



AGENDA
CITY COUNCIL MEETING
SEPTEMBER 6, 2011 @ 7:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday September 6, 2011 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

PLEDGE OF ALLEGIANCE

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

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

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM AUGUST 29, 2011.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 672 ADOPTING THE FY 2011-2012 BUDGET.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 673 ADOPTING AN AD VALOREM TAX RATE FOR THE YEAR 2011 AT A RATE OF \$0.37708.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON VENDORS FOR MAY 2012 ELECTION EQUIPMENT.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO PREPARE BID DOCUMENTS AND ADVERTISING FOR THE FM 2551 WATERLINE PROJECT.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE AMERICAN-JAPAN GRASSROOTS SUMMIT.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE BARN IN THE PRESERVE.

ROUTINE ITEMS

11. FUTURE AGENDA ITEM REQUESTS.

12. UPDATES

13. 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 September 2, 2011 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.

Date Notice Removed

Carrie L. Smith, TRMC, CMC
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: September 6, 2011
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 9/2/2011
Exhibits:	1) Proposed Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM AUGUST 29, 2011.

SUMMARY

Please review the proposed minutes. If you feel any information is incorrect, additional information is needed or you find any typographical errors please email me prior to the meeting. The minutes can be amended prior to the meeting and a vote taken on the amended copy. This action will save time and possible confusion during the open meeting.

Thank you,
Carrie

POSSIBLE ACTION

- ☐ Move to approve as written
- ☐ Move to approve as amended
- ☐ Move to table

Inter -- Office Use			
Approved by:	<i>Carrie A. Smith</i>	Date:	<i>9/2/2011</i>
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffany Flay</i>	Date:	<i>9-2-11</i>

MINUTES
CITY COUNCIL MEETING

August 29, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Cordina called the meeting to order at 6:00 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: City Attorney James Shepherd, Interim City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, Police Chief Tony Fragoso and Police Sergeant Kenneth Price.

EXECUTIVE SESSION 6:00 P.M. – 7:00 P.M.

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

Mayor Cordina recessed into a closed meeting at 6:00 p.m.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN TEXAS GOVERNMENT CODE SECTION 551:

- a) 551.074 GC; Personnel—consideration of replacement of the city administrator, terms of the appointment of the interim administrator, and terms and qualifications of a future permanent city administrator.
- b) 551.071 and 551.074 Govt. Code—Discussion regarding terms of separation of former employee.

2. RECONVENE REGULAR MEETING.

Mayor Cordina reconvened the regular meeting at 7:00 p.m.

3. CONSIDERATION AND/OR ANY ACTION REQUIRED AS A RESULT OF THE EXECUTIVE SESSION.

No action was taken.

PLEDGE OF ALLEGIANCE

American Pledge: Resident Lee Pettie led the pledge.

Texas Pledge: Mayor Cordina led the pledge.

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

No comments at this time.

PUBLIC HEARING

4. PUBLIC HEARING ON THE PROPOSED TAX RATE AND THE BUDGET FOR FISCAL YEAR 2011-2012.

Mayor Cordina opened the public hearing at 7:03 p.m.

Finance/HR Manager Boyd gave a brief review of proposed budget. (see Exhibit 4A)

Council agreed to amend the proposed budget election costs from \$8,500 to \$11,500. The additional \$3,000 will be moved from Council Contingency.

Resident Ed Standridge asked Council for the cost analysis on mowing the City green spaces. Interim City Administrator Flanigan had spoke with one contractor that would not mow the road medians due to the liability and risks involved. An analysis will be complete prior to the purchase of new tractors.

The police vehicles will remain as requested at the planning session, one Charger and one Tahoe.

The sale of Fire Engine 10 was a portion of the justification for the purchase of the Quint Engine in 2009. Resident Ed Standridge asked why Engine 10 was never sold. City Secretary Smith was directed to speak with Chief Sheff and place the item on a future agenda for Council discussion.

Adding a front door to City Hall was completely removed from the proposed budget. Staff has and will continue to use bug control granules and clean up the area daily.

Resident Lee Pettie asked if the City's water "take or pay" rates had increased due to higher usage over the past year. Interim City Administrator Flanigan said yes; however, the NTMWD water board has not voted on the new rate.

Mayor Cordina closed the public hearing at 7:36 p.m.

Mayor Cordina announced the Council will vote on the proposed tax rate and budget at the September 6 meeting, beginning at 7:00 pm at City Hall.

INDIVIDUAL CONSIDERATION ITEMS

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM AUGUST 9, 2011.

Item 9 – "Council" was amended to read Councilmember Leamy.

Item 10 – "Sumrow" was added after Councilmember.

MOTION: Councilmember Sumrow moved to approve the minutes as amended. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM AUGUST 16, 2011.

MOTION: Councilmember Sumrow moved to approve the minutes as written. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 671 APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION.

Joanie Siedelmann, Public Affairs for Atmos Energy, 2697 Maple Shade Ln, Plano TX 75075- was present to answer questions. The rate increase is .31 per customer. Ms. Siedelmann believes the steel line replacement is included in the rate increase. This is the 4th RRM settlement since 2002.

MOTION: Councilmember Leamy moved to approve Ordinance 671 as written. Councilmember Levine seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON FUTURE PROCEDURE FOR CONDUCTING THE GENERAL ELECTION TO ELECT MUNICIPAL OFFICERS IN THE CITY OF PARKER.

City Secretary Smith presented the City Council with their options for future city elections. (see Exhibit 8A)

Council discussion ensued. An election will be held in May 2012 and then Council will re-evaluate whether they will continue with the uniform May election date or change future elections. The deadline for such changes is December 31, 2012.

MOTION: Councilmember Leamy moved to hold an election in May of 2012, have staff request a contract from ES&S and Dominion for the rental of election equipment and forward to City Attorney for legal review. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

Staff will bring the contracts back for review and possible action at the September 6, 2011 regular Council meeting.

9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2010-315 REGARDING A MEMBER AND OFFICER APPOINTMENT PROCESSES FOR CITY BOARDS AND COMMISSIONS.

Councilmember Sumrow and Mayor Pro-tem Marshall reviewed Resolution 2010-315, "Boards and Commission Membership", and provided Council with recommended amendments to better define and standardize the appointment process. (see Exhibit 9A)

City Attorney Shepherd advised Council not to delegate appointment of members or officers to the boards, allow them to make recommendations to the Council.

Remove from Section 4. 4) "and have appointment validated or not."
Amend Section 5. 2) by re-wording the section to state the boards will make recommendation of appointments and officer's to Council.

MOTION: Councilmember Leamy moved to amended the proposed Resolution 2010-315 Amended subject to the following changes; remove from Section 4. 4) "and have appointment validated or not.", re-word Section 5. 2) to state the boards will make recommendation of officer's to Council, and correct numbering. Councilmember Marshall seconded with Councilmembers Leamy, Sumrow, Marshall and Evans voting for. Levine opposed. Motion carried 4-1.

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ESTABLISHING A BOARD/COMMISSION EVALUATION PROCESS AND A MEANS OF IMPLEMENTING THE PROCESS.

In an effort to have a consistent evaluation process Mayor Pro-tem Marshall and Councilmember Sumrow proposed a standardized peer evaluation process.

A lengthy discussion was held with regard to the peer evaluations being subject to the Public Information Act.

Council discussion ensued. Council tabled the item to a later date.

11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION DEFINING ROLES AND DUTIES OF BOARD AND COMMISSION MEMBERS.

Councilmember Sumrow and Mayor Pro-tem Marshall reviewed the City ordinances and State mandates on the roles and duties of Parker's various boards and prepared a user friendly version for future board members.

Council discussion ensued. Council tabled the item to a future date to allow for legal review.

12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE SALE OF THE OLD WATER TOWER.

Colorado City, Texas chose not to purchase the old tower as previously discussed. Since that time the City has received a new offer from ALL, Industrial Services. They have offered the City \$1.00 for the tower and it includes demolition, removal of all debris, rough grade of area and replacement of fence.

MOTION: Councilmember Leamy moved to authorize Interim City Administrator Flanigan to accept ALL Industrial Services offer; subject to legal review by City Attorney Shepherd. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE OCTOBER 1, 2011 NEWSLETTER.

The Council directed the newsletter committee to re-design and publish a fall newsletter.

Resolution 2011-336, Newsletter Committee and Processes, will be brought before Council at a later date and time to be amended.

MOTION: Councilmember Leamy moved to authorize the Newsletter Committee to proceed with a new design and publication of a fall newsletter. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

ROUTINE ITEMS

14. FUTURE AGENDA ITEM REQUESTS.

15. UPDATES

- a. AISD Bus Maintenance Facility Status- Mayor Cordina announced Allen ISD has moved the proposed location of the Bus Barn to US 75 and Exchange Parkway.

16. ADJOURN

Mayor Cordina adjourned the meeting at 10:12 p.m.

APPROVED:


Joe Cordina
Mayor

ATTESTED:

**APPROVED on the 6th day of
September, 2011.**

Carrie L. Smith, TRMC, CMC
City Secretary

INSERT EXHIBITS
4A - Short Budget Presentation
8A - Election Presentation
9A - Res 2010-315 Amended



Facing the Challenge
Fiscal Year 2011-2012
Proposed Budget

BUDGET OVERVIEW	
10-11 Total Taxable Value	\$495,341,170
11-12 Total Taxable Value	\$501,577,999
10-11 Total Budgeted Revenue	\$ 3,045,232
11-12 Total Proposed Revenue	\$ 2,681,102
10-11 Total Budgeted Expense	\$ 3,045,232
11-12 Total Proposed Expense	\$ 2,681,102

City of Parker - Budget Session 2011

REVENUE	
<i>Items that significantly changed from FY10/11 budget:</i>	
•Fund Balance/Restricted Transfer	\$ 49,000
•Building Permits Increased	\$ 40,000
• Fines Decreased	\$ 45,000
•Interest Income Decreased	\$ 42,150

City of Parker - Budget Session 2011

ADMINISTRATION

Items that significantly changed from FY10/11 budget:

- Tech support – Increased \$10,000
- City Council Contingency- \$40,000 in Budget
- Training for P&Z and Council – Decreased \$ 500

City of Parker - Budget Session 2011

POLICE DEPARTMENT

Items that significantly changed from FY 10/11 budget:

- Fuel/Wash/Oil/Tracking – Increased \$12,000
– Rising fuel costs
- Inmate Boarding - Increased \$1,500
– Doubled based on trend
- Capital Requests - \$ 64,000
2 Vehicles - 1 Tahoe, 1 Charger

City of Parker - Budget Session 2011

MUNICIPAL COURT

Items that significantly changed from FY10/11 budget.

- Technology Fund – Decreased \$7,500
– Training & Licensing
- State Court Costs Decreased \$22,500
– Based on 4 year trend and fine collections
- Security Fund – Decreased \$7,000
– Training

City of Parker - Budget Session 2011

FIRE DEPARTMENT

Items that significantly changed from FY10/11 budget:

- Reimbursement per Call – Increased \$5,000
- Training – Increased \$6,500
- Radio & Air Tank Replacement – Decreased \$6,000

City of Parker - Budget Session 2011

BUILDING AND CODE ENFORCEMENT

Items that significantly changed from FY10/11 budget:

- No Significant Change to Budget

City of Parker - Budget Session 2011

PARKS & RECREATION

Items that significantly changed from FY10/11 budget:

- Preserves & Trails – Decreased \$155,000
– New Grant applied for, if approved - \$25,000
- Scouting Projects – Increased \$ 1500
- Consulting/Engineering – Decreased \$2,000

City of Parker - Budget Session 2011

PUBLIC WORKS

Items that significantly changed from FY10/11 budget.

- Vehicle & Tractor Expense – Increased \$2,000
–Based on Trends
- Engineering Fees – Decreased \$25,000
- Two Replacement Mowers – \$20,000

City of Parker - Budget Session 2011

CITY PROPERTY

Items that significantly changed from FY10/11 budget.

- Maintenance & Operations – Increased \$3,800
–Based on Trends
- Communications – Increased \$2,200
–Based on Trends
- Utilities – Decreased \$6,500
–Based on current year actual

City of Parker - Budget Session 2011

FUTURE CAPITAL IMPROVEMENTS

Items that significantly changed from FY10/11 budget.

- Fire Truck/Heavy Equipment Reserve
(Rename to Future Capital Improvements)
–Contribution – \$3,985

City of Parker - Budget Session 2011

DEBT SERVICE

Items that significantly changed from FY10/11 budget.

- 2010 / 2011 Debt Service
– \$453,678
- 2011 / 2012 Debt Service
– \$337,924
 - Refunding of 2008 Bonds

City of Parker - Budget Session 2011

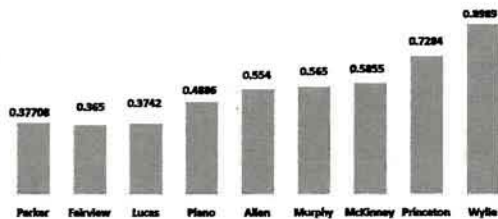
Deep Reserves

- Target Deposits in Unrestricted Accounts
– 6 months operating expenses (2010 / 2011 budget)
- Current Deposits in Unrestricted Accounts
– 14 months operating expenses

8 Months Excess Reserves

City of Parker - Budget Session 2011

CURRENT FY10/11 CITY TAX RATES



City of Parker - Budget Session 2011



Facing the Challenge
Fiscal Year 2011-2012
Proposed Water Budget

ANNUAL CONSUMPTION

2001	211,304,000 Gallons
2002	228,969,000 Gallons
2003	306,201,000 Gallons
2004	344,660,000 Gallons
2005	392,852,000 Gallons
2006	470,812,000 Gallons
2007	306,839,000 Gallons
2008	383,239,000 Gallons
2009	416,000,000 Gallons
2010	417,637,000 Gallons
2011	533,654,000 Gallons

City of Parker - Budget Session 2011

WATER BUDGET OVERVIEW

- 10-11 Total Budgeted Revenue \$3,135,000
- 11-12 Total Budgeted Revenue \$3,150,000

- 10-11 Total Budgeted Expense \$3,135,000
- 11-12 Total Budgeted Expense \$3,150,000

City of Parker - Budget Session 2011

WATER REVENUE

Items that significantly changed from FY10/11 budget:

- Transfer from Capital Improvements and Fund Balance from C/O – Line Looping and Water Meter Technology \$550,000

- Water Sales – Increased \$150,000
 - Based on rate increase and trend

- Meter Installations – Increased \$10K
 - Based on trend

City of Parker - Budget Session 2011

WATER EXPENSES

Items that significantly changed from FY 10/11 budget:

- Cost of North Texas Water – Increased \$65,000

- Truck Expense – Increased \$2,500
 - Fuel costs

- Water System Improvements – \$560,000
 - Offset by County Funds - \$290,000
 - Offset by C/O Funds - \$175,000

City of Parker - Budget Session 2011

SEWER EXPENSES

Items that significantly changed from FY 10/11 budget:

- Sewer Operating Expense – Decreased \$4,000
 - Based on trends

- No Other Significant Change

City of Parker - Budget Session 2011

SANITATION EXPENSES

No change

Items that significantly changed from FY 10/11 budget:

- No Significant Change
 - Adjustments made previous year

City of Parker - Budget Session 2011

WATER DEBT SERVICE

Items that changed from FY10/11 budget.

- 2010 / 2011 DEBT SERVICE
 - \$424,494
- 2011 / 2012 DEBT SERVICE
 - \$412,883

City of Parker - Budget Session 2011

Deep Reserves

- Target Deposits in Unrestricted Accounts
 - 3 months operating expenses (2010/2011 budget)
- Current Deposits in Unrestricted Accounts
 - 1 ½ months operating expenses

1 ½ Months Deficit Reserves
(Same as last year)

Thank You

City of Tualuma - Budget Session 2011

Senate Bill 100

What does it mean for future City elections?



History

- Prior to 2006 Staff conducted all City elections
- In 2006 the City began contracting with the County to comply with "Help America Vote Act"
- 2012 the City must review how future elections will be conducted to comply with S.B. 100.



Federal "MOVE" Act

Military & Overseas Voter Enhancement Act

- Goal of the "MOVE" Act: To make the voting process easier and faster for military and overseas voters.
- Directly affects the general and primary runoff dates
- Resulting in S.B. 100 for Texas



Understanding S.B. 100

- Purpose: To Implement Federal "MOVE" Act
- The Election Code was amended to NOT require a county elections administrator to enter into a contract for election services for elections that are held the second Saturday in May in even number years.



Change to November

- Change elections to November beginning in 2012
- Mayor and two members-at-large would have their current term extended 6-months to end in November 2012
- City election would be added to the ballot for County, State and Federal election



November

Pros

- Higher voter turnout
- Cost shared with County and other entities
- Voter convenience
- Citizens vote in local elections every year
- No election expense in FY 2011-2012
- Continue to contract with County - Cost \$8500 - \$9000

Cons

- Possibility voters not voting city ballot due to straight party voters
- Hard to educate with publicity



May Election in Odd Years

- Change term length to hold elections every other May, only in odd numbered years
- Un-stagger seat terms
- The seats with terms expiring in May 2012 would holdover in office until May 2013.



May Election Odd Years

Pros

- Keep the May election date in odd number years
- Reduced election costs since elections would be held only once every two years instead of annually
- No Election expense for FY 2011-2012
- Continue to contract with the County for \$8500 - \$9000

Cons

- Risk of having an entirely new governing body at one time
- Residents only participate in elections every two years



Annual May Elections

- Continue to hold elections each May.
- Rent or purchase the voting machines
- City staff conduct election



Annual May Elections

Pros

- No changes for voters
- Keep current terms

Cons

- Only one early voting location for voters
- Higher election costs
- Availability of voting equipment if renting
- Storage of voting equipment if purchased
- Possibility of purchased equipment becoming de-certified or obsolete
- Additional work load for City staff



Rental Cost Estimates for May 2012

Election Systems & Software (ES&S)

- Different Equipment requiring additional training.
- 4 DREs, programmed, \$4,579 plus shipping cost (estimated \$800).
- Other cost(s) for workers, contingency, and advertising, \$6,997.
- **TOTAL ESTIMATED COST: \$11,576**



Rental Cost Estimates for May 2012

Dominion Voting Systems

- Same supplier that Collin County uses.
- Same equipment voters have used in past elections.
- An office is located in McKinney for more efficient service and no shipping cost.
- 4 DREs, programmed, onsite tech support \$9000
- Other cost(s) for workers, contingency, and advertising, \$6,997.
- **TOTAL ESTIMATED COST: \$15,997**



Cost Estimates for May 2012

Contract with Collin County

- Voters are accustomed to the equipment
- Additional early voting locations
- Full Service as provided in the past,
\$20,937
- Other cost(s) for advertising, \$1200
- **TOTAL ESTIMATED COST:**
\$22,137



Purchase from Dominion

- Same equipment voters have used in past elections.
- Proposed cost to purchase 4 new DREs with service for first election, \$10,124.
- Annual maintenance and programming fees \$3,000.
- Other cost(s) for workers, contingency and advertising, \$6,997
- **TOTAL ESTIMATED COST: \$17,121**
- Estimated annual cost(s) after initial purchase:
\$9,997



Purchase from Hart Intercivic

♦ Hart Intercivic - Purchase

- ♦ Does not have rental service, so would have to purchase equipment and pay for services for each election, approximately \$5,410 per election.
- ♦ This would not be the same type equipment that voters have used during past elections.
- ♦ Recommend purchase of 2 used and 2 new DREs with a replacement plan.
- ♦ Proposed cost to purchase 2 used and 2 new DREs with service for first election, \$25,916.
- ♦ Other cost(s) for workers, contingency, and advertising, \$6,997 **TOTAL ESTIMATED COST: \$33,915**
- ♦ Estimated annual cost(s) after initial purchase: **\$12,407**



Recap

- Change to annual November elections
 - Cost with County - \$8500 - \$9000
 - Convenience for voters to vote in multiple elections at one location
- Change to May election in odd years
 - Cost with County - \$8500 - \$9000
 - Voters would only participate in municipal elections every two years
- Continue to hold election in May each year
 - Cost varies – Rent or Purchase
 - No change for our voters



Resources

- TML -
http://www.tml.org/legal_topics/legal_elections.asp



RESOLUTION NO. 2010-315 Amended
(Boards and Commissions Membership)

**A RESOLUTION DEFINING MEMBERSHIP ON BOARDS AND COMMISSIONS OF
THE CITY OF PARKER, COLLIN COUNTY, TEXAS.**

WHEREAS, the City Council of the City of Parker, Collin County, Texas desires to expand the involvement of residents of the City of Parker on the boards and commissions appointed by the City Council.

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

SECTION 1. Candidate Pool. The Parker City Council will seek to appoint the best qualified candidate to each of the boards and commissions of the City. Candidates may be considered, in the following order, from:

- Board and Commission Alternates currently serving on the board which has a vacancy, who are interested in becoming full board or commission members, and who are in good standing in their current assignment
- Members of other boards or commissions who are interested in transferring to the open board or commission
- Recent board or commission applicants
- Citizens of Parker who are not yet on a board or commission, or who have not submitted an application within the past 12 months

SECTION 2. Simultaneous Membership Prohibition. In order to promote diverse membership among the boards and commissions, no individual resident shall serve on more than one board or commission simultaneously, unless no other qualified candidates are available. If no qualified candidates are immediately available, the City will seek new applicants, through website notifications, announcements at Council, discussions with Board and Commission chairpersons, and through requests of citizens. If, after 30 days of searching, no qualified candidates are available, then an individual who is already serving on one Board or Commission may be appointed to another Board or Commission, with the preferred appointment as an alternate member. However, no one individual shall serve simultaneously as a member on both P&Z and ZBA.

SECTION 3. Interview Process - Each Board will interview, select and present final recommendations to Council, when Board positions are vacant. The following steps will be taken:

- 1) City Staff will screen candidates for basic qualifications (residency, other Board membership in Parker, etc), and will present qualified candidates to each Board.
- 2) Current Board members conduct initial set of interviews, using standard questions, plus any additional they feel are appropriate for each individual
- 3) Current Board members will provide their recommendation to Council
- 4) Recommended appointee will meet with Council answer questions from Council about their candidacy, and have appointment validated, or not.

Backup for Agenda Item 6

SECTION 4. Interview Questions. The following questions will be the standard questions for all candidates for Board or Commission positions. These questions are required, but are not exclusive:

- Please provide a brief summary of your background, including professionals, volunteer and community roles you've held. (If you'd like to submit a resume, please do so, but also please give details about municipal experiences you've had.)
 - Why did you move to Parker?
 - What is your vision for the future of Parker?
 - How would you describe the role of a (P&Z, P&R, ZBA) member?
 - Please describe your personal style when working on volunteer committees?
 - How do you manage conflict or difference of opinion in committee/small group settings?
 - Why are you interested in serving on (P&Z, P&R, ZBA)? What changes do you think are needed in Parker?
-
- Specific to P&Z: What is your philosophy for future development and land use within Parker?
 - How do you feel about retail developments within Parker?
 - Specific to P&R: What is your philosophy on parks and open spaces within a city?
 - Specific to ZBA: What thought process will you use to rule on issues brought to ZBA?

SECTION 4. Officer Appointment process - Board members will appoint Board Officers, according to the pre-defined Officer appointment schedule. The following steps will be taken:

- 1) Board members will review and communication qualifications and responsibilities of each Officer position.
- 2) The current Board Chair will solicit candidates for all open Officer positions, other than the Chair, and will lead discussions with the Board about the qualifications of each candidate. The Board will decide on the candidate and will communicate the appointment to City Staff and Council.
- 3) The Board Vice Chair will solicit candidates for the Board Chair position, and will lead discussions with the Board about the qualifications of each candidate. The Board will decide on the candidate and will communicate the appointment to City Staff and Council.

SECTION 3. This resolution is effective upon its passage.

APPROVED AND ADOPTED this 29th day of August, 2011.



Council Agenda Item

Budget Account Code: N/A	Meeting Date: September 6, 2011
Budgeted Amount: N/A	Department/ Requestor: Finance/ Boyd
Fund Balance-before expenditure:	Prepared by: Johnna Boyd
Estimated Cost:	Date Prepared: 8/30/2011
Exhibits:	1) Ordinance 672 2) Budget

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 672
ADOPTING THE FY 2011-2012 BUDGET.

SUMMARY

Budget worksheets reflecting all adjustments will be distributed for your consideration.

POSSIBLE ACTION

- ☐ Move to approve Ordinance 672 as written.
- ☐ Move to approve Ordinance 672 as amended.
- ☐ Move to table to the September 20 regular meeting

Inter - Office Use			
Approved by:			
Department Head:	<i>Johnna Boyd</i>	Date:	<i>8-31-11</i>
City Attorney:	<i>Prepared</i>	Date:	<i>8/31/2011</i>
City Administrator:	<i>Jeff Ray</i>	Date:	<i>9-2-11</i>

ORDINANCE NO. 672
(FY 2011-2012 Budget)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by law, the Mayor has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2011, and ending September 30, 2012; and

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

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

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Parker, Texas, said budget being in the amount of \$2,681,102 providing a complete financial plan for the fiscal year beginning October 1, 2011, and ending September 30, 2012, as submitted to the City Council by the Mayor, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the budget of the City of Parker, Texas for the fiscal year beginning October 1, 2011, and ending September 30, 2012.

SECTION 2. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$11,511.00 OR .61%, AND OF

THAT AMOUNT, \$54,824.00 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

SECTION 3. The sum of \$2,681,102 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012.

SECTION 4. The expenditures during the fiscal year beginning October 1, 2011 and ending September 30, 2012 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Parker, Texas.

SECTION 5. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2010-2011 are hereby ratified, and the budget Ordinance for fiscal year 2010-2011, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 6. Specific authority is given to the Mayor, with consent of Council, to make the following adjustments:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.

SECTION 7. All notices and public hearings required by law have been duly completed.

SECTION 8. All provisions of the Ordinances of the City of Parker, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other

provisions of the Ordinances of the City of Parker, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 9. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 10. This Ordinance shall take effect from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Parker, Texas, on the ____ day of September, 2011.

APPROVED:

Joe Cordina, Mayor

CORRECTLY ENROLLED:

Carrie Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Budget Session 2011 / 2012

REVENUE

Acct #	Revenue - City	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED REVENUE	2010/2011 ANTICIPATED REVENUE	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 Proposed BUDGET
	FUND BALANCE - Reserves				0	40,000	40,000
RESTRICTED	FUND BALANCE-Security Fund	0	8,500	8,500	1,500		1,500
RESTRICTED	FUND BALANCE-Technology Fund	0	15,000	15,000	7,500		7,500
RESTRICTED	FUND BALANCE-Restricted Funds	0	300,000	300,000	0		0
RESTRICTED	Grant from TPW - Trails	0	135,000	135,000	0		0
RESTRICTED	Grant from County - Trails	0	23,000	23,000	12,500		12,500
1-10-4100	Current year taxes (M&O)	1,405,313	1,414,159	1,414,159	1,553,528	0	1,553,528
1-10-4101	Curent year taxes (I&S)	450,872	453,673	453,673	337,824		337,824
1-10-4120	Delinquent taxes	11,242	8,400	8,400	8,400		8,400
1-10-4125	Penalty & Interest	10,016	11,600	11,600	11,600		11,600
1-10-4130	Building Permits	141,920	120,000	120,000	160,000		160,000
1-10-4140	Franchise and use fee	190,922	200,000	200,000	200,000		200,000
1-10-4150	Special Use permits	1,000	1,000	1,000	1,000		1,000
1-10-4160	Filing Fee	1,410	1,000	1,000	1,000		1,000
1-10-4170	Fines	123,894	175,000	175,000	130,000		130,000
1-10-4500	Interest Income	72,044	68,500	68,500	26,350		26,350
1-10-4190	Other Income	83,798	8,800	8,800	90,000		90,000
1-10-4224	Sales Tax	74,714	90,000	90,000	90,000		90,000
1-10-4225	Mixed Beverage Tax	3,181	2,400	2,400	2,400		2,400
1-10-4400	Alarm Registrations/permits	7,205	6,000	6,000	7,500		7,500
1-10-4192	State of Texas Training	1,047	1,000	1,000	0		0
1-10-4193	County Fee for Child Safety	2,934	2,200	2,200	0		0
TOTAL REVENUE - CITY		2,581,510	3,045,232	3,045,232	2,641,102	40,000	2,681,102

2011 Total Taxable Value	Rate	501,577,999
M & O Revenue	0.309728	1,553,528
I & S Revenue	0.067352	337,824
Other Revenue		789,750
Total Revenue		2,681,102
Combined Rate		0.37708

Certified

**PROPOSED FY 2011 / 2012
ADMINISTRATION**

ACCT #	ADMINISTRATION	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011/2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
PERSONNEL							
1-10-8000	Salary and Wages	151,441	181,603	181,603	182,125		182,125
1-10-8200	Benefits	16,310	22,790	22,790	21,385		21,385
1-10-8100	Overtime Wages	0	5,000	5,000	5,000		5,000
1-10-8250	Workers' Compensation	515	533	533	576		576
1-10-8300	Medicare	2,196	2,974	2,974	2,786		2,786
1-10-8400	Health Insurance	13,516	18,720	18,720	19,800		19,800
1-10-8600	Contingency	0	18,500	18,500	5,000		5,000
	<i>Sub-Total - Personnel</i>	183,977	250,120	250,120	236,672	0	236,672
1-10-6000	Office Supplies - general	3,723	5,500	5,500	5,500		5,500
1-10-6010	Postage	2,788	5,000	5,000	5,000		5,000
1-10-6015	Printing	2,786	3,000	3,000	3,000		3,000
1-10-6016	Printing Projects (External)	417	2,000	2,000	2,000		2,000
1-10-6030	Copy Machine Lease	1,282	1,550	1,550	1,400		1,400
1-10-6017	Economic Development	0	3,000	3,000	3,000	(3,000)	0
1-10-6018	Economic Development-Other	0	2,000	2,000	2,000	(2,000)	0
1-10-6050	Data Processing tax stmts	1,241	1,500	1,500	1,300		1,300
1-10-6055	Central Appraisal District	9,086	12,000	12,000	12,100		12,100
1-10-6065	Legal notice - advertisement	5,450	6,500	6,500	6,500		6,500
1-10-6060	Election Costs	75	8,500	8,500	8,500	3,000	11,500
1-10-6040	Newsletter expenses	12,017	25,000	25,000	25,000		25,000
1-10-6025	Website maintenance	3,000	5,000	5,000	5,000		5,000
1-10-6020	Computer upgrade and software	7,299	8,000	8,000	12,000		12,000

**PROPOSED FY 2010 / 2011
ADMINISTRATION**

ACCT #	ADMINISTRATION	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011/2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-10-6090	Council food/supplies	3,892	6,000	6,000	6,000	(4,000)	2,000
1-10-6035	Office Equipment	0	3,500	3,500	3,500	(1,500)	2,000
1-10-6095	City Council Contingency	105,449	105,449	105,449	0	37,000	37,000
1-10-6070	County Filing Fees	96	500	500	500		500
1-10-7400	Legal Fees	62,204	115,000	115,000	115,000	(5,000)	110,000
1-10-7300	Auditor Fees	9,000	10,000	10,000	10,000		10,000
1-10-7600	Tech support	21,385	10,000	10,000	20,000		20,000
1-10-7700	Codification Services	200	1,500	1,500	1,500	(750)	750
1-10-6930	Other-	4,451	6,000	6,000	6,000	(1,000)	5,000
1-10-6920	Contingency	5,120	10,000	10,000	10,000	(5,000)	5,000
1-10-6045	Memberships/subscrip tions/dues	2,699	2,600	2,600	3,200		3,200
1-10-7905	Training (P&Z and council)	11,118	9,500	9,500	12,000	(2,000)	10,000
1-10-7900	Staff Training	9,793	15,000	15,000	15,000	(2,000)	13,000
	Records Mangement	17,118	17,145	17,145	5,500		5,500
PS Request	IPADs & Monitors				10,500	(10,500)	0
PS Request	Modular Front door				12,000	(12,000)	0
PS Request	Part-time Employee- Laserfiche				10,000	(10,000)	0
TOTAL ADMINISTRATION		485,666	650,864	650,864	569,672	(18,750)	550,922

PROPOSED FY 2011 / 2012

POLICE DEPARTMENT

ACCT #	Police Department	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
PERSONNEL							
1-20-8000	Salary and Wages	333,304	407,338	407,338	404,714		404,714
1-20-8200	Benefits	35,826	46,737	46,737	45,370		45,370
1-20-8100	Overtime Wages	0	2,000	2,000	2,000		2,000
1-20-8250	Workers' Compensation	11,104	11,490	11,490	14,235		14,235
1-20-8300	Medicare	4,833	6,080	6,080	5,897		5,897
1-20-8400	Health Insurance	36,751	43,680	43,680	46,200		46,200
	Sub-Total Personnel	421,818	517,325	517,325	518,416		518,416
1-20-6460	Uniforms/Officer Equipment	4,006	2,400	2,400	4,000		4,000
1-20-7900	Training	8,428	11,000	11,000	11,000		11,000
1-20-6045	Memberships and subscriptions	2,009	3,100	3,100	3,500		3,500
1-20-6410	Vehicle operation and maintenance	12,767	8,000	8,000	10,000	(2,000)	8,000
1-20-6200	Fuel/Wash/Oil/Tracking	28,847	27,000	27,000	39,000		39,000
1-20-6420	Camera and in-car video equipment/supplies	0	1,000	1,000	1,000		1,000
1-20-6430	Departmental Equipment	996	1,000	1,000	1,000		1,000
1-20-6440	Crime Scene Equipment/supplies	213	500	500	500		500
1-20-6445	Crime Prevention	8	500	500	1,000		1,000
1-20-6100	Communications	7,062	9,000	9,000	9,000		9,000
1-20-6450	CCSC - Dispatch Service	23,273	23,600	23,600	19,730	0	19,730
1-20-6470	Child Abuse Task Force	2,481	2,750	2,750	2,750		2,750
1-20-6000	Office Equipment and Supplies	1,621	2,000	2,000	2,000		2,000

PROPOSED FY 2011 / 2012**POLICE**

ACCT #	Police Department	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-20-6455	CCSC - Inmate Boarding	1,954	1,500	1,500	3,000		3,000

PROPOSED FY 2011 / 2012

POLICE

ACCT #	Police Department	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-20-6010	Printing	332	1,000	1,000	1,000		1,000
1-20-6345	Electronic Repair	150	1,000	1,000	2,000		2,000
1-20-6475	"800" MHz Radios	0	1,000	1,000	1,000		1,000
1-20-6020	Computer Equipment & Software	1,861	4,000	4,000	4,000		4,000
1-20-7800	Liability and Property Insurance	8,676	10,000	10,000	10,000		10,000
1-20-6340	Utilities	3,447	3,000	3,000	4,500		4,500
	Tuition Reimbursement	354	3,000	3,000	3,000		3,000
1-20-6465	Animal Control	4,720	5,500	5,500	6,000		6,000
PS Requests	New Vechicles (2)		0	0	64,000		64,000
PS Requests	Thermal Imaging (2)		0	0	12,000	(12,000)	0
PS Requests	New Employee		0	0	60,000	(60,000)	0
PS Requests	Bullet Proof Glass		0		11,000	(11,000)	0
PS Requests	Traffic Calming Solution		0	0	5,000	(5,000)	0
TOTAL POLICE		535,024	639,175	639,175	809,396	(90,000)	719,396

**PROPOSED FY 2011 / 2012
MUNICIPAL COURT**

ACCT #	MUNICIPAL COURT	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011/2012 PROPOSED BUDGET
	PERSONNEL						
1-30-8000	Salary and Wages	21,295	25,264	25,264	24,794		24,794
1-30-8200	Benefits	2,362	2,831	2,831	2,780		2,780
1-30-8250	Workers' Compensation	64	66	66	74		74
1-30-8300	Medicare	309	366	366	360		360
1-30-8400	Health Insurance	2,625	3,120	3,120	3,300		3,300
	Sub-Total Personnel	26,654	31,647	31,647	31,308		31,308
1-30-7100	Judge Fees	5,240	6,420	6,420	6,420		6,420
1-30-6000	Court Office Expense	655	1,000	1,000	1,000		1,000
1-30-7111	Prosecuting Attorney Salary	4,500	6,000	6,000	6,000		6,000
1-30-6510	Court Refunds and Jury Cost	1,026	1,800	1,800	1,800		1,800
1-30-6520	State Court Costs	37,135	87,500	87,500	65,000		65,000
1-30-6020	Court Tech Fund	14,769	15,000	15,000	7,500		7,500
1-30-7900	Training Expense	264	1,000	1,000	1,250		1,250
1-30-6545	Food and Supplies	97	250	250	250		250
1-30-6080	Security Fund	5,505	8,500	8,500	1,500		1,500
	TOTAL MUNICIPAL COURT	95,846	159,117	159,117	122,028	0	122,028

**PROPOSED FY 2011 / 2012
FIRE DEPARTMENT**

ACCT #	Fire Department	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-40-6300	Medical Director	488	2000	2000	2000		2,000
1-40-6100	Communications - Pagers	2,457	6,500	6,500	3,500		3,500
1-40-6310	Medical Transport	30,705	35,000	35,000	35,000		35,000
1-40-6320	Dispatch Services	28,063	27,500	27,500	28,000		28,000
1-40-6340	Gas, Oil, Propane & Electric	17,053	20,000	20,000	20,000		20,000
1-40-6350	Equipment Service & Maintenance	5,884	6,500	6,500	7,500		7,500
1-40-6360	Uniforms	4,347	5,000	5,000	6,000		6,000
1-40-7900	Training	9,987	8,500	8,500	15,000		15,000
1-40-6370	Software licensing Fees	3,048	5,000	5,000	5,000		5,000
1-40-6045	Professional Memberships	2,276	2,000	2,000	2,500		2,500
1-40-6200	Vehicle Operation & Maint	14,984	14,500	14,500	17,500		17,500
1-40-6000	Office Equipment & Supplies	542	1,000	1,000	1,000		1,000
1-40-6010	Printing and Postage	1,234	500	500	1,200		1,200
1-40-6380	Building Maint & Upgrades	817	1,000	1,000	2,000		2,000
1-40-6365	Replacement Gear	18,259	20,000	20,000	20,000		20,000
1-40-6315	Medical Supplies	4,224	3,000	3,000	4,000		4,000
1-40-6390	Capital Equipment Purchases	2,995	3,000	3,000	3,000		3,000

**PROPOSED FY 2010 / 2011
FIRE DEPARTMENT**

ACCT #	Fire Department	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-40-6305	Fire Marshall Expense	11	500	500	250		250
1-40-6325	Reimbursement per Call	14,858	20,000	20,000	35,000	(10,000)	25,000
1-40-6395	Radio & Air Tank Replacement	3,973	26,000	26,000	20,000		20,000
1-40-6345	Consumable Fire Suppression and Hazmat Supplies	504	1,500	1,500	1,000		1,000
1-40-7810	Workers' Compensation	1,933	2,000	2,000	2,100		2,100
1-40-7820	Fire Department AD&D	6,266	6,300	6,300	6,300	0	6,300
1-40-6375	Inoculations/Physicals /Drug Screens	600	1,500	1,500	1,000		1,000
1-40-7800	Liability and Property Insurance	4,451	6,000	6,000	6,000		6,000
PS Request	Concrete Pad 20x20				10,000	(10,000)	0
PS Request	Overhaul Engine 1				4,000	(4,000)	0
PS Request	Used Vehicle (PD)	0	0	0	3,000	(1,000)	2,000
TOTAL FIRE DEPARTMENT		179,958	224,800	224,800	261,850	(25,000)	236,850

**PROPOSED FY 2011 / 2012
BUILDING AND CODE ENFORCEMENT**

ACCT #	BUILDING & CODE ENFORCEMENT	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010 / 2011 ANTICIPATED EXPENSES	2011/ 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011/ 2012 PROPOSED BUDGET
PERSONNEL							
1-50-8000	Salary and Wages	57,801	68,238	68,238	67,300		67,300
1-50-8200	Benefits	6,212	7,579	7,579	7,478		7,478
1-50-8250	Workers' Compensation	442	457	457	538		538
1-50-8300	Medicare	838	989	989	976		976
1-50-8400	Health Insurance	5,250	6,240	6,240	6,600		6,600
	Sub-Total Personnel	70,543	83,503	83,503	82,892	0	82,892
1-50-7900	Training and Education	706	2,000	2,000	2,000	(500)	1,500
1-50-6020	Computer Software and Upgrades	0	1,000	1,000	1,000		1,000
1-50-6100	Communications	749	1,000	1,000	1,000		1,000
1-50-6045	Memberships/Dues/ Subscriptions	166	500	500	500	(250)	250
1-50-6910	Miscellaneous Supplies	205	1,000	1,000	1,000	(500)	500
1-50-6940	Uniforms	300	300	300	300		300
1-50-6200	Vehicle fuel, oil, wash and tracking	2,567	3,600	3,600	3,600	(600)	3,000
1-50-7800	Liability and Property Insurance	334	450	450	450		450
	TOTAL BUILDING & CODE	75,569	93,353	93,353	92,742	(1,850)	90,892

**PROPOSED FY 2011 / 2012
PARKS RECREATION**

ACCT #	PARKS & RECREATION	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010 / 2011 ANTICIPATED EXPENSES	2011/ 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011/ 2012 PROPOSED BUDGET
1-55-6800	Dues & Memberships	0	250	250	250	(250)	0
1-55-6810	Preserve & Trails	123,248	180,000	180,000	25,000		25,000
1-55-6820	Consulting/Engineering	0	2,500	2,500	1,250	(750)	500
1-55-6830	Site Improvements	0	1,500	1,500	1,500	0	1,500
1-55-6840	Routine Maintenance	840	2,500	2,500	2,500		2,500
1-55-6850	Open House	0	1,500	1,500	1,500		1,500
1-55-6860	Scouting Projects	0	500	500	3,000	(1,000)	2,000
1-55-6870	Parking Lot Upgrade	0	0	0	0		0
TOTAL PARKS AND RECREATION		124,087	188,750	188,750	35,000	(2,000)	33,000

PROPOSED FY 2011 / 2012

PUBLIC WORKS

	Public Works	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010 / 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011/ 2012 PROPOSED BUDGET
PERSONNEL							
1-60-8000	Salary and Wages	48,533	56,555	56,555	56,162		56,162
1-60-8200	Benefits	5,248	6,390	6,390	6,347		6,347
1-60-8250	Workers' Compensation	1,799	1,861	1,861	2,246		2,246
1-60-8300	Medicare	704	820	820	814		814
1-60-8400	Health Insurance	7,350	8,736	8,736	9,240		9,240
	Sub-Total Personnel	63,634	74,362	74,362	74,810	0	74,810
1-60-6600	Administration	0	10,000	10,000	10,000		10,000
1-60-6610	Street Maintenance and Repair	29,824	304,738	304,738	300,000	0	300,000
1-60-6630	Median Expenses	9,080	8,000	8,000	9,000		9,000
1-60-6640	Drainage Expenses	3,130	50,000	50,000	50,000	(25,000)	25,000
1-60-6650	Public Safety and signage	1,907	9,600	9,600	9,000		9,000
1-60-6340	Utilities	2,604	5,400	5,400	4,500		4,500
1-60-6660	Tools and Equipment	3,027	10,000	10,000	10,000		10,000
1-60-6670	Vehicle and Tractor Expense	18,120	10,000	10,000	12,000		12,000
1-60-6675	Mower/Fuel	3,955	3,000	3,000	3,000		3,000
1-60-7200	Engineering Fees	4,676	50,000	50,000	25,000		25,000
1-60-7500	GIS Computer Services	2,328	5,000	5,000	5,000		5,000
1-60-7800	Liability and Property Insurance	775	1,045	1,045	1,045		1,045
PS Request	New Trucks - (2)				50,000	(50,000)	0
PS Request	Lawn Mowers - (2)				20,000		20,000
PS Request	Small Tractor (Rental)				40,000	(36,000)	4,000
TOTAL PUBLIC WORKS		143,060	541,145	541,145	623,355	(111,000)	512,355

**PROPOSED FY 2011 / 2012
CITY PROPERTY**

ACCT #	City Property	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010/ 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011/ 2012 PROPOSED BUDGET
1-65-6710	Maintenance and Operations	25,625	21,200	21,200	25,000		25,000
	Communications	5,816	4,800	4,800	7,000		7,000
	Utilities	9,613	19,000	19,000	12,500		12,500
1-65-6720	Improvements	10,571	20,000	20,000	20,000		20,000
1-65-7800	Liability and Property Insurance	7,537	9,350	9,350	9,350		9,350
TOTAL CITY PROPERTY		59,161	74,350	74,350	73,850	0	73,850

**PROPOSED FY 2011 / 2012
FUTURE CAPITAL IMPROVEMENTS**

ACCT #	Future Capital Improvements	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010 / 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET (Before Adjustments)	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
1-85-9220	Future Capital Improvements	0	20,000	20,000	20,000	(16,015)	3,985
TOTAL FUTURE CAPITAL IMPROVEMENTS		0	20,000	20,000	20,000	(16,015)	3,985

**PROPOSED FT 2011 / 2012
GENERAL FUND - SUMMARY**

Acct #	Revenue Sources	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED REVENUE	2010 / 2011 ANTICIPATED REVENUE	2011 / 2012 PROPOSED BUDGET	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
	FUND BALANCE - Reserves				0	40,000	40,000
RESTRICTED	FUND BALANCE-Security Fund	0	8,500	8,500	1,500		1,500
RESTRICTED	FUND BALANCE-Technology Fund	0	15,000	15,000	7,500	0	7,500
RESTRICTED	FUND BALANCE-Restricted Funds (Streets)	0	300,000	300,000	0	0	0
	Grant from TPW - Trails	0	135,000	135,000	0	0	0
	Grant from County - Trails	0	23,000	23,000	12,500	0	12,500
1-10-4100	Current year taxes (M&O)	1,405,313	1,414,159	1,414,159	1,553,528	0	1,553,528
1-10-4101	Curent year taxes (I&S)	450,872	453,673	453,673	337,824	0	337,824
1-10-4120	Delinquent taxes	11,242	8,400	8,400	8,400	0	8,400
	Penalty & Interest	10,016	11,600	11,600	11,600		11,600
1-10-4130	Building Permits	141,920	120,000	120,000	160,000	0	160,000
1-10-4140	Franchise and use fee	190,922	200,000	200,000	200,000	0	200,000
1-10-4150	Special Use permits	1,000	1,000	1,000	1,000	0	1,000
1-10-4160	Filing Fee	1,410	1,000	1,000	1,000	0	1,000
1-10-4170	Fines	123,894	175,000	175,000	130,000	0	130,000
1-10-4500	Interest Income	72,044	68,500	68,500	26,350	0	26,350
1-10-4190	Other Income	83,798	8,800	8,800	90,000	0	90,000
1-10-4224	Sales Tax	74,714	90,000	90,000	90,000	0	90,000
	Mixed Beverage Tax	3,181	2,400	2,400	2,400	0	2,400
1-10-4400	Alarm Registrations/permits	7,205	6,000	6,000	7,500	0	7,500
	State of Texas Training	1,047	1,000	1,000	0	0	0
	County Fee for Child Safety	2,934	2,200	2,200	0	0	0
	TOTAL REVENUE - CITY	2,581,510	3,045,232	3,045,232	2,641,102	0	2,681,102

	ACTUALS AS OF: 9/2/2011	2010/2011 BUDGETED EXPENSES	2010 / 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED BUDGET	ADJUSTMENTS	2011 / 2012 PROPOSED BUDGET
BUDGET EXPENSES						
Administration (General Government)	485,666	650,864	650,864	569,672	(18,750)	550,922
Police Department	535,024	639,175	639,175	809,396	(90,000)	719,396
Municipal Court	95,846	159,117	159,117	122,028	0	122,028
Fire Department	179,958	224,800	224,800	261,850	(25,000)	236,850

**PROPOSED FY 2010 / 2011
GENERAL FUND - SUMMARY**

Building & Code Enforcement	75,569	93,353	93,353	92,742	(1,850)	90,892
Parks & Recreation	124,087	188,750	188,750	35,000	(2,000)	33,000
Public Works	143,060	541,145	541,145	623,355	(111,000)	512,355
City Property	59,161	74,350	74,350	73,850	0	73,850
Capital Improvement Fund	0	20,000	20,000	20,000	(16,015)	3,985
Debt Service	453,678	453,678	453,678	337,824	0	337,824
Total Expenses	2,152,049	3,045,232	3,045,232	2,945,717	(264,615)	2,681,102

2010 / 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED EXPENSES
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TOTAL M & O EXPENSES	2,591,554	2,343,278
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M&O Expenses	2,343,278
Other Revenue	789,750
Revenue needed	1,553,528
Taxable Value	501,577,999

M & O TAX RATE 0.309728

2010 / 2011 ANTICIPATED EXPENSES	2011 / 2012 PROPOSED EXPENSES
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TOTAL DEBT SERVICE EXPENSES	453,678	337,824
TAXABLE VALUE		501,577,999

Debt Service Tax Rate	0.067352
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Taxable Value	501,577,999
Total Tax Rate	0.37708

Tax rate increase (cents)	0.0000
Deficit	0

Capital Requests	90,000
Difference	(90,000)

\$ 50,830= one cent



Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	September 6, 2011
Budgeted Amount:	N/A	Department/ Requestor:	Finance/Boyd
Fund Balance-before expenditure:		Prepared by:	Johnna Boyd
Estimated Cost:	N/A	Date Prepared:	8/31/2011
Exhibits:	1) Ordinance 673		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 673 ADOPTING AN AD VALOREM TAX RATE FOR THE YEAR 2011 AT A RATE OF \$0.37708.

SUMMARY

Tax rate remains unchanged from previous year.

POSSIBLE ACTION

- ☐ Move to approve Ordinance 673 as written
- ☐ Move to approve Ordinance 673 as amended
- ☐ Move to table

Inter - Office Use			
Approved by:			
Department Head:	<i>Johnna Boyd</i>	Date:	<i>9-2-11</i>
City Attorney:	<i>prepared</i>	Date:	<i>9/2/2011</i>
City Administrator:	<i>[Signature]</i>	Date:	<i>9-2-11</i>

ORDINANCE NO. 673
(Adopting a Tax Rate for 2011-2012)

AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS LEVYING THE AD VALOREM TAXES FOR THE YEAR 2011 (Fiscal Year 2011-2012) AT A RATE OF \$0.37708 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER AS OF JANUARY 1, 2011, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF PARKER; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. There be and is hereby levied for the year 2011 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Parker, and not exempt by the Constitution of the State and valid State laws, a tax of **\$0.37708** on each one hundred dollars (\$100) assessed valuation of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Parker, a tax of **\$0.309728** on each one hundred dollars (\$100) assessed value on all taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Parker, not otherwise provided for, a tax of **\$0.067352** on each one hundred dollars (\$100) assessed value of taxable property within the City of Parker, and shall be applied to the payment of interest and maturities of all such outstanding debt.
- (c) **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.15 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$24.24.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2011, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2012. There shall be no discount for payment of taxes prior to February 1, 2012. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

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

(b) Provided, however, a tax delinquent on July 1, 2012 incurs a total penalty of twelve per cent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2011 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2010 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2009 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. Taxes are payable in Parker, Texas, at the City of Parker, City Hall Offices. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

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

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

SECTION 6. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

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

DULY PASSED by the City Council of the City of Parker, Texas, on the 6th day of September, 2011.

APPROVED:

Joe Cordina, Mayor

ATTESTED:

Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney



Council Agenda Item

Budget Account Code:	Meeting Date: September 6, 2011
Budgeted Amount:	Department/ Requestor: City Secretary/Smith
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: 8/31/2011
Exhibits:	1) Contract and Quote from ES&S 2) Contract and Quote from Dominion

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON VENDORS FOR MAY 2012 ELECTION EQUIPMENT.

SUMMARY

At the August 29 meeting Council requested staff bring back contracts for the rental of election voting equipment from ES&S and Dominion. The two contracts for review are attached below.

Legal staff has reviewed and had the following comments:

ES&S Contract Review:

Quoted Cost \$4,579.42, expires 9/30/2011

The ES&S contract issues include

- a. The warranty is limited to repair or replacement of the equipment, with several exceptions, including normal wear and tear.
- b. The term of the lease period begins 30 days in advance of the election, and may not include any necessary runoff. As we should know more than 30 days in advance of an election whether we will need one, this may be acceptable.
- c. The limit of the company's liability is similar to Dominion's---an amount equal to the rental paid.
- d. The contract is not clear on how the equipment is to be programmed for each election. it appears from the "services" portion of the agreement there is some onsite support, but for the day of the event. How is early voting programming and support handled?

There are other issues to be resolved, such as transferring data to the county, etc.

Dominion Contract Review:

Quoted Cost \$9,000.00, expires 11/18/2011

The draft lease omits the following desirable terms-

- a. A cancelation at minimal cost should the election be canceled.
- b. A statement of the performance and features of the machines as to data input, reports available, compatibility with other (Collin county) systems, etc.
- c. Dominion has the right to cancel for any reason with 30 days notice.
- d. Prices and terms
- e. For insurance provisions, the alleged value of the equipment.
- f. Alternate remedy in the event of equipment failure in addition to the simple return of rental.
- g. Venue and jurisdiction in Collin County.

There may well be other issues. These are a good start.

Jim

POSSIBLE ACTION

- ☐ Move to approve authorize the Mayor to enter into a contract with _____ (vendor) for Rental of election voting equipment for the May 2012 general election at a cost of \$ _____.
- ☐ Move to table

Inter - Office Use			
Approved by:			
Department Head:	<i>Carrie Smith</i>	Date:	<i>9/2/2011</i>
City Attorney:	<i>Comments Received</i>	Date:	<i>9/2/2011</i>
City Administrator:	<i>Jeff Hays</i>	Date:	<i>9-2-11</i>



ElectNOW™

Rental Program

RENTAL OF EQUIPMENT AND SALE OF SERVICES

Description of Rental Equipment, Software and Services. The following constitutes all Rental Equipment, Software and Services to be provided by PES to Customer under this Agreement:

Quantity	Item Description	UOM	Price
Tabulation Hardware			
	Touch Screen Tabulator		
3	USED iVotronic ADA Terminal (Includes Booth, Supervisor PEB, Headset, and 512MB Flashcard)	Kit	Included
1	USED iVotronic ADA Terminal (Includes Booth, Supervisor PEB, Headset, and 512MB Flashcard) - Add On Election Day Unit	Each	Included
	Election Day Supplies Kit:		
4	Paper Roll (Election Day)	Each	Included
6	Tamper Seals Red (Election Day)	Each	Included
6	Tamper Seals Blue (Election Day)	Each	Included
6	Seals (Election Day)	Each	Included
	Early Voting Supplies Kit:		
4	Paper Roll (Early Voting)	Each	Included
4	Tamper Seals Red (Early Voting)	Each	Included
10	Tamper Seals Blue (Early Voting)	Each	Included
10	Seals (Early Voting)	Each	Included
3	Printer Pack (thermal printer only)	Each	Included
4	512MB Flash Cards (Additional)	Each	Included
4	Supervisor PEB's (Additional)	Each	Included
Services			
1	Professional Services Day	Day	Included
1	Travel Charge	Event	Included
1	Ballot Layout, Coding, and Voice Files. Includes English & Spanish Language Election Day Definition Burned to Media Coding Elements Up To The Following Quantities: 1 - Ballot Type 2 - Precincts 5 - Contests and/or Issues 15 - Candidates and/or Responses 2 - Propositions/Amendments or Instructions 2 - Ballot Faces	Each	Included
X	Shipping and Handling		Included
	Rental Solution Fee Per Election		\$4,579.42

Covered Elections (Up to Four (4) Total Elections:
May 2012

Payment Terms:

\$4,579.42 Due April 1, 2012

Quantity**Item Description****UOM****Price**

The parties hereby agree that this Rental Solution and the Rental Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the rental of ES&S System products and services. Further, the undersigned Customer hereby agrees to rent such ES&S products and services from ES&S as set forth herein. The undersigned Customer hereby agrees to the ES&S System Rental Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this rental. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the County/State as set forth above.

County/State Name	City of Parker, TX
County Contact Person	Garrie Smith
Address	5700 E Parker Rd
City	Parker
State	TX
Zip	75002
Phone number	972.442.6811 x235

Customer Signature

Title

Print Name

ES&S Signature

Title

Print Name

**RENTAL OF EQUIPMENT AND SALE OF SERVICES
GENERAL TERMS**

TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT

1. **Description of Rental Equipment, Software and Services.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license as well as provide certain services to Customer, and Customer agrees to pay for such rental and/or license of, the ES&S Equipment, ES&S Firmware and ES&S Software as well as pay for those services requested by the Customer as described on the attached Purchase Order ("Purchase Order"). The payment terms for the rental and/or license of the ES&S Equipment, ES&S Firmware and ES&S Software as well as the payment terms for those services purchased by the Customer are set forth on the attached Purchase Order.
2. **Items Included in Rental Equipment.** In addition to the Rental Equipment set forth on the Purchase Order, ES&S will also provide Customer with copies of operating instructions, user manuals and training materials for the Rental Equipment ("Rental Equipment Documentation"). Certain items included in the Rental Equipment may have been manufactured by parties other than ES&S; any such items are separately identified in the Purchase Order and are collectively known as "Non-ES&S Rental Equipment". Customer acknowledges and agrees that, except for the payment to ES&S of the amount dues under the Purchase Order which is attributable to the Non-ES&S Rental Equipment, all of its rights and obligations with respect to the Non-ES&S Rental Equipment flow from and to the manufacturers, lessors or other vendors of the Non-ES&S Rental Equipment (collectively the "Third Party Rental Equipment Vendors"). Customer further acknowledges that it has received copies of all applicable Third Party Rental Equipment Vendor Documentation, warranties and other applicable information regarding its rights and obligations with respect to the Non-ES&S Rental Equipment.
3. **Warranty.** ES&S warrants that any ES&S-manufactured equipment included in the Rental Equipment ("ES&S Equipment") will perform in accordance with the specifications set forth in the Rental Equipment Documentation and will be free from defects in material and workmanship under normal use and service for the Rental Term (the "Warranty Period"). ES&S' sole obligation under this Section 3 shall be to repair or replace the ES&S Equipment or the applicable parts thereof, at its sole expense, at Customer's location or at ES&S' facilities, as determined by ES&S in its sole discretion. Any repaired or replaced ES&S Equipment or parts thereof shall be warranted only for the unexpired term of the original Warranty Period. All replaced ES&S Equipment or parts thereof will become the property of ES&S on an exchange basis. The warranty provided by ES&S under this Section 3 does not apply to and shall not require ES&S to repair or replace any item (i) which requires repair or replacement due to normal wear and tear, (ii) which has been repaired, altered or transported by persons other than ES&S authorized representatives, (iii) from which any serial number has been removed, defaced or changed, (iv) which is damaged due to accident, disaster, theft, vandalism, neglect, abuse, use for a purpose other than the purpose for which such item is designed or use which is not in accordance with instructions furnished by ES&S, (v) which has been subjected to physical, mechanical or electrical design alterations or any conversion by persons other than ES&S personnel, (vi) which has been used by any person other than Customer's employees or persons under Customer's direct supervision; (vii) which has been used in a site not meeting the specifications as provided by ES&S; (viii) with respect to ES&S scanning equipment, has been used with ballots other than ES&S copyrighted ballots; or (ix) with respect to ES&S scanning equipment, have been used with ballot code stock other than ballot code stock supplied or approved by ES&S.
4. **Rental Payments.** The rental payment for each item included in the Rental Equipment for the Rental Term (defined below) is set forth in the Purchase Order and the total amount thereof shall be paid in accordance with the terms set forth on the Purchase Order. Customer shall notify ES&S if it desires to rent additional items of Rental Equipment. If ES&S agrees to rent such items to Customer, the parties shall amend the Purchase Order of this Agreement to include such items within the definition of "Rental Equipment" and Customer shall pay to ES&S rental payments for each such item at ES&S' then-current rental rates.
5. **Rental Term.** The period during which Customer shall rent the Rental Equipment from ES&S shall be in effect from **Thirty (30) days prior to the scheduled election event (a scheduled election event does not include any run-offs associated with such scheduled election event) through thirty (30) days following the covered election event as identified on the Purchase Order**, unless earlier terminated pursuant to this Agreement (the "Rental Term"). The Rental Term shall terminate upon the first to occur of (i) a breach of any provision herein applicable to the Rental Equipment which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the nonbreaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer's applicable governmental authority to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S liquidated damages equal to the present value of the remaining monthly amounts owing hereunder, discounted at the rate of 8% per annum. Further, in the event of a termination by the Customer in accordance

with Section 5(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the Rental Equipment to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the Rental Equipment to ES&S no later than ten (10) calendar days following the termination of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the Rental Equipment is returned to ES&S in accordance herewith.

TERMS AND CONDITIONS RELATING TO SOFTWARE

6. Grant of License.

- a. In General. ES&S hereby grants to Customer a nonexclusive and nontransferable license during the Rental Term to Use (defined below) the Software which the Customer has designated on the Purchased Order.
- b. Third Party Software. Customer acknowledges that ES&S does not own the Software designated on the Purchase Order as "Third Party Software" or the accompanying operating instructions, user manuals and training materials relating thereto (the "Third Party Software Documentation") (the ES&S Software Documentation and the Third Party Software Documentation sometimes collectively the "Software Documentation"). Customer further acknowledges that, except for the payment of license fees attributable to the Third Party Software and the Third Party Software Documentation (collectively the "Non-ES&S Software Items"), which shall be paid directly to ES&S pursuant to the Purchase Order, all of its rights and obligations with respect to the Non-ES&S Software Items flow from and to the vendors of the Non-ES&S Software Items (the "Third Party Vendors"). Customer further acknowledges that it has received copies of all applicable license agreements for the Non-ES&S Software Items from the Third Party Vendors. None of the Non-ES&S Software Items has been independently authenticated in whole or in part by ES&S, and none of ES&S' representations, warranties, covenants or agreements set forth herein apply with respect to the Non-ES&S Software Items unless otherwise specifically stated herein.
- c. Definition of Use. For purposes of this Agreement, the term "Use" shall mean the right to copy or utilize all or any portion of the instructions or data of the ES&S Software from tangible media supplied by ES&S ("Tangible Media"). The ES&S Software may be used only for internal purposes and shall not be used by, for, or on behalf of, third parties. "Use" shall also mean the right to retain and consult the ES&S Software Documentation. Customer's right to Use the ES&S Software and the ES&S Software Documentation shall not include the right to do any of the following:
 - i. Copy, in whole or in part, any ES&S Software (except for backup and archive purposes and provided that no more than one copy may be in existence at any one time for such purposes), any Tangible Media or any ES&S Software Documentation;
 - ii. Reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the ES&S Software or the structural framework of the ES&S Software;
 - iii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or the ES&S Software Documentation, in whole or in part, to or by any third party without Licensor's prior written consent;
 - iv. Modify, enhance or otherwise change the ES&S Software;
 - v. Use the ES&S Software except as specified in the ES&S Software Documentation or as otherwise authorized by ES&S in writing; or
 - vi. Use the ES&S Software on more items of Designated Equipment unless authorized in writing by ES&S.

7. Fees. The license fees for the ES&S Software, the ES&S Software Documentation, the Third Party Software and the Third Party Documentation (collectively the "Licensed Items") for the Rental Term are set forth on the Purchase Order and shall be paid in accordance with the payment terms set forth on the Purchase Order.

8. Term; Termination. The license granted herein shall become effective on the date the ES&S Software is delivered to the Customer (the "Start Date") and shall remain in force during the Rental Term. Upon termination of the license, Customer shall immediately return the ES&S Software and any other Confidential Information in its possession or under its control

(including any and all copies) to ES&S. Termination of the license pursuant to this provision is in addition to any other remedies available to ES&S at law or in equity.

9. **Title: Copyright Notice.** Customer acknowledges and agrees that: (a) all right, title and interest in and to the ES&S Software, the ES&S Software Documentation and the Tangible Media is owned by ES&S, and Customer has only a limited license to Use such items during the Software License Term. Customer agrees not to challenge ES&S' right, title and interest in and to the ES&S Software, the ES&S Software Documentation or the Tangible Media and to notify ES&S immediately if it becomes aware of any such challenge. Customer shall include the copyright and proprietary rights notices which are set forth on each item of Tangible Media on any copies of the Software which are made from such item of Tangible Media. Likewise, Customer shall include the copyright and proprietary rights notices which are set forth on each item of Documentation on any copies thereof.
10. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses. Licensee further agrees that its obligations pursuant to this Section 11 shall survive and continue after the termination of this Agreement.

TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT AND SOFTWARE

11. **Limitation on Liability.** ES&S' total liability to Customer for any losses, damages, costs or expenses of any nature, whether direct or indirect, arising from or relating to ES&S' performance of this Agreement or the products or services provided by ES&S hereunder, shall be limited to the aggregate amount paid by Customer to ES&S for the product(s) or services(s) that caused the losses or damages or are the subject matter of the claim or cause of action. By entering into this Agreement, Customer agrees to accept responsibility for (i) the selection of the Rental Equipment and Software to achieve Customer's intended results; (ii) the use (Use) of the Rental Equipment and Software; (c) the results obtained from the use of the Rental Equipment and Software; and (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Rental Equipment or Software.
12. **Shipment: Title and Risk of Loss.** ES&S will ship the Rental Equipment and Software by common carrier to Customer on a date mutually agreed upon by ES&S and Customer, and risk of loss with respect to the Rental Equipment and Software shall pass to Customer when such items are delivered to Customer's place of business. Title to the Rental Equipment shall remain in ES&S. ES&S shall also bear the risk of loss with respect to the Rental Equipment (except that Customer shall bear the risk of loss with respect to, or damage to, the Rental Equipment which is caused by fire, the elements, theft, vandalism, negligent or intentional acts of Customer's employees or other events which are within the control of Customer). During the period in which this Agreement is in effect, Customer shall, at its sole expense, maintain the Rental Equipment in good operating condition and repair and protect the Rental Equipment from deterioration other than normal wear and tear and shall procure and maintain insurance on the Rental Equipment to adequately insure the risks of loss for which Customer is responsible hereunder. Upon request, Customer shall provide ES&S with copies of any and all policies procured and maintained by Customer insuring Customer's risks of loss hereunder. Customer shall not use the Rental Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the Rental Equipment or affix to or install on the Rental Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the Rental Equipment from the place where it was originally installed without ES&S' prior written consent and shall make the Rental Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of Rental Equipment to any real property if, as a result thereof, such item of Rental Equipment will become a fixture under applicable state law.
13. **Background Checks.** ES&S certifies that a criminal background check has been or will be performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support with regard to the voting system equipment associated with this Agreement in order to determine if there are any findings that would prevent the employee(s) from performing their assigned duties.



Dominion Voting | 1.866.654.VOTE (8683) |
Dominion Voting Systems
1201 18th Street, Suite 210
Denver, CO 80202

Date: 8/18/11

QUOTE

To: City of Parker, Texas
Carrie Smith - 972-442-6811
email: csmith@parkertexas.us

From: Steven Bennett, Regional Sales Manager (909) 362-1715

Subj: Elections Rental

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
1	4	AVTSX R7 Rental Kit	\$750.00	\$3,000.00
2	1	Election Database Programming with Audio (English and Spanish)	\$2,000.00	\$2,000.00
3	1	Onsite Technical Support (Testing and Training)	\$2,000.00	\$2,000.00
4	1	Onsite Technical Support (Election Day)	\$2,000.00	\$2,000.00
5			\$0.00	\$0.00
6			\$0.00	\$0.00

Additional Terms:

1. All translation and/or audio must be tested by the requesting jurisdiction.
2. Rush Orders / Weekend Deadlines - Extra charges may apply.
3. Penalties (up to \$100.00 per day) will be charged if the Customer fails to provide ballot information to DVS at agreed upon deadlines.
4. AVTSX Kit includes Phone Cords, Power Cords, Keys & PCMCIA Memory cards
5. Rental units will be returned by the customer at the customers expense in the condition that is was received unit, power cord, keys and shipping material
6. All items must be returned no later than 30 days after the election date or additional charges may apply
7. Additional Daily Charges may apply if additional onsite support is required
8. Shipping charges will be charged at the current rates at the time of shipping
9. Database programming may be subject to change depending on the size of election. Price listed above is quoted at the minimum charge. Additional pricing structure is available upon request.

Total	\$9,000.00
--------------	-------------------

Remarks: This quote is valid for 90 days and subject to change based upon contract terms and conditions or change in configuration. By signing this quote, you are authorizing Dominion Voting Systems to process your order and bill once services or equipment are delivered at the prices listed above. Additional contract agreements may be required for large orders over \$25,000 or rental equipment.

Customer Signature _____

Date _____

Print Name _____

HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT

This **Rental, Software License and Services Agreement** (hereafter the "Agreement") dated this ___ day of _____, 2011 (hereafter the "Effective Date") is made by and between _____ located at _____ (hereafter "Customer") and Dominion Voting Systems, Inc. located at 1201 18th St., Suite 210, Denver, CO 80202 (hereafter "Dominion"). This Agreement may refer to Dominion and Customer together as the "Parties," or may refer to Dominion or Customer individually as a "Party."

1. **Composition of Agreement.** Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following Sections, together with Exhibit A:

Exhibit A: Hardware Rental, Services, and Pricing Summary

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:
 - 2.1. "Documentation" means the operating instructions, user manuals or training materials for the Dominion Hardware and Software.
 - 2.2. "Dominion Software" means software licensed by Dominion to the Customer.
 - 2.3. "Hardware" means Dominion's proprietary voting system hardware as specified in Exhibit A herein.
 - 2.4. "Licensed Software" means the Dominion Software and Third-Party Software, collectively, together with any user manuals or other associated documentation as described in Section 6 herein.
 - 2.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Dominion.
 - 2.6. "Third Party Software" means manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software.
3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall expire thirty (30) days subsequent to the completion of the services described in Exhibit A herein. The payment terms of Section 5, to extent of any payments are still due, shall survive any expiration or termination of this Agreement in accordance with their respective terms.
4. **Dominion's Responsibilities.**
 - 4.1. Dominion shall provide the Customer with the licensed hardware and software, and the services described in Exhibit A (Rental, Services and Pricing Summary).

- 4.2. Dominion shall grant to the Customer a non-exclusive, non-transferable, license ("License") to use the Dominion Software and Hardware provided by Dominion pursuant to Section 6 of this Agreement.

5. Customer's Responsibilities.

- 5.1. In consideration for the products, licenses and services described in this Agreement, Customer shall pay the amounts specified in Exhibit A herein upon receipt of the Dominion invoice. Invoices shall be paid in a timely manner and no later than thirty (30) calendar days from the Customer's receipt of the invoice. Customer is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.
- 5.2. Customer shall provide Dominion with physical accommodations reasonably required for Dominion to perform its obligations, including premises access, electrical power, and data connectivity.
- 5.3. Customer shall be responsible for the following:
- 5.3.1. Dominion must receive a Customer executed Agreement no later than thirty (30) days prior the first deliverable item as described in Exhibit A.
 - 5.3.2. Dominion must receive Customer's ballot information and associated files no later than thirty (30) days prior first deliverable item as described in Exhibit A.
 - 5.3.3. Customer understands the proposed Agreement does not include the expenses related to recounts or any other services not specifically described in Exhibit A herein. Should such services be necessary, Dominion shall provide a quote to cover the additional fees.
- 5.4. Customer is solely responsible for assuring all relevant state and local laws, ruling and ordinances are complied with in regard to the use of Dominion's system for any Customer election, including all associated election guidelines and applicable election due dates. Notwithstanding any other provision in this Agreement to the contrary, Customer shall defend, indemnify and hold Dominion harmless from and against any and all claims, demands, damages, injuries, expenses (including reasonable attorneys' fees and court costs) and liability arising in connection with the Customer's responsibility pursuant to this Section 5.4.
- 5.5. Customer shall retain all original rental equipment packaging, inclusive of inner plastic bags and ties, to eliminate or reduce the expenses of repackaging supplies required to return the equipment upon completion of rental. Should customer fail to do so, Customer shall be responsible for the expenses related to Dominion's replacement of such packing materials.

6. Hardware Rental, License and Use.

- 6.1. Hardware. Dominion agrees to rent the Hardware to Customer during the Term as described in Exhibit A herein.
- 6.2. License. Upon mutual execution of this Agreement, Dominion grants Customer a non-exclusive license, without the right to transfer or sublicense, to use, during the Term, solely for the Customer's own internal business purposes and solely in conjunction with the Dominion software and hardware.
- 6.3. Third Party Software. The System may include Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party License Agreements by Customer's first use of the System.
- 6.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use the Dominion Software outlined in Exhibit A herein, and agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.
- 6.5. Prohibited Acts. The Customer shall not, without the prior written permission of Dominion:
 - 6.5.1. Transfer or copy onto any storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
 - 6.5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software or Hardware in whole or in part;
 - 6.5.3. Alter or modify the Software or Hardware in any way or prepare any derivative works of the Software or any part of parts of the system;
 - 6.5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software or Hardware, or fail to reproduce the same on any lawful copies of the Software.
- 6.6. Proprietary Rights. Customer acknowledges and agrees that Dominion owns the Dominion Hardware, Dominion Software, all documentation and training materials provided by Dominion, the design and configuration of the Dominion Hardware and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Dominion Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. Dominion

likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Dominion which are protected by law and are of substantial value to Dominion.

7. Limited Warranties.

- 7.1. **Dominion Software and Hardware.** Dominion warrants that, during the term of this agreement, the Software and Hardware will function substantially in accordance with the Specification. If the Customer believes that the Software or Hardware is not functioning substantially in accordance with the Specifications, the Customer shall provide Dominion with written notice of the material failure within ten (10) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. Dominion shall use reasonable efforts to correct the material failure of the Software or Hardware. The foregoing warranty shall be void in the event of the Software or Hardware (i) has been modified by any party other than Dominion or its licensors or (ii) has been used by the Customer for purposes other than those for which the Software or Hardware was licensed.
- 7.2. **Third-Party Products.** The warranties in this Sections 7 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Dominion shall pass through to the Customer all warranties such manufacturers make to Dominion regarding the operation of such Third-Party Products.
- 7.3. **NO OTHER WARRANTIES.** DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. **Indemnification.** Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the services contemplated by this Agreement. In addition, Customer shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the System licensed, rented and/or leased under this Agreement, in the manner so designated by Dominion.
9. **Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of

business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

10. Liquidated Damages. Dominion shall not be liable for liquidated damages of any kind.

11. Confidential Information.

11.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 11.1. Confidential Information includes all Dominion Software source and object code and written documentation associated therewith.

11.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need to know basis.

11.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

11.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

12. Termination.

12.1. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12.2. Dominion shall have the right to terminate this Agreement for any reason upon thirty (30) days' prior written notice to the Customer. During the notice period, Dominion shall continue to provide the agreed upon services, unless Customer shall direct that Dominion cease all work, in which case the Agreement shall be deemed terminated consistent with the preceding during such notice period.

13. **Risk of Loss Insurance.** Customer shall bear the entire risk of loss or damage to the Hardware and Software. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees prescribed under this Agreement. Customer may, at its own expense and option, obtain and maintain property and casualty insurance for the Hardware and Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Software. All policies for such insurance shall (i) designate Dominion as a named insured and Dominion and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Dominion to at least fifteen (15) days' written notice prior to cancellation or modification of such insurance policy. Customer shall provide Dominion with a certificate of insurance with respect to such policy on or before the time of delivery of the System. Customer shall not be relieved of the obligation to reimburse Dominion for the costs associated with damage or loss to the Hardware and/or Software by failing to obtain the insurance coverage as described above.
14. **Assignment and Right to Subcontract.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
15. **Governing Law.** This Agreement will be construed under the laws of the Customer's State, and the state and federal courts within the Customer's State have non-exclusive jurisdiction for all actions to enforce this Agreement.
16. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 10, 11, 15, 16, 18, and 20 shall survive the expiration or termination of this Agreement.
15. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of Dominion or Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.
17. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

18. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement.
19. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to the Dominion:

Dominion Voting Systems, Inc.
Attn: Office of General Counsel
1201 18th Street, #210
Denver, CO 80202

If to the Customer:

20. **No Third Party Beneficiaries.** Dominion and the Customer agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.
21. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

The remainder of this page is intentionally left blank

Signature page follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

[CUSTOMER'S NAME]

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A
HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND _____

RENTAL SERVICES AND PRICING SUMMARY

Quantity	Service Description	Unit Price	Total Price
Total Price			

Payment Term

Customer shall pay the amounts indicated within 30 days from receipt of Dominion's invoice.



Council Agenda Item

Budget Account Code:	Meeting Date: September 6, 2011
Budgeted Amount:	Department/ Requestor: Public Works/Flanigan
Fund Balance-before expenditure:	Prepared by: Interim City Adm Flanigan
Estimated Cost:	Date Prepared: 8/31/2011
Exhibits:	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO PREPARE BID DOCUMENTS FOR THE FM 2551 WATERLINE PROJECT.

SUMMARY

All easements have been acquired and the construction documents are 90% complete.

POSSIBLE ACTION

- ☐ Move to authorize staff to prepare bid documents
- ☐ Move to table

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffany Flanigan</i>	Date:	9-2-11



Council Agenda Item

Budget Account Code:	Meeting Date: September 6, 2011
Budgeted Amount:	Department/ Requestor: Mayor Cordina
Fund Balance-before expenditure:	Prepared by: Mayor Cordina
Estimated Cost:	Date Prepared: 8/31/2011
Exhibits:	1) Invitation Letter 2) What it means to be a Host Community 3) 2010 Summit Report

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE AMERICAN-JAPAN GRASSROOTS SUMMIT.

SUMMARY

Parker is one of several local municipalities being considered for inclusion in this cultural exchange. As the recipient of the #1 Best Dallas Area Suburb, the distinction of simply being considered is truly an honor reflecting equally on all Parker residents.

The action at this time does not need to be adoption of a resolution, but to "find" a coordinator for the "event" and see if about 10 Parker families would volunteer to host. If we are lucky to find this person we will bring this back to set a Resolution in place.

Joe

POSSIBLE ACTION

- ☐ Move to accept invitation and search for an event coordinator.
- ☐ Move to table

Inter – Office Use			
Approved by:			
Department Head:	<i>Joe Approved by Phone</i>	Date:	<i>9/2/2011</i> <i>CS</i>
City Attorney:		Date:	
City Administrator:	<i>Jeff Ray</i>	Date:	<i>9-2-11</i>



JAPAN-AMERICA SOCIETY OF DALLAS/FORT WORTH

August 21, 2011

The Honorable Joe Cordina
Mayor, City of Parker
5700 E. Parker Rd.
Parker, TX 75002
Via e-mail: jcordina@parkertexas.us

Dear Mayor Cordina:

The Japan-America Society of Dallas/Fort Worth (JASDFW) invites your community to participate in the **22nd America-Japan Grassroots Summit**, which will take place in North Texas from **August 28 to September 3, 2012**. This event will bring 200-250 Japanese people to North Texas to experience American culture. The heart of the program is a three-day/night homestay program in local communities. **We are inviting cities across North Texas to be host communities.**

Because Parker offers a blend of rural heritage and country living with easy proximity to other metroplex attractions, we feel it would be of particular interest to Japanese guests. Moreover, the grassroots exchange offers an unusual opportunity for strengthening mutual understanding and friendships between North Texans and our Japanese visitors.

Each host community will identify a key person to take the lead in recruiting 10-15 host families and organizing local group activities, hospitality, and cultural experiences. Host families will provide three nights of lodging and meals for one or two guests and transportation as needed during the local session, attend activities planned in their community, and generally share their local culture and lifestyle. For more details, see *What It Means to Be a Host Community* and the enclosed report on the 2010 Summit held in the San Francisco Bay Area.

The annual Grassroots Summit is organized by the John Manjiro Whitfield Commemorative Center for International Exchange (CIE) in Tokyo. JASDFW will be the lead host organization in Texas, working in partnership with other organizations and community leaders. **The Honorable J. Thomas Shieffer**, former U.S. Ambassador to Japan, has graciously agreed to serve as Chairman of the Summit.

We request an appointment with you to discuss this opportunity in greater detail and will call your office to set a date and time.

Sincerely,

John M. Stich
Honorary Consul General of Japan at Dallas
Vice-Chairman, America-Japan Grassroots Summit

Anna McFarland
Executive Director

Enclosures

Advisory Council

Ambassador
Michael H. Armacost
Stanford University

Gerard J. Arpey
American Airlines, Inc.

Michael M. Boone
Haynes and Boone, LLP

Joseph M. DePinto
7-Eleven, Inc.

Jeffrey P. Fegan
Dallas-Fort Worth
International Airport

Ambassador
Thomas S. Foley

Makoto Hamada
Fujitsu Network
Communications, Inc.

Senator
Daniel K. Inouye
United States Senate

Ambassador
Ryozi Kato
Nippon Professional Baseball

Mayor Tom Leppert
City of Dallas

Mayor Mike Moncrief
City of Fort Worth

Ambassador
Walter F. Mondale
Dorsey & Whitney LLP

Prime Minister
Yasuhiro Nakasone

Takayuki Okada
NEC Corporation
of America

Ambassador
J. Thomas Shieffer

George Takei

Richard K. Templeton
Texas Instruments
Incorporated

Shoichiro Toyoda
Toyota Motor Corporation

R. Gerald Turner
Southern Methodist
University

Elaine Yamagata
Fort Worth
Japanese Society

Mitsuya Yamamoto
Sanden of America Inc.

11615 Forest Central Drive, Suite 206 LB 26, Dallas, Texas 75243

Tel 214.342.2022 Fax 214.342.1022

www.jasdfw.org e-mail: info@jasdfw.org



**JAPAN-AMERICA SOCIETY
OF DALLAS/FORT WORTH**

**22nd America-Japan Grassroots Summit in Dallas/Fort Worth
August 28 – September 4, 2012***

What It Means to Be a Host Community

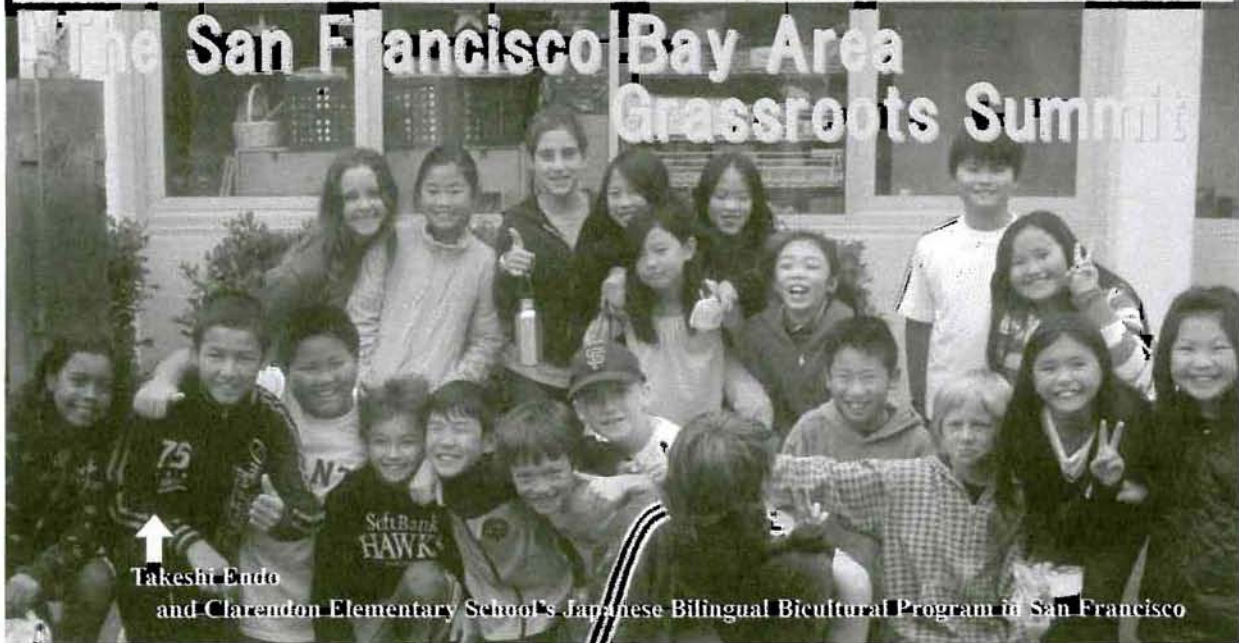
1. Appoint a **key person** to be the main local coordinator and liaison to the Japan-America Society of Dallas/Fort Worth (JASDFW) and Center for International Exchange (CIE).
2. Provide information, including photos, for summit brochures/website etc.
3. Recruit **volunteer host families** in the community to provide 3-night/3-day home-stays for Japanese guests. Help match host families with Japanese visitors.

Host families should expect to:

- Provide 3 nights of lodging and meals (Aug. 30-31, Sept. 1) in their homes for the Japanese guests. Guests are prepared to pay for any meals eaten outside of the home.
 - Provide transportation for the guests while they stay with host families in the local community Aug. 30 – Sept. 2, as well as provide transportation to Dallas on Sept. 2 for the closing ceremony. Hosts are also invited to the closing ceremony.
 - Share/exchange information about each other's culture. Experiencing everyday life in someone's home in a foreign country is the purpose of this program. Keep schedules as routine as possible, while including guests in family activities, such as walks, grocery shopping, sporting or school events, etc.
 - Attend the planned activities in the local community.
 - Take photographs to share with your guests and others at the closing ceremony.
4. Plan and organize three days of **local session programs**, such as outings or events that are specific to the local community or that showcase the community's unique attributes. For example, a rural town might show the workings of a local ranch or farm, a rodeo team or a football team. A lakeside community might organize a day of boating or fishing. Depending on distance from Dallas or Fort Worth, local sessions may also be able to take the Japanese visitors to sites or events in those cities or elsewhere in the Metroplex. Individual host families may also make their own plans.

* Participants depart DFW on Sept. 3 and arrive Tokyo Sept. 4

SBGS Flash Report !



The 20th Grassroots Summit was held in the San Francisco Bay Area from August 24th-30th 2010. 250 people traveled from Japan to participate in the exchange, the largest group in the Summit's history. Managing the large number of people posed many challenges but both the participants and hosts enjoyed themselves very much commenting that "it was an amazing experience" and "I'm so thankful for this opportunity".

Number of people: Approx. 250 from Japan
 Approx. 3200 in total (250 from Japan, host families, volunteers and guests)

Attending Special Events: 1) SF Giants Game - 650
 2) Opening Ceremony - 610
 3) Closing Ceremony - 550

Summit Schedule

8/24 (Tue)	Participants travel from Japan to San Francisco. City sightseeing and SF Giants Game. <The Westin St. Francis>
8/25 (Wed)	Local Tours. Opening Ceremony and Welcome Reception. <The Westin St. Francis>
8/26 (Thu)	Departure for homestay program in local areas. <Home stay>
8/27 (Fri) ~28 (Sat)	Homestay program <Home stay>
8/29 (Sun)	Participants depart homestay locations. Closing Ceremony and Festival in Japantown. <Hotel Kabuki or Tomo>
8/30 (Mon)	Return to Japan / Optional program
8/31 (Tue)	Arrive back in Japan

Sightseeing in San Francisco and the Pioneer Museum (Aug. 24)

After arriving at San Francisco Airport, participants enjoyed a sightseeing tour of the city, including Kanrin-Marui historical sites. This was followed by a speech from Masanori Murakami, a Japanese first Major Leaguer, and a viewing of "The San Francisco Seals Goodwill Tour of Japan 1949" exhibition showcasing Baseball's role in bridging friendship between the US and Japan.



Historic Japanese cemetery
in Colma



Speech from
Masanori Murakami



The Society of CA Pioneers Museum

San Francisco Giants Game (Aug. 24)

The San Francisco Giants organize a special Japanese Heritage Night celebrating the America-Japan Grassroots Summit, inviting the participants to AT&T park to enjoy a Giants vs. Cincinnati Reds baseball game. During the pre game ceremony, Masanori Murakami, Tsunenari Tokugawa, Matthew Perry, Michael Amacost, Taizo Watanabe, and a few others were introduced to the crowd.



Members of the Summit on the field



Video message from Hideki Matsui of LA Angels



Performances by FBC and Sunset Academy of Dance of San Francisco and Yuko Takahashi Dance Company of Miyagi

Local Tours (Aug. 25)

5 Local Tour options by knowledgeable local volunteers were offered to participants who choose areas they would like to visit. Around 40 people chose to stay in San Francisco for a lecture from journalist Fumio Matsuo.



Gold Country Tour



Wine Country Tour



Union Square History and Shopping Tour



Seminar from Fumio Matsuo



Monterey, Carmel, Salinas Tour



Silicon Valley Tour

★Comments from Participants★

I participated in the Monterey, Carmel and Salinas Tour. It felt as if I had travelled back in time to Steinbeck's East of Eden. Mr. Wada, our tour leader, spoke about many things on the tour. I was particularly moved by the stories of the internment of Japanese immigrants during World War II, and the subsequent success of the farms. - S.S.(Ms.)

Opening Ceremony and Welcome Reception (Aug. 25)

The Opening Ceremony was held at the Westin St. Francis hotel. The Japanese Summit participants received a grand standing and dancing welcome as they were led to their seats by a lively performance by the Glide Ensemble Choir. 610 people took part in the Opening Ceremony. Afterwards, the lively Welcome Reception was held on the 32nd floor overlooking the view of the San Francisco City landscape.



Ambassador of Japan to the United States Ichiro Fujisaki *



SBGS Chairman, Ambassador Michael H. Amacost *



CIE Chairman, Ambassador Taizo Watanabe *



Acting Consul General of Japan Hideyuki Mitsuoka *



Mistress of Ceremonies Jan Yanehiro *



Descendants of Captain Whitfield and John Manjiro exchange the Commemorative globe



The 15th Descendant of Tokugawa Shogunate Tsunenari Tokugawa *



The 4th Descendant of Commodore Matthew Perry Dr. Matthew Perry *



The 6th Descendant of Rev. Samuel Damon Julia and Esme Damon *



A video message from Governor Arnold Schwarzenegger *



Tsururu Shamisen Performance by Masato Shibata *



Glide Ensemble *



Yuko Takahashi Dance Company "Waves: A drift in the Pacific" A tribute to Manjiro *

★Comments from Participants★

- The Opening Ceremony was as wonderful as I had expected. I am very grateful to have been able to take part in a summit like this - A.S.(Ms.)
- It was completely unexpected to receive a video message from Governor Schwarzenegger. I was very touched. - A.A. (Ms.)
- With each event I was able to appreciate the dynamic and excitement - J.N. (Ms.)



Breaking of the ceremonial sake barrel *



Rice pounding ceremony *



Welcome party *

Photos with * are offered by web MON San Francisco

Local Sessions Homestay Program (Aug. 26—Aug. 29)

The Local Session program lasted 4 days and 3 nights in 11 different locations around the San Francisco Bay Area. (The number of Japanese participants are listed next to the Regions in brackets below)



1. Marin County (9)



2. Sonoma County (17)



3. Solano County (16)



4. Contra Costa County (19)



5. Alameda County (19)



6. Santa Clara County (25)



7. San Mateo County (7)



8-A. San Francisco County A (21)



8-B. San Francisco County B (22)



8-C. San Francisco County C (10)



9. Japanese American Experience (17)



10. Napa County (10)



11. Gilroy (5)

★Comments from Participants★

- I was nervous before the Summit. But from the moment my host mother and children placed the lei around my neck, I did nothing but smile! I have always liked America, but this trip has increased my fondness even further. On the last day, I did not want to leave so much that I almost cried. — M.A. 14 years old (girl)
- At the elementary school we were able to overcome the language barrier and play with each other. I've made memories that will stay with me forever. My host family took me to many places, and I cried when it was time to leave them. This was the first time in my life to experience emotion like this. Because of this Summit I will try hard with my English study and do my best to be kind to people. T.E. 13 years old (boy)
- This was my second time to participate in the Summit, so I already knew how wonderful it would be but it was magical to be able to experience it with American people who I had never met before and build deep friendships with them. The summit completely ran to the detailed schedule and the 8 days flew by and I have been greatly moved by the experience. R.H.(Mr.)

Closing Ceremony (Aug. 29)

After the local sessions, the Closing Ceremony was held at Hotel Kabuki in Japantown. Including host families, around 550 people participated. With many greetings and salutations from a number of people, after this year's committee was thanked for their work, information on next year's Summit was given. Following this, everyone enjoyed the Bon-Odori Festival in Japantown to celebrate the 150th anniversary of Kanrin-Maru.



CIE-US President,
Richard Wood



Introduction of Regional Leaders
and key volunteers



A Director/Writer of the film
"The Harimaya Bridge"
Aaron Woolfolk



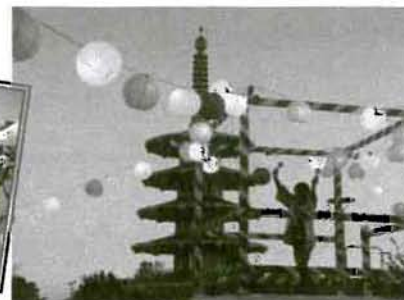
Art Projects



Closing Ceremony



Yosakoi dance in Japantown



Post Summit Optional Program (Aug. 30-)

After the Summit, while some participants flew back to Japan directly from San Francisco, many of the Japanese participants departed for the Post Summit Optional Programs to explore the different cultures of other regions of America and make more friends.



Colorado Springs Homestay



Washington DC Homestay



Fairhaven



Seattle Mariners Game



Extended stay in San Francisco

★Comments from Participants★

- In Washington, Mr and Mrs Owen took me on a tour of the Senate and an art museum. After this we took a drive to Shenandoah National Park. The highlight of the trip was the Japanese-style bath and Japanese dinner party at Taeko's house. I am so thankful for this experience - N.K. (Mr.)
- We visited the school that Manjiro studied at in New Bedford, as well as Captain Whitfield's house and grave. I was surprised and moved by how welcoming and enthusiastic the local people were - T.T. (Ms.)



SBGS 2010
San Francisco Bay Area Grassroots Summit



SBGS Executive Committee
Members



Regional Leaders



Local Tour Leaders



財団法人ジョン万次郎ホイットフィールド記念
国際草の根交流センター
John Manjiro Whitfield Commemorative
Center for International Exchange

GRAND AXE 602, 2-12-18 Koujimachi,
Chiyoda-ku, Tokyo 102-0083, JAPAN
TEL 03-3511-7171 FAX 03-3511-7175
URL: <http://www.manjiro.or.jp>

**CITY COUNCIL
FUTURE AGENDA ITEMS**

	City Council Future Agenda Items			
approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
15	Board and Commission Evaluation Process	20-Sep	Council	Tabled from 8/29 meeting
10	Time Warner Franchise Fees	20-Sep	Shepherd	
15	457 Deferred Comp	20-Sep	Boyd	
15	Allied Waste	20-Sep		Brenda requested a meeting with Council to discuss possible rate increases at 8/16 meeting
15	Qrtly Parks Report	October	Sterk/Flanigan	Last report was June 21, 2011
15	Qrtly Allied Report	October		per contract - Quarter ending September
30	Boards and Commission Roles and Duties	October	Council	Tabled from 8/29/2011.
5	Official Newspaper for the City	October	Smith	State mandate
30	Appointments to Boards and Commissions	November	Sumrow/ Marshall	
15	Annual approval of investment policy	November		State mandate
15	Appointment of investment officers	November		
15	Amend Resolution 2011-336 - Newsletter Committee and Processes	October	Smith	Names need to be removed and only titles used. Font requirements need to be amended.
30	Appointment of Fire Marshall	TBD	Sheff	Chris Reinke retired.
15	policy for credit card changes	TBD	Boyd	Allison requested a policy on changes to credit cards at the 8/9 meeting
15	Mowing cost analysis and options	Spring 2012	Flanigan	Item requested at 8/16 meeting - prior to purchase of tractors
15	plans and review of Personnel Committee's recommendations on Ordinance 481 regarding retirement plans for City employees.	TBD	Boyd	Allison requested

**CITY COUNCIL
FUTURE AGENDA ITEMS**

	City Council Future Agenda Items			
approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
10	Adoption of City Emergency Management Plan	TBD	Sheff	
30	Sale of Fire Engine 10	TBD	Sheff	Council requested at 8/29, staff will discuss issue first