AGENDA ITEM
CA15

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 7/20/2026

Meeting Date: 8/10/2026

Submitted By: Linda Ownbey

Department: PCT 3

Signature of Elected Official/Department Head:

Ben Boyd - Road Supervisor

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court

8.10.2026

Description:

Consideration for approval agreement between Johnson County and Parker Waste Services, LLC for weekly trash dumpster service for Precinct 3 Commissioner Facility and authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Mike White

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Parker Waste Services LLC
P.O. Box 2047
Weatherford, Texas 76086
(817) 938-1504
www.parkerwasteservices.com

Weekly Service Dumpster Agreement

Customer Name: Johnson County Precinct 3

Service Address: 10420 E FM 917 Alvarado, Texas 76009

Date Service Begins: TBD **Monthly Rate:** $229 per dumpster **Unit Size:** 8-yard dumpster

Please review and sign below to schedule your weekly dumpster service with Parker Waste Services

LLC: **Charges and Payments**

1. The Customer shall pay Parker Waste Services per established rates for the services provided plus applicable sales tax and all other governmental taxes and fees within 30 days of receipt of an invoice.
2. There is a one-time delivery fee of $60.00 for the delivery of the dumpster, due at the time of setting up service.
3. Weekly dumpster rentals are for a minimum of one (1) year. Any service cancelled within the first year will be subject to a $250 cancellation fee.
4. In the event collection efforts are required to obtain payment on this account, you agree to pay the reasonable costs of collection, to the extent permitted by law. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, court or arbitration costs.

Accessibility

1. Dumpsters must be accessible on your scheduled service day beginning at 7am. If the dumpster is inaccessible due to a locked or inoperative gate, other vehicles or items blocking access to the dumpster, the dumpster will be serviced the following week. Please be aware that it is solely the customer's responsibility to ensure that the dumpster is accessible. In case the dumpster pad site or the road/driveway leading to the dumpster is too wet or muddy to access, the service will be provided on the next scheduled service day, pending improved weather conditions.
2. A minimum of 14' x 14' clearance of gates, over hanging trees, or any other structures is required for our trucks to access dumpster. If these requirements are not met, the dumpster will not be serviced.

Waste Materials

Weekly service dumpsters are intended for typical, daily compactable trash such as paper, plastic, cardboard, cans and jars. A **limited amount** of textiles, such as clothing, towels, sheets, and yard debris such as grass clippings, twigs and small limbs may be included.

The customer warrants the waste material in the dumpster will **NOT** contain the following:

1. Any hazardous waste including, but not limited to:
   - Asbestos
   - Batteries
   - Bleach
   - Cleaning Chemicals
   - Cooking Oil
   - Fluorescent Lamps
   - Fuel
   - Herbicides
   - Lead
   - Medical waste
   - Microwaves
   - Motor Oil
   - Paint
   - Pesticides
   - Pool Chemicals
   - Refrigerant
   - Tires
   - Wood Shavings
   - Biological Waste (Manure, feces, urine, blood, etc.

2. **Liquids of any kind, hazardous or non-hazardous.**
3. Furniture or appliances including TVs, microwaves, mattresses, large appliances, AC units
4. Construction material such as concrete, brick, lumber, sheetrock, shingles, tile, carpet, flooring
5. Large/excessive lawn debris (large branches/limbs, excessive yard waste such as dirt or mulch)
6. Other prohibited substances as defined by applicable federal, state, local laws, or regulations.
7. Railroad ties or phone poles with creosote coating.

Any materials not acceptable, including those banned by federal, state, and local laws/regulations must be removed before service of the dumpster. Once items are removed, the dumpster will be serviced on your next regularly scheduled service date.

If prohibited materials are found in the dumpster after Parker Waste Services has serviced the dumpster, customer will be billed for any fines or cost associated with disposal of said items.

Loose Trash and Overloading

Customer agrees that garbage may not be placed above the top edge of the dumpster and that dumpsters must be loaded in a manner that prevents loose debris. If a dumpster contains loose trash that may create litter during emptying or transport, including items such as shredded or loose-leaf paper, the dumpster may not be emptied. If a dumpster is overfilled or otherwise loaded in a manner that creates a safety or environmental cleanliness concern, Parker Waste Services reserves the right, at its sole discretion, to refuse service or to service the dumpster and assess additional fees.

Driveways and Parking Areas

1. The customer warrants that any right of way provided by the customer to Parker Waste Services to the most convenient public way (street, road, etc.) is sufficient to bear the weight of all Parker Waste Services dumpster and vehicles required to perform the agreed upon service. Final location of the dumpster shall be at the discretion of Parker Waste Services and customer shall not move the dumpster after placement, without consent of PWS.
2. Parker Waste Services shall not be responsible for damage to any private pavement or accompanying sub-surface or any route necessary to perform the services contracted.
3. In addition, Parker Waste Services shall not be responsible for damage to lawns, fences, or shrubbery in accordance with an agreed upon drop spot. In designating a drop-spot, the customer assumes all liabilities for damage to pavement or road surface, sidewalks, lawns, fences, shrubbery, trees, septic systems, sprinkler systems, wells or underground utilities or resulting damages/injury to Parker Waste Services property and/or employees.

Customer Responsibility

1. Customer is responsible for any damage to the dumpster, lids or mechanisms other than normal wear. This includes damage from dragging/moving the dumpster, dumpster fires or removing the lids.
2. To the extent allowed by the Texas Constitution, customer agrees to indemnify, defend, and hold harmless Parker Waste Services LLC, its owner, agents, employees and designees against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of customer's use, operation, or possession of the dumpster.
3. Customer is responsible to ensure a dumpster is not prohibited by city or HOA restrictions. Any cancellation after delivery will forfeit refund of any payments and will be subject to an early cancellation fee.

Term

1. The term of this Agreement begins upon the date of the last party to sign the Agreement and will continue until terminated by either Party.

2. Either Party to this Agreement may terminate this Agreement upon 60 days written notice to the other Party.

Miscellaneous

1. The dumpster remains the property of Parker Waste Services. Upon completion or termination of service, if the dumpster cannot be recovered, you agree to pay the reasonable replacement fee for the property.

2. The monthly dumpster rate is guaranteed for the first year. After one year of service, the rate will be reviewed periodically and may be adjusted to align with current market conditions. The customer will be notified in advance of any rate adjustment.

I have read and agree to the terms and conditions listed above for weekly dumpster service with Parker Waste Services.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
As Johnson County Judge

8-10-26
Date

Attest:
County Clerk, Johnson County

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

8-10-26
Date

COMPANY:

Traci Hall
Authorized Representative

07/20/2026
Date

Printed Name: Traci Hall

Title: Director of Administration

Linda Ownbey

From: Purchasing Vendors
Sent: Monday, July 20, 2026 9:11 AM
To: Linda Ownbey; Kathy Blackwell; AP Group
Cc: Purchasing Vendors
Subject: FW: Vendor packet _ PWS Dumpster Agreement v3A
Attachments: Vendor Packet- Revised 11.7.2024_Fully Executed.pdf

Good morning,
Parker Waste Services has been set up as a vendor. They are now #V07126.

Kathy,
Please see attached banking information.
Thanks,

Hannah Webber
Johnson County Purchasing – Senior Buyer
817-556-6382 (EXT. 1454)
hwebber@johnsoncountytx.org
411 Marti Dr
Cleburne, TX 76033

From: Linda Ownbey <lownbey@johnsoncountytx.org>
Sent: Monday, July 20, 2026 8:12 AM
To: Purchasing Vendors <vendors@johnsoncountytx.org>
Subject: FW: Vendor packet _ PWS Dumpster Agreement v3A

Good morning,
Please see attached vendor packet. Also, there is a copy of the contract for you to look at. The county attorney, Jim Simpson, has already looked at this and made changes. Do you put this on the agenda or do I?
Thank you so much,

Linda Ownbey
Johnson County Precinct 3
10420 E FM 917
Alvarado, Texas 76009
817-790-5333

From: Traci Hall <admin@parkerwaste.com>
Sent: Friday, July 17, 2026 5:32 PM

To: Linda Ownbey <lownbey@johnsoncountytx.org>
Subject: RE: Vendor packet _ PWS Dumpster Agreement v3A

CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.

Hi Linda,
Attached is the complete Vendor Packet. There was only one issue and it's just technology... When I click on "checking" on page 5, it also checks "Woman Owned" on page 3 (which we are not), so I left "checking" unchecked. I don't know how to resolve this issue since the form is locked down.
We are also fine with the changes your attorney made to the service agreement, so when you have the approvals needed, please just sign the agreement and then we'll get the account set up, send you an invoice for the first month's service and delivery fees and then you'll be all set.
Please let me know if you have any questions.
Thanks so much!

Traci Hall
Parker Waste Services
www.parkerwasteservices.com
(817) 938-1504

From: Linda Ownbey <lownbey@johnsoncountytx.org>
Sent: July 16, 2026 2:29 PM
To: Traci Hall <admin@parkerwaste.com>
Subject: RE: Vendor packet _ PWS Dumpster Agreement v3A

Thanks Traci. I will be off Friday and will return Monday!!!

From: Traci Hall <admin@parkerwaste.com>
Sent: Thursday, July 16, 2026 2:27 PM
To: Linda Ownbey <lownbey@johnsoncountytx.org>
Subject: RE: Vendor packet _ PWS Dumpster Agreement v3A

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Hi Linda,
Thanks for getting this back to me. Let me review and I'll get back to you with any questions/concerns as well as the vendor packet.
Traci
PWS

From: Linda Ownbey <lownbey@johnsoncountytx.org>
Sent: July 16, 2026 1:37 PM
To: admin@parkerwaste.com
Subject: FW: Vendor packet _ PWS Dumpster Agreement v3A

Good afternoon, Traci,

Our county attorney looked at this and made some changes. Can y'all take a look at it and sign it, so we can get this approved in Commissioner's Court? If it needs anything else on y'all's end, please let me know. I will try to get it on the first Commissioner's Court in August, which would be August 10, 2026. I forwarded this to you so you could read our county attorney's comments. It tells you where the changes are made.
Thank you so much,

Linda Ownbey
Johnson County Precinct 3
10420 E FM 917
Alvarado, Texas 76009
817-790-5333

From: Jim Simpson <JimS@johnsoncountytx.org>
Sent: Thursday, July 16, 2026 11:38 AM
To: Linda Ownbey <lownbey@johnsoncountytx.org>; Bill Moore <BillM@johnsoncountytx.org>
Subject: Vendor packet _ PWS Dumpster Agreement v3A

Linda:

Please find attached a slightly modified version of the Weekly Dumpster Agreement. The changes are underlined except for the new signature block in format that is better for the Commissioners Court approval process and includes a place for PWS to sign.

The changes were under the Charges and Payments section, the Customer Responsibility section, and the Term section was added.

Please have PWS sign the document if they are in agreement. It will then need to be approved by the Commissioners Court.

Sincerely,

Jim Simpson
Assistant County Attorney
Johnson County Attorney's Office
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, Texas 76033
Phone: 817-556-6330

Fax: 817-556-6331
email: jims@johnsoncountytx.org

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From: Linda Ownbey <lownbey@johnsoncountytx.org>
Sent: Thursday, July 16, 2026 8:33 AM
To: Bill Moore <BillM@johnsoncountytx.org>; Jim Simpson <JimS@johnsoncountytx.org>
Subject: FW: Vendor packet

Good morning,

I have called and talked to Parker Waste Services and got them to send a copy of their contract. I don't know how to proceed with this but I was told that you needed when to look at this before I proceed with whatever you tell me I need to do. If I need to do this or someone else does will you please let me know? Thank you so much,

Linda Ownbey
Johnson County Precinct 3
10420 E FM 917
Alvarado, Texas 76009
817-790-5333

From: Traci Hall <admin@parkerwaste.com>
Sent: Wednesday, July 15, 2026 4:52 PM
To: Linda Ownbey <lownbey@johnsoncountytx.org>
Subject: RE: Vendor packet

CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.

Hi Linda,
Thanks so much for your interest in our services. I enjoyed chatting with you and we look forward to the opportunity to become your garbage service provider.

We can provide (2) 8-yard dumpsters for $229 each per month, plus a one-time delivery fee of $60 per dumpster. There are no additional fees such as fuel surcharges or environmental fees. Sales tax would also be removed with a valid sales tax exemption form.
Your regular service day would be Monday. If one of your observed holidays falls on a Monday, we can still service the dumpsters as long as we have a gate code or other access to the property. If we are unable to access the dumpsters, we would collect the additional trash the following week. Unfortunately, we would not be able to make a separate return trip later that week.
As we discussed, invoices are sent 15 days before the due date, and we allow an additional 15-day grace period before service is interrupted. With the commissioners' court meeting every two to three weeks for payment approval, I do not anticipate any issues with the payment schedule.
I have attached a copy of our weekly dumpster agreement for your legal department's review, if needed.
Please let me know if you have any questions. Once you are ready to proceed, I will complete and return the vendor packet right away.
Thank you,
Traci Hall
Parker Waste Services
www.parkerwasteservices.com
(817) 938-1504

From: Linda Ownbey <lownbey@johnsoncountytx.org>
Sent: July 14, 2026 4:22 PM
To: admin@parkerwaste.com
Subject: Vendor packet

Good afternoon, Tracy,

Please see attached vendor packet. Should you have any questions about this you can call Purchasing at 817-556-6382.
You can also call me, and we will see what I can help you with. When you get it filled out, please send it to vendors@johnsoncountytx.org.
Thank you so much,

Linda Ownbey
Johnson County Precinct 3
10420 E FM 917
Alvarado, Texas 76009
817-790-5333