



**AGENDA**  
**CITY COUNCIL MEETING**  
**APRIL 17, 2012 @ 7:00 PM**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, April 17, 2012 at 7:00 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

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

**PLEDGE OF ALLEGIANCE**

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

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

**PUBLIC COMMENTS** The City Council invites any person with business before the Council 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**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM APRIL 3, 2012.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-360 APPROVING A CONTRACT WITH SENSUS METERING FOR THE PURCHASE OF WATER METER EQUIPMENT.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 678 APPROVING REALLOCATION OF FUNDS WITHIN THE GENERAL BUDGET FOR MUNICIPAL PURPOSES. POLICE: GAS, OIL, PROPANE AND ELECTRIC; ANIMAL CONTROL; VEHICLE REPAIRS AND MAINTENANCE; INSURANCE; TUITION REIMBURSEMENT; TRAINING. FIRE DEPARTMENT: CAPITAL EQUIPMENT; MEDICAL SUPPLIES; DISPATCH SERVICES; INSURANCE – LIABILITY; VEHICLE MAINTENANCE. BUILDING AND CODE: VEHICLE EXPENSE; COMPUTER

EXPENSE. PUBLIC WORKS: MOWER AND FUEL; STREET MAINTENANCE AND REPAIR. ADMINISTRATION: CODIFICATION SERVICES; PERSONNEL CONTINGENCY; ADMINISTRATION CONTINGENCY; SALARIES AND WAGES; NEWSLETTER EXPENSE.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-367 APPROVING AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR JAIL SERVICES.
5. PRESENTATION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PARKS AND RECREATION QUARTERLY REPORT.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-368 AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

## **ROUTINE ITEMS**

7. FUTURE AGENDA ITEM REQUESTS.

8. 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 April 13, 2012 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

\_\_\_\_\_  
Date Notice Removed

\_\_\_\_\_  
Carrie L. Smith, TRMC, CMC  
City Secretary

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



## Council Agenda Item

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 4/10/2012
Exhibits:	1) Proposed Minutes

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM APRIL 3, 2012.

### SUMMARY

Please review the attached meeting minutes. I will contact you prior to the meeting for any changes or comments.

Carrie

### POSSIBLE ACTION

Approve  
Table  
Deny

Inter – Office Use			
Approved by:			
Department Head:	<i>Carrie L. Smith</i>	Date:	<i>4/12/2012</i>
City Attorney:		Date:	
City Administrator:	<i>Tuffy Hooper</i>	Date:	<i>4-12-12</i>

**MINUTES**  
**CITY COUNCIL MEETING**

**APRIL 3, 2012**

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

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

Mayor Cordina called the meeting to order at 7:00 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: City Attorney James Shepherd, City Administrator Jeff Flanigan, City Secretary Carrie Smith and Police Chief Tony Fragoso.

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: City Attorney Shepherd led the pledge.

TEXAS PLEDGE: Mayor Cordina led the pledge.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

Joe Sterk, Pecan Orchard – spoke regarding bicycle safety signage. He feels signage is for the 10% of cyclists and drivers that do not want to work together, not everyone.

**INDIVIDUAL CONSIDERATION ITEMS**

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM MARCH 20, 2012.

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

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-360 APPROVING A CONTRACT WITH SENSUS METERING FOR THE PURCHASE OF WATER METER EQUIPMENT.

Contract is not finalized. Item was tabled.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON INSTALLING "BIKE" SIGNS ALONG SPRINGHILL ESTATES, DONIHOO, DONNA AND DUBLIN.

Mayor Cordina opened the meeting for discussion with the public.

Chief Fragoso said, in accordance with state law, bicyclists have the same rights and responsibilities as a vehicle. Bicyclist should move to the right in a single file when moving slower than traffic.

Rick Gurney, 2609 Dublin Park Dr. – Mr. Gurney owns Plano Cycling and Fitness and provides riding instruction. He does not feel signs are needed.

Sam Montague, Richardson's "Wild Ride" coordinator – The route for the "Wild Ride" includes Dublin Rd and a portion of Betsy Lane/Park Road. Temporary signs will be posted that all laws must be followed and that a rally is in progress. Parker Police will be present during the ride to assist with traffic..

Warren Casteel, Cyclist Instructor – Mr. Casteel feels signs help only when the message is very clear. He offered to help the Police Department to educate the cyclists.

Herb Fischer, 3907 Dublin Rd. – Mr. Fischer said he considers it an honor for cyclist to want to ride on Dublin Rd. and enjoy the beauty. He does not feel signs are needed.

Council discussion ensued. It was agreed to use the City newsletter as a tool to help educate cyclist and drivers and signage was not needed at this time. Councilmember Levine volunteered to prepare an article for the newsletter.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A REQUEST BY COSERV GAS TO PLACE A GAS LINE WITHIN A CITY UTILITY EASEMENT ON FM2551.

Coserv Gas has requested the use of the City water line easement on FM 2551. Staff and the City Engineer reviewed the plans and recommend allowing the use of the easement based on the following conditions.

- 1) Parker surveys and stakes the location where Coserv is allowed to place the gas line (safe distance away from water line).
- 2) Coserv pays to the City the cost of the easement \$ 6372.01.
- 3) Coserv pays to the City the cost of surveying and staking, an estimated \$1000.00.
- 4) Coserv is responsible to clean up the easement after construction.

City Attorney Shepherd is to prepare an encroachment agreement with CoServ. CoServ representatives Paul Kennedy and Drew Baxter were present. Mr. Kennedy said the agreement would have to be taken to Collin County for reimbursement. Without the use of the easement, CoServ would have to go to the property owners and take more land; which could further delay the project.

MOTION: Councilmember Leamy moved to approve an encroachment agreement with CoServ gas subject to 1) Parker surveys and stakes the location where Coserv is allowed to place the gas line (safe distance away from water line); 2) Coserv pays to the City the cost of the easement \$ 6372.01; 3) Coserv is to reimburse the City the actual cost of surveying and staking; and 4) Coserv is responsible to clean up the easement after construction. Councilmember seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR THE 2012 ANNUAL ROAD MAINTENANCE CONTRACT.

This is the standard process of authorizing staff and engineering to evaluate, and prepare documents for bidding the City's annual street maintenance contract. Staff will prepare the necessary bid documents and advertise for bids. Once bids are received they will be brought to Council for approval. The streets that will be repaired will be evaluated based on cost.

MOTION: Councilmember Evans moved to authorize staff to proceed with advertising for bids for the 2012 annual road maintenance project. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A CONTRACT FOR DEPOSITORY SERVICES.

The current depository contract with American National Bank (ANB) expired on December 31, 2011. The contract provides an option for up to three (3) one-year extensions subject to the approval of Council and the Depository. The current agreement is in compliance with the laws and staff recommends a one-year extension.

Mayor Pro Tem and Investment Officer Marshall feels ANB has done a good job. He recommended to remain with ANB at this time. He also, recommended the City request proposals every five years.

MOTION: Councilmember Leamy moved to approve a one-year extension of the ANB depository contract. Mayor Pro Tem Marshall seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REALLOCATION OF FUNDS WITHIN THE GENERAL BUDGET FOR MUNICIPAL PURPOSES. POLICE: GAS, OIL, PROPANE AND ELECTRIC; ANIMAL CONTROL; VEHICLE REPAIRS AND MAINTENANCE; INSURANCE; TUITION REIMBURSEMENT; TRAINING. FIRE DEPARTMENT: CAPITAL EQUIPMENT; MEDICAL SUPPLIES; DISPATCH SERVICES; INSURANCE – LIABILITY; VEHICLE MAINTENANCE. BUILDING AND CODE: VEHICLE EXPENSE; COMPUTER EXPENSE. PUBLIC WORKS: MOWER

AND FUEL; STREET MAINTENANCE AND REPAIR. ADMINISTRATION: CODIFICATION SERVICES; PERSONNEL CONTINGENCY; ADMINISTRATION CONTINGENCY; SALARIES AND WAGES; NEWSLETTER EXPENSE.

After staff reviewed the current trend of expenses they saw the need to re-allocate funds within the departments. Most of the line items are not currently over budget but the projections through the end of the year show they will go over. Council reviewed the proposed adjustments.

Description	Orig Budget	Revised Budget	Adjustment
Codification Services	750.00	1,060.00	310.00
Personnel Contingency	5,000.00	30,000.00	25,000.00
Admin. Contingency	5,000.00	12,000.00	7,000.00
Salaries & Wages	182,125.00	157,125.00	(25,000.00)
Newsletter Expense	25,000.00	17,690.00	(7,310.00)
<b>Administration Balance</b>			<b>0.00</b>
Gas, Oil, Propane and electric	4,500.00	5,500.00	1,000.00
Animal Control	6,000.00	9,500.00	3,500.00
Vehicle Repairs & Maintenance	8,000.00	9,500.00	1,500.00
Insurance	10,000.00	8,000.00	(2,000.00)
Tuition reimbursement	3,000.00	1,000.00	(2,000.00)
Training	11,000.00	9,000.00	(2,000.00)
<b>Police Balance</b>			<b>0.00</b>
Capital Equipment	3,000.00	2,013.49	(986.51)
Medical supplies	4,000.00	4,986.90	986.90
Dispatch services	28,000.00	25,617.52	(2,382.48)
Insurance - Liability	6,000.00	4,203.52	(1,796.48)
Vehicle maintenance	17,500.00	21,678.57	4,178.57
<b>Fire Dept Balance</b>			<b>0.00</b>

MOTION: Councilmember Leamy moved to approve the adjustments as presented.

Councilmember Levine requested all budget adjustments be included in the public packet for government transparency.

City Attorney Shepherd will prepare an ordinance for formal action at the next meeting.

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

#### 8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON APPLYING FOR A NEW PARK GRANT FROM COLLIN COUNTY.

The City currently has a park grant from Collin County in the amount of \$12,500.00 for the construction of additional trails in front of City Hall; however, this project has been postponed until the 2012-2013 budget year due to recent flooding damage to the existing trail.

Staff recommended waiting until the existing grant is completed before applying for additional grants.

Council agreed with staff to wait to apply for new park grants after the existing grants are completed. No formal action was taken by Council.

## **ROUTINE ITEMS**

### **9. FUTURE AGENDA ITEM REQUESTS.**

- a. Ordinance 481 item is to be removed from the list.
- b. April 17<sup>th</sup> - Water Meters contract
- c. June 5<sup>th</sup> - City planning session
- d. July 16<sup>th</sup> and 17<sup>th</sup> - City budget session

### **10. UPDATES**

### **11. ADJOURN**

Mayor Cordina adjourned the meeting at 8:35 p.m.

APPROVED:

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Joe Cordina  
Mayor

ATTESTED:

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Carrie L. Smith, TRMC, CMC  
City Secretary

APPROVED on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.



## Council Agenda Item

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount:	Department/ Requestor: Water Department
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 4/12/2012
Exhibits:	1) Proposed Resolution 2) Proposed Agreement

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-360 AN AGREEMENT BY AND BETWEEN THE CITY OF PARKER, TEXAS AND AQUA METRIC SALES COMPANY, AUTHORIZED DEALER FOR SENSUS INC. U.S.A., FOR THE PURCHASE AND INSTALLATION OF WATER METER AND RELATED EQUIPMENT.

### SUMMARY

The vendor has requested the City pay \$2,812.50 one-half of the bond fee the City is requiring.

#### Water Meter Technology Timeline – Summary

09/8/10 – Water Meter Technology Power Point presented to Council outlining all methods of gathering meter readings.

Council instructed the committee (Jeff, Lori, Johnna) to focus on Drive By System

01/18/11 – Drive By Meter Reading presentation to Council.

Council instructed the committee to meet with several vendor and return with a recommendation.

04/2011 – Met with four vendors to discuss Drive By systems.

Trident (Itron) \$500,000+ for turnkey project

HD Supply (Neptune) - \$500,000+ for turnkey project

DataMatic – Not a meter company can use any meter. City Staff installs meters. \$500K +

Aqua Metric – Offered Flex Net system (tower read) for \$420,387. Software / Hardware free.

Purchase of meters only.

Additional reduction of \$45,387 to meet budgeted dollar amount - \$375,000

Checked references for Aqua Metric – Three cities contacted – all had positive experience.

10/18/11 – Flex Net Power Point presentation presented to Council  
Council approved purchase with recommended Vendor.

01/31/12 – First draft of Contract (SOW & CAP)  
Attorney review

Council approved Staff to move forward with the purchase October 18, 2011 Council meeting:

**11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE PURCHASE OF WATER METER READING EQUIPMENT.**

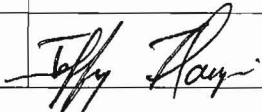
*Interim City Administrator Flanigan reviewed exhibit 11, with regards to the water meters and meter reading system being recommended by staff. The discounted price is \$375,000 being an additional savings to the City of \$45,387.*

*MOTION: Councilmember Sumrow moved to approve staff to move forward with the purchase of the meter reading equipment and meters. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0*

*Staff will bring a project action plan and timeline back to Council at a future meeting.*

**POSSIBLE ACTION**

Approve  
Table  
Deny

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	4/12/2012
City Administrator:		Date:	4-12-12

**RESOLUTION NO. 2012-360**  
**(Water Meter and Radio Equipment)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PARKER, TEXAS AND AQUA METRIC SALES COMPANY, AUTHORIZED DEALER FOR SENSUS INC. U.S.A., FOR THE PURCHASE AND INSTALLATION OF WATER METER AND RELATED EQUIPMENT; AUTHORIZING ITS EXECUTION BY THE MAYOR OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Parker, Collin County, Texas, has been presented with a proposed agreement entitled "Water Meter, Telemetry, and Support Agreement" by and between the City of Parker, Texas and Aqua Metric Sales Company ("Aqua Metric"), as authorized dealer for Sensus Inc. U.S.A. ("Sensus"), a copy of which is attached hereto and incorporated herein by reference (herein called "Agreement"); and,

**WHEREAS**, the City of Parker wishes to improve its water meter reading capabilities, together with the installation of AMI radio equipment for data transmission from the water meter to city facilities; and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor or his designee should be authorized to execute the Agreement on behalf of the City of Parker, Texas.

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

**SECTION 1:** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Parker and found to be acceptable and in the best interests of the City of Parker and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2:** The City Administrator, under the direction of the Mayor and City Council of the City of Parker, is hereby designated to act for the City in relation to the contract to provide for the acquisition, installation, and operation of the Aqua Meter system.

**SECTION 3:** The Mayor, or his designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Parker, substantially according to the terms and conditions set forth in this Agreement.

**SECTION 4:** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**APPROVED:**

\_\_\_\_\_  
Joe Cordina, Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie L. Smith, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd, City Attorney

STATE OF TEXAS           §  
                                     §       **WATER METER, TELEMETRY, AND SUPPORT**  
                                     §       **AGREEMENT**  
COUNTY OF COLLIN   §

This agreement ("Agreement") is made by and among the City of Parker, Texas ("City") and Aqua Metric Sales Company ("Aqua Metric"), as authorized dealer for Sensus Inc. U.S.A. ("Sensus"), acting by and through their duly authorized representatives (collectively "Parties").

**RECITALS:**

**WHEREAS**, the City is a Type A General Law city located within Collin County, Texas; and

**WHEREAS**, the City provides potable water service to qualified customers within its Certificate of Convenience and Necessity area; and

**WHEREAS**, the City desires to improve the quality of its city water meters by replacing them under this Agreement, together with the capability of reading water meters electronically, without the need of manual reading of each water meter; and

**WHEREAS**, the improvement in the water meters, telemetry reading capability, and related support systems should serve the public health, safety, and welfare; promote efficiency and effectiveness of local government; promote water conservation by providing water customers of the city accurate and efficient water use data; and

**WHEREAS**, Aqua Metric and the City desire to enter into this Agreement for purchase, installation, and support of the water meter equipment identified in the Agreement;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which, are hereby acknowledged, the parties agree as follows:

**Article I**  
**Definitions**

"City" shall mean the City of Parker, Texas.

"City Engineer" shall mean the city engineer for the City or the designated representative.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities or respective portion thereof; (ii) all necessary permits for the construction of the Facilities or respective portion thereof, pursuant to the respective plans therefore having been issued by all applicable governmental agencies.

"Completion of Construction" shall mean: (i) substantially completed in accordance with the approved plans; and (ii) the Facilities or respective portions thereof, have been approved by the City.

"Effective Date" shall mean the last date of execution of this Agreement.

"Force Majeure" shall mean strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind, whatsoever which is beyond the reasonable control of a party.

"Plans" shall mean the plans and specifications submitted for the design, installation, and construction of the Facilities, or respective portions thereof, to be approved by the City.

"System" shall mean the water system of the City.

## **Article II**

### **Exhibits to this Agreement**

Aqua Metric has prepared and/or provided exhibits which form the basis of its proposal to the City for the installation and operation of the water meters described herein. Those exhibits, listed and identified below, are made a part of this Agreement, PROVIDED HOWEVER, that none of the terms in any of the exhibits shall supersede, or be controlling of the requirements in Articles I through VI, consisting of 10 pages, of this Agreement. In the event of any conflicting provisions in the exhibits, the provisions in this Agreement shall control. The exhibits are as follows:

1. Aqua Metric Sole Source Letter
2. Aqua Metric Meter Installation Contract
3. City of Parker FlexNet Project Timeline and Deployment Plan
4. City of Parker FlexNet Quote
5. City of Parker HGAC Order Form
6. Sensus Product Warranty Specifications
7. Sensus FlexNet Customer Acceptance Plan
8. Sensus Statement of Workflow
9. City of Parker Propagation Study Map

## **Article III**

### **Installation**

3.1 **Installation period.** The installation period of this Agreement shall be for a period of 120 days, commencing on the last date of execution hereof (Effective Date). The Effective Date of this Agreement shall be simultaneous with the commencement of construction.

3.2 **Extensions** The Parties may agree for extensions of the time period in the event the completion of construction has not occurred within the 120-day time period allowed.

3.3 **Penalty** Aqua Metric will pay a penalty of \$25.00 per day for each day completion of construction is delayed, not including days of delay occurring as a result of force majeure, or mutually agreed extensions. (See Exhibit 3, City of Parker FlexNet Project Timeline and Deployment Plan)

3.4 **Construction** The completion of construction shall mean that Facilities have been satisfactorily installed, and are performing satisfactorily under the terms of this Agreement. See the Customer Acceptance Plan, attached hereto as an exhibit. Facilities shall collectively mean the ¾" and 1" water meters with 6-foot cables, 520MSP radios (AMI) together with all labor, transportation, tools, programming, data collection, hand-helds necessary to meet the performance criteria listed in Exhibit 7, the Customer Acceptance Plan.

#### **Article IV Purchase and Bond Requirement**

4.1 **Purchase and Payment.** Aqua Metric has provided the City with two cost invoices. One, Exhibit 4, is the FlexNet quote. The other, Exhibit 5, is the HGAC order form. The two proposals are in conflict. To resolve the conflict, the City accepts Exhibit 4, the FlexNet quote. Further, the City will purchase, based on the FlexNet quote, the materials from the HGACBuy board for a cost not to exceed \$374,993.04, for all labor, materials, installation, testing, and other services to be provided to the City by Aqua Metric under the terms of this Agreement.

Parker may choose to buy the materials in installments. Specifically, the City may choose to purchase, and have installed, a portion of the meters, radios, and support materials. The City will determine what areas of Parker will receive the first installations. The next purchase of material will be conditioned on the satisfactory installation, operation, and performance of the installed units. The City contemplates purchasing the materials in two installments. In the event Aqua Metric provides a better price to any of its customers during the term of this Agreement, the City will also receive the more favorable pricing. Should the City not be satisfied with the product and/or services, the City may cancel any or all remaining units.

4.2 **Payment and Performance Bonds.** Payment and performance bonds are required by the City in accordance with the Texas Local Government Code.

4.3 **Warranty.** The warranty is as set forth in Exhibit 6.

#### **Article V Termination**

This Agreement shall terminate upon either of the following:

- (a) by written agreement of all the parties;
- (b) by City in the event Aqua Metric breaches any of the terms or conditions of this Agreement and, such breach is not cured within twenty (20) days after written notice thereof from City to Aqua Metric, provided, however,

that in the event the breach cannot be cured through diligent effort within such twenty (20) day period and Aqua Metric commences action to cure such breach within such twenty (20) day period and diligently pursues such action and the City shall extend the period to cure for an additional twenty (20) days.

- (c) by City in the event the City determines the total amount of equipment contemplated by the agreement are not needed. The full warranty on all equipment purchased survives any termination under this section (c), or (a) or (b).

## **Article VI Miscellaneous**

6.1 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the other parties.

6.2 **Limitation on Liability.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed among the parties that each party, in satisfying the conditions of this Agreement, has acted independently, and each party assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

6.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

**If intended for Aqua Metric, to:**

Clint Arnold  
Manager of Business Development  
Aqua Metric and eMetric  
6700 Guada Coma Drive  
Schertz, TX 78154  
Facsimile No. (210) 967-6305

**With copy to:**

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**If intended for City, to:**

City of Parker, Texas  
Attn: Jeff Flanigan  
City Administrator  
5700 E. Parker Road  
Parker, Texas 75002  
Facsimile No. (972) 442-2894

**With copy to:**

James E. Shepherd  
Shepherd Law Firm  
1901 N. Central Expressway  
Suite 200  
Richardson, Texas 75080  
Facsimile No. 972-889-3827

**With copy to Engineer:**

Birkhoff, Hendricks, and Carter, L.L.P.  
11910 Greenville Ave., Ste. 600  
Dallas, Texas 75231  
Facsimile No. (214) 461-8390

6.5 **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

6.6 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 **Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

6.8 **Legal Construction.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but any of the counterparts shall constitute one and the same instrument.

6.11 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for

all purposes, EXCEPT AS MODIFIED BY THIS AGREEMENT, wherever reference is made to the same.

6.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties set forth in this Agreement shall survive termination.

6.13 **Compliance with Laws.** The parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

6.14 **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

EXECUTED in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PARKER, TEXAS

\_\_\_\_\_  
Joe Cordina, Mayor

ATTEST:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney

EXECUTED in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**AQUA METRIC**

Aqua Metric Sales Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### CITY'S ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Joe Cordina, Mayor of the City of Parker, Texas, on behalf of said municipality.

\_\_\_\_\_  
City Secretary

### AQUA METRIC'S ACKNOWLEDGMENT

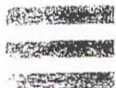
STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, the \_\_\_\_\_ of Aqua Metric Sales Company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

### **Exhibits Index**

1. Aqua Metric Sole Source Letter
2. Aqua Metric Meter Installation Contract
3. City of Parker FlexNet Project Timeline and Deployment Plan
4. City of Parker FlexNet Quote
5. City of Parker HGAC Order Form
6. Sensus Product Warranty Specifications
7. Sensus Customer Acceptance Plan
8. Sensus Statement of Work
9. City of Parker Propagation Study Map



Sensus  
10004 Wurzbach #177  
San Antonio, Tx. 78230

T: 210-696-8706  
F: 210-696-8896  
www.sensus.com



January 20, 2012

To Whom It May Concern:

Sensus Inc. U.S.A. is pleased to announce that Aqua Metric is the exclusive Authorized Distributor of Sensus Inc. products in Texas (and this includes Tower Gateway Base Station, Regional Network Interface, 520 Transmitters, Omni, and iPerl Meters). Please contact Aqua Metric for all of your Sensus Inc. U.S.A. needs. Purchasing Sensus Inc. products from the authorized distributor in your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at 210-696-8706 regarding this or any other matter.

Sincerely,

Greg Taylor  
District Manager  
Sensus Inc. U.S.A.

# METER INSTALLATION CONTRACT

The City of Parker, Texas is entering into an agreement with Aqua Metric Sales Company for the installation of 445 - ¾" and 809 - 1" water meters and AMI radios. Under the contract Aqua Metric will provide all labor, transportation, tools, programming and data collection handhelds.

## **Aqua Metric Responsibilities**

Aqua Metric project managers will have class D Texas water licenses. All installers will wear shirts that are clearly marked as city contractor and will have valid photo IDs.

Aqua Metric is responsible for performing the following services as part of the standard meter installation: (1) Notification to home owner of temporary service shutoff. (2) Cleaning out of meter box to facilitate meter replacement. (3) Installation of new meter. (4) Collecting old and new meter information. (5) Installation and programming of AMI radio. (6) Disposal of all waste materials at City provided site. (7) AMI performance troubleshooting during the installation project. (8) All warranty work. (9) All work necessary to successfully operate each place of installation to City satisfaction.

Additional work such as meter box replacement and/or removal, excessive digging due to rocks and/or tree roots, concrete or blacktop work, landscaping, curb stop replacement, cutting or drilling holes in meter box lids and galvanized pipe repair can be done for an additional fee, with prior written notice to the City.

## **Insurance**

Aqua Metric will maintain all appropriate insurance for the duration of the project. This would include Liability, Auto and Workers Compensation. The City of Parker will be listed as additional insured. Proof of insurance is required prior to the contract being effective.

## **Warranty**

All meter installation work will be covered by a one year warranty from date of installation. This will cover any defect in workmanship. Things not covered under this warranty would be the following: Acts of God, damage by residents, and anything else that could cause issues with the meter installation not due to installer error. Materials and meters, including radio equipment, will be installed and meet all performance criteria for a one-year period.

During the course of the meter replacement if an Aqua Metric employee damages a customer side line (with the exception of galvanized lines) it will be repaired at no cost to the City of Parker.

## **Completion Schedule**

We estimate that it will take approximately 60 working days to complete the meter installation. We will begin meter installations once all of the Flex Net infrastructure is in place.

**Payment Schedule**

The city of Parker will be invoiced for installation every 30 days from project start date. Payment terms are Net 30. The City will only be invoiced for meters that have been installed and work that has been performed within the 30 day work period. Meters, radios, and related equipment are purchased by the City through the HGAC Buyboard.

**City of Parker Responsibilities**

The City of Parker is responsible for the following: (1) Provide Aqua Metric with an electronic file of all meters in the city in route order. (2) All consumables and parts such as meter boxes, gaskets, ect. (3) Advanced notification for residents of meter installation project. (4) Assistance with locating meters. (5) Storage site for materials. (6) Disposal site for waste.

X: \_\_\_\_\_  
City of Parker Authorized Representativer

X: \_\_\_\_\_  
Aqua Metric Authorized Representative

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Print Name & Title)

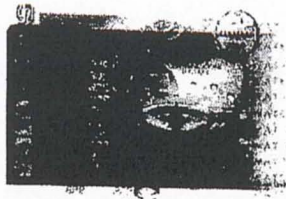
Date: \_\_\_\_\_



Parker, TX  
FlexNet Project  
Timeline & Deployment Plan



FULL FLEXNET DEPLOYMENT	April-12	May-12	June-12	July-12	August-12	September-12	October-12	November-12	December-12	January-13
PRE-CON MEETING, REVIEW & SIGN DOCUMENTS										
PERFORM TGB SITE SURVEY										
ORDER TGB & RNI										
ORDER METERS & SMARTPOINTS										
CONFIRM TGB SHIP DATE										
TGB INSTALLATION XACT COMM.										
CONFIGURE/COMMISSION TGB & RNI										
INSTALL METERS & SMARTPOINTS										
SMARTPOINT PROGRAMMING TRAINING										
FLEXWARE/MDM CONFIGURATION										
FLEXWARE/MDM TRAINING WITH BILLING DEPT.										
REFINE FLEXNET SYSTEM										
BEGIN PHASE II LARGE METERS										



**Aqua-Metric Sales Company**  
6700 Guada Coma Dr.  
Schertz, Texas 78154  
210-967-6300  
Fax 210-967-6305

19-Oct-11

Quote for: City of Parker

**Sensus Flex Net Fixed Base Project**

Quantity	Description	Price Each	Extended
445 3/4" iPerl w 6' Cable		\$ 111.00	\$ 49,395.00
809 1" iPerl w 6' Cable		\$ 152.56	\$ 123,421.04
1254 520M SP Radios		\$ 120.00	\$ 150,480.00
1 Metro 50			No Charge
445 3/4" iPerl Installations		\$ 38.00	\$ 16,910.00
809 1" iPerl Installations		\$ 43.00	\$ 34,787.00
Total			<u>\$ 374,993.04</u>

No charge for freight for orders over \$2,500.00

Net 30 days to pay.

Prices quoted are good for 60 days.

**Clint Arnold**  
Director of Sales Texas Divison  
Aqua-Metric Sales Company  
[clint.arnold@aqua-metric.com](mailto:clint.arnold@aqua-metric.com)



# Sensus Limited Warranty

## I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: <http://na.sensus.com/T/C/TermsConditions.pdf>.

## II. SR II® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter	1,000,000 gallons	3,000,000 gallons

## III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

## IV. SR 1-1/2" & 2" and accu-RTM...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR and accu-RTM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR & accu-RTM Meter	5,000,000 gallons
2" SR & accu-RTM Meter	8,000,000 gallons

## V. PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

## VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

## VII. iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at [www.sensus.com/iperl](http://www.sensus.com/iperl) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

## VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and F-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

## IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

## X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

## XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contractor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for: "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

## XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90)

# Sensus Limited Warranty

days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

## XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead™ MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak™ Instrumentation	1 year
TouchRead™ Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Tower Gateway Base Station	1 year
FlexNet Network Portal	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*

\* Sensus will repair or replace non-performing:

- RadioRead™ MXU (Model 505C, 510R and 520R) and Batteries.
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day) and batteries.
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components")

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

## XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either repair or replace the product, provided the Customer (i) returns the product to the location designated by Sensus within the warranty period; and (ii) prepays the freight costs both to and from such location.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXUs returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

THE FOREGOING REMEDIES ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

## XV. Limits of Warranty...

This Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. Furthermore, this Limited Warranty does not apply to products which have been: installed improperly or in non-recommended installations; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; converted; altered; damaged, read by equipment not approved by Sensus; subjected to misuse, improper storage, care, maintenance, or improper periodic testing.

SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, NOR (II) ANY REVENUE LOST BY CUSTOMER, IRRESPECTIVE WHETHER SUCH LOST REVENUE IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, NOR (III) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE, WHETHER CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE. THIS LIMITATION APPLIES WHETHER THE CAUSE OF ACTION ARISES IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), IN CONTRACT, UNDER STATUTE OR OTHERWISE. THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL INDUCEMENT TO SENSUS SELLING THE PRODUCTS. IT SHALL APPLY UNCONDITIONALLY AND IN ALL RESPECTS. IT SHALL BE INTERPRETED BROADLY TO GIVE SENSUS THE MAXIMUM PROTECTION PERMITTED UNDER LAW.

## XVI. No Implied Warranties...

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR DETERMINING THAT THE PRODUCTS, SERVICES AND SOFTWARE LICENSES PURCHASED ARE SUITABLE FOR THEIR INTENDED APPLICATION AND USE.

For more information, visit us at [sensus.com](http://sensus.com)



2601 Six Forks Road, Suite 700  
Raleigh, NC 27615  
1-800-638-3748  
[h2oinfo@sensus.com](mailto:h2oinfo@sensus.com)

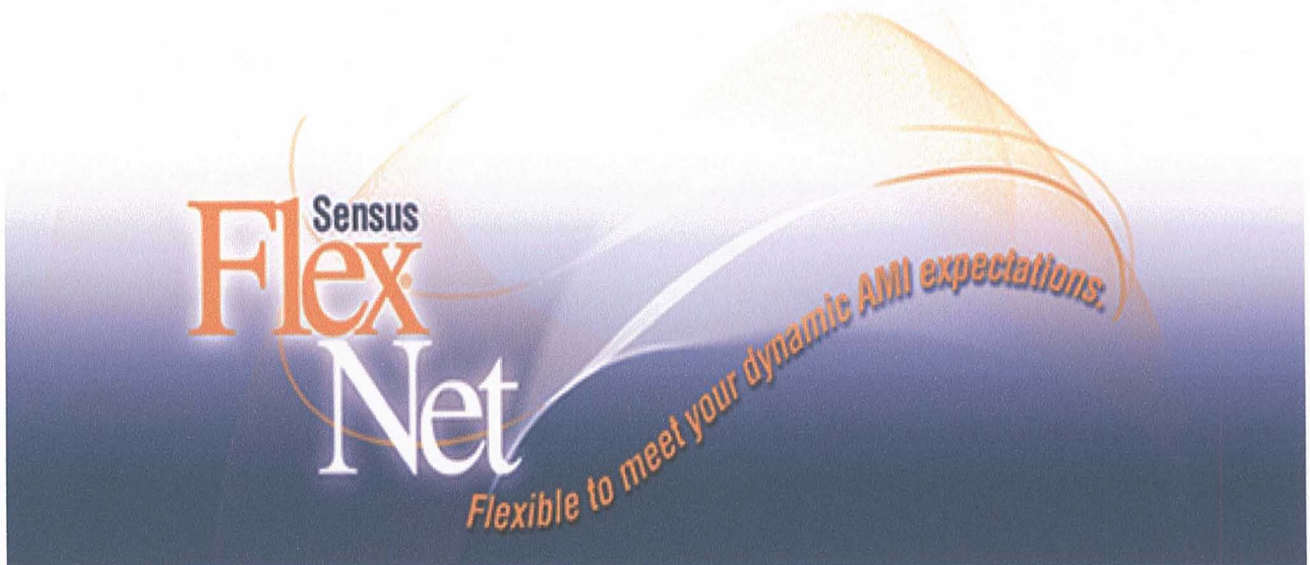
Exhibit 6  
Page 2 of 2

AUTHORIZED SENSUS DISTRIBUTOR



## FlexNet Customer Acceptance Plan (CAP)

As part of the FlexNet system deployment, three milestones have been established and defined. The customer will accept and operate the FlexNet system once the milestone three (3) has been completed. At that point, Sensus will provide support per the agreed upon service levels.





## **MILESTONE TERMS AND REQUIREMENTS**

### **Milestone 1: Network Deployment**

\* Milestone 1, Network Deployment, is considered achieved when the agreed number of TGB's have been installed at the identified locations and are providing coverage for the area defined in the customer propagation study.

### **Milestone 2: Meter and/or AMI Delivery and Installation**

\* Meter and/or AMI system endpoint delivery and installation is considered achieved 30 to 45 days after the last meter to be automated has been installed as required for the relevant phase of the project.

### **Milestone 3: Customer Acceptance Plan (CAP)**

\* The CAP is achieved when the system performance has reached a level of 98.5% or better successful reads in the defined acceptance period.

\* The System CAP is determined by dividing the number of installed SmartPoints that are registered on the network by those that have successfully provided a reading during a three (3) day reading window.

\* CAP should be completed on an individual route basis.

\* A complete route should be installed, optimized and then determined to meet the criteria identified as the acceptance criteria before proceeding to the next route installation.

\* The CAP reading window period is a mutually agreed upon period between the Customer and Sensus not to exceed ninety days (90) after Milestone 2 has been achieved.

\* The 98.5% CAP parameters will be confirmed as a result of the propagation study prepared for the customer.

\* Completed propagation studies that identify areas of non-coverage that would reduce the percentages below 98.5% will be communicated to the customer and new CAP percentages will be mutually agreed upon or the additional infrastructure will be identified to achieve these numbers. (All meters services for the City of Parker show to be in the prescribed coverage are of the attached Propagation Study)

\* The successful read threshold is subject to the following exceptions for which any SmartPoints shall not be included in CAP calculations:

- Daily reads lost during tower power failures > 24 hours
- Force Majeure Events or Acts of God
- SmartPoints removed from service
- Damaged, tampered, or failed SmartPoints (Failed Smart Points will be replaced under attached warranty, and then included in the calculations. Damaged or Tampered Smart Points will be analyzed and then included in the calculations.)
- SmartPoints reported to the utility customer by Sensus indicating that radio contact has been lost or degraded within 3 days of the reading window (Smart Points will be analyzed and then included in the calculations.)



- SmartPoints installed out of the territory as defined by Network Coverage requirements defined in the propagation study all such SmartPoints shall be deemed successfully read for the purposes of calculating read percentage. (SmartPoints installed out of the service area per attached Propagation Study will not be added to the calculations. The City of Parker has no services outside of the Propagation Coverage area.)

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

Sensus Metering

City of Parker, TX

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Distributor Organization

Signature: Kenny Wetzel

Name: Kenny Wetzel

Title: Director of Sales & Technology

Date: 01/31/2012

Please check one of the following:

- ☐ Document signed with no additions or deletions  
☒ Customer requested changes. See changes in RED.



An electronic signature is deemed to be original.

## FORMULA

Calculating system performance will be accomplished using the following formula:

- \* SmartPoints (including all sub categories) equals Available SmartPoints.
- \* Unread SmartPoints divided by Available SmartPoints equals the total Read Success Rate expressed as a percentage.

### Example 1:

- \* City of Parker FlexNet SmartPoints = 1254
- \* Possible Unread SmartPoints = 10

### Then:

- \*  $1254 - 10 = 1244$
- \*  $1244/1254 = 99.2\%$  Read Success Rate

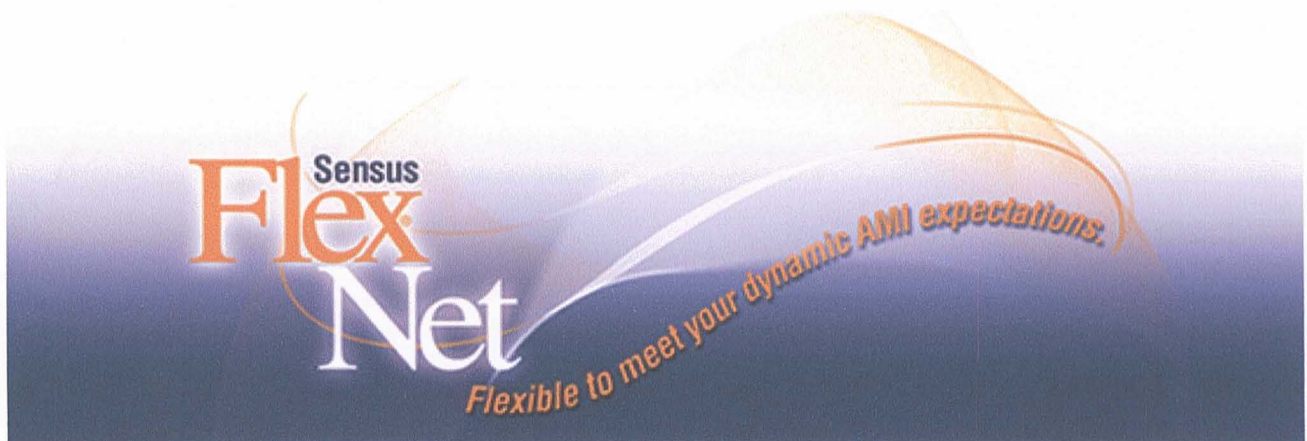
Conclusion: Monthly Billing Window Read Success Rate will be calculated using this formula for SmartPoints that deliver a read to the TGB and, subsequently, the RNI within the prescribed four (4) day billing window for that meter.



## Sensus/Customer FlexNet Deployment Project Responsibilities Document Statement of Workflow (SOW)

To: All Sensus Sales Channels/Project Managers

The information on the following pages pertains to items that are specific to both Sensus and the end Customer with regard to responsibilities for a FlexNet system deployment.





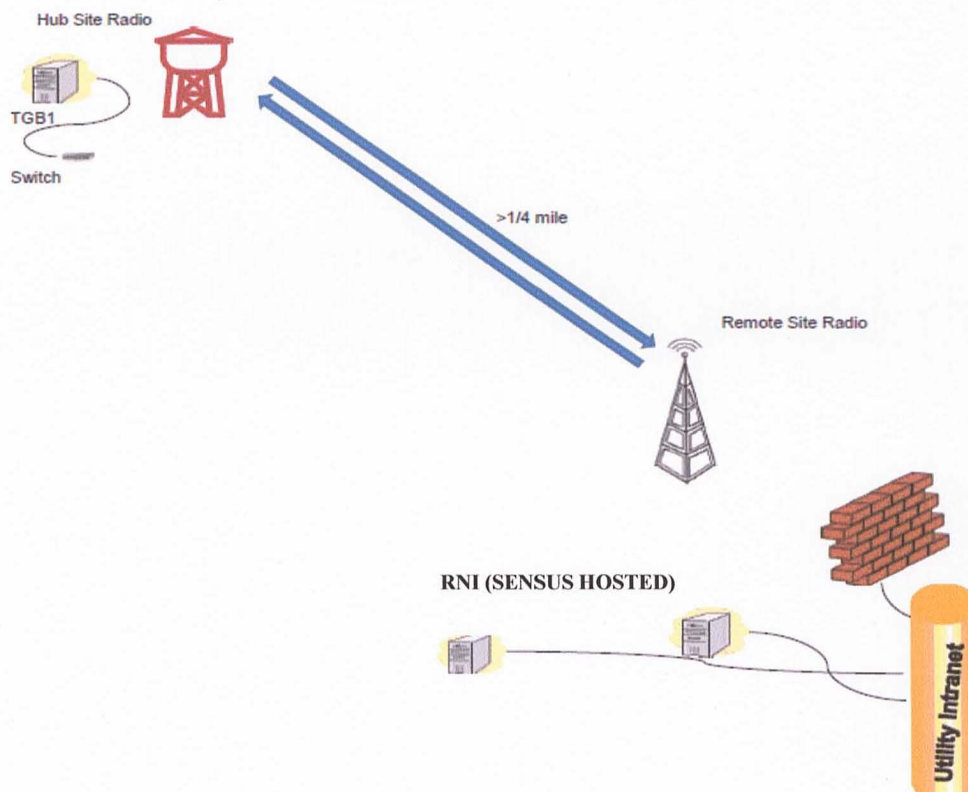
DATE: 03/12/2012

TO: City of Parker

FROM: Sensus Metering Systems Inc

SUBJECT: Statement of Work

This document is designed to assist the customer with planning the installation of the Sensus FlexNet Advanced Metering Infrastructure (AMI) system. For illustrative purposes, an architectural diagram is provided below that depicts equipment to be installed at the Tower Gateway Base station (TGB) site and the Sensus Hosted Solution site which will house the Regional Network Interface RNI (Sensus Hosted Solution). In addition, the following pages provide details pertaining to responsibilities for both the Sensus Metering Systems and City of Parker during the planning, installation and commissioning of the FlexNet System.



**Diagram 1 – TGB/RNI (SENSUS HOSTED SOLUTION)**



## **GENERAL RESPONSIBILITIES**

### **Sensus Metering System will:**

1. Provide a project manager to coordinate all FlexNet installation activities with the customer and be the main contact point between the customer and Sensus during deployment. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by Sensus to install any equipment that is the responsibility of Sensus.
2. Conduct a propagation study to determine the locations best suited for installation of the TGB's and to ensure proper communications with end point transmitters and the RNI (Sensus Hosted Solution).
3. Hire a qualified installation contractor to install the TGB equipment and run all data and power cables between the antennae and the TGB. TGB's are available as indoor units and outdoor units.
4. Commission the RNI (Sensus Hosted Solution) hardware and software and provide training to operate the software and manage the RNI (Sensus Hosted Solution) to identified personnel at the customer location.

### **The Customer will:**

1. The Customer will provide a key point of contact and contact information (as defined in the FlexNet Solution Specification Details), for project management activities to work with the Sensus project manager to help facilitate a timely installation of the FlexNet system.
2. The Customer will be responsible to provide the network infrastructure in the TGB Location areas in Diagram 1.
3. The Customer will be responsible for monthly fees associated with the network access for all sites where network access is needed.
4. The Customer will be responsible to provide communications link (high speed DSL is preferred) between the Regional Network Interface RNI (Sensus Hosted Solution) and TGB.
5. The Customer will purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI (Sensus Hosted Solution) to the customer's internal network.

## **RNI RESPONSIBILITIES (Sensus Hosted Solution)**

### **Sensus Metering System will:**

1. The RNI will be a Sensus Hosted Solution.
2. Supply and configure the RNI (Sensus Hosted Solution) Software and data management software necessary to operate on the RNI (Sensus Hosted Solution) MDM.



3. Stage all Software and configure the RNI (Sensus Hosted Solution) for operation with the FlexNet network.
4. Host the RNI (Sensus Hosted Solution) hardware, test, and verify proper network connectivity to access the TGB.

**The Customer will:**

1. Provide the network cabling for the Network.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the TGB site. (City of Parker to provide and maintain this service for network access.)
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes. (Aqua Metric personnel will install FileZilla software to allow files to be imported and exported between MDM and USTI Utility Billing.)
5. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGB, RNI (Sensus Hosted Solution) and sufficient endpoints have been operational before requiring that data be used for billing purposes.
6. Be responsible to provide any necessary equipment should the utility require system backup.
7. Be responsible to perform system backup on a regular basis as recommended by Sensus.
8. Provide remote network access to the FlexNet TGB network by authorized Sensus AMR Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring (If the customer prefers, they can require that Sensus personnel coordinate with them to have a remote login port opened only during the period Sensus requires access).

**TGB SITE RESPONSIBILITIES**

**Sensus Metering System will:**

1. The TGB is available in several configurations, wall mount, indoor unit and outdoor unit. The configuration for this project will be wall mount unit at the water tower location as defined in the attached FlexNet Solution Specification Details and Propagation Study.
2. Sensus will make all data and power terminal, and antennae connections at the TGB Cabinet, this includes the connection from the power source (supplied by the customer), connection of the CAT 5 data line (supplied by customer) from the network access point at the site.
3. Sensus will provide all bracketing needed to mount the antennae at the site.



4. Mount the TGB cabinet to the structure provided and identified by the customer.
5. Sensus will provide all strapping hardware needed to run the data and power cables from the base of the TGB site to the antenna.
6. Sensus will provide the TGB and antennae sufficient to receive meter data and provide the meter data to the RNI (Sensus Hosted Solution) via the network connection provided by the customer. (City of Parker will provide backhaul communication between TGB & RNI. (Sensus Hosted Solution)
7. Sensus will identify and hire a qualified installation team to install the TGB equipment and make final end connections to the equipment.
8. Sensus will have access to a ground field (supplied by Customer) to properly ground the TGB and antenna equipment.
9. Sensus will not be held responsible for damage to any interior or exterior coatings on water tanks that results from welding of antenna mounts to those tanks. Parties will mutually agree to the scope of work prior to the installation.

**The Customer will:**

1. Purchase 1 (one) FlexNet TGB.
2. Be responsible to provide an area at the TGB site for installation if the TGB is installed at a customer provided site.
3. Be responsible to provide a 120 VAC power source to the TGB. All necessary electric requirements receptacles to be located within 1 foot of the final location of the TGB installation. If trenching of the power line is needed, the Customer will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
4. Be responsible to provide network access at the site where the TGB is located. Customer should consult with Sensus representative regarding the available options for network connections between TGB and RNI (Sensus Hosted Solution). (City of Parker will provide backhaul communication between TGB & RNI) (Sensus Hosted Solution)
5. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the TGB installation.
6. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
7. Be responsible to provide any conduit or trenching needed to run the data cable to the TGB. Customer is responsible to assure that data cable is located within 1 foot of the final location of the TGB.
8. Be responsible to provide padlocks at TGB location for security purposes.



10. Be responsible for installing grounding material at the location of the TGB installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the TGB.
11. Customer will be responsible for proper ground field at the TGB site and Sensus will have access to this ground field to properly ground the TGB and antenna equipment.
12. Customer will be responsible for getting access/permission to any structure that is not owned by the customer.

#### **REPEATER SITE RESPONSIBILITIES** **(IF REQUIRED)**

##### **Sensus Metering System will:**

1. Sensus will provide Repeaters with mounting brackets for the installation, as defined in the FlexNet Solution Specification Details.
2. Sensus will install the Repeater units and ancillary equipment necessary to a structure as needed.
3. Sensus will identify and hire a qualified installation team to install the Repeater equipment and make final end connections to the equipment.
4. Sensus will identify the optimum location to install the repeaters and communicate those locations to the customer.
5. Repeater locations will be identified only after sufficient TGB's and endpoints have been installed and it is apparent that additional infrastructure in the form of Repeaters is required to optimize system performance.

##### **The Customer will:**

1. Be responsible to provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Repeater will be installed. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Be responsible to initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Repeaters.
3. Be responsible to provide adequate electricity to the Repeater locations and is responsible for any and all recurring electricity charges for Repeater operations.
4. Be responsible for on-going maintenance and support of the equipment after completion of the Sensus installation and acceptance phase. **(All products will be covered per the attached Sensus Warranty)**



## **END POINTS AND FIELD INSTALLATION RESPONSIBILITIES**

### **Customer will:**

1. Be responsible to purchase end points, transmitters.
2. Be responsible to install or hire an installation contractor to install all end points transmitters to be used in the system.
3. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Sensus SmartPoints.
4. Be responsible to visit and troubleshoot endpoints that are not reporting into the system. Investigate any nonreporting SmartPoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
5. Be responsible to assign an internal and/or installation contractor SmartPoint installation auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct nonreporting SmartPoints and installation errors.
6. Once the installer has completed troubleshooting of installation issues, Sensus will investigate the remaining endpoints to identify and fix any coverage issues.
7. Be required to coordinate with Sensus to establish the SmartPoint installation schedule, shipment quantities, and overall project timeline.
8. Be responsible to rent or purchase handheld programming devices in sufficient quantities to meet the demands of the installers.

## **MISCELLANEOUS RESPONSIBILITIES**

### **The Customer will:**

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

Sensus Metering

City of Parker

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

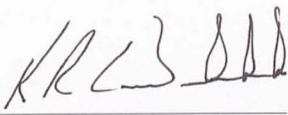
Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Distributor Organization

Signature: 

Name: Kenny Wetzel

Title: Director of Sales & Technology

Date: 03/12/2012

Please check one of the following:

☐ Document signed with no additions or deletions

An electronic signature is deemed to be original.



## DEFINITIONS

The definitions set forth below shall apply for the purposes of this Agreement.

- 1) "AMI or AMI System" means the integrated Sensus Advanced Metering Infrastructure technology and Services consisting of FlexNet, Approved Meters, installation tools, Licensed Software, AMI Equipment, Network Equipment, RNI (Sensus Hosted Solution) TGB and related components.
- 2) "FlexNet SmartPoints" means collectively any FlexNet communicating device intended to transmit meter reading and other information as appropriate from water, gas or electricity meters.
- 3) "Billing Window" means, with respect to the three or four day period beginning one or two days prior to, and ending two days following, the Utility's preferred billing day for a particular meter.
- 4) "Available Meter" means an installed FlexNet Meter or installed SmartPoint satisfying all of the following criteria:
  - a) it functions properly is not damaged or failed or an Unavailable Meter during the Billing Window;
  - b) it is serviced by a TGB or FNP that has not been subjected to a power failure greater than eight (8) continuous hours during the Billing Window;
  - c) neither it, nor the TGB, FNP or any other network equipment that serves that meter has been affected by a Force Majeure Event;
  - d) interference or jamming of the Radio Spectrum is not preventing or interfering with radio communication to or from a SmartPoint, provided that Sensus is diligently working to effect a cure and provides a weekly status report;
  - e) it is installed in a mutually agreed upon coverage area of the Utility as defined in the final propagation study;
  - f) it has not been reported to the applicable Utility under Sensus' or the Utility's preventive maintenance or trouble ticket generation service, unless the parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally;
  - g) its functioning or performance has not been adversely affected by a failure of the Utility or its SmartPoint installation team to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the Utility;
  - h) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of the Utility used for communications among the components of the Sensus Network; and
  - i) It is installed in compliance with the procedures and specifications approved by and provided to the Utility in writing by Sensus.
- 5) "FlexNet™" means the system comprised of the Sensus Network and the approved SmartPoints in service in the Territory with customers of Affiliated Utilities, including back-end hardware and Licensed Software. The back-end hardware consists of the RNI (Sensus Hosted Solution) hardware and TGB hardware.
- 6) "FlexNet Network Portal (FNP)" means a pole mounted unit with simple store and forward capability that communicates directly to a TGB.



7) "RNI (Sensus Hosted Solution) " means the Regional Network Interface consisting of equipment and FlexWare software used to gather, store and report data collected from SmartPoints and TGBs that are part of the Sensus Network. The FlexWare software operates on the RNI (Sensus Hosted Solution).

8) "TGB" means a Tower Gateway Base station consisting of hardware, firmware and software installed at a tower site and used to communicate by radio with SmartPoints and the RNI (Sensus Hosted Solution).

9) "Tower Site" means a site on a radio tower, building, or elsewhere where a TGB is located or intended to be installed.

10) "Tower Site Lease" means a lease, license or other right to use or occupy all or a portion of a Tower Site for a TGB.

11) "Unavailable Meters" include, but are not limited to the following:

- a) Cut At Pole — nominally a meter for which power has been turned off to the socket by the Affiliated Utility
- b) Booted on Line Side — nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off.
- c) Failed or flawed power delivery to the meter socket — an Affiliated Utility power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter.
- d) Tampered Meters — sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter.
- e) Failed Register — the meter register is not responding to a read message.
- f) Cut Wire — the wire and all associated components connecting the SmartPoint to the meter register is cut in some way causing the radio to not be able to read the register.
- g) Broken TouchCoupler — the TouchCoupler is damaged by intentional or unintentional acts.
- h) Broken Clip — the clip that holds the TouchCoupler into the radio package housing is broken and the unit can not complete the inductive electrical connection.
- i) Improper installation of the TouchCoupler — the TouchCoupler is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection.
- j) Unit not installed through the pit lid — the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section.
- k) Radio unit not securely attached to the Antenna unit — The water-proof SmartPoint housing is not properly installed and secured to the antenna unit.
- l) Damaged antenna - the unit's antenna is damaged by intentional or unintentional acts.
- m) Damaged radio package — the unit's water-proof radio package is damaged by intentional or unintentional acts.
- n) Data Base errors — the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed.
- o) Phantom Units — the unit is removed from the system but is still transmitting and being heard by the system.

12) "Unread Meters" means any Available Meter that is not read by the FlexNet Network.

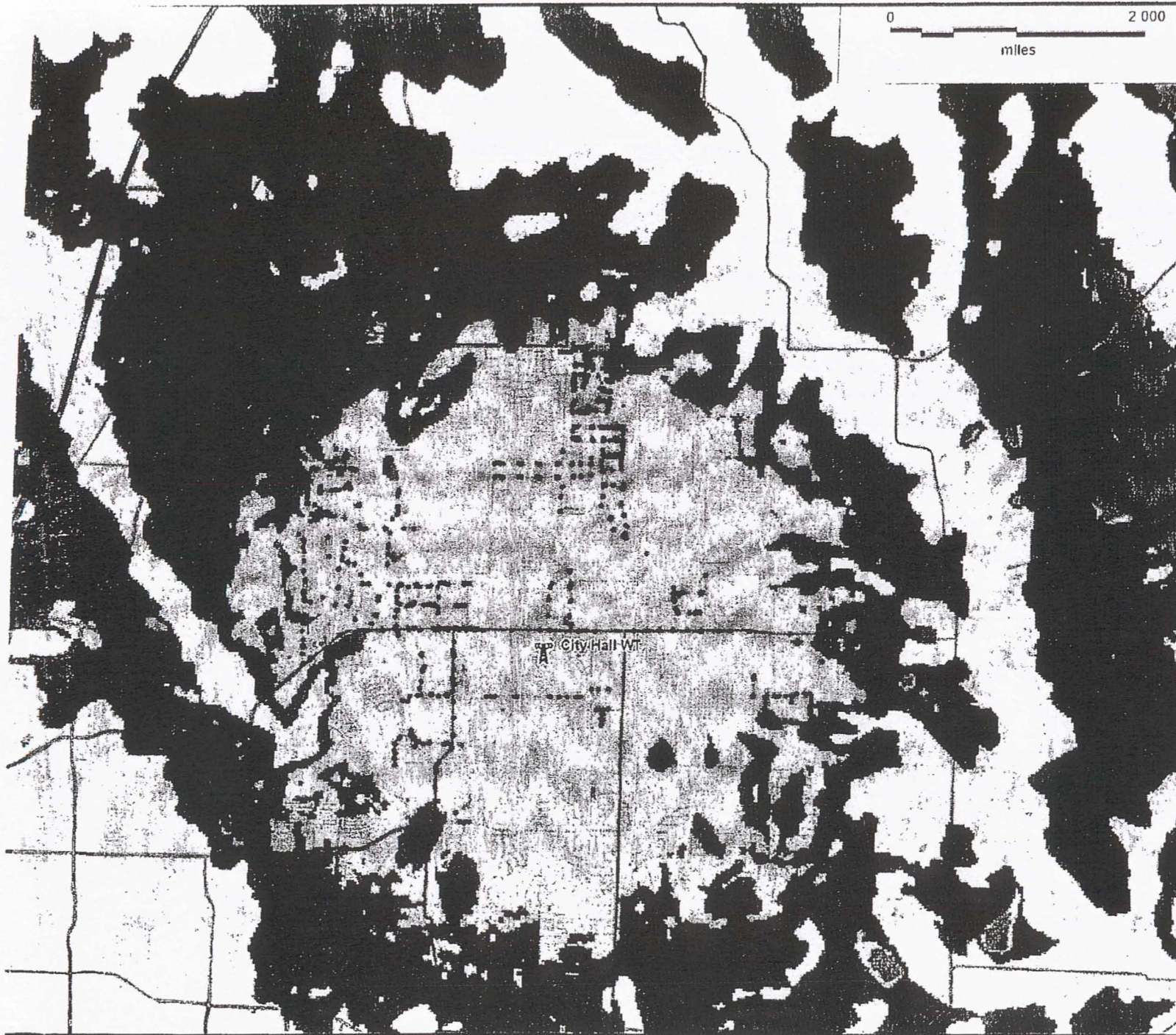


13) "FlexWare™" software, developed by Sensus Metering Systems, is the software utilized in the RNI (Sensus Hosted Solution) to decrypt the data from meters, filter the data by application, and route the data appropriately to the utility customer. FlexWare™ includes the software in all of the RNI (Sensus Hosted Solution) components.

14) "SmartPoint" is a printed circuit board that provides an AMI endpoint the ability to acquire data from its connected meter and transmit the data to AMI collection devices located at AMI towers. SmartPoints are mounted either integral to the meter or remotely depending upon meter type and manufacturer.

15) "TouchCoupler" is an inductive coupler connection from a water register to the SmartPoint unit.

16) "Register" is a mechanical or electronic device attached to a water meter designed to capture meter consumption.








# FlexNet Propagation

Parker, TX

BTS Coverage  
City Hall WT

Signal Strength Ranges	Covered Meters
-200 to -122	8
-122 to -112	3
-112 to -102	393
-102 to -92	906
Total Meters	1 310

## LEGEND

-  BTS
-  Meters
-  -102 dBm
-  -112 dBm
-  -122 dBm

This study is based on actual information provided by the utility pertaining to meter type, meter location, potential structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided during the creation of this design may result in a study that does not correlate to actual field conditions.

For all tower mounted antennas, a minimum antenna standoff of 3' is required from the tower.

**SENSUS**



## Council Agenda Item

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 4/10/2012
Exhibits:	1) Ordinance

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 678 APPROVING REALLOCATION OF FUNDS WITHIN THE GENERAL BUDGET FOR MUNICIPAL PURPOSES. POLICE: GAS, OIL, PROPANE AND ELECTRIC; ANIMAL CONTROL; VEHICLE REPAIRS AND MAINTENANCE; INSURANCE; TUITION REIMBURSEMENT; TRAINING. FIRE DEPARTMENT: CAPITAL EQUIPMENT; MEDICAL SUPPLIES; DISPATCH SERVICES; INSURANCE – LIABILITY; VEHICLE MAINTENANCE. BUILDING AND CODE: VEHICLE EXPENSE; COMPUTER EXPENSE. PUBLIC WORKS: MOWER AND FUEL; STREET MAINTENANCE AND REPAIR. ADMINISTRATION: CODIFICATION SERVICES; PERSONNEL CONTINGENCY; ADMINISTRATION CONTINGENCY; SALARIES AND WAGES; NEWSLETTER EXPENSE.

### SUMMARY

At the April 3, 2012 Council meeting, Council approved the re-allocation of funds within departments unanimously. The approval of the Ordinance is a formality.

### POSSIBLE ACTION

Approve Ordinance 678 as written.

Inter – Office Use			
Approved by:			
Department Head:	<i>Johnna Boyd</i>	Date:	<i>4-12-12</i>
City Attorney:	Email	Date:	4/12/2012
City Administrator:	<i>Jeffrey Hargis</i>	Date:	<i>4-12-12</i>

**ORDINANCE NO. 678**  
*(Budget Amendment 2011-2012)*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, FINDING THE NEED TO AMEND THE 2011-2012 MUNICIPAL BUDGET FOR MUNICIPAL PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Parker utilized diligent thought and attention to the preparation of the 2011-2012 budget; and

WHEREAS, circumstances have arisen during the fiscal year which have, or will require the expenditure of additional funds in some of the line items of the budget, and for which there is more than adequate funding in the line items of the budget; and

WHEREAS, the City Council finds the amendments in the line items identified in Exhibit A are reasonable, necessary, and for municipal purposes;

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

**SECTION 1. FINDINGS.** The City Council finds the statements made in the preamble above are true.

**SECTION 2. BUDGET LINE ITEMS.** The City Council approves the budget amendments in the attached Exhibit A.

**SECTION 3. BUDGET TOTAL.** The City Council further finds the amended budget line items (Exhibit A) will not cause the total expenditures in the budget to exceed the total original budgeted amount.

**SECTION 4. APPROVAL.** The Amended Budget for 2011-2012 (Exhibit B) is hereby approved by the City Council.

**SECTION 5. AUTHORIZATION.** The Mayor is authorized to make the transfers as set forth above, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached amended budget, with the city secretary, and in the office of the County Clerk of Collin County, Texas.

**SECTION 6. SEVERABILITY CLAUSE.** It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect immediately from and after its passage.

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF PARKER, TEXAS**

\_\_\_\_\_  
Joe Cordina, Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie Smith, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd, Municipal Attorney

**ATTACHMENTS:**

Exhibit A – Budget Amendments as of 03/16/2012

Exhibit B - Amended Budget for 2011-2012

**EXHIBIT A****City of Parker  
Budget Amendments  
As of 03/16/2012**

<b>Account #</b>	<b>Description</b>	<b>Orig Budget</b>	<b>Revised Budget</b>	<b>Adjustment</b>
1-10-7700	Codification Services	750.00	1,060.00	310.00
1-10-8600	Personnel Contingency	5,000.00	30,000.00	25,000.00
1-10-6920	Admin. Contingency	5,000.00	12,000.00	7,000.00
1-10-8000	Salaries & Wages	182,125.00	157,125.00	(25,000.00)
1-10-6040	Newsletter Expense	25,000.00	17,690.00	(7,310.00)
<b>Administration Balance</b>				<u><u>0.00</u></u>
1-20-6340	Gas, Oil, Propane and electric	4,500.00	5,500.00	1,000.00
1-20-6465	Animal Control	6,000.00	9,500.00	3,500.00
1-20-6410	Vehicle Repairs & Maintenance	8,000.00	9,500.00	1,500.00
1-20-7800	Insurance	10,000.00	8,000.00	(2,000.00)
1-20-6878	Tuition reimbursement	3,000.00	1,000.00	(2,000.00)
1-20-7900	Training	11,000.00	9,000.00	(2,000.00)
<b>Police Balance</b>				<u><u>0.00</u></u>
1-40-6390	Capital Equipment	3,000.00	2,013.49	(986.51)
1-40-6315	Medical supplies	4,000.00	4,986.90	986.90
1-40-6320	Dispatch services	28,000.00	25,617.52	(2,382.48)
1-40-7800	Insurance - Liability	6,000.00	4,203.52	(1,796.48)
1-40-6200	Vehicle maintenance	17,500.00	21,678.57	4,178.57
<b>Fire Dept Balance</b>				<u><u>0.00</u></u>
1-50-6200	Vehicle Expense	3,000.00	4,000.00	1,000.00
1-50-6020	Computer Equipment	1,000.00	0.00	(1,000.00)
<b>Build &amp; Code Balance</b>				<u><u>0.00</u></u>
1-60-6675	Mower & Fuel	3,000.00	4,500.00	1,500.00
1-60-6610	Street maintenance & Repair	300,000.00	298,500.00	(1,500.00)
<b>Public Works Balance</b>				<u><u>0.00</u></u>

## City of Parker

4/10/2012 10:00am

Page 1

## Revised Annual Budget

For Administrative &amp; General (10)

For the Fiscal Year 2012

Ordinance 678

Exhibit B

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-10-4100	Current year taxes - M&O	\$1,553,528.00					\$1,553,528.00
1-10-4101	Current year taxes - I&S		\$0.00				\$0.00
1-10-4120	Delinquent taxes - M&O		\$8,400.00				\$8,400.00
1-10-4121	Delinquent taxes - I&S		\$0.00				\$0.00
1-10-4125	Penalties and interest		\$11,600.00				\$11,600.00
1-10-4130	Building permits		\$160,000.00				\$160,000.00
1-10-4140	Franchise and use fees		\$200,000.00				\$200,000.00
1-10-4150	Special use permits		\$1,000.00				\$1,000.00
1-10-4160	Filing fee		\$1,000.00				\$1,000.00
1-10-4170	Fines		\$130,000.00				\$130,000.00
1-10-4180	Transfers in		\$0.00				\$0.00
1-10-4185	Transfers Out		\$0.00				\$0.00
1-10-4190	Other income		\$90,000.00				\$90,000.00
1-10-4191	Parks and recreation		\$0.00				\$0.00
1-10-4192	State of Texas Training for Police		\$0.00				\$0.00
1-10-4193	County fee for child safety		\$0.00				\$0.00
1-10-4194	County funds for McCreary Rd.		\$0.00				\$0.00
1-10-4195	Volunteer Fire Dept. donations		\$0.00				\$0.00
1-10-4196	McCreary Road contribution fund		\$0.00				\$0.00
1-10-4197	Police Seizure Funds		\$0.00				\$0.00
1-10-4198	Insurance refunds		\$0.00				\$0.00
1-10-4199	Reimbursement for street signs		\$0.00				\$0.00
1-10-4201	Engineering fees reimbursed		\$0.00				\$0.00
1-10-4202	Insurance claim settlements		\$0.00				\$0.00
1-10-4220	Sales tax collected		\$90,000.00				\$90,000.00
1-10-4224	Sales and use tax		\$0.00				\$0.00
1-10-4225	Mixed drinks tax		\$2,400.00				\$2,400.00
1-10-4400	Alarm registrations/permits		\$7,500.00				\$7,500.00
1-10-4460	Fines reserved for technology		\$7,500.00				\$7,500.00
1-10-4500	Interest income		\$26,350.00				\$26,350.00
1-10-4570	Fines reserved for security		\$1,500.00				\$1,500.00
1-10-4630	Transfers in		\$40,000.00				\$40,000.00
1-10-4850	Discounts on purchases		\$0.00				\$0.00
1-10-4860	Sale of Brush Truck		\$0.00				\$0.00
1-10-4862	Grant for Brush Truck		\$0.00				\$0.00
1-10-4864	VFD Balance on Brush Truck		\$0.00				\$0.00
1-10-4865	Fund Balance to Cover Remodel		\$0.00				\$0.00
1-10-4866	Fund Balance to Cover Security Fund		\$0.00				\$0.00
1-10-4867	Fund Balance to Cover G/O Projects		\$0.00				\$0.00

# City of Parker

## Revised Annual Budget

For Administrative & General (10)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-10-4868	Fund Balance to Cover C/O Projects		\$0.00		\$0.00		\$0.00
1-10-4870	Grant from TPW - Trails		\$0.00		\$0.00		\$0.00
1-10-4871	Grant from County - Trails		\$12,500.00		\$0.00		\$12,500.00
1-10-4872	Fund Balance - Technology Fund		\$0.00		\$0.00		\$0.00
1-10-4873	Fund Balance - Restricted Funds		\$0.00		\$0.00		\$0.00
1-10-4998	Sale of Capital Assets		\$0.00		\$0.00		\$0.00
<b>Administrative &amp; General Current Year Taxes</b>			<b>\$2,343,278.00</b>		<b>\$0.00</b>		<b>\$2,343,278.00</b>
<b>Administrative &amp; General Revenue</b>			<b>\$2,343,278.00</b>		<b>\$0.00</b>		<b>\$2,343,278.00</b>
1-10-6000	Office supplies	\$5,500.00		\$0.00		\$5,500.00	
1-10-6010	Postage	\$5,000.00		\$0.00		\$5,000.00	
1-10-6015	Printing	\$3,000.00		\$0.00		\$3,000.00	
1-10-6016	Printing Projects	\$2,000.00		\$0.00		\$2,000.00	
1-10-6020	Computer equipment and software upgrade	\$12,000.00		\$0.00		\$12,000.00	
1-10-6025	Website maintenance	\$5,000.00		\$0.00		\$5,000.00	
1-10-6030	Copy machine lease	\$1,400.00		\$0.00		\$1,400.00	
1-10-6035	Office equipment	\$2,000.00		\$0.00		\$2,000.00	
1-10-6040	Newsletter expenses	\$25,000.00		\$0.00	\$7,310.00	\$17,690.00	
1-10-6045	Memberships, dues and subscriptions	\$3,200.00		\$0.00		\$3,200.00	
1-10-6050	Data processing tax statements	\$1,300.00		\$0.00		\$1,300.00	
1-10-6055	Central appraisal district	\$12,100.00		\$0.00		\$12,100.00	
1-10-6060	Election expense	\$11,500.00		\$0.00		\$11,500.00	
1-10-6065	Legal notice advertisement	\$6,500.00		\$0.00		\$6,500.00	
1-10-6070	County filing fees	\$500.00		\$0.00		\$500.00	
1-10-6075	Fire Department Fundraiser Expense	\$0.00		\$0.00		\$0.00	
1-10-6085	Economic Development - PWC	\$0.00		\$0.00		\$0.00	
1-10-6086	Economic Development - Other	\$0.00		\$0.00		\$0.00	
1-10-6090	Council food and supplies	\$2,000.00		\$0.00		\$2,000.00	
1-10-6095	City council contingency	\$37,000.00			\$6,000.00	\$31,000.00	
1-10-6875	Records Management	\$5,500.00		\$0.00		\$5,500.00	
1-10-6920	Contingency expense	\$5,000.00		\$13,000.00		\$18,000.00	
1-10-6930	Other expense	\$5,000.00		\$0.00		\$5,000.00	
1-10-7300	Auditor fees	\$10,000.00		\$0.00		\$10,000.00	
1-10-7400	Legal fees	\$110,000.00		\$0.00		\$110,000.00	
1-10-7550	PT Accountant	\$0.00		\$0.00		\$0.00	
1-10-7600	Technology support	\$20,000.00		\$0.00		\$20,000.00	
1-10-7700	Codification services	\$750.00		\$310.00		\$1,060.00	

# City of Parker Revised Annual Budget

For Administrative & General (10)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-10-7900	Staff training and education	\$13,000.00		\$0.00		\$13,000.00	
1-10-7905	Training (P&Z and council)	\$10,000.00		\$0.00		\$10,000.00	
1-10-8000	Salaries and wages	\$182,125.00			\$25,000.00	\$157,125.00	
1-10-8100	Overtime wages	\$5,000.00		\$0.00		\$5,000.00	
1-10-8200	TMRS benefits	\$21,385.00		\$0.00		\$21,385.00	
1-10-8250	Workers' compensation	\$576.00		\$0.00		\$576.00	
1-10-8300	Employers matching medicare/medica	\$2,786.00		\$0.00		\$2,786.00	
1-10-8400	Health insurance	\$19,800.00		\$0.00		\$19,800.00	
1-10-8600	Contingency	\$5,000.00		\$25,000.00		\$30,000.00	
1-10-9500	Capital Outlay	\$0.00		\$0.00		\$0.00	
1-10-9800	Interest Expense	\$0.00		\$0.00		\$0.00	
1-10-9850	Depreciation	\$0.00		\$0.00		\$0.00	
<b>Administrative &amp; General General</b>		<b>\$550,922.00</b>		<b>\$38,310.00</b>	<b>\$38,310.00</b>	<b>\$550,922.00</b>	
<b>Administrative &amp; General Expense</b>		<b>\$550,922.00</b>		<b>\$38,310.00</b>	<b>\$38,310.00</b>	<b>\$550,922.00</b>	
<b>Administrative &amp; General</b>				<b>\$38,310.00</b>	<b>\$38,310.00</b>		<b>\$1,792,356.00</b>

# City of Parker

## Revised Annual Budget

For Police (20)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-20-6000	Office equipment and supplies	\$2,000.00		\$0.00		\$2,000.00	
1-20-6010	Printing	\$1,000.00		\$0.00		\$1,000.00	
1-20-6020	Computer equipment and software upgrade	\$3,500.00		\$0.00		\$3,500.00	
1-20-6045	Memberships, dues and subscriptions	\$3,500.00		\$0.00		\$3,500.00	
1-20-6100	Communications	\$9,000.00		\$0.00		\$9,000.00	
1-20-6200	Vehicle fuel, oil, wash and tracking	\$39,000.00		\$0.00		\$39,000.00	
1-20-6340	Gas, oil, propane, and electric	\$4,500.00		\$1,000.00		\$5,500.00	
1-20-6410	Vehicle repairs and maintenance	\$8,000.00		\$1,500.00		\$9,500.00	
1-20-6420	Camera and in-car video equipment and supplies	\$1,000.00		\$0.00		\$1,000.00	
1-20-6430	Departmental equipment	\$1,000.00		\$0.00		\$1,000.00	
1-20-6435	Electronic repairs and radios	\$2,000.00		\$0.00		\$2,000.00	
1-20-6440	Crime scene equipment and supplies	\$500.00		\$0.00		\$500.00	
1-20-6445	Crime prevention	\$1,000.00		\$0.00		\$1,000.00	
1-20-6450	CCSO - dispatch service	\$19,730.00		\$0.00		\$19,730.00	
1-20-6455	CCSO - inmate boarding	\$3,000.00		\$0.00		\$3,000.00	
1-20-6460	Uniforms and officer equipment	\$4,000.00		\$0.00		\$4,000.00	
1-20-6465	Animal control	\$6,000.00		\$3,500.00		\$9,500.00	
1-20-6470	Child abuse task force	\$2,750.00		\$0.00		\$2,750.00	
1-20-6475	"800" mhz radios	\$1,000.00		\$0.00		\$1,000.00	
1-20-6495	New police patrol unit	\$64,500.00		\$0.00		\$64,500.00	
1-20-6878	Tuition Reimbursement	\$3,000.00			\$2,000.00	\$1,000.00	
1-20-7800	Insurance - liability	\$10,000.00			\$2,000.00	\$8,000.00	
1-20-7900	Training and education	\$11,000.00			\$2,000.00	\$9,000.00	
1-20-8000	Salaries and wages	\$404,714.00				\$404,714.00	
1-20-8100	Overtime wages	\$2,000.00		\$0.00		\$2,000.00	
1-20-8200	TMRS benefits	\$45,370.00		\$0.00		\$45,370.00	
1-20-8250	Workers' compensation	\$14,235.00		\$0.00		\$14,235.00	
1-20-8300	Employers matching medicare	\$5,897.00		\$0.00		\$5,897.00	
1-20-8400	Health insurance	\$46,200.00		\$0.00		\$46,200.00	
<b>Police General</b>		<b>\$719,396.00</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$719,396.00</b>	
<b>Police Expense</b>		<b>\$719,396.00</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$719,396.00</b>	
<b>Police</b>		<b>\$719,396.00</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$719,396.00</b>	

# City of Parker Revised Annual Budget

For Municipal Court (30)  
For the Fiscal Year 2012

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Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-30-6000	Office supplies	\$1,000.00		\$0.00		\$1,000.00	
1-30-6020	Court technology fund	\$7,500.00		\$0.00		\$7,500.00	
1-30-6080	Security Fund	\$1,500.00		\$0.00		\$1,500.00	
1-30-6510	Court refunds and jury costs	\$1,800.00		\$0.00		\$1,800.00	
1-30-6520	State court costs	\$65,000.00		\$0.00		\$65,000.00	
1-30-6545	Court food and supplies	\$250.00		\$0.00		\$250.00	
1-30-7100	Judge fees	\$6,420.00		\$0.00		\$6,420.00	
1-30-7111	Prosecuting attorney fees	\$6,000.00		\$0.00		\$6,000.00	
1-30-7900	Court training and education	\$1,250.00		\$0.00		\$1,250.00	
1-30-8000	Salaries and wages	\$24,794.00		\$0.00		\$24,794.00	
1-30-8200	TMRS benefits	\$2,780.00		\$0.00		\$2,780.00	
1-30-8250	Workers' compensation	\$74.00		\$0.00		\$74.00	
1-30-8300	Employers matching medicare	\$360.00		\$0.00		\$360.00	
1-30-8400	Health insurance	\$3,300.00		\$0.00		\$3,300.00	
<b>Municipal Court General</b>		<b>\$122,028.00</b>		<b>\$0.00</b>		<b>\$122,028.00</b>	
<b>Municipal Court Expense</b>		<b>\$122,028.00</b>		<b>\$0.00</b>		<b>\$122,028.00</b>	
<b>Municipal Court</b>		<b>\$122,028.00</b>		<b>\$0.00</b>		<b>\$122,028.00</b>	

# City of Parker Revised Annual Budget

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For Fire (40)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-40-6000	Office equipment and supplies	\$1,000.00		\$0.00		\$1,000.00	
1-40-6010	Printing and postage	\$1,200.00		\$0.00		\$1,200.00	
1-40-6045	Memberships, dues and subscriptions	\$2,500.00		\$0.00		\$2,500.00	
1-40-6100	Communications - pagers	\$3,500.00		\$0.00		\$3,500.00	
1-40-6200	Vehicle operation and maintenance	\$17,500.00		\$4,178.57		\$21,678.57	
1-40-6300	Medical director	\$2,000.00		\$0.00		\$2,000.00	
1-40-6305	Fire marshal expense	\$250.00		\$0.00		\$250.00	
1-40-6310	Medical transport	\$35,000.00		\$0.00		\$35,000.00	
1-40-6315	Medical supplies (consumables)	\$4,000.00		\$986.90		\$4,986.90	
1-40-6320	Dispatch services	\$28,000.00			\$2,382.48	\$25,617.52	
1-40-6325	Reimbursement per call	\$25,000.00		\$0.00		\$25,000.00	
1-40-6330	Lease expense - defibrillator	\$0.00		\$0.00		\$0.00	
1-40-6340	Gas, oil, propane, and electric (fire dept)	\$20,000.00		\$0.00		\$20,000.00	
1-40-6345	Consumable fire suppression and hazmat supplies	\$1,000.00		\$0.00		\$1,000.00	
1-40-6350	Equipment and electronic repairs	\$7,500.00		\$0.00		\$7,500.00	
1-40-6360	Uniforms and equipment	\$6,000.00		\$0.00		\$6,000.00	
1-40-6365	Replacement gear	\$20,000.00		\$0.00		\$20,000.00	
1-40-6370	Software licensing fees	\$5,000.00		\$0.00		\$5,000.00	
1-40-6375	Inoculations/physicals/drug screening	\$1,000.00		\$0.00		\$1,000.00	
1-40-6380	Building maintenance and upgrades	\$2,000.00		\$0.00		\$2,000.00	
1-40-6390	Capital equipment purchases	\$3,000.00			\$986.51	\$2,013.49	
1-40-6395	Radio and air tank replacement	\$20,000.00		\$0.00		\$20,000.00	
1-40-7800	Insurance - Liability	\$6,000.00			\$1,796.48	\$4,203.52	
1-40-7810	Insurance - Workers Comp	\$2,100.00		\$0.00		\$2,100.00	
1-40-7820	Insurance - Fire Dept AD&D	\$6,300.00		\$0.00		\$6,300.00	
1-40-7900	Training and education	\$15,000.00		\$0.00		\$15,000.00	
1-40-7915	New Brush Truck	\$2,000.00		\$0.00		\$2,000.00	
<b>Fire General</b>		<b>\$236,850.00</b>		<b>\$5,165.47</b>	<b>\$5,165.47</b>	<b>\$236,850.00</b>	
<b>Fire Expense</b>		<b>\$236,850.00</b>		<b>\$5,165.47</b>	<b>\$5,165.47</b>	<b>\$236,850.00</b>	
<b>Fire</b>		<b>\$236,850.00</b>		<b>\$5,165.47</b>	<b>\$5,165.47</b>	<b>\$236,850.00</b>	

**City of Parker**  
**Revised Annual Budget**  
For Building & Code Enforcement (50)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-50-6020	Computer equipment and software upgrade	\$1,000.00			\$1,000.00	\$0.00	
1-50-6045	Memberships, dues and subscriptions	\$250.00		\$0.00		\$250.00	
1-50-6100	Communications	\$1,000.00		\$0.00		\$1,000.00	
1-50-6200	Vehicle fuel, oil, wash and tracking	\$3,000.00		\$1,000.00		\$4,000.00	
1-50-6910	Miscellaneous supplies	\$500.00		\$0.00		\$500.00	
1-50-6940	Uniforms	\$300.00		\$0.00		\$300.00	
1-50-7800	Insurance - liability	\$450.00		\$0.00		\$450.00	
1-50-7900	Training and education	\$1,500.00		\$0.00		\$1,500.00	
1-50-7910	Fire sprinkler plan review and inspections	\$0.00		\$0.00		\$0.00	
1-50-7920	New Truck - Building & Code	\$0.00		\$0.00		\$0.00	
1-50-8000	Salaries and wages	\$67,300.00		\$0.00		\$67,300.00	
1-50-8200	TMRS benefits	\$7,478.00		\$0.00		\$7,478.00	
1-50-8250	Workers' compensation	\$538.00		\$0.00		\$538.00	
1-50-8300	Employers matching medicare	\$976.00		\$0.00		\$976.00	
1-50-8400	Health insurance	\$6,600.00		\$0.00		\$6,600.00	
<b>Building &amp; Code Enforcement General</b>		<b>\$90,892.00</b>		<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$90,892.00</b>	
<b>Building &amp; Code Enforcement Expense</b>		<b>\$90,892.00</b>		<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$90,892.00</b>	
<b>Building &amp; Code Enforcement</b>		<b>\$90,892.00</b>		<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$90,892.00</b>	

**City of Parker**  
**Revised Annual Budget**  
 For Parks and recreation (Conservancy) (55)  
 For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-55-6800	Keep Parker Beautiful	\$0.00		\$0.00		\$0.00	
1-55-6810	Preserve and trails	\$23,000.00		\$0.00		\$23,000.00	
1-55-6820	Consultant support	\$500.00		\$0.00		\$500.00	
1-55-6830	Site improvements	\$1,500.00		\$0.00		\$1,500.00	
1-55-6840	Routine maintenance	\$2,500.00		\$0.00		\$2,500.00	
1-55-6850	Open house	\$3,500.00		\$0.00		\$3,500.00	
1-55-6860	Scouting Projects	\$2,000.00		\$0.00		\$2,000.00	
1-55-6870	Parking Lot Upgrade	\$0.00		\$0.00		\$0.00	
<b>Parks and recreation (Conservancy) Park and recreation</b>		<b>\$33,000.00</b>		<b>\$0.00</b>		<b>\$33,000.00</b>	
<b>Parks and recreation (Conservancy) Expense</b>		<b>\$33,000.00</b>		<b>\$0.00</b>		<b>\$33,000.00</b>	
<b>Parks and recreation (Conservancy)</b>		<b>\$33,000.00</b>		<b>\$0.00</b>		<b>\$33,000.00</b>	

# City of Parker

## Revised Annual Budget

For Public Works (60)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-60-6340	Gas, oil, propane, and electric	\$4,500.00		\$0.00		\$4,500.00	
1-60-6600	Administration fee	\$10,000.00		\$0.00		\$10,000.00	
1-60-6610	Street maintenance and repair	\$300,000.00			\$1,500.00	\$298,500.00	
1-60-6630	Median expenses	\$9,000.00		\$0.00		\$9,000.00	
1-60-6640	Drainage expense	\$25,000.00		\$0.00		\$25,000.00	
1-60-6650	Public safety and signage	\$9,000.00		\$0.00		\$9,000.00	
1-60-6660	Tools and equipment	\$10,000.00		\$0.00		\$10,000.00	
1-60-6670	Vehicle and tractor expense	\$12,000.00		\$0.00		\$12,000.00	
1-60-6672	Tractor Rental	\$4,000.00		\$0.00		\$4,000.00	
1-60-6675	Mower and fuel	\$3,000.00		\$1,500.00		\$4,500.00	
1-60-6680	Lawn Mower Purchase	\$20,000.00		\$0.00		\$20,000.00	
1-60-7200	Engineering fees	\$25,000.00		\$0.00		\$25,000.00	
1-60-7210	McCreary Road engineering	\$0.00		\$0.00		\$0.00	
1-60-7500	GIS computers services	\$5,000.00		\$0.00		\$5,000.00	
1-60-7800	Insurance- liability	\$1,045.00		\$0.00		\$1,045.00	
1-60-8000	Salaries and wages	\$56,162.00		\$0.00		\$56,162.00	
1-60-8100	Overtime wages	\$0.00		\$0.00		\$0.00	
1-60-8200	TMRS benefits	\$6,344.00		\$0.00		\$6,344.00	
1-60-8250	Workers' compensation	\$2,246.00		\$0.00		\$2,246.00	
1-60-8300	Employers matching medicare/fica	\$818.00		\$0.00		\$818.00	
1-60-8400	Health insurance	\$9,240.00		\$0.00		\$9,240.00	
<b>Public Works Fire department</b>		<b>\$512,355.00</b>		<b>\$1,500.00</b>	<b>\$1,500.00</b>	<b>\$512,355.00</b>	
<b>Public Works Expense</b>		<b>\$512,355.00</b>		<b>\$1,500.00</b>	<b>\$1,500.00</b>	<b>\$512,355.00</b>	
<b>Public Works</b>		<b>\$512,355.00</b>		<b>\$1,500.00</b>	<b>\$1,500.00</b>	<b>\$512,355.00</b>	

# City of Parker

## Revised Annual Budget

For City Property (65)  
For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-65-6100	Communications	\$7,000.00		\$0.00		\$7,000.00	
1-65-6340	Gas, oil, propane, and electric	\$12,500.00		\$0.00		\$12,500.00	
1-65-6710	Maintenance and operations	\$25,000.00		\$0.00		\$25,000.00	
1-65-6720	Improvements	\$20,000.00		\$0.00		\$20,000.00	
1-65-7800	Insurance - liability	\$9,350.00		\$0.00		\$9,350.00	
1-65-8100	Overtime wages	\$0.00		\$0.00		\$0.00	
<b>City Property Expense</b>		<b>\$73,850.00</b>		<b>\$0.00</b>		<b>\$73,850.00</b>	
<b>City Property</b>		<b>\$73,850.00</b>		<b>\$0.00</b>		<b>\$73,850.00</b>	

**City of Parker**  
**Revised Annual Budget**  
For Future Capital Improvements (85)  
For the Fiscal Year 2012

4/10/2012 10:00am

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-85-6880	Remodel for Fire Department	\$0.00		\$0.00		\$0.00	
1-85-9220	Fire truck/heavy equip reserve	\$3,986.00		\$0.00		\$3,986.00	
<b>Future Capital Improvements Capital outlay</b>		\$3,986.00		\$0.00		\$3,986.00	
<b>Future Capital Improvements Expense</b>		\$3,986.00		\$0.00		\$3,986.00	
<b>Future Capital Improvements</b>		\$3,986.00		\$0.00		\$3,986.00	

## Revised Annual Budget

For Capital leases (90)

For the Fiscal Year 2012

Account Number	Description	Original Budget		Revisions		Revised Budget	
		Debits	Credits	Debits	Credits	Debits	Credits
1-90-9040	ANB- PVFD 02 Smeal E-16 #10111	\$0.00		\$0.00		\$0.00	
1-90-9045	ANB-Public Safety Equip #88054097	\$0.00		\$0.00		\$0.00	
1-90-9050	ANB-PW 06 Ford F150 #88055074	\$0.00		\$0.00		\$0.00	
1-90-9055	ANB-PVFD Booster #88029426	\$0.00		\$0.00		\$0.00	
1-90-9060	ANB-05 Ford Explorer #88041439	\$0.00		\$0.00		\$0.00	
1-90-9065	ANB-05 Ford Explorer #88038781	\$0.00		\$0.00		\$0.00	
<b>Capital leases Capital leases</b>		\$0.00		\$0.00		\$0.00	
<b>Capital leases Expense</b>		\$0.00		\$0.00		\$0.00	
<b>Capital leases</b>		\$0.00		\$0.00		\$0.00	

**ORDINANCE NO. 678**  
*(Budget Amendment 2011-2012)*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, FINDING THE NEED TO AMEND THE 2011-2012 MUNICIPAL BUDGET FOR MUNICIPAL PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Parker utilized diligent thought and attention to the preparation of the 2011-2012 budget; and

WHEREAS, circumstances have arisen during the fiscal year which have, or will require the expenditure of additional funds in some of the line items of the budget, and for which there is more than adequate funding in the line items of the budget; and

WHEREAS, the City Council finds the amendments in the line items identified in Exhibit A are reasonable, necessary, and for municipal purposes;

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

**SECTION 1. FINDINGS.** The City Council finds the statements made in the preamble above are true.

**SECTION 2. BUDGET LINE ITEMS.** The City Council approves the budget amendments in the attached Exhibit A.

**SECTION 3. BUDGET TOTAL.** The City Council further finds the amended budget line items (Exhibit A) will not cause the total expenditures in the budget to exceed the total original budgeted amount.

**SECTION 4. APPROVAL.** The Amended Budget for 2011-2012 (Exhibit B) is hereby approved by the City Council.

**SECTION 5. AUTHORIZATION.** The Mayor is authorized to make the transfers as set forth above, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached amended budget, with the city secretary, and in the office of the County Clerk of Collin County, Texas.

**SECTION 6. SEVERABILITY CLAUSE.** It is the intent of the City Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect immediately from and after its passage.

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF PARKER, TEXAS**

\_\_\_\_\_  
Joe Cordina, Mayor

**ATTEST:**

\_\_\_\_\_  
Carrie Smith, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James E. Shepherd, Municipal Attorney

**ATTACHMENTS:**

Exhibit A – Budget Amendments as of 03/16/2012

Exhibit B - Amended Budget for 2011-2012

**EXHIBIT A****City of Parker  
Budget Amendments  
As of 03/16/2012**

<b>Account #</b>	<b>Description</b>	<b>Orig Budget</b>	<b>Revised Budget</b>	<b>Adjustment</b>
1-10-7700	Codification Services	750.00	1,060.00	310.00
1-10-8600	Personnel Contingency	5,000.00	30,000.00	25,000.00
1-10-6920	Admin. Contingency	5,000.00	12,000.00	7,000.00
1-10-8000	Salaries & Wages	182,125.00	157,125.00	(25,000.00)
1-10-6040	Newsletter Expense	25,000.00	17,690.00	(7,310.00)
<b>Administration Balance</b>				<u><u>0.00</u></u>
1-20-6340	Gas, Oil, Propane and electric	4,500.00	5,500.00	1,000.00
1-20-6465	Animal Control	6,000.00	9,500.00	3,500.00
1-20-6410	Vehicle Repairs & Maintenance	8,000.00	9,500.00	1,500.00
1-20-7800	Insurance	10,000.00	8,000.00	(2,000.00)
1-20-6878	Tuition reimbursement	3,000.00	1,000.00	(2,000.00)
1-20-7900	Training	11,000.00	9,000.00	(2,000.00)
<b>Police Balance</b>				<u><u>0.00</u></u>
1-40-6390	Capital Equipment	3,000.00	2,013.49	(986.51)
1-40-6315	Medical supplies	4,000.00	4,986.90	986.90
1-40-6320	Dispatch services	28,000.00	25,617.52	(2,382.48)
1-40-7800	Insurance - Liability	6,000.00	4,203.52	(1,796.48)
1-40-6200	Vehicle maintenance	17,500.00	21,678.57	4,178.57
<b>Fire Dept Balance</b>				<u><u>0.00</u></u>
1-50-6200	Vehicle Expense	3,000.00	4,000.00	1,000.00
1-50-6020	Computer Equipment	1,000.00	0.00	(1,000.00)
<b>Build &amp; Code Balance</b>				<u><u>0.00</u></u>
1-60-6675	Mower & Fuel	3,000.00	4,500.00	1,500.00
1-60-6610	Street maintenance & Repair	300,000.00	298,500.00	(1,500.00)
<b>Public Works Balance</b>				<u><u>0.00</u></u>



## Council Agenda Item

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount: \$70.92 per day	Department/ Requestor: Police Department
Fund Balance-before expenditure:	Prepared by:
Estimated Cost:	Date Prepared: 4/10/2012
Exhibits:	1) Resolution 2) Agreement

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-367 PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 8 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.

### SUMMARY

This is the annual renewal of the Jail Service agreement with Collin Council. Cost has remained the same.

Section 6 was amended in 2010 to better protect the City in the event of a problem.


Term of the agreement is 1-year, beginning October 1, 2012 and ending September 31, 2012.

### POSSIBLE ACTION

Approve: Move to approve Resolution 2012-367 as written.

Table

Deny:

Inter – Office Use			
<b>Approved by:</b>			
Department Head:	Chief Fragoso by email	Date:	4/11/2012
City Attorney:	By email	Date:	4/12/2012
City Administrator:		Date:	4-12-12

**RESOLUTION NO. 2012-367**  
*(2012-2013 Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 8 JAIL  
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County;

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

**WHEREAS**, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services;

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

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

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

**SECTION 2.** That this resolution shall be effective upon its passage.

**APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

\_\_\_\_\_  
Joe Cordina, Mayor

ATTEST:

\_\_\_\_\_  
Carrie L. Smith, City Secretary

APPROVED TO FORM:

\_\_\_\_\_  
James E. Shepherd, City Attorney



## Amendment No. Eight (8) \_\_\_\_\_

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75069  
972-548-4165

Vendor:	<u>CITY OF PARKER</u>	Contract	<u>Agreement, Jail Services</u>
	<u>Mayor, Joe Cordina</u>	Agreement	<u>12137-08</u>
	<u>5700 E. Parker Road</u>		
	<u>Parker, TX 75002</u>	Effective Date	<u>10/1/2012</u>

Awarded by Court Order No.:	<u>2003-091-02-11</u>
Amendment # 1	<u>2004-855-10-12</u>
Amendment # 2	<u>2006-285-03-28</u>
Amendment # 3	<u>2007-768-09-11</u>
Amendment # 4	<u>2008-790-09-23</u>
Amendment # 5	<u>2009-726-09-14</u>
Amendment # 6	<u>2010-691-09-13</u>
Amendment # 7	<u>2011-806-10-10</u>
Amendment # 8	

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2013, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Print Name

CITY OF PARKER  
Mayor, Joe Cordina  
5700 E. Parker Road  
Parker, TX 75002

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

Frank Ybarbo

Purchasing Agent

DATE:



## Council Agenda Item

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount:	Department/ Requestor: Parks and Rec
Fund Balance-before expenditure:	Prepared by: J Sterk
Estimated Cost:	Date Prepared: 4/10/2012
Exhibits:	1) Presentation

### AGENDA SUBJECT

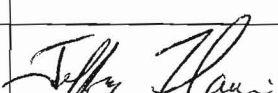
PRESENTATION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON  
PARKS AND RECREATION QUARTERLY REPORT.

### SUMMARY

A revised presentation may be provided at the meeting.

### POSSIBLE ACTION

No Action required.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-12-12



# Parks & Recreation

Quarterly Report – April 2012

# Parks & Recreation Agenda

2

- Barn Renovation
- Tree Memorial
- Keep Parker Beautiful
- Scout Projects

# P&R – Barn Renovation



Historical Society Moving Along and  
Keeping P&R Informed of changes and  
updates

# P&R – Tree Memorial Program



- A positive way to expand the community's involvement in planting trees is through the creation of a Memorial Tree Program
- Trees promote healing for grieving families and friends who have suffered a loss
- The new trees resulting from this program provide a place of quiet reflection and a sense of comfort to those in need
- Participating in this program is a wonderful way to honor someone special and to add value to our city
- You may choose from several species including Live Oak, Shumardi Red Oak, Chinquapin Oak, Cedar Elm, Chinese Pistache, Bald Cypress and Red or White Crepe Myrtles
- The trees will come with a 4"x9" permanent personalized plaque
- The City of Parker has a Tree Memorial Plan illustrating the specific species locations
- The trees will be 4" caliper and planted and maintained by the city, with plantings occurring in the fall
- Fits in with Texas Tree Initiative

# P&R – Tree Memorial

## TREE MEMORIAL APPLICATION FORM



NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_



### TREE SELECTION Price includes plaque

\_\_\_ Live Oak \$500 \_\_\_ Shumardi Red Oak \$500

\_\_\_ Bald Cypress \$500 \_\_\_ Cedar Elm \$500

\_\_\_ Chinquapin Oak \$650 \_\_\_ Chinese Pistache \$650

\_\_\_ Red Crepe Myrtle \$375 \_\_\_ White Crepe Myrtle \$375



### INFORMATION FOR THE PLAQUE

4"x9" bronze secured in cement

Please select one of the following plaque headers:

\_\_\_ In Honor of \_\_\_\_\_ Please provide the name of person or group you would like listed:

\_\_\_ In Memory of \_\_\_\_\_

\_\_\_ In Recognition of \_\_\_\_\_ Please provide a date(s) you would like listed on the plaque:

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

Please make checks payable to The City of Parker and submit to:

Parker City Hall, 5700 E. Parker Rd, Parker, TX 7500

Please submit request by August 31<sup>st</sup> to ensure fall planting

# P&R – KPB Benefits



- Access to KTB's partner agencies and to our network of more than 360 community affiliates
- Access to grant funding opportunities designated specifically for KTB affiliates and/or environmental programs
- Use of the KTB logo and assistance with marketing and promotion of local events with informational mailings regarding pertinent deadlines, events and funding opportunities
- Free supplies, signs and volunteer incentives for affiliate cleanup events
- Statewide recognition for active affiliates
- An official KTB affiliate road sign
- Committee made up of staff, government agencies, peers, and board members working on affiliates' behalf.
- Get our Youth involved in the Community

# P&R – KPB Responsibilities



- An annual \$100 membership fee
- Organize a local citizen committee or board
- Complete a brief annual report
- Attend one KTB training session annually
- Participate in one KTB-endorsed local community activity annually

# P&R – KPB Goals



- Increase an affiliate's interest in litter prevention, waste reduction and beautification
- Enable affiliates already involved in the KTB program to fulfill their commitment
- Encourage and assist affiliates applying for Keep America Beautiful (KAB) certification

# P&R – Scout Projects



- Split Rail Fence
- Trash Receptacles
- Barn Cleanup
- More to come

# Parks & Recreation

Thank you!

**Council Agenda Item**

Budget Account Code:	Meeting Date: April 17, 2012
Budgeted Amount:	Department/ Requestor: ACSC
Fund Balance-before expenditure:	Prepared by: J Shepherd
Estimated Cost:	Date Prepared: 4/10/2012
Exhibits:	1) Resolution

**AGENDA SUBJECT**

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-368 AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

**SUMMARY**

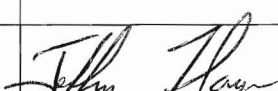
Please see attached Memo and Staff Report from the Coalition.

**POSSIBLE ACTION**

Approve Resolution 2012 -368 as written.

Table

Deny

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	4-12-12

## MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jay Doegey and Odis Dolton, Co-Chairs, Atmos Cities Steering Committee

DATE: April 5, 2012

RE: **Action Needed - 2012 Membership Assessment Invoice**

On January 27, 2012 the Atmos Cities Steering Committee ("ACSC") held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Based upon the population-based assessment protocol previously adopted by the ACSC, the annual assessment fee for 2012 is \$0.05 per capita.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. The past year, in particular, has been an active one for ACSC.

For the last four years, Atmos Mid-Tex made Rate Review Mechanism ("RRM") filings, seeking to increase rates in the cities. However, negotiations between Atmos Mid-Tex and ACSC to perpetuate the RRM program for a fifth year were unsuccessful. On January 31, 2012, Atmos Mid-Tex filed its statement of intent to increase rates by approximately \$49 million or 11.94%. Excluding gas costs, the Company's increase would be 13.6% for residential customers. Additionally, the request seeks to increase the residential fixed-monthly charge from \$7.50 to \$18.00, while decreasing the consumption charge from \$0.25 per 100 cubic feet ("ccf") to \$0.07 per ccf. ACSC has engaged consultants who are currently reviewing the filing and evaluating the merits of the Company's requested rate increase.

In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2012 membership assessment. To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- Model resolution approving the 2012 assessment
- Model staff report supporting the resolution
- List of ACSC members
- Assessment invoice

Forward the membership assessment fee and, if applicable, the signed resolution to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Co-Chairmen Jay Doegey (817/459-6878), or Odis Dolton (325/676-6496). ACSC's counsel, Geoffrey Gay ([ggay@lglawfirm.com](mailto:ggay@lglawfirm.com)) and Thomas Brocato ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)) at 512/322-5857 are also available to assist you.

# **STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE**

## **Purpose of the Resolution:**

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 154 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

## **The ACSC Membership Assessment Supports Important Activities:**

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

## **Explanation of Resolution Paragraphs:**

1. This paragraph authorizes the continuation of the City’s membership in ACSC.
2. This paragraph authorizes payment of the City’s annual assessment to the ACSC in the amount of five cents (\$0.05) per capita.
3. This paragraph requires notification that the City has adopted the Resolution.

## **Payment of Assessment**

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004-3231.

**RESOLUTION NO. 2012-368**

**A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE  
ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE  
PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES  
STEERING COMMITTEE TO FUND REGULATORY AND RELATED  
ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.**

**WHEREAS**, the City of Parker is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

**WHEREAS**, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

**WHEREAS**, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

**WHEREAS**, the City is a member of ACSC; and

**WHEREAS**, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

**I.**

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Parker and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

**II.**

It is further authorized to pay its 2012 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

**III.**

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Mary Bunkley  
Treasurer, Atmos Cities Steering Committee  
c/o Arlington City Attorney's Office, Mail Stop 63-0300  
Post Office Box 90231  
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Parker, Texas.

ATTEST:

\_\_\_\_\_  
Mayor Joe Cordina

\_\_\_\_\_  
City Secretary Carrie L. Smith

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney James E. Shepherd

## ACSC Cities (154 Total)

Abilene	Fate	Palestine
Addison	Flower Mound	Pantego
Allen	Forest Hill	Paris
Alvarado	Fort Worth	Parker
Angus	Frisco	Pecan Hill
Anna	Frost	Plano
Argyle	Gainesville	Ponder
Arlington	Garland	Pottsboro
Bedford	Garrett	Prosper
Bellmead	Grand Prairie	Quitman
Benbrook	Grapevine	Red Oak
Beverly Hills	Haltom City	Reno (Parker County)
Blossom	Harker Heights	Richardson
Blue Ridge	Haskell	Richland
Bowie	Haslet	Richland Hills
Boyd	Hewitt	River Oaks
Bridgeport	Highland Park	Roanoke
Brownwood	Highland Village	Robinson
Buffalo	Honey Grove	Rockwall
Burkburnett	Hurst	Roscoe
Burleson	Iowa Park	Rowlett
Caddo Mills	Irving	Royse City
Carrollton	Justin	Sachse
Cedar Hill	Kaufman	Saginaw
Celeste	Keene	Seagoville
Celina	Keller	Sherman
Cisco	Kemp	Snyder
Cleburne	Kennedale	Southlake
Clyde	Kerrville	Springtown
College Station	Killeen	Stamford
Colleyville	Krum	Stephenville
Colorado City	Lakeside	Sulphur Springs
Comanche	Lake Worth	Sweetwater
Coolidge	Lancaster	Temple
Coppell	Lewisville	Terrell
Corinth	Lincoln Park	The Colony
Corral City	Little Elm	Trophy Club
Crandall	Lorena	Tyler
Crowley	Madisonville	University Park
Dalworthington Gardens	Malakoff	Venus
Denison	Mansfield	Vernon
DeSoto	McKinney	Waco
Duncanville	Melissa	Watauga
Eastland	Mesquite	Waxahachie
Edgecliff Village	Midlothian	Westlake
Emory	Murphy	Whitesboro
Ennis	Newark	White Settlement
Euless	Nocona	Wichita Falls
Everman	North Richland Hills	Woodway
Fairview	Northlake	Wylie
Farmers Branch	Oak Leaf	
Farmersville	Ovilla	

Atmos Gas Cities Steering Committee

c/o Jay Doegey, City Attorney  
Post Office Box 90231  
Arlington, Texas 76004-3231

Invoice

Date	Invoice #
3/27/2012	12-120

Bill To
City of Parker

Item	Population	Per Capita	Amount
2012 Assessment	3,811	0.05	190.55
		<b>Total</b>	\$190.55

Please make check payable to: Atmos Cities Steering Committee, and mail to: Atmos Cities Steering Committee c/o Mary Bunkley, Treasurer, Arlington City Attorney's Office, PO Box 90231, Mail Stop 63-0300, Arlington, Texas 76004-3231.

## Future Council Agenda Items

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
	Canvass General Election - SPECIAL MEETING	May 22, 2012	Smith	Required by State law. Election must be canvassed no later than the 11th day after election day. Deadline is May 23.
30	Board appointments: P&Z, PRC, ZBA	June	Smith	
30	Appointment of City Judge, Alt Judge and Prosecutor	June	Shepherd	Refer to Res 2012-302
10	Accept Contract for Annual Road Maintenance	June	Flanigan	
30	Review SB 100 - Future Elections	Summer 2012	Smith	Review the options of changing the general election date. Options include 1) move to November, 2) change terms and move to May in odd-years only, 3) keep it each May.
15	RFQ/RFP for 2011-2012 Auditor	Summer 2012	Boyd	used same auditing firm for 5-years, time to Change
15	Renewal of curfew ordinance	Summer 2012	Fragoso	Required by statute to review every 3-years.
1 day	Annual Planning session	Summer 2012	Boyd	
2 days	Annual Budget Session	Summer 2012	Boyd	