

City of Ovilla City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

NOTICE OF CITY COUNCIL BRIEFING SESSION

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, January 08, 2018

6:00 P.M.

Council Chamber Room

AGENDA

- I. CALL TO ORDER
- II. CONDUCT A BRIEFING SESSION to review and discuss agenda items for the 6:30 p.m. regular meeting.
- III. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 08, 2018 Briefing Session Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 05th day of January 2018 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 1-05-2018 TIME: 10:00 am/ pm
DATE TAKEN DOWN: _____ TIME: _____ am/ pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call 972-617-7262 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.

City of Ovilla City Council

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105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, January 08, 2018

6:30 P.M.

Council Chamber Room

AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on **Monday, January 08, 2018** at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

I. CALL TO ORDER

- Invocation
- US. Pledge of Allegiance and TX Pledge

II. COMMENTS, PRESENTATIONS

- Citizen Comments

The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers under citizen's comments must observe a three-minute time limit. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

III. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration on the regular agenda during this meeting.

C1. October 2017 Financial Transactions over \$5,000

C2. Minutes of the December 11, 2017 Briefing Session and Regular Council Meeting.

IV. REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-01 of the City of Ovilla, Texas, to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-02 of the City of Ovilla, Texas, authorizing a General Election to be held on May 05, 2018 for the purpose of electing three Council Members, (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla; providing for the method of voting; providing for the appointment of the early voting clerk, presiding election judge, early voting ballot board; providing for the lease of election equipment and providing for publication in accordance with the Texas Election Code {EC §3.004, §3.006, §4.001-008, §85.005, §85.007} and providing an effective date.

DISCUSIÓN/ACCIÓN – Consideración de una Acción a partir de la Ordenanza 2018-02 del Gobierno Municipal de la Ciudad de Ovilla, Texas, donde se autoriza la organización de elecciones generales para el día 05 de mayo de 2018 con el elegir tres miembros del gobierno municipal (cargos 1, 3 y 5) cuyo período ha expirado y por parte de votantes calificados de Ovilla;

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estipulando el método de votación; estipulando el nombramiento de la Secretaria de Votación Anticipada; el Juez de Elección Anticipada, el Consejo de Boletas de Votación Anticipada; estipulando el arriendo de equipamiento para elecciones y estipulando la publicación, en conformidad con el Código de Elecciones de Texas {EC §3.004, 3.006, 41001-008, 85.004, 85.007} y estipulando una fecha efectiva.

ITEM 3. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-01, to award the Red Oak Creek 12-inch Water Line Crossing Project Contract Agreement to LA Banda, LLC, authorizing the Mayor to execute said construction project agreement documents.

ITEM 4. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-02, to award an IT Management Technology Services Agreement by and between the City of Ovilla and NetGenius, and authorizing the Mayor to execute said agreement documents.

ITEM 5. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-03, approving the Parks Master Plan Contract with GrantWorks, Inc, authorizing the Mayor to execute said agreement documents.

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-04, approving a Master Services and Purchasing Agreement by and between Axon Enterprises, Inc., and the City of Ovilla, authorizing the Mayor to execute said agreement documents.

ITEM 7. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-05, approving an update of the City of Ovilla Investment Policy.

ITEM 8. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-06, approving a Service Agreement by and between the City of Ovilla and Deaf Action Center, authorizing the Mayor to execute said agreement documents.

ITEM 9. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

V. DEPARTMENT REPORTS

- **Department Activity Reports / Discussion**
 - Police Department
 - Monthly Report
 - Fire Department
 - Monthly Report
 - Public Works
 - Monthly Report
 - 1. Monthly Park Maintenance Reports
 - 2. Street Maintenance Report
 - Finance Department
 - November 2017 Financials
 - Bank Balances through January 03, 2017
 - Administration
 - City Manager Reports
 - Monthly Municipal Court Report
 - Monthly Code/Animal Control Reports
- Police Chief B. Windham
- Fire Chief B. Kennedy
- Public Works Director B. Piland
- Accountant L. Harding
- City Secretary P. Woodall
- Code/AC Officer M. Dooly

City of Ovilla City Council

Rachel Huber, Place One

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VI. EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

VII. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

VIII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 08, 2018 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 5th day of January 2018 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 1-5-2018 TIME: 10:00 am/ pm
DATE TAKEN DOWN: _____ TIME: _____ am/ pm

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CONSENT ITEMS C1 – C2

Meeting Date: January 08, 2018

Department: Administration/Finance

Discussion Action

YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

C1. October 2017 Financial Transactions over \$5,000

C2. Minutes of the December 11, 2017 Briefing Session and Regular Council Meeting.

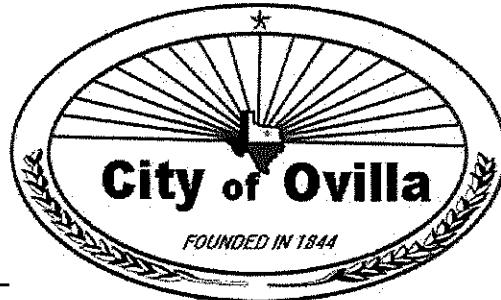
Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



DATE: January 8, 2018

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Transactions Over \$5,000 For November 2017

**City of Ovilla Expenditures Over \$5,000
for the Month of NOVEMBER 2017**

Date	Check#	General Fund Payee	Description	Amount
11/03/2017	47094	Gexa	Electricity	5,525.67
11/03/2017	47083	United States Treasury	75-1399345 PER END 11 3 17	9,239.08
11/09/2017	47128	T. M. R. S.	RETIREMENT	16,337.24
11/09/2017	47127	Waste Connections of Texas	SOLID WASTE	19,418.68
11/16/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 11/17/2017	52,941.15
11/16/2017	47133	United States Treasury	75-1399345 per end 11 17 17	9,423.08
11/22/2017	47168	Citibank		6,618.58
11/22/2017	47170	United Health Care	HEALTH INSURANCE DECEMBER	9,032.74
11/30/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 11/30/2017	49,669.98

Total General Fund Transactions \$5,000 and Over \$ 178,206.20

Date	Check#	Water & Sewer Fund Payee	Description	Amount
11/3/2017	16971	Ashburne Glenn	HOA	\$ 5,991.32
11/3/2017	16956	City of Ovilla General Fund	Payroll	\$ 11,654.60
11/17/2017	16974	City of Ovilla General Fund	Payroll	\$ 12,403.55
11/20/2017	16979	City of Ovilla General Fund	Solid Waste	\$ 22,920.42
11/22/2017	16981	City of Dallas	Water	\$ 35,871.82
11/22/2017	16985	Trinity River Authority	Waste	\$ 12,830.00

Total Water & Sewer Fund Transactions \$5,000 and Over \$ 101,671.71

Name	Account #	Previous Balance	NEW BALANCE	As Of
<u>Debt Fund</u>	*0291	95,283.01	396,691.26	1/3/2017
<u>General Fund Reserve</u>	608	56,238.71	56,238.11	1/3/2017
<u>GF Reserve CD</u>	*0694	248,083.15	248,083.15	1/3/2017
<u>Water Impact</u>	*2322	50,952.48	50,965.46	1/3/2017
<u>4B EDC</u>	*3691	552,685.56	552,873.32	1/3/2017
<u>Fire Dept. Auxil.</u>	*3909	1,200.00	1,200.00	1/3/2017
<u>Water Money Market</u>	*4323	189,428.52	189,484.83	1/3/2017
<u>MDD Fund</u>	*7451	225,421.81	229,164.97	1/3/2017
<u>Water Credit Card</u>	*7531	139.66	139.71	1/3/2017
<u>GF Reserves Money Mkt.</u>	*7583	128,301.44	128,339.58	1/3/2017
<u>GF Money Market</u>	*7605	230,733.27	230,801.86	1/3/2017
<u>Park Fund Money Mkt.</u>	*7613	74,018.40	74,037.26	1/3/2017
<u>Capital Projects Money Mkt.</u>	*7648	130,750.64	130,789.51	1/3/2017
<u>W&S Impact-Sewer</u>	*8699	72,853.23	72,904.19	1/3/2017
<u>employee benefit trust</u>	*8777	268.59	16,069.57	1/3/2017
<u>GF Operating</u>	*9437	565,439.16	1,427,231.82	1/3/2017
<u>W&S Fund Operating</u>	*9445	594,767.76	584,105.50	1/3/2017
<u>Police Special Fund</u>	*9792	115.51	115.51	1/3/2017
SUB TOTAL		3,216,680.90	4,389,235.61	
TexPool - CAPITAL PROJECT	1878	308.16	310.76	1/3/2017
TexStar - GENERAL FUND	1110	3,768.32	3,771.62	1/3/2017
TexStar - GENERAL FUND	1120	939.33	940.19	1/3/2017
TexStar - W&S IMPACT	3540	3,180.24	3,191.30	1/3/2017
TexStar - CAPITAL PROJECT	5340	1,407.56	1,412.45	1/3/2017
TexStar - W&S FUND	5350	1,157.16	1,158.11	1/3/2017
Bryson Manor - GENERAL FUNC	8662	298,220.80	298,322.11	1/3/2017
Leose	2510	1,152.62	1,152.62	1/3/2017
TOTAL BANK BALANCES		3,526,815.09	4,699,494.77	

CITY OF OVILLA MINUTES

Monday, December 11, 2017

City Council Briefing Session

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Council Briefing Session of the Ovilla City Council to order at 6:04 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

Mayor Dormier announced all Council members were present, constituting a quorum. City Manager John R. Dean, Jr., including department directors, and staff were also present.

CALL TO ORDER

CONDUCT A BRIEFING SESSION to review and discuss agenda items for the 6:30 p.m. regular meeting.

City Manager John Dean gave a brief review of each item on the agenda and answered any questions.

ADJOURNMENT

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:13 p.m.

ATTEST:

Pamela Woodall, City Secretary

Richard Dormier, Mayor

Approved December 11, 2017

CITY OF OVILLA MINUTES

Monday, December 11, 2017

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:30 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code*, *persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly*.

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

Mayor Dormier announced that all Council members were present and constituting a quorum. City Manager John R. Dean, Jr., department directors and various staff were also present.

CALL TO ORDER

PL2 Oberg gave the Invocation. PL1 Huber led the recitation of the Pledge of Allegiance and the recitation of the Pledge to the Texas Flag.

COMMENTS & PRESENTATIONS

1. There were no presentations.

Citizen Comments

1. Richard and Lisa Ware, 116 Water Street: Wish to conduct Yoga studio business operations out of their home. Assured Council that there would not be parking or noise issues.
2. Gary Jones, 604 Green Meadows: Wanted to clarify his intent regarding traffic concerns from the November 2017 Council Meeting Citizen Comments.

CONSENT AGENDA

- C1. September 2017 Financial Transactions over \$5,000
- C2. Minutes of the November 13, 2017 Briefing Session and Regular Meeting.
- C3. DALLAS COUNTY INCIDENT MODULE SOFTWARE ("DCIM")

PL2 Oberg moved to approve the Consent Items as presented, seconded by PL4 Hunt.
No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 5-0.

REGULAR AGENDA

ITEM 1. DISCUSSION/ACTION – Consider authorizing proposed Resolution R2017-28 executing an optional one-year extension of the depository services agreement between the City of Ovilla and Prosperity Bank.

The City's depository agreement with Prosperity Bank began June 2015 for a period not to exceed 5-years. Following an initial contract term (3-years), the agreement provides for two optional, one-year renewals, awarded one-year at a time. This one-year renewal to May 2018 represents the first of two

optional extensions. The agreement is automatically extended upon mutual agreement between the City and Prosperity Bank. The conditions in the optional extension(s) remain the same as the contract. Prosperity Bank verified their desired intent in renewing the existing contract.

PL2 Oberg moved to approve Resolution R2017-28 executing a one-year extension of the Depository Agreement between the City of Ovilla and Prosperity Bank as presented, seconded by PL1 Huber.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 5-0.

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-19 of the City of Ovilla, Texas, to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

The City Council directed staff during the November Council to prepare an ordinance amending the Code of Ordinances regarding dumpster screening. The Ordinance presented keeps dumpster screening requirements consistent throughout the Code. Council's consensus was to amend sections referring to shrubs and asked staff to return with a revised ordinance in January.

No action.

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-20 of the City of Ovilla, Texas, repealing Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Two citizens signed up to speak on this Item:

1. Joe Steiger, 623 Edgewood Lane – Understands the law but wished that Council could figure a way to continue the HOA collections.
2. Jimmy Prasifica, 119 Meadow Glenn – Asked that the City find a way to continue HOA collections. If not, a refund for software report writing fees will be requested.

Council empathized with the residents but advised that they must comply with legal direction. The City Attorney, TML Legal Staff, and the Texas Attorney General have all issued opinions that the City cannot collect HOA fees for the associations. Staff presented an ordinance prepared by the city attorney repealing the section of the Code that covered the established practice.

PL4 Hunt moved to approve Ordinance 2017-20 of the City of Ovilla, Texas, repealing Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication, seconded by PL1 Huber.

PL2 Oberg voted in opposition.

One opposition by PL2, no abstentions.

VOTE: The motion to approve carried unanimously: 4-1.

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-21, amending Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas; establishing fees for credit card and bank draft transactions accepted by the City; providing a savings clause; providing a severance clause; providing for incorporation into

the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

The City has agreements that set fees for credit card transactions and “payment by electronic means”. These fees require approval, set forth by Ordinance through Council action. The \$1 fee for “payment by electronic means” is a pass-through fee with no percentage limit set by the state. This fee needs to reasonable and necessary to cover direct costs.

The credit card processing fee has a maximum percentage of 5% set by the state. Ovilla’s current agreement(s) set the base fees at \$3 for charges less than \$100 and at 3% for charges greater than \$100. The \$3 fee exceeds the allowable percentage set by the state for any charge less than \$60. Charges and fees are amended in the presented Ordinance.

PL2 Oberg moved to approve Ordinance 2017-21, amending Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas; establishing fees for credit card and bank draft transactions accepted by the City; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 5-0.

ITEM 5. DISCUSSION/ACTION – Consideration of and action on a revised Strategic Plan as reviewed and recommended by the Economic Development Corporation and Park Boards and direct staff as necessary.

The Park Board and EDC held a joint meeting July 17, 2017, each Board revising sections of the Strategic Plan as suggested by Council. During the Park Board’s November 06 meeting, revisions were confirmed and ready for Council consideration.

Staff received the word document to the Strategic Plan from ORASI and will implement those changes upon recommendation by Council. The revised sections are specific to the Park Board and have already been reviewed by Council during the November Council meeting.

- Remove 1.1 Pop-Up-Park
- Postpone 1.3 Creating a downtown design
- Remove 1.7 Ballfields
- Remove 1.8 Creek walk
- Remove Goal 2

The EDC reviewed the Plan again in November and determined that a revised timeline was needed and planned to consider a revised timeline at the December EDC meeting. Additionally, the EDC discussed priorities, stating the top priority was purchase and placement of monument signs. Continued discussion will occur in December. Council asked for a cost estimate once the Plan is implemented.

PL2 Oberg moved to approve the presented revisions to the Strategic Plan, directing staff to return to the EDC to set priorities and establish a timeline, and return with a finished Plan for adoption, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 5-0.

ITEM 6. DISCUSSION/ACTION – Consideration of and action on the selection of a proposal for a Parks Master Plan.

City Manager John Dean contacted numerous planning groups to solicit proposals for a Parks Master Plan. Staff received two submitted proposals for a Parks Master Plan. The Ovilla Economic Development Corporation gave their commitment to pay for this Plan.

1. GrantWorks
2. MHS, LLC

The EDC and Park Board both considered the two proposals, and both recommend that GrantWorks be selected to prepare a Parks Master Plan. The cost of the GrantWorks Plan is \$6,000. The City Manager advised that he had previous experience with this same plan development with GrantWorks. With the adoption of a Parks Master Plan, it would enable Ovilla to apply for a grant for Park improvements.

PL4 Hunt moved to select GrantWorks to develop a Parks Master Plan as presented and directed staff to return with a resolution to execute a contract as specified in the proposal, seconded by PL5 Myers. *No oppositions, no abstentions.*

VOTE: The motion to approve carried unanimously: 5-0.

ITEM 7. DISCUSSION/ACTION – Consideration of and action on a fire alarm monitoring agreement with Action Fire Pros.

The Fire Department is currently using a monitoring company called Urban for fire alarm safety and monitoring. Additionally, a company named Eagle services all of the fire extinguishers as well as our fire alarm system. The Fire Department recommended Action Fire Pros, a company out of Waxahachie that could manage these needs previously mentioned, and consolidate into one bill.

Reasons for changing to Action Fire Pros:

1. Streamline bill paying to one company
2. Annual monitoring cost will decrease from \$420.00 to \$360.00
3. Action Fire Pros is located in Waxahachie - Urban is in Mesquite

Council asked staff to inquire if Action Fire Pros could manage all municipal buildings and to allow legal counsel to review the agreement and bring back for consideration.

No action.

ITEM 8. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

None.

No action.

DEPARTMENT REPORTS

- Department Activity Reports / Discussion
 - Police Department
 - Reviewed Monthly Report
 1. Coffee with the Chief is scheduled for December 13.
 2. Shared Police Department's Christmas card that was created following an artwork contest.
 3. The toy drive is soon to be over.
 - Fire Department
 - Reviewed Monthly Report
 1. Advised the Commissioner's Court enacted a burn ban.

- 2. Advised of slow process on getting bids for the building repairs.
- 3. New radios are working well.
- Public Works Public Works Director B. Piland
 - Monthly Report
 - Discussed monthly flushing and residuals.
 - 1. Reviewed Monthly Park Maintenance Reports
 - 2. Reviewed the Street Maintenance Report
- Finance Department Accountant L. Harding
 - Reviewed October 2017 Financials
 - Reviewed Bank Balances through December 06, 2017
- Administration
 - Reviewed City Manager Reports
 - 1. New software, GovPilot, is in use and staff is acclimating.
 - Reviewed Monthly Municipal Court Report City Secretary P. Woodall
 - Reviewed Monthly Code/Animal Control Reports Code/AC Officer M. Dooly

VI. EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

Time was 8:20 p.m. Mayor Dormier announced that Council, City Manager and City Secretary would convene in a closed Meeting called pursuant to the following:

Item 9: Texas Government Code §551.071 – Consultation with Attorney.

Item 10: Texas Government Code §551.074 – Personnel Matters

City Secretary returned to the Council Chamber room following executive discussion on Item 9. Council and the City Manager remained in Executive Session on the following Item:

Mayor Dormier, Council and the City Manager return to Regular Session at 9:28 p.m. Mayor Dormier announced that no action was taken on either Items 9 or 10 during Executive Session.

ITEM 9. *DISCUSSION/ACTION* – Closed session pursuant to Section §551.071 of the Texas Government Code: Consultation with city attorney regarding contemplated litigation.

No action.

ITEM 10. *DISCUSSION/ACTION* – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager. (Six-month evaluation)

PL2 Oberg moved that following the City Manager's six-month evaluation, his annual salary be increased to \$105,000, seconded by PL1 Huber, effective immediately.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 5-0.

REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

1. Mayor Dormier None
2. PL1 Huber None
3. PL2 Oberg None
4. PL3 Griffin None

5. PL4 Hunt	None
6. PL5 Myers	None
7. City Manager	None

ADJOURNMENT

PL2 Oberg moved to adjourn the meeting of December 11, 2017, seconded by PL5 Myers. There being no further business, Mayor Dormier adjourned the meeting at 9:29 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved January 08, 2018

AGENDA ITEM REPORT

Item 1

Meeting Date: January 8, 2018

Department: Administration/Code

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: John R. Dean Jr., CM

Amount: N/A

Reviewed By: City Manager City Secretary City Attorney

Accountant

Other: M. Dooly

Attachments:

1. Ordinance 2018-01

Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-01 of the City of Ovilla, Texas, to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Discussion / Justification:

As directed by the City Council at the November Council meeting staff has prepared an ordinance amending the Code of Ordinances regarding dumpster screening. This Ordinance will make the dumpster screening requirements consistent throughout the Code.

Recommendation / Staff Comments:

Staff recommends adoption of the Ordinance.

Sample Motion(s):

I move to approve/deny Ordinance 2018-01 of the City of Ovilla, Texas to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, TO AMEND SPECIFIC SECTIONS OF CHAPTER 6, ARTICLE 6, SECTION 6.05.008; CHAPTER 19, SECTION 19.12.C; CHAPTER 14, SECTION 35.2.D; AND CHAPTER 14, SECTION 38.5.E. OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING REQUIREMENTS FOR PERMANENT DUMPSTERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council has found inconsistencies within the Code of Ordinances regarding the screening requirements for permanent dumpsters; and

WHEREAS, the City Council of Ovilla wishes to make the screening requirements for permanent dumpsters consistent throughout the City of Ovilla, Texas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS:

SECTION 1. AMENDMENT OF CHAPTER 6, ARTICLE 6, SECTION 6.05.008; CHAPTER 19, SECTION 19.12.C; CHAPTER 14, SECTION 35.2.D; AND CHAPTER 14, SECTION 38.5.E. OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

(a) CHAPTER 6, ARTICLE 6, SECTION 6.05.008 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

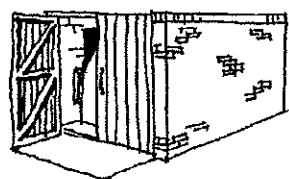
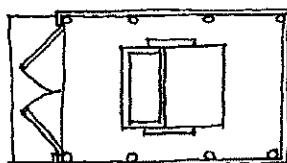
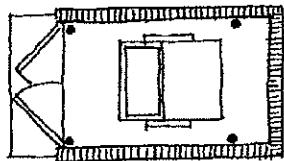
Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials;

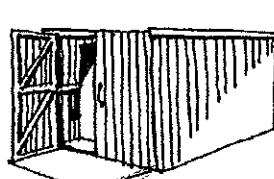
Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.

Enclosures shall be maintained in accordance with Article 3.05 Fences, Section 03.05.010 of the City of Ovilla Code of Ordinances.



Wall Enclosure



Fence Enclosure

(b) CHAPTER 19, SECTION 19.12.C of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

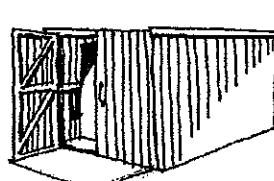
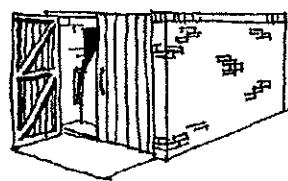
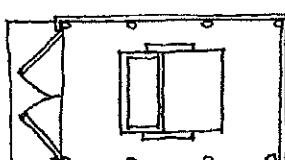
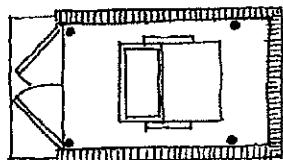
Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.

Enclosures shall be maintained in accordance with Article 3.05 Fences, Section 03.05.010 of the City of Ovilla Code of Ordinances.



Wall Enclosure

Fence Enclosure

(c) CHAPTER 14, SECTION 35.2.D of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

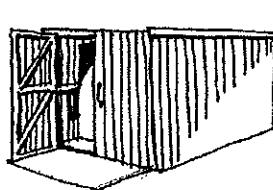
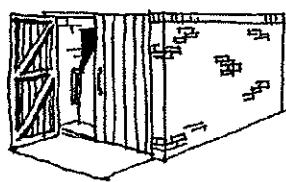
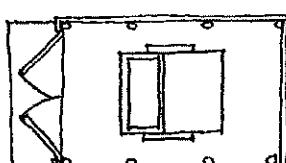
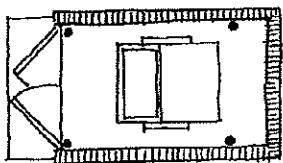
Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.

Enclosures shall be maintained in accordance with Article 3.05 Fences, Section 03.05.010 of the City of Ovilla Code of Ordinances.



Wall Enclosure

Fence Enclosure

(d) CHAPTER 14, SECTION 38.5.E of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

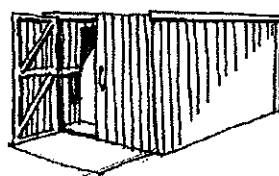
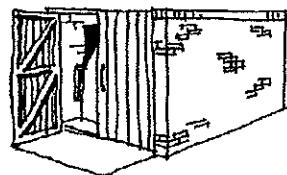
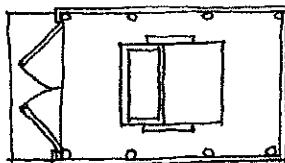
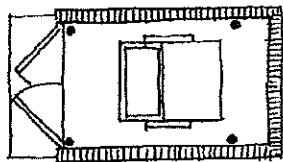
Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.

Enclosures shall be maintained in accordance with Article 3.05 Fences, Section 03.05.010 of the City of Ovilla Code of Ordinances.



Wall Enclosure

Fence Enclosure

SECTION 2. SAVINGS CLAUSE

In the event that any other Ordinance of the City of Ovilla, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

SECTION 3. SEVERANCE CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the City of Ovilla Code of Ordinances and shall be appropriately renumbered, if necessary, to conform to the uniform numbering system of the Code.

SECTION 5. EFFECTIVE DATE

Because of the nature of the interests and safeguards sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

SECTION 6. PUBLICATION

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the 8th day of January, 2018.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

AGENDA ITEM REPORT

Item 2

Meeting Date: January 08, 2018

Discussion Action

Department: Administration

Budgeted Expense: YES NO N/A

Submitted By: Pam Woodall, City Secretary

Amount: N/A

Reviewed By: City Manager City Secretary City Attorney

Accountant

Other: Glennell Miller

Attachments:

1. Ordinance 2018-02
2. Order of Election / Elección

Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on Ordinance 2018-02 of the City of Ovilla, Texas, authorizing a General Election to be held on May 05, 2018 for the purpose of electing three Council Members, (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla; providing for the method of voting; providing for the appointment of the early voting clerk, presiding election judge, early voting ballot board; providing for the lease of election equipment and providing for publication in accordance with the Texas Election Code {EC §3.004, §3.006, §4.001-008, §85.005, §85.007} and providing an effective date.

DISCUSIÓN/ACCIÓN – Consideración de una Acción a partir de la Ordenanza 2018-02 del Gobierno Municipal de la Ciudad de Ovilla, Texas, donde se autoriza la organización de elecciones generales para el día 05 de mayo de 2018 con el elegir tres miembros del gobierno municipal (cargos 1, 3 y 5) cuyo período ha expirado y por parte de votantes calificados de Ovilla; estipulando el método de votación; estipulando el nombramiento de la Secretaria de Votación Anticipada; el Juez de Elección Anticipada, el Consejo de Boletas de Votación Anticipada; estipulando el arriendo de equipamiento para elecciones y estipulando la publicación, en conformidad con el Código de Elecciones de Texas {EC §3.004, 3.006, 41001-008, 85.004, 85.007} y estipulando una fecha efectiva.

Discussion / Justification:

State Law requires the City Council to authorize the Order of General Election.

May 05, 2018 is uniform Election Day. The prepared ordinance calls the election and outlines procedures consistent with the TX Election Code; designating the polling place for early voting and Election Day, the method of voting, appointment of the early voting clerk, appointment of the Ballot Board and Presiding Election Judge and the lease of election equipment.

Early Voting takes place from April 23, 2018, through May 01, 2018 at the Ovilla Municipal Building, same location as in past years. Election Day voting will be held in the Council Chamber Room.

Method of Voting: Paper ballots

Early Voting Clerk: City Secretary

Presiding Election Judge: Charlie Morton

Ballot Board: Presiding Judge and his designated election clerks
Lease of Equipment: Ellis County Elections Administrator

A lease agreement from Ellis County for the Auto Mark (election equipment) will be presented to Council at a later meeting when it becomes available from the County.

Law requires that two of those days during early voting by personal appearance have extended hours from 7:00 A.M. to 7:00 P.M., on designated dates. The recommended two days for 12-hour early voting for the May 05, 2018 General Election are Monday, April 30, 2018 and Tuesday, May 01, 2018.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council approve Ordinance 2018-02 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 05, 2018 for the purpose of electing three council members (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla; providing for the method of voting; providing for the appointment of the Early Voting Clerk; Presiding Election Judge, Early Voting Ballot Board; providing for the lease of election equipment and providing for publication, in accordance with the Texas Election Code {EC §3.004, 3.006, 41001-008, 85.004, 85.007} and providing an effective date.



ORDINANCE 2018-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING A GENERAL ELECTION TO BE HELD ON MAY 05, 2018 FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS, (PLACES 1, 3, AND 5) FOR EXPIRED TERMS BY THE QUALIFIED VOTERS OF OVILLA; PROVIDING FOR THE METHOD OF VOTING; PROVIDING FOR THE APPOINTMENT OF THE EARLY VOTING CLERK, PRESIDING ELECTION JUDGE, EARLY VOTING BALLOT BOARD; PROVIDING FOR THE LEASE OF ELECTION EQUIPMENT AND PROVIDING FOR PUBLICATION, IN ACCORDANCE WITH THE TEXAS ELECTION CODE {EC §3.004, §3.006, §4.001-008, §85.004, §85.007} AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by this Ordinance, it is the intention of the City Council of Ovilla to call the General Election in accordance with state law, to declare the Texas Election Code is applicable to said election, and this Ordinance establishes procedures consistent with the Code, and designates the Election Day and main early voting polling place for the General Election; and

WHEREAS, May 05, 2018 is a uniform election date; and

WHEREAS, the City Council calls to Order the General Election of May 05, 2018 to elect Place One, Place Three and Place Five of the City Council as required by the Texas Election Code:

WHEREAS, the Order of Election must be written in English and Spanish as required by the Texas Election Code:

WHEREAS, the City intends to enter into a contract with Ellis County to lease voting equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS;

Section One

General Election Called. That a General Election is hereby called by the City Council to elect City Council Places 1, 3 and 5, to serve until May 2020 or until their successors are duly elected and qualified. Such election shall take place on the 5th day of May 2018, between the hours of 7:00 a.m. and 7:00 p.m.

Section Two

Candidates for General Election. Qualified persons may file as candidates for the General Election by filing an application with the City Secretary at City Hall, 105 S. Cockrell Hill Road, Ovilla, TX 75154, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, beginning January 17, 2018 through February 16, 2018. The City Secretary's office will remain open on February 16, 2018 until 5:00 p.m. as required by the TX Election Code. All applications for candidacy shall be on a form as prescribed by the Texas Election Code.



ORDINANCE 2018-02

Section Three

Method of Voting. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the General Election in accordance with this ordinance. Voting at the General Election shall be by paper ballot. The official ballot for the General Election shall be prepared in accordance with the Texas Election Code and the ballots shall include such provisions, markings and language as required by law.

Section Four

Election Day Polling Place. The Election Day polling place for the General Election is designated pursuant to Section 271.002 of the Texas Election Code, and the Council finds that the following location can most adequately and conveniently serve the voters in this election, and that this location will facilitate the orderly conduct of the election:

Ovilla Municipal Building
105 S. Cockrell Hill Road, Ovilla, Texas 75154
between the hours of 7:00 a.m. and 7:00 p.m.

Section Five

Early Voting. The City Secretary, City of Ovilla, 105 S. Cockrell Hill Road, Ovilla, Texas 75154, is hereby appointed as Early Voting Clerk and she may appoint the necessary deputy clerks as required for early voting. Early voting by personal appearance will be conducted each weekday, which is not a Saturday or Sunday or an official State Holiday, at City Hall, 105 S. Cockrell Hill Road, Texas, to be held between the hours of 8:00 a.m. and 4:30 p.m., beginning on Monday, April 23, 2018 and ending on Tuesday, May 1, 2018.

Extended hours for early voting by personal appearance will be conducted at City Hall at the same location, on Monday, April 30, 2018 and Tuesday, May 1, 2018, between the hours of 7:00 a.m. and 7:00 p.m. as required in the Texas Election Code. Last day to receive applications by mail for a ballot to be voted by mail, including an FPCA, delivered to the Early Voting Clerk at 105 S. Cockrell Hill Road, Ovilla, Texas 75154, is April 24, 2018 by the close of business day. Early voting, both by personal appearance and by mail, shall be by the paper ballot method and shall be canvassed by the Early Voting Ballot Board, which is hereby created.

Section Six

Appointment of Presiding Election Judge and Alternate Election Judge and Early Voting Ballot Board. The following named individuals are hereby appointed to serve as Presiding Election Judge and Alternate Presiding Judge, respectively, at the election.

Presiding Election Judge: Charlie Morton
Alternate Presiding Judge: Christina Odom

The Presiding Election Judge and Alternate Presiding Judge shall be qualified voters of the City.



ORDINANCE 2018-02

The City Secretary shall, in accordance with Section 32.009 of the Texas Election Code, deliver to the Presiding Election Judge and the Alternate Presiding Judge notice of their appointments not later than twenty (20) days from the effective date of this Ordinance. The Presiding Election Judge and the Alternate Presiding Judge appointed herein shall serve as the presiding officer and the alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board for the election.

Section Seven

Appointment of Clerks. The Presiding Election Judge for the polling place shall appoint Election Clerks and as many additional Clerks as are necessary for the proper conduct of the election. Provided, however, four (4) clerks shall be the maximum number of Clerks which may be appointed to serve at the polling place.

Section Eight

Governing Law and Qualified Voters. The General Election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section Nine

Publication and Posting of Notice of Election. Notice of the election shall be given by posting a substantial copy of this Ordinance ordering an election in English and Spanish translations at City Hall on the official bulletin board used for posting notices of the meeting of the City Council. A copy of this Ordinance's caption shall also be published in English and in Spanish in the City's official newspaper of general circulation published in the City.

Section Ten

Delivery of Returns. In accordance with the Code, immediately after the closing of the polls on the day of the election, the election officers named in this ordinance shall make and deliver the returns of the election in triplicate as follows: one copy shall be retained by the Presiding Election Judge; one copy shall be delivered to the Mayor of the City; and one copy of the returns, together with the ballot boxes and all election supplies, shall be delivered to the City Secretary. All election records and supplies shall be preserved by the City Secretary in accordance with the Code.

Section Eleven

Lease of Election Equipment Authorized. The City Secretary or his/her designee is hereby authorized and directed to enter into an election services agreement for said election with Ellis County, and to execute such agreement. The agreement will provide for the voting equipment to be used for the General Election during early voting and on Election Day, as well as the compensation for lease of the voting equipment.



ORDINANCE 2018-02

Section Twelve

Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section Thirteen

Effective Date. This ordinance shall be in full force and effect after its passage, and it is so ordained.

The *Order of Election* shall be posted to read as shown on Exhibit "A" attached:
(Headings only)

ORDER OF ELECTION FOR THE CITY OF OVILLA ORDEN DE ELECCION PARA OVILLA

PASSED, ADOPTED AND APPROVED on this the 08th day of January 2018.

Richard Dormier, Mayor

Attest:

Pam Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

Attachments Exhibit A: Order of Election / Orden De Eleccion



ORDER OF ELECTION FOR THE CITY OF OVILLA

An election is hereby ordered to be held on MAY 5, 2018 for the purpose of electing the following City Council seats:

**City Council, Place 1
City Council, Place 3
City Council, Place 5**

**Early voting by personal appearance will be conducted each weekday at
105 S. Cockrell Hill Road, Ovilla, TX 75154**

**Between the hours of 8:00 a.m. and 4:30 p.m. beginning on Monday, April 23, 2018
And ending on Tuesday, May 01, 2018.**

Additional early voting hours will be held as follows:

**Monday, April 30, 2018 and Tuesday, May 01, 2018
7:00 AM until 7:00 PM at the same location.**

Applications for ballot by mail shall be mailed to:

**Pamela Woodall, City Secretary
105 South Cockrell Hill Road
Ovilla, Texas 75154**

Applications for ballots by mail must be received no later than the close of business on
Tuesday, April 24, 2018. (Received application by mail for a ballot)

Issued this the 08th day of January 2018.

Signature of Mayor Dormier

Signature of Mayor Pro-Tem PL 3 Griffin

Signature of Councilperson PL 1 Huber

Signature of Councilperson PL 2 Oberg

Signature of Councilperson PL 4 Hunt

Signature of Councilperson PL 5 Myers

*Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before Election Day. AWI-2 --Prescribed by Secretary of State
Sections 3.004, 3.006, 4.008, 85.004, 85.007 Texas Election Code*



ORDEN DE ELECCIÓN PARA LA CIUDAD DE OVILLA

Por la presente se ordena que se llevará a cabo una elección el 5 DE MAYO DE 2018 con la finalidad de elegir a:

Miembro del Consejo, Posición 1
Miembro del Consejo, Posición 3
Miembro del Consejo, Posición 5

Las votaciones anticipadas en persona se llevarán a cabo de lunes a viernes en
105 S. Cockrell Hill Road, Ovilla, TX 75154

Entre las 8:00 a.m. y 4:30 p.m. comenzando el lunes, 23 de abril de 2018
y finalizando el martes, 1 de mayo 2018.

Horas de votación anticipada adicionales:

Lunes, 30 de abril de 2018 y martes, 1 de mayo de 2018
de 7:00am a 7:00 pm en el mismo lugar.

Las solicitudes para obtener boletas deberán enviarse por correo a:

Pamela Woodall, Secretaria de la ciudad
105 South Cockrell Hill Road
Ovilla, Texas 75154

Las solicitudes para obtener boletas deberán recibirse a más tardar al final del día hábil el
martes, 24 del abril 2018. (Solicitudes recibidas para obtener boletas)

Emitida a los 08 días del mes de enero de 2018.

Firma del alcalde Dormier

Firma del alcalde Pro-Tem PL 3 Griffin

Firma del concejal PL 1 Huber

Firma del concejal PL 2 Oberg

Firma del concejal PL 4 Hunt

Firma del concejal PL 5 Myers

Instrucciones: Se debe entregar una copia de la presente orden de elección al Secretario del Condado/Administrador de Elecciones y al Registrador de Votantes 60 días antes de la jornada electoral. AWI-2 --Estipulado por el Secretario de Estado Secciones 3.004, 3.006, 4.008, 85.004, 85.007 del Código Electoral de Texas

ORD.2018.02. Anexo A

AGENDA ITEM REPORT

Item 3

Meeting Date: January 08, 2018

Department: Street

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Brad Piland, PW Director

Amount: \$104,107

Reviewed By: City Manager City Secretary City Attorney

Accountant

Other: Engineers: Birkhoff, Hendricks & Carter, LLP

Attachments:

1. Copy of recommendation from Andrew Mata, Birkhoff, Hendricks and Carter, LLP
2. Bid Summary
3. Resolution R2018-01 & Contract Agreement

Agenda Item / Topic:

ITEM 3. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-01, to award the Red Oak Creek 12-inch Water Line Crossing Project Contract Agreement to LA Banda, LLC, authorizing the Mayor to execute said construction project agreement documents.

Discussion / Justification:

Background/History: The City entered into an agreement for engineering services with Birkhoff, Hendricks and Carter, LLP to complete construction plans and specification for the Red Oak Creek 12-inch Water Line Project. Notice was posted and bids received through December 21, 2017, 10:00 a.m.

Birkhoff, Hendricks and Carter, LLP has checked the sealed bids received at 10:00 a.m., Thursday, December 21, 2017, for the Red Oak Creek 12-inch Water Line Crossing project. LA Banda, L.L.C. of Dallas, Texas, submitted the low base bid in the amount of \$104,107.00, which includes a bid of \$15,500.00 for the additive alternate No 3A and a credit of bid item No. 3 for \$7,316.00.

Birkhoff, Hendricks and Carter, LLP has checked references LA Banda has provided to us and found no irregularities on the Contractor from the references. Birkhoff, Hendricks and Carter, LLP were able to contact and talk with the City of DeSoto and City of Dallas staff regarding their projects with LA Banda. In our opinion, LA Banda L.L.C. has the experience and capability to construct the Red Oak Creek 12-inch Water Line Crossing project.

Bid Summary and itemized Bid Tabulation attached.

Recommendation / Staff Comments:

We recommend the City Council award a construction contract to LA Banda L.L.C. in the amount of \$104,107.00 for the construction of the Red Oak Creek 12-inch Water Line Crossing project.

Sample Motion(s):

I move that Council approve/deny Resolution R2018-01, to award the Red Oak Creek 12-inch Water Line Crossing Project Contract Agreement to LA Banda, LLC, authorizing the Mayor to execute said construction project agreement documents.

RESOLUTION NO. R2018-01

* * * *

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO AWARD AND EXECUTE A CONSTRUCTION CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF OVILLA AND LA BANDA LLC.

WHEREAS, the City of Ovilla published for sealed bids in accordance with Chapter 252 of the Texas Local Government Code and received and publicly opened those bids on December 21, 2017 for the Red Oak Creek 12-inch Water Line Crossing Project; and

WHEREAS, the City's professional engineering firm, Birkhoff, Hendricks and Carter, LLP has reviewed submitted bids and prepared a letter of recommendation to award a construction contract agreement the LA Banda LLC in the amount of \$104,107; and

WHEREAS, this meeting is open to the public as required by law, and public notice of the time, place, and purpose of this meeting was given as required by the Texas Open Meetings Act, Chapter 551, Government Code.

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

SECTION 1. That the City Council authorizes the Mayor to execute construction contract documents with LA Banda LLC for the Red Oak Creek 12-in Water Line Crossing Project.

SECTION 2. That this resolution shall take effect from and after its passage, and it is so resolved.

Passed, Approved and Adopted by the City Council of the City of Ovilla, Texas, this 08 day of January 2018.

APPROVED:

Richard Dormier, MAYOR

ATTEST:

Pamela Woodall, CITY SECRETARY

BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

January 2, 2018

Mr. John Dean
City Manager
105 S. Cockrell Hill
Ovilla, Texas 75154

Re: Red Oak Creek 12-inch Water Line Crossing

Dear Mr. Dean:

We have checked the sealed bids received at 10:00 a.m., Thursday, December 21, 2017, for the Red Oak Creek 12-inch Water Line Crossing project. LA Banda, L.L.C. of Dallas, Texas, submitted the low base bid in the amount of \$104,107.00, which includes a bid of \$15,500.00 for the additive alternate No 3A and a credit of bid item No. 3 for \$7,316.00. We are enclosing two (2) copies of the Bid Summary and itemized Bid Tabulation.

We have checked references LA Banda has provided to us and found no irregularities on the Contractor from the references. We were able to contact and talk with the City of DeSoto and City of Dallas staff regarding their projects with LA Banda. In our opinion, LA Banda L.L.C. has the experience and capability to construct the Red Oak Creek 12-inch Water Line Crossing project.

Accordingly, we recommend the City Council award a construction contract to LA Banda L.L.C. in the amount of \$104,107.00 for the construction of the Red Oak Creek 12-inch Water Line Crossing project. We are available to discuss this project and our recommendation further at your convenience.

Sincerely yours,



Andrew Mata Jr., P.E.

Enclosures

CITY OF OVILLA, TEXAS
Red Oak Creek 12-Inch Water Line Crossing

BID SUMMARY

Bids Received at 10:00 a.m., Thursday, December 21, 2017

Contractor	BASE BID (Items 1 thru 13)	Base Bid (Item No. 3)	Alternate Bid (Item No. 3-A)	BASE + ALTERNATE (Base Bid - #3 + #3A)
1. LA Banda, LLC 523 Neomi Ave. Dallas, Texas 75217	\$ 95,923.00	\$ (7,316.00)	\$ 15,500.00	104,107.00
2. A&M Construction & Utilities, Inc. 4950 Grisham Dr. Rowlett, Texas 75088	\$ 103,022.95	\$ (18,290.00)	\$ 33,790.00	118,522.95
3. M-Co Construction, Inc. 316 County Road 3672 Springtown, Texas 76082	\$ 144,616.00	\$ (8,866.00)	\$ -	135,750.00
4. Wilson Contractor Services, LLC 3985 Mingo Rd. Denton, Texas 76208	\$ 145,498.00	\$ (9,300.00)	\$ 8,060.00	144,258.00
5. Canary Construction, Inc. 802 N. Kealy Ave., Suite 101 Lewisville, Texas 75057	\$ 148,414.00	\$ (11,470.00)	\$ 16,740.00	153,684.00
6. Atkins Bros. Equipment Co. P.O. Box 990 Midlothian, Texas 76065	\$ 159,317.00	\$ (18,600.00)	\$ 20,150.00	160,867.00

NOTE:

Based upon the best interest of the City, the City reserves the right to award a single contract to a single Contractor based on the lowest acceptable Base Bid, or the [Base Bid minus Item No. 3 plus Alternate Bid Item No. 3-A].

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF	
				LA Banda, LLC		A&M Construction & Utilities, Inc		M-Co Construction, Inc		Wilson Contractor Services, LLC		Canary Construction, Inc.	
				523 Neomi Ave Dallas, Texas 75217		4950 Grisham Dr Rowlett, Texas 75088		316 County Road 3672 Springtown, Texas 76082		3985 Mingo Rd. Denton, Texas 76208		802 N. Kealy Ave., Suite 101 Lewisville, Texas 75057	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
			BASE BID										
1	817	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) and all Fittings, with Embedment by Open Cut	\$59.00	\$ 48,203.00	\$63.35	\$ 51,756.95	\$97.00	\$ 79,249.00	\$90.00	\$ 73,530.00	\$132.00	\$ 107,844.00
2	40	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) with 20" Steel Encasement (3/8" Wall Thickness) by Other than Open Cut	\$250.00	\$ 10,000.00	\$271.00	\$ 10,840.00	\$350.00	\$ 14,000.00	\$300.00	\$ 20,000.00	\$270.00	\$ 10,800.00
3	62	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) and all Fittings, with Class 'G' Embedment (Concrete Encasement)	\$118.00	\$ 7,316.00	\$295.00	\$ 18,290.00	\$143.00	\$ 8,866.00	\$150.00	\$ 9,300.00	\$185.00	\$ 11,470.00
4	2	En.	For Connecting to Existing Water Lines	\$2,500.00	\$ 5,000.00	\$1,574.00	\$ 3,148.00	\$2,325.00	\$ 4,650.00	\$2,050.00	\$ 4,100.00	\$1,852.00	\$ 3,704.00
5	1	En.	Furnish & Install Standard Fire Hydrant Assembly	\$4,200.00	\$ 4,200.00	\$4,292.00	\$ 4,292.00	\$3,645.00	\$ 3,645.00	\$3,800.00	\$ 3,800.00	\$6,520.00	\$ 6,520.00
6	1	En.	Furnish & Install 8-inch Resilient Seated Gate Valve	\$1,200.00	\$ 1,200.00	\$1,232.00	\$ 1,232.00	\$1,505.00	\$ 1,505.00	\$1,430.00	\$ 1,450.00	\$1,562.00	\$ 1,562.00
7	18	En.	Remove and Replace Asphalt Walkway (TxDOT Type 'D' HMAC) with Flex Base	\$500.00	\$ 9,000.00	\$45.00	\$ 810.00	\$88.00	\$ 1,584.00	\$167.00	\$ 3,006.00	\$72.00	\$ 1,296.00
8	1	S.Y.	Furnish, Install & Implement Storm Water Pollution Prevention Plan	\$2,800.00	\$ 2,800.00	\$1,800.00	\$ 1,800.00	\$4,690.00	\$ 4,690.00	\$5,000.00	\$ 5,000.00	\$1,230.00	\$ 1,230.00
9	1	L.S.	For Testing and Disinfecting Water Line	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00	\$1,860.00	\$ 1,860.00	\$2,500.00	\$ 2,500.00	\$562.00	\$ 562.00
10	802	L.S.	Furnish, Install, & Implement Trench Safety Plan System	\$2.00	\$ 1,604.00	\$2.00	\$ 1,604.00	\$1.00	\$ 802.00	\$6.00	\$ 4,812.00	\$1.00	\$ 802.00
11	1	L.S.	Furnish, Install and Maintain Barricades	\$300.00	\$ 500.00	\$1,500.00	\$ 1,500.00	\$4,195.00	\$ 4,195.00	\$1,500.00	\$ 1,500.00	\$560.00	\$ 560.00
12	3	En.	For Tree Removal (6-Inch to 10-Inch Diameter)	\$1,200.00	\$ 3,600.00	\$750.00	\$ 2,250.00	\$805.00	\$ 2,415.00	\$500.00	\$ 1,500.00	\$568.00	\$ 1,704.00
13	1	L.S.	Furnish & Install Temporary Dam Across Red Oak Creek and Pumping for use with Open Cut and Laying of Pipe Across Red Oak Creek	\$500.00	\$ 500.00	\$5,000.00	\$ 5,000.00	\$17,155.00	\$ 17,155.00	\$15,000.00	\$ 15,000.00	\$360.00	\$ 360.00
			AMOUNT OF BASE BID (Items 1 Through 13)	\$ 95,923.00		\$ 103,022.95		\$ 144,616.00		\$ 145,498.00		\$ 148,414.00	
			ALTERNATE BID NO. 1										
3-A	62	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) with 20" Steel Encasement (3/8" Wall Thickness) by Other Than Open Cut [in Lieu of Class 'G' Embedment (Concrete Encasement)]	\$250.00	\$ 15,500.00	\$545.00	\$ 33,790.00	\$0.00	\$ -	\$130.00	\$ 8,060.00	\$270.00	\$ 16,740.00
			AMOUNT OF ALTERNATE BID (Item 3-A)	\$ 15,500.00		\$ 33,790.00		\$ -		\$ 8,060.00		\$ 16,740.00	
			SUMMARY OF BID										
			AMOUNT OF BASE BID (Items 1 Through 13)	\$ 95,923.00		\$ 103,022.95		\$ 144,616.00		\$ 145,498.00		\$ 148,414.00	
			AMOUNT OF BASE BID (Item No. 3)	\$ 7,316.00		\$ 18,290.00		\$ 8,866.00		\$ 9,300.00		\$ 11,470.00	
			AMOUNT OF ALTERNATE BID (Item 3-A)	\$ 15,500.00		\$ 33,790.00		\$ -		\$ 8,060.00		\$ 16,740.00	
			TOTAL AMOUNT OF BID (Items 1 Through 13)	\$ 95,923.00		\$ 103,022.95		\$ 144,616.00		\$ 145,498.00		\$ 148,414.00	
			TOTAL AMOUNT OF BID (minus Item #3 plus Item #3-A)	\$104,107.00		\$ 118,522.95		\$ 135,750.00		\$ 144,258.00		\$ 153,684.00	

NOTE: Based upon the best interest of the City, the City reserves the right to award a single contract to a single Contractor based on the lowest acceptable Base Bid, or the [Base Bid minus Item No. 3 plus Alternate Bid Item No. 3-A].

TABULATION OF BIDS				BID OF	
Project: CITY OF OVIALLA, TEXAS Red Oak Creek 12-inch Water Line Crossing			Date: December 21, 2017		Atkins Bros Equipment Co P.O. Box 990 Midlothian, Texas 76065
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension
			BASE BID		
1	817	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) and all Fittings, with Embedment by Open Cut	\$95.00	\$ 77,615.00
2	40	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) with 20" Steel Encasement (3/8" Wall Thickness) by Other than Open Cut	\$325.00	\$ 13,000.00
3	62	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) and all Fittings, with Class 'G' Embedment (Concrete Encasement)	\$300.00	\$ 18,600.00
4	2	Ea.	For Connecting to Existing Water Lines	\$4,000.00	\$ 8,000.00
5	1	Ea.	Furnish & Install Standard Fire Hydrant Assembly	\$4,000.00	\$ 4,000.00
6	1	Ea.	Furnish & Install 3-inch Resilient Seated Gate Valve	\$1,500.00	\$ 1,500.00
7	18	Ea.	Remove and Replace Asphalt Walkway (TxDOT Type 'D' HMAC) with Flex Base	\$600.00	\$ 10,800.00
8	1	S.Y.	Furnish, Install & Implement Storm Water Pollution Prevention Plan	\$1,900.00	\$ 1,900.00
9	1	L.S.	For Testing and Disinfecting Water Line	\$4,000.00	\$ 4,000.00
10	802	L.S.	Furnish, Install, & Implement Trench Safety Plan System	\$1.00	\$ 802.00
11	1	L.S.	Furnish, Install and Maintain Barricades	\$2,000.00	\$ 2,000.00
12	3	Ea.	For Tree Removal (6-Inch to 10-Inch Diameter)	\$700.00	\$ 2,100.00
13	1	L.S.	Furnish & Install Temporary Dam Across Red Oak Creek and Pumping for use with Open Cut and Laying of Pipe Across Red Oak Creek	\$15,000.00	\$ 15,000.00
			AMOUNT OF BASE BID (Items 1 Through 13)		\$ 159,317.00
			ALTERNATE BID NO. 1		
3-A	62	L.F.	Furnish and Install 12-inch PVC Water Line (AWWA C-900 DR-18) with 20" Steel Encasement (3/8" Wall Thickness) by Other Than Open Cut [in Lieu of Class 'G' Embedment (Concrete Encasement)]	\$325.00	\$ 20,150.00
			AMOUNT OF ALTERNATE BID (Item 3-A)		\$ 20,150.00
			SUMMARY OF BID		
			AMOUNT OF BASE BID (Items 1 Through 13)		\$ 159,317.00
			AMOUNT OF BASE BID (Item No. 3)		\$ 18,600.00
			AMOUNT OF ALTERNATE BID (Item 3-A)		\$ 20,150.00
			TOTAL AMOUNT OF BID (Items 1 Through 13)		\$ 159,317.00
			TOTAL AMOUNT OF BID (minus Item #3 plus Item #3-A)		\$ 160,867.00

NOTE: Based upon the best interest of the City, the City reserves the right to award a single contract to a single Contractor based on the

AGENDA ITEM REPORT Item 4

Meeting Date: January 08, 2018

Discussion Action

Submitted By: John R. Dean, Jr. CM

Reviewed By: City Manager City Secretary City Attorney
 Accountant Other: Chief Windham

Department: Administration

Budgeted Expense: YES NO N/A

Amount: \$39,000 Annually

Attachments:

1. Resolution R2018-02
2. Management Technology Services Agreement

Agenda Item / Topic:

ITEM 4. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-02, to award an IT Management Technology Services Agreement by and between the City of Ovilla and NetGenius, and authorizing the Mayor to execute said agreement documents.

Discussion / Justification:

Background/History: The City of Ovilla has been operating under a maintenance agreement with Technology and Beyond, which has expired. Staff prepared specifications and published a Request for Proposals to receive interest from qualified vendors until December 04, 2017 at 3:00 pm.

Findings/Current Activity: Three proposals were received, and interviews were conducted by the staff with the two most qualified and that met all requirements. NetGenius has experience in providing these services to other municipalities. They have experience in working with vendors that provide integrated software for municipal services.

Staff unanimously agreed that based on governmental knowledge, experience and security background, NetGenius was best suited for Ovilla.

The Agreement has been reviewed, amended and approved by the city attorney.

Financial Impact: \$39,000 annually. The approved budget for IT services would require a budget amendment of \$9,800 at mid-year. This IT firm covers a larger range of services that were not included and billed separately with the current provider. In FY 2016-17 fiscal year total cost of services provided by T&B was \$31,048.93.

Recommendation / Staff Comments:

Options/Recommendation: Staff recommends approval of the agreement with NetGenius.

Sample Motion(s):

I move to approve Resolution R2018-02, to award an IT Management Technology Services Agreement by and between the City of Ovilla and NetGenius, and authorizing the Mayor to execute said agreement documents.

RESOLUTION NO. R2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, AN IT MANAGEMENT TECHNOLOGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF OVILLA AND NETGENIUS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA:

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute an IT Management Technology Service Agreement between the City of Ovilla and NetGenius for IT management and services.

Section 2. NetGenius shall provide all service responsibilities as listed and outlined in the terms and Scope of Services in the Managed Services Agreement. (attached)

Section 3. The City of Ovilla agrees to pay the monthly Managed Services Agreement fees outlined in the Managed Services Agreement Cost and Fee Schedule for a term of one-year from the date of signed Agreement.

Section 4. A copy of said Management Service Agreement with NetGenius is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 08 day of January 2018.

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

APPROVED: _____
Richard Dormier, **MAYOR**

Managed Services Agreement

AGREEMENT BY AND BETWEEN

City of Ovilla

AND

NetGenius, Inc.

THIS AGREEMENT is made and entered into by and between NetGenius, Inc. and the City of Ovilla (Customer) for Technical Services stated herein.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the premises as hereinafter set forth, the parties agree to the following terms and conditions:

I. TERM

This Agreement shall become effective and binding for all purposes upon the date of execution set forth in the last paragraph of this Agreement and shall continue in full force and effect for 12 months and term shall renew automatically annually after the selected term until a written termination notice, as specified herein, has been received by either party.

II. GENERAL RESPONSIBILITIES OF NETGENIUS, INC.

NetGenius shall be responsible for providing services in accordance with the terms and conditions of this Agreement as stated in the attached Scope of Services.

III. LIMITATIONS TO SERVICE PROVIDED BY NETGENIUS, INC.

Services provided by NetGenius under the terms of this Agreement shall be limited by the following: NetGenius shall not be responsible or liable for services other than those requested by the customer in writing and specified in this agreement. All services specified in this agreement are considered requested by the customer.

IV. GENERAL RESPONSIBILITIES OF CUSTOMER

Customer shall be responsible for providing the following in accordance with the terms and conditions of this Agreement: Products and services not stated in Scope of Services.

V. REMUNERATION.

In consideration of the services to be provided by NetGenius, Customer agrees to pay NetGenius in accordance with the Cost and Fee Schedule. An initial payment shall be made upon execution of this Agreement, in the amount equal to two months of service fees as calculated in the Cost and Fee schedule. Such payment shall be made in a check made payable to "NetGenius, Inc.".

VI. INDEMNIFICATION

NetGenius agrees to indemnify, hold harmless and defend Customer and its agents and assigns from all claims, suits, or actions brought for or on account of any damage, injury or death, loss, expense, civil rights or discrimination claims, labor disputes, inconvenience, or delay which may result from the performance of this agreement.

Commented [RM1]: Under Texas law, cities cannot indemnify other parties.

VII. CONFIDENTIALITY

NetGenius recognizes and acknowledges that this Agreement may create a confidential relationship between NetGenius and Customer and that information concerning Customer's business affairs, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, may be confidential in nature. Customer likewise recognizes and acknowledges that this Agreement creates a confidential relationship between NetGenius and Customer and that information concerning NetGenius's business affairs, electronic mail, proposals, methods of operation, vendors, computer programs, documentation and other intellectual property, is confidential in nature. All such information concerning Customer and NetGenius is hereinafter collectively referred to as "Confidential Information."

Deleted: Customer agrees to indemnify, hold harmless and defend NetGenius, Inc. and its agents and assigns from all claims, suits, or actions brought for or on account of any damage, injury or death, loss, expense, civil rights or discrimination claims, labor disputes, inconvenience, or delay which may result from the performance of this agreement

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VIII. NON-DISCLOSURE

NetGenius agrees that, except as directed by Customer, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Upon termination of this Agreement, Customer will return any items as requested by NetGenius that NetGenius deems confidential in nature.

Customer agrees that, except as directed by NetGenius, it will not at any time, during or after the term of this Agreement, disclose any Confidential Information to any person whatsoever unless and until disclosure is required under the Texas Public Information Act, or if disclosure is required pursuant to a decision or action of the Texas Attorney General or a court of competent jurisdiction. Upon termination of this Agreement, NetGenius will return any items as requested by Customer that Customer deems confidential in nature, within 5 business days of the request.

IX. FORCE MAJEURE

Neither party shall be responsible to the other for any losses resulting from failure to perform any terms or provisions of this Agreement, except for payment of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as "Force Majeure".

X. INDEPENDENT CONTRACTOR STATUS

This is not a brokerage agreement or an agreement of joint venture, or partnership, or of employment. In the performance of this Agreement, NetGenius is an independent contractor of Customer. Neither party shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the other party's name or purporting to be on the other party's behalf except as expressly authorized by the terms of this agreement or by

separate written agreement with other party.

XI. NONASSIGNABILITY

Neither party may assign its rights and duties under this Agreement without obtaining the prior written consent of the other party; except that either party can assign its obligations under this Agreement without the consent of the other party as a result of a sale of more than 50% of its assets.

XII. NOTICE

All notices which are required or may be given pursuant to the terms of this Agreement shall be deemed given three business days after they are deposited in the United States mail, certified, return receipt requested, with postage prepaid, or on the date personally delivered or sent by email.

To NetGenius:

NetGenius 2000 E. Lamar Blvd, Suite 600, Arlington, Texas 76006

To Customer:

City of Ovilla, Attn: City Secretary, 105 S Cockrell Hill Rd, Ovilla, TX 75154

XIII. SEVERABILITY

In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof, but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.

XIV. ENTIRETY CLAUSE, MODIFICATIONS AND AMENDMENTS

This Agreement, including the Attachments hereto, constitutes the entire agreement by and between the parties regarding the subject matter herein. Statements or representations not included in the foregoing documents shall not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties. This Agreement will supersede all other existing Agreements and Attachments on the date this Agreement is entered into and effective.

XV. COMPLIANCE WITH APPLICABLE LAWS

Each party shall be responsible for obtaining and maintaining at its sole expense and in its name, all licenses and permits which such party may require in order performing the services described herein. NetGenius and Customer shall each comply with all applicable federal, state and local laws and regulations respectively applicable to each party in connection with the services contemplated hereunder. All obligations under this Agreement are subject to any future required federal, state or other city regulatory approvals and laws. If the enforceability of any such future obligations materially and substantially diminishes the considerations which otherwise would be received or the services to be performed by either party under this Agreement, then that party may terminate this Agreement without liability by giving thirty days written notice of such termination to the other party. In such event, the amount paid by Customer shall be pro rated according to the time of cancellation and the pro-rated amount shall be returned.

XVI. ENFORCEABILITY

The failure of either party to enforce any provision of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVII. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Dallas County and proper venue for initiation and prosecution of a legal proceeding regarding this agreement shall be in Dallas County.

XVIII. PRIOR CONTRACTS

This Agreement shall replace any prior or existing Service Agreements between the parties and this Agreement shall apply to any existing Service Orders agreed to by the parties.

XIX. SOLICITATION

If Customer wishes to hire an employee of NetGenius, Customer may request this of NetGenius in writing. NetGenius retains the right to accept or deny the request within 30 days. If the request is accepted, a \$20,000 fee shall constitute the fair and reasonable amount Customer agrees to pay. Otherwise, for the course of this Agreement and for the course of two (2) years thereafter, NetGenius and Customer will not solicit for employment, hire, contract or other services an employee or consultant employed or previously employed by either party.

XX. TERMINATION OF AGREEMENT

NetGenius must provide 60 days written notice prior to requesting termination of this Agreement with or without cause. NetGenius will reimburse unused hours prepaid by Customer if applicable. For the initial selected term and subsequent terms, Customer must provide 60 days written notice

prior to requesting termination of this Agreement, and will be liable for any unpaid fees or hours used.

Managed Services Agreement Scope of Services

I. AVAILABILITY

NetGenius shall be available for service and support within 1 hour of notification by customer.

Deleted: .

II. RESPONSE MATRIX

The following Response Matrix will be used to determine priority status for service requests:

Priority 1 Site is completely down. All users at the location are deprived of system access. Service will commence via telephone, remote access, or onsite. Example: site is completely down; all users at the given location are deprived of system access.

Priority 2 System/site is partially operational. Connectivity is intact, but one user/device or multiple users/devices are not operational. Service will commence via telephone, remote access, or onsite. Examples: critical printer, PC or terminal completely down; one user deprived of system access

Priority 3 User or device is operational but is adversely affected. Important component or process is dysfunctional. Service will commence via telephone, remote access, or onsite. Examples: Non-critical printer or application not functioning properly, user cannot access the Internet.

Priority 4 No users critically affected. Intermittent issues, moves, adds, changes. Schedule to be determined by NetGenius and requestor. Examples: Intermittent issues, PC, printer or application installations, software upgrades, etc.

III. TRAVEL

Customer shall reimburse all reasonable and necessary business and travel expenses actually incurred by NetGenius upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within an 80-mile radius of Customer Headquarters. All such expenses in excess of \$100 and all travel plans must be approved in advance by Customer. Travel expenses include airfare, meals, lodging, etc.

IV. AUTHORIZATION FOR WORK

Customer must authorize all work before it is performed by NetGenius. Only personnel designated by Customer may give authorization. Customer must supply a list of personnel whom may authorize work. Work authorizations may be in verbal or written form.

V. AUTHORIZATION FOR PURCHASES

Customer must authorize any purchases. Only personnel designated by Customer may give authorization. Customer must supply a list of personnel whom may authorize purchases. Purchase authorizations may be in verbal or written form. Customer shall be responsible and liable for all equipment, hardware, and software purchases.

VI. LICENSING AGREEMENTS

Customer is responsible for complying with all hardware and software licensing agreements. NetGenius will not knowingly install, duplicate or copy unlicensed or illegally obtained hardware or software. Customer will be notified in verbal or written form if NetGenius suspects a breach of any hardware or software licensing agreements.

VII. THIRD PARTY PRODUCTS, SERVICES AND SYSTEMS

NetGenius agrees that, except as directed by Customer, it will not enhance, alter, modify, service, or repair any products, services, or systems that are the responsibility of a third party. NetGenius further agrees that should a difficulty arise due to an enhancement, modification, service or repair of any products, services or systems by NetGenius, NetGenius will assume responsibility for correcting only the issue it created. Likewise, Customer agrees to assume responsibility for any enhancement, alteration, modification, or repair of any services or products of NetGenius by a third party. Customer also agrees that if NetGenius must intervene to correct any issues arising from the aforementioned, additional fees may apply.

VIII. SYSTEM AND DATA INTEGRITY

Customer understands and accepts that when servicing any computer system, a possibility for data loss exists. Therefore, before NetGenius renders any services on any computer system, NetGenius will query Customer in verbal or written form as to the status of a current backup. Customer agrees to indemnify, defend and hold NetGenius harmless from and against any suit, claim, recovery or other liability, including attorney's fees incurred due to system or data loss not directly attributable to NetGenius, its agents and employees. NetGenius will use all reasonable means to restore or recover any data loss caused by NetGenius.

IX. CUSTOMER NETWORK SECURITY

NetGenius or its representatives will not abuse its access privileges to the Customer network by accessing, viewing, changing, or manipulating files resources considered sensitive or resources for malevolent purposes. NetGenius shall not disclose any system passwords or make available any system resources to an unauthorized person or system user.

X. SERVICES

Managed Services will be enabled with the following: An application agent will be installed on covered Customer devices to collect monitored device data. Customer shall be responsible to maintain a high-speed broadband Internet connection with static IP addresses. NetGenius will provide and maintain remote monitoring software and hardware. The following service items will be included in the monthly Managed Services fee:

- 24/7/365 Service Requests
- Quarterly update meetings, and additional planning meetings as requested
- Antivirus software and management for the server and workstations
- Vendor coordination for hardware failures
- Automatic remote 24x7x365 device fault and performance threshold monitoring and alerting
- Patch deployment and management
- Remote and onsite resolution of device issues
- Firewall monitoring, management, and troubleshooting
- Major projects such as infrastructure moves or major overhauls not included

Customer Requirements:

- Customer must keep current all applicable vendor support agreements, licensing and warranties for devices at all times
- Device management and support restricted to NetGenius staff only
- Adequate Internet bandwidth to accommodate both NetGenius remote management as well as for the offsite backup to successfully maintain synchronization
- Any services not specifically named in above

XI. PROVISION OF SERVICES

NetGenius shall furnish technical services with the appropriate and required level of expertise on an as-needed basis. A set schedule for this expertise may not be maintained but will be provisioned on an as-needed basis. Schedules can be requested as needs arise.

Managed Services Agreement Cost and Fee Schedule

I. FEES FOR SERVICES NOT COVERED BY THIS AGREEMENT.

Any services rendered not explicitly covered by this service agreement shall be billed at:

\$75.00 per hour

Projects outside the scope of this agreement (major infrastructure moves, replacements, cabling or

other major overhauls) may be negotiated as necessary

II. *MONTHLY MANAGED SERVICES AGREEMENT FEES (per device)*

Servers: \$275 each	Intermedia Management: \$275
Desktops/Laptops: \$50 each	Mobile Devices: \$8 each
Tablets: \$15 each	Firewall: \$275 each
WAP: \$15 each	Switch/AP \$15 each

III. *PAYMENT*

Upon execution of this agreement, Customer shall pay an amount equal to two months of service (first and last months of service), which may be pro-rated, and an amount equal to one month of service each month thereafter beginning with the second month of service.

If payment for monitoring fees for the previous month has not been made by the 15th of the following month, the benefits of this agreement may cease until payment in full has been made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the

day of _____,

Executed on behalf of Customer:

Signature

Printed Name

Title

Executed on behalf of NetGenius:

Signature

Printed Name

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NetGenius, Inc. Arlington, TX, USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

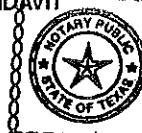
City of Ovilla

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Ben Singleton	Arlington, TX USA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Moeed Siddiqui	Arlington, TX USA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



MARIANNE PINNICK
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-29-20
Notary ID # 776841-8

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said William Singleton, this the 28 day of NOV, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

MARIANNE PINNICK
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

AGENDA ITEM REPORT

Item 5

Meeting Date: January 08, 2018

Discussion Action

Submitted By: John R. Dean Jr., CM

Reviewed By: City Manager City Secretary City Attorney
 Accountant Other: EDC and Park Boards

Department: Administration/EDC/Park

Budgeted Expense: YES NO N/A

Amount: \$6,000 EDC

Attachments:

1. Resolution R2018-03
2. GrantWorks Contract Agreement

Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Consideration of and action on Resolution R2018-03, approving the Parks Master Plan Contract Agreement with GrantWorks, Inc, authorizing the Mayor to execute said agreement documents.

Discussion / Justification:

Background/History: During the December 2017 Council meeting, staff shared the results of proposals received for the creation of an Ovilla Parks Master Plan and was directed to return with an agreement and resolution for execution. Staff has a commitment from the Economic Development Corporation to pay for this Plan. Selected vendor: GrantWorks, Inc.

The EDC and Park Board both considered the two proposals, and both recommended that GrantWorks be selected to prepare a Parks Master Plan.

Financial Impact: The cost of the GrantWorks, Inc. Plan is \$6,000.

Recommendation / Staff Comments:

Staff recommends moving forward with GrantWorks to prepare a Parks Master Plan.

Sample Motion(s):

I move to approve Resolution R2018-03, approving the Parks Master Plan Contract Agreement with GrantWorks, Inc, authorizing the Mayor to execute said agreement documents.

RESOLUTION NO. R2018-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA,
TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON
BEHALF OF THE CITY OF OVILLA, TEXAS, A PARKS MASTER PLAN
CONTRACT AGREEMENT WITH GRANTWORKS, INC.**

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA:

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute a contract agreement with GrantWorks, Inc., to provide the City of Ovilla professional planning services for the creation of an Ovilla Parks Master Plan.

Section 2. GrantWorks, Inc. shall provide professional planning services as outlined in the terms and Scope of Services in the Planning Services Contract Agreement. (attached)

Section 3. The City of Ovilla agrees to pay GrantWorks, Inc., a fee not to exceed \$6,000.

Section 4. A copy of said Planning Services Contract Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 08 day of January 2018.

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

APPROVED: _____
Richard Dormier, **MAYOR**

PLANNING SERVICES

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2017, BY AND BETWEEN the City of Ovilla, hereinafter referred to as the Client, and **GrantWorks, Inc.**, Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

I. SCOPE OF SERVICES

Consultant agrees to render Client the professional city planning services as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence upon Agreement approval. All services required and performed hereunder shall be completed no later than 7- and a half months from Agreement approval. A minimum of 45 days before the end of the 7- and a half month period, Consultant will provide Client with draft versions of all documents described in the Scope of Basic Services. The Client will have 30 days to review and comment on draft documents. During the 30-day review and comment period, Consultant will make changes to the draft documents at the Client's direction. After the 30-day comment period, Consultant will provide final drafts of all documents as described in the Scope of Basic Services. Subsequent changes to those documents will be the responsibility of the Client.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed Six Thousand Dollars and No Cents, \$6,000 in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices.

Activity	Payment
Parks & Recreation Facilities Plan	\$6,000

IV. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

V. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

VI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one 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 any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the Mayor.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter. This Agreement may be modified only by written instrument executed by the parties to this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.

L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A “Force Majeure Event” means any event or cause beyond a party’s reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

VIII. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled, "Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
Austin, Texas



BY: _____
Bruce J. Spitzengel
President

City of Ovilla
Ovilla, Texas

BY: _____
Richard Dormier
Mayor

ATTEST:

BY: _____
City Secretary Pamela Woodall

AGREEMENT FOR CONSULTANT SERVICES
PART II - TERMS AND CONDITIONS

- 1. PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval, written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
- 2. REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 3. FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
- 4. COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- 5. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
- 6. TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. In such event, the Consultant shall be entitled to receive just and equitable compensation for any work performed hereunder and all documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
- 7. TERMINATION FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the other party to this Agreement. If the Agreement is terminated by the Client as provided herein, the Consultant shall be entitled to receive just and equitable compensation for any work

performed hereunder and all documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **INTEREST OF MEMBERS OF CLIENT.** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
9. **INTEREST OF CONSULTANT AND EMPLOYEES.** The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.
10. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
 - A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **SECTION 109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - C. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

- iii. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- iv. The Consultant will include the provisions A. through C. in every subcontract or purchase order unless exempted.

11. SECTION 503 HANDICAPPED (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

- A. The parties will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and for training, including apprenticeship.
- B. The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

AGREEMENT FOR CONSULTANT SERVICES

PART III - SCOPE OF BASIC SERVICES

We work with the community to define community goals and objectives, detail implementation actions during an agreed-upon planning period, and provide illustrative maps, tables and graphics of recommendations.

All mapping products are completed in CAD-convertible ArcGIS software, the industry standard. In addition, maps will be provided in paper and Adobe PDF digital formats. Mapping is prepared through on-site data collection; planners build a database in the field to create an accurate inventory of existing parks and other city attributes.

A. PLANNING ELEMENTS

1. Parks & Recreation Facilities Plan

- a) Contractor shall take an inventory of the community's existing parks, recreation facilities and open spaces to include location, type, use, and service area of public parks, recreation facilities, and open space;
- b) Contractor shall determine the adequacy of the existing parks and recreation facilities to meet the needs of the present and forecasted population, considering population growth and the articulated goals of the community.
- c) Contractor shall prepare an implementation plan relating to recreation and open space requirements with short- and long-range activities, estimated costs, and possible funding sources.
- d) Implementation plan shall include, as applicable: 1) recommendations for improvements and expansion to existing facilities; 2) recommendations for the general location of new facilities; and 3) recommendations for the development and protection of open space areas
- e) Contractor shall prepare a Recreation and Open Space Map, illustrating existing and proposed park and recreation facilities and the location of proposed projects described in the implementation plan.

B. FINAL PRESENTATION TO PARKS ADVISORY BOARD

1. Contractor shall make a presentation to the parks advisory board and residents to provide an overview of the planning document and maps.
2. Contractor shall provide town with a hard copy of the parks and recreation facilities plan and electronic files in Word, PDF, and ArcGIS formats.

AGENDA ITEM REPORT

Item 6

Meeting Date: January 08, 2018

Department: Police

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Police Chief B. Windham

Amount: \$1,074

Reviewed By: City Manager City Secretary City Attorney

Accountant

Other: _____

Attachments:

1. Resolution R2018-04
2. Taser Quote and Contract

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-04, approving a Master Services and Purchasing Agreement by and between Axon Enterprises, Inc., and the City of Ovilla, authorizing the Mayor to execute said agreement documents.

Discussion / Justification:

Background/History: Each Full time Ovilla Police Officer is issued a departmental Taser as standard issue equipment. Taser requires a signed contract for purchase. Therefore, in order to purchase a Taser for our newest officer, the contract needs to be executed for one (1) new Taser.

Financial Impact: New Taser \$1133.01 (current quote + 4% after January 1, 2018)

Recommendation / Staff Comments:

Options/Recommendation: Staff recommends signing contract for purchase.

Sample Motion(s):

I move to approve Resolution R2018-04, approving a Master Services and Purchasing Agreement by and between Axon Enterprises, Inc., and the City of Ovilla, authorizing the purchase of one new taser and authorizing the Mayor to execute said agreement documents.

RESOLUTION NO. R2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, A MASTER SERVICES AND PURCHASING AGREEMENT BY AND BETWEEN THE CITY OF OVILLA AND AXON ENTERPRISES, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA:

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute a Master Services and Purchasing Agreement with Axon Enterprises, Inc., for the purchase of one new taser.

Section 2. Axon Enterprises, Inc., shall provide all services and warranties as outlined in the Master Services and Purchasing Agreement.

Section 3. The City of Ovilla agrees to pay any invoice due within 30-days of the date of invoice.

Section 4. A copy of said Master Services and Purchasing Agreement with Axon Enterprises is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 08 day of January 2018.

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

APPROVED: _____
Richard Dormier, **MAYOR**



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

“Confidential Information” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

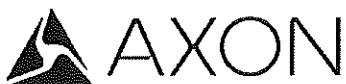
“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

“Policies” means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“Products” means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“Services” means all services provided by Axon pursuant to this Agreement.



3 Payment Terms. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancellable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 Taxes. Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 Shipping; Title; Risk of Loss; Rejection. Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 Warranties.

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon



authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees



(Agency Indemnitees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then



current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not



create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might



arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Agency:
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, the Policies, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use

Appendix

- 1 Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.
- 2 Access Rights.** **"Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 Evidence.com Data Security.**

- 4.1. Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

- 4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
5. **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
6. **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
7. **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
8. **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's

right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 Software Services Warranty. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 License Restrictions. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to

retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.
 - 2.1. The Full-Service Package for the Axon and Evidence.com related Services includes four (4) consecutive days of on-site services and a Professional Services Offices (**PSO**) Manager that will work closely with the Agency to assess the Agency's deployment scope and to determine which on-site services are appropriate. If more than four (4) consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (4 consecutive days) or \$2000 per day. The full set of service options is listed below:

System set up and configuration <ul style="list-style-type: none">• Setup Axon View on smart phones (if applicable).Configure categories & custom roles based on Agency need.• Register cameras to Agency domain.• Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access.• Work with IT to install Evidence Sync software on locked-down computers (if applicable).• One on-site session included.
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.• Authenticate Dock with Evidence.com using "admin" credentials from Agency.• On site assistance included
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies.• Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.• Provide referrals of other agencies using the Axon camera products and Evidence.com Service• Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local Prosecutor Agencies.

End user go live training and support sessions
Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet
Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

2.2. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

System set up and configuration
<ul style="list-style-type: none"> Setup Axon Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). Virtual assistance included.
Dock configuration
<ul style="list-style-type: none"> Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. Virtual assistance included.
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
End user go live training and support sessions
<ul style="list-style-type: none"> Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet
Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

2.3. The Package for the CEW-related Services are detailed below:

System set up and configuration
<ul style="list-style-type: none"> Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install Evidence Sync software on locked-down computers (if applicable). Register users and assign roles in Evidence.com. For the Full Service Package: On-site assistance included For the Starter Package: Virtual assistance included

Dedicated Project Manager Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.
Best practice implementation planning session to: <ul style="list-style-type: none"> Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. For the Full Service Package: On-site assistance included For the Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Evidence.com Instructor training <ul style="list-style-type: none"> Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. For the Full Service Package: Training for up to 3 individuals at the Agency For the Starter Package: Training for up to 1 individual at the Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.
Post go live review session For the Full Service Package: On-site assistance included For the Starter Package: Virtual assistance included

- Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Full Service and CEW Full Service items.
- Smart Weapon Transition Service.** The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

- Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include: one deployment planning conference call and one virtual administrative training via WebEx.
- Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

7 Delivery of Services.

7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

8 Authorization to Access Computer Systems to Perform Services. The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

9 Site Preparation and Installation. Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

10 Acceptance Checklist. Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

11 Liability for Loss or Corruption of Data. The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not

including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on an Axon Product. TAP for the Axon cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option. The Agency may not buy a new TAP for the replacement Product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the

CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

5 **TAP Upgrade Models.** Any Products replaced within the 6 months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the Products to Axon or Axon will deactivate the serial numbers for the Products received by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if the Agency purchases additional Evidence.com licenses for the Axon camera Products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

TAP for CEWs is a 5 year term. Upgrade Models will be provided 5 years after the start of the TAP Term if the Agency made all TAP payments. For CEW Upgrade Models, Axon will upgrade Products, free of charge, with a new unit that is the same Product or a like Product, in the same weapon class (**Upgrade Model**). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

5.1. **TAP Axon Camera Upgrade Models.**

5.1.1. If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of

the offered Upgrade Model.

5.1.2. If the Agency purchased an Unlimited or Ultimate License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. Axon will not and has no obligation to provide the free Upgrade Models.

6.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

6.5. Termination of TAP for CEWs

6.5.1. If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.

6.5.2. If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.

6.5.3. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each Covered Product

Axon Commander™ Software Appendix

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, is owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.
2. **License Restrictions.** The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Commander and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any of Axon's affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Commander.
3. **Support.** Axon may make available updates and error corrections (collectively, "Updates") to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of

Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

4. **Termination**. This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in this Agreement. Axon may terminate Agency's license immediately without notice to Agency for its failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1. Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2. Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3. Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4. Delivery of Integration Services.**
 - 4.1. Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5. Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for**

assessment by Axon (including making these systems available to Axon via remote access if possible);

- 5.2.** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 5.3.** Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 5.4.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 5.5.** Promptly installing and implementing any and all software updates provided by Axon;
- 5.6.** Ensuring that all appropriate data backups are performed;
- 5.7.** Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9.** Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 Authorization to Access Computer Systems to Perform Services. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Forensic Suite Software Appendix

If Axon Forensic Software is included on the Quote, this Axon Forensic Software Appendix applies. The Axon Forensic Suite including Axon Convert, Axon Five and Axon Detect (**Axon Forensic**), including all executable instructions, images, icons, sound, and text incorporated in Axon Forensic, is owned by Amped Software SRL (**Amped**) and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Amped.

- 1. License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Forensic, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Axon Forensic exclusively for data communication with an Amped or a Axon product. Axon Forensic may be used in a networked environment on computers other than the computer on which Axon Forensic is installed provided that each execution of Axon Forensic is for data communication with an Amped or an Axon product. Copies and adaptations of Axon Forensic may be made for archival purposes and when copying or adaptation is an essential step in the authorized use of Axon Forensic provided that the Agency retains all copyright, trademark, and proprietary notices in the original Axon Forensic on all copies or adaptations. The Agency may copy the written materials accompanying Axon Forensic.
- 2. License Restrictions.** The Agency may not use Axon Forensic in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Axon Forensic; (b) reverse engineer, disassemble, or decompile Axon Forensic or apply any other process or procedure to derive the source code of Axon Forensic, or allow any others to do the same; (c) access or use Axon Forensic in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Axon Forensic in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Axon Forensic, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Axon Forensic; (g) access Axon Forensic in order to build a competitive product or service or copy any features, functions or graphics of Axon Forensic; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Amped or Axon licensors on or within Axon Forensic or any copies of Axon Forensic. All licenses granted to the Agency in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. During the term of use of Axon Forensic and after, the Agency will not assert, nor authorize, assist, or encourage any third party to assert, against Axon or any Axon affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Axon Forensic.
- 3. Support.** The Agency acknowledges that Axon offers no guarantee of support or maintenance for Axon Five until purchased. Once purchased, Axon will offer support of Axon Five for one year at support@axon.com. On or before the one-year anniversary of purchase, the Agency may purchase additional years of support at current pricing. Should no support package be purchased, ongoing support and updates are discontinued by Amped for product, even though the Agency license remains valid for perpetual use.

4. **Remedies.** THE AGENCY'S EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF AXON FORENSIC OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY THE AGENCY FOR AXON FORENSIC.
5. **Termination.** This Agreement will continue for the duration of Amped's copyright in Axon Forensic, unless earlier terminated as provided in this Agreement. Axon may terminate the license immediately without notice for failure to comply with any of the terms set forth in this Agreement. Upon termination, the Agency must immediately destroy Axon Forensic, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.
6. **Export Controls (U.S. and Canada Only).** EXPORT OF AXON FORENSIC IS PROHIBITED. AXON FORENSIC MAY NOT BE EXPORTED WITHOUT THE PRIOR EXPRESSED WRITTEN APPROVAL OF AXON. UNAUTHORIZED EXPORT OF AXON FORENSIC IS PROHIBITED BY AXON AND CONSIDERED A VIOLATION OF LICENSE AGREEMENT.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Room Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination

and no refunds will be given.

4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.

5 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

6 **Axon Interview Unlimited.** For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warrantied under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon, or the Agency chooses a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace

hardware damaged by a Third Party Installer.

5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 Fleet Wireless Offload Service.

6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.

6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

6.4. **Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (collectively, "**WOS Updates**") to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. **Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 Axon Fleet Unlimited Storage. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 Axon Fleet Unlimited Upgrade. If the Agency has purchased Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon Fleet Unlimited also provides the Agency with Axon Fleet camera hardware Upgrade Models during the Term,

solely with respect to the Axon Fleet camera. Axon Fleet Upgrade Models are to be provided as follows during and/or after the Axon Fleet Unlimited Term: 2.5 years after the Axon Fleet Subscription Start Date and once again 5 years after the Axon Fleet Subscription Start Date if the Agency purchased 5 years of Axon Fleet Unlimited and made all Axon Fleet Unlimited payments. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

- 9.1.** Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 9.2.** Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 9.3.** The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Signal Sidearm Appendix

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

- 1 **Signal Sidearm Term**. The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.
- 2 **Signal Sidearm Warranty Coverage**. The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Signal Sidearm Term, the Agency may request the batteries through Axon's RMA process.

- 3 **Third Party Holster Warranty**. Axon provides an additional limited warranty on third party holsters used in conjunction with the Signal Sidearm. As such, for a period of one (1) year from the date of shipment of Signal Sidearm to Agency, Axon will provide a credit based on the MSRP of the holster to the Agency for damage caused to the holster directly by Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Agency has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Signal Sidearm voiding the Agency's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Signal Sidearm that incurs damage not directly caused by use of the Signal Sidearm. Use of the Signal Sidearm with accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

- 4 **Spare Product**. Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (collectively the "Spare Signal Sidearm Units") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the

non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.

5 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:

- 5.1.** If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.
- 5.2.** Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.
- 5.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice

Axon Application Programming Interface Appendix

If Axon Application Program Interface (**API**) add-on is on the Quote, this Axon Application Programming Interface applies.

1 Definitions.

"API Client" means the software that acts as the interface between the Agency's computer and the server, which is already developed or to be developed by the Agency.

"API Interface" means the software (interconnectivity) implemented by the Agency to configure the Agency's independent API Client Software to operate in conjunction with the API Service for the Agency's authorized Use.

"Evidence.com Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in the Agency's Evidence.com account or integrate the Agency's Evidence.com account with other systems.

"Use" means any operation on the Agency's data that is enabled by the supported API functionality.

2 Purpose and License.

- 2.1.** The Agency may use the API Service, and data made available through the API Service, in connection with an API Client developed by the Agency. Axon may monitor the Agency's use of the API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. The Agency agrees to not interfere with such monitoring or obscure from Axon the Agency's use of the API Service. The Agency will not use the API Service for commercial use without Axon's prior written approval. The Agency must purchase API licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 2.2.** Axon grants the Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term of this Agreement to use the API Service, solely for the Agency's Use in connection with the Agency's API Client.
- 2.3.** Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 API Configuration.

- 3.1.** The Agency will work independently to configure the Agency's API Client with the API Service for the Agency's applicable Use.
- 3.2.** In order to access the API Service, the Agency will be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information provided to Axon must be accurate. The Agency will inform Axon promptly of any updates. Upon the Agency's successful registration, Axon will provide documentation outlining relevant API Service information.

4 **Agency's Responsibilities.** When using the API Service, the Agency and its end users may not:

- 4.1. use the API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach with respect to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as the API Service and offer it for use by third parties;
- 4.7. (i) provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service, (ii) "frame" "mirror" the API Service on any other server, or wireless or Internet-based device, or (iii) otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
- 4.8. take any action or inaction resulting in illegal, unauthorized or improper purposes.

5 **API Content.** All content related to the API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including but not limited to: (i) the design, structure and naming of the API Service fields in all responses and requests; (ii) the resources available within the API Service for which the Agency takes actions on, such as evidence, cases, users, reports, etc.; (iii) the structure of and relationship of the API Service resources; and (iv) the design of the API Service, in any part or as a whole.

6 **Prohibitions on API Content.** Neither the Agency nor its end users will use API content returned from the API Interface to:

- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- 6.3. misrepresent the source or ownership; or
- 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates.** Axon may update or modify the API Service from time to time, to better serve the Agency ("**API Update**"). The Agency is required to implement and use the most current version of the API Service and to make any applicable changes to the Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which the Agency's API Client access or communicate with the API Service or the API Interface. Each API Client must contain means for the Agency to update the API Client to the most current version of the API Service. Axon will provide support for a one (1) year period following the release of an Update for all deprecated API Service versions.

Advanced User Management Appendix

If Axon Advanced User Management is on the Quote, this Advanced User Management Appendix applies.

- 1 **Scope.** Advanced User Management allows the Agency to (i) utilize bulk user creation and management; (ii) automate user creation and management through System for Cross-domain Identity Management (SCIM); and (iii) automate group creation and management through SCIM.
- 2 **Pricing.** The Agency must purchase Advanced User Management for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 3 **Advanced User Management Configuration.** The Agency will work independently to configure the Agency's Advanced User Management for the Agency's applicable Use. Upon request, Axon will provide general guidance to the Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Data Ingestion Services**), whichever is first.

2 **Scope of Data Ingestion Services.** The Agency currently has third party data outside of Evidence.com (**Third Party Data**) that the Agency desires to store in Evidence.com. The project scope will consist of Axon transferring and ingesting the Agency's Third Party Data into Evidence.com. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage, and then run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Evidence.com.

Axon is responsible to perform only the Data Ingestion Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Data Ingestion Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote.

4 **Delivery of Data Ingestion Services.**

4.1. **Project Management.** Axon will assign a Project Manager that will provide the expertise to execute a successful ingestion. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. The Project Manager will work closely with the Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

4.2. **Changes to Services.** Changes to the scope of the Data Ingestion Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. **Warranty.** Axon warrants that it will perform the Data Ingestion Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Data Ingestion Services depends upon the Agency's:

5.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and

exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);

- 5.3.** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;
- 5.4.** Ensuring that all appropriate data backups are performed;
- 5.5.** Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Data Ingestion Services;
- 5.6.** Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and
- 5.7.** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

▲, ▲ AXON, Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

AGENDA ITEM REPORT

Item 7

Meeting Date: January 08, 2018

Department: Administration/Finance

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: John R. Dean Jr., CM

Amount: N/A

Reviewed By: City Manager City Secretary City Attorney

Accountant

Other:

Attachments:

1. Resolution R2018-05
2. Investment Policy

Agenda Item / Topic:

ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-05, approving an update of the City of Ovilla Investment Policy.

Discussion / Justification:

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the “Act”]) to define, adopt and review a formal investment strategy and policy.

Adopted by reference

The city's public funds investment policy was adopted and made effective by Resolution 2014-010 on April 14, 2014. A true and correct copy of the said policy, as from time to time amended, shall be maintained in the office of the city secretary. The city council shall review the policy not less than annually and amend (or update) same as necessary by resolution. (Ordinance 2014-006 adopted 4/14/14)

The presented policy has been reviewed and revised by the city attorney.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve Resolution R2018-05, approving the review and update of the City of Ovilla Investment Policy.

RESOLUTION R2018-05

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, ADOPTING AN UPDATED PUBLIC INVESTMENT POLICY AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla, Texas is a Type A General Law city; and

WHEREAS, Section 2256.005 of the Texas Government Code provides that the governing body of an investing entity shall adopt by rule, order, ordinance or resolution a written investment policy and review same not less than annually; and

WHEREAS, on May 24, 2010, the City Council adopted Ordinance No. 2010-012 establishing a Public Funds Investment Policy, codified as Chapter 1, Division 4., Sections 1.05.111-1.05.125 of the Ovilla Code of Ordinances; and

WHEREAS, the City Council adopted Resolution 2012-011 on August 27, 2012, amending and updating the City of Ovilla's Public Funds Investment Policy; and

WHEREAS, the City Council approved Ordinance 2014-006 with the adoption of Resolution 2014-010 on April 14, 2014, amending, updating and repealing certain sections the City of Ovilla's Public Funds Investment Policy; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City of Ovilla to adopt an updated investment policy by resolution codified in Chapter 1, Division 4., Section 1.05.111 of the Ovilla Code of Ordinances.

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

SECTION ONE

The Public Funds Investment Policy attached hereto as "Exhibit A" is declared to be the written Public Funds Investment Policy of the City of Ovilla, as required by Section 2256.005 of the Texas Government Code. A true and correct copy of same shall be maintained by the City Secretary and shall be reviewed by City Council, and revised as necessary, at least annually.

SECTION TWO

This resolution shall be in full force and effect from and after its passage and approval.

RESOLVED, PASSED AND APPROVED ON THIS 08th DAY OF January 2018.

Richard A. Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

CITY OF OVILLA, TEXAS
INVESTMENT POLICY

January 8, 2018

Adopted by Resolution R2018-XXX January 8, 2018

CITY OF OVILLA, TEXAS

INVESTMENT POLICY

PREFACE

It is the policy of the City of Ovilla (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

**CITY OF OVILLA
INVESTMENT POLICY
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Certification of Business Organization Sample Form

1. PURPOSE. The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a “market rate of return” refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this

Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Achieve a market rate of return on the investment portfolio; and
- Seek at all times to maintain public trust by adhering to the above stated objectives.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1 **Strategy No. 1.** Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment

Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4. Strategy No. 4. The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.

2.2.5 Strategy No. 5 - Hold until Maturity. The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book

value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 **Strategy No. 6 - Pooling of Deposits and Investments.** All demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments, subject to the approval of the City Manager.

2.2.7 **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8 **Strategy No. 8 - Single Pooled Fund Group.** A single strategy is specified, in accordance with the single pooled fund group as defined in this Policy. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9 **Strategy No. 9 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, Special Revenue Funds, EDC Fund, MDD Fund and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated

maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3 Market Rate-of-Return (Yield). The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4 Public Trust. All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.

5.1 Delegation of Authority. The City Manager and the City Accountant are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the City Manager, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the City Manager. The City Manager shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.2.3 Investment officials acting in accordance with the Investment Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with the City's Investment Policy.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Investment Training.** The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.

Deleted: excluding mortgage backed securities and

Deleted: or any obligation fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC)

(3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities.

(4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

(5) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

Deleted: 4

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
- secured in any other manner and amount provided by law for deposits of the City.
- In addition to the City's authority to invest funds in certificates of deposit, a CD investment made in accordance with the following conditions is an authorized investment under TX Government Code Section 2256.010(b):
 - (a) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3 -3 (17 C. F.R. Section 240.15c3 -3) with its main office or branch office in Texas and selected from a list adopted by City; or a depository institution that has its main office or a branch office in Texas and that is approved and selected by the City;
 - (b) the selected broker or depository institution arranges for the deposit of the funds in CDs in one or more federally insured depository institutions, wherever located, for the account of the City;
 - (c) the full amount of the principal and accrued interest of each CDs is insured by the United States or an instrumentality of the United States;
 - (d) the selected broker or depository institution acts as custodian for the City with respect to the CDs issued for the account of the City.

(6) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

Deleted: 5

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;

- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

(7) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

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- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

• The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(8) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances; Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

Deleted: 7

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001.) The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

(1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.

7.2 Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio (Maximum)</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks doing business in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the City Accountant shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the City Accountant. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the City Accountant, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Manager.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.

10. SAFEKEEPING AND COLLATERALIZATION.

10.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank.

The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in writing by the Investment Officer. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit.

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

11. INTERNAL CONTROL. The City Accountant shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

12. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

13. REPORTING. The City Accountant shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1 Annual Report. Within 60 days of the end of the fiscal year, the City Accountant shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the City Accountant shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

13.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.
- Market prices for all securities will be obtained and monitored through the use of safekeeping agents, independent pricing services, broker/dealers who did not sell the actual security being priced, as well as published or online services such as the Wall Street Journal or Bloomberg.

14. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Agency – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to \$250,000 per account. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

Federal Farm Credit Bank (FFCB) - The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of Congress in 1916. Its mission is to provide a reliable and low-cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is rated AA+.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Bank (FHLB).

The Federal Home Loan Bank was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is rated AA+.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac").

Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempts to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is rated AA+.

Financial Industry Regulatory Authority (FINRA) - formerly the National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Federal National Mortgage Association (FNMA or “Fannie Mae”). Fannie Mae was created by an act of Congress in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States. It does this by purchasing existing home loans and pooling them together to create mortgage-backed securities that can then be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae debt obligations are highly liquid, and its senior debt is rated AA+.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See **Investment Pool**.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a “market rate of return” while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City’s portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

[SAMPLE]

CITY OF OVILLA, TEXAS

This certification is executed on behalf of the City of Ovilla, Texas (the "City"), and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM REPORT

Item 8

Meeting Date: January 8, 2018

Discussion Action

Submitted By: P. Woodall, CS

Reviewed By: City Manager City Secretary City Attorney

Accountant

Department: Municipal Court

Budgeted Expense: YES NO N/A

Amount: Not determined

Other: J. Foresman, Municipal Court Clerk

Attachments:

1. Resolution R2018-06
2. Service Agreement
3. Excerpt from the Code of Criminal Procedures, Criminal and Traffic Law Manual

Agenda Item / Topic:

ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-06, approving a Service Agreement by and between the City of Ovilla and Deaf Action Center, authorizing the Mayor to execute said agreement documents.

Discussion / Justification:

The Municipal Court is in need of interpretation services from a qualified, professional company. Deaf Action Center is a non-profit company recommended from the list/serve of the Texas Municipal Court Clerks Association.

The need for a deaf interpreter in the Municipal Court for a scheduled jury trial is January 18, 2018. Article 38.31 Criminal Procedures, of the Criminal and Traffic Law Manual, requires and states that *the court shall appoint a qualified interpreter to interpret the proceedings in any language a deaf person can understand.*

Article 38.31 g (2) Criminal Procedures requires that a qualified interpreter must be board certified listed in the Registry of Interpreters for the Deaf. All interpreters with Deaf Action Center are qualified interpreters.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny Resolution R2018-06, approving a Service Agreement by and between the City of Ovilla and Deaf Action Center, authorizing the Mayor to execute said agreement documents.

RESOLUTION R2018-06

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, APPROVING A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF OVILLA AND DEAF ACTION CENTER.

WHEREAS, the City of Ovilla, Texas is a Type A General Law city; and

WHEREAS, Article 38.31 of the Texas Code of Criminal Procedures from the Texas Criminal and Traffic Law Manual provides that the court shall appoint a qualified interpreter to interpret proceedings in any language that the deaf person can understand, including but not limited to sign language; and

WHEREAS, on the City of Ovilla Municipal Court is a Court of Record and has been formally notified that the defendant in this court is deaf and will be present; and

WHEREAS, the defendant is scheduled for a jury trial in the Ovilla Municipal Court on January 18, 2018; and

WHEREAS, the Deaf Action Center is a non-profit corporation and a member of the Council of the Texas Department of Assistive and Rehabilitative Services that provides only certified interpreters by the Board of Evaluation for Interpreters or the Registry of Interpreters for the Deaf.

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

SECTION ONE

The Service Agreement with Deaf Action Center attached hereto as "Exhibit A" is a necessity and required by Article 38.31 of the Texas Code of Criminal Procedures.

SECTION TWO

That this term of the Service Agreement between the City of Ovilla and Deaf Action Group shall be for one-year, with automatic one-year renewals beginning on the one-year anniversary date, unless terminated pursuant to the terms of the attached agreement. (Exhibit A)

SECTION THREE

This resolution shall be in full force and effect from and after its passage and approval.

RESOLVED, PASSED AND APPROVED ON THIS 08th DAY OF January 2018.

Richard A. Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary



AAAAACLEL2XA

AAAAACLEL2XA

Cover Page for Faxing Documents to your DocuSign Envelope

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2. Fax the document and cover page to the appropriate number below:

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Singapore: +65 3158 6507
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From:	Jessica Foresman / City of Ovilla
Envelope Subject:	Please DocuSign: DAC 2017 SERVICE AGREEMENT.pdf
Attachments to Fax:	
Envelope ID:	abbd0985-1ad4-4dd6-918e-c4813356ee2d
Sender Account Name:	Eric Patterson
Number of Pages: (Including cover page)	_____

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") made and entered into by and between **DEAF ACTION CENTER**, a Texas non-profit corporation and a member of the council of the Texas Department of Assistive and Rehabilitative Services, hereafter referred to as "Center", and _____ hereafter referred to as "Company," both acting through their duly authorized agents, officers, and employees;

The Center provides to its clients, certified and qualified interpreters to interpret/transliterate information for deaf and hard of hearing persons; and

The Company desires to contract with the Center to provide such services when needed to the Company, and the Center desires to render such services to the Company;

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and mutual obligations and promises contained herein, the parties agree as follows:

1. TERM AND TERMINATION. The term of the Agreement shall be for one year beginning _____, with automatic one year renewal terms each beginning on the one year anniversary of the first day of the prior term unless terminated pursuant to the terms of this Agreement. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address below. All written notices required under this Agreement shall be deemed to have been given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by facsimile (with electronic confirmation), or (iv) sent by mail, certified, postage prepaid with return receipt requested to the Center or to the Company, as applicable, at the following addresses:

Center:	Deaf Action Center	Company:	_____
Attn:	_____	ATTN:	_____
	3115 Crestview Drive		_____
	Dallas, TX 75235		_____
	Fax: 214-521-3658	Phone:	_____
	Phone: 214-521-0407	Fax:	_____

2 | 2017 Service Agreement

Notices delivered personally, by courier, or facsimile shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00am on the third business day after mailing.

In the event this Agreement is terminated, it is agreed that the Center shall be paid for all services performed under this Agreement to and including the date of termination. Full and final payment to the Center shall be made by Company within THIRTY (30) DAYS of the receipt by the Company of a final itemized statement from Center setting forth the services performed and fees due therefore.

2. SCHEDULING OF SERVICES:

A properly executed Service Agreement from the Company must be received by the Center before the Center will be able to provide sign language interpreting, translating, video remote interpreting (VRI), or CART captioning services with the Company. When the Company's authorized personnel request services by calling the Center during its business hours, the Center shall make a reasonable effort to satisfy each request by providing licensed and qualified interpreters. The Company shall provide the time, place, and date of assignment, and pertinent information as necessary, to schedule the service of an interpreter. In order to provide interpreters, the request should be made as soon as the need is known and can be scheduled. The later the request, the more difficult it will be for the Center to be able to schedule an interpreter.

After-hour medical and legal emergencies are to be scheduled through the Center's emergency phone, 469-236-5868. This number should not be used to schedule non-emergency assignments for the next business day. The Center shall have no liability for any harm or damages resulting from: (i) the inability of the Center to provide an interpreter at the requested time or (ii) if a scheduled interpreter cannot make an assignment for personal reasons or other circumstances beyond the ability of the Center to control.

3. NUMBER OF INTERPRETERS:

Due to the physically and mentally demanding nature of American Sign Language interpretation, any assignment that is estimated to exceed 1.5 (one and one-half) consecutive hours may require two interpreters. The Center's Interpreting Coordinator will decide, in its sole discretion, if the assignment requires two interpreters on site simultaneously. Billing will be for each scheduled interpreter at the appropriate service rate and travel fee as set forth in the chart in section 6 below

4. CONFIDENTIALITY & CERTIFICATION:

The Center shall only use interpreters to provide services under this Agreement who are either certified by the Board of Evaluation for Interpreters (BEI) or the Registry

Center Representative Initials: _____

Company Representative Initials: _____

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of Interpreters for the Deaf (RID). The Center and its contractors shall comply with the Code of Professional Conduct set forth by RID which maintains a guiding principle on interpreters adhering to standards of confidential communication.

5. INSURANCE:

The Center shall maintain in effect during the term of this Agreement Professional Liability Insurance coverage for all staff and employees and shall require all of its contractors who perform services under the Agreement to carry Professional Liability Insurance.

6. IN-PERSON/VIDEO REMOTE INTERPRETING SERVICE FEES:

Fees for in-person interpreting services shall be at the rates set forth in the below tables. The rates stated will be charged for all services assigned per interpreter, per session, and per assignment. There is a two (2) hour minimum charge for all assignments involving an in-person interpreter. Assignment time is considered to be actual interpreting time. For example, if an assignment consists of one (1) hour of in-person interpreting then one (1) hour of travel time will be included in the two (2) hour minimum charge.

Video Remote Interpreting (VRI) shall be provided at the rates set forth in the second table. The rates will be charged at the base rate of thirty (30) minutes per assignment and additional time spent in providing services in excess of the first thirty (30) minutes will be calculated in one (1) minute increments. There is a thirty (30) minute minimum charge for VRI use. The Center's VRI services is available on demand and/or can be scheduled in advance.

An interpreter will be provided for the amount of time requested and the interpreter is not obligated to stay beyond the time period contracted. The interpreter will leave promptly at the specified ending time. If the interpreter is requested to work beyond the original scheduled time, and the Center agrees to allow the interpreter to work such additional time, at the sole discretion of the Center, the Company will be billed in fifteen (15) minute increments for the additional time worked.

The following table sets forth the applicable rates to be charged for each hour of work for a Center interpreter or for each thirty (30) minutes for VRI services with fifteen (15) minute intervals after the first thirty (30) minutes:

Center Representative Initials: _____

Company Representative Initials: _____

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	<u>Weekday</u> 8 a.m. to 5 p.m.	<u>Weekday</u> 5 p.m. – 8 a.m.	<u>Weekend</u> 5 p.m. Friday to 8 a.m. Monday	<u>Holiday</u> Until 12 a.m. the following day
General	\$60	\$80	\$90	\$120
Medical	\$60	\$90	\$100	\$130
Legal	\$100	\$120	\$140	\$175
CART	\$130	\$150	\$160	\$175
TRI-LINGUAL*** INTERPRETING SERVICES AVAILABLE ON A LIMITED BASIS. PLEASE ASK FOR DETAILS.				
*General: Schools, Business meetings, Presentations or Workshops *Medical: Doctor appointments, Physical Therapy and Mental Health *Legal: Attorneys, Court, Probation and Mediations *General, Medical and Legal is not limited to only the above *CART: Communication Access Real-Time: the instant translation of spoken word into English text using a stenotype machine or computer. *Holidays include New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas **Additional CART fees: projector (screen upon request) \$25/hour; clean transcript \$15/hour *** Spoken Spanish/English to American Sign Language				

<u>VRI</u>	<u>Weekday</u> 8 a.m. to 5 p.m.	<u>Weekday</u> 5 p.m. – 8 a.m.	<u>Weekend</u> 5 p.m. Friday to 8 a.m. Monday	<u>Holiday</u> Until 12 a.m. the following day
Per Minute	\$1.75	\$2.25	\$2.25	\$3.00

*VRI: Video Remote Interpreting: real time video interpreting using preferred video technology.
 *Multiple Spoken Languages available. Please ask for details.

7. VIDEO REMOTE INTERPRETING (VRI) TECHNOLOGY:

The Center's VRI services has a fully encrypted and adequate internet connection to provide video interpreting. Any delay times in providing services under this Agreement due to network or connection issues shall be billed to Company as time spent in providing services.

Center Representative Initials: _____

Company Representative Initials: _____

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The Center will provide instructions and guidance for initial set up and installation of the VRI application. The Center's VRI application is compatible with most Apple and Android devices along with personal computers. The Center is not responsible for any incompatibility issues that may occur on Company's end due to the Company's equipment.

8. EMERGENCY ASSIGNMENTS FOR IN PERSON INTERPRETING SERVICES:

Emergency assignments will be billed an additional \$50 emergency fee when medical assignments are scheduled the same day the interpreter is needed. This fee will not be charged for requests made through the emergency phone number (469-236-5868). It is understood and agreed that the Center will make a reasonable attempt to supply interpreters for emergencies but it will not be obligated to do so if it, in its sole discretion, determines it is not reasonably possible to meet the need in such a short time frame.

9. TRAVEL TIME:

All travel charges are calculated portal to portal. Assignments within Dallas County are billed one (1) hour travel at the rate of the applicable hourly service fee. If the assignment is outside of Dallas County, each hour or fractional hour of travel time from the Center to the place of the assignment will be billed at the applicable service fee rate. If the assignment continues over two rates periods, the travel fees on either side of the assignment will be billed at the applicable service rate. For example, if an assignment began at 4:30 pm and ended at 6:00 p.m. (Monday-Thursday), the part of the travel fee incurred in travel to the assignment would be billed at the weekday rate and the part of the travel fee incurred in travel from the assignment would be billed at the after-hours rate.

Travel charges will be charged to Company and Company will pay for the assigned time if the assignment is cancelled less than 24 hours before the scheduled time of the assignment to compensate for the Center having the assignment *and* travel time blocked off.

10. BLOCK OF TIME:

Interpreting services are scheduled according to the specific time the Company asks for an interpreter. The Company will be billed the entire amount of time scheduled whether or not the assignment finishes early, the deaf person is not present, breaks occur during the assignment, or the assignment is not canceled more than TWENTY-FOUR (24) hours prior the scheduled assignment. The Company will be billed in 15 minute increments, per interpreter, if the assignment goes over the specified time.

11. CANCELLATION POLICY:

Center Representative Initials: _____

Company Representative Initials: _____

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ALL assignments must be canceled during normal business hours (8:00 a.m. – 4:30 p.m.) and no less than TWENTY-FOUR (24) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. There are NO EXCEPTIONS. The cancellation policy goes into effect once an interpreter has been secured by the Center. Cancelling service must be done through Interpreting Department personnel only (not the interpreter). If an assignment cancellation is left on the emergency phone then the cancellation notice will not be considered made until the beginning of the following business day at which time the twenty four 24 hour requirement for effective cancellation begins.

The assignment time and travel time constitutes the “scheduled time” and if the assignment is canceled less than TWENTY-FOUR (24) hours prior to the scheduled time of the assignment, the entire scheduled time will be charged.

12. NO DIRECT SCHEDULING OR HIRING:

During the active period of the Agreement and for two (2) years from the termination date of the Agreement, the Company will not pursue scheduling, hiring or contracting with Center interpreters directly, whether or not the interpreter is a Center employee or an independent contractor. Interpreters sent to the Company at any time by the Center may not be thereafter contacted directly by the Company for any future assignments but must be scheduled through the Center (not the interpreter).

13. PAYMENT:

The Company will be invoiced from the Center after the assignment date. The interpreter is not authorized to receive payment. The Center accepts credit cards (VISA, MasterCard, American Express and Discover) and checks. Payment is due upon receipt of invoice, and payment should be made to Deaf Action Center and mailed to P.O. Box 191649, Dallas, TX 75219-8504

An invoice is considered late (“Past Due”) thirty (30) days after the invoice date. If the Company has Past Due invoices, the Center will not be obligated to provide interpreters to the Company until the Company’s Past Due invoices are paid in full. If the Company has Past Due invoices with the Center it may be asked and hereby agrees to supply billing information to the Center upon which all company balances which are more than 45 days past due may be paid.

14. BILLING INFORMATION:

The Company may be requested at the time of the execution of this Agreement or at any time during its term to supply billing information and/or a credit card acceptable to the Center in order to use the Center’s services. **Invoices to be paid by check will be mailed to the address below.** Invoices over 45 days past due will be automatically charged to the credit card on file.

Center Representative Initials: _____

Company Representative Initials: _____

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Printed Name: _____

Phone: _____ Email: _____

Address: _____ City: _____

State: _____ Zip: _____

Name (As It Appears on Card): _____

Type: MC / Visa Number: _____

Exp. Date: ____ / ____ Security Code: ____ Billing Zip Code: _____

Signature: _____

15. MISCELLANEOUS:

(a) This Agreement embodies the entire Agreement between the parties and may not be amended except by a written agreement of the parties.

(b) This Agreement may not be assigned and the Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and the parties' respective successors and permitted assigns..

(c) The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue of any action relating to or arising out of this Agreement shall lie exclusively in the courts of Dallas County.

(d) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument. Faxed copies of manually executed signature pages to the Agreement shall be fully binding and enforceable.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

EXECUTED by the Center and the Company on the dates indicated below.

Center Representative Initials: _____

Company Representative Initials: _____

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By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

The Business Representative of the Company who has executed the Agreement and whose signature is set forth below has been properly authorized by the Company to execute the Agreement on behalf of the Company and to bind the Company thereto and has read and understands all of the rates, terms and conditions set forth in the Agreement.

Representative Signature

Print Name and Title

Date

Center Representative Initials: _____

Company Representative Initials: _____

Code of Criminal Procedure 38.31

Art. 38.31. INTERPRETERS FOR DEAF PERSONS. (a) If the court is notified by a party that the defendant is deaf and will be present at an arraignment, hearing, examining trial, or trial, or that a witness is deaf and will be called at a hearing, examining trial, or trial, the court shall appoint a qualified interpreter to interpret the proceedings in any language that the deaf person can understand, including but not limited to sign language. On the court's motion or the motion of a party, the court may order testimony of a deaf witness and the interpretation of that testimony by the interpreter visually, electronically recorded for use in verification of the transcription of the reporter's notes. The clerk of the court shall include that recording in the appellate record if requested by a party under Article 40.09 of this Code.

(b) Following the filing of an indictment, information, or complaint against a deaf defendant, the court on the motion of the defendant shall appoint a qualified interpreter to interpret in a language that the defendant can understand, including but not limited to sign language, communications concerning the case between the defendant and defense counsel. The interpreter may not disclose a communication between the defendant and defense counsel or a fact that came to the attention of the interpreter while interpreting those communications if defense counsel may not disclose that communication or fact.

(c) In all cases where the mental condition of a person is being considered and where such person may be committed to a mental institution, and where such person is deaf, all of the court proceedings pertaining to him shall be interpreted by a qualified interpreter appointed by the court.

(d) A proceeding for which an interpreter is required to be appointed under this Article may not commence until the appointed interpreter is in a position not exceeding ten feet from and in full view of the deaf person.

(e) The interpreter appointed under the terms of this Article shall be required to take an oath that he will make a true interpretation to the person accused or being examined, which person is deaf, of all the proceedings of his case in a language that he understands; and that he will repeat said deaf person's answer to questions to counsel, court, or jury, in the English language, in his best skill and judgment.

(f) Interpreters appointed under this Article are entitled to a reasonable fee determined by the court after considering the recommendations of the Texas Commission for the Deaf and Hard of Hearing. When travel of the interpreter is involved all the actual expenses of travel, lodging, and meals incurred by the interpreter pertaining to the case he is appointed to serve shall be paid at the same rate applicable to state employees.

(g) In this Code:

(1) "Deaf person" means a person who has a hearing impairment, regardless of whether the person also has a speech impairment, that inhibits the person's comprehension of the proceedings or communication with others.

(2) "Qualified interpreter" means an interpreter for the deaf who holds a current legal certificate issued by the National Registry of Interpreters for the Deaf or a current court interpreter certificate issued by the Board for Evaluation of Interpreters at the Department of Assistive and Rehabilitative Services.

AGENDA ITEM REPORT

Item 9- Items pulled from Consent

Meeting Date: January 08, 2018

Department: Administration/Finance

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

Discussion / Justification:

ITEM 9. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

All consent items are attached for Council consideration. Any items pulled from the Consent agenda will be reviewed under this item.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve . . .

OVILLA POLICE DEPARTMENT
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 John Dean City Manager

Subject: Police Department Monthly Activity Report

Calls For Service	December 2017	December 2017 YTD	December 2016	December 2016 YTD
Accident	6	28	3	36
Alarms	7	159	9	210
Arrest	7	96	8	41
Assault/Assault FV	2	16	1	4
Assists	74	935	81	588
Building / House Security Check	382	6877	1441	17011
Burgulary	0	6	0	16
Burgulary of Motor Vehicle	0	4	1	8
Criminal Mischief	2	12	2	15
Disturbance	10	118	18	112
Neighborhood Check	1140	17047	1584	17993
Other Calls for Service	41	572	48	1148
Suspicious Person	12	97	2	87
Suspicious Vehicle	15	294	17	167
Theft	4	21	0	16
Traffic Assignment/School Enforcement	24	598	146	1318
TOTAL CALLS FOR SERVICE	1726	26880	3361	38770

Reserve Officer Hours	30	223.8	0	66
Average Response Time (Minutes)	4.37	4.5309091	5.17	5.18
Total Citations	110	1355	74	1318
Total Traffic Stops *****	270			
Traffic Stop Disposition Warning *****	166			
Traffic Stop Disposition Citation *****	104			
PERCENT OF STOPS RECEIVING CITATIONS	38.5	#DIV/0!	#DIV/0!	#DIV/0!
Manual Response time				

** These lines are new and we will not have
 the info for the months before March 2017

December 2017	TO	January 2018	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	142528	142824	296	
104	120995	121612	617	
105	98065	98915	850	12/12 replaced tire, alignment, oil change
116	43464	45507	2043	Headlight out need replaced (\$800+)
117	32031	35117	3086	12/27 plugged one tire(nail)
216	10123	10589	466	
<hr/>				
Vehicles	Begin	End	Accrued	
2017 F250 4x4	5813	6241	428	
2015 2500 HD Silverado	30256	30877	621	
2011 3500HD Silverado	48016	48355	339	12/27 replaced battery
2008 2500HD Animal Control	75722	76322	600	
2008 1500 Silverado	106227	106290	63	12/28 back right tire plugged
2006 1500 Silverado	116178	116257	79	
2001 C6500 Dump Truck	17877	17884	7	
1999 International Patch Trk	311701	311722	21	12/14 replaced belt tensioner
1998 Ford Dump Truck	52160	52424	264	
<hr/>				
	HOURS	HOURS	HOURS	
New Holland Skid LS60	1180	1180.2	0.2	
1999 Kubota Tractor	935.3	935.4	0.1	
1992 Ford Tractor	1074.2	1074.3	0.1	
Sweeper	619.9	619.9	0	
310K John Deere Backhoe	1346.4	1352.5	6.1	
Stone Packer 3100	4504.4	4504.4	0	
Ingersoll Mobil Air Compress	1320.8	1320.8	0	
Green Golf Cart	763.1	763.1	0	

Jet Machine	474.9	475.2	0.3	
2016 Exmark	171.1	171.3	0.2	
2013 Exmark	306.5	306.5	0	
2004 Exmark	1002.6	1002.6	0	



STATUS OF POLICE DEPARTMENT CAPITAL PURCHASES

1 Police Officer Position	Hire date of January 7, 2018 Abraham Flores
Public Manager Program	Classes began January 4, 2018
1 Taser	Need contract approval
Crimes Equipment and New Radios	Completed last year
Ricoh Copier for Patrol Room	Completed leased in October
Outboard Seat Belts	In process
1 Squad Car	Ordered October 2017. Expected arrival January 2018.

OVILLA FIRE DEPARTMENT



MONTHLY REPORT

OVILLA FIRE DEPARTMENT

December-18

City of Ovilla Calls for Service		2016 Totals	2017 Totals	
Fire	8		Fire	10
EMS	29	37	EMS	15
ESD #2 Calls for Service			2017 Totals	
Fire	9		Fire	7
EMS	18	27	EMS	17
ESD #4 Calls for Service			2017 Totals	
Fire	2		Fire	0
EMS	5	7	EMS	3
Mutual Aid Provided			2017 Totals	
Fire	12		Fire	17
EMS	1	13	EMS	0
Total Calls For Service / Month		84	17	
Total Calls For Service / YTD		753	69	
			781	

		Time from Notify to Time On Scene		Reaction Times	
		<u>November</u>	<u>December</u>	<u>November</u>	<u>December</u>
Average Response Times for City of Ovilla		5:46	5:25		
Average Response Times for ESD # 2		7:43	9:17	E-701	1:41
Average Response Times for ESD # 4		9:26	9:26		2:02

<u>FLEET REPORT</u>					
<u>Year</u>	<u>Unit #</u>	<u>Beginning Mileage</u>	<u>Ending Mileage</u>	<u>Total</u>	<u>Maintenance</u>
2016	E701	6,867	7,523	\$ 656	\$ -
1998	XE701	113,739	113,739	0	\$ -
2003	E702	26,308	26,350	42	\$ -
2001	B701	55,765	55,874	109	\$ -
2011	B702	3,236	3,241	5	\$ -
2005	R755	17,123	17,206	83	\$ -
2007	C702	93,945	94,222	277	\$ -
2016	C701	13,799	14,161	362	\$ -
				TOTAL SPENT	\$ -

OVILLA FIRE DEPARTMENT

STAFFING REPORT

- 7 days a week we have 3 - 24 hour position (0800 - 0800)
- These positions were **100%** filled this month

- 7 nights a week we have 1 - 12 hour volunteer shift (2000 - 0800)
- 2 days on the weekend we have 1 - 12 hour shift that is covered by volunteers (0800 - 2000)
- 32 / 41 Volunteer shifts were covered and these **32** shifts there were 4 personnel on the Engine
- **5 / 8** weekend day shifts were worked by a volunteer

- All Shifts in **November** were **100%** covered with 3 minimum

From the Deputy Chief / Fire Marshal

- 1 - Inspections
- 3 - Re Inspections
- 4 - Consults
- 1 - Meetings

Training With the Volunteers

Fire Department News For the Month

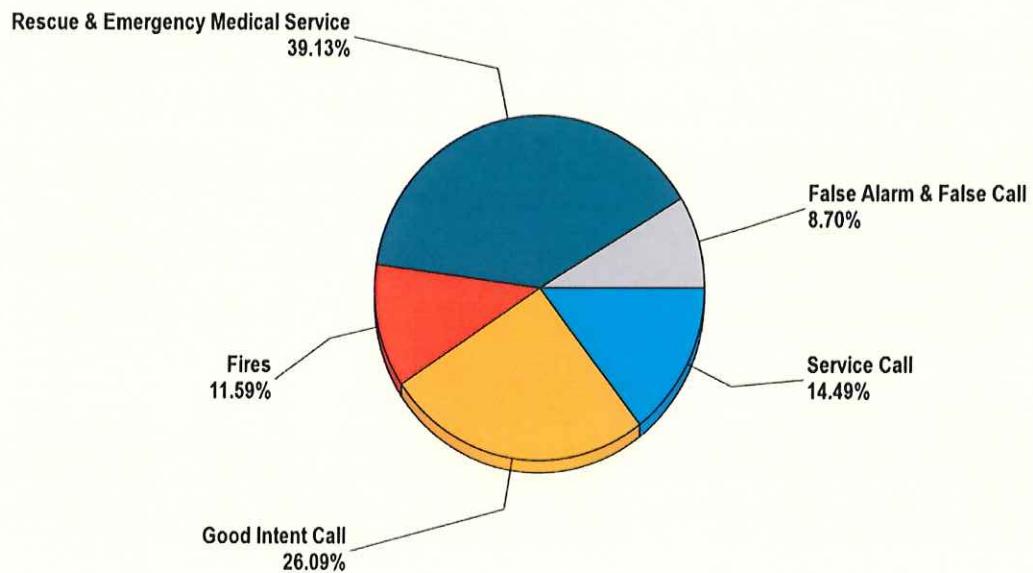
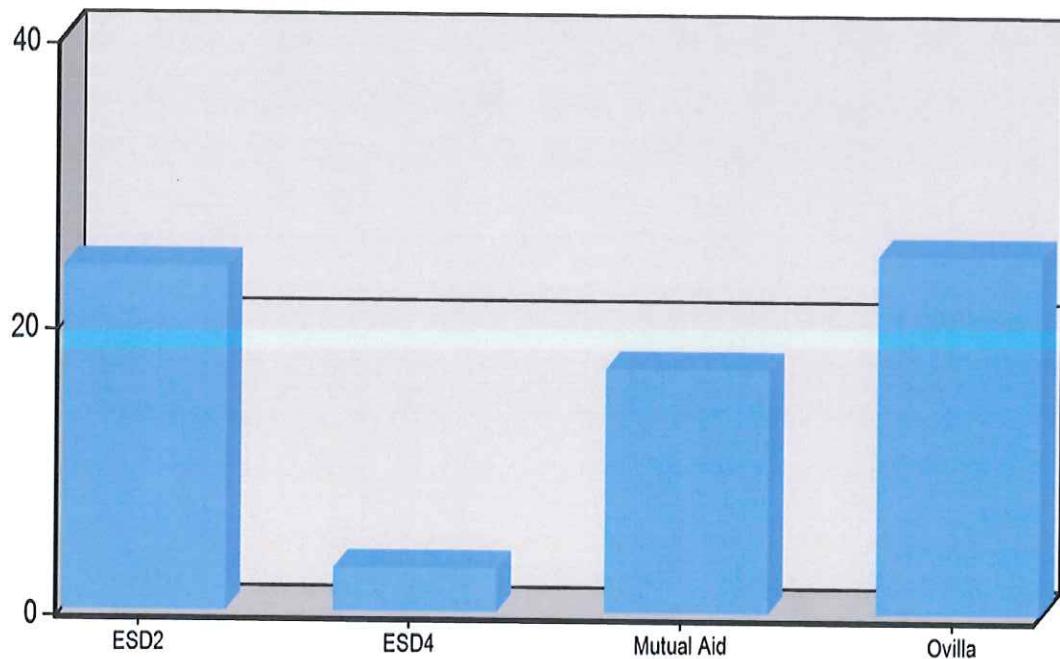
1. Have Submitted paperwork to TFS for 4 Grant Opportunities
2. Monthly Siren Test Were Complete on the first Wednesday of the month, all sirens operated properly
3. C-701 responded to 14 calls for manpower and or command staff.
4. C-702 responded to 18 calls for manpower and or command staff.
5. Attended Monthly ESD #2 and ESD #4 Meeting
6. Hired 2 Volunteer Firefighters Nolan Fansler and Alyssa McArthy
7. Current staffing, 2-Chiefs, 5-Captains, 20-Part Time Firefighter EMT-P,
8-Part Time Firefighter EMT-B, 11-Volunteer Firefighters, Total F.D. Staff = 46

Grant Report

- Received \$5,750.00 from Texas A&M Forest Service for Fire Department Insurance Program
- Received Grant Reimbursement for S.C.B.A., Should take delivery in the next week or so.
\$132,000
- Received \$1,792.16 from Texas A&M Forest Service for Fire Department Insurance Program

OVILLA FIRE DEPARTMENT

CALL ACTIVITY





Date: January 2, 2018

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for December 2017

1. 37 Work Orders completed for December
2. Sewer Lift Station Repairs-
 - Pulled pump 1 at Highland Meadows Lift Station
 - Removed pump 1& 2 from Cumberland removed debris and replaced
 - Pulled pump 1 and removed debris Heritage

Monthly Water and Sewer Services:

- Read water meters, serviced disconnects and reconnects
- Replaced meters:
 - 106 Meadowood, 214 Willow Creek, 217 Willow Creek, and Shadowwood.
- Daily water maintenance residual and pressure tests
- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Meter Box repair and replace lids as needed
- Repaired water leaks:
 - 821 Cockrell Hill, 126 Meadowood

**Watered plants at City Hall and park
**Flushed Hydrants

Tree and grass maintenance:

- Heritage Park
- Silver Spur Park
- Baseball fields and Cindy Jones Park
- Assisted Code Enforcement with mowing of properties

Street and Misc.

- Serviced PD Units
- Street repairs crack sealed: Cockrell Hill, Thorntree, Suburban
- Install new sign Cockrell Hill at Westlawn
- Updated marquee as needed

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4):

- Adequate protective surfacing under and around the equipment.
 - Install/replace surfacing
- Surfacing materials have not deteriorated.
 - Replace surfacing
 - Other maintenance: Add EWF
- Loose-fill surfacing materials have no foreign objects or debris.
 - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
 - Rake and fluff surfacing
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
 - Rake and fluff surfacing

Drainage (§2.4):

- The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.
 - Improve drainage
 - Other maintenance: _____

General Hazards

- There are no sharp points, corners or edges on the equipment (§3.4).
- There are no missing or damaged protective caps or plugs (§3.4).
- There are no hazardous protrusions (§3.2 and Appendix B).
- There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).
- There are no crush and shearing points on exposed moving parts (§3.1).
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

NOTES:

DATE OF INSPECTION:

12/9/17.

Security of Hardware (§2.5):

- There are no loose fastening devices or worn connections.
 - Replace fasteners
 - Other maintenance: _____
- Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.
 - Replace part
 - Other maintenance: _____

Durability of Equipment (§2.5):

- There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).
- There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).
- There are no damaged fences, benches, or signs on the playground.
- All equipment is securely anchored.

Leaded Paint (§2.5.4):

- Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.
- There are no areas of visible leaded paint chips or accumulation of lead dust.
 - Mitigate lead paint hazards

General Upkeep of Playgrounds (§4):

- There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
 - Remove string or rope
 - Correct other modification
- The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
 - Clean playground
- There are no missing trash receptacles.
 - Replace trash receptacle
- Trash receptacles are not full.
 - Empty trash

Remove graffiti from table.

INSPECTION BY:

BP DD

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NOTES:

DATE OF INSPECTION:

12/4, 12/22

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INSPECTION BY:

JC JE

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12/13/17.

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INSPECTION BY:

SL



DATE: January 08, 2018
TO: Honorable Mayor and Council Members
FROM: Linda Harding, City Accountant
SUBJECT: Accounting Department Report

November Reports Financials ending 11/30/2017
Over \$5,000
Bank Balances as of 1/3/2017
Financial graph representing November 2017

Mentions to reports: Second month of new fiscal year.

Budget Highlights:

Admin - Server for council & screen for conference and court – on hold for I.T. change.
Admin - Change city hall, PD & FD from septic to sewer – Equipment quotes are arriving. Engineering to be complete mid-February.
Admin - Paint city offices, replace doors. – To be completed by public works, as time allows.

AUDIT for FY 16/17: The auditors have been on site starting January 2, 2018, and are expected to remain through the week of January 8th.

Equipment list that includes vehicles, machinery, computers, laptops have been received and reviewed by departments. The departments are responsible for the replacement request of all equipment.

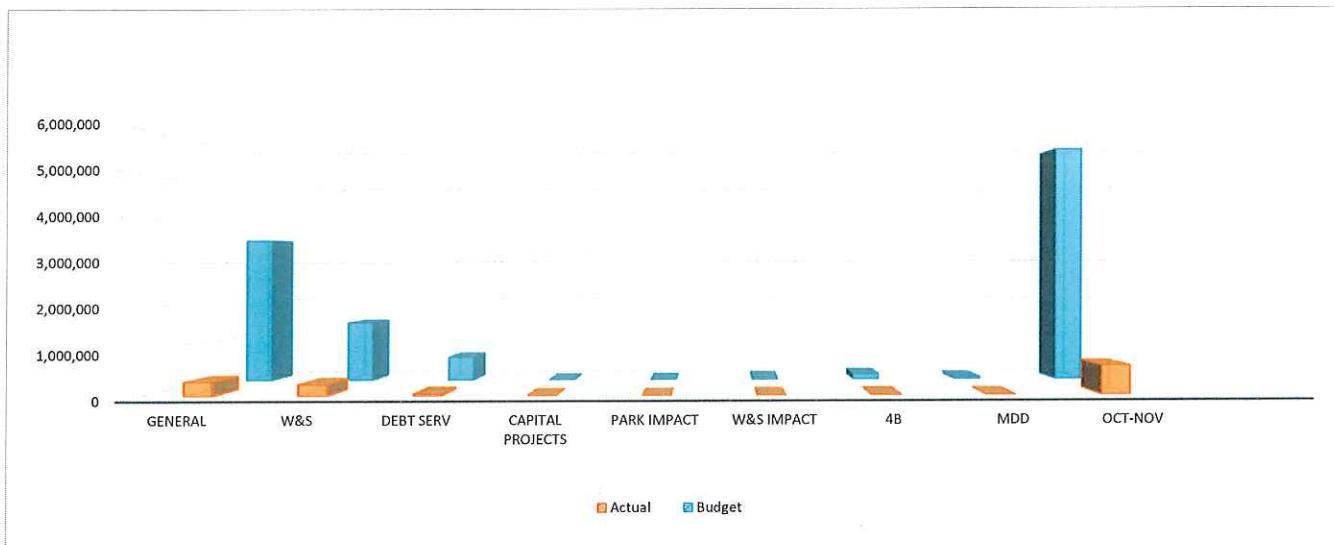
The auditing services are provided by Yeldell, Wilson and Co., P.C. with three (3) one-year optional extensions for the fiscal years ending through September 2019.

December 2017 Prepare for Bank RFQ to start May 2018-2021, or use 1st of 2 year extensions.

Department duties:

Council reports, A/P, P/R, A/R, EOM reports, various accounting obligations, and completed instructions given by City Manager. Examining the various funds, ordinances, resolutions, accounting files, filed required reports for state and federal payroll, sales tax.

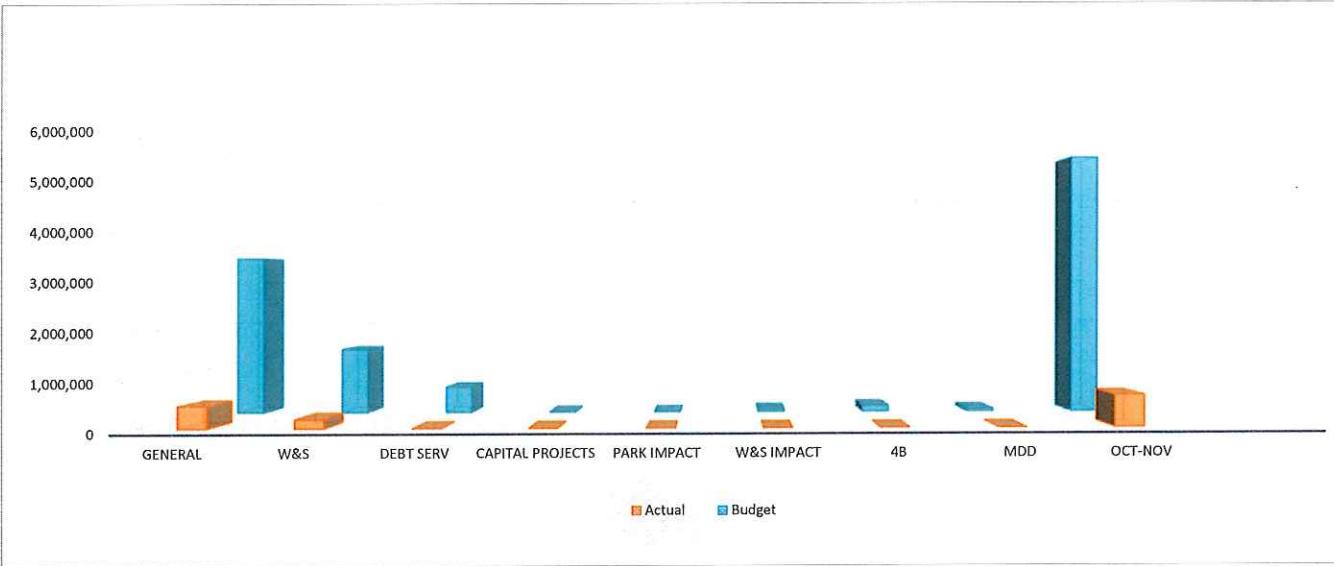
CITY OF OVILLA REVENUE FY 2017-2018



City of Ovilla Revenue

FUNDS	Capital								
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-Nov
Actual	314,019	257,186	43,202	80	1,040	6,602	18,935	8,731	649,795
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341
Over / (Under) Budget	(3,241,400)	(1,202,027)	(533,448)	(190)	(7,753)	(48,154)	(113,205)	(42,369)	(5,188,546)

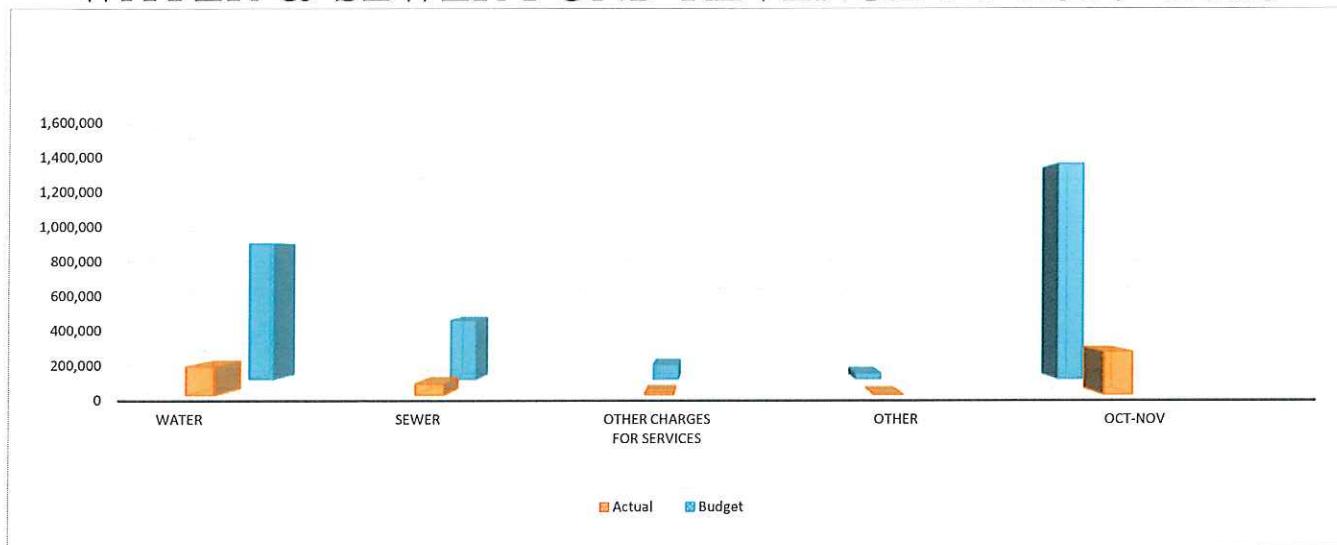
CITY OF OVILLA EXPENSE FY 2017-2018



City of Ovilla Expense

FUNDS	Capital								
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-Nov
Actual	467,749	191,316	0	0	0	0	68	68	659,201
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341
Over / (Under) Budget	(3,087,670)	(1,267,897)	(576,650)	(270)	(8,793)	(54,756)	(132,072)	(51,032)	(5,179,140)

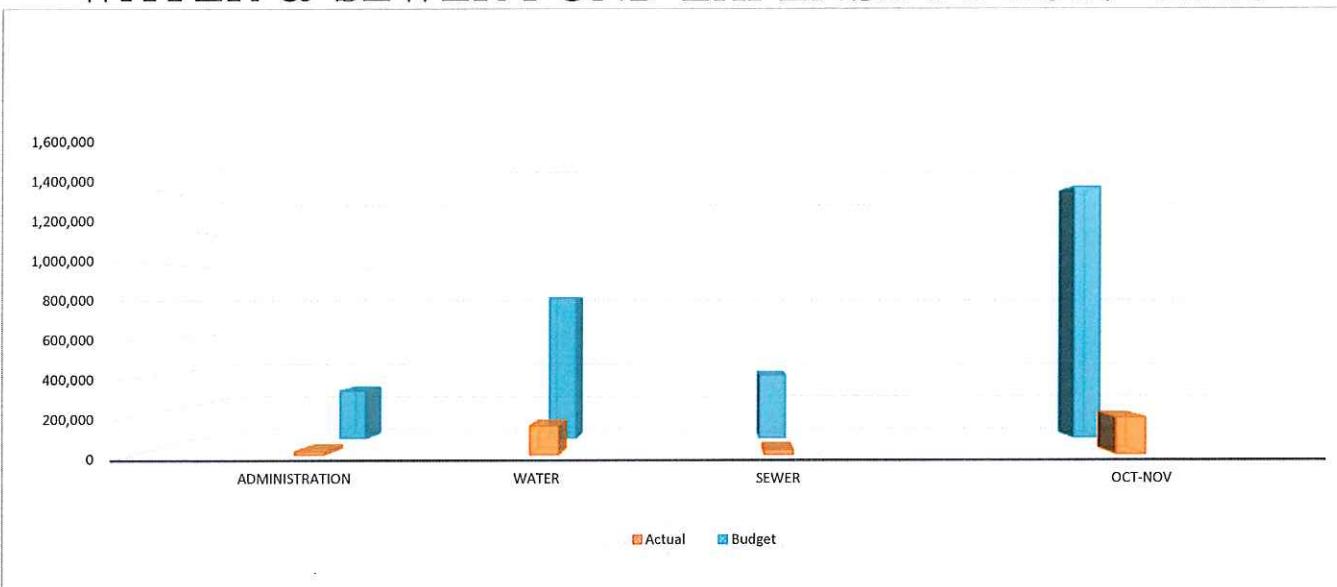
WATER & SEWER FUND REVENUE FY 2017-2018



Water & Sewer Revenue

	Water	Sewer	Other Charges for Services	Other	Oct-Nov
Actual	171,232	66,780	14,892	4,282	257,186
Budget	920,296	399,708	98,809	40,400	1,459,213
Over / (Under) Budget	(749,064)	(332,928)	(83,917)	(36,118)	(1,202,027)

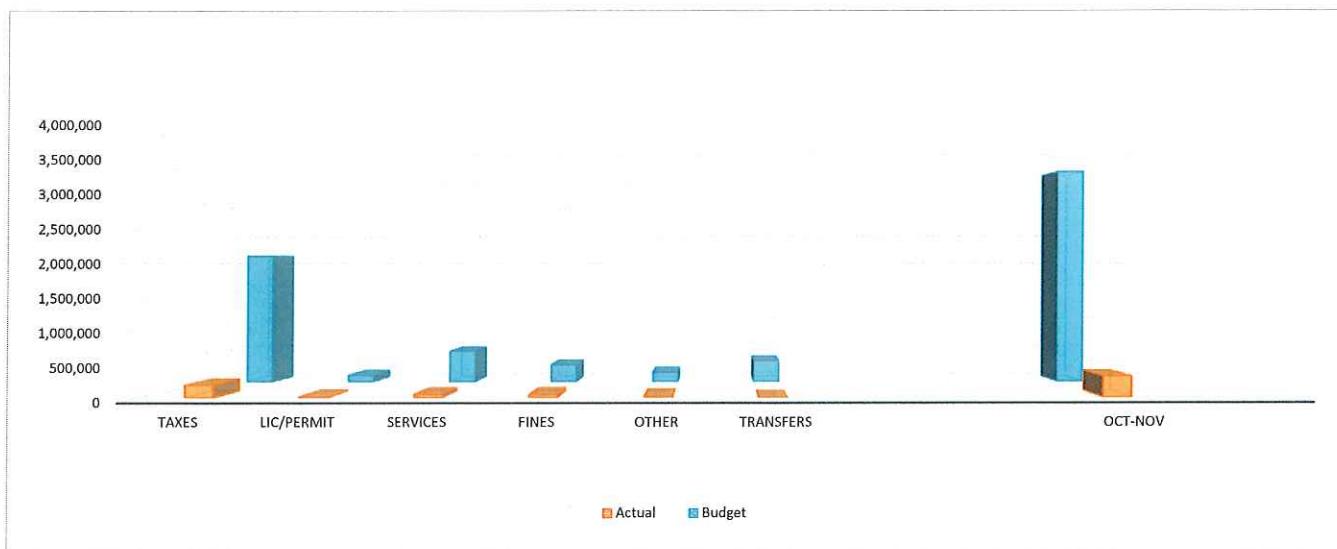
WATER & SEWER FUND EXPENSE FY 2017-2018



Water & Sewer Fund Expense

	Administration	Water	Sewer	Oct-Nov
Actual	17,156	149,038	25,121	191,315
Budget	276,716	815,527	366,970	1,459,213
Over / (Under) Budget	(259,560)	(666,489)	(341,849)	(1,267,898)

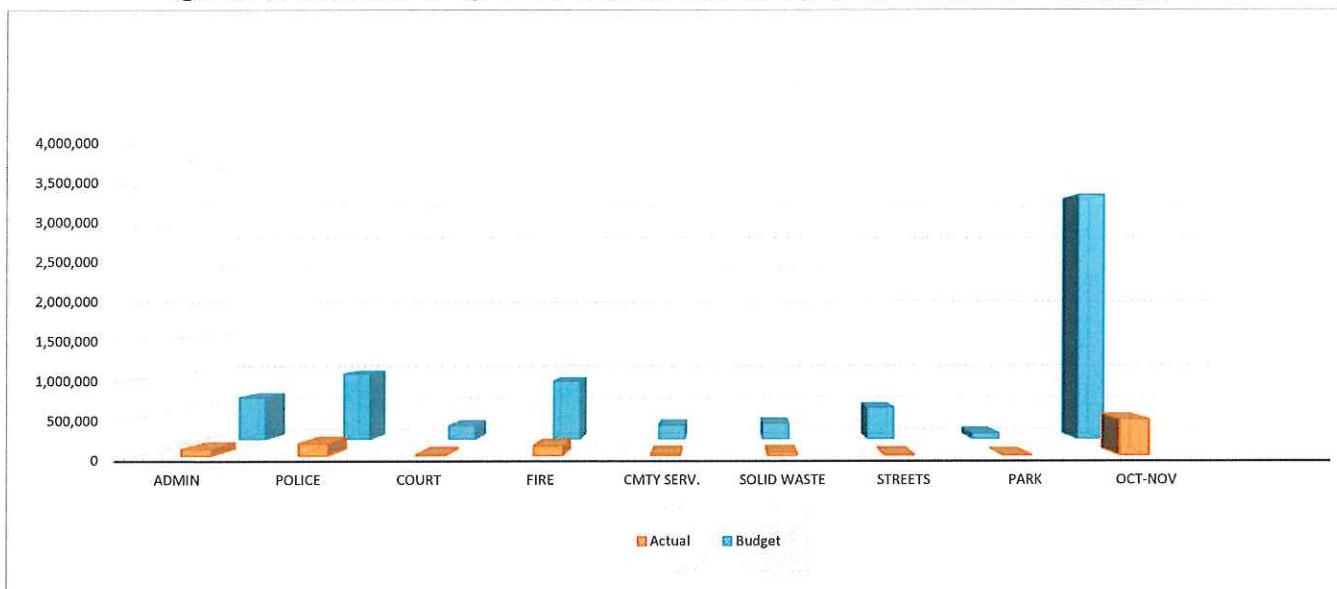
GENERAL FUND REVENUE FY 2017-2018



General Fund Revenue

	Taxes	Lic/Permit	Services	Fines	Other	Transfers	Oct-Nov
Actual	188,016	11,931	47,245	44,790	22,037	0	314,019
Budget	2,134,245	106,581	517,446	287,205	156,325	353,617	3,555,419
Over / (Under) Budget	(1,946,229)	(94,650)	(470,201)	(242,415)	(134,288)	(353,617)	(3,241,400)

GENERAL FUND EXPENSE FY 2017-2018



General Fund Expense

	Admin	Police	Court	Fire	CMTY Serv.	Solid Waste	Streets	Park	Oct-Nov
Actual	85,930	156,943	15,752	125,086	26,970	39,130	14,098	3,840	467,749
Budget	608,355	948,664	191,149	841,662	198,737	228,497	456,922	81,433	3,555,419
Over / (Under) Budget	(522,425)	(791,721)	(175,397)	(716,576)	(171,767)	(189,367)	(442,824)	(77,593)	(3,087,670)



DATE: JANUARY 8, 2018

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financial Statements Through November 2017

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
Revenues					
4000100 · Taxes					
4000105 · Ad Valorem, Current	129,211	131,528	1,649,432	(1,517,904)	8%
4000106 · Ad Valorem, New & improvements	0	0	53,233	(53,233)	0%
4000110 · Ad Valorem, Delinquent	80	133	10,000	(9,867)	1%
4000113 · Interest/Penalties - Prop Tax	16	63	7,000	(6,937)	1%
4000120 · Sales Tax	20,609	37,157	201,264	(164,107)	18%
4000125 · Sales Tax - Street Improvement	5,152	9,289	50,316	(41,027)	18%
4000130 · Franchise Tax	4,375	9,847	163,000	(153,153)	6%
Total 4000100 · Taxes	159,442	188,016	2,134,245	(1,946,229)	9%
4000200 · Licenses and Permits					
4000210 · Residential Building Permits	4,312	6,561	60,000	(53,439)	11%
4000214 · Misc Building Permits	1,723	3,028	23,952	(20,924)	13%
4000230 · Plan Review Fee	1,018	1,571	12,000	(10,429)	13%
4000260 · Alarm Permits	60	130	2,604	(2,474)	5%
4000270 · Animal Tag Fees	132	300	3,706	(3,406)	8%
4000272 · Impound Fees	70	115	2,751	(2,636)	4%
4000290 · Misc Licenses and Permits	120	225	1,568	(1,343)	14%
Total 4000200 · Licenses and Permits	7,435	11,931	106,581	(94,650)	11%
4000400 · Charges for Services					
4000325 · ESD #2	0	0	190,000	(190,000)	0%
4000330 · ESD #4	0	0	55,628	(55,628)	0%
4000411 · Copies and Maps	8	16	100	(84)	16%
4000415 · Police Reports	6	18	150	(132)	12%
4000420 · Park Lights	0	0	500	(500)	0%
4000440 · Oak Leaf Animal Control	0	690	2,100	(1,410)	33%
4000450 · Subdivision Fees	0	240	6,900	(6,660)	3%
4000480 · Solid Waste (Garbage)	22,920	45,841	256,968	(211,127)	18%
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250)	0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	
4000490 · Misc Charges for Services	365	440	3,850	(3,410)	11%
Total 4000400 · Charges for Services	23,299	47,245	517,446	(470,201)	9%
 4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	140	337	2,868	(2,531)	12%
4000510 · Fines - Police	14,539	42,812	265,008	(222,196)	16%
4000520 · Fines - Animal Control	0	0	456	(456)	0%
4000525 · Fines - Code Enforcement	0	196	8,949	(8,753)	2%
4000550 · Municipal Court Technology	289	797	5,424	(4,627)	15%
4000551 · Municipal Court Security	217	598	4,068	(3,470)	15%
4000590 · Misc Fines and Forfeitures	0	50	432	(382)	12%
Total 4000500 · Fines and Forfeitures	15,185	44,790	287,205	(242,415)	16%
 4000800 · Other Revenue					
4000810 · Heritage Day	0	3,845	26,000	(22,155)	15%
4000818 · Lease Proceeds	0	0	0	0	0%
4000820 · Water Tower Lease	4,465	16,162	118,250	(102,088)	14%
4000840 · Interest Earned	731	1,331	7,560	(6,229)	18%
4000860 · Grant Proceeds	0	0	0	0	0%
4000870 · Insurance Proceeds	0	0	0	0	0%
4000885 · Proceeds from Sale of Assets	0	0	0	0	0%
4000887 · HOA Revenue	0	0	1,015	(1,015)	0%
4000890 · Misc Other Revenue	-125	699	3,500	(2,801)	20%
Total 4000800 · Other Revenue	5,071	22,037	156,325	(134,288)	14%
 4000900 · Transfers In					
4000905 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
4000925 · Admin.Rev. received from 4B-EDC	0	0	2,500	(2,500)	0%
4000927 · 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000)	0%
4000930 · Admin. Rev. Rec. From W&S Fund	0	0	23,724	(23,724)	0%
4000940 · Admin.Rev. Rec. from MDD Fund	0	0	500	(500)	0%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
4000945 - Trans in from Court Security	0	0	7,300	(7,300)	0%
4000990 - Reduction in Fund Balance	0	0	277,863	(277,863)	0%
Total 4000900 - Transfers In	0	0	353,617	(353,617)	0%
Total Revenues	210,432	314,019	3,555,419	(3,241,400)	9%
Gross Resources	210,432	314,019	3,555,419	(3,241,400)	9%
Expenditures					
10 - Administration					
5101100 - Salaries & Wages					
5101110 - City Administrator	7,692	15,385	78,750	(63,365)	20%
5101115 - City Secretary	5,000	10,000	44,250	(34,250)	23%
5101117 - City Accountant	4,159	8,318	39,338	(31,020)	21%
5101120 - Admin. Support	2,856	5,712	27,035	(21,323)	21%
5101180 - Merit Raises, Staff	0	0	5,682	(5,682)	0%
Total 5101100 - Salaries & Wages	19,707	39,414	195,055	(155,641)	20%
5101400 - Support Staff					
5101490 - Overtime	0	0	625	(625)	0%
Total 5101400 - Support Staff	0	0	625	(625)	0%
5102100 - Employee Benefits					
5102110 - Group Insurance	2,347	6,498	31,117	(24,619)	21%
5102135 - TMRS	1,918	3,835	25,715	(21,880)	15%
5102160 - Worker's Compensation	0	233	933	(700)	25%
5102170 - Payroll Taxes	291	581	3,772	(3,191)	15%
5102180 - Unemployment Taxes	0	0	1,000	(1,000)	0%
5102190 - Auto Allowance	400	800	4,800	(4,000)	17%
5102196 - Indiv. Membership Dues	800	1,175	1,950	(775)	60%
Total 5102100 - Employee Benefits	5,755	13,122	69,287	(56,165)	19%

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	November 2017	'Oct - Nov 2017	Budget	Thru November
			Budget	16%
5102200 · Special Services				
5102210 · Tax Assessing & Collecting Fees	184	184	1,618	(1,434) 11%
5102220 · Tax Appraisal Fee	4,538	4,538	16,355	(11,817) 28%
5102230 · Legal Fees	255	315	35,000	(34,685) 1%
5102240 · Audit	1,100	1,100	7,650	(6,550) 14%
5102250 · Accounting	0	0	2,000	(2,000) 0%
5102260 · Engineering Fees	65	266	10,000	(9,734) 3%
Total 5102200 · Special Services	6,142	6,402	72,623	(66,221) 9%
5102300 · Contractual Services				
5102310 · Consultant Fees	0	0	10,000	(10,000) 0%
Total 5102300 · Contractual Services	0	0	10,000	(10,000) 0%
5102500 · Operating Services				
5102530 · Custodial Service Contract	344	688	4,128	(3,440) 17%
5102540 · IT - Computer Maintenance	3,047	5,364	25,200	(19,836) 21%
Total 5102500 · Operating Services	3,391	6,052	29,328	(23,276) 21%
5102600 · Special Expenses				
5102610 · Election - Payroll	0	0	850	(850) 0%
5102620 · Election - Supplies	49	49	2,500	(2,452) 2%
5102630 · Election Meeting Expense	0	0	100	(100) 0%
5102650 · Codification Book Update	0	0	3,600	(3,600) 0%
Total 5102600 · Special Expenses	49	49	7,050	(7,002) 1%
5103100 · General Supplies				
5103110 · Office Supplies	282	1,591	8,000	(6,409) 20%
5103140 · Uniforms	0	0	350	(350) 0%
Total 5103100 · General Supplies	282	1,591	8,350	(6,759) 19%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5103400 · Maintenance Supplies / Parts					
5103410 · Supplies - Custodial	40	127	1,500	(1,373)	8%
5103440 · Maintenance Agreement Expense	0	0	400	(400)	0%
5103460 · Miscellaneous	0	0	1,500	(1,500)	0%
Total 5103400 · Maintenance Supplies / Parts	40	127	3,400	(3,273)	4%
5104200 · Travel Expenses					
5104210 · Travel - Local	0	312	500	(188)	62%
5104220 · Professional Development	222	589	6,550	(5,961)	9%
5104222 · Professional Develop - Council	0	931	1,300	(369)	72%
5104225 · City Council Meal Expense	87	87	2,200	(2,113)	4%
5104230 · Professional Develop - In-House	0	0	500	(500)	0%
Total 5104200 · Travel Expenses	309	1,919	11,050	(9,131)	17%
5105200 · Data Processing Expenses					
5105230 · Data Proc-Maintenance & Repair	0	0	8,000	(8,000)	0%
5105240 · Data Processing - Software	0	9,598	11,005	(1,407)	87%
Total 5105200 · Data Processing Expenses	0	9,598	19,005	(9,407)	51%
5105300 · Printing Expense					
5105310 · Copier Expense	440	1,120	4,476	(3,356)	25%
5105320 · Printing - Newsletters	0	0	5,108	(5,108)	0%
5105330 · Printing - Forms	0	0	1,500	(1,500)	0%
Total 5105300 · Printing Expense	440	1,120	11,084	(9,964)	10%
5105400 · Utilities					
5105410 · Telephone	128	256	1,500	(1,245)	17%
5105415 · Cellular Phone	119	239	1,450	(1,211)	16%
5105417 · Internet	160	320	2,823	(2,503)	11%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	
5105420 · Wireless Cards	76	152	912	(760)	17%
5105450 · Electricity	315	779	4,635	(3,856)	17%
Total 5105400 · Utilities	798	1,745	11,320	(9,575)	15%
 5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	0	990	33,200	(32,210)	3%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500)	0%
5105590 · Repairs - Other	0	174	1,300	(1,126)	13%
Total 5105500 · Repairs & Bldg Improvements	0	1,164	35,000	(33,836)	3%
 5105600 · Insurance					
5105610 · Insurance - Property	0	479	1,915	(1,436)	25%
5105620 · Insurance - Liability	0	200	800	(600)	25%
5105630 · Insurance - Fidelity Bond	0	0	300	(300)	0%
5105632 · Notary Bond	0	0	450	(450)	0%
5105635 · Public Officials Surety Bonds	0	260	2,210	(1,950)	12%
Total 5105600 · Insurance	0	939	5,675	(4,736)	17%
 5105700 · Other Expenses					
5105705 · Postage	25	350	6,756	(6,406)	5%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	0	0	1,500	(1,500)	0%
5105730 · City - Memberships	200	300	2,500	(2,200)	12%
5105740 · Legal Notices/Advertisement	307	1,290	9,000	(7,711)	14%
5105752 · Employment Screening	0	0	400	(400)	0%
5105753 · Solicitor Screening	36	36	200	(164)	18%
5105760 · Bank Service Charge	12	12	100	(88)	12%
5105764 · Filing Fees	0	172	500	(328)	34%
5105765 · Miscellaneous	366	527	2,767	(2,240)	19%
Total 5105700 · Other Expenses	946	2,687	23,733	(21,046)	11%

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	November 2017	'Oct - Nov 2017	(Under)	Thru November
		Budget	Budget	16%
5106400 · Minor Capital Outlay				
5106440 · Machinery & Equipment	0	0	1,000	(1,000) 0%
5106465 · Furniture	0	0	1,000	(1,000) 0%
Total 5106400 · Minor Capital Outlay	0	0	2,000	(2,000) 0%
5109000 · Reserves				
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770) 0%
Total 5109000 - Reserves	0	0	93,770	(93,770) 0%
Total 10 · Administration	37,858	85,930	608,355	(522,425) 14%
20 · Police				
5201100 · Salaries & Wages				
5201120 · Police Chief	5,882	11,765	74,243	(62,478) 16%
5201143 · Command Staff	4,541	9,081	57,309	(48,228) 16%
5201150 · Certification Pay	185	369	2,400	(2,031) 15%
5201180 · Merit Raises - Staff	0	0	3,947	(3,947) 0%
Total 5201100 · Salaries & Wages	10,608	21,215	137,899	(116,684) 15%
5201400 · Support Salaries				
5201405 · Support Staff	2,442	4,883	30,826	(25,943) 16%
5201408 - Sergeant	3,451	7,148	88,047	(80,899) 8%
5201410 · Patrol	21,232	42,675	248,352	(205,677) 17%
5201412 - Patrol Part Time	725	2,088	20,500	(18,413) 10%
5201415 · Certification Pay	162	323	2,701	(2,378) 12%
5201470 - Salary Increase	0	0	6,220	(6,220) 0%
5201480 · Merit Raises	0	0	10,012	(10,012) 0%
5201490 · Overtime	142	1,561	16,000	(14,439) 10%
Total 5201400 · Support Salaries	28,153	58,679	422,658	(363,979) 14%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
					16%
5202100 · Employee Benefits					
5202110 · Group Insurance	4,236	15,862	84,581	(68,719)	19%
5202135 · TMRS	3,701	7,571	53,161	(45,590)	14%
5202160 · Worker's Compensation	0	3,118	12,471	(9,353)	25%
5202170 · Payroll Taxes	585	1,235	8,789	(7,554)	14%
5202196 · Membership Dues	0	228	315	(87)	72%
Total 5202100 · Employee Benefits	8,523	28,012	159,317	(131,305)	18%
5202300 · Contractual Services					
5202355 · Contract Labor - Individual	0	0	500	(500)	0%
5202356 · Gingerbread House	0	1,000	1,000	0	100%
5202380 · Dispatch	0	7,962	15,925	(7,963)	50%
5202385 · Jail Expense	0	0	1,000	(1,000)	0%
5202390 · Special Response Team	0	7,500	8,500	(1,000)	88%
5202395 · Contractual Services Other	0	0	1,000	(1,000)	0%
Total 5202300 · Contractual Services	0	16,462	27,925	(11,463)	59%
5202500 · Operating Services					
5202530 · Custodial Service Contract	235	470	2,820	(2,350)	17%
5202540 · Computer Maintenance	0	0	700	(700)	0%
5202560 · Internet Subscriptions	0	0	1,350	(1,350)	0%
Total 5202500 · Operating Services	235	470	4,870	(4,400)	10%
5202600 · Special Expenses					
5202675 · National Night Out	0	135	500	(365)	27%
Total 5202600 · Special Expenses	0	135	500	(365)	27%
5203100 · General Supplies					
5203110 · Office Supplies	181	340	1,050	(710)	32%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5203140 · Uniforms	469	557	8,500	(7,943)	7%
5203170 · Evidence Gathering	26	53	700	(647)	8%
Total 5203100 · General Supplies	676	949	10,250	(9,301)	9%
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial	30	30	800	(770)	4%
Total 5203400 · Maintenance Supplies & Parts	30	30	800	(770)	4%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	0	1,000	(1,000)	0%
5204220 · Professional Development	501	3,281	7,915	(4,634)	41%
5204235 · Ammo	0	0	1,000	(1,000)	0%
5204270 · Vehicle Expenses	1,616	3,791	24,000	(20,210)	16%
Total 5204200 · Travel Expenses	2,118	7,072	33,915	(26,843)	21%
5205200 · Data Processing Expenses					
5205220 · Data Proc - Equipment	439	439	5,000	(4,561)	9%
5205240 · Data Processing - Software	0	17,851	18,000	(149)	99%
Total 5205200 · Data Processing Expenses	439	18,290	23,000	(4,710)	80%
5205300 · Printing Expenses					
5205310 · Copier Expense	109	199	1,210	(1,011)	16%
5205330 · Printing - Forms	0	0	300	(300)	0%
5205350 · Printing - Other	0	105	500	(395)	21%
Total 5205300 · Printing Expenses	109	304	2,010	(1,706)	15%
5205400 · Utilities					
5205410 · Telephone	125	249	1,500	(1,251)	17%
5205415 · Cellular Phone	99	198	1,188	(990)	17%
5205417 · Internet - PD	160	320	1,920	(1,600)	17%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	
5205420 · Wireless Cards	190	380	3,192	(2,812)	12%
5205450 · Electricity	264	517	4,500	(3,983)	11%
Total 5205400 · Utilities	837	1,664	12,300	(10,636)	14%
 5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building	0	0	5,000	(5,000)	0%
5205540 · Repairs- Machinery & Equipment	0	0	1,000	(1,000)	0%
5205550 · Repairs - Vehicles	18	391	10,000	(9,609)	4%
Total 5205500 · Repairs & Building Improvements	18	391	16,000	(15,609)	2%
 5205600 · Insurance					
5205610 · Insurance - Property	0	488	1,950	(1,463)	25%
5205620 · Insurance - Liability	0	1,337	5,348	(4,011)	25%
5205640 · Insurance - Vehicle	0	1,227	4,908	(3,681)	25%
Total 5205600 · Insurance	0	3,052	12,206	(9,155)	25%
 5205700 · Other Expenses					
5205742 · Public Relations	0	0	550	(550)	0%
5205745 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
5205752 · Employment Screening	0	0	1,550	(1,550)	0%
5205765 · Miscellaneous	82	141	1,500	(1,359)	9%
Total 5205700 · Other Expenses	82	141	15,330	(15,189)	1%
 5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment	78	78	9,734	(9,656)	1%
5206445 · Personal Protective Equipment	0	0	2,600	(2,600)	0%
5206450 · Vehicles	0	0	57,350	(57,350)	0%
Total 5206400 · Minor Capital Outlay	78	78	69,684	(69,606)	0%
 Total 20 · Police	51,905	156,943	948,664	(791,721)	17%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
25 · Municipal Court					16%
5251100 · Salaries & Wages					
5251140 · Municipal Judge	634	1,267	11,110	(9,843)	11%
Total 5251100 · Salaries & Wages	634	1,267	11,110	(9,843)	11%
5251400 · Support Staff					
5251405 · Support Staff	2,829	5,658	34,695	(29,037)	16%
5251470 - Salary Increase	0	0	1,041	(1,041)	
5251480 · Merit Raises	0	0	1,041	(1,041)	0%
5251490 · Overtime	0	119	1,400	(1,281)	9%
Total 5251400 · Support Staff	2,829	5,777	38,177	(32,400)	15%
5252100 · Employee Benefits					
5252110 · Group Insurance	634	1,870	7,612	(5,742)	25%
5252135 · TMRS	275	562	3,637	(3,075)	15%
5252160 · Worker's Compensation	0	39	156	(117)	25%
5252170 · Payroll Taxes	89	181	1,384	(1,203)	13%
5252196 - Membership Dues	0	0	60	(60)	0%
Total 5252100 · Employee Benefits	999	2,652	12,849	(10,197)	21%
5252300 · Contractual Services					
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	680	1,373	11,970	(10,597)	11%
5252375 · Comptroller - Warrant Fees	0	0	96,000	(96,000)	0%
Total 5252300 · Contractual Services	680	1,373	108,170	(106,797)	1%
5253100 · General Supplies					
5253110 · Office Supplies	0	0	175	(175)	0%
5253140 · Uniforms	0	0	50	(50)	0%
Total 5253100 · General Supplies	0	0	225	(225)	0%

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	November 2017	'Oct - Nov 2017	Budget	Thru November
			Budget	16%
5254200 · Travel Expenses				
5254210 · Travel - Local	0	0	25	(25) 0%
5254220 · Professional Development	0	0	50	(50) 0%
Total 5254200 · Travel Expenses	0	0	75	(75) 0%
5255200 · Data Processing Expenses				
5255240 · Data Processing - SW Maint.	0	2,153	2,351	(198) 92%
Total 5255200 · Data Processing Expenses	0	2,153	2,351	(198) 92%
5255300 · Printing Expense				
5255350 · Printing - Other	0	510	800	(290) 64%
Total 5255300 · Printing Expense	0	510	800	(290) 64%
5255600 · Insurance				
5255620 · Insurance - Liability	0	53	210	(158) 25%
Total 5255600 · Insurance	0	53	210	(158) 25%
5255700 · Other Expenses				
5255765 · Miscellaneous	0	0	50	(50) 0%
5255768 · Collection Agency Fees	1,094	1,795	8,868	(7,073) 20%
5255772 · Warrant Fee - Omni	0	174	8,264	(8,090) 2%
Total 5255700 · Other Expenses	1,094	1,969	17,182	(15,213) 11%
Total 25 · Municipal Court	6,235	15,752	191,149	(175,397) 8%
30 · Fire				
5301100 · Salaries & Wages				
5301125 · Fire Chief	3,102	6,204	39,156	(32,952) 16%
5301135 · Deputy Chief/Fire December shall	1,922	3,845	22,069	(18,224) 17%
5301140 · Fire Captains	5,198	12,080	70,760	(58,680) 17%

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	November 2017	'Oct - Nov 2017	(Under)	Thru November
		Budget	Budget	16%
5301150 - Officer in Charge & Holiday	1,008	2,016	12,648	(10,632) 16%
5301170 - Salary Increase	0	0	2,933	(2,933) 0%
5301180 - Merit Raises - Staff	0	0	4,048	(4,048) 0%
Total 5301100 - Salaries & Wages	11,230	24,144	151,614	(127,470) 16%
5301400 - Support Salaries				
5301440 - Firefighters	24,527	47,736	326,555	(278,819) 15%
5301442 - Salary Increase	0	0	867	(867) 0%
5301470 - Salary Increase	0	0	4,876	(4,876) 0%
5301480 - Merit Raises	0	0	9,943	(9,943) 0%
5301485 - Volunteer Incentive Program	1,605	3,290	16,850	(13,561) 20%
Total 5301400 - Support Salaries	26,132	51,025	359,091	(308,066) 14%
5302100 - Employee Benefits				
5302135 - TMRS	489	996	6,534	(5,538) 15%
5302137 - Volunteer Retirement	750	1,125	5,200	(4,075) 22%
5302160 - Worker's Compensation	2,827	4,218	12,731	(8,513) 33%
5302170 - Payroll Taxes	2,424	4,864	33,617	(28,753) 14%
5302196 - Membership Dues	180	487	2,200	(1,713) 22%
Total 5302100 - Employee Benefits	6,670	11,690	60,282	(48,592) 19%
5302300 - Contractual Services				
5302310 - Consultant Fees	0	0	1,500	(1,500) 0%
5302380 - Dispatch	485	8,447	15,925	(7,478) 53%
5302385 - Emergency Transport Service	0	0	63,559	(63,559) 0%
Total 5302300 - Contractual Services	485	8,447	80,984	(72,537) 10%
5302500 - Operating Services				
5302510 - Maintenance Agreements	0	0	9,500	(9,500) 0%
5302570 - Warning System Maintenance	0	0	2,500	(2,500) 0%

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			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5302580 · Generator Maintenance	0	0	2,120	(2,120)	0%
Total 5302500 · Operating Services	0	0	14,120	(14,120)	0%
5302600 · Special Expenses					
5302675 · National Night Out	0	236	350	(114)	67%
Total 5302600 · Special Expenses	0	236	350	(114)	67%
5303100 · General Supplies					
5303110 · Office Supplies	0	0	1,000	(1,000)	0%
5303140 · Uniforms	503	1,761	5,000	(3,239)	35%
5303160 · Medical Supplies	164	967	8,000	(7,033)	12%
5303165 · Medical Support	20	20	1,000	(980)	2%
5303170 · Evidence Gathering	0	0	800	(800)	0%
5303175 · Education Aids	0	0	1,000	(1,000)	0%
Total 5303100 · General Supplies	687	2,749	16,800	(14,051)	16%
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	0	0	2,500	(2,500)	0%
5303420 · Building Alarm Maintenance	0	0	2,300	(2,300)	0%
Total 5303400 · Maintenance Supplies & Parts	0	0	4,800	(4,800)	0%
5304200 · Travel Expenses					
5304220 · Professional Development	0	0	7,600	(7,600)	0%
5304270 · Vehicle Expenses	788	1,636	9,000	(7,364)	18%
Total 5304200 · Travel Expenses	788	1,636	16,600	(14,964)	10%
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	0	120	5,000	(4,880)	2%
5305240 · Data Processing - Software	0	5,719	10,000	(4,281)	57%
Total 5305200 · Data Processing Expenses	0	5,839	15,000	(9,161)	39%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)	Budget	
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5305300 · Printing Expense					
5305310 · Copier Expense	269	639	3,200	(2,561)	20%
5305330 · Printing - Forms	0	0	100	(100)	0%
Total 5305300 · Printing Expense	269	639	3,300	(2,661)	19%
5305400 · Utilities					
5305410 · Telephone	211	423	2,168	(1,745)	20%
5305415 · Cellular Phone	124	249	1,490	(1,241)	17%
5305417 · Internet - Fire Dept.	426	852	4,660	(3,808)	18%
5305430 · Natural Gas	72	135	3,000	(2,865)	5%
5305450 · Electricity	412	1,016	5,650	(4,634)	18%
Total 5305400 · Utilities	1,245	2,675	16,968	(14,293)	16%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	294	2,244	20,000	(17,756)	11%
5305540 · Repairs - Machinery & Equipment	1,346	2,854	19,000	(16,146)	15%
5305545 · Repairs - Apparatus	3,021	3,465	12,000	(8,535)	29%
5305550 · Repairs - Vehicles	0	50	3,500	(3,450)	1%
Total 5305500 · Repairs & Bldg Improvements	4,661	8,614	54,500	(45,886)	16%
5305600 · Insurance					
5305610 · Insurance - Property	0	446	1,783	(1,337)	25%
5305620 · Insurance - Liability	0	357	1,428	(1,071)	25%
5305640 · Insurance - Vehicle	0	3,211	12,845	(9,634)	25%
Total 5305600 · Insurance	0	4,014	16,056	(12,042)	25%
5305700 · Other Expenses					
5305705 · Postage	0	0	50	(50)	0%
5305752 · Employment Screening	16	58	500	(442)	12%
5305765 · Flags & Miscellaneous	0	0	100	(100)	0%
Total 5305700 · Other Expenses	16	58	650	(592)	9%

City of Ovilla General Fund
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FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	November 2017	'Oct - Nov 2017	(Under)	Thru November
		Budget	Budget	16%
5306400 · Minor Capital Outlay				
5306440 · Machinery & Equipment	0	0	10,300	(10,300) 0%
5306445 · Personal Protective Equipment	2,570	3,320	20,247	(16,928) 16%
Total 5306400 · Minor Capital Outlay	2,570	3,320	30,547	(27,228) 11%
Total 30 · Fire	54,752	125,086	841,662	(716,576) 15%
40 · Community Services				
5401100 · Salaries & Wages				
5401135 · ACO/Code Enforcement Officer	3,784	7,568	47,757	(40,189) 16%
5401140 · Permit Clerk - Code	3,429	6,858	21,643	(14,785) 32%
5401180 · Merit Raises - Staff	0	0	2,083	(2,083) 0%
5401190 · Overtime	309	1,296	7,500	(6,204) 17%
Total 5401100 · Salaries & Wages	7,522	15,721	78,983	(63,262) 20%
5402100 · Employee Benefits				
5402110 · Group Insurance	777	1,555	15,399	(13,844) 10%
5402135 · TMRS	736	1,539	10,014	(8,475) 15%
5402160 · Worker's Compensation	0	98	392	(294) 25%
5402170 · Payroll Taxes	119	247	1,469	(1,222) 17%
5402190 · License	0	0	625	(625) 0%
Total 5402100 · Employee Benefits	1,632	3,439	27,899	(24,460) 12%
5402300 · Contractual Services				
5402315 · Contract Building Inspections	927	3,329	43,800	(40,471) 8%
5402370 · Impound Fees	100	200	2,300	(2,100) 9%
Total 5402300 · Contractual Services	1,027	3,529	46,100	(42,571) 8%
5402600 · Special Expenses				
5402680 · Environmental Testing	0	14	2,300	(2,286) 1%
5402683 · Septic Tank Fee to State	0	0	100	(100) 0%

City of Ovilla General Fund
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	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5402685 · Clean up Day	0	0	100	(100)	0%
5402687 - Abatement Nuisance	240	480	1,200	(720)	40%
Total 5402600 · Special Expenses	240	494	3,700	(3,206)	13%
 5403100 · General Supplies					
5403110 · Office Supplies	0	0	50	(50)	0%
5403120 · Animal Care	0	0	150	(150)	0%
5403122 · Pet Supplies	120	229	600	(371)	38%
5403140 · Uniforms	0	0	600	(600)	0%
Total 5403100 · General Supplies	120	229	1,400	(1,171)	16%
 5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	0	0	200	(200)	0%
Total 5403400 · Maintenance Supplies & Parts	0	0	200	(200)	0%
 5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	25	(25)	0%
5404220 · Professional Development	25	25	400	(375)	6%
5404270 · Vehicle Expenses	92	288	3,000	(2,712)	10%
Total 5404200 · Travel Expenses	117	313	3,425	(3,112)	9%
 5405200 · Data Processing Expenses					
5405240 · Data Processing - Software	0	2,500	2,500	0	100%
Total 5405200 · Data Processing Expenses	0	2,500	2,500	0	100%
 5405300 · Printing Expense					
5405330 · Printing - Forms	0	0	400	(400)	0%
Total 5405300 · Printing Expense	0	0	400	(400)	0%
 5405400 · Utilities					
5405415 · Cellular Phone	74	148	1,074	(926)	14%

City of Ovilla General Fund
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FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget Thru November
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	16%
Total 5405400 · Utilities			74	148	1,074
					(926)
					14%
5405600 · Insurance					
5405610 · Insurance - Property		0	3	10	(8)
5405620 · Insurance - Liability		0	46	183	(137)
5405640 · Insurance - Vehicle		0	16	63	(47)
Total 5405600 · Insurance		0	64	256	(192)
					25%
5405700 · Other Expenses					
5405765 · Miscellaneous		0	0	400	(400)
Total 5405700 · Other Expenses		0	0	400	(400)
					0%
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment		33	532	1,000	(468)
Total 5406400 · Minor Capital Outlay		33	532	1,000	(468)
					53%
5407400 · Capitalized Assets					
5407450 · Vehicles		0	0	31,400	(31,400)
Total 5406400 · Minor Capital Outlay		0	0	31,400	(31,400)
					0%
Total 40 · Community Services		10,765	26,970	198,737	(171,767)
					14%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solid waste Pickup (Garbage)		19,712	39,130	228,497	(189,367)
Total 5455400 · Utilities		19,712	39,130	228,497	(189,367)
					17%
Total 45 · Solid Waste		19,712	39,130	228,497	(189,367)
					17%
50 · Streets					
5501400 · Support Staff					

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	'Oct - Nov 2017	Budget	Budget
				Thru November 16%
5501415 · Maintenance Crew	0	0	27,144	(27,144) 0%
5501480 · Merit Raises	0	0	815	(815) 0%
5501490 · Overtime	0	0	1,500	(1,500) 0%
5501500 · Streets - On Call	0	0	600	(600) 0%
Total 5501400 · Support Staff	0	0	30,059	(30,059) 0%
5502100 · Employee Benefits				
5502110 · Group Insurance	0	0	7,553	(7,553) 0%
5502135 · TMRS	0	0	2,913	(2,913) 0%
5502160 · Worker's Compensation	0	471	1,882	(1,412) 25%
5502170 · Payroll Taxes	0	0	428	(428) 0%
5502190 · License	25	25	122	(97) 20%
Total 5502100 · Employee Benefits	25	496	12,898	(12,403) 4%
5502200 · Special Services				
5502280 · NCTCOG- SWMP Fees	0	0	3,360	(3,360) 0%
Total 5502200 · Special Services	0	0	3,360	(3,360) 0%
5502600 · Special Expenses				
5502620 · Emergency Clean Up	0	0	2,000	(2,000) 0%
Total 5502600 · Special Expenses	0	0	2,000	(2,000) 0%
5503100 · General Supplies				
5503110 · Office Supplies	0	0	100	(100) 0%
5503140 · Uniforms	-136	123	600	(477) 20%
Total 5503100 · General Supplies	-136	123	700	(577) 18%
5503400 · Maintenance Supplies & Parts				
5503405 · Drainage Maintenance	0	0	500	(500) 0%
5503420 · Supplies - Street Signs	0	0	2,000	(2,000) 0%

City of Ovilla General Fund
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FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5503460 · Miscellaneous	0	0	300	(300)	0%
Total 5503400 · Maintenance Supplies & Parts	0	0	2,800	(2,800)	0%
5504200 · Travel Expenses					
5504220 · Professional Development	0	0	500	(500)	0%
5504270 · Vehicle Expenses	213	471	6,000	(5,529)	8%
Total 5504200 · Travel Expenses	213	471	6,500	(6,029)	7%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	(350)	0%
Total 5505300 · Printing Expense	0	0	350	(350)	0%
5505400 · Utilities					
5505450 · Electricity	3,903	7,927	47,000	(39,073)	17%
Total 5505400 · Utilities	3,903	7,927	47,000	(39,073)	17%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	9	865	2,500	(1,635)	35%
5505550 · Repairs - Vehicles	1,225	1,225	2,500	(1,275)	49%
5505560 · Repairs -Street Maint.& Repairs	73	152	50,000	(49,849)	0%
5505565 · Repairs - Infrastructure Drainage	113	1,600	3,000	(1,400)	53%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500)	0%
5505590 · Repairs - Other	0	0	1,500	(1,500)	0%
Total 5505500 · Repairs & Bldg Improvements	1,419	3,842	62,500	(58,658)	6%
5505600 · Insurance					
5505620 · Insurance - Liability	0	447	1,787	(1,340)	25%
5505640 · Insurance - Vehicle	0	792	3,168	(2,376)	25%
Total 5505600 · Insurance	0	1,239	4,955	(3,716)	25%

City of Ovilla General Fund
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FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5505700 · Other Expenses					
5505752 · Employment Screening	0	0	150	(150)	0%
Total 5505700 · Other Expenses	0	0	150	(150)	0%
5506400 · Minor Capital Outlay					•
5506440 · Machinery & Equipment	0	0	2,500	(2,500)	0%
5506445 · Personal Protective Equipment	0	0	300	(300)	0%
5506490 · Other	0	0	850	(850)	0%
Total 5506400 · Minor Capital Outlay	0	0	3,650	(3,650)	0%
5507400 · Capitalized Assets					
5507440 · Machinery & Equipment	0	0	10,000	(10,000)	0%
5507460 · Infrastructure	0	0	270,000	(270,000)	0%
Total 5507400 · Capitalized Assets	0	0	280,000	(280,000)	0%
Total 50 · Streets	5,424	14,098	456,922	(442,824)	3%
60 · Parks					
5602400 · Rentals					
5602490 · Rental - Other	210	629	3,000	(2,371)	21%
Total 5602400 · Rentals	210	629	3,000	(2,371)	21%
5602600 · Special Expenses					
5602680 · Heritage Day	0	103	15,300	(15,197)	1%
5602690 · Special Events	691	691	5,000	(4,309)	14%
Total 5602600 · Special Expenses	691	795	20,300	(19,505)	4%
5603400 · Maintenance Supplies & Parts					

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
5303410 - Supplies - Custodial	0	0	2,000	(2,000)	0%
5603460 · Miscellaneous	0	0	300	(300)	0%
Total 5603400 · Maintenance Supplies & Parts	0	0	2,300	(2,300)	0%
5605400 · Utilities					
5605450 · Electricity	651	1,391	8,300	(6,909)	17%
Total 5605400 · Utilities	651	1,391	8,300	(6,909)	17%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building	0	0	250	(250)	0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	500	1,500	(1,000)	33%
Total 5605500 · Repairs & Bldg Improvements	0	500	1,750	(1,250)	29%
5605600 · Insurance					
5605610 · Insurance - Property	0	66	265	(199)	25%
5605620 · Insurance - Liability	0	105	418	(314)	25%
Total 5605600 · Insurance	0	171	683	(512)	25%
5605700 · Other Expenses					
5605765 · Miscellaneous	0	70	300	(230)	23%
Total 5605700 · Other Expenses	0	70	300	(230)	23%
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	285	285	6,800	(6,515)	4%
5606440 · Machinery & Equipment	0	0	2,000	(2,000)	0%
Total 5606400 · Minor Capital Outlay	285	285	8,800	(8,515)	3%
5607400 · Capitalized Assets					
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000)	0%
5607440 · Machinery & Equipment	0	0	6,000	(6,000)	0%
Total 5607400 · Capitalized Assets	0	0	36,000	(36,000)	0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	'Oct - Nov 2017	Budget	Thru November
			Budget	16%
Total 60 · Parks	1,836	3,840	81,433	(77,593) 5%
Total Expenditures	188,488	467,749	3,555,419	(3,087,670) 13%
Net Change in Fund Balance	21,944	-153,730	0	(153,730) 100%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	Oct - Nov 2017	Budget	Budget	Thru November
Resources					
4000400 · Charges for Services					
4000460 · Water Sales	91,801	171,232	920,296	(749,064)	19%
4000461 · Sewer Service	32,648	66,780	399,708	(332,928)	17%
4000465 · Water & Sewer Penalties	1,313	2,966	17,985	(15,019)	16%
4000471 · Reconnect Fees	475	911	5,400	(4,489)	17%
4000472 · Meters	0	0	3,700	(3,700)	0%
4000473 · Connect Fees	105	305	3,000	(2,695)	10%
4000478 · Infrastructure Improvement Fee	4,983	10,710	68,724	(58,014)	16%
4000480 · Solid Waste Fees (Garbage)	0	0	0	0	0%
Total 4000400 · Charges for Services	131,325	252,904	1,418,813	(1,165,909)	18%
4000800 · Other Revenue					
4000880 · Capital Rec Fee	2,500	3,750	37,500	(33,750)	10%
4000840 · Interest Earned	257	532	2,900	(2,368)	18%
4000890 · Misc Other Revenue	0	0	0	0	0%
Total 4000800 · Other Revenue	2,757	4,282	40,400	(36,118)	11%
Total Resources	134,082	257,186	1,459,213	(1,202,027)	18%
Expense					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	0	0	26,250	(26,250)	0%
5701115 · City Secretary	0	0	14,750	(14,750)	0%
5701117 · Finance Accountant	0	0	13,113	(13,113)	0%
5701120 · Admin. Support	0	0	9,012	(9,012)	0%
5701130 · Public Works Director	4,573	9,147	57,722	(48,575)	16%
5701180 · Merit Raises, Staff	0	0	3,626	(3,626)	0%
Total 5701100 · Salaries & Wages	4,573	9,147	124,473	(115,326)	7%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	Oct - Nov 2017	Budget	Thru November
			Budget	16%
5702100 · Employee Benefits				
5702110 · Group Insurance	647	1,896	7,767	(5,871) 24%
5702135 · TMRS	449	899	5,879	(4,980) 15%
5702160 - Workers Compensation	0	212	849	(637) 25%
5702170 · Payroll Taxes	66	132	863	(731) 15%
Total 5702100 · Employee Benefits	1,163	3,139	15,358	(12,219) 20%
5702200 · Special Services				
5702240 · Audit	0	0	7,650	(7,650) 0%
5702250 · Accounting	0	0	900	(900) 0%
Total 5702200 · Special Services	0	0	8,550	(8,550) 0%
5702300 · Contractual Services /Personnel				
5702310 · Consultant Fees	0	220	3,500	(3,280) 6%
Total 5702300 · Contractual Services /Personnel	0	220	3,500	(3,280) 6%
5703100 · General Supplies				
5703110 · Office Supplies	0	119	800	(681) 15%
Total 5703100 · General Supplies	0	119	800	(681) 15%
5703400 · Maintenance Supplies / Parts				
5703410 · Supplies - Custodial	0	0	200	(200) 0%
Total 5703400 · Maintenance Supplies / Parts	0	0	200	(200) 0%
5704200 · Travel Expenses				
5704210 · Travel - Local	0	0	200	(200) 0%
5704220 · Professional Development	0	0	750	(750) 0%
Total 5704200 · Travel Expenses	0	0	950	(950) 0%
5705200 · Data Processing Expenses				

Ovilla W&S Utility Fund
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FY October 2017 through September 2018

	Current		Year to Date		\$ Over	% of Budget
					(Under)	Thru November
	November 2017	Oct - Nov 2017	Budget	Budget	16%	
5705230 · Data Processing - Maintenance & Repair	116	232	1,571	(1,339)	15%	
5705240 - Data Processing - Software	0	2,500	2,500	0	100%	
Total 5705200 · Data Processing Expenses	116	2,732	4,071	2,616	67%	
5705300 · Printing Expense						
5705350 · Printing - Other	0	0	250	(250)	0%	
Total 5705300 · Printing Expense	0	0	250	(250)	0%	
5705400 · Utilities						
5705410 · Telephone	112	224	1,350	(1,126)	17%	
5705415 · Cellular Phone	113	226	1,360	(1,134)	17%	
5705417 · Internet	160	320	1,930	(1,610)	17%	
Total 5705400 · Utilities	385	770	4,640	(3,870)	17%	
5705700 · Other Expenses						
5705705 · Postage	500	1,000	6,225	(5,225)	16%	
5705740 · Advertising	0	0	100	(100)	0%	
5705760 · Bank Service Charge	27	29	250	(221)	12%	
5705765 · Miscellaneous	0	0	100	(100)	0%	
Total 5705700 · Other Expenses	527	1,029	6,675	(5,646)	15%	
5706400 · Minor Capital Outlay						
5706440 · Machinery & Equipment	0	0	1,500	(1,500)	0%	
Total 5706400 · Minor Capital Outlay	0	0	1,500	(1,500)	0%	
5709000 · Reserve						
5708215 · Admin. Exp. to General Fund	0	0	23,724	(23,724)	0%	
5709002 · Capital Improv. Water/Sewer Reserve	0	0	58,700	(58,700)	0%	
5709010 · Administrative Reserves	0	0	23,325	(23,325)	0%	
Total 5709000 · Reserve	0	0	105,749	(105,749)	0%	

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	Oct - Nov 2017	Budget	Thru November
			Budget	16%
Total 70 · Administration	6,764	17,156	276,716	(259,560) 6%
75 · Water				
5751100 · Salaries & Wages				
5751133 · Superintendent	3,616	7,232	45,636	(38,404) 16%
5751170 · Salary Increase	0	0	1,370	(1,370) 0%
5751190 · Overtime	68	68	2,000	(1,932) 3%
Total 5751100 · Salaries & Wages	3,684	7,300	49,006	(41,706) 15%
5751400 · Support Salaries				
5751405 · Support Staff	2,061	4,122	30,322	(26,200) 14%
5751415 · Maintenance Crew	6,889	14,037	84,989	(70,952) 17%
5751430 · Seasonal Crew	0	0	3,000	(3,000) 0%
5751450 · Certification Pay	92	185	1,200	(1,015) 15%
5751480 · Merit Raises	0	0	4,840	(4,840) 0%
5751490 · Overtime	336	1,283	4,000	(2,717) 32%
5751500 · Water - On Call	100	300	1,550	(1,250) 19%
Total 5751400 · Support Salaries	9,478	19,926	129,901	(109,975) 15%
5752100 · Employee Benefits				
5752110 · Group Insurance	2,638	6,518	38,057	(31,539) 17%
5752135 · TMRS	1,276	2,640	16,544	(13,904) 16%
5752160 · Worker's Compensation	0	1,060	4,240	(3,180) 25%
5752170 · Payroll Taxes	198	409	2,427	(2,018) 17%
5752190 · Licenses	0	0	222	(222) 0%
Total 5752100 · Employee Benefits	4,112	10,627	61,490	(50,863) 17%
5752300 · Contractual Services/Personnel				
5752350 · Contract Labor - Company	0	0	1,500	(1,500) 0%
5752380 · Dispatch	0	6,826	13,650	(6,824) 50%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current		Year to Date		\$ Over (Under)	% of Budget
	November 2017		Oct - Nov 2017		Budget	Thru November
					Budget	16%
Total 5752300 · Contractual Services/Personnel		0		6,826	15,150	(8,324)
5752400 · Rentals						
5752420 · Rental - Machinery & Equipment		0		0	250	(250)
Total 5752400 · Rentals		0		0	250	(250)
5752500 · Operating Services						
5752580 · Water Testing		194		885	5,600	(4,715)
5752590 · TCEQ Fees		2,967		2,967	3,500	(533)
Total 5752500 · Operating Services		3,161		3,852	9,100	(5,248)
5753100 · General Supplies						
5753140 · Uniforms		0		1,200	2,400	(1,200)
Total 5753100 · General Supplies		0		1,200	2,400	(1,200)
5753400 · Maintenance Supplies & Parts						
5753460 · Miscellaneous		0		0	300	(300)
Total 5753400 · Maintenance Supplies & Parts		0		0	300	(300)
5754200 · Travel Expenses						
5754220 · Professional Development		0		0	750	(750)
5754270 · Vehicle Expenses		577		1,162	10,000	(8,838)
Total 5754200 · Travel Expenses		577		1,162	10,750	(9,588)
5755200 · Data Processing Expenses						
5755240 · Data Processing - Software		0		0	3,700	(3,700)
Total 5755200 · Data Processing Expenses		0		0	3,700	(3,700)
5755300 · Printing Expenses						
5755310 · Copier Expense		0		0	3,000	(3,000)
5755350 · Printing - Other		0		1,264	2,500	(1,236)

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current		Year to Date		\$ Over (Under)	% of Budget
	November 2017		Oct - Nov 2017		Budget	Thru November
					Budget	16%
Total 5755300 · Printing Expenses		0		1,264	5,500	(4,236)
5755400 · Utilities						
5755415 · Cellular Phone		16		32	188	(156)
5755450 · Electricity		1,775		3,992	27,000	(23,008)
5755460 · Water, wholesale		35,872		83,991	441,905	(357,914)
Total 5755400 · Utilities		37,662		88,015	469,093	(381,078)
5755500 · Repairs & Building Improvements						
5755540 · Repairs- Machinery & Equipment		1,403		1,403	3,000	(1,597)
5755550 · Repairs - Vehicles		724		774	2,000	(1,226)
5755570 · Inventory Expense		808		1,391	9,000	(7,609)
5755580 · Water Chemical Expense		413		1,794	8,500	(6,706)
5755590 · Repairs - Other		0		0	3,000	(3,000)
Total 5755500 · Repairs & Building Improvements		3,349		5,363	25,500	(20,137)
5755600 · Insurance						
5755610 · Insurance - Property		0		778	3,112	(2,334)
5755620 · Insurance - Liability		0		317	1,268	(951)
5755640 · Insurance - Vehicle		0		496	1,985	(1,489)
Total 5755600 · Insurance		0		1,591	6,365	(4,774)
5755700 · Other Expenses						
5755752 · Employment Screening		80		80	150	(70)
Total 5755700 · Other Expenses		80		80	150	(70)
5756400 · Minor Capital Outlay						
5756440 · Machinery & Equipment		0		0	2,000	(2,000)
5756490 · Other		0		0	500	(500)
Total 5756400 · Minor Capital Outlay		0		0	2,500	(2,500)

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current		Year to Date		\$ Over (Under)	% of Budget
	November 2017		Oct - Nov 2017		Budget	Thru November
					Budget	16%
5757400 · Capitalized Assets						
5757440 · Machinery & Equipment	0	0	10,000	(10,000)	0%	
5757470 · Infrastructure - Water	340	1,832	4,000	(2,168)	46%	
Total 5757400 · Capitalized Assets	340	1,832	14,000	(12,168)	13%	
5757900 · Long-Term Debt						
5758225 · Admin. Expense to Debt Fund	0	0	10,372	(10,372)	0%	
Total 5757900 · Long-Term Debt	0	0	10,372	(10,372)	0%	
Total 75 · Water	62,441	149,038	815,527	(666,489)	18%	
80 · Sewer						
5801400 · Support Salaries						
5801405 · Support Staff	0	0	17,322	(17,322)	0%	
5801415 · Maintenance Crew	2,970	5,939	37,482	(31,543)	16%	
5801450 · Certification Pay	92	185	1,210	(1,025)	15%	
5801480 · Merit Raises	0	0	2,025	(2,025)	0%	
5801490 · Overtime	111	223	2,500	(2,277)	9%	
5801500 · Sewer - On Call	100	100	600	(500)	17%	
Total 5801400 · Support Salaries	3,273	6,447	61,139	(54,692)	11%	
5802100 · Employee Benefits						
5802110 · Group Insurance	636	1,873	7,630	(5,757)	25%	
5802135 · TMRS	314	618	4,114	(3,496)	15%	
5802160 · Worker's Compensation-Sewer	0	212	849	(637)	25%	
5802170 · Payroll Taxes	47	92	604	(512)	15%	
5802190 · Licenses	0	0	150	(150)	0%	
Total 5802100 · Employee Benefits	996	2,796	13,347	(10,551)	21%	
5802300 · Contractual Services/Personnel						

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current		Year to Date		\$ Over (Under)	% of Budget
	November 2017		Oct - Nov 2017		Budget	Thru November
					Budget	16%
5802350 · Contract Labor - Company		0		0	2,000	(2,000)
Total 5802300 · Contractual Services/Personnel		0		0	2,000	(2,000)
5802500 · Operating Services						
5802515 · Sardis Collection Expense		836		1,624	9,618	(7,994)
Total 5802500 · Operating Services		836		1,624	9,618	(7,994)
5803100 · General Supplies						
5803140 · Uniforms		0		259	600	(341)
Total 5803100 · General Supplies		0		259	600	(341)
5803400 · Maintenance Supplies & Parts						
5803460 · Miscellaneous		0		0	500	(500)
Total 5803400 · Maintenance Supplies & Parts		0		0	500	(500)
5804200 · Travel Expenses						
5804220 · Professional Development		0		0	500	(500)
5804270 · Vehicle Expense		121		275	1,200	(925)
Total 5804200 · Travel Expenses		121		275	1,700	(1,425)
5805400 · Utilities						
5805450 · Electricity		145		286	3,000	(2,714)
5805463 · TRA Wastewater Treatment		0		12,830	253,800	(240,970)
Total 5805400 · Utilities		145		13,116	256,800	(243,684)
5805500 · Repairs & Bldg Improvements						
5805510 · Repairs - Land Improvements		0		0	1,000	(1,000)
5805540 · Repairs - Machinery & Equipment		0		0	6,000	(6,000)
5805570 · Inventory Expense		0		212	2,000	(1,788)
5805590 · Repairs - Other		0		0	600	(600)
Total 5805500 · Repairs & Bldg Improvements		0		212	9,600	(9,388)

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	Oct - Nov 2017	Budget	Thru November
			Budget	16%
5805600 · Insurance				
5805610 · Insurance - Property	0	16	65	(49) 25%
5805620 · Insurance - Liability	0	238	950	(713) 25%
5805640 · Insurance - Vehicle	0	138	551	(413) 25%
Total 5805600 · Insurance	0	392	1,566	(1,175) 25%
5805700 · Other Expenses				
5805752 · Employment Screening	0	0	100	(100) 0%
Total 5805700 · Other Expenses	0	0	100	(100) 0%
5807400 · Capitalized Assets				
5807440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
Total 5807400 · Capitalized Assets	0	0	10,000	(10,000) 0%
Total 80 · Sewer	5,371	25,121	366,970	(341,849) 7%
Total Expense	74,576	191,316	1,459,213	(1,267,897) 13%
Net Change in Fund Balance	59,506	65,870	0	65,870 100%

Ovilla Debt Service
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)	Budget	
	November 2017	Nov 2017	Budget	Thru November	16%
Revenues					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	42,364	43,123	548,275	(505,152)	8%
4000106 · Ad Valorem, Current I&S New and Imp	-	-	17,453	(17,453)	0%
4000111 · Ad Valorem, Delinquent I & S	25	42	-	42	100%
4000114 · Interest/Penalties - I & S	5	20	-	20	100%
Total 4000100 · Taxes	42,394	43,184	565,728	(522,544)	8%
4000800 · Other Revenue					
4000840 · Interest Earned	15	18	550	(532)	3%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	-	10,372	(10,372)	0%
Total 4000800 · Other Revenue	15	18	10,922	(10,904)	0%
Total Revenues	42,409	43,202	576,650	(533,448)	7%
Expenditures					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	-	-	500	(500)	0%
51579349 · 2011 Bond Issue Principle	-	-	390,000	(390,000)	0%
5157940 · 2011 Bond Issue Interest	-	-	186,150	(186,150)	0%
Total 5157900 · Long-Term Debt	-	-	576,650	(576,650)	0%
Total Expenditures	-	-	576,650	(576,650)	0%
Net Change in Fund Balance	42,409	43,202	-	43,202	100%

City of Ovilla Capital Projects Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	Nov 2017	Budget	Thru November
			Budget	16%
Revenues				
4000800 · Other Revenue				
4000840 - Texpool	0	1	1	100%
4000845 · Interest Earned - Texstar	1	2	10	(8)
4000850 · Interest Earned - Prosperity	38	76	260	(184)
4000990 - Reduction In Fund Balance	0	0	0	0%
Total 4000800 · Other Revenue	39	80	270	(191)
Total Revenues	39	80	270	(191)
Expense				
5879000 · Reserves				
5879010 · Admin Reserves	0	0	270	(270)
Total 5879000 · Reserves	0	0	270	(270)
Total Expense	0	0	270	(270)
Change in Net Position	39	80	0	80
				100%

Ovilla Park Impact Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Nov 2017	Budget	Budget	Thru November
Revenues					
4000400 · Charges for Services					
4000460 · Park Impact	669	1,004	8,613	(7,609)	12%
Total 4000400 · Charges for Services	669	1,004	8,613	(7,609)	12%
4000800 · Other Revenue					
4000840 · Interest Earned	18	37	180	(143)	20%
Total 4000800 · Other Revenue	18	37	180	(143)	20%
Total Revenues	687	1,040	8,793	(7,753)	12%
Expenditures					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	1,675	(1,675)	0%
Total 5607400 · Capitalized Assets	0	0	1,675	(1,675)	0%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	6,618	(6,618)	0%
Total 5609000 · Reserves	0	0	6,618	(6,618)	0%
Total Expenditures	0	0	8,793	(8,793)	0%
Net Change in Fund Balance	687	1,040	0	1,040	100%

Ovilla W&S Impact Fee Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	'Nov 2017	Budget	Thru November
			Budget	16%
Revenues				
4000400 · Charges for Services				
4000476 - Water Impact Fee	0	0	0	0%
4000477 - Sewer Impact Fee	4,380	6,571	54,756	(48,185) 12%
Total 4000400 · Charges for Services	4,380	6,571	54,756	(48,185) 12%
4000800 · Other Revenue				
4000840 · Interest Earned	15	31	0	31 100%
Total 4000800 · Other Revenue	15	31	0	31 100%
Total Revenues	4,396	6,602	54,756	(48,154) 12%
Expense				
5859000 · Reserves				
5859030 · Sewer Impact Fees Reserve	0	0	54,756	(54,756) 0%
Total 5859000 · Reserves	0	0	54,756	(54,756) 0%
Total Expense	0	0	54,756	(54,756) 0%
Change in Net Position	4,396	6,602	0	6,602 100%

Ovilla 4B Economic Development Corporation
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	'Oct -Nov 2017	Budget	Thru November
			Budget	16%
Revenues				
4000100 · Taxes				
4000120 · Sales tax	10,304	18,578	100,800	(82,222) 18%
Total 4000100 · Taxes	10,304	18,578	100,800	(82,222) 18%
4000800 · Other Revenue				
4000840 · Interest Income	182	357	1,340	(983) 27%
4000990 - Reduction in Fund Balance	0	0	30,000	(30,000) 0%
Total 4000800 · Other Revenue	182	357	31,340	(30,983) 1%
Total Revenues	10,486	18,935	132,140	(113,205) 14%
Expenditures				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	0	1,600	(1,600) 0%
Total 8102200 · Special Services	0	0	2,100	(2,100) 0%
8103100 · General Supplies				
8103110 · Office Supplies	0	0	100	(100) 0%
Total 8103100 · General Supplies	0	0	100	(100) 0%
8104200 · Travel Expense				
8104210 · Travel Expense	0	0	1,000	(1,000) 0%
8104220 · Professional Development	0	0	2,300	(2,300) 0%
Total 8104200 · Travel Expense	0	0	3,300	(3,300) 0%

Ovilla 4B Economic Development Corporation
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)	Budget	
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
8105300 - Printing					
8105320 - Printing Expense	0	0	300	(300)	0%
Total 8105300 - Printing	0	0	300	(300)	0%
8105600 - Insurance					
8105620 - Insurance - Liability	0	68	272	(204)	25%
Total 8105600 - Insurance	0	68	272	(204)	25%
8105700 - Other Expenses					
8105705 - Postage	0	0	100	(100)	0%
8105730 - Memberships	0	0	3,350	(3,350)	0%
8105740 - Advertising	0	0	5,300	(5,300)	0%
Total 8105700 - Other Expenses	0	0	8,750	(8,750)	0%
816400 - Minor Capital Outlay					
8107490 - Other Signs	0	0	30,000	(30,000)	0%
Total 8106400 - Minor Capital Outlay	0	0	30,000	(30,000)	0%
8109000 - Reserves					
8109015 - Administrative Reserves	0	0	84,818	(84,818)	0%
8109215 - Admin. Expense to General Fund	0	0	2,500	(2,500)	0%
Total 8109000 - Reserves	0	0	87,318	(87,318)	0%
Total Expenditures	0	68	132,140	(132,072)	0%
Net Change in Fund Balance	10,486	18,867	0	18,867	100%

Ovilla Municipal Development District
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
Revenues					
4000100 · Taxes					
4000120 · Sales tax	4,363	8,583	50,500	(41,917)	17%
Total 4000100 · Taxes	4,363	8,583	50,500	(41,917)	17%
4000800 · Other Revenue					
4000840 · Interest Income	74	148	600	(452)	25%
Total 4000800 · Other Revenue	74	148	600	(452)	25%
Total Revenues	4,437	8,731	51,100	(42,369)	17%
Expenditures					
9102200 · Special Services					
9102240 · Audit	0	0	1,600	(1,600)	0%
Total 9102200 · Special Services	0	0	1,600	(1,600)	0%
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	(100)	0%
Total 9103100 · General Supplies	0	0	100	(100)	0%
9105600 · Insurance					
9105620 · Insurance - Liability	0	68	272	(204)	25%
Total 9105600 · Insurance	0	68	272	(204)	25%
9109000 · Reserves					
9109015 · Administrative Reserves	0	0	48,628	(48,628)	0%
9109215 · Admin. Expense to General Fund	0	0	500	(500)	0%
Total 9109000 · Reserves	0	0	49,128	(49,128)	0%
Total Expenditures	0	68	51,100	(51,032)	0%
Net Change in Fund Balance	4,437	8,663	0	8,663	100%

Ovilla Employee Benefit Trust
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget	
	November 2017	'Oct - Nov 2017	Budget	Budget	Thru November
Revenues					
4000991 · Insurance Contributions					
4000991 Insurance Contributions	13,699	44,192	0	44,192	100%
Total 4000991 · Insurance Contributions	13,699	44,192	0	44,192	100%
4000800 - Other Income					
4000840 - Interest Income	1	2	0	2	100%
Total Revenues	13,700	44,194	0	44,194	100%
Expenditures					
5902110 · Benefit Premiums					
5902110 · Benefit Premiums	13,699	44,318	0	44,318	100%
Total 5902110 · Insurance	13,699	44,318	0	44,318	100%
Total Expenditures	13,699	44,318	0	44,318	100%
Net Change in Fund Balance	1	(124)	0	(124)	100%

Ovilla Fire Department Auxiliary
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	November 2017	'Oct - Nov 2017	Budget	Thru November
			Budget	16%
Revenues				
4000800 · Other Revenue				
4000815 · Gifts	75	150	0	150
Total 4000800 · Other Revenue	75	150	0	100%
Total Revenues	75	150	0	100%
Expenditures				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	0	0	0
Total 5333400 · Maintenance Supplies and Parts	0	0	0	0%
Total Expenditures	0	0	0	0%
Net Change in Fund Balance	75	150	0	100%

Ovilla Police Department Special Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget	
	November 2017	'Oct-Nov 2017			
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	0	0	0	0	0.0%
Total 4000800 · Other Revenue	0	0	0	0	0.0%
Total Revenues	0	0	0	0	0.0%
Expenditures					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	0	0	0	0.0%
Total 5232600 · Special Expenses	0	0	0	0	0.0%
Total Expenditures	0	0	0	0	0.0%
Net Income	0	0	0	0	0%



To: Mayor and City Council Members
From: John R. Dean, City Manager
Date: 1/2/2018

Re: City Manager's Monthly Report (December)

Hidden Valley Estates: Preliminary plat was approved by both P&Z and Council. Plans for the Sanitary sewer have been reviewed by Birkhoff and returned to the developer with comments.

12" Waterline through Heritage Park: The bidding process has concluded. The engineer is evaluating bids and checking references on the apparent low bidder. We have a recommendation for your consideration for award at the January Council meeting.

Strategic Plan: Council approved recommendations of the EDC and Park board. The EDC will consider a priority list at the January meeting.

Parks Master Plan: Council approved the recommendations of the EDC and Park board for the development of a Parks Master Plan. The EDC has agreed to fund the Parks Master Plan.

Work Order System: The staff continues to make good use of the system. The COP members have begun using the system to report Code violations as well.

IT Services RFP: We received 3 proposals and evaluated those. Staff has made a recommendation for your consideration at the January meeting.

Integrated Software RFP: We are soliciting proposals for integrated software to be considered for award in February.

Personnel Policy Review: Staff completed a review of the current employee policy manual. We are now in the process of revising the policy to present to Council. No change to the previous monthly report.

Police Jurisdiction at McClatchey Elementary: I have been in contact with MISD and the City Attorney regarding jurisdictional issues with Midlothian PD serving as SRO at McClatchey. I will meet with MISD the first week of December to begin to create a Memorandum of Understanding (MOU) regarding the issues created by Midlothian police department conducting business within the City of Ovilla. We will most likely need a MOU with the City of Midlothian as well.

HOA Dues collection: Following Council action at the December meeting the HOA's are responsible collecting their own dues. We are working with them to ensure a smooth transition.

Street Information:

Cockrell Hill Rd was crack sealed.

Warranty Expiration:

Bryson Manor Phase I-May 2, 2018
Cockrell Hill Road-August 25, 2018
Water Street-December 20, 2018
Lariat Trail-December 20, 2018

Credit Card Service:

The fees were changed following Council approval in December.

Bridge on Shiloh:

I have been in contact with TXDOT regarding the bridge inspection. The bridge has been inspected in 2017. I am waiting on the report to be sent from the state. John Kiser, TXDOT, has not received the final report yet. He has assured me that he will send it as soon as he gets it. No change from previous month.

Upcoming Items

- City Council Meeting – Monday, January 8th, 2018 at 6:00 pm
- City Hall Closed on January 15th, 2018

Respectfully Submitted,

John R. Dean, Jr.
City Manager

Ovilla Municipal Court Report

FY-2017-2018	Total Traffic Cases Filed	State Law Cases Filed	Parking Cases Filed	Penal Code Cases Filed	City Ordinance Cases Filed	Trials	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued
	99	4	0	1	3	0	\$22,685.48	\$12,583.85	\$10,101.63	23
October	37	2	0	4	3	0	\$15,166.44	\$9,252.74	\$5,913.70	12
November	115	0	0	4	0	0	\$13,100.10	\$7,642.71	\$5,457.39	43
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										
Totals	251	6	0	9	6	0	\$50,952.02	\$29,479.30	\$21,472.72	78

2016-2017 FY

December	88	3	0	1	0	0	\$20,907.30	\$11,604.30	\$9,303.00	22
FY Totals	361	6	0	3	12	0	\$50,426.22	\$28,152.65	\$22,273.57	62

		Uncontested Disposition	Defensive Driving	Deferred Disposition	Disposition	Dismissals	Compliance	Trial
	October	40	28	40	6	0		
	November	31	25	28	4	0		
	December	32	21	19	2	0		
January								
February								
March								
April								
May								
June								
July								
August								
September								
Totals	103	74	87	12	0			

FY-2016-2017	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants	Warrants Amount
October	562	\$204,958.08	11	\$4,139.17	
November	548	\$200,183.08	26	\$2,220.87	
December	578	\$210,507.50	13	\$2,029.50	
January					
February					
March					
April					
May					
June					
July					
August					
September					
Totals	50	\$8,389.54			

Code Enforcement Report
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 City Manager John Dean

Subject: **Code Enforcement Monthly Report**

Calls For Service	Dec. 2017	Dec. 2017 YTD	Dec. 2016	
Complaint (Nuis 12,Permit 9,Parking 13)	34	648	36	
Follow up (Nuis 12 Permit 9 Park 13)	34	708	41	
Door Notice (Nui -12, Permit-12, Parking 6)	28	456	25	
Mail Notice (Parking 6 nuisance 4 parkiing 5)	15	297	14	
Posted Property (nuisance 5)	4	105	7	
Court 1 Guilty Parking, 3 FTA	\$199	\$3,157	\$0.00	
Citizen Contacts	41	809	46	
Permits Reviewed	11	235	18	
Permits Issued	8	173	11	
Inspections	9	283	22	
Nuisance Abated by City - 3 Illegal dump	3	19	0	
Nuisance Signs (Garage sale-15 business 24)	47	568	37	
Board of Adjustment none	0	12	0	

OVILLA ANIMAL CONTROL
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 City Manager Mr. John Dean

Subject: Animal Control Monthly Report

Calls For Service	Dec. 2017	Dec. 2017 YTD	Dec. 2016	
Complaint (Regist-12 At Large 5 8 Bark 1)	18	519	44	
Folow up	18	596	56	
Door Notice (Regis-15, Bark 1 at large 2)	17	408	28	
Impounded Animal (Dog 2, 1 cat)	3	71	8	
Animal welfare check	11	80	11	
Impound Results (Transport 2 Ret to own 1)	3	57	8	
Impound fee collected	\$65.00	\$1,235.00	80	
Court()	\$0.00	\$0.00	0	
Citizen Contacts	23	561	38	
Animal registration \$118	9	188	5	
Registration Letter Mailed	23	370	18	
Nuisance Letter Mailed	1	21	1	
Animals released (1Skunk 1 Poss)	2	33	2	
Deceased removed	24	241	17	
Oak Leaf -	0	24	0	
Traps Checked Out	4	54	2	