



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**

**APRIL 15, 2025 @ 5:00 PM**

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, April 15, 2025 at 5:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

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

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

**WORKSHOP (5:00 - 6:00 PM)**

1. PROPOSED PERSONNEL POLICY MANUAL

[Proposed Personnel Policy Manual](#)

**ADJOURN**

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

**EXECUTIVE SESSION (6:00 - 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. AT 7:00 PM.

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

### 2. NOISE COMMITTEE –APRIL 16, 2025, 2 PM

PARKS AND RECREATION COMMISSION (P&R) RESCHEDULED – WEDNESDAY, APRIL 16, 2025, 5 PM

2025 PWC'S CANDIDATES NIGHT – THURSDAY, APRIL 17, 2025, 7 PM – VICTORY CHURCH – 6301 E. PARKER ROAD

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 26, 2025, 10AM-2PM

GENERAL ELECTION

REMINDER – MAY 3, 2025 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>April 20 No Voting</b> (20 de abril) (Sin votar)	<b>April 21 No Voting</b> (21 de abril) (Sin votar)	<b>April 22 Early Voting</b> (22 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 23 Early Voting</b> (23 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 24 Early Voting</b> (24 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 25 Early Voting</b> (25 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 26 Early Voting</b> (26 de abril) (Votación adelantada)  8 am – 5 pm
<b>April 27 No Voting</b> (27 de abril) (Sin votar)	<b>April 28 Early Voting</b> (28 de abril) (Votación adelantada)  7am - 7pm	<b>April 29 Early Voting</b> (29 de abril) (Votación adelantada)  7am - 7pm	<b>April 30</b> (30 de abril)	<b>May 1</b> (1 de mayo)	<b>May 2</b> (2 de mayo)	<b>May 3 Election Day</b> (3 de mayo) (Día de elección)  7am – 7pm

**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.

3. APPROVAL OF MEETING MINUTES FOR APRIL 1, 2025. [REGULAR MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND MEETING]

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-839, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND THE TOWN OF ST. PAUL FOR COMBINED MUNICIPAL COURT SERVICES.

5. DISCUSS, CONSIDER, AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2025-840 AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT FOR THE SOUTHEAST COLLIN COUNTY EMS COALITION.

#### INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-841 APPROVING THE FUTURE APPOINTMENT/NOMINATION PROCESS.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-842, CONSENTING TO INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-843 AWARDED CONTRACTS FOR THE DUBLIN ROAD WATER LINE PROJECT.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 890 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ESTABLISHING BOUNDARY LINES BETWEEN THE CITY OF PARKER AND THE CITY OF LUCAS; PROVIDING FOR DISANNEXATION OF PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE
10. DISCUSS AND CONSIDER REFERRAL OF THE DEVELOPMENT OF ZONING CODE FOR COMMERCIAL/RETAIL TO THE PLANNING AND ZONING (P&Z) COMMISSION FOR DEVELOPMENT AND RECOMMENDATIONS.
11. **BUCKINGHAM LOT VENTURE, LTD. 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS. MUNICIPAL SERVICES AGREEMENT (MSA) AND ANNEXATION:**

BUCKINGHAM LOT VENTURE, LTD. 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS WAS ON THE FEBRUARY 4, 2025 CITY COUNCIL AGENDA AND POSTPONED AND THEN AT THE FEBRUARY 25, 2025 CITY COUNCIL MEETING RESOLUTION NO. 2025-831 WAS APPROVED AND AN AGREEMENT BETWEEN THE CITY OF PARKER AND BUCKINGHAM LOT VENTURE, LTD., AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND TAKE ALL ACTION NECESSARY TO COMPLY WITH THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE (BUCKINGHAM ESTATES) WAS APPROVED 4-1 [KERCHO, LYNCH, NOE, PILGRIM/FECHT].

BUCKINGHAM LOT VENTURE, LTD. 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS MUNICIPAL SERVICES AGREEMENT (MSA).

PUBLIC HEARING FOR ANNEXATION OF BUCKINGHAM LOT VENTURE, LTD. 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 892, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 893, ANNEXING APPROXIMATELY 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS INTO THE CITY LIMITS.

#### ROUTINE ITEMS

##### 12. UPDATE(S):

FM2551

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

ENGINEERING REVIEW

NOISE COMMITTEE

LEWIS LANE

CHAPARRAL INTERSECTION

POST OFFICE/ ZIP CODE

WATER LINES ON DUBLIN ROAD

NEWSLETTER

CAPITAL IMPROVEMENT PLAN (CIP)

PUBLIC WORKS BUILDING

ANY ADDITIONAL UPDATES

MONTHLY/QUARTERLY REPORTS

[February 2025 - Building Permit/Code Report](#)

[March 2025 - Building Permit/Code Report](#)

[February 2025 – Court Report](#)

[March 2025 – Court Report](#)

[February 2025 - Finance \(monthly financials\) Report](#)

[March 2025 - Finance \(monthly financials\) Report m](#)

[January - February 2025 – Police Report](#)

[March 2025 – Police Report](#)

[February 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

[March 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

#### 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])

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Nothing Bundt Cakes Bundtins valued at \$28.00 to City Staff.

#### ADJOURN

##### 14. FUTURE AGENDA ITEMS

#### ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions 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 April 12, 2025, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us)

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

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Date Notice Removed

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Patti Scott Grey  
City Secretary

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## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared:	April 3, 2025
Exhibits:	<a href="#">Proposed Personnel Policy Manual</a>	

### AGENDA SUBJECT

PROPOSED PERSONNEL POLICY MANUAL

### SUMMARY

Please review information provided and be prepared to discuss.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/10/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/08/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	03/xx/2025

# City of Parker

## PERSONNEL POLICY MANUAL

PROPOSED

## TABLE OF CONTENTS

### Contents

TABLE OF CONTENTS .....	2
<b>CHAPTER 1 – CITY POLICIES .....</b>	<b>5</b>
Section 1.1 Introduction.....	5
Section 1.2 At-Will Employment.....	5
Section 1.3 Equal Opportunity Employer.....	5
Section 1.4 Inappropriate Conduct and Prohibited Harassment.....	6
Section 1.5 Drug and Alcohol Use Policy / Testing .....	8
Section 1.6 Nepotism .....	13
Section 1.7 Conflict of Interest and Outside Employment .....	14
Section 1.8 Health/Medical Examinations / Fitness for Duty .....	15
Section 1.9 Americans with Disabilities Act .....	16
Section 1.10 Modified Duty Assignments .....	16
Section 1.11 Social Media .....	17
<b>CHAPTER 2 – EMPLOYMENT .....</b>	<b>20</b>
Section 2.1 Employee Applications .....	20
Section 2.2 Employee Classifications.....	20
Section 2.3 Selection Process.....	21
Section 2.4 Training and Evaluation Period .....	21
Section 2.5 Working Hours / Attendance.....	21
Section 2.6 Promotional Opportunities .....	21
Section 2.7 Transfers .....	21
Section 2.8 Voluntary Demotion .....	22
Section 2.9 Involuntary Demotion .....	22
Section 2.10 Temporary Assignments.....	22
Section 2.11 Layoffs – Reduction In Force.....	22
Section 2.12 Searches .....	233
Section 2.13 Telephone Contact .....	23
<b>CHAPTER 3 – WORK PERFORMANCE .....</b>	<b>24</b>
Section 3.1 Periodic Reviews .....	24
Section 3.2 Education and Training .....	24
Section 3.3 .....	24

<b>CHAPTER 4 – CONDUCT .....</b>	<b>24</b>
Section 4.1 Commitment .....	25
Section 4.2 Personal Appearance .....	25
Section 4.3 Contact with the Public and the Media .....	26
Section 4.4 Electronic Communications and Systems Access Use .....	26
Section 4.5 Cell Phone Use in the Workplace .....	28
Section 4.6 City Property / Equipment Use .....	29
<b>CHAPTER 5 DISCIPLINE, APPEALS, GRIEVANCES.....</b>	<b>32</b>
Section 5.1 Discipline .....	32
Section 5.2 Grounds for Disciplinary Action .....	32
Section 5.3 Types of Disciplinary Action .....	36
Section 5.4 Disciplinary Procedures.....	37
Section 5.5 Appeals of Disciplinary Action .....	387
Section 5.6 Grievance Procedures.....	38
<b>CHAPTER 6 PERSONNEL RECORDS .....</b>	<b>39</b>
Section 6.1 Personnel Files and Records .....	39
<b>CHAPTER 7 SAFETY .....</b>	<b>40</b>
Section 7.1 Safe Working Conditions.....	40
Section 7.2 Driving Record Checks.....	40
<b>CHAPTER 8 COMPENSATION.....</b>	<b>42</b>
Section 8.1 Pay Days .....	42
Section 8.2 Overtime Pay.....	42
Section 8.3 Longevity Pay.....	42
Section 8.4 Final Pay Upon Separation.....	42
Section 8.5 Travel and Subsistence Allowance.....	42
Section 8.6 Attendance and Work Hours .....	44
Section 8.7 Clocking In & Clocking Out for Employees .....	45
Section 8.8 Breaks .....	46
<b>CHAPTER 9 BENEFITS .....</b>	<b>47</b>
Section 9.1 Holidays.....	47
Section 9.2 Vacation .....	47
Section 9.3 Sick Leave.....	477

Section 9.4 Emergency Leave ..... 477

Section 9.5 Leave Donation ..... 477

Section 9.6 Bereavement Leave ..... 47

Section 9.7 Jury Duty Leave ..... 49

Section 9.8 Military Leave ..... 49

Section 9.9 Workers Compensation ..... 50

Section 9.10 Unpaid Leave of Absence ..... 52

Section 9.11 Group Medical Plan ..... 52

Section 9.12 Group Life Insurance ..... 52

Section 9.13 Long Term Disability ..... 53

Section 9.14 Dental Insurance ..... 53

Section 9.15 Texas Municipal Retirement System ..... **Error! Bookmark not defined.**

Section 9.16 Social Security ..... 53

Section 9.17 Medicare ..... 53

Section 9.18 Continuation of Group Medical Benefits ..... 53

Section 9.19 Inclement Weather and Emergency Conditions ..... 54

Section 9.20 Quarantine Leave ..... 54

**EMPLOYEE ACKNOWLEDGMENT FORM ..... 56**

## **CHAPTER 1 – CITY POLICIES**

### **Section 1.1** **Introduction**

The purpose of the personnel policy manual is to promote understanding, cooperation, efficiency and unity, all of which come through the systematic application of established procedures in personnel management and administration; and to provide a uniform policy for all employees, with all the benefits such a program ensures. This manual is designed to acquaint all employees with the City and provide information about working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the manual. It describes many responsibilities as an employee and outlines the programs developed by the City to benefit employees. It is not intended to give specific guidelines for every conceivable personnel action; it does not replace in-person conversations with your supervisor. Because of the variety of services performed by the City, it may be necessary for individual departments to establish codes of conduct, rules and regulations, and policies and procedures to accomplish departmental responsibilities. An employee who violates a City or departmental code of conduct, rule, policy, or procedure is subject to disciplinary action.

The City reserves the authority to modify, revoke, interpret, or terminate any or all the rules and regulations specified in the personnel policy manual in whole or in part, at any time, with or without notice. The issuance of the personnel policy manual does not constitute an express or implied contract between the City of Parker and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City of Parker, which is not consistent with the personnel policy manual.

The Human Resources function may be performed by a designated City employee with a different title; all references to “Human Resources” or “Human Resources Manager” refer to the assigned employee and his or her designee.

### **Section 1.2** **At-Will Employment**

Employment with the City of Parker is on an at-will basis. Employment with the City is for no fixed or definite term. At-will employment means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. No agreement or promise regarding an employee's terms or conditions of employment is binding on the City unless such agreement is in writing, approved by the City Council, and signed by the Mayor. This personnel policy manual does not constitute a contract of employment. Nothing in this personnel policy manual is intended to alter the continuing at-will status of employment with the City.

### **Section 1.3** **Equal Opportunity Employer**

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, color, religion, sex, sexual



orientation, gender identity, national origin, disability, genetics, veteran's status or other unlawful basis, is prohibited.

## **Section 1.4** **Inappropriate Conduct and Prohibited Harassment**

All City employees are entitled to a workplace free of unlawful harassment and inappropriate conduct by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in inappropriate conduct and unlawful harassment of other employees, citizens, vendors, and all other third parties.

### **Unlawful Sexual Harassment**

- All types of sexual harassment are prohibited. "Sexual harassment" means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if submission to the advance, request, or conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- submission to or rejection of the advance, request, or conduct by an individual is used as a basis for a decision affecting the individual's employment; or
- the advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- the advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Prohibited sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

**It is an unlawful employment practice if sexual harassment of an employee occurs and the City's management or a supervisor (1) knows or should have known that the sexually harassing conduct was occurring; and (2) fails to take immediate and appropriate corrective action.**

### **Inappropriate Conduct and Other Prohibited Harassment**

In addition to the State law prohibiting sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, sexual orientation, gender, gender identity, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping;

threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic.

Conduct, comments, or innuendoes that may be perceived by others as offensive are inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats and travel situations as well.

### **Mandatory Reporting**

The City requires that employees report all perceived incidents of harassment or inappropriate conduct, regardless of the offender's identity or position.

Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

- the Department Head
- the City Administrator or
- Human Resources

Any supervisor, manager, or department head who becomes aware of possible conduct prohibited by this policy must immediately advise the department head and/or the City Administrator.

Under this policy, an employee may report to and/or contact the City Administrator, without regard to the employee's normal chain of command:

Voice messages or e-mails may be left at any time.

### **Investigation**

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with City investigations and to maintain confidentiality.

### **Retaliation Prohibited**

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

### **Responsive Action**

The City will take immediate and appropriate action upon receipt of a sexual harassment complaint.

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

## **Section 1.5** **Drug and Alcohol Use Policy/Testing**

It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

### **Prohibition Against Alcohol and Illegal and Unauthorized Drugs**

While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or have a detectable amount of alcohol in his/her system (.02) (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

### **Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia**

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment.

Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

### **Permissive Use of Prescribed and Over-The-Counter Drugs**

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

## **Police Department Employees**

Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

## **Mandatory Disclosure by Employees**

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Administrator if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## **Employees Who Are Called Out**

Employees who are aware they are subject to being called out are expected to be fit for duty upon reporting to work.

Any employee who is called out is governed by this policy. If a situation occurs where the employee called out has a detectable amount of alcohol in his/her system (.02) or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

## **Mandatory Reporting of Arrests and Convictions**

Employees must notify their immediate supervisor and the department head, in writing, of any alcohol or drug-related arrest and/or convictions (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than twenty-four (24) hours after the arrest and/or conviction.

## **Off-Duty Conduct**

The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Any employee reporting to work under the influence of illegal drugs or with a detectable amount of alcohol (.02 bac or higher) may be disciplined, up to and including termination.

## **Rehabilitation/Treatment**

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of

absence to participate in a rehabilitation or treatment program. An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action. The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The employee is responsible for all costs associated with any rehabilitation or treatment program. The cost of any rehabilitation or treatment may be partially covered under the City's group health insurance policy.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available Vacation leave or Sick leave.
5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City approved leave for rehabilitation or treatment is conditioned on the following:
  - Initial negative test for drugs and/or alcohol before returning to work;
  - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
  - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
6. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and
7. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the City Administrator. The employee must meet with the City Administrator to discuss the terms of continued employment and sign a formal agreement before returning to work.

### **Policy Violations**

Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their

supervisor or the City Administrator to receive assistance or referrals to appropriate resources in the community.

## **TESTING**

### **Types of Tests**

Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedure.

### **Testing of Applicants**

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for illegal and unauthorized drugs.

A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

### **Testing of Employees**

1. Employees will be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. The City may conduct random testing on employees holding safety sensitive positions in the police department, fire department, and public works departments.
3. Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia, or credible reports of drug use even if anonymously provided) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol.
5. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
6. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
7. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.

8. A positive test result is a violation of the City's Drug and Alcohol Use Policy and will result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
9. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees (below) for additional information.

### **Testing Procedures**

1. All testing must normally be authorized in advance by both the employee's department head and the Human Resources Manager. If the department head is unavailable within a reasonable period of time, the Human Resources Manager, with sole discretion, authorize the testing of an employee. If the Human Resources Manager is unavailable within a reasonable period of time, the department head or Human Resources Manager may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is has any detectable amount of alcohol or illegal/unauthorized drugs. Testing should be arranged as soon as possible after the supervisor's articulable observations and no later than 4 hours after the articulated observations.
2. If an employee is involved in workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the City Administrator and Human Resources; supervisors on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

### **DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES**



**Employees/Applicants Subject to Testing**

The City complies with the U.S. Department of Transportation's (DOT) physical mandated by the Federal Motor Carrier Safety Administration (FMCSA) applicable to employees in positions requiring a Commercial Driver's License (CDL). A DOT physical helps determine if a driver is physically, mentally, and emotionally fit to operate a CMV. For your safety and the public's safety, FMCSA requires all CDL holders to complete and pass a DOT physical to maintain a valid commercial driver's license.

Covered drivers must also comply with DOT drug testing and alcohol testing procedures.

**Questions**

Anyone with questions regarding this policy should contact the Human Resources Manager.

**Section 1.6 Nepotism**  
**(Employment of Relatives)**

This policy is designed to prevent conflicts of interest and perceptions of biased conduct and to maintain the confidentiality of restricted information.

**Hiring & Employment of Relatives.** The City will not hire a relative of a current employee without the express written authorization of the City Administrator. Continuing employment of employees who become relatives after they are hired is subject to the following:

- No employee may supervise, review, or process the work of a relative;
- The employees' relationship must not create an actual or potential conflict of interest;
- There can be no interdependence or relationship between jobs that might be potentially detrimental to the City;
- Relatives cannot work in the same Department; Department Heads cannot have a relative in their own or in another Department.

**Mayor, Council Members, and City Administrator.**

- Relatives of the Mayor may not work for the City.
- Relatives of City Council members may not work for the City.
- Relatives of the City Administrator may not work for the City.

**Employee Dating.** Department Heads are prohibited from dating another City employee. Other supervisors are prohibited from dating anyone in their own Department and are discouraged from dating employees in other Departments, especially if the relationship (or dissolution of the relationship) might reasonably create a disruption to the work environment, create a conflict of interest or the appearance of a conflict of interest, or lead to charges of favoritism, discrimination, or sexual harassment.

If a dating relationship is permitted under this policy, repeatedly asking out someone who is not interested is still a violation of this policy. For purposes of this policy "dating" includes both serious and casual dating and other conduct associated with romantic or sexual relationships. Anyone with questions as to whether an existing or potential relationship is prohibited by this policy is directed to discuss it with their Director, Human Resources, and/or the City Administrator's Office.

## Required Disclosures.

- **Job Applicants.** Job applicants, both internal and external, must disclose during the hiring process if they are related to or are dating the Mayor, a Council Member, or a current City employee.
- **Current Employees.** Employees are required to notify the Human Resource department of the following:
  - **Relatives Seeking Employment.** Employees who know that a relative is or has applied for employment with the City must immediately notify Human Resources.
  - **Impending Relationships.** The City recognizes that future situations may arise where employees who were not relatives or who were not dating when hired may subsequently become related to or consider dating another City employee. If a romantic relationship, engagement, marriage, reorganization, or other situation will result in a violation of this policy, affected employees must immediately inform the appropriate Department Head and Human Resources.
- **Supervisors.** Supervisors must immediately disclose to the Human Resource department any known or suspected violations of this policy, as well as any impending relationships that will or may be in violation. Human Resources will work with Department Heads and the City Administrator to determine if this policy is or will be violated and coordinate any further action.

**Application.** This policy applies to all employees. Relationships that violate this policy will, unfortunately, result in the termination of one or both employees if a transfer or other resolution is not workable.

**Definition of Relative.** The definition of a “relative” is applied broadly and includes an employee’s:

- Mother, father, daughter, son, sister and brother;
- Stepparent, stepchild, and stepsibling;
- Aunt, uncle, niece, nephew, grandparent, and grandchild;
- Great-grandparent and great-grandchild;
- Spouse and the spouse’s mother/father, brother/sister, son/daughter, aunt/uncle, niece/nephew, grandparent, grandchild, great-grandparent and great-grandchild;
- Former spouse, fiancé, “significant other,” and members of the same household.

### Section 1.7

#### **Conflict of Interest and Outside Employment**

It is the policy of the City of Parker to establish that no officer or employee shall give occasion for distrust of integrity, impartiality, or devotion to the best interests of the City and the public trust held by such persons.

No officer or employee shall use or attempt to use his official position to secure special advantage, privilege or exemption for him or herself or others.

To guard against a potential conflict of interest, no employee of the City of Parker may engage in any outside employment or self-employment without first securing approval, in writing, from his or her Department Head and approved by the City Administrator.

## **Section 1.8**

### **Health/Medical Examinations/Fitness for Duty**

The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health and fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

#### **Serious Health Condition/Disabilities**

The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment.

As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

#### **Medical Exams for Current Employees**

The City Administrator, or an employee's department head (with the prior written approval of the City Administrator) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. Any requested medical examinations of employees will be job-related and consistent with business necessity.

#### **Medical Information from an Employee's Doctor**

Under certain circumstances, the City Administrator may require employees to provide medical information from their healthcare provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

#### **Genetic Information**

In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### **Medical Records**

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and

managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

### **Return to Work/Fitness for Duty**

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the City Administrator. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

### **Time Off from Work**

Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave but may be retroactively changed to Sick or Vacation leave as circumstances warrant.

## **Section 1.9** **Americans with Disabilities Act**

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request to the City Administrator.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate Supervisor, Department Head, or the City Administrator.

## **Section 1.10** **Modified Duty Assignments**

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion.

A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's

employment with the City; the employee's performance and disciplinary history in making modified duty assignments.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond thirty (30) calendar days without an evaluation by the employee's treating physician and a recommendation from the department head to the City Administrator. Only the City Administrator may approve an extension of a modified duty assignment.

Employees still unable to return to regular duty within the time limit established for modified duty must re-qualify for modified duty through evaluation by the treating physician or revert to workers' compensation indemnity payment or accumulated leave benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for leave benefits under City policy and salary continuation benefits under workers' compensation, but may still be granted unpaid leave.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury. This policy will be enforced consistent with the City's obligations under the ADA/ADAAA.

### **Section 1.11** **Social Media Policy**

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees, and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City.

The term "social media" encompasses Twitter, Facebook, Snapchat, TikTok, LinkedIn, Instagram, Threads, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media.

### **Use of City's Internet**

Use of the City's Internet is a privilege and City employees must responsibly and ethically use it. The City may monitor an employee's access, use, and postings to the City's Internet to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. Employees have no expectation of privacy when using the City's internet.

The City expects all employees to follow the Guidelines below when posting information on

the City's Social media sites.

### **Other City Policies**

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides an effective system for employee complaints through the "General Complaint and Grievance" policy without resorting to social media.

### **Employee Guidelines: Use of City's Social Media on Work Time**

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

- Blogging, or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.
- Employees must obtain written authorization from the City Administrator to update or post on social media sites on behalf of the City and all content must be approved prior to posting.
- All the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of social media on work time and on City equipment on City networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communication systems or equipment at any time.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City regarding information sent through the City's Internet.
- Individual supervisors do not have the authority to make exceptions to these guidelines.

### **Employee Guidelines: Use of Personal Social Media While not on Work Time**

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below.

- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media. Recognize that postings on your social media site, even if done off premises and while off duty, could have an adverse effect on the City's legitimate business interests.

- Respect coworkers and the City. Do not put anything on your personal social media site that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not put anything on your personal social media site that may constitute violation(s) of the City's Inappropriate Conduct and Prohibited Harassment policy.
- Do not post any pornographic pictures of any type that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.
- Do not post pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.
- Do not post information on your personal social media site that could adversely impact the City and/or an employee of the City.
- Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.



## **CHAPTER 2 – EMPLOYMENT**

### **Section 2.1** **Employee Applications**

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Section 2.2** **Employee Classifications**

#### **Exempt Employees**

Salaried executive, administrative, and/or professional employees earning \$684 per week or more and who meet all of the exempt requirements of the FLSA are exempt under FLSA and are not eligible for overtime pay. Exempt employees usually work in excess of forty hours per week. Due to the nature of exempt work, exempt employees may work irregular, incidental, casual or discretionary hours beyond their normal work schedule. Such hours are an integral part of the job. The job description should inform employees whether their position is exempt.

However, exempt personnel may be allowed to flex time at the discretion of the City Administrator if the employee worked over the required eighty (80) hours during a pay period. Exempt personnel wishing to flex time off are expected to obtain approval in advance from the City Administrator. Exempt employees will not be paid for any additional hours worked upon separation.

#### **Non-Exempt Employees**

Non-Exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

#### **Full Time Employees**

Full-time employees are those persons employed to work a regular full schedule. Each full-time employee is eligible for all benefits provided by the benefits plan currently in effect, subject to any waiting periods defined in specific plans.

#### **Part Time Employees**

Part-time employees generally work fewer than 18 hours per week and are paid on an hourly basis. Part-time employees do not participate in or receive employee benefits.

#### **Seasonal Employees**

Employees may be hired on a seasonal basis and are paid on an hourly basis. Seasonal employees do not participate in or receive benefits.

### **Section 2.3**

#### **Selection Process**

The Department Head shall determine the most appropriate means of selecting applicants using job requirements to identify the best qualified and best suited applicant(s). Reference checks, interviews, assessment centers, medical examinations, performance tests, written tests, and other selection methods may be used.

Applicants shall be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed requirements for the position(s) involved.

### **Section 2.4**

#### **Training and Evaluation Period**

All regular employees shall be placed in a training and evaluation capacity for a period of three (3) months, with the exception of police personnel, who shall be placed in a training and evaluation capacity for a period of twelve (12) months. This training and evaluation period will be utilized for closely observing the employee's work; for securing the most effective adjustment for a new employee to the position; and for dismissing any employee whose performance does not meet the required work standards. During this training and evaluation period, employees have no opportunity to appeal their termination.

### **Section 2.5**

#### **Working Hours/Attendance**

City Administration office hours are from 8:00 a.m. until 5:00 p.m. Monday-Friday. Scheduled working hours, lunch and rest breaks are established for each department employee by their respective department head. This schedule may change from time-to-time depending on the needs of the City of Parker. City offices are closed on Saturday and Sunday. Regular and reliable attendance is expected for all employees.

### **Section 2.6**

#### **Promotional Opportunities**

Employees interested in promotional opportunities must apply through the Administration Department when opportunities are officially posted. The hiring supervisor will be allowed to review the employee's personnel file.

The City of Parker reserves the right to select individuals that it deems best suited for positions consistent with equal opportunity laws and fairness.

### **Section 2.7**

#### **Transfers**

A transfer is the assignment of an employee in one position to another position at the same rate of pay. As with any other job opportunity, employees interested in a transfer must apply through the Administration Department when such an opportunity is officially posted. (This does not include internal transfers within a specific rank or classification within a department.) The hiring supervisor will be allowed to review the employee's personnel file.

A transfer does not affect the current rate of pay.

There will likely be no objection to capable employees transferring between departments provided the following conditions are met:

- Both department heads are aware of it and agreeable **before** contact is made with the employee.
- That the employee is the best available person to fill the job that is open.
- That the employee is qualified to handle the new job and it will not create undue hardship in the department that the employee is leaving.

### **Section 2.8** **Voluntary Demotion**

Voluntary demotions occur whenever employees apply for and accept a position at a lower pay rate. Prior to accepting the job offer, the Department Head and the City Administrator will decide the pay rate for the demotion, but it must be within the pay range of the lower job classification.

### **Section 2.9** **Involuntary Demotion**

An involuntary demotion occurs whenever a Department Head makes an administrative decision to permanently reassign an employee to a lower pay rate or reduced responsibilities. Compensation for an employee involuntarily demoted will be determined on a case-by-case basis by the Department Head and City Administrator depending on the circumstances of the demotion.

### **Section 2.10** **Temporary Assignments**

An employee may temporarily be paid at a higher base rate of pay if he or she performs all the duties of a higher job classification for a prescribed period of time. A temporary assignment to a higher job classification does not constitute a promotion and shall not be used to circumvent normal selection procedures. The employee involved shall not acquire any status or rights in the class to which temporarily assigned.

The City of Parker reserves the right to assign higher-level duties to an employee without additional compensation. Additional compensation for temporary assignments or acting duty shall be paid only if officially authorized by the Department Head and City Administrator.

### **Section 2.11** **Layoffs – Reduction in Force**

An employee may have his/her employment terminated due to the elimination of budgeted positions by the City Council. This is a non-disciplinary termination and is not subject to appeal.

## **Section 2.12**

### **Searches**

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the City Administrator. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

## **Section 2.13**

### **Telephone Contact**

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

- No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work-related matters.
- All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

## **CHAPTER 3 – WORK PERFORMANCE**

### **Section 3.1** **Periodic Reviews**

It is a goal of the City to establish a uniform and equitable plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the City and to reward meritorious service.

Newly hired employees will experience an intense period of job orientation for the first several months of employment. New employees will be evaluated on job performance as often as necessary. Employees will be evaluated three months after hire, and Police Officers will be evaluated 12 months after hire; all employees will be evaluated annually thereafter.

Periodic reviews may be performed when an employee's performance does not meet expectations or in any other event that the supervisor determines a performance review is needed.

If an employee believes he/she has received an unfair or incorrect performance evaluation, it should first be discussed with the Department Head during the initial evaluation interview. Written comments on the evaluation form are allowed, or they may be attached to the form, regarding why the employee contends the evaluation is unfair or incorrect. Written comments shall become part of the personnel file. Signing an evaluation does not indicate agreement with the review, only that it has been received.

### **Section 3.2** **Education and Training**

All employees shall have the knowledge and expertise to do their job. Employees will have the minimum educational standard required for their position. In addition, the City of Parker will work to provide the following:

- On the job training - Each employee will receive training on procedures, policy, and equipment from their supervisor and other employees in similar positions.
- Government required education and registration – All employees so required will achieve and maintain their own educational and registration requirements.
- Additional training and education – From time to time, additional training and education will be required to enhance job performance, knowledge, skills and ability.

### **Section 3.3** **Memberships in Organizations and Associations**

The City of Parker may pay for memberships in organizations and associations whose objectives and purposes are directly related to the objectives and purposes of the City. Each Department Head will be responsible for approving payment for membership in the organization.

## **CHAPTER 4 CONDUCT**

### **Section 4.1** **Commitment**

The City of Parker expects each employee to provide quality public services by meeting high standards of job performance and conduct and by following established policies, procedures, rules, regulations, and practices. For this reason, all employees are to be treated as responsible adults in the employment relationship. Employees are expected to meet the City of Parker's performance standards and perform his/her job in an efficient and safe manner. Supervisors will provide a written job description and performance expectations. Employees are expected to hold a high level of commitment to the City of Parker organization. This commitment should be shown through cooperation, good work habits, and high standards of efficiency, economy, and accountability in the public service.

### **Section 4.2** **Personal Appearance**

All employees, regardless of work location and degree of public contact, are expected to maintain a good personal appearance and an acceptable standard of cleanliness and personal hygiene at all times.

While it is not the City's intention to dictate the personal wardrobe of employees, the appearance and dress of employees are important in creating a favorable image supportive of public confidence. In general, dress and grooming which management might consider faddish, extreme, slovenly, or overly casual should be avoided. The following guidelines should prove helpful:

1. Appearance of all employees should be businesslike and within the limits of common sense and acceptable community standards. Employees should wear clothing that is neat, clean, professional, attractive and suitable for business, except when fieldwork is required. Very casual clothing and evening wear are not appropriate.
2. Those employees who are issued uniforms are expected to wear them and present a neat and clean appearance. Identification badges should be worn when appropriate.
3. Grooming, hairstyle and length should be the individual's choice, but should avoid extremes, be neat, clean, and suitable for business. Safety concerns may override some employee preferences. Accessories and shoes should be functional and safe for the type of work performed. Since it is impossible to foresee all possible individual variations in dress and style, employees should be alert to the reactions of other employees and the public to their appearance.
4. Judgment is to be exercised by the department head to assure that equitable and uniform application of the guidelines prevails. An employee whose personal appearance is unacceptable to these general standards will be informed of this immediately and may be sent home. If the problem is not corrected promptly and cooperatively, he or she may receive disciplinary action.

### **Section 4.3**

#### **Contact with the Public and the Media**

Employees are the ambassadors of the City to all they meet. Employees must be courteous, polite, and helpful. Nothing they do or say should detract from the public image of the City. If the help that is needed is “not your job,” courteously find the people or direct the person to the right people to assist them. If they ask, explain to anyone what you are doing and why you are doing it.

If the person is asking about the policies and opinions of the City, direct them to your supervisor.

Contact with the media is centralized to the City Administrator as Public Information Officer (PIO). Media contact dealing with police business goes through the Chief of Police. If a member of the media contacts an employee, the employee needs to refer them to the appropriate official.

### **Section 4.4**

#### **Electronic Communications and Systems Access Use**

The City may provide computer networks, internet access, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems.

The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

#### **Internet, Instant Message and Email Access**

Users desiring Internet, and/or email access must obtain written permission from their department head and provide it to the City Administrator. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account.

Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

#### **Acceptable Use**

Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The City prohibits connection to sites or forwarding of information



that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any City-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Personal use of City electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

**Unacceptable Uses of Electronic Communications Systems include:**

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers **or** third parties.
- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the City network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission.
- Expressing opinions or personal views that could be misconstrued as being those of the City.
- Expressing opinions or personal views regarding management of the City or other political views.
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- The use of TikTok on a City-issued device is strictly prohibited; the City Administrator may prohibit the use of any other social media site, software, or application to protect the integrity of the City's network.

**Responsibility**

The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location.

Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

**No Right of Privacy/Monitoring**

Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. To ensure proper use of its

electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to: employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using City systems and user internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy.

### **Copyright Restriction**

Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the City Administrator is required before introducing any software into the City's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

### **Cybersecurity Awareness Training**

The City will conduct cybersecurity training in compliance with State law (HB 1118) and regulations for all employees, council members and any other person who has access to the City's computer network and/or IT infrastructure.

## **Section 4.5**

### **Cell Phone Use in the Workplace**

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of personal cell phones, including those with a texting, camera and/or video playing capability is not permitted during work time without a supervisor's approval.

Employees who are permitted by a supervisor to use a personal cell phone while at work must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs.

Employees who use cell phones to violate City policy, including the City's Inappropriate Conduct and Prohibited Harassment Policy, will be subject to disciplinary action.

Employees with City-issued cell phones are allowed to use City cell phones for personal phone calls.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting. Employees using City -issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones.

### **Public Information Act**

Employees are advised that records related to calls and text messages made and received on City issued cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act.

If an employee uses a personal phone or device for City related business, that phone or

device may be subject to disclosure under the Public Information Act of the State of Texas. Texas Government Code § 552.004, §552.233. Employees, including former employees, who possess City records on a personal device are required to either transfer the information to the City or to preserve the information in accordance with law and provide it to the City upon request. City information may be transferred from personal devices to the City by forwarding to the City Secretary.

## **Section 4.6**

### **City Property/Equipment Use**

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.

At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

### **Personal Use Prohibited**

City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the City Administrator, or the Department Director.

### **Tobacco Use Prohibited**

The use of all tobacco products of any kind, including smokeless electronic cigarettes is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed. Employees should not smoke at a resident's home. Employees are welcome to smoke on their rest breaks outside of the building in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

### **Mileage Reimbursement**

An employee will receive mileage reimbursement for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Administrator.

Mileage will be reimbursed at the current IRS mileage reimbursement rate.

### **Take Home Vehicles**

A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off-duty hours to locations other than the employee's normal work location. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the City Administrator. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a City vehicle. Police vehicles used by employees on call 24-hours are normally exempt from the benefit tax liability.

### **Use of City Vehicles**

City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the department head.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- At no time may an employee under the influence of alcohol or with a presence in the system of illegal drugs drive a City vehicle or a personal vehicle while conducting City business.
- Employees involved in an accident while operating a City vehicle, or while operating a personal vehicle on City business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, Department Head, and/or City Administrator. Accident reports, along with any law enforcement report, must be filed by the employee with the City Administrator.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

PROPOSED

## **CHAPTER 5 DISCIPLINE, APPEALS and GRIEVANCES**

### **Section 5.1** **Discipline**

The City's discipline policy emphasizes the employee's responsibility for the consequences of his or her own behavior, with a focus on communicating expectations for changes in behavior and needed improvement. It also emphasizes that the disciplinary process should be fair to both the employee and the City and as consistent among employees and as appropriate to the individual situation as is practicable. The City's discipline policy and procedures apply to all City employees, except Council appointees and contractual employees, unless otherwise specifically stated.

Employees may be disciplined or discharged at any time and for any or no reason at the discretion of the City. The policy and procedures are only guidelines for supervisory actions; they are not intended to be inclusive of every possible situation. Furthermore, nothing in the policy is meant to imply that disciplinary steps or action must be taken in any particular order. No employee is entitled to progressive discipline.

### **Section 5.2** **Grounds for Disciplinary Action**

Every employee is expected to consistently maintain satisfactory performance standards. Continuing performance deficiencies, unlike the isolated violations noted in the subsequent sections of this chapter, should first be addressed by the mutually cooperative efforts of the supervisor and employee. Those efforts include but are not limited to:

- An analysis of the problem;
- A determination of needed changes and assistance; and
- Implementation of a corrective plan of action and establishment of achievement dates.

If performance standards are not met within a reasonable period of time, the employee, depending upon the reasons for failure, may be transferred, demoted, or terminated.

The following types of conduct are unacceptable and may be cause for discipline up to and including termination, depending upon the facts and circumstances of each case. The examples given below are typical, but not all-inclusive:

1. Unsatisfactory attendance is exemplified by, but is not limited to, the following violations:
  - Unexcused absence or tardiness; Failure to give notice of an absence or tardiness to the supervisor thirty (30) minutes before starting time, or as may be prescribed by departmental policy;
  - Separate absences or days of tardiness which exceed the average absences or days of tardiness of the employee's work group and which lack sufficient justification;
  - Failure to notify supervisor before leaving; or failure to return to work after any authorized leave of absence;

- Unscheduled absences in conjunction with weekends, holidays or other scheduled time off;
  - Absence or tardiness that causes disruption of services; or excessive amounts of time off the job, regardless of the reason.
2. Abandonment occurs when an employee, without authorization, is absent from the job, or refuses a legitimate order to report to work, for two (2) consecutive workdays. The employee is deemed to have abandoned his/her job and may be terminated. Any unauthorized leave shall be unpaid.
  3. Insubordination, including an inability or unwillingness to perform assigned work satisfactorily is exemplified by, but is not limited to, the following violations:
    - Failure to follow routine written or verbal instructions;
    - Arguing over assignments or instructions;
    - Disrespectful or challenging conduct towards supervisor;
    - An accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner;
    - Failure or refusal to follow the lawful and specific orders or instructions of a supervisor or higher authority; and/or
    - Pursuit of a denied request to a higher authority without revealing the lower-level disposition/failure to exhaust chain of command without excuse.
  4. Indifference toward work is exemplified by, but is not limited to, the following violations:
    - Inattention, inefficiency, loafing, sleeping, carelessness, or negligence;
    - Reading social media or unauthorized material, playing games, watching television, movies or other non-work-related video content, or otherwise engaging in entertainment while on the job and/or in view of the public.
    - Failure to remain at one's workstation without notifying the supervisor, leaving work without permission, or taking more time than allowed for meal or rest break periods;
    - Performance of personal business on work time;
    - Interference with the work of others; or
    - Discourteous or irresponsible treatment of the public or other employees.
  5. Sabotage is exemplified by, but is not limited to, the following violations:
    - Deliberate damage to or destruction of City equipment or property;
    - Defacing of City property;
    - Unauthorized alteration, removal, destruction, or disclosure of City records (this conduct may also violate criminal laws);
    - Advocacy of or participation in unlawful trespass or seizure of City property;
    - Encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;
    - Encouraging City employees to disobey provisions of these rules and regulations, City ordinances, or other laws;
    - Interference with the public use of or access to City services, properties, or buildings;
    - Interference with the operations of City government; or

- Threats to commit any act of sabotage as defined in this subparagraph.
6. Safety violations are exemplified by, but are not limited to, the following violations:
- Failure to follow City or departmental safety rules and regulations;
  - Failure to use required safety apparel;
  - Removal or circumvention of a safety device;
  - Lifting in a manner which may cause injury;
  - Operations of a vehicle or other equipment in an unsafe, negligent, or careless manner;
  - Smoking in a prohibited area;
  - Endangering of one's own safety or that of others by careless or irresponsible actions or negligence;
  - Failure to immediately report an on-the-job injury, vehicle accident, or unsafe working condition;
  - Failure of a supervisor to remove from the workplace or to assist to a safe location an employee whose mental capabilities are impaired due to injury, illness, alcohol or drug use, or emotional distress; or
  - Failure to maintain an insurable driving record acceptable to the City.
7. Dishonesty is exemplified by, but is not limited to, the following violations:
- Acceptance of money or anything of value from a person subject to the regulatory decision or supervision of the employees;
  - Failing to be honest and truthful to supervisors when questioned;
  - Cheating, forging, or falsification of official City reports or records;
  - False reporting of the reason for an absence, paid or unpaid; or
  - Other falsifying action detrimental to the City, City employees, or others.
8. Theft, regardless of item value, is exemplified by, but is not limited to, the following violations:
- Unauthorized taking of City property, City supplies or the property of others;
  - Unauthorized use of City or employee funds;
  - Using or authorizing the use of City equipment, supplies, or employee services for other than official City business, including the unauthorized use of long distance or pay telephone services (including "900" toll calls); or
  - Using or authorizing the use of City equipment or employee services without proper authority.
9. Abuse of drugs or alcohol is exemplified by, but is not limited to, the following violations:
- The manufacture, distribution, dispensing, possession, sale, purchase or consumption of drugs or alcohol during working hours, work breaks, lunch period, in a City vehicle or at any time while the employee is on City property;
  - Entering City property or reporting to work unable to perform duties in an effective and safe manner due to the ingestion, inhalation or injection of a drug or ingestion and/or consumption of an alcoholic beverage;
  - Employees may use legally prescribed drugs or over the counter medicines but must not use any drugs or medicines that impair his/her ability to perform the essential functions of his/her job safely and satisfactorily. Employees shall report to HR when an employee takes any medication that might impair their ability to



- perform the essential functions of his/her job;
  - Criminal acts involving the use of illegal drugs or alcohol while off-duty are grounds for termination.
10. Disturbance is exemplified by, but is not limited to, the following violations:
    - Fighting or boisterous conduct;
    - Deliberate causing of physical injury to another employee or citizen;
    - Use of profane, abusive, threatening, or loud and boisterous language;
    - Harassment, as defined by the Texas Penal Code, or intimidation;
    - Unlawful harassment, violation of Inappropriate conduct or equal employment opportunity policies;
    - Spreading of false reports; or
    - Other disruption of the harmonious relations among employees or between employees and the public.
  11. Abuse of City property is exemplified by, but is not limited to, the following violations:
    - Intentional, careless, or negligent damage or destruction of City equipment or property;
    - Waste of materials or negligent loss of tools or materials;
    - Improper maintenance of equipment; or
    - Damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.
  12. Misconduct is any criminal offense or immoral conduct, during or off working hours, which, on becoming public knowledge, could have an adverse effect on the City or the confidence of the public in City government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest, or confinement.
  13. Violation of the City's Inappropriate Conduct and Prohibited Harassment policy.
  14. An employee shall maintain high standards of moral conduct in his personal affairs and shall not be a participant in any incident which tends to or does impair his ability to perform as a City employee or cause the City to be brought into disrepute.
  15. An employee shall notify his/her immediate supervisor of all traffic violations, arrest and/or convictions within twenty-four hours of any offense.
  16. Except for sworn peace officers and those licensed by the State of Texas to carry a handgun, no employee of the City, shall carry a handgun or any other firearm into any City building or portion of a building, or any City vehicle.
  17. Engaging in conflicts of interest could compromise the appearance of professionalism and impartiality necessary to public service. Examples of prohibited conduct that could constitute an improper conflict of interest are:
    - No employee shall accept any gift, or favor from any citizen, person, firm, group or corporation that does business with the City or that might reasonably be expected by the donor to result in favorable or special treatment in the performance of the employee's official duties.

- No employee shall use his/her official position to secure or grant benefits, privileges, or special consideration to himself/herself or others beyond that which is available to every other citizen, person, firm, group, or corporation.
- No employee shall transact any business on behalf of the City in his/her official capacity with any business entity with which he/she is an officer, agent, or member, or in which he/she owns directly or indirectly an interest.
- No employee shall accept other employment or engage in outside activities incompatible with the full and proper discharge of his/her duties and responsibilities with the City, or which might impair his/her independent judgment in the performance of his/her public duty.
- No employee shall receive any fee or compensation for his/her services as an officer or employee of the City from any source other than the City, except as may otherwise be provided by law. This shall not prohibit his/her performing the same type of other services for a private organization that he/she performs for the City if there is no conflict with his/her City duties and responsibilities.

### **Section 5.3**

#### **Types of Disciplinary Action**

In making a decision as to what discipline should be recommended, the supervisor should consider such factors as the type and severity of the offense or offenses, the employee's work record, and any mitigating circumstances which may be relative to the situation.

The following disciplinary actions are not exclusive and may be initiated against an employee for violations of these Policies and/or City or departmental rules and regulations.

#### **Verbal Counseling**

Verbal counseling is best suited for a minor rule infraction or incident of substandard performance. Verbal counseling should identify violations and indicate areas needing improvement. A written record of this warning shall be maintained in the employee's personnel file.

#### **Written Reprimand**

A written reprimand is a formal warning of an infraction that may result in suspension, demotion, or termination should the violation recur. Both the supervisor and the employee should sign the written reprimand. Included in the written reprimand should be a statement of what changes in behavior are expected, when the next evaluation will be held and what penalty will be imposed if no changes are made by the employee. Copies of the written reprimand and all supporting documentation, if any, will become part of the employee's personnel file. The employee shall be given the opportunity to respond in written form to the written reprimand.

#### **Suspension**

A suspension is to bring about a change in behavior and results in time off without pay. The employee should be encouraged to reflect on his/her behavior during the suspension and to decide whether he/she wishes to correct the offending behavior or terminate his/her employment.

A Department Head may suspend an employee without pay for a period of not less than one (1) hour nor more than ten (10) working days. Prior to suspending an employee, a Department Head shall confer with the City Administrator. Suspension for more than ten (10) working days requires the written approval of the City Administrator. A suspension becomes a permanent part of the employee's personnel file.

### **Demotion**

A Department Head may demote an employee for a disregard or violation of these Policies and/or any City or departmental rule or regulation, or for repeated refusal or inability to improve performance. Prior to demoting an employee, the Department Head shall confer with the City Administrator regarding the proposed demotion. Demotions may be either permanent or for a predetermined specified period of time and shall result in a reduction of salary. The demotion becomes a permanent part of the employee's personnel file.

### **Termination**

An employee may be dismissed from employment at any time for any reason. The City Administrator must ratify any termination of an employee. The ratification will take place as soon as possible. An employee is not entitled to progressive discipline. For example, the City is not required to provide an employee with verbal counseling or a written reprimand before suspending, demoting, or terminating the employee.

## **Section 5.4** **Disciplinary Procedures**

Any disciplinary action, with the exception of oral reprimand/employee counseling, shall be presented in written form to the employee and the City Administrator specifying:

- The type of disciplinary action taken, i.e., written reprimands, suspension, or demotion;
- The specific rule violated;
- The specific incident, including date(s), if applicable, causing the action;
- A written or verbal response from employee regarding the allegations against him/her, if any;
- The employee's right to appeal to a specific office within a specified time; and
- The finality of the action if the employee fails to appeal within the specified time.

No discipline above oral reprimand/counseling shall be administered without prior approval by the City Administrator.

## **Section 5.5** **Appeals of Disciplinary Action**

An employee may appeal the following disciplinary actions to the Department Head if the discipline was imposed by a supervisor of lesser rank than the Department Head: a) Verbal Counseling b) Written reprimands. The decision of the Department Head will be final and non-appealable. If the Department Head makes the initial decision, no appeal is available.

The City Administrator has the authority to appoint, suspend or terminate any City employee.

The following actions may be appealed to the City Administrator: suspension, demotion and terminations. The appeal must be submitted to the City Administrator.

In order to appeal disciplinary actions, an employee must submit a written request for an appeal within three (3) business days, to the City Administrator. The decision of the City Administrator is final and no further appeal is available.

The appeal of disciplinary action will be an informal process wherein an employee will be given an opportunity to inform the City Administrator the action was not appropriate. The hearing will be confined to consideration of the reasons for the disciplinary action. If the reasons for the action have not yet been reduced to writing, they will be presented to the employee at least three (3) days prior to the hearing. The sole purpose of the hearing is to allow the employee an opportunity to respond to allegations of misconduct. It is not a formal evidentiary hearing.

Any appeal decision is final and non-appealable.

The procedures as set forth herein are intended to be used as guidelines only and are not to be interpreted as giving any employee substantive or procedural due process. All employees serve the City on an at-will basis. These guidelines do not alter the at-will relationship between the City and any employee.

## **Section 5.6** **Grievance Procedures**

**Definition of Grievance.** Employee complaints of inconsistent treatment, interpretation and/or application of City or departmental policies, procedures, or practices; and retaliation.

Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's supervisor. If the employee's supervisor is a Department Head, the employee should first discuss the grievance with the Department Head in an effort to resolve the matter informally.

If the matter is not resolved to the employee's satisfaction, the employee may submit the grievance in writing on or within seven (7) calendar days after the discussion with the supervisor.

An employee still dissatisfied after conferring with the employee's Department Head may present the grievance to the City Administrator within three (3) business days of receipt of the Department Head's decision. The City Administrator's decision is final.

If an employee is complaining about the City Administrator, the employee must submit his/her grievance to the City Council within three business days for its consideration.

If the City Administrator has a complaint, they may submit their grievance to the Council for its consideration not less than three business days of the desire to have the grievance considered by the City Council.

## **CHAPTER 6 PERSONNEL RECORDS**

### **Section 6.1**

#### **Personnel Files and Records**

The City of Parker will request, use and retain only that personal information about employees that is required for business or legal reasons. The confidentiality of all personal information in City records and files will be protected, preserved, and maintained for all City employees in compliance with State and Federal laws.

Employees have access to personal information in his/her personnel files and will have the right to correct inaccurate information or express, in writing, disagreement with the accuracy of information maintained.

PROPOSED

## **CHAPTER 7 SAFETY**

### **Section 7.1** **Safe Working Conditions**

It is the policy of the City to make every effort to provide healthy and safe working conditions for all its employees.

1. Employees will follow all established safety regulations and use all safety equipment provided by each department.
2. Each department head is responsible for reviewing all work procedures and enforcing all necessary safety rules and providing any safety equipment necessary to provide a safe working environment.
3. Employees shall immediately report any accidents or injuries occurring on the job to their supervisor. The supervisor shall take all necessary action to ensure safe transportation and/or treatment of the injured. The supervisor shall then notify the City Administrator's Office of the incident and shall file a written accident report with the Administration Department.
4. Employees shall not be compelled by orders of a supervisor to commit acts that are unlawful or pose unusual and unnecessary risk to the health or life of the employee.

Safety is important to the City and to you. Failure to follow safety rules is grounds for discipline up to and including termination.

### **Section 7.2** **Driving Record Checks**

An employee required to drive a City vehicle or personal vehicle as a regular part of their job will have their driving record reviewed from time to time. In addition, any and all traffic accidents, moving violations, convictions (including probated sentences), and/or license suspensions, whether occurring on or off the job, must be reported to your immediate supervisor within twenty-four hours of occurrence and the supervisor must immediately report it to the Department Head and/or the City Administrator. In order to ensure the safety of all employees and the public, employees may be forbidden to operate street vehicles based on a case-by-case review of driving records. If driving is an essential function of the job, this may result in termination.

An employee charged with, but not convicted of, any major moving violations including D.W.I. or D.U.I., may be removed from driving pending the resolution of the alleged violation or terminated if the circumstances warrant. If the employee is not lawfully authorized to drive and driving is an essential job function, the employee may be terminated.

PROPOSED

## **CHAPTER 8 COMPENSATION**

### **Section 8.1** **Pay Days**

The City of Parker pays employees bi-weekly. Payroll is completed by the Friday following the two-week pay period ending on the previous Friday at 11:59 p.m.

If the payday falls on a holiday, payroll will be issued on the last working day preceding the holiday.

### **Section 8.2** **Overtime Pay**

The Fair Labor Standards Act defines “exempt” employees. Exempt employees are paid to do a job and are not required to be compensated for overtime.

Vacation, Sick, Holiday, and Bereavement leave does not count as “hours worked” for purposes of an employee reaching the overtime threshold.

Nonexempt employees may not work overtime (more than 40 hours per week, except for police officers and firefighters) without prior approval by their supervisor. Any nonexempt employee who works overtime without prior supervisory approval shall be disciplined, up to and including termination. Police officers and firefighters are subject to the 7k partial overtime exemption from overtime.

### **Section 8.3** **Longevity Pay**

Regular, full-time employees are eligible to receive longevity pay beginning November 2023. Longevity pay is calculated from date of hire through the end of the fiscal year at the rate of \$4.00 per month per year of service. Payment of longevity will be during second half of November each year. An employee who terminates employment with the City either voluntarily or involuntarily before November 15 will not be paid the longevity pay for the previous years’ service.

### **Section 8.4** **Final Pay Upon Separation**

Upon final separation, an employee shall be paid his or her last paycheck on the next regularly scheduled payday.

### **Section 8.5** **Travel and Subsistence Allowance**

#### **Statement of Policy**

When employees of the City are required to travel on official business, the City will pay reasonable amounts for transportation, meals, and lodging. An employee is expected to show good judgment and an appreciation for the economy when incurring travel expenses.

Expense limits established by these regulations are limits, and not allowances or authorization to spend that much if less would be adequate.



## **General**

Travel expenses must be itemized on a travel expense form, which must be forwarded to the Finance Director within two working days after returning from a trip. Paid bills for lodging and receipts for air or rail fares are required to be attached to the travel expense form if such expenses have been incurred. The City shall pay actual registration fees which shall be based upon a copy of the official conference brochure indicating such fees.

## **Meal Allowance**

Employees are reimbursed for meals while traveling on City business according to the current GSA schedule and rates provided by the U.S. General Services Administration or its successor.

## **Transportation**

The City may purchase tickets in advance for employees traveling by common carrier. All employees shall travel in economy class where such services are available.

Municipal owned vehicles may be used for out-of-City travel. All expenses incurred for operation of such vehicles must be documented by receipts attached to the expense report. Employees who, with authorization from their Department Head, use their personal vehicles for official business will be reimbursed for mileage at the current IRS mileage reimbursement rates.

Receipts must be attached to the expense report to claim reimbursement for all transportation costs. If receipts were not available for ferry, bridge, road and parking tolls, and taxicab fares, these items can be itemized with the reason the receipts were not available. Reimbursements for those unreceipted costs will be determined on a case-by-case basis.

## **Lodging**

An employee is expected to make hotel or motel reservations well in advance whenever possible and to take other actions to insure that lodging is secured at moderate rates.

If an employee is to attend a formal, organized meeting or conference, he/she may stay at the hotel where the meeting is to be held unless it is within a 50-mile radius of City hall. The City, in all cases, will pay no more than the regular single room rate.

## **Non- Allowable Expenses**

Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies;
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

## **Section 8.6**

### **Attendance and Work Hours**

#### **Regular Work Hours**

Nonexempt employees of the City, except for Police Department Personnel, normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks.

The work week for most City employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday. With approval of the City Administrator, individual departments may be permitted to set a work week that differs.

The City has declared a 14-day work period for Police Personnel under the 7K partial overtime exemption. For police officers, overtime is paid for time worked in excess of 80 hours in a 14-day work period.

#### **Adjustment to Work Hours**

In order to assure the continuity of City services, it may be necessary for Department Heads to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

#### **On-Call and Call Back Pay**

On-call status is not considered time worked. On-call employees called back to the workplace will be paid at their overtime rate of pay for actual hours worked or a minimum of two (2) hours, whichever is greater for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Continuing work on a call-back that extends beyond the 2-hour minimum and into a day off does not entitle the employee to additional premium pay. An employee who is on call must be able to reach City Hall within one hour. Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. Employees are on-call for one work week at a time and receive a stipend for each week they are on-call week.

#### **Attendance/Time Records**

Employees are expected to be at their workstations and ready to work at their scheduled start time. Employees are required to accurately record the number of hours worked each day. Employees' meal breaks are automatically deducted, and the employee must affirm that he/she took a meal break and was relieved of his/her duties. Meal breaks for police personnel are not deducted. Employees are required to sign the time sheets and affirm the work time reported is accurate.

#### **Attendance and Punctuality**

Regular and reliable in-person attendance is an essential job function.

To maintain a safe and productive work environment, the City expects employees to be

reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers.

Either may lead to disciplinary action, up to and including termination of employment.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence of three days or more may be presumed to have voluntarily resigned from employment.

Regular and reliable on-time attendance is required. Accordingly, employees with unscheduled and/or unapproved tardies and absences, if more often than infrequent, will face discipline.

Generally, if an employee has two or more tardies within 6 months, he will receive a reprimand; if he has 3 or more tardies within a twelve-month period, he will receive a written reprimand and if he has more than 4 in a 12-month period, he will be suspended and/or terminated.

Generally, if an employee has an unscheduled and unexcused absence, and does not provide a doctor's note, he will generally receive a reprimand. If he has more than one unscheduled and unexcused absence in a 12-month period, he will be suspended without pay. If he has more than 2 unexcused and unscheduled absences within a twelve-month period he will likely be terminated.

### **Section 8.7** **Clocking In & Out for Employees**

The Fair Labor Standards Act (FLSA) requires employers to keep records on wages and hours worked. The City of Parker uses Time and Attendance tracking software. Employees may use an application for their phone to clock in and out or may enter their hours worked through the software available on their work computer.

The FLSA requires employers to pay non-exempt employees for all hours worked, so it is important for employees to clock in and clock out or enter time appropriately. Employees should record hours worked by clocking in or recording the time immediately prior to beginning work and clocking out from their work site or recording the time upon finishing work before leaving for the day. Early or late clocking in/out or time recording will not be permitted unless the employee is actually working.

#### **Rounding**

It is permissible to round the employee's start time and stop time under the FLSA when used in such a manner that it will not result, over a period of time, in the failure to compensate properly for all hours actually worked by non-exempt employees. The City of Parker's timekeeping system records time to the nearest quarter of an hour (15 minutes). The City will ensure that the employees are adequately compensated for all hours worked.

## **Section 8.8**

### **Breaks**

The City may allow rest breaks as authorized by an employee's immediate supervisor during the course of each workday to prevent undue fatigue.

#### **Rest Breaks**

Full-time employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two fifteen-minute, paid breaks each day, one during the first part of the workday and the other during the latter part of the workday. Breaks may not be combined. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

#### **Meal Periods**

Full-time employees are normally provided with a one-hour unpaid meal break near the middle of the workday. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period without permission from supervisor.

#### **Lactation Break**

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use Vacation leave. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

#### **Supervisor Responsibility**

Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

#### **Practices Not Permitted**

The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" break period time from day to day;
- saving break period time to extend lunch periods or shorten the scheduled workday; or
- requesting overtime pay for work performed during break period time.

## **CHAPTER 9 BENEFITS**

### **Section 9.1**

#### **Holidays**

The City of Parker observes the following days as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas

Full-time employees shall be paid for official paid City holidays providing the employee is not on an unpaid leave of absence immediately preceding or following the holiday.

Police Department full-time employees required to work on a holiday will be paid 8 hours for the holiday at their regular rate of pay, in addition to the hours worked. If a holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid 8 hours for the holiday at the regular rate of pay.

If a holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

A holiday does not count towards compensable hours of work. Stated another way, holiday hours do not count as "hours worked" for purposes of reaching the overtime threshold.

### **Section 9.2**

#### **Vacation**

Vacation leave refers to the allocation of time employees can take off work and still be paid regular wages. Regular full-time employees accrue vacation leave each pay period as follows:

<u>Consecutive Months of Service</u>	<u>Accrual Rate Based on 26 Pay Periods Per Year</u>
0 - 60	4.61 hours per pay period – 120 hours per year
61 - 120	6.15 hours per pay period – 160 hours per year
Over 120 months	7.69 hours per pay period – 200 hours per year

Vacation is accrued per pay period with a maximum accrual cap equal to the yearly accrual rate plus 40 hours. Employees do not accrue additional vacation leave until the vacation balance is reduced below his/her maximum accrual cap.

Vacation leave shall be used in one (1) hour increments, up to a maximum of two (2) weeks consecutively unless prior approval from the City Administrator has been granted.

If you are eligible for vacation leave, you must submit a request in advance of your requested time off to obtain approval from your supervisor.

Vacation does not count towards compensable hours of work. Stated another way, vacation hours do not count as “hours worked” for purposes of reaching the overtime threshold.

Upon separation, an employee who voluntarily resigns after working more than one year shall be paid seventy-five percent (75%) of the value of their accrued Vacation leave, up to a maximum of the employee’s current annual accrual rate plus 40 hours. No payout will occur if you have worked less than one year.

### **Section 9.3** **Sick Leave**

Employees who are employed as of January 1 of each year shall receive 40 hours in their sick leave bank. Sick leave shall be used in one (1) hour increments. You may use vacation leave for any sick or personal time needs that exceed available sick leave.

Employees who have sick leave hours remaining at the end of the year will have those remaining hours converted to Emergency leave. Sick leave is not paid out upon separation.

### **Section 9.4** **Emergency Leave**

As additional income security, rather than losing sick leave hours, you may “bank” additional hours into an “Emergency Leave account.” You may use your Emergency Leave for your own medically related absence of 5 consecutive days or greater. An employee may not use Emergency Leave until sick leave is exhausted. Once Sick Leave is exhausted and you have been absent for medical reasons for more than four days, deductions will come from your Emergency Account until exhausted. When Emergency Leave is exhausted, an employee may use Vacation to cover any additional absences. If no leave is available, absences will be unpaid.

Any balance in an Emergency Leave account as of the effective date of this policy will remain available to be used as set forth in this policy; as of the effective date of this policy, Vacation leave will not roll over to Emergency Leave. Emergency Leave is not paid out upon separation.

### **Section 9.5** **Leave Donation**

From time to time an employee may have extraordinary circumstances requiring leave that exceeds their accumulated Vacation and Sick leave. Employees may donate Vacation leave to such an employee by notifying Human Resources in writing of the amount of Vacation they wish to donate to such an employee. An employee may receive donated leave only for their own serious health condition or to care for an immediate family member who has a serious health condition, and only after all leaves have been exhausted.

### **Section 9.6** **Bereavement Leave**

Bereavement leave with pay for a period not to exceed three days (24 hours) per occurrence will be given to any regular, full-time employee in case of death in the immediate family.

“Immediate family members” are defined as an employee’s spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

If there is a death in the family, the employee should request leave in advance or as soon as possible to his/her immediate supervisor. The supervisor should obtain permission for its use through the supervisor’s chain of command.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave is paid at the employee’s base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to attend funerals for other than immediate family must use Vacation leave.

### **Section 9.7** **Jury Duty Leave**

The City provides paid leave to regular full-time employees required to serve on jury duty requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. Employees will receive regular pay during jury service for up to two weeks; absences for longer periods of time will be handled on a case-by-case basis.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence. Employees must maintain daily contact with their supervisor for the duration of the absence.

An employee who is on jury duty typically must report for work for the remainder of the day upon completion of court or jury service, or request approval for use of Vacation leave. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee’s base rate at the time of leave and does not include overtime or any other special forms of compensation.

### **Section 9.8** **Military Leave**

Employees shall be eligible for paid military leave in accordance with state and federal laws for military duty for a maximum of fifteen (15) days per fiscal year. If your reserve unit is called to active duty, your leave will be for the length of that active duty but will be unpaid beyond the three-week annual leave. While on leave, you may use your available Vacation. You will be asked to submit a copy of the order, directive, notice, or other document that requires you to report for duty when requesting leave.

While you are on military leave, your benefits will continue for up to 24 months. You will continue to be responsible for your portion of the premium for leaves of 30 days or less, and for longer leaves, you will be responsible for the entire premium.

Pay and benefits return to normal when you return to work within 10 days of release from active duty, or as agreed to with your supervisor. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who served in the military.

## **Section 9.9** **Workers' Compensation**

### **Eligibility for Workers' Compensation**

If you are injured as a direct result of the duties performed in the course of your employment with the City, you may be eligible to receive Workers' Compensation benefits under the Workers' Compensation Insurance plan. Such a plan is required under state law and covers the cost of hospitalization, physician fees, drugs, treatment, and other related expenses. See Section 9.6.

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

### **Accident and Injury Reporting Procedures**

1. **Medical Attention.** When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL) referred to by Human Resources
2. **Reporting and Documentation.** The employee's supervisor is responsible for notifying Human Resources immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness and any



other related information to the City Administration no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend. If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the City Administration of these circumstances.

The decision of whether or not an injury will be covered by workers' compensation will be made by the Worker's Compensation Carrier and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment.

It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to Human Resources and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination of employment.

### **Returning to Work**

The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the City Administrator to ensure compliance with the City's policies, the physician's restrictions/release and with the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA).

### **Maximum Time Limits**

Subject to other restrictions, limitations and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City, generally not to exceed six months.

The City Administrator will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the

City will be terminated.

### **Section 9.10**

#### **Unpaid Leave of Absence**

If you are a regular, full-time employee, you may request an unpaid leave of absence by submitting a written request to your Department Head.

You may be given an unpaid leave of absence for illness or inability to work or any other legitimate purpose approved by the Department Head. Unpaid leaves of absence may be approved only after Vacation and Sick leave has been exhausted.

The Department Head may approve an unpaid leave of absence of up to two (2) weeks in duration. The City Administrator and the Department Head must approve an unpaid leave of absence beyond two weeks. An unpaid leave of absence may not exceed 30 days, unless an additional application is requested by the employee and approved by the City Administrator.

During an approved unpaid leave of absence, the City will continue to pay its usual contributions toward your benefits; however, you will still be responsible for paying any benefit premiums that would normally be deducted from your paycheck. Please make arrangements with Administration for paying these premiums prior to your leave.

### **Section 9.11**

#### **Group Medical Plan**

The City makes comprehensive group medical coverage available to every regular full-time employee and pays the premium toward such single coverage for as long as an employee is eligible and enrolled. Newly hired employees should enroll themselves and their eligible dependents (if desired) for medical coverage within 30 days of hire. Once enrolled, an employee and his/her dependents are covered effective the first of the month after the employee's date of employment.

Any premium for dependent coverage will be deducted from your paycheck; employees in a non-pay status will have to pay premiums to the City in order to maintain coverage.

Specific and complete details of the City's medical plan are available in plan booklets supplied to you by Administration.

### **Section 9.12**

#### **Group Life Insurance**

Group life insurance coverage in the amount of \$50,000, including accidental death and dismemberment coverage, is provided to all regular, full-time employees. The City pays the full premiums for the employee for the provided amount. Employees may elect and pay for additional optional coverage. For further information, refer to the Group Life Insurance Policy.

### **Section 9.13**

#### **Long Term Disability**

Long-term disability coverage is provided to all regular, full-time employees. The City pays the full premium for full-time employees. For further information, refer to the Long-Term Disability information available from Human Resources.

### **Section 9.14**

#### **Dental Insurance**

Dental insurance is available to regular full-time employees and their dependents, if desired. The City pays the premium for single coverage. Premiums for dependent coverage will be deducted from your paycheck.

Specific and complete details of the City's dental plan are available in plan booklets supplied to you by Administration.

### **Section 9.15**

#### **Texas Municipal Retirement System**

The City of Parker is a member of the Texas Municipal Retirement System (TMRS). Participation in the system is mandatory for all regular, full-time employees. There is no maximum age for participation in TMRS. Beginning January 1, 2024, employees contribute 7% of their gross income, which is not taxable until withdrawn. The City contributes on your behalf at a rate of 2:1 (14%).

The purpose of the retirement system is to provide adequate and dependable retirement benefits for employees retiring from Texas Municipalities. Each member City chooses from various TMRS options to tailor its retirement plan to meet local needs and circumstances. Policy Manuals detailing this plan are available at [www.TMRS.com](http://www.TMRS.com).

### **Section 9.16**

#### **Social Security**

The City of Parker does not participate in Social Security (unless you are a part-time or seasonal employee). If you retire under both Social Security and a local government retirement plan such as TMRS, with a City that does not participate in Social Security, your Social Security benefit may be lowered or offset. For more information, contact your local Social Security office.

### **Section 9.17**

#### **Medicare**

Employees hired after April 1, 1986 are required to make a contribution toward Medicare equal to 1.45% of gross pay. The City matches the employee's contribution with an amount equal to the employee's contribution.

## **Section 9.18**

### **Continuation of Group Medical Benefits**

The Consolidated Omnibus Budget Reconciliation Act (COBRA), provides that all employees are eligible to continue their group insurance for a maximum of eighteen (18) months when employment is terminated due to resignation, retirement, reduction in employees, reduction of work hours, or dismissal for reasons other than gross misconduct. The law also entitles dependents of a covered employee to continue their group insurance coverage for a maximum of eighteen (18) months upon the separation of a covered employee or a reduction in such employee's hours of employment; and up to thirty-six (36) months upon the death of a covered employee, divorce or legal separation, when dependent children are no longer "eligible dependent" under the definition in the policy, or when the employee becomes Medicare eligible. The employee or dependent must request continuation of coverage and must pay the full cost of coverage.

## **Section 9.19**

### **Inclement Weather and Emergency Conditions**

The City will make every effort to maintain normal working hours through inclement weather. Except for extraordinary circumstances, City offices DO NOT CLOSE, although City facilities may be closed to the public. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

1. **Employee.** If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Head and make arrangements to report to work if weather conditions improve. If conditions do not improve, Vacation leave or leave without pay will be utilized.
2. **Department Head.** The Department Head is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Administrator.
3. **City Administrator.** When weather or other conditions are such that the City Administrator or designee declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be paid for their scheduled hours when the office/department is closed. On days when the weather worsens as the day progresses, the City may decide to close early. In such cases, a decision and announcement will be made by the City Administrator or designee at the appropriate time. Employees will only be paid for time worked when the office/department closes early and may utilize Vacation leave or leave without pay for the remainder of the day.
4. **Essential Personnel.** Essential personnel must report to work even when other City offices/departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Head and/or the City Administrator. Nonexempt essential personnel shall receive 1.5 times their regular rate of pay for actual hours worked during inclement weather or emergency conditions. Essential personnel who

fail to report to work may be subject to disciplinary action up to and including termination of employment.

### **Section 9.20** **Quarantine Leave**

In accordance with Local Government Code 180.008, this paid quarantine leave policy applies to peace officers who are employed or appointed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

#### **Definitions:**

(1) "Health authority" means a physician appointed by the county health department to administer state and local laws relating to public health within the City's jurisdiction.

(2) "Paid quarantine leave" means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

(3) "Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

#### **Quarantine Leave:**

A City of Parker peace officer who is ordered to quarantine or isolate by the person's supervisor or the county's health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

#### **No Reduction in Compensation and Benefits**

The City will not reduce a peace officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

## EMPLOYEE ACKNOWLEDGMENT FORM

The Personnel Policy Manual describes important information about the City of Parker, and I understand that I should consult Human Resources regarding any questions. I acknowledge that there is no specified duration of employment and employment is at-will. Accordingly, either I and/or the City of Parker may terminate employment with or without cause at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions may occur, except to the City's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is not a contract of employment. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained therein and any revisions made to it. I also understand that it is my responsibility to keep this manual updated with future official notices relative to revised information and shall return this manual to the personnel department upon termination of my employment with the City of Parker.

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Employee's Signature

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Date

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Employee's Name (Typed or Printed)



## 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:	April 7, 2025
Exhibits:	<u>None</u>	

### AGENDA SUBJECT

NOISE COMMITTEE – APRIL 16, 2025, 2 PM

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, APRIL 16, 2025, 5 PM

2025 PWC'S CANDIDATES NIGHT – THURSDAY, APRIL 17, 2025, 7 PM – VICTORY CHURCH  
– 6301 E. PARKER ROAD

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 26, 2025, 10AM-2PM  
GENERAL ELECTION

REMINDER – MAY 3, 2025 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>April 20</b> <b>No Voting</b> (20 de abril) (Sin votar)	<b>April 21</b> <b>No Voting</b> (21 de abril) (Sin votar)	<b>April 22</b> <b>Early Voting</b> (22 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 23</b> <b>Early Voting</b> (23 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 24</b> <b>Early Voting</b> (24 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 25</b> <b>Early Voting</b> (25 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 26</b> <b>Early Voting</b> (26 de abril) (Votación adelantada)  8 am – 5 pm
<b>April 27</b> <b>No Voting</b> (27 de abril) (Sin votar)	<b>April 28</b> <b>Early Voting</b> (28 de abril) (Votación adelantada)  7am - 7pm	<b>April 29</b> <b>Early Voting</b> (29 de abril) (Votación adelantada)  7am - 7pm	<b>April 30</b> (30 de abril)	<b>May 1</b> (1 de mayo)	<b>May 2</b> (2 de mayo)	<b>May 3</b> <b>Election Day</b> (3 de mayo) (Día de elección)  7am – 7pm

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/10/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/10/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025



## 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: April 7, 2025
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 1, 2025. [REGULAR MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND 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](mailto:PGrey@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/10/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/10/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025





**MINUTES**  
**CITY COUNCIL MEETING**  
**APRIL 1, 2025**

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

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

Mayor Lee Pettle called the meeting to order at 5:00 p.m. Mayor Pro Tem Todd Fecht and Councilmembers Randy Kercho, Terry Lynch, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Catherine Clifton, and Public Works Director Gary Machado (arrived @ 5:30 p.m.)

**WORKSHOP (5:00 – 6:00 PM)**

**1. PROPOSED PERSONNEL POLICY MANUAL**

[Proposed Personnel Policy Manual](#)

City Council, Interim City Attorney Clifton, Finance/HR Director Savage and other City Staff discussed the Proposed Personnel Policy Manual hyperlinked above.

Additional discussion is planned to continue at a future City Council workshop.

Mayor Pettle adjourned the workshop at 6:01 p.m.

**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 6:01 p.m. Mayor Pro Tem Todd Fecht and Councilmembers Randy Kercho, Terry Lynch, Amanda Noe, and Buddy Pilgrim were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Finance/Human Resources Director Grant Savage, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Fire Chief Justin Miller (arrived @ 6:30 p.m.), and Police Chief Kenneth Price (arrived @ 6:30 p.m.)

**EXECUTIVE SESSION (6:00 – 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 Pettie recessed the regular meeting to Executive Session at 6:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettie reconvened the meeting at 7:05 p.m.

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

MOTION: Councilmember Pilgrim moved to have the City of Parker, Texas “not” file a motion for summary judgment in the Gregory Lane lawsuit. Councilmember Kercho seconded with Councilmembers Pilgrim and Kercho voting for the motion to “not” file a motion for summary judgment and Councilmembers Fecht, Lynch, and Noe voting against. Motion failed 2-3 to “not” file a motion for summary judgment; so, a motion will be filed for summary judgment.

#### COMMENT

Mayor Pettie commented on how nice the new carpet in the City Council is. She thanked City Staff for their assistance with making that happen.

#### PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Mayor Pro Tem Todd Fecht led the pledge.

TEXAS PLEDGE: Councilmember Amanda Noe 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.

David Leamy, 5801 Rathbone Drive, voiced concerns in regard to recent solicitors in the City of Parker, more specifically, numerous unpermitted roof and hail damage vendors. The vendors did not seem to know what city they were soliciting. He advised the vendors they were in the City of Parker, not the City of Allen, and called the Parker Police Department to report them. Mr. Leamy requested the City of Parker purchase and install signs at various entrances to the city to help with the confusion. He acknowledged there would be a cost, but he feels it would be money well spent.

#### ITEMS OF COMMUNITY INTEREST

Mayor Pettie reviewed the upcoming Community Interest items below:

2. THURSDAY, APRIL 3, 2025 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 3, 2025, GENERAL ELECTION

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, APRIL 9, 2025, 5 PM

2025 PWC'S CANDIDATES NIGHT – THURSDAY, APRIL 17, 2025, 7 PM –  
 VICTORY CHURCH – 6301 E. PARKER ROAD  
 NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 26, 2025,  
 10AM-2PM  
 GENERAL ELECTION  
 REMINDER – MAY 3, 2025 – GENERAL ELECTION (EV AND ED INFO)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
<b>April 20 No Voting</b> (20 de abril) (Sin votar)	<b>April 21 No Voting</b> (21 de abril) (Sin votar)	<b>April 22 Early Voting</b> (22 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 23 Early Voting</b> (23 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 24 Early Voting</b> (24 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 25 Early Voting</b> (25 de abril) (Votación adelantada)  8 am – 5 pm	<b>April 26 Early Voting</b> (26 de abril) (Votación adelantada)  8 am – 5 pm
<b>April 27 No Voting</b> (27 de abril) (Sin votar)	<b>April 28 Early Voting</b> (28 de abril) (Votación adelantada)  7am - 7pm	<b>April 29 Early Voting</b> (29 de abril) (Votación adelantada)  7am - 7pm	<b>April 30</b> (30 de abril)	<b>May 1</b> (1 de mayo)	<b>May 2</b> (2 de mayo)	<b>May 3 Election Day</b> (3 de mayo) (Día de elección)  7am – 7pm

**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.

- APPROVAL OF MEETING MINUTES FOR FEBRUARY 25, 2025. [SPECIAL MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND MEETING {RESCHEDULED}]
- APPROVAL OF MEETING MINUTES FOR MARCH 4, 2025. [REGULAR MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND MEETING]

MOTION: Councilmember Pilgrim requested item 3, the February 25, 2025 Special City Council Meeting minutes be removed from the consent agenda for further discussion.

### INDIVIDUAL CONSIDERATION ITEMS

Item #3 was removed and placed on "INDIVIDUAL CONSIDERATION ITEMS", as follows:

3.	APPROVAL OF MEETING MINUTES FOR FEBRUARY 25, 2025. [SPECIAL MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND MEETING {RESCHEDULED}]
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Councilmember Pilgrim read a copy of a verbatim transcript and requested the February 25, 2025 Special City Council Meeting minutes include the verbatim transcript in item #6, "CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-833 APPOINTING THE 2024-2025 MAYOR PRO TEM.

[REMAINDER OR MAYOR PRO TEM REED'S TERM - RES. NO. 2024-792]  
[POSTPONED 2025 0204]."

MOTION: Councilmember Lynch moved to amend the February 25, 2025 Special City Council Meeting minutes to include the verbatim transcript. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

*Note: Although Item #4 was not officially removed from the consent agenda, this is the order in which City Council approved the item.*

4.	APPROVAL OF MEETING MINUTES FOR MARCH 4, 2025. [REGULAR MEETING - PERSONNEL POLICY MANUAL WORKSHOP AND MEETING]
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MOTION: Councilmember Lynch moved to approve the March 4, 2025 Regular City Council Meeting minutes as provided. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

### ITEM #8, RESOLUTION NO. 2025-838 APPOINTING A MAYOR PRO TEM - ITEM REMOVAL

*Note: Although Item #8 was not the next item on tonight's agenda, this is the order in which City Council voted to remove the item.*

8.	CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-838 APPOINTING A MAYOR PRO TEM.
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MOTION: Councilmember Lynch moved to remove item #8, "CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-838 APPOINTING A MAYOR PRO TEM." from consideration on tonight's agenda. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, and Noe voting for the motion and Councilmember Pilgrim against the motion. Motion carried 4-1.

### 5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-837 OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A PROSECUTOR FEE SCHEDULE.

MOTION: Councilmember Noe moved to approve Resolution No. 2025-837 of the City Council of the City of Parker, Collin County, Texas, approving a Prosecutor Fee Schedule. Councilmember Lynch seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

### 6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-818 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PAUL AND THE CITY OF PARKER PROVIDING MUNICIPAL COURT SERVICES.

Kent Swaner, Mayor of St. Paul, Texas, spoke in regard to the item, stating the interlocal agreement (ILA) would be a win-win for the two cities. St. Paul's Code

Enforcement Officer Travis Caperton is currently writing what he called “Happy Letters” because the City of St. Paul currently does not have a municipal court.

Councilmember Kercho voiced concern regarding parts of the ILA verbiage. Interim City Attorney Clifton said she was trying to look at the municipal court code to ascertain whether or not the ILA would need amending “the authorization for these joint courts come from the code.” Mrs. Clifton said City Council can “proceed with this and we could come back if we find there needs to be a change.”

MOTION: Councilmember Lynch moved to approve Resolution No. 2025-818 approving an Interlocal Agreement (ILA) between the City of St. Paul and the City of Parker providing Municipal Court Services.

Mayor Pettle asked if the motion included “the exception that that is going to change is not required by law.”

MOTION: Councilmember Lynch said “Yes, I [Councilmember Lynch] thought that was implied. It was in there [the motion] absolutely”. Mayor Pro Tem Fecht agreed and seconded the amended motion with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

Mayor Swaner thanked the City of Parker for working with him and his city.

#### 7. CONSIDER AND DISCUSS PROCEDURES FOR COUNCIL APPOINTMENTS.

Councilmember Pilgrim said he did not agree with the current process.

MOTION: Councilmember Kercho moved to have Interim City Attorney Clifton draft a resolution for City Council to consider regarding the future appointment or nomination process. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

#### ~~8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-838 APPOINTING A MAYOR PRO TEM.~~

This item was removed earlier in the meeting.

#### 9. DISCUSS AND CONSIDER REFERRAL OF THE SPECIAL ACTIVITIES DISTRICT ORDINANCE TO THE PLANNING AND ZONING (P&Z) COMMISSION FOR REVIEW AND RECOMMENDATIONS FOR UPDATE/REVISION.

MOTION: Councilmember Lynch moved to refer the Special Activities District (SAD) Ordinance(s) to the Planning and Zoning (P&Z) Commission for review and recommendations for possible updates/revision. Councilmember Noe seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

#### 10. DISCUSSION AND GIVE STAFF DIRECTION ON CAPITAL IMPROVEMENT PLAN (CIP).

City Council discussed updating the Capital Improvement Plan (CIP) and department heads were directed to get their information, i.e., projects in planning, in progress or completed, and funding, expended or remaining, to Mayor Pettle by April 15, 2025, if possible, or make arrangements to meet with her.

### ROUTINE ITEMS

**11. UPDATE(S):****FM2551**

Public Works Director Gary Machado said Texas Department of Transportation (TxDOT) is approximately six (6) months behind schedule and is currently working on drainage issues. They are moving forward but progress is slow and messy.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

Councilmember Pilgrim reported no changes or updates.

**ENGINEERING REVIEW**

Councilmember Noe reported she had been on vacation, but progress is being made, and she hoped to have the analysis completed by next month.

**NOISE COMMITTEE**

Councilmember Kercho said the next Noise Committee meeting is tomorrow, Wednesday, April 2, 2025, at 2:00 p.m. at City Hall and reminded everyone the meetings are open to the public.

Mayor Pro Tem Fecht said it was not correct that he wanted to dissolve the Noise Committee and "those rumors are incorrect".

**LEWIS LANE**

Interim City Attorney Clifton said City Council has been clear Lewis Lane is a priority for the City of Parker and the City understands the impact Lewis Lane has on our residents. A meeting between the City of Parker and the City of Lucas is scheduled for next week.

**CHAPARRAL/SPRINGHILL ESTATES INTERSECTION**

This intersection is a high priority. Staff has been asked to paint, and install lighting and stop signs as soon as possible, noting the City of Allen has authority over 3 of the 4 parts of the intersection and must agree on any decisions made.

**POST OFFICE/ZIP CODE**

Councilmember Lynch said she has been in communication with various members of congress to get the City of Parker on the bill (HB 8753). The bill does not seem to be moving, but Mrs. Lynch plans to continue her efforts.

**NEWSLETTER**

Mayor Pettie said the goal is to have the newsletter out by April 10<sup>th</sup> or 12<sup>th</sup>, electronically, before PWC's Candidates' Night, Thursday, April 17, 2025.

**DUBLIN PUMP STATION CONNECTION**

Public Works Director Machado said the connection has been made from the pump station to the waterlines. The water should be flowing soon. City Council thanked Public Works Director Machado and staff for their efforts.

**ANY ADDITIONAL UPDATES****DUBLIN ROAD WATERLINES**



Public Works Director Machado said this project is ahead of schedule. Once the waterlines are completed, Dublin Road will be paved. Mr. Machado said the goal is to have Dublin Road rebuilt from Farm to Markt (FM) 544 to Parker Road.

## **DONATION(S)**

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

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Nothing Bundt Cakes Bundtinis valued at \$28 to City Staff.

Troy & Melissa Tierce donated a brownie tray valued at \$20 to the 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**

### **13. FUTURE AGENDA ITEMS**

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

It was noted the design of Dublin Road should be added to the future agenda items.

Hearing no additional requests, Mayor Pettie encouraged everyone to email her any requests. She noted the next regularly scheduled meeting would be Tuesday, April 15, 2025.

## **ADJOURN**

Mayor Pettie adjourned the meeting at 9:32 p.m.

APPROVED:

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

ATTESTED:

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

Approved on the 15th day  
of April, 2025.



## 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:	April 9, 2025
Exhibits:	<ol style="list-style-type: none"> <li><b><u>Proposed Resolution</u></b></li> <li><b><u>First Amended Interlocal Agreement</u></b></li> <li><b><u>Resolution 2025-818</u></b></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-839, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND THE TOWN OF ST. PAUL PROVIDING COMBINED MUNICIPAL COURT SERVICES.

### SUMMARY

This First Amended Agreement clarifies that Parker is responsible for the selection of the municipal judge and corrects references to St. Paul as "Town of St. Paul."

### POSSIBLE ACTION

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

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/10/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025



**RESOLUTION NO. 2025-839**

*(First Amended Interlocal Agreement for Court Services with St. Paul)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF A FIRST AMENDED INTERLOCAL AGREEMENT (“AGREEMENT”) FOR COMBINED COURT SERVICES BETWEEN THE CITY OF PARKER AND THE CITY OF ST. PAUL; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker (“City”) and the Town of St. Paul, (collectively, the “Parties”) have the power and authority to enter into this Agreement in accordance with Texas Government Code Section 29.003; and

**WHEREAS**, the boundaries of the Town of St. Paul is within one-half mile of the City of Parker; and

**WHEREAS**, the Town of St. Paul finds it necessary to have Court services for the effective operations of the city (“Agreement”); and

**WHEREAS**, the City of Parker operates an existing municipal court, authorized under the laws of the State of Texas; and

**WHEREAS**, the City of Parker and the Town of St. Paul entered into an interlocal agreement effective April 1, 2025, and found it necessary to make corrections to that agreement; and

**WHEREAS**, the City Council finds this First Amended Interlocal Agreement to be in the best interests of the City of Parker; and

**WHEREAS**, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act;

**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 if set out fully herein.

**SECTION 2.** The Mayor is hereby authorized to execute the First Amended Interlocal Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith on behalf of the City of Parker.

**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.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 15<sup>th</sup> DAY OF APRIL, 2025.**

PARKER:

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**EXHIBIT A**

**INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT  
SERVICES**

Proposed

**TOWN OF ST. PAUL, TEXAS**  
**RESOLUTION NO. 25-04-14-A**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ST. PAUL, COLLIN COUNTY, TEXAS, APPOINTING MUNICIPAL COURT JUDGE AND OTHERS AND APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITY OF PARKER AND THE TOWN OF ST. PAUL**

**WHEREAS**, the Town Council of the Town of St. Paul (the "Town Council") desires to appoint a municipal court judge in connection with that certain First Amended Interlocal Agreement for Combined Municipal Court Services for the City of Parker and the Town of St. Paul (the "First Amendment"); and

**WHEREAS**, the Town Council desires to enter into the First Amendment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. PAUL, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** The terms of office for municipal court officials, including municipal court judge, municipal court alternate judge, and city prosecutor, are to coincide with the two-year term of the municipal court judge as appointed by the City of Parker. Persons appointed to municipal court offices shall hold their respective office for the term appointed, and thereafter until either re-appointed or until a successor has been appointed and qualified.


**SECTION 2.** For the current terms established by the City of Parker, the following are appointed:

- a. Municipal court judge: David Hill, Texas State Bar No. 00784273 and his designees;
- b. Municipal court alternate judge: as may be appointed by the City of Parker.
- c. Town prosecuting attorney: as may be appointed by the City of Parker.
- d. Alternate prosecuting attorney: as may be appointed by the City of Parker.
- e. Municipal Court Clerk: as may be appointed by the City of Parker.

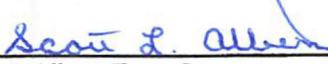
**SECTION 3.** The Town Council of the Town of St. Paul, Texas hereby approves and authorizes the Mayor to execute the First Amendment, substantially in the form of the document attached as Exhibit A and as approved as to form by the Town Attorney.

**DULY RESOLVED** by the Town Council of the Town of St. Paul, Texas on this the 14<sup>th</sup> day of April 2025.


**APPROVED:**

  
 Kent Swaner, Mayor

**ATTEST:**

  
 Scott L. Albert, Town Secretary

**APPROVED AS TO FORM:**

  
 Clark McCoy, Town Attorney

**FIRST AMENDED INTERLOCAL AGREEMENT FOR COMBINED  
MUNICIPAL COURT SERVICES FOR THE CITY OF  
PARKER AND THE TOWN OF ST. PAUL**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN               §**

THIS ("AGREEMENT"), is made and entered into by the CITY OF PARKER, TEXAS a Type-A General Law municipal corporation, ("Parker"), and the TOWN OF ST. PAUL, TEXAS, a Type-A General Law municipal corporation, ("St. Paul"), and each acting by and through its duly appointed and authorized mayors:

**WITNESSETH:**

WHEREAS, Local Government Code 29.003(i) allows for agreements between neighboring municipalities regarding jurisdiction of cases in municipal courts; and

WHEREAS, the cities of Parker and St. Paul recognize the joint benefits of a combined municipal court system; and,

WHEREAS, St. Paul is desirous of joining Parker by combining municipal court services to provide a more effective and efficient delivery of this key public service; and

WHEREAS, Parker has the facilities available to perform the municipal court services for both cities; and

WHEREAS, Parker and St. Paul desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, Parker and St. Paul have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, Parker and St. Paul believe that this Agreement is in the best interests of Parker and St. Paul; and

WHEREAS, this Agreement is approved by the governing bodies of Parker and St. Paul; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF PARKER AND ST. PAUL HEREBY AGREE TO THE FOLLOWING:**

- Section 1.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2.** **Term.** This Agreement shall be for an initial term of five (5) years commencing on April 1, 2025, and ending March 31, 2030, (the “Initial Term”) and may be extended thereafter by mutual consent of the parties hereto for two successive five (5) year terms. (The renewal terms shall be referred to as the “First Renewal Term” and “Second Renewal Term”, respectively).
- Section 3.** **Scope of Services to be provided by Parker.** Parker hereby agrees to provide St. Paul the following equipment, services, personnel, and facilities:
- a. Commencing April 1, 2025, Parker will provide municipal court services at the Parker City Hall. The Municipal Judge will be selected by Parker and both Parker and St. Paul will appoint the selected judge. The current practice for municipal court proceedings will continue. Parker will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
    1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in St. Paul including the interpretation, application and enforcement of St. Paul ordinances and state law;
    2. maintenance of all citations and other applicable records related to citations issued in St. Paul;
    3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
    4. informing all defendants of citations issued in St. Paul of their legal options under the laws of the State of Texas;
    5. providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
    6. providing financial reports to St. Paul and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by the Town of St. Paul for compliance with GAAP.
  - b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Parker and St. Paul, including providing all employee policies and procedures and the administration thereof shall be provided by Parker.
  - c. Parker shall provide access to St. Paul to any and all of St. Paul’s court financial or court case related documentation.
  - d. Parker shall provide payment to St. Paul on a semi-annual basis for municipal court revenues due to St. Paul by check or electronic transfer, to be determined by Parker. Parker shall provide to St. Paul any and all related financial reports relating to the collection and payment of such revenue as may be requested by St. Paul and necessary for auditing functions.

- e. Parker shall contract for and pay directly to the contractor all costs associated with prosecution services for Parker related court actions.
- f. Parker agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

**Section 4. St. Paul Obligations.** St. Paul agrees to perform the following:

- a. Pay the sum of \$7,000.00 to Parker for municipal court services for the first year.
- b. In order to ensure the combined municipal court system functions in a workmanlike manner, and in accordance with all applicable laws and regulations, budget an annual sum to be determined based on agreed upon needs for court security and court technology to be paid for from the court technology and court security funds held by St. Paul.
- c. St. Paul will reimburse the City of Parker for amounts paid to the contract prosecutor for costs associated with prosecution services for St. Paul related court actions, as shown on the Prosecutor Fee Schedule attached as Exhibit A. The fee schedule is subject to change annually. Docket calls and pleas will be included in municipal court services in 4.a., above.

**Section 5. Payments for Services Performed.** All payments for municipal court services shall be paid by St. Paul in four (4) equal installments due on the 15<sup>th</sup> day of each March, June, September, and December beginning March 2025 and continuing thereafter throughout the term of the Agreement. Reimbursements for contracted services will be paid within 30 days of invoice.

In the event the St. Paul Town Council fails or refuses to approve the annual payment amount by September 30 of the preceding fiscal year, the Agreement shall be deemed to be canceled effective at the end of the then-current fiscal year of Parker.

**Section 6. Cancellation**

- a. St. Paul shall have the right to terminate, based on the provisions of this Agreement, if Parker breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from St. Paul. If the Agreement is terminated under this paragraph, Parker shall be entitled to retain money already received prorated to the period from the last payment until the date of termination and shall refund the remainder to St. Paul.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice at least three (3) months prior to the subsequent Fiscal Year, October 1. All payments by St. Paul to Parker shall continue until the cancellation date or as mutually agreed to by both parties.

**Section 7. Notices**

**PARKER**  
**City Administrator**  
**5700 Parker Road**  
**Parker, TX**

**ST. PAUL**  
**Town Administrator**  
**2505 Butcher's Block**  
**St Paul, Texas 75098**

**Section 8. Dispute Resolution.** Immediate performance complaints or concerns should be addressed by communicating the problem to the City Administrator. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Collin County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

**Section 9. Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Collin County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 8.

**Section 10. Independent contractor.** All parties mutually agree that Parker is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Parker in no way are to be considered employees of St. Paul. The employment rights of Parker personnel assigned under this agreement will not be abridged.

**Section 11. Indemnification.** To the extent allowed by law, Parker hereby agrees to indemnify and otherwise hold harmless St. Paul, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Parker's performance of municipal court services under this agreement including any intentional or negligent acts or omissions of Parker's officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

Parker and St. Paul each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, Parker and St. Paul do not waive, nor shall be deemed hereby to waive any



immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Parker and St. Paul do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.


- Section 12. City Hall Facility.** If the municipal court services located at the Parker City Hall is damaged due to a natural or a manmade disaster and is unusable, Parker will have a contingency plan to continue to provide the services under this Agreement at another facility within Collin County.
- Section 13. Annual Review.** Annually, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Parker and St. Paul.
- Section 14.** This Agreement has been approved by the governing bodies of Parker and St. Paul respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Parker and St. Paul at a duly called and posted meeting. This Agreement shall become effective upon the date approved by the Parker City Council following approval of the St. Paul Town Council (the "Effective Date").
- Section 15.** This Agreement is the entire agreement between the parties as relates to the subject matter of this Agreement and any and all previous agreements, understandings, representations are hereby void and mutually rescinded by the parties.

**IN WITNESS WHEREOF,** we have hereunto set our hands this the 14th day of April 2025.


**CITY OF ST. PAUL, TEXAS**

  
By: **Kent Swaner, Mayor**  
**Town of St. Paul**

**ATTEST:**

  
**Scott Albert**  
**Town Secretary**  
**Town of St. Paul**

**APPROVED AS TO FORM:**

  
**Clark McCoy**  
**Town Attorney**  
**Town of St. Paul**

**IN WITNESS WHEREOF**, we have hereunto set our hands this the **14th** day of April, 2025.

**CITY OF PARKER, TEXAS**

\_\_\_\_\_  
**By: Lee Pettie, Mayor**  
**City of Parker**

**ATTEST:**

\_\_\_\_\_  
**Patti Scott Grey**  
**City Secretary**  
**City of Parker**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Catherine Clifton**  
**Interim City Attorney**  
**City of Parker**

**RESOLUTION NO. 2025-818**

*(Interlocal Agreement for Court Services with St. Paul)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT (“AGREEMENT”) FOR COMBINED COURT SERVICES BETWEEN THE CITY OF PARKER AND THE CITY OF ST. PAUL.**

**WHEREAS**, the City of Parker (“City”) and the City of St. Paul, (collectively, the “Parties”) have the power and authority to enter into this Agreement in accordance with Texas Government Code Section 29.003; and

**WHEREAS**, the boundaries of the City of St. Paul is within one-half mile of the City of Parker; and

**WHEREAS**, the City of St. Paul finds it necessary to have Court services for the effective operations of the city (“Agreement”); and

**WHEREAS**, the City of Parker operates an existing municipal court, authorized under the laws of the State of Texas; and

**WHEREAS**, the City Council finds this agreement to be in the best interests of the City of Parker; and

**WHEREAS**, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act;

**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 if set out fully herein.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith on behalf of the City of Parker.

**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.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 1<sup>st</sup> DAY OF APRIL, 2025.**


PARKER:

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

**EXHIBIT A**  
**INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT**  
**SERVICES**

MAR 12 2025

**INTERLOCAL AGREEMENT FOR COMBINED  
MUNICIPAL COURT SERVICES FOR THE CITY OF  
PARKER AND THE TOWN OF ST. PAUL**

**THE STATE OF TEXAS                   §**  
**§**  
**COUNTY OF COLLIN                 §**

THIS ("AGREEMENT"), is made and entered into by the CITY OF PARKER, TEXAS a Type-A General Law municipal corporation, ("Parker"), and the TOWN OF ST. PAUL, TEXAS, a Type-A General Law municipal corporation, ("St. Paul"), and each acting by and through its duly appointed and authorized mayors:

**W I T N E S S E T H :**

WHEREAS, Texas Government Code § 29.003(i) allows for agreements between neighboring municipalities regarding jurisdiction of cases in municipal courts; and

WHEREAS, the Parker and St. Paul recognize the joint benefits of a combined municipal court system; and,

WHEREAS, St. Paul is desirous of joining Parker by combining municipal court services to provide a more effective and efficient delivery of this key public service; and

WHEREAS, Parker has the facilities available to perform the municipal court services for both cities; and

WHEREAS, Parker and St. Paul desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, Parker and St. Paul have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, Parker and St. Paul believe that this Agreement is in the best interests of Parker and St. Paul; and

WHEREAS, this Agreement is approved by the governing bodies of Parker and St. Paul; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITY OF PARKER AND THE TOWN ST. PAUL HEREBY AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of five (5) years commencing on April 1, 2025, and ending March 31, 2030, (the “Initial Term”) and may be extended thereafter by mutual consent of the parties hereto for two successive five (5) year terms. (The renewal terms shall be referred to as the “First Renewal Term” and “Second Renewal Term”, respectively).
- Section 3. **Scope of Services to be provided by Parker.** Parker hereby agrees to provide St. Paul the following equipment, services, personnel, and facilities:
- a. Commencing April 1, 2025, Parker will provide municipal court services at the Parker City Hall. The Municipal Judge will be jointly appointed by both Parker and St. Paul and will continue the current practice for municipal court proceedings. Parker will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
    1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in St. Paul including the interpretation, application and enforcement of St. Paul ordinances and state law;
    2. maintenance of all citations and other applicable records related to citations issued in St. Paul;
    3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
    4. informing all defendants of citations issued in St. Paul of their legal options under the laws of the State of Texas;
    5. providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
    6. providing financial reports to St. Paul and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by St. Paul for compliance with GAAP.
  - b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Parker and St. Paul, including providing all employee policies and procedures and the administration thereof shall be provided by Parker.
  - c. Parker shall provide St. Paul access to any and all of St. Paul’s court financial or court case related documentation.
  - d. Parker shall provide payment to St. Paul on a semi-annual basis for municipal court revenues due to St. Paul by check or electronic transfer, to be determined by Parker. Parker shall provide to St. Paul any and all related financial reports relating to the collection and payment of such revenue as may be requested by St. Paul and necessary for auditing functions.



- e. Parker shall contract for and pay directly to the contractor all costs associated with prosecution services for Parker related court actions.
- f. Parker agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **St. Paul Obligations.** St. Paul agrees to perform the following:

- a. Pay the sum of \$7,000.00 to Parker for municipal court services for the first year.
- b. In order to ensure the combined municipal court system functions in a workmanlike manner, and in accordance with all applicable laws and regulations, budget an annual sum to be determined based on agreed upon needs for court security and court technology to be paid for from the court technology and court security funds held by St. Paul.
- c. St. Paul will reimburse the City of Parker for amounts paid to the contract prosecutor for costs associated with prosecution services for St. Paul related court actions, as shown on the Prosecutor Fee Schedule attached as Exhibit A. The fee schedule is subject to change annually. Docket calls and pleas will be included in municipal court services in 4.a., above.

Section 5. **Payments for Services Performed.** All payments for municipal court services shall be paid by St. Paul in four (4) equal installments due on the 15<sup>th</sup> day of each March, June, September, and December beginning March 2025 and continuing thereafter throughout the term of the Agreement. Reimbursements for contracted services will be paid within 30 days of receipt of invoice.

In the event the St. Paul City Council fails or refuses to approve the annual payment amount by September 30 of the preceding fiscal year, the Agreement shall be deemed to be canceled effective at the end of the then-current fiscal year of Parker.

Section 6. **Cancellation**

- a. St. Paul shall have the right to terminate, based on the provisions of this Agreement, if Parker breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from St. Paul. If the Agreement is terminated under this paragraph, Parker shall be entitled to retain money already received prorated to the period from the last payment until the date of termination and shall refund the remainder to St. Paul.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice at least three (3) months prior to the subsequent Fiscal Year, October 1. All payments by St. Paul to Parker shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. **Notices**

**PARKER**  
City Administrator

**ST. PAUL**  
Town Administrator/Secretary

**5700 Parker Road  
Parker, TX**

**2505 Butscher's Block  
St. Paul, Texas 75098**

- Section 8. **Dispute Resolution.** Immediate performance complaints or concerns should be addressed by communicating the problem to the City Administrator. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Collin County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.
- Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Collin County, Texas. No litigation shall be commenced prior to both parties' completion of mediation in accordance with Section 8.
- Section 10. **Independent contractor.** All parties mutually agree that Parker is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Parker in no way are to be considered employees of St. Paul. The employment rights of Parker personnel assigned under this agreement will not be abridged.
- Section 11. **Indemnification.** To the extent allowed by law, Parker hereby agrees to indemnify and otherwise hold harmless St. Paul, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Parker's performance of municipal court services under this agreement including any intentional or negligent acts or omissions of Parker's officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

Parker and St. Paul each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this Agreement.

It is expressly understood and agreed that, in the execution of this Agreement, Parker and St. Paul do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Parker and St. Paul do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.


- Section 12. **City Hall Facility.** If the municipal court services located at the Parker City Hall is damaged due to a natural or a manmade disaster and is unusable, Parker will have a contingency plan to continue to provide the services under this Agreement at another facility within Collin County.
- Section 13. **Annual Review.** Annually, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Parker and St. Paul.
- Section 14. This Agreement has been approved by the governing bodies of Parker and St. Paul respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Parker and St. Paul at a duly called and posted meeting. This Agreement shall become effective upon the date approved by the Parker City Council following approval of the St. Paul City Council (the "Effective Date").

IN WITNESS WHEREOF, we have hereunto set our hands this the 10th day of March 2025.


CITY OF ST. PAUL, TEXAS

  
By: Kent Swaner, Mayor  
Town of St. Paul

ATTEST:

  
Scott Albert  
Town Secretary  
Town of St. Paul

APPROVED AS TO FORM:

  
Clark McCoy  
Town Attorney  
Town of St. Paul

IN WITNESS WHEREOF, we have hereunto set our hands this the \_\_\_\_ day of March, 2025.

**CITY OF PARKER, TEXAS**

A handwritten signature in blue ink, appearing to read "Lee Pettle", written over a horizontal line.

**By: Lee Pettle, Mayor  
City of Parker**

**ATTEST:**

A handwritten signature in blue ink, appearing to read "Patti Scott Grey", written over a horizontal line.

**Patti Scott Grey  
City Secretary  
City of Parker**

**APPROVED AS TO FORM:**

A handwritten signature in blue ink, appearing to read "Catherine Clifton", written over a horizontal line.

**Catherine Clifton  
Interim City Attorney  
City of Parker**



## 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 Fire Chief Miller Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	April 4, 2025
Exhibits:	<ol style="list-style-type: none"> <li><b><u>Proposed Resolution</u></b></li> <li><b><u>Termination Agreement – EMS Coalition – City of Parker/Wylie</u></b></li> </ol>	

### AGENDA SUBJECT

DISCUSS, CONSIDER, AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2025-840 AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT FOR THE SOUTHEAST COLLIN COUNTY EMS COALITION.

### SUMMARY

Please review information provided, be prepared to discuss and vote.

### POSSIBLE ACTION

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

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Justin Miller</i>	Date:	04/04/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025

**RESOLUTION NO. 2025-840**

*(Termination of Southeast Collin County EMS Coalition)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF A TERMINATION AGREEMENT (“TERMINATION AGREEMENT”) REGARDING SOUTHEAST COLLIN COUNTY EMS COALITION AGREEMENTS AND MUTUAL RELEASE; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker (“City”) entered an agreement with the County of Collin, the City of Lavon, Texas (“Lavon”), the Town of St. Paul (“St. Paul”), the City of Wylie (“Wylie”), the City of Lucas (“Lucas”), and the City of Murphy (“Murphy”) agreed in 2008 to form the Southeast Collin County EMS Coalition Agreement (“Original Agreement”); and

**WHEREAS**, Lucas and Murphy terminated their participation in the Original Agreement; and

**WHEREAS**, the City of Parker has made other provisions for EMS services; and

**WHEREAS**, the coalition is no longer necessary to provide needed EMS services; and

**WHEREAS**, the City of Parker wishes to terminate the coalition and the City’s participation therein, and to be released from and release each of the other parties to the Original Agreement; and

**WHEREAS**, the City Council finds this Termination Agreement to be in the best interests of the City of Parker; and

**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 if set out fully herein.

**SECTION 2.** The Mayor is hereby authorized to execute the Termination Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith on behalf of the City of Parker.

**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.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF APRIL, 2025.**

PARKER:

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**EXHIBIT A**

Proposed



State of Texas  
Collin County  
Commissioners Court

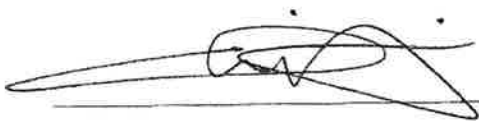
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§  
§

**Court Order**  
**2024-432-05-13**

**An order of the Collin County Commissioners Court approving a termination agreement.**

The Collin County Commissioners Court hereby approves a termination agreement regarding Southwest Collin County EMS Coalition agreements and mutual release effective October 1, 2024, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, May 13, 2024.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1




Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

## TERMINATION AGREEMENT REGARDING SOUTHEAST COLLIN COUNTY EMS COALITION AGREEMENTS AND MUTUAL RELEASE

This TERMINATION AGREEMENT AND MUTUAL RELEASE ("Termination Agreement") is made and entered into by and among the County of Collin ("Collin County"), the City of Lavon, Texas ("Lavon"), the City of Parker, Texas ("Parker"), the Town of Saint Paul, Texas ("St. Paul"), and the City of Wylie, Texas ("Wylie"), each of said cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the "Governmental Entities" or singularly as a "Governmental Entity"), and acting by and through their authorized representatives.

WHEREAS, in 2008, the Governmental Entities, the City of Lucas, Texas and the City of Murphy, Texas agreed to form and participate in the Southeast Collin County Emergency Services Coalition ("Coalition"); and

WHEREAS, the City of Lucas, Texas and the City of Murphy, Texas subsequently terminated their participation in the Coalition leaving the Governmental Entities as the sole remaining participants in the Coalition; and

WHEREAS, the Coalition members, including the Governmental Entities, have entered into several agreements with one another and other third parties from time to time for the purposes of contracting for and/or providing for regional emergency medical services; and

WHEREAS, each of the Governmental Entities now desire to terminate their respective participation in the Coalition and to terminate all outstanding agreements and other obligations among them concerning the Coalition and its activities, as set forth below; and

WHEREAS, each of the Governmental Entities agree that the Coalition itself does not own or claim ownership of any property of any kind and that any property operated or used for the benefit of or by the Coalition is owned by a Governmental Entity free and clear of any claims or rights of any other Governmental Entity or the Coalition itself.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Governmental Entities agree as follows:

1. Termination of the Coalition and All Outstanding Agreements and other Obligations. Effective as of the Effective Date (hereinafter defined) of this Termination Agreement, (a) the Coalition is hereby terminated; (b) the Governmental Entities for themselves and their respective successors and assigns acknowledge and agree that all outstanding agreements and other obligations concerning the Coalition and its activities are hereby released and shall be of no further force or effect, including but not limited to the following: (i) Constitution and Bylaws of the Southeast Collin County Emergency Services Coalition (undated); (ii) Interlocal Cooperation Agreement for Emergency Medical Services Coalition dated October 14, 2008; and (iii) Interlocal Cooperation Agreement for Emergency Medical Services Coalition dated October 1, 2014; and (c) each Governmental Entity hereby releases the other Governmental Entities and their

respective successors and assigns from any further performance or obligations, if any, that might have been required under such outstanding agreements.

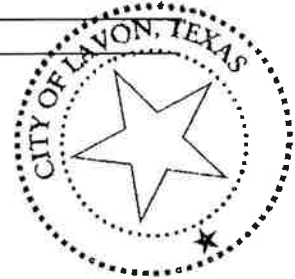
2. Mutual General Release. Effective as of the Effective Date of this Termination Agreement, the Governmental Entities and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives fully and forever release and discharge each other and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives (collectively, "Releasees" in their capacities as released parties hereunder), and all other persons acting for, under or in concert with Releasees, past or present, of or from any and all claims, demands, actions, causes of actions, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys' fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist or which can hereinafter ever arise out of or result from or in connection with any act, omission, failure to act, breach or conduct suffered to be done or omitted to be done by Releasees, relating to any claims or issues arising from, in connection with, or surrounding the Coalition, past or current agreements among the Coalition or involving the Coalition and all other rights and obligations relating thereto.
3. Reservation of the Right to Enforce this Termination Agreement. It is understood and agreed by the parties that the agreements and releases described in Sections 1 and 2 above do not waive nor include in any way the parties' rights and ability to enforce against each other the terms and covenants contained in this Termination Agreement.
4. Authority. 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 Effective Date.
5. Sufficient Consideration. The consideration stated herein is contractual and not a mere recital. The parties hereto execute and deliver this Termination Agreement after being fully informed of its terms, content, and effect. The parties executing this Termination Agreement are not relying upon any representation from any attorney, agent or representative of any other party. The parties are fully informed and have consented to this Termination Agreement based on their own opinion and the advice of their respective representatives.
6. Binding Effect. This Termination Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns.
7. Multiple Counterparts. This Termination Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An

electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of October 1, 2024 ("Effective Date").

**CITY OF LAVON, TEXAS**

By: Vicki Sanson  
 Print Name: Vicki Sanson  
 Title: Mayor  
 Date: 4-16-24



**ATTEST:**

By: Rae Norton  
 Print Name: Rae Norton  
 Title: City Secretary

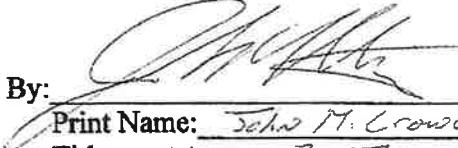
**CITY OF PARKER, TEXAS**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: City Secretary

**TOWN OF SAINT PAUL, TEXAS**

By:   
Print Name: John M. Crowe  
Title: Mayor Pro Tem  
Date: 18 Mar 24

**ATTEST:**

By:   
Print Name: LEANN SPROIT  
Title: Town Secretary

**CITY OF WYLIE, TEXAS**

By: \_\_\_\_\_  
Brent Parker, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Stephanie Storm, City Secretary

**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**TOWN OF SAINT PAUL, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Town Secretary

**CITY OF WYLIE, TEXAS**

By: Brent Parker  
Brent Parker, City Manager  
Date: 3/26/24

**ATTEST:**

By: Stephanie Storm  
Stephanie Storm, City Secretary



**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**TOWN OF SAINT PAUL, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Town Secretary

**CITY OF WYLIE, TEXAS**

By: Brent Parker  
Brent Parker, City Manager  
Date: 3/26/24

**ATTEST:**

By: Stephanie Storm  
Stephanie Storm, City Secretary



**COLLIN COUNTY, TEXAS**

By: Chris Hill  
Print Name: CHRIS HILL  
Title: COUNTY JUDGE  
Date: 14 MAY 2024

**ATTEST:**

By: Hilmar  
Print Name: Hilmar



## 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:	April 10, 2025
Exhibits:	<b><u>Proposed Resolution</u></b>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-841 APPROVING THE FUTURE APPOINTMENT/NOMINATION PROCESS.

### SUMMARY

On April 1, 2025, City Council made the following motion:

MOTION: Councilmember Kercho moved to have Interim City Attorney Clifton draft a resolution for City Council to consider regarding the future appointment or nomination process. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/10/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/xx/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025



**RESOLUTION NO. 2025-841**  
*(Process for Appointment of Councilmember)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE NOMINATION AND APPOINTMENT OF COUNCILMEMBERS TO COUNCIL-APPOINTED POSITIONS; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Council of City of Parker (“City”) from time to time appoints a councilmember to serve in a function or role of the council or council committee; and

**WHEREAS**, the City desires to articulate a process for appointment for such positions to provide clarity for councilmembers and the public;

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

**SECTION 1.** For appointment of councilmembers by council the process shall be as follows:

- a. The chair shall open nominations
- b. Councilmembers shall raise their hand to be recognized, and once recognized by the chair, a councilmember may state their nomination
- c. Each councilmember who wishes to make a nomination shall be allowed to do so
- d. When there are no further nominations, nominations shall be closed
- e. After nominations close, the chair shall call for votes on each nominee in the order they were nominated. The first nominee to receive a number of votes equal to a majority of the councilmembers present shall be considered elected.
- f. If no nominee receives the required votes, the nominee with the fewest votes will be removed from consideration and the remaining nominees will be called again. If no nominee receives a number of votes equal or greater to the number of councilmembers present, the chair shall again call for votes and on this third vote, the Mayor may also vote.

**SECTION 2.** After being approved by Council, the minutes of any meeting reflecting an appointment of a councilmember shall be maintained and preserved as all Council meeting minutes, and shall also be saved in the same place resolutions are kept by the City with a filename to indicate that an appointment of council is contained therein.

**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 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.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 15<sup>th</sup> DAY OF APRIL, 2025.**

PARKER:

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
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:	ACA/CS Scott Grey for Fire Chief Miller Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	April 4, 2025
Exhibits:	<ol style="list-style-type: none"> <li>1. <u><b>Proposed Resolution</b></u></li> <li>2. <u><b>Petition for creation of ESD</b></u></li> <li>3. <u><b>Letter from County Judge</b></u></li> <li>4. <u><b>Map</b></u></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-842, CONSENTING TO INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1.

### SUMMARY

Approval of this item would provide the City's consent to inclusion of the City's ETJ in the proposed Collin County Emergency Services District (ESD) No. 1.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Justin Miller</i>	Date:	04/04/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/08/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025

**RESOLUTION NO. 2025-842***(Consent to Inclusion of ETJ in Collin County ESD No. 1)***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, CONSENTING TO THE INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Health and Safety Code Chapter 775 authorizes the creation of emergency services districts ("ESD") to provide local emergency services, including fire protection and emergency medical services; and

**WHEREAS**, pursuant to Section 775.014, before an ESD may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition is filed under Section 775.015; and

**WHEREAS**, territory within a municipality's territorial limits or extraterritorial jurisdiction may not be included in the ESD unless the municipality's governing body gives its written consent tot said request within sixty days after the date on which the municipality receives the request; and

**WHEREAS**, the Collin County Judge has received and verified a petition requesting the creation of Collin County Emergency Services District No. 1, to provide emergency services to portions of Collin County in response to any emergency in accordance with Texas Health and Safety Code Chapter 775; and

**WHEREAS**, the proposed ESD contains territory within the City of Parker's extraterritorial jurisdiction; and

**WHEREAS**, the City received a written request on February 25, 2025, from Collin County for the City's extraterritorial jurisdiction to be included in the proposed ESD; and

**WHEREAS**, the City Council of the City of Parker, Texas ("City Council") desires to grant its consent to allow the City's extraterritorial jurisdiction to be included in the proposed ESD pursuant to any called election for that purpose;

**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 if set out fully herein.

**SECTION 2.** The City Council hereby grants its consent to inclusion of the City's extraterritorial jurisdiction within the boundaries of the proposed Collin County Emergency

Services District No. 1, and which boundaries for said ESD are further described and depicted in Exhibit "A", attached hereto, pursuant to Section 775.014, Texas Health and Safety Code. This consent is valid for a period of six months from the date of its adoption.

**SECTION 3.** The inclusion of the City's extraterritorial jurisdiction within the proposed ESD is subject to an election being called to confirm the creation of the ESD and wherein a majority of the voters residing in the City's extraterritorial jurisdiction who vote in said election vote in favor of said item, as provided in Section 775.019(b), Texas Health and Safety Code.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF APRIL, 2025.**

PARKER:

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**EXHIBIT A**

Proposed

**FILED**

**RECEIVED  
COMMISSIONER'S COURT**

**2025 FEB 20 AM 11:50**

**2025 FEB -6 PM 1:43**

**PETITION FOR CREATION OF  
EMERGENCY SERVICES  
DISTRICT**

STACEY KEMP  
COUNTY CLERK  
COLLIN COUNTY, TEXAS

BY: ~~THE STATE OF TEXAS~~

**COUNTY OF COLLIN**

§ **IN THE COMMISSIONERS COURT**  
§  
§ **OF**  
§  
§ **COLLIN COUNTY, TEXAS**

**TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:**

NOW COMES 100 or more qualified voters who own taxable real property in Collin County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

**I.**

That the proposed Collin County Emergency Services District No. 1 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

**II.**

That the name of the proposed District shall be "COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1."

**III.**

That the area of the District does not overlap the boundaries of any other emergency services district, and will generally include portions of the extraterritorial jurisdictions of the incorporated municipalities lying wholly or partially within Collin County, Texas. The boundaries of the District are more particularly described by the description attached as Exhibit "A", which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in Exhibit "A-1".

#### IV.

That the District will provide emergency services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

#### V.

That the creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

#### VI.

That Richard Hill, who resides at 2251 CR700, Farmersville TX 75442, and Jo Ann Graham, who resides at 1373 CR 728, Melissa TX 75454, (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, to Collin County as required by Section 775.013(b) of the Texas Health & Safety Code.

#### VII.

That the Cities of Allen, Anna, Blue Ridge, Celina, Fairview, Farmersville, Fate, Frisco, Garland, Hebron, Josephine, Lavon, Lowry Crossing, Lucas, McKinney, Melissa, Murphy, Nevada, New Hope, Parker, Plano, Princeton, Prosper, Royse City, St. Paul, Trenton, Van Alstyne, Weston, and Wylie are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

#### VIII.

That the signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Collin County Emergency Services District No. 1 are attached on **Exhibit "B"**.



WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Collin County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Collin County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 6 day of <sup>FEBRUARY</sup>       , 2025.

PETITIONERS:

By: Richard Hill

Printed Name: Richard Hill

By: Jo Ann Graham

Printed Name: Jo Ann Graham

**Exhibit "A"**

**Description of Proposed Collin County Emergency Services District No.**

**Boundary Description**

Description by meets and bounds for Collin County Emergency Service District #1

Collin County Emergency Service District #1 (CCESD No. 1) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

THENCE, along the northern boundary line of said County to the Northeast corner of said county;

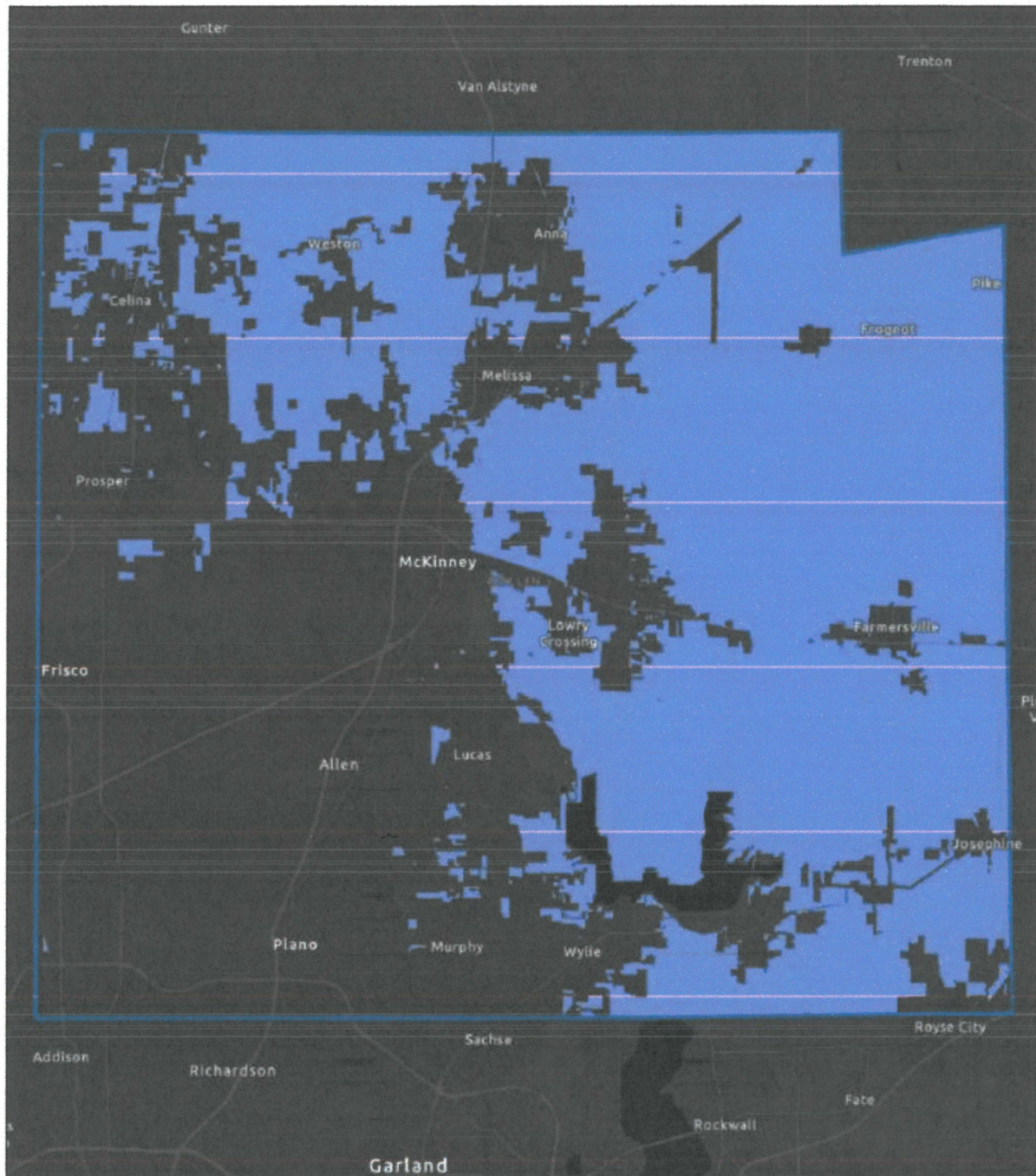
THENCE, along the eastern boundary line of said County to its Southeast corner;

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

**Exhibit A-1**  
**Map of Proposed**  
**Collin County Emergency Services District No. 1 (in blue)**





# Chris Hill

Collin County Judge

February 19, 2025

Honorable Stacey Kemp  
Collin County Clerk  
2300 Bloomdale Road  
McKinney, Texas 75071

Honorable Mrs. Kemp:

Pursuant to Texas Health and Safety Code section 775.011, I have received a petition proposing the creation of Collin County Emergency Services District No. 1 and I have verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed district.

Pursuant to section 775.015 of the same chapter, I have verified that the petition is in proper form and I hereby file the petition with your office. At the regular session of the commissioners court on Monday, February 24, the commissioners court will set a place, date, and time for a public hearing to consider the petition.

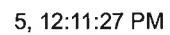
Sincerely,

Chris Hill

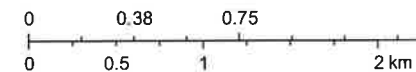
cc: Collin County Commissioners  
Yoon Kim, Collin County Administrator



Meeting Date: 04/15/2025 Item 7.



1:36,112



Map data © OpenStreetMap contributors, I  
Facebook, Inc. and its affiliates, Esri Commur  
contributors, Map layer by Esri



## 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 Public Works Director Machado Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	April 11, 2025
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Bid Tab</a></li> <li>3. <a href="#">Exhibit A</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-843 AWARDED CONTRACTS FOR THE DUBLIN ROAD WATER LINE PROJECT.

### SUMMARY

Please review the information provided for Dublin Road Water Line Project.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/12/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025

**RESOLUTION NO. 2025-843***(Dublin Road Water Line Project Bid Award Phase 2)*

**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, AS FOLLOWS:**

**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.	1,421,938.00

**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.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS, THIS 15<sup>th</sup> DAY OF APRIL, 2025.**

PARKER:

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



TABULATION OF BIDS				Date: <u>October 3, 2024</u>		BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.	
Project: CITY OF PARKER 8-INCH DUBLIN WATER LINE			BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas			A&M Construction & Utilities, Inc. 4950 Grisham Dr. Rowlett, TX 75088 Marisela Banda, President 972-412-0255 <a href="mailto:mbanda@amconstructionutility.com">mbanda@amconstructionutility.com</a>		Excel 4 Construction, LLC P.O. Box 4739 Fort Worth, Texas 76164 Luis Conchas 817-457-3399 <a href="mailto:Luis.conchas-XL4@yahoo.com">Luis.conchas-XL4@yahoo.com</a>		La Banda, LLC 523 Neomi Avenue Dallas, Texas 75217 Arturo Banda 214-549-2147 <a href="mailto:labandallc@gmail.com">labandallc@gmail.com</a>		<del>0025: Excavating Item 8</del> Dallas Texas 75252 Antonio Evangelista 972-330-6767 <a href="mailto:fourstarexcavating@gmail.com">fourstarexcavating@gmail.com</a>	
BASE BID - SEGMENT 1 (SOUTH CITY LIMIT TO BETSY LANE)													
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	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	\$65,000.00	\$ 65,000.00		
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	\$114.00	\$ 704,862.00		
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	\$109.00	\$ 23,871.00		
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	\$97.00	\$ 15,229.00		
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	\$2,800.00	\$ 16,800.00		
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	\$1,900.00	\$ 22,800.00		
7	1	Ea.	Furnish & Install 4-Inch Resilient Seated Gate Valve	\$1,400.00	\$ 1,400.00	\$1,700.00	\$ 1,700.00	\$2,000.00	\$ 2,000.00	\$1,600.00	\$ 1,600.00		
8	5	Ea.	Cut, Plug & Abandon Exst. Water Line	\$900.00	\$ 4,500.00	\$1,500.00	\$ 7,500.00	\$1,000.00	\$ 5,000.00	\$900.00	\$ 4,500.00		
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	\$9,500.00	\$ 28,500.00		
10	2	Ea.	Connect to Existing 8-Inch Water Line	\$4,200.00	\$ 8,400.00	\$6,300.00	\$ 12,600.00	\$3,500.00	\$ 7,000.00	\$9,600.00	\$ 19,200.00		
11	12	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$6,100.00	\$ 73,200.00	\$7,300.00	\$ 87,600.00	\$8,000.00	\$ 96,000.00	\$6,400.00	\$ 76,800.00		
12	11	Ea.	Remove & Salvage of Existing Fire Hydrant, including Valve and Piping	\$1,900.00	\$ 20,900.00	\$600.00	\$ 6,600.00	\$500.00	\$ 5,500.00	\$200.00	\$ 2,200.00		
13	40	Ea.	Transfer Water Service	\$2,100.00	\$ 84,000.00	\$1,600.00	\$ 64,000.00	\$2,000.00	\$ 80,000.00	\$1,800.00	\$ 72,000.00		
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	\$197.00	\$ 13,396.00		
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	\$450.00	\$ 3,150.00		
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	\$6.50	\$ 48,984.00		
17	68	S.Y.	Removal & Replace Gravel Driveway	\$60.00	\$ 4,080.00	\$36.00	\$ 2,448.00	\$45.00	\$ 3,060.00	\$52.00	\$ 3,536.00		
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	\$71.50	\$ 538,824.00		
19	1	L.S.	Furnish Trench Safety System Plan	\$2,600.00	\$ 2,600.00	\$500.00	\$ 500.00	\$2,500.00	\$ 2,500.00	\$600.00	\$ 600.00		
20	6,152	L.F.	Trench Safety System Implementation	\$1.00	\$ 6,152.00	\$1.00	\$ 6,152.00	\$3.00	\$ 18,456.00	\$1.00	\$ 6,152.00		
21	6,836	S.Y.	Furnish & Establish Hydromulch	\$6.00	\$ 41,016.00	\$2.00	\$ 13,672.00	\$5.00	\$ 34,180.00	\$2.50	\$ 17,090.00		
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	\$800.00	\$ 800.00		
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	\$5,500.00	\$ 5,500.00		
24	1	L.S.	Furnish Traffic Control Plan	\$15,000.00	\$ 15,000.00	\$500.00	\$ 500.00	\$2,500.00	\$ 2,500.00	\$400.00	\$ 400.00		
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	\$3,000.00	\$ 3,000.00		
TOTAL BASE BID AMOUNT: (ITEMS 1 THROUGH 25)					\$1,539,552.00		\$ 1,692,215.00		\$ 1,621,389.00		\$ 1,694,794.00		

TABULATION OF BIDS				Date: <u>October 3, 2024</u>		BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.			
Project: CITY OF PARKER				BIRKHOFF, HENDRICKS & CARTER, L.L.P.		J&L Construction, LLC 2220 San Jacinto Blvd., Suite 320 Denton, Texas 76205 Luis Asencio 940-629-3517 <a href="mailto:luis@constructionjandl.com">luis@constructionjandl.com</a>		Timco - Services 200 N. Main Street Bristow, OK 74010 Rance Plunkett 918-367-1700 <a href="mailto:rplunkett@timco-services.com">rplunkett@timco-services.com</a>		Western Municipal Construction of Tx., LLC 402 Gulf Avenue Justin, Texas 76247 Michael Hern 940-648-0020 <a href="mailto:mhern@wmc-i.com">mhern@wmc-i.com</a>		P.O. Box 104 Celina, Texas 75009 Lewis Dickerson 972-382-2123			
8-INCH DUBLIN WATER LINE				PROFESSIONAL ENGINEERS Dallas, Texas											
BASE BID - SEGMENT 1 (SOUTH CITY LIMIT TO BETSY LANE)															
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension		
1	1	L.S.	Mobilization , Bonds and Insurance	\$58,358.00	\$ 58,358.00	\$80,000.00	\$ 80,000.00	\$260,000.00	\$ 260,000.00	\$86,000.00	\$ 86,000.00				
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	\$129.00	\$ 797,607.00	\$115.00	\$ 711,045.00	\$154.00	\$ 952,182.00	\$155.00	\$ 958,365.00				
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	\$85.00	\$ 18,615.00	\$95.00	\$ 20,805.00	\$125.00	\$ 27,375.00	\$152.00	\$ 33,288.00				
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	\$72.00	\$ 11,304.00	\$65.00	\$ 10,205.00	\$40.00	\$ 6,280.00	\$152.00	\$ 23,864.00				
5	6	Ea.	Furnish & Install 8-inch Resilient Seated Gate Valve	\$4,295.00	\$ 25,770.00	\$4,600.00	\$ 27,600.00	\$2,500.00	\$ 15,000.00	\$2,700.00	\$ 16,200.00				
6	12	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$2,833.00	\$ 33,996.00	\$3,500.00	\$ 42,000.00	\$1,800.00	\$ 21,600.00	\$1,800.00	\$ 21,600.00				
7	1	Ea.	Furnish & Install 4-Inch Resilient Seated Gate Valve	\$2,153.00	\$ 2,153.00	\$2,500.00	\$ 2,500.00	\$1,400.00	\$ 1,400.00	\$1,500.00	\$ 1,500.00				
8	5	Ea.	Cut, Plug & Abandon Exst. Water Line	\$2,222.00	\$ 11,110.00	\$1,000.00	\$ 5,000.00	\$3,900.00	\$ 19,500.00	\$1,000.00	\$ 5,000.00				
9	3	Ea.	Connect to Existing 6-Inch Water Line	\$2,948.00	\$ 8,844.00	\$2,800.00	\$ 8,400.00	\$5,700.00	\$ 17,100.00	\$3,000.00	\$ 9,000.00				
10	2	Ea.	Connect to Existing 8-Inch Water Line	\$3,978.00	\$ 7,956.00	\$2,900.00	\$ 5,800.00	\$6,800.00	\$ 13,600.00	\$3,200.00	\$ 6,400.00				
11	12	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$10,246.00	\$ 122,952.00	\$8,900.00	\$ 106,800.00	\$10,000.00	\$ 120,000.00	\$7,200.00	\$ 86,400.00				
12	11	Ea.	Remove & Salvage of Existing Fire Hydrant, including Valve and Piping	\$920.00	\$ 10,120.00	\$3,000.00	\$ 33,000.00	\$1,100.00	\$ 12,100.00	\$1,000.00	\$ 11,000.00				
13	40	Ea.	Transfer Water Service	\$1,425.00	\$ 57,000.00	\$1,500.00	\$ 60,000.00	\$2,700.00	\$ 108,000.00	\$2,500.00	\$ 100,000.00				
14	68	L.F.	Furnish & Install 2-Inch Service Line (DR9)	\$223.00	\$ 15,164.00	\$80.00	\$ 5,440.00	\$18.00	\$ 1,224.00	\$220.00	\$ 14,960.00				
15	7	S.Y.	Remove & Replace Concrete Pavement, including Sawcut	\$981.00	\$ 6,867.00	\$250.00	\$ 1,750.00	\$130.00	\$ 910.00	\$150.00	\$ 1,050.00				
16	7,536	S.Y.	Remove Asphalt Pavement, including Sawcut	\$8.00	\$ 60,288.00	\$40.00	\$ 301,440.00	\$28.00	\$ 211,008.00	\$15.00	\$ 113,040.00				
17	68	S.Y.	Removal & Replace Gravel Driveway	\$42.00	\$ 2,856.00	\$50.00	\$ 3,400.00	\$53.00	\$ 3,604.00	\$20.00	\$ 1,360.00				
18	7,536	S.Y.	Furnish & Lay Asphalt Pavement including Base	\$56.00	\$ 422,016.00	\$60.00	\$ 452,160.00	\$63.00	\$ 474,768.00	\$36.00	\$ 271,296.00				
19	1	L.S.	Furnish Trench Safety System Plan	\$4,298.00	\$ 4,298.00	\$1,500.00	\$ 1,500.00	\$570.00	\$ 570.00	\$1,000.00	\$ 1,000.00				
20	6,152	L.F.	Trench Safety System Implementation	\$3.00	\$ 18,456.00	\$12.00	\$ 73,824.00	\$5.70	\$ 35,066.40	\$2.00	\$ 12,304.00				
21	6,836	S.Y.	Furnish & Establish Hydromulch	\$4.00	\$ 27,344.00	\$3.00	\$ 20,508.00	\$5.90	\$ 40,332.40	\$2.75	\$ 18,799.00				
22	1	L.S.	Furnish Erosion Control Plan	\$4,231.00	\$ 4,231.00	\$1,500.00	\$ 1,500.00	\$850.00	\$ 850.00	\$1,000.00	\$ 1,000.00				
23	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$16,780.00	\$ 16,780.00	\$10,000.00	\$ 10,000.00	\$37,000.00	\$ 37,000.00	\$13,000.00	\$ 13,000.00				
24	1	L.S.	Furnish Traffic Control Plan	\$3,188.00	\$ 3,188.00	\$1,500.00	\$ 1,500.00	\$850.00	\$ 850.00	\$2,000.00	\$ 2,000.00				
25	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$19,000.00	\$ 19,000.00	\$30,000.00	\$ 30,000.00	\$100,000.00	\$ 100,000.00	\$15,750.00	\$ 15,750.00				
TOTAL BASE BID AMOUNT: (ITEMS 1 THROUGH 25)					\$ 1,766,273.00		\$ 2,016,177.00		\$ 2,480,319.80		\$ 1,824,176.00				

TABULATION OF BIDS				BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.	
Date: <u>October 3, 2024</u>				A&M Construction & Utilities, Inc. 4950 Grisham Dr. Rowlett, TX 75088 Marisela Banda, President 972-412-0255 <a href="mailto:mbanda@amconstructionutility.com">mbanda@amconstructionutility.com</a>		Excel 4 Construction, LLC P.O. Box 4739 Fort Worth, Texas 76164 Luis Conchas 817-457-3399 <a href="mailto:Luis.conchas-XL4@yahoo.com">Luis.conchas-XL4@yahoo.com</a>		La Banda, LLC 523 Neomi Avenue Dallas, Texas 75217 Arturo Banda 214-549-2147 <a href="mailto:labandallc@gmail.com">labandallc@gmail.com</a>		<del>0425 Evelyn Road, Suite 20</del> Dallas Texas 75252 Antonio Evangelista 972-330-6767 <a href="mailto:fourstarexcavating@gmail.com">fourstarexcavating@gmail.com</a>	
Project: CITY OF PARKER 8-INCH DUBLIN WATER LINE				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas							
ADDITIVE ALTERNATE NO. 1 - SEGMENT 2 (BETSY TO PARKER ROAD)											
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
101	1	L.S.	Mobilization, Bonds and Insurance	\$67,000.00	\$ 67,000.00	\$12,000.00	\$ 12,000.00	\$80,000.00	\$ 80,000.00	\$52,000.00	\$ 52,000.00
102	5,918	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	\$ 455,686.00	\$101.00	\$ 597,718.00	\$79.00	\$ 467,522.00	\$116.00	\$ 686,488.00
103	177	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	\$65.00	\$ 11,505.00	\$89.00	\$ 15,753.00	\$80.00	\$ 14,160.00	\$104.00	\$ 18,408.00
104	13	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$2,200.00	\$ 28,600.00	\$3,100.00	\$ 40,300.00	\$4,400.00	\$ 57,200.00	\$2,800.00	\$ 36,400.00
105	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	\$1,900.00	\$ 22,800.00
106	5	Ea.	Cut, Plug & Abandon Existing Water Line, including Valve	\$900.00	\$ 4,500.00	\$1,500.00	\$ 7,500.00	\$1,000.00	\$ 5,000.00	\$300.00	\$ 1,500.00
107	1	Ea.	Connect to Existing 4-Inch Water Line	\$6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$2,500.00	\$ 2,500.00	\$9,500.00	\$ 9,500.00
108	1	Ea.	Connect to Existing 6-Inch Water Line	\$6,100.00	\$ 6,100.00	\$6,100.00	\$ 6,100.00	\$3,000.00	\$ 3,000.00	\$9,600.00	\$ 9,600.00
109	3	Ea.	Connect to Existing 8-Inch Water Line	\$5,500.00	\$ 16,500.00	\$6,300.00	\$ 18,900.00	\$3,500.00	\$ 10,500.00	\$9,700.00	\$ 29,100.00
110	12	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$6,200.00	\$ 74,400.00	\$7,300.00	\$ 87,600.00	\$8,000.00	\$ 96,000.00	\$6,200.00	\$ 74,400.00
111	5	Ea.	Remove & Salvage Existing Fire Hydrant, including Valve and Piping	\$1,900.00	\$ 9,500.00	\$600.00	\$ 3,000.00	\$500.00	\$ 2,500.00	\$200.00	\$ 1,000.00
112	26	Ea.	Transfer Water Service	\$2,100.00	\$ 54,600.00	\$1,600.00	\$ 41,600.00	\$2,000.00	\$ 52,000.00	\$1,800.00	\$ 46,800.00
113	6,930	S.Y.	Remove Asphalt Pavement, including Sawcut	\$20.50	\$ 142,065.00	\$21.00	\$ 145,530.00	\$20.00	\$ 138,600.00	\$6.50	\$ 45,045.00
114	6,930	S.Y.	Furnish & Lay Asphalt Pavement including Base	\$52.00	\$ 360,360.00	\$66.00	\$ 457,380.00	\$88.00	\$ 609,840.00	\$71.50	\$ 495,495.00
115	112	S.Y.	Remove & Replace Concrete Driveway	\$135.00	\$ 15,120.00	\$125.00	\$ 14,000.00	\$75.00	\$ 8,400.00	\$150.00	\$ 16,800.00
116	40	S.Y.	Remove & Replace Gravel Driveway	\$60.00	\$ 2,400.00	\$36.00	\$ 1,440.00	\$45.00	\$ 1,800.00	\$50.00	\$ 2,000.00
117	1	L.S.	Furnish Trench Safety System Plan	\$2,500.00	\$ 2,500.00	\$500.00	\$ 500.00	\$2,500.00	\$ 2,500.00	\$600.00	\$ 600.00
118	5,922	L.F.	Trench Safety System Implementation	\$1.00	\$ 5,922.00	\$1.00	\$ 5,922.00	\$3.00	\$ 17,766.00	\$1.00	\$ 5,922.00
119	6,580	S.Y.	Furnish & Establish Hydromulch	\$6.00	\$ 39,480.00	\$2.00	\$ 13,160.00	\$5.00	\$ 32,900.00	\$2.50	\$ 16,450.00
120	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	\$800.00	\$ 800.00
121	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$20,000.00	\$ 20,000.00	\$6,300.00	\$ 6,300.00	\$25,000.00	\$ 25,000.00	\$5,500.00	\$ 5,500.00
122	1	L.S.	Furnish Traffic Control Plan	\$14,000.00	\$ 14,000.00	\$500.00	\$ 500.00	\$2,500.00	\$ 2,500.00	\$400.00	\$ 400.00
123	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$62,000.00	\$ 62,000.00	\$58,000.00	\$ 58,000.00	\$20,000.00	\$ 20,000.00	\$3,000.00	\$ 3,000.00
TOTAL ADDITIVE ALTERNATE NO. 1 BID AMOUNT: (ITEMS 101 THROUGH 123)					\$1,421,938.00		\$ 1,565,403.00		\$ 1,689,488.00		\$ 1,580,008.00

TABULATION OF BIDS				Date: <u>October 3, 2024</u>		BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.			
Project: CITY OF PARKER 8-INCH DUBLIN WATER LINE				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas				J&L Construction, LLC 2220 San Jacinto Blvd., Suite 320 Denton, Texas 76205 Luis Asencio 940-629-3517 luis@constructionjandl.com		Timco - Services 200 N. Main Street Bristow, OK 74010 Rance Plunkett 918-367-1700 rplunkett@timco-services.com		Western Municipal Construction of Tx., LLC 402 Gulf Avenue Justin, Texas 76247 Michael Hern 940-648-0020 mhern@wmc-i.com		P.O. Box 101 Celina, Texas 75009 Lewis Dickerson 972-382-2123	
ADDITIVE ALTERNATE NO. 1 - SEGMENT 2 (BETSY TO PARKER ROAD)															
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension		
101	1	L.S.	Mobilization, Bonds and Insurance	\$55,909.00	\$ 55,909.00	\$80,000.00	\$ 80,000.00	\$144,250.00	\$ 144,250.00	\$80,000.00	\$ 80,000.00				
102	5,918	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	\$120.00	\$ 710,160.00	\$115.00	\$ 680,570.00	\$154.00	\$ 911,372.00	\$155.00	\$ 917,290.00				
103	177	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	\$106.00	\$ 18,762.00	\$95.00	\$ 16,815.00	\$125.00	\$ 22,125.00	\$152.00	\$ 26,904.00				
104	13	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$3,788.00	\$ 49,244.00	\$4,600.00	\$ 59,800.00	\$2,500.00	\$ 32,500.00	\$2,700.00	\$ 35,100.00				
105	12	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$2,662.00	\$ 31,944.00	\$3,500.00	\$ 42,000.00	\$1,800.00	\$ 21,600.00	\$1,800.00	\$ 21,600.00				
106	5	Ea.	Cut, Plug & Abandon Existing Water Line, including Valve	\$1,361.00	\$ 6,805.00	\$1,000.00	\$ 5,000.00	\$3,900.00	\$ 19,500.00	\$1,000.00	\$ 5,000.00				
107	1	Ea.	Connect to Existing 4-Inch Water Line	\$2,537.00	\$ 2,537.00	\$2,800.00	\$ 2,800.00	\$4,200.00	\$ 4,200.00	\$3,000.00	\$ 3,000.00				
108	1	Ea.	Connect to Existing 6-Inch Water Line	\$3,634.00	\$ 3,634.00	\$2,800.00	\$ 2,800.00	\$4,900.00	\$ 4,900.00	\$3,000.00	\$ 3,000.00				
109	3	Ea.	Connect to Existing 8-Inch Water Line	\$3,075.00	\$ 9,225.00	\$2,900.00	\$ 8,700.00	\$4,300.00	\$ 12,900.00	\$3,200.00	\$ 9,600.00				
110	12	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$10,608.00	\$ 127,296.00	\$8,900.00	\$ 106,800.00	\$10,000.00	\$ 120,000.00	\$7,200.00	\$ 86,400.00				
111	5	Ea.	Remove & Salvage Existing Fire Hydrant, including Valve and Piping	\$1,218.00	\$ 6,090.00	\$3,000.00	\$ 15,000.00	\$1,100.00	\$ 5,500.00	\$1,000.00	\$ 5,000.00				
112	26	Ea.	Transfer Water Service	\$1,976.00	\$ 51,376.00	\$1,500.00	\$ 39,000.00	\$2,700.00	\$ 70,200.00	\$2,500.00	\$ 65,000.00				
113	6,930	S.Y.	Remove Asphalt Pavement, including Sawcut	\$11.00	\$ 76,230.00	\$40.00	\$ 277,200.00	\$25.00	\$ 173,250.00	\$1,500.00	\$ 10,395,000.00				
114	6,930	S.Y.	Furnish & Lay Asphalt Pavement including Base	\$56.00	\$ 388,080.00	\$60.00	\$ 415,800.00	\$63.00	\$ 436,590.00	\$36.00	\$ 249,480.00				
115	112	S.Y.	Remove & Replace Concrete Driveway	\$80.00	\$ 8,960.00	\$200.00	\$ 22,400.00	\$130.00	\$ 14,560.00	\$150.00	\$ 16,800.00				
116	40	S.Y.	Remove & Replace Gravel Driveway	\$72.00	\$ 2,880.00	\$50.00	\$ 2,000.00	\$53.00	\$ 2,120.00	\$20.00	\$ 800.00				
117	1	L.S.	Furnish Trench Safety System Plan	\$3,765.00	\$ 3,765.00	\$1,500.00	\$ 1,500.00	\$570.00	\$ 570.00	\$1,000.00	\$ 1,000.00				
118	5,922	L.F.	Trench Safety System Implementation	\$3.00	\$ 17,766.00	\$12.00	\$ 71,064.00	\$5.70	\$ 33,755.40	\$2.00	\$ 11,844.00				
119	6,580	S.Y.	Furnish & Establish Hydromulch	\$4.00	\$ 26,320.00	\$3.00	\$ 19,740.00	\$6.00	\$ 39,480.00	\$2.75	\$ 18,095.00				
120	1	L.S.	Furnish Erosion Control Plan	\$3,721.00	\$ 3,721.00	\$1,500.00	\$ 1,500.00	\$850.00	\$ 850.00	\$1,000.00	\$ 1,000.00				
121	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$15,076.00	\$ 15,076.00	\$10,000.00	\$ 10,000.00	\$39,000.00	\$ 39,000.00	\$12,000.00	\$ 12,000.00				
122	1	L.S.	Furnish Traffic Control Plan	\$3,215.00	\$ 3,215.00	\$1,500.00	\$ 1,500.00	\$850.00	\$ 850.00	\$2,000.00	\$ 2,000.00				
123	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$18,376.00	\$ 18,376.00	\$30,000.00	\$ 30,000.00	\$91,000.00	\$ 91,000.00	\$15,000.00	\$ 15,000.00				
TOTAL ADDITIVE ALTERNATE NO. 1 BID AMOUNT: (ITEMS 101 THROUGH 123)					\$ 1,637,371.00		\$ 1,911,989.00		\$ 2,201,072.40		\$ 11,980,913.00				

TABULATION OF BIDS				BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.	
Date: October 3, 2024				A&M Construction & Utilities, Inc. 4950 Grisham Dr. Rowlett, TX 75088 Marisela Banda, President 972-412-0255 mbanda@amconstructionutility.com		Excel 4 Construction, LLC P.O. Box 4739 Fort Worth, Texas 76164 Luis Conchas 817-457-3399 Luis.conchas-XL4@yahoo.com		La Banda, LLC 523 Neomi Avenue Dallas, Texas 75217 Arturo Banda 214-549-2147 labandallc@gmail.com		0025 Levee Road, Suite 20 Dallas Texas 75252 Antonio Evangelista 972-330-6767 fourstarexcavating@gmail.com	
Project: CITY OF PARKER 8-INCH DUBLIN WATER LINE				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas							
ADDITIVE ALTERNATE NO. 2 - SEGMENT 3 (DUBLIN TO BLUFFS)											
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
201	1	L.S.	Mobilization , Bonds and Insurance		\$ -	\$12,000.00	\$ 12,000.00	\$20,000.00	\$ 20,000.00	\$13,000.00	\$ 13,000.00
202	2,071	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		\$ -	\$101.00	\$ 209,171.00	\$75.00	\$ 155,325.00	\$118.00	\$ 244,378.00
203	320	L.F.	Furnish & Install 8-Inch P.V.C. AWWA C900 DR18 Water Line Other Than by Open Cut with Fittings		\$ -	\$377.00	\$ 120,640.00	\$500.00	\$ 160,000.00	\$334.00	\$ 106,880.00
204	20	L.F.	Furnish & Install 8-Inch P.V.C. AWWA C900 DR18 Water Line Other Than by Open Cut with Steel Encasement and Fittings		\$ -	\$600.00	\$ 12,000.00	\$450.00	\$ 9,000.00	\$829.00	\$ 16,580.00
205	6	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		\$ -	\$97.00	\$ 582.00	\$100.00	\$ 600.00	\$98.00	\$ 588.00
206	3	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve		\$ -	\$3,100.00	\$ 9,300.00	\$4,400.00	\$ 13,200.00	\$2,800.00	\$ 8,400.00
207	1	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve		\$ -	\$2,100.00	\$ 2,100.00	\$2,900.00	\$ 2,900.00	\$1,900.00	\$ 1,900.00
208	2	Ea.	Connect to Existing 8-Inch Water Line		\$ -	\$6,300.00	\$ 12,600.00	\$3,500.00	\$ 7,000.00	\$9,600.00	\$ 19,200.00
209	1	Ea.	Furnish & Install Standard Fire Hydrant Assembly		\$ -	\$7,300.00	\$ 7,300.00	\$8,000.00	\$ 8,000.00	\$6,200.00	\$ 6,200.00
210	364	L.F.	Furnish & Install 2-Inch Service Line		\$ -	\$47.00	\$ 17,108.00	\$50.00	\$ 18,200.00	\$190.00	\$ 69,160.00
211	8	S.Y.	Remove & Replace Concrete Pavement, including Sawcut		\$ -	\$276.00	\$ 2,208.00	\$200.00	\$ 1,600.00	\$450.00	\$ 3,600.00
212	0	Ea.	Transfer Water Service		\$ -	\$1,600.00	\$ -	\$0.00	\$ -	\$1,800.00	\$ -
213	1	L.S.	Furnish Trench Safety System Plan		\$ -	\$500.00	\$ 500.00	\$2,000.00	\$ 2,000.00	\$600.00	\$ 600.00
214	2,071	L.F.	Trench Safety System Implementation		\$ -	\$1.00	\$ 2,071.00	\$3.00	\$ 6,213.00	\$1.00	\$ 2,071.00
215	2,301	S.Y.	Furnish & Establish Hydromulch		\$ -	\$2.00	\$ 4,602.00	\$5.00	\$ 11,505.00	\$3.00	\$ 6,903.00
216	1	L.S.	Furnish Erosion Control Plan		\$ -	\$1,000.00	\$ 1,000.00	\$2,500.00	\$ 2,500.00	\$800.00	\$ 800.00
217	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices		\$ -	\$6,300.00	\$ 6,300.00	\$5,000.00	\$ 5,000.00	\$5,500.00	\$ 5,500.00
218	1	L.S.	Furnish Traffic Control Plan		\$ -	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00	\$400.00	\$ 400.00
219	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices		\$ -	\$58,000.00	\$ 58,000.00	\$10,000.00	\$ 10,000.00	\$3,000.00	\$ 3,000.00
TOTAL ADDITIVE ALTERNATE NO. 2 BID AMOUNT: (ITEMS 201 THROUGH 219)					\$ -		\$ 477,982.00		\$ 434,043.00		\$ 509,160.00
TOTAL PROJECT BID AMOUNT: (BASE BID + ADD. ALT. NO. 1 + ADD. ALT. NO. 2)					\$2,961,490.00		\$3,735,600.00		\$3,744,920.00		\$3,783,962.00

	Total not added correctly.
	Bidder's written out unit prices & numerical numbers do not match - Written out unit prices takes precedence

TABULATION OF BIDS				Date: <u>October 3, 2024</u>		BID OF		BID OF		BID OF		Meeting Date: 04/15/2025 Item 8.	
Project: CITY OF PARKER 8-INCH DUBLIN WATER LINE				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		J&L Construction, LLC 2220 San Jacinto Blvd., Suite 320 Denton, Texas 76205 Luis Asencio 940-629-3517 luis@constructionjandl.com		Timco - Services 200 N. Main Street Bristow, OK 74010 Rance Plunkett 918-367-1700 rplunkett@timco-services.com		Western Municipal Construction of Tx., LLC 402 Gulf Avenue Justin, Texas 76247 Michael Hern 940-648-0020 mhern@wmc-i.com		P.O. Box 104 Celina, Texas 75009 Lewis Dickerson 972-382-2123	
ADDITIVE ALTERNATE NO. 2 - SEGMENT 3 (DUBLIN TO BLUFFS)													
Item No.	Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
201	1	L.S.	Mobilization , Bonds and Insurance	\$23,956.00	\$ 23,956.00	\$30,000.00	\$ 30,000.00	\$49,000.00	\$ 49,000.00	\$23,000.00	\$ 23,000.00		
202	2,071	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	\$141.00	\$ 292,011.00	\$115.00	\$ 238,165.00	\$154.00	\$ 318,934.00	\$135.00	\$ 279,585.00		
203	320	L.F.	Furnish & Install 8-Inch P.V.C. AWWA C900 DR18 Water Line Other Than by Open Cut with Fittings	\$224.00	\$ 71,680.00	\$175.00	\$ 56,000.00	\$380.00	\$ 121,600.00	\$200.00	\$ 64,000.00		
204	20	L.F.	Furnish & Install 8-Inch P.V.C. AWWA C900 DR18 Water Line Other Than by Open Cut with Steel Encasement and Fittings	\$190.00	\$ 3,800.00	\$1,600.00	\$ 32,000.00	\$1,100.00	\$ 22,000.00	\$400.00	\$ 8,000.00		
205	6	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	\$98.00	\$ 588.00	\$95.00	\$ 570.00	\$110.00	\$ 660.00	\$152.00	\$ 912.00		
206	3	Ea.	Furnish & Install 8-Inch Resilient Seated Gate Valve	\$2,863.00	\$ 8,589.00	\$4,600.00	\$ 13,800.00	\$2,500.00	\$ 7,500.00	\$200,700.00	\$ 602,100.00		
207	1	Ea.	Furnish & Install 6-Inch Resilient Seated Gate Valve	\$3,141.00	\$ 3,141.00	\$3,500.00	\$ 3,500.00	\$1,800.00	\$ 1,800.00	\$1,800.00	\$ 1,800.00		
208	2	Ea.	Connect to Existing 8-Inch Water Line	\$3,375.00	\$ 6,750.00	\$2,900.00	\$ 5,800.00	\$5,000.00	\$ 10,000.00	\$3,200.00	\$ 6,400.00		
209	1	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$10,325.00	\$ 10,325.00	\$8,900.00	\$ 8,900.00	\$10,000.00	\$ 10,000.00	\$7,200.00	\$ 7,200.00		
210	364	L.F.	Furnish & Install 2-Inch Service Line	\$50.00	\$ 18,200.00	\$80.00	\$ 29,120.00	\$16.00	\$ 5,824.00	\$220.00	\$ 80,080.00		
211	8	S.Y.	Remove & Replace Concrete Pavement, including Sawcut	\$1,013.00	\$ 8,104.00	\$250.00	\$ 2,000.00	\$130.00	\$ 1,040.00	\$150.00	\$ 1,200.00		
212	0	Ea.	Transfer Water Service	\$0.00	\$ -	\$1,500.00	\$ -	\$0.00	\$ -	\$0.00	\$ -		
213	1	L.S.	Furnish Trench Safety System Plan	\$3,806.00	\$ 3,806.00	\$1,500.00	\$ 1,500.00	\$280.00	\$ 280.00	\$500.00	\$ 500.00		
214	2,071	L.F.	Trench Safety System Implementation	\$4.00	\$ 8,284.00	\$12.00	\$ 24,852.00	\$5.70	\$ 11,804.70	\$2.00	\$ 4,142.00		
215	2,301	S.Y.	Furnish & Establish Hydromulch	\$4.00	\$ 9,204.00	\$3.00	\$ 6,903.00	\$10.00	\$ 23,010.00	\$2.75	\$ 6,327.75		
216	1	L.S.	Furnish Erosion Control Plan	\$1,342.00	\$ 1,342.00	\$1,500.00	\$ 1,500.00	\$430.00	\$ 430.00	\$500.00	\$ 500.00		
217	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices	\$8,950.00	\$ 8,950.00	\$5,000.00	\$ 5,000.00	\$39,000.00	\$ 39,000.00	\$4,500.00	\$ 4,500.00		
218	1	L.S.	Furnish Traffic Control Plan	\$1,342.00	\$ 1,342.00	\$1,500.00	\$ 1,500.00	\$570.00	\$ 570.00	\$500.00	\$ 500.00		
219	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices	\$3,476.00	\$ 3,476.00	\$10,000.00	\$ 10,000.00	\$37,000.00	\$ 37,000.00	\$1,500.00	\$ 1,500.00		
TOTAL ADDITIVE ALTERNATE NO. 2 BID AMOUNT: (ITEMS 201 THROUGH 219)					\$ 483,548.00		\$ 471,110.00		\$ 660,452.70		\$ 1,092,246.75		
TOTAL PROJECT BID AMOUNT: (BASE BID + ADD. ALT. NO. 1 + ADD. ALT. NO. 2)					\$3,887,192.00		\$4,399,276.00		\$5,341,844.90		\$14,897,335.75		

Total not added correctly.

Bidder's written out unit prices & numerical numbers do not match - Written out unit prices takes precedence

# CITY OF PARKER, TEXAS

CONSTRUCTION PLANS FOR:

## DUBLIN ROAD WATERLINES

### CITY COUNCIL

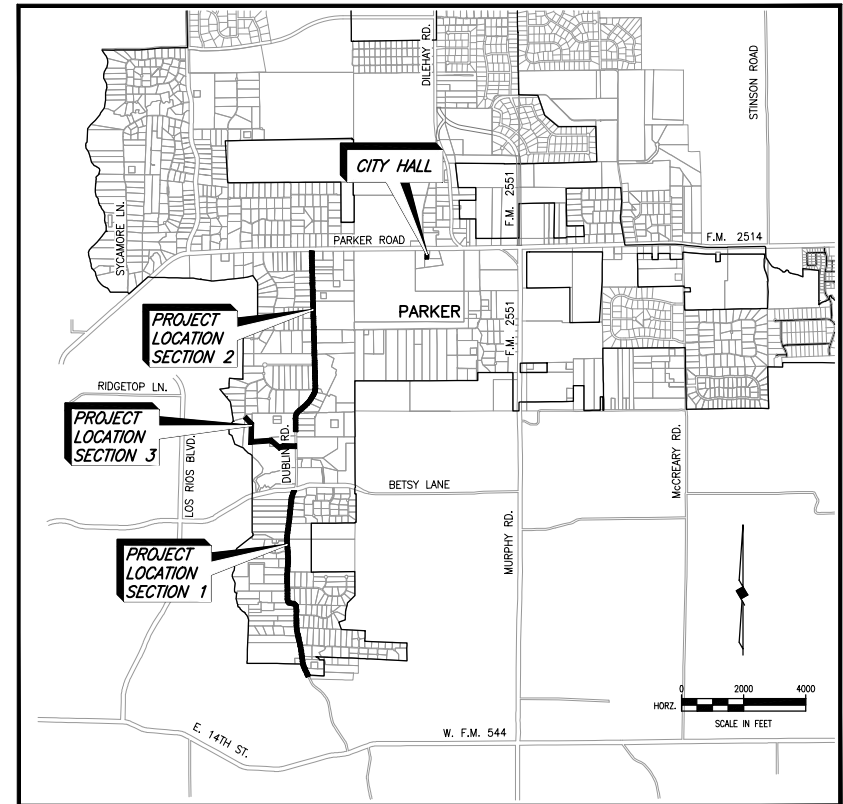
LEE PETTLE, MAYOR  
JIM REED, MAYOR PRO TEM  
TODD FECHT  
BUDDY PILGRIM  
AMANDA NOE  
RANDY KERCHO

### CITY ADMINISTRATOR

LUKE OLSON

### DIRECTOR OF PUBLIC WORKS

GARY MACHADO



LOCATION MAP  
SHEET INDEX

PREPARED BY

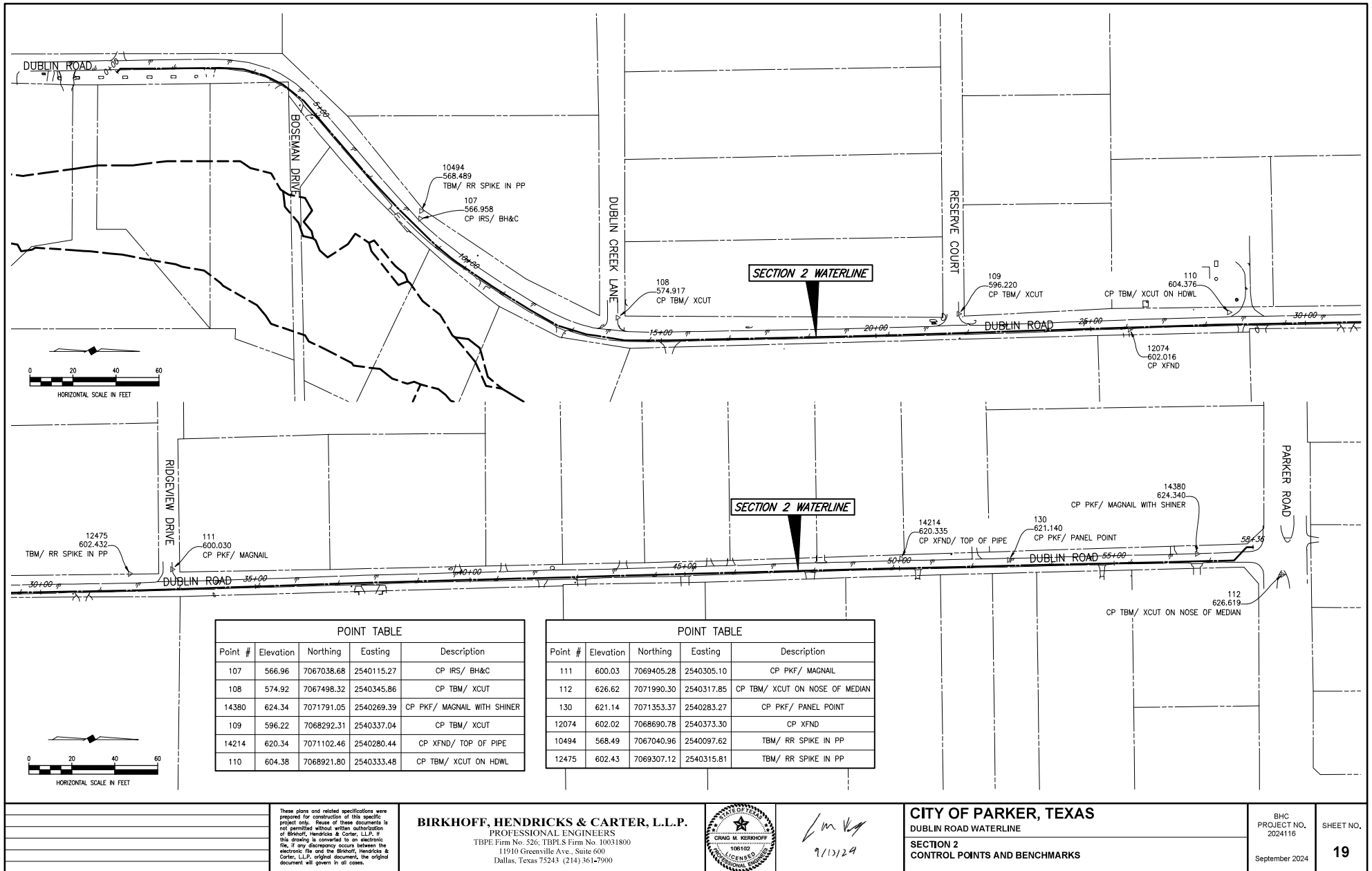
**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

PROFESSIONAL ENGINEERS  
Texas Firm F526 TBPLS Firm No. 10031800  
11910 Greenville Ave., Suite 600, Dallas, Texas 75243  
Phone: 214-361-7900

**SEPTEMBER 2024**



*LM*  
9/12/24



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
 PROFESSIONAL ENGINEERS  
 TBPE Firm No. 526; TBPLS Firm No. 10031800  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243 (214) 361-7900



*Ken Burks*  
 9/13/24

**CITY OF PARKER, TEXAS**  
 DUBLIN ROAD WATERLINE  
**SECTION 2**  
 CONTROL POINTS AND BENCHMARKS

BHC  
 PROJECT NO.  
 2024116  
 September 2024

SHEET NO.  
**19**





## 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:	April 11, 2025
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Ordinance</a></li> <li>2. <a href="#">ILA</a></li> </ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 890 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ESTABLISHING BOUNDARY LINES BETWEEN THE CITY OF PARKER AND THE CITY OF LUCAS; PROVIDING FOR DISANNEXATION OF PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

### SUMMARY

Additional information shall be provided at the meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

#### Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/xx/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025

**ORDINANCE NO. 890**  
*(Interlocal Agreement with Lucas- Boundary and Road maintenance)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ESTABLISHING BOUNDARY LINES BETWEEN THE CITY OF PARKER AND THE CITY OF LUCAS; PROVIDING FOR DISANNEXATION OF PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; 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**, the City of Lucas (“Lucas”) is a home rule municipality located in Collin County, Texas, with the rights and privileges thereto; and

**WHEREAS**, the City and Lucas (collectively, “Cities”) have previously adopted boundary agreements found in Parker Ordinance No. 176 and No. 433; and

**WHEREAS**, annexations have occurred since 1998 that have impaired the efficacy of the most recent boundary agreement; and

**WHEREAS**, the Cities recognize the need to work together on development issues affecting both communities; and

**WHEREAS**, the City finds that it is in the public interest to agree on responsibility for maintenance of the Lewis Lane and Lucas Road; and

**WHEREAS**, the Cities have determined that it is in their best interest to mutually agree to certain jurisdictional boundaries to provide clarity, reduce the cost, and increase the effectiveness and efficiency of maintenance and repair of portions of West Lucas Road and Lewis Lane; and

**WHEREAS**, the Interlocal Agreement (“Agreement”), attached hereto as Exhibit 1, is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act;

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

**Section 1.** 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.** The Mayor is authorized to execute the agreement attached hereto as Exhibit 1, and all other necessary and related documents in connection therewith on behalf of the City of Parker.

**Section 3.** The City of Parker does disannex the portion of Lucas Road described in Parker Ordinance No. 681.

**Section 4.** The City of Parker does disannex the portions of Lewis Lane described in Parker Ordinance Nos. 681 and 749.

**Section 5.** This Ordinance shall be recorded in the real estate records of Collin County, Texas.

**Section 6. 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 7. 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 be invalid, illegal, or unconstitutional, and shall not affect the validity of Ordinance as a whole.

**Section 8. Proper Notice and Meeting**

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

**Section 9. Effective Date**

This Ordinance shall not be effective until the City of Lucas passes an Ordinance authorizing the execution of the Agreement attached hereto as Exhibit 1 and said Agreement has been signed by an authorized representative of the City of Lucas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 15<sup>TH</sup> DAY OF APRIL 2025.**

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Lee Pettie, Mayor

ATTEST:

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Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

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Catherine Clifton, Interim City Attorney

Proposed



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	April 10, 2025
Exhibits:		

### AGENDA SUBJECT

DISCUSS AND CONSIDER REFERRAL OF THE DEVELOPMENT OF ZONING CODE FOR COMMERCIAL/RETAIL TO THE PLANNING AND ZONING (P&Z) COMMISSION FOR DEVELOPMENT AND RECOMMENDATIONS.

### SUMMARY

### POSSIBLE ACTION

City Council may direct staff or P&Z to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/10/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025



## 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: April 11, 2025
Exhibits:	<ol style="list-style-type: none"> <li>1. Proposed Services Agreement</li> <li>2. Notice of Public Hearing</li> <li>3. Proposed Ord. No. 892 authorizing execution of the MSA</li> <li>4. Annexation Application (which is an exhibit to the MSA and the Ordinances. The metes and bounds, and map are Exhibit A.1)</li> <li>5. Proposed Ord. No. 893 Annexation</li> <li>6. Proposed Ord. No. 894 Zoning</li> </ol>

### AGENDA SUBJECT

#### **BUCKINGHAM LOT VENTURE, LTD. ESTATES 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS. MUNICIPAL SERVICES AGREEMENT (MSA) AND ANNEXATION:**

BUCKINGHAM LOT VENTURE, LTD. ESTATES 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS WAS ON THE FEBRUARY 4, 2025 CITY COUNCIL AGENDA AND POSTPONED AND THEN AT THE FEBRUARY 25, 2025 CITY COUNCIL MEETING RESOLUTION NO. 2025-831 WAS APPROVED AND AN AGREEMENT BETWEEN THE CITY OF PARKER AND BUCKINGHAM LOT VENTURE, LTD., AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND TAKE ALL ACTION NECESSARY TO COMPLY WITH THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE (BUCKINGHAM ESTATES) WAS APPROVED 4-1 [KERCHO, LYNCH, NOE, PILGRIM/FECHT].

BUCKINGHAM LOT VENTURE, LTD. ESTATES 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS MUNICIPAL SERVICES AGREEMENT (MSA).

PUBLIC HEARING FOR ANNEXATION OF BUCKINGHAM LOT VENTURE, LTD. **ESTATES** 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS.

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 892, AUTHORIZING EXECUTION OF THE MUNICIPAL SERVICES AGREEMENT (MSA).

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 893, ANNEXING APPROXIMATELY 48.493 ACRE TRACT OUT OF THE S.T. LEWIS SURVEY, ABSTRACT NO. 529 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS INTO THE CITY LIMITS.

### SUMMARY

Please review the information provided for Buckingham Lot Venture, LTD 48.493 acre tract out of the S.T. Lewis Survey, Abstract No. 529 in the City of Parker, Collin County, Texas, to consider the proposed Municipal Services Agreement (MSA), annexation, and zoning.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025



Order Number	10329
Today's Date	2 Apr 2025
P.O. Number	Patti Scott Grey,
Sales Rep(s)	David Ferster

**Remit Payments (with Acct Number) to:**

**Medium Giant, Attn: Accounts Receivable / 4th Floor, 1954  
Commerce St, Dallas, TX 75201-5205**

**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	\$328.81
Estimated Tax	\$0.00
<b>Total</b>	<b>\$328.81</b>

**Products**

Line No.	Product	Description	First Issue Date	Number of Issues	Size / Lines	Amount
39035	The Dallas Morning News	City of Parker 24 - Legal Notices Legal Notices --> Legal Notices	4/4/2025	1	3x1.646	\$---

**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:

50.273 Acre Tract out of the S.T. Lewis Survey, Abstract No. 529 in the City of Parker, Collin County, Texas..

The Public Hearing will be held by and before the City Council at a scheduled meeting on Tuesday, April 15, 2025, 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. 892*****(Municipal Services Agreement for Buckingham Lot Venture, 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 BUCKINGHAM LOT VENTURE, LTD. FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 48.493 ACRES OF LAND REQUESTED BY OWNER TO BE ANNEXED, GENERALLY LOCATED IN THE S.T. LEWIS SURVEY, ABSTRACT NO. 529, IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the applicant Buckingham Lot Venture, Ltd. (hereafter the “Owner”) has submitted a petition for voluntary annexation of approximately 48.493 acres situated in the S.T. Lewis Survey, Abstract No. 529, 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 15<sup>TH</sup> DAY OF APRIL, 2025.**

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

EXHIBIT A  
MUNICIPAL SERVICES AGREEMENT  
BUCKINGHAM LOT VENTURE, LTD.

Proposed

## MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into this 15<sup>th</sup> day of April 2025 by and between the City of Parker, Texas, a Type-A General Law municipality ("City") and Buckingham Lot Venture, 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 48.493 acres situated in the S.T. Lewis Survey, Abstract No. 529 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 area 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 Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**EXHIBIT A**

[Annexation Application, Legal Description  
and Survey of Property]



## MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into this 15<sup>th</sup> day of April 2025 by and between the City of Parker, Texas, a Type-A General Law municipality ("City") and Buckingham Lot Venture, Ltd., a Texas limited partnership (hereafter "Owner" whether one or more).

### **RECITALS:**

**WHEREAS**, the Owner owns approximately 48.493 acres situated in the S.T. Lewis Survey, Abstract No. 529 located in the City's extraterritorial jurisdiction, as described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the City and Owner previously entered into that certain Annexation and Development Agreement with respect to the Property dated effective as of February 26, 2025, recorded in the Real Property Records of Collin County, Texas on March 3, 2025 as Instrument No. 2025000023836 ("Annexation and Development Agreement"); and

**WHEREAS**, subject to the terms thereof, the Annexation and Development Agreement constitutes a petition to the City for annexation of the Property; and

**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 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 of the Property 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.
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.

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 area 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;
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4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

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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;
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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, the Annexation and Development Agreement and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance and in accordance with the terms of the Annexation and Development Agreement.

As new development occurs within the Property, extensions of water distribution mains and cost participation, if required, shall be in accordance with the existing at the time City ordinances and policies, except as modified in the Annexation and Development Agreement. Water service capacity shall be provided consistent with 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, as modified by the Annexation and Development Agreement. 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. The City shall permit the installation and use of an on-site (septic) wastewater system for all residential development within the Property. No wastewater facilities shall be required for development within the Property.

## **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 of the Property 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 with respect to the subject matter hereof. Notwithstanding the foregoing, this Agreement does not supersede or amend the Annexation and Development Agreement, which Annexation and Development Agreement remains in full force and effect with respect to all terms thereof. In the event of a conflict between this Agreement and the Annexation and Development Agreement, the Annexation and Development Agreement shall control. 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.

[Signatures appear on the following page(s).]

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

**CITY**

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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

**OWNER**

Buckingham Lot Venture, LTD.,  
a Texas limited partnership

By: Buckingham Lot Venture GP Corporation,  
a Texas corporation  
its General Partner

By:\_\_\_\_\_  
Adam Buczek, President

**EXHIBIT A**

## Legal Description of Property

## LEGAL DESCRIPTION (ETJ Property)

BEING, a tract of land situated in the S.T. Lewis Survey, Abstract Number 529, in the City of Parker, Texas, Collin County, Texas, being all of a 4.229 acre tract, as described in Doc. No. 2024000054350 in the Deed Records of Collin County, Texas, and all of a 18.41 acre tract and a 1.00 acre tract, as described in 2023000115301 in said Deed Records and a 24.268 acre tract, as described in 2023000066710 in said Deed Records and a portion of an 8.225 acre tract, as described in 2023000141617 in said Deed Records and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron found at the most northerly northwest corner of said 4.229 acre tract being in the south line of Parker Road (Variable R.O.W.);

THENCE, South 80°51'55" East, along the north line of said 4.229 acre tract and the south line of said Parker Road, for a distance of 435.31 feet;

THENCE, South 15°12'29" East, continuing along said north and south lines, for a distance of 52.74 feet;

THENCE, South 82°53'43" East, continuing along said lines, for distance of 125.97 feet;

THENCE, North 53°17'51" East, continuing along said lines, for a distance of 79.79 feet;

THENCE, South 89°46'26" East, continuing along said lines, for a distance of 82.45 feet, at the northeast corner of said 4.229 acre tract and the northwest corner of said 8.225 acre tract;

THENCE, South 01°05'11" West, departing said south line and along the east line of said 4.229 acre tract and the west line of said 8.225 acre tract, at 232.90 feet, passing the southeast corner of said 4.229 acre tract and the most northerly northeast corner of said 18.41 acre tract, for a total of distance of 600.76 feet, to a calculated point for corner;

THENCE, South 88°54'49" East, departing the east line of said 18.41 acre tract and the west line of said 8.225 acre tract, for a distance of 359.65 feet, to a calculated point at the point of curvature of a curve to the right, having a radius of 80.00 feet, a central angle of 75°31'36";

THENCE, along said curve to the right for an arc distance of 105.46 feet (Chord Bearing South 51°09'00" East – 97.98 feet), to a calculated point in the north line of said 18.41 acre tract;

THENCE, South 88°54'49" East, along the north line of said 18.41 acre tract, for a distance of 169.39 feet, at the northeast corner of said 18.41 acre tract;

THENCE, South 00°20'24" West, along the east line of said 18.41 acre tract, at 336.33 feet, passing the southeast corner of said 18.41 acre tract and the northeast corner of said 24.268 acre tract, and continuing for a total distance of 346.60 feet, at the most easterly southeast corner of said 24.268 acre tract;

THENCE, North  $89^{\circ}24'05''$  West, along the east line of said 24.268 acre tract, for a distance of 96.21 feet;

THENCE, South  $00^{\circ}46'23''$  East, continuing along said east line, for a distance of 902.83 feet, at the southeast corner of said 24.268 acre tract;

THENCE, North  $89^{\circ}47'48''$  West, along the south line of said 24.268 acre tract, for a distance of 1267.96 feet, at the southwest corner of said 24.268 acre tract and being in the east line of McCreary Road (105' R.O.W.);

THENCE, North  $00^{\circ}11'17''$  East, along the west line of said 24.268 acre tract and the east line of said McCreary Road, for a distance of 549.63 feet, at the southwest corner of a 1.785 acre tract, as described in Doc. No. 97-0000824 in said Deed Records;

THENCE, South  $89^{\circ}55'57''$  East, departing the east line of said McCreary Road and along the south line of said 1.785 acre tract, for a distance of 264.08 feet, at the southeast corner of said 1.785 acre tract;

THENCE, North  $00^{\circ}04'03''$  East, along the east line of said 1.785 acre tract, for a distance of 295.25 feet, at the northeast corner of said 1.785 acre tract in the south line of said 18.41 acre tract;

THENCE, North  $89^{\circ}55'57''$  West, along the north line of said 1.785 acre tract and the south line of said 18.41 acre tract, for a distance of 259.28 feet, at the northwest corner of said 1.785 acre tract and the southwest corner of said 18.41 acre tract, same being in the east line of said McCreary Road, being on a curve to the right, having a radius of 797.67 feet, a central angle of  $08^{\circ}22'02''$ ;

THENCE, along the west line of said 18.41 acre tract and the east line of said McCreary Road with said curve to the right for an arc distance of 116.46 feet (Chord Bearing North  $10^{\circ}13'28''$  East – 116.36 feet), at the point of reverse curvature of a curve to the left, having a radius of 902.50 feet, a central angle of  $14^{\circ}22'15''$ ;

THENCE, continuing along said east and west lines and with said curve to the left for an arc distance of 226.36 feet (Chord Bearing North  $07^{\circ}13'23''$  East – 225.77 feet), at the point of tangency;

THENCE, North  $00^{\circ}02'16''$  East, continuing along said east and west lines, for a distance of 817.08 feet;

THENCE, North  $45^{\circ}02'25''$  East, continuing along said lines, for a distance of 30.78 feet, to the POINT OF BEGINNING and containing 48.493 acres of land.



**ORDINANCE NO. 893**  
**(Annexation for Buckingham Lot Venture, LTD)**

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 48.493 ACRES SITUATED IN THE S.T. LEWIS SURVEY, ABSTRACT NO. 529, CITY OF PARKER, COLLIN COUNTY, TEXAS INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF PARKER, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING A REPEALER 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 Buckingham Lot Venture, Ltd. requesting the voluntary annexation of the area described in Exhibit A-1; and

**WHEREAS**, the area identified in Exhibit A, approximately 48.493 acres situated in the S.T. Lewis Survey, Abstract No. 529, 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 February 15, 2025; 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, 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 be 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 15<sup>TH</sup> DAY OF FEBRUARY 2025.**

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

**EXHIBIT "A-1"****LEGAL DESCRIPTION (ETJ Property)**

BEING, a tract of land situated in the S.T. Lewis Survey, Abstract Number 529, in the City of Parker, Texas, Collin County, Texas, being all of a 4.229 acre tract, as described in Doc. No. 2024000054350 in the Deed Records of Collin County, Texas, and all of a 18.41 acre tract and a 1.00 acre tract, as described in 2023000115301 in said Deed Records and a 24.268 acre tract, as described in 2023000066710 in said Deed Records and a portion of an 8.225 acre tract, as described in 2023000141617 in said Deed Records and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron found at the most northerly northwest corner of said 4.229 acre tract being in the south line of Parker Road (Variable R.O.W.);

THENCE, South 80°51'55" East, along the north line of said 4.229 acre tract and the south line of said Parker Road, for a distance of 435.31 feet;

THENCE, South 15°12'29" East, continuing along said north and south lines, for a distance of 52.74 feet;

THENCE, South 82°53'43" East, continuing along said lines, for distance of 125.97 feet;

THENCE, North 53°17'51" East, continuing along said lines, for a distance of 79.79 feet;

THENCE, South 89°46'26" East, continuing along said lines, for a distance of 82.45 feet, at the northeast corner of said 4.229 acre tract and the northwest corner of said 8.225 acre tract;

THENCE, South 01°05'11" West, departing said south line and along the east line of said 4.229 acre tract and the west line of said 8.225 acre tract, at 232.90 feet, passing the southeast corner of said 4.229 acre tract and the most northerly northeast corner of said 18.41 acre tract, for a total of distance of 600.76 feet, to a calculated point for corner;

THENCE, South 88°54'49" East, departing the east line of said 18.41 acre tract and the west line of said 8.225 acre tract, for a distance of 359.65 feet, to a calculated point at the point of curvature of a curve to the right, having a radius of 80.00 feet, a central angle of 75°31'36";

THENCE, along said curve to the right for an arc distance of 105.46 feet (Chord Bearing South 51°09'00" East – 97.98 feet), to a calculated point in the north line of said 18.41 acre tract;

THENCE, South 88°54'49" East, along the north line of said 18.41 acre tract, for a distance of 169.39 feet, at the northeast corner of said 18.41 acre tract;

THENCE, South 00°20'24" West, along the east line of said 18.41 acre tract, at 336.33 feet, passing the southeast corner of said 18.41 acre tract and the northeast corner of said 24.268 acre tract, and continuing for a total distance of 346.60 feet, at the most easterly southeast corner of said 24.268 acre tract;

THENCE, North 89°24'05" West, along the east line of said 24.268 acre tract, for a distance of 96.21 feet;

THENCE, South 00°46'23" East, continuing along said east line, for a distance of 902.83 feet, at the southeast corner of said 24.268 acre tract;

THENCE, North 89°47'48" West, along the south line of said 24.268 acre tract, for a distance of 1267.96 feet, at the southwest corner of said 24.268 acre tract and being in the east line of McCreary Road (105' R.O.W.);

THENCE, North 00°11'17" East, along the west line of said 24.268 acre tract and the east line of said McCreary Road, for a distance of 549.63 feet, at the southwest corner of a 1.785 acre tract, as described in Doc. No. 97-0000824 in said Deed Records;

THENCE, South 89°55'57" East, departing the east line of said McCreary Road and along the south line of said 1.785 acre tract, for a distance of 264.08 feet, at the southeast corner of said 1.785 acre tract;

THENCE, North 00°04'03" East, along the east line of said 1.785 acre tract, for a distance of 295.25 feet, at the northeast corner of said 1.785 acre tract in the south line of said 18.41 acre tract;

THENCE, North 89°55'57" West, along the north line of said 1.785 acre tract and the south line of said 18.41 acre tract, for a distance of 259.28 feet, at the northwest corner of said 1.785 acre tract and the southwest corner of said 18.41 acre tract, same being in the east line of said McCreary Road, being on a curve to the right, having a radius of 797.67 feet, a central angle of 08°22'02";

THENCE, along the west line of said 18.41 acre tract and the east line of said McCreary Road with said curve to the right for an arc distance of 116.46 feet (Chord Bearing North 10°13'28" East – 116.36 feet), at the point of reverse curvature of a curve to the left, having a radius of 902.50 feet, a central angle of 14°22'15";

THENCE, continuing along said east and west lines and with said curve to the left for an arc distance of 226.36 feet (Chord Bearing North 07°13'23" East – 225.77 feet), at the point of tangency;

THENCE, North 00°02'16" East, continuing along said east and west lines, for a distance of 817.08 feet;

THENCE, North 45°02'25" East, continuing along said lines, for a distance of 30.78 feet, to the POINT OF BEGINNING and containing 48.493 acres of land.

Lot Type	Total
1 Acre	39
Total	39

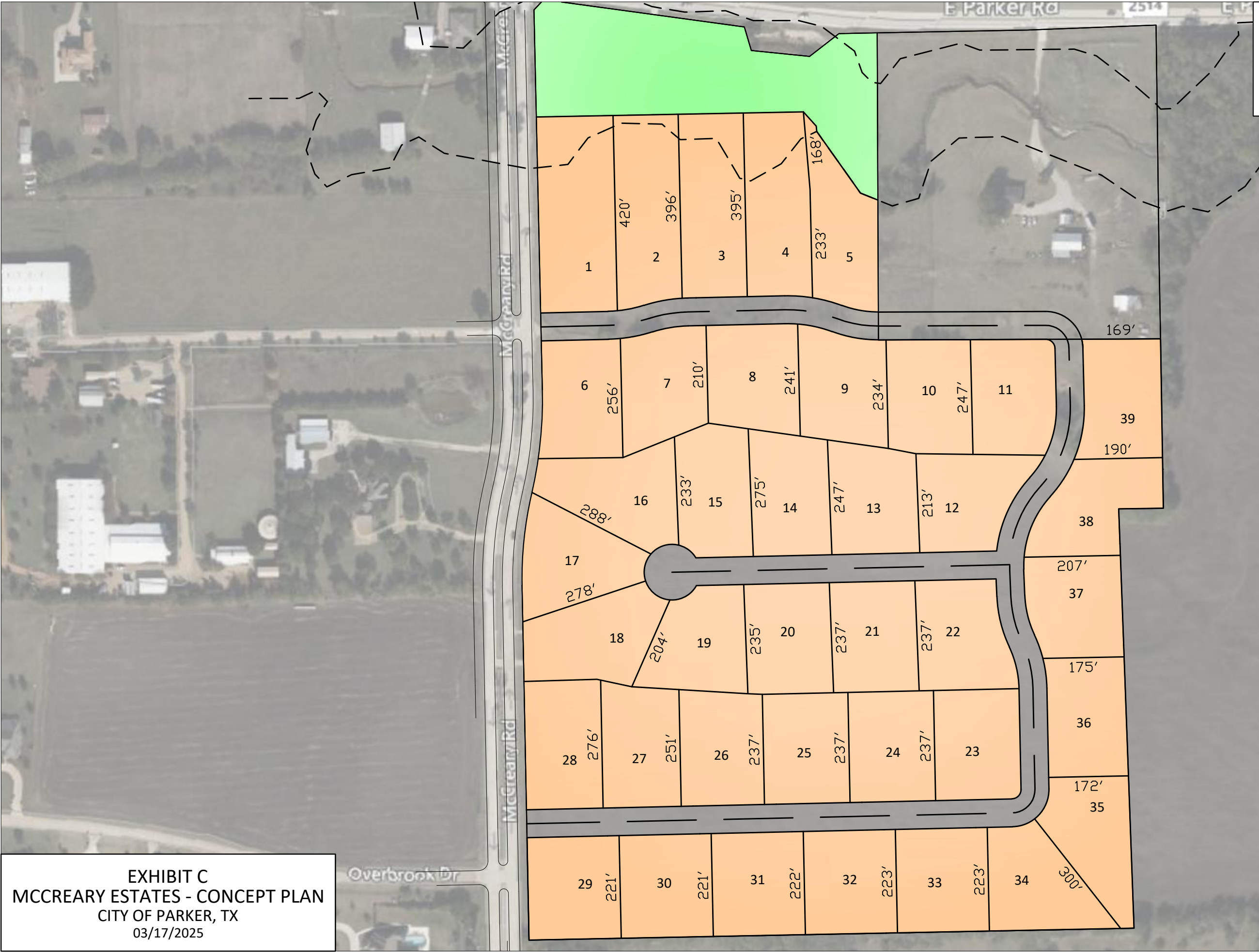
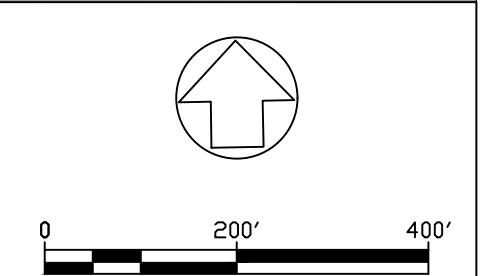


EXHIBIT C  
MCCREARY ESTATES - CONCEPT PLAN  
CITY OF PARKER, TX  
03/17/2025



**EXHIBIT “B”****Buckingham Estates – Planned Development Standards**

The following uses and standards shall be applied to the subject property:

**1. Allowed Uses:**

- a. Single-family residential and accessory uses and all uses allowed in the single-family transitional (SFT) zoning district per the SFT district requirements in the City’s Zoning Ordinance, except as modified herein.

**2. Lot Size Requirements:**

- a. Minimum Lot Size: 1 acre (43,560 square feet)
- b. Minimum Average Lot Size: 1 acre (43,560 square feet)
- c. Maximum Lot Coverage (All Above-ground Structures): 25% (10,890 square feet)
- d. Maximum Lot Coverage (Accessory Buildings): 10% (4,356 square feet)
- e. Minimum Lot Width (Front Lot Line): 100 feet <sup>(1)</sup>
- f. Minimum Lot Depth: 150 feet
- g. Minimum Front Setback: 50 feet
- h. Minimum Rear Setback: 30 feet
- i. Minimum Side Setback: 25 feet
- j. Minimum Side Setback (Corner Lots): 50 feet

(1) For lots located on cul-de-sacs and knuckles, the minimum lot width (front lot line) shall be 62 feet.

**3. Building Regulations:**

- a. Minimum Living Space: 3,000 square feet of air-conditioned space.
- b. Building Materials:
  - (i) Total Exterior Elevations – 90% brick, stucco, stone, or masonry, exclusive of windows, doors, gables and trim.

- (ii) Any Single Elevation – not less than 75% brick, stucco, or stone, on any one elevation, exclusive of windows, doors, gables and trim.
- c. Maximum Height: 2 stories or 45 feet

#### 4. Special Requirements:

- a. Perimeter Fencing and Landscaping:
  - (i) There shall be a 20-foot landscape easement along the western property boundary in the lots that back up to or side McCreary Road, which shall include the following:
    - (1) An ornamental metal fence or rail fencing with evergreen shrubs planted directly in front of the fence.
    - (2) 3 caliper inch shade trees planted every 30 feet on center.
    - (3) Minimum 2-foot high rolling berms.
  - (ii) All other fencing shall be ornamental metal or rail fencing.
  - (iii) All perimeter screening and landscaping described above shall be installed by the developer before any residential building certificate of occupancy is issued.
- b. Garages: No garage shall open to the front of a lot or to the side street in a corner lot.
- c. Utilities: All utilities shall be installed underground, except for open swale drainage structure.
- d. Homeowners' Association: A Homeowners' Association (HOA) shall be established and shall be responsible for maintaining perimeter fencing and landscaping as well as drainage located in common areas. The HOA maintenance requirements described herein shall be included in the HOA documents as well as stated on any Preliminary or Final Plat for the Property.
- e. Lot Drainage: Each individual homeowner shall be responsible for maintaining drainage on their lot and the bar ditch adjacent to their lot. The homeowners' maintenance requirements described herein shall be included in the HOA documents as well as stated on any Preliminary or Final Plat for the Property.
- f. Other Standards: Unless addressed hereinabove, the development shall comply with the requirements of the City of Parker's SFT Zoning District and Subdivision Ordinance in effect on the Effective Date of the Annexation and Development Agreement, for the subject property, dated February 26, 2025.



## ZONING BOUNDARY CHANGE APPLICATION FORM ANNEXATION REQUEST FORM

1. Requesting:
- |                  |          |             |
|------------------|----------|-------------|
| Permanent Zoning | <u>X</u> |             |
| Re-Zoning        | <u>X</u> | (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: Buckingham Lot Venture, LTD.

Company Address: 8214 Westchester Drive, Suite 900 Dallas, TX 75225

Company Phone Number: 214-522-4945

Company Email: Jarnold@skorburgcompany.com

Contact Name: John Arnold

Contact Phone Number: 214-888-8852

Contact Email: Jarnold@skorburgcompany.com

2. Description and Location of Property:
- a. Survey and abstract: S.T. Lewis Survey, Abstract No. 529
  - b. Lot and block: \_\_\_\_\_
  - c. Total number of acres: +/- 50.27
  - d. Location further described: Southeast Corner of E Parker Road & McCreary 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

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: DocuSigned by:  
 33565377103F419... Date: 3/17/2025

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



REQUEST FOR ZONING BOUNDARY CHANGE:

You are requested to supply the names and addresses of all property owners within 200 feet of the subject property, IN ALL DIRECTIONS.

1. Ken Nicholson - 7306 E Parker Rd Parker, TX 75002
2. Lin J & L Trust - 1 Nova Irvine, CA 92603
3. James & Peggy Threadgill - 7233 Moss Ridge Rd Parker, TX 75002
4. Donald & Sheryl Baird - 7225 Moss Ridge Rd Parker, TX 75002
5. Nirvair Sangha - 7221 Moss Ridge Rd Parker, TX 75002
6. Richard & Laura Palmer - 7217 Moss Ridge Rd Parker, TX 75002
7. Ronald Payne - 7211 Moss Ridge Rd Parker, TX 75002
8. Roger Shanahan - 3710 McCreary Rd Parker, TX 75002
9. Mufed & Edith Hamdan - 3706 McCreary Rd Parker, TX 75002
10. Manik & Bindiya Arora - 3706 Margaux Dr Parker, TX 75002
11. Ishaq Ali - 3710 Margaux Dr Parker, TX 75002
12. Plano ISD - 2700 W 15th St Plano, TX 75075
13. Minter Larry L Living Trust - 7106 E Parker Rd Parker, TX 75002
14. \_\_\_\_\_
15. \_\_\_\_\_

List others on reverse side, if necessary.

FAILURE TO COMPLETE AND SUBMIT THIS INFORMATION WILL RESULT IN THE REJECTION OF THE APPLICATION.

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

# 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	\$500 plus \$10/acre
Zoning Variance Request	\$600.00

**Buckingham Lot Venture, LTD.**  
**By Buckingham Lot Venture GP Corporation**  
8214 Westchester Drive, Suite 900, Dallas, Texas 75225  
Phone: 214-522-4945 \* Fax: 214-522-7244

Meeting Date: 04/15/2025 Item 11.

March 17, 2025

City of Parker  
Planning and Zoning Department  
5700 E Parker Road  
Parker, TX 75002B  
Attn: Gary Machado

**RE: Zoning Application for +/-50.27 – Acres out of the S.T. Lewis Survey, Abstract No. 529**

On February 26, 2025, the City of Parker, Texas, a municipal corporation existing under the laws of the State of Texas (the “**City**”) and Buckingham Lot Venture LTD., a Texas limited partnership (the “**Developer**”) entered into an Annexation and Development Agreement for the subject property (the “**Agreement**”).

Per the Agreement, Developer is hereby submitting this zoning application to zone the property to Planned Development with the base zoning of Single-Family Transitional Zoning District (SFT District). The Concept Plan and Development Standards submitted with this zoning application are in conformance with the Concept Plan and Development Standards outlined in the Agreement.

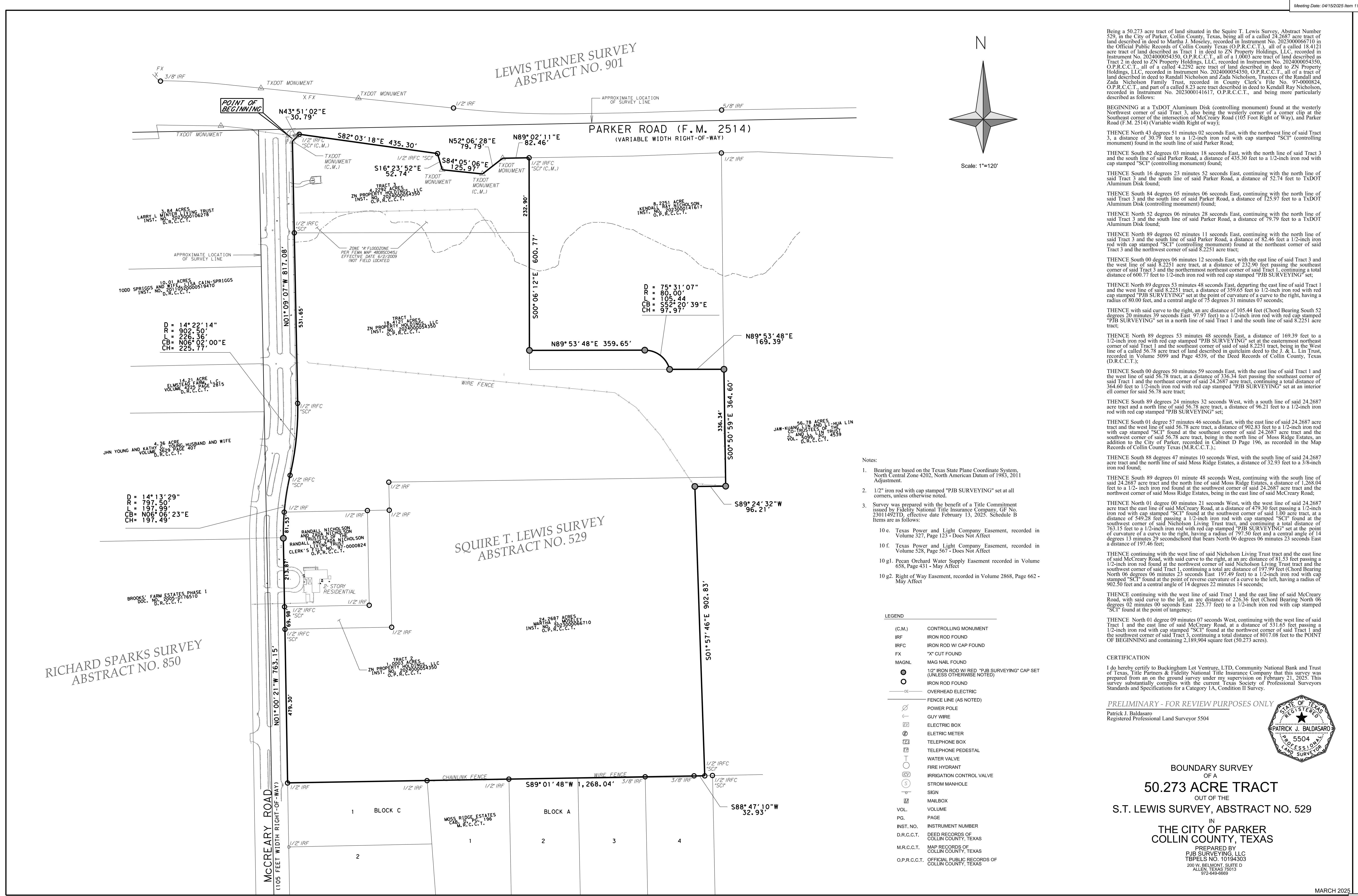
+/-1.78 acres are located in the City Limits and currently zoned Single Family. The rezoning to Planned Development for this tract will be in line with the Agreement and will be cohesive with the Buckingham Estates community.

Sincerely,

Buckingham Lot Venture, LTD.,  
a Texas limited partnership  
By: Buckingham Lot Venture GP Corporation,  
a Texas corporation, its general partner

DocuSigned by:  
By John Arnold  
33965377183F419...

John Arnold, Authorized Signer



Being a 50.273 acre tract of land situated in the Squire T. Lewis Survey, Abstract Number 529, in the City of Parker, Collin County, Texas, being all of a called 24.2687 acre tract of land described in deed to Marina J. Moseley, recorded in Instrument No. 2023000066710 in the Official Public Records of Collin County Texas (O.P.R.C.C.T.), all of a called 18.4121 acre tract of land described as Tract 1 in deed to ZN Property Holdings, LLC, recorded in Instrument No. 2024000054350, O.P.R.C.C.T., all of a 1.0003 acre tract of land described as Tract 2 in deed to ZN Property Holdings, LLC, recorded in Instrument No. 2024000054350, O.P.R.C.C.T., all of a called 4.2292 acre tract of land described in deed to ZN Property Holdings, LLC, recorded in Instrument No. 2024000054350, O.P.R.C.C.T., all of a tract of land described in deed to Randall Nicholson and Zada Nicholson, Trustees of the Randall and Zada Nicholson Family Trust, recorded in County Clerk's File No. 97-0000824, O.P.R.C.C.T., and part of a called 8.23 acre tract described in deed to Kendall Ray Nicholson, recorded in Instrument No. 2023000141617, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a TxDOT Aluminum Disk (controlling monument) found at the westerly Northwest corner of said Tract 3, also being the westerly corner of a corner clip at the Southeast corner of the intersection of McCreary Road (105 Foot Right of Way), and Parker Road (F.M. 2514) (Variable width Right of way);

THENCE North 43 degrees 51 minutes 02 seconds East, with the northwest line of said Tract 3, a distance of 30.79 feet to a 1/2-inch iron rod with cap stamped "SCI" (controlling monument) found in the south line of said Parker Road;

THENCE South 82 degrees 03 minutes 18 seconds East, with the north line of said Tract 3 and the south line of said Parker Road, a distance of 435.30 feet to a 1/2-inch iron rod with cap stamped "SCI" (controlling monument) found;

THENCE South 16 degrees 23 minutes 52 seconds East, continuing with the north line of said Tract 3 and the south line of said Parker Road, a distance of 52.74 feet to TxDOT Aluminum Disk found;

THENCE North 84 degrees 05 minutes 06 seconds East, continuing with the north line of said Tract 3 and the south line of said Parker Road, a distance of 125.97 feet to a TxDOT Aluminum Disk (controlling monument) found;

THENCE North 52 degrees 06 minutes 28 seconds East, continuing with the north line of said Tract 3 and the south line of said Parker Road, a distance of 79.79 feet to a TxDOT Aluminum Disk found;

THENCE North 89 degrees 02 minutes 11 seconds East, continuing with the north line of said Tract 3 and the south line of said Parker Road, a distance of 82.46 feet a 1/2-inch iron rod with cap stamped "SCI" (controlling monument) found at the northeast corner of said Tract 3 and the northwest corner of said 8.2251 acre tract;

THENCE South 00 degrees 06 minutes 12 seconds East, with the east line of said Tract 3 and the west line of said 8.2251 acre tract, at a distance of 232.90 feet passing the southeast corner of said Tract 3 and the northernmost northeast corner of said Tract 1, continuing a total distance of 600.77 feet to 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE North 89 degrees 53 minutes 48 seconds East, departing the east line of said Tract 1 and the west line of said 8.2251 tract, a distance of 359.65 feet to 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 80.00 feet, and a central angle of 75 degrees 31 minutes 07 seconds;

THENCE with said curve to the right, an arc distance of 105.44 feet (Chord Bearing South 52 degrees 20 minutes 39 seconds East 97.97 feet) to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set in a north line of said Tract 1 and the south line of said 8.2251 acre tract;

THENCE North 89 degrees 53 minutes 48 seconds East, a distance of 169.39 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the easternmost northeast corner of said Tract 1 and the southeast corner of said of said 8.2251 tract, being in the West line of a called 56.78 acre tract, being in the north line of Moss Ridge Estates, an addition to the City of Parker, recorded in Cabinet D Page 196, as recorded in the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE South 00 degrees 50 minutes 59 seconds East, with the east line of said Tract 1 and the west line of said 56.78 tract, at a distance of 336.34 feet passing the southeast corner of said Tract 1 and the northeast corner of said 24.2687 acre tract, continuing a total distance of 364.60 feet to 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at an interior ell corner for said 56.78 acre tract;

THENCE South 89 degrees 24 minutes 32 seconds West, with a south line of said 24.2687 acre tract and a north line of said 56.78 acre tract, a distance of 96.21 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set;

THENCE South 01 degree 57 minutes 46 seconds East, with the east line of said 24.2687 acre tract and the west line of said 56.78 acre tract, a distance of 902.83 feet to a 1/2-inch iron rod with cap stamped "SCI" found at the southeast corner of said 24.2687 acre tract and the southwest corner of said 56.78 acre tract, being in the north line of Moss Ridge Estates, an addition to the City of Parker, recorded in Cabinet D Page 196, as recorded in the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE South 88 degrees 47 minutes 10 seconds West, with the south line of said 24.2687 acre tract and the north line of said Moss Ridge Estates, a distance of 32.93 feet to a 3/8-inch iron rod found;

THENCE South 89 degrees 01 minute 48 seconds West, continuing with the south line of said 24.2687 acre tract and the north line of said Moss Ridge Estates, a distance of 1,268.04 feet to a 1/2-inch iron rod found at the southwest corner of said 24.2687 acre tract and the northwest corner of said Moss Ridge Estates, being in the east line of said McCreary Road;

THENCE North 01 degree 00 minutes 21 seconds West, with the west line of said 24.2687 acre tract the east line of said McCreary Road, at a distance of 479.30 feet passing a 1/2-inch iron rod with cap stamped "SCI" found at the southwest corner of said 1.00 acre tract, at a distance of 549.28 feet passing a 1/2-inch iron rod with cap stamped "SCI" found at the southwest corner of said Nicholson Living Trust tract, continuing a total distance of 763.15 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the point of curvature of a curve to the right, having a radius of 797.50 feet and a central angle of 14 degrees 13 minutes 29 seconds chord that bears North 06 degrees 06 minutes 23 seconds East a distance of 197.46 feet;

THENCE continuing with the west line of said Nicholson Living Trust tract and the east line of said McCreary Road, with said curve to the right, at an arc distance of 81.53 feet passing a 1/2-inch iron rod found at the northwest corner of said Nicholson Living Trust tract and the southwest corner of said Tract 1, continuing a total arc distance of 197.99 feet (Chord Bearing North 06 degrees 06 minutes 23 seconds East 197.49 feet) to a 1/2-inch iron rod with cap stamped "SCI" found at the point of reverse curvature of a curve to the left, having a radius of 902.50 feet and a central angle of 14 degrees 22 minutes 14 seconds;

THENCE continuing with the west line of said Tract 1 and the east line of said McCreary Road, with said curve to the left, an arc distance of 226.36 feet (Chord Bearing North 06 degrees 02 minutes 00 seconds East 225.77 feet) to a 1/2-inch iron rod with cap stamped "SCI" found at the point of tangency;

THENCE North 01 degree 09 minutes 07 seconds West, continuing with the west line of said Tract 1 and the east line of said McCreary Road, at a distance of 531.65 feet passing a 1/2-inch iron rod with cap stamped "SCI" found at the northwest corner of said Tract 1 and the southwest corner of said Tract 3, continuing a total distance of 8017.08 feet to the POINT OF BEGINNING and containing 2,169,904 square feet (50.273 acres).

CERTIFICATION

I do hereby certify to Buckingham Lot Venture, LTD, Community National Bank and Trust of Texas, Title Partners & Fidelity National Title Insurance Company that this survey was prepared from an on the ground survey under my supervision on February 21, 2025. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

PRELIMINARY - FOR REVIEW PURPOSES ONLY

Patrick J. Baldasaro  
Registered Professional Land Surveyor 5504



BOUNDARY SURVEY  
OF A  
**50.273 ACRE TRACT**  
OUT OF THE  
**S.T. LEWIS SURVEY, ABSTRACT NO. 529**  
IN  
**THE CITY OF PARKER  
COLLIN COUNTY, TEXAS**

PREPARED BY  
PJB SURVEYING, LLC  
TBPELS NO. 10194303  
200 W. BELMONT, SUITE D  
ALLEN, TEXAS 75013  
972-649-6669

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**Buckingham Lot Venture, Ltd**  
8214 Westchester Dr. Ste 900  
Dallas, TX 75225  
214-522-4945

**Community Natl Bk & Trust of TX**  
1905 N Hwy 77  
Waxahachie, TX 75165

5006

4/2/2025

PAY TO THE  
ORDER OF

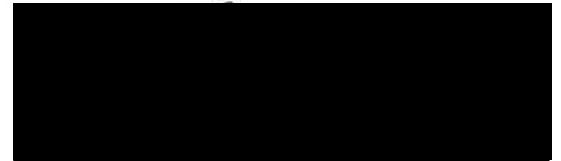
City of Parker

\$ \*\*1,654.05

One Thousand Six Hundred Fifty-Four and 05/100\*\*\*\*\*

DOLLARS

City of Parker  
5700 E Parker Road  
Parker, TX 75002



MEMO

Zone/Annex Fee - McCreary



SECURITY FEATURES INCLUDED. DETAILS ON BACK



AUTHORIZED SIGNATURE



**Buckingham Lot Venture, Ltd**  
City of Parker

Date	Type	Reference
4/2/2025	Bill	Zone/Annex

Original Amt.
1,654.05

Balance Due
1,654.05

4/2/2025	Discount
Check Amount	

5006	Payment
	1,654.05
	1,654.05

Oper Cash - Comm N Zone/Annex Fee - McCreary

1,654.05



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared:	April 11, 2025
Exhibits:	<b><u>None</u></b>	

### AGENDA SUBJECT

#### UPDATE(S):

FM2551  
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)  
 ENGINEERING REVIEW  
 NOISE COMMITTEE  
 LEWIS LANE  
 CHAPARRAL INTERSECTION  
 POST OFFICE/ ZIP CODE  
 WATER LINES ON DUBLIN ROAD  
 NEWSLETTER  
 CAPITAL IMPROVEMENT PLAN (CIP)  
 PUBLIC WORKS BUILDING  
 ANY ADDITIONAL UPDATES  
 MONTHLY/QUARTERLY REPORTS  
[February 2025 - Building Permit/Code Report](#)  
[March 2025 - Building Permit/Code Report](#)  
[February 2025 – Court Report](#)  
[March 2025 – Court Report](#)  
[February 2025 - Finance \(monthly financials\) Report](#)  
[March 2025 - Finance \(monthly financials\) Report](#) m  
[January - February 2025 – Police Report](#)  
[March 2025 – Police Report](#)  
[February 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)  
[March 2025 – Republic Services Inc., dba Allied Waste Services of Plano](#)

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode

Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025
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## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared:	April 11, 2025
Exhibits:	<b><u>None</u></b>	

### 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])

Maryam Boroujerdi & Mohammad Massoudi donated 1 dozen Nothing Bundt Cakes Bundtinis valued at \$28.00 to City Staff.

### SUMMARY

*Please review information provided.*

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared: April 11, 2025
Exhibits:	<a href="#">Future Agenda Items – Work in Progress</a>

### AGENDA SUBJECT

FUTURE AGENDA ITEMS

### SUMMARY

We are in the process of updating the Future Agenda Items and hope to have it updated soon.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	04/11/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	04/11/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	04/xx/2025