



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**DECEMBER 7, 2021 @ 7:00 PM**

Notice is hereby given the City Council for the City of Parker will meet on Tuesday, December 7, 2021, at 7:00 P.M. Pursuant to Tex. Gov't Code Section 551.127, Jim Reed of the City Council may appear virtually through videoconferencing. However, a quorum of the City Council will be physically present for the meeting, which will be conducted at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002 and such meeting shall be open to the public and live streamed.

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

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

**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**

- i. PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 8, 2021, 6 PM  
COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, DECEMBER 15, 2021, 6 PM

**INDIVIDUAL CONSIDERATION ITEMS**

- 2. CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-685 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 5-YEAR CONTRACT WITH REPUBLIC WASTE SERVICES FOR SOLID WASTE SERVICES.
- 3. CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-686 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 3-YEAR CONTRACT WITH DOLIVER ENTERPRISES, LLC. FOR HOME HAZARDOUS WASTE.
- 4. CONSIDERATION, DISCUSSION, AND ACTION ON RESOLUTION NO. 2021-687 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH AMERICAN NATIONAL BANK FOR BANK DEPOSITORY SERVICES.
- 5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-688 ON INVESTMENT POLICY.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-689 APPROVING AN AMENDED WYLIE JAIL SERVICES INTERLOCAL AGREEMENT.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-XXX ENTERING INTO AN AGREEMENT WITH TEXAS LEGENDS GUN RANGE AND TRAINING CENTER, LLC. AND THE CITY OF PARKER FOR RANGE USE FOR CERTAIN CITY EMPLOYEES.
8. DISCUSSION, CONSIDERATION, AND ACTION RESOLUTION NO. 2021-691 AUTHORIZING THE MAYOR OF PARKER EXECUTING A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE AMENDMENT OF RESOLUTION 2012-378 OF THE CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING OFFICIAL BANKING SIGNATURES.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-691, MAKING APPOINTMENTS TO THE TO THE PARKS AND RECREATION COMMISSION.
10. CONSIDERATION AND/OR APPROPRIATE ACTION ON POSTING A RFQ FOR A QUALIFIED PROVIDER FOR OUR COMPREHENSIVE PLAN CREATION.
11. DISCUSSION AND APPROPRIATE ACTION ON CANCELING THE DECEMBER 21, 2021, REGULAR CITY COUNCIL MEETING.
12. DISCUSSION AND APPROPRIATE ACTION ON RESCHEDULING THE REGULAR CITY COUNCIL MEETING FROM JANUARY 4, 2022, TO JANUARY 11, 2022.

## ROUTINE ITEMS

### 13. UPDATE(S):

CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE  
[LYNCH/REED]  
DRAINAGE ***[Except Poco Estados, Moss Ridge & Easy Acres –  
Drainage for these areas continue under Mayor Pro Tem Meyer.]***  
INFRASTRUCTURE  
CODE BOOK [MEYER]  
COMPREHENSIVE PLAN COMMITTEE [SLAUGHTER]  
EMERGENCY PREPAREDNESS COMMITTEE [ABRAHAM]  
MUNICIPAL COMPLEX [PETTLE/COUNCIL]  
NEW RESIDENT PACKET [MEYER]  
NEWSLETTER [MEYER]  
NOISE COMMITTEE [OLSON]  
NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]  
PUMP STATION [MACHADO]  
RISK AND RESILIENCE ANALYSIS AND EMERGENCY RESPONSE  
PLAN UPDATE [MACHADO/BIRKHOFF]  
SUBDIVISION(S) [MACHADO]  
THOROUGHFARE & OTHER MAPS UPDATE [MACHADO]

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF  
FOR THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

David and Stephanie Leamy donated candy estimated value of \$15.00.

Moe Chigawi donated smoked turkey valued at \$45.00.

## ROUTINE ITEMS

### 14. FUTURE AGENDA ITEMS

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

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

- a. Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- b. Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.
- c. 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).

### 16. RECONVENE REGULAR MEETING.

### 17. 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 that require 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 December 3, 2021, by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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

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Date Notice Removed

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Patti Scott Grey  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey
Estimated Cost:	Date Prepared:	November 15, 2021
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Parks and Recreation Commission (P&amp;R) Tentative 2021 Calendar</a></li> <li>• <a href="#">Comprehensive Plan (COMP) Committee Tentative 2021 Calendar</a></li> </ul>	

- PARKS AND RECREATION COMMISSION (P&R) – WEDNESDAY, DECEMBER 8, 2021, 6 PM
- COMPREHENSIVE PLAN (COMP) COMMITTEE - WEDNESDAY, NOVEMBER 17, 2021, 6 PM

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021



# 2021

## P&R – 2nd Wednesday, 6 PM

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 9, 2021 - Canceled

July 14, 2021

August 11, 2021

September 8, 2021 – Canceled

October 13, 2021

November 10, 2021 – Canceled

December 8, 2021

### JANUARY

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# Parks and Recreation (P&R) Commission



# 2021

## COMP Committee – 3<sup>RD</sup> Wednesday, 6 PM

January 20, 2021

February 17, 2021

March 17, 2021

April 21, 2021

May 19, 2021

June 16, 2021 - canceled

July 21, 2021 - canceled

August 18, 2021 - canceled

September 15, 2021

October 20, 2021 - canceled

November 17, 2021, 7 PM, due to conflict

December 15, 2021

### JANUARY

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### FEBRUARY

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### MARCH

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### APRIL

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### OCTOBER

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### NOVEMBER

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### DECEMBER

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# Comprehensive Plan (COMP) Committee



## Council Agenda Item

Budget Account Code:	Meeting Date: December 7, 2021
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: November 29, 2021
Exhibits:	<ul style="list-style-type: none"> <li><a href="#"><u>Proposed Resolution (provided at the meeting)</u></a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-685 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 5-YEAR CONTRACT WITH REPUBLIC WASTE SERVICES FOR SOLID WASTE SERVICES.

### SUMMARY

The City of Parker City Council in September authorized the termination of the old agreement with Republic Waste Services in September of 2021. The attached contract has very similar terms as the old contract. This contract updates the following:

- Insurance terms to be provided by Republic Waste Services.
- Changing the annual adjustment request from the CPI to the water, sewer, trash CPI. Typically, this number is lower compared to the original CPI in previous contract.
- Defines the terms of Recycling
- Removing the Home Hazard Waste and going to at home pickup with a different company.
- Changes from 48 hrs. to remedy problems to 24 hrs.

### 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:	09/16/2021

Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021



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

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF CONTRACT SOLID WASTE SERVICES WITH REPUBLIC SERVICES INC. d/b/a ALLIED WASTE SERVICES OF PLANO

WHEREAS, the City of Parker issued a request for proposals for solid waste services and received several responses for review; and

WHEREAS, the City of Parker has carefully considered the proposals received and wishes to proceed to execute a contract; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

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

SECTION 2. The Parker City Council does authorize the Mayor to execute the contract on approval of this resolution, and take such other action as may be needed to have the terms of the contract performed by the city and the Contractor, as stated in the contract.

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

## WASTE COLLECTION AND DISPOSAL AGREEMENT

STATE OF TEXAS                                       §  
  §  
COUNTY OF COLLIN                                  §

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

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

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

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

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

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

## SECTION 1.

## GRANT

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

## SECTION 2.

## DEFINITIONS

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

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

- L. Excluded Waste: Hazardous Waste, , radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste.
- M. Garbage: Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable matter, which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Excluded Waste, Rubbish or Stable Matter.
- N. Handicapped Customers: A residential household in which all members of the household are physically handicapped to the extent that they are unable to place Garbage at curbside. The fact of such handicap must be certified to Contractor by the Mayor of the City.
- O. Hazardous Waste: Solid waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- P. Landfill: A facility used by Contractor where Trash and Garbage are disposed of by burying between layers of earth.
- Q. Permanent Containers: Closed, waterproof, plastic container with a capacity of 95 gallons provided by Contractor for containing Garbage or Trash.
- R. Recyclable Materials: Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, including, but not limited to, newspapers (including glossy inserts); plastic jugs and bottles; aluminum and metal cans; and glass food and beverage containers.
- S. Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by Contractor. The Contractor shall be entitled to charge the Customer a \$5.00 replacement cost for each Recycling Container that is lost, stolen, destroyed, or requested after a residential Customer is initially provided a Recycling Container. Residential Customers may purchase one additional container for an additional fee of \$5.00.
- T. Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires. Refuse does not include Excluded Waste.

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

### SECTION 3.

#### CONTRACTOR'S DUTIES AND OBLIGATIONS

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

A. Contractor agrees to furnish and maintain trucks, equipment, machinery, tools, labor and Landfill site, at its own expense, to collect and dispose of Garbage, Trash, Brush and Recyclable Materials from Residential Unit premises within the corporate limits of the City in a clean and sanitary manner. Contractor shall provide Curbside Service to residential Customers and service to Handicapped Customers. If the street address is not safely accessible or is determined to be dangerous to the Contractor, or collection may cause damage to the street, then an alternate point of collection will be determined by the City, and reasonable notice of such an alternate point shall be provided to Contractor by City.

B. Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for Excluded Waste shall not pass to Contractor but shall remain with the Customer that generated such waste.

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

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

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

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

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

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

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

## SECTION 4.

## CHARGES

- A. Residential: City and Contractor agree that the initial residential monthly service charge for household waste, monthly recycling charge and monthly brush and bulky waste charge shall be as provided in Exhibit A and Attachment 1 to this Agreement, which is attached hereto and incorporated herein by reference.
- B. Base Rate Adjustments: Upon City Council approval, Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
- C. Government Fees: Contractor shall be entitled to petition the City Council for an immediate pass through of any fees or taxes hereafter imposed by federal, state, or local government agencies, which are payable to said agency by reason of the nature of the operations conducted by Contractor in the operation of a sanitary Landfill.
- D. Approval Required: Except as provided above, the City Council shall be the final authority in granting any and all rate increases and adjustments.
- E. Customer Billing: City agrees to bill all residential Customers serviced by Contractor in the City limits of Parker, Texas.
- F. Payment to Contractor: City shall bill the Customers and shall pay Contractor such remittance to be received by Contractor within 30 days of the City's receipt of the invoice.

## SECTION 5.

## SPILLAGE

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

## SECTION 6.

## NON-COLLECTION

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

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

## SECTION 7.

### INDEMNIFICATION

Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of Contractor in the performance of this Agreement. City will not be responsible for the negligence of Contractor, or any of its agents, employees, or customers.

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

## SECTION 8.

### INSURANCE

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

#### **Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers	\$1,000,000 each Bodily Injury by Accident



Liability	\$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
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### **Automobile Liability**

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

### **Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence

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

## **SECTION 9.**

### **TERM**

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

## SECTION 10.

### TERMINATION

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address, set forth below in Section 11, of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement.

Contractor shall be allowed a *ten* (10) day period from the date of receipt of said written notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate waste collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement as of the date of the hearing, or as otherwise determined by the Council. Upon termination or expiration of this Agreement, all amounts due hereunder (to the date of the hearing, or the termination date set by the Council) by either party to the other shall be paid in accordance with the provisions of this Agreement, less any damages of the City incurred as a result of the breach of this Agreement.

## SECTION 11.

### MISCELLANEOUS

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

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

and Contractor. Any provisions contained herein to the contrary notwithstanding, Contractor shall not be required under this Agreement to collect and remove debris or other Trash resulting from construction, major remodeling, general cleanup of property, or resulting from a sizable amount of Trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial Customer, Contractor shall collect and remove such Trash and debris and shall receive for such services a fee or charge mutually acceptable to Contractor and the requesting Customer. Contractor shall have exclusive rights to hauling and disposal of such Trash and debris for an agreed-upon fee.

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

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

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

F. Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor. The services required by this Agreement do not include the collection and disposal of significantly increased volumes of Residential Refuse resulting from a tornado, severe straight winds or severe storms. City shall pay Contractor \$60/hour for all work necessary to collect additional volumes of Garbage and Rubbish resulting from severe weather conditions or may take any alternative actions deemed necessary by the Council under federal, state or county emergency rules or regulations.

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

If to City:

Mayor  
City of Parker  
5700 East Parker Road  
Parker, Texas 75002  
Telephone: 972.442.4922  
Fax: 972.442.2894

If to Contractor:

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

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

H. Annual Increase- Contractor may request at the councils discretion an annual adjustment of fees in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). A twelve (12) month average of that CPI will be utilized from October of the prior year to October of the year of the request. No decreases shall be made to the rates for service if the CPI decreases.

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

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

K. Entire Agreement: This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the

parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

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

M. Non-Appropriation: In the event that no funds or insufficient funds are collected, appropriated and budgeted for payment of amounts due hereunder by City to Contractor, City shall notify Contractor and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to City of any kind whatsoever, except as to the payment of amounts due and payable for which appropriations have been made for said fiscal period. City covenants that it will provide Contractor *as much notice as possible* of this contingency.

(Signatures begin on next page)

Executed to be effective from and after the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date").

ALLIED WASTE SYSTEMS, INC., a  
Delaware corporation

CITY OF PARKER,  
Collin County, Texas

ATTEST:

## EXHIBIT A

### SOLID WASTE PRICING

#### Solid Waste and Recycling Rates

##### SOLID WASTE

1x a week MSW: 2 carts \$12.27

##### Recycle Collection

1x a week: 1 cart \$5.68

##### Brush/Bulk

Monthly – 10-yard max. \$2.18

(4 foot sections neatly stacked)

Extra Cart \$8.52

##### Carry Out Services

1xwk: 2 carts \$20.13

Extra carryout additional carts \$11.39

City Hall – 4 free rollofs per year / city events

One - 30-yard rolloff City Hall usage Free

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

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

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

##### Supplemental Rates – Commercial and Industrial

###### Frontload

DEL – delivery \$132.61

EXC- Exchanges \$132.61

EXY extra Yardage outside container \$43.50 per yard

REL relocates \$132.61

REM – removal \$132.61

LRN locks \$2.66 per service

GAT- gate \$2.66 per service

CAS- casters \$5.30 per pick up

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

##### Industrial Rolloff

DEL – delivery \$132.61

DRY- dry run \$180.35

Liner \$37.13

REL- relocate \$132.61

REM- removal \$132.61

Rental - \$105.00 monthly - \$3.50 daily

WAS- washout \$265.23



## Attachment 1

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

#### 1. Recycling Services Definitions.

1.1 **“Recyclable Materials”** are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

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

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

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

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

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

5. Recycling Commodity Credit. Company shall return 70% of City’s recycling commodity value to City each month. City’s **“Recycling Commodity Credit”** shall be determined by multiplying the per-ton market value of the processing facility’s Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility’s **“Average Commodity Mix”** means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility’s Average Facility Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility’s Average Commodity Mix shall be determined each month by applying the most recently available indices or actual values (as set forth in Exhibit B-1) to the facility’s Average

Commodity Mix including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("**Residue**").

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

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

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

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

- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

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

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

Attachment 2  
(Insert Companies Insurance Provided by company)



## Council Agenda Item

Budget Account Code:	Meeting Date: December 7, 2021
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: November 29, 2021
Exhibits:	<ul style="list-style-type: none"> <li><a href="#"><u>Proposed Resolution (provided at the meeting)</u></a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND POTENTIAL ACTION ON RESOLUTION NO. 2021-686 AUTHORIZING THE MAYOR OF PARKER EXECUTING A 3-YEAR CONTRACT WITH DOLIVER ENTERPRISES, LLC. FOR HOME HAZARDOUS WASTE.

### SUMMARY

Currently the City of Parker has an annual Home Hazardous Waste event typically in October of each year. There has been interest in having more than one event each year by residents and City Council. In researching the additional cost Republic Waste Services would have to charge us would have to be passed along to the homeowners, which would be a significant monthly rate increase to have 2 events a year. Doliver Enterprises, LLC. provides a monthly pickup service that would be on the 4<sup>th</sup> Thursday of each month and would cost the same rate that is built in our rates with Republic Waste Services. This would be cost neutral and give residents a monthly service and not just once or twice a year service. We have also asked to include electronics as part of our rate which will be \$1.15 a month. If City Council Approves the contract, it will take 45 days to get TCEQ approval and the service will begin on January 27, 2022. Resident will have to make a phone call to notify Doliver Enterprises LLC. to notify them a pickup is needed.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	09/16/2021

Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	09/16/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	09/17/2021

**EXCLUSIVE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF PARKER, TEXAS**

**January 1, 2022**

**EXCLUSIVE AGREEMENT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
HOUSEHOLD HAZARDOUS WASTE  
IN THE CITY OF PARKER, TEXAS**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

THIS EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2022, by and between Doliver Enterprises, LLC., a Texas Corporation, dba HHW Solutions (the "Service Provider"), and the City of Parker, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive license and privilege to collect, haul and recycle or dispose of Household Hazardous Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Aggregate** - The act of bringing together household hazardous waste that, after being separated from other household waste, is collected from two or more households and accumulated at a collection event, permanent collection center, point of generation pick-up service, mobile collection unit, or transporter's facility for the purpose of reusing, recycling, or disposing the material.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

**Collector** - Any person who accepts from two or more households any waste materials that have been separated from other household waste and offered to the collector because the generator either knows or considers the materials to be household hazardous waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays** - The following days:



- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**Household Hazardous Waste** - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste."

**Household Hazardous waste processing, storage, or disposal facility** - A hazardous waste processing, storage, or disposal facility that has received an United States Environmental Protection Agency (EPA) permit (or a facility with interim status) in accordance with the requirements of 40 Code of Federal Regulations (CFR) Parts 270 and 124, or that has received a permit from a state authorized in accordance with 40 CFR Part 271.

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Mobile collection unit** - A vehicle (such as a truck or trailer) that is used to aggregate household waste materials delivered by the public prior to transporting the material to a permanent collection center, collection event, or registered hazardous waste transporter facility

**Operator** - A person responsible for the collection, aggregation, and storage of household hazardous waste and household materials at a collection event or permanent collection center, in a point of generation pick-up service or mobile collection unit, or in any combination of collection programs.

**Personnel** - All individuals who perform tasks at or oversee the operations of a collection event, permanent collection center, mobile collection unit, or point of generation pick-up service.

**Point of generation pick-up service** - A service to collect household hazardous waste at generating households, either through direct contact with the generators or by collection of household hazardous waste left at curbside or in another location at the household.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units such as a duplex. Excluding Multi-family dwellings such as apartments, townhouses, or hi rise units.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Household Hazardous Waste.

## **SECTION 2. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Household Hazardous Waste(i) generated and accumulated by Residential Units, and (ii) placed for collections by those Residential Units receiving the services of the Service Provider all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Household Hazardous Waste, the title to all Household Hazardous Waste collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

## **SECTION 3. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

- Single-Family Residential Units. The Service Provider will collect Household Hazardous Waste from Single-Family Residential Units once per month; provided, that (i) such Household Hazardous Waste items are placed close to the Residential Unit such as at the doorstep or driveway adjacent to the Unit, no later than 8:00 a.m. on the scheduled collection day.
- Materials accepted include the following:
  - Aerosol products
  - Ammunition, home use fireworks
  - Antifreeze
  - Auto fluids
  - Ballasts (non-PCB & PCB)
  - Batteries – auto, sump, power tool & household sizes
  - Blacktop sealer - oil based
  - Cleaning products
  - Cooking Oil
  - Fire Extinguishers
  - Fluorescent bulbs (tubes and CFLs)
  - Gasoline & oil/gas mixtures
  - HID (headlight bulbs)
  - Hobby & photo chemicals
  - Lawn chemicals
  - Mercury containing Devices (thermostats, etc.)
  - Motor oil
  - Oxygen tanks
  - Paint (Oil-based paints, stains, varnishes; and Latex Paint)
  - Pesticides, poisons, herbicides, insecticides
  - Pharmaceuticals/medications

- Pool chemicals
- Propane tanks • Resins, Glues, Adhesives
- Smoke Detectors
- Solvents
- Items not accepted include the following:
  - Acetylene cylinders
  - Biological or medical waste
  - Business generated waste
  - Foam cylinders (Part A/Part B)
  - Explosives
  - MAPP gases
  - Radioactive Material
  - Syringes/needles
  - Farm machinery oil
- Item Limits per collection per month
  - Fluorescent light bulbs: Minimum 1, Maximum 8
  - Used motor oils or antifreeze: Minimum 1 gallon, Maximum 5 gallons
  - Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 10 gallons
  - Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
  - Household Batteries: Minimum 1; Maximum 20

#### **SECTION 4. RATES AND FEES.**

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge :

1. \$1.15 per month for each Single-Family Residential Unit.

These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

#### **SECTION 5. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 4 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures

from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 5A. The amount of the increase or decrease under this Section 5A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

#### **SECTION 6. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Non-Hazardous Solid Waste, animal or human, dead animals, auto parts or used tires from any Residential Unit

#### **SECTION 7. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2022, and concluding on December 31, 2025. At the expiration of the term of this Agreement, the Agreement may be renewed with mutually agreed upon terms of both parties.

#### **SECTION 8. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

#### **SECTION 9. PROCESSING, BILLING AND FEES.**

A. Billings for Single-Family Residential Unit Services. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 4.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Household Hazardous Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

F. Taxes. The City will be responsible to collect any applicable sales taxes that result in the execution of this contract.

#### **SECTION 10. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 8:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may,

at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

#### **SECTION 11. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries from Residential Units relating to the collection, hauling, recycling and disposal of Household Hazardous Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

#### **SECTION 12. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Household Hazardous Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 12.

#### **SECTION 13. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

#### **SECTION 14. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

#### **SECTION 15. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000

(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability

The City shall be named as an additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

#### **SECTION 16. INDEMNITY.**

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

#### **SECTION 17. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

#### **SECTION 18. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

#### **SECTION 19. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

## **SECTION 20. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

## **SECTION 21. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

### If to the City:

City of Parker  
5700 E. Parker Rd.  
Parker, TX. 75002  
Attn: City Administrator

### If to the Service Provider:

HHW Solutions  
1240 Coastal  
Rockwall, Texas 75087  
Attn: Dick Demein

With a Copy to:  
HHW Solutions  
4090 Hackberry Cir  
Caddo Mills, Texas 75135  
Attn: Tim Oliver

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 22. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

**SECTION 23. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF PARKER COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DOLIVER ENTERPRISES, LLC  
DBA HHW SOLUTIONS

CITY OF \_\_\_\_\_ TEXAS

By: \_\_\_\_\_  
Tiffany Demein, President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: December 3, 2021
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Depository Agreement</a></li> <li>3. <a href="#">RFP Requirement</a></li> <li>4. <a href="#">Bank Compensation Example</a></li> <li>5. <a href="#">Bank Compensation Options</a></li> </ol>

### AGENDA SUBJECT

CONSIDERATION, DISCUSSION, AND ACTION ON RESOLUTION NO. 2021-687 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH AMERICAN NATIONAL BANK FOR BANK DEPOSITORY SERVICES.

### SUMMARY

On October 19, 2021, the Mayor and City Council authorized the advertising of a Request for Proposal (RFP) on Bank Depository Services for a three-year contract with (2) additional one-year terms. It was posted on the City of Parker's website and sent to local banks. The City received (2) proposals from American National Bank and Prosperity Bank. The attached exhibits show a comparison of the proposals. After reviewing, staff recommends staying with American National Bank and choosing option 1 for the bank compensation. The City of Parker's current contract with American National Bank expires on January 1, 2022.

### 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:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021

**RESOLUTION NO. 2021-687**

*(American National Bank 2021 Depository Services Bid)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AMERICAN NATIONAL BANK OF TEXAS' BID FOR DEPOSITORY SERVICES TO THE CITY DATED NOVEMBER 30, 2021; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City finds American National Bank of Texas has submitted a proposal in accordance with the City of Parker, Texas 2021 Depository Services Request for Proposals, and that all proposals submitted have been reviewed under the applicable laws and requirements of the State of Texas;

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

**SECTION 1.** The City Council has received from the City Staff the recommendation to approve accept the proposal of American National Bank of Texas, received in response to the City of Parker, Texas 2021 Depository Requests for Proposal.

**SECTION 2.** The proposal submitted by American National Bank of Texas is dated November 30, 2021, is composed of provisions contained in the three-ring binder dated November 30, 2021, (the "Proposal"). The City Council approves the Proposal and its related and incorporated agreements from American National Bank of Texas, effective January 1, 2022, and concluding December 31, 2024. The Mayor, the Chair of the Investment Committee, and/or the City Administrator are authorized to execute the agreements presented with the Proposal of American National Bank to effectuate the acceptance of the Proposal and the terms of this Resolution.

**SECTION 3.** All provisions of the resolutions of the City of Parker, Texas, in conflict with provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this the Proposal be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Proposal which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 7th day of December, 2021.

CITY OF PARKER, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Levine, Interim City Attorney

RESOLUTION 2021-687  
(American National Bank 2021 Depository Services Bid)

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## BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (the "Agreement") is made and entered into this 7 day of December 2021 by and between The City of Parker (the "City") and The American National Bank of Texas (the "Bank") a national bank.

### Section I Designation as Depository

The City, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a three-year term, with the option to extend this contract for two additional one-year terms. Term period commences January 1, 2022 through December 31, 2024.

### Section II Designation of Custodian

The City and Bank hereby designate FHLB-Dallas (the "Custodian") to hold on trust, according to the terms and conditions of the City Request for Proposal, dated October 20, 2021 (the "RFP") and pursuant to a separate Safekeeping Agreement, all securities pledged as depository collateral in accordance with the City's Investment Policy.

### Section III Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. The Bank will provide a monthly report of the collateral directly to the City.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the City, to substitute or replace, any or all of the pledged securities with collateral acceptable to the City.

### Section IV Financial Position

The Bank will provide financial statements audited by its independent auditors including a letter as to its "fair representation" upon request from the City.

### Section V Authorized City Representative

For the term of this contract, the City and Bank designate the individuals as listed in the Treasury Management Resolution as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

### Section VI Scope of Services

The Bank's response to the City's RFP, dated November 30, 2021, (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit, and loan rates. If any provisions of the Response and this Agreement are in conflict, this Agreement will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

**Section VII Contract Consideration**

Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to a Premium Earnings Credit Rate of .20%, on collected non-interest-bearing account balances. Please note that the account analysis service contract options above, do not cover the cost of the following expanded Treasury Management Services offered: Lockbox, Card Services, Smart Safe, Safekeeping, or Merchant Processing services.

**Section VIII Default**

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

**Section IX Non-Assignability**

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

**Section X Termination**

This Agreement may be terminated by either the City or the Bank by giving ninety (90) days prior written notice to the parties.

**Section XI Law Governing**

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement.

**Section XII Bank Authorization**

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

CITY

BANK

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Greg Jebson, Municipal Finance Director

ATTEST:

ATTEST:

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Nancy Peña, PF Treasury Officer

**Option 1 - American National Bank**

	<u>Avg Net Balance</u>	<u>Earnings Credit</u>	<u>Monthly Charges</u>	<u>Net Interest</u>
9/30/2021	\$ 2,434,373.77	\$ 400.17	\$ 335.00	\$ 65.17
8/31/2021	\$ 2,259,154.91	\$ 383.75	\$ 335.00	\$ 48.75
7/31/2021	\$ 2,483,131.67	\$ 421.79	\$ 335.00	\$ 86.79
6/30/2021	\$ 2,903,730.42	\$ 477.33	\$ 335.00	\$ 142.33
5/31/2021	\$ 3,186,242.50	\$ 541.22	\$ 335.00	\$ 206.22
4/30/2021	\$ 3,763,553.01	\$ 618.67	\$ 335.00	\$ 283.67
3/31/2021	\$ 4,292,667.07	\$ 729.17	\$ 335.00	\$ 394.17
2/28/2021	\$ 4,492,719.58	\$ 689.29	\$ 335.00	\$ 354.29
1/31/2021	\$ 4,739,859.20	\$ 805.13	\$ 335.00	\$ 470.13
12/31/2020	\$ 3,543,581.34	\$ 601.92	\$ 335.00	\$ 266.92
11/30/2020	\$ 3,311,121.89	\$ 544.29	\$ 335.00	\$ 209.29
10/31/2020	\$ 3,460,372.86	\$ 587.79	\$ 865.00	\$ (277.21)
				<u>\$ 2,250.52</u>

**Option 1 - Prosperity Bank**

	<u>Avg Net Balance</u>	<u>Interest</u>
9/30/2021	\$ 2,434,373.77	\$ 100.04
8/31/2021	\$ 2,259,154.91	\$ 92.84
7/31/2021	\$ 2,483,131.67	\$ 102.05
6/30/2021	\$ 2,903,730.42	\$ 119.33
5/31/2021	\$ 3,186,242.50	\$ 130.94
4/30/2021	\$ 3,763,553.01	\$ 154.67
3/31/2021	\$ 4,292,667.07	\$ 176.41
2/28/2021	\$ 4,492,719.58	\$ 184.63
1/31/2021	\$ 4,739,859.20	\$ 194.79
12/31/2020	\$ 3,543,581.34	\$ 145.63
11/30/2020	\$ 3,311,121.89	\$ 136.07
10/31/2020	\$ 3,460,372.86	\$ 142.21
		<u>\$ 1,679.61</u>

	American National Bank	Prosperity Bank
Timeline Met	Yes	Yes
Terms and Conditions Met	Yes	Yes
Proposal Instructions & Qualifications Met	Yes	Yes
Required Financial Institution Information	Yes	Yes
Required Services:		
Consolidated Account Structure	Yes	Yes
Treasury Management Services	Yes	Yes
Collateralization of Deposits	Yes	Yes
Securities Safekeeping	Yes, additional charge	No
Wire Transfer Services	Yes	Yes
Sweep Account Provisions	Yes	Yes
General ACH Services & Direct Deposits	Yes	Yes
Positive Pay Services	Yes	Yes
Standard Disbursing Services	Yes	Yes
Standard Deposit Services	Yes	Yes
Overdraft Provisions	Yes	Yes
Stop Payments	Yes	Yes
Reporting & Account Analysis	Yes	Yes
Currency Change Services	Yes	Yes
Banking Supplies	Yes, free checks/deposit slips	Yes, at bank cost
Account Executive	Yes	Yes
Optional Services:		
Remote Deposit Services	Yes	Yes
Merchant Card Processing Services	Yes	Yes
Bank Compensation	Attached	Attached

**Bank Compensation**

	<b>American National Bank</b>	<b>Prosperity Bank</b>
Option 1	Premium earnings credit rate of .20% on collected non-interest-bearing account balances	Interest bearing checking account - Interest paid on net collected balance at posted NOW account rate as it changes (currently .05%)
Option 2	Free banking services with monthly average of \$2,000,000 in collected non-interest-bearing accounts	
	*With either option above, on interest bearing accounts ANBTX offers a rate equal to the current Public Funds Money Market rate plus .10% for a total current rate of .11%.	Premier money market account - Interest paid on net collected balance at posted rates as it changes (currently tiered rates ranging from .05% to .15%)





## Council Agenda Item

Budget Account Code:	Meeting Date: See above.
Budgeted Amount:	Department/ Requestor: Administration
Fund Balance-before expenditure:	Prepared by: Finance/HR Director Savage
Estimated Cost:	Date Prepared: December 3, 2021
Exhibits:	<ul style="list-style-type: none"> <li>• <a href="#">Proposed Resolution</a></li> <li>• <a href="#">Investment Policy</a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-688 ON INVESTMENT POLICY.

### SUMMARY

Please review the Investment Policy. Staff has recommended removing the sentence “The review of this investment policy shall take place in June of each year” in Article VA and changing the reporting deadline from 45 days to 60 days in Article XIIA.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021

**RESOLUTION NO. 2021-  
(2021-2022 Investment Policy)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW AND REVISION OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY; 2) CHANGES WERE MADE TO THE INVESTMENT POLICY AND INVESTMENT STRATEGIES; THE CITY OF PARKER HEREBY ADOPTS THE 2021-2022 INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**SECTION 1.** The City Council of the City of Parker has completed its review of the investment policies and investment strategies. The City Council recommends removing the sentence "The review of this investment policy shall take place in June of each year" in Article V Section A and changing the reporting deadline from 45 days to 60 days in Article XII Section A. The 2021-2022 Investment Policy is attached as Exhibit "A" hereto.

**SECTION 2.** The City of Parker 2021-2022 Investment Policy attached hereto as Exhibit "A" is hereby adopted and shall govern the investment policies and investment strategies for the City, and shall define the authority of the Investment Officer and any additional Investment Committee members, collectively referred to as "Investment Officials," from and after the effective date of this resolution.

**SECTION 3.** All provisions of the resolutions of the City of Parker, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the  
RESOLUTION 2021 -  
(2021-2022 Investment Policy)

validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Texas, on this the 7<sup>th</sup> day of December, 2021.

**CITY OF PARKER:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Scott Levine, Interim City Attorney

## City of Parker

### 2021-2022 Investment Policy

#### ARTICLE I PURPOSE AND NEED FOR POLICY

Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature (“Public Funds Investment Act”) requires each city to adopt rules governing its investment practices and to define the authority of the Investment Officer and any additional Investment Committee members. The 2021-2022 Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and prudent fiscal management of the City of Parker, Collin County, Texas funds.

#### ARTICLE II SCOPE

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

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

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

- B. This policy excludes:
- (1) Employee Retirement and Pension Funds administered or sponsored by the City.
  - (2) Defeased bond funds held in trust escrow accounts.

### C. Review and Amendment

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

## **ARTICLE III PRUDENCE**

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

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

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

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

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

## **ARTICLE IV OBJECTIVES**

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

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

### **B. Liquidity**

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

### **C. Yield**

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

## **ARTICLE V RESPONSIBILITY AND CONTROL**

### **A. Delegation - Investment Officer; Investment Committee**

Management responsibility to establish written procedures for the operation of the investment program consistent with this investment policy has been assigned to the Investment Officer, who shall be appointed by the City Council. The appointment is for a term of one year, and until a successor is qualified and appointed by the Council. Appointments are to be made for the Investment Officer, and the Investment Committee within June of each year, or as soon thereafter as possible. Such procedures shall include explicit delegation of authority to persons responsible for the daily cash management operation, the execution of investment transactions, overall portfolio management and investment reporting. The Investment Officer shall be the chair of the Investment Committee and may delegate the daily investment responsibilities to either an internal Investment Official or an external investment advisor in combination with an internal Investment Official. The Investment Officer and/or his or her representative(s) will be limited by conformance with all federal regulations, ordinances, and the statements of

investment strategy. The Investment Officer and members of the Investment Committee are collectively referred to as “Investment Officials.” The Mayor is a non-voting member and the City Administrator is a full member of the Investment Committee.

B. Subordinates

No person shall engage in an investment transaction except as provided under the terms of this policy, the procedures established by the City Council and the explicit authorization by the Investment Officer, with approval of the City Council, to withdraw, transfer, deposit and invest the City’s funds. The City Council, by resolution, has authorized and appointed these individuals. The Investment Officer shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials, if any are appointed by the City Council.

C. Internal Controls

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

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

D. Ethics and Conflicts of Interest

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

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

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

**E. Investment Training Requirements**

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

## **ARTICLE VI INVESTMENT STRATEGY STATEMENTS**

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

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

**A. Operating Funds**

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



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

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

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

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

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

#### B. Reserve and Deposit Funds

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

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

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

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

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

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

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

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

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

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

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

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

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Bond and Certificate Capital Project Funds and Special Purpose Funds shall be the 91-day Treasury bill. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond or certificate.

D. Debt Service Funds

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

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

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

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

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

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

## **ARTICLE VII AUTHORIZED INVESTMENTS**

- A. Obligations of the United States or its agencies and instrumentalities.
- B. Direct obligations of the State of Texas or its agencies and instrumentalities.
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, the State of Texas, or the United States or its instrumentalities.
- D. Obligations of states, agencies, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent.
- E. Joint Investment Pools of political subdivisions in the State of Texas, which invest in instruments and follow practices allowed by current law. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- F. Certificates of Deposit issued by a depository institution that has its main office or branch office in Texas:
  - (1) and such Certificates of Deposit are:
    - a. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
    - b. Secured by obligations described in Article VI, sections A through D above.
  - (2) or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.
- G. Fully collateralized repurchase or reverse repurchase agreements, including flexible repurchase agreements (flex repo), with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged to the City held in the City's name by a third party selected by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. The securities received for

repurchase agreements must have a market value greater than or equal to 103 percent at the time funds are disbursed. All transactions shall be governed by a Master Repurchase Agreement between the City and the primary government securities dealer or financial institution initiating Repurchase Agreement transactions.

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

- H. No-load money market mutual funds if the mutual fund:
  - (1) Is registered with and regulated by the Securities and Exchange Commission;
  - (2) Has a dollar-weighted average stated maturity of 90 days or fewer; and
  - (3) Includes in its investment objectives the maintenance of a stable net asset value of one dollar for each share.
- I. Investments in compliance with Texas Government Code section 2256.010(b), generally known as the CDAR's program. (Resolution 2008-245 amendment to Investment Policy)
- J. Investment instruments not authorized for purchase by the City of Parker include the following:
  - (1) Bankers Acceptances;
  - (2) "Bond" Mutual Funds;
  - (3) Collateralized Mortgage Obligations of any type; and
  - (4) Commercial Paper, except that the City can invest in local government investment pools and money market mutual funds that have commercial paper as authorized investments. A local government investment pool or money market mutual fund that invests in commercial paper must meet the requirements of Article VI, Sections E and H above.

## **ARTICLE VIII**

### **PORTFOLIO AND INVESTMENT ASSET PARAMETERS**

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

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

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

At least three bids or offers must be solicited for all other investment transactions. In a situation where the exact security being offered is not offered by other dealers, offers on

the closest comparable investment may be used to establish a fair market price of the security. Security swaps are allowed as long as maturity extensions, credit quality changes and profits or losses taken are within the other guidelines set forth in this policy.

B. Maximum Maturities

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

C. Maximum Dollar-Weighted Average Maturity

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

D. Diversification

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

- (1) Portfolio maturities and call dates shall be staggered in a way that avoids undue concentration of assets in a specific sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- (2) To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements. Risk of market price volatility shall be controlled through maturity diversification such that aggregate realized price losses on instruments with maturities exceeding one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.
- (3) The following maximum limits, by instrument, are established for the City’s total portfolio:
  - U.S Treasury Notes/Bills ..... 100%
  - U.S. Government Agencies & Instrumentalities..... 100%
  - U.S. Treasury & U.S. Agency Callables..... 25%
  - Certificates of Deposit ..... 25%
  - Repurchase Agreements (See D. (4) below)..... 50%
  - Money Market Mutual Funds (See D.(5) below) ..... 100%
  - Local Government Investment Pools (See D.(5) below)..... 100%
  - State of Texas Obligations & Agencies ..... 25%
  - Obligations of states, agencies, cities and other political subdivisions of any state .....25%
  - CDARS ..... 100%

- (4) The City shall not invest more than 50% of the investment portfolio in repurchase agreements, excluding bond proceeds and reserves.
- (5) The City shall not invest more than 90% of the investment portfolio in any individual money market mutual fund or government investment pool. (Revised per Resolution No. 2018-588)
- (6) The investment committee shall review diversification strategies and establish or confirm guidelines on at least an annual basis regarding the percentages of the total portfolio that may be invested in securities other than U.S. Government Obligations. The investment committee shall review quarterly investment reports and evaluate the probability of market and default risk in various investment sectors as part of its consideration.

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

A. Investment Officials will maintain a list of financial institutions and broker/dealers selected by credit worthiness, who are authorized to provide investment services to the City. These firms may include:

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

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

B. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officials with the following:

- (1) Audited financial statements;
- (2) Proof of National Association of Securities Dealers (N.A.S.D.) certification, unless it is a bank;
- (3) Resumes of all sales representatives who will represent the financial institution or broker/dealer firm in dealings with the City; and
- (4) An executed written instrument, by the qualified representative, in a form acceptable to the City and the business organization substantially to the effect that the business organization has received and reviewed the investment policy of the City and acknowledges that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted

between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

## **ARTICLE X SAFEKEEPING AND CUSTODY OF INVESTMENT ASSETS**

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

## **ARTICLE XI COLLATERAL**

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

### **A. Market Value**

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

### **B. Collateral Substitution**

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

C. Collateral Reduction

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

D. Holding Period

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

E. Insurance or Collateral

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

## ARTICLE XII INVESTMENT REPORTS

A. Reporting Requirements

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

B. Investment Records

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



market pricing services, investment software for maintenance of portfolio records, spreadsheet software, or external financial consulting services relating to investments.

C. Auditor Review

The City's independent external auditor must formally review the quarterly investment reports annually to insure compliance with the State of Texas Public Funds Investment Act and any other applicable State Statutes.

### **ARTICLE XIII INVESTMENT COMMITTEE**

A. Members

The Investment Committee, consisting of the Mayor or his or her designee, the City Administrator, and the Investment Officer, and any other designated Investment Officials, if any, shall review the City's investment strategies and monitor the results of the investment program at least quarterly. This review can be done by reviewing the quarterly written reports and by holding committee meetings as necessary. The committee will be authorized to invite other advisors to attend meetings as needed.

B. Scope

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

C. Procedures

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

## GLOSSARY of COMMON TREASURY TERMS

**Agencies:** Federal agency securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Federal Open Market Committee (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines

regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

**Federal Reserve System:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve (12) regional banks, and about 5,700 commercial banks that are members of the system.

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

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

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

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

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

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

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

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

**Open Market Operations:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to

influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Parker Police Department
Fund Balance-before expenditure:	Prepared by:	Police Chief Brooks
Estimated Cost:	Date Prepared:	November 15, 2021
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#">Proposed Resolution</a></li> <li>2. <a href="#">Amended Interlocal Cooperation Agreement for Jail Services</a></li> </ol>	

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-689 APPROVING AN AMENDED WYLIE JAIL SERVICES INTERLOCAL AGREEMENT.

### SUMMARY

On 03/02/2021 the Parker City Council approved Resolution 2021-659 entering into an Interlocal Cooperation Agreement for Jail Services with the City of Wylie. The agreement expired on September 30, 2021. This item is a renewal of the original agreement which will expire on September 30, 2022 and shall then be extended for successive one year terms on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term. This automatic renewal in Section 2.01 is the only change from the original agreement signed in March of this year.

The per-detainee/per-day rate from the original agreement is not changing and there is no increase planned on the horizon.

I recommend approval of this agreement.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021

**RESOLUTION NO. 2021-659**  
**(Wylie Jail Services Agreement)**

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL  
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND CITY  
OF WYLIE.**

**WHEREAS**, the City of Parker is authorized by state law to execute an Interlocal Agreement (ILA) for Jail Services with the City of Wylie; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its residents and their property; and

**WHEREAS**, Wylie Police Department is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such services; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to make the required payments.

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

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an agreement with the City of Wylie for Police Jail Services in substantially the form attached hereto.

**SECTION 2.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED this 2nd day of March, 2021.**

**ATTEST:**

  
Patti Scott Grey, City Secretary



  
Lee Pettie, Mayor

**APPROVED TO FORM:**

  
Brandon Shelby, City Attorney

**RESOLUTION NO. 20201-659**  
**(Wylie Jail Services Agreement)**



### **Interlocal Cooperation Agreement for Jail Services**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Parker, Texas, a Type A General Law municipality ("Agency") and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

#### **RECITALS:**

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Parker Police Department, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **Section 1: Definitions**

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

## **Section 2: Term**

### **2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2021, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration of the then-current term, subject to acceptance of the other party.

### **2.02 Termination**

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

## **Section 3: Jail Fees**

### **3.01**

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee per day or portion thereof until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase"), unless Wylie receives written notice to terminate this Agreement from Agency prior to expiration of such forty-five (45) day period.

### **3.02**

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other cost of services assessed for such reporting period.

### **3.03**

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

## **Section 4: Jail Services**

### **4.01**

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

### **4.02**

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit..
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.
- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

#### 4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

#### 4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

### **Section 5: Medical and Transport Services**

#### 5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

#### 5.02

Wylie shall provide medical, emergency and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.

#### 5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

## 5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a) Reactivation of the warrant(s) for which the detained is being held;
- (b) Charges are filed at large; or
- (c) Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

## 5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

## Section 6: Civil Liability

**TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS,**

**ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

#### **Section 7: Amendment**

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

#### **Section 8: Controlling Law; Venue**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.

## Section 9: Contingency Plan

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

## Section 10: Notices

### 10.01: Notice

(a) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

if to Wylie:  
Chris Holsted, City Manager  
Wylie Municipal Complex  
300 Country Club Rd., Building 100, 1<sup>st</sup> floor  
Wylie, TX 75098

with a copy to:  
Chief Anthony Henderson  
Wylie Police Department  
2000 N. Hwy 78  
Wylie, TX 75098

if to Parker:  
Lee Pettie, Mayor  
Luke Olson, City Administrator  
City of Parker  
5700 E. Parker Road  
Parker, TX 75002

with a copy to:  
Chief Richard Brooks  
Parker Police Depart.  
5700 E. Parker Road  
Parker, TX 75002

## Section 11: Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

**Section 12: Counterparts**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

**Section 13: Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under this Agreement.

**Section 14: Exclusive Right to Enforce this Agreement**

Wylie and the Agency have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

**Section 15: Prior Agreements Superseded**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

**Section 16: No Partnership or Agency**

The parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

**Section 17: Severability**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last



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party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

City of Wylie, Texas

By: Chris Holsted  
Chris Holsted, City Manager

Date: 2/10/21

Agency:

By: Lee Pettie  
Lee Pettie, Mayor

Date: 3/2/2021

## **Interlocal Cooperation Agreement for Jail Services**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Parker, Texas, a Type A General Law municipality ("Agency") and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

### **RECITALS:**

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Parker Police Department, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1: Definitions**

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

## **Section 2: Term**

### **2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

### **2.02 Termination**

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

## **Section 3: Jail Fees**

### **3.01**

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee per day or portion thereof until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase"), unless Wylie receives written notice to terminate this Agreement from Agency prior to expiration of such forty-five (45) day period.

### **3.02**

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other cost of services assessed for such reporting period.

### **3.03**

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

## Section 4: Jail Services

### 4.01

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

### 4.02

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit.
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.
- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

#### 4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

#### 4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

### **Section 5: Medical and Transport Services**

#### 5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

#### 5.02

Wylie shall provide medical, emergency and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.

#### 5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

## 5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a) Reactivation of the warrant(s) for which the detained is being held;
- (b) Charges are filed at large; or
- (c) Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

## 5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to the Agency.

## **Section 6: Civil Liability**

**TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

## **Section 7: Amendment**

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

## Section 8: Controlling Law; Venue

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, TX.

## Section 9: Contingency Plan

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify the Agency that Wylie can no longer receive detainees under this Agreement. If the Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

## Section 10: Notices

### 10.01: Notice

(a) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

if to Wylie:

\_\_\_\_\_, City Manager  
Wylie Municipal Complex  
300 Country Club Rd., Building 100, 1<sup>st</sup> floor  
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson  
Wylie Police Department  
2000 N. Hwy 78  
Wylie, TX 75098

if the Agency, to:

Lee Pettie, Mayor  
City of Parker  
5700 E. Parker Rd.  
Parker, Texas 75002

with a copy to:

Chief Richard Brooks  
Parker Police Department  
5700 E. Parker Rd.  
Parker, Texas 75002

## Section 11: Captions



The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

#### **Section 12: Counterparts**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

#### **Section 13: Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under this Agreement.

#### **Section 14: Exclusive Right to Enforce this Agreement**

Wylie and the Agency have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

#### **Section 15: Prior Agreements Superseded**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

#### **Section 16: No Partnership or Agency**

The parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

#### **Section 17: Severability**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the

law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

City of Wylie, Texas

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Agency:

By: \_\_\_\_\_  
Print Name: Lee Pettie, Mayor

Date: \_\_\_\_\_



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Parker Police Department
Fund Balance-before expenditure:	Prepared by:	Police Chief Brooks
Estimated Cost:	Date Prepared:	November 15, 2021
Exhibits:	<ol style="list-style-type: none"> <li>1. <a href="#"><u>Proposed Resolution</u></a></li> <li>2. <a href="#"><u>Texas Legends Firearms Range Cost Analysis</u></a></li> <li>3. <a href="#"><u>City of Parker Special Corporate Membership 23 Nov 2021 All City Employees</u></a></li> <li>4. <a href="#"><u>Parker Police Special Corporate Membership 23 Nov 2021 Police Only</u></a></li> </ol>	

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2021-690 ENTERING INTO AN AGREEMENT WITH TEXAS LEGENDS GUN RANGE AND TRAINING CENTER, LLC. AND THE CITY OF PARKER FOR RANGE USE FOR CERTAIN CITY EMPLOYEES.

### **SUMMARY**

The Police Department is required to qualify a minimum of one time per calendar year according to Texas Commission on Law Enforcement (TCOLE). The Department recently completed annual qualification at Texas Legends. This two-day event was a success. Texas Legends very generously charged the Department \$320.00. Texas Legends donated \$1,000.00 of the normal \$1,320.00 fee that is charged for use of the range for that two-day period.

The Department inquired of Texas Legends to provide a cost to the Department for an increased use program so that employees may use the range more often. Again, Texas Legends was very generous and made the following corporate membership offer:

Included in the membership is the following:

Entering into this agreement would allow the Department to offer employees a location to practice firearm skills and abilities and increase the Department's ability to train employees at a higher level. Officers would be able to practice at their own cost for a reduced fee.

Additionally, if this agreement is approved, the Department will institute quarterly paid range time for sworn employees that is paid for by the Department. This program will allow Firearms Instructors who observe weaknesses in a particular officer's shooting skills, to provide these deficient officers with targeted training that improves their skills. This is critical to improving their skills and the confidence of our officers. Having the ability to institute quarterly training will also allow the Department to increase minimum qualification scores with a pistol to 90% over a four-year period. The Department currently has a passing qualification score of 70% which is the TCOLE minimum passing score. I desire to raise that. Doing so allows the officers to demonstrate advanced skills and increases the Department's liability protections should we ever become involved in an officer-involved-shooting.

The Department is currently budgeted \$6,500.00 in line item 01-200-8 Safety. I have attached a spreadsheet of costs should the Department employees take full advantage of the program. If this item were to go over budget a transfer from the Training budget line item would be used to address that overage. I am currently not asking for any additional money for this program for the 2021-2022 Budget. Texas Legends has agreed to bill us quarterly for the usage fees assessed during these quarterly training times.

I recommend this item be approved and the City of Parker be authorized to enter into a corporate membership agreement with Texas Legends Gun Range and Training Center, LLC.

### **POSSIBLE ACTION**

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Richard D. Brooks</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021

## 2021-2022 Projected Line Item Detail of 01-200-8118 - Public Safety

					Budget \$6,500.00	
	One Time Costs	Per Visit Cost - Handgun	Per Visit Cost - Rifle	Free Target		
Qualification	\$ 320.00				Beginning Budget	\$ 6,500.00
Corporate Membership	\$ 800.00				Qualification	\$ (320.00)
Tier 2 Members x4		Free	\$ 6.00	1	Membership	\$ (800.00)
Tier 1 Members x7		\$ 11.00	\$ 16.00	1	Practice Range Fees Tier 1	\$ (756.00)
					Practice Range Fees Tier 2	\$ (96.00)
					Qualification Ammunition (Pistol)	\$ (709.50)
					Qualification Ammunition (Rifle)	\$ (726.00)
					Qualification Ammunition (Shotgun)	\$ (134.75)
					Practice Ammunition (Pistol)	\$ (1,320.00)
					Practice Ammunition (Rifle)	\$ (2,178.00)
					Practice Ammunition (Shotgun)	\$ (165.00)
						\$ (705.25)

Item	Item Cost	Officers	Months	Annual Amount
Tier 1 Members	\$ 27.00	7	4	\$ 756.00
Tier 2 Members	\$ 6.00	4	4	\$ 96.00
Box Duty Pistol	\$ 64.50	11	1	\$ 709.50
Box Duty Rifle	\$ 66.00	11	1	\$ 726.00
Box Practice Pistol	\$ 40.00	11	3	\$ 1,320.00
Box Practice Rifle	\$ 66.00	11	3	\$ 2,178.00
Box Duty Shotgun	\$ 12.25	11	1	\$ 134.75
Box Practice Shotgun	\$ 5.00	11	3	\$ 165.00

# Texas Legends Gun Range and Training Center, LLC

## City of Parker Special Corporate Membership Agreement

### **Special Corporate Membership Specifications:**

Texas Legends Gun Range and Training Center, LLC (TLGR) agrees to provide a Special Corporate Membership to the City of Parker. The City of Parker will specify in writing 4 "Primary Individual Members", who will be accorded Tier 2 membership range access benefits- those named Primary Members may shoot as often as desired with no additional pistol range fee and will receive a free target per visit. Rifle range access will be only \$6 per visit. All other City of Parker employees, with proper City identification, will be entitled to the benefits of, and be subject to the usual requirements of, a Standard Tier 1 Member. All members are expected to behave in a safe and responsible manner, and failure to do so may result in suspension of that person's membership benefits. All City of Parker Corporate Members will be required to sign the standard membership and safety waiver.

### **Payment Provisions:**

TLGR standard Corporate Membership fee is \$3300.

City of Parker will be billed the sum of \$3300 for this Special Corporate Membership. As part of this agreement, TLGR will donate \$1167 to City of Parker in the form of an invoice credit, or in any other form acceptable for tax accounting purposes.

City of Parker agrees to pay the remaining sum of \$2133 for the Special Corporate Membership, to be paid at the commencement of membership.

City of Parker Corporate Members who are not specified as Primary Individual Members, and thus are functioning as Tier 1 Members (as described below) will be noted at check-in for every range visit. City of Parker Corporate Members will not be expected to pay their personal range fees at the time of visit but will be responsible for payment of any additional range and target fees for guests and family members as well as for ammunition. TLGR will bill City of Parker monthly for payment of those appropriate range fees. City of Parker agrees to pay in a timely fashion.

### **Duration/Renewal:**

This Agreement begins upon Payment of the \$2133 remaining sum. Duration is 365 days.

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Texas Legends Gun Range and Training Center, LLC by E A Travis, CEO	Date
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City of Parker Mayor	Date
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City Secretary/Attest	Date
-----------------------	------

# Texas Legends Gun Range and Training Center, LLC

## Parker Police Department Special Corporate Membership Agreement

### **Special Corporate Membership Specifications:**

Texas Legends Gun Range and Training Center, LLC (TLGR) will provide a Special Corporate Membership to the Parker Police Department (PPD). PPD will specify 4 “Primary Individual Members”, who will be accorded Tier 2 membership range access benefits- those named Primary Members may shoot as often as desired with no additional pistol range fee and will receive a free target per visit. Rifle range access will be only \$6 per visit. All other badged or properly credentialed PPD personnel, sworn or unsworn, including retirees, will be entitled to the benefits of, and be subject to the usual requirements of, a Standard Tier 1 Member. All members are expected to behave in a safe and responsible manner, and failure to do so may result in suspension of that person’s membership benefits. All persons will be expected to sign the standard membership and safety waiver.

### **Payment Provisions:**

TLGR Corporate Membership fee is \$3300.

Parker PD will be billed the sum of \$3300 for this Special Corporate Membership. As part of this agreement, TLGR will donate \$2500 to Parker Police Department/City of Parker in the form of an invoice credit, or in any other form acceptable for tax accounting purposes.

PPD agrees to pay the remaining sum of \$800 for the Special Corporate Membership, to be paid at the commencement of membership.

PPD Corporate Members who are not Primary Individual Members, and thus are functioning as Tier 1 Members (as described below) will be noted at check-in for every range visit. PPD Corporate Members will not be expected to pay their personal range fees at the time of visit but will be responsible for payment of any additional range and target fees for guests and family members as well as for ammunition. TLGR will bill Parker PD monthly for payment of those appropriate range fees. Parker PD/City of Parker agrees to pay in a timely fashion.

### **Duration/Renewal:**

This Agreement begins upon Payment of the \$800 remaining sum. Duration is 365 days.

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Texas Legends Gun Range and Training Center, LLC by E A Travis, CEO	Date
---	------

---

City of Parker Mayor	Date
----------------------	------

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City Secretary/Attest	Date
-----------------------	------



## Council Agenda Item

Budget Account Code:	Meeting Date: See above
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: November 29, 2021
Exhibits:	<ul style="list-style-type: none"> <li><a href="#"><u>Proposed Resolution</u></a></li> </ul>

### AGENDA SUBJECT

DISCUSSION, CONSIDERATION, AND ACTION RESOLUTION NO. 2021-691 AUTHORIZING THE MAYOR OF PARKER EXECUTING A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE AMENDMENT OF RESOLUTION 2012-378 OF THE CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING OFFICIAL BANKING SIGNATURES.

### SUMMARY

This Resolution would require all checks issued by the City of Parker must contain two signatures and must be signed by at least one of the following: the Mayor, the Mayor Pro-Tem or a councilmember set forth in the authorized signatories for the City of Parker depository accounts with American National Bank.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021



**RESOLUTION NO. 2021-691**  
(Amending ANB Bank Signature Authorization)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE AMENDMENT OF RESOLUTION 2012-378 OF THE  
CITY COUNCIL OF THE CITY OF PARKER AUTHORIZING OFFICIAL  
BANKING SIGNATURES.**

**WHEREAS**, accounts have been established in the name of the City of Parker with the American National Bank of Texas, wherein may be deposited any of the funds of the City of Parker, whether represented by cash, checks, note, or other evidence(s) of debt, and from which deposit withdrawals may be made in the name of the City of Parker by duly authorized officials of the city;

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

**SECTION 1. Powers Granted**

The City Council of the City of Parker revokes any prior authorizations and grants the following authorized officials and persons set forth below in Section 2 act as signatories with respect to the City of Parker's depository accounts held at American National Bank of Texas.

**SECTION 2. Appointment of Authorized Officials**

The following persons are the officials of the City of Parker and those authorized act as signatories on the City of Parker's depository accounts, and true and original signatures of such officials and persons shall be provided to American National Bank of Texas as required thereby and maintained on record with the bank.

Lee Pettie	Mayor
Cindy Meyer	Mayor Pro-Tem
Michael Slaughter	Councilmember
Luke Olson	City Administrator
Patti Grey	Assistant City Administrator / City Secretary

**SECTION 3. Check Signatures**

All checks issued by the City of Parker must contain two signatures and must be signed by at least one of the following: the Mayor, the Mayor Pro-Tem or a councilmember set forth above in Section 2.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 7th day of December, 2021.

CITY OF PARKER, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Levine, Interim City Attorney

**RESOLUTION NO. 2021-684**  
*(Parks and Rec Appointments)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
 TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND  
 RECREATION COMMISSION**

**WHEREAS**, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below; and

**WHEREAS**, the Parks and Recreation Commission is newly established therefore the members appointed herein shall begin service immediately and serve terms according to the Parks and Recreation Ordinance; and

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

**SECTION 1. Appointment of Voting Members with terms expiring November 30, 2022:**

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Place 2 \_\_\_\_\_  
 Place 4 Frank DaCosta

**SECTION 2. Appointment of Voting Members with terms expiring November 30, 2023:**

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a two-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Place 1 \_\_\_\_\_  
 Place 3 \_\_\_\_\_  
 Place 5 \_\_\_\_\_

**SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2022:**

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Alt 1 \_\_\_\_\_  
 Alt 2 \_\_\_\_\_

Alt 3  
Alt 4

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 16th day of November, 2021.

**CITY OF PARKER:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Scott D. Levine, Interim City Attorney

**RESOLUTION NO. 2021-691***(Parks and Rec Appointments)***A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION**

**WHEREAS**, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below; and

**WHEREAS**, the Parks and Recreation Commission is newly established therefore the members appointed herein shall begin service immediately and serve terms according to the Parks and Recreation Ordinance; and

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

**SECTION 1. Appointment of Voting Members with terms expiring November 30, 2022:**

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Place 2 Pier Burgess (Billy Barron's unexpired term)

Place 4 Frank DaCosta

**SECTION 2. Appointment of Voting Members with terms expiring November 30, 2023:**

The following are hereby were appointed to serve on the Parks and Recreation Commission as voting members for a two-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Place 1 Kimberly Hinshaw

Place 3 LeAnn Turrentine

Place 5 Cherie Ware

**SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2022:**

The following are hereby appointed to serve on the Parks and Recreation Commission as alternate members for a one-year term, expiring November 30, 2022, or until their successors are appointed and qualified.

Alt 1 Donna DaCosta

Alt 2 Melanie Harris

Alt 3	<u>Paula Johnston-Hutka</u>
Alt 4	<u>Vacant</u>

**SECTION 2. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 7th day of December, 2021.

**CITY OF PARKER:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Scott D. Levine, Interim City Attorney



## Council Agenda Item

Budget Account Code:	Meeting Date: See above
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: December 3, 2021
Exhibits:	<ul style="list-style-type: none"> <li><a href="#">None</a></li> </ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR APPROPRIATE ACTION ON POSTING A RFQ FOR A QUALIFIED PROVIDER FOR OUR COMPREHENSIVE PLAN CREATION.

### SUMMARY

On November 17, 2021, Councilmember Slaughter requested this item be placed on the agenda for discussion and consideration.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:	Enter Text Here		
Department Head/ Requestor:		Date:	
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021



## Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	December 3, 2021
Exhibits:	• <b><u>None</u></b>	

DISCUSSION AND APPROPRIATE ACTION ON CANCELING THE DECEMBER 21, 2021, REGULAR CITY COUNCIL MEETING.

### SUMMARY

Due to the upcoming holidays, the Mayor has requested City Council consider canceling the Tuesday, December 21, 2021, regular City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
<b>Approved by:</b>	Enter Text Here		
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021





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Exhibits:	• <b><u>None</u></b>	

DISCUSSION AND APPROPRIATE ACTION ON RESCHEDULING THE REGULAR CITY COUNCIL MEETING FROM JANUARY 4, 2022, TO JANUARY 11, 2022.

### SUMMARY

Due to the holiday, the Mayor has requested City Council consider canceling the Tuesday, January 4, 2022, regular City Council meeting and rescheduling that meeting to January 11, 2022.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
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Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/02/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021



## Council Agenda Item

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Budgeted Amount:	Department/ Requestor: Council
Fund Balance-before expenditure:	Prepared by: ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared: December 3, 2021
Exhibits:	<u>None</u>

### AGENDA SUBJECT

#### UPDATE(S):

CAPITAL IMPROVEMENT PROGRAM (CIP) COMMITTEE [LYNCH/REED]

DRAINAGE *[Except Poco Estados, Moss Ridge & Easy Acres – Drainage for these areas continue under Mayor Pro Tem Meyer.]*

INFRASTRUCTURE

CODE BOOK [MEYER]

COMPREHENSIVE PLAN COMMITTEE [SLAUGHTER]

EMERGENCY PREPAREDNESS COMMITTEE [ABRAHAM]

MUNICIPAL COMPLEX [PETTLE/COUNCIL]

NEW RESIDENT PACKET [MEYER]

NEWSLETTER [MEYER]

NOISE COMMITTEE [OLSON]

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) [OLSON]

PUMP STATION [MACHADO]

RISK AND RESILIENCE ANALYSIS AND EMERGENCY RESPONSE PLAN  
UPDATE [MACHADO/BIRKHOFF]

SUBDIVISION(S) [MACHADO]

THOROUGHFARE & OTHER MAPS UPDATE [MACHADO]

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR  
THE RECORD (Each valued at between \$0 - \$500). [PETTLE]

David and Stephanie Leamy donated candy estimated value of \$15.00.

Moe Chigawi donated smoked turkey valued at \$45.00.

### 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:	12/02/2021
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Exhibits:	<ul style="list-style-type: none"> <li><a href="#">Future Agenda Items</a></li> </ul>

### AGENDA SUBJECT

FUTURE AGENDA ITEMS

### SUMMARY

Please review information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

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Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	12/02/2021
Interim City Attorney:	<i>Scott D. Levine (Banowsky)</i>	Date:	12/03/2021 via email
City Administrator:	<i>Luke B. Olson</i>	Date:	12/03/2021

## FUTURE AGENDA ITEMS

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2022</b>			
TBD	International Building Codes	Machado	2018 0920 PWD GM working on update
Feb(Mar), May, Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	4th Qtr 2022 0215 CC Agenda
Feb(Mar), May, Aug, Nov	Investment Quarterly Report	Savage	4th Qtr 2022 0215 CC Agenda
January, 2022	<b>Council Committee Updates</b>	Council	2021 0602 All Committee Updates on each CCAgenda - Update as needed
	Capital Improvement Program (CIP) Committee (Includes Drainage & Infrastructure)	Lynch/Reed	Last Update 2021 0112; 2021 0518; 0615; 0921
	[Except Poco Estados, Moss Ridge & Easy Acres – Drainage for these areas continue under Mayor Pro Tem Meyer.		
	Code Book	Meyer	Last Update 2021 0921
	Comprehensive Plan Committee	Olson/Slaughter	Last Update 2021 0112; 0406; 0601; 0921
	Emergency Preparedness Committee	Abraham	Last Update 2021 0112; 2021 0302; 0921
	Municipal Complex	Council	2021 0105 Community Meeting; 2021 0601; Tile change 2021 0727; 2021 0921
	Legislative Updates	Olson	CM TL Request
	New Resident Packet	Meyer	Added 2021 0610 via email
	Newsletter	Meyer	Added 2021 0610 via email; Last update 2021 0921
	Noise Committee	Olson/?	Last Update 2021 0119; 2021 0921 no update
	North Texas Municipal Water District (NTMWD)	Olson	Last Update 2021 0112; 0518; 0615; 2021 0921 no update
	Pump Station	Machado	Last Update 2021 0112; 0316; 0518; 0706; 2021; 0921 no update
	Risk And Resilience Analysis and Emergency Response Plan	MACHADO/BIRKHOFF	; 0921 no update
	Subdivisions	Machado	Added 2021 0520 by MLP; 0921 no update
	Thoroughfare & other maps	Olson/Machado	2021 0524 MLP; Last update 2021 0921
Tentatively - 2022	Social Media	Pettle	Workshop - Short/Long Term

**FUTURE AGENDA ITEMS**

AGENDA DATE	ITEM DESCRIPTION	CONTACT	Notes
Tentatively - 2022	Water Rate Analysis - Ongoing	Savage/Machado	0810 Ord739 2016 Water Rate Amendments for 2016-2020
Tentatively - 2022	Oncor & Frontier Franchise (All?) - Review Ongoing		2021 0615 added
Tentatively - 2022	NTRTC - Become a member	City Attorney	Added 2021 0526 CC WS
Tentatively - 2022	Captail Equipment & City Vehicle Replacement Policy - Add Computer policy	Olson	2021 0907 Tabled; CALO to do research & bring recommendations back to Council
Tentatively - 2022	Animal Shelter - one year/automatically	Meyer	Res. No. 2019-617;2021 0720 MLP added
Tentatively - 2022	Civic Plus Contract?	Pettle	Work in Progress
Tentatively - 2022	Zoning Regs - P.H. & Ord. No. 800 approval - Update	Levine or CA	2021 0518 CC - Tabled