



## AGENDA

### CITY COUNCIL MEETING June 26, 2012 @ 5:30 PM

Notice is hereby given the City Council for the City of Parker will meet in a Special Meeting on Tuesday, June 26, 2012 at 5:30 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

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

#### **EXECUTIVE SESSION 5:30 – 7:00**

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

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:
  - a. 551.074 Personnel—process and selection of an appointee to the vacancy created by Mayor Pro Tem Marshall elected as Mayor.
  - b. 551.087—deliberation regarding economic development proposal in the ETJ of the city as proposed by developer of property near Curtis Road and Lewis Lane.
2. RECONVENE REGULAR MEETING.
3. ANY APPROPRIATE DELIBERATION AND/OR ACTION ON THE EXECUTIVE SESSION SUBJECT LISTED ABOVE.
4. OATH OF OFFICE TO COUNCIL APPOINTEE, IF AN APPOINTMENT IS MADE.

#### **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

5. PUBLIC HEARING AND ANY CONSIDERATION ON A REQUEST TO ANNEX APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012- 360 APPROVING A CONTRACT WITH SENSUS METERING FOR THE PURCHASE OF WATER METER EQUIPMENT.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2011-329 ENTITLED POWERS AND DUTIES OF THE MAYOR.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012- 380 ACCEPTING AN ANNEXATION PETITION, AND SETTING TWO PUBLIC HEARINGS, FOR APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT 428.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PURCHASING THE RIGHT TO REPRINT THE ARTICLE FROM D MAGAZINE.

## ROUTINE ITEMS

10. FUTURE AGENDA ITEM REQUESTS.

11. 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 June 22, 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: June 26, 2012
Budgeted Amount:	Department/ Requestor: City Administrator
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/21/2012
Exhibits:	1) Annexation Request Form

### AGENDA SUBJECT

PUBLIC HEARING ON A REQUEST TO ANNEX APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.

### SUMMARY

City Council is required by law to hold two public hearings. This is the second of the two hearings.

The purpose of the hearings are to receive public comments on a request for annexation submitted by Henry Cleburne Raney, Lura R. Raney, Curtis Pohl, Alexander Dinverno, Marie Dinverno, Scott E. Fletcher, Maria J. Fletcher, Steve Rhodes, and Sally Rhodes to the City of Parker, Collin County, Texas, requesting annexation of approximately 6.353 acres of land in the Richard Sparks survey, Abstract # 850, Collin County, Texas. The land proposed by the Petitioners is to be annexed, and replatted to become additions to Lots 3, 4, 6, 7, and 8 of Block A of Brooks Farm Estates.

**Mayor Marshall is to**

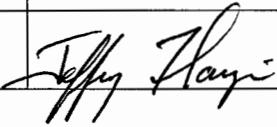
- Open Public Hearing at \_\_\_\_\_ p.m.**
- Take Public Comments**
- Close Public Hearing at \_\_\_\_\_ p.m.**
  
- Announce action on the request will be taken on July 17.**

Council discussion.

**POSSIBLE ACTION**

No Action

---

Inter-Office Use			
<b>Approved by:</b>			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-22-12



ZONING BOUNDARY CHANGE APPLICATION FORM  
ANNEXATION REQUEST FORM

1. Requesting: Permanent Zoning \_\_\_\_\_  
 Re-Zoning  (See Note\*)  
 Annexation

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

2. Description and Location of Property:

- a. Survey and abstract: \_\_\_\_\_
- b. Lot and block: Lot 3-8 Block A
- c. Total number of acres: 6 1/-
- d. Location further described: \_\_\_\_\_

3. Attach 8 copies of the preliminary plat or survey that contains:

- a. North point, scale, and date
- b. Name and address of:
  - i. Applicant
  - ii. Engineer or surveyor responsible for survey of plat
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to the property
- e. Location of existing or platted streets within and adjacent to the existing property
- f. Location of all existing rights of way, utility, and/or drainage easements

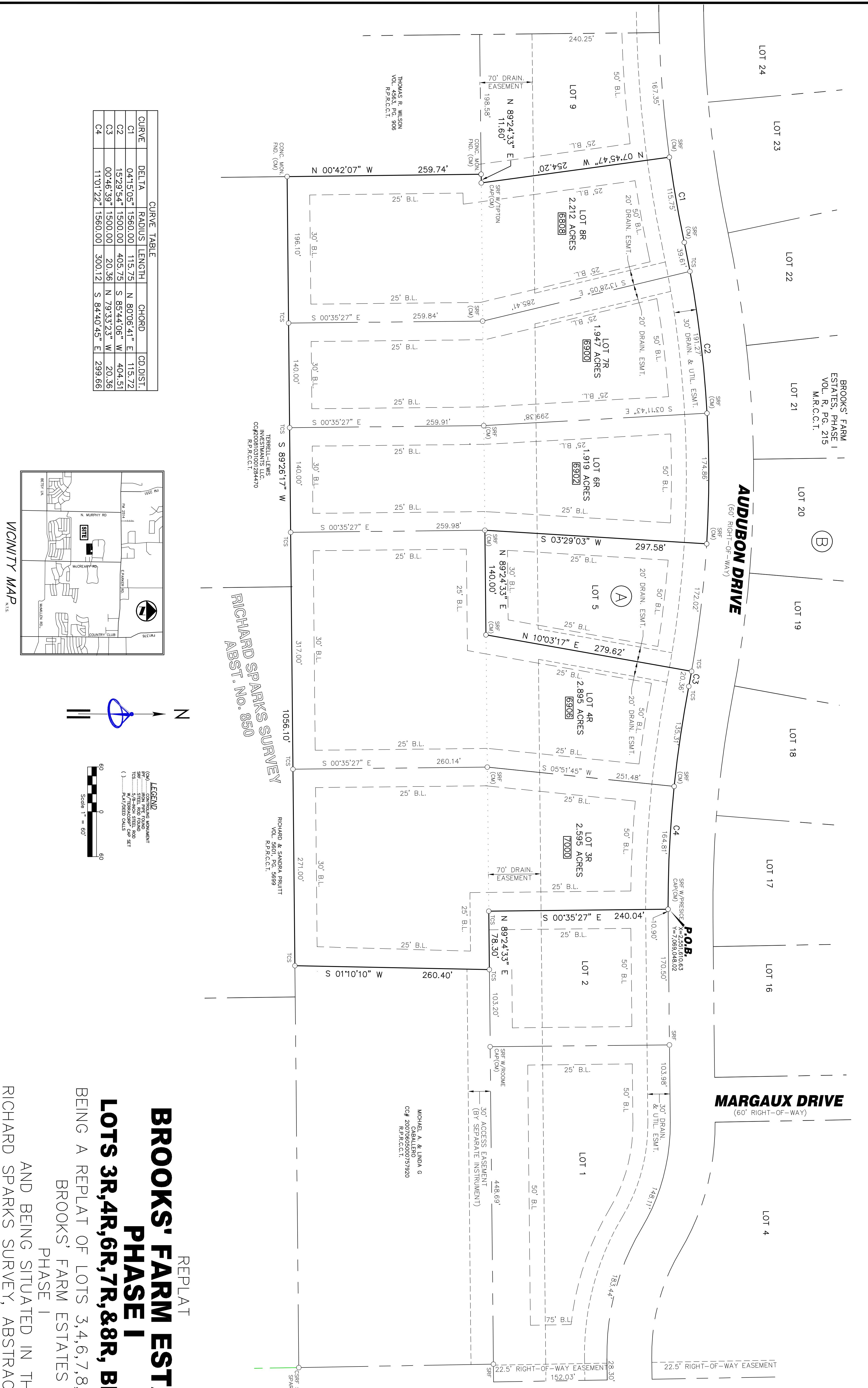
4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance.

Applicant: Henry Cleburne Parry Date: 2/30/2012

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



# **BROOKS' FARM ESTATES**

## **REPLAT**

### **PHASE I**

REPLAT  
**BROOKS' FARM ESTATES**  
**PHASE I**  
**LOTS 3R,4R,6R,7R,&8R, BLOCK A**  
BEING A REPLAT OF LOTS 3,4,6,7,8, BLOCK A

REPLAT  
**BROOKS' FARM ESTATES**  
**PHASE I**  
**LOTS 3R,4R,6R,7R,&8R, BLOCK A**

BEING A REPLAT OF LOTS 3,4,6,7,8, BLOCK A  
BROOKS' FARM ESTATES  
PHASE I  
AND BEING SITUATED IN THE  
RICHARD SPARKS SURVEY, ABSTRACT No. 850  
CITY OF PARKER

OWNERS  
LOT 3  
HENRY & LAURA R. RANEY  
7000 AUDUBON DRIVE  
PARKER, TX 75002  
LOT 4  
CURTIS D. POHL  
6906 AUDUBON DRIVE  
PARKER, TX 75002

**OWNERS**

LOT 3 HENRY & LAURA R. RANEY 7000 AUDUBON DRIVE PARKER, TX 75002	LOT 4 CURTIS D. POHL 6906 AUDUBON DRIVE PARKER, TX 75002	LOT 6 ALEXANDER & MARIE DINVERNO 6902 AUDUBON DRIVE PARKER, TX 75002	LOT 7 SCOTT E. & MARE J. FLETCHER 6900 AUDUBON DRIVE PARKER, TX 75002	LOT 8 STEVE & SALLY RHODE 6808 AUDUBON DRIVE PARKER, TX 75002
---	---	---	--	--

**Terracorp Associates LLC**  
3960 Broadway Blvd. Ste 236  
Garland, TX 75043  
ph. 972-805-4529, fax 972-805-45  
[www.terracorpsurvey.com](http://www.terracorpsurvey.com)

TO: Mayor and City Council

FROM: City Administrator Jeff Flanigan

DATE: June 14, 2012

RE: Annexation Request

---

Attached is the Annexation Request Form and Petitions. Please note staff has included Mr. Raney's Petition for your review. The same petition was received from all applicants listed below.

Cleburne Raney h-972.495.2131 c-214.549.7245 7000 Audubon Dr  
the.raneys@verizon.net Lot 3 - will be attaching Lot 3A - 1.62 acres

Curt Pohl h-972.442.1928 c-503.209.0002 6906 Audubon Dr  
spohl96@yahoo.com Lot 4 - will be attaching Lot 4A - 1.88 acres

Alex Dinverno h-972.429.1168 c-214.679.5467 6902 Audubon Dr  
adinverno@prestigeusa.net Lot 6 - will be attaching Lot 6A - .83 acre

Scott Fletcher h-972.618.0328 c-972.740.0935 6900 Audubon Dr  
goldennarrow114@verizon.net Lot 7 - will be attaching Lot 7A - .83 acre

Steve Rhodes h-214.383.3837 c-408.888.0218 6808 Audubon Dr  
steve.rhodes@internetreviews.com Lot 8 - will be attaching Lot 8A - 1.10 acres

State of Texas  
County of Collin  
City of Parker

Name Henry Cleburne Raney  
Address 7000 Audubon, Parker, TX  
Lot 3 Block A  
Telephone 214. 549. 7245

Petition and Consent for Annexation, Modification of Plat, and Zoning  
Brooks Farm Estates Phase 1

COMES NOW the undersigned owners of residential property in Brooks Farm Estates Phase 1, Henry C. Raney, Hura R. Raney, ("Residents") who, together with four of the owners of neighboring properties on Audubon Drive (Collectively known as "Applicants"), composed of lots 3, 5, 6, 7, and 8 (the "Merger Lots"), do hereby request the City of Parker to annex lands identified below in the ETJ of Parker, contiguous to the lots of Brooks Farm Estates Phase 1 identified above, modify the plat of Brooks Farm Estates to include the annexed property, and extend the zoning of Brook Farm Estates into the annexed area.

The Brook Farm Estates property owners involved in the transaction (the "Applicants"), their full names as shown in the county tax records, their address, the legal description of the lot and block of their property, and the designation of their portion of the 6-acre tract to be annexed, are all set forth in Exhibit A to this petition.

Exhibit B of this petition is the legal description of the tract of apx. 6 acres owned by Michael and Linda Caballero proposed by the Applicants to be purchased, annexed, and subdivided among the Applicants.

Exhibit C is the relevant portion of the Brooks Farm Estates plat of Phase I proposed to be amended showing lots 1-9 of Brooks Farm Estates' plat, and showing the modifications to the Merger Lots 3,4,6,7 and 8 as proposed by the undersigned Resident and Applicants.

The property owners propose to purchase the 6-acre tract from its current owner, and sub-divide it into parcels contiguous with their lots. In order for lawful subdivision to occur, the undersigned Resident, and the Applicants, request that the Merger Lots in Brooks Farm Estates Phase 1 be replatted in accordance with Exhibit C, in order that each property owner's lot will be merged with the corresponding portion of the annexed tract, as shown on Ex. C.

Simultaneously with the proposed replat of Lots 3,4,6,7, and 8 of Brooks Farm Estates Phase 1, the undersigned, and the remaining property owner Applicants, propose that the six-acre tract, in its entirety, be annexed into the City of Parker.

Further, the undersigned and the remaining property owners request that upon being annexed, and subdivided by merger with existing lots into Brooks Farm Estates Phase 1, the property also be simultaneously zoned with the same zoning (single family transitional – SFT, with conditions) as currently exists in Brooks Farm Estates.

The undersigned acknowledges their responsibility to pay their portion of the application and filing fees necessary for annexation, plat modification, and zoning. The Applicants individually and collectively agree that the annexed property do not required additional city services as a result of the annexation and merger with existing residential lots.

The undersigned appoint Cleburne Raney, residing at 7000 Audubon Drive, Parker, Texas (one of the property owner Applicants), to act as their attorney-in-fact for the limited purpose of representing our interests in the annexation, plat modification, and zoning actions described above. This limited power of attorney is terminable on five-days written notice to the city secretary, City of Parker. Absent the city secretary receiving such notice, Mr. Raney is authorized to speak for us, and in our behalf, in order to accomplish the objectives of this petition.

Signed this 27th day of April, 2012.

Henry C. Raney  
Laura Raney

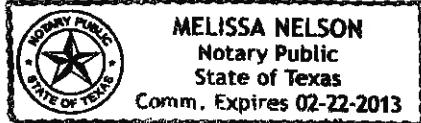
THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Henry C. Raney known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that she/he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on

4/27/, 2012.



Melissa Nelson  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Laura L. Raney known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that she/he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on

7/27, 2012.

Melissa Nelson

Notary Public in and for the State of Texas





## Council Agenda Item

Budget Account Code:		Meeting Date: June 5, 2012
Budgeted Amount:	375,000	Department/ Requestor: Water Department
Fund Balance-before expenditure:		Prepared by: Shepherd/Flanigan
Estimated Cost:		Date Prepared: 5/29/2012
Exhibits:	1. Proposed Resolution 2. Contract	

### AGENDA SUBJECT

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

### SUMMARY

This is version 5 of the proposed resolution and contract. It includes warranty language for accuracy and performance, regardless of damaged casing of the meter. One item to be resolved is the question of timing and installment purchases.

The original plan was to purchase all equipment and meters in one transaction of approximately \$375,000. The first phase of the installation process would first be to place all the equipment and software at city hall, plus necessary internet or antenna connections to make the receipt and processing of transmissions from the meters possible. The second phase was the commencement of installation of all the meters, route by route, throughout the city. The third phase was final testing and quality control.

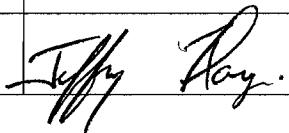
There has been discussion of breaking the second phase, installation, into two or more portions. While this lengthens the total project time, it also allows a division of the expense into more than one fiscal year, and allows a longer testing period between route installations. Other factors are increased costs of the vendor's bond expense as a result of a longer installation period. Council input on this issue is important, as the installation period section of the contract, and the bonding requirement, will need to change to reflect the council decision.

Based on the list provided by Aqua Metric, we have contacted 4 of the 5 cities (City of Humble, City of Addison, City of Liberty, City of Murphy) and received nothing but

positive response of the over 7000 meters in the ground for approximately 1 1/2 years; other than a few installation suggestions.

## RECOMMENDED ACTION

---

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:	By email	Date:	6/1/2012
City Administrator:		Date:	6-1-12

**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 THIRKETTLE CORPORATION D/B/A 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 Thirkettle Corporation d/b/a 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 Metric 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:**

---

Z Marshall, 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 Thirkettle Corporation d/b/a 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 8 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 is dependent on the number of installment purchases made by the city. Each installation period shall be for a period not to exceed 60 days, with the first commencing on the last date of execution hereof (Effective Date), or the date of the first installment purchase, whichever is the last to occur. The Effective Date of this Agreement shall be simultaneous with the commencement of construction. Unless extended by action taken under 3.2, below, or terminated by operation of article V., all purchases

and installation are to have been completed within 120 days of the Effective Date of this agreement.

**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  $\frac{3}{4}$ " and 1" water meters with 6-foot cables, 520MSP radios (AMI) together with all labor, transportation, tools, programming, data collection, hand-held's 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., except as modified as follows:

The body or outer casing of the iPERL meter carries no warranty. The reason for said lack of warranty, unlike predecessor brass meters, is based on the iPERL outer casing provides no functional measurement support/ application relative to ongoing iPERL accuracy. Said accuracy of the iPERL meter is

guaranteed for 20 years to new meter accuracy as stated in the iPERL datasheet. This accuracy is achieved through the performance of the iPERL flow tube which extends outside the iPERL body or outer casing, spud to spud and throughout iPERL body continuous. If said iPERL flow tube fails to perform based on its warranty because of any defect in the body or outer casing (manufacturing related) then the iPERL flow tube along with body or outer casing will be replaced completely by new iPERL meter per flow tube warranty. This warranty is for 20 years (10 full, 10 pro-rated) and is outlined in the Sensus G-500 document.

## **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 are 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:**

---

---

---

---

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF PARKER, TEXAS**

---

Z Marshall, 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**  
Thirkettle Corporation  
d/b/a 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  
Z Marshall, Mayor of the City of Parker, Texas, on behalf of said municipality.

---

City Secretary Carrie L. Smith

## AQUA METRIC'S ACKNOWLEDGMENT

**STATE OF TEXAS** §  
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012  
by \_\_\_\_\_, the \_\_\_\_\_ of Thirkettle Corporation d/b/a 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  
19004 Wurzbach #177  
San Antonio, Tx. 78230

T: 210-696-8706  
F: 210-696-8896  
[www.sensus.com](http://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 phase 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 city.*

## Insurance

Aqua Metric will maintain all appropriate insurance for the duration of the project. This would include Liability, Auto and Workers Compensation. *We can list The City of Parker as additional insured if needed.* *Proper insurance is required prior to the contract being signed.* *It will be listed.* *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: *Materials, acts of God, meter failure, damage by residents, and anything else that could cause issues with the meter installation not due to installer error.* *Materials and meters, including radios* *supplied, 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 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, tools, and related equipment are purchased by the City through the MFGC 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 Representative

(Print Name & Title)

Date:

X:

Aqua Metric Authorized Representative

(Print Name & Title)



**Parker, TX**  
**FlexNet Project**  
**Timeline & Deployment Plan**

Aqua Metric



**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
	<b>Total</b>		<b>\$ 374,993.04</b>

**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 Division**  
**Aqua-Metric Sales Company**  
[clint.arnold@aqua-metric.com](mailto:clint.arnold@aqua-metric.com)



## **CONTRACT PRICING WORKSHEET**

## **Order Tracking Worksheet**

### **For Catalog & Price Sheet Type Purchases**

### Contract

No

WM08-10

Date  
Prepared:

10/19/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Parker	Contractor:	Aqua Metric Sales Company
Contact Person:		Prepared By:	Mike Cartwright
Phone:		Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:		Email:	michael.cartwright@aqua-metric.com
Catalog / Price Sheet Name:	Sensus Meter Pricing April 01, 2011		
General Description of Product:	AMI System Product and Installation		

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**  
(Note: Unpublished Items are any which were not submitted and priced in Section A.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0

**Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).**

**For this transaction the percentage is:**

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

## Installation

### Discount

**Exhibit 5**  
Page Solo

51607

-79550

**Subtotal C:**

-27853

**Delivery Date:**

**D. Total Purchase Price (A+B+C):**

226000

# 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/LC/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
3/4" SR II Meter	750,000 gallons
1" SR II Meter	1,000,000 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
3/4" SR Meter
1" SR Meter

## 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
2" SR & accu-RTM Meter

## 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
3/4" PMM
1" PMM

## 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 (IPI-J10), 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 IISPU, IMP Contractor, R.F.R. Flec. 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)

## Exhibit 6

Page 1 of 2



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
ConA 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.

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



8601 Six Forks Road, Suite 700  
Raleigh, NC 27615  
1-800-638-3748  
h2oinfo@sensus.com

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 MXU's 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 PRODUCT'S, 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...

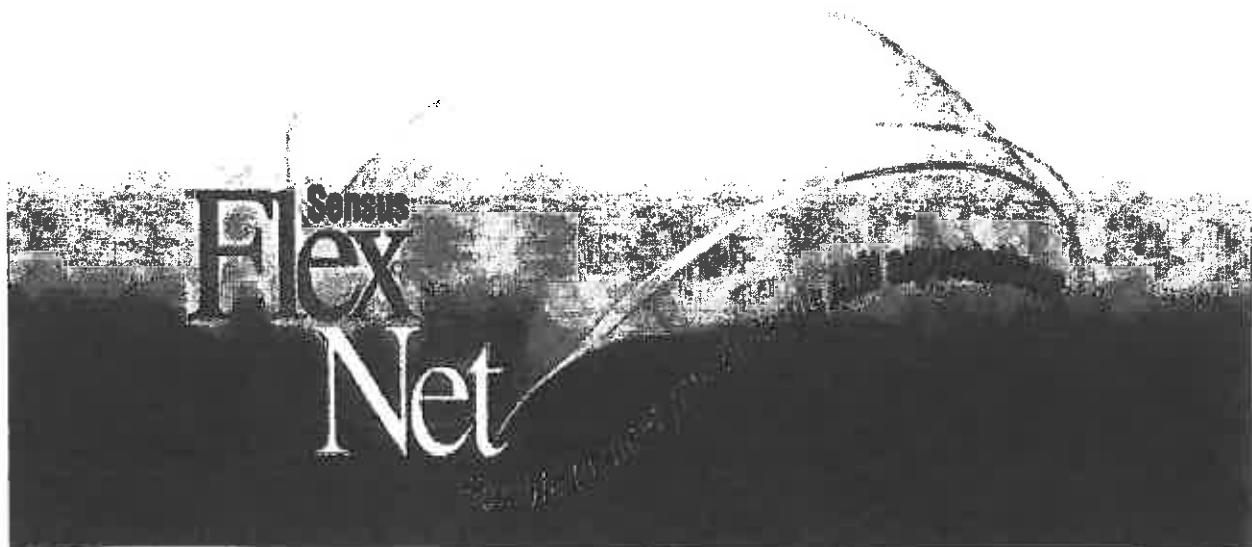
THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR DETERMINING THAT THE PRODUCTS,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

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: 

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.



88 10/11



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.

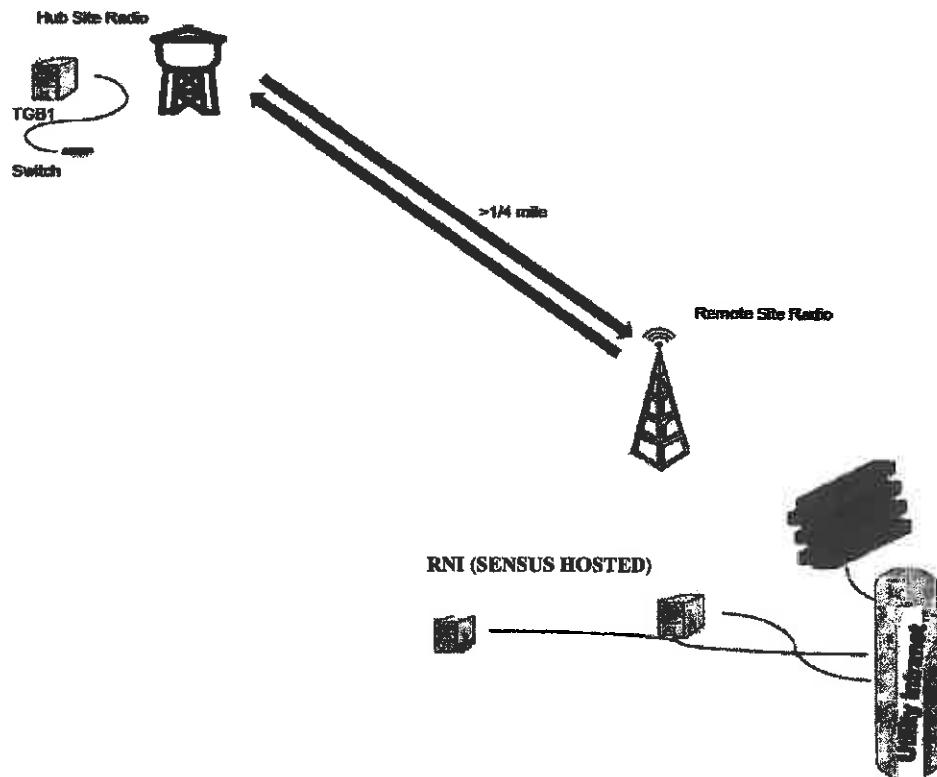


Diagram 1 – TGB/RNI (SENSUS HOSTED SOLUTION)



## **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**

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

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

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

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

**City of Parker**

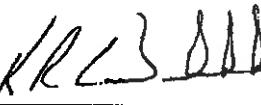
Signature: \_\_\_\_\_

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

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

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

Exhibit 9  
Page Solo

BTS Coverage  
City Hall WT

Signal Strength Ranges	Covered Meters	Per Sq. Mtr
-200 to -122	8	
-122 to -112	3	
-112 to -102	393	
-102 to -906	906	
Total Meters	1,310	

### LEGEND

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

This map 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.



## Council Agenda Item

Budget Account Code:	Meeting Date: June 26, 2012
Budgeted Amount:	Department/ Requestor: S Levine
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/21/2012
Exhibits:	1) Council May 3, 2011 Minutes 2) Resolution 2011-329

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING  
RESOLUTION 2011-329 ENTITLED POWERS AND DUTIES OF THE MAYOR.

### SUMMARY

Council May 3, 2011 Meeting Minutes:

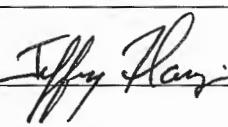
*MOTION: Councilmember Levine moved to approve subject to amending the resolution number from 2011-239 to 2011-329. Mayor Pro-tem Threadgill seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans and Levine voting for. Motion carried 5-0.*

### POSSIBLE ACTION

**Move to direct staff to revise Resolution 2011-329 by \_\_\_\_\_.**

or

**No Action**

Inter - Office Use			
<b>Approved by:</b>			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-22-12

**RESOLUTION NO. 2011-329**  
*(Powers and Duties of Mayor)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ISSUED IN COMPLIANCE WITH SECTION 22.042 OF THE TEXAS LOCAL GOVERNMENT CODE, ENTITLED “POWERS AND DUTIES OF MAYOR”.**

WHEREAS, Section 22.042 of the Texas Local Government states as follows:

**“POWERS AND DUTIES OF MAYOR.**

- (a) The mayor is the chief executive officer of the municipality. The mayor shall at all times actively ensure that the laws and ordinances of the municipality are properly carried out. The mayor shall perform the duties and exercise the powers prescribed by the governing body of the municipality.
- (b) The mayor shall inspect the conduct of each subordinate municipal officer and shall cause any negligence, carelessness, or other violation of duty to be prosecuted and punished.
- (c) The mayor shall give to the governing body any information, and shall recommend to the governing body any measure, that relates to improving the finances, police, health, security, cleanliness, comfort, ornament, or good government of the municipality.
- (d) The mayor may administer oaths of office.
- (e) In the event of a riot or unlawful assembly or to preserve the peace and good order in the municipality, the mayor may order and enforce the closing of a theater, ballroom, or other place of recreation or entertainment, or a public room or building and may order the arrest of a person who violates a state law or a municipal ordinance in the presence of the mayor.”; and

WHEREAS, the foregoing powers and duties of the mayor are representative of, but not a complete list of, the powers and duties of the mayor;

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

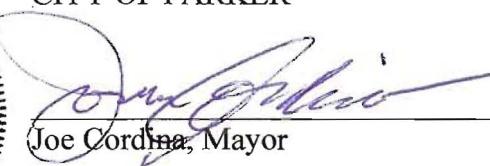
SECTION 1. Pursuant to Section 22.042 of the Texas Local Government Code, (a), the City Council, as the governing body of the municipality, wishes to further define the duties and the powers to be performed by the mayor, or at his direction. Those provisions are as follows:

- A. The mayor may not unilaterally expend municipal funds in excess of One Hundred and 00/100 Dollars (\$100.00) per item or occurrence, without the approval of the city council.
- B. The mayor may not give direction or orders directly to the staff without first discussing the proposed directions or orders with the city administrator, either in person or over the phone.
- C. The mayor may not commit city resources of time, money, or services to citizens without prior city council approval.
- D. The city administrator's performance appraisal shall be done by a committee of the mayor and the two (2) city council members appointed to the personnel committee. Any performance discussions with the city administrator which are not a part of his/her annual performance appraisal process will not occur without the mayor and the two city council members of the personnel committee present.

SECTION 2. This resolution shall be effective upon its passage.

PASSED AND APPROVED this 3rd day of May, 2011.

APPROVED:  
CITY OF PARKER

  
Joe Cordova, Mayor

ATTEST:

  
Carrie Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney



## Council Agenda Item

Budget Account Code:	N/A	Meeting Date:	June 26, 2012
Budgeted Amount:		Department/ Requestor:	City Administrator
Fund Balance-before expenditure:		Prepared by:	C Smith
Estimated Cost:		Date Prepared:	6/22/2012
Exhibits:	1) Resolution 2) Application 3) Survey		

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2012-380 ACCEPTING AN ANNEXATION PETITION, AND SETTING TWO PUBLIC HEARINGS, FOR APPROXIMATELY 52.57 ACRES OF LAND IN THE ANN HURT SURVEY, ABSTRACT 428.

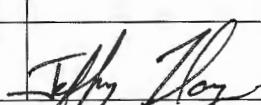
### SUMMARY

A request has been received from Parker Bedell Farms, Ltd., to annex 52.57 acres into the city limits. The parcel is better known as the "Bedell Tract".

City Council is required by law to hold two public hearings.

### RECOMMENDED ACTION

Move to approve Resolution 2012- 380 setting two public hearing dates.

Inter - Office Use			
Approved by:			
Department Head/ Prepared by:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-22-12



ZONING BOUNDARY CHANGE APPLICATION FORM  
ANNEXATION REQUEST FORM

1. Requesting:Permanent Zoning Re-Zoning 

(See Note\*)

Annexation 

\*Note: If requesting re-zoning, please attach a letter stating nature of re-zoning request; i.e. state present zoning and type of zoning change requested.

2. Description and Location of Property: *(See metes & bounds description)*

- a. Survey and abstract: Ann Hurt Survey, Abstract 428
- b. Lot and block: 1/1A
- c. Total number of acres: .5257
- d. Location further described: SWQ of Lucas Rd & Lewis Ln.

3. Attach 8 copies of the preliminary plat or survey that contains:

- a. North point, scale, and date
- b. Name and address of:
  - i. Applicant PARKER BEDELL FARMS, Ltd
  - ii. Engineer or surveyor responsible for survey of plat
- c. Survey and abstract with tract designation
- d. Location of major and/or secondary thoroughfares located with or adjacent to the property
- e. Location of existing or platted streets within and adjacent to the existing property
- f. Location of all existing rights of way, utility, and/or drainage easements

*4925 Greenville Ave #1020  
Dallas, TX 75206*

4. Fees (Non-Refundable): See Attached Fee Schedule

All fees are due and payable at the time of application. No hearing will be scheduled nor will any reviews be made until payment of required filing fees has been accomplished. Fees are non-refundable regardless of outcome of request.

All the requirements and fees of this application are submitted to the City of Parker requesting a hearing date for a Public Hearing before the Planning and Zoning Commission and/or the City Council as may be required. Hearing dates will be scheduled in accordance with provisions of the City of Parker's Comprehensive Zoning Ordinance. *PARKER BEDELL FARMS, Ltd*

Applicant: Stephen L. Solman, Mgt, Date: 6/21/12

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

REQUEST FOR ZONING BOUNDARY CHANGE:

You are requested to supply the names and addresses of all property owners within 200 feet of the subject property, IN ALL DIRECTIONS.

665 Country Club Rd.

1. City of Lucas, Tx. Lucas, Tx 75002
2. Bedell Family Limited Partnership
3. 2205 W. Lucas Rd.
4. Allen, TX 75002
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

List others on reverse side, if necessary.

FAILURE TO COMPLETE AND SUBMIT THIS INFORMATION WILL RESULT IN THE REJECTION OF THE APPLICATION.

Thank you.  
City of Parker  
5700 E Parker Road  
Parker, Texas 75069

## FEE SCHEDULE:

1. Ordinance Book (Subdivision Regulations and Zoning)	\$150.00
2. Site Plan Filing (each)	\$300.00 plus \$25/acre
3. Grading Plan	\$250.00 plus \$30/acre
4. Land Study/Preliminary Plat/Final Plat (each)	
Single Family	\$300.00 plus \$30/acre
Special Activities District	\$500.00 plus \$30/acre
(All final plats to be filed with Collin County and fees paid by applicant)	
5. Public Works Inspection/Engineering Plans/Legal Review	5.0% of construction costs (Construction costs consist of water, streets, sewer, and drainage)
6. Minor Subdivision Plat Application (5acres or less)	\$500.00 plus \$100/lot
7. Re-Plat Application	\$500.00 plus \$15/lot
8. Zoning Change Request, Zoning Change	\$500.00 plus \$10/acre
9. Specific Use Permit	\$1,000.00
10. Variance Request	\$600.00
11. Traffic Control Devices:	
Per linear foot per lane line (painting)	\$ .75
Per street intersection (signage)	\$150.00
Per divided street intersection (signage)	\$300.00
Signs for street names (each)	\$200.00
12. Abandonment of Real Property	\$500.00
13. Annexation Petition	\$400.00 plus \$5/acre

All fees are due and payable at the time of application; except inspection, engineering, and legal review fees, which are due at the time of the pre-construction meeting with the City. No construction shall take place prior to the pre-construction meeting and submission of certified construction cost bid(s) by the contractor(s) and owner. NO HEARING WILL BE SCHEDULED NOR WILL ANY REVIEWS BE MADE UNTIL PAYMENT OF REQUIRED FILING FEES HAS BEEN ACCOMPLISHED. FEES ARE NON-REFUNDABLE REGARDLESS OF THE OUTCOME OF THE REQUEST.

All the requirements of fees of this application are submitted to the City of Parker requesting a hearing date before the Planning and Zoning Board and the City Council. Hearing dates will be scheduled in accordance with the City's Comprehensive Zoning Ordinance.

Fee                    \$ 400.00  

$$52.57 \text{ Ac} \times \$500/\text{ac} = \$262.85$$
  
 Total: Annexation Fee    \$ 662.85



## FIELD NOTES

### TRACT 2

4870-2sur

BEING a tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of that described 356 acres tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, according to the Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 of the Land Records Of Collin County Texas (LRCCT), the subject tract being more particularly described as follows;

COMMENCING at the southwest corner of said Bedell 356 acre tract, and the northwest corner of a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCCT), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 936 (LRCCT), a 1/2" iron pin with a cap stamped "Petitt" found at corner, from which a 1/2" iron pin found at the southeast corner of Lot 31, Block A of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E – 37.45 feet;

THENCE, N 89° 33' 49" E, along the south line of said Bedell 356 acre tract and the north lines of a 13.75 acre tract and a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the said Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCCT), a distance of 2640.04 feet to the southeast corner of said Bedell 356 acre tract;

THENCE, N 00° 38' 13" W, along the east line of said Bedell 356 acre tract and the east line of a called 1 acre tract by the same Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 (LRCCT), part of the way also being along the west line of a tract of land conveyed to Chris J. Hendrix and Laura B Hendrix according to the General Warranty Deed With Vendor's Lien recorded in County Clerk File Number 2000-0071566 (LRCCT), and along Lewis Lane part of the way, a distance of 2980.81 feet to the PLACE OF BEGINNING of the herein described tract of land, said Place of Beginning being an ell corner of said Bedell owned tract and the northwest corner of the said Chris J. Hendrix and Laura B Hendrix tract, a 5/8" iron pin found at corner;

THENCE, N 53° 17' 06" W, a distance of 223.30 feet;

THENCE, 36° 47' 10" W, a distance of 1617.25 feet;

THENCE, N 00° 10' 38" E, a distance of 880.42 feet to a point on the north line of the said Bedell 356 acre tract and approximate centerline of W. Lucas Road (C. R. 263), a PK nail set in asphalt pavement at corner;

THENCE, S 89° 49' 22" E, along said Bedell 356 acre tract north line and approximate centerline of said W. Lucas Road and along the north line of the Ann Hurt Survey, Abstract No. 428, distance of 643.44 feet to a PK nail set in asphalt pavement at corner;

THENCE, S 00° 10' 52" W, leaving the said Bedell 356 acre tract north line and approximate centerline of W. Lucas Road, a distance of 420.08 feet to a 1/2" iron pin with a red cap stamped Tipton Eng Inc. set at corner;

THENCE, S 89° 49' 08" E, a distance of 830.73 feet to a point on the east line of said Bedell 356 acre tract and approximate centerline of Lewis Lane, said point further being approximately 39.5 feet west of the westerly line Lot 3, Block B of the Amended Final Plat of Estates At Austin Trail Phase II, an addition to the City Of Lucas according to the Final Plat recorded in Cabinet P, Page 437 (LRCCT), a PK nail in asphalt pavement set at corner;

THENCE, S 00° 09' 08" E, along the east line of said Bedell 356 acre tract and along Lewis Lane, a distance of 1883.54 feet to a most easterly southeast corner of said Bedell 356 acre tract, a 5/8" iron pin with a cap stamped "Petitt" found at corner;

THENCE, S 89° 50' 37" W, along a south line of said Bedell 356 acre tract and a north line of the previously mentioned Chris J. Hendrix and Laura B Hendrix tract north line, a distance of 333.10 feet to the Place Of Beginning with the subject tract containing 2,290,142 Square Feet or 52.5744 Acres of Land.

FIELD NOTES  
TRACT 2

4870-2sur  
BEING a tract of land situated in the Ann Hurt Survey, Abstract No. 428, Collin County, Texas, the subject tract being a portion of that described 356 acres tract of land conveyed to the Bedell Family Limited Partnership, a Texas limited partnership, according to the Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 of the Land Records Of Collin County Texas (LRCT), the subject tract being more particularly described as follows;

COMMENCING at the southwest corner of said Bedell 356 acre tract, and the northwest corner of a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCT), said Beginning point further being located on the east line of Parker Lake Estates Phase 3-B, an addition to the City Of Parker according to the Final Plat recorded in Cabinet P, Page 936 (LRCT), a 1/2" iron pin with a cap stamped "Pettit" found at corner, from which a 1/2" iron pin found at the southeast corner of Lot 31, Block B of said Parker Lake Estates Phase 3-B bears S 00° 24' 46" E - 37.45 feet;

THENCE, N 89° 33' 49" E, along the south line of said Bedell 356 acre tract and the north lines of a 13.75 acre tract and a 49.35 acre tract of land conveyed to Young Dean Homestead, Ltd. by the said Warranty Deed recorded in County Clerk File Number 2002-0068655 (LRCT), a distance of 2640.04 feet to the southeast corner of said Bedell 356 acre tract;

THENCE, N 00° 38' 13" W, along the east line of said Bedell 356 acre tract and the east line of a called 1 acre tract by the same Warranty Deed recorded in Collin County Clerk File Number 2000-0050958 (LRCT), part of the way also being along the west line of tract of land conveyed to Chris J. Hendrix and Laura B Hendrix according to the General Warranty Deed With Vendor's Lien recorded in County Clerk File Number 2000-0071566 (LRCT), and along Lewis Lane part of the way, a distance of 2980.81 feet to the PLACE OF BEGINNING of the herein described tract of land, said Place of Beginning being an all corner of said Bedell owned tract and the northwest corner of the said Chris J. Hendrix and Laura B Hendrix tract, a 5/8" iron pin found at corner;

THENCE, N 53° 17' 06" W, a distance of 233.30 feet;

THENCE, N 36° 47' 10" W, a distance of 1617.25 feet;

THENCE, N 00° 10' 38" E, a distance of 880.42 feet to a point on the north line of the said Bedell 356 acre tract and approximate centerline of W. Lucas Road (C. R. 263), a PK nail set in asphalt pavement at corner;

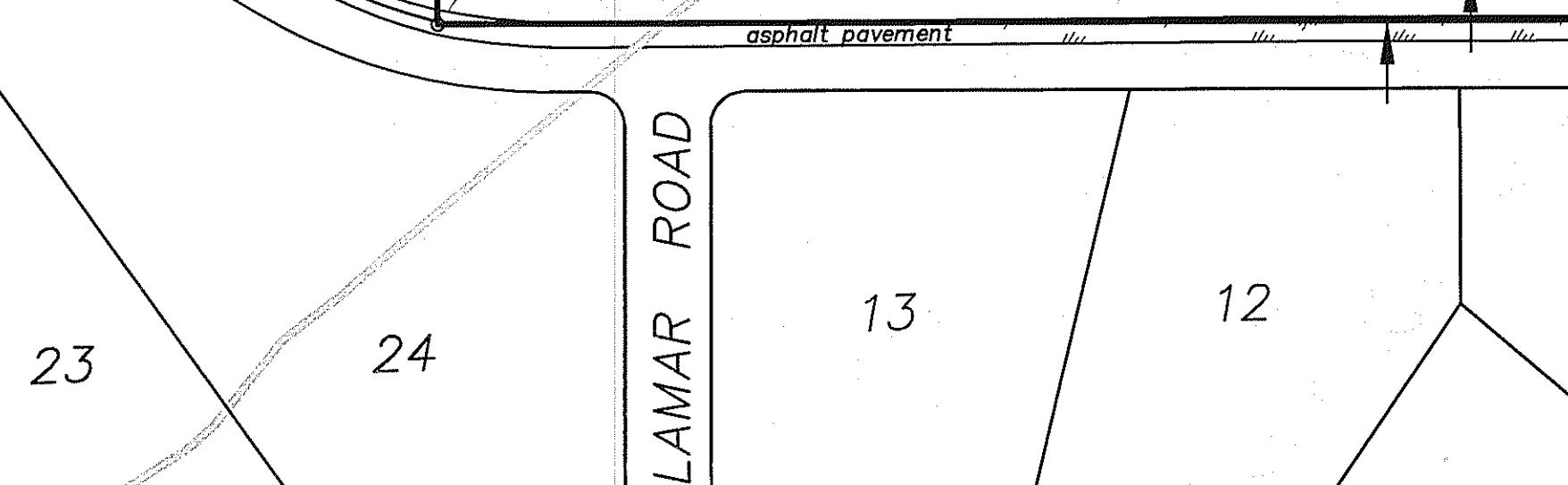
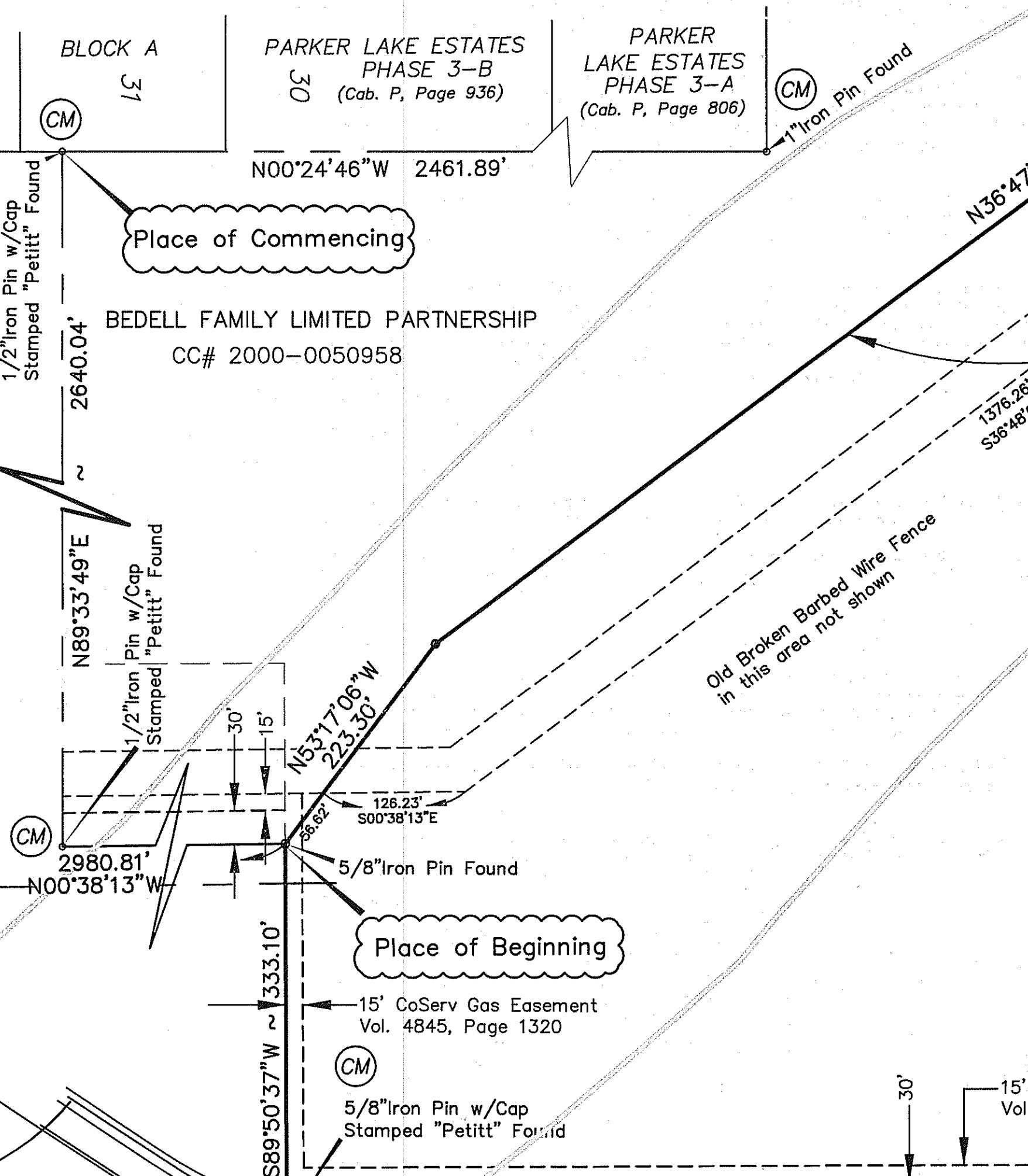
THENCE, S 89° 49' 22" E, along said Bedell 356 acre tract north line and approximate centerline of W. Lucas Road and along the north line of the Ann Hurt Survey, Abstract No. 428, distance of 643.44 feet to a PK nail set in asphalt pavement at corner;

THENCE, S 00° 10' 52" W, leaving the said Bedell 356 acre tract north line and approximate centerline of W. Lucas Road, a distance of 420.08 feet to a 1/2" iron pin with a red cap stamped Tipton Eng Inc. set at corner;

THENCE, S 89° 49' 08" E, a distance of 830.73 feet to a point on the east line of said Bedell 356 acre tract and approximate centerline of Lewis Lane, said point further being approximately 39.5 feet west of the westerly line Lot 3, Block B of the Amended Final Plat of Estates At Austin Trail Phase II, an addition to the City Of Lucas according to the Final Plat recorded in Cabinet P, Page 437 (LRCT), a PK nail in asphalt pavement set at corner;

THENCE, S 00° 09' 08" E, along the east line of said Bedell 356 acre tract and along Lewis Lane, a distance of 1883.54 feet to a most easterly southeast corner of said Bedell 356 acre tract, a 5/8" iron pin with a cap stamped "Pettit" found at corner;

THENCE, S 89° 50' 37" W, along a south line of said Bedell 356 acre tract and a north line of the previously mentioned Chris J. Hendrix and Laura B Hendrix tract north line, a distance of 333.10 feet to the Place Of Beginning with the subject tract containing 2,290,142 Square Feet or 52.5744 Acres of Land.



NOTES

4870-Notes  
THE FOLLOWING LISTED EASEMENTS ARE NOT LOCATED ON THIS TRACT

Easement granted by Bedell Family Limited Partnership to Parker Lake Estates II, Ltd. and Parker Lakes Estates Homeowners Association, Inc., filed 02/21/2001, recorded in Volume 4860, Page 3036, Real Property Records of Collin County, Texas, and corrected in instrument filed 02/10/2006, recorded in Clerks file No. 2006-0184170, Real Property Records Of Collin County, Texas.

Drainage easement granted by Bedell Family Limited Partnership to Parker Lake Estates III, Ltd. and Parker Lakes Estates HOA, Inc., dated 07/05/2001, filed 09/02/2002, recorded in Volume 5143, Page 419, Real Property Records of Collin County, Texas.

BEDELL FAMILY LIMITED PARTNERSHIP  
CC# 2000-0050958

212.50' N00°10'38"E ~ 880.42'  
N36°00'53" W 414.25' S36°00'55"E  
N36°00'53" W 414.25' S36°00'55"E

Broken Fence not shown in this area

LEGEND

- = Power Pole
- (S) = 1/2" Iron Pin with a red cap stamped
- (CM) = Control Monument
- (F) = 1/2" Iron Pin Found
- × = Wire Fence
- = (TP) telephone pedestal
- = Fiber Optic Cable

TRACT '2'  
2,290,142 Sq. Ft.  
52.5744 Acres

SURVEYORS CERTIFICATE

Prepared for the Benefit of:  
BEDELL FAMILY LIMITED PARTNERSHIP, a Texas limited partnership  
WARNER CAPITAL, LLC.  
REPUBLIC TITLE OF TEXAS, INC.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
LEGACY TEXAS BANK

The undersigned Registered Professional Land Surveyor (the "Surveyor") hereby certifies to each of the foregoing parties that.

(a) this plat of survey and the property description set forth hereon are true and correct and prepared from an actual on-the-ground survey made in September, 2007 of the real property (the "Property") shown hereon;  
(b) such survey was conducted by the Surveyor, or under his supervision;  
(c) all monuments shown hereon actually exist, and the location, size and type of material thereof are correctly shown;  
(d) except as shown hereon, there are no encroachments onto the Property or protrusions therefrom, there are no known visible improvements on the Property, except as noted, there are no visible easements or rights-of-way on the Property and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts;  
(e) the size, location and type of visible improvements are as shown hereon, and all are located within the boundaries of the Property and set back from the Property lines the distances indicated, except as noted;  
(f) the distance from the nearest intersecting street or road is as shown;  
(g) all recorded easements, as shown on that certain Commitment for Title Insurance issued by First American Title Insurance Company, having G# 06R46394 MK3 have been correctly platted hereon to the extent such matters can be plotted by the surveyor;  
(h) part of the subject tract lies within the 100 Year Flood Boundary designated Zone A per the Flood Insurance Rate Map having map number 48085C0455 G, dated January 19, 1996 as shown;

Dated this the 24th day of September, 2007.

TIPTON ENGINEERING, INC.  
Gregory A. McCall  
Gregory A. McCall, RPLS 4396



LEWIS LANE (County Road 254)

S00°09'08"E ~ 1883.54'

S00°09'08"E 2084.46'

asphalt pavement

ESTATES OF AUSTIN PHASE II  
(Cab. P, Page 437)

TRAIL

Block B

9

8

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12

11

10

9

8

7

6

5

4

3

2

1

13

12



## Council Agenda Item

Budget Account Code:	Meeting Date: June 26, 2012
Budgeted Amount:	Department/ Requestor: Mayor Marshall
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: 6/21/2012
Exhibits:	1) Previous Purchase Order

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON PURCHASING THE  
RIGHT TO REPRINT THE ARTICLE FROM D MAGAZINE.

### SUMMARY

In the past the City has purchased the article and rights on a CD at the cost of \$2,000.00.

### POSSIBLE ACTION

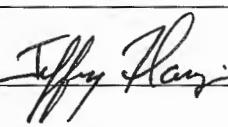
#### Approve –

MOTION: Approve the purchase of \_\_\_\_\_ (selection on cost sheet) in the amount of \$\_\_\_\_\_ to be funded by the \_\_\_\_\_ account.

#### Deny –

MOTION: Deny the purchase of copyrights to the D Magazine article.

Inter – Office Use			
Approved by:			

Inter - Office Use			
<b>Approved by:</b>			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:		Date:	6-22-12

## **PAYMENT AUTHORIZATION City of Parker**

**Date** 9/8/10

## **VENDOR**

Laura Byrom  
Administrative Coordinator  
*D Magazine Partner*, Ste 100  
750 North St. Paul Street  
Suite 2100  
Dallas, TX 75201

**SHIP TO:**

**City Secretary, Carrie Smith**  
5700 E. Parker Road  
Parker, Texas 75002

DEPARTMENT	BUDGET AMOUNT	ACCOUNT BALANCE

**JOB DESCRIPTION/COMMENT**

**TOTAL \$ 2,000.00**

Reprint of July 2010

**AUTHORIZED SIGNATURE**

## **SUPERVISOR AND/OR CITY ADMINISTRATOR**

### **VENDOR'S NOTE**

**TAX ID # MUST BE FURNISHED TO CITY PRIOR TO PAYMENT IF VENDOR IS UNINCORPORATED**

PURCHASE ORDER NUMBERS MUST APPEAR ON ALL PACKAGES, PACKING SLIPS AND INVOICES.

**ITEMS PURCHASED BY MUNICIPALITIES ARE EXEMPT FROM FEDERAL AND STATE TAX**

CITY TAX NUMBER 75-1382954

## Future Council Agenda Items

10

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
<b>2 days</b>	Annual Budget Session	July 16 & 17	Boyd	
<b>15</b>	Tree Memorial	July 16 & 17	Houx	
<b>15</b>	Election Report and Review SB 100 - Future Elections	July 16 & 17	Smith	This item is related to budget number for the 2013 general election. 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.
<b>5</b>	\$500 Budget allocation to PD	July 16 & 17	Leamy	from 5/22 meeting - Part of budgeting
<b>5</b>	1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE ____ APPROVING A REQUEST TO ANNEX APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.	July 17, 2012		Need Ordinance
<b>5</b>	CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE ____ APPROVING SINGLE FAMILY TRANSITIONAL ZONING WITH CONDITIONS FOR APPROXIMATELY 6.353 ACRES OF LAND IN THE RICHARD SPARKS SURVEY, ABSTRACT # 850, COLLIN COUNTY, TEXAS.	July 17, 2012		Public Notice to property owners 7/6 - Need Ordinance
<b>30</b>	Appointment of City Judge, Alt Judge and Prosecutor	July 17, 2012	Shepherd	Refer to Res 2012-302
<b>5</b>	Vote on Plat	July 17, 2012		
	CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2011-345 ENTITLED MAYOR AND COUNCIL TRAVEL AND EXPENSES.	July 17, 2012	Marshall	
<b>15</b>	Change Committee members and/or Liaisons	August 7, 2012	Smith	Only positions appointed by Resolution.
	Parks Quarterly report	August 7, 2012	Sterk	Required per Ordinance
	Allied Waste Quarterly report	August 7, 2012	Allied	Required per contract
<b>15</b>	Approval of 2011-2012 Auditor	August 7, 2012	Boyd	used same auditing firm for 5-years, time to Change
<b>15</b>	Investment Policy, Officer and committee	August 7, 2012	Boyd	Required by statute to review and appoint annually.
	Board Appointments	August 7, 2012	Smith	Council will receive recommendations from boards and commissions in accordance with Res 2011-348

## Future Council Agenda Items

approx time (mins)	ITEM DESCRIPTION	SCHEDULED AGENDA DATE	Project Contact/ Requestor	Notes
	Tax and Budget Hearings and Vote	September		
	Dublin Road	TBD		
	Animal Control Ord Review	Fall 2012	Pettle	
	Media Broadcasting of Council Meetings	Winter 2012	Pettle	
	Drainage issues in the City	TBD	Pettle	
	Ex Session Ord 481	TBD	Marshall	