



AGENDA
CITY COUNCIL SPECIAL MEETING
SEPTEMBER 9, 2025 @ 7:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, September 9, 2025 at 7:00 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

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

1. PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1- 30, 2025

PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, SEPTEMBER 10, 2025, 5 PM

NATIONAL NIGHT OUT (NNO) – TUESDAY, OCTOBER 7, 2025, 6 P.M. – 9 P.M

CANCEL OCTOBER 7, 2025 REGULAR CITY COUNCIL MEETING DUE TO NNO

OCTOBER 21, 2025, REGULAR CITY COUNCIL MEETING START AFTER 5 PM DUE TO GENERAL ELECTION EARLY VOTING

Parkerfest 2025! – SUNDAY, OCTOBER 19, 2025, 3 PM – 6 PM

NATIONAL PRESCRIPTION DRUG TAKE BACK EVENT SATURDAY, OCTOBER 25, 2025, 10 AM – 2 PM

CANCEL NOVEMBER 4, 2025, REGULAR CITY COUNCIL MEETING DUE TO GENERAL ELECTION

November 4, 2025 General and Special Election- Early Voting Dates and Hours

Sunday <i>(Domingo)</i>	Monday <i>(Lunes)</i>	Tuesday <i>(Martes)</i>	Wednesday <i>(Miércoles)</i>	Thursday <i>(Jueves)</i>	Friday <i>(Viernes)</i>	Saturday <i>(Sábado)</i>
October 19 No Voting (19 de octubre) (Sin votar)	October 20 No Voting (20 de octubre) (Votación adelantada) 8 am – 5 pm	October 21 Early Voting (21 de octubre) (Votación adelantada) 8 am – 5 pm	October 22 Early Voting (22 de octubre) (Votación adelantada) 8 am – 5 pm	October 23 Early Voting (23 de octubre) (Votación adelantada) 8 am – 5 pm	October 24 Early Voting (24 de octubre) (Votación adelantada) 8 am – 5 pm	October 25 Early Voting (25 de octubre) (Votación adelantada) 7 am – 7 pm
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November 2 No Voting (2 de noviembre) (Sin votar)	November 3 No Voting (3 de noviembre) (Sin votar)	November 4 Election Day (4 de noviembre) (Día de las elecciones) 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.

- [2.](#) APPROVAL OF MEETING MINUTES FOR APRIL 15, 2025. [REGULAR MEETING]
- [3.](#) APPROVAL OF MEETING MINUTES FOR AUGUST 12, 2025. [SPECIAL MEETING – DILLON MORGAN CONSULTING PRESENTATION]
- [4.](#) APPROVAL OF MEETING MINUTES FOR AUGUST 14, 2025. [SPECIAL MEETING – JORDAN RAMIREZ PRESENTATION]

INDIVIDUAL CONSIDERATION ITEMS

- [5.](#) PUBLIC HEARING ON THE PROPOSED FY2025-2026 BUDGET.
- [6.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 896 ADOPTING THE 2025-2026 BUDGET.
- [7.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 897 RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2025-26 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2025-26 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.
- [8.](#) PUBLIC HEARING ON THE PROPOSED FY2025-2026 TAX RATE.
- [9.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 898 ADOPTING THE 2025 TAX RATE.

- [10.](#) CONSIDER RESOLUTION NO. 2025–856 ADOPTING MODIFIED GUIDELINES FOR THE NEWSLETTER AND APPOINTING A MEMBER TO SERVE ON THE NEWSLETTER COMMITTEE FOR THE REMAINDER OF THE 2024-2026 TERM. [PREVIOUSLY ON 2025 0819 CC MTG]
- [11.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025–857 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEARS 2025-2026 AND 2026-2027.
- [12.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-858, REGARDING NOMINATION(S) OF BOARD OF DIRECTOR POSITION(S) FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT.
- [13.](#) CONSIDERATION AND ANY ACTION ON COST ESTIMATE FOR THE FLOOR PLAN/LAYOUT OF THE PUBLIC WORKS BUILDING CENTRAL PUMP STATION.
- [14.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DUBLIN ROAD PAVING CONTEMPORANEOUS WITH WATER LINE PROJECT.
- [15.](#) CONSIDERATION AND ANY APPROPRIATE ACTION ON A REQUEST BY THE PARKER WOMEN'S CLUB (PWC) TO PLACE YARD SIGNS ON CITY PROPERTY DURING THE MONTH OF SEPTEMBER FOR ADVERTISING THEIR MEMBERSHIP DRIVE AND RUMMAGE SALE EVENT.
- [16.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 899 APPOINTING A CITY ATTORNEY.
- [17.](#) CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-859 REGARDING THE CONSTRUCTION OF A FACILITY LARGER THAN 1000 SQUARE FEET AT 3406 DUBLIN ROAD.

ROUTINE ITEMS

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

FM2551
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
LEWIS LANE
POST OFFICE/ZIP CODE
CAPITAL IMPROVEMENT PLAN (CIP)
PERSONNEL MANUAL
COMPREHENSIVE PLAN (COMP)
TRAIL PLAN
NOISE COMMITTEE
ANY ADDITIONAL UPDATES

FUTURE AGENDA ITEMS

[19.](#) FUTURE AGENDA ITEMS

EXECUTIVE SESSION START TO FINISH – 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 SPECIAL MEETING.

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

ADJOURN

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

I certify that this Notice of Meeting was posted on or before September 3, 2025, at the Parker City Hall, as required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at 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.

Date Notice Removed

Patti Scott Grey
City Secretary

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Taxpayer Impact Statement	FY2025 Current Year Tax Rate	FY2026 Proposed Tax Rate	FY2026 No-New-Revenue Tax Rate
City of Parker Total Tax Rate	0.310439	0.310439	0.299267
Median Value Homestead Property	\$ 911,148	\$ 988,142	\$ 988,142
Median Value Homestead Property Tax Bill	\$ 2,828.56	\$ 3,067.58	\$ 2,957.18
Difference to Current Year Tax Bill		\$ 239.02	\$ 128.62



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:	August 20, 2025
Exhibits:	<ol style="list-style-type: none"> <u>North Texas Food Bank August 2025 Letter & Brochure</u> <u>NATIONAL NIGHT OUT (NNO)</u> (hyperlink and attached) 	

AGENDA SUBJECT

PEANUT BUTTER FOOD DRIVE FOR NORTH TEXAS FOOD BANK – SEPTEMBER 1-30, 2025 **[Please see information provided.]**

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SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	09/01/2025
Interim City Attorney:	Catherine Clifton	Date:	09/03/2025 via Municode
Mayor	Lee Pettie	Date:	09/xx/2025



Patti Scott Grey
5700 E Parker Rd
Parker, TX 75002-6767



August 2025

Dear Patti,

More of our neighbors are struggling with hunger than ever before — and we are preparing to see an even greater need this fall. Every day, I hear stories of households facing heartbreaking situations, like whether to pay a utility bill or buy groceries for their family. Or an older adult whose fixed income isn't enough to cover both food and health care.

No one should ever have to make these difficult decisions. Your support ensures that North Texans have access to the nourishment they need — and hope for the future.

In our fall issue of *Around the Table*, you'll read about Roy, Brenda and volunteers Sloane and Sean. Their stories demonstrate the lasting impact of your partnership, and I hope you are as inspired by their gratitude as I am.

During challenging times, we must rely on the strength of our community to help our neighbors thrive. Thank you for using your influential voice to proclaim that hunger is unacceptable and act on the hunger crisis through smart policy. If you have any questions regarding hunger-related programs in North Texas or if you would like to become more involved in advocating for anti-hunger policies, please reach out to me at policy@ntfb.org.

Thank you for standing with us to nurture a healthy future for every North Texan.

Gratefully,

A handwritten signature in blue ink that reads "Clarissa Clarke". The script is fluid and cursive.

Clarissa Clarke
Government Relations Director

AROUND *the* TABLE

Fall 2025

**You're
transforming
lives through
healthy food
for neighbors
across North
Texas this fall.**



Trisha Cunningham
President & CEO



Our Neighbors Need You This Fall



As our neighbors continue to endure economic uncertainty, I'm so grateful for partners like you. **Because of your support, North Texas Food Bank is here to provide nourishing meals — and lasting hope — to people who need them most.**

In this issue of *Around the Table*, you'll meet Roy, a retiree who brings food to his family and elderly neighbors, and Brenda, who visits a weekly distribution to help nourish her two young daughters. Lastly, you'll hear from volunteers Sloane and Sean, who also know what it's like to need a helping hand.

In the face of hardship, more and more North Texans are relying on our community for the strength and support they need to get by. Some of our neighbors may even be visiting a food pantry for the first time in their life.

Your support truly makes a difference for our neighbors facing hunger. And right now, you can TRIPLE your impact! Thanks to a \$50,000 matching gift from Charles Evans Hughes Memorial Fund, every donation will go THREE TIMES as far to help fight hunger in our community.

Thank you for nourishing our neighbors this fall and all year long. Together, we can build a hunger-free, healthy North Texas.

Gratefully,

Trisha Cunningham
President & CEO

Board

Meeting Date: 09/09/2025 Item 2.

Executive Committee

Ginny Kissling, Ryan, LLC (Chair)
Retta Miller, Jackson Walker, LLP
(Vice Chair-Elect)
Chris Barrett, Boston Consulting Group
Kimberly Cockrell, Toyota Motor
North America
Patti Hansen, Capital One
Jerri Garison, Baylor Scott & White Health
Rev. Dr. Lael C. Melville, Melville Family
Foundation
Mike Preston, Community Volunteer
Tom Walker, Dallas Cowboys Football
Club Ltd

Members at Large

Aradhana (Anna) Asava, HungerMitao
Edmundo Castañeda, Parkland Health
Nitin Chaturvedi, Community Volunteer
Catherine Enrico, The Enrico Foundation
Kelsey George*, Junior League of Dallas
J. Hedrick, Smile Doctors, LLC
Mabrie Jackson, H-E-B/Central Market
Matt James, FedEx Office and
Print Services
Don Janacek, FreshOne Holdings, LLC
Russell Jones, AT&T
Kim Kesler, KPMG, LLP
Mark Kleinman, Community Volunteer
Tom Nelson, Albertsons/Tom Thumb
Antonella Pisani, Eyeful Media
*Ex-officio members

Chair Emeritus

Anurag Jain, Access Healthcare

General Counsel

Taylor Reed, DLA Piper LLP (US)

President & CEO

Trisha Cunningham

Life Board Members

John A. Beckert, Community Volunteer
Tom Black, Community Volunteer
Jerry Ellis, Community Volunteer
Anurag Jain, Access Healthcare
Teresa Phillips, TPHD, LLC
Stephan Pyles, Stephan Pyles Concepts

Founders

Jo Curtis
Ambassador Kathryn Hall
Lorraine Griffin Kircher
Liz Minyard

**Address, Email and Phone Number for
all members:**

3677 Mapleshade Lane, Plano, TX 75075
info@ntfb.org

214.330.1396

Healthy Food for a Giving Heart

Roy passes along your generosity to his family and community.

At 69, Roy knows how important it is to always look out for others. Despite retirement and a leg injury from years of grinding steel, he's dedicated to caring for his younger sister and her daughter, who live with him.

"We take care of each other. We help each other out," Roy says of his family. They rely on food assistance through one of North Texas Food Bank's partner food pantries to help make ends meet.

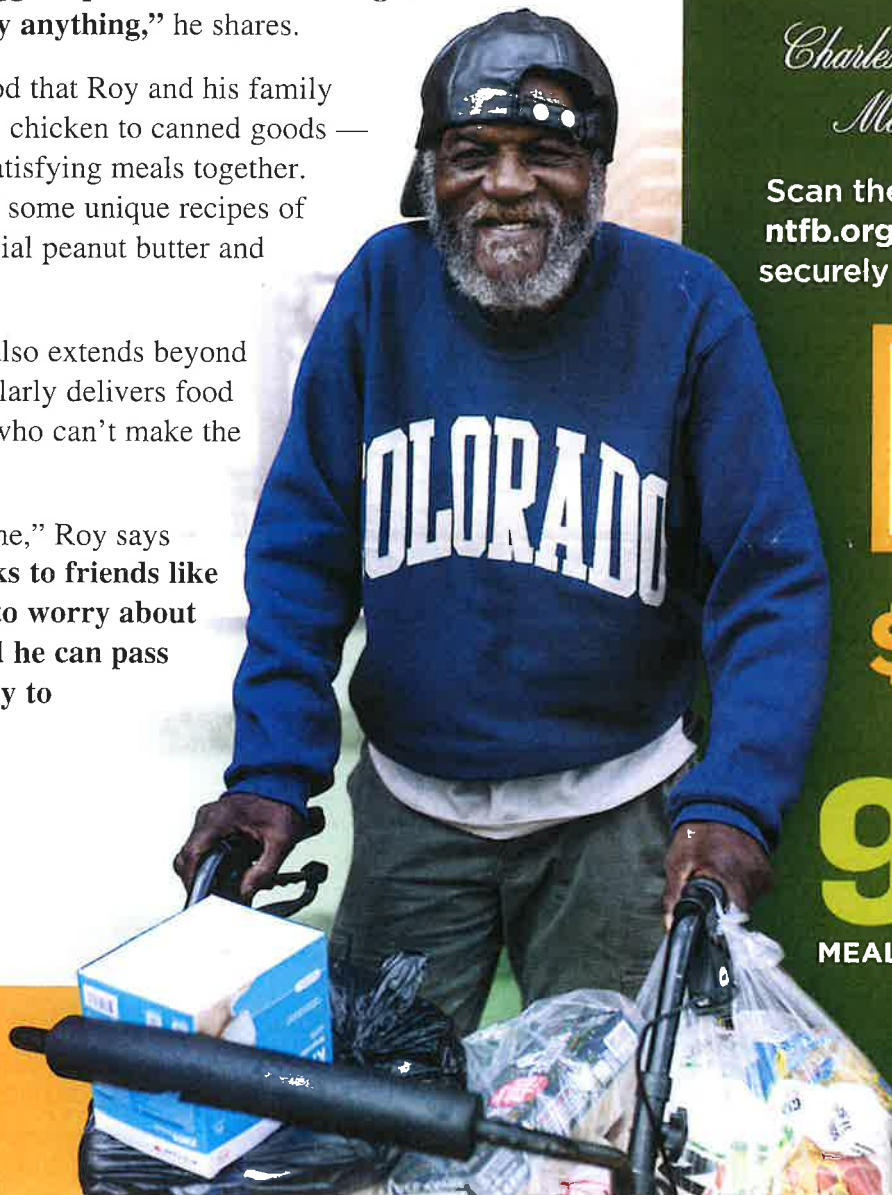
With today's soaring grocery prices, your support ensures Roy's family has access to essential items they otherwise couldn't afford. **"Everything from eggs to peanut butter is so high now, it's hard to buy anything,"** he shares.

The nutritious food that Roy and his family receive — from fresh chicken to canned goods — helps them prepare satisfying meals together. Roy has even created some unique recipes of his own, like his special peanut butter and tuna sandwich!

Your generosity also extends beyond Roy's home. He regularly delivers food to elderly neighbors who can't make the trip themselves.

"God is good to me," Roy says with gratitude. **Thanks to friends like you, Roy never has to worry about going hungry — and he can pass along your generosity to his community!**

Your generosity provides food — and hope — when it's needed most!



3X THE IMPACT!

Thanks to our friends at Charles Evans Hughes Memorial Fund, all gifts made by October 15 will be matched — up to \$50,000!

Your generosity will **TRIPLE** in impact to provide access to **three times as many** nourishing meals for children and families this summer and all year long.

*Charles Evans Hughes
Memorial Fund*

Scan the QR code or visit ntfb.org/fallnewsletter to securely give online today!



\$1 = 3

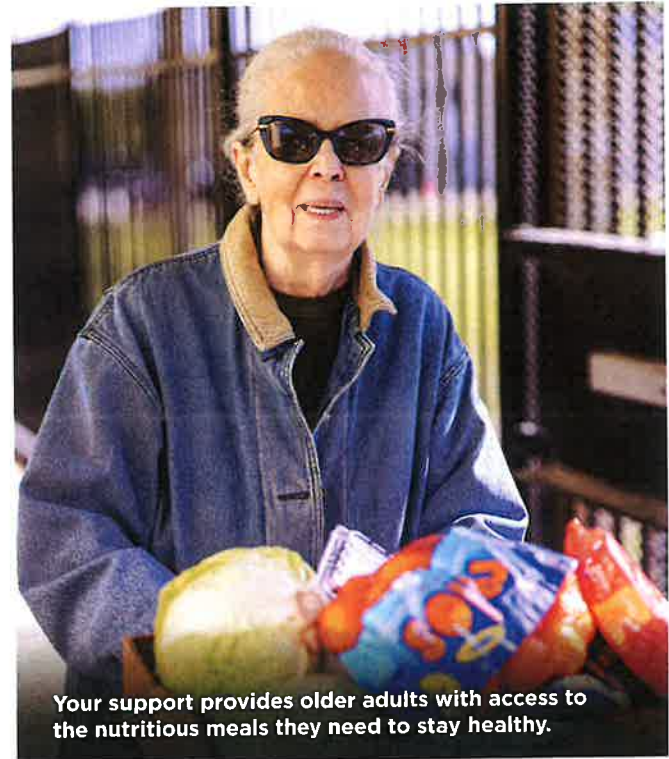
9 
MEALS!

Thank You for Nourishing Our Neighbors

Your generosity is life-changing for children, families &



Together, we can build a hunger-free, healthy North Texas.



Your support provides older adults with access to the nutritious meals they need to stay healthy.



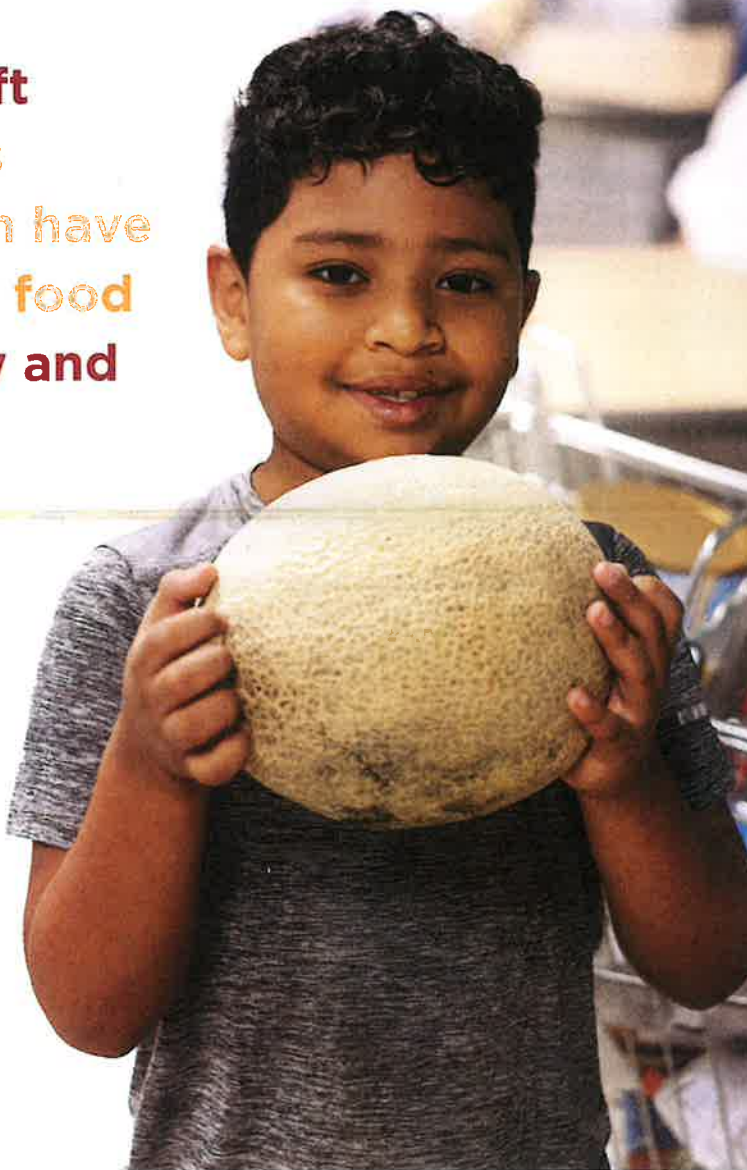
1 in 6 North Texans, including 1 in 5 children, are food insecure.

s across North Texas
d older adults in our community.



Thank you for supporting our neighbors across 12 counties!

Your gift
ensures
children have
healthy food
to grow and
thrive.



Ways to Get Involved

Hunger Action Month

Every September, North Texas Food Bank stands with Feeding America to raise awareness and inspire action to close the hunger gap. From volunteer opportunities to fundraising drives, there are plenty of ways for you to get involved. Learn more at ntfb.org/HAM.

CANstruction

CANstruction, an annual event of giant canned food structures, will be on display at NorthPark Center from August 30 through September 14. This year's theme is "May the Fork Be with You." You can vote by making a donation online for your favorite sculpture. Not only will gifts support North Texas Food Bank, but all the canned goods used in the sculptures will be donated as well! Learn more at ntfb.org/canstruction.

2025 State Fair of Texas

From September 26 through October 19, North Texas Food Bank is excited to partner with the State Fair of Texas once again to help our neighbors facing hunger. State Fair visitors can bring two jars of peanut butter on opening day to receive \$10 off admission. And every Wednesday, guests can bring five canned food items to get admission for only \$5! Learn more at ntfb.org/statefairoftexas.



Leave a Lasting Legacy to Fight Hunger

You can help build a healthy, hunger-free North Texas for generations to come.

Partner with North Texas Food Bank to make a planned gift and become a member of the Full Plate Society. Receive exclusive invitations to special events throughout the year and see firsthand how you make a difference for our neighbors facing hunger.

Types of Planned Gifts

- Wills and living trusts
- Life insurance gifts
- Stock gifts and real estate
- IRA charitable rollovers
- Appreciated securities

If North Texas Food Bank is already part of your plan, please let us know. For questions, contact Erin Fincher at 214-269-8976 or erinf@ntfb.org, or visit freewill.com/northtexasfoodbank.



Spread

Meeting Date: 09/09/2025 Item 2.



SEPTEMBER 1 – 30, 2025

Every September during Hunger Action Month, North Texas Food Bank holds an annual Peanut Butter Drive to highlight food insecurity throughout our community. Donated jars of peanut butter and other nut butters are distributed through feeding initiatives like our *Nourish the Future* programs, which fight child hunger by partnering with schools and community organizations to provide healthy food to children and families.

Last year, through the support of our community, we collected more than 84,000 pounds of peanut butter and raised nearly \$300,000 to purchase additional peanut butter during the year. Our goal this year is to collect \$350,000 and 100,000 pounds! To get involved, your company, school or organization can register to host a drive or participate virtually, or you can collect jars and drop them off at our Perot Family Campus.

For more information, visit ntfb.org/peanutbutterdrive.

NORTH TEXAS GIVING DAY SEPTEMBER 18, 2025

Join your fellow North Texans on September 18 to make this year's North Texas Giving Day the most successful ever! In 2024, our community came together to raise the funds needed to provide **more than 4.1 million nutritious meals!**

As the cost of living continues to rise, our neighbors facing hunger need your support more than ever. Beginning on September 1, you can schedule your online gift in advance or set a reminder to give on September 18. Visit ntfb.org/givingday to help our community thrive.

**NORTH TEXAS
GIVING DAY**
COMMUNITIES FOUNDATION of TEXAS

SPONSORED BY amazon

With your continued support, more families like Brenda's will have access to healthy food this fall.



Your Support Makes a Difference for Brenda and Her Family

“Thank you so much for having these services for people who need them.”

Feeding a family of four is a balancing act for Brenda. Her husband's work in construction can vary widely depending on the weather, which means their monthly budget has its ups and downs.

One rainy day can lead to fewer work hours — and less money to cover the bills.

Thankfully, Brenda found a weekly food distribution at a North Texas Food Bank partner pantry. **Because of your support, she doesn't have to worry about providing healthy meals for her family.**

“Everything has gone up,” Brenda shares. “The assistance here is one less expense for us.”

Nutritious food is crucial for Brenda's two daughters, who are 4 and 8 years old. She particularly appreciates the fresh vegetables, milk and meat she receives at the distribution.

Your generosity makes a life-changing difference for Brenda and her family. Because of you, parents can put food on the table and provide their children with the nourishing meals they need to grow and thrive.

Brenda expresses her gratitude for your ongoing support. **“Thank you so much for having these services for people who need them.”**

“Weekend Warriors” Sloane and Sean Find Joy in Volunteering

You are a vital part of our supportive community —
thank you!

When Sloane and Sean first visited Community Lifeline Center, a North Texas Food Bank partner pantry, they were looking for a helping hand.

“We actually had a little bit of a struggle one month,” Sloane says, recalling when they received a water bill that exceeded their budget. **“We were both working full time and it was still a struggle for us.”**

When they got back on their feet, the support they had received inspired them to volunteer, which is now a regular part of their routine. **“We’re the weekend warriors,”** Sean says with laugh.

On Fridays and Saturdays, you’ll find the couple cleaning out and restocking the pantry. Sean’s construction company has also helped with repairs and installations.

As the costs of groceries, utilities and other living expenses continue to soar, Sloane and Sean have seen a drastic increase in the number of people in need of support.

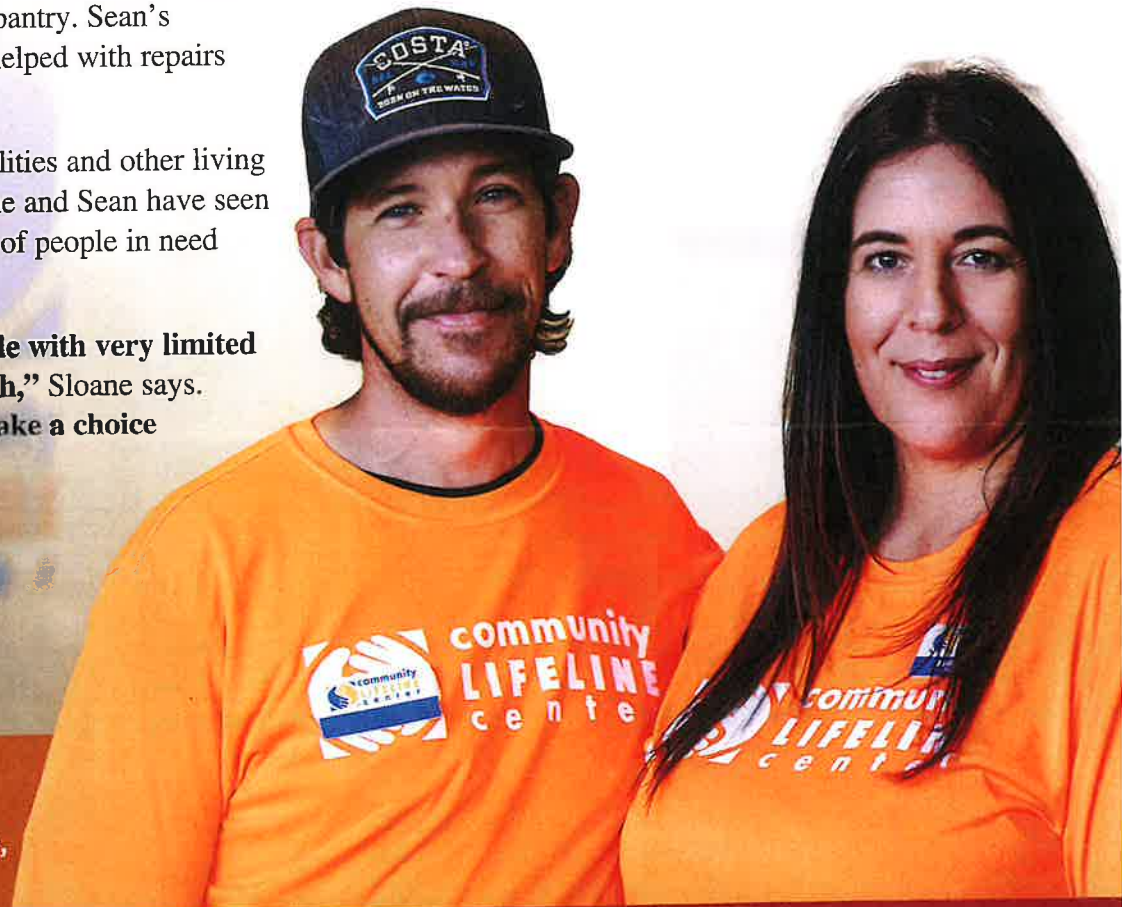
“I can’t imagine how people with very limited income are able to pull through,” Sloane says. **“That’s why they’ll have to make a choice**

between paying their water bill and eating.”

Much like Sloane and Sean, many other volunteers also needed help at one point in their lives. **“They got assistance. They’ve been homeless before. They lost their jobs,”** Sean describes, noting that both visitors and volunteers come from many different walks of life.

Thanks to your generosity, our neighbors facing hunger can rely on our community for nourishing meals — and lasting hope.

“We have a great community that really just wants to help,” says Sloane. **“It’s a huge blessing for us to be able to do this.”**



Thank you for investing in your neighbors. Your gift brings us one step closer to a hunger-free, healthy North Texas!



Physical Address:
3677 Mapleshade Lane
Plano, TX 75075
P 214.330.1396
F 214.331.4104

Mailing Address:
P.O. Box 676204
Dallas, TX 75267-6204

Our Vision:
A hunger-free, healthy North Texas



Connect with us on social media!

National Night Out

National Night Out, an annual, nationwide Neighborhood Watch campaign, is held in early October (Texas only). This program promotes involvement in local crime and drug prevention activities, strengthens police-community partnerships, and encourages neighborhood camaraderie as part of our national efforts to let criminals know that not only America and the State of Texas are united, but the City of Parker is also dedicated in building a safer and more caring community within our country. Along with the traditional “lights on” and front porch vigils, cities and towns across America celebrate NNO with a variety of events and activities such as: block parties, cookouts, parades, flashlight walks, visits from local police, and safety demonstrations.



Parker PD National Night Out 2025 Registration

National Night Out 2025 will be held on October 7, 2025. Please visit www.natw.org for more information and block party ideas.

The Parker Police Department would love to participate in all the National Night Out activities going on throughout the city. If your neighborhood or just a couple of friends are getting together to promote and participate in National Night Out 2025, please feel free to complete the [National Night Out Registration Form 2025](#) and we will be sure to stop by and say, "Hi"! Registered block parties will receive visits from members of the City Council, members of the City Staff, the Parker Police Department, and the Parker Fire Department.

If you would like to request cones or barricades for your event, please contact us at 972-442-0333.

Registration forms must be submitted by October 3rd at 5 p.m. via email to Michelle Hsieh (mhsieh@parkertexas.us)



Parker Police Department



National Night Out Registration Form October 7, 2025

Registration Deadline: October 3, 2025 at 5 p.m.

Please send completed forms to Michelle Hsieh (mhsieh@parkertexas.us)

Registrant Contact

Name: _____

Phone: _____

Email: _____

Neighborhood (if applicable): _____

HOA (if applicable): _____

Address: _____

Estimated Start Time: _____

Estimated End Time: _____

Estimated Kids Attendance: _____



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: August 21, 2025
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR APRIL 15, 2025. [REGULAR MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/01/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



MINUTES
CITY COUNCIL MEETING
APRIL 15, 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 Pettie called the meeting to order at 5:00 p.m. Mayor Pro Tem Todd Fecht (arrived @ 5:19 p.m.) and Councilmembers Randy Kercho, Terry Lynch, Amanda Noe, and Buddy Pilgrim (arrived @ 5:05 p.m.) were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, and Interim City Attorney Catherine Clifton

WORKSHOP (5:00 – 6:00 PM)

1. PROPOSED PERSONNEL POLICY MANUAL

[Proposed Personnel Policy Manual](#)

City Council and Interim City Attorney Clifton discussed the Proposed Personnel Policy Manual hyperlinked above.

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

Mayor Pettie adjourned the meeting at 5:58 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 Pettie called the meeting to order at 6:00 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, Interim City Attorney Catherine Clifton, Public Works Director Gary Machado, Fire Chief Justin Miller (arrived @ 6:45 p.m.), and Police Chief Kenneth Price (arrived @ 6:55 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 6:01 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettie reconvened the meeting at 7:00 p.m.

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

No action was taken.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Town of St. Paul Mayor Kent Swanner led the pledge.

TEXAS PLEDGE: Linda Nelson 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.

Linda Nelson, 5802 Corinth Chapel Road, spoke about her late husband, Elvis J. Nelson, and his legacy. (See Exhibit 1 – Linda Nelson’s handout, dated April 15, 2025.)

Lynnette Ammar, 6903 Audubon Drive, spoke in regard to item #7 on tonight’s agenda, “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.” Mrs. Ammar said she hoped City Council would discuss the item as she needs additional information. She feels all residents should receive services, but she questioned who would set the tax rate for residents in our Extraterritorial Jurisdiction (ETJ) and how this would affect current taxes.

ITEMS OF COMMUNITY INTEREST

Mayor Pettie reviewed the upcoming Community Interest items below:

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

CITY OFFICES ARE CLOSED FOR GOOD FRIDAY – APRIL 18, 2025

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)
April 20 No Voting (20 de abril) (Sin votar)	April 21 No Voting (21 de abril) (Sin votar)	April 22 Early Voting (22 de abril) (Votación adelantada)	April 23 Early Voting (23 de abril) (Votación adelantada)	April 24 Early Voting (24 de abril) (Votación adelantada)	April 25 Early Voting (25 de abril) (Votación adelantada)	April 26 Early Voting (26 de abril) (Votación adelantada)
		8 am – 5 pm	8 am – 5 pm	8 am – 5 pm	8 am – 5 pm	8 am – 5 pm
April 27 No Voting (27 de abril) (Sin votar)	April 28 Early Voting (28 de abril) (Votación adelantada)	April 29 Early Voting (29 de abril) (Votación adelantada)	April 30 (30 de abril)	May 1 (1 de mayo)	May 2 (2 de mayo)	May 3 Election Day (3 de mayo) (Día de elección)
	7am - 7pm	7am - 7pm				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.

MOTION: Councilmember Lynch moved to approve consent agenda items 3 through 5 as presented. Councilmember Pilgrim seconded with Fecht, Kercho, Lynch, Noe, and Pilgrim voting for the motion. Motion carried 5-0.

INDIVIDUAL CONSIDERATION ITEMS

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-841 APPROVING THE FUTURE APPOINTMENT/NOMINATION PROCESS.
City Council discussed Resolution No. 2025-841, the appointment/nomination process, and gave Interim City Attorney Clifton direction on drafting a future resolution.
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.

City Council discussed Resolution No. 2025-842, inclusion of the City's Extraterritorial Jurisdiction in the proposed Collin County Emergency Services District No. 1 but made no motion and took no action.

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

City Council discussed Resolution No. 2025-843, awarding contracts for the Dublin Road Water Line Project.

MOTION: Councilmember Pilgrim moved to approve awarding contracts for the Dublin Road Water Line Project, Phase 2. There was no second. Motion failed due to lack of a second.

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.

City Council discussed 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, but made no motion and took no action.

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.

MOTION: Councilmember Noe moved to refer the development of zoning regulations for commercial/retail use in the City of Parker, Texas, to include evaluation of current zoning map for possible location(s) and revenue tradeoffs specifically between commercial and residential. Councilmember Pilgrim seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

11. 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/FECHE].

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.

Mayor Pettie opened the public hearing regarding the 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 annexation at 8:58 p.m.

Developers John Arnold (and Neil Stenberg in the audience), with Skorborg Company, 8214 Westchester Drive, Suite 900, Dallas, Texas 75225, reviewed the Buckingham Lot Venture, LTD. Estates item, stating they agreed to the proposed Municipal Services Agreement and requested City Council approve the annexation.

No one came forward and Mayor Pettie declared the public hearing closed at 8:59 p.m.

MOTION: Councilmember Lynch moved to approve Ordinance No. 892, authorizing execution of the Municipal Services Agreement (MSA). Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

MOTION: Councilmember Lynch moved to approve Ordinance No. 893, annexing an 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. Councilmember Kercho seconded with Councilmembers Fecht, Kercho, Lynch, Noe, and Pilgrim for the motion. Motion carried 5-0.

ROUTINE ITEMS

12. UPDATE(S):

FM2551

Public Works Director Gary Machado said Texas Department of Transportation (TxDOT) is installing drainage and trying to move forward as quickly as possible but they are still experiencing weather delays.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

Councilmember Pilgrim said there is no update at this time.

ENGINEERING REVIEW

Councilmember Noe said she has been very busy and has not had time to continue her review. Mrs. Noe indicated she believed it would be a couple of months before she would be finished.

NOISE COMMITTEE

Councilmember Kercho said the Noise Committee would be meeting tomorrow, April 16, 2025, at 2:00 p.m. in City Hall and the meeting is open to the public. He commented the committee is still discussing various issues, but they were beginning to draft revisions to the ordinance for City Council to review.

CHAPARRAL INTERSECTION

Public Works Director Machado said the stop signs are installed and the painting on the road for better direction has been completed.

POST OFFICE/ ZIP CODE

Councilmember Lynch said there was no news, and no action has been taken.

NEWSLETTER

Mayor Pettle said newsletters should be emailed to residents tomorrow. She asked residents to let her know what they think.

CAPITAL IMPROVEMENT PLAN (CIP)

Mayor Pettle reviewed the projects completed, which were the purchasing of police equipment; police and public works vehicles; Phase 1 of the Dublin Road Waterline Project; repaving Church Lane, replacing concrete blocks in Moss Ridge; Lewis Lane maintenance, paving Curtis from Dillehay to Southridge and many other projects. The mayor noted the important North Texas Municipal Water District (NTMWD)

ANY ADDITIONAL UPDATES

None

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

[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 Bundtinis valued at \$28.00 to City Staff.

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

FUTURE AGENDA ITEMS

14. FUTURE AGENDA ITEMS

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

Hearing no requests, Mayor Pettle encouraged everyone to email her any requests.

ADJOURN

Mayor Pettle adjourned the meeting at 9:22 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 9th day
of September, 2025.

Patti Scott Grey, City Secretary

Linda S. Nelson



5802 Corinth Chapel Road, Allen, TX 75002
(214) 563-6921
lindasnelson@live.com

Exhibit 1

April 15, 2025

Subject: **Elvis J. Nelson Legacy**

Hello Mayor, Members of City Council and Members of City Staff,

My name is Linda S. Nelson, and I live with my mother Elaine Hand at 5802 Corinth Chapel Road in Parker Village.

My husband, Elvis J. Nelson, passed away in late January 2025 having lived in Parker since 2009. Elvis had a distinguished career in both military and civilian sectors. He served in the U.S. Air Force from 1962 to 1982, retiring as a Lieutenant Colonel, then worked in the private sector until his retirement in 2023.

A proud Cherokee Nation citizen, Elvis was active in the Cherokee Community of North Texas (CCNT), receiving the Cherokee Medal of Patriotism in 2013 and being designated a Cherokee Elder in 2023. The City of Parker also honored him with a citation in 2023.

In his memory, 229 books from his collection, including research, collectibles, and insights into Cherokee history, have been donated to the Collin County History Museum in McKinney.

Parker citizens can attend a reception at the museum on Friday, May 2, 2025, from 4:30 to 6:00 pm to launch the new research room housing this collection. Light hors d'oeuvres will be served. The program will include speakers from the local community and Cherokee Nation. Please RSVP on the Collin County History Museum website.

Personally, I want to thank Mayor Pettie and Council Member Noe for their personal calls and visits before and after Elvis' death. I ask that my comments be included in the Council minutes.

Warmest regards,

Linda Nelson

Widow of Elvis J. Nelson





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: August 21, 2025
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR AUGUST 12, 2025. [SPECIAL MEETING – DILLON MORGAN CONSULTING PRESENTATION]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/01/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



MINUTES
CITY COUNCIL MEETING
AUGUST 12, 2025

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettie called the meeting to order at 6:03 p.m. Councilmembers Billy Barron, Roxanne Bogdan, Colleen Halbert, and Darrel Sharpe were present. Mayor Pro Tem Buddy Pilgrim was absent (*Note: Mayor Pro Tem “Pilgrim joined the meeting remotely at the beginning of Executive Session and was present from that point to the end of the meeting.”*)

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey and Interim City Attorney Catherine Clifton

WORKSHOP

1. RECEIVE A PRESENTATION FROM DILLON MORGAN CONSULTING AND GIVE STAFF DIRECTION.

Solomon Israel, Managing Director ICT; Kishore Budde, Director – Business Transformation; and Mzee Dillon, Founder and CEO with Dillon Morgan Consulting; 5 Cowboys Way, Suite 300 Frisco, Texas, 75034, reviewed their PowerPoint Presentation, Introduction to DMC. **[See Exhibit 1- Introduction to DMC, dated Tuesday, August 12, 2025.]**

City Council discussed the information presented and planned to continue the discussion at a future City Council meeting.

EXECUTIVE SESSION START TO FINISH - 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, or duties of a city administrator.

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 special meeting to Executive Session at 6:36 p.m.

RECONVENE SPECIAL MEETING.

Mayor Lee Pettle reconvened the meeting at 9:00 p.m.

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

No action was taken.

ADJOURN

Mayor Pettle adjourned the meeting at 9:01 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Approved on the 9th day
of September, 2025.

Patti Scott Grey, City Secretary

Introduction to DMC



Our Mission

Our mission is **to partner with organizations to enable the successful execution of their visions and strategies, supporting those committed to making the world a better place.**



About Us

We are an enthusiastic team of consultants with diverse skill sets specializing in strategy, business transformation and organization effectiveness. Our approach not only drives sustainable results but also transforms leaders into ambassadors of continuous improvement who champion ongoing growth and excellence within their organizations.



Our Background

Founded in 2015, Dillon Morgan Consulting (DMC) is a global management consulting firm specializing in efficiency improvement, cost reduction, and profit optimization. With broad experience in company-wide transformations across various sectors and continents, our team also trains individuals to enhance business performance. Our consultants, certified in Lean Six Sigma, Project Management, Change Management and Organizational agility, deliver leading solutions

Dillon Morgan Consulting's office is located at 5 Cowboys Way, Suite 300, Frisco TX 75034



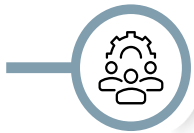
Strategic Planning & Execution

- Facilitate Strategic planning initiatives
- Translate Strategy to Objectives and Key Results (OKRs)
- Facilitate identification and prioritization of initiatives



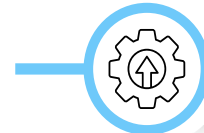
Leadership & Organizational Development

- Custom transformation training programs through DMC Academy, including Lean Six Sigma certifications
- Executive coaching and leadership workshops designed to foster resilient, high-performing teams



Insights & Analytics

- Identify meaningful metrics to drive key results
- Baseline performance and provide dashboard view
- Facilitate leadership to make data driven decisions



Process Improvement

- Identify opportunities for effectiveness and efficiency
- Drive opportunities to implementation
- Create a culture of continuous improvement

City of Parker Alignment on Ways of Working

Notice and Clarification of Role:

Dillon Morgan Consulting (DMC) is a management consulting firm and does not operate as a law firm, nor do we employ in-house legal counsel.

Accordingly, all findings, recommendations, and benchmark analyses provided by DMC are intended for strategic and operational guidance only. Legal interpretations and implications will be reviewed and vetted by the Parker City Attorney.

DMC will not be held liable for any legal interpretations or misapplications of the information provided.

Our Understanding – The City of Parker and the Opportunity to Partner

Our understanding of the situation:

- **The City of Parker**, home to over 6,200 residents and covering approximately 8 square miles, proudly carries a heritage that spans more than 56 years. Today, it offers a modern municipal government that blends the comforts of city convenience with the charm of country living at its best.
- Operating under a **Type-A General Law structure**, the City Council governs through ordinances and resolutions. At present, the City relies largely on informal understandings, with no standardized operating procedures (SOPs) or documented resolutions to clearly define how work is carried out. Following recent elections, the newly seated Council now faces the challenge of building a cohesive and effective governance team.
- The Mayor is committed to fostering collaboration, firmly believing that six minds working together are better than one. The Council shares this commitment and is united in its goal to make Parker a shared priority.
- To address the gaps, the City seeks to partner with **Dillon Morgan Consulting** to formalize systems and processes that align with its governmental structure. This partnership aims to strengthen shared understanding of roles, responsibilities and ways of working across all stakeholders—The Mayor, The Council and the City staff.

Proposed approach to achieve desired outcomes:

DMC recognizes the significance of this engagement and is committed to delivering meaningful and lasting outcomes. In close coordination with the City Attorney—to ensure alignment with the City's values, expectations, and policies—we will apply our proven Transformation framework, customized for the City of Parker's unique needs. Our approach consists of four structured phases with defined milestones:



Phase – 1: Discover - Conduct interviews with the Mayor, Council Members, and the 5 Department Heads to capture perspective on roles, responsibilities, and interactions. Document existing ("As-Is") workflows, processes, and coordination practices.



Phase – 2: Analyze - Evaluate findings against expectations of the City to identify areas of misalignment and root causes for lack of shared understanding and coordination challenges. Identify opportunities for improvement and probable solutions.



Milestone 1:

Prepare and submit a report summarizing key observations and recommendations for the City Council alignment workshop agenda.



Milestone 2:


Facilitate a full-day/half-a-day Workshop with the City Council during the first week of September to build consensus and foster collaborative working norms.



Phase – 3: Formalize & Adopt - Develop a draft of the standard operating procedures (SOPs) and governance protocols for the City Attorney to validate and for the Mayor and the Council to consider adoption. Further, support implementation with a tailored training and communication plan to ensure clarity and buy-in.



Phase – 4: Sustain: Transition sustainment to the City of Parker to maintain and continuously improve the adopted ways of working. DMC will step back at this point, having ensured the foundation is in place for ongoing success.

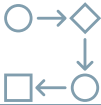
Timeline	Purpose	Activities	City of Parker involvement	Estimated Parker stakeholder Level of Effort (LoE)
 Phase 1: Discovery (Wk 1-2)	Document shared perspective of roles, responsibilities, and workflows.	Study available documentation, Conduct interviews with Mayor, Council, and Department Heads. Document As-Is workflows and coordination practices.	Mayor, Council Members, Department Heads	Moderate (interviews, process walkthroughs)

What to Expect



Interviews

- Discussion on the role & ways of working
- What you consider as Pain Points / Areas to improve
- Your recommendations
(*Inputs may also feed into Preparation for Strategic Planning in the future)



Process Mapping

- Workshops to facilitate visual representation of key process steps, roles and tools
- Decision criteria and Exceptions
- Earmark Opportunities for improvement

Outcomes



Consolidated record of key stakeholder point of view



Documented shared understanding of current process / ways of working

Phase – 2: Analyze

Timeline	Purpose	Activities	City of Parker involvement	Estimated Parker stakeholder Level of Effort (LoE)
 Phase 2: Analyze (Wk 2-3)	Identify root causes of coordination gaps and improvement opportunities.	Analyze interview findings; identify misalignments and develop probable solutions	Cross Department Stakeholder Participation in Workshops	Moderate (1-2 workshops of 1 Hr. each)

What to Expect



Root Cause Analysis

- Analysis of the information and insights gathered in Phase – 1
- Facilitated sessions to applying techniques such as Fishbone Analysis, 5 Whys etc.



Solution Ideation

- Facilitated ideation sessions applying techniques such as the Six Thinking Hats
- Facilitated Solution prioritization sessions applying techniques such as the PUGH Matrix

Outcomes





Solutions for identified opportunities for improvement




Prioritized set of recommendations for implementation

Key Milestones

Timeline	Activities	Purpose	City of Parker involvement	Estimated Parker stakeholder Level of Effort (LoE)
 Milestone 1 (Last week of Aug.)	Prepare and submit a report summarizing key observations and proposed recommendations for the City Council alignment workshop agenda.	Ready agenda and presentation for the Council Workshop in the 1 st week of Sep	Point of contact for review and helping with logistics	Low (review report)
 Milestone 2 (First week of Sept.)	Facilitate a workshop with the City Council to build alignment and foster collaboration.	Align Council on shared working model and collaborative practices.	Council Members, Mayor	High (full-day / Half-a-day participation)


Phase – 3: Formalize & Adopt

Timeline	Purpose	Activities	City of Parker involvement	Estimated Parker stakeholder Level of Effort (LoE)
 <p>Phase 3: Formalize & Adopt (Wk 4-5)</p>	Formalize ways of working; agreed-upon governance structure and support adoption.	Develop SOPs and governance protocols; design and deliver training and communication plan.	Mayor, Council, Department Heads, City Attorney	Moderate (review SOPs, attend training)




Documentation of SOPs

- Facilitated sessions to train/clarify ways of working
- Agreement on governance and future improvements




Training & Handover


- Facilitated sessions to train/clarify ways of working
- Agreement on governance and future improvements




SOPs (Standard Operating procedures), Roles & responsibilities




Governance and Improvement framework



40


Timeline	Purpose	Activities	City of Parker involvement	Estimated Parker stakeholder Level of Effort (LoE)
<div><div>Phase 4: Sustain (Ongoing – managed by the City)</div></div>	Ensure continuity and ownership of new practices by City staff.	City implements and sustains new ways of working; DMC transitions out.	City of Parker leadership and staff	Low (monitor and improve internally)

What to Expect



Process Adherence


- City to identify a process champion to promote adherence
- Setup a cadence and process to address any clarifications and to make any changes




Continuous Improvement

- Identify opportunities for improvement and pivot as necessary based on broader goals and compliance needs

Outcomes








Process to implement and govern adopted Ways of Working



Framework to initiate Improvements in the future

Stakeholders & Steering Committee

	Stakeholders & Steering Committee						Duties / Responsibilities
Sponsor	Lee Pettle Mayor						Provide strategic direction, oversight, and guidance to DMC and the project stakeholders
Stakeholder (The Council)	Roxanne Bogdan		Colleen Halbert	Buddy Pilgrim	Darrel Sharpe	Billy Barron	Ensure project supports the enterprise strategy and outcomes delivered are in line with the Goals
	Catherine Clifton (City Attorney)						
Stakeholder (Head of Dept)	 Justin Miller Chief of Fire	 Kenneth Price Chief of Police	 Grant Savage Finance Manager	 Grant Savage HR Manager	 Gary Machado Public Works Director	 Patti Scott Grey Asst City Admin/ City Sec	Provide the knowledge and expertise in a specific subject, business area, or technical area for a project/program
Comm / Gov / Reporting	Dillon Morgan Consulting						

Proposed Summarized Project Plan

Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Kick-Off								
Discover								
Conduct Interviews Mayor, Council and the 5 Department heads								
Document As-Is Process flows, documentation, Data								
Analyze								
Identify mis-alignments and develop probable solutions Analyze feedback and artefacts to prepare report								
Milestone – Report observations and plan for Council Workshop Present findings and recommendations along with plan for Council facilitation								
Milestone – Council Workshop Facilitation Facilitate workshop to build alignment and foster collaboration								
Formalize & Adopt								
Develop SOPs & Protocols Create process documents and governance framework								
Deliver Training & Communication Plan Create documentation for training & communication of agreed ways of working								
Sustain								
Sustenance & Continuous Improvement The City of Parker implements the new protocols and ways of working								
Project Closure								



REIMAGINE TRANSFORMATION



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: August 21, 2025
Exhibits:	Proposed Minutes

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR AUGUST 14, 2025. [SPECIAL MEETING – JORDAN RAMIREZ PRESENTATION]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/01/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



MINUTES
CITY COUNCIL MEETING
AUGUST 14, 2025

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettie called the meeting to order at 6:00 p.m. Mayor Pro Tem Buddy Pilgrim and Councilmembers Billy Barron, Roxanne Bogdan, Colleen Halbert, and Darrel Sharpe were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Interim City Attorney Catherine Clifton, and Police Chief Kenneth Price

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.

Lucy Estabrook, 4407 Church Lane, Parker, TX, did not come forward to speak but completed a Comment Card. (See Exhibit 1 – Lucy Estabrook's Comment Card, dated August 14, 2025)

Ray Hemmig, 3405 Bluffs Lane, Parker, TX, said he is addressing City Council regarding the opportunities for the development of the 101 acres formerly owned by Margaret Turner and now owned by some conditions of partnership related to the Huffines. He stated he is a registered protestant in the SOAH court filing and other filings. Mr. Hemmig indicated he felt the development was ignoring the concerns of the community regarding the sizes of the homes and the size of the development. Mr. Hemmig ended by stating he did not think the City should be proceeding to approve the development with a density of 254 homes.

Emily Plummer, 5908 Gregory Lane, Parker, TX, thanked everyone for listening to her comments, stating although she appreciated Mr. Ramirez's efforts to make this development something more agreeable to all parties, she is fundamentally opposed to Gregory Lane access, even for emergency use. Ms. Plummer said she fears Gregory Lane would be turned into non-emergency access in the future. She noted an example of a true emergency access in Montgomery Farms using concrete webbing in the grass strong enough to support a fire truck, but not a true road.

Syed Hussain, 1000 N. Murphy Road, Murphy, TX, said he was a developer and suggested options for the ETJ property.

Andrew Malczewski, 1328 Thornwood, Murphy, TX, said he did not think this new proposal was better than the previous one. He cautioned City Council to be careful moving forward.

Mayor Pettie said Surya Boddu, 614 Forest Hill Drive, Murphy, TX, and Olga Philip, 5803 E. Parker Road, Parker, TX, provided public comments against the development, which will be added to tonight's minutes for the record. (See Exhibit 2 –

Surya Boddu's email, dated August 13, 2025 and Exhibit 3 – Olga Philip's email, dated August 12, 2025.)

WORKSHOP

1. RECEIVE A PRESENTATION FROM JORDAN RAMIREZ REGARDING A PROPOSED DEVELOPMENT AGREEMENT RELATED TO PROPERTY IN THE ETJ; DISCUSS; AND GIVE STAFF DIRECTION.

Jordan Ramirez, Developer and Internet Marketer, reviewed a PowerPoint Presentation, "Domas - Parker Presentation v3" and a document named "FIRST AMENDMENT TO OPERATING AGREEMENT OF TEXAS PRAIRIE LAND, LLC". **[See Exhibit 4- "Domas - Parker Presentation v3" and a document named "FIRST AMENDMENT TO OPERATING AGREEMENT OF TEXAS PRAIRIE LAND, LLC", dated Tuesday, August 14, 2025.]**

City Council discussed the information presented and questioned Mr. Ramirez on the proposed settlement agreement. Additional discussion and questioning ensued.

EXECUTIVE SESSION START TO FINISH - 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 special meeting to Executive Session at 7:58 p.m.

RECONVENE SPECIAL MEETING.

Mayor Lee Pettie reconvened the meeting at 9:06 p.m.

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

No action was taken.

ADJOURN

Mayor Pettie adjourned the meeting at 9:07 p.m.

APPROVED:

Mayor Lee Pettle

ATTESTED:

Patti Scott Grey, City Secretary

Approved on the 9th day
of September, 2025.

PROPOSED

Exhibit 1

COMMENT CARD

Please complete and give to the City Secretary prior to the start of the meeting. All comments will be limited to 3 minutes. If you are with a group, please select one spokesperson to speak on the groups behalf.

-Thank you

Name: Lucy Estabrook Date: _____

Street Address: 4401 Church Lane Phone: _____

Subject/Agenda Item: _____ Email: _____

() I WISH TO SPEAK TO THE MAYOR AND CITY COUNCIL.

(☒) I DO NOT WISH TO SPEAK, BUT WOULD LIKE TO REGISTER MY OPINION.

Comments: Murphy + Parker are great neighbors.
Your project fits well in Murphy. Why not
annex with Murphy, and be Parker's
great neighbor?

STAY INFORMED: WWW.PARKERTEXAS.US

Patti Grey

From: Surya Boddu [REDACTED]
Sent: Tuesday, August 12, 2025 1:53 PM
To: Patti Grey
Subject: PLEASE DO NOT PUT ANY DRAINAGE LINES near to my community

Huffines property PLEASE DO NOT ENCOURAGE THIS DEVELOPMENT
WE are already overwhelmed with traffic and drainages

Exhibit 2

Patti Grey

From: Olga Philip [REDACTED]
Sent: Wednesday, August 13, 2025 8:00 AM
To: Patti Grey
Subject: Huffines Property: Development

Good morning board,

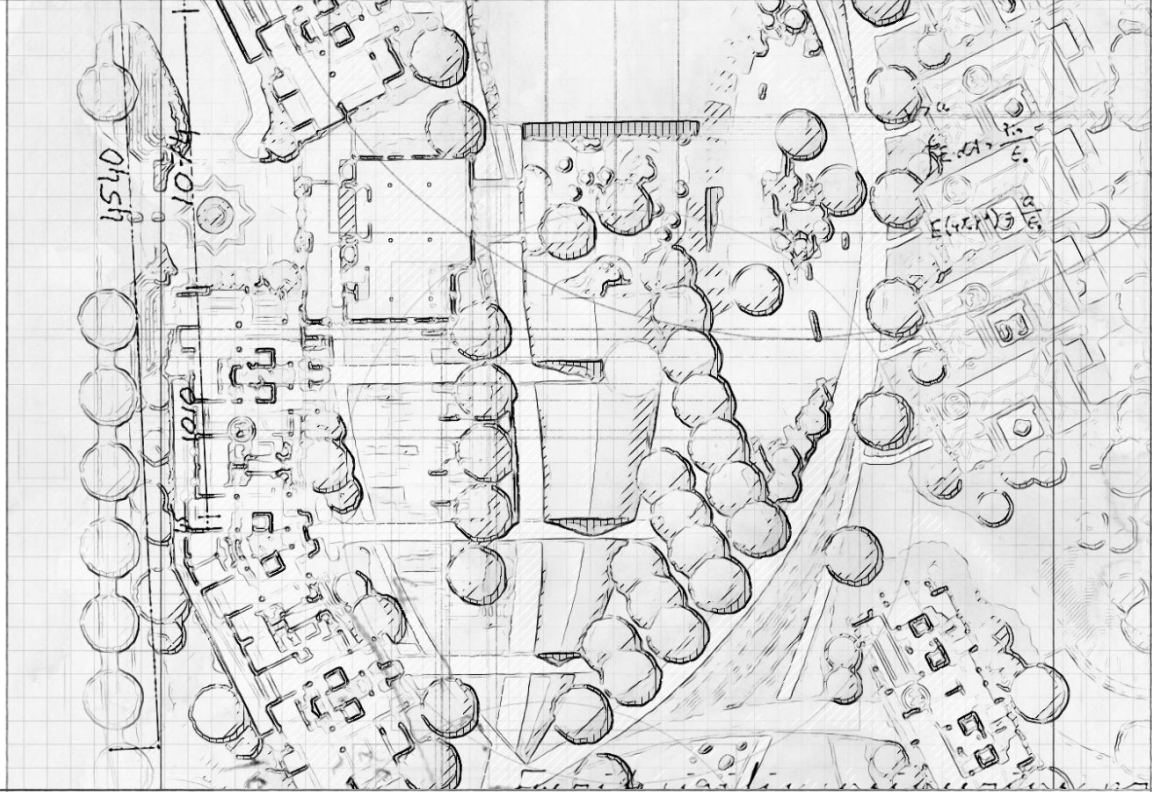
As a concerned local resident/citizen, I would like to object to any high density development. I trust you will put the best interest of all when you make your decision.

Warm regards,

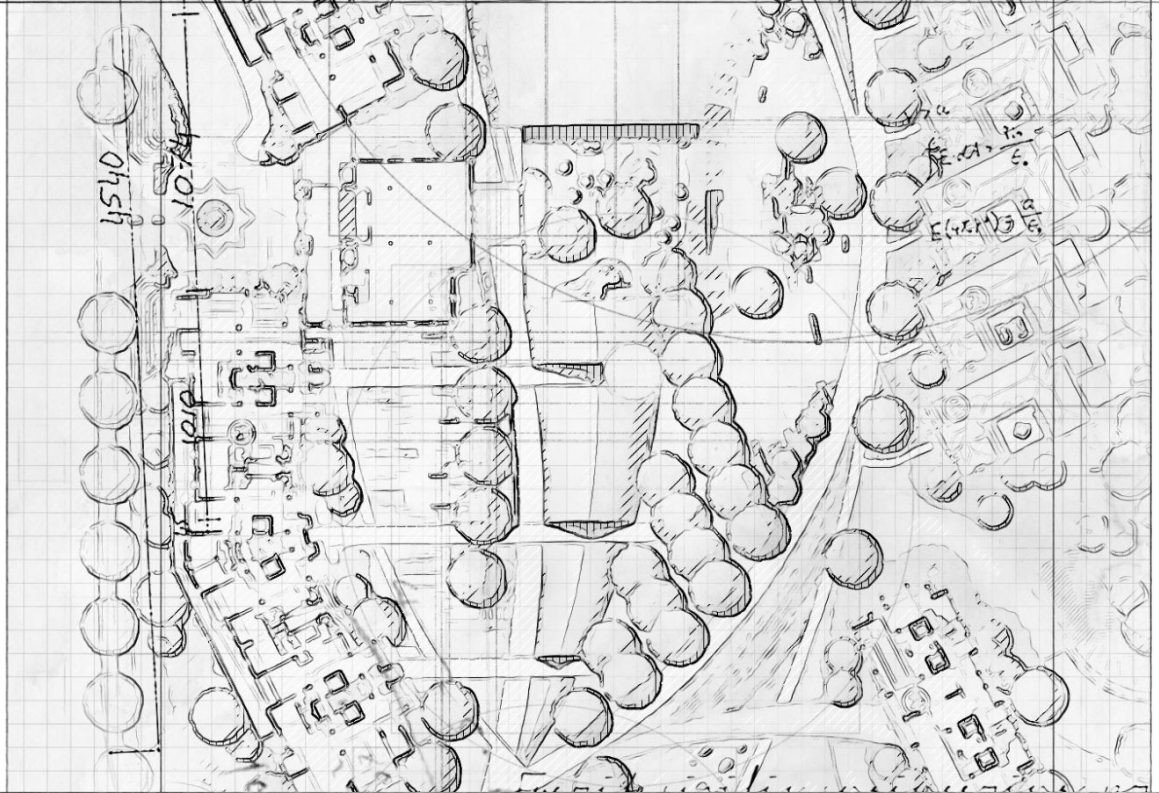
Olga P.

Exhibit 3

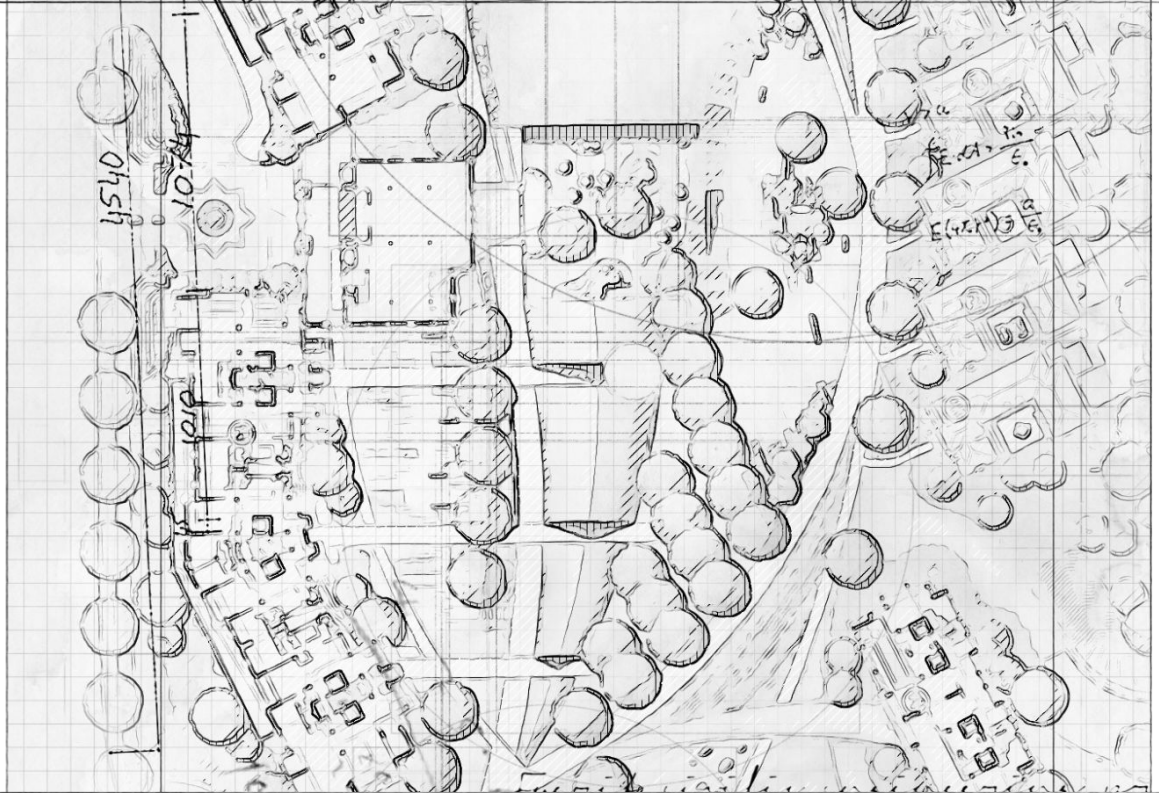
PROJECT HOMESTEAD



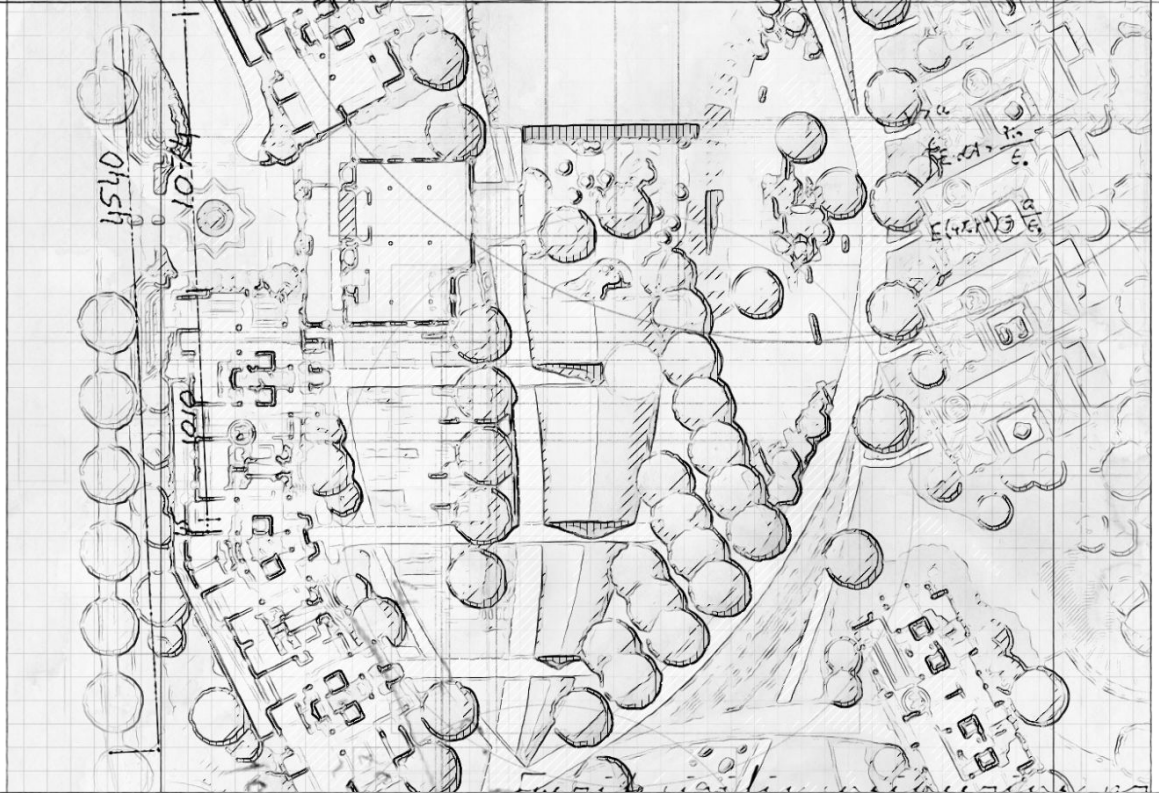
INTRODUCTION



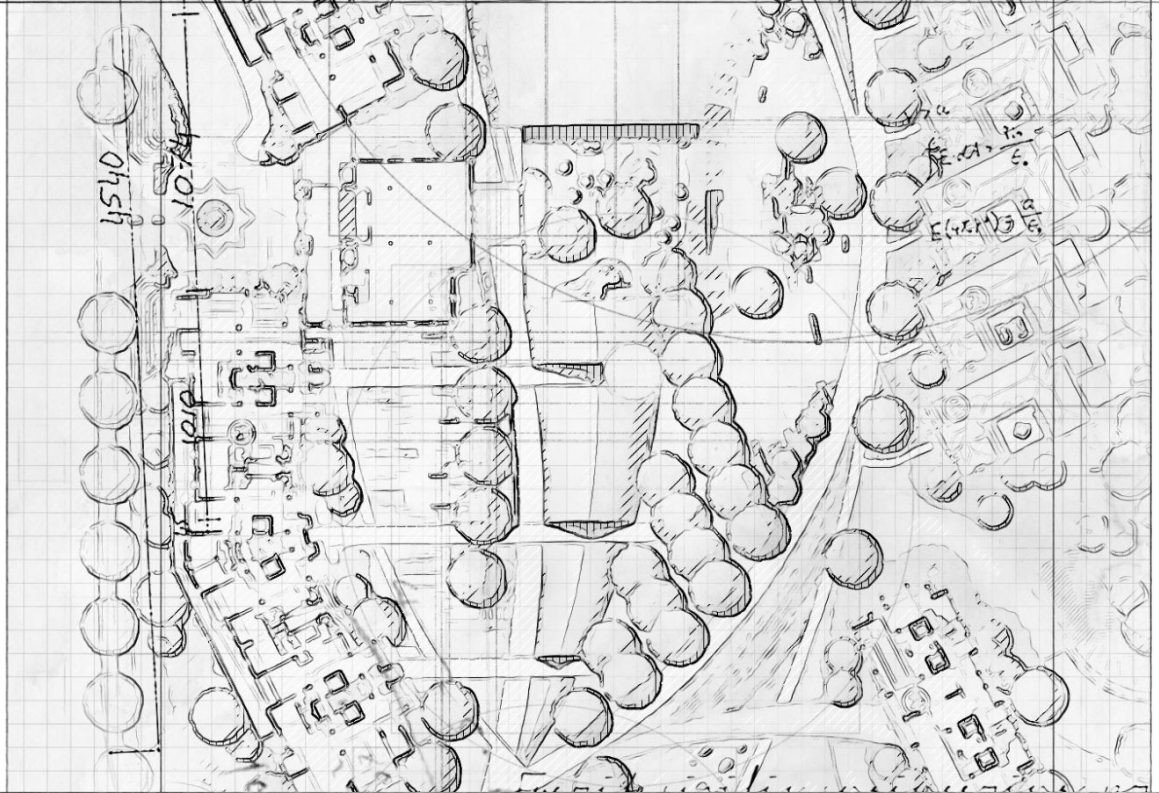
RUMORS ABOUT THE DEAL



RUMORS ABOUT MYSELF



MEET PROJECT HOMESTEAD

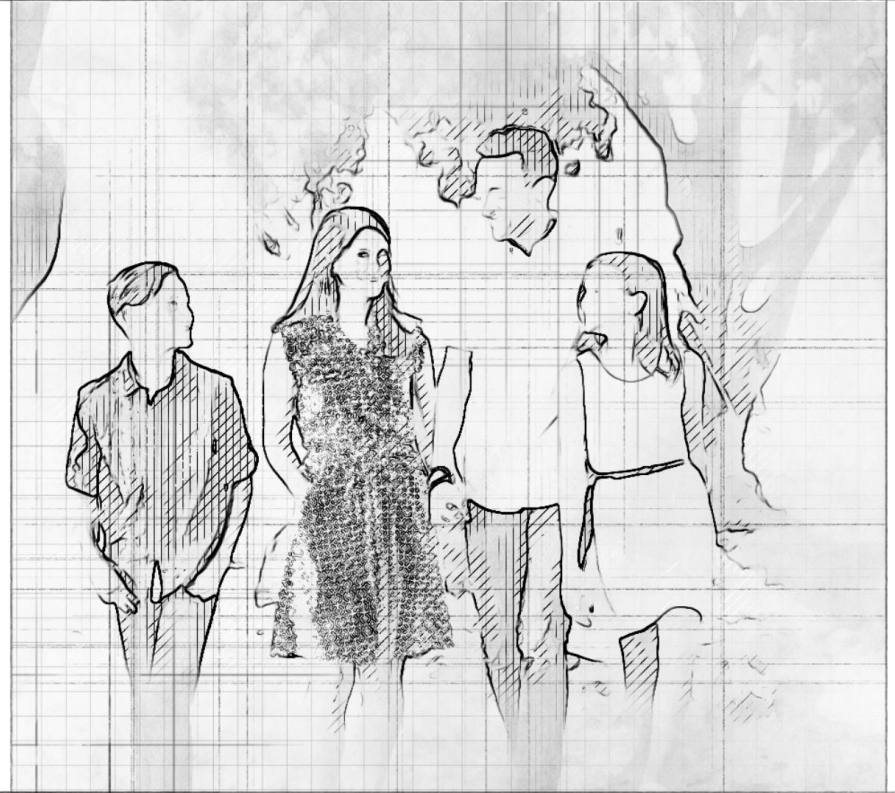


HOMESTEAD (noun)

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



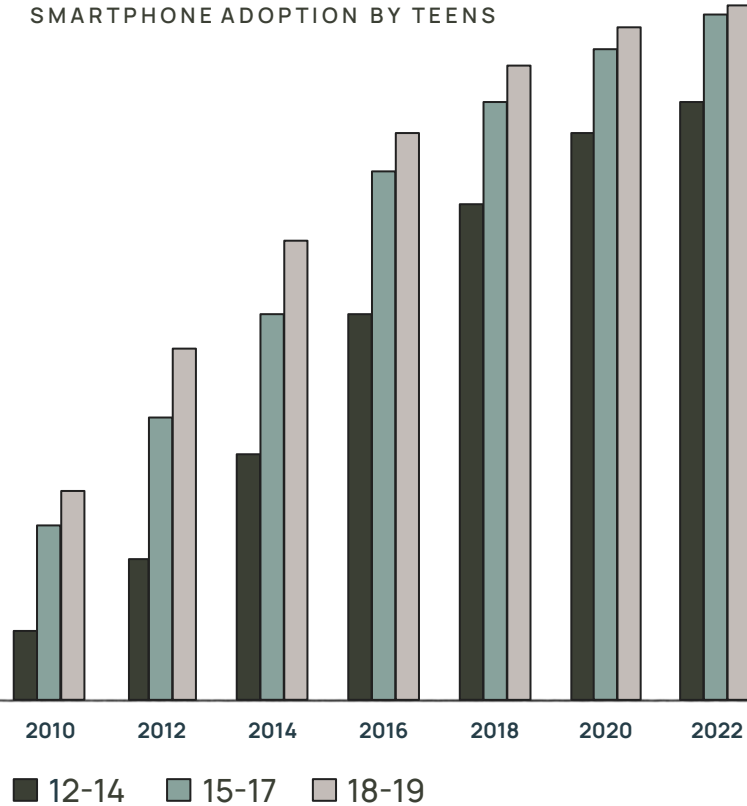
THE STATE OF THE AMERICAN FAMILY



THE RISE OF DIGITAL CHILDHOODS



SMARTPHONE ADOPTION BY TEENS



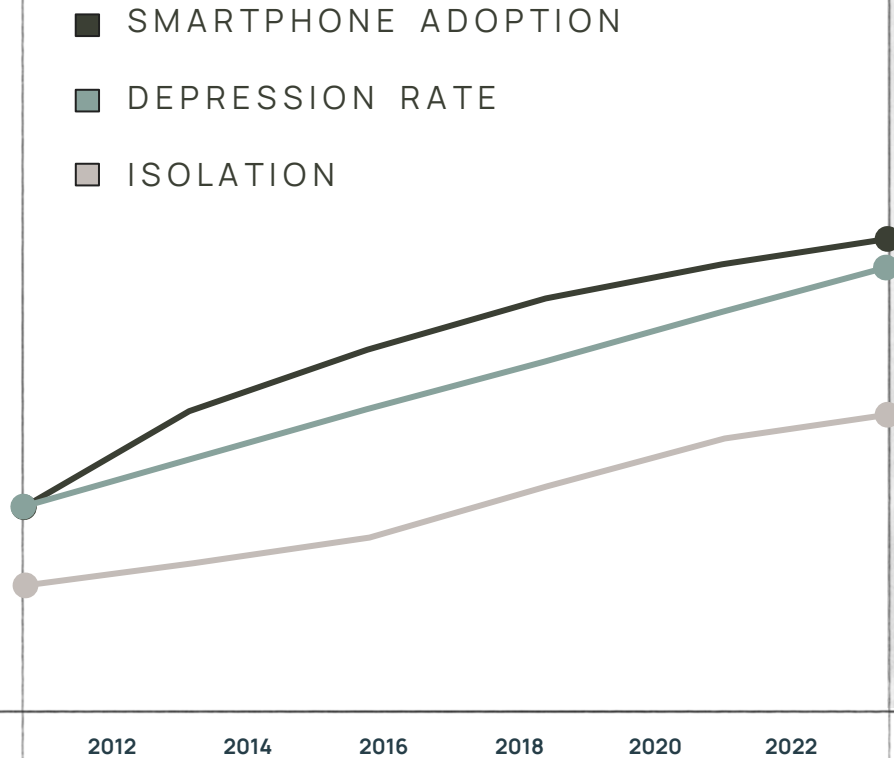
97%

of teens report
daily internet usage.

46%

say they are online
almost constantly.





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



THE RISE OF RURAL RETREAT

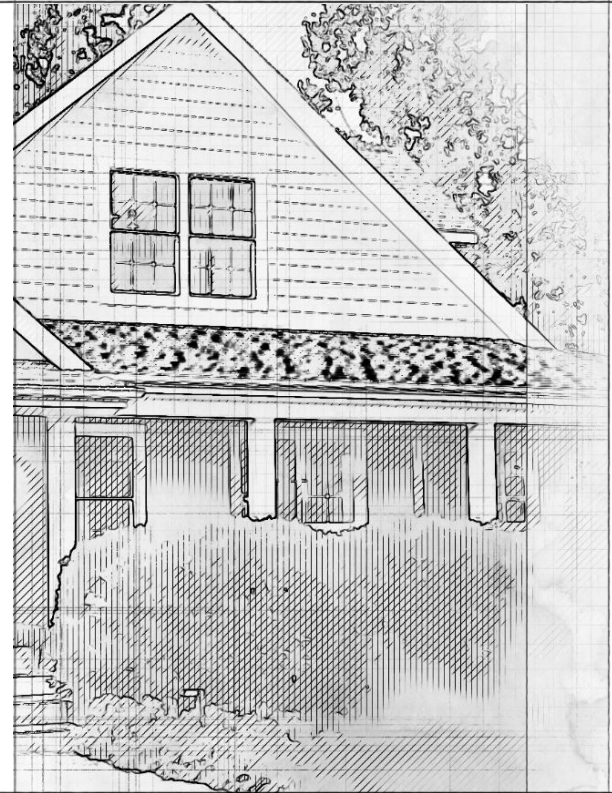


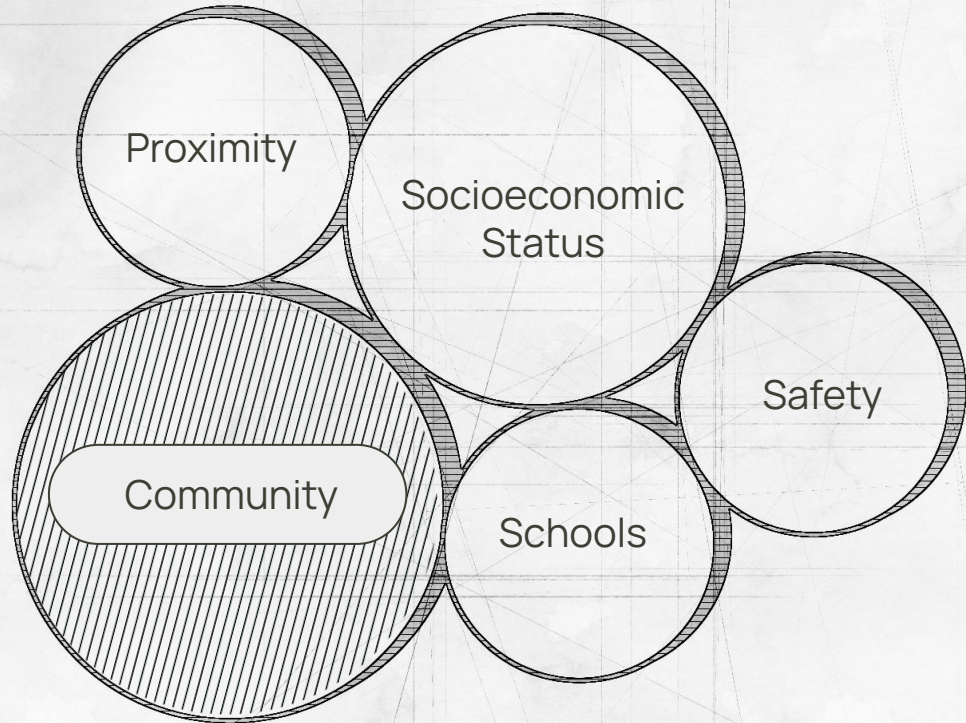
■ URBAN GROWTH RATE
■ RURAL GROWTH RATE

2019 2020 2021 2022 2023



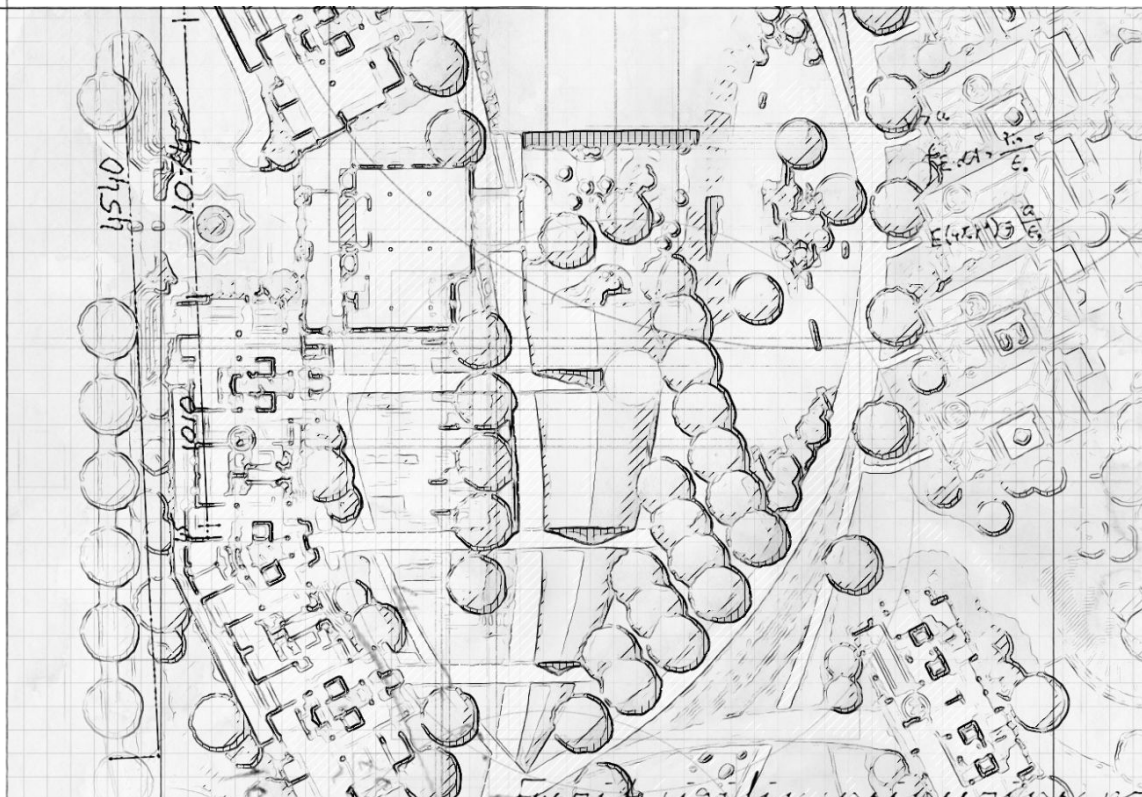
In the third quarter of 2023, Redfin reported that **30%** of their users were looking to move to a different metro area, with a significant number moving from high-cost urban areas like San Francisco and New York to more affordable suburban rural regions.

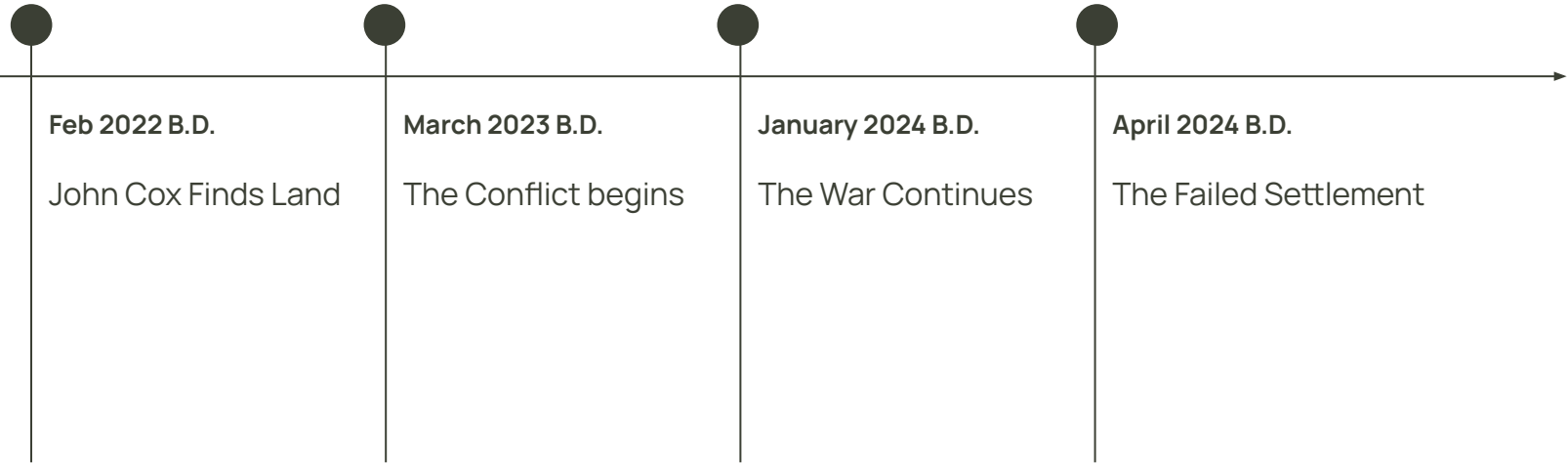


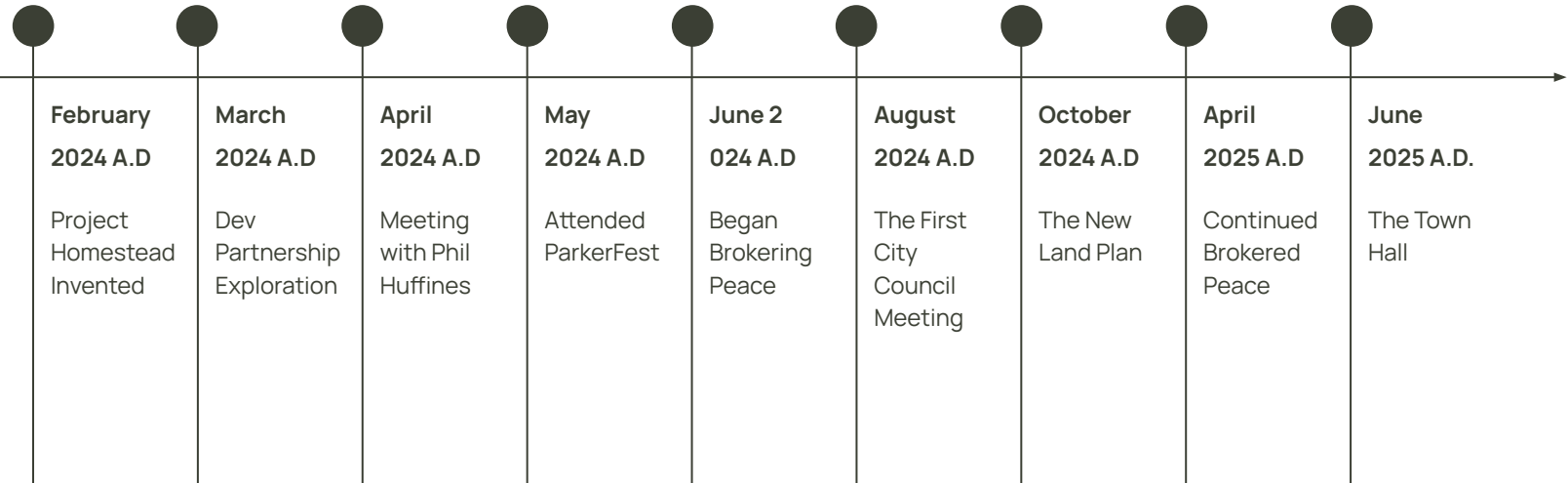




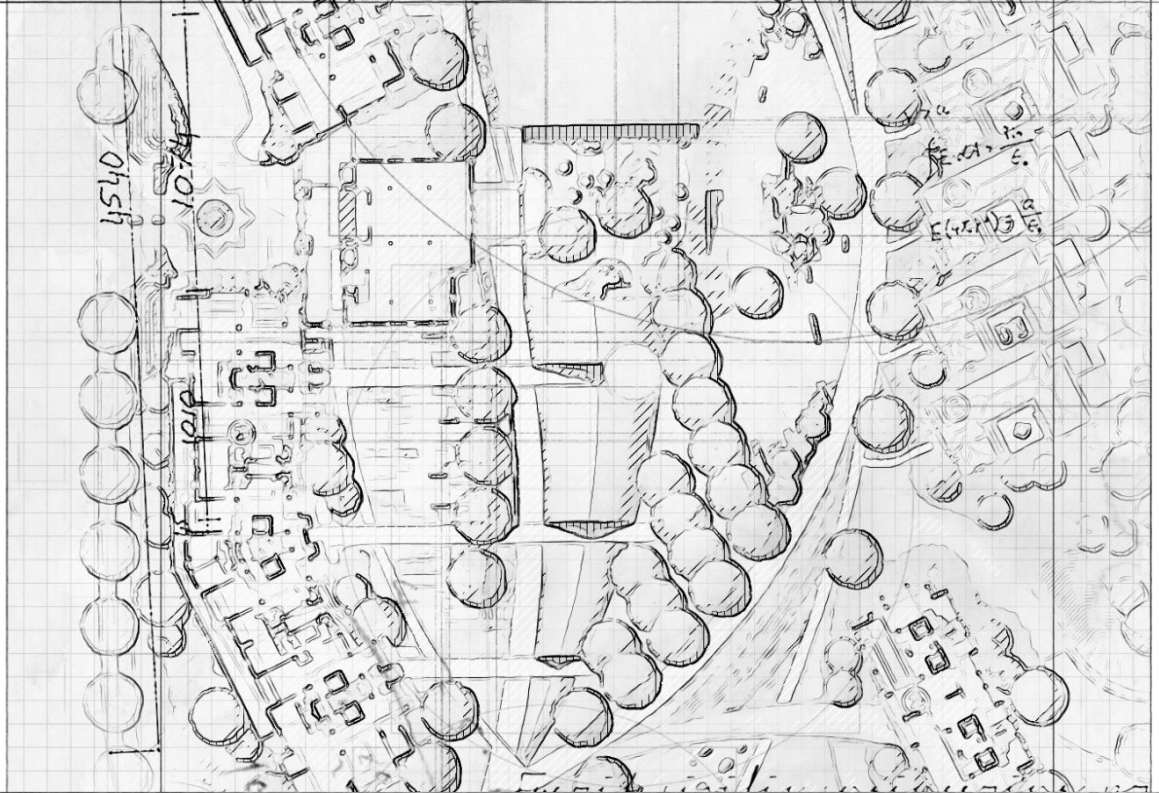
HOW I ARRIVED HERE







COMMUNITY REPRESENTATION





Mayor Lee

Mayor of Parker



Buddy Pilgrim

Resident of Parker



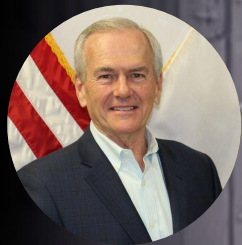
Carolyn Moebius

Opposition Leader [WWTP]

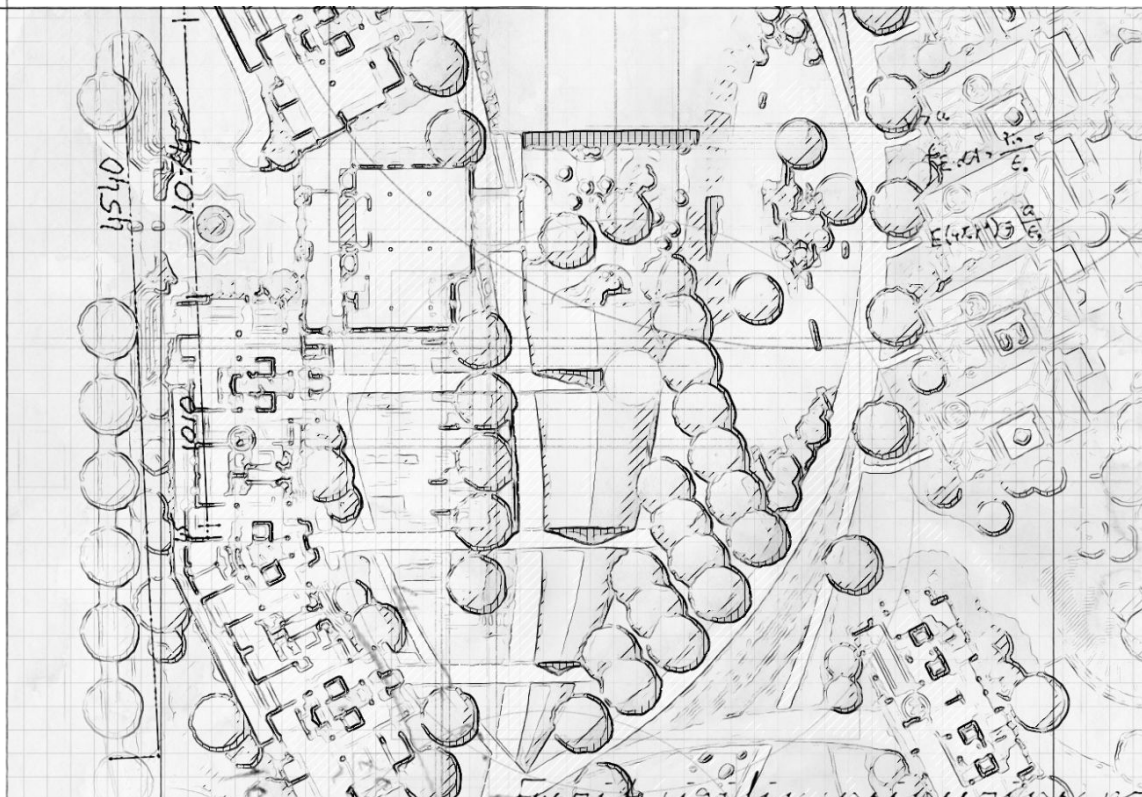


Stewart Matthews

Opposition Leader [Gregory Ln]



THE LAND PLAN



Acres set aside for pond, doesn't have to be this shape

Road connection needs to be here

Just do Center

Real 100-YR W

be
shape

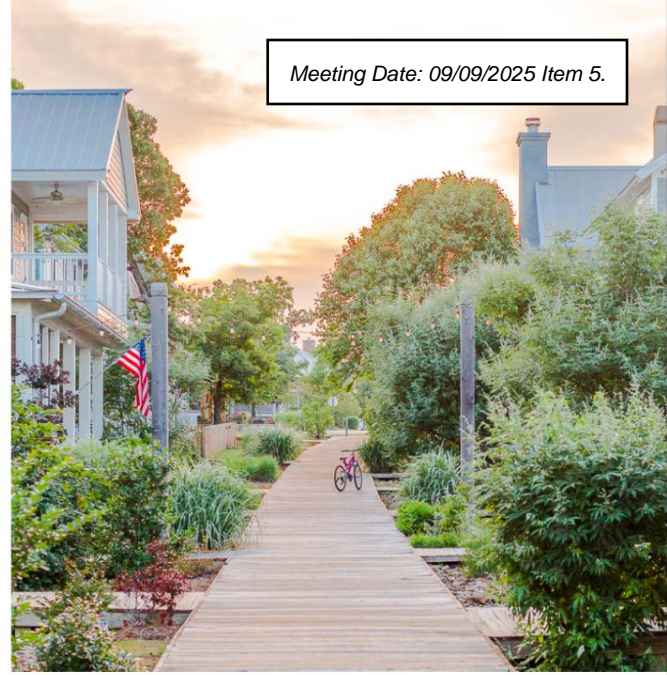
Acres set aside for pond, doesn't have to be this shape



LEGEND

- 1 Town Square
- 2 Central Promenade
- 3 Pocket Park
- 4 Adventure Park
- 5 Dog Park
- 6 Boardwalk
- 7 Retention Pond
- 8 Detention Pond



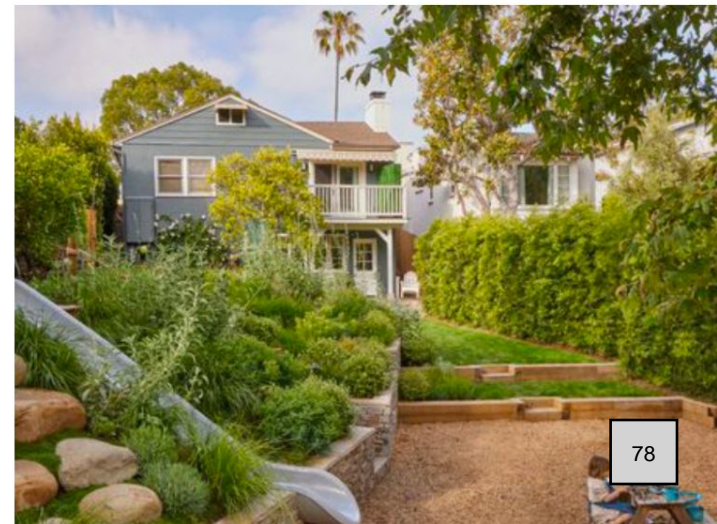


Meeting Date: 09/09/2025 Item 5.



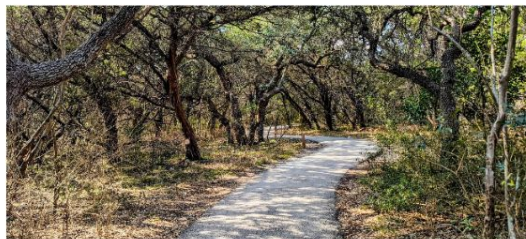


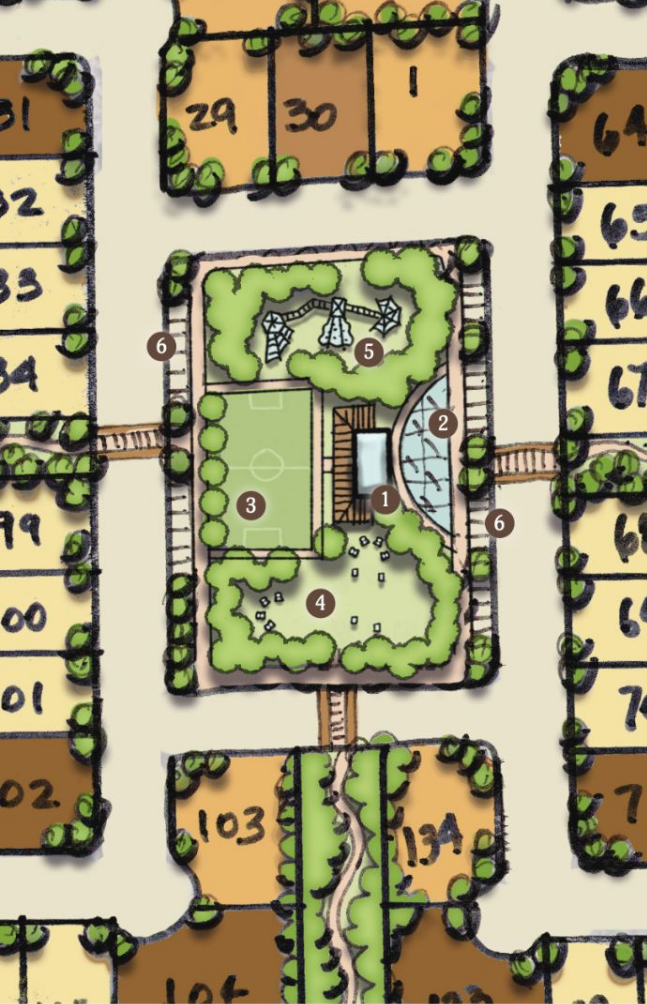
Meeting Date: 09/09/2025 Item 5.





Meeting Date: 09/09/2025 Item 5.





Meeting Date: 09/09/2025 Item 5.



LEGEND

- 1 Ice Cream Shop
- 2 Splash Plaza
- 3 Small Soccer Field
- 4 Open Lawn & Games
- 5 Climbing Play Area
- 6 Parking

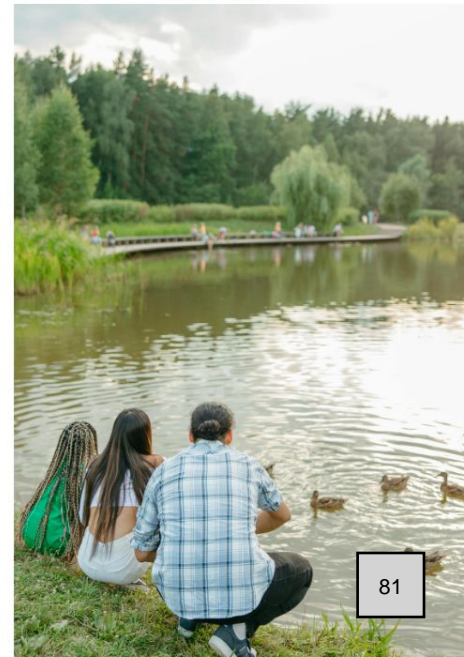
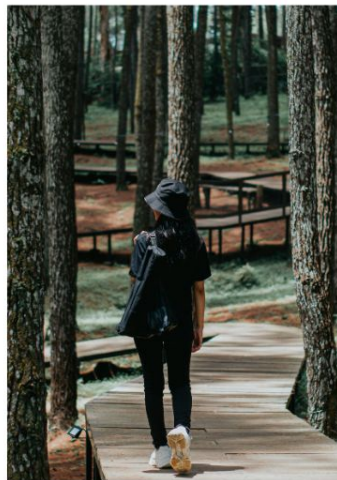




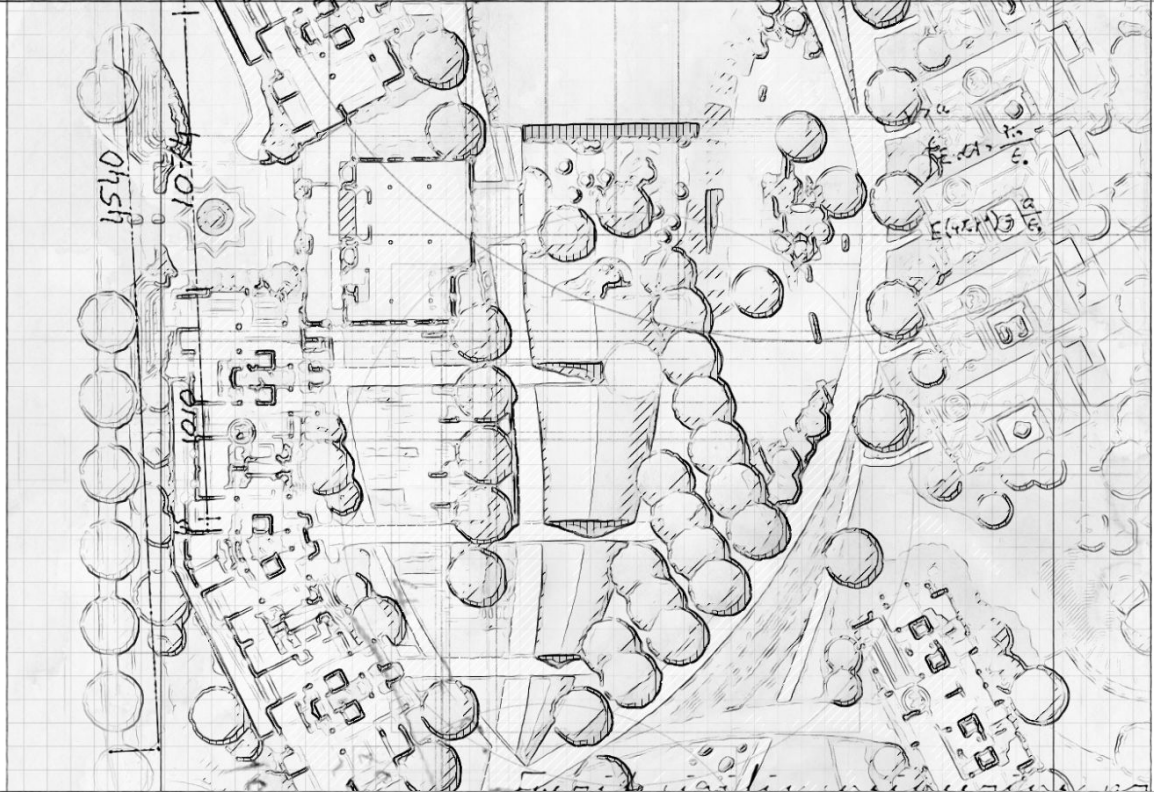
- 1 Ropes Course Play
- 2 Dog Park
- 3 Boardwalk
- 4 Retention Pond
- 5 Parking
- 6 Enhanced Entry Drive



Meeting Date: 09/09/2025 Item 5.



THE PEACE TREATY



GREGORY LANE

Meeting Date: 09/09/2025 Item 5.

- ✓ Emergency Access Only
- ✓ Protects Gregory Lane
- ✓ Limits Traffic to Emergency
- ✓ Limits Traffic to Construction
- ✓ Vow to Return Gregory Lane to Current State



WASTEWATER TREATMENT PLANT

Meeting Date: 09/09/2025 Item 5.



Removes the WWTP



Removes WWTP lawfare



Allows water and sewer from murphy or parker



FLOODING AND DRAINAGE

Meeting Date: 09/09/2025 Item 5.

- ✓ Protection via state law section 11.806
- ✓ Detailed Flood Study in progress currently
- ✓ Abides by the county floodplain management regulation
- ✓ Abides by the parker floodplain management regulation



IMMINENT DOMAIN [CONDEMNATION]

Meeting Date: 09/09/2025 Item 5.



Alignment with Standard MUD authority



Narrowed powers to standard MUD



Narrowed language to not include roads



Condemnation is only for water and drainage



PROPERTY AND HOME VALUES

Meeting Date: 09/09/2025 Item 5.



No Low Income Housing



Estimated \$770k - \$1M



Protecting Property Value



ROLLING RIDGE SEPARATION

Meeting Date: 09/09/2025 Item 5.



Preservation of Rolling Ridge Treeline



Promise of Enhanced Landscaping



Rod Iron Fences Prohibited to Rolling Ridge



Requirement for 6 ft board on board fencing



LAND PLAN DENSITY

Meeting Date: 09/09/2025 Item 5.



From 660 to 254



Original Land Price



\$500-\$1M in Legal Fees



Slowed Development Timeline



Continued Processing of Debt Load



“THE FUTURE ROAD”

Meeting Date: 09/09/2025 Item 5.



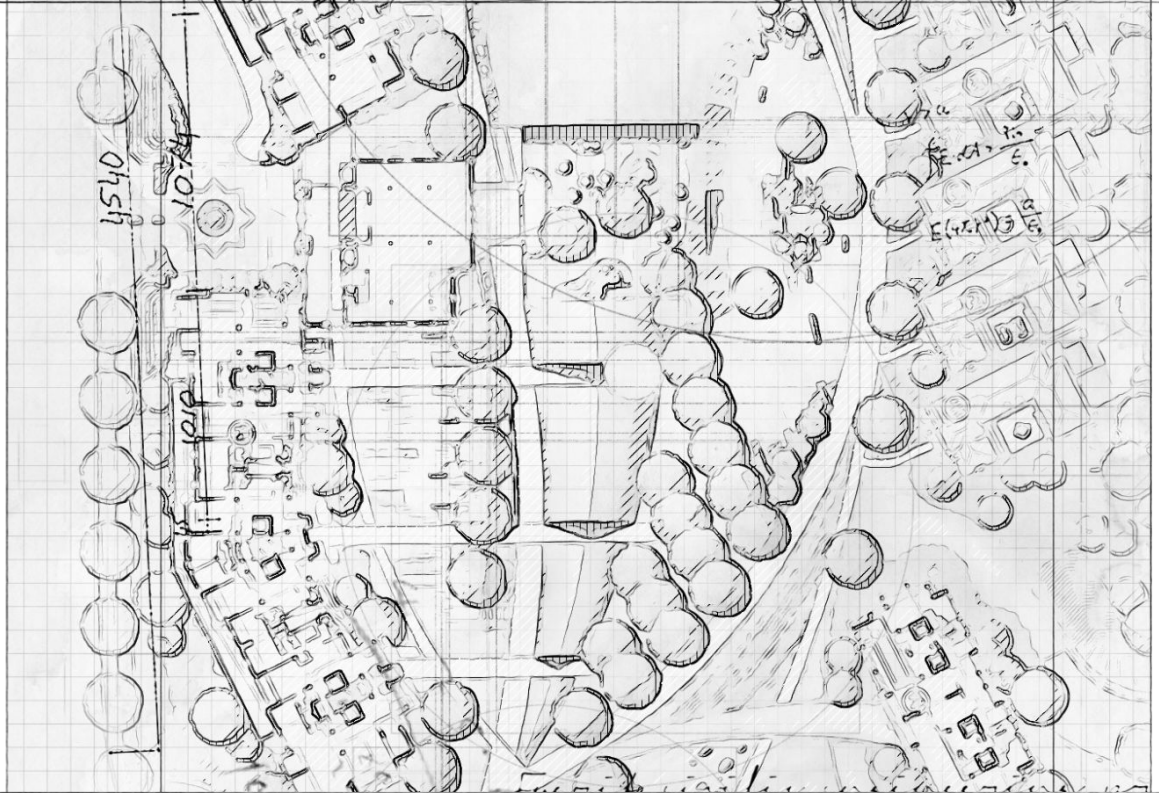
Walkway to be removed



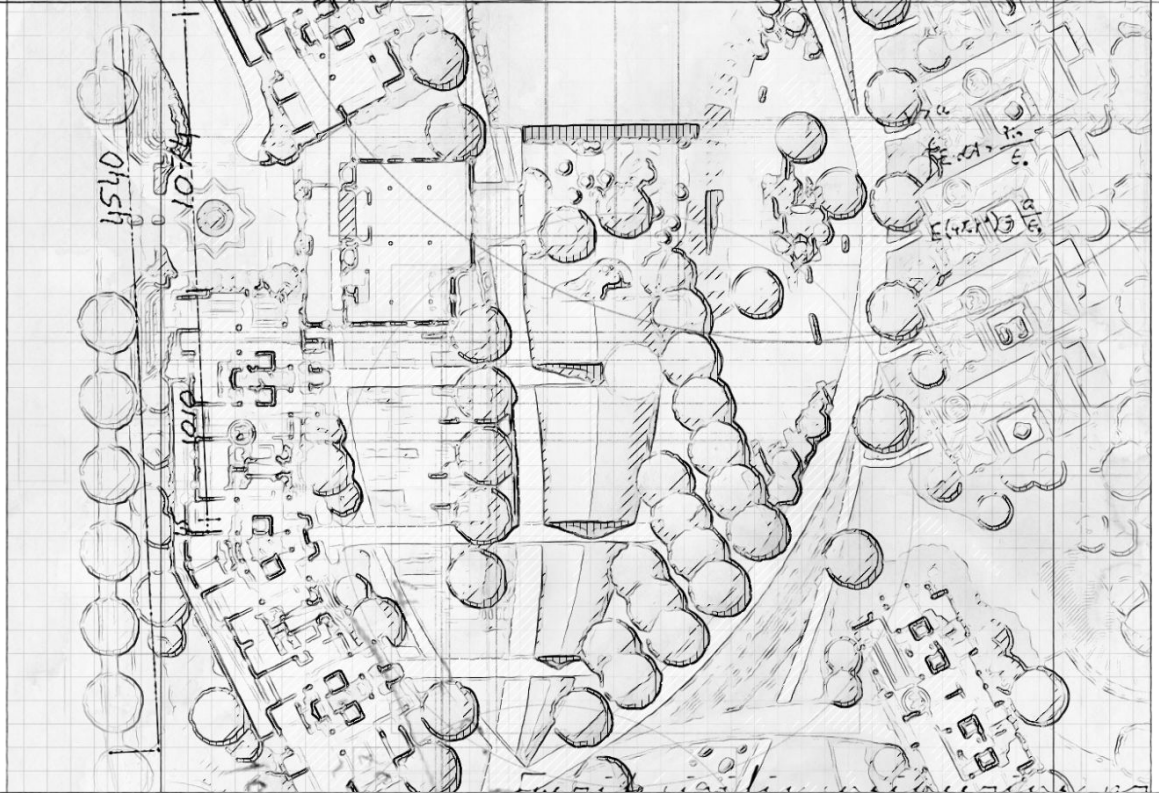
Not an official future road



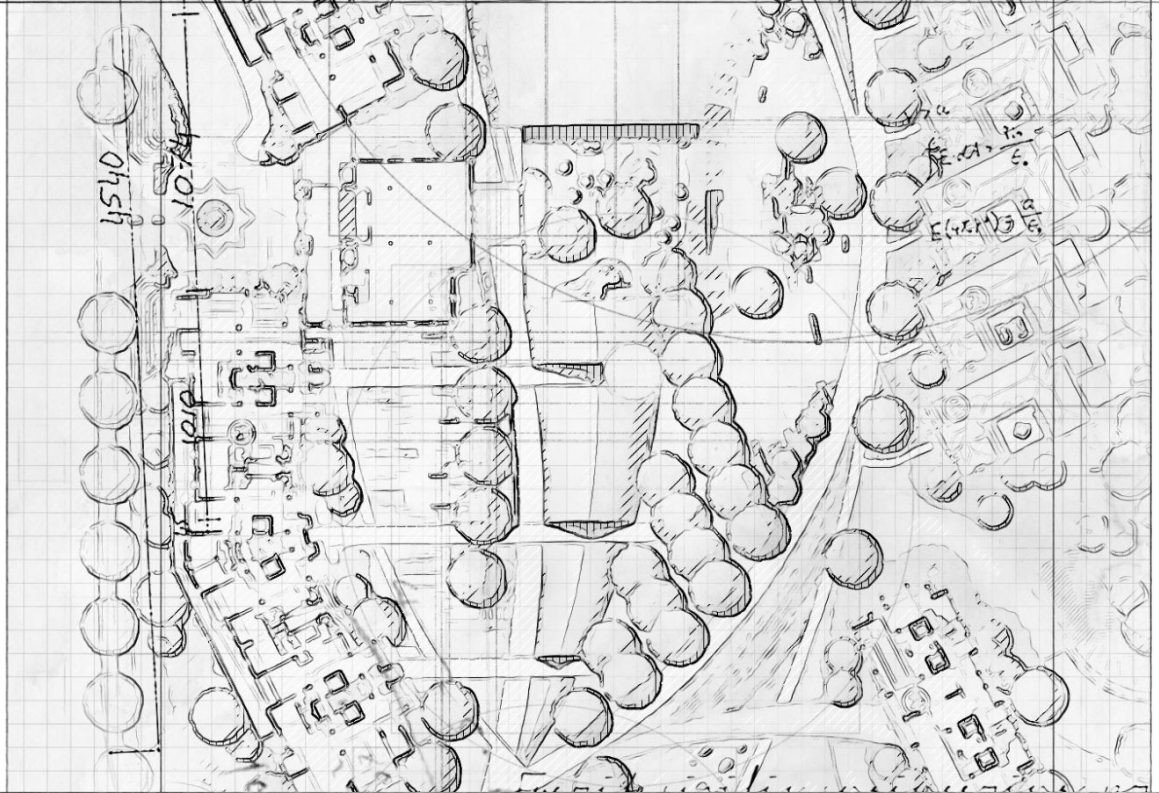
THE INVITATION



WRITTEN Q&A



OPEN Q&A



**FIRST AMENDMENT TO OPERATING AGREEMENT
OF
TEXAS PRAIRIE LAND, LLC**

This First Amendment to Operating Agreement of Texas Prairie Land, LLC (this “First Amendment”), is made and entered into as of May 20, 2025, (the “Amendment Date”), by and among the undersigned, being all of the Members of Texas Prairie Land, LLC, a Delaware limited liability company (the “Company”).

RECITALS:

WHEREAS, the Members have entered into that certain Operating Agreement of Texas Prairie Land, LLC (the “Original Agreement”), dated as of July 28, 2020. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as assigned to such capitalized terms in the Original Agreement.

WHEREAS, John Cox, has been removed as Manager of the Company.

WHEREAS, the Members desires to amend the Original Agreement to name a replacement Manager in place of John Cox and to change the principal office of the Company.

NOW, THEREFORE, the Members hereby amend the Original Agreement as follows:

AMENDMENT

1. Management of the Company. As of the Amendment Date, the Manager of the Company shall be Phillip Huffines, acting alone and without the joinder of the other or any other person or Member (the “Manager”). Accordingly, the definition of “Manager” in Section 1.18 of the Original Agreement is amended in its entirety to read as follows:

“Manager” means Phillip Huffines, acting alone and without the joinder of the other or any other person or Member.”

2. Principal Office. The principal office of the Company is hereby amended. Section 2.4 of the Original Agreement is hereby amended in its entirety to read as follows:

“The principal office of the Company shall be 8200 Douglas Avenue, Suite 300, Dallas, Texas 75225, or such other location as may be hereafter determined by the Manager.”

3. The Original Agreement as amended hereby is in full force and effect and is hereby ratified and confirmed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

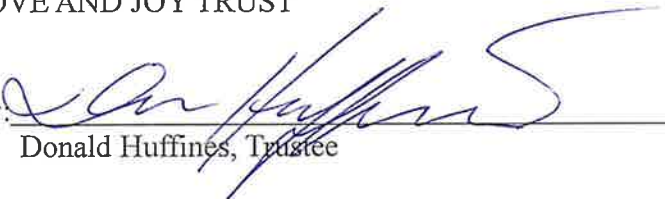
IN WITNESS WHEREOF, the Members have executed this First Amendment as of the Amendment Date written above.

MEMBERS:

PHILLIP W. HUFFINES 2018 IRREVOCABLE TRUST

By: 
Phillip W. Huffines, Trustee

LOVE AND JOY TRUST

By: 
Donald Huffines, Trustee

Signature Page

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

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Exhibit A MEMBERS AND PERCENTAGE INTERESTS	

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS PROHIBITED UNLESS SUCH SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE MEMBERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RESTORE THE GRASSLANDS LLC is entered into to be effective as of July ____, 2025 (the “Effective Date”), by **Phillip Huffines 2018 Irrevocable Trust (“PH Trust”)**, **Texas Prairie Land, LLC**, a Delaware limited liability company (“TPL”), and **Jordan Ramirez (“Ramirez”)**, as Members.

Certain terms used in this agreement are defined in Article II hereof.

RECITALS

A. Restore the Grasslands LLC, a Texas limited liability company (the “Company”), was formed with the filing of the Certificate on September 2, 2019, with the Secretary of State of Texas, but the Company conducted no business prior to July 28, 2020.

B. On July 28, 2020, TPL, acting as the sole Member of the Company, entered into that certain Limited Liability Company Agreement of Restore the Grasslands LLC, as amended by that certain First Amendment to Limited Liability Company Agreement of Restore the Grasslands LLC, and pursuant to such First Amendment, John C. Cox (“JCC”) was designated as the manager of the Company.

C. On September 22, 2023, the Limited Liability Company Agreement of Restore the Grasslands LLC was further amended by that certain Amended and Restated Limited Liability Company Agreement of Restore the Grasslands LLC wherein, in addition to other matters set forth therein, JCC was admitted as a second Member in the Company (collectively, the “First Amended and Restated Agreement”).

D. On April 10, 2025, JCC resigned his position as manager of the Company, JCC conveyed his [REDACTED] interest to the Company and JCC was removed as a second Member in the Company and in his place, Phillip Huffines was immediately appointed as manager of the Company.

E. On April 10, 2025, PH Trust acquired the [REDACTED] interest in the Company and the First Amended and Restated Agreement of Restore the Grasslands LLC was further amended by that certain Second Amended and Restated Limited Liability Company

Agreement of Restore the Grasslands LLC wherein, in addition to other matters set forth therein, JCC was removed as a second Member in the Company and PH Trust was admitted as a second Member in the Company (collectively, the "Second Amended and Restated Agreement").

F. As of the Effective Date, Phillip Huffines has resigned as manager of the Company.

G. As of the Effective Date, Ramirez has purchased a [REDACTED] Percentage Interest in the Company and TPL and PH Trust desire to admit Ramirez as a third Member in the Company and in connection with such admission, by this Third Amended and Restated Limited Liability Company Agreement, TPL, PH Trust and Ramirez have agreed to and do hereby amend, restate and replace the Second Amended and Restated Agreement in its entirety, on the terms set forth herein and appoint Ramirez as the Managing Member of the Company, to perform all duties and management of the Company including the day-to-day business affairs of the Company and to do and perform all acts and duties to fulfill the business purpose of the Company.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

ARTICLE I. ORGANIZATIONAL MATTERS

1.1 Continuation. Subject to the provisions of this Agreement, the Members hereby continue the Company as a limited liability company pursuant to the Texas Act. Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company shall continue to be governed by the Texas Act.

1.2 Name. The name of the Company shall continue to be, and the business of the Company shall continue to be conducted under the name of, Restore the Grasslands LLC. A Majority Interest may change the name of the Company at any time and from time to time.

1.3 Term. The Company shall continue in existence in perpetuity or until the earlier termination of the Company in accordance with the provisions of Section 9.1.

1.4 Registered Office and Principal Office of Company; Address of the Members.

(a) Company Offices. The registered office of the Company in the State of Texas shall be 1999 Bryan Street, Suite 900, Dallas, Texas 75201, and the registered agent for service of process on the Company at such registered office shall be CT Corporation System or such other registered office or registered agent as a Majority Interest may from time to time designate. The principal office of the Company shall be 8200 Douglas Avenue, Suite 300, Dallas, Texas 75225, or such other place as a Majority Interest may from time to time designate. The Company may maintain offices at such other place or places as a Majority Interest deems advisable.

(b) Address of the Members. The address of PH Trust is [REDACTED]

[REDACTED] the address of TPL is [REDACTED]

[REDACTED] and the address of Ramirez is [REDACTED]

1.5 Ownership. The Membership Interest of each Member in the Company shall be personal property for all purposes. All property and interests in property, real or personal, owned by the Company shall be deemed owned by the Company as an entity, and no Member, individually, shall have any ownership of such property or interest except by having an ownership interest in the Company as a Member. Each of the Members irrevocably waives, during the term of the Company and during any period of its liquidation following any dissolution, any right that it may have to maintain any action for partition with respect to any of the assets of the Company.

1.6 Title to Company Property. It is the desire and intention of the Members that legal title to all property of the Company shall be held and conveyed in the name of the Company.

1.7 Limits of Company. The relationship between the parties hereto shall be limited to the carrying on of the business of the Company in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be a limited liability company for the sole and limited purpose of carrying on such business. Except as otherwise provided for or contemplated in this Agreement, nothing herein shall be construed to create a partnership between the Members or to authorize any Member to act as general agent for any other Member.

1.8 Superseding Effect. This Agreement supersedes the Original Agreement and all other earlier limited liability company agreements with respect to the Company, and such previous agreements shall no longer have any force or effect from and after the Effective Date.

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

“Adjusted Capital Account” means, with respect to any Member, a special account maintained for such Member, [REDACTED]

“Adjusted Capital Account Deficit” means with respect to any Member, the deficit balance, if any, in the Capital Account of that Member as of the end of the relevant Fiscal Year or other relevant period, giving effect to the adjustments thereto and further adjusted as follows:

[REDACTED]

“Affiliate” means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Third Amended and Restated Limited Liability Company Agreement of Restore the Grasslands LLC, as it may be amended, supplemented, or restated from time to time.

“Book Depreciation” has the meaning set forth in Section 4.3(b)(v).

“Book Value” has the meaning set forth in Section 4.3(c).

“Business Day” means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

“Capital Account” means the capital account maintained for the Members pursuant to Section 4.3.

“Capital Contribution” or “Capital Contributions,” as the context may require, means any cash or other property contributed by the Members to the Company pursuant to the provisions of this Agreement.

“Capital Preference Amount” means, with respect to each Member, [REDACTED]

“Certificate” means the Certificate of Formation of the Company filed previously with the Secretary of State of the State of Texas, as such Certificate may be amended or restated from time to time.

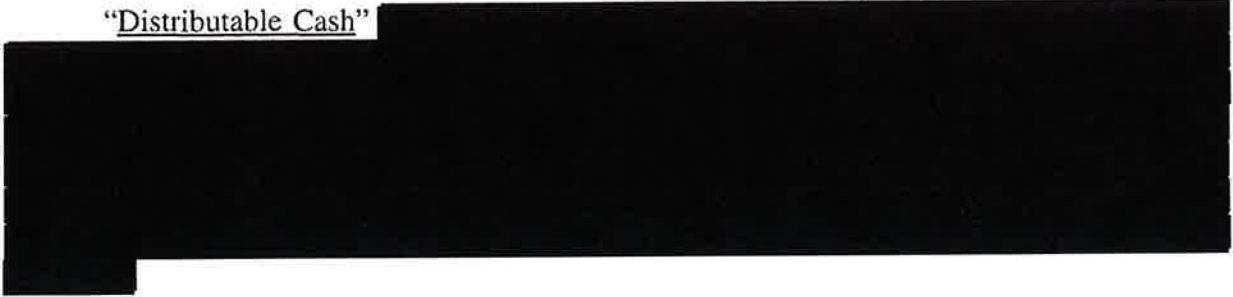
“Certificate of Termination” means the Certificate of Termination to be filed by a filing entity that has completed the winding up process pursuant to Section 11.101 of the Texas Act.

“Code” means the Internal Revenue Code of 1986, as amended and in effect from time to time.

“Company” means Restore the Grasslands LLC, the Texas limited liability company previously established pursuant to the Original Agreement with the filing of the Certificate with the Secretary of State of the State of Texas.

“Dissolution Event” has the meaning set forth in Section 9.1(b).

“Distributable Cash”



“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Estimated Federal Tax Liability” has the meaning set forth in Section 5.7(c).

“Estimated Net Taxable Income” has the meaning set forth in Section 5.7(d).

“Estimated Tax Liability” has the meaning set forth in Section 5.7(b).

“Fair Market Value” means the price in cash, or its equivalent, that an asset would bring considering its highest and most profitable use, if then offered for sale in the open market, in competition with other similar assets at or near the same location, with a reasonable time allowed to find a purchaser.

“Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

“Indemnitee” has the meaning set forth in Section 6.9.


“Losses” has the meaning set forth in Section 4.3(b).

“Majority Interest” means those Members that own more than 50% of the Percentage Interests.

“Managing Member” means Jordan Ramirez, an individual, who the Members have agreed to appoint as the manager of the Company who is responsible for performing all duties and management of the Company including the day-to-day business affairs of the Company and doing and performing all acts and duties to fulfill the business purpose of the Company pursuant to the terms of this Third Amended and Restated Limited Liability Company Agreement.

“Member” or “Members” means PH Trust, TPL, Ramirez and any other Person who has been admitted or is deemed to have been admitted as a Member in the Company and whose admission has been reflected on the books and records of the Company.

“Membership Interest” means the membership interest of a Member in the Company,



“Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(b)(1).

“Original Agreement” has the meaning set forth in Recital A.

“Partner Minimum Gain” shall mean partner nonrecourse debt minimum gain as determined under the rules of Regulations Section 1.704-2(i).

“Partner Nonrecourse Debt” has the meaning set forth in Regulations Section 1.704-2(b)(4).

“Partnership Minimum Gain” has the meaning set forth in Regulations Section 1.704-2(d).

“Percentage Interest” means the percentage set forth opposite each Member’s name on EXHIBIT A to this Agreement, as such exhibit may be amended from time to time in accordance with this Agreement.

“Person” means an individual or a corporation, partnership, limited partnership, limited liability company, trust, estate, unincorporated organization, association, or other entity.

“Profits” has the meaning set forth in Section 4.3(b).

“Regulations” means the Treasury Regulations promulgated under the Code, as amended and in effect from time to time (including corresponding provisions of any succeeding regulations).

“Regulatory Allocations” has the meaning set forth in Section 5.3.

“Settlement Notice” has the meaning set forth in Section 6.9(c).

“Tax Distribution” has the meaning set forth in Section 5.7(f).

“Taxable Loss” has the meaning set forth in Section 5.7(e).

“Tax Notice” has the meaning set forth in Section 5.7(a).

“Texas Act” means the Texas Business Organizations Code, as it may be amended from time to time, and any successor to such Texas Act.

“TPL” means Texas Prairie Land, LLC, a Delaware limited liability company, and its permitted successors and assigns.

“Transfer” has the meaning set forth in Section 8.1.

“Undistributed Capital” means, with respect to each Member at a particular time, the amount in a special recordkeeping account maintained by the Company for such Member,

ARTICLE III. PURPOSE

3.1 Purposes and Scope. The purpose and business of the Company shall be the conduct of any business or activity that may be lawfully conducted by a limited liability company pursuant to the Texas Act. Any or all of the foregoing activities may be conducted directly by the Company or indirectly through another company, partnership, joint venture or other arrangement.

ARTICLE IV. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions. On or prior to the Effective Date, TPL, PH Trust and Ramirez have made or shall have made those Capital Contributions, as reflected in the books and records of the Company. If, at any time, the revenues and other funds available to the Company are not adequate to meet its obligations, TPL, PH Trust and Ramirez shall make additional Capital Contributions in such amounts as the Majority Interest deems necessary.

4.2 Interest. No interest shall be paid by the Company on Capital Contributions or on balances in Capital Accounts.

4.3 Capital Accounts.

(a) Maintenance Rules. The Company shall maintain for each Member a separate Capital Account in accordance with this Section 4.3, which shall control the division of assets upon liquidation of the Company as provided in Section 9.4. Each Capital Account shall be maintained in accordance with the following provisions:

(i)

(ii)

(iii)

(iv)

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. If the Managing Member (with the approval of a Majority Interest) determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts (including, without limitation, increases or decreases relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or a Member), are computed in order to comply with such Regulations, the Managing Member may authorize such modifications, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Section 9.4 upon the dissolution and liquidation of the Company.

(b) Definition of Profits and Losses. “Profits” and “Losses” mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i)

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

(c) Definition of Book Value. “Book Value” means for any asset the asset’s adjusted basis for federal income tax purposes, except as follows:

(i)

(ii) The Book Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managing Member

(with the approval of a Majority Interest), as of the following times:

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED] would otherwise result in an adjustment pursuant to this Section 4.3(c)(iv).

(v)

[REDACTED]

4.4 Negative Capital Accounts.

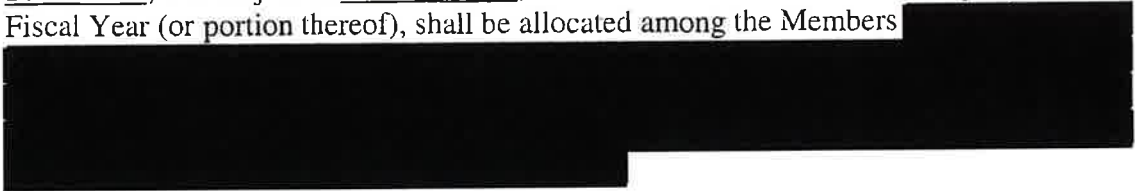
[REDACTED]

4.5 Limited Liability of the Members. No Member shall be liable for the debts, obligations, or liabilities of the Company beyond such Capital Contributions that the Members have made as of the Effective Date or will make, all as described in the first two sentences of Section 4.1. No Member shall be required to make any Capital Contribution or loan to the Company after the Effective Date beyond the Capital Contribution made or to be made by the Members as described in the first two sentences of Section 4.1.

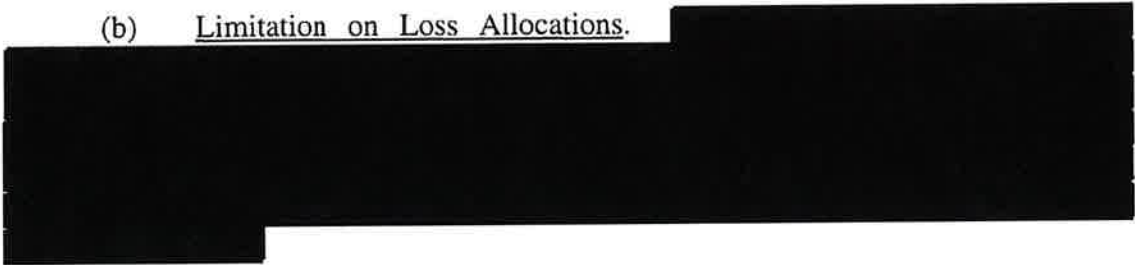
ARTICLE V. ALLOCATIONS AND DISTRIBUTIONS

5.1 Basic Allocations.

(a) After giving effect to the allocations set forth in Section 5.2 and Section 5.3, but subject to Section 5.1(b), the Profits and Losses of the Company for each Fiscal Year (or portion thereof), shall be allocated among the Members



(b) Limitation on Loss Allocations.

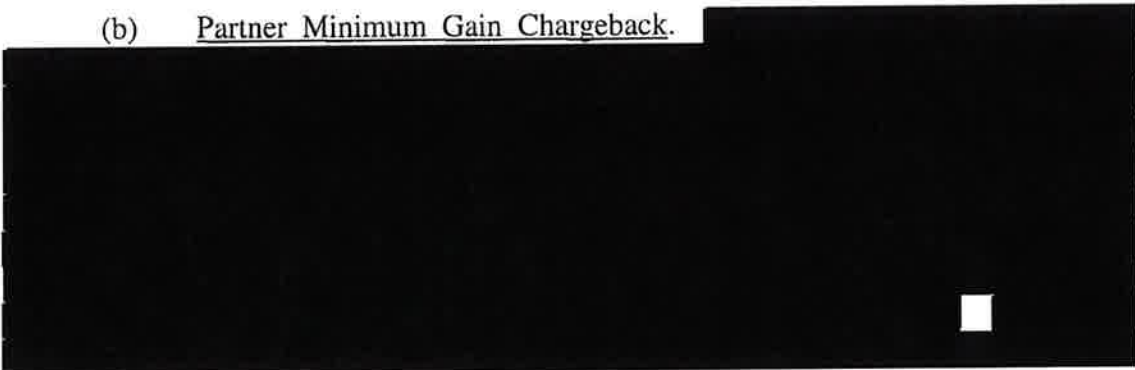


5.2 Special Allocations of Profits and Losses.

(a) Minimum Gain Chargeback.



(b) Partner Minimum Gain Chargeback.



(c) Qualified Income Offset.

(d) Gross Income Allocation.

(e) Basis Adjustments.

(f) Nonrecourse Deductions.

(g) Partner Nonrecourse Deductions.

5.3 Curative Allocations. The allocations set forth in Section 5.1(b) and Section 5.2(a) through Section 5.2(g) (the “Regulatory Allocations”) are intended to comply with certain

requirements of the Regulations. [REDACTED]

5.4 Tax Allocations: Code Section 704(c).

(a) [REDACTED]

(b) [REDACTED]

(c) Any elections or other decisions relating to allocations made pursuant to this Section 5.4 shall be made by the Managing Member (with the approval of a Majority Interest) in any manner that reasonably reflects the purpose and intention of the Agreement. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state, and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, and other items or distributions pursuant to any provision of this Agreement.

5.5 Other Allocation Rules.

(a) [REDACTED]

(b)

(c)

(d)

(e)

5.6 Distributions.

(a)

(b)

(c)

5.7 Tax Distributions.

(a)

(b)

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

5.8 Limitation on Distributions.

[REDACTED]

ARTICLE VI. MANAGEMENT OF THE COMPANY

6.1 Authority of the Managing Member. The Managing Member shall manage the Company, subject to approval of the Majority Interest. The Managing Member shall conduct, direct, and exercise full control over all activities of the Company and except as expressly provided herein, all management powers over the business and affairs of the Company shall be vested in the Managing Member; *provided, however*, the Managing Member must notify the other Members and obtain Majority Interest approval prior to the date that Managing Member desires to: (a) cause the Company to enter into any transaction or agreement with an Affiliate of any Member pursuant to Section 6.10 below or otherwise; (b) cause the Company to sell, assign, or encumber any material asset of the Company; or (c) cause the Company to incur any material debt or obligation.

6.2 Officers of the Company.

(a) The Managing Member (with the approval of a Majority Interest) may appoint officers of the Company in accordance with this Section 6.2. Each officer shall hold office until his successor shall have been duly elected pursuant to Section 6.2(b), until his death, or until he shall resign or shall have been removed pursuant to Section 6.2(c). Any two or more offices may be held by the same person.

(b) Each officer of the Company shall be elected and appointed to his respective office by the Managing Member (with the approval of a Majority Interest).

(c) Any officer elected or appointed pursuant to Section 6.2(b) may be removed, with or without cause, by the Managing Member (with the approval of a Majority Interest) at any time. Election or appointment of an officer shall not of itself create contract rights.

(d) Any vacancy occurring in any office of the Company (by death, resignation, removal, or otherwise) may be filled in the manner set forth in Section 6.2(b) hereof. The Managing Member is not required to designate persons to serve in all of the officer positions or to fill any vacancies that may occur.

(e) Subject to Section 6.1, officers shall have such authority and perform such duties in the management of the Company as may be deemed appropriate by the Managing Member.

(f) The compensation, if any, of officers shall be fixed from time to time by the Managing Member (with the approval of a Majority Interest).

6.3 Certificate. TPL previously caused the Certificate to be filed with the Secretary of State of Texas as required by the Texas Act. The Managing Member shall cause to be filed at the Company's expense such other certificates or documents (including, without limitation, copies, renewals, amendments or restatements of the Certificate) as may be determined by the Managing Member to be reasonable and necessary or appropriate for the formation or qualification and operation of a limited liability company in the State of Texas and in any other state in which the Company may elect to do business.

6.4 Compensation and Reimbursement of Managing Member.

(a)

(b)

6.5 Outside Activities. Each Member, any Affiliate of such Member, and any director, officer, partner, or employee of such Member or any Affiliate thereof, shall be entitled to, and may have business interests and engage in business activities in addition to those relating to the Company, and in any other businesses and activities for its own account and for the accounts of others without having or incurring any obligation to offer any interest in or funds from such properties, business or activities to the Company or to any other Member, and no other provision of this Agreement shall be deemed to prohibit a Member or any such other Person from conducting such other businesses and activities.

6.6 Company Funds. The funds of the Company shall be deposited in such segregated Company account or accounts as are designated by the Managing Member (with the approval of a Majority Interest). The Managing Member shall not commingle Company funds with any funds or accounts of the Managing Member, any other Member, and/or their Affiliates. The Managing Member and/or permitted officers or agents designated by a Majority Interest shall be authorized to sign checks or drafts against any Company account. Any withdrawals from or charges against such accounts may be made by the Managing Member, or by any such officers or agents in accordance with the terms of the Agreement.

6.7 Duties. The Managing Member shall manage the Company and its business affairs with respect to its participation in the Company to the best of its abilities, and shall use its good faith efforts to carry out the business of the Company. The Managing Member shall act honestly, in good faith and in the best interest of the Company. The Managing Member shall devote itself to the business of the Company to the extent necessary for the efficient carrying on thereof and in a manner that will permit the Managing Member to fulfill those duties and responsibilities described in this Agreement. Whenever requested by a Majority Interest, the Managing Member shall render a just and faithful account of all dealings and transactions relating to the business of the Company.

6.8 Insurance. The Managing Member, on behalf of the Company and at the Company's cost and expense, may obtain and maintain such insurance coverage as the Managing Member or a Majority Interest deems advisable.

6.9 Indemnification of Managing Member and Members. The Company shall indemnify and hold harmless the Managing Member, the Members, and their officers, constituent members, constituent partners, and employees (individually, an "Indemnatee"), as follows:

(a) In any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, to which an Indemnatee was or is a party or is threatened to be made a party by reason of the fact that such Indemnatee is or was a Managing Member or Member, or a director, officer, trustee, employee, or constituent shareholder of a Managing Member or a Member, the Company shall indemnify such Indemnatee against attorneys' fees, judgments, fines, penalties, settlements, and reasonable expenses actually incurred by such Indemnatee in connection with the defense and/or settlement of such action, suit or proceeding, if such Indemnatee acted in all cases in good faith, within such Person's scope of authority, without gross negligence or willful misconduct, and in a manner that at least did not oppose the best interests of the Company, and in the case of the exercise of authority by the Indemnatee under the Texas Act or this Agreement, other than service for another enterprise, in a manner reasonably believed by such Indemnatee to be in the best interests of the Company, and with respect to any criminal action or proceeding, the Indemnatee did not have reasonable cause to believe that his conduct was unlawful. In no event, however, shall indemnification ever be made in relation to a proceeding in which the Indemnatee has been found liable for fraud or a criminal act or for gross negligence, willful, or intentional misconduct in the Indemnatee's performance of its duty to the Company or in relation to a proceeding which arises out of a material violation by the Indemnatee of the terms and provisions of this Agreement. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that an Indemnatee did not act in good faith and in a manner reasonably believed by such Indemnatee to be in the best interests of the Company or not opposed to the Company's best interests.

(b) If a claim or assertion of liability is made or asserted by a third party against an Indemnatee by reason of the fact that such Indemnatee was or is a party or is threatened to be a party by reason of the fact that such Indemnatee is or was a Managing Member or a Member, or is a director, officer, trustee, employee, or constituent shareholder of a Managing Member or a Member, Indemnatee will forthwith give to the Company and the Managing Member written notice of the claims or assertion of liability and request the Company to defend the same and any other related claims or assertions of liability that are included in the same complaint. Failure to so notify the Company will not relieve the Company of any liability, which the Company might have to Indemnatee except to the extent that such failure actually prejudices the Company's legal position. The Company will have the obligation to defend against such claims or assertions and the Company will give written notice to the Indemnatee of acceptance of the defense of such claims and the name of the counsel selected by the Company to defend such claims. The

Indemnatee will be entitled to participate with the Company in such defense and also will be entitled at its option (and expenses) to employ separate counsel for such defense. In the event the Company does not accept the defense of the claims or in the event that the Company or its counsel fails to use reasonable care in maintaining such defense, the Indemnatee will have the right to employ counsel for such defense at the expense of the Company. The Company and the Indemnatee will cooperate with each other in the defense of any such action and the relevant records of each will be made available to the other with respect to such defense. If, at the conclusion of any such proceedings, it is determined that the Indemnatee would not have been entitled to indemnification pursuant to this Section 6.9 for such claims or assertions, then the Indemnatee shall immediately reimburse the Company for any costs and expenses paid by the Company to defend the Indemnatee pursuant to this Section 6.9(b).

(c) No Indemnatee will be entitled to indemnification under this Section 6.9 if it has entered into any settlement or compromise of any claim giving rise to any indemnifiable loss without the written consent of the Company. If a bona fide settlement offer is made with respect to a claim and the Company desires to accept and agree to such offer, the Company will give written notice to the Indemnatee to that effect (the "Settlement Notice"). If the Indemnatee fails to consent to the settlement offer within ten calendar days after receipt of the Settlement Notice, then the Indemnatee will be deemed to have rejected such settlement offer and will be responsible for continuing the defense of such claim and, in such event, the maximum liability of the Company as to such claim will not exceed the amount of such settlement offer plus any and all reasonable costs and expenses paid or incurred by the Indemnatee up to the date of the Settlement Notice and which are otherwise the responsibility of the Company pursuant to this Section 6.9.

(d) Any indemnification permitted under this Section 6.9 shall be made only out of the assets of the Company and no Managing Member or Member shall be obligated to contribute to the capital of or loan funds to, the Company to enable the Company to provide such indemnification.

(e) The indemnification provided by this Section 6.9 shall be in addition to any other rights to which each Indemnatee may be entitled under any agreement or vote of the Members, as a matter of law or otherwise, as to action in the Indemnatee's capacity as a Managing Member, Member, or as a director, officer, employee, or constituent shareholder of a Managing Member, Member, and shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of the Indemnatee.

(f) Except as otherwise provided in this Agreement, the Company may purchase and maintain insurance on behalf of any one or more Indemnitees if approved by the Managing Member.

(g) In no event may an Indemnatee subject a Managing Member or Member to personal liability by reason of the indemnification provisions of this Agreement.

(h) The provisions of this Section 6.9 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Persons.

6.10 Services of Affiliates. Notwithstanding anything contained in this Agreement to the contrary, the Company may enter into an agreement or transaction with a Member, an Affiliate of the Company, and/or an Affiliate of the Managing Member or a Member for the provision of services to the Company provided that: (a) a Majority Interest approves such agreement in advance; (b) such agreement provides for accounting, tax, legal, administrative, management, and insurance services by or to the Company; and (c) such agreement provides for payment by or to the Company of commercially reasonable compensation and/or provides for the allocation, on a monthly basis, of the Company's proportionate share of the Affiliate's costs and expenses (including overhead and salaries of personnel and office expenses) related to the provision of such services by the Affiliate to the Company.

ARTICLE VII. ACCOUNTING AND TAX MATTERS

7.1 Records and Accounting. The Managing Member and TPL shall cooperate with each other to keep or cause to be kept appropriate books and records with respect to the Company's business, which shall at all times be kept at the principal office of the Company or TPL or such other office as a Majority Interest may designate for such purposes.

7.2 Preparation of Tax Returns.

(a) TPL shall, at the Company's expense, arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses, and other items necessary for federal, state, and local income tax purposes. The Managing Member shall cooperate with TPL in the preparation and filing of such returns.

(b) Without the prior approval of TPL, neither the Managing Member nor any Member shall file an amended return of the Company, and neither the Managing Member nor any Member shall commence any administrative or judicial proceeding relating to a return of the Company. Nothing herein shall be construed to prevent the Managing Member or a Member from undertaking any administrative or judicial proceeding with respect to its own return.

7.3 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to be treated as a disregarded entity for federal income tax purposes until 12:00 a.m. on the Effective Date; and
- (b) to be treated as a partnership for federal income tax purposes from and after 12:00 a.m. on the Effective Date; and
- (c) to adopt the calendar year as the Company's Fiscal Year; and

(d) if a distribution of Company property as described in Code Section 734 occurs or if a transfer of a Membership Interest as described in Code Section occurs, on written request of any Member, to elect, pursuant to Code Section 754, to adjust the basis of Company properties; and

(e) to elect to amortize the organizational expenses of the Company and the startup expenditures of the Company ratably over the maximum period as permitted under Code Section 195 and Section 709(b); and

(f) any other election, as a Majority Interest may deem appropriate and in the best interests of the Members.

Neither the Company, the Managing Member, nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

7.4 Partnership Representative. TPL shall be designated the “partnership representative” of the Company pursuant to Code Section 6223. Such designee is authorized and required to represent the Company, at the Company’s expense, in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Managing Member and each Member agree to cooperate with the “partnership representative” and to do or refrain from doing any or all things reasonably requested by the “partnership representative” to conduct such proceedings.

ARTICLE VIII. TRANSFERS OF MEMBERSHIP INTERESTS

8.1 Transfer Restriction. No Membership Interest shall be Transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article VIII. Any Transfer or purported Transfer of any Membership Interest not made in accordance with this Article VIII shall be null and void. An alleged transferee shall have no right to require any information or account of the Company’s transactions or to inspect the Company’s books. The Company shall be entitled to treat the alleged transferor of a Membership Interest as the absolute owner thereof in all respects and shall incur no liability to any alleged transferee for distributions to the Member owning such Membership Interest of record or for allocations of income, gain, losses, deductions or credits or for transmittal of reports and notices required to be given to holders of Membership Interests. The term “Transfer,” when used in this Agreement with respect to a Membership Interest, includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange, or any other disposition.

8.2 Transfer of Interests of Members. The Membership Interest of a Member may not be Transferred except: (a) if the Member is not an individual, upon the adjudication of bankruptcy, dissolution or other cessation of its existence, to the authorized representative thereof for the purpose of effecting the winding up and disposition of the business of such entity; (b) to any other Person with the prior written consent of a Majority Interest.

8.3 Additional Limitations on Transfers of Membership Interests. A Majority Interest may require, as a condition to any transfer of a Membership Interest of a Member, that, in such Majority Interest's reasonable determination the transfer will not violate the registration requirements of applicable securities laws or cause any prior offer and sale of Membership Interests to violate such requirements. A Majority Interest may also require the proposed transferee to deliver to the Company acceptable representations and warranties respecting its status under applicable securities laws and its investment intent with respect to the Membership Interest and may require the transferor and transferee to supply such other documentation as such Majority Interest may deem advisable in its reasonable discretion.

8.4 Admission of Substitute Members and Successor Managing Member.

(a) Admission of Members. The Managing Member and Members acknowledge and agree that Phillip Huffines (i) resigned as manager of the Company, and (ii) Ramirez is hereby admitted as a Member upon execution of this Agreement.

(b) Admission of Successor Member. Subject to the other provisions of this Article VIII, a transferee of a Membership Interest of a Member shall be admitted as a Member only after the satisfactory completion of items (i) through (iv) below, and if applicable, item (v) and/or item (vi):

(i) Such transferee is reasonably acceptable to a Majority Interest;

(ii) The transferee accepts and agrees to be bound by the terms and provisions of this Agreement as a Member with respect to the Membership Interest so transferred;

(iii) A counterpart of this Agreement and such other documents or instruments as a Majority Interest may reasonably require is executed by the transferee to evidence such acceptance and agreement;

(iv) The transferee pays or reimburses the Company for all reasonable legal fees, filing, and publication costs incurred by the Company in connection with the admission of the transferee as a Member with respect to the Membership Interest so transferred;

(v) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of such transferee to become a Member under the terms and provisions of this Agreement; and

(vi) The transferee has satisfied any other reasonable terms on which a Majority Interest's approval may have been conditioned, which terms are not inconsistent with the provisions of this Agreement and do not add any material requirements as a condition to the transfer.

8.5 Prohibited Transfers. Any transfer or purported transfer, whether by operation of law or otherwise, of a Membership Interest shall be null and void and of no legal effect unless it is permitted by this Article VIII or by other provisions of this Agreement.

ARTICLE IX. DISSOLUTION AND WINDING UP

9.1 Dissolution.

(a) Except as otherwise provided in this Agreement, neither the Managing Member nor any Member shall have the right to terminate this Agreement or dissolve the Company by its express will or by withdrawal without the prior written consent of a Majority Interest.

(b) The Company shall be dissolved upon the first to occur of any of the following events and/or on the following dates (each such event is referred to as a “Dissolution Event”):

- (i) the entry of a decree of judicial dissolution under the Texas Act;
- (ii) an election to dissolve the Company is approved in writing by a Majority Interest;
- (iii) The sale or other disposition by the Company of all or substantially all of the Company’s assets and the collection by the Company and distribution to the Members of the proceeds from such sale (whether proceeds shall be cash, notes, or other property) pursuant to this Agreement; or
- (iv) Any other event causing a dissolution of the Company (it being recognized that an event causing a dissolution of the Company under the Texas Act that can be altered or eliminated by an agreement of the Members, shall be deemed to be altered or eliminated and not included in this Section 9.1(b)(iv)).

9.2 Effect of Dissolution. Upon the dissolution of the Company, the Company will cease to carry on its business, except insofar as may be necessary for the winding up of its business, and the assets of the Company will be determined and valued effective as of the day on which the event occurs that results in such dissolution, but the Company will not terminate until there has been a winding-up of the Company’s business and affairs and the assets of the Company have been liquidated and distributed as provided in this Agreement. Upon the dissolution of the Company, the Company will cause prior written notice of its intention to dissolve to be mailed to each known creditor of and claimant against the Company in the manner required by the Texas Act.

9.3 Winding Up Procedures. Upon the dissolution of the Company, the Company will (a) proceed to collect its assets; (b) convey and dispose of such of its properties as are not to be distributed in kind to the Members; (c) pay, satisfy, and discharge its liabilities, or make adequate provision for payment and discharge of such liabilities; and (d) do all other acts required to liquidate its business and affairs.

9.4 Distribution of Assets Upon Dissolution. In settling the accounts of the Company after its dissolution, the assets of the Company will be applied and distributed in the following order of priority:

(a) *First*, to the extent permitted by law, and in accordance with the priorities, if any, established by applicable law, to creditors in satisfaction of liabilities of the Company, including liabilities of the Company to a Member as a creditor (other than for distributions and Capital Contributions), whether by payment or establishment of reserves;

(b) *Second*, to the Members and any assignees of the Members in accordance with Section 5.6

9.5 Distributions in Kind. Notwithstanding the provisions of Section 9.4, which require the liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if on dissolution of the Company, a Majority Interest determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members and any assignees, such Majority Interest may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (other than those to Members) and/or may distribute to the Members and assignees, in lieu of cash, as tenants in common and in accordance with the provisions of Section 9.4, undivided interests in such Company assets as a Majority Interest deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as a Majority Interest deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time.

9.6 Certificate of Termination. When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made for such liabilities, or in case its property and assets are not sufficient to satisfy and discharge all of the liabilities and obligations of the Company, then when all the property and assets of the Company have been applied to the extent available to the bona fide liabilities and obligations of the Company, and all of the remaining property and assets of the Company have been distributed to its Members, the Certificate of Termination will be executed on behalf of the Company by TPL or an authorized officer of the Company, and will be filed with the Secretary of State of the State of Texas, and TPL or an authorized officer of the Company will execute, acknowledge, and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

9.7 Negative Capital Accounts.

ARTICLE X. GENERAL PROVISIONS

10.1 Titles and Captions. All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to “Articles” and “Sections” are to Articles and Sections of this Agreement.

10.2 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and its heirs, executors, administrators, successors, legal representatives, and permitted assigns.

10.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other Person who is not a party to this Agreement.

10.5 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to the principles of conflicts of law.

10.6 Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the party hereto shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent of the party hereto that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

10.7 Further Action. The parties shall execute all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.9 Amendment Procedures. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be amended from time to time by the Members.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each Member shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a transferee, upon executing and delivering such documents as required by a Majority Interest.

10.11 Attorneys' Fees. The prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the Effective Date.

MEMBERS:

TEXAS PRAIRIE LAND, LLC,
a Delaware limited liability company

By: 
Name: Phillip Huffines
Title: Managing Member

PHILLIP HUFFINES 2018 IRREVOCABLE TRUST

By: 
Phillip Huffines, Trustee

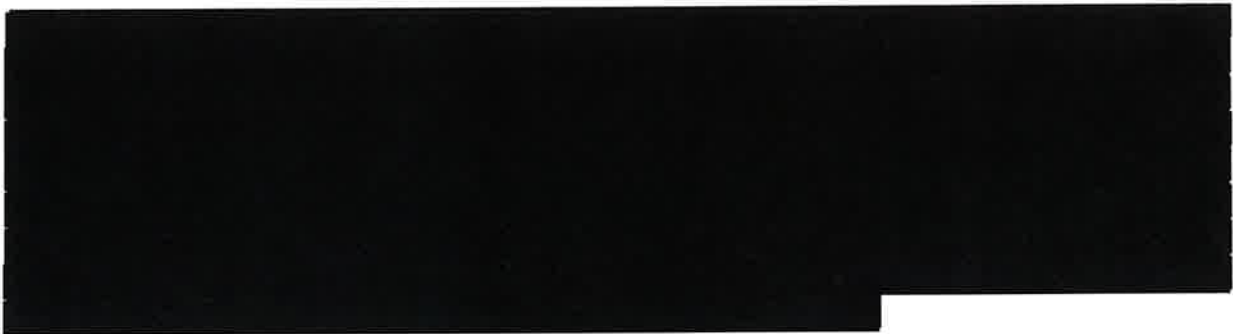
JORDAN RAMIREZ

MANAGING MEMBER:

Jordan Ramirez

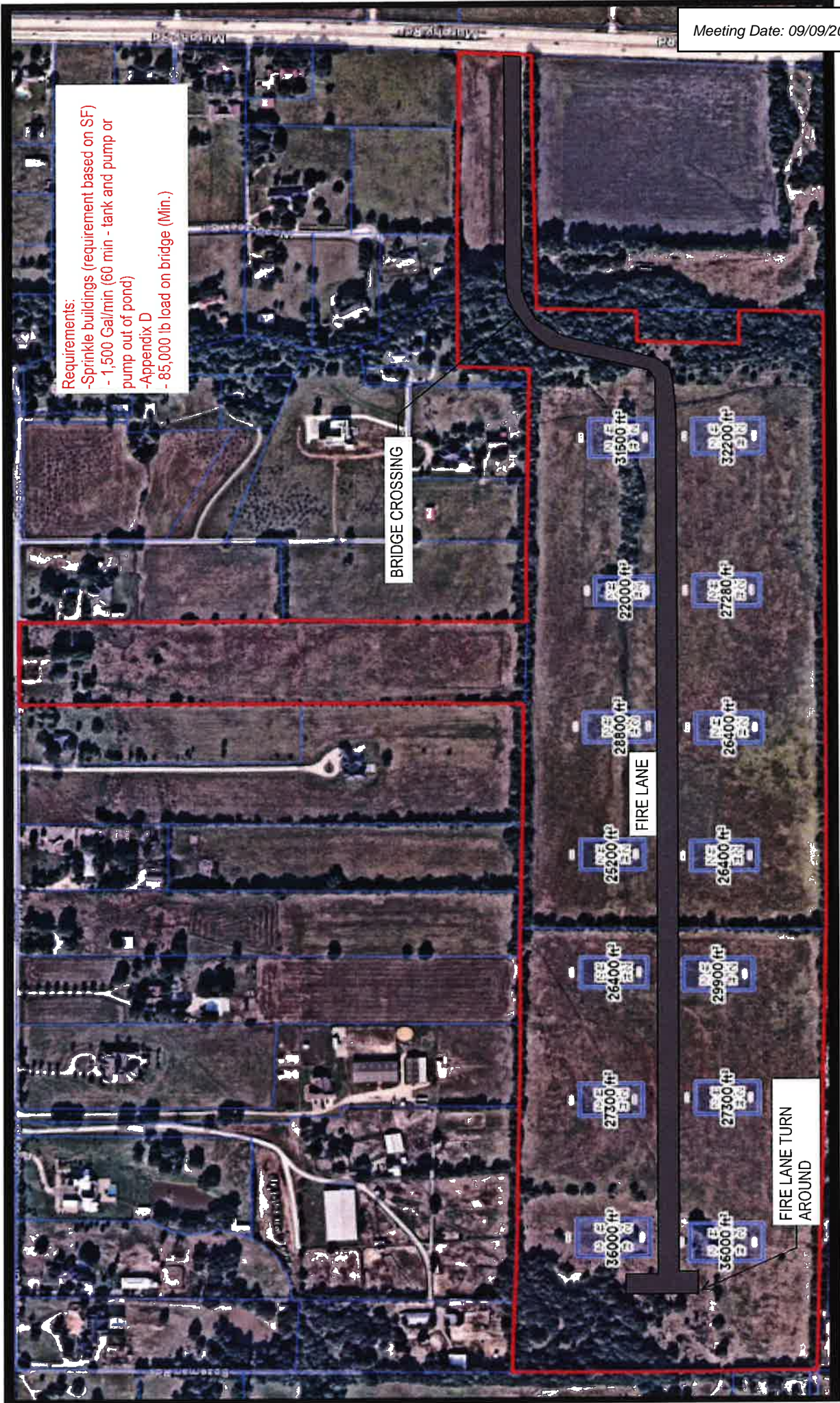
EXHIBIT A
Members and Percentage Interests

Member	Percentage Interest
PH Trust	
TPL	
Ramirez	
Total	100 %



Additional Percentage Interest	Milestone Event
2.5%	
2.5%	
5%	







July 20, 2025
City of Parker
Parker City Council

RE: Transfer of Development Authority for 100 Acres – Restore the Grasslands LLC

To Whom It May Concern:

The property owner, Restore the Grasslands LLC, authorized Jordan Ramirez to finalize the peace settlement described in the attached agreement if he can get all parties to approve the agreement before September 1, 2025.


Philip Huffines

Managing Member
Restore the Grasslands LLC

PARKER DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is effective as of June 12, 2025 (the "Effective Date"), and entered into by and between the **CITY OF PARKER, TEXAS**, a Type A General Law municipality (the "City") and **RESTORE THE GRASSLANDS, LLC**, a Texas limited liability company (the "Developer" and the "Owner"), The City and the Developer are sometimes collectively referred to herein as the "Parties", and individually, as a "Party".

RECITALS

A. The Developer intends to develop an approximately 103.299-acre tract of land the majority of which is located in an unincorporated area of Collin County (the "County Property") described by metes and bounds on Exhibit A located within the proposed Collin County Municipal Utility District No. 7 (the "MUD").

B. The Developer intends to develop an approximately 12.357-acre tract of land located in the City's corporate limits (the "12 Acre Property") described by metes and bounds on Exhibit B.

C. The County Property and the 12 Acre Property are collectively referred to herein as the "Property".

D. The Property is within the City's water certificate of convenience and necessity ("CCN").

E. The Owner purchased the Property and seeks to assume the petition for creation of the MUD with the Texas Commission on Environmental Quality ("TCEQ") in the case docketed as TCEQ Docket No. 2022-0533-DIS and State Office of Administrative Hearings ("SOAH") Docket No. 582-23-01498.

F. The Owner received approval of wastewater discharge permit TPDES Permit No. WQ0016003001 (the "Permit") in the case styled TCEQ Docket No. 2022-0326-MWD and SOAH Docket No. 582-22-02856.

G. The City and others (i) oppose creation of the MUD TCEQ Docket No. 2022-0533-DIS along with the City of Murphy and affected parties (collectively, the "MUD Protest"), and (ii) appealed approval of the Permit in Case No. D-1-GN-23-008332 in the 250th Judicial District Court, Travis County, Texas (the "Appeal").

H. Certain individuals who oppose development of the Property challenged the status of Gregory Lane as a public road in Cause No. 296-02421-2024 in the District Court of the 471st Judicial District of Collin County, Texas (the "Gregory Lane Dispute").

I. The City, the Owner and the plaintiff's in the Gregory Lane Dispute (the "Gregory Lane Plaintiffs") are interested in foregoing additional expense associated with further litigation and resolving all issues related to development of the Property.

J. The Parties and the Gregory Lane Plaintiffs have entered into this Agreement to memorialize their agreements.

K. The Parties and the Gregory Lane Plaintiffs agree and stipulate that this Agreement will resolve all MUD Protest matters, the Appeal and the Gregory Lane Dispute (collectively, the "Disputes") between the Parties, the Owner, and the Gregory Lane Plaintiffs related to development of the Property and all claims in the Disputes.

NOW, THEREFORE, for and in consideration of the mutual agreements and conditions contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

Article I. **DISPUTE RESOLUTION AND DEVELOPMENT MATTERS**

Section 1.01 Agreements of the Developer. Conditioned on (a) dismissal of the Disputes with prejudice to refile before October 1, 2025, (b) creation of the MUD, and (c) the approval of a preliminary plat for all of the Property submitted by the Owner to the City with construction drawings for the 12 Acre Property at 30 percent design no later than July 31, 2025, the Developer hereby covenants and agrees to develop the Property consistent with the plan for development attached as **Exhibit C** (the "Plan for Development") and the Parker Development Agreement Bullet Points approved by Phillip Huffines March 31, 2025, attached as **Exhibit D** (the "Development Terms") with only this revision to the last bullet point narrowing the MUD's condemnation authority: the City agrees that the MUD may use its eminent domain authority within the City limits to acquire property for the purposes of installing utility infrastructure, including drainage. As long as the Developer complies with the Development Terms, the Developer may revise the Plan for Development at its options to revise the lot configuration as long as the lot count does not exceed 259 lots and the residential lot type is no smaller than 8,000 square feet. If the Disputes are not dismissed with prejudice to refile on or before September 30, 2025, the Developer may revise the Plan for Development at its options and without restriction.

Section 1.02 Agreements of the City. The City acknowledges and agrees the County Property is within the jurisdiction of Collin County and is not within the City's extraterritorial jurisdiction. The City agrees to approve a plat consistent with the Plan for Development and the construction plans for water, sewer, roadway, and drainage improvements for full development of the Property consistent with the Plan for Development provided the plat and plans comply with the following adopted regulations and documents as each is in effect as of the Effective Date (collectively, the "Design Standards"):

- (a) the City's floodplain management regulations for the 12 Acre Property and the County regulations for the County Property;
- (b) the City of Plano storm drainage design manual for the 12 Acre Property and the County regulations for the County Property;

- (c) the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments, with special provisions adopted and published by the City; and
- (d) the City's Manual for Design of Water and Sewer Lines.

Except for the foregoing Design Standards, no other regulations shall apply to such improvements including any other regulations cross-referenced in the City's Subdivision Regulations. In addition, the following sections of the City's Subdivision Regulations shall not apply: Section 155.053 related to pedestrian access easements and trails; Section 155.058 related to parks and trails; Section 155.059 related to public use and land reservation; and Section 155.060 and any other section related to homeowners' associations and common amenities.

Water and sewer improvements shall be owned and maintained by the retail provider and located within easements dedicated to the retail provider or within right-of-way. If the City is the retail provider, evidence of City acceptance of such improvements shall be provided to the applicant in writing within ten days following completion of such improvements. The retail provider may inspect water and sewer improvements. If the City is not the retail water provider, the City will release its water CCN. If Murphy is the retail water provider, the City will transfer its water CCN to Murphy. At the option of the retail provider of sewer, the Owner will support the retail provider's sewer CCN over the property served.

Hogge Road and Gregory Lane connections to the Property as shown in the Plan for Development shall be owned and maintained by the MUD and located within easements or right-of-way dedicated to the MUD. Panaroma Road roadway improvements within the Property shall be owned and maintained by the MUD and located within easements or right-of-way dedicated to the MUD.

Drainage improvements within the Property shall be owned and maintained by the MUD or a property owner association ("HOA") and located within easements dedicated to the MUD or the HOA.

Section 1.03 Agreements of the Gregory Lane Plaintiffs. Conditioned on the Developer satisfying the agreements in Section 1.01 and the City satisfying the agreements in Section 1.02, the Gregory Lane Plaintiffs agree to comply with the terms attached as **Exhibit E** (the "Gregory Lane Conditions").

Section 1.04 Road Access. The City agrees that road access will be provided to the Property consistent with the Plan for Development, the Development Terms and the Gregory Lane Conditions. Development and platting of the Property shall not require the Developer to construct or fund any off-site or perimeter roadway improvements other than those shown in the Plan for Development and no traffic impact study shall be required.

- (a) Hogge Road. Hogge Road will be the primary point of access to the Property.
- (b) Gregory Lane. Gregory Lane will be the second point of access to the Property. The type of structure necessary to limit access to and from Gregory Lane to the County Property, such as a gate or arm with an emergency access Knox box, shall be determined by the City

and approved during platting. Such structure shall be placed at the southern boundary of the 12 Acre Property.

- (c) Panorama Road. Panorama Road will be constructed as depicted on the Plan for Development. Panorama Road will be owned and maintained by the MUD.

Section 1.05 Dispute Resolution. The City will irrevocably (i) withdraw as a party in the MUD creation proceeding, and (ii) withdraw its Appeal of the Permit. In addition, City will instruct (a) its attorney(s) not to represent any other protestants in any of the Disputes, and (b) its engineers not to represent, or permit their expert testimony to be used by, any other protestants in the Disputes. All expert testimony of any experts for City will be withdrawn from the MUD Creation Docket and the Appeal. The Parties recognize the evidentiary record in the Appeal Docket is already closed. The City will complete all actions described in this Section 1.05 after the Owner submits a plat application consistent with the Plan for Development and the Design Standards and before September 30, 2025.

The City will encourage all protestants in the Disputes to withdraw from the Disputes and support the Plan for Development.

The City of Murphy will withdraw from the MUD Protest and the Appeal and support the Plan for Development.

The Gregory Lane Plaintiffs will withdraw as a party to the Gregory Lane Dispute consistent with the terms of Exhibit E after the City approves a plat consistent with the Plan for Development and before September 30, 2025.

If all Disputes are not resolved before September 30, 2025, this Agreement is void ab initio. If the City, the Gregory Lane Plaintiffs, and Lindy "Buddy" Pilgrim, Carolyn Mobius and Stewart Matthews (collectively, the "Communities and Creeks United Leadership") do not execute this Agreement before June 30, 2025, confirming their willingness to irrevocably withdraw from the Disputes no later than September 30, 2025, if the Property is developed consistent with the Plan for Development, this Agreement is void ab initio.

No later than September 30, 2025, the Communities and Creeks United Leadership will contact Texas State Representative Candy Nable, the TCEQ, NTMWD, Collin County and the City of Murphy Mayor Scott Bradley to confirm the City's withdrawal from the Disputes and the City's support for developing the Property consistent with the Plan for Development. The Communities and Creeks United Leadership will evidence compliance with this obligation by included in statement on the website communitiescreekunited.org.

Article II.

RECITALS, TERM, AND VESTING RIGHTS

Section 2.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) are legislative findings of the City Council on which the parties have relied.

Section 2.02 Term. The Term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by mutual written agreement of the Parties.

Section 2.03 Vesting Rights. This Agreement and each approved plat constitute a "permit" within the meaning of Texas Local Government Code Chapter 245.

Article III. **DEFAULT AND REMEDIES FOR DEFAULT**

Section 3.01 Preventative Default Measures. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the term of this Agreement be assigned directly to a member of the City administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Developer's request, such City representative shall convene a meeting of the Parties as soon as reasonably practicable and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 3.02 Default and Notice of Default. A Party shall be in default under this Agreement if it fails to perform any of its Agreement obligations and the failure remains uncured following the expiration of thirty (30) days after written Notice of such failure. However, if the default is one that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question, not to exceed 180 days.

Section 3.03 Remedies. If the defaulting Party does not cure the default within the stated period of time, a non-defaulting Party may, at its sole option, and without prejudice to any other right under this Agreement, (a) terminate this Agreement; or (b) seek any relief available at law or in equity, including specific performance, mandamus, and/or injunctive relief; *provided, however*, that the City shall not be entitled to rescind or otherwise terminate this Agreement. The City hereby waives any claim of sovereign immunity from suit for a default specific to this Agreement.

Section 3.04 No Liability for Actions of Others. Except as expressly set forth in this Agreement: (a) the liabilities, obligations, and responsibilities of Developer and its respective successors and assigns under this Agreement are several and not joint.

Article IV. **MISCELLANEOUS PROVISIONS**

Section 4.01 Binding Obligations. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The obligations of Developer to develop the Property consistent with the Plan for Development and the Gregory Lane Conditions are covenants running with the land comprising the Property and shall be binding on all future owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots.

Section 4.02 Notice. Any formal notice or other formal communication ("Notice") given under this Agreement shall be in writing and may be given: (i) by deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; (ii) by deposit with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", with all charges prepaid, addressed to the Party to be notified; or (iii) by personal delivery to the Party to be notified or any agent of the Party. Notice deposited in the United States mail shall be effective from the earlier of the date of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

The Developer: Restore the Grasslands, LLC
6979 Bob O Link Drive
Dallas, Texas 75214

City: City of Parker
Attn: Mayor
5700 E. Parker Rd.
Parker, Texas 75002

With a copy to:

City Administrator
5700 E. Parker Rd.
Parker, Texas 75002

City Attorney
5700 E. Parker Rd.
Parker, Texas 75002

The Parties may change their respective addresses from time to time by giving at least five (5) days' written notice to the other Parties. Developers and Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 4.03 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.

Section 4.04 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid or unenforceable provision as is possible.

Section 4.05 Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 4.06 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement with the exception that each signatory is deemed to be a third-party beneficiary of this Agreement.

Section 4.07 Further Assurances. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 4.08 Reservation of Rights and Claims. The Owner does not waive any rights, and expressly reserves all rights, arising under Chapter 245 of the Texas Local Government Code or other state or federal law.

Section 4.09 Applicable Law and Venue. **THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Venue will be in a court of appropriate jurisdiction in Collin County, Texas.

Section 4.10 Attorneys' Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and attorneys' fees.

Section 4.11 Entire Agreement; Severability. This Agreement, including all attachments and exhibits hereto, contains the entire agreement of the Parties. With the exception of consent agreements, strategic partnership agreements, and utility agreements, necessary and related hereto, there are no other agreements or promises, oral or written, among the Parties regarding the subject matter of this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 4.12 Effect of Agreement. The terms of this Agreement may not be used either as an admission or concession of any sort except to enforce the terms of this Agreement. Oral or written statements made during the course of the negotiations may not be used for any purposes other than as necessary to support resolution of the Disputes, including the entry by the TCEQ of an order consistent with this Agreement. All oral or written statements made during the course of the negotiations are governed by TEX. R. EVID. 408. The Parties arrived at this Agreement through extensive negotiation and compromise. This Agreement reflects a compromise, settlement and accommodation between the Parties, and the Parties agree that the terms and conditions herein are interdependent. This Agreement is binding on each party for the purpose of settling the issues as set forth herein.

Section 4.13 Headings, Construction, and Counterparts. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of

the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties, the Gregory Lane Plaintiffs and each affected party that is a signatory to this Agreement acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which will together constitute the same instrument.

Section 4.14 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 4.15 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized, and that this Agreement is adopted in conformity with its charter and City ordinances, as well as state law. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its limited liability company agreement. Each Party, each of the Gregory Lane Plaintiffs and each affected party that is a signatory to this Agreement, acknowledges and agrees that this Agreement is binding upon such signatories and enforceable against such signatories in accordance with its terms and conditions.

Section 4.16 Estoppel Certificates. From time to time upon written request of the Developer or any owner of all or any portion of the Property, the City Administrator will execute a written estoppel certificate identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

Section 4.17 Effect of Development Agreement. This Agreement, including all development standards, approvals, consents, and plans, shall remain in effect for the term of this Agreement. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, rules, or regulations, the terms of this Agreement control.

Section 4.18 Affiliate; Verifications. As used below, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. In addition, all Developer representations and covenants contained in Sections 4.20 through 4.23 below shall survive termination of the Agreement until the statute of limitations has run.

Section 4.19 Form 1295. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Developer submitted its signature page to this Agreement. The City hereby confirms timely receipt of the

Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

Section 4.20 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 4.21 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 4.22 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise

taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 4.23 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill),

means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 4.24 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Developer agrees that this Agreement may be terminated if the Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to the Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, the Developer is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

Section 4.25 Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes:

<u>Exhibit A</u>	Legal Description of the County Property
<u>Exhibit B</u>	Legal Description of the 12 Acre Property
<u>Exhibit C</u>	Plan for Development
<u>Exhibit D</u>	Parker Development Agreement Bullet Points
<u>Exhibit E</u>	Gregory Lane Dispute Resolution Terms
<u>Exhibit E-1</u>	Gregory Lane Dispute Rule 11 Agreement Redline

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

CITY OF PARKER, TEXAS

By: _____
Name: Lee Pettle
Title: Mayor

ATTEST:

City Clerk

THE STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on August _____, 2025, by Lee Pettle, Mayor of the City of Parker, Texas, a Type A General Law municipality, on behalf of the City.

Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

DEVELOPER

Restore the Grasslands LLC

By: _____
Jordan Ramirez, Manager Member

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on August ___, 2025, by Jordan Ramirez, Managing Member of Restore the Grasslands LLC, a Texas limited liability company on behalf of said limited liability company.


Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

DEVELOPER

Restore the Grasslands LLC,
A Texas limited liability company

By: Texas Prairie Land, LLC,
a Delaware limited liability company,
its Member

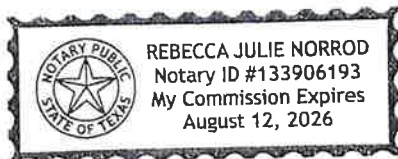
By: 
Name: Phillip Huffines
Title: authorized signatory

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on August 8, 2025, by Phillip Huffines, authorized signatory of Texas Prairie Land, LLC, a Delaware limited liability company as Member of Restore the Grasslands LLC, a Texas limited liability company on behalf of said Delaware limited liability company.




Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

DEVELOPER

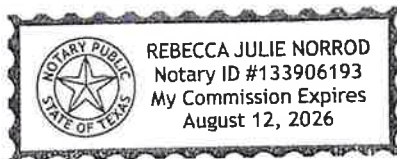
Restore the Grasslands LLC,
A Texas limited liability company

By: Phillip Huffines 2018 Irrevocable Trust

By: 
Name: Phillip Huffines
Title: Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 8, 2025, by Phillip Huffines, Trustee of Phillip Huffines 2018 Irrevocable Trust, Member of Restore the Grasslands LLC, a Texas limited liability company, on behalf of said trust.




Notary Public in and for the State of Texas

[Signature pages for each of the Gregory Lane Plaintiffs, Buddy Pilgrim, Carolyn Mobius, Stewart Matthews and each affected party that is a signatory will be inserted after this page and before the exhibits.]

EXHIBIT A
Legal Description of County Property

TRACT 1:

SITUATED in the State of Texas, County of Collin, being part of the Phillip Anderson Survey, Abstract No. 10, being the resurvey of a 62.90 acre tract conveyed to Southfork Properties, Ltd., Co. by deed recorded under County Clerk No. 94-0098890. of the Collin County Land Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found marking the northwest corner of said 62.90 acre tract and the northeast corner of a 40.565 acre tract recorded In Volume 3066, Page 386 of the Collin County Land Records;

THENCE with a north line of said 62.90 acre tract, North 89°02'10" East, 888.35 feet to an iron axle found marking the southwest corner of a 12.351 acre tract recorded under County Clerk No. 99- 0152444 of the Collin County Land Records;

THENCE with the south line of said 12.351 acre tract and a north line of said 62.90 acre tract, North 88°53'56" East, 326.30 feet to a 1/2-inch iron rod found marking the southeast corner of said 12.351 acre tract and the southwest corner of a 6.06 acre tract recorded under Volume 4169, Page 2354 of the Collin County Land Records;

THENCE with a north line of said 62.90 acre tract and the south line of said 6.06 acre tract, North 88°52'29" East. 326.37 feet to a 1/2-inch iron rod found marking the southeast corner of said 6.06 acre tract;

THENCE with a north line of said 62.90 acre tract as follows: North 88°46'49" East, 614.30 feet to a 1/2-inch iron rod found; North 88°36'08" East, 63.33 feet to an interior corner of said 62.90 acre tract;

THENCE with a west line of said 62.90 acre tract, North 01°43'10" West, 244.84 feet to a chain link fence corner post found marking the most northerly northwest corner of said 62.90 acre tract;

THENCE with the most northerly north line of said 62.90 acre tract, North 88°41'07" East, 1269.19 feet to a 1-inch iron pipe found marking the most easterly northeast corner of said 62.90 acre tract, said corner being in the west right-of-way line of F.M. Road 2551 (Murphy Road);

THENCE with the most easterly east line of said 62.90 acre tract and the west right-of-way line of F.M. Road 2551, South 00°18'36" East, 238.15 feet to a 1/2-inch iron rod found marking the most easterly southeast corner of said 62.90 acre tract;

THENCE with a south line of said 62.90 acre tract, South 88°20'46" West, 1028.79 feet to a 1/2-inch iron rod found marking an interior corner of said 62.90 acre tract;

THENCE with an east line of said 62.90 acre tract, South 01°03'44" East, 986.81 feet to a 1/2-inch iron rod found marking the most southerly southeast corner of said 62.90 acre tract;

THENCE with a south line of said 62.90 acre tract as follows:

South 88°36'46" West, 921.90 feet to a 1/2-inch iron rod found;

South 88°39'95" West, 1525.36 feet to a wood fence post;

South 79°08'45" West, 6.81 feet to a wood fence post-in concrete marking the southwest corner of said 62.90 acre tract and the southeast corner of the aforementioned 40.565 acre tract;

THENCE with the west line of said 62.90 acre tract and the east line of said 40.565 acre tract, North 01°0'46" West, 998.70 feet to the point of beginning and containing 62.822 gross acres of land, more or less;

SAVE AND EXCEPT FROM THE ABOVE TRACT 1 a called 3,245 square foot parcel of land conveyed to the County of Collin, Texas by Deed dated January 27, 2011, filed April 27, 2011, recorded under Clerk's File No. 20110427000433300, Official Public Records, Collin County, Texas, and

SAVE AND EXCEPT FROM THE ABOVE TRACT 1:

A called 1.000 acre tract of land described in Special Warranty Deed executed by Harrington Turner Enterprises, L.P. to Timothy G Green filed March 18, 2021, recorded under Clerk's File No. 20210318000546510, Official Public Records, Collin County Texas, and more particularly described by metes and bounds as follows:

A 1.000 ACRE TRACT OF LAND SITUATED IN THE PHILLIP ANDERSON SURVEY, ABSTRACT NO. 10, AND BEING PART OF A TRACT OF LAND, CONVEYED TO HARRINGTON/TURNER ENTERPRISES, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20081014001223870, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR THE INTERIOR NORTHWEST CORNER OF SAID HARRINGTON/TURNER TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "SPARR SUR" EY" FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, AS RECORDED IN COUNTY CLERK'S FILE No. 20110427000433300, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH 89°15'19" EAST, A DISTANCE OF 1012.19 FEET;

THENCE, SOUTH 01°26'08" WEST, OVER AND ACROSS SAID HARRINGTON/TURNER TRACT, A DISTANCE OF 358.68 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY" NG" SET FOR CORNER AND THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID HARRINGTON/TURNER TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°09'11" EAST, A DISTANCE OF 333.71 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY" NG" SET FOR CORNER;

SOUTH 89°58'53" WEST, A DISTANCE OF 130.53 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY" NG" SET FOR CORNER;

NORTH 00°09'11". WEST, A DISTANCE OF 333.71 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY" NG" SET FOR CORNER;

NORTH 89°58'53" EAST, A DISTANCE OF 130.53 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

TRACT 2:

SITUATED in the State of Texas, County of Collin, being part of the Phillip Anderson Survey, Abstract No. 10 being the resurvey of a called 40 acre tract recorded in Volume 320, Page 422, the resurvey of a called 40.565 acre tract recorded in Volume 3066, Page 386 of the Collin County Deed Records, with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a wood fence post in concrete marking the Southeast corner of said premises, called 40 acre tract, and said 40.565 acre tract, said beginning corner also

being the Southwest corner of a 62.90 acre tract recorded under County Clerk No. 94-0098890 of the Collin County Deed Records;

THENCE with the South line of said premises, called 40 acre tract and said 40.565 acre tract, South 88 degrees 45 minutes 42 seconds West, 1759.45 feet to a 1/2 inch iron rod found marking the Southwest corner of said premises, called 40 acre tract and said 40.565 acre tract;

THENCE with the West line of said premises, called 40 acre tract and said 40.565 acre tract, North 01 degrees 29 minutes 40 seconds West, passing at 17.00 feet a 1/2 inch iron rod found for reference and continuing for a total distance of 1002.43 feet at the Northwest corner of said premises, called 40 acre tract and said 40.565 acre tract, from which a 1/2 inch iron rod at the base of a 13 inch Elm marked "X" bears "e"erence North 88 degrees 57 minutes 12 seconds East, 9.68 feet;

THENCE with a North line of said premises, called 40 acre tract and said 40.565 acre tract as follows:

North 88 degrees 57 minutes 12 seconds East, passing at 9.68 feet said reference iron and continuing for a total distance of 1391.03 feet to a Roome capped iron rod set;

North 88 degrees 22 minutes 14 seconds East, 263.27 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 12 minutes 05 seconds East 113.28 feet to a 1/2 inch iron rod found marking the Northeast corner of said premises and the Northwest corner of said 62.90 acre tract;

THENCE with the East line of said premises and the West line of said 62.90 acre tract, South 01 degrees 01 minutes 46 seconds East, 998.70 feet to the POINT OF BEGINNING and containing 40.477 acres of land, more or less.

EXHIBIT B
Legal Description of 12 Acre Property

Situated in the State of Texas, County of Collin, being part of the Philip Anderson Survey, Abstract No. 10, being the resurvey of a 12.351 tract of land conveyed to Southfork Properties, Ltd. Co. by deed recorded under County Clerk No. 99-0152444 of the Collin County Land Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-Inch iron rod found marking the northeast corner of said 12.351 acre tract and the northwest corner of a 6.4375 acre tract recorded In Volume 825, Page 654 of the Collin County Deed Records said corner being in the south line of Gregory Lane;

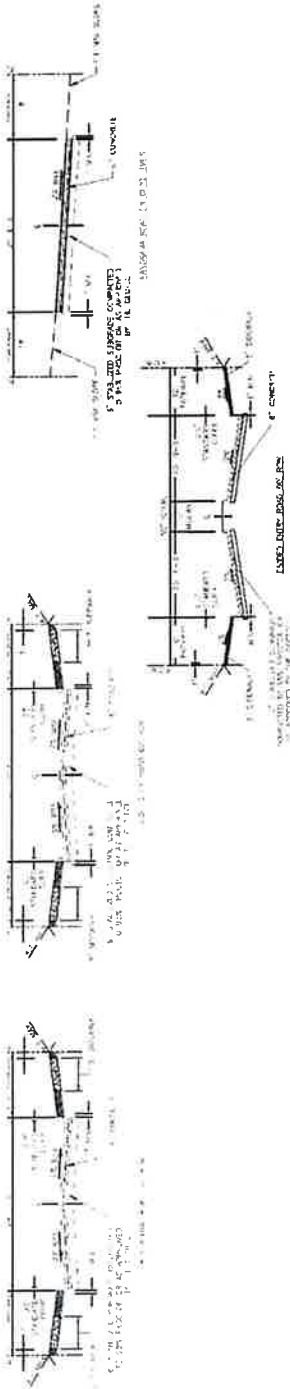
THENCE with the east line of said premises, the west line of said 6.4375 acre tract and the west line of a 6.06 acre tract recorded in Volume 4169, Page 2354 of the Collin County Land Records, South 01°41'55" East, 1651.40 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.06 acre tract and being in a north line of a 62.90 acre tract recorded under County Clerk No. 94-0098890 of the Collin County Land Records;

THENCE with the south line of said 12.351 acre tract and a north line of said 62.90 acre tract, South 88°53'56" West, 326.30 feet to an iron axle found marking the southwest corner of said 12.351 acre tract and the southeast corner of a 9.001 acre tract recorded in Volume 4384, Page 3758 of the Collin County Land Records;

THENCE with the west line of said 12.351 acre tract and the east line of said 9.001 acre tract, North 01°41'09" West, 1649.88 feet to a 1/2-Inch iron rod found in the south line of Gregory Land marking the northwest corner of said 12.351 acre tract and the northeast corner of said 9.001 acre tract;

THENCE with the south line of Gregory Lane and the north line of said 12.351 acre tract, North 88°45'48". East, 325.92 feet to the point of beginning and containing 12.357 acres of land, more or less.

EXHIBIT C Plan for Development



- NOTES:
1. MAXWELL CREEK WILL BE PROTECTED.
 2. THE PROPOSED DEVELOPMENT WILL BE BOUNDARY BETWEEN THE PROPERTY AND ROLLING RIDGE HOA PROPERTY. EITHER ENHANCED LANDSCAPING OR A SIX-FOOT WIDE SIDEWALK SHALL BE INSTALLED ON THIS BOUNDARY.
 3. ALL ROADWAYS INTERIOR TO THE PROPERTY WILL BE OWNED AND MAINTAINED BY COLLIN COUNTY MUNICIPAL UTILITY DISTRICT 7.
 4. ALL ROADWAYS INTERIOR TO THE PROPERTY WILL BE OWNED AND MAINTAINED BY COLLIN COUNTY MUNICIPAL UTILITY DISTRICT 7.
 5. EACH 1/4 MAX IS A MAXIMUM SLOPE CALCULATION. ALL DRAINAGE WILL COMPLY WITH TEXAS WATER CODE SECTION 11.088.
 6. ROAD CROSS SECTIONS ARE NOT TO SCALE.

* MOVED LOT (MODEL LOTS CAN BE RELOCATED TO OTHER AREAS PROVIDED THAT TOTAL NUMBER OF LOTS DOES NOT CHANGE)

PRELIMINARY LOT COUNT TABLE	
RESIDENTIAL TYPE	SUBTOTAL
LOT 1-120	33
LOT 1-120	106
LOT 1-120	44
LOT 1-120	90
LOT 1-120	29
TOTAL LOTS	
298	

TURNER TRACT
PLAN FOR DEVELOPMENT

1/1

PREPARED BY: [Signature]
DATE: 10/1/2024
SCALE: AS SHOWN
SHEET NO. 1 OF 1

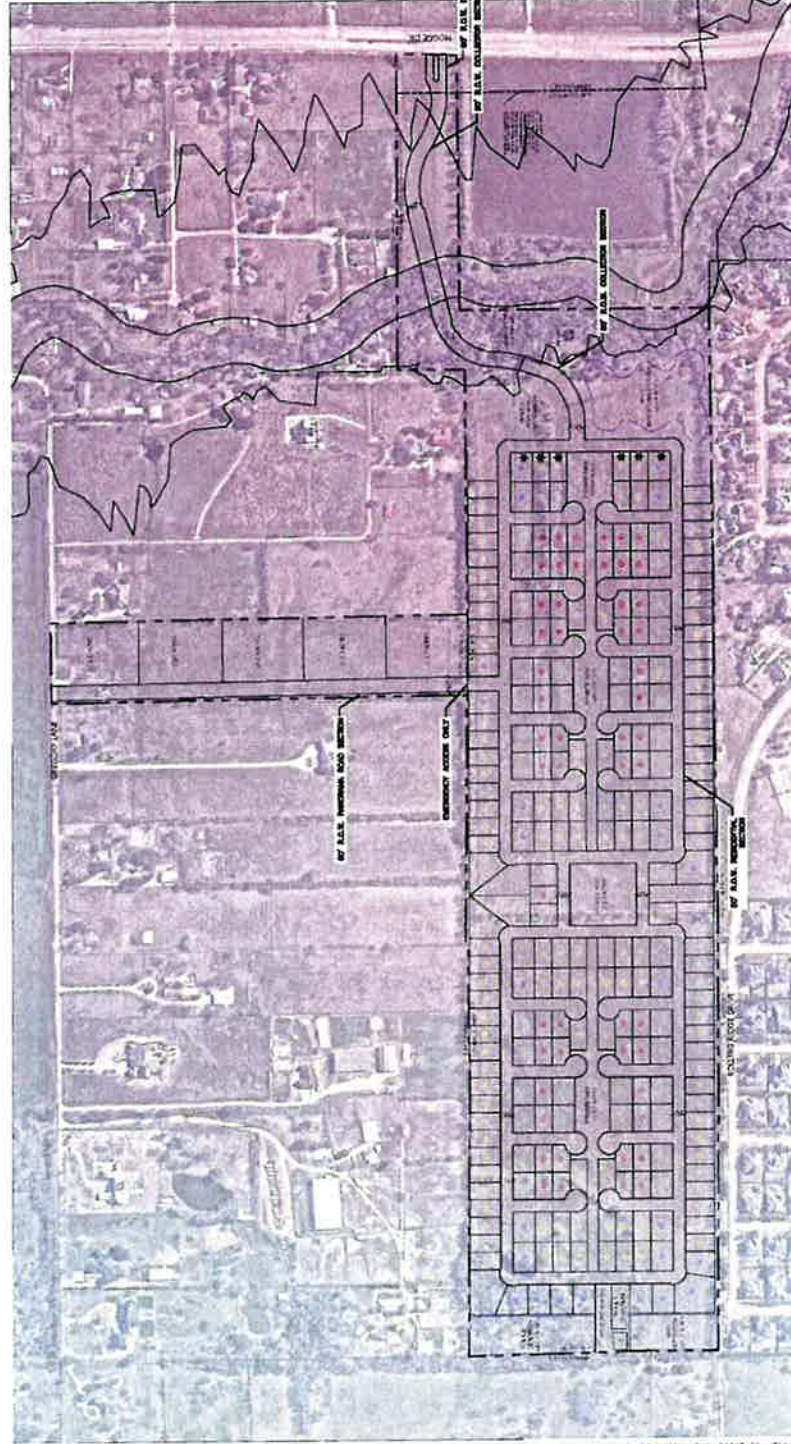


EXHIBIT D

Parker Development Agreement Bullet Points

*APPROVED
3/31/25
pm*

Parker Development Agreement Bullet Points

- **Access**
 - Hogge Rd. Plat
 - Jurisdiction: City of Parker
 - Main Access point
 - Variances needed to Parker's Subdivision Ordinance
 - Panaroma Rd. Plat
 - Jurisdiction: City of Parker
 - Emergency access only. Gated with Knox Box at southern connection to RTG
 - Variances needed to Parker's Subdivision Ordinance
 - Project Homestead Plat
 - Jurisdiction: Collin County
 - Requires 2 plated points of access
- **Water**
 - City agrees to provide retail water and to allow RTG to construct offsite infrastructure to the connection points shown on Exhibit F.
 - City agrees to and will support RTG in acquiring retail water from the City of Murphy in lieu of getting retail water from the City of Parker.
 - If RTG acquires retail water from another water source, City will consent to releasing RTG from City's CCN.
 - RTG to construct offsite water infrastructure at its cost. Offsite infrastructure costs to be reimbursable through impact fees.
 - City to provide "will serve" letter.
 - City agrees and consents to RTG may drill water wells
- **Sewer**
 - RTG will not construct a WWTP provided that it can acquire sewer service from a system with sufficient supply and capacity to provide service for all 255 lots.
 - City agrees to provide retail sewer and support RTG in gaining access to the Dublin Rd. lift station.
 - City agrees to and will support RTG in acquiring retail sewer from the City of Murphy in lieu of getting retail sewer from the City of Parker.
 - RTG to construct offsite water infrastructure at its cost. Offsite infrastructure costs to be reimbursable through impact fees.
 - City to provide "will serve" letter.
- **Density**
 - RTG agrees cap the total number of units on the 100-ac tract at 255 homes generally sized 70' wide (measured at a 20' setback from the ROW).
 - Parker consents to 5 additional 2-ac lots located on the "in City" 12-ac tract. Pending Necessary City variances for lot dimensions.
- **Mud**
 - City will withdraw as a party in the MUD creation proceedings
 - City agrees that the RTG MUD can use it's condemnation authority within City limits

EXHIBIT E
Gregory Lane Dispute Resolution Terms

- a. The Parties and the Gregory Lane Plaintiffs agree ingress and egress onto Gregory Lane from the County Property will be for emergency personnel/vehicles and emergency evacuations only provided that this condition is acceptable to the authority approving the final plat.
- b. This Agreement will be enforced by the City with fines established for individuals or companies who utilize the ingress/egress onto Gregory Lane in violation of this Agreement. The fines implemented by the City do not waive any other recourse available by the property owners of Gregory Lane to protect their property.
- c. There will be no effort made to make void or voidable this Agreement for forty (40) years or until the Property is fully annexed into the City, whichever time period is greater.
- d. This agreement shall be binding on the present and future owners of any portion of the Property.
- e. All Parties and the Gregory Lane Plaintiffs agree to voluntarily withdraw their present lawsuits without prejudice and costs to be awarded to party incurring same. This is meant to end all present litigation between the Parties, the Owner and the Gregory Lane Plaintiffs.
- f. The Gregory Lane Plaintiffs will permit construction traffic to utilize Gregory Lane for a period of 48 months beginning on the date the City approves the final plat with the MUD maintaining and repairing Gregory Lane to its current condition for this use.
- g. The Gregory Lane Plaintiffs agree to support a density of no more than 254 homes on the County Property along with five two-acre lots within Parker on the 12 Acre Property, all consistent with the Plan for Development.
- h. The Gregory Lane Plaintiffs agree not to pursue any litigation against the Developer, the Owner or future owners of all or any portion of the Property related to the utilization of Gregory Lane as long as this Agreement is honored by the Developer, the Owner or any future owners of all or any portion of the Property.
- i. The Developer agrees there will not be a wastewater treatment plant developed within the Property provided that sewer service from a system with sufficient supply and capacity to provide serve for all lots within the Plan for Development.
- j. The Gregory Lane Plaintiffs agree that all claims related to the Gregory Lane Dispute and development of the Property will be resolved with this agreement and the City's approval of a plat consistent with the Plan for Development.

Upon the City's approval of a plat consistent with the Plan for Development, the Gregory Lane Dispute shall be resolved by an Agreed Order of Dismissal without Prejudice with taxable court costs taxed to the party incurring same.

This Exhibit E is based on the Rule 11 agreement draft provided by the attorney representing the Gregory Lane Plaintiff a redline of which is included as Exhibit E-1.

EXHIBIT E-1

Gregory Lane Dispute Rule 11 Agreement Redline

1. ~~The consideration to be given for this settlement is as follows:~~

Definitions:

- i. ~~Huffines Development is defined as the Restore the Grasslands Development located on approximately 100 acres outside the City of Parker limits and is meant to include the 12 acres which are within the City of Parker limits abutting~~
Gregory Lane Dispute Resolution Terms
- ii. ~~Gregory Lane Residents are those parties involved in the lawsuit indicated in the style above.~~
- a. ~~iii. The Parties ~~are~~ and the Gregory Lane Plaintiffs and Defendants indicated in the style above.~~
- a. ~~The Parties~~ agree ingress and egress onto Gregory Lane from the ~~Huffine's Development Property~~ will be for emergency personnel/vehicles and emergency evacuations only provided that this condition is acceptable to the authority approving the final plat.
- b. This Agreement will be enforced by the City ~~of Parker~~ with fines established for individuals or companies who utilize the ingress/egress onto Gregory Lane in violation of this Agreement. The fines implemented by the City ~~of Parker~~ do not waive any other recourse available by the property owners of Gregory Lane to protect their property.
- c. There will be no effort made to make void or voidable this Agreement for forty (40) years or until the ~~Huffine's development Property~~ is fully annexed into the City ~~of Parker~~, whichever time period is greater. ~~If an attempt is made to make this agreement void or voidable, the individual/company seeking to make the Agreement void or voidable shall place into the registry of the Court an amount not less than \$50,000.00 for each property owner abutting Gregory Lane ("Nuisance fee"). These funds are to be held in the registry of the Court for the duration of any proceedings attempting to make void or voidable this Agreement. After such proceedings, the Court will provide to the owners of the land abutting Gregory Lane these funds in equal apportionment in addition to funds awarded, if any, to the property owners of land abutting Gregory Lane by the Court. This Nuisance Fee is not a punitive fee, but is intended to help prevent any breach of this Agreement or any attempt to make this agreement void or voidable.~~
- d. This agreement shall be binding on the present and future owners of any ~~land~~ with in portion of the ~~Huffines Development Property~~.
- e. All ~~parties~~ Parties and the Gregory Lane Plaintiffs agree to voluntarily withdraw their present lawsuits without prejudice and costs to be awarded to party incurring same. This is meant to end all present litigation between the ~~parties~~ Parties, the Owner and the Gregory Lane Plaintiffs.
- f. The Gregory Lane ~~residents~~ Plaintiffs will permit construction traffic to utilize Gregory Lane for a period of ~~six consecutive~~ 48 months beginning on the date the City approves the final plat with Huffines Development the MUD maintaining and repairing Gregory Lane to its current condition for this use. ~~This time period may be extended by written agreement of all parties.~~

- g. ~~The Gregory Lane residents will~~ Plaintiffs agree to support a density of no more than 254 homes on the ~~Huffines~~ County Property along with five two-acre lots within Parker on the 12 Acre Property, all consistent with the Plan for Development.
 - h. ~~The Gregory Lane residents party to this suit~~ Plaintiffs agree not to pursue any litigation against the ~~Huffines Development~~ Developer, the Owner or future owners of ~~property within the Huffines Development~~ all or any portion of the Property related to the utilization of Gregory Lane as long as this Agreement is honored by ~~Huffines Development~~ the Developer, the Owner or any future owners of ~~property within the Huffines Development~~ all or any portion of the Property.
 - i. ~~Huffines~~ The Developmentr agrees there will not be a wastewater treatment plant developed within the ~~Huffines Development~~.
 - j. ~~Huffines Development agrees to compensate Gregory Lane residents for their reasonable and necessary legal fees not to exceed \$53,321.72 if this agreement is entered into prior to March 18, 2025 making the scheduled hearing moot. After March 18, 2025, it is understood the amount of legal fees may increase.~~
 - k. ~~The City of Parker will agree not to claim Gregory Lane is a public road, and will refrain from condemning any part of Gregory Lane or utilizing eminent domain to establish Gregory Lane as a public road for a minimum of forty years or until Property provided that sewer service from a system with sufficient supply and capacity to provide serve for all lots within the Huffines Plan for Development is annexed into the City of Parker, whichever time period is greater. This agreement does not affect already established rights of way or easements provided to the City of Parker along and on Gregory Lane. This does not prevent the City of Parker from seeking future easements from Gregory Lane residents for the benefit of utilities.~~
 - j. ~~1. The City of Parker agrees to continue maintenance of Gregory Lane for the benefit of its existing and future rights of way and easements. The Gregory Lane Plaintiffs agree that all claims related to the Gregory Lane Dispute and development of the Property will be resolved with this agreement and the City's approval of a plat consistent with the Plan for Development.~~
 - m. ~~The parties agree to honor this Agreement while the other litigation for the MUD district is ensuing, and this Agreement becomes voidable at the express request of either party should the MUD district litigation not be settled or resolved. If the MUD district litigation is not settled or resolved (and upon express request to make this agreement void), the parties agree they may pursue litigation, if necessary, to protect their rights as to their property, including the utilization of Gregory Lane.~~
2. ~~Upon resolution of the MUD District litigation whereby finalizing the Agreement as noted in Paragraph 1 (a-m) above, the above styled and numbered case~~ the City's approval of a plat consistent with the Plan for Development, the Gregory Lane Dispute shall be resolved by an Agreed Order of Dismissal without Prejudice with taxable court costs taxed to the party incurring same.

1(a)-(j) and 2 will be included in the Parker development agreement.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 18, 2025
Exhibits:	FY 2025-2026 Public Hearing – Budget (PowerPoint)

AGENDA SUBJECT

PUBLIC HEARING ON THE PROPOSED FY2025-2026 BUDGET.

SUMMARY

Please review the attached exhibit for the FY25-26 Budget.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	09/2/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



City Council Work Session
FY 2025-2026
Public Hearing - Budget
Tuesday, September 9, 2025

FY 2025-2026 PROPOSED BUDGET

Fund	Fund Title	Total Revenues	Total Expenditures	Net Inc/(Dec)
01	General Fund	8,457,434	8,457,434	(0)
03	Water/Wastewater Fund	6,650,500	6,649,952	548
05	Solid Waste Fund	602,500	602,500	0
21	Law Enforcement Fund	0	4,917	(4,917)
22	Equipment Replacement Fund	425,000	1,470,000	(1,045,000)
23	Court Security Fund	6,000	5,000	1,000
24	Court Technology Fund	5,000	4,700	300
25	Child Safety Fund	6,500	6,000	500
26	Police Donations Fund	1,000	5,000	(4,000)
27	Fire Donations Fund	2,150	55,000	(52,850)
28	Technology Replacement Fund	155,000	135,000	20,000
29	Parks Fund	25,400	20,400	5,000
40	General Obligations Debt Service Fund	104,527	103,572	955
41	Revenue Bond I&S Fund	553,255	553,255	0
60	Utility Impact Fee Fund	325,000	325,000	0
61	Street Construction Fund	1,425,000	4,927,630	(3,502,630)
62	Utility Construction Fund	610,000	500,000	110,000
63	Drainage Improvement Fund	100,000	100,000	0
65	Facilities Improvement Fund	300,000	300,000	0
		19,754,266	24,225,360	(4,471,094)

FY 2025-2026 GENERAL FUND SUMMARY

		Budget FY2024-25	Proposed Budget FY2025-26	FY2024-25 vs FY2025-26
GENERAL FUND				
REVENUES:				
Taxes				
Property (current)		\$ 5,788,032	\$ 6,345,469	9.6%
Property (delinquent)		61,473	68,465	11.4%
Sales & Use		364,300	428,500	17.6%
Franchise Fees		338,000	343,000	1.5%
Licenses, Fees & Permits		335,500	385,500	14.9%
Investment Income		650,000	565,000	-13.1%
Fines, Warrants & Seizures		225,000	250,000	11.1%
Miscellaneous		19,100	21,500	12.6%
Total Revenues		\$ 7,781,405	\$ 8,407,434	8.0%
EXPENDITURES:				
Current:				
Administration		\$ 1,111,665	\$ 1,292,880	16.3%
Police		1,700,559	2,034,221	19.6%
Fire		1,035,190	1,437,640	38.9%
Public Works		896,445	1,041,743	16.2%
Non-Department		555,220	583,620	5.1%
Total Expenditures		\$ 5,299,079	\$ 6,390,104	20.6%
Net Change in Fund Balance - Excess (Deficit)		\$ 2,482,326	\$ 2,017,330	
Transfer from Water/Wastewater Fund		25,000	25,000	0.0%
Transfer from Solid Waste Fund		25,000	25,000	0.0%
Transfer to Capital Project Funds		(1,533,614)	(1,496,930)	-2.4%
Transfer to Parks Fund		(40,000)	(20,400)	-49.0%
Transfer to Technology Replacement Fund		(150,000)	(150,000)	0.0%
Transfer to Equipment Replacement Fund		(721,000)	(400,000)	-44.5%
Other Financing Sources		\$ (2,394,614)	\$ (2,017,330)	-15.8%
Net Change in Fund Balance		\$ 87,712	\$ (0)	

**FY 2025-2026
PROPOSED BUDGET**

Budget Highlights

- **General Fund**
 - The budget has been prepared using the proposed tax rate of \$0.310439 (same as previous year)
 - Salary increases
 - Transfer to Street Construction Fund (\$1,000,000)
 - Transfer to Drainage Improvement Fund (\$100,000)
 - Transfer to Facility Improvement Fund (\$396,930)
 - Transfer to Equipment Replacement Fund (\$400,000)

**FY 2025-2026
PROPOSED BUDGET**

Budget Highlights

- General Fund – Supplementals
 - (3) Firefighters - \$363,771
 - (3) Patrol Officers - \$235,402
 - (1) Public Works Maintenance Worker - \$73,567
 - (1) Administrative Assistant - \$76,867
 - Public Works Trailer for Skid Steer - \$20,000

**FY 2024-2025
PROPOSED BUDGET**

Budget Highlights

- **Water Fund**
 - Salary increases
 - Water meter purchases & replacement program (\$168,000)
 - Transfer to Utility Construction Fund (\$285,000)
- **Equipment Replacement Fund**
 - Replace 2013 Ford F-350 Flatbed - Public Works (\$80,000)
 - Replace 2019 Ford F-150 Crew Cab - Public Works (\$55,000)
 - Replace 2016 Ford F-250 Crew Cab - Fire (\$80,000)
 - Replace 2002 Smeal Pumper Truck – Fire (\$880,000)
 - Replace 2010 F-750 Brush Truck – Fire (\$185,000)
 - Replace 2012 Scag Mower – Public Works (\$15,000)
 - Replace 2016 Skid Steer – Public Works (\$100,000)

**FY 2024-2025
PROPOSED BUDGET**

Budget Highlights

- Technology Replacement Fund
 - Radio replacement program (\$115,000)
- Parks Fund
 - Parkerfest (\$15,000)
 - Holiday Lighting (\$5,400)



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 18, 2025
Exhibits:	Proposed Ordinance Exhibit "A" Taxpayer Impact Statement

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 896 ADOPTING THE 2025-2026 BUDGET.

SUMMARY

The total proposed budget is \$24,225,360.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	09/2/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

ORDINANCE NO. 896
(Adopting FY 2025-2026 Budget)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by law, the Mayor has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the City Council has received the Mayor's proposed budget, a copy of which and all supporting schedules have been filed with the City Secretary of the City of Parker, Texas; and

WHEREAS, the City Council has conducted the necessary public hearings as required by law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS AS FOLLOWS:

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Parker, Texas, said budget being in the amount of \$24,225,360, providing a complete financial plan for the fiscal year beginning October 1, 2025, and ending September 30, 2026, as submitted to the City Council by the Mayor, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of Parker, Texas for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

SECTION 2. The sum of \$24,225,360 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2025; and ending September 30, 2026 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by state law or a duly enacted ordinance of the City of Parker, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2024-2025 are hereby ratified, and the budget Ordinance for fiscal year 2024-2025, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 5. Specific authority is given to the Mayor, conditioned as set forth below, to make the following adjustments:

1. With the concurrence of the Director of Finance, the transfer of appropriations budgeted from one account classification to another account classification within the same department.

SECTION 6. All notices and public hearings required by law have been duly completed.

SECTION 7. All provisions of the Ordinances of the City of Parker, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Parker, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. Should any word, 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.

SECTION 9. This Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 9th day of September, 2025; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney



This budget will raise more total property taxes than last year's budget by \$449,886 or 7.42%, and of that amount, \$231,884 is tax revenue to be raised from new property added to the tax roll this year.



City of Parker
Fiscal Year 2025-26 Budget
General Fund Summary

Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Proposed Budget FY2025-26	FY2024-25 vs FY2025-26
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GENERAL FUND**REVENUES:**

Taxes

Property (current)	\$ 4,055,959	\$ 4,401,756	\$ 5,148,596	\$ 5,788,032	\$ 6,345,469	9.6%
Property (delinquent)	88,582	49,796	23,127	61,473	68,465	11.4%
Sales & Use	410,537	380,799	402,090	364,300	428,500	17.6%
Franchise Fees	338,312	343,117	353,053	338,000	343,000	1.5%
Licenses, Fees & Permits	366,428	420,748	533,535	335,500	385,500	14.9%
Investment Income	36,084	360,156	646,441	650,000	565,000	-13.1%
Fines, Warrants & Seizures	215,717	181,585	147,099	225,000	250,000	11.1%
Miscellaneous	116,022	86,483	220,732	19,100	21,500	12.6%

Total Revenues \$ **5,627,641** \$ **6,224,441** \$ **7,474,675** \$ **7,781,405** \$ **8,407,434** **8.0%**

EXPENDITURES:

Current:

Administration	\$ 833,241	\$ 831,616	\$ 892,005	\$ 1,111,665	\$ 1,292,880	16.3%
Police	1,199,519	992,250	1,226,607	1,700,559	2,034,221	19.6%
Fire	857,242	908,392	922,184	1,035,190	1,437,640	38.9%
Public Works	544,291	497,211	528,206	896,445	1,041,743	16.2%
Non-Department	496,662	517,865	653,967	555,220	583,620	5.1%

Total Expenditures \$ **3,930,955** \$ **3,747,333** \$ **4,222,969** \$ **5,299,079** \$ **6,390,104** **20.6%**

Net Change in Fund Balance - Excess (Deficit) \$ **1,696,686** \$ **2,477,107** \$ **3,251,706** \$ **2,482,326** \$ **2,017,330**

Transfer from Water/Wastewater Fund	25,000	25,000	25,000	25,000	25,000	0.0%
Transfer from Solid Waste Fund	25,000	25,000	25,000	25,000	25,000	0.0%
Transfer to Capital Project Funds	(950,000)	(895,000)	(1,370,000)	(1,533,614)	(1,496,930)	-2.4%
Transfer to Parks Fund	(2,500)	(2,500)	(12,500)	(40,000)	(20,400)	-49.0%
Transfer to Technology Replacement Fund	(50,000)	(50,000)	(100,000)	(150,000)	(150,000)	0.0%
Transfer to Equipment Replacement Fund	(250,000)	(250,000)	(350,000)	(721,000)	(400,000)	-44.5%

Other Financing Sources \$ **(1,202,500)** \$ **(1,147,500)** \$ **(1,782,500)** \$ **(2,394,614)** \$ **(2,017,330)** **-15.8%**

Net Change in Fund Balance \$ **494,186** \$ **1,329,607** \$ **1,469,206** \$ **87,712** \$ **(0)**

COMBINED BUDGET SUMMARY - ALL FUNDS

Fund	Fund Title	Audited Fund Balance 9/30/24	Total Revenues	Total Expenditures	Net Inc/(Dec)	Estimated Fund Balance 9/30/25	Total Revenues	Total Expenditures	Net Inc/(Dec)	Estimated Fund Balance 9/30/26
01	General Fund	8,454,611	7,831,405	7,743,693	87,712	8,542,323	8,457,434	8,457,434	(0)	8,542,323
03	Water/Wastewater Fund	6,408,223	5,945,200	5,913,246	31,954	6,440,177	6,650,500	6,649,952	548	6,440,725
05	Solid Waste Fund	12,773	567,500	567,500	0	12,773	602,500	602,500	0	12,773
21	Law Enforcement Fund	4,917	0	0	0	4,917	0	4,917	(4,917)	0
22	Equipment Replacement Fund	1,006,687	746,000	410,111	335,889	1,342,576	425,000	1,470,000	(1,045,000)	297,576
23	Court Security Fund	59,775	5,000	5,000	0	59,775	6,000	5,000	1,000	60,775
24	Court Technology Fund	9,648	4,500	4,500	0	9,648	5,000	4,700	300	9,948
25	Child Safety Fund	16,879	6,000	0	6,000	22,879	6,500	6,000	500	23,379
26	Police Donations Fund	10,267	1,000	2,500	(1,500)	8,767	1,000	5,000	(4,000)	4,767
27	Fire Donations Fund	105,730	2,150	25,000	(22,850)	82,880	2,150	55,000	(52,850)	30,030
28	Technology Replacement Fund	84,774	155,000	155,000	0	84,774	155,000	135,000	20,000	104,774
29	Parks Fund	20,714	45,000	15,000	30,000	50,714	25,400	20,400	5,000	55,714
40	General Obligations Debt Service Fund	259,674	151,464	304,825	(153,361)	106,313	104,527	103,572	955	107,268
41	Revenue Bond I&S Fund	0	554,172	554,172	0	0	553,255	553,255	0	0
60	Utility Impact Fee Fund	2,381,474	350,000	0	350,000	2,731,474	325,000	325,000	0	2,731,474
61	Street Construction Fund	2,029,047	1,494,614	21,031	1,473,583	3,502,630	1,425,000	4,927,630	(3,502,630)	0
62	Utility Construction Fund	1,160,173	1,568,773	3,336,141	(1,767,368)	(607,195)	610,000	500,000	110,000	(497,195)
63	Drainage Improvement Fund	413,239	100,000	106,000	(6,000)	407,239	100,000	100,000	0	407,239
65	Facilities Improvement Fund	1,276,635	300,000	0	300,000	1,576,635	300,000	300,000	0	1,576,635
		23,715,240	19,827,778	19,163,718	664,060	24,379,300	19,754,266	24,225,360	(4,471,094)	19,908,206

City of Parker
Fiscal Year 2025 - 2026
Line-Item Budget

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
GENERAL FUND REVENUES									
01-000-4100	Property Tax - Current (\$2,097,878,597/100 x 0.305526 tax rate x 99% collection rate)	6,345,469	4,055,959	4,401,756	5,148,596	5,788,032	4,778,566	6,345,469	10%
01-000-4102	Property Tax - Delinquent (\$1,931,168,576/100 x 0.302744 tax rate x 1% collection rate)	58,465	67,385	34,946	589	51,473	(4,054)	58,465	14%
01-000-4104	Penalty & Interest		21,197	14,850	22,539	10,000	16,712	10,000	0%
01-000-4200	Sales Tax		406,982	376,562	397,655	361,000	247,787	425,000	18%
01-000-4202	Mixed Drink Tax		3,555	4,237	4,435	3,300	3,254	3,500	6%
01-000-4300	Franchise Fees - Electric		226,012	224,664	236,151	220,000	160,838	225,000	2%
01-000-4302	Franchise Fees - Gas		64,513	79,139	81,886	78,000	67,798	86,000	10%
01-000-4304	Franchise Fees - Communications		47,787	39,314	35,016	40,000	20,181	32,000	-20%
01-000-4400	Building Permits		283,477	252,199	315,911	150,000	231,486	200,000	33%
01-000-4404	Special Use Permits		600	300	500	500	200	500	0%
01-000-4406	Alarm Permits		11,465	12,025	11,275	10,000	8,930	10,000	0%
01-000-4500	Federal Grants		61,770	58,955	193,420	-	-	-	
01-000-4530	State Grants		983	986	2,512	1,100	2,512	2,500	127%
01-000-4602	Platting Fees		70,886	156,224	205,849	175,000	205,849	175,000	0%
01-000-4606	False Alarm Fee		11,725	21,300	15,350	12,000	7,225	13,000	8%
01-000-4700	Court Fines		215,717	181,585	147,099	225,000	154,538	250,000	11%
01-000-4800	Interest		36,084	360,156	646,441	650,000	237,842	565,000	-13%
01-000-4900	Donations		500	-	-	-	-	-	
01-000-4902	Cash Over & Short		-	30	-	-	-	-	
01-000-4906	Misc Reimbursements		37,541	844	4,679	-	4,679	-	
01-000-4912	Other Income		1,432	2,179	2,849	4,000	2,926	4,000	0%
	Living Legacy Tree Program (Matches Expense 01-100-8622)	4,000							
01-000-4920	Credit Card Fees		2,071	2,189	1,922	2,000	957	2,000	0%
01-000-5003	Transfer from Water/Wastewater Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
01-000-5005	Transfer from Solid Waste Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
Total General Fund Revenues			5,677,641	6,274,441	7,524,675	7,831,405	6,198,225	8,457,434	8%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
GENERAL FUND EXPENDITURES									
City Council									
	Supplies								
01-100-8101	Office Supplies		67	131	204	500	43	500	0%
01-100-8103	Food		1,253	1,616	1,955	2,500	1,962	3,500	40%
01-100-8109	Reproduction Outside		93	1,598	975	1,250	2,464	1,500	20%
	Business Cards, Name Badges, Recognition Plaques	1,500							
	Total Supplies		1,413	3,345	3,134	4,250	4,469	5,500	29%
	Services/Sundry								
01-100-8603	Travel/Training		-	2,227	735	6,000	-	12,000	100%
	Council Retreat	5,000							
	TML	3,000							
	PFIA	1,500							
	Newly Elected Officials	2,500							
		12,000							
01-100-8604	Associations		4,831	5,212	5,363	6,400	3,690	6,600	3%
	ATMOS Gas Steering Committee	400							
	ONCOR Cities Steering Committee	800							
	NCTCOG Membership & Emergency Preparedness	3,000							
	TCEQ Stormwater Permit	100							
	ERCOT Annual Membership	100							
	Keep Texas Beautiful	200							
	TML Member Service Fee (Based on population)	2,000							
		6,600							
01-100-8605	Professional Services		3,400	3,400	3,413	13,000	-	13,000	0%
	Municode	7,000							
	Consulting Services	6,000							
		13,000							
01-100-8614	Publications		4,588	337	-	2,500	-	2,500	0%
	Quarterly Newsletter								
01-100-8622	Special Events		738	-	823	9,000	611	9,000	0%
	Living Legacy Tree Program	4,000							
	Misc Events	5,000							
		9,000							
	Total Services/Sundry		13,557	11,176	10,333	36,900	4,301	43,100	17%
Total Expenditures - City Council			14,970	14,521	13,467	41,150	8,770	48,600	18%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Administration									
	Salary & Benefits								
01-120-8001	Salary		300,964	305,599	315,229	372,519	121,527	398,030	7%
01-120-8003	Hourly		60,765	63,755	68,592	113,894	45,392	168,853	48%
	Supplemental:								
	Administrative Assistant	41,600							
01-120-8005	Part-Time		-	-	-	-	3,496	-	
01-120-8007	Car Allowance		3,614	3,600	3,323	3,600	-	3,600	0%
01-120-8009	Insurance Stipend		3,694	3,680	3,397	3,681	-	-	-100%
01-120-8013	Overtime		-	-	-	1,500	57	1,500	0%
	Special Events	1,500							
01-120-8018	Longevity Pay		-	-	790	990	816	960	-3%
01-120-8019	Medicare		5,151	5,260	5,518	7,195	2,483	8,308	15%
	Supplemental:								
	Administrative Assistant	604							
01-120-8021	Social Security		-	-	-	-	220	-	
01-120-8023	TMRS		51,763	51,597	64,217	81,176	33,393	110,490	36%
	Supplemental:								
	Administrative Assistant	8,478							
01-120-8025	Health Insurance		69,721	71,919	56,161	75,649	33,959	113,606	50%
	Supplemental:								
	Administrative Assistant	21,136							
01-120-8027	Dental Insurance		2,692	2,965	2,831	3,960	1,338	4,490	13%
	Supplemental:								
	Administrative Assistant	710							
01-120-8029	Life Insurance		519	526	797	937	435	1,167	25%
	Supplemental:								
	Administrative Assistant	222							
01-120-8031	Unemployment		38	40	36	585	239	567	-3%
	Supplemental:								
	Administrative Assistant	117							
	Total Salary & Benefits		498,921	508,942	520,892	665,686	243,355	811,572	22%
	Supplies								
01-120-8101	Office Supplies		6,014	7,452	9,753	9,000	6,829	10,000	11%
01-120-8103	Food		1,027	945	1,181	2,000	1,361	2,500	25%
	Holiday Luncheon	2,000							
	Water	500							
		2,500							
01-120-8104	Uniforms		-	-	281	500	-	500	0%
01-120-8108	Postage		3,100	3,291	3,164	4,000	1,012	3,500	-13%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
01-120-8109	Reproduction Outside Business Cards, Envelopes	1,400	3,064	103	969	1,400	530	1,400	0%
01-120-8113	Computer Hardware/Software		-	1,439	2,043	-	-	2,500	
	Supplemental:								
	Administrative Assistant	2,500							
01-120-8116	Furniture, Fixture & Office Equipment		978	119	388	1,500	453	3,000	100%
	File Cabinets, Chair Replacements	1,500							
	Supplemental:								
	Administrative Assistant	1,500							
Total Supplies			14,182	13,348	17,778	18,400	10,185	23,400	27%
Maintenance									
01-120-8402	Machinery, Tools & Equipment Maintenance		3,222	2,420	3,205	3,865	1,609	3,865	0%
	Postage Machine Annual Maint & Rental	665							
	Copier Maint Agreement (\$200 x 12 months x 50%)	1,200							
	Copier Overages	2,000							
		3,865							
01-120-8404	Software Maintenance		13,451	27,469	16,245	30,500	3,540	29,500	-3%
	Tyler Technology Maint Agreement	26,500							
	DocuNav Support Agreement - Laserfiche	3,000							
		29,500							
Total Maintenance			16,674	29,889	19,450	34,365	5,149	33,365	-3%
Services/Sundry									
01-120-8603	Travel/Training		3,742	5,465	9,602	11,750	3,757	11,750	0%
01-120-8604	Associations		2,518	1,139	1,899	2,995	474	2,995	0%
01-120-8605	Professional Services		49,935	62,193	63,496	76,600	44,127	80,600	5%
	Property Tax Collection Fees	4,000							
	Collin Central Appraisal District	43,000							
	Election Fees	10,000							
	Filing Fees	1,000							
	TASC - FSA/HSA & COBRA Administration	3,500							
	New Benefits	3,100							
	Employee Assistance Program (EAP)	2,500							
	Continuing Disclosure	3,500							
	Lexis Nexis - Legal	3,000							
	Shredding Services	2,000							
	Consulting Services	5,000							
		80,600							
01-120-8607	Medical		79	213	-	250	-	250	0%
	Pre-Employment Drug Testing/Physicals	250							

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
01-120-8614	Publications		22,584	4,054	10,710	17,750	4,709	17,250	-3%
	Legal Notice Advertisement	15,000							
	Code of Ordinances	2,000							
	Tx Local Gov't Code Books	250							
		17,250							
01-120-8620	Utilities - Cell Phone		1,767	2,033	2,037	3,000	1,727	3,000	0%
Total Services/Sundry			80,625	75,098	87,743	112,345	54,794	115,845	3%
Capital (Items over \$5,000)									
01-120-8902	Hardware/Software		2,503	-	-	-	-	-	
Total Capital			2,503	-	-	-	-	-	
Total Expenditures - Administration			612,904	627,277	645,863	830,796	313,483	984,182	18%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Municipal Court									
Salary & Benefits									
01-130-8003	Hourly		62,631	61,287	63,298	67,410	40,998	68,688	2%
01-130-8013	Overtime		-	-	-	200	-	200	0%
01-130-8018	Longevity Pay		-	-	1,436	1,200	1,200	1,200	0%
	\$4/month for each year of service	1,200							
01-130-8019	Medicare		893	871	917	998	621	1,016	2%
01-130-8023	TMRS		8,858	8,394	10,526	11,257	8,369	13,629	21%
01-130-8025	Health Insurance		18,342	16,658	12,437	12,607	10,859	13,980	11%
01-130-8027	Dental Insurance		624	676	667	792	435	756	-5%
01-130-8029	Life Insurance		126	128	207	187	145	189	1%
01-130-8031	Unemployment		31	9	9	117	66	90	-23%
Total Salary & Benefits			91,505	88,023	89,498	94,768	62,692	99,748	5%
Supplies									
01-130-8101	Office Supplies		163	73	30	500	17	500	0%
01-130-8103	Food		-	-	152	150	66	150	0%
01-130-8109	Reproduction Outside		42	-	116	125	-	125	0%
	Warrant Roundup Postcards	50							
	Business Cards	75							
		125							
Total Supplies			205	73	298	775	83	775	0%
Maintenance									
01-130-8404	Software Maintenance		2,378	2,449	2,523	3,000	2,776	3,200	7%
	MCRS - Court Software Support	2,200							
	MCRS - Jury Module	1,000							
		3,200							
Total Maintenance			2,378	2,449	2,523	3,000	2,776	3,200	7%
Services/Sundry									
01-130-8603	Travel/Training		100	150	150	500	150	500	0%
01-130-8604	Associations		130	130	425	275	55	275	0%
01-130-8605	Professional Services		111,049	98,992	139,782	140,400	67,956	155,600	11%
	Judge Services (\$600x12)	7,200							
	Additional Judge Services	7,200							
	Prosecutor Services (\$600x12)	7,200							
	Additional Prosecutor Services	8,000							
	Jury Fees	1,000							
	State Court Costs	125,000							
		155,600							
Total Services/Sundry			111,279	99,272	140,357	141,175	68,161	156,375	11%
Total Expenditures - Municipal Court			205,367	189,817	232,675	239,718	133,712	260,098	9%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Police									
	Salary & Benefits								
01-200-8001	Salary		206,635	171,270	163,781	279,978	108,363	286,394	2%
01-200-8003	Hourly		555,917	439,009	538,799	700,291	413,525	881,719	26%
	Supplemental:								
	(3) Patrol Officers - (2) with 4/1 start date	148,240							
01-200-8013	Overtime		10,229	14,678	21,425	15,000	11,080	15,000	0%
01-200-8015	Certification Pay		-	9,325	10,322	15,136	6,770	15,136	0%
	Police Incentive Pay Program	15,136							
01-200-8018	Longevity Pay		-	-	2,248	2,632	2,324	2,916	11%
01-200-8019	Medicare		10,681	8,699	10,169	14,733	7,866	17,461	19%
	Supplemental:								
	Patrol Officers	2,150							
01-200-8021	Social Security		-	179	743	-	-	-	
01-200-8023	TMRS		109,558	86,916	118,378	166,224	107,702	238,357	43%
	Supplemental:								
	Patrol Officers	28,562							
01-200-8025	Health Insurance		119,608	92,297	121,251	185,590	107,670	252,000	36%
	Supplemental:								
	Patrol Officers	42,272							
01-200-8027	Dental Insurance		6,815	5,819	6,274	9,504	4,657	10,492	10%
	Supplemental:								
	Patrol Officers	1,420							
01-200-8029	Life Insurance		1,382	1,090	1,936	2,249	1,517	2,712	21%
	Supplemental:								
	Patrol Officers	444							
01-200-8031	Unemployment		270	83	354	1,404	762	1,314	-6%
	Supplemental:								
	Patrol Officers	234							
	Total Salary & Benefits		1,021,095	829,365	995,678	1,392,741	772,236	1,723,500	24%
	Supplies (Items under \$5,000)								
01-200-8101	Office Supplies		2,171	2,214	4,278	3,500	2,900	3,500	0%
01-200-8103	Food		136	178	47	250	-	250	0%
	Coffee, Water, Gatorade								
01-200-8104	Uniforms		6,428	4,920	7,751	6,500	3,552	12,700	95%
	Replacement Uniforms	6,500							
	Supplemental:								
	Patrol Officers	6,200							
01-200-8105	Protective Clothing		1,174	-	6,174	6,500	1,235	5,600	-14%
	(2) Replacement Bulletproof Vests	2,800							

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
	Supplemental:								
01-200-8107	Patrol Officers	2,800							
	Minor Tools & Equipment		10,942	7,240	4,758	12,700	3,714	14,280	12%
	Flares	500							
	General Tools	500							
	Hazardous Waste Disposal	500							
	Range Supplies	500							
	General Equipment	6,000							
	Recognition Supplies	500							
	Batteries	500							
	Defensive Tactics Supplies	1,500							
	Blue 360	700							
		11,200							
	Supplemental:								
	Patrol Officers	3,080							
01-200-8109	Reproduction Outside		131	74	56	400	-	400	0%
01-200-8111	Fuel		36,833	27,751	26,050	40,000	16,636	32,000	-20%
01-200-8113	Computer Hardware/Software		1,317	3,138	-	4,000	415	4,000	0%
01-200-8115	Communication Supplies		-	356	1,788	3,600	-	3,600	0%
01-200-8116	Furniture, Fixture & Office Equipment		185	-	-	1,500	-	1,500	0%
01-200-8118	Public Safety		2,400	-	55,578	6,500	-	65,500	908%
	Axon Enterprise - Officer Safety Plan Bundle	58,000							
	Ammunition	6,000							
	Range Fees	1,000							
	Targets, misc supplies	500							
		65,500							
01-200-8119	Investigation Supplies		882	-	1,123	1,000	550	1,000	0%
	General CSI Supplies	1,000							
01-200-8120	Crime Prevention		2,121	1,973	3,862	2,000	443	2,000	0%
	National Night Out	400							
	General Supplies	1,600							
		2,000							
	Total Supplies		64,722	47,843	111,462	88,450	29,444	146,330	65%
	Maintenance								
01-200-8401	Vehicle Maintenance		29,738	18,244	18,736	30,000	7,786	30,000	0%
	Tires, repairs	26,000							
	Oil Changes / Car Washes	4,000							
		30,000							
01-200-8402	Machinery, Tools & Equipment Maintenance		2,138	1,469	135	2,520	-	2,520	0%
	Copier Maint Contract (\$150 x 12 months)	1,800							

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
	Copier Overages (\$60 x 12 months)	720							
		2,520							
01-200-8404	Software Maintenance		1,062	17,816	22,471	23,500	19,666	23,500	0%
	FortiCare	1,500							
	Fortigate Firewall	2,000							
	Cradle Point Annual Service	3,000							
	ICS Records Management System	17,000							
		23,500							
	Total Maintenance		32,939	37,529	41,342	56,020	27,452	56,020	0%
	Services/Sundry								
01-200-8602	Communications Services		37,645	37,470	38,952	56,276	56,436	56,276	0%
	City of Murphy Dispatch Services	48,276							
	City of Plano Joint Radio Operations	8,000							
		56,276							

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
01-200-8603	Travel/Training		10,483	5,392	4,588	13,000	3,537	15,000	15%
	State Mandated Training	3,000							
	Developing Leaders for Texas Law Enforcement	700							
	Texas Police Chief's Association Conference - Price	1,200							
	Lexipol Training & Policy System	9,000							
	Driver Training	1,100							
		15,000							
01-200-8604	Associations		701	705	480	865	628	865	0%
	North Texas Police Chief's Association	25							
	Texas SmartBuy Program	100							
	TLERA - Hsieh	150							
	IACP Membership - Price	190							
	Texas Police Chief's Association - Price	400							
		865							
01-200-8605	Professional Services		21,783	24,619	25,647	77,657	25,963	20,680	-73%
	Lexis Nexis (\$215 x 12 months)	2,580							
	City of Murphy Animal Control Services	8,000							
	Leads Online	3,100							
	Child Abuse Task Force Agreement	2,500							
	Inmate Boarding	4,500							
		20,680							
01-200-8607	Medical		621	558	1,700	1,500	-	1,500	0%
	Pre-Employment Drug Testing/Physicals	1,500							
01-200-8620	Utilities - Cell Phone / Aircards		6,961	6,617	6,757	8,400	4,668	8,400	0%
	Cell Phones/Aircards (\$700 x 12 months)	8,400							
01-200-8624	Training - State LEOSE Funds		975	2,152	-	4,150	-	4,150	0%
01-200-8625	Tuition Reimbursement		-	-	-	1,500	-	1,500	0%
Total Services/Sundry			79,170	77,513	78,124	163,348	91,232	108,371	-34%
Capital (Items over \$5,000)									
01-200-8901	Radio/Communications		-	-	-	-	-	-	
01-200-8904	Machines, Tools & Implements		1,593	-	-	-	-	-	
Total Capital			1,593	-	-	-	-	-	
Total Expenditures - Police			1,199,519	992,250	1,226,607	1,700,559	920,364	2,034,221	20%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Fire									
	Salary & Benefits								
01-250-8003	Hourly		-	-	-	-	-	204,360	
	Supplemental:								
	(3) Firefighters	204,360							
01-250-8005	Part-Time		526,261	555,383	552,834	592,290	354,390	618,610	4%
01-250-8013	Overtime		-	-	-	-	-	30,000	
	Supplemental:								
	(3) Firefighters	30,000							
01-250-8015	Certification Pay		-	-	-	-	-	9,600	
	Supplemental:								
	(3) Firefighters	9,600							
01-250-8019	Medicare		7,946	8,060	7,998	8,588	5,312	12,510	46%
	Supplemental:								
	(3) Firefighters	3,540							
01-250-8021	Social Security		33,978	34,459	34,197	36,722	22,712	38,354	4%
01-250-8023	TMRS		-	-	-	-	-	49,719	
	Supplemental:								
	(3) Firefighters	49,719							
01-250-8025	Health Insurance		-	-	-	-	-	63,408	
	Supplemental:								
	(3) Firefighters	63,408							
01-250-8027	Dental Insurance		-	-	-	-	-	2,130	
	Supplemental:								
	(3) Firefighters	2,130							
01-250-8029	Life Insurance		6,307	-	-	-	-	666	
	Supplemental:								
	(3) Firefighters	222							
01-250-8031	Unemployment		1,426	363	7,007	5,850	1,626	5,301	-9%
	Supplemental:								
	(3) Firefighters	351							
	Total Salary & Benefits		575,918	598,266	602,036	643,450	384,040	1,034,658	61%
	Supplies (Items under \$5,000)								
01-250-8101	Office Supplies		728	1,250	409	1,000	429	1,000	0%
01-250-8102	Janitorial Supplies		1,045	1,283	709	2,000	414	2,000	0%
01-250-8103	Food		268	-	373	1,500	327	1,500	0%
01-250-8104	Uniforms		8,333	9,529	5,260	11,500	11,707	13,000	13%
	Tshirts/Shorts/Hats/Class B Uniform	13,000							

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
01-250-8105	Protective Clothing		6,233	35,210	38,856	42,900	22,357	39,925	-7%
	Bunker Gear (7 x \$4,275)	29,925							
	Helmets, hoods, boots & gloves	10,000							
		39,925							
01-250-8106	Chemical, Medical, Surgical		6,919	4,864	3,604	5,000	2,243	6,000	20%
	EMS Supplies	5,000							
	Durable Medical Equipment	1,000							
		6,000							
01-250-8107	Minor Tools & Equipment		590	5,025	38,214	10,000	1,365	8,240	-18%
	Fire Suppression & Hazmat	2,000							
	SCBA Replacement Tanks (4 x \$1,560)	6,240							
		8,240							
01-250-8109	Reproduction Outside		-	-	-	100	118	100	0%
01-250-8111	Fuel		11,064	10,869	8,526	12,000	6,087	11,000	-8%
01-250-8113	Computer Hardware/Software		856	-	-	1,000	-	1,000	0%
Total Supplies			36,034	68,031	95,952	87,000	45,047	83,765	-4%
Maintenance									
01-250-8401	Vehicle Maintenance		68,604	42,650	38,707	40,000	34,357	40,000	0%
01-250-8402	Machinery, Tools & Equipment Maintenance		10,894	10,359	16,432	18,000	14,016	21,040	17%
	Fire								
	Compressor Maintenance	500							
	Hydraulic Tool Service	1,500							
	SCBA Hydrotest	1,500							
	Generator Maint Contract	2,000							
	Hose/Ladder Testing	3,000							
	Gas Monitoring	2,540							
	EMS								
	Lifepak 15 Cardiac Defibrillator - Annual Maint	10,000							
		21,040							
01-250-8403	Buildings & Structures Maintenance		1,638	580	8,734	9,500	13,667	5,000	-47%
01-250-8404	Software Maintenance		14,666	14,107	8,050	16,100	7,256	17,600	9%
	ESO - CAD & Reports	9,000							
	PS Trax - Daily Checks	1,500							
	Industrial Network - Peplink	500							
	Active 911 - Call notifications	550							
	ICS - System Dispatch	6,050							
		17,600							
Total Maintenance			95,801	67,696	71,923	83,600	69,297	83,640	0%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
	Services/Sundry								
01-250-8602	Communications Services		111,387	110,033	115,433	117,220	111,801	127,720	9%
	Wylie Dispatch Services	103,000							
	Joint Radio System Operations (Increase by Plano)	21,115							
	Station Alerting System Annual Contract	3,605							
		127,720							
01-250-8603	Travel/Training		9,338	11,085	8,531	13,000	2,599	13,000	0%
	Fire Classes	2,000							
	Officer Training	2,000							
	Driver Training	2,000							
	Education	6,000							
	Training Supplies	1,000							
		13,000							
01-250-8604	Associations		1,700	747	300	1,500	848	1,500	0%
	TX Fire Chief NFPA	400							
	CLIA Re-Cert	150							
	Collin County Fire Chief's Association	300							
	TFCF	650							
		1,500							
01-250-8605	Professional Services		18,172	15,980	18,580	78,800	38,369	83,107	5%
	Medical Director	2,000							
	Ambulance Services	81,107							
		83,107							
01-250-8607	Medical		1,196	1,292	2,450	2,000	1,245	2,000	0%
	Pre-Employment Drug Testing/Physicals	2,000							
01-250-8611	Stipend		(180)	-	-	-	-	-	
01-250-8616	Utilities - Gas		4,242	3,521	3,314	4,900	4,133	4,500	-8%
01-250-8620	Utilities - Cell Phone / Aircards		2,363	2,363	2,363	2,400	1,182	2,400	0%
	Aircards (\$200 x 12)	2,400							
01-250-8621	Utilities - Other		1,270	1,379	1,302	1,320	760	1,350	2%
	Spectrum	1,350							
	Total Services/Sundry		149,489	146,400	152,273	221,140	160,937	235,577	7%
	Capital (Items over \$5,000)								
01-250-8904	Machines, Tools & Implements		-	28,000	-	-	-	-	
	Total Capital		-	28,000	-	-	-	-	
Total Expenditures - Fire			857,242	908,392	922,184	1,035,190	659,321	1,437,640	39%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Development Services - Inspections & Code									
Salary & Benefits									
01-300-8001	Salary		55,188	57,012	59,627	63,626	39,703	66,817	5%
01-300-8003	Hourly		85,224	81,635	80,839	85,269	53,808	95,052	11%
01-300-8013	Overtime		4,322	1,804	1,652	5,000	2,307	5,000	0%
01-300-8018	Longevity Pay		-	-	840	848	848	944	11%
	\$4/month for each year of service	944							
01-300-8019	Medicare		2,017	1,946	1,993	2,244	1,413	2,433	8%
01-300-8023	TMRS		20,527	19,303	23,251	25,316	19,245	32,628	29%
01-300-8025	Health Insurance		23,712	20,447	28,801	36,695	23,226	38,120	4%
01-300-8027	Dental Insurance		1,271	1,394	1,331	1,584	883	1,512	-5%
01-300-8029	Life Insurance		258	257	404	375	285	378	1%
01-300-8031	Unemployment		(367)	18	18	234	127	180	-23%
Total Salary & Benefits			192,152	183,817	198,755	221,191	141,845	243,065	10%
Supplies (Items under \$5,000)									
01-300-8101	Office Supplies		241	124	691	500	947	1,000	100%
01-300-8103	Food		1,044	20	20	1,500	-	1,500	0%
01-300-8104	Uniforms		308	916	369	1,400	763	1,400	0%
	Boots (2 x \$200)	400							
	Jeans, Shirts, Jacket, Hats, Gloves, etc	1,000							
		1,400							
01-300-8107	Minor Tools & Equipment		198	-	48	200	200	-	-100%
01-300-8109	Reproduction Outside		1,534	669	1,383	2,500	723	2,500	0%
	Inspection Reports/Maps/Plats	2,500							
01-300-8111	Fuel		1,818	1,569	1,591	2,500	1,623	2,500	0%
Total Supplies			5,143	3,298	4,103	8,600	4,256	8,900	3%
Maintenance									
01-300-8401	Vehicle Maintenance		3,069	1,361	1,322	3,500	4,075	3,000	-14%
01-300-8404	Software Maintenance		11,751	15,783	12,457	13,200	4,800	13,200	0%
	ENERGOV	6,000							
	Roktech GIS (\$600 x 12)	7,200							
		13,200							
Total Maintenance			14,819	17,144	13,779	16,700	8,875	16,200	-3%
Services/Sundry									
01-300-8603	Travel/Training		1,384	-	1,570	2,650	-	2,650	0%
01-300-8604	Associations		625	421	413	1,195	570	1,195	0%
01-300-8607	Medical		183	521	444	250	-	250	0%
	Pre-Employment Drug Testing/Physicals	250							
01-300-8620	Utilities - Cell Phone		600	477	460	550	293	550	0%
Total Services/Sundry			2,792	1,420	2,887	4,645	863	4,645	0%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Public Works - Building Operations									
Salary & Benefits									
01-310-8003	Hourly		110,507	109,441	103,353	115,524	59,198	167,771	45%
	Supplemental:								
	Maintenance Worker I	41,600							
01-310-8013	Overtime		9,512	4,644	3,872	7,500	5,530	7,500	0%
01-310-8018	Longevity Pay		-	-	636	562	562	634	13%
01-310-8019	Medicare		1,712	1,602	1,516	1,792	947	2,551	42%
	Supplemental:								
	Maintenance Worker I	604							
01-310-8023	TMRS		17,059	15,607	17,586	20,219	12,994	34,585	71%
	Supplemental:								
	Maintenance Worker I	8,478							
01-310-8025	Health Insurance		20,960	17,751	21,719	30,719	16,055	55,723	81%
	Supplemental:								
	Maintenance Worker I	21,136							
01-310-8027	Dental Insurance		1,270	1,394	1,222	1,584	660	2,222	40%
	Supplemental:								
	Maintenance Worker I	710							
01-310-8029	Life Insurance		257	256	362	375	210	600	60%
	Supplemental:								
	Maintenance Worker I	222							
01-310-8031	Unemployment		213	18	61	234	72	297	27%
	Supplemental:								
	Maintenance Worker I	117							
Total Salary & Benefits			161,490	150,714	150,328	178,509	96,227	271,883	52%
Supplies (Items under \$5,000)									
01-310-8101	Office Supplies		71	-	113	200	143	200	0%
01-310-8104	Uniforms		-	531	393	1,400	971	2,100	50%
	Boots (2 x \$200)	400							
	Jeans, Shirts, Jacket, Hats, Gloves, etc	1,000							
		1,400							
	Supplemental:								
	Maintenance Worker I	700							
01-310-8107	Minor Tools & Equipment		10,472	8,478	21,479	25,000	7,899	25,000	0%
	Misc shop tools	15,000							
	Road Signs	10,000							
		25,000							
01-310-8111	Fuel		12,472	10,386	8,169	12,000	6,029	11,500	-4%
Total Supplies			23,216	19,395	30,155	38,600	15,043	38,800	1%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
	Maintenance								
01-310-8401	Vehicle Maintenance		944	1,685	3,054	2,000	1,959	2,500	25%
01-310-8402	Machinery, Tools & Equipment Maintenance		6,168	5,951	9,325	6,000	815	5,500	-8%
01-310-8405	Land Maintenance		176	851	136	5,000	1,165	5,000	0%
	Trail Repairs (Rock/Concrete)	5,000							
01-310-8414	Streets & Alleys		-	-	-	50,000	4,335	50,000	0%
	Cold Patch, Sand, Rock	50,000							
	Total Maintenance		7,288	8,487	12,515	63,000	8,274	63,000	0%
	Services/Sundry								
01-310-8603	Travel/Training		7	3	-	-	-	-	
01-310-8605	Professional Services		130,484	112,933	110,170	355,000	71,928	365,000	3%
	Median Fertilizing	20,000							
	Median Mowing	70,000							
	Road Repairs	50,000							
	Engineering Services	225,000							
		365,000							
01-310-8606	Rental Fees		-	-	-	10,000	-	10,000	0%
	Street Equipment	10,000							
01-310-8610	Utilities - Phone/Internet		-	-	-	200	153	250	25%
	Cellular Service for Cameras at Preserve	200							
	Total Services/Sundry		130,491	112,936	110,170	365,200	72,081	375,250	3%
	Capital (Items over \$5,000)								
01-310-8903	Motor Vehicles		-	-	-	-	-	-	
01-310-8904	Machines, Tools & Implements		6,900	-	5,514	-	-	20,000	
	Supplemental:								
	Trailer for Skid Steer	20,000							
	Total Capital		6,900	-	5,514	-	-	20,000	
Total Expenditures - Public Works - Building Operations			329,385	291,532	308,681	645,309	191,625	768,933	19%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Non-Department									
Supplies									
01-900-8102	Janitorial Supplies		1,586	1,513	350	3,000	456	3,000	0%
Total Supplies			1,586	1,513	350	3,000	456	3,000	0%
Maintenance									
01-900-8403	Buildings & Structures Maintenance		24,276	31,937	30,996	45,000	49,796	50,000	11%
01-900-8404	Software Maintenance		-	-	-	-	-	-	
Total Maintenance			24,276	31,937	30,996	45,000	49,796	50,000	11%
Services/Sundry									
01-900-8601	IT Services		54,633	60,059	100,150	88,300	36,953	93,100	5%
	CivicPlus - Annual Renewal	14,000							
	Office 365 (\$1,000 x 12 months)	12,000							
	ProofPoint Essentials	4,800							
	Remote Monitoring	7,500							
	Backup Storage	15,000							
	Trend Micro	2,400							
	Windows 11 Pro Upgrade License	2,400							
	IT Maintenance	35,000							
		93,100							
01-900-8603	Travel/Training		-	-	-	2,000	-	2,000	0%
	Citywide Training (Cybersecurity, Safety, Sexual Harassment)								
01-900-8605	Professional Services		332,684	333,630	311,066	337,200	317,375	354,200	5%
	Workers Comp	70,000							
	Liability Insurance	90,000							
	Janitorial Services	15,000							
	Pest Control	2,500							
	Alarm Services - PD Bldg	500							
	Trademark Renewal (Next renewal 4/15/2030)	-							
	Credit Card Fees	25,000							
	Legal Fees	75,000							
	Everbridge - Mass Notification System	14,200							
	Swagit - Video Streaming Service	34,000							
	Audit	20,000							
	Long-Term Disability	7,500							
	Fleet Management	1,200							
		354,900							
01-900-8609	Utilities - Electric		39,925	44,875	49,842	55,000	28,218	56,000	2%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
01-900-8610	Utilities - Phone/Internet		11,086	15,537	23,130	24,300	16,133	24,900	2%
	Phone (\$875 x 12)	10,500							
	Internet (\$1,200 x 12)	14,400							
		24,900							
01-900-8621	Utilities - Other		410	410	414	420	241	420	0%
01-900-8640	Building Rental		32,061	29,906	13,108	-	-	-	
Total Services/Sundry			470,800	484,415	497,709	507,220	398,921	530,620	5%
Transfers to Other Funds									
01-900-8822	Transfer to Equipment Replacement Fund		250,000	250,000	350,000	721,000	721,000	400,000	-45%
01-900-8828	Transfer to Technology Replacement Fund		50,000	50,000	100,000	150,000	150,000	150,000	0%
01-900-8829	Transfer to Parks Fund		2,500	2,500	12,500	40,000	40,000	20,400	-49%
	Supplemental:								
	Holiday Lighting	5,400							
01-900-8861	Transfer to Street Construction Fund		500,000	500,000	970,000	1,133,614	1,133,614	1,000,000	-12%
01-900-8863	Transfer to Drainage Improvement Fund		100,000	95,000	100,000	100,000	100,000	100,000	0%
01-900-8865	Transfer to Facility Improvement Fund		350,000	300,000	300,000	300,000	300,000	396,930	32%
	Supplemental:								
	Increase to account for surplus funds	96,930							
Total Transfers to Other Funds			1,252,500	1,197,500	1,832,500	2,444,614	2,444,614	2,067,330	-15%
Capital									
01-900-8902	Hardware/Software		-	-	10,534	-	-	-	
01-900-8930	Buildings & Structures - Buildings		-	-	114,378	-	-	-	
Total Capital			-	-	124,912	-	-	-	
Total Expenditures - Non-Department			1,749,162	1,715,365	2,486,467	2,999,834	2,893,788	2,650,950	-12%
Total Expenditures - General Fund			5,183,455	4,944,833	6,055,469	7,743,693	5,276,903	8,457,434	9%
Total General Fund Surplus/(Deficit)			494,186	1,329,607	1,469,206	87,712	921,322	(0)	-100%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
WATER/WASTEWATER FUND REVENUES									
03-000-4530	State Grants		739	-	-	-	-	-	
03-000-4620	Water Sales		4,108,815	5,070,519	4,901,859	5,060,000	2,623,085	5,700,000	13%
03-000-4622	Meter Set Fee		117,500	88,000	118,500	50,000	88,500	95,000	90%
03-000-4623	Meter/Radio Replacement Fee		1,000	-	-	-	-	-	
03-000-4624	Account Set Up Fees		12,500	9,850	8,650	5,000	5,350	7,500	50%
03-000-4626	Reconnect Fee		-	300	850	200	650	1,000	400%
03-000-4628	Utility Impact Fee		-	-	-	-	-	-	
03-000-4630	Sewer Service		416,385	443,926	535,852	560,000	344,084	588,000	5%
03-000-4632	Sewer Tap		18,000	11,000	5,000	10,000	2,000	10,000	0%
03-000-4800	Interest		32,821	234,988	289,261	240,000	191,778	215,000	-10%
	TexSTAR	215,000							
03-000-4904	Late Fees		20,778	35,604	44,661	20,000	23,992	34,000	70%
03-000-4912	Other Income		750	-	-	-	-	-	
03-000-4914	Returned Check Fee		125	50	175	-	175	-	
03-000-4917	Water Rebate		-	-	-	-	-	-	
Total Revenues - Water/Wastewater Fund			4,729,414	5,894,236	5,904,808	5,945,200	3,279,614	6,650,500	12%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
WATER/WASTEWATER FUND EXPENDITURES									
Water									
	Salary & Benefits								
03-600-8001	Salary		265,455	260,832	270,268	324,573	92,549	349,307	8%
03-600-8003	Hourly		188,882	197,389	210,523	304,421	137,576	325,130	7%
03-600-8005	Part-Time		-	-	-	-	1,680	20,000	
03-600-8007	Car Allowance		3,614	3,600	3,323	3,600	-	3,600	0%
03-600-8009	Insurance Stipend		3,694	3,680	3,397	3,681	-	-	-100%
03-600-8013	Overtime		8,851	4,443	5,845	7,500	7,511	7,500	0%
03-600-8017	On Call		-	-	10,200	10,400	6,800	10,400	0%
	(\$200 x 52)	10,400							
03-600-8018	Longevity Pay		-	-	1,444	1,740	1,566	1,782	2%
	\$4/month for each year of service	1,782							
03-600-8019	Medicare		6,347	6,595	7,182	9,511	3,609	10,407	9%
03-600-8021	Social Security		-	-	-	-	108	1,042	
03-600-8023	TMRS		63,813	109,355	162,441	107,308	48,961	135,650	26%
03-600-8025	Health Insurance		70,986	74,280	87,878	128,890	64,288	142,631	11%
03-600-8027	Dental Insurance		3,811	4,309	4,199	5,940	2,161	5,670	-5%
03-600-8029	Life Insurance		738	760	1,189	1,406	689	1,418	1%
03-600-8031	Unemployment		1,311	70	58	878	348	675	-23%
Total Salary & Benefits			617,502	665,313	767,948	909,847	367,847	1,015,211	12%
Supplies (Items under \$5,000)									
03-600-8101	Office Supplies		311	70	1,213	1,000	666	1,500	50%
03-600-8103	Food		-	199	-	500	237	500	0%
03-600-8104	Uniforms		584	1,153	717	2,800	2,065	2,800	0%
	Boots (4 x \$200)	800							
	Jeans, Shirts, Jacket, Hats, Gloves, etc	2,000							
		2,800							
03-600-8107	Minor Tools & Equipment		2,517	6,040	1,812	10,000	5,231	10,000	0%
03-600-8108	Postage		3,100	3,291	3,032	3,000	1,012	3,200	7%
03-600-8109	Reproduction Outside		14,189	13,635	16,646	18,600	6,374	18,600	0%
	eBilling	12,000							
	CCR Water Report	6,500							
	Business Cards	100							
		18,600							
03-600-8111	Fuel		10,216	10,173	11,108	12,000	7,555	12,000	0%
03-600-8113	Computer Hardware/Software		-	-	2,043	-	-	-	
Total Supplies			30,917	34,562	36,572	47,900	23,141	48,600	1%

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	Maintenance								
03-600-8401	Vehicle Maintenance		2,082	1,056	246	3,000	2,009	3,000	0%
03-600-8402	Machinery, Tools & Equipment Maintenance		6,802	3,323	4,992	5,650	3,756	5,650	0%
	Generator Maint Contract	1,500							
	Generator Repairs	1,500							
	Vac-Truck Maint/Repairs	2,500							
	Check Scanner Maint Agreement	150							
		5,650							
03-600-8404	Software Maintenance		50,016	49,573	40,056	117,000	106,294	101,000	-14%
	Beacon Meter Cellular Service (\$4,500 x 12)	54,000							
	Aqua-Metric Sensus Annual Maint & Support	35,000							
	Tyler Technology UB Maint	12,000							
		101,000							
03-600-8406	Water Mains		19,377	26,482	10,498	15,000	44,596	22,500	50%
	Fire Hydrant Repairs	5,000							
	Water Main Repair Parts	15,000							
	Sand, Concrete, Asphalt for Repairs	2,500							
		22,500							
03-600-8407	Plant, Towers, Wells, Pumps		9,692	14,478	20,962	70,000	67,154	76,800	10%
	Annual Tank Inspections	1,500							
	Sensaphone - Annual Renewal for Alarm	300							
	SCADA Maint & Repairs	10,000							
	East Side Pump Station Repairs	35,000							
	Water Tower Repairs	15,000							
	Central Pump Station Repairs	10,000							
	Misc Repairs	5,000							
		76,800							
03-600-8408	Meter/Meter Box		45,731	98,805	172,804	168,000	140,725	168,000	0%
	1" Meters (\$400 x 330)	132,000							
	3/4" Meters (\$360 x 100)	36,000							
		168,000							
03-600-8409	Service Lines		5,208	3,762	369	10,000	8,578	10,000	0%
Total Maintenance			138,908	197,479	249,926	388,650	373,111	386,950	0%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
	Services/Sundry								
03-600-8603	Travel/Training		3,790	1,961	-	4,200	2,893	4,200	0%
	TEEX C Water Cert Program - K. Ogden	600							
	TEEX C Water Cert Program - M. Camargo	600							
	TEEX C Water Cert Program - W. Walker	600							
	TEEX C Water Cert Program - D. Morrisette	600							
	TEEX C Water Cert Program - B. Nelson	600							
	TEEX C Water Cert Program - Vacant	600							
	TEEX C Water Cert Program - A. Barber	600							
		4,200							
03-600-8604	Associations		114	-	-	1,410	231	1,410	0%
	Public Notary - R. Shults	90							
	AWWA Membership (6 x \$200)	1,200							
	AWWA Section Dues (6 x \$20)	120							
		1,410							
03-600-8605	Professional Services		7,345	7,656	6,710	9,400	5,932	7,400	-21%
	Water Testing (\$500/Quarter)	2,000							
	TCEQ Water System Annual Fee	5,400							
		7,400							
03-600-8607	Medical		-	-	-	-	107	400	
	Pre-Employment Drug Testing/Physicals	400							
03-600-8608	Water Purchase		1,810,117	2,225,015	2,510,870	2,841,768	1,778,378	3,410,000	20%
	NTMWD (\$241,250 x 12) - Delivery Point 1	2,895,000							
	NTMWD - Delivery Point 2	400,000							
	NTMWD Overages	100,000							
	Rita Smith Elem School/Gateway Church	15,000							
		3,410,000							
03-600-8610	Utilities - Internet		-	-	-	5,000	-	5,000	0%
	Service at Central Pump Station								
03-600-8615	Utilities - Electric		60,662	80,802	86,898	86,000	56,909	110,000	28%
03-600-8620	Utilities - Cell Phone		4,932	4,000	3,964	4,800	2,659	4,800	0%
	Cell Phones/Aircards (\$400 x 12)	4,800							
	Total Services/Sundry		1,886,960	2,319,434	2,608,443	2,952,578	1,847,110	3,543,210	20%
	Capital (Items over \$5,000)								
03-600-8931	Building & Structures - Utilities		-	-	-	-	-	-	
03-600-8935	Meter/Meter Boxes		27,932	-	-	-	-	-	
	Total Capital		27,932	-	-	-	-	-	
Total Expenditures - Water			2,702,219	3,216,788	3,662,889	4,298,975	2,611,208	4,993,971	16%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Wastewater									
Salary & Benefits									
03-610-8003	Hourly		18,979	22,049	13,360	21,616	-	22,048	2%
03-610-8013	Overtime		1,611	797	219	2,000	-	2,000	0%
03-610-8018	Longevity Pay		-	-	58	-	-	-	
	\$4/month for each year of service	-							
03-610-8019	Medicare		303	331	203	342	-	349	2%
03-610-8023	TMRS		2,913	5,490	4,680	3,864	-	4,674	21%
03-610-8025	Health Insurance		4,707	4,623	3,404	7,008	-	7,872	12%
03-610-8027	Dental Insurance		312	338	202	396	-	378	-5%
03-610-8029	Life Insurance		63	64	60	94	-	95	1%
03-610-8031	Unemployment		(109)	4	48	59	-	45	-23%
Total Salary & Benefits			28,779	33,694	22,233	35,378	-	37,460	6%
Supplies (Items under \$5,000)									
03-610-8107	Minor Tools & Equipment		-	-	201	-	-	-	
Total Supplies			-	-	201	-	-	-	
Maintenance									
03-610-8402	Machinery, Tools & Equipment Maintenance		-	132	225	-	-	-	
03-610-8407	Plant, Towers, Wells, Pumps		-	-	14,170	10,000	7,953	15,000	50%
	Lucas Road Lift Station Repairs	7,500							
	Lewis Lane Lift Station Repairs	7,500							
		15,000							
Total Maintenance			-	132	14,395	10,000	7,953	15,000	50%
Services/Sundry									
03-610-8609	Wastewater Treatment		278,977	475,934	473,296	500,000	320,296	550,000	10%
	Transportation	220,000							
	Wastewater Treatment	330,000							
		550,000							
03-610-8615	Utilities - Electric		1,745	2,773	5,034	7,500	3,180	6,400	-15%
Total Services/Sundry			280,722	478,707	478,330	507,500	323,475	556,400	10%
Capital (Items over \$5,000)									
03-610-8902	Hardware/Software		-	-		-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Wastewater			309,500	512,533	515,159	552,878	331,429	608,860	10%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
Non-Department									
Maintenance									
03-900-8402	Machinery, Tools & Equipment Maintenance		2,718	2,292	3,126	3,865	1,609	3,865	0%
	Postage Meter Rental	315							
	Postage Machine Annual Maint	350							
	Copier Maint Agreement (\$200 x 12 months x 50%)	1,200							
	Copier Overages	2,000							
		3,865							
Total Maintenance			2,718	2,292	3,126	3,865	1,609	3,865	0%
Services/Sundry									
03-900-8605	Professional Services		99,803	119,224	156,787	120,000	166,134	150,000	25%
	Water System Risk & Resilience Analysis (Required every 5 yrs)	25,000							
	Water Rate Study - Next one due in FY26-27								
	Engineering Services	30,000							
	Audit	20,000							
	Legal Fees	75,000							
		150,000							
Total Services/Sundry			99,803	119,224	156,787	120,000	166,134	150,000	25%
Transfers									
03-900-8801	Transfer to General Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
	G&A Expenses								
03-900-8822	Transfer to Equipment Replacement Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
03-900-8828	Transfer to Technology Replacement Fund		5,000	5,000	5,000	5,000	5,000	5,000	0%
03-900-8841	Transfer to Revenue Bond I&S Fund		555,826	551,563	556,478	554,172	554,172	553,255	0%
	Paying Agent Fees	1,500							
	2019 Refunding Bonds	96,255							
	2018 CO Bonds	455,500							
		553,255							
03-900-8862	Transfer to Utility Construction Fund		-	-	-	328,355	328,355	285,000	-13%
Total Transfers			610,826	606,563	611,478	937,527	937,527	893,255	-5%
Total Expenditures - Non-Department			713,348	728,078	771,391	1,061,392	1,105,270	1,047,120	-1%
Total Expenditures - Water/Wastewater Fund			3,725,066	4,457,399	4,949,439	5,913,246	4,047,907	6,649,952	12%
Total Water/Wastewater Fund Surplus/(Deficit)			1,004,347	1,436,837	955,369	31,954	(768,293)	548	-98%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
SOLID WASTE FUND REVENUES									
05-000-4640	Solid Waste Fee		475,823	496,382	533,292	565,000	382,722	600,000	6%
05-000-4642	Recycling Fee		-	-	-	-	-	-	
05-000-4904	Late Fees		1,782	3,704	4,592	2,500	4,055	2,500	0%
05-000-4912	Other Income		-	-	-	-	-	-	
Total Revenues - Solid Waste Fund			477,606	500,086	537,884	567,500	386,777	602,500	6%
SOLID WASTE FUND EXPENDITURES									
Supplies									
05-620-8101	Office Supplies		-	-	-	-	-	-	
Total Supplies			-	-	-	-	-	-	
Maintenance									
05-620-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
05-620-8605	Professional Services		441,275	479,357	598,891	542,500	328,637	577,500	6%
	Garbage Collection Services								
Total Services/Sundry			441,275	479,357	598,891	542,500	328,637	577,500	6%
Transfers									
05-620-8801	Transfer to General Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
	G&A Expenses								
Total Transfers			25,000	25,000	25,000	25,000	25,000	25,000	0%
Capital									
05-620-8901	Radio/Communications		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Solid Waste			466,275	504,357	623,891	567,500	353,637	602,500	6%
Total Solid Waste Fund Surplus/(Deficit)			11,331	(4,271)	(86,007)	-	33,140	-	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
LAW ENFORCEMENT FUND REVENUES									
21-000-4912	Other Income		-	-	-	-	-	-	
	Awarded money from seized assets								
21-000-5001	Transfer from General Fund		-	-	-	-	-	-	
Total Revenues - Law Enforcement Fund			-	-	-	-	-	-	
LAW ENFORCEMENT FUND EXPENDITURES									
Supplies (items under \$5,000)									
21-220-8107	Minor Tools & Equipment		-	-	-	4,917	-	4,917	0%
Total Supplies			-	-	-	4,917	-	4,917	0%
Maintenance									
21-220-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
21-220-8605	Professional Services		-	-	-	-	-	-	
Total Services/Sundry			-	-	-	-	-	-	
Capital (items over \$5,000)									
21-220-8904	Machines, Tools & Implements		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Law Enforcement Fund			-	-	-	4,917	-	4,917	0%
Total Law Enforcement Fund Surplus/(Deficit)			-	-	-	(4,917)	-	(4,917)	0%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
EQUIPMENT REPLACEMENT FUND REVENUES									
22-000-4906	Misc Reimbursements		-	-	-	-	85,110	-	
22-000-4910	Sale of City Property		11,815	-	-	75,000	-	-	-100%
22-000-5001	Transfer from General Fund		250,000	250,000	350,000	721,000	721,000	400,000	-45%
22-000-5003	Transfer from Water/Wastewater Fund		25,000	25,000	25,000	25,000	25,000	25,000	0%
Total Revenues - Equipment Replacement Fund			286,815	275,000	375,000	821,000	831,110	425,000	-48%
EQUIPMENT REPLACEMENT FUND EXPENDITURES									
Capital (items over \$5,000)									
22-900-8903	Motor Vehicles		66,149	78,307	106,320	246,000	152,674	1,355,000	451%
	Leased Vehicles	75,000							
	Replace Unit #13-307 (2013 Ford F-350 Flatbed)	80,000							
	Replace Unit #19-312 (2019 Ford F-150 Crew Cab)	55,000							
	Replace Unit #16-812 (2016 Ford F-250)	80,000							
	Replace Unit #02-811 (2002 Smeal Fire Truck - Pumper)	880,000							
	Replace Unit #10-811 (2010 F-750 Brush Truck)	185,000							
		1,355,000							
22-900-8904	Machines, Tools & Implements		-	180,235	18,898	516,650	-	115,000	-78%
	Replace Unit #12-352 (2012 Scag Mower)	15,000							
	Replace Unit #16-331 (2016 Takeuchi Skid Steer)	100,000							
		115,000							
22-900-8905	Instruments/Apparatus		-	-	-	-	-	-	
Total Capital			66,149	258,542	125,218	762,650	152,674	1,470,000	93%
Total Expenditures - Equipment Replacement Fund			66,149	258,542	125,218	762,650	152,674	1,470,000	93%
Total Equipment Replacement Fund Surplus/(Deficit)			220,666	16,458	249,782	58,350	678,436	(1,045,000)	-1891%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
COURT SECURITY FUND REVENUES									
23-000-4702	Security Fee		4,783	3,968	6,123	5,000	3,491	6,000	20%
23-000-4912	Other Income		-	-	-	-	-	-	
23-000-5001	Transfer from General Fund		-	-	-	-	-	-	
Total Revenues - Court Security Fund			4,783	3,968	6,123	5,000	3,491	6,000	20%
COURT SECURITY FUND EXPENDITURES									
Supplies (items under \$5,000)									
23-900-8107	Minor Tools & Equipment		-	-	-	4,500	-	4,500	0%
	Police Officer Equipment	2,500							
	City Hall Panic Buttons	2,000							
		4,500							
23-900-8116	Furniture, Fixture & Office Equipment		-	-	-	-	-	-	
Total Supplies			-	-	-	4,500	-	4,500	0%
Maintenance									
23-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
23-900-8603	Travel/Training		-	-	-	500	-	500	0%
	Bailiff Training	500							
23-900-8604	Associations		-	-	-	-	-	-	
23-900-8605	Professional Services		-	-	-	-	-	-	
Total Services/Sundry			-	-	-	500	-	500	0%
Capital (items over \$5,000)									
23-900-8904	Machines, Tools & Implements		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Court Security Fund			-	-	-	5,000	-	5,000	0%
Total Court Security Fund Surplus/(Deficit)			4,783	3,968	6,123	-	3,491	1,000	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
COURT TECHNOLOGY FUND REVENUES									
24-000-4704	Technology Fee		3,916	3,255	5,010	4,500	2,852	5,000	11%
24-000-5001	Transfer from General Fund		-	-	-	-	-	-	
Total Revenues - Court Technology Fund			3,916	3,255	5,010	4,500	2,852	5,000	11%
COURT TECHNOLOGY FUND EXPENDITURES									
Supplies (items under \$5,000)									
24-900-8101	Office Supplies		142	169	198	300	198	200	-33%
	Thermal Paper for ticket writers	200							
24-900-8107	Minor Tools & Equipment		-	-	-	1,200	-	1,500	25%
24-900-8113	Computer Hardware/Software		270	-	-	-	-	-	
24-900-8115	Communication Supplies		-	-	-	-	-	-	
24-900-8116	Furniture, Fixture & Office Equipment		-	-	-	-	-	-	
Total Supplies			412	169	198	1,500	198	1,700	13%
Maintenance									
24-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
24-900-8404	Software Maintenance		2,843	2,687	2,821	3,000	2,677	3,000	0%
	Tyler - Ticket Writers Maint (BRAZOS)	3,000							
Total Maintenance			2,843	2,687	2,821	3,000	2,677	3,000	0%
Services/Sundry									
24-900-8605	Professional Services		-	-	-	-	-	-	
Total Services/Sundry			-	-	-	-	-	-	
Capital (items over \$5,000)									
24-900-8901	Radio/Communications		-	-	-	-	-	-	
24-900-8904	Machines, Tools & Implements		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Court Technology Fund			3,255	2,856	3,019	4,500	2,875	4,700	4%
Total Court Technology Fund Surplus/(Deficit)			662	399	1,990	-	(23)	300	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
CHILD SAFETY FUND REVENUES									
25-000-4706	Child Safety Fee		6,144	4,794	6,762	6,000	5,691	6,500	8%
25-000-4912	Other Income		-	-	-	-	-	-	
Total Revenues - Child Safety Fund			6,144	4,794	6,762	6,000	5,691	6,500	8%
CHILD SAFETY FUND EXPENDITURES									
Supplies (items under \$5,000)									
25-900-8107	Minor Tools & Equipment		-	210	-	6,000	-	3,000	-50%
25-900-8113	Computer Hardware/Software		-	-	-	-	-	-	
25-900-8115	Communication Supplies		-	-	-	-	-	-	
Total Supplies			-	210	-	6,000	-	3,000	-50%
Maintenance									
25-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
25-900-8404	Software Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
25-900-8603	Travel/Training		-	-	-	-	-	-	
25-900-8604	Associations		-	-	-	-	-	-	
25-900-8605	Professional Services		-	1,595	-	-	-	3,000	
	School Zone Restripe	3,000							
Total Services/Sundry			-	1,595	-	-	-	3,000	
Capital (items over \$5,000)									
25-900-8901	Radio/Communications		-	-	-	-	-	-	
25-900-8904	Machines, Tools & Implements		8,700	-	-	-	-	-	
Total Capital			8,700	-	-	-	-	-	
Total Expenditures - Child Safety Fund			8,700	1,805	-	6,000	-	6,000	0%
Total Child Safety Fund Surplus/(Deficit)			(2,556)	2,989	6,762	-	5,691	500	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
POLICE DONATIONS FUND REVENUES									
26-000-4900	Donations		2,625	345	2,230	1,000	1,013	1,000	0%
26-000-4912	Other Income		-	-	-	-	-	-	
26-000-5001	Transfer from General Fund		-	-	-	-	-	-	
Total Revenues - Police Donations Fund			2,625	345	2,230	1,000	1,013	1,000	0%
POLICE DONATIONS FUND EXPENDITURES									
Supplies (items under \$5,000)									
26-230-8104	Uniforms		-	157	-	-	-	-	
26-230-8107	Minor Tools & Equipment		356	604	445	2,500	20	5,000	100%
Total Supplies			356	761	445	2,500	20	5,000	100%
Maintenance									
26-230-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
26-230-8605	Professional Services		-	-	-	-	-	-	
Total Services/Sundry			-	-	-	-	-	-	
Capital (items over \$5,000)									
26-230-8904	Machines, Tools & Implements		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Police Donations Fund			356	761	445	2,500	20	5,000	100%
Total Police Donations Fund Surplus/(Deficit)			2,269	(416)	1,785	(1,500)	992	(4,000)	167%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
FIRE DONATIONS FUND REVENUES									
27-000-4560	Local Grants		16,592	-	-	-	-	-	
27-000-4800	Interest		290	472	1,105	150	-	150	0%
27-000-4900	Donations		10,805	445	3,079	2,000	263	2,000	0%
27-000-4912	Other Income		-	-	-	-	-	-	
Total Revenues - Fire Donations Fund			27,687	917	4,184	2,150	263	2,150	0%
FIRE DONATIONS FUND EXPENDITURES									
Supplies (items under \$5,000)									
27-280-8103	Food		-	-	-	-	1,154	-	
27-280-8104	Uniforms		-	2,148	-	-	-	-	
27-280-8105	Protective Clothing		-	-	220	14,200	-	15,000	6%
27-280-8107	Minor Tools & Equipment		500	-	-	5,000	300	5,000	0%
27-280-8109	Reproduction Outside		-	-	-	-	178	-	
27-280-8113	Computer Hardware/Software		-	-	-	-	-	-	
27-280-8116	Furniture, Fixture & Office Equipment		-	-	-	-	-	-	
Total Supplies			500	2,148	220	19,200	1,631	20,000	4%
Maintenance									
27-280-8402	Machinery, Tools & Equipment Maintenance		-	-	-	5,000	-	5,000	0%
27-280-8404	Software Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	5,000	-	5,000	0%
Services/Sundry									
27-280-8603	Travel/Training		-	-	-	-	-	-	
27-280-8604	Associations		-	-	-	-	-	-	
Total Services/Sundry			-	-	-	-	-	-	
Capital (items over \$5,000)									
27-280-8901	Radio/Communications		-	-	-	-	-	-	
27-280-8904	Machines, Tools & Implements		22,123	21,525	-	30,000	13,134	30,000	0%
Total Capital			22,123	21,525	-	30,000	13,134	30,000	0%
Total Expenditures - Fire Donations Fund			22,623	23,672	220	54,200	14,765	55,000	1%
Total Fire Donations Fund Surplus/(Deficit)			5,064	(22,756)	3,965	(52,050)	(14,502)	(52,850)	2%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
TECHNOLOGY REPLACEMENT FUND REVENUES									
28-000-4910	Sale of City Property		-	-	-	-	-	-	
28-000-5001	Transfer from General Fund		50,000	50,000	100,000	150,000	150,000	150,000	0%
28-000-5003	Transfer from Water/Wastewater Fund		5,000	5,000	5,000	5,000	5,000	5,000	0%
Total Revenues - Equipment Replacement Fund			55,000	55,000	105,000	155,000	155,000	155,000	0%
TECHNOLOGY REPLACEMENT FUND EXPENDITURES									
Supplies (items under \$5,000)									
28-900-8113	Computer Hardware/Software		-	-	-	-	10,464	115,000	
	Computer Replacements	15,000							
	Radio Replacements	100,000							
		115,000							
Total Supplies			-	-	-	-	10,464	115,000	
Capital (items over \$5,000)									
28-900-8902	Computer Hardware/Software		19,419	16,584	94,223	155,000	-	20,000	-87%
	Servers	20,000							
Total Capital			19,419	16,584	94,223	155,000	-	20,000	-87%
Total Expenditures - Technology Replacement Fund			19,419	16,584	94,223	155,000	10,464	135,000	-13%
Total Technology Replacement Fund Surplus/(Deficit)			35,581	38,416	10,777	-	144,536	20,000	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
PARKS FUND REVENUES									
29-000-4900	Donations		15,000	10,339	7,924	5,000	2,989	5,000	0%
29-000-4912	Other Income		105	420	-	-	-	-	
29-000-5001	Transfer from General Fund		2,500	2,500	12,500	40,000	40,000	20,400	-49%
Total Revenues - Parks Fund			17,605	13,259	20,424	45,000	42,989	25,400	-44%
PARKS FUND EXPENDITURES									
Supplies (items under \$5,000)									
29-320-8103	Food		-	-	-	-	-	-	
29-320-8107	Minor Tools & Equipment		-	7,252	6,281	-	-	-	
Total Supplies			-	7,252	6,281	-	-	-	
Maintenance									
29-320-8405	Land Maintenance		-	373	250	-	-	-	
Total Maintenance			-	373	250	-	-	-	
Services/Sundry									
29-320-8604	Associations		-	200	200	-	-	-	
29-320-8622	Special Events		5,297	5,125	9,670	15,000	11,420	20,400	36%
Supplemental:									
Holiday Lighting		5,400							
Total Services/Sundry			5,297	5,325	9,870	15,000	11,420	20,400	36%
Capital (items over \$5,000)									
29-320-8904	Machines, Tools & Implements		-	-	-	30,000	-	-	-100%
Total Capital			-	-	-	30,000	-	-	-100%
Total Expenditures - Parks Fund			5,297	12,950	16,402	45,000	11,420	20,400	-55%
Total Parks Fund Surplus/(Deficit)			12,308	309	4,023	-	31,568	5,000	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
GENERAL OBLIGATION DEBT SERVICE FUND REVENUES									
40-000-4100	Property Tax - Current (\$2,097,878,597/100 x 0.004913 x 99%)	102,038	416,836	411,479	333,605	147,117	310,648	102,038	-31%
40-000-4102	Property Tax - Delinquent (\$1,931,168,576/100 x 0.007695 x 1%)	1,486	12,483	4,828	638	3,347	(368)	1,486	-56%
40-000-4104	Penalty & Interest		3,270	1,430	1,950	1,000	1,139	1,003	0%
Total Revenues - Water/Wastewater Fund			432,590	417,737	336,193	151,464	311,419	104,527	-31%
GENERAL OBLIGATION DEBT SERVICE FUND EXPENDITURES									
40-900-8701	Principal 2019 Refunding Bonds (51.7%)	95,664	379,895	390,235	315,130	291,835	291,835	95,664	-67%
40-900-8703	Interest 2019 Refunding Bonds (51.7%)	7,408	39,372	29,205	20,017	12,490	8,070	7,408	-41%
40-900-8705	Paying Agent Fees		-	125	125	500	125	500	0%
Total Expenditures - GO Debt Service Fund			419,267	419,565	335,272	304,825	300,030	103,572	-66%
Total GO Debt Service Fund Surplus/(Deficit)			13,322	(1,828)	921	(153,361)	11,389	955	-101%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
REVENUE BOND I&S FUND REVENUES									
41-000-5003	Transfer from Water/Wastewater Fund		555,826	551,563	556,478	554,172	554,172	553,255	0%
Total Revenues - Revenue Bond I&S Fund			555,826	551,563	556,478	554,172	554,172	553,255	0%
REVENUE BOND I&S FUND EXPENDITURES									
41-900-8701	Principal		295,105	299,765	314,900	323,165	323,165	334,337	3%
	2019 Refunding Bonds (48.3%)	89,337							
	2018 CO - Bonds (100%)	245,000							
		334,337							
41-900-8703	Interest		258,222	249,297	240,078	229,507	117,677	217,418	-5%
	2019 Refunding Bonds (48.3%)	6,918							
	2018 CO - Bonds (100%)	210,500							
		217,418							
41-900-8705	Paying Agent Fees		600	475	475	1,500	-	1,500	0%
Total Expenditures - Revenue Bond I&S Fund			553,927	549,537	555,453	554,172	440,842	553,255	0%
Total Revenue Bond I&S Fund Surplus/(Deficit)			1,899	2,026	1,025	-	113,330	-	

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
UTILITY IMPACT FEE FUND REVENUES									
60-000-4628	Utility Impact Fee		216,642	153,619	368,591	150,000	264,613	325,000	117%
Total Revenues - Utility Impact Fee Fund			216,642	153,619	368,591	150,000	264,613	325,000	117%
UTILITY IMPACT FEE FUND EXPENDITURES									
Maintenance									
60-900-8402	Machinery, Tools & Equipment Maintenance		-	-	-	-	-	-	
Total Maintenance			-	-	-	-	-	-	
Services/Sundry									
60-900-8605	Professional Services		-	-	11,738	-	-	-	
Total Services/Sundry			-	-	11,738	-	-	-	
Transfers to Other Funds									
60-900-8862	Transfer to Utility Construction Fund		-	-	-	-	-	325,000	
Total Transfers to Other Funds			-	-	-	-	-	325,000	
Capital (items over \$5,000)									
60-900-8931	Buildings & Structures - Utility Construction		-	-	-	-	-	-	
Total Capital			-	-	-	-	-	-	
Total Expenditures - Utility Impact Fee Fund			-	-	11,738	-	-	325,000	
Total Utility Impact Fee Fund Surplus/(Deficit)			216,642	153,619	356,853	150,000	264,613	-	-100%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
STREET CONSTRUCTION FUND REVENUES									
61-000-4200	Sales Tax		-	-	397,655	361,000	300,205	425,000	18%
	Street Maintenance Sales Tax Adopted May 2023								
61-000-4912	Other Income		-	-	-	-	-	-	
61-000-4940	Bond Proceeds		-	-	-	-	-	-	
61-000-5001	Transfer from General Fund		500,000	500,000	970,000	1,133,614	1,133,614	1,000,000	-12%
Total Revenues - Street Construction Fund			500,000	500,000	1,367,655	1,494,614	1,433,819	1,425,000	-5%
STREET CONSTRUCTION FUND EXPENDITURES									
Maintenance									
61-900-8414	Maint-Streets & Alleys		2,240	-	4,506	50,000	21,031	100,000	100%
Total Maintenance			2,240	-	4,506	50,000	21,031	100,000	100%
Services/Sundry									
61-900-8605	Professional Services		3,394	29,427	3,850	50,000	-	-	-100%
	Engineering Services								
Total Services/Sundry			3,394	29,427	3,850	50,000	-	-	-100%
Capital (items over \$5,000)									
61-900-8932	Buildings & Structures - Streets & Alleys		-	21,579	621,187	3,209,551	-	4,827,630	50%
Total Capital			-	21,579	621,187	3,209,551	-	4,827,630	50%
Total Expenditures - Street Construction Fund			5,634	51,006	629,543	3,309,551	21,031	4,927,630	49%
Total Street Construction Fund Surplus/(Deficit)			494,366	448,994	738,111	(1,814,937)	1,412,788	(3,502,630)	93%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
UTILITY CONSTRUCTION FUND REVENUES									
62-000-4530	State Grant		-	-	-	1,240,418	-	-	-100%
62-000-4800	Interest		15,365	-	-	-	-	-	
62-000-4940	Bond Proceeds		-	-	-	-	-	-	
62-000-5003	Transfer from Water/Wastewater Fund		-	-	-	328,355	328,355	285,000	-13%
62-000-5060	Transfer from Utility Impact Fee Fund		-	-	-	-	-	325,000	
Total Revenues - Utility Construction Fund			15,365	-	-	1,568,773	328,355	610,000	-61%
UTILITY CONSTRUCTION FUND EXPENDITURES									
Services/Sundry									
62-900-8605	Professional Services		14,073	59,923	194,150	-	9,886	500,000	
	Engineering Fees								
Total Services/Sundry			14,073	59,923	194,150	-	9,886	500,000	
Capital (items over \$5,000)									
62-900-8931	Buildings & Structures - Utility Construction		1,269,595	27,346	-	1,882,961	725,771	-	-100%
Total Capital			1,269,595	27,346	-	1,882,961	725,771	-	-100%
Total Expenditures - Utility Construction Fund			1,283,668	87,268	194,150	1,882,961	735,657	500,000	-73%
Total Utility Construction Fund Surplus/(Deficit)			(1,268,303)	(87,268)	(194,150)	(314,188)	(407,302)	110,000	-135%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
DRAINAGE IMPROVEMENT FUND REVENUES									
63-000-4912	Other Income		-	-	-	-	-	-	
63-000-4940	Bond Proceeds		-	-	-	-	-	-	
63-000-5001	Transfer from General Fund		100,000	95,000	100,000	100,000	100,000	100,000	0%
Total Revenues - Drainage Improvement Fund			100,000	95,000	100,000	100,000	100,000	100,000	0%
DRAINAGE IMPROVEMENT FUND EXPENDITURES									
Services/Sundry									
63-900-8605	Professional Services		-	-	-	100,000	-	100,000	0%
Total Services/Sundry			-	-	-	100,000	-	100,000	0%
Capital (items over \$5,000)									
63-900-8938	Buildings & Structures - Other		22,763	-	-	413,239	-	-	-100%
Total Capital			22,763	-	-	413,239	-	-	-100%
Total Expenditures - Drainage Improvement Fund			22,763	-	-	413,239	-	100,000	-81%
Total Drainage Improvement Fund Surplus/(Deficit)			77,237	95,000	100,000	(413,239)	100,000	-	-100%

Account Number	Account Description	Itemized Amount	Actual FY2021-22	Actual FY2022-23	Actual FY2023-24	Budget FY2024-25	Actual as of 5/31/25	Proposed Budget FY2025-26	% Change FY25/FY26
FACILITIES IMPROVEMENT FUND REVENUES									
65-000-4912	Other Income		-	-	-	-	-	-	
65-000-4940	Bond Proceeds		-	-	-	-	-	-	
65-000-5001	Transfer from General Fund		350,000	300,000	300,000	300,000	300,000	300,000	0%
Total Revenues - Facilities Improvement Fund			350,000	300,000	300,000	300,000	300,000	300,000	0%
FACILITIES IMPROVEMENT FUND EXPENDITURES									
Services/Sundry									
65-900-8605	Professional Services		18,839	25,198	-	300,000	-	300,000	0%
Total Services/Sundry			18,839	25,198	-	300,000	-	300,000	0%
Capital (items over \$5,000)									
65-900-8930	Buildings & Structures - Buildings		57	-	-	-	-	-	
Total Capital			57	-	-	-	-	-	
Total Expenditures - Facilities Improvement Fund			18,896	25,198	-	300,000	-	300,000	0%
Total Facilities Improvement Fund Surplus/(Deficit)			331,104	274,802	300,000	-	300,000	-	#DIV/0!

Taxpayer Impact Statement	FY2025 Current Year Tax Rate	FY2026 Proposed Tax Rate	FY2026 No-New-Revenue Tax Rate
City of Parker Total Tax Rate	0.310439	0.310439	0.299267
Median Value Homestead Property	\$ 911,148	\$ 988,142	\$ 988,142
Median Value Homestead Property Tax Bill	\$ 2,828.56	\$ 3,067.58	\$ 2,957.18
Difference to Current Year Tax Bill		\$ 239.02	\$ 128.62



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 18, 2025
Exhibits:	<u>Proposed Ordinance</u>

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 897 RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2025-26 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2025-26 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

Texas Local Government Code requires the City Council to ratify when there is an increase to the property tax revenues in the proposed budget as compared to the previous year.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	09/2/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

ORDINANCE NO. 897*(Ratifying Property Tax Revenue Increase FY2025-26)*

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE FISCAL YEAR 2025-26 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE FISCAL YEAR 2025-26 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code section 102.005, subsection (b) and section 102.007, subsection (c) (passed by the 80th Texas Legislature as H.B. 3195, relating in part to “truth-in-taxation disclosure”), requires the City Council to ratify by a separate vote and provide the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, the City’s Fiscal Year 2025-26 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the Fiscal Year 2025-26 Budget, the City Council finds that it must ratify the increased revenue from property taxes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AS FOLLOWS:

SECTION 1. The increased revenue from property taxes in the Fiscal Year 2025-26 City Budget is hereby ratified, with the following declaration:

Based on the Tax Rate of \$0.310439:

“THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$449,886 OR 7.42%, AND OF THAT AMOUNT, \$231,884 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.”

SECTION 2. This Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of Parker, Texas, on the 9th day of September, 2025; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Lee Pettie, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 18, 2025
Exhibits:	<ol style="list-style-type: none"> 1. FY 2025-2026 Public Hearing – Tax Rate (PowerPoint) 2. Notice of Public Hearing on Tax Increase

AGENDA SUBJECT

PUBLIC HEARING ON THE PROPOSED FY2025-2026 TAX RATE.

SUMMARY

Please review the attached exhibit(s) for the FY25-26 Tax Rate.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	09/2/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



City Council Work Session
FY 2025-2026
Public Hearing on Proposed Tax Rate
Tuesday, September 9, 2025

PROPOSED TAX RATE

Tax Rates

	2024	2025
Proposed M&O Rate	0.302744	0.305526
Debt Rate	0.007695	0.004913
Proposed Tax Rate	0.310439	0.310439
No-New-Revenue Rate	0.294324	0.299267
Voter-Approval Rate	0.294237	0.302431
De minimis Rate	0.310439	0.320950

PROPOSED TAX RATE

- The proposed tax rate is \$0.310439 (same as previous year).
- Although the rate did not change, the City Council is required to hold a public hearing on the proposed tax rate because it exceeds the “No-New Revenue Rate”.
- Proposed tax rate is 3.73% above the No-New Revenue Rate

NOTICE OF PUBLIC HEARING ON TAX INCREASE

Meeting Date: 09/09/2025 Item 9.

A tax rate of \$0.310439 per \$100 valuation has been proposed by the governing body of City of Parker.

PROPOSED TAX RATE	\$0.310439 per \$100
NO-NEW-REVENUE TAX RATE	\$0.299267 per \$100
VOTER-APPROVAL TAX RATE	\$0.307344 per \$100
DE MINIMIS RATE	\$0.320950 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for City of Parker from the same properties in both the 2024 tax year and the 2025 tax year.

The voter-approval rate is the highest tax rate that City of Parker may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Parker exceeds the voter-approval rate for City of Parker.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Parker, the rate that will raise \$500,000, and the current debt rate for City of Parker.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Parker is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2025 AT 7:00 PM AT Parker City Hall, 5700 E. Parker Rd., Parker, TX 75002.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Parker adopts the proposed tax rate, the City of Parker is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the City of Parker may not petition the City of Parker to require an election to be held to determine whether to reduce the proposed tax rate.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:
Billy Barron
Colleen Halbert
Darrel Sharpe

Roxanne Bogdan
Buddy Pilgrim

AGAINST the proposal:

PRESENT and not voting:

ABSENT: Lee Pettie

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Parker last year to the taxes proposed to be imposed on the average residence homestead by City of Parker this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.310439	\$0.310439	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$970,926	\$1,043,302	increase of 7.45%
Tax on average homestead	\$3,014.13	\$3,238.82	increase of 224.69, or 7.45%
Total tax levy on all properties	\$6,062,747	\$6,512,633	increase of 449,886, or 7.42%

For assistance with tax calculations, please contact the tax assessor for City of Parker at 972-547-5020 or taxassessor@collincountytx.gov, or visit <https://www.parkertexas.us/> for more information.



Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: City Council/Finance
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey for Finance/HR Director Savage
Estimated Cost:	Date Prepared: August 18, 2025
Exhibits:	Proposed Ordinance

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 898 ADOPTING THE 2025 TAX RATE.

SUMMARY

The proposed tax rate is \$0.310439 (same as prior year).

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	09/2/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

ORDINANCE NO. 898
(Adopting a Tax Rate for 2025)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS LEVYING THE AD VALOREM TAXES FOR THE YEAR 2025 (FISCAL YEAR 2025-2026) AT A RATE OF \$0.310439 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER AS OF JANUARY 1, 2025, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF PARKER; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. There is hereby levied for the year 2025 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Parker, and not exempt by the Constitution of the State and valid State laws, a tax of **\$0.310439** on each One Hundred Dollars (\$100) assessed valuation of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Parker, a tax of **0.305526** on each One Hundred Dollars (\$100) assessed value on all taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Parker, not otherwise provided for, a tax of **0.004913** on each One Hundred Dollars (\$100) assessed value of taxable property within the City of Parker shall be applied to the payment of interest and maturities of all such outstanding debt.
- (c) **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.56 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.79.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2025, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2026. There shall be no discount for payment of taxes prior to February 1, 2026. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

(a) A penalty of six per cent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, 2026 incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2025 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2025 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2025 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. Taxes are payable at the Collin County Tax Office. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. All ordinances of the City of Parker in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Parker not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. 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 thereof decided to be unconstitutional, illegal or invalid.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED by the City Council of the City of Parker, Texas, on the 9th day of September, 2025; by the following votes:

In Favor: _____

Opposed: _____

APPROVED:

Lee Pettle, Mayor

ATTESTED:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Catherine Clifton, Interim City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Mayor
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Mayor Pettie
Estimated Cost:	Date Prepared:	August 22, 2025
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Resolution No. 2024-826 	

AGENDA SUBJECT

CONSIDER RESOLUTION NO. 2025-856 ADOPTING MODIFIED GUIDELINES FOR THE NEWSLETTER AND APPOINTING A MEMBER TO SERVE ON THE NEWSLETTER COMMITTEE FOR THE REMAINDER OF THE 2024-2026 TERM. [PREVIOUSLY ON 2025 0819 CC MTG]

SUMMARY

This resolution will amend the guidelines, providing for greater flexibility in timing of the newsletter as well as for electronic publication; the resolution also provides for appointment of a councilmember to fill the current committee vacancy.

Newsletter Resolution No. 2024-826 is in effect and should be revised, rescinded or adhered to as not in compliance. Needs a person appointed to newsletter committee which should be published by 10-1-25 if not revised or rescinded.

POSSIBLE ACTION

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

Inter – Office Use

Approved by:	Enter Text Here		
Finance Review:	<i>Grant Savage</i>	Date	08/15/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	08/15/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	08/xx/2025

RESOLUTION NO. 2025-856*(Newsletter Guideline Amendment and Committee Appointments)***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ADOPTING MODIFIED GUIDELINES FOR THE NEWSLETTER AND APPOINTING A MEMBER TO SERVE ON THE NEWSLETTER COMMITTEE FOR THE REMAINDER OF THE 2024-2026 TERM.**

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

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

WHEREAS, the City Council has determined the guidelines approved in Resolution No. 2014-437 should be amended to provide an improved procedure to be followed for the production and publication of the newsletter, designed to avoid waste and inefficiency which can result from less coordinated efforts;

WHEREAS, the Committee is comprised of the Mayor, the City Administrator, the City Secretary, and a councilmember appointment to be reviewed every two years; and

WHEREAS, the councilmember position for the Committee is currently vacant;

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

Section 1. Amended newsletter guidelines, attached hereto as Exhibit A, are hereby adopted.

Section 2. Councilmember _____ is appointed to the Newsletter committee for the 2024-2026 term..

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 9th day of September, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney

Proposed

Exhibit A

1.0 Purpose and Scope

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

2.0 Committee

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

3.0 Content

This newsletter shall contain city information as well as information of community interest. Residents may submit articles to be included if their article is informative and/or of community interest and there is space available in the publication

4.0 Schedule

The City newsletter shall be prepared and published in a timely, efficient and professional manner. The newsletter is to be published as often as necessary, when there is information to go out to residents.

5.0 Form

The City newsletter is to be electronic and emailed to residents as well as placed on the City's website and with a few printed copies to be at City Hall for pick up by residents without electronic access.

RESOLUTION NO. 2024-826
(Newsletter Committee Appointments)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS APPOINTING MEMBERS TO SERVE ON
THE NEWSLETTER COMMITTEE FOR 2024-2026.**

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

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

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

WHEREAS, the Committee is comprised of the Mayor, the City Administrator, the City Secretary, and a councilmember appointment to be reviewed every two years; and

WHEREAS, the councilmember position for the Committee is currently vacant;

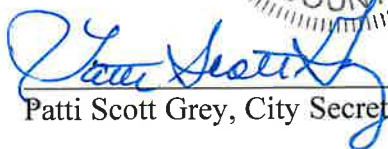
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:

Councilmember Amanda Nbe is appointed to the Newsletter committee for the 2024-2026 term..


DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of December, 2024.



ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettie, Mayor

APPROVED AS TO FORM:

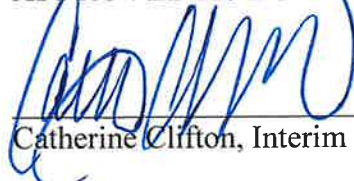

Catherine Clifton, Interim City Attorney

Exhibit A

1.0 Purpose and Scope

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

2.0 Committee

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

3.0 Content

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

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

4.0 Schedule

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



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	August 22, 2025
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Two Year Contract 3. Resolution No. 2023-756 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-857 DESIGNATING THE DALLAS MORNING NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR FISCAL YEARS 2025-2026 AND 2026-2027.

SUMMARY

Type A General-Law Municipality.

Sec. 52.004. OFFICIAL NEWSPAPER.

(a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

Further, Chapter 2051, Subchapter C of the Texas Government Code lists four specific criteria for a newspaper in which certain, though not all, notices must be published. Such a newspaper must:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

Although these criteria may be a useful guide for cities that wish to designate an official newspaper and a strong argument that a certain newspaper qualifies as an official newspaper, Subchapter C does not require that a city use these criteria in selecting an official newspaper.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	08/22/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	09/xx/2025

CITY OF PARKER

RESOLUTION NO. 2025-857

(Designating Official Newspaper 2 YR)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR TWO FISCAL YEARS (2025-2026 AND 2026-2027).

WHEREAS, the City Council finds that *Dallas Morning News* is a paper of general circulation within the City of Parker; and

WHEREAS, the City Council finds that *Dallas Morning News*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2nd class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that *Dallas Morning News* is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Parker; and

NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Years 2025-2026 and 2026-2027, commencing October 1, 2025.
2. The Mayor is authorized and directed to execute a contract with Medium Giant Company, Inc. for continued publication in the *Dallas Morning News* establishing the applicable rates for publication of City notices.
3. Until September 30, 2027, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each ordinance, notice, or other matter required to be published by law or ordinance.
4. Should any word, phrase, paragraph, section, or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.
5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 9th day of September, 2025.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Catherine Clifton, Interim City Attorney

The Dallas Morning News



09/01/2025

CITY OF PARKER

Advertising Contract

Prepared by:

David Ferster

Legal Account Executive
david.ferster@mediumgiant.co
214-977-7819

Prepared for:

CITY OF PARKER

Patti Grey

Asst. City Administrator/City Secretary

5700 East Parker Road

Parker, TX 75002

Office: 972 442 6811 X 235

972 442 2894 (Fax)

parkertexas.us



ADVERTISING CONTRACT

The primary objective of this campaign is to deliver {overview of campaign details} for {COMPANY NAME}.

ADVERTISER INFORMATION:

ADVERTISER: City of Parker

ACCOUNT #: 100732

AGENCY: N/A

ACCOUNT #: N/A

START DATE: 10/01/2025

CONTRACT INFORMATION:

CATEGORY: Legal-DVC

LEVEL: \$5,000.

RATE CARD YEAR: 2025

TYPE: ☐ Frequency X
☒ DVC

END DATE: 09/30/2027

Hereinafter referred to as Advertiser hereby contracts with Medium Giant Company, Inc, d/b/a Medium Giant (hereinafter "Publisher") for consumption of not less than \$5,000. of advertising through the use of __Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period of __24__ months.

Dallasnews.com expenditures revenues count toward the fulfillment of Publisher dollar volume contracts unless otherwise stipulated.

Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of Publisher at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due Publisher. This Agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

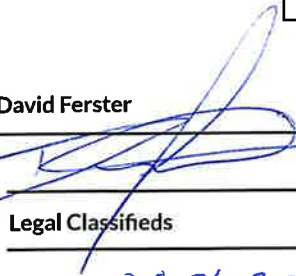
The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

ACCEPTED BY CLIENT REPRESENTATIVE:

APPROVED BY MEDIUM GIANT REPRESENTATIVE:



Name _____
Signature _____
Title _____
Date _____

Name David Ferster
Signature 
Title Legal Classifieds
Date 09-26-2025

APPENDIX A

\$5,000 Annual Spend Includes:

\$4.25 per newspaper line=\$59.50 per inch per day/

\$35.00 Liner / \$45.00 Display for dallasnews.com

\$1.00 per newspaper line per day=\$14.00 per inch per day
for Al Dia



Further Conditions of this Contract

1. Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20th of the month for space billed in the preceding calendar month. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law.
3. Publisher's rates in this contract are based on an assumed classification for the advertising being placed. If at any time Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this contract shall be run at a revised rate. Advertiser agrees to pay Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must advise Publisher before any additional insertions are run. If Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this contract shall be terminated, and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If Advertiser requests a specific position for the advertisement, then Advertiser agrees to pay the rate for such specific position provided the position is available. Publisher is not required to accommodate a request for a specified position. If a specified position requested by Advertiser is not available, then Publisher may position the copy in any position according to the Publisher's rules of composition, position, and shape, and Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position unless Publisher is notified in writing by Advertiser that the copy is to be printed only in the specified position.
6. If Advertiser fails to make payment of undisputed sums as agreed, then Publisher and Advertiser agree that Publisher may at any time terminate this contract. Termination of the contract shall in no way affect the obligation of Advertiser to pay undisputed amounts due at the time of termination.
7. In case of omission or error by Publisher in an advertisement, Publisher shall not be liable for damages. Advertiser's sole remedy shall be that Advertiser shall not be liable for the entire cost of the advertisement. Publisher will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement by this percentage amount or offer replacement ad equal to the percentage amount.
8. Advertising running consecutively will be carried until Advertiser notifies Publisher in writing that copy will be changed or the advertisement will be suspended.
9. In the event of a default or other breach of this contract by either party, the prevailing party shall be entitled to recover attorney's fees and costs.
10. While this contract is in effect, should any conditions arise that affect the cost of newspaper operation, such as imposition by government of a sales tax or increased material or production costs, Publisher reserves the right to increase the advertising rates named on the reverse side of this page or incorporated into this page by reference. In such event, however, Publisher must give Advertiser at least thirty (30) days notice of the increase, and if such increase is not satisfactory to Advertiser, then Advertiser may terminate this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and does not infringe or otherwise violate the copyright, trademark, service mark, or other intellectual property rights, or rights of privacy or publicity, of any third party. Advertiser agrees to indemnify, defend, and hold harmless Publisher, its parent company and affiliates and each of their directors, officers, agents, and employees from and against all claims, exposure, liability, loss, or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from the publication of Advertiser's material. This indemnification shall not apply to willful misconduct by any employee of Publisher.
12. This contract is made and entered into under Publisher's current published schedule of rates in effect on the date of this contract, and by reference such schedule is expressly made a part of this contract. Advertiser assumes responsibility for being knowledgeable about such current published schedule of rates, and Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher, in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of the billing date. All such claims not submitted within thirty (30) days shall be considered waived.
14. If Publisher's "Application for Credit" form has been completed and submitted by Advertiser in connection with this contract, then Advertiser warrants that the information contained in that application is true, accurate, and correct and agrees that the making of any false statements in that application constitutes a material breach of this contract.
15. Any "Application for Credit" form executed by Advertiser is part of this contract and incorporated into this contract fully by reference.
16. Advertiser, and the person, if any, signing on Advertiser's behalf, warrants that he or she has the authority to make and sign this contract.
17. Advertiser agrees to immediately notify Publisher in writing of any change in ownership of Advertiser's business operation. The Advertiser further agrees to assume liability for and make payment of all advertising published pursuant hereto in the event Advertiser's business is sold, merged, or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.

Standard Terms and Conditions

1. General. Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.

2. Launch of Services. Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.

3. Proofs; Responsibility for Ads. Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.

4. Placement. Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.

5. No Guarantees. Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.

6. License to Advertiser Materials. Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.

7. Delivery of Advertiser Materials. Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.

8. Payment Terms. The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments). Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.

9. Taxes. Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.

10. Termination. Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings



or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.

11. Trademark License. Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives Advertiser any right to use the trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

12. Reservation of Rights. Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

13. End User Information. Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

14. Advertiser Representations and Warranties. Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

15. Indemnification. Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

16. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL, THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

18. Force Majeure. Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

19. Modifications to this Agreement. Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including Exhibit A) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

20. Miscellaneous. Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in Exhibit A, are for the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party



beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.



EXHIBIT A - Service Specific Terms

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

1. Search Engine Optimization ("SEO"). Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URLs identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.

2. Search Engine Marketing ("SEM"). Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.

3. Social Media Management ("SMM"). Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.

4. Reputation Management ("RM"). Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.

5. LocalTrack. During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and/or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and/or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider and or Vendors to administer, monitor, use and access Advertiser recorded calls as Advertiser's agent.



Advertiser shall defend, indemnify, and hold harmless Publisher, Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

6. Websites, Mobile Sites & E-Commerce. Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.

7. Email Marketing. The email marketing Service, and any related offerings and products, are collectively referred to herein as the "Email Products." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.

8. Press Release Services ("PRS"). In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.

CITY OF PARKER
RESOLUTION NO. 2023-756
(Designating Official Newspaper 2 YR)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF PARKER FOR TWO FISCAL YEARS (2023-2024 AND 2024-2025), AND RATIFYING THE DESIGNATION OF DALLAS MORNING NEWS FOR THE PRIOR YEAR.

WHEREAS, the City Council finds that *Dallas Morning News* is a paper of general circulation within the City of Parker; and

WHEREAS, the City Council finds that *Dallas Morning News*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2nd class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that *Dallas Morning News* is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Parker; and

NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:

1. *Dallas Morning News* is designated as the official newspaper for the City of Parker for the Fiscal Years 2023-2024 and 2024-2025, commencing October 1, 2023. The use of the newspaper prior to the date of this resolution is ratified by Council.

2. The Mayor is authorized and directed to execute a contract with Medium Giant Company, Inc. for continued publication in the *Dallas Morning News* establishing the applicable rates for publication of City notices.

3. Until September 30, 2025, and thereafter until changed by resolution of City Council, the City of Parker shall continue to publish in *Dallas Morning News* each resolution, notice or other matter required to be published by law.


4. Should any word, phrase, paragraph, section, or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

5. This Resolution is effective immediately upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 19th day of September, 2023.




ATTEST:


Patti Scott Grey, City Secretary

CITY OF PARKER:


Lee Pettie, Mayor

APPROVED TO FORM:


Amy J. Stanphill, City Attorney

The Dallas Morning News



08/15/2023

CITY OF PARKER

Advertising Contract

Prepared by:

Max Tezkol

Legal Account Executive
max.tezkol@mediumgiant.co
214-977-7819

ADVERTISING CONTRACT

City of Parker, Texas
Patti Scott Grey, CMC, CAMC
Asst. City Administrator/City Secretary
5700 East Parker Road
Parker, TX 75002
972.442.6811 x235
972.442.2894 (Fax)
www.parkertexas.us



PGrey@parkertexas.us

ADVERTISER INFORMATION:

ADVERTISER: CITY OF PARKER
100069579
ACCOUNT #:
AGENCY: N/A
ACCOUNT #: N/A
START DATE: 10/01/2023

CONTRACT INFORMATION:

CATEGORY: Legal - Frequency
LEVEL: \$5,000.00
RATE CARD YEAR: 2023
TYPE: • Frequency
END DATE: 09/30/2025

Hereinafter referred to as Advertiser hereby contracts with Medium Giant Company, Inc, d/b/a Medium Giant (hereinafter "Publisher") for consumption of not less than \$5,000 of advertising through the use of Classified Legal to be published within Publisher's line of products. The term of this agreement is for a period of (10/01/2023 – 09/30/2025) **24 months**.


Dallasnews.com expenditures revenues count toward the fulfillment of Publisher dollar volume contracts unless otherwise stipulated.

Such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of Publisher at Dallas, Texas, in accord with the rates as designated by ratecard and/or Appendix A.

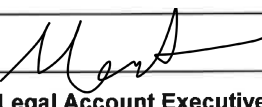
If, for any reason, including suspension of business of Advertiser, less insertions than that contracted for herein is used by Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the published schedule of rates in effect at date of this contract and hereby agrees to pay Publisher, immediately, whatever amount such computation may show to be due Publisher. This Agreement applies to any discontinuance of the advertising, whether at the instance of the Advertiser or of the Publisher. Such amount will be due and payable immediately upon receipt of the invoice.

The entire contract is expressed on the face hereof and in the additional Further Conditions & appendices on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

ACCEPTED BY CLIENT REPRESENTATIVE:

Name Lee Pettie
Signature 
Title Mayor
Date 09/19/2023

APPROVED BY MEDIUM GIANT REPRESENTATIVE:

Name Max Tezkol
Signature 
Title Legal Account Executive
Date 09/19/2023



APPENDIX A

\$5,000 Annual Spend Includes:

\$4.25 per newspaper line per day

\$35.00 Liner / \$45.00 Display for dallasnews.com

\$1 per Line of Bold Type

\$15 Bordered in Column Classified Legal Ad

\$1.00 per newspaper line per day for Al Dia



Further Conditions of this Contract

1. Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser, denominated in U.S. Dollars, must be made in Dallas, Texas, and shall be made not later than the 20th of the month for space billed in the preceding calendar month. Publisher and Advertiser agree that this contract is performable in Dallas County, Texas and shall be governed and construed in accordance with Texas law.
3. Publisher's rates in this contract are based on an assumed classification for the advertising being placed. If at any time Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this contract shall be run at a revised rate. Advertiser agrees to pay Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must advise Publisher before any additional insertions are run. If Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this contract shall be terminated, and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If Advertiser requests a specific position for the advertisement, then Advertiser agrees to pay the rate for such specific position provided the position is available. Publisher is not required to accommodate a request for a specified position. If a specified position requested by Advertiser is not available, then Publisher may position the copy in any position according to the Publisher's rules of composition, position, and shape, and Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position unless Publisher is notified in writing by Advertiser that the copy is to be printed only in the specified position.
6. If Advertiser fails to make payment of undisputed sums as agreed, then Publisher and Advertiser agree that Publisher may at any time terminate this contract. Termination of the contract shall in no way affect the obligation of Advertiser to pay undisputed amounts due at the time of termination.
7. In case of omission or error by Publisher in an advertisement, Publisher shall not be liable for damages. Advertiser's sole remedy shall be that Advertiser shall not be liable for the entire cost of the advertisement. Publisher will determine, in its sole discretion, the percentage of effective cost due to error and reduce the entire cost of the advertisement by this percentage amount or offer replacement ad equal to the percentage amount.
8. Advertising running consecutively will be carried until Advertiser notifies Publisher in writing that copy will be changed or the advertisement will be suspended.
9. In the event of a default or other breach of this contract by either party, the prevailing party shall be entitled to recover attorney's fees and costs.
10. While this contract is in effect, should any conditions arise that affect the cost of newspaper operation, such as imposition by government of a sales tax or increased material or production costs, Publisher reserves the right to increase the advertising rates named on the reverse side of this page or incorporated into this page by reference. In such event, however, Publisher must give Advertiser at least thirty (30) days notice of the increase, and if such increase is not satisfactory to Advertiser, then Advertiser may terminate this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this contract is true, accurate, and correct and does not infringe or otherwise violate the copyright, trademark, service mark, or other intellectual property rights, or rights of privacy or publicity, of any third party. Advertiser agrees to indemnify, defend, and hold harmless Publisher, its parent company and affiliates and each of their directors, officers, agents, and employees from and against all claims, exposure, liability, loss, or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from the publication of Advertiser's material. This indemnification shall not apply to willful misconduct by any employee of Publisher.
12. This contract is made and entered into under Publisher's current published schedule of rates in effect on the date of this contract, and by reference such schedule is expressly made a part of this contract. Advertiser assumes responsibility for being knowledgeable about such current published schedule of rates, and Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher, in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of the billing date. All such claims not submitted within thirty (30) days shall be considered waived.
14. If Publisher's "Application for Credit" form has been completed and submitted by Advertiser in connection with this contract, then Advertiser warrants that the information contained in that application is true, accurate, and correct and agrees that the making of any false statements in that application constitutes a material breach of this contract.
15. Any "Application for Credit" form executed by Advertiser is part of this contract and incorporated into this contract fully by reference.
16. Advertiser, and the person, if any, signing on Advertiser's behalf, warrants that he or she has the authority to make and sign this contract.



17. Advertiser agrees to immediately notify Publisher in writing of any change in ownership of Advertiser's business operation. The Advertiser further agrees to assume liability for and make payment of all advertising published pursuant hereto in the event Advertiser's business is sold, merged, or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.



Standard Terms and Conditions

1. General. Advertiser desires to procure from Publisher certain online Services for use in connection with the operation of Advertiser's business. The Services may include, without limitation, the creation and maintenance of a business profile landing page in the Publisher online directory, search engine marketing, search engine optimization, social media management and integration, SMS and email marketing, and/or website development and hosting. Any selected Services must be specified in the Order. Advertiser may order additional Services from time to time by executing additional Orders. Advertiser acknowledges and agrees that the Services will be provided to Advertiser by Publisher's third-party service provider ("Service Provider") and/or such Service Provider's third-party vendors (each a "Vendor"). Publisher's provision, and Advertiser's use, of all such Services are subject to the terms of this Agreement, including any Service-specific terms set forth in Exhibit A.

2. Launch of Services. Upon execution of an Order, Publisher will submit the Order to its Service Provider for processing. Subject to Publisher receiving, in a timely fashion, any materials from Advertiser that are required to launch each applicable Service, Publisher will provide the Advertiser with a detailed project plan that will include major milestones and corresponding delivery dates. Publisher will use commercially reasonable efforts to launch each such Service on behalf of Advertiser on a live basis based on agreed upon timeline. Any changes in scope/requirements will be reviewed for materiality and subsequently their impact will be factored into mutually agreed upon new milestones and delivery dates.

3. Proofs; Responsibility for Ads. Advertiser shall not be entitled to receive a proof of any display advertising (each an "Ad") created in connection with any Services ordered under this Agreement. Publisher makes no representation or warranty that any Ad will not be similar to, or resemble, any other Ad that is produced by Publisher or its Service Provider. Notwithstanding the foregoing, to the extent Advertiser has purchased website development services pursuant to an Order, Advertiser will have the opportunity to review and approve such website prior to launch.

4. Placement. Positioning of Ads is at Publisher's discretion. Publisher reserves the right to edit, revise, reject or cancel any Ad(s), space reservation or position commitment at any time. Publisher will make efforts to afford Advertiser the Ad position(s) desired; however, under no circumstances is position guaranteed and Ads must be paid for regardless of position.

5. No Guarantees. Advertiser acknowledges that Publisher has not made and does not make any guarantees with respect to usage statistics or levels of impression that will be delivered with respect to Ads placed on one or more websites. If Publisher provides Advertiser with any estimated usage and/or impression statistics, it does so only as a courtesy to Advertiser and will not be held liable for any claims relating to said statistics. Publisher may reject any link embedded in any Ad. If, for any reason, Publisher, in its sole discretion, is unable to publish any Ad(s) in accordance with the terms of this Agreement or the applicable Order, Publisher will either (1) refund to Advertiser the amounts paid for such Ad(s) not published; (2) publish the Ad(s) at a later date, as reasonably determined by Publisher; or (3) publish the Ads in a different position, as determined by Publisher in its sole discretion.

6. License to Advertiser Materials. Advertiser grants to Publisher a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its Service Provider and/or such Service Provider's Vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of Advertiser under the applicable Order (collectively, "Advertiser Materials") in the media and via the distribution methods expressly contemplated in the applicable Order. Publisher may modify or adapt the Advertiser Materials to the extent necessary to transmit, display or distribute it over computer networks and in various media and/or make changes to Advertiser Materials to the extent necessary to provide the Services and to conform and adapt the Advertiser Materials to any requirements or limitations of any networks, devices, services or media.

7. Delivery of Advertiser Materials. Advertiser will, at its expense, provide all Advertiser Materials necessary for Publisher and/or its Service Provider to provide the Services. Such Advertiser Materials will be provided in accordance with Publisher's policies in effect from time to time, including, without limitation, policies regarding the manner of transmission to Publisher and the delivery time prior to publication of the Advertiser Materials. Advertiser acknowledges that Advertiser's delay in delivering materials to Publisher by any applicable deadline may delay the launch date for the Services for which such materials are being provided. All expenses connected with the delivery to Publisher of advertising material or other web page content of Advertiser and any cost for return of such materials from Publisher will be paid by Advertiser. Publisher may dispose of any such materials delivered to it unless Advertiser has made acceptable prepaid return arrangements. Publisher will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display within the applicable Publisher locations. Publisher will not be liable for typographical errors, incorrect insertions or omissions in any Advertiser Materials displayed in connection with the Services.

8. Payment Terms. The fees for the Services are set forth in the Order. Fees must be paid on a monthly basis in advance. Fees will be charged to the credit card identified in the Order unless Advertiser has made other arrangements with Publisher (provided that Publisher will be under no obligation to accept any form of payment other than credit card payments). Advertiser is responsible for ensuring that its credit card information is up to date at all times. By executing this Agreement, Advertiser hereby authorizes Publisher to charge Advertiser's credit card for all applicable Services within two business days after Publisher's initial receipt of the Order, and on a monthly basis on the same day of each subsequent month of the Term thereafter. Claims for errors in billing must be made by Advertiser within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. Unpaid amounts will accrue interest at the rate one and one half percent (1.5%) per month, or the highest amount permitted by law, whichever is less, until such amounts are paid. In addition, Advertiser shall reimburse Publisher on demand for all reasonable costs and expenses incurred by Publisher in collecting any unpaid amounts (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Publisher.

9. Taxes. Advertiser shall be responsible for all taxes, duties, fees and other governmental charges of any kind arising out or relating to the Services.

10. Termination. Publisher may, in its sole discretion, terminate this Agreement or suspend the Services in the event Advertiser fails to pay any amount owed hereunder when due and fails to cure such non-payment within five (5) days following the due date. Without limiting the foregoing, Publisher may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to Advertiser. This Agreement will automatically terminate, without notice (i) upon the institution by or against Advertiser of insolvency, receivership, or bankruptcy



proceedings or any other proceedings for the settlement of Advertiser's debts; (ii) upon Advertiser making an assignment for the benefit of creditors; or (iii) upon Advertiser's dissolution. Advertiser may terminate this Agreement in the event of a material breach by Publisher that remains uncured for a period of thirty (30) days following Publisher's receipt of written notice of such breach from Advertiser.

11. Trademark License. Advertiser hereby grants Publisher and its Service Provider a non-exclusive, royalty-free, worldwide right and license to use the Advertiser Trademarks in connection with the Services. For purposes of this Agreement, "Advertiser Trademarks" mean those trademarks, trade names, service marks, slogans, designs, advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Advertiser or any of its subsidiaries or affiliate companies anywhere in the world. Nothing in this Agreement gives Advertiser any right to use the trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Publisher or any of its subsidiaries or affiliate companies anywhere in the world, including, without limitation, in any advertisements, sales promotion, public announcements or press releases, without Publisher's prior written approval in each instance.

12. Reservation of Rights. Publisher, in its sole discretion, may, at any time and for any reason, without notice, modify or remove or refuse to publish any Advertiser Materials from or on any platform over which the Services are distributed. Without limiting the foregoing, Publisher reserves the right to access, read, preserve, and disclose any Advertiser Materials or other information as Publisher reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Publisher, its users and the public.

13. End User Information. Any data collected from or about end users of the Services or related to the Services shall be the property of Publisher. Advertiser shall have no rights in such information by virtue of this Agreement.

14. Advertiser Representations and Warranties. Advertiser represents and warrants that (i) the Advertiser Materials, Advertiser Trademarks, all website links that Advertiser requests that Publisher and its Service Provider include on a website or other Services developed under this Agreement, and all information (including, but not limited to, name, address and telephone number) furnished by Advertiser in connection with an Order: (a) are original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations; (b) are not libelous or defamatory and do not violate or infringe the personal or proprietary rights of any person or other entity (including without limitation any patent, copyright, trademark, trade secret or other intellectual privacy or publicity); and (c) do not contain viruses or any other contaminants, or disabling devices including, but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable the network or software of Publisher, its Service Provider or any Vendors, or any of their respective affiliates or Advertisers; (ii) it will comply with all federal, state and local laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (iii) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of Publisher's obligations under this Agreement or, during the Term, damage the reputation of Publisher.

15. Indemnification. Advertiser agrees to defend, indemnify and hold harmless Publisher, its parent and affiliates, Service Provider, and each of their respective directors, officers, employees, contractors, agents and assigns, from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees resulting from a third-party claim arising out of: (i) any Advertiser Materials provided by Advertiser for use by Publisher and/or its Service Provider under this Agreement, including, without limitation, any claim that any such Advertiser Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity; (ii) the breach or alleged breach of any representation or warranty made by Advertiser in this Agreement, or (iii) any claim relating to Advertiser's products or services.

16. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER MATERIALS OR OTHER MATERIAL DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PUBLISHER, ITS SERVICE PROVIDER, ANY VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS. IN NO EVENT SHALL PUBLISHER'S, SERVICE PROVIDER'S OR ANY VENDOR'S LIABILITY TO ADVERTISER OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY EXCEED THE AMOUNT ACTUALLY PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ANY REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

18. Force Majeure. Any delay in or failure of performance by Publisher will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Publisher, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the Internet.

19. Modifications to this Agreement. Publisher reserves the right to amend or revise the terms of any Order and/or this Agreement (including Exhibit A) at any time upon thirty (30) days written notice to Advertiser. If such amendments or revisions are to material terms of this Agreement and are not acceptable to Advertiser, Advertiser may cancel this Agreement without penalty or liability by providing written notice to Publisher within such thirty (30) day period.

20. Miscellaneous. Advertiser acknowledges and agrees that the terms set forth in Sections 15, 16, 17, and 18 and the terms in Exhibit A, are for the benefit of Publisher, its Service Provider and Service Provider's Vendors, and that Service Provider and such Vendors are intended third-party beneficiaries under this Agreement and may enforce those provisions directly against Advertiser or through Publisher. The parties



are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties. Advertiser may not assign or transfer this Agreement without the prior written consent of Publisher. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. Sections 5, 8, 9, 12, 13, 14, 15, 16, 17, 19, and 20 will survive any termination, expiration or cancellation of this Agreement.



EXHIBIT A - Service Specific Terms

If Advertiser purchases any of the Services described below from Publisher, the following additional terms and conditions will apply, as and to the extent applicable:

1. Search Engine Optimization ("SEO"). Publisher and/or its Service Provider will perform with the intent of optimizing certain search engine results for Advertiser's advertisements. SEO does not include paid search engine placements offered by certain search engine companies. Advertiser acknowledges that SEO aims to optimize the search engine results for the SEO URL and local search URL's identified for optimization. SEO is not intended to optimize any other domain name or website. Advertiser acknowledges that Publisher will use reasonable efforts to optimize the ranking of Advertiser's advertisements through the provision of SEO, but that no guarantee can be made that the Advertiser's search ranking position will be maintained or optimized. In addition, Advertiser acknowledges that there are risks associated with search engine optimization methods, which could damage Advertiser's search engine ranking position across search engine companies and agrees that Publisher will have no liability for any other unfavorable ranking results whether as a result of Publisher provided SEO or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Publisher. Any other changes to search engine sites that cause unfavorable ranking results are out of Publisher's control and Publisher cannot be held responsible for such actions or occurrences. The search ranking position for any Advertiser shall have no effect on the obligation of Advertiser to pay the full amount for any SEO purchased by the Advertiser. If Advertiser has purchased the Managed Search Engine Optimization product ("SEOM") the following additional terms apply: Publisher may make updates, changes or enhancements to Advertiser's websites. Advertiser acknowledges no updates, changes or enhancements to such websites by Publisher, even those that may be deemed by Advertiser and/or Publisher to have been made in error, shall affect the obligation of Advertiser to pay the full amount for the SEO. Should Publisher acknowledge any change was made in error, the only obligation of Publisher with respect to any such error is to correct such error as soon as practicable (and in no event later than 72 hours) after notice of such error is received by Publisher from Advertiser. Under no circumstances will Publisher be responsible or liable, financially or otherwise, for any impact of Publisher initiated changes including errors, other than as stated in the immediately preceding sentence.

2. Search Engine Marketing ("SEM"). Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the Order. In order to compensate for this variance or for any other reason, Publisher may, in its sole discretion, adjust the campaign fulfillment duration of the applicable Order to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Advertiser to pay the full amount noted on the applicable Order; provided that in no event will Advertiser be obligated to pay more than the amount set forth in the applicable Order if Publisher extends the duration of the campaign as set forth above. In the event that Publisher performs any SEM pursuant to the Services performed hereunder and there is a credit to Advertiser's account of less than \$10.00 after such SEM has been performed, Publisher shall not be required to perform any SEM to offset such balance or to refund Advertiser the cash equivalent thereof.

3. Social Media Management ("SMM"). Publisher will provide the Services on social networking sites on Advertiser's behalf and Advertiser authorizes Publisher to act on Advertiser's behalf in communications with social networking sites, and in the distribution of any Advertiser Materials on such sites. As between the parties, Advertiser retains all rights to any Advertiser Materials supplied to Publisher to submit, post or display. Advertiser represents and warrants that all Advertiser Materials submitted in connection with this SMM order will comply with all applicable social networking site terms of service.

4. Reputation Management ("RM"). Publisher will provide data through a reputation management system that automatically monitors sources, collects and analyzes data, and reports on how Advertiser's business is perceived by its Advertisers ("StepRep"). Publisher will provide RM in conjunction with its Vendor, VendAsta Technologies Inc. Advertiser acknowledges and agrees that Advertiser's use of the StepRep services is subject to the terms of the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.

5. LocalTrack. During the term of each applicable Order, Advertiser authorizes Publisher to act on Advertiser's behalf by creating an advertising effectiveness data gathering system for each applicable Advertiser through establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Advertiser's advertising campaigns on behalf of its Advertisers. All costs and expenses of establishing and maintaining the Numbers and URLs, as from time to time calculated by Publisher, will be paid by the Advertiser. To reimburse Publisher for such costs and expenses, Advertiser shall pay monthly all associated charges listed on the Order, subject to the right of Publisher to adjust such fee upon a change in such costs and expenses. Advertiser represents and warrants that the Numbers and URLs indicated on the Order are the correct primary phone numbers and domain names used by Advertiser in its business. Advertiser acknowledges that Publisher is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Publisher. Upon, completion of the term of an Order, the Numbers and URLs associated to this order will cease to function and Publisher bears no responsibility related to the cessation of the function of said URLs and /or Numbers. Publisher agrees that upon expiration or termination of the Order, at Advertiser's request, Publisher will provide commercially reasonable assistance to Advertiser to transition the URL to the Advertiser. Advertiser will be responsible for any costs incurred by Publisher in transitioning such URL to Advertiser. Advertiser acknowledges that any telephone conversation as result of the use of the Numbers may be recorded ("Voice Recording Service"), and that applicable law may require certain processes to be followed in connection with the use of the Voice Recording Service. Advertiser understands and acknowledges that (a) the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "Advertiser service," and (b) when a person (the "Caller") makes a call to a Advertiser through a Number, the Caller will be automatically advised using a recorded message that such call may be subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to the Advertiser. Advertiser expressly agrees and acknowledges that federal, state, and local laws may require that Advertiser provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Advertiser shall obtain all notices, consents and permissions relating to Call Receivers, as required by applicable law. Advertiser may be required from time to time to certify in writing to Publisher, its Service Provider or Vendor, and to update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Advertiser agrees that Publisher has no responsibility for (i) the legality of recording, monitoring, storing, and/or divulging telephone calls and (ii) the legality of the language used in the recorded Call Prompt Message and content as they pertain to federal, state, and local laws. Advertiser grants specific permission to Publisher, its Service Provider and or Vendors to administer, monitor, use and access Advertiser recorded calls as Advertiser's agent. Advertiser shall defend, indemnify, and



hold harmless Publisher, Service Provider, and Vendors, and its and their affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Advertiser's use or misuse of the Voice Recording System. Advertiser shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Publisher learns about any alleged misuse of the Voice Recording System, Publisher reserves the right to terminate the totality of Advertiser use of the Voice Recording System without prior written notice and without liability.

6. Websites, Mobile Sites & E-Commerce. Publisher or its Service Provider will create and maintain a website or mobile website for the applicable Advertiser on Advertiser's behalf. The creation of this website or mobile website may require Advertiser to complete implementation. Failure of the Advertiser to complete directed implementation processes shall have no effect on the obligation of Advertiser to pay the full amount owed under the Order for Website creation services. Publisher reserves the right in its sole discretion to refuse to sell and design websites to Advertiser for a site which Publisher deems is unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, or contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement. Advertiser may use the Services purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Advertiser acknowledges and agrees that Advertiser will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the end user's exercise of Internet electronic commerce through the website and/or Store. Advertiser will be solely responsible for procuring any functionality necessary to operate the Store. Notwithstanding the foregoing, Publisher agrees that it will reasonably cooperate with Advertiser to ensure that websites it creates under this Agreement can interact with the functionality provided by E-commerce providers with such provider(s) as chosen by Publisher in its sole discretion.

7. Email Marketing. The email marketing Service, and any related offerings and products, are collectively referred to herein as the "Email Products." The Email Products are provided by the Vendor Constant Contact, Inc. and Advertiser acknowledges and agrees that its purchase and use of the Email Products will be subject to the additional terms and conditions located at <http://search.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>, as such terms may be amended from time to time. Advertiser is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. It is the responsibility of Advertiser to contact Publisher with changes prior to the specified mailing date.

8. Press Release Services ("PRS"). In the provision of the PRS Publisher, its Service Provider or a Vendor may, from time to time, contact and interact with Advertiser to provide content, direction and approval of the PRS. Inaction by or unavailability of the Advertiser may have a negative impact on the fulfillment or performance of the PRS. Advertiser inaction or lack of availability shall not affect the obligation of Advertiser to pay the full amount for press release services. No specific PRS will appear on any specific site or location in the syndication network.



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 Interim City Attorney Clifton
Estimated Cost:	Date Prepared:	July 29, 2025
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. Collin Central Appraisal District letter, dated Thursday, July 28, 2025 4:16 PM 3. Texas Property Tax Code (TPTC) § 6.03 4. Collin Appraisal Review Board Accepting Applications – Double Checking – Is this where Mayor Pettie wanted this info? 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-858, REGARDING NOMINATION(S) OF BOARD OF DIRECTOR POSITION(S) FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT.

SUMMARY

Please review information provided and be prepared to “nominate up to one (1) candidate for each position to be filled on the Board of Directors. Only two (2) of the board positions are included in this election, therefore, each taxing unit can nominate a maximum of two (2) candidates.” The two (2) board candidates nominated for the Collin Central Appraisal District’s Board of Directors, if elected, would serve four-year terms which will start January 1, 2026 and expire on December 31, 2029, in accordance with Texas Property Tax Code (TPTC) § 6.03. This is Step 1: Nominations.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	08/28/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	08/xx/2025

RESOLUTION NO. 2025-858*(Collin County Appraisal District Board Nomination(s))***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS;
NOMINATING A CANDIDATE OR CANDIDATES FOR THE COLLIN CENTRAL
APPRAISAL DISTRICT BOARD OF DIRECTORS.**

WHEREAS, in accordance with the Texas Property Tax Code (TPTC) at Section 6.03, the Collin Central Appraisal District's has two (2) open director positions to be appointed by the taxing units that participate in the District; and

WHEREAS, each taxing unit may nominate one (1) to two (2) board candidates; and,

WHEREAS, the nomination(s) must be made in an open meeting and a written resolution from the presiding officer of your governing body must be delivered to the Chief Appraiser by end-of-day October 14, 2025; and,

WHEREAS,

1. _____;
2. _____;

meet(s) the qualifications and has/have expressed an interest in serving on the District's Board of Directors;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Parker, Texas that:

The City Council of the City of Parker, Texas authorizes the Mayor to execute and deliver this Resolution to the Chief Appraiser of the Collin Central Appraisal District making the following nomination(s) as a candidate or candidates for the District Board of Directors:

- | | |
|-------------------------|-------------------------|
| 1. Name: _____ | 2. Name: _____ |
| Address: _____ | Address: _____ |
| Parker, Texas Zip _____ | Parker, Texas Zip _____ |

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas, on this the 9th day of September, 2025.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Catherine Clifton, Interim City Attorney

Proposed



Collin Central Appraisal District

July 28, 2025

To: Collin Central Appraisal District taxing entities

From: Marty Wright, Chief Appraiser

RE: Election of Collin Central Appraisal District Board of Directors

Ladies and Gentlemen,

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

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

The Board of Directors drew lots on January 23, 2025 to determine which Board of Directors would have a three (3) year term, and who would have a one (1) year term. Directors Richard Grady, Alvin Benton and Veronica Yost all drew a three (3) year term that expires on December 31, 2027. Directors Brian Mantzey and Jerry Tartaglino drew one (1) year terms that expire on December 31, 2025. This election will be to select candidates for those two positions that will now begin a four (4) year term which will start January 1, 2026 and expire on December 31, 2029.

CALENDAR OF EVENTS FOR APPOINTED MEMBERS ON JANUARY 1, 2026

Title of Event: Allocation of Votes

Deadline: Before October 1st, (September 30, 2025)

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

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (e)

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

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

Title of Event: Nomination of Candidates

Deadline: Before October 15th, (October 14, 2025)

Action: Nominate up to one (1) candidate for each position to be filled on the Board of Directors. Only two (2) of the board positions are included in this election, therefore each taxing unit can nominate a maximum of two (2) candidates.

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

Tax Code: 6.03 (g)

Summary of Action: A taxing unit's nomination(s) by written Resolution can be submitted at any time, as long as it is received by the Chief Appraiser by end-of-day October 14, 2025. The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

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

Title of Event: Delivery of Ballots**Deadline:** Before October 30th, **Deadline for delivery of ballots is end-of-day October 29, 2025.****Action:** Prepare and deliver a ballot listing the candidates whose names were timely submitted by a taxing unit.**Responsible for Action:** Chief Appraiser**Tax Code:** 6.03 (j)**Summary of Action:** The Chief Appraiser will deliver a ballot listing the candidates, with their names sorted alphabetically by surname, to the presiding officer for each taxing unit. Additionally, each ballot will list the taxing unit's name and their vote allocation. The ballots will be mailed the third week of October.**Title of Event:** Taxing Units Cast Their Votes**Deadline:** Before December 15th, (December 15th falls on a Monday). **Deadline for delivery of voting Resolution, received by the chief appraiser, is end-of-day December 12, 2025.****Action:** Taxing unit determines its votes in public session by Resolution.**Special Action (Tax Code Amendment):** Taxing Unit's with 5% or more of the total votes **MUST** determine their votes by Resolution adopted at the **FIRST** or **SECOND OPEN** meeting of the governing body held after the Chief Appraiser delivers the ballot and the Resolution must be submitted to the chief appraiser not later than the **THIRD** day following the date the Resolution was adopted. Taxing units with **250 or more votes are affected by this Tax Code change.****Responsible for Action:** Governing body of each entity and entity's presiding officer.**Tax Code:** 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)**Summary of Action:** The governing body of each taxing unit entitled to vote shall determine its vote by Resolution. If an entity marks their votes next to the nominees name on the Ballot received from the Chief Appraiser, the marked Ballot must have an accompanying Resolution adopted in a public meeting determining the tax unit's votes. The Resolution adopted in an open meeting of the taxing unit, or a copy of marked Ballot accompanied by the taxing unit's Resolution must be received by the Chief Appraiser by end-of-day December 12, 2025. **Taxing units with 250 or more votes, please refer to the "Special Action (Tax Code Amendment)" section above concerning the deadlines for adopting your Resolution and submitting the Resolution to the Chief Appraiser.**

Title of Event: Election Results

Deadline: Before December 31st, (December 30, 2025)

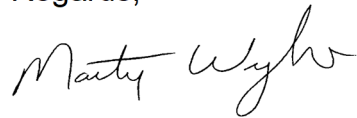
Action: Count the votes and declare the two (2) candidates who receive the largest cumulative vote totals elected to a four-year term, beginning January 1, 2026.

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (k)

Summary of Action: The Chief Appraiser will submit the election results before December 31, 2025 to each taxing unit and to the candidates.

Regards,



Marty Wright, CCA, RPA
Chief Appraiser



Collin Central Appraisal District

September 4, 2025

To: Collin Central Appraisal District taxing entities

From: Marty Wright, Chief Appraiser

RE: Election of Collin Central Appraisal District Board of Directors

Ladies and Gentlemen,

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

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

The Board of Directors drew lots on January 23, 2025 to determine which Board of Directors would have a three (3) year term, and who would have a one (1) year term. Directors Richard Grady, Alvin Benton and Veronica Yost all drew a three (3) year term that expires on December 31, 2027. Directors Brian Mantzey and Jerry Tartaglino drew one (1) year terms that expire on December 31, 2025. This election will be to select candidates for those two positions that will now begin a four (4) year term which will start January 1, 2026 and expire on December 31, 2029.

CALENDAR OF EVENTS FOR APPOINTED MEMBERS ON JANUARY 1, 2026

Title of Event: Allocation of Votes

Deadline: Before October 1st, (September 30, 2025)

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

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (e)

Summary of Action: There are 2,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Each taxing unit's vote allocation will be delivered to the taxing unit in late-September.

Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 200 votes.

Title of Event: Nomination of Candidates

Deadline: Before October 15th, (October 14, 2025)

Action: Nominate up to one (1) candidate for each position to be filled on the Board of Directors. Only two (2) of the board positions are included in this election, therefore each taxing unit can nominate a maximum of two (2) candidates.

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

Tax Code: 6.03 (g)

Summary of Action: A taxing unit's nomination(s) by written Resolution can be submitted at any time, as long as it is received by the Chief Appraiser by end-of-day October 14, 2025. The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

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

Title of Event: Delivery of Ballots**Deadline:** Before October 30th, **Deadline for delivery of ballots is end-of-day October 29, 2025.****Action:** Prepare and deliver a ballot listing the candidates whose names were timely submitted by a taxing unit.**Responsible for Action:** Chief Appraiser**Tax Code:** 6.03 (j)**Summary of Action:** The Chief Appraiser will deliver a ballot listing the candidates, with their names sorted alphabetically by surname, to the presiding officer for each taxing unit. Additionally, each ballot will list the taxing unit's name and their vote allocation. The ballots will be mailed the third week of October.**Title of Event:** Taxing Units Cast Their Votes**Deadline:** Before December 15th, (December 15th falls on a Monday). **Deadline for delivery of voting Resolution, received by the chief appraiser, is end-of-day December 12, 2025.****Action:** Taxing unit determines its votes in public session by Resolution.**Special Action (Tax Code Amendment):** Taxing Unit's with 5% or more of the total votes **MUST** determine their votes by Resolution adopted at the **FIRST** or **SECOND OPEN** meeting of the governing body held after the Chief Appraiser delivers the ballot and the Resolution must be submitted to the chief appraiser not later than the **THIRD** day following the date the Resolution was adopted. Taxing units with **250 or more votes are affected by this Tax Code change.****Responsible for Action:** Governing body of each entity and entity's presiding officer.**Tax Code:** 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)**Summary of Action:** The governing body of each taxing unit entitled to vote shall determine its vote by Resolution. If an entity marks their votes next to the nominees name on the Ballot received from the Chief Appraiser, the marked Ballot must have an accompanying Resolution adopted in a public meeting determining the tax unit's votes. The Resolution adopted in an open meeting of the taxing unit, or a copy of marked Ballot accompanied by the taxing unit's Resolution must be received by the Chief Appraiser by end-of-day December 12, 2025. **Taxing units with 250 or more votes, please refer to the "Special Action (Tax Code Amendment)" section above concerning the deadlines for adopting your Resolution and submitting the Resolution to the Chief Appraiser.**

Title of Event: Election Results

Deadline: Before December 31st, (December 30, 2025)

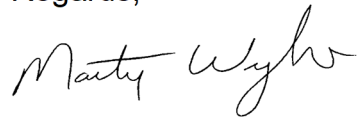
Action: Count the votes and declare the two (2) candidates who receive the largest cumulative vote totals elected to a four-year term, beginning January 1, 2026.

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (k)

Summary of Action: The Chief Appraiser will submit the election results before December 31, 2025 to each taxing unit and to the candidates.

Regards,



Marty Wright, CCA, RPA
Chief Appraiser

Texas Tax Code - TAX § 6.03. Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

From: [George Chollar](#)
To: [Patti Grey](#)
Subject: Collin Appraisal Review Board Accepting Applications
Date: Tuesday, August 26, 2025 3:18:20 PM
Attachments: [image001.png](#)
[Collin ARB Press Release FINAL, 08-20-2025.docx](#)

Ms. Grey,

The Collin County Appraisal Review Board (ARB) is accepting applications for New Members whose term will begin in January 2026. This opportunity may be of interest to members of the Parker community.

The ARB is a citizen's board that sits in panels to hear testimony, review evidence and determine property owner protests, which cannot be resolved informally with the Collin Appraisal District.

If possible, we would like for this opportunity to be announced to residents of the Parker community through a community website or other publications. Applications will be accepted through September 30, 2025.

The text for the announcement requesting applications is attached.

The Collin ARB and Collin Central Appraisal District website postings of this announcement and additional details are available at www.collinarb.org and www.collincad.org.

Thank you for considering this request. Please contact me if you have any questions.

Regards,

George Chollar
Collin County ARB Chairman
214-923-7969

Collin
ARB

Collin County Appraisal Review Board

Accepting Applications for 2026

The Collin Central Appraisal District Board of Directors is now accepting applications for appointment to the Collin County Appraisal Review Board (ARB) for a 1- or 2-year term, to begin on January 1, 2026, and end December 31, 2026 or 2027. The ARB is a board of citizens that determines taxpayer protests of property appraisals made by the Collin Central Appraisal District (CAD).

ARB service requires a full-time commitment during the spring and summer months. In 2025, the Collin County ARB had over 50,000 hearings. Additionally, although members may not be scheduled every day, they must be available to serve every day if needed, including some Saturdays in May, June, and July. Hearings are usually held one week per month throughout the year. Members are compensated per-diem for meetings and are reimbursed for expenses incurred in the performance of their duties. ARB members are also required to attend training sessions.

Applications must be submitted to the Collin CAD Board of Directors through the CAD Taxpayer Liaison Officer and must be received by September 30, 2025, to be considered.

An applicant must be a resident of Collin County and must have resided in the county for at least the past two years.

Requirements for members and additional information about the Appraisal Review Board can be found in the Texas Property Tax Code (Section 6.41) (<https://statutes.capitol.texas.gov/Docs/TX/htm/TX.6.htm#6.41>), Texas Comptroller website (<https://comptroller.texas.gov/taxes/property-tax/arb/>), or Collin ARB website (<https://collinarb.org/>).

Applications are available at **collinarb.org** or by calling **469-742-9200**.

You may also submit an on-line version at **<https://collinarb.org/application/>**

If not submitted online, send applications to:

Collin CAD / Appraisal Review Board
ATTN: Christopher Nickell - Taxpayer Liaison Officer
250 Eldorado Pkwy.
McKinney, TX 75069-8023

Or by email to **TLO@cadcollin.org** with subject line **ARB Member Application**

Applicants selected as finalists may be scheduled for interviews.



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
Estimated Cost:	Date Prepared:	September 3, 2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>A1 Parker PW Floor Plan – Design Approval</u> 2. <u>A2 Parker PW W & E Elevations – Design Approval</u> 3. <u>A2 Parker PW N & S Elevations Design Approval.</u> 	

AGENDA SUBJECT

CONSIDERATION AND ANY ACTION ON COST ESTIMATE FOR THE FLOOR PLAN/LAYOUT OF THE PUBLIC WORKS BUILDING CENTRAL PUMP STATION.

SUMMARY

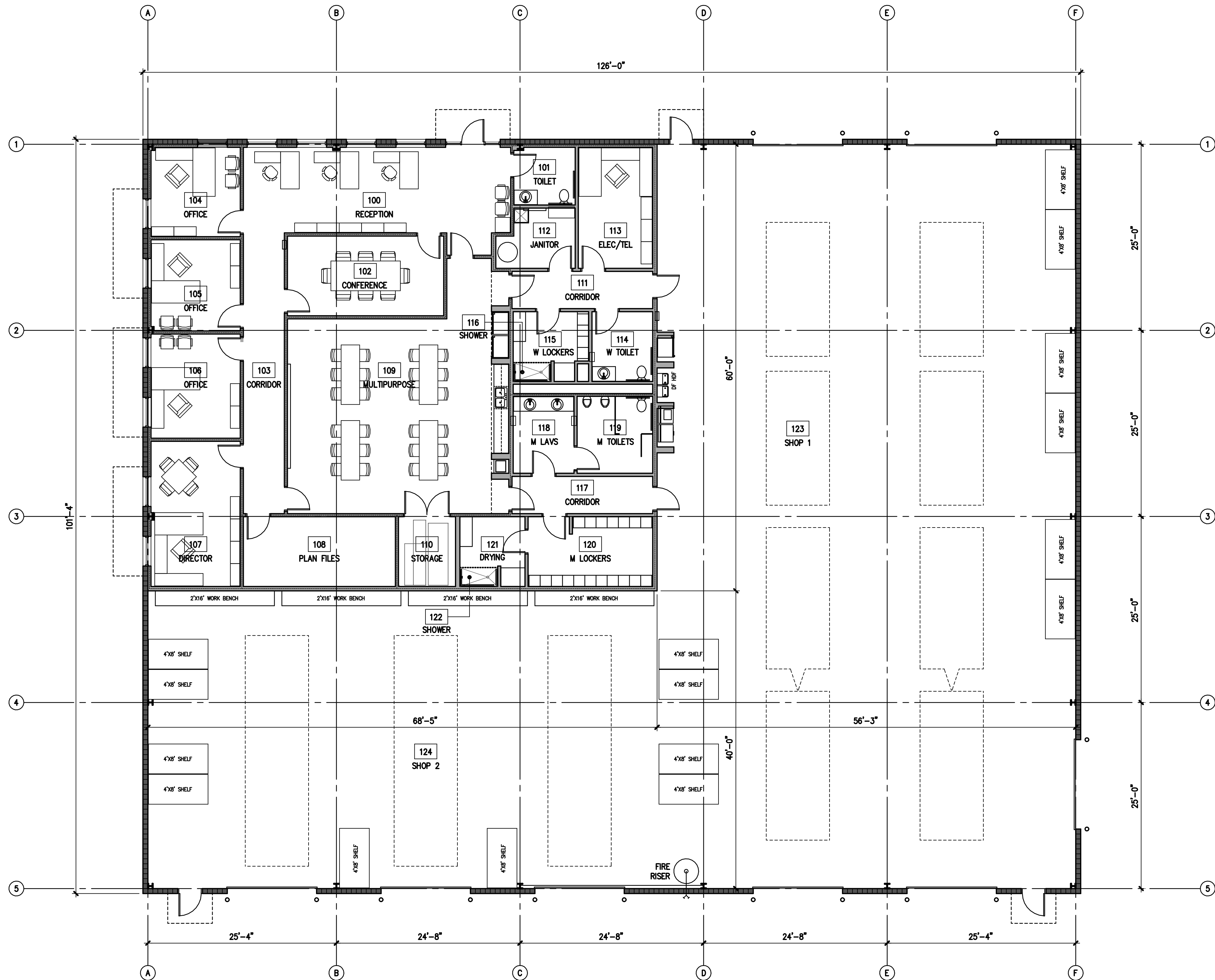
Summary - Attached are the floor plan/layout and elevation of the public works building at the central pump station for consideration prior to requesting cost estimate.

POSSIBLE ACTION

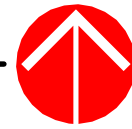
City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/05/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/05/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/202



1 FLOOR PLAN
1/8" = 1'-0"



AREA TABULATION:

ADMINISTRATIVE AREA:	4,191 SF
SHOP AREA:	8,577 SF
TOTAL:	12,768 SF

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



SPURGIN & ASSOCIATES ARCHITECTS LLC
1216 N CENTRAL EXPRESSWAY, SUITE 200A
MCKINNEY, TEXAS 75070
972-562-5368
E: kent@spurginarchitects.com

CITY OF PARKER, TEXAS
PUBLIC WORKS SERVICE CENTER

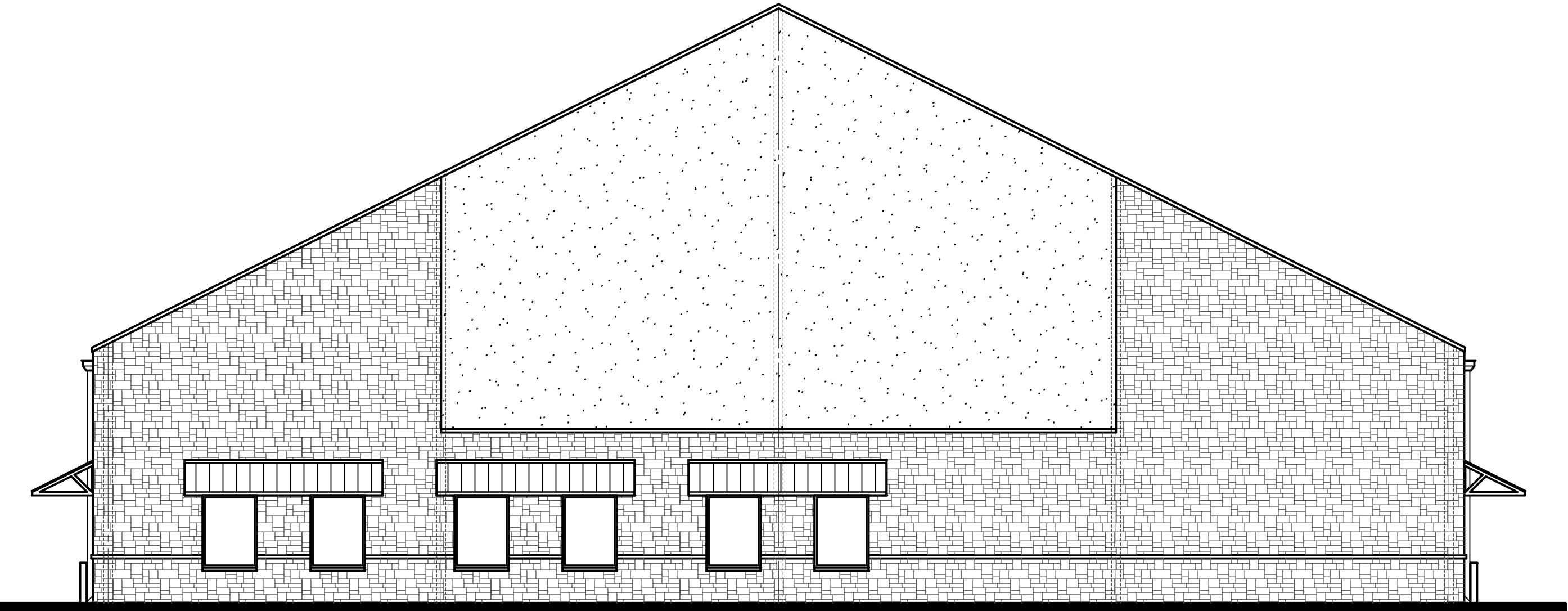
FLOOR PLAN

BHC
PROJECT NO.
2017-150

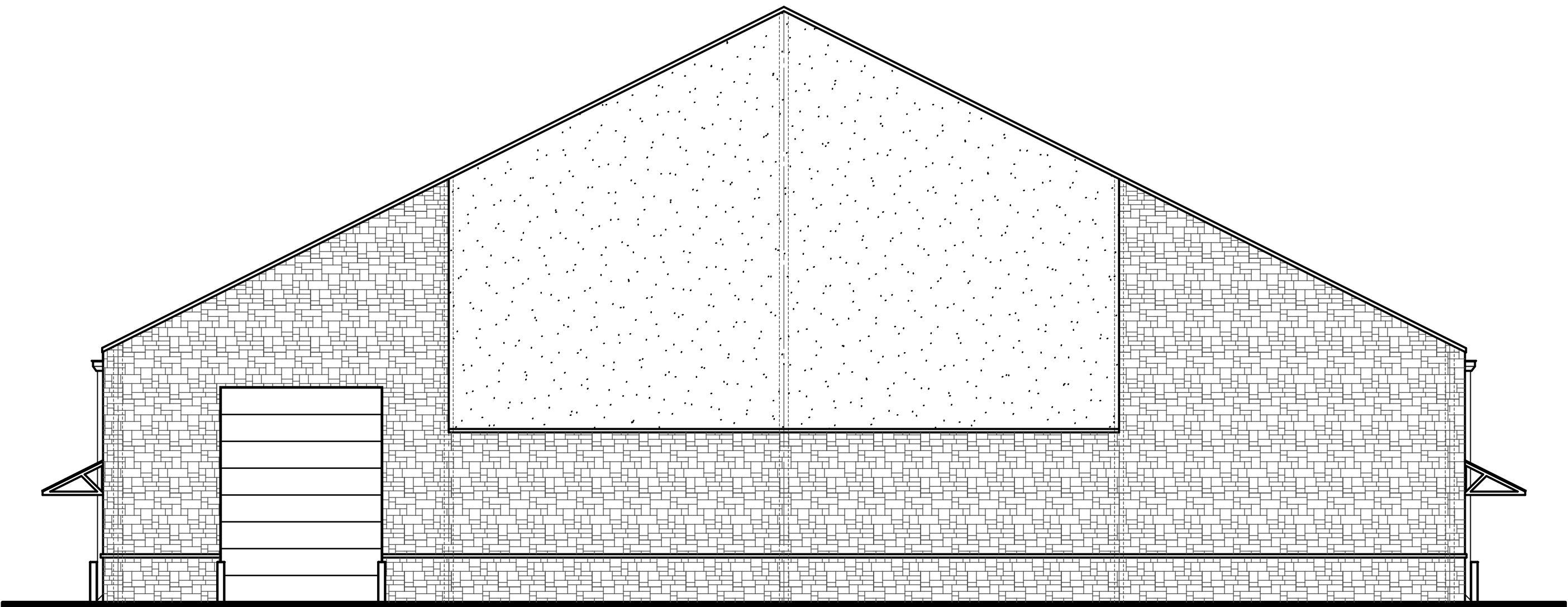
JUNE 2025

SHEET NO.

A1



WEST ELEVATION



EAST ELEVATION

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.

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



**SPURGIN & ASSOCIATES
ARCHITECTS LLC**
1216 N CENTRAL EXPRESSWAY, SUITE 200A
MCKINNEY, TEXAS 75070
972-562-5368
E: kent@spurginarchitects.com

CITY OF PARKER, TEXAS
PUBLIC WORKS SERVICE CENTER

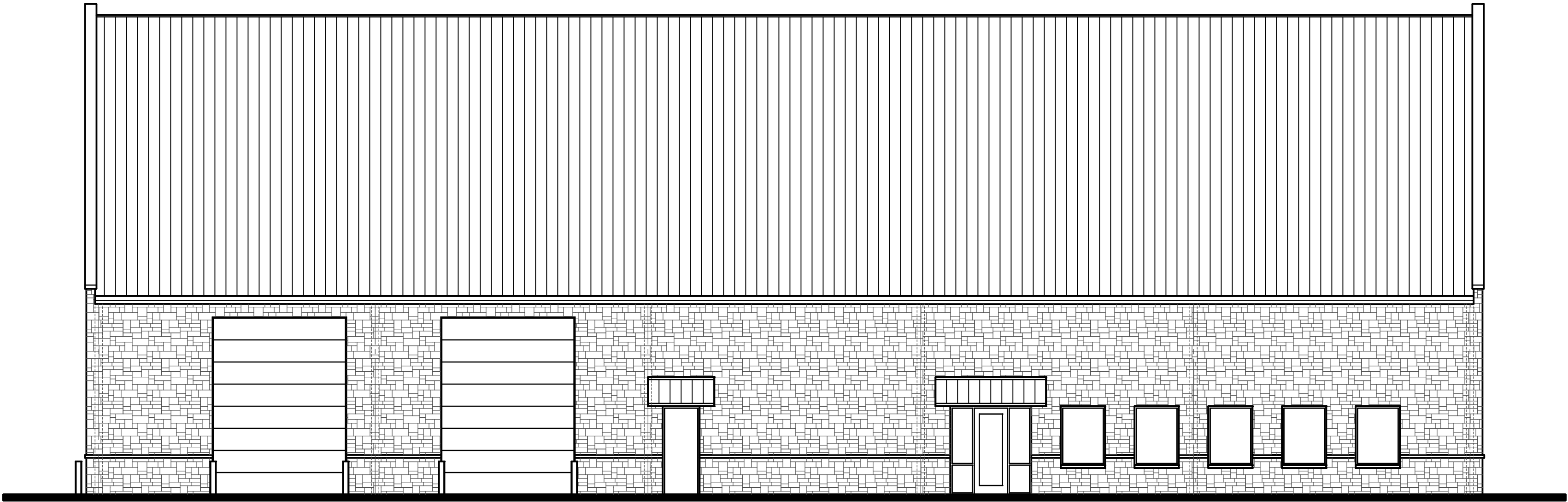
WEST & EAST EXTERIOR ELEVATIONS

BHC
PROJECT NO.
2017-150

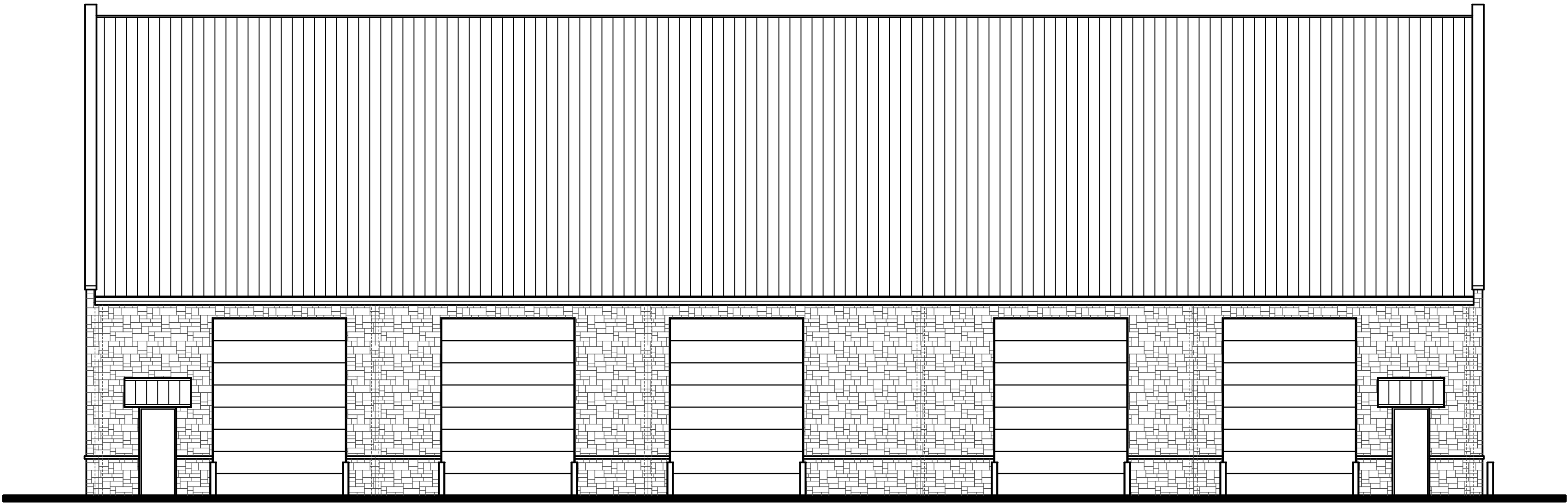
JUNE 2025

SHEET NO.

A3



NORTH ELEVATION



SOUTH ELEVATION

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



**SPURGIN & ASSOCIATES
ARCHITECTS LLC**
1216 N CENTRAL EXPRESSWAY, SUITE 200A
MCKINNEY, TEXAS 75070
972-562-5368
E: kent@spurginarchitects.com

CITY OF PARKER, TEXAS
PUBLIC WORKS SERVICE CENTER

NORTH & SOUTH EXTERIOR ELEVATIONS

BHC
PROJECT NO.
2017-150

JUNE 2025

SHEET NO.

A2

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.



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure: \$3.3M (FY24-25)	Prepared by:	ACA/CS Scott Grey for Public Works Director Machado
Estimated Cost: \$2,977,697.94	Date Prepared:	September 3, 2025
Exhibits:	<ol style="list-style-type: none"> 1. <u>Proposed Ordinance/Resolution</u> 2. <u>Dublin Rd Paving Proposals</u> 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON DUBLIN ROAD PAVING CONTEMPORANEOUS WITH WATER LINE PROJECT.

SUMMARY

The current water line project on Dublin Road provides for repaving one lane of the road after installation of the water line. There is potential cost savings if the City repaves the entire road now rather than following the schedule in the Comprehensive Plan.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/05/2025
Finance/HR Review:	<i>Grant Savage</i>	Date:	09/05/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/05/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

Rep: Cory Henneberg

Proposal: CH250706

Phone: 214-352-3400

Date: 8/18/2025

To:

City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:

Dublin Road Rehabilitation
Dublin Road
Parker, Tx

Scope of Work

Provide labor and materials for the scope of work described below at the above location. The following bid is based on the documents listed below, as provided to Subcontractor. Documents include:

NO PLANS PROVIDED

Scope(s) of work which may or may not be in Subcontractor's classification which is(are) noted in documents not included in above list is(are) specifically excluded from Subcontractor's bid. Work to include the following items:

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	Survey - Establish Centerline Elevation	1	LS	10000.00	10,000.00
02)	Ditch Grading	6,000	SF	0.70	4,200.00
03)	SWPPP - Silt Fence and Straw Waddles.	1	LS	6300.00	6,300.00
04)	12" Cement Stabilization (50 LB/SY)	195,575	SF	2.25	440,043.75
05)	Glassgrid	179,860	SF	0.75	134,895.00
06)	3" TYPE B HMAC	179,860	SF	2.85	512,601.00
07)	2" TYPE D HMAC	179,860	SF	2.05	368,713.00
08)	Backfill Edge of Pavement	31,280	SF	1.80	56,304.00
09)	Hydro Seed	46,920	SF	1.25	58,650.00
10)	Traffic Control	1	LS	12300.00	12,300.00
11)	Testing - Alliance Geo	1	LS	19000.00	19,000.00
12)	Bond - Payment & Performance	1	LS	17917.28	17,917.28

Exclusions

Bid does not include Permits, Sales Tax, or AGC Dues.

Excludes striping, utility adjustments

Bid does not include Prime Coat unless spelled out as a bid item.

Prices quotes good until 09/30/2025

Bid is based on up to three (03) move in's, additional move in's will be billed @ \$5,000.00 each.

Anderson Asphalt & Concrete Paving LLC will not be held liable for any items of work not quoted above.

Not responsible for any utilities damaged that have not been marked and have not been install deeper than 3' below finish grade.

Not responsible for delays due to circumstances beyond our control.

This quote to be included in any subcontract offered to Anderson Asphalt & Concrete Paving, LLC.

Quote is valid for 30 days.

Subcontractor's price includes insurance.

Subcontractor's bid and its agreement to perform the work set forth herein are explicitly contingent upon Subcontractor and Contractor negotiating mutually acceptable Subcontract terms.



Proposal for Work

Anderson

Meeting Date: 09/09/2025 Item 15.

Dallas, TX 75229
www.aacpaving.com

Rep: Cory Henneberg
Phone: 214-352-3400

Proposal: CH250706
Date: 8/18/2025

To:
City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:
Dublin Road Rehabilitation
Dublin Road
Parker, Tx

Proposal Total: 1,640,924.03

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of Contractor in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The terms and conditions contained herein this proposal shall be an integral part of any agreement for the work, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Submitted By:		Acceptance:	
By:	Cory Henneberg	By:	
Title:	Vice President of Civil Division	Title:	
Date:	08/18/2025	Date:	

TERMS AND CONDITIONS

Meeting Date: 09/09/2025 Item 15.

To be Included in the Contract for the Work Included in this Proposal

1. Anderson Asphalt & Concrete Paving LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.
2. Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.
3. Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
4. The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
5. Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor's Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
6. Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.
7. Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.
8. Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**
9. Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 6 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.
10. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
11. This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
12. The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

END

Rep: Cory Henneberg

Phone: 214-352-3400

Proposal: CH250902

Date: 9/4/2025

To:

City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:

Dublin Road Fdr Ph2
Dublin Road
Parker,

Scope of Work

Provide labor and materials for the scope of work described below at the above location. The following bid is based on the documents listed below, as provided to Subcontractor. Documents include:

NO PLANS PROVIDED

Scope(s) of work which may or may not be in Subcontractor's classification which is(are) noted in documents not included in above list is(are) specifically excluded from Subcontractor's bid. Work to include the following items:

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	Survey - Establish Centerline Elevation	1	LS	10000.00	10,000.00
02)	Ditch Grading	6,000	SF	0.70	4,200.00
03)	SWPPP - Silt Fence and Straw Waddles.	1	LS	6000.00	6,000.00
04)	12" Cement Stabilization (50 LB/SY) 6200' x 24'	148,800	SF	2.25	334,800.00
05)	Glassgrid	142,600	SF	0.75	106,950.00
06)	3" TYPE B HMAC (6200' x 23)	142,600	SF	2.85	406,410.00
07)	2" TYPE D HMAC (6200' x 23)	142,600	SF	2.05	292,330.00
08)	Backfill Edge of Pavement	24,800	SF	2.25	55,800.00
09)	Hydro Seed	37,200	SF	2.15	79,980.00
10)	Traffic Control	1	LS	10000.00	10,000.00
11)	Testing - Alliance Geo	1	LS	15600.00	15,600.00
12)	Bond - Payment & Performance	1	LS	14653.91	14,653.91

Exclusions

Bid does not include Permits, Sales Tax, or AGC Dues.

Excludes striping, utility adjustments

Bid does not include Prime Coat unless spelled out as a bid item.

Prices quotes good until 09/30/2025

Bid is based on up to three (03) move in's, additional move in's will be billed @ \$5,000.00 each.

Anderson Asphalt & Concrete Paving LLC will not be held liable for any items of work not quoted above.

Not responsible for any utilities damaged that have not been marked and have not been install deeper than 3' below finish grade.

Not responsible for delays due to circumstances beyond our control.

This quote to be included in any subcontract offered to Anderson Asphalt & Concrete Paving, LLC.

Quote is valid for 30 days.

Subcontractor's price includes insurance.

Subcontractor's bid and its agreement to perform the work set forth herein are explicitly contingent upon Subcontractor and Contractor negotiating mutually acceptable Subcontract terms.



Proposal for Work

Anderson

Meeting Date: 09/09/2025 Item 15.

Dallas, TX 75229
www.aacpaving.com

Rep: Cory Henneberg

Proposal: CH250902

Phone: 214-352-3400

Date: 9/4/2025

To:

City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:

Dublin Road Fdr Ph2
Dublin Road
Parker,

Proposal Total: 1,336,723.91

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of Contractor in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The terms and conditions contained herein this proposal shall be an integral part of any agreement for the work, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Submitted By:		Acceptance:	
By:	Cory Henneberg	By:	
Title:	Vice President	Title:	
Date:	09/04/2025	Date:	

TERMS AND CONDITIONS

Meeting Date: 09/09/2025 Item 15.

To be Included in the Contract for the Work Included in this Proposal

1. Anderson Asphalt & Concrete Paving LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.
2. Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.
3. Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
4. The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
5. Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor's Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
6. Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.
7. Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.
8. Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**
9. Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 6 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.
10. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
11. This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
12. The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

END



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 Lee Pettie
Estimated Cost:	Date Prepared:	September 2, 2025
Exhibits:		

AGENDA SUBJECT

CONSIDERATION AND ANY APPROPRIATE ACTION ON A REQUEST BY THE PARKER WOMEN'S CLUB (PWC) TO PLACE YARD SIGNS ON CITY PROPERTY DURING THE MONTH OF SEPTEMBER FOR ADVERTISING THEIR MEMBERSHIP DRIVE AND RUMMAGE SALE EVENT.

SUMMARY

The PWC would like to place yard size signs at city hall and on other city property to advertise to residents their membership drive which will last through September. PWC would also like to promote their rummage sale event to be held at Victory church on 9/28 by placing signs on city property during September.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/xx/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025



Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Administration/Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for Interim City Attorney C. Clifton
Estimated Cost:	Date Prepared:	September 3, 2025
Exhibits:	1. Proposed Ordinance 2. Any additional exhibit(s).	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 899 APPOINTING A CITY ATTORNEY.

SUMMARY

Summary goes here.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/03/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/xx/2025 via Municode
Mayor:	<i>Lee Pettie</i>	Date:	09/xx/2025

ORDINANCE NO. 899
(City Attorney Appointment)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS APPOINTING CATHERINE CLIFTON TO SERVE AS THE CITY ATTORNEY OF THE CITY OF PARKER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Under Chapter 22, Subchapter C, Sec 22.071 of the Local Government Code; City Council to appoint a competent and duly qualified and licensed attorney, practicing in the State of Texas, to be the attorney for the City.

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

Section 1. That Catherine Clifton is appointed as the City Attorney of the City of Parker and is authorized to act with all the authority of the City Attorney of the City of Parker as provided in and the statutory and common laws of the State of Texas, and the Code of Ordinances, City of Parker, Texas.

Section 2. This Ordinance shall take effect Tuesday, September 9, 2025.

PASSED AND APPROVED by the City Council of the City of Parker, Texas, this 9th day of September, 2025.

APPROVED:

Lee Pettie, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Interim City Attorney Catherine Clifton



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 & Public Works Director Machado
Estimated Cost:	Date Prepared:	September 3, 2025
Exhibits:	<ol style="list-style-type: none"> 1. Proposed Resolution 2. 3406 Dublin Road Accessory Building/Outbuilding/Barn Application and backup 	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2025-859 REGARDING THE CONSTRUCTION OF A FACILITY LARGER THAN 1000 SQUARE FEET AT 3406 DUBLIN ROAD.

SUMMARY

Summary goes here.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Gary Machado</i>	Date:	09/xx/2025
Finance Review:	<i>Grant Savage</i>	Date:	09/xx/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/xx/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

RESOLUTION NO. 2025-859
(Construction of facility under Special Use Permit)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING CONSTRUCTION OF A 1500 SQUARE FOOT FACILITY AT 3406 DUBLIN ROAD AS REQUIRED BY ORDINANCE NO. 778.

WHEREAS the City of Parker issued a Special Use Permit for an event venue at 3406 Dublin Road in Ordinance No. 778; and

WHEREAS, Ordinance No. 778 requires that any new facilities greater than 1000 square feet to be constructed on the property require prior written approval of the City Council; and

WHEREAS, the property owner has made application to construct a wedding chapel of 1500 square feet;

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

Section 1. The construction of a 1500 square foot wedding chapel as described in the application attached hereto as Exhibit 1 is hereby approved.

Section 2. This Resolution constitutes prior written approval for construction of the referenced facility as required by Ordinance No. 778.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 9th day of September, 2025.

CITY OF PARKER:

Lee Pettie, Mayor

ATTEST:

APPROVED AS TO FORM:

Patti Scott Grey, City Secretary

Catherine Clifton, Interim City Attorney



ACCESSORY BUILDING / OUTBUILDING /
BARN APPLICATION

Incomplete Applications will not be accepted.

Meeting Date: 09/09/2025 Item 18.

JUN 13 2025

FEE: See Fee Schedule

PLEASE PRINT/TYPE

PROPERTY OWNER: Swingin D' Ranch LTD PHONE NUMBER: 214-566-5978

PROJECT ADDRESS/LOCATION: 3406 Dublin Rd

LOT _____ BLOCK _____ SUBDIVISION _____ ZONING: _____

TYPE OF CONSTRUCTION: SLAB / WOOD FRAME VALUE OF CONSTRUCTION: \$ 40,000

PROPOSED USE OF STRUCTURE: Wedding Chapel

*FOUNDATION - SLAB X PIER & BEAM _____ POST TENSION _____ N/A _____

Total Square Footage Under Roof <u>1500</u> sq. ft.	Total Lot Coverage <u>.03</u> %
Total Square Footage A/C <u>1500</u> sq. ft.	Total Lot Size <u>42</u> acres
Structures over 5,250 sq ft May Require Fire Sprinklers	
1 st Floor _____ sq. ft.	2 nd Floor _____ sq. ft.
Garage _____ sq. ft.	Porches/Patios _____ sq. ft.
Note: No Garage may open to the front of lot or side on corner lot.	
Is this a Key Corner Lot? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Building Set Back Requirements [Refer to City Zoning Code]	
Front Yard <u>664</u> ft	Rear Yard <u>500</u> ft
Right Side Yard <u>325</u> ft	Left Side Yard <u>1025</u> ft
Exterior Finish Materials percentages:	
Masonry _____ %	Siding <u>100</u> %
Other : _____ %	

Contractor Company Name	Contact Person	Phone	Registration Current with City For City Use Only
General/Builder <u>Self / Matt Wear</u>		<u>214-566-5978</u>	Expiration Date _____
Electrical			Expiration Date _____
Plumbing			Expiration Date _____
Mechanical			Expiration Date _____
Other			Expiration Date _____

*Each contractor must register with the City and furnish a current State issued trade license and proof of Liability coverage.

FOR FEES - SEE PAGE 3 OF THIS APPLICATION.

<small>NOTICE: AN ISSUED PERMIT BECOMES INVALID IF THE WORK ON THE SITE AUTHORIZED BY THE PERMIT DOES NOT COMMENCE WITHIN 180 DAYS OF ISSUANCE, OR IF THE WORK ON THE SITE IS INCOMPLETE DUE TO SUSPENSION OR ABANDONMENT FOR A PERIOD OF 180 DAYS. AT LEAST ONE (1) CITY INSPECTION IS REQUIRED EVERY 180 DAYS. ALL PERMITS REQUIRE FINAL INSPECTION.</small> <small>I HEREBY CERTIFY THAT I AM AN AUTHORIZED AGENT OF THE OWNER, AND HAVE THE OWNER'S CONSENT TO ENTER ONTO THE PROPERTY TO COMPLETE THE WORK. AFTER CLOSE REVIEW OF THIS APPLICATION, I FURTHER CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE WORK SHALL COMPLY WITH ALL PROVISIONS OF LAWS AND ORDINANCES, WHETHER SPECIFIED OR NOT. THE GRANT OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY FEDERAL, STATE, OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</small>	Signature <u>Katie Wear</u>
	Date <u>6/13/25</u>
	Printed Name <u>Katie Wear</u>
	Title <u>Owner</u>
Original signature required. Permit and plans must be submitted at City Hall.	
For City Use Only: Fee Paid \$ _____ Cash <input type="checkbox"/> Check <input type="checkbox"/> # _____ CC <input type="checkbox"/> Received by _____	

REQUIRED DRAWINGS/PLANS FOR REVIEW:

Three (3) Complete Sets of Construction Plans including Surveyed Plot Plans showing existing structures and proposed structures.

ORDINANCE NO. 508**SECTION 1.**

1. Accessory Buildings shall be constructed of materials similar in appearance to the main dwelling or with any of the following exterior materials:

Brick, pre-finished metal, wood siding or simulated wood, masonry products, Portland cement plaster, stucco or exposed aggregate concrete. Corrugated sheet metal siding and roofing are expressly prohibited.
2. Greenhouses shall be used only for the purpose of growing plants. Greenhouses exceeding 120 square feet shall be constructed in accordance with the following requirements:
 - a. The exterior of a greenhouse must be constructed of fiberglass, glass, carbonite, or other rigid material approved by the building inspection department. Such materials will be mounted in frames of steel, aluminum, cedar, or treated wood, suitable for building purposes, and in accordance with the applicable building code.
 - b. The floor area of a greenhouse shall not exceed the lesser of:
 - i. 1,000 square feet, or
 - ii. 2% of the lot area, or
 - iii. the aggregate lot coverage for all structures allowed by the zoning classification of the lot, or
 - iv. the aggregate lot coverage for non-residential structures allowed by the zoning classification of the lot.
3. All construction of Accessory Buildings requires the issuance of a building permit by the City of Parker. All construction shall meet the building code requirements of the City of Parker.
4. Accessory Buildings shall be located according to the most restrictive of the following:
 - a. In the rear portion of the lot, behind the rear building line of the main dwelling.
 - b. If on a corner, no closer to a street than the main dwelling.
 - c. In compliance with the setbacks requirement required by the zoning classification of the lot.
5. Maximum Height:
 - a. The maximum height of an Accessory Building is measured from the peak of the roof of the Accessory Building to grade level.
 - b. The maximum height shall be 40 feet, or the height of the peak of the roof of the main dwelling, whichever is lower.
 - c. The maximum height of a sidewall of an Accessory Building shall not exceed 15 feet.

6. Additional Requirements:

- a. The building area of an Accessory Building shall not exceed the lesser of 2500 square feet or 3% of the lot area.
- b. The applicant shall submit a fully dimensioned site plan, showing the location and the dimensions of the Accessory Building, the property lines, easements and all structures within 100 feet of the property line. The sketch shall include a depiction of the size and location of all doors in the Accessory Building.
- c. The eaves shall overhang the exterior walls by no less than 1 foot and no more than 3 feet.
- d. Accessory buildings of any size used to shelter animals shall be at least 100 feet from the primary dwelling of adjacent residents on contiguous lots.
- e. No Accessory Building shall be closer to the front of the lot than the dwelling on an adjacent lot. This rule is waived if the residence on the adjacent lot is at least 200 feet from the proposed Accessory Building.
- f. Lots smaller than one acre are limited to one accessory building. Lots greater than one acre are limited to one accessory building per acre.

7. Usage and Occupancy

Accessory buildings shall not be used for accessory dwellings, unless converted in accordance with all provisions governing accessory dwellings.

ACCESSORY BUILDINGS FEES

Base Fee

Up to 1000 square feet:	\$ 100.00
1001 to 1500 square feet:	\$ 150.00
1501 to 2000 square feet:	\$ 200.00
2001 to 2500 square feet	\$ 300.00
Plus (if required)	
+ Plumbing	\$75.00
+ Electrical	\$75.00
+ Mechanical	\$75.00

All electrical, plumbing, and mechanical contractors must be registered with the CITY of PARKER. Failure to do so will result in a fine.

Some of the offenses that may result in fines are: failure to keep trash contained, mud on public roads, construction without inspections, etc.

THE CITY OF PARKER CURRENTLY FOLLOWS THE

2000 International Building Code
2000 International Residential Code
2000 International Fire Code
2000 International Plumbing Code
2000 International Mechanical Code
2000 International Fuel Gas Code
2000 International Energy Code
1999 National Electric Code

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, GRANTING A SPECIAL USE PERMIT UNDER ORDINANCE NO. 483 SO AS TO ALLOW AN EVENT VENUE ON APPROXIMATELY 6 ACRES OUT OF A 30.478 ACRE TRACT LOCATED AT 3406 DUBLIN ROAD, PARKER, TEXAS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIAL USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Parker, have given the required notices and have held the required public hearings regarding this Special Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this special use permit ("SUP"), subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS;

SECTION 1. That, from and after the passage of this ordinance, Margaret E. Turner, by and through Swingin' D Ranch, Ltd., dba Cross Creek Ranch, is granted a Special Use Permit to allow an Event Venue at 3406 Dublin Road, and that Ordinance No. 483 is hereby amended so as to hereafter include the property depicted in Exhibit "A," attached.

SECTION 2. That this special use permit is granted on the following conditions:

1. Capacity:
All events held on the property subject to this Special Use Permit shall be limited to a maximum of 500 persons during any one 24-hour period.
2. Use:
The property may be used by governmental or non-profit organizations for fund raising activities, profit groups for non-profit activities, and private groups for non-profit activities.

The property may not be used for retail or commercial purposes not specifically authorized by this SUP.

The rules for use of the property set for in this SUP shall be provided in writing by the applicant to each group using the property.
3. Legal Activity Restriction:
The property subject to this SUP shall not be used for any illegal activity, nor may any activity be conducted on the property that disturbs the peace.

4. **Signs:**
On the day of any event, temporary directional signs may be posted at the intersections of Dublin and Parker Roads, and at the intersection of Dublin Road and Betsy Lane, and at the entrance to the property, provided however, that all such signs are removed within 24 hours.
5. **Sanitary Requirement:**
The property must have sufficient restroom facilities for 500 persons.
6. **Noise Abatement:**
No radios, speakers, amplifiers, or any other equipment which creates excessive noise or disturbs the peace may be used on the property. No outside amplified sound systems will be used at any time after 10:00 PM.
7. **Fire Protection:**
At least one fire extinguisher, approved by the City Fire Marshall, shall be located within twenty (20) feet of any outside stove, barbecue, fire pit or any other cooking facility.
8. **Hours of Operation:**
No event shall be conducted on the property after the hour of 10:00 PM until 9:00 AM the next morning, on Sunday through Thursday, or after the hour of 12:00 AM until 9:00 AM on Friday and Saturday.
9. **Facilities and Parking:**
 - a. Any new facilities to be constructed on the property of greater than 1,000 square feet in area shall require the prior written approval of the City Council.
 - b. Sufficient parking on the property shall be provided by the applicant, and no vehicles may be parked on Dublin Road or any adjoining property without the express permission of the City of Parker or the adjoining property owners.
10. **Alcoholic Beverages and Security:**
All state laws regarding alcoholic beverages shall be complied with by the applicant, and all persons using the property. The applicant shall provide, at the applicant's expense, a peace officer at any time alcoholic beverages are served. A minimum of one peace officer per 150 people in attendance is required as follows: 0 to 150 – one officer, 151 to 300 – two officers, 301 to 450 – three officers, 451 to 500 – four officers.
11. **Termination:**
This SUP shall terminate upon any one of the following events:
 - a. The applicant transferring a majority of ownership or control to other individuals, persons, or to any corporation or partnership not solely controlled by them, other than children of the applicant.
 - b. Revocation of this SUP by the City Council on the grounds that one or more of the conditions set forth herein have been violated, as determined by the City Council.
 - c. Upon request of the applicant.

SECTION 3. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the 27th day of August, 2019.

ADOPTED on this the 27th day of August, 2019.

EFFECTIVE DATE on this the 27th day of August, 2019.



CITY OF PARKER, TEXAS

BY: Lee Pettle
LEE PETTLE, MAYOR

ATTEST:

BY: Patti Scott Grey
PATTI SCOTT GREY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
BRANDON S. SHELBY,
CITY ATTORNEY

**CITY OF PARKER
SPECIAL USE PERMIT**

The City Council of the City of Parker hereby grants a Special Use Permit as follows:

APPLICANT: Margaret Turner, by and through Swinson D Ranch, Ltd, dba
Cross Creek Ranch

PROPERTY: 3406 Dublin Road, Parker, TX

USE PERMITTED: See Ordinance No. 778

EFFECTIVE DATE: August 27, 2019 DURATION: perpetual

This permit is granted subject to the representations of applicant as presented in the application and letter of intent filed by applicant and attached hereto for all purposes, subject to the rules, regulations, and ordinances of the City of Parker and subject to the following special conditions:

The City of Parker reserves the right to cancel, modify, or suspend the permit granted herein should the City Council determine: (1) that any of the representations contained in the applicant's application or letter of intent are false, (2) that applicant has not timely performed applicant's obligations as represented in the application, letter of intent, or as contained in the special conditions, or (3) that applicant has been found to be in violation of the ordinances of the City of Parker or any county, state, or federal regulations applicable to the subject property, applicant, or the activity conducted.

ATTEST:

Notre Seate
City Secretary



CITY OF PARKER

Lee Pettie
Mayor



PLEASE PRINT

APPLICATION FOR A SPECIAL USE PERMIT

The undersigned owner (contract owner) of property herein described hereby applies for a special use permit for the following described property:

- (1) Location of Property or Street Address:

3406 Dublin Rd. 75002

Existing Zoning: single family

- (2) Legal Description of Property:

Abs A0602 William Mccary Survey, Tract 7

- (3) Proposed Use of Property:

continued use as an event venue

- (4) Development Schedule: None

- (5) Desired Duration: in perpetuity

- (6) Attached are the checklist, plans, and LETTER OF INTENT: ☒ Yes ☐ No

No application for a special use shall be granted by the City of Parker unless the City Council shall find all of the following conditions are present:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
2. That the uses, values, and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the special use.
3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage, and other necessary site improvements have been or are being provided.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. That the special use shall conform to all applicable regulations of the district in which it is located.

I own _____ lease _____ this property.

I, the undersigned applicant, have reviewed the above standards and to the best of my knowledge this proposed special use complies with the standards for special use.

Respectfully submitted,

Margaret E. Turner
Applicant Signature

Margaret E. Turner
Printed Name

Katie Wear, Lessee
Applicant Signature

Katie Wear Lessee
Printed Name

Address: 3406 Dublin Rd.

Parker TX 75002

Phone: 214-802-0011

RECEIVED

JUN 27 2019

CITY OF PARKER

Letter of Intent

Cross Creek Ranch
3406 Dublin Rd
Parker, TX 75002

June 27, 2019

City of Parker
Attn: Mr. Luke Olson, City Manager
5700 E. Parker Rd
Parker, TX 75002

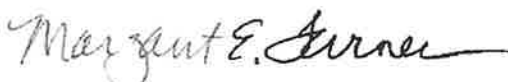
The purpose of this Letter of Intent is to request an amendment to the existing Special Use Permit (S.U.P.) for the property located at 3406 Dublin Road in 3500 block of Dublin Road, known as Cross Creek Ranch, previously known as Swingin' D Ranch. The existing S.U.P. is dated March 2000. We are requesting that changes to the S.U.P. would apply to only six (6) acres of the 30.478 total acreage of the property. The remaining acreage is used for pasture as horses, and therefore should not be included under the S.U.P. The six (6) acres is the area that is actually used for the facility. Our intent is to maintain the current use of the property as it has been for eighteen (18) years, but to update the existing S.U.P. to reflect and comply with current state and local law ordinances.

We would like to following changes/updates/amendments be made to the Special Use Permit (S.U.P) .

1. The applicant name needs be changed to Margaret E. Turner by and through Swingin' D Ranch, Ltd. dba Cross Creek Ranch.
2. We request the annual fee of \$1,000.00 to be waived, since we are currently the only business in Parker being required to pay this fee. It is important to note that our business charges sales tax and a percentage of that goes to the City of Parker.
3. The city staff needs to be informed and therefore relay to any potential customers that inquire and potentially plan to do business at Cross Creek Ranch, that Cross Creek Ranch is required to operate under an S.U.P. that requires no outside music after 10 p.m.
4. Amend the of the termination clause C. "Failure to pay the annual renewal fee within 30 days after mailing of the notice of failure to pay from the City Secretary" and clause E. " The sale, lease, or abandonment as the principal residence of Steve and Margaret DiNapoli of the property known as 3510 Dublin Road, Parker, Collin County, Texas" by deleting it.

Thank you for your assistance in this matter

Sincerely,



Margaret E. Turner

ORDINANCE 483**SECTION 17. SPECIAL USE PERMITS****A. PURPOSE**

The purpose of the regulations described by this section is to allow the compatible and orderly development within the City of uses which may be suitable only in certain locations in a designated district if developed in a specific way or only for a limited period of time. A Special Use Permit is required for all Conditional Uses. A Special Use Permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this ordinance.

B. APPROVAL RESPONSIBILITY

The Planning and Zoning Commission shall have the initial responsibility for recommending all Special Use Permits required for the "Conditional Uses."

The City Council shall have the final authority for approval or denial of all Special Use Permits.

The following procedures shall be complied with prior to the approval or denial of any Special Use Permit.

1. Application concerning Special Use Permits for those uses which are conditional in any district shall be submitted to the Administrator in writing and be automatically referred to the Commission for a public hearing on same. The Administrator shall investigate conditions, arrange hearing notification, and obtain any expert advice needed to achieve agreement between the applicant and the City.
2. After receiving an application for a Special Use Permit, notification of such request by mail shall be made to all owners of real property located within two hundred (200) feet of the property on which application has been made. The names and addresses of the affected parties shall be supplied by the applicant.
3. After a public hearing, the Commission may recommend an application for a Special Use Permit not be approved, if the proposed use fails to meet one of the criteria set forth in Paragraph C. In recommending a Special Use Permit be approved, the Commission, on the basis of recommendations from the Administrator, may impose requirements and conditions with respect to locations, construction, maintenance, and operation, in addition to those expressly stipulated in the Ordinance for the particular use, as they deem necessary for the protection of adjacent properties and the public interest.
4. When application has been denied by the Commission, applicant may appeal for a hearing before the City Council.
5. Appeals From Decisions of the Commission. Any person or persons, jointly or severally, aggrieved by a decision of the Commission, may present the City Council a petition, duly verified, setting forth that such decision is unjust, in whole or in part, specifying the

COMPREHENSIVE ZONING ORDINANCE
Page 67

ADDITIONAL REQUIREMENTS:

Attach 12 copies of plat for the property containing the following information:

- a. North point, scale, and date
- b. Name and address of applicant, engineer, or surveyor
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to property
- e. Location of existing or platted streets within and adjacent to property
- f. Location of existing rights-of-way, utility/drainage easements

Fees:

- a. The fee for a Special Use Permit before the Planning & Zoning Commission is (See Fee Schedule).
- b. The fee for a Special Use Permit before The City Council is (See Fee Schedule).

FEES ARE NON-REFUNDABLE. IN THE EVENT THE APPLICATION FOR SPECIAL USE PERMIT IS DENIED.

Timing:

Within twenty days of receipt of completed application and appropriate fee, a public hearing will be scheduled before the Planning and Zoning Commission, after notification of all property owners within 200 feet of the property has been duly accomplished. Additional notifications may be made at the discretion of the City Administrator.

The Planning and Zoning Commission will make a recommendation to the City Council for either approval, approval with conditions, or denial.

Applications that receive a recommendation for approval, or approval with conditions by the Planning and Zoning Commission, will then be scheduled for a Public Hearing before the Parker City Council, after notification of all property owners within 200 feet of the property has been duly accomplished. Additional notifications may be made at the discretion of the City Administrator.

The final authority for approval is with the City Council of the City of Parker.

Applications that have been denied by the Planning and Zoning Commission may be appealed to the Parker City Council.

The Special Use Permit is not permanent zoning, and may be brought before the governing body of the city for a compliance review at any time.

The City may seek the issuance of an administrative search warrant in the event probable cause exists to review compliance with the city ordinances and the requirements of the SUP. Such warrants may be issued in the discretion of the court after a review of the evidence."

NO HEARING WILL BE SCHEDULED UNTIL APPROPRIATE FEES HAVE BEEN PAID.

All the requirements and fees of this application are hereby submitted to the City Secretary, City of Parker, Texas, as required for a Special Use Permit. I (we) understand that in the event this application is denied by either the Parker Planning and Zoning Commission or the Parker City Council, the fees submitted herewith are not to be refunded.

7/10/19 DATE Margaret E. Surra APPLICANT

7/10/19 DATE Katie Weaver, Lessee APPLICANT

DATE RECEIVED CITY OF PARKER

AMOUNT OF FEE RECEIVED WITH INITIAL APPLICATION

CITY OF PARKER

grounds of injustice. Such petition shall be presented to the body within ten (10) days after the final decision of the Commission and not thereafter.

C. PREREQUISITES FOR APPROVAL BY CITY COUNCIL

1. No Structure or property in any district shall be used for a use listed as a "Conditional Use" without first having obtained a Special Use Permit for such use from the City Council.

2. The City Council, after receipt of report and recommendation of the Commission, may permit a conditional use subject to appropriate conditions and safeguards, when, after public notice and a hearing, the City Council finds:

- a. That the proposed use meets all the minimum standards established in this ordinance for this type of use.
- b. That the proposed use is in harmony with the purpose and intent of this ordinance.
- c. That the proposed use will not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.
- d. Each use permitted by the City Council shall be evidenced by a duly adopted ordinance granting such Special Use Permit and containing such conditions as may be prescribed by the City Council.
- e. The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this ordinance and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as drainage, trails, and fencing.
- f. Prior to any public hearing before the City Council for a Special Use Permit, notification shall be made by mail to all property owners within two hundred (200) feet of the property on which the application was made.

D. APPLICATION FILING PROCEDURE

Application shall be made by property owner or certified agent thereof to the Administrator on a form prescribed for this purpose by the City. Application shall be accompanied by drawings as provided herein. Granting a Special Use Permit does not exempt the applicant from complying with requirements of the Building Code or other ordinances.

E. DEVELOPMENT & TIME LIMITS

Following the issuance of a Special Use Permit, the Building Official shall insure that if the development is undertaken, it is commenced in compliance with said permit within one (1) year. If said development is not commenced within one year of issuance of the applicable Special Use Permit, said Special Use Permit shall expire without notice.

COMPREHENSIVE ZONING ORDINANCE

Page68

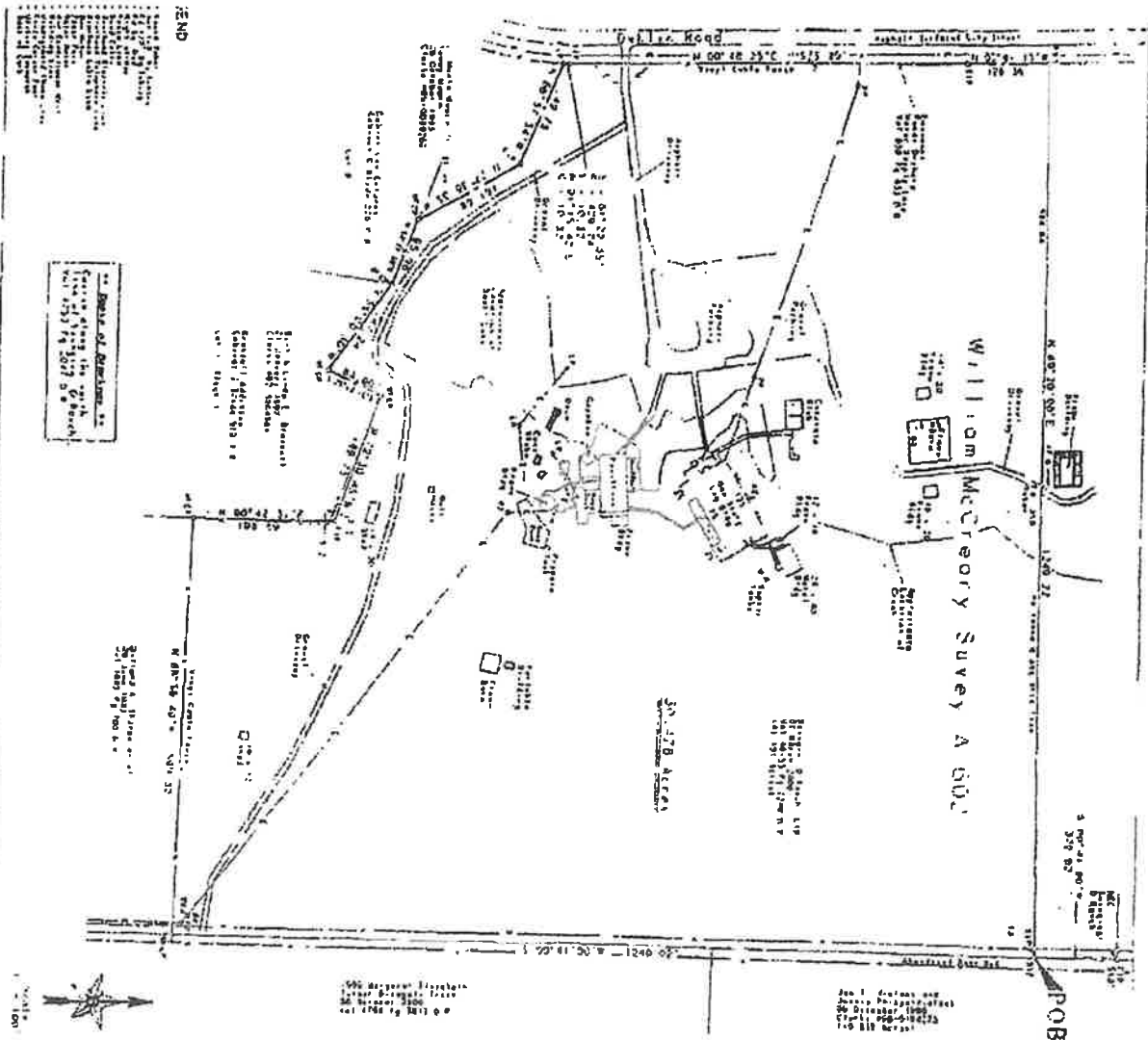
NAMES AND ADDRESSES OF ALL ADJACENT PROPERTY OWNERS (IN EVERY DIRECTION) WITHIN 200 FEET OF THE PROPERTY:

IMPORTANT NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE COMPLETE AND TOTAL NAME AND ADDRESSES TO THE CITY ADMINISTRATOR.

THIS INFORMATION IS A PART OF THE APPLICATION FOR A SPECIAL USE PERMIT.

FAILURE TO COMPLETE THIS PORTION OF THE APPLICATION WILL RESULT IN THE APPLICATION BEING RETURNED AS INCOMPLETE.

1. City will measure and site appropriate neighbors
2. within 200 feet
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



PCB

• • • ALPHABET RECOGNITION

[illegible]

10-10-1988

[illegible]

7. UNITED STATES

[illegible]

Britannia Land Surveying

[illegible]

Mr. J. H. M. Smith
J. H. M. Smith
J. H. M. Smith

Class No. 100	100	100
Cont. No. 54	54	54
Date: 28 September 1966		

NAMES AND ADDRESSES OF ALL ADJACENT PROPERTY OWNERS IN EVERY DIRECTION, WITHIN 200 FEET OF THE PROPERTY.

IMPORTANT NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE COMPLETE AND TOTAL NAME AND ADDRESSES TO THE CITY ADMINISTRATOR

THIS INFORMATION IS A PART OF THE APPLICATION FOR A SPECIAL USE PERMIT

FAILURE TO COMPLETE THIS PORTION OF THE APPLICATION WILL RESULT IN THE APPLICATION BEING RETURNED AS INCOMPLETE

- 1 City will measure and site appropriate neighbors
- 2 within 200 feet

Within
200' of
Tract 81

- 3
- 4 3212 Dublin Rd Bill & Linda Braswell
- 5 5007 Dublin Creek Lane Richard Debus
- 6 5404 Dublin Creek Lane Michael Shulman
- 7 3510 Dublin Rd Margaret Turner
- 8 3306 Dublin Rd Gus & Patricia Ableman
- 9 5001 Liscove Ct Larry Larry Jones
- 10

Within
200' of
Tract 7

- 11
- 12
- 13 3406 Dublin Rd William D Randa UD ETAL
- 14 3510 Dublin Rd Margaret Turner (Drepol)
- 15 5404 Gregory Ln Lan Chi & Tung Le
- 16 5512/1 Gregory Ln Joe R & Jeanne Vireck
- 17 3300 Dublin Rd Dillard A Sharpe ETAL
- 18 3212 Dublin Rd Iside & Linda E Braswell
- 19 5366 Dublin Rd Gus & Patricia Ableman
- 20
- 21



NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission for the City of Parker will meet at 7:00 p.m. on Thursday, August 8, 2019 at Parker City Hall, 5700 E. Parker Road.

Margaret E. Turner, by and through Swingin' D Ranch, Ltd. has requested a Special Use Permit to operate an event venue on approximately 6.0 acres of a 30.478 acre tract located at 3406 Dublin Road, Parker, Texas 75002. {Parker Municipal Code §156.37}.

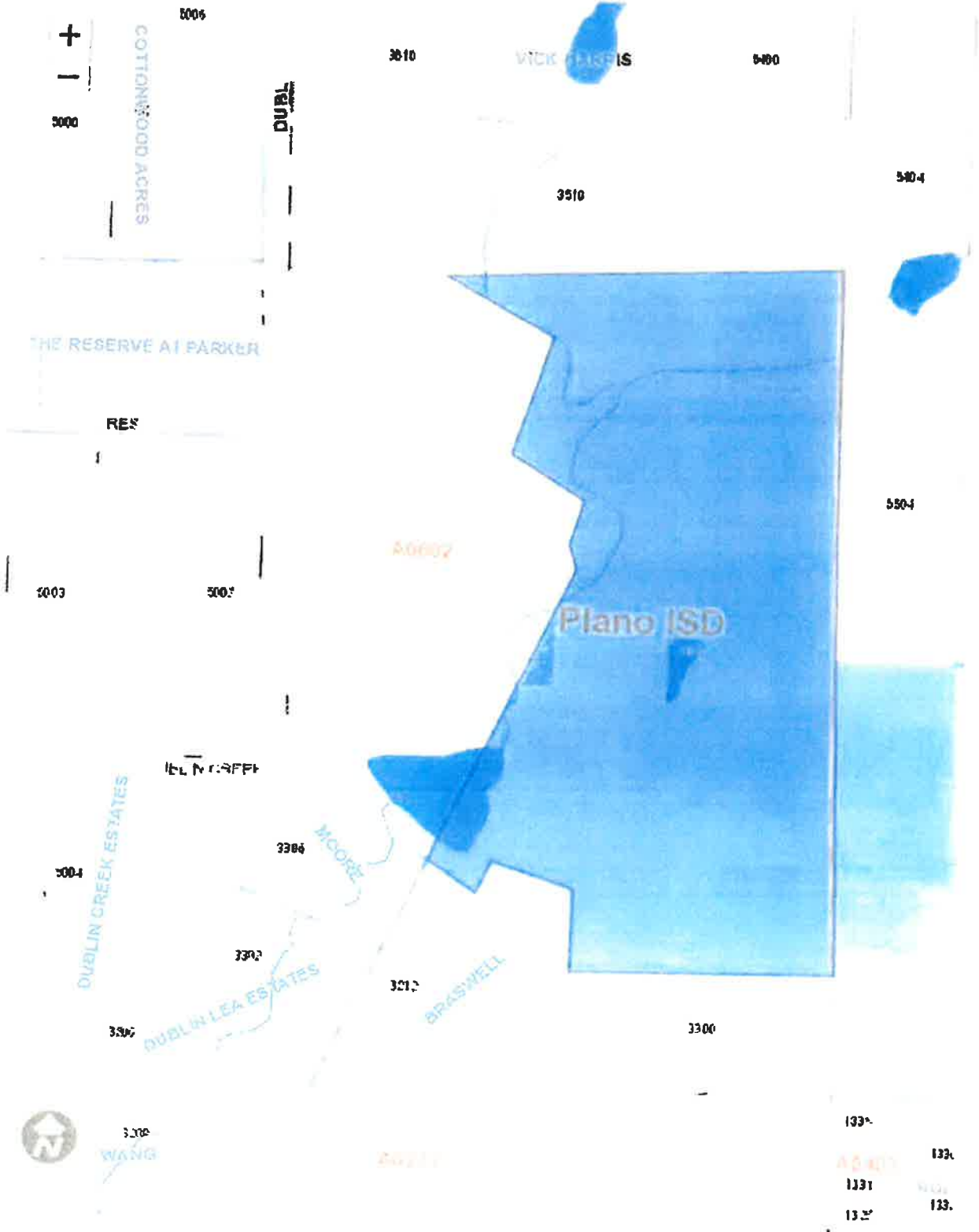
All interested parties are invited to attend this Public Hearing and express any comments either for or against the Special Use Permit.

Written comments may be mailed to Patti Scott Grey, City of Parker, 5700 E. Parker Road, Parker, Texas 75002 or email pgrey@parkertexas.us

**Patti Scott Grey
City of Parker**

6/1/2019

Collin CAD - Interactive Map



If you'd prefer to use a standalone version of this map, please [click here](https://www.collincad.org/maps/gis?prop=366839).

<https://www.collincad.org/maps/gis?prop=366839>

Swing 'D.
CITY OF PARKER, TEXAS
CONDITIONAL USE PERMIT

Exhibit
approved 3/2000
(need Ex. A)
Amended 4/14/2000
\$1000 - annual Renewal

Date: March 7, 2000

Applicant: Steve and Margaret DiNapoli (The applicant is further defined as a Limited Liability Company [L.L.C.], or Limited Liability Partnership [L.L.P.], wholly owned and controlled by Steve and Margaret DiNapoli. In the event ownership or management of the property is transferred from the DiNapoli's to an L.L.C. or L.L.P., the DiNapoli's will provide copies of the corporate or partnership organizational papers to the City.)

Property: Approximately 41 acres, in the 3500 block of Dublin Road, more particularly described as shown in Exhibit A.

Type of Use: Party Pavilion

Permit Fee: \$1,000.00 - Annual Renewal Fee

SPECIAL CONDITIONS

This conditional use permit is subject to the following conditions and requirements:

1. **CAPACITY:**

All events held on the property subject to this Conditional Use Permit shall be limited to a maximum of 500 persons during any one twenty-four hour period.

2. **USE:**

The property may be used by governmental or non-profit organizations for fund raising activities, profit groups for non-profit activities, and private groups for non-profit activities such as but not specifically limited to political and charitable fund-raising parties, school functions, corporate breakfasts and seminars, seasonal galas, birthday parties, weddings, receptions, rehearsal dinners, graduation parties, bar mitzvahs, bat mitzvahs, chuckwagon suppers and church picnics.

The property may not be used for retail or commercial purposes not specifically authorized by this Section 2.

The rules for use of the property set forth in this Conditional Use Permit shall be provided in writing by the applicant to each group using the property.

3. **LEGAL ACTIVITY RESTRICTION:**

The property subject to this Conditional Use Permit shall not be used for any illegal activity, nor may any activity be conducted on the property that disturbs the peace.

4. **SIGNS:**

On the day of any event, temporary directional signs may be posted at the intersections of Dublin and Parker Roads, and at the intersection of Dublin Road and Betsy Lane, and at the entrance to the property, provided however, that all such signs are removed within twenty-four hours.

5. **SANITARY REQUIREMENT:**

The property must have sufficient restroom facilities for 500 persons.

6. **NOISE ABATEMENT:**

No radios, speakers, amplifiers, or any other equipment which creates excessive noise or disturbs the peace may be used on the property. No outside amplified sound systems will be used at any time after 10:00 P.M.

7. **FIRE PROTECTION:**

At least one fire extinguisher, approved by the City Fire Marshall, shall be located within twenty (20) feet of any outside stove, barbecue, fire pit or any other cooking facility.

8. **HOURS OF OPERATION:**

No event shall be conducted on the property after the hour of 10:00 P.M. until 9:00 A.M. the next morning, on Sunday through Thursday, or after the hour of 12:00 A.M. (midnight) until 9:00 A.M. the next morning, on Friday and Saturday.

9. **FACILITIES AND PARKING:**

- a. Any new facilities to be constructed on the property of greater than 1,000 square feet in area shall require the prior written approval of the City Council.
- b. Sufficient parking on the property shall be provided by the applicant, and no vehicles may be parked on Dublin Road or any adjoining property without the express permission of the City of Parker or the adjoining property owners.

10. ANNUAL RENEWAL

This Conditional Use Permit shall be renewed annually upon the payment of \$1,000.00 to the City of Parker on or before the anniversary date of the Conditional Use Permit. If the payment is not received by the City of Parker on or before the anniversary date of this Conditional Use Permit, then the City Secretary shall mail notice to the applicant, certified, return receipt requested, that the renewal fee has not been received. The applicant shall have 30 days after the mailing of the notice to pay the permit fee in full, or the Conditional Use Permit shall terminate on the 30th day.

11. ALCOHOLIC BEVERAGES AND SECURITY

All state laws regarding alcoholic beverages shall be complied with by the applicant, and all persons using the property. The applicant shall provide, at the applicant's expense, a peace officer(s) at any time alcoholic beverages are served. A minimum of one peace officer per 150 people in attendance is required as follows: 0 to 150 - one officer; 151 to 300 - two officers; 301 to 450 - three officers; 451 to 500 - four officers.

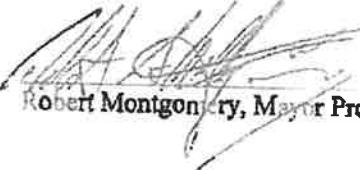
12. TERMINATION:

This Conditional Use Permit shall terminate upon any one of the following events:

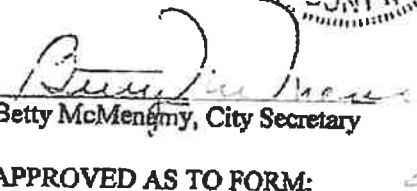
- a. The applicant, (defined as Steve and Margaret DiNapoli, by and through an L.L.P or L.L.C. owned and controlled by them), transferring a majority of ownership or control to other individuals, persons, or to any corporation or partnership not solely controlled by them, other than children of the applicants.
- b. Revocation of this Conditional Use Permit by the City Council on the grounds that one or more of the conditions set out herein have been violated, as determined by the City Council.
- c. Failure to pay the annual renewal fee within thirty (30) days after mailing of the notice of failure to pay from the City Secretary.
- d. Upon request of the applicant.
- e. The sale, lease, or abandonment as the principal residence of Steve and Margaret DiNapoli of the property known as 3510 Dublin Road, Parker, Collin County, Texas.



CITY OF PARKER, TEXAS


Robert Montgomery, Mayor Pro Tem

ATTEST:


Betty McMenemy, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

CONDITIONAL USE PERMIT

Page 4

Page #3
Minutes
March 21, 2009

Councilwoman Jodie Laubenberg made a motion to approve the request from the City of Wylie; to authorize an adjustment for a portion of the City of Parker's certificated area of water service; and to authorize the Mayor, City Attorney and City Engineer to make the necessary corrections in the metes and bounds and map to correctly reflect the area to be released. The motion was seconded by Councilman Hal Camp and passed unanimously with Council Members Camp, Clay, Laubenberg, Montgomery and Seale voting FOR.

REVIEW OF FORM AND TERMS/CONDITIONS OF A SPECIFIC USE PERMIT TO ALLOW FOR THE CONTINUATION OF A PARTY/ENTERTAINMENT/RECREATION FACILITY (QUARTER J RANCH/DINAPOLI):

City attorney Jim Shepherd reviewed with the Council the conditions that had been approved to this point for the Specific Use Permit as requested by Steve and Margaret DiNapoli. Mr. Shepherd asked if there are any concerns with the conditions as presented. Margaret DiNapoli addressed the Council stating her concerns with the five-year renewal requirement. She advised of the intent to invest a large sum of money to make needed improvements to the facility. She also outlined the types of uses to be held at the facility, to be known as the "Swinging D". She requested they not be held to a "politically oriented" five-year renewal. Council Members discussed the provisions in the form and generally agreed the Council has the authority to correct any concerns with the operation of the facility without the five year renewal requirement. Councilman James Clay made a motion the Council approve the deletion of the second paragraph of Item 10, correct one typo and approve the form and other terms/conditions of the Specific Use Permit. The motion was seconded by Councilwoman Mary Anne Seale and passed unanimously with Council Members Camp, Clay, Laubenberg, Montgomery and Seale voting FOR.

CONSIDERATION AND APPROPRIATE ACTION ON ORDINANCE ESTABLISHING RULES AND REGULATIONS GOVERNING THE CONSTRUCTION AND USE OF CITY PUBLIC RIGHTS OF WAY (CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY ORDINANCE):

City Attorney Jim Shepherd reviewed the Right-of-Way Ordinance with Council Members. Council Members requested certain modifications and City Attorney Jim Shepherd agreed to make the necessary modifications as requested. Councilwoman Mary Anne Seale made a motion to approve the Ordinance establishing rules and regulations governing the construction and use of city public rights of way, with the appropriate modifications by the City Attorney. The motion was seconded by Councilwoman Jodie Laubenberg and passed

Page #4
Minutes
March 21, 2000

unanimously with Council Members Camp, Clay, Laubenberg, Montgomery and Seale voting FOR.

**ADJOURN TO WORK SESSION TO REVIEW AND DISCUSS PROPOSED
LAND USE PLAN, COMPREHENSIVE ZONING ORDINANCE AND
SUBDIVISION RULES AND REGULATIONS:**

Mayor Protem Montgomery declared the meeting adjourned to a Work Session at 9:58 P.M.

Councilwoman Mary Anne Seale reminded those that could help with the mailing of the information for the Public Hearing for the Zoning Ordinance/Land Use Plan to be at the City Hall at 10:00 on Friday morning.

RECALL TO ORDER:

Mayor Protem Montgomery recalled to order the meeting at 9:59 P.M.

CITY COUNCIL COMMENTS:

Councilwoman Jodie Laubenberg advised the Parker Police Department does have a Code of Conduct for those interested in reviewing the document.

There being no further business to come before the Council, Mayor Protem Montgomery declared the meeting adjourned at 10:00 P.M.

APPROVED:


Robert Montgomery, Mayor Protem

ATTEST:


Betty McFarland, City Secretary

Page #5
Minutes
November 14, 2000

Mr. Hemmig stated he wanted to withdraw his support for a one-time per year event.

A letter submitted by Robert Burch, expressing strong objections to the request was read into the record.

A letter submitted by Fred Mathews, expressing support for up to 1000 persons with a maximum of four events per year. Mr. Mathews expressed an objection to the request for outside music after 10 o'clock.

When it was apparent there would be no further discussion, Chairman Bryan asked for a motion. Dennis Brink stated he could support two events per year with stipulations on noise and the number of people. Jack Bryan suggested a stipulation that any approval is for charitable events only.

Kim Geracie stated in the spirit of being good neighbors, one event per year should be sufficient, but that ideally it would be "none" and withdrew his endorsement for one event per year.

Jack Bryan expressed his disappointment in some of the neighbors that could not support a charitable event such as this and proposed authorizing the request for charitable organizations for two events per year to avoid having to convene again if the request should come up again, and if complaints of substance are received, then the authorization is withdrawn.

City Attorney Jim Shepherd explained a complaint on a SUP entitles the owner to a hearing.

Jack Bryan again proposed approval for one event per year for 1500 people with outside music not later than 11 o'clock, with the stipulation that such an event be for a charitable organization; that the City be notified 30 days in advance so arrangements may be made for traffic and safety.

Dennis Brink made a motion to approve the amendment to the Special Use Permit for the Swingin' D Ranch to allow for one charitable event per year for 1500 people and to extend the hours for outside music on Friday and Saturday until 11 o'clock, and that the City of Parker must be notified thirty days in advance of the event. The motion was seconded by Joe Lozano and passed with Members Brink, Lozano, Bryan, and Stanislav voting FOR, and Jim Goldblatt voting AGAINST.



NOTICE OF PUBLIC HEARING

The City Council for the City of Parker will meet at 7:00 p.m. on Tuesday, August 27, 2019 at Parker City Hall, 5700 E. Parker Road.

Margaret E. Turner, by and through Swingin' D Ranch, Ltd. has requested a Special Use Permit to operate an event venue on approximately 6.0 acres of a 30.478 acre tract located at 3406 Dublin Road, Parker, Texas 75002. {Parker Municipal Code §156.37}.

All interested parties are invited to attend this Public Hearing and express any comments either for or against the Special Use Permit.

Written comments may be mailed to Patti Scott Grey, City of Parker, 5700 E. Parker Road, Parker, Texas 75002 or email pgrey@parkertexas.us

Patti Scott Grey
City of Parker



Margaret Turner
Swingin' D Ranch, Ltd
3406 Dublin Road
Parker, TX 75002



Margaret E. Turner

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Max Tezkol, Advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of


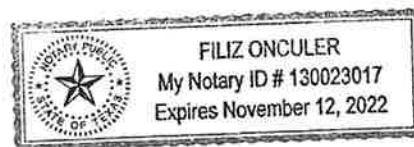
City Of Parker
was published in The Dallas Morning News

DATE PUBLISHED
August 17, 2019



Max Tezkol

August 21, 2019


(Notary Public)

JESS

dallasnews.com

The Dallas Morning News

m/classifieds or call 214.745.8123.



legal

Legal Notices

outh of Tom Landry Highway; and containing 16,415 square feet; by establishing Historic Overlay District No. 152 (Eagle Ford School); providing procedures, regulations, and reservation criteria for structures and property in the district; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31274
An ordinance changing the zoning classification in the following property: BEING a tract of land in City Block 632; fronting approximately 149.73 feet along the south line of Elam Road; fronting approximately 130.77 feet along the east line of Pleasant Drive; and containing approximately 1.45 acres, from an NS(A) Neighborhood Services District with a D-Liquor Control Overlay to an NS(A) Neighborhood Services District with a D-Liquor Control Overlay; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31275
An ordinance amending the zoning ordinances of the City of Dallas by permitting the following property, which is presently zoned as an NS(A) Neighborhood Services District with a D-Liquor Control Overlay; BEING a tract of land in City Block 632; fronting approximately 149.73 feet along the south line of Elam Road; fronting approximately 130.77 feet along the east line of Pleasant Drive; and containing approximately 1.45 acres, to be used under Specific Use Permit No. 2344 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less; providing that this specific use permit shall be granted subject to certain conditions; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31276
An ordinance amending Article 880, "PD 880," of Chapter 51P, "Dallas Development Code: Planned Development District Regulations," of the Dallas City Code; amending the sign regulations in Section 51P.880.112 of Article 880; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31277
An ordinance amending

Legal Notices

the zoning ordinances of the City of Dallas by permitting the following property, which is presently zoned as an R-7.5(A) Single Family District; BEING Lot 20 in Block H6133; fronting approximately 65 feet on the northwest line of Lake Highlands Drive south of Peavy Road; and containing approximately 9,100 square feet of land, to be used under Specific Use Permit No. 2345 for a child-care facility; providing that this specific use permit shall be granted subject to certain conditions; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31282
An ordinance amending the zoning ordinances of the City of Dallas by permitting the following property, which is presently zoned as an MF-2(A) Multifamily District: BEING a tract of land in City Block 9604; fronting approximately 452.39 feet on the southwest line of Washington Avenue northwest of Munger Avenue; and containing approximately 2.77 acres, to be used under Specific Use Permit No. 2347 for a community service center and a child-care facility; providing that this specific use permit shall be granted subject to certain conditions; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31283
An ordinance amending Ordinance No. 28452, passed by the Dallas City Council on October 26, 2011, as amended by Ordinance No. 29180, passed by the Dallas City Council on October 23, 2013, as amended by Ordinance No. 30251, passed by the Dallas City Council on October 26, 2016, which amended the zoning ordinances of the City of Dallas, and granted Specific Use Permit No. 1912 for a late-hours establishment limited to an alcoholic beverage establishment limited to a bar, lounge, or tavern; amending the conditions in Section 2 of that ordinance; providing a penalty not to exceed \$2,000; providing a severability clause; and providing an effective date.

Ordinance No. 31284
An ordinance changing the zoning classification on the following property: BEING all of Lots 11, 12, and 13 in City Block 203140 on the southwest corner of 7th Street and Beckley Avenue; fronting approximately 119 feet on the west line of Beckley

Legal Notices

NOTICE OF PUBLIC HEARINGS

THE CITY COUNCIL FOR THE CITY OF PARKER WILL HOLD PUBLIC HEARING ON TUESDAY, AUGUST 27, 2019 AT 7:00 P.M. THE HEARINGS WILL BE HELD AT THE PARKER CITY HALL, 5700 E. PARKER ROAD, PARKER, TEXAS 75002.

THE PURPOSE OF THIS HEARING WILL BE TO CONSIDER A REQUEST FOR A SPECIAL USE PERMIT TO ALLOW FOR COMMON STABLES/RIDING ACADEMY (PRIVATE) IN AGRICULTURAL AND OPEN SPACE ZONING DISTRICT TO BE LOCATED AT 5308 GREGORY LANE, AS REQUESTED BY THE PROPERTY OWNERS, STEVE AND LINDA LOOP.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND THESE HEARINGS AND EXPRESS THEIR COMMENTS CONCERNING THIS REQUEST. WRITTEN COMMENTS MAY BE MAILED TO PATTI SCOTT GREY, CITY OF PARKER, 5700 E. PARKER ROAD, PARKER, TEXAS 75002 OR EMAIL pgrey@parker-texas.us.

PATTI SCOTT GREY
CITY SECRETARY

Legal Notices

Notice to Creditors

Notice is hereby given that original Letters of Administration with Will Annexed for the Estate of Eleanor L. Vogel, Deceased, were issued on July 24, 2019, in Docket No. PR-19-0181-2, pending in Probate Court No. 2 of Dallas County, Texas, to:

Gerald Vogel
C/O Michelle Carlson,
Attorney at Law
891 W. Arapaho Road,
Suite D

Richardson, Texas 75080
All persons having claims against this estate which is currently being administered are required to present them within the time and in the manner prescribed by law. All persons having claims should address them in care of the representative of the address stated above. DATED the 31st day of July, 2019,
Michelle Carlson,
Attorney at Law
Texas Bar No.: 24036329
Tel: (214) 702-3573
Fax: (972) 848-4074
ATTORNEY FOR THE ADMINISTRATOR

Legal Notices

NOTICE OF PUBLIC HEARING

The City Council for the City of Parker will meet at 7:00 p.m. on Tuesday, August 27, 2019 at Parker City Hall, 5700 E. Parker Road.

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Written comments may be mailed to Patti Scott Grey, City of Parker, 5700 E. Parker Road, Parker, Texas 75002 or email psgrey@parker-texas.us

Patti Scott Grey
City of Parker

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market

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TVS, CRAFTS, TOYS,
YARN, XMAS, CHINA,
ELECTRONICS

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2502 Live Oak Street
Unit 514, Dallas 75204
Aug. 16, 17, 18, 10am-4pm,
Furniture, Kitchenware,
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Everything must go!

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Antiques, Art, Collectibles

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Garden Equip
& Miscellaneous Items!
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Tickets - Sports/



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:	September 2, 2025
Exhibits:	<u>None</u>	

AGENDA SUBJECT

UPDATE(S):

FM2551
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
 LEWIS LANE
 POST OFFICE/ZIP CODE
 CAPITAL IMPROVEMENT PLAN (CIP)
 PERSONNEL MANUAL
 COMPREHENSIVE PLAN (COMP)
 TRAIL PLAN
 NOISE COMMITTEE
 ANY ADDITIONAL UPDATES

DONATION(S)

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/02/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/03/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/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: September 5, 2025
Exhibits:	Future Agenda Items

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

The "Future Agenda Items" document is still a work in progress, but we have attached an update for your review.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/05/2025
Fire Review	<i>Justin Miller</i>		09/xx/2025
Public Works Review	<i>Gary Machado</i>		09/xx/2025
Police Review	<i>Kenneth Price</i>		09/xx/2025
Finance/HR Review	<i>Grant Savage</i>		09/xx/2025
Interim City Attorney:	<i>Catherine Clifton</i>	Date:	09/xx/2025 via Municode
Mayor	<i>Lee Pettie</i>	Date:	09/xx/2025

Date and Other Information	Item Description	Contact	Notes
2025 or later	Southridge gate request	Richard Pratt/Gary Machado	met in 2023 on this and put off this construction completes
Jul-05	Water impact fees	Machado/Kerkoff	
9/9/2025	Public Works building	Machado	design approved by Council 7/1/25. Cost estimates to Council
9/9/2025	Attorney appointment	Pettie	
by 10-1-25	Fee Schedule	Machado/Savage/Clifton	
TBD	Any plats	Machado	
TBD	Roberts Rules of Order	Pettie	To find and show video on parliamentary procedures and RRO
TBD	Post Office/Zip Code	Halbert	took over from Lynch
Nov-25	Board/Commission appointments	Patti Grey	as necessary
Dec-25	Lucas ILA	Clifton	on going
Done	Annual records review	Patti Grey	Record retention policy done 7/1/25.
10/30/2025	CIP updates	City Staff	Include funding sources. Awaiting City Administrator.
TBD	Resolution on employment required time with city	Clifton	
TBD	Council Procedures	Pettie	
TBD	Agenda procedures	Clifton/Grey/Pettie	law changed on posting
TBD	Procedures of Presentations	Pettie/Clifton/Grey	
In Progress	Personnel Manual	Clifton	edits in progress. Target date for completion 10-1-25
TBD	Procedural manual	Pettie/Clifton/Grey/C.A	
Quarterly	Investment Report	Savage	
Quarterly	Departmental Reports	Dept. Heads	
9/16/2025	Comp Plan	Pettie	
TBD	Council Training	Clifton	
TBD	Retreat	Bogdan	
TBD	Trail Plan	Barron	with P and R.