



AGENDA

CITY COUNCIL MEETING OCTOBER 4, 2011 @ 6:00 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday October 4, 2011 at 6:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION

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

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
 - A. Govt. Code 551.074— Personnel—to deliberate the appointment, employment, evaluation, reassignment, or duties, of a public officer or employee---City Administrator, Assistant City Administrator, City Secretary, Finance/HR Manager, Police Chief, Police Officers, Court Clerk, Building Official, Water Department Employees, Administrative Assistant, Utility Billing Clerk, Mayor and Councilmembers.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

PLEDGE OF ALLEGIANCE

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

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

PUBLIC COMMENTS The City Council invites any person with business before the Council 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 SEPTEMBER 20, 2011.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ELECTRONIC VOTING EQUIPMENT FOR THE MAY 2012 GENERAL ELECTION.
6. PRESENTATION OF PARKS AND RECREATION COMMISSIONS QUARTERLY REPORT.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRESERVATION OF THE BARN IN THE PRESERVE.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON STAGE 3 WATER RESTRICTIONS PURSUANT TO NORTH TEXAS MUNICIPAL WATER DISTRICT CONSERVATION AND DROUGHT CONTINGENCY PLAN REGULATIONS.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE PURCHASE OF POLICE VEHICLES.
10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-349 APPROVING CERTIFIED TAX ROLL FOR JANUARY 1, 2011.
11. REPORT AND PRESENTATIONS TO FIRE DEPARTMENT VOLUNTEERS REGARDING DEPLOYMENT TO RECENT WILDFIRES.

ROUTINE ITEMS

12. FUTURE AGENDA ITEM REQUESTS.

- a. Discuss holiday Council meeting schedule.

13. UPDATES

- a. Department updates – Building Department, Police Department, Animal Control, Finance, and Website

14. 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 30, 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
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: October 4, 2011
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 9/26/2011
Exhibits:	1) Proposed Meeting Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES
FROM SEPTEMBER 20, 2011.

SUMMARY

Please review the proposed meeting minutes. If you have any questions or comments do not hesitate to contact me.

Carrie

POSSIBLE ACTION

- Move to approve the minutes as written.
- Move to approve the minutes as amended.
- Move to table the minutes to a future meeting.

Inter - Office Use

Approved by:	<i>Carrie Smith</i>	Date:	<i>9/28/2011</i>
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>TJ Flay</i>	Date:	<i>9-29-11</i>

MINUTES
CITY COUNCIL MEETING
September 20, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Cordina called the meeting to order at 7:03 p.m. with Councilmembers Leamy, Evans and Levine present. Sumrow and Marshall were absent. A quorum was present.

Staff Present: City Attorney James Shepherd, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, and Police Chief Tony Fragoso.

PLEDGE OF ALLEGIANCE

American Pledge: Mayor Cordina led the pledge.

Texas Pledge: Councilmember Levine 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 public comments.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM SEPTEMBER 6, 2011.

Councilmember Levine requested page 3, item 9, paragraph 3 to be amended to read “The *proposed* action ...”

MOTION: Councilmember Levine moved to approve as amended. Councilmember Leamy seconded with Councilmembers Leamy, Evans and Levine voting for. Motion carried 3-0.

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

Anna McFarland, Executive Director for Japan-America Society of Dallas/Fort Worth and Elaine Browning, Board Member discussed the purpose of the summit and need for host communities.

The Japan-America Grassroots Summit is an annual large-scale meeting of Japanese and American citizens, held alternately in Japan and America. The summit aims to strengthen the peaceful relationship between Japan and America by fostering grassroots friendships. The Summit is managed jointly by the CIE (Center for International Exchange) and the Summit Volunteer Committee. Additional information can be found on their website www.jasdfw.org.

Information on becoming a host community was provided. (See exhibit 5A) The event will be held August 28 – September 3, 2012.

Council will seek residents interested in participating in the three-day/night home stay program. If there is an interest among Parker residents Council will begin a search for an event coordinator.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 674 ADOPTING THE FY 2011-2012 WATER AND SEWER BUDGET.

Finance/HR Manager Boyd noted no changes have been made to the water/sewer budget since the budget work session.

City Attorney Shepherd noted the water/sewer budget will not be approved by separate ordinance in the future. The ordinance for the general budget will clearly include language approving the water/sewer budget. This is just procedural and has been approved with the general fund budget in previous years.

MOTION: Councilmember Evans moved to adopt Ordinance 674 approving the fiscal year 2011-2012 water and sewer budget. Councilmember Levine seconded with Councilmembers Leamy, Evans and Levine voting for. Motion carried 3-0.

Councilmember Levine noted the proposed purchase of the water meters and meter reading equipment is to be brought back to Council for action.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-347 REGARDING TIME WARNER FRANCHISE PEG FEES.

City Attorney Shepherd's written statement -

"Parker currently receives a franchise fee of approximately 6.2% from Time Warner Cable. The Texas Legislature amended the law in the last legislative session to require those cities receiving the normal 5% fee, plus a 1% PEG fee to specifically account for the PEG fee, and restrict the use of the 1% PEG fee to expenditures for PEG qualified expenses. Those expenses are primarily for a dedicated cable TV channel for the city's public, education, or governmental (PEG) uses.

As Parker does not have a TV channel, nor would it appear the 1% fee would be sufficient to pay for one, a change is needed. It would be possible, but not advisable, to continue to assess the 1% fee, place the proceeds into a specific

reserve account, and be unable to expend those fees except for PEG expenses the City does not have.

To do so would be logical if the Council felt the legislature would reverse course in a future session, and allow the accrued funds to be expended for non-PEG City expenses. Or, that the City could request a TV channel qualifying for PEG.

The total Time Warner Franchise fee for the last year was \$13,867.83. See attached spreadsheet for details. The SICFA amount shown is the PEG fee.

The Council can provide the taxpayers with a small reduction in their Time Warner invoices by waiving the 1% PEG fee, and retaining the remaining franchise fee of approximately 5%.

Possible action could include:

1. *Pass Resolution 2011-347, as modified from the form proposed by Time Warner. The result is a waiver of the 1% fee, and retention of the 5% fee.*
OR
2. *Create a restricted account, and place all funds collected equal to the 1% PEG fee into that account. Expenditures would be limited to authorized PEG expenses.*

While I intend to review PURA and the bill that amended it a bit more prior to the Council meeting, I would recommend option 1, above.”

MOTION: Councilmember Levine moved to approve Resolution 2011-347 electing not to require the remittance of a PEG fee. Councilmember Leamy seconded with Councilmembers Leamy, Evans and Levine voting for. Motion carried 3-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ELECTRONIC VOTING EQUIPMENT FOR THE MAY 2012 GENERAL ELECTION.

City Attorney Shepherd has been in contact with ES&S and was able to negotiate a few changes to the contract. However, there are still significant issues with the contract.

Collin County has contacted staff and they have found additional equipment at a much lower cost. They will provide new cost estimates in mid-October. The previous estimates were worst case scenario and we may see much lower costs.

City Attorney Shepherd will continue negotiations with ES&S. He will talk with Dominion as well. This item is to be brought back with an update at the October 4 meeting.

ROUTINE ITEMS

9. FUTURE AGENDA ITEM REQUESTS.

- Purchase of water meters/meter reader equipment

- Implementation of stage 3 water conservation.

10. UPDATES

Newsletter is in progress and currently on schedule.

11. ADJOURN

Mayor Cordina adjourned the meeting at 8:25 p.m.

APPROVED:

Joe Cordina
Mayor

ATTESTED:

Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the 4th day of
October, 2011.

INSERT EXHIBITS
5A-Grassroots Summit



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

**City of Parker
Attn Tax Collector
5700 East Parker Road
Parker, TX 75002**

Due Date: 08/15/11

**Vendor 132094
ACH Vendor #TAS0000093-1**

Q2 2011

Net Ad Sales	\$ 5,106.85
Shopping	226.24
Cable	\$ 53,773.36

Total Revenue Basis	<u>\$59,106.45</u>
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Franchise Fee 5%	\$ 2,955.32
SICFA 1%	\$ 591.06

TOTAL FRANCHISE FEE BASIS	<u>\$ 62,652.84</u>
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Total Franchise Fee Due	<u>\$ 3,132.64</u>
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Less: FF Overpayment Adjustment	\$ (210.00)
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Total Franchise Fee Due	<u>\$ 2,922.64</u>
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Total Franchise Fees - Ad Sales	\$ 270.66
Total Franchise Fees - Cable	\$ 2,651.98

Total SICFA Due	<u>\$ 626.53</u>
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Total SICFA - Ad Sales	\$ 54.13
Total SICFA - Cable	\$ 572.40

TOTAL PAYMENTS DUE	<u>\$ 3,549.17</u>
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Basic Subscribers:	224
Total Subscribers:	420,486
Percentage of Subscribers	0.053%

Other Cable Related Revenue
Home Shopping Account 49030 \$ 424,693.17 \$ 226.24



Council Agenda Item

Budget Account Code:	1-10-6060	Meeting Date:	October 4, 2011
Budgeted Amount:	11,500	Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	J Shepherd
Estimated Cost:	undetermined	Date Prepared:	9/30/2011
Exhibits:	1) Revised and Original Contract from ES&S 2) Revised and Original Contract from Dominion		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ELECTRONIC VOTING EQUIPMENT FOR THE MAY 2012 GENERAL ELECTION.

SUMMARY

1) The attached contract appears to be the final position of ES&S. The price stated is for the general election only. A runoff would be the same amount, charged again.

2) We have received a revised contract and a new quote from Dominion's Regional Sales Manager Steven Bennett. The revised price for the May 2012 election of \$7000, a saving of \$2000 from their original quote.

Collin County has not completed their revised cost estimate; we expect to receive it by mid-October.

Jim

POSSIBLE ACTION

POSSIBLE ACTION

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	<i>by Emalie</i>	Date:	<i>9/30/11</i>
City Administrator:	<i>Taff Gray</i>	Date:	<i>9-30-11</i>

9/30/0011
EXHIBIT TM1

Elect

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			
3	Touch Screen Tabulator 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
4	Election Day Supplies Kit: 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
4	Early Voting Supplies Kit: 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			<u>\$4,579.42</u>

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

May 2012 - includes Early Voting; Election Day

May 2012 (RUNOFF) - includes Early Voting; Election Day

Payment Terms:

\$4,579.42 Due April 1, 2012

\$4,579.42 Due 30 days prior to scheduled runoff date

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	Carrie 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.


Elect
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:

<u>Quantity</u>	<u>Item Description</u>	<u>UOM</u>	<u>Price</u>
Tabulation Hardware			
3	Touch Screen Tabulator 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
4	Election Day Supplies Kit: 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
4	Early Voting Supplies Kit: 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			<u>\$4,579.42</u>

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	Carrie 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

9/30/2011
EXHIBIT 2

DOMINION VOTING SYSTEMS



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

Date: 9/30/11

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) one day	\$2,000.00	\$2,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$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 per Election	\$7,000.00
--------------------	------------

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. A quote for a runoff election (including early voting) is to be included on Exhibit A.

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. **During the term of this Agreement, Dominion shall use all commercially reasonable means to repair or replace the Hardware so that each item thereof operates in conformity in all material respects with its specifications. Dominion will use all commercially reasonable means to replace or repair a defective or malfunctioning Hardware unit during a period or early voting, and on election day.**

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, as found by a court of competent jurisdiction. 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**.

Comment [DVS1]: It is very important to keep the indemnifications provisions in place for all rental or lease agreements.

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 and Customer shall each have the right to terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party. During the notice period, Dominion shall cease all work, in which case the Agreement shall be deemed terminated consistent with the preceding during such notice period. Termination more than 45 days prior to the election date ~~the equipment date~~ (as in the example of no election being necessary as a result of no contested positions on the ballot), shall result in no charges to the Customer, and a refund of any prior payments made by Customer to Dominion. [In the event the Customer terminates the agreement pursuant to this Section 12.2, Dominion shall be reimbursed for all reasonable costs incurred prior to receiving written notice of termination.](#)

13. Risk of Loss Insurance. Customer shall bear the entire risk of loss or damage to the Hardware and Software while in Customers possession, or while in transit if on a common carrier selected by Customer. 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 for six months.

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 f 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

**DOMINION
VOTING**

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

ORIGINAL

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 it 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



Council Agenda Item

Budget Account Code:	Meeting Date: October 4, 2011
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Joe Sterk
Estimated Cost:	Date Prepared:
Exhibits:	1)

AGENDA SUBJECT

PRESENTATION OF PARKS AND RECREATION COMMISSIONS QUARTERLY REPORT.

SUMMARY

P&R Chairperson Sterk will give the Council the quarterly report.

POSSIBLE ACTION

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Hays</i>	Date:	9-30-11



Council Agenda Item

Budget Account Code:	Meeting Date: October 4, 2011
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: J FLANIGAN
Estimated Cost:	Date Prepared:
Exhibits:	1) Secretary Ellison's Notes from September 28 meeting

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PRESERVATION OF THE BARN IN THE PRESERVE.

SUMMARY

POSSIBLE ACTION

Move to approve the Parker Historical Society Barn Restoration Project with P&R's recommended conditions.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiff Hagan</i>	Date:	9-30-11

MINUTES

PARKS AND RECREATION COMMISSION

September 28, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

The Parker Parks and Recreation Commission met on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

Chairman Sterk called the meeting to order at 7:05 p.m.

Roll Call

Council present:

<input checked="" type="checkbox"/>	Chairperson Sterk
<input checked="" type="checkbox"/>	Vice Chairperson Houx
<input checked="" type="checkbox"/>	Secretary Ellison
<input type="checkbox"/>	Commissioner Bailey
<input type="checkbox"/>	Commissioner Sims

<input checked="" type="checkbox"/>	Commissioner Blaydes
<input checked="" type="checkbox"/>	Commissioner Stachiw
<input type="checkbox"/>	Alternate Asiatico
<input type="checkbox"/>	Alternate Vacant
<input type="checkbox"/>	Alternate Vacant

Staff present:

<input checked="" type="checkbox"/>	Assistant City Administrator Jeff Flanigan
<input checked="" type="checkbox"/>	Others(s): Council Member Eleanor Evans, Mayor Joe Cordina

PLEDGE OF ALLEGIANCE

Commissioner Houx led the American Pledge and the Texas Pledge.

PUBLIC COMMENTS

None

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE MEETING MINUTES FOR AUGUST 31, 2011
 - This item was tabled as the minutes were not available.
2. CONSIDERATION AND/OR APPROPRIATE ACTION ON THE BARN RECOMMENDATIONS

- Chairperson Sterk stated that the reason Al Johnson recommends an open structure is that if someone is injured or something bad happens in a closed structure that has been built, the city is liable.
- Commissioner Blaydes described the barn restoration design that he and Bob Heath (Parker Historical Society) developed (see Appendix 1). The bottom 1/3 of the barn has cattle panels, which provide support, but can also be seen through to eliminate safety issues. The panels are 42 inches tall, but can be cut to any height. The doors on the sides could also have cattle panels turned vertically to allow viewing the interior of the barn, but not entry. Entry would be available through the front of the barn with potentially a gravel path in the middle of the barn. Commissioner Blaydes stated that Bob Heath had suggested also adding picnic tables under the side awnings. He also noted that using the cattle panels will not be an issue with regards to achieving historical status.
- Linda Nelson (Parker Historical Society) stated that the Parker Historical Society has embraced this design. She also stated there are multiple types of historical markers, so it should be possible to get some type of marker.
- Secretary Ellison asked about the impact of the barn on the long range plan. Chairperson Sterk responded that after reviewing the plan with Al Johnson, there is adequate space for both the barn and the pavilion.
- Commissioner Stachiw asked about how the project would be funded. Linda Nelson responded that Bob Heath is donating the majority of the requirements. An additional \$2,000 is required; \$1,100 of this has already been raised.
- Ed Standridge (Parker Historical Society) stated that if the project is approved; it is still a Parks & Recreation Commission project. There will be volunteers needed for clean-up and construction.
- Linda Nelson stated that a lot work has been done to get to this point and there is a lot of work to be done. They acknowledge that this is in Parks & Recreation Commission purview. Assuming a positive vote, we need to work together. Bob Heath is going to supply the majority of tools; however if large equipment is needed, that still needs to be figured out.
- Commissioner Houx stated that she had heard the Parker Historical Society is not sure how difficult this project will be and questioned what happens if the project is started and then major issues are identified.
 - Ed Standridge responded that Bob Heath and Commissioner Blaydes had looked at the barn and feel that it is appropriate to move forward.
 - Linda Nelson responded that it would be appropriate to set milestones and criteria for moving forward with the project. Once the project is approved, there will be a planning period to determine the best way to move forward. Progress reports

would be provided as part of the project.

- Jeff Flanigan stated that once the project is approved, the project would be planned by Bob Heath and the City Building Department to ensure proper design, etc.
- Linda Nelson stated that if the project is not approved the \$1,000 donation that was received would be returned. The remaining funds would be kept since they were received from sale of a picture.
- Chairperson Sterk asked for additional comments from the Parks & Recreation commission and none were offered.

MOTION: Commissioner Sterk moved that Parks & Recreation recommend that City Council approve the Parker Historical Society Barn Restoration Projection under the following conditions:

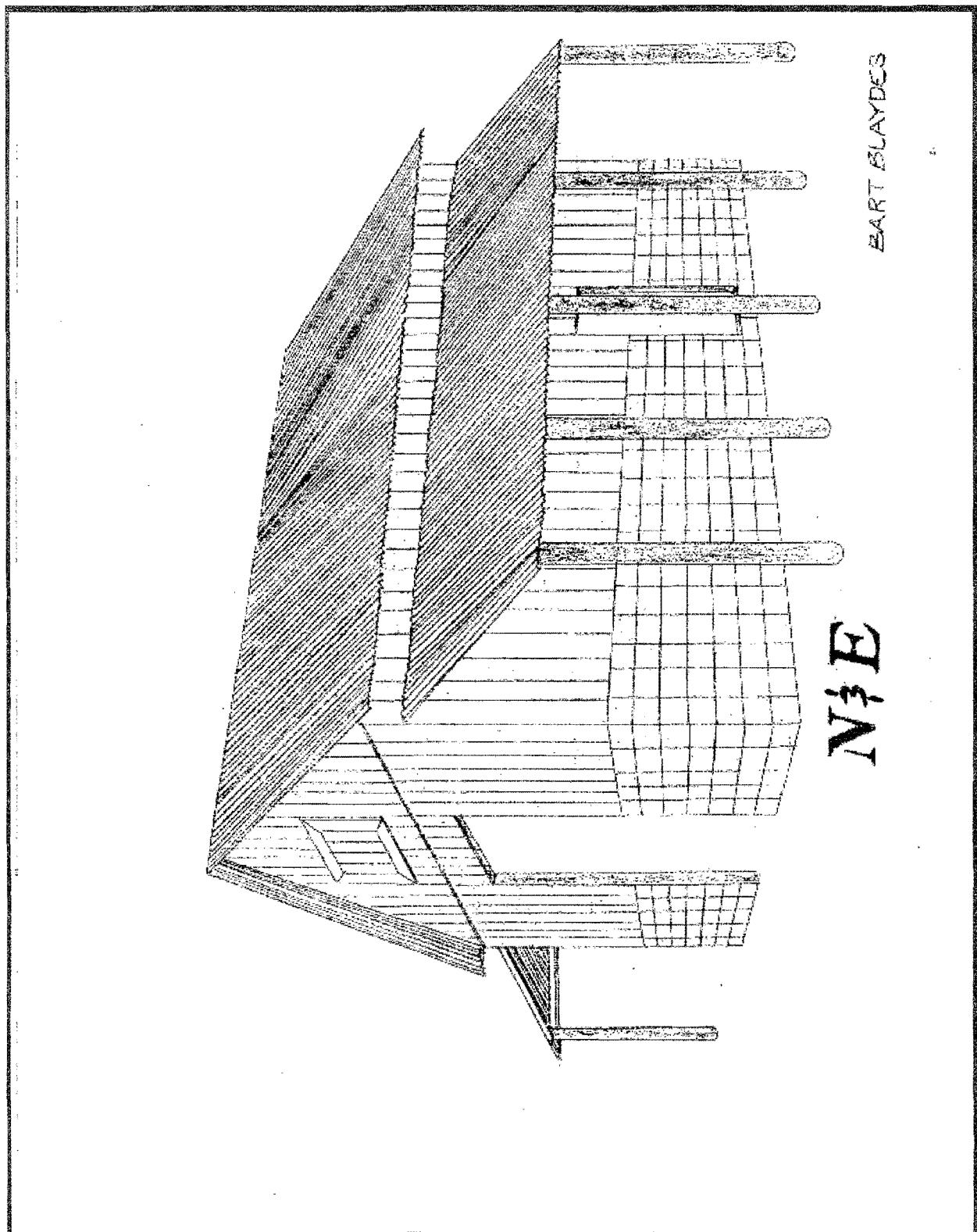
- The barn restoration will follow the design developed by Bob Heath and Bart Blaydes
- There is a legal review of the project
- Parker Historical Society will work with Parks & Recreation Commission and Jeff Flanigan to complete the project
- The barn restoration be in the current location of the barn

Commissioner Houx seconded, and the motion carried 6 to 0.

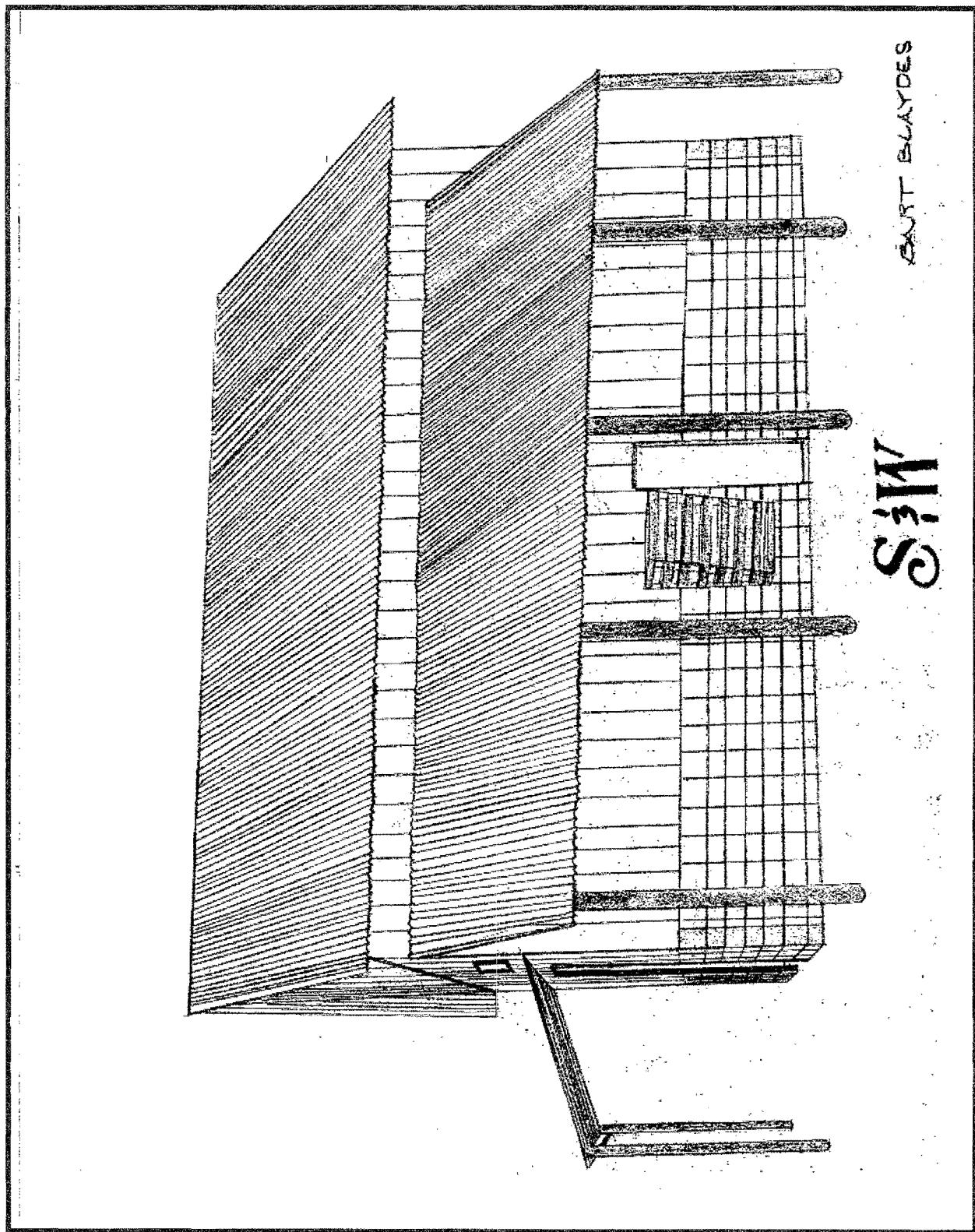
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SCOUT PROJECTS

- Commissioner Stachiw stated there are two scouts requesting projects and the projects she is are of include:
 - The Preserve gazebo needs to be painted
 - The Preserve well needs to be stained
- Chairman Sterk stated that scouts painting would need some type of supervision.
- Jeff Flanigan noted that planting trees is not a good idea since we are in a drought condition.
- Commissioner Houx suggested progress markers along the trail and plant identifiers
- Chairman Sterk suggested cleaning/repair of the bird houses. He also stated that any project on the approved list can be coordinated and started through Jeff Flanigan.
- Commissioner Stachiw will coordinate with Jeff Flanigan and the scouts to select projects on the approved list.

Appendix 1: Barn Restoration Design



Appendix 1: Barn Restoration Design



Appendix 2: Notes from 9/26/11 Open House Sub-Committee Meeting

Parks and Recreation Commission - Board Meeting -9/28/2011

Follow-up to Open House Sub-Committee Meeting of 9/26/11

Bounce House - Spoke with Texas Sumo and they do not rent just bounce houses. She suggested an obstacle course good for all ages at a cost of \$495.00 for three hours and they would rent a bounce house to go along with it for an additional \$90.00

Spoke with another company called Bounce House Buddies (recommended by TS). They had many options:

15 x 15 Castle Bounce House \$90.00 + tax + 45.00 delivery

Multicolor Special Includes the above, a snow cone machine, cups, spoons, two tables and 12 chairs for \$189.00 + tax + \$45.00 delivery

Popcorn Machine \$65.00 +tax + \$45.00 includes table only -popcorn and bags extra

The length of time we have the items does not affect the price

Guest Speaker - I contacted the Living Material Center in Plano. It is part of PISD and as such, it would be a bit more complicated to engage them as we are not a school function so they suggested to try the

The Blackland Prairie Raptor Center in Lucas - I have contacted them by phone and e-mail but have not heard back.

Balloon Artist - I have contacted Krisite McKay by phone and e-mail but have not heard back yet. She has been at the PVFD and charged \$150.00 for two hours. Do not know if that has changed.

Food - Road Hog BBQ -Skip and Susan Smoot - they are also providing the food for the Corinth Church and I wanted to see what they are providing, cost and what time they are working for the church. Have not heard back yet.



Council Agenda Item

Budget Account Code:	Meeting Date: October 4, 2011
Budgeted Amount:	Department/ Requestor: Water Department
Fund Balance-before expenditure:	Prepared by: J Flanigan
Estimated Cost:	Date Prepared: 9/30/2011
Exhibits:	1) Ord. 648

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON STAGE 3 WATER RESTRICTIONS PURSUANT TO NORTH TEXAS MUNICIPAL WATER DISTRICT CONSERVATION AND DROUGHT CONTINGENCY PLAN REGULATIONS.

SUMMARY

Officials with the North Texas Municipal Water District (NTMWD) have initiated Stage 3 of the *NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan, March 2008, (Plan)*, which goes into effect November 1. The goal of Stage 3 is a 10% reduction in water use and increased awareness in ongoing water conservation efforts.

"The U.S. Drought Monitor anticipates the drought will persist or intensify through December 2011, so we are concerned about the declining water levels of our reservoirs," said Jim Parks, executive director of NTMWD. "Conservation is a must, especially when it comes to watering your lawns. Stage 3 means consumers are allowed to water their lawns only once every two weeks." In addition to the extreme temperatures and continuing drought conditions, NTMWD currently can't pump water from Lake Texoma due to the presence of invasive zebra mussels. Lake Texoma normally provides almost a quarter of NTMWD's raw water supply.

As of Monday, September 26, 2011, Lake Lavon's elevation was down over 11 feet, and is at 52% of useable capacity. In addition, as of the most recent measurement, NTMWD's Lake Chapman water supply is at 35% due to the continued drought.

The NTMWD Board action requests that Member Cities and Customers (including indirect customers) implement the following water conservation strategies:

- Initiate Stage 3 of the Member Cities and Customers drought contingency and water emergency response plans no later than November 1.

- Limit landscape watering with sprinklers or irrigation systems to once every two weeks between November 1 and March 31 and eliminate watering from 10 AM to 6 PM. Residents should check with their city water department for specific city restrictions.
- Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to two hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
- Wait until the current drought has passed before establishing new landscaping and no hydroseeding, hydromulching or sprigging allowed.
- Do not drain and refill swimming pools except to replace normal water loss.
- Halt non-essential city government water use including street cleaning, vehicle washing, operation of ornamental fountains, etc.
- Accelerate public education efforts on ways to reduce water usage by 10%.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Watering of golf courses using

POSSIBLE ACTION

Recommend implementing Stage 3 at the beginning of the billing cycle for November 2011, which includes a surcharge on users of 30,000 gallons or more.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>TH Hay</i>	Date:	9-30-11

ORDINANCE NO. 648
(Water Rates and Surcharge Ordinance)

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS,
AMENDING THE CODE OF ORDINANCES OF THE CITY OF PARKER,
TEXAS, TO ESTABLISH REVISED MUNICIPAL WATER RATES; AND
PROVIDING FOR REQUIRED WATER SURCHARGES PURSUANT TO
THE DROUGHT CONTINGENCY PLAN OF THE NORTH TEXAS
MUNICIPAL WATER DISTRICT; PROVIDING A REPEALING
CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A
PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER,
TEXAS:**

SECTION 1. Municipal water rates shall be charged and collected monthly by the City of Parker as follows:

Rate Code R1 -- Residential Single Family

0 – 4,000 gallons	\$ 34.00
4,001 – 15,000 gallons	\$ 2.25 per thousand gallons
15,001 – 30,000 gallons	\$ 2.85 per thousand gallons
30,001 – 50,000 gallons	\$ 3.60 per thousand gallons
50,001 – 70,000 gallons	\$ 4.00 per thousand gallons
70,001 gallons and more	\$ 7.15 per thousand gallons

Rate Code 05 5 Units (or fewer) Mobile Home Park

0 – 20,000 gallons	\$ 170.00
20,001 – 75,000 gallons	\$ 2.25 per thousand gallons
75,001 – 150,000 gallons	\$ 2.85 per thousand gallons
150,001 – 250,000 gallons	\$ 3.60 per thousand gallons
250,001 – 350,000 gallons	\$ 4.00 per thousand gallons
350,001 gallons and more	\$ 7.15 per thousand gallons

Rate Code 16 6 – 16 Unit Mobile Home Park Units

0 – 64,000 gallons	\$ 544.00
64,001 – 240,000 gallons	\$ 2.25 per thousand gallons
240,001 – 480,000 gallons	\$ 2.85 per thousand gallons
480,001 – 800,000 gallons	\$ 3.60 per thousand gallons
800,001 – 1,120,000 gallons	\$ 4.00 per thousand gallons
1,120,001 gallons and more	\$ 7.15 per thousand gallons

Rate Code 23 17 -23 Unit Mobile Home Park Units

0 – 92,000	gallons	\$ 782.00
92,001 – 345,000	gallons	\$ 2.25 per thousand gallons
345,001 – 690,000	gallons	\$ 2.85 per thousand gallons
690,001 – 1,150,000	gallons	\$ 3.60 per thousand gallons
1,150,001 – 1,610,000	gallons	\$ 4.00 per thousand gallons
1,610,001 gallons and more		\$ 7.15 per thousand gallons

Rate Code 94 – No Usage Customers (with meter installed)

Base Fee \$ 15.00

SECTION 2. New Water Service connections will be charged as follows:

1" Water Meter with existing tap	\$ 2,000.00
1" Water Meter requiring tap	\$ 3,000.00
2" Water Meter requiring tap	\$ 4,500.00

ANY WATER SERVICE REQUIRING ROAD BORE WILL BE CHARGED PRICE THE ABOVE WATER METER FEE'S PLUS ACTUAL COST OF THE ROAD BORE PLUS 10 %

SECTION 3. Surcharge Amounts: The City of Parker has a contractual agreement for the provision to Parker by the North Texas Municipal Water District. As a part of that contractual agreement, Parker is required to comply with the Drought Contingency Plans of North Texas Municipal Water District, and those of the State of Texas. Parker is required, in the event of the implementation of Stage 3, and/or Stage 4 of the Drought Contingency Plans, to require the payment of a surcharge on water services during the duration of Stages 3 or 4. The purpose of the surcharge is to provide additional financial incentive for water customers to reduce their use of water while drought conditions persist. Therefore, for water customers using the amounts set forth below, surcharges will be charged in the event either Stage 3, or subsequently, Stage 4, restrictions are imposed.

IN THE EVENT NORTH TEXAS MUNICIPAL WATER DISTRICT IMPOSES WATER RESTRICTIONS THE FOLLOWING MONTHLY FEES APPLY

A. Single Family Surcharge Rates

1. Stage 3

Rate Code R1 – Residential Single Family

0 – 4,000	gallons	\$ 34.00
4,001 – 10,000	gallons	\$ 2.25 per thousand gallons
10,001 – 30,000	gallons	\$ 2.85 per thousand gallons
30,001 – 40,000	gallons	\$ 3.60 per thousand gallons + 5% (\$3.78)
40,001 – 50,000	gallons	\$ 3.60 per thousand gallons + 6% (\$3.82)
50,001 – 60,000	gallons	\$ 4.00 per thousand gallons + 7% (\$4.28)

60,001 – 70,000 gallons	\$ 4.00 per thousand gallons + 8% (\$4.32)
70,001 – 80,000 gallons	\$ 7.15 per thousand gallons + 9% (\$7.79)
80,001 gallons and more	\$ 7.15 per thousand gallons + 10% (\$7.87)

2. Stage 4

Rate Code R1 – Residential Single Family

0 – 4,000 gallons	\$ 34.00
4,001 – 10,000 gallons	\$ 2.25 per thousand gallons
10,001 – 30,000 gallons	\$ 2.85 per thousand gallons
30,001 – 40,000 gallons	\$ 3.60 per thousand gallons + 5% (\$3.78)
40,001 – 50,000 gallons	\$ 3.60 per thousand gallons + 8% (\$3.89)
50,001 – 60,000 gallons	\$ 4.00 per thousand gallons + 11% (\$4.40)
60,001 – 70,000 gallons	\$ 4.00 per thousand gallons + 14% (\$4.56)
70,001 – 80,000 gallons	\$ 7.15 per thousand gallons + 17% (\$8.37)
80,001 gallons and more	\$ 7.15 per thousand gallons + 20% (8.58)

B. Mobile Home surcharge rates are as follows:

1. Stage 3 – Base rate plus 5%

Rate Code 05 5 Units (or fewer) Mobile Home Park

0 – 2,000 gallons	\$ 178.50
2,001 – 75,000 gallons	\$ 2.37 per thousand gallons
75,001 – 150,000 gallons	\$ 3.00 per thousand gallons
150,001 – 250,000 gallons	\$ 3.78 per thousand gallons
250,001 – 350,000 gallons	\$ 4.20 per thousand gallons
350,001 and more	\$ 7.51 per thousand gallons

Rate Code 16 6 – 16 Unit Mobile Home Park Units

0 – 64,000 gallons	\$ 571.20
64,001 – 240,000 gallons	\$ 2.37 per thousand gallons
240,001 – 480,000 gallons	\$ 3.00 per thousand gallons
480,001 – 800,000 gallons	\$ 3.78 per thousand gallons
800,001 – 1,120,000 gallons	\$ 4.20 per thousand gallons
1,120,001 and more	\$ 7.51 per thousand gallons

Rate Code 23 17 -23 Unit Mobile Home Park Units

0 – 92,000 gallons	\$ 821.10
92,001 – 345,000 gallons	\$ 2.37 per thousand gallons
345,001 – 690,000 gallons	\$ 3.00 per thousand gallons
690,001 – 1,150,000 gallons	\$ 3.78 per thousand gallons

1,150,001 – 1,610,000 gallons	\$ 4.20 per thousand gallons
1,610,001 and more	\$ 7.51 per thousand gallons

2. Stage 4 – Base rate plus 15%

Rate Code 05 5 Units (or fewer) Mobile Home Park

0 – 2,000 gallons	\$ 195.50
2,001 – 75,000 gallons	\$ 2.59 per thousand gallons
75,001 – 150,000 gallons	\$ 3.28 per thousand gallons
150,001 – 250,000 gallons	\$ 4.14 per thousand gallons
250,001 – 350,000 gallons	\$ 4.60 per thousand gallons
350,001 and more	\$ 8.23 per thousand gallons

Rate Code 16 6 – 16 Unit Mobile Home Park Units

0 – 64,000 gallons	\$ 625.60
64,001 – 240,000 gallons	\$ 2.59 per thousand gallons
240,001 – 480,000 gallons	\$ 3.28 per thousand gallons
480,001 – 800,000 gallons	\$ 4.14 per thousand gallons
800,001 – 1,120,000 gallons	\$ 4.60 per thousand gallons
1,120,001 and more	\$ 8.23 per thousand gallons

Rate Code 23 17 -23 Unit Mobile Home Park Units

0 – 92,000 gallons	\$ 899.30
92,001 – 345,000 gallons	\$ 2.59 per thousand gallons
345,001 – 690,000 gallons	\$ 3.28 per thousand gallons
690,001 – 1,150,000 gallons	\$ 4.14 per thousand gallons
1,150,001 – 1,610,000 gallons	\$ 4.60 per thousand gallons
1,610,001 and more	\$ 8.23 per thousand gallons

SECTION 4. That all provisions of the ordinances (including Ordinances No. 469 and 592) 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 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

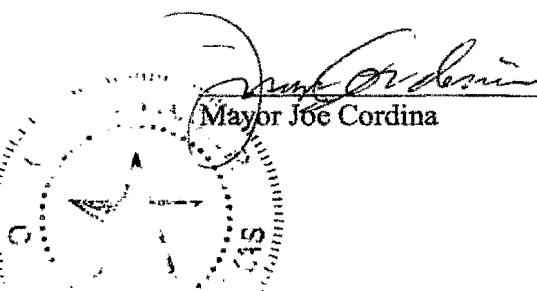
SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of

Ordinances of the City of Parker as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides; however, the municipal rate established herein shall take effect for the monthly billing cycle which includes February 1, 2010. Rates charged to customers for the February 1, 2010 billing cycle will commence with the customer's last regularly scheduled meter reading prior to February 1, 2010, through the regularly scheduled meter reading for the customer in February.

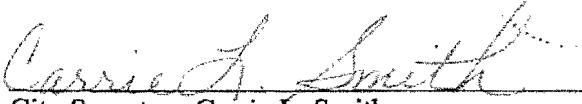
DULY PASSED by the City Council of the City of Parker, Texas, on this 1st day of December, 2009.

APPROVED:



Mayor Joe Cordina

ATTESTED:



Carrie L. Smith
City Secretary Carrie L. Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd



Council Agenda Item

Budget Account Code:	6495	Meeting Date:	October 4, 2011
Budgeted Amount:	\$64,000	Department/ Requestor:	Police Department
Fund Balance-before expenditure:	\$64,000	Prepared by:	T Fragoso
Estimated Cost:	\$64,496	Date Prepared:	Sept 28 2011
Exhibits:	1. Tahoe quote 2. Charger quote 3. graphics quote 4. removal of equipment quote 5. computer feet (2) from Brazos estimate		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE PURCHASE OF POLICE VEHICLES.

SUMMARY

The PD is replacing 2 of the older police units. One will go to FD and the other to City Services. With Council approval the PD will purchase 1 Chevrolet Tahoe and 1 Dodge Charger. There is an increase in the cost of removal and placement of the graphics of \$500. PD requests moving \$500 from Computer Equipment and Software (budgeted \$4000 for the 2011-2012 budget) to the purchase of the 2 new PD units and still staying within the PD 2011-12 budget.

POSSIBLE ACTION

The approval of moving \$500 from Computer Equipment to PD units.
 The approval of purchasing 1 Chevrolet Tahoe and 1 Dodge Charger for PD.

Inter - Office Use

Approved by:		Date:	
Department Head:	<i>Tony Fragoso '08</i>	Date:	<i>9/28/2011</i>
City Attorney:	<i>none</i>	Date:	
City Administrator:	<i>Jeff Flay</i>	Date:	<i>9-29-11</i>

ATTACHED IS THE BIDS FOR THE NEW Tahoe AND CHARGER. ALL THE PRICES ARE CORRECT EXCEPT FOR THE COMPUTER FEET THAT SHEET IS A GUESS ESTIMATE OF THE COST.

PAGES INCLUDED ARE:

1. TAHOE QUOTE
2. CHARGER QUOTE
3. GRAPHICS QUOTE
4. REMOVAL OF EQUIPMENT QUOTE
5. COMPUTER FEET (2)FROM BRAZOS GUESS ESTIMATE

Exhibit 1.
Tahoe quote



Date	5/16/2011
Estimate	Chris Wacaster
R#	cwacaster@defendersupply.com
	(903) 564-5641



Bill To:	
PARKER POLICE DEPARTMENT 5700 EAST PARKER ROAD PARKER, TEXAS 75002	

Customer Contact	
Customer Phone	
Customer E-mail	jdp7677@yahoo.com
Estimate #	2284

2011 Tahoe PPV	

Description	Location	QTY	Vehicle and Emergency Equipment
2011/12 Chevrolet Tahoe 2WD PPV with Locking Differential, Dual Batteries, and Driver Side Spot Light		1	25,616.00
2 year State inspection certificate		1	23.75
Documentation Fee		1	50.00
Go Industries Law Enforcement Brush Guard - Tahoe		1	325.00
Whelen 400 Series LED Lights - 1 Red, 1 Blue		1	262.55
Whelen Tahoe Headlight Flasher		1	68.09
Whelen LIN3 Blue		2	140.40
Whelen LIN3 Red		2	115.70
Whelen Vertex LED Light - White		2	162.32
Whelen Vertex LED Light - Red		4	324.64
Whelen Cencom Gold Siren/Light Controller with PA		1	853.88
Whelen Cencom 20' Mic. Extension Cable		1	74.10
Whelen 100 Watt Speaker		1	170.91
Whelen Universal L Speaker Bracket		1	23.17
Jotto 18" Police Console for Tahoe/Silverado with Base Plate, Armrest and Cup Holders		1	442.81
Patriot Prisoner Partition Center Slide Lexan Barrier (10VS) for 2011 Chevrolet Tahoe		1	490.75T
Patriot Recessed Partition Panel for Sedan - For Single or Dual Weapons Mounting in Front of Vehicle		1	52.00T
Setina Cargo Partition (12VS) - Tahoe		1	326.78
Setina Vertical Mount Weapon Electronic Lock - standard shotgun - 870		1	187.55
Signal Vehicle Products - Starburst LED Behind the Grill Lamp R/B/A/W		2	780.00T
Defender Supply Wiring Harness - Chevrolet Tahoe - Marked		1	190.00T
Misc. Shop Supplies		1	85.00T
Installation of new and customer supplied radar, docking station, radio, camera, and lightbar		33	1,815.00
Texas Government or Municipality - No Sales Tax			0.00

Final sale amount may be subject to state and local sales tax.

Vehicle and Emergency Equipment Total **\$32,580.40**

Quantity Ordered

SIGNATURE

Total Vehicle Order Cost

Exhibit 2.
Charger quote



Date	5/16/2011
Estimate By	Mike Hewitt
	mike@defendersupply.com
	(903) 564-5641



Bill To
PARKER POLICE DEPARTMENT 5700 EAST PARKER ROAD PARKER, TEXAS 75002

Customer Contact
Customer Phone
Customer E-mail
Estimate #

2011 Dodge Charger

Description	Location	Qty	Cost	Vehicle and E.
2012 Dodge Charger Hemi V-8, Drivers side spotlamp, Mini Spare		1	22,322.00	22,322.00
2 year State inspection certificate		1	23.75	23.75
Documentation Fee		1	50.00	50.00
Dallas Liberty Lightbar Package		1	2,835.00	2,835.00
Whelen 400 Series LED Lights - 1 Red, 1 Blue		1	262.55	262.55
Whelen Vertex LED Light - White		4	81.16	324.64
Whelen Vertex LED Light - Red		2	81.16	162.32
Whelen LINZ6 LED Lights for License Plate - 1 Red, 1 Blue		1	128.57	128.57
Patriot Prisoner Partition Polycarbonate Sliding Window 2006-2010		1	373.75	373.75
Dodge Charger		1	52.00	52.00
Patriot Recessed Partition Panel for Sedan - For Single or Dual Weapons Mounting in Front of Vehicle		1	39.00	39.00
Patriot Prisoner Partition High Security Lower Extension Panel for Partition 2006-2010 Dodge Charger		1	228.15	228.15
Jotto Desk - '08-'10 Dodge Charger Vertical Contour 10' of equipment. relocates the vehicle climate controls		1	56.62	56.62
Jotto Internal cup holder for Lazy L. Console (Cup Holder - Explorer & Expedition Center Console (2.75" x 4" x 8.75"))		1	114.08	114.08
Jotto Desk - Storage box with cushioned arm support and lock. Lid locks using Master Lock®. Mounts to floor plate with top down installation.		1	390.00	780.00
Signal Vehicle Products - Starburst LED Behind the Grill Lamp R/B/A/W		1	187.55	187.55
Selina Vertical Mount Weapon Electronic Lock - standard shotgun - 870		1	236.17	236.17
Go Rhino Push bumper - Charger		1	190.00	190.00
Defender Supply Wiring Harness - Dodge Charger		1	85.00	85.00
Misc. Shop Supplies		1	55.00	55.00
Installation of new and customer supplied radar, radio, camera, docking station		33		1,815.00
Texas Government or Municipality - No Sales Tax			0.00%	0.00

Final sale amount may be subject to state and local sales tax.

Vehicle and Emergency Equipment Total

\$30,266.15

Quantity Ordered

SIGNATURE

Total Vehicle Order Cost

SIGNS DIRECT

P.O. BOX 32 972 658 1821
MELISSA, TEXAS
75454. MIKE GLASS

972 658 1821

MELISSA, TEXAS
75454.

MIKE GLASS

QUOTE 090211

Bill To:

Ship To:

CITY OF PARKER
5700 E. PARKER ROAD
PARKER TEXAS 75002

**PARKER POLICE / FIRE
JOHN PAUL
972 442 6999**

Date	P.O.	TERMS	TAX EXEMPT	Ship Via
09-02-11	QUOTE	NET 30	YES	

Quantity	Description			Unit Price	Total
2 SETS		CUSTOM REFLECTIVE GRAPHICS		430.00	860.00
		WITH INSTALL / POLICE			
2 EACH		REMOVE EXISTING GRAPHICS		100.00	200.00
1 SET		CUSTOM REFLECTIVE GRAPHICS	WITH REAR	CHEVRON	650.00
		WITH INSTALL / FIRE			
1 SET		GRAPHICS / PUBLIC WORKS TRUCK			100.00
1 EACH	STATION DOOR LETTERING		INSTALLED		100.00
				APPX. TOTAL	1910.00

YOUR PROMPT PAYMENT IS GREATLY APPRECIATED.

THANK YOU FOR YOUR BUSINESS !!

Exhibit 4.
removal of equipment quote



Public Safety vehicle lighting and Equipment

Installation

1515 Cannon Pkwy Apt. 2327 Roanoke TX, 76262
PHONE: 214-924-7163
EMAIL: magnuminstalls@yahoo.com

Estimate

DATE	INVOICE #
9/14/2011	091411

CUSTOMER/BILL TO:

City of Parker
5700 E.Parker rd
Parker TX 75002

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Removal of Equipment from Unit 100	2	HRS	\$ 65.00	\$ 130.00
Removal of Equipment from Unit 300	4	HRS	\$ 65.00	\$ 260.00
TOTAL DUE:				\$390.00

PLEASE MAKE CHECK PAYABLE TO:

c/o MAGNUM Installations
1515 Cannon Pkwy Apt# 2327
Roanoke TX, 76262

Thank you for your business. It has been a pleasure serving you!

Exhibit 5.
computer feet (2) from Brazos
estimate

9/15/2011

RE: Computer Feet for the Two New Unit's

The Prices are an Estimate

Parts to be ordered by Sergeant K. Price

1. Tahoe \$ 100.00
2. Charger (New Body Style) \$ 100.00



Council Agenda Item

Budget Account Code:	Meeting Date: October 4, 2011
Budgeted Amount:	Department/ Requestor: Procedural
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: September 29, 2011
Exhibits:	1) Proposed Resolution 2011-349 2) Letter and Tax Roll Summary from Collin County

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-349 APPROVING CERTIFIED TAX ROLL FOR JANUARY 1, 2011.

SUMMARY

The approval of the tax roll is procedural.

POSSIBLE ACTION

Move to approve Resolution 2011-349 approving the certified tax roll for January 2011.

Inter - Office Use			
Approved by:			
Department Head:	Carrie Smith	Date:	9/30/2011
City Attorney:	CPA/cb	Date:	9/27/2011 @ 9:06 pm
City Administrator:	Jeff May	Date:	9-30-11

RESOLUTION 2011-349
(Approving 2011 Certified Tax Roll)

**A RESOLUTION OF THE CITY OF PARKER, APPROVING
CERTIFIED TAX ROLL FOR JANUARY 1, 2011**

WHEREAS, the Collin County Appraisal District has provided the City of Parker the tax roll for the City of Parker, evaluated as of January 1, 2011;

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

The final certified tax roll received from Collin County Appraisal District for the City of Parker, Texas, has been received, reviewed, and is hereby approved by the City of Parker, Texas.

**PASSED AND APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN
COUNTY, THIS 4TH DAY OF OCTOBER, 2011.**

APPROVED

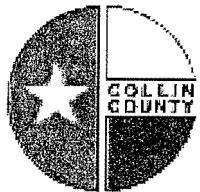
Mayor Joe Cordina

ATTEST:

City Secretary Carrie L. Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd



**KENNETH L. MAUN
TAX ASSESSOR COLLECTOR**

COLLIN COUNTY
2300 Bloomdale Road
P.O. Box 8046
McKinney, TX 75070-8046
(972) 547-5020
METRO (972) 424-1460 ext. 5020
FAX (972) 547-5040
Email: kmaun@collincountytx.gov

October 3, 2011

Joe Cordina, Mayor
City of Parker
5700 East Parker Road
Parker, TX 75002

Dear Joe Cordina,

Attached is the 2011 Tax Roll Summary for the City of Parker.

Submission of the 2011 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2011 Tax Roll for City of Parker.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Kenneth L. Maun".

Kenneth L. Maun
Tax Assessor Collector

Cc: Dena Daniel, City Administrator
Carrie Smith, City Secretary
Johnna Boyd, Finance Manager

2011 TAX ROLL SUMMARY

22 - PARKER CITY

	Amount	Count
NUMBER OF ACCOUNTS		1,750
APPRAISAL VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$396,287	
ROLLCODE: PERSONAL		
Personal	\$4,460,151	
ROLLCODE: REAL		
Agriculture	\$70,455,370	
Improvement	\$348,158,601	
Improvement Non-Home Site	\$5,979,520	
Land	\$127,667,409	
Land Aq Land	\$341,380	
Land Non-Home Site	\$18,241,822	
	TOTAL APPRAISALS	\$575,700,540
DEFERRALS		
Aq	\$70,455,370	181
	TOTAL DEFERRALS	\$70,455,370
EXEMPTIONS		
Cap Adjustment	\$399,635	10
Disabled Veteran	\$1,301,558	22
Full	\$8,041,654	100
Nominal Value	\$2,236	9
Over 65	\$6,433,761	218
Solar/Wind	\$28,691	1
	TOTAL EXEMPTIONS	\$16,207,535
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS		\$86,662,905
TOTAL APPRAISED VALUE		\$575,700,540
TAXABLE VALUE		\$489,037,635
ROLLCODE: MOBILE HOME		
Levy	\$1,422.78	64
ROLLCODE: PERSONAL		
Levy	\$16,809.90	94
ROLLCODE: REAL		
Levy	\$1,825,830.50	1,592
	TOTAL LEVY	\$1,844,063.18
LEVY LOST DUE TO FROZEN		\$0.00



Council Agenda Item

Budget Account Code:	Meeting Date: October 4, 2011
Budgeted Amount:	Department/ Requestor: Mayor Cordina
Fund Balance-before expenditure:	Prepared by: Mike Sheff
Estimated Cost:	Date Prepared:
Exhibits:	1)

AGENDA SUBJECT

REPORT FROM FIRE CHIEF REGARDING DEPLOYMENT TO WILDFIRES.

SUMMARY

Chief Sheff will provide Council with a brief report.

POSSIBLE ACTION

None

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiff Hayes</i>	Date: 9-30-11	