ordinance by the Council. Contact Public Works Director Gary Machado at (972) 442-6811 for more information or to comment regarding the proposed annexation at any time before the Public Hearing.

ORDINANCE NO. 885
(Annexation for Kings Crossing Five, Ltd. Lots 26 and 27)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 2.078 ACRES SITUATED IN THE ANN S. HURT SURVEY, ABSTRACT NO. 428, CITY OF PARKER, COLLIN COUNTY, TEXAS INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF PARKER, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING A REPLEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Parker, Texas (“City”) is a Type-A, General Law municipality located in Collin County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of the property owner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition from Kings Crossing Five, Ltd. requesting the voluntary annexation of the area described in Exhibit A.1; and

WHEREAS, the area identified in Exhibit A.1, approximately 2.078 acres situated in the Ann S. Hurt Survey, Abstract No. 428, City of Parker, Collin County, Texas is adjacent and contiguous to the City limits; and

WHEREAS, City staff proceeded with negotiating a service agreement with the property owner, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of the Texas Local Government Code on December 3, 2024; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City;

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

Section 1. Findings of Fact

The recitations contained in the preamble of this Ordinance are hereby found to be true and correct legislative and factual findings of the City Council of Parker, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

Section 2. Annexation of Territory

- A. The property in the area described in Exhibit A.1, attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Parker, Texas, and is made an integral part hereof.
- B. The official map and boundaries of the City of Parker, Texas are hereby amended and revised so as to include the area annexed.
- C. The annexation agreement, executed prior to the annexation approval in accordance with Section 43.0670 of the Texas Local Government Code is attached hereto as Exhibit A and incorporated herein for all intents and purposes.
- D. The owner and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Parker, Texas and are hereby bound by all acts, ordinances, and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3. Filing

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries.
- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Collin County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance map of the entire City that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller's Office.

Section 4. 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 5. 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 Ordinance as a whole.

Section 6. 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 14. Effective Date

This Ordinance shall be effective, and the annexation achieved herein shall be final and complete, immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 3RD DAY OF DECEMBER 2024.

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

Catherine Clifton, Interim City Attorney



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 Pettle
Estimated Cost:	Date Prepared:	November 21, 2024
Exhibits:	<u>None</u>	

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

ANY ADDITIONAL UPDATES

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:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/25/2024 via Municode
Mayor	<i>Lee Pettle</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:	City Secretary Scott Grey for Mayor Pettle
Estimated Cost:	Date Prepared:	November 21, 2024
Exhibits:	<u>None</u>	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between \$0 - \$1,000 [RES. NO. 2024-801])

Pam and Allen Terrell donated 2 Starbucks coffee ground plus 1 Box hot chocolate mix valued at approximately \$40 to the Parker Police Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/25/2024 via Municode
Mayor	<i>Lee Pettle</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: November 21, 2024
Exhibits:	<u>Future Agenda Items</u>

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:	11/26/2024
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	11/27/2024 via Municode
Mayor	<i>Lee Pettle</i>	Date:	11/ XX /2024

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
2024			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	3rd Qtr 20241217 CC Agenda - Waiting
Feb(Mar), May (July), Aug, Nov	Investment Quarterly Report	Savage	3rd Qtr 2024 1119 - Done
Feb(Mar), May (July), Aug, Nov	Enterprise Update	ICA CC/F-HR GS	Waiting on Update (2024 1002 CC Mrg - next week)
	Mayor Pettle 2024 1118 Update	Pettle	Mayor Pettle 2024 1118 Update
December 3, 2024	Water issues (NTMWD, Moratorium, exception)		Moratorium (2024 1119);NTMWD (2024 1119 - Postponed to 2024 1203)
December 3, 2024	ILA St. Paul if not done		
December 3, 2024	Enterprise contract, if not done		
TBD	Pump Station if not done		
TBD	Records retention policy		
TBD	Annual records review		
TBD	Any resolutions ready		
TBD	Any plats ready		
TBD	Any ILAs ready		
December 3, 2024	Republic Contract if not done		
December, 2024	Engineering RFQs		
December 17, 2024	Board/Commission appointments		
December 3, 2024	TMRS		
December 17, 2024	Comp plan Workshop		
December 17, 2024	Newsletter committee		
	Presentation:	Pettle	Per Mayor Pettle 2024 1118email
TBD	Town Hall		

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
	Updates:	Pettle	Per Mayor Pettle 2024 1118 email
December 3, 2024	FM2551		
December 3, 2024	NTMWD		
December 3, 2024	TCEQ		
December 3, 2024	Projects in Progress		
December 3, 2024	Engineering contracts		
December 3, 2024	Noise Committee		
	Workshops:	Pettle	Per Mayor Pettle 2024 1118 email
TBD	city protocols - Minutes, Agendas, Open Records requests process, etc.		
TBD	Comp plan w-P&Z		Tentatively - 2024 1217
TBD	Departmental Reports		
TBD	Zoning Codes (SAD, Commercial/retain)		
TBD	Public Works		
TBD	Police		
TBD	Personnel Manual		Tentatively - 2024 1217
TBD	Signage (political, rezoning, electronic)		
	Future Agenda Items	Pettle	Per Mayor Pettle 2024 1104 email
TBD	Southridge gate 2025		
TBD	Newsletter committee		Tentatively - 2024 1217
TBD	Procedural Manual		
TBD	Personnel Manual		Tentatively - 2024 1217
TBD	Procedures for Presentations		
TBD	Procedures for agendas		

	ITEM DESCRIPTION	CONTACT	Notes - Last Updated
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		Tentatively - 2024 1203
TBD	Exceptions/Exemptions to water moratorium	ICA CC	
TBD	Attorney appointment		
TBD	Sign ordinance revisions consideration		
TBD	Leash law		
TBD	Sign ordinance for rezoning property		
TBD	Noise Ordinance		
TBD	Investment Policy		Tentatively - 2024 1217
TBD	Board/Commission appointments		Tentatively - 2024 1217
TBD	Deputy City Secretary		Tentatively - 2024 1217
TBD	Engineering RFQs		