

MINUTES
CITY COUNCIL MEETING

October 4, 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 6:00 pm with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

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

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:

Mayor Cordina recessed the regular meeting at 6:10 pm.

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.

Mayor Cordina reconvened the regular meeting at 7:25 pm.

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

None

PLEDGE OF ALLEGIANCE

American Pledge: Finance/HR Manager Boyd led the pledge.

Texas Pledge: Interim City Administrator Flanigan 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.

None

INDIVIDUAL CONSIDERATION ITEMS

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

Item 6, last sentence, change “action” to “consideration”.

Item 5, amend last paragraph to read, “Mayor Cordina will determine if there is citizen interest in the program. And if so, the matter will be brought back to Council for further consideration.”

MOTION: Councilmember Levine moved to approve the minutes as amended. Councilmember Leamy seconded with Councilmembers Leamy, Evans and Levine voting for. Motion carried 3-0. Sumrow and Marshall abstained as they were absent from the September 20 meeting.

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

City Attorney Shepherd has been negotiating contracts with vendors ES&S and Dominion.

Collin County Elections Office is to provide a new quote to us in mid-October.

The revised contract appears to be the final position of ES&S. The price \$4,579 stated in the contract is for the general election only. A runoff would be the same amount, charged separately. ES&S termination is 30 days before the election date. The only charges will be for the items delivered or services rendered. The concern is making certain the company does not ship any software or equipment more than 30 days prior to the election date.

A revised contract and quote was received from Dominion’s Regional Sales Manager Steven Bennett. The revised quote of \$7,000 is a \$2,000 decrease.

Council’s options include, waiting for an estimate from Collin County Elections Office or enter into a contract with one of the two vendors.

MOTION: Mayor Pro Tem Marshall moved to approve ES&S contract, Exhibit 5A, subject to successful negotiations on a shipment date and cancellation terms. Councilmember Leamy seconded.

Mayor Cordina stated he could not support the motion and feels Council should wait for Collin County's revised estimate.

Councilmembers Leamy, Sumrow, Marshall and Evans voted for. Levine opposed. Motion carried 4-1.

6. PRESENTATION OF PARKS AND RECREATION COMMISSIONS QUARTERLY REPORT.

Chairperson Joe Sterk provided Council with Parks and Recreations quarterly report and discussed the Preserve open house event planned for November 5, 2011. He requested an additional \$1,500 for the open house. (see Exhibit 6A)

There was a brief discussion regarding a check for \$1,500 received from Brooks Farms in 2006. Interim City Administrator Flanigan noted the check was not accepted by the City and returned to the developer.

This item will be brought back to Council at the October 18 meeting.

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

The barn will remain taped off during the November 5 open house. Research is being conducted on relocating the turkey buzzards that have nested in the barn. It was recommended to contact the Texas Parks and Wildlife for assistance.

Parks & Recreation Commission recommended 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 will be in the current location of the barn

MOTION: Councilmember Evans moved to approve the preservation and restoration of the barn with Parks and Recreations recommendations. Councilmember Sumrow seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

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.

Mayor Cordina read NTMWD press release. (See Exhibit 8A).

MOTION: Councilmember Levine moved to implement Stage 3 water restriction and surcharges beginning with the November billing cycle. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

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

Two of the older police units have been budgeted for replacement. One will go to fire department and the other to City services. With Councils approval 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. Chief Fragoso requested moving \$500 from Computer Equipment and Software (budgeted \$4,000 for the 2011-2012 budget) to the purchase of the 2 new units and still staying within the 2011-2012 budget.

MOTION: Councilmember Leamy moved to approve the purchase of two new police units, 1 Chevrolet Tahoe and 1Dodge Charger; and amending the police department budget by moving \$500 from computer equipment to vehicles. Councilmember Evans seconded.

City Attorney Shepherd stated it is permissible to move available funds from one line item to another within the same department.

Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

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

Approval of the certified tax roll is state mandated and procedural.

MOTION: Councilmember Levine moved to approve Resolution 2011-349 as written. Mayor Pro Tem Marshall seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Scott voting for. Motion carried 4-0.

11. REPORT AND PRESENTATIONS TO FIRE DEPARTMENT VOLUNTEERS REGARDING DEPLOYMENT TO RECENT WILDFIRES.

Chief Sheff was unable to attend the meeting. This item was tabled to the next meeting.

ROUTINE ITEMS

12. FUTURE AGENDA ITEM REQUESTS.

- o Executive Session – Economic Development
- o Amending Parks and Recreation budget for open house
- o Presentation of check to VFD, Volunteers and Reinke
- o Future National Night Out events in Parker

- a. Discuss holiday Council meeting schedule. – Council was asked by staff to email their holiday schedules to City Secretary Smith.

13. UPDATES

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

14. ADJOURN

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

APPROVED:

Joe Cordina
Mayor

ATTESTED:

Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the 6th day of
September, 2011.

INSERT EXHIBITS
5A ES&S Revised Contract
6A Parks and Recreations Quarterly Report
8A NTMWD Press Release

a. Discuss holiday Council meeting schedule. – Council was asked by staff to email their holiday schedules to City Secretary Smith.

13. UPDATES

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

14. ADJOURN

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

APPROVED:



Joe Cordina
Mayor

ATTESTED:



Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the 18th day of
October, 2011.

INSERT EXHIBITS
5A ES&S Revised Contract
6A Parks and Recreations Quarterly Report
8A NTMWD Press Release



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 | | | \$4,579.42 |

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 |
|---|------------------|-----|-------|
| <p>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.</p> | | | |

| | |
|-----------------------|--------------------|
| 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 that, (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 Lessor'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 service(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.



Parks & Recreation

Quarterly Report - October 2011



Parks & Recreation Agenda

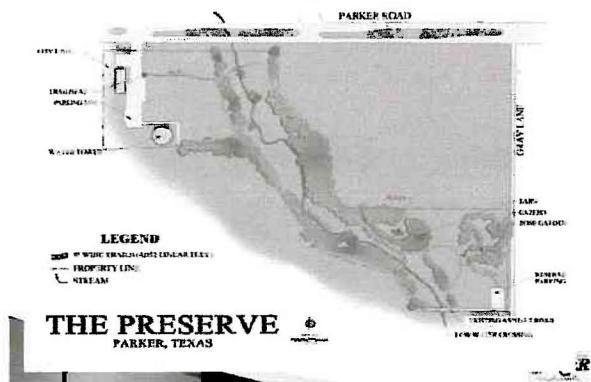
- ▶ Trails are Completed
- ▶ Barn Renovation
- ▶ Open House
- ▶ Thank You



P&R - Trails



Preserve – Trail Map



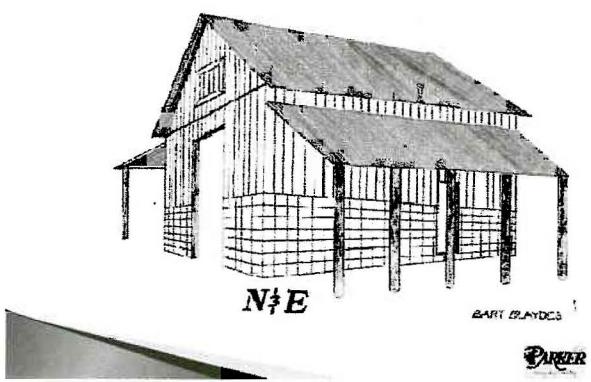
Parks & Recreation Barn Restoration

Concerns of Closed Structures

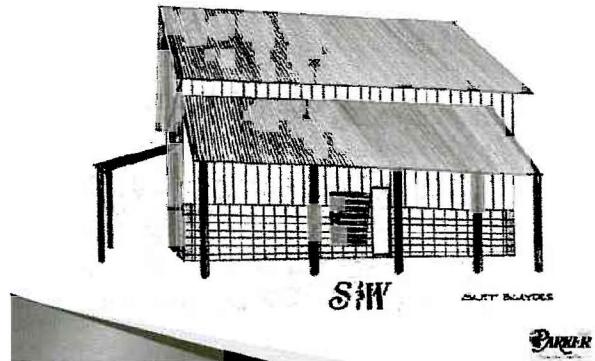
- People could hide or be pulled in
- City is inviting residents by having Preserve, Trails Could Add Surveillance
- City is constructing or leaving man-made structure is taking liability of how it is used
- Risk of law suit if someone does get hurt
- Ask Jim what we can do, not what we can't do



Barn – Design I



Barn - Design II



Barn - Motion

MOTION: Commissioner Sterk moved that Parks & Recreation recommend that City Council approve the Parker Historical Society Barn Restoration Project 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.

Barn - Donations



August 17, 2011
 City of Parker
 10400 East 10th Avenue
 Parker, Colorado 80130
 Re: Application for Barn Restoration Project of City Park
 Dear Sirs/Madam:
 Enclosed please find a contribution to the City of Parker - Parks Committee Barn Restoration Project in the amount of \$1,500 to be used for restoration of the old barn located on City property on the west side of City Park just west of Parker Road in Parker.
 All subsequent payments should be made to: "PARKER PARKS DEPARTMENT"
 Yours truly,
 Brooks Farm
 Estates, Inc.

P&R – Open House

- ▶ Date – November 5th, 2011 – 1:00 am to 4:00 pm
- ▶ Location – Homestead
- ▶ 5K run / walk – 9:00 am start with trophies
- ▶ Live Music
- ▶ Guest Speaker – Well Brothers, Nastia Lukin?
- ▶ Pony Rides – Karma Ridge Stables
- ▶ Bounce House
- ▶ Preserve Tours – Historical, Educational, and Recreational
- ▶ Food and Drink – Kettle Corn, Corn Dogs, Turkey Legs
- ▶ Hay Rides – Parking Lot to Parking Lot



P&R – Open House Budget

Biggest special event for Parker in years

- Current budget is 10 cents per resident or \$7,500
- Please consider \$1 per resident to \$3,800

| Budget Item | Amount |
|-----------------------------------|----------------|
| Advertising | \$150 |
| Balloon Artist | \$150 |
| Bounce House | \$150 |
| Music | \$500 |
| Food and Drink | \$1,500 |
| Bathrooms | \$500 |
| Trophies | \$150 |
| Miscellaneous – insurance, etc... | \$700 |
| Total | \$3,800 |



Parks & Recreation Thank You

- ▶ P&R Volunteers wanted me to Thank You
- ▶ P&R polo shirts are awesome



Parks & Recreation

Thank you!





NEWS RELEASE

North Texas
Municipal Water District

For Immediate Release
Contact:
Rick Ericson
214.706.6000 (office)
214.679.6362 (cell)
rick@lemastergroup.com

NTMWD Initiates Stage 3 Water Restrictions November 1 ***Consumers allowed to water lawns only once every two weeks November through March***

(Wylie, Texas- September 28, 2011) 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 treated water is prohibited except as needed to keep greens and tee boxes alive.

NTMWD is encouraging residents to check control units, rain and freeze sensors on sprinkler systems to prevent unnecessary usage and to repair any water leaks.

Extending the NTMWD's water supply during Stage 3 through the efficient use of existing water resources is crucial to meeting the long-term water needs of the NTMWD's Member Cities and Customers.

More information and tips on water conservation can be found at www.waterriq.org and www.ntmwd.com.

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