



MINUTES
CITY COUNCIL MEETING
DECEMBER 3, 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 5:31 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, and Buddy Pilgrim were present. Councilmember Amanda Noe was absent.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage (conference room until 7:00 p.m.), Interim City Attorney Catherine Clifton (conference room until 7:00 p.m.), Public Works Director Gary Machado (conference room until 7:00 p.m.), City Engineer Craig M. Kerkhoff, P.E., C.F.M. (conference room until 7:00 p.m.), former Fire Chief Mike Sheff, Fire Chief Justin Miller (arrived at 6:59 pm.), Assistant Fire Chief Jeff Kendrick (arrived at 6:59 pm.), and Police Chief Kenneth Price

EXECUTIVE SESSION (5:30 – 7:00 PM) - 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 5:33 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:06 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Roxanne Bogdan led the pledge.

TEXAS PLEDGE: Letty Valdez 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.

Roxanne Bogdan, 6701 Overbrook Drive, stated she has tried to be a participant to the Noise Committee and voiced concerns with Noise Committee Chair/Councilmember Fecht. Ms. Bogdan asked that City Council consider appointing another Chair.

Billy Barron, 6707 Overbrook Drive, said he supported Ms. Bogdan's comments and reiterated concerns regarding Noise Committee Chair/Councilmember Fecht. Mr. Barron said the committee needed to meet to resolve issues with a Chair that listens to the citizens' input.

Rick Debus, 5007 Dublin Creek Lane, agreed, stating he thinks there have been two committees, one with Noise Committee Chair Fecht and another with citizens. Mr. Debus said he also recommends a change in leadership.

Laura Mawhinney (Walsh), 6203 Northridge Parkway, expressed her concerns regarding the city's Nuisance Ordinance. (See Exhibit 1 – Laura Mawhinney (Walsh)'s public comments re: Nuisance Ordinance, dated December 3, 2024.)

Henrik Ax, 3506 McCreary, spoke in support of the other speakers.

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

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]

MOTION: Councilmember Kercho moved to approve consent agenda items 2 and 3 as provided. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-815, APPOINTING A FIRE CHIEF AND APPOINTING AN ASSISTANT FIRE CHIEF. [Rescheduled from 2024 1112 and 2024 1119]

Fire Chief Sheff reviewed the information provided in tonight's City Council packet, recommending Justin Miller for the Fire Chief position and Jeffrey Kendrick for the Assistant Fire Chief position.

MOTION: Councilmember Kercho moved to approve Resolution No. 2024-815, appointing Justin Miller as Fire Chief and appointing Jeffrey Kendrick as Assistant Fire Chief. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

SWEARING-IN AND BADGE PINNING CEREMONY

Mayor Pettle administered the Oath to newly appointed Fire Chief Miller.

Fire Chief Miller's children, Jaxon and Blake ceremoniously pinned Fire Chief Miller with the assistance of wife, Meagan.

Mayor Pettle administered the Oath to newly appointed Assistant Fire Chief Jeffrey Kendrick.

Assistant Fire Chief Kendrick's wife Lisa ceremoniously pinned Assistant Fire Chief Kendrick with the assistance of their daughters, Mallory and Reese.

City Council thanked former Fire Chief Sheff for his service and congratulated Fire Chief Miller and Assistant Fire Chief Kendrick.

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]

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

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

Mayor Lee Pettle recessed the regular meeting to Executive Session at 7:38 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 7:54 p.m.

Mayor Pro Tem Reed asked Mayor Pettle if City Council could hear from John Delin, Owner of Integrity Companies, LLC, Roanoke, Texas.

Mr. Delin came forward, reviewed the project, and asked City Council for their support..

MOTION: Mayor Pro Tem Reed 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 17, 2024 City Council meeting. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

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]

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 17, 2024 City Council meeting. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

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]

City Attorney Clifton reviewed the item, stating there has been an update to Ordinance No. 883 (Water Supply Amendatory Contract) which “has been provided” to City Council “different than the agreement” “attached in the backup material.” **[See Exhibit 2 – Ordinance No. 883 (Water Supply Amendatory Contract) update, dated Tuesday, December 3, 2024.]**

MOTION: Mayor Pro Tem Reed moved to approve 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. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

City Council praised Interim City Attorney Clifton for her work on this project.

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]

MOTION: Councilmember Pilgrim moved to approve 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]. Councilmember Fecht seconded with Councilmembers Fecht and Pilgrim voting for and Councilmembers Kercho and Reed voting against. (Tie 2-2) Mayor Pettie voting for the motion, breaking the tie vote. Motion carried 3-2. **[See Exhibit 3 – Ordinance No. 878 (TMRS-USC-RT_COLA-R), noting 50%, dated Tuesday, December 3, 2024.]**

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-820, AUTHORIZING THE REPUBLIC SERVICES RATE ADJUSTMENT. [Rescheduled from 2024 1112]

MOTION: Mayor Pro Tem Reed moved to approve Resolution No. 2024-820, authorizing the Republic Services Rate Adjustment. [Rescheduled from 2024 1112]. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

Mayor Pettie asked Asst. City Administrator/City Secretary Scott Grey to reach out to Republic Services Manager Municipal Sales Rick Bernas to see if he could be present for one of the next two City Council meetings, either December 17, 2024 or the January 7, 2025. Ms. Scott Grey agreed.

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.

MOTION: Mayor Pro Tem Reed moved to approve 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. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

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.

Mayor Pettie opened the public hearing regarding the Kings Crossing Phase 5 Lots 26 & 27, Block F, annexation at 8:42 p.m.

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.

No one came forward and Mayor Pettie declared the public hearing closed at 8:44 p.m.

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

MOTION: Councilmember Kercho moved to approve Ordinance No. 884, authorizing execution of the Municipal Services Agreement (MSA). Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

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

MOTION: Mayor Pro Tem Reed moved to approve Ordinance No. 885, annexing approximately 2.078 acres into the city limits. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Pilgrim, and Reed voting for the motion. Motion carried 4-0.

ROUTINE ITEMS

12. UPDATE(S):

FM2551

Public Works Director Gary Machado said Texas Department of Transportation (TxDOT) is moving forward. Harper Brothers, a contractor, has been working on completing the water crossings. Mr. Machado stated when TxDOT gives regular updates, staff will make that information available on the city's website.

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

An update was made earlier tonight. Please see item 7.

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 scheduled for December 17, 2024.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

Councilmember Pilgrim reported no changes or updates tonight.

PROJECTS IN PROGRESS

ENGINEERING REQUEST FOR QUALIFICATIONS (RFQs)

Public Works Director Machado said a meeting is being scheduled for after the holidays. Mr. Machado said he hoped to have details soon.

NOISE COMMITTEE

Councilmember Fecht stated he gave a report at the November 19, 2024, City Council meeting, but as a courtesy he would review the report again. Mr. Fecht said he spoke with Interim City Attorney Clifton "a fair amount prior to this report, etc., getting her wisdom." He said he has been communicating with Cross Creek,

Southfork Ranch and residents, and complaints were isolated. He recommended "the Noise Committee go into hiatus for want of a better term for the next six (6) months."

There was additional discussion.

Councilmember Pilgrim stated while he believes Councilmember Fecht made some very good contributions he does not believe the committee can move forward with him as Chair.

MOTION: Councilmember Pilgrim moved to allow the Noise Committee to elect different leadership (by the committee) and further after the Noise Committee studies the issues, the committee bring their recommendations back to City Council. Mayor Pro Tem Reed seconded with Councilmembers Kercho, Pilgrim, and Reed voting for the motion and Councilmember Fecht abstaining. Motion carried 3-0-1 (abstention by Councilmember Fecht).

ANY ADDITIONAL UPDATES

LEWIS LANE

Councilmember Kercho asked if there was an update on Lewis Lane.

Mayor Pettie stated the City of Parker representatives met with the City of Lucas regarding Lewis Lane and "it was a very positive meeting."

Councilmember Kercho said he hoped this would lead to Lewis Lane being repaved soon.

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 ground coffee plus 1 box hot chocolate mix valued at approximately \$40 to the Parker Police Department.

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

FUTURE AGENDA ITEMS

14. FUTURE AGENDA ITEMS

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

Councilmember Pilgrim said, "we still need a future agenda item of a workshop for an employee manual, and we need a workshop for city structure and organization."

Councilmember Kercho requested the Capital Improvement Plan (CIP) be added to future agenda items as well.


Hearing no additional requests, Mayor Pettie encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, December 17, 2024.

ADJOURN

Mayor Pettie asked City Council if anyone needed to recess into executive session at this time. Hearing no requests, the Mayor adjourned the meeting at 9:25 p.m.



APPROVED:


Mayor Lee Pettie

ATTESTED:


Patti Scott Grey, City Secretary

Approved on the 17th day
of December, 2024.

12/3/2024 City Council Meeting
Public Comments re: Nuisance Ordinance

My name is Laura Mawhinney (Walsh). My husband Kevin Walsh and I live at 6203 Northridge Parkway in Southridge Estates.

I am using time for public comments today to address some issues with Parker's Nuisance Ordinance. I was glad to see the City Council agreed to form a Noise Committee back in July to evaluate concerns.

I know the primary reason for the committee was due to sound issues coming from Southfork Ranch and Cross Creek Ranch. However, my husband and I have experienced issues with our next door neighbors which caused us to become more familiar with the current Nuisance Ordinance and its limitations.

Soon after the committee was announced, on July 11, 2024, we sent an email to each City Council Member, Mayor Pettie, Chief Price and then City Administrator Luke Olson highlighting Neighbor-to-Neighbor noise issues and requesting to participate in Noise Committee meetings.

On September 11, 2024 I attended a Noise Committee meeting and was able to share information about our Neighbor-to-Neighbor noise issues with the committee. Councilmember Kercho was in attendance, but Councilmember Fecht was not present.

Over the past year, we have called Parker Police out to the neighbor's house four times on three separate dates. The neighbors have been harassing us and intentionally directing bright lights and loud music at our master bedroom suite late at night and during pre-dawn hours.

We specifically requested the Police take decibel readings to assess the sound issue. Due to Parker's Ordinance with generous decibel levels to accommodate South Fork events, the readings taken by the police did not violate the ordinance, thus they could not issue a violation.

Our position is that the decibel levels contained in the current Nuisance ordinance are not appropriate for the majority of the quiet neighborhoods in the city of Parker.

The Noise Committee has done a lot of good research on Nuisance/Noise Ordinances in surrounding cities in DFW. **Most cities have a simplified ordinance that covers daytime vs. nighttime decibel levels.** Parker has 3 levels of "nighttime" decibel limits ranging from 65 db to 45db, whereas most cities have one "nighttime" limit that averages 55 db. Also, Parker's current "daytime" ordinance is 75 db, whereas other cities have a "daytime" limit closer to 55 db - 65 db.

If Parker had a "nighttime" limit similar to Allen, then our neighbors would have been in violation of the limit and the Police could have cited an offense. We believe the Parker Police sincerely want to help us with our unfortunate situation, but their hands have been tied by the current ordinance.

I am asking the City Council to consider the following changes to the Nuisance Ordinance.

1) Designate Special Activity/Event zones (South Fork, Cross Creek) with decibel levels appropriate for events.

2) Designate all other zones in Parker as neighborhood zones with a different set of decibel levels that are appropriate for the neighborhoods of Parker.

3) Change the Nuisance Ordinance to give Police more discretion to issue violations for egregious behavior. In a situation such as what my husband and I have experienced with our neighbors, the police have already been called out 4 times. They would be justified to issue a violation without a decibel reading if they concur the noise is too loud for a reasonable person.

I would like to see the Noise Committee evaluate these suggestions and I would be willing to participate on the Noise Committee to represent this issue with Neighbor-to-Neighbor noise complaints.

Thank you,
Laura Mawhinney (Walsh)

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:

Lee Pettie
Mayor Lee Pettie

ATTEST:

Patti Scott Grey
City Secretary Patti Scott Grey

APPROVED TO FORM:

Catherine Clifton
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 the 3rd day of December, 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.

W I T N E S S E T H :

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 be referred to as the Contract, as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD and 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.

“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 acknowledges that as a regional wholesale supplier, NTMWD is subject to regulatory and legal requirements regarding the promotion of water conservation and drought contingency planning for the System that allow it to make a water supply available to Customer. NTMWD’s water conservation and drought contingency program is developed in adherence with TCEQ public participation requirements and in consultation with other area regional providers to promote consistency throughout the North Texas region. 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, the rules of the TCEQ and any ordinance or policy related to water conservation and/or drought management proposed by the Board of Directors of NTMWD consistent with the above-described regional planning effort. 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 as described in this Section. 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) and (e) 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 is calculated for the current fiscal year and divided into the cost of replacement capacity in the pipeline associated with Point of Delivery No. 2 (\$6,070,000), to determine the annual six year minimum necessary to provide for the annual debt service cost for the project, as shown in (iii), below.
- (ii) For that fractional part of the fiscal year in which this subparagraph Section 19 (e) (i)-(vi) goes into effect, 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 after the expiration of the three-year period described in (d). 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 for Point of Delivery No. 2 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 same rate as described in Section 8 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
Lee Pettle, Mayor

12/4/2024
Date

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

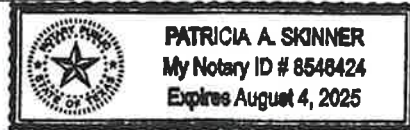
This instrument was acknowledged before me on this 4th day of December, 2024, by Lee Pettle, Mayor, City of Parker, Texas.

Patricia A. Skinner

Notary Public, State of Texas
Printed Name of Notary:

Patricia A. Skinner

My Commission Expires: 8/4/25



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:

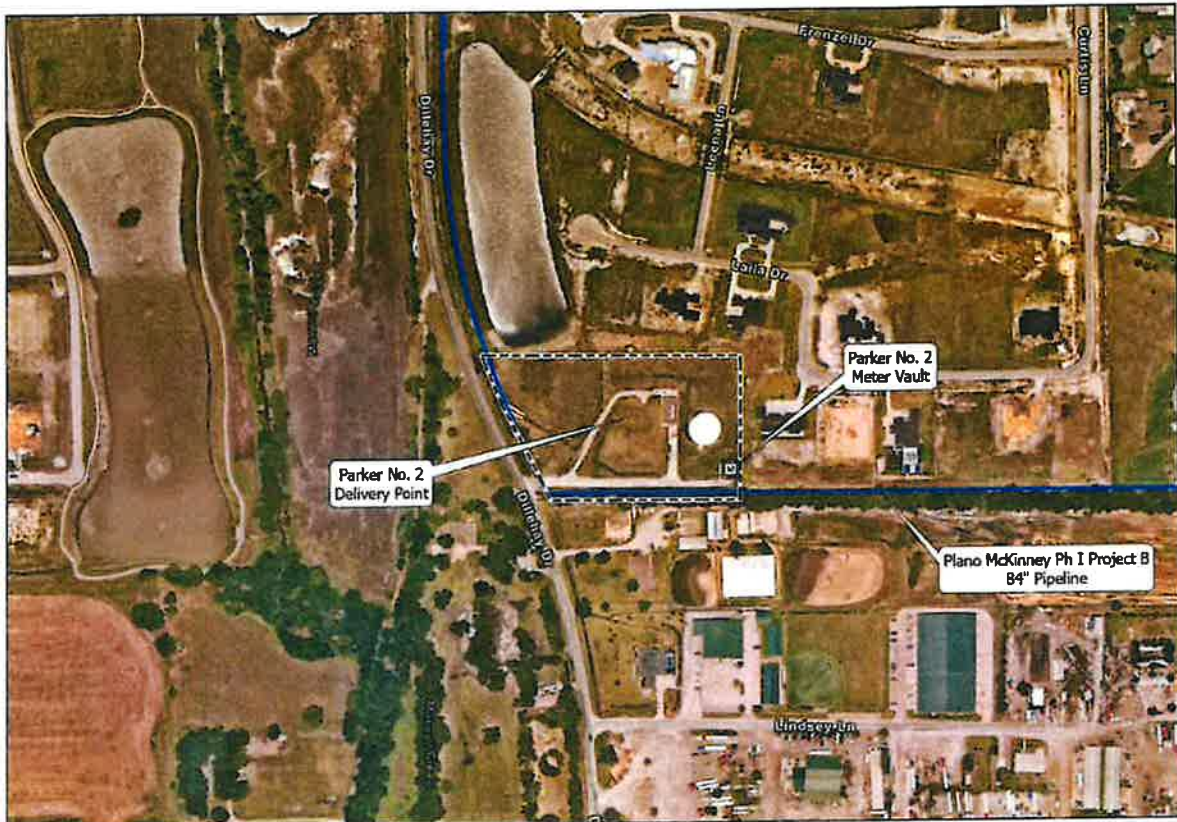
My Commission Expires: _____

EXHIBIT A1
Location of Points of Delivery No. 1



Parker No. 1 Delivery Point

EXHIBIT A2
Location of Points of Delivery No. 2



Parker No. 2 Delivery Point



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

(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 50% 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.

(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 Pettie, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:


Catherine Clifton, Interim City Attorney



October 28, 2024

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

Dear Mr. Savage:

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

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

Both Effective January 1, 2025

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

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

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

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

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

Sincerely,

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

Colin Davidson
Director of City and Member Services

TMRS Comparison of Alternate Plan Design(s)

FOR CITIES

2025 Rates • Parker

October 24, 2024

Plan Provisions	Current	Option 1	Option 2	Option 3
Employee Contribution Rate	7%	7%	7%	7%
City Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit (USC)	100% (Repeating)	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	None	30% (Repeating)	50% (Repeating)	70% (Repeating)
Retroactive COLA	No	No	No	No
Retirement Eligibility Any Age	20 years	20 years	20 years	20 years
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025	2025	2025
Normal Cost Rate	10.78%	11.83%	12.60%	13.44%
Prior Service Rate	<u>5.08%</u>	<u>6.51%</u>	<u>7.56%</u>	<u>8.69%</u>
Retirement Rate	15.86%	18.34%	20.16%	22.13%
Supplemental Death Rate	<u>0.22%</u>	<u>0.22%</u>	<u>0.22%</u>	<u>0.22%</u>
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	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)