



City of La Vernia REGULAR CITY COUNCIL MEETING

City Council Chambers of La Vernia City Hall 102 E. Chihuahua Street, La Vernia, Texas 78121

> November 12, 2015 6:30 PM

AGENDA

1. Call to Order

2. Invocation, Pledge of Allegiance, and Texas Pledge (Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).

3. Citizens to be Heard

(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion)

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the October 8, 2015 Regular City Council Meeting
- B. La Vernia Police Department Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of October 2015;
- C. Check Register and financial report for the month of October 2015

5. Presentations

- A. Introduction of Andrew Flores as new Fire Inspector
- B. Presentation from Paul Brunner, La Vernia EMS, regarding updated changes in service and board members

6. Discussion/Action

- A. Discussion and possible action regarding a lease with CommZoom.
- **B.** Discussion and possible action regarding an Installation Agreement with Ferguson Enterprises, Inc.

7. Ordinances

- **A.** Discuss and consider action on amending Solicitors Ordinance to include back ground check.
- B. Discuss and consider action on amending Sign Ordinance to include roof top signs.

8. Discussion Only

- A. Discussion on Proposed Bond Repayment Structure.
- 9. Items Specific to Future Line Items on the Agenda

10. Adjourn

DECORUM REQUIRED

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

The City Council for the City of La Vernia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Governmental Code §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), and §551.086 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia City Council meetings are available to all persons regardless of disability. This facility is wheelchair accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email bporter@lavernia-tx.gov.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on November 9, 2015 at 4:45 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Brittani Porter, City Secretary





City of La Vernia REGULAR CITY COUNCIL MEETING

City Council Chambers of La Vernia City Hall 102 E. Chihuahua Street, La Vernia, Texas 78121

> October 8, 2015 6:30 PM

MINUTES

- 1. Call to Order Mayor Gregory called the meeting to order at 6:30 PM.
- **2. Invocation, Pledge of Allegiance, and Texas Pledge** *Invocation was given by Councilwoman Moczygemba. All in attendance cited the Pledge of Allegiance and Texas Pledge.*

Councilwoman Marie Gerlich was absent from the meeting.

3. Citizens to be Heard

(At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. A time limit of three minutes per speaker is permitted; the council may extend this time at their discretion)

Beth Ware spoke on behalf of bringing a community garden to the City of La Vernia. She stated flourish brings a sense of community and could make the community whole again. There have been several comments on Facebook from individuals who are stating they miss the community togetherness and feel of La Vernia. Mrs. Ware believes that have a community garden would bring people even closer together. Her ideas for the community garden in memory in honor of our first responders. Plant swap page has a lot of the community gardeners jazzed about this idea. Mayor Gregory stated the he was never opposed to it but will get her in touch with some other parties that are interested in this same idea as well. There are a couple moving pieces to this that need to take place, in which we will follow up with her and provide some contact information to Mrs. Ware.

4. Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

- A. Minutes from the August 27, 2015 Joint City Council & MDD Budget Workshop Meeting
- B. Minutes from the September 10, 2015 Regular City Council Meeting
- C. Minutes from the September 22, 2015 Council Workshop
- D. La Vernia Police Department Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of September 2015;
- E. Check Register and financial report for the month of September 2015

MOTION: Councilwoman Moczygemba made the motion to approve consent agenda items. Seconded by Councilman Cormier. Motion passed: 4-0

5. Presentation

A. Presentation from Sarah Wood, Hues for Humanity, regarding a 5K Color Run.

Mrs. Sarah Woods presented to council the Hues for Humanity 5K Color Run that she would like to hold at the La Vernia City Park on January 9th 2016. She anticipates to make an annual event out of the event with all proceeds benefiting an organization call Kids Hope Ethiopia. Kids Hope Ethiopia first began in Canada as Canadian Humanitarian Organization for International Relief (Canadian Humanitarian), which is a non-religious, non-political, registered Canadian Charity. They are dedicated to assisting disadvantaged children, their families and communities break free from the cycle of poverty. The ultimate goal is to make it a Wilson County event and extend it out to surrounding cities. Mrs. Woods would like to make it a festival event that models previous runs that have been held in the city.

Council stated they would not have an issue with an event that proposes good causes to the community.

B. Presentation from Paul Brunner, La Vernia EMS, regarding update to changes in board members and services.

Paul Brunner was not available for the meeting.

Council recessed at 7:03 PM and reconvened at 7:12 PM.

6. Discussion/Action

A. Discussion and possible action regarding hiring a Part-Time Fire Inspector for the City of La Vernia

Right now we are adhering to a national code but currently do not have anyone that goes out and makes sure that these individuals are following code. Councilwoman Moczygemba stated we really need to hire this position and it would be an added bonus to have them do code enforcement.

MOTION: Councilman Schott made the motion to hire a Part-Time Fire Inspector for the City of La Vernia. Seconded by Councilwoman Moczygemba. Motion passed 4-0

B. Discuss and approve engaging Frost Bank Capital Markets to serve as financial advisor.

Victor Quiroga with Frost Bank, requested to have an opportunity to serve the City of La Vernia as our Financial Advisor. He would try and get the city the lowest interest rates possible. The highlight to the contract, which is described more as a non-binding contract, would be that the city can opt out of the contract without engaging in any penalties.

MOTION: Councilman Schott made the motion to approve engaging Frost Bank Capital Markets to serve as the financial advisor. Seconded Cormier 4-0

C. Discussion and possible action regarding appointing Mayor Gregory to the Wilson County Central Appraisal District Board of Directors for the years 2016 & 2017.

MOTION: Councilman Schott made the motion to appoint Mayor Gregory to the Wilson County Central Appraisal District Board of Director. Seconded by Councilman Doege. Motion passed 4-0.

7. Resolutions

A. Discuss and approve a resolution directing publication of notice of intention to issue City of La Vernia, Texas combination tax and revenue Certificates of Obligation.

Victor Quiroga of Frost Bank, presented to Council the Financial Advisory Contract and a slide presentation regarding the financial plan which was explained page by page. Mr. Quiorga anticipates an interest rate of 1.25%, for the meters, in which the city would be under that threshold once the rates are locked in at the end of the year and a 3.75% interest rate for the other infrastructures. Public Notice publications will be put in the paper around November.

MOTION: Councilwoman Moczygemba made the motion to approve a resolution directing publication of notice of intention to issue City of La Vernia, Texas combination tax and revenue Certificates of Obligation. Seconded by Councilman Cormier. Motion passed 4-0.

- 8. Items Specific to Future Line Items on the Agenda
 - Solicitors Ordinance
 - TABC License request for Mayor & Chief of Police to review prior to approval
 - Park
- **9. Adjourn** Councilman Doege made the motion to adjourn. Seconded by Councilman Cormier. Meeting was adjourned at 7:13 PM.

PASSED AND	APPROVED	THIS 12th	DAY OF	NOVEMBER	2015
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Robert Gregory, Mayor	
Brittani Porter, City Secretary	

La Vernia Police Department Enforcement Statistics Oct 2015

Case Type Criminal Complaints Incident		20 39	33.89% 66.10%
nicident	Total	59	100.00%
CRIMINAL COMPLAINT - Offense Code			
ASSAULT CLASS C BURGLARY OF BUILDING BURGLARY OF VEHICLE CRIMINAL MISCHIEF >=\$50<\$500 CRIMINAL TRESPASS DISORDERLY CONDUCT CLASS C DRIVING W/LIC INV W/PREV CONV/SUSP/W/O FIN I FICTITIOUS LIC PLATES\REGISTRATION STICKER HARASSMENT INTERFER W/CHILD CUSTODY POSS DRUG PARAPHERNILIA POSS MARIJ <20Z PUBLIC INTOXICATION THEFT THEFT CLASS C - SHOPLIFTING	-	1 1 3 1 1 1 1 3 1 2 1 1 1 1 1	5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 5.00% 15.00% 5.00% 5.00% 5.00% 5.00% 5.00%
*	Total	20	100.00%
INCIDENT - Offense Code			
ACCIDENT INVOLVING DAMAGE TO VEH ALARM ASSIST OTHER AGENCY DISTURBANCE INCIDENT INFO PRIVATE PROPERTY ACCIDENT SUSPICIOUS VEHICLE/PERSON WARRANT ARREST		6 2 7 4 1 9 5 4	15.38% 5.12% 17.94% 10.25% 2.56% 23.07% 12.82% 10.25% 2.56%%
	Total	47	100.00%
Citations	9		
VIOLATIONS WARNINGS		91 56	61.90% 38.10%
	Total	147	100.00%

Bruce Ritchey Chief of Police

	Vendor	# Invoice # Name Account Number	Description PC	Number Account Des	1099 cription	Date Due Date Paid	Total Amount Transaction # Amount Action	Check-Acct Trans-MMYY	Inv Date Claim-Number Project-Number
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Check Register History

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20273 Vendor Name= J & K UTILITY SERVICES LLC* Check Date= 10/15/2015 Check Amount=

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	15 GVEC*	1768-10	40-540-290		No	10/22/2015 10/22/2015	2462. 202		2 10/2015	10/21/2015
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	30 VERIZO	446285609632807 N SOUTHWEST*	FINAL BILL	40-540-240	No	10/22/2015 10/22/2015		.43 280 C	2 10/2015	10/21/2015
		Image: \\SERVER20 40-200-010		DATA\Images\20 ACCOUNTS PAYA		-15\201510201	2.43 Li		6	
	30 VERIZO	446285609633608 N SOUTHWEST*	FINAL BILL	40-540-240	No	10/22/2015 10/22/2015		.43 280 C	2 10/2015	10/21/2015
		Image: \\SERVER20 40-200-010		DATA\Images\20 ACCOUNTS PAYA		-15\201510201	151524556.pd 2.43 Li	f ability		

	or # Invoice # or Name Account Number	Description PO Number Account D	1099 Description	Date Paid Tra	otal Amount Check-Acct ansaction # Trans-MMYY ount Action	Inv Date Claim-Number Project-Number
30 VERIZ	446285609635210 CON SOUTHWEST*	FINAL BILL 40-540-240	No	10/22/2015 10/22/2015	2.43 2 20280 C 10/2015	10/21/2015
	Image: \\SERVER20 40-200-010	14\Frey\BUCS\DATA\Images\ ACCOUNTS PAY			43786.pdf 2.43 Liability	
30 VERIZ	446285609636000 CON SOUTHWEST*	FINAL BILL 40-540-240	No	10/22/2015 10/22/2015	3.31 2 20280 C 10/2015	10/21/2015
	Image: \\SERVER20 40-200-010	14\Frey\BUCS\DATA\Images\ ACCOUNTS PAY			02690.pdf 3.31 Liability	
*** Check-	-Number= 20280	Vendor Name= VERIZON SOUT	THWEST*	Check Date= 1	0/22/2015 Check Amount=	19.46***
40 FERGU	0744907 JSON*	PARTS AND SUPPLIES	No	10/29/2015 10/29/2015	4892.86 2 20281 C 10/2015	10/27/2015 Void
	Image: \\SERVER20 40-200-010	14\Frey\BUCS\DATA\Images\ ACCOUNTS PAN			35411.pdf 2.86 Liability	
40 FERG	0744921 JSON*	PARTS AND SUPPLIES	No	10/29/2015 10/29/2015	789.32 2 20281 C 10/2015	10/28/2015 Void
	Image: \\SERVER20 40-200-010	14\Frey\BUCS\DATA\Images\ ACCOUNTS PAY			41465.pdf 9.32 Liability	
40 FERG	0744930 USON*	PARTS AND SUPPLIES	No	10/29/2015 10/29/2015	1650.00 2 20281 C 10/2015	10/27/2015 Void
	Image: \\SERVER20 40-200-010	14\Frey\BUCS\DATA\Images\ ACCOUNTS PA			48114.pdf 0.00 Liability	
40 FERG	20151028-1 USON*	WATER BILL POSTAGE	No	10/29/2015 10/29/2015	179.40 2 20281 C 10/2015	10/28/2015 Void
	Image: \\SERVER20 40-200-010	114\Frey\BUCS\DATA\Images ACCOUNTS PA			11899.pdf 19.40 Liability	
*** Check	-Number= 20281	Vendor Name= FERGUSON*		Check Date= 1	.0/29/2015 Check Amount=	7,511.58***
260 MATT	20151023-1 ERN, HELEN*	WATER DEPOSIT REFUND A	CCOUNT 251 No	10/29/2015 10/29/2015	22.00 2 20282 C 10/2015	10/23/2015
	Image: \\SERVER20 40-200-010	014\Frey\BUCS\DATA\Images ACCOUNTS PA			110680.pdf 22.00 Liability	
*** Check	-Number= 20282	Vendor Name= MATTERN, HE	LEN*	Check Date= 1	10/29/2015 Check Amount=	22.00***
86 THE	48149 PRINT SHOP*	W-2 /1099 FORMS W/S CH	ECKS No	10/29/2015 10/29/2015	333.23 2 20283 C 10/2015	10/23/2015
	Image: \\SERVER20 40-200-010	D14\Frey\BUCS\DATA\Images ACCOUNTS PA			353812.pdf 33.23 Liability	
*** Check	-Number= 20283	Vendor Name= THE PRINT S	HOP*	Check Date= 1	10/29/2015 Check Amount=	333.23***

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Vendor # Inv Vendor Name Accou	pice # Des	cription PO Number Account Desc	1099			Check-Acct Trans-MMYY	Inv Date Claim-Number Project-Number
29 201		MIT #7 RENEWAL		10/29/2015 10/29/2015	225.00 20284 C	2 10/2015	10/27/2015
Image 40-20		ey\BUCS\DATA\Images\20 ACCOUNTS PAYAB		15\2015102716	53632978.pdf 225.00 Liabilit	у	
*** Check-Number=	20284 Vendo	r Name= UNITED STATES	POSTAL SERVICE*	Check Date=	= 10/29/2015 Che	eck Amount=	225.00***
40 074 FERGUSON*	4907-1 PAR	TS AND SUPPLIES	No	10/28/2015 10/28/2015	4892.86 20285 C	2 10/2015	10/28/2015
	: \\SERVER2014\Fr 0-010	ey\BUCS\DATA\Images\20 ACCOUNTS PAYAB		15\2015102716 4,	63541465.pdf 892.86 Liabili	су	
40 074 FERGUSON*	4921-1 PAR	RTS AND SUPPLIES	No	10/28/2015 10/28/2015	789.32 20285 C	2 10/2015	10/28/2015
	: \\SERVER2014\Fr 0-010	ey\BUCS\DATA\Images\20 ACCOUNTS PAYAB	15 Checks\10-29- LE	15\2015102710	63535411.pdf 789.32 Liabili	ty	
40 074 FERGUSON*	4930-01 PAR	RTS AND SUPPLIES	No	10/28/2015 10/28/2015	1650.00 20285 C	2 10/2015	10/28/2015
	: \\SERVER2014\Fr 0-010	ey\BUCS\DATA\Images\20 ACCOUNTS PAYAB			63548114.pdf ,650.00 Liabili	ty	
*** Check-Number=	20285 Vendo	or Name= FERGUSON*		Check Date	= 10/28/2015 Ch	eck Amount=	7,332.18***
7.0	51028-1 POS S POSTAL SERVICE*	STAGE FOR WATER BILLS	No	10/28/2015 10/28/2015	179.40 20286 C	2 10/2015	10/28/2015
•	: \\SERVER2014\Fr 00-010	cey\BUCS\DATA\Images\20 ACCOUNTS PAYAB		15\201510281	21811899.pdf 179.40 Liabili	ty	
*** Check-Number	= 20286 Vendo	or Name= UNITED STATES	POSTAL SERVICE*	Check Date	= 10/28/2015 Ch	eck Amount=	179.40***
	015 ANN HOMAS & MARIBEL*	NUAL RESERVATION FEE -	WELL SITE	10/30/2015 10/30/2015	5000.00 20287 C	2 09/2015	10/30/2015
40-2	00-010	ACCOUNTS PAYAR	BLE	5	,000.00 Liabili	ty	
*** Check-Number	= 20287 Vendo	or Name= CALLAWAY, THOM	MAS & MARIBEL*	Check Date	= 10/30/2015 Ch	eck Amount=	5,000.00***
22 20 SECURITY ON		ARM SERVICE 10/2015	No	10/01/2015 10/01/2015	54.00 30534 C	1 10/2015	09/30/2015
	e: \\SERVER2014\F:	rey\BUCS\DATA\Images\20 ALARM SERVICES		.5\2015093009	4919928.pdf 54.00 Expense		
*** Check-Number		or Name= SECURITY ONE*		Check Date	= 10/01/2015 Ch	eck Amount=	54.00***

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Vendor # Invoice # Vendor Name Account Number	Description PO Number 1099 Account Description	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY Amount Action	Inv Date Claim-Number Project-Number
4 20151002-1 CRASHER, BRYAN*	LVISD	10/02/2015 657.50 1 10/02/2015 30536 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Checks\ COPS LVISD CONTRACT PAY	10-1-15\20151002110009414.pdf 657.50 Expense	
*** Check-Number= 30536	Vendor Name= CRASHER, BRYAN*	Check Date= 10/02/2015 Check Amount=	657.50***
16 20151002-1 FAHNERT, HENRY*	LVISD	10/02/2015 320.00 1 10/02/2015 30537 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Checks\ COPS LVISD CONTRACT PAY		
*** Check-Number= 30537	Vendor Name= FAHNERT, HENRY*	Check Date= 10/02/2015 Check Amount=	320.00***
58 20151002-1 FOWLER, CURTIS*	LVISD	10/02/2015 125.00 1 10/02/2015 30538 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Checks\ COPS LVISD CONTRACT PAY		
*** Check-Number= 30538	Vendor Name= FOWLER, CURTIS*	Check Date= 10/02/2015 Check Amount=	125.00***
232 7123 IWORQ SYSTEM*	SET UP COST	10/02/2015 5800.00 1 10/02/2015 30539 C 10/2015	10/02/2015
Image: \\SERVER2 10-500-270	014\Frey\BUCS\DATA\Images\2015 Checks\ TECHNOLOGY/SOFTWARE UPG	\10-1-15\20151002105925265.pdf RADES 5,800.00 Expense	
*** Check-Number= 30539	Vendor Name= IWORQ SYSTEM*	Check Date= 10/02/2015 Check Amount=	5,800.00***
13 20151002-1 KEIL, DONALD*	LVISD	10/02/2015 680.00 1 10/02/2015 30540 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Checks COPS LVISD CONTRACT PAY		
*** Check-Number= 30540	Vendor Name= KEIL, DONALD*	Check Date= 10/02/2015 Check Amount=	680.00***
97 20151002-1 PATTY, CHARLES R*	LVISD	10/02/2015 125.00 1 10/02/2015 30541 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Checks COPS LVISD CONTRACT PAY		
*** Check-Number= 30541	Vendor Name= PATTY, CHARLES R*	Check Date= 10/02/2015 Check Amount=	125.00***
9 20151002-1 PITTS, DANNY*	LVISD	10/02/2015 755.00 1 10/02/2015 30542 C 10/2015	10/02/2015
Image: \\SERVER2 10-520-479	2014\Frey\BUCS\DATA\Images\2015 Checks COPS LVISD CONTRACT PAY		
*** Check-Number= 30542	Vendor Name= PITTS, DANNY*	Check Date= 10/02/2015 Check Amount=	755.00***

Vendor # Invoice # Vendor Name	Description PO Number 1099	Date Due Total Amount Check-Amount Date Paid Transaction # Trans-Mi	
Account Number	Account Descripti	on Amount Action	110,000 114
3 20151002-1 RITCHEY, BRUCE*	LVISD	10/02/2015 917.50 1 10/02/2015 30543 C 10/20	
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Che COPS LVISD CONTRACT		
*** Check-Number= 30543	Vendor Name= RITCHEY, BRUCE*	Check Date= 10/02/2015 Check Amount	nt= 917.50***
56 20151002-1 RODRIGUEZ, ROBERT*	LVISD	10/02/2015 750.00 1 10/02/2015 30544 C 10/20	
Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\2015 Che COPS LVISD CONTRACT		
*** Check-Number= 30544	Vendor Name= RODRIGUEZ, ROBERT*	Check Date= 10/02/2015 Check Amou	nt= 750.00***
167 20151007-1 BURGESS, PAULA*	PER DIEM TCCA CONFERENCE ALLEN No	TX 10/08/2015 100.00 1 10/08/2015 30545 C 10/20	10/07/2015 15
Image: \\SERVER2 10-515-450	2014\Frey\BUCS\DATA\Images\2015 Che EMPLOYEE TRAINING	ecks\10-8-15\20151007161304895.pdf 100.00 Expense	
*** Check-Number= 30545	Vendor Name= BURGESS, PAULA*	Check Date= 10/08/2015 Check Amou	nt= 100.00***
18 20151007-1 CANTU, MIKE*	MC- XMAS SAVINGS Yes	10/08/2015 1200.00 1 10/08/2015 30546 C 10/20	10/07/2015 15
Image: \\SERVER2 10-200-102	2014\Frey\BUCS\DATA\Images\2015 Che MC - XMAS SAVE	ecks\10-8-15\20151007161055143.pdf 1,200.00 Liability	
*** Check-Number= 30546	Vendor Name= CANTU, MIKE*	Check Date= 10/08/2015 Check Amou	nt= 1,200.00***
101 4576 CTS CONSOLIDATED TELECO	REPAIR HANDHELD OME SERVICES, No	10/08/2015 42.50 1 10/08/2015 30547 C 10/20	10/06/2015 15
Image: \\SERVER2 10-520-620	2014\Frey\BUCS\DATA\Images\2015 Che VEHICLE REPAIR	ecks\10-8-15\20151006121342200.pdf 42.50 Expense	
*** Check-Number= 30547	Vendor Name= CTS CONSOLIDATED TEL	LECOME SERV Check Date= 10/08/2015 Check Amou	nt= 42.50***
84 14938 DONALD R. FREY & COMPA	YEAR SUPPORT FOR BUCS AND CHIPS NY INC* No	10/08/2015 3491.58 1 10/08/2015 30548 C 10/20	01/01/2015
Image: \\SERVER: 10-510-270	2014\Frey\BUCS\DATA\Images\2015 Che TECHNOWLEDGE/SOFTWAH		
*** Check-Number= 30548	Vendor Name= DONALD R. FREY & COM	MPANY INC* Check Date= 10/08/2015 Check Amou	nt= 3,491.58***
14 132 FELPS*	MONTHLY SERVICE	10/08/2015 705.86 1 10/08/2015 30549 C 10/20	
Image: \\SERVER: 10-510-290	2014\Frey\BUCS\DATA\Images\2015 Che UTILITIES	ecks\10-8-15\20151006121159454.pdf 705.86 Expense	
*** Check-Number= 30549	Vendor Name= FELPS*	Check Date= 10/08/2015 Check Amou	nt= 705.86***

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Vendor # Invoice # Vendor Name	Description PO Number	1099		Total Amount Check-Acct ransaction # Trans-MMYY	Inv Date Claim-Number Project-Number
Account Number	Account De	escription	A	mount Action	
255 20151007-1 GRACE BIBLE CHURCH OF L	REFUND PARK APPLICATION A VERNIA*	FEE No	10/08/2015 10/08/2015	35.00 1 30550 C 10/2015	10/07/2015
Image: \\SERVER2 10-400-050	014\Frey\BUCS\DATA\Images\ PARK USE INC			49816.pdf 35.00 Revenue	
*** Check-Number= 30550	Vendor Name= GRACE BIBLE	CHURCH OF LA VERNI	Check Date=	10/08/2015 Check Amount=	35.00***
34 301 GREATER LA VERNIA CHAMB	ANNUAL MEMBERSHIP ER OF COMMER	No	10/08/2015 10/08/2015	150.00 1 30551 C 10/2015	10/06/2015
Image: \\SERVER2 10-510-230	014\Frey\BUCS\DATA\Images\: DUES AND SUB			28464.pdf 50.00 Expense	
*** Check-Number= 30551	Vendor Name= GREATER LA V	ERNIA CHAMBER OF C	Check Date=	10/08/2015 Check Amount=	150.00***
225 20151006-1 H & H BODY REPAIR*	2015 TAHOE APINT LIGHT	PANELS No	10/08/2015 10/08/2015	75.00 1 30552 C 10/2015	10/06/2015
Image: \\SERVER2 10-520-620	014\Frey\BUCS\DATA\Images\ VEHICLE REPA			23563.pdf 75.00 Expense	
*** Check-Number= 30552	Vendor Name= H & H BODY R	EPAIR*	Check Date=	10/08/2015 Check Amount=	75.00***
43 294832 KNIGHT OFFICE SOLUTIONS	COPIER *	No	10/08/2015 10/08/2015	241.18 1 30553 C 10/2015	10/06/2015
Image: \\SERVER2 10-510-212	014\Frey\BUCS\DATA\Images\ OFFICE EQUIP			53959.pdf 41.18 Expense	
*** Check-Number= 30553	Vendor Name= KNIGHT OFFIC	E SOLUTIONS*	Check Date=	10/08/2015 Check Amount=	241.18***
72 20151007-1 LA VERNIA MILLS INC*	PARTS	No	10/08/2015 10/08/2015	96.35 1 30554 C 10/2015	10/07/2015
Image: \\SERVER2 10-530-655	014\Frey\BUCS\DATA\Images\ REPAIR AND M			00686.pdf 96.35 Expense	
*** Check-Number= 30554	Vendor Name= LA VERNIA MI	LLS INC*	Check Date=	10/08/2015 Check Amount=	96.35***
44 0390903-400903 LA VERNIA NEWS*	PUBLIC NOTICES	No	10/08/2015 10/08/2015	72.00 1 30555 C 10/2015	10/06/2015
Image: \\SERVER2 10-510-490 10-510-490	014\Frey\BUCS\DATA\Images\ ADS ADS	2015 Checks\10-8-1		57005.pdf 36.00 Expense 36.00 Expense	
*** Check-Number= 30555	Vendor Name= LA VERNIA NE	WS*	Check Date=	10/08/2015 Check Amount=	72.00***
254 46-20151001-1 LVWIFI.COM*	MONTHLY SERVICE	No	10/08/2015 10/08/2015	50.00 1 30556 C 10/2015	10/06/2015
Image: \\SERVER2	014\Frey\BUCS\DATA\Images\ TECHNOWLEDGE	2015 Checks\10-8-1 /SOFTWARE UPGRADES		35801.pdf 50.00 Expense	

	Vendor # Invoice # Vendor Name Account Number	Description PO Number 1099 Account Description	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY Amount Action	Inv Date Claim-Number Project-Number
***	Check-Number= 30556	Vendor Name= LVWIFI.COM*	Check Date= 10/08/2015 Check Amount=	50.00***
	135 0006 MCGUFFIN, MONTY*	HEALTH INSPECTION 9/30/15 Yes	10/08/2015 600.00 1 10/08/2015 30557 C 10/2015	10/08/2015
	Image: \\SERVER2 10-510-435	014\Frey\BUCS\DATA\Images\2015 Checks\10-8- FOOD LICENSE EXPENSE	-15\20151008092041132.pdf 600.00 Expense	
***	Check-Number= 30557	Vendor Name= MCGUFFIN, MONTY*	Check Date= 10/08/2015 Check Amount=	600.00***
	222 20151007-1 MUNICODE*	MUNICODE No	10/08/2015 56.00 1 10/08/2015 30558 C 10/2015	10/07/2015
	Image: \\SERVER2 10-500-425	2014\Frey\BUCS\DATA\Images\2015 Checks\10-8- MUNI CODES	-15\20151007161155526.pdf 56.00 Expense	
***	Check-Number= 30558	Vendor Name= MUNICODE*	Check Date= 10/08/2015 Check Amount=	56.00***
	140 20151007-1 OMNIBASE SERVICES OF TE	3RD QUARTER-2015 EXAS, LP* No	10/08/2015 126.00 1 10/08/2015 30559 C 10/2015	10/07/2015
	Image: \\SERVER2 10-515-474	014\Frey\BUCS\DATA\Images\2015 Checks\10-8- OMNI COLLECTION	-15\20151007161234038.pdf 126.00 Expense	
***	Check-Number= 30559	Vendor Name= OMNIBASE SERVICES OF TEXAS,	LP Check Date= 10/08/2015 Check Amount=	126.00***
	47 73570 SNOWS VEHICLE CENTER*	VEHICLE REPAIRS No	10/08/2015 174.29 1 10/08/2015 30560 C 10/2015	10/06/2015
	Image: \\SERVER2 10-520-620	014\Frey\BUCS\DATA\Images\2015 Checks\10-8- VEHICLE REPAIR	-15\20151006121405254.pdf 174.29 Expense	
***	Check-Number= 30560	Vendor Name= SNOWS VEHICLE CENTER*	Check Date= 10/08/2015 Check Amount=	174.29***
	208 276705 STALKER RADAR*	DUAL STALKER RC	10/08/2015 228.00 1 10/08/2015 30561 C 10/2015	10/06/2015
	Image: \\SERVER2 10-520-690	2014\Frey\BUCS\DATA\Images\2015 Checks\10-8- EQUIPMENT PURCHASES	-15\20151006121255050.pdf 228.00 Expense	
***	Check-Number= 30561	Vendor Name= STALKER RADAR*	Check Date= 10/08/2015 Check Amount=	228.00***
	70 3499 TEXAS POLITICAL SUBDIVI	10/14-10/15 WORKERS COMP CSIONS* No	10/08/2015 2506.00 1 10/08/2015 30562 C 10/2015	10/06/2015
	Image: \\SERVER2 10-520-320 10-530-320 10-510-320 10-515-320	2014\Frey\BUCS\DATA\Images\2015 Checks\10-8- WORKERS COMP INSURANCE WORKERS COMP INSURANCE WORKERS COMP INSURANCE WORKERS COMP INSURANCE	-15\20151006120932057.pdf 1,000.00 Expense 846.00 Expense 600.00 Expense 60.00 Expense	

	Vendor Vendor		Description	PO Number	1099		Total . Transac	tion #	Check-Acct Trans-MMYY	Inv Date Claim-Number Project-Number
		Account Number		Account Des	scription		Amount	Action		
	70 TEXAS	3714 POLITICAL SUBDIVISI		WORKERS COMP	No	10/08/2015 10/08/2015	9	241.38 30562 C	1 10/2015	10/06/2015
		Image: \\SERVER201 10-510-320 10-515-320 10-500-320 10-520-320 10-530-320		DATA\Images\20 WORKERS COMP I WORKERS COMP I WORKERS COMP I WORKERS COMP I	INSURANCE INSURANCE INSURANCE INSURANCE	7,	250.32 60.75 104.64 036.64	pdf Expense Expense Expense Expense Expense		
	70 TEXAS	3714-02 POLITICAL SUBDIVISI		WORKERS COMP	No	10/08/2015 10/08/2015		153.07 30562 C	1 10/2015	10/06/2015
		Image: \\SERVER201 12-500-320		DATA\Images\20 WORKERS COMP 1		5\20151006120		pdf Expense		
k *	Check-N	umber= 30562 V	endor Name=	TEXAS POLITICA	AL SUBDIVISIONS*	Check Date	= 10/08/	2015 Che	eck Amount=	11,900.45***
	25 TML-IE	20151007-1 BP*	OCT 2015 IN	ISURANCE	No	10/08/2015 10/08/2015	5	168.82 30563 C	1 10/2015	10/07/2015
		Image: \\SERVER201 10-215-145		DATA\Images\20 MEDICAL PAYABI				pdf Liabilit	су	
	25 TML-IE	20151007-2 BP*	OCT 2015 IN	ISURANCE	No	10/08/2015 10/08/2015		730.28 30563 C	1 10/2015	10/07/2015
		Image: \\SERVER201 12-215-146		DATA\Images\20 MEDICAL PAYABI		5\2015100716		pdf Liabilit	СУ	
* *	Check-N	 umber= 30563 V	endor Name=	TML-IEBP*		Check Date	= 10/08/	2015 Che	eck Amount=	5,899.10***
	26 TML-IF	8227-1 RP*	STATEMENT 1	5/16	No	10/08/2015 10/08/2015	4	291.00 30564 C	1 10/2015	10/06/2015
		Image: \\SERVER201 10-510-310 10-520-310 10-530-310		PROPERTY & LIA	015 Checks\10-8-1 ABILITY INSURANCE ABILITY INSURANCE ABILITY INSURNACE	2	622.00 ,327.00	pdf Expense Expense Expense		
	26 TML-IF	8227-2 RP*	STATEMENT 1	15/16	No	10/08/2015 10/08/2015		179.00 30564 C	1 10/2015	10/06/2015
		Image: \\SERVER201 12-500-310	4\Frey\BUCS\		015 Checks\10-8-1 ABILITY INSURANCE			pdf Expense		
* *	Check-N	Number= 30564 V	endor Name=	TML-IRP*		Check Date	= 10/08/	/2015 Ch	eck Amount=	4,470.00***
	31 VERIZO	623410655-10 ON WIRELESS*	MONTHLY SEF	RVICE	No	10/08/2015 10/08/2015		614.20 30565 C	1 10/2015	10/06/2015
		Image: \\SERVER201 10-510-270 10-520-270		TECHNOWLEDGE/	015 Checks\10-8-1 SOFTWARE UPGRADES FTWARE UPGRADES		386.26	pdf Expense Expense		

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Vendor # Invoice # Vendor Name Account Number	Description PO Number 10 Account Descri		Total Amount Check-Acc Transaction # Trans-MMY Amount Action	
*** Check-Number= 30565	Vendor Name= VERIZON WIRELESS	* Check Date	= 10/08/2015 Check Amount	= 614.20***
153 1151400916 WILSON COUNTY NEWS*	PUBLIC NOTICE	10/08/2015 0 10/08/2015	18.80 1 30566 C 10/2015	
Image: \\SERVER2 10-530-920	014\Frey\BUCS\DATA\Images\2015 MISCELLANEOUS EX		1213012.pdf 18.80 Expense	
*** Check-Number= 30566	Vendor Name= WILSON COUNTY NE	WS* Check Date	= 10/08/2015 Check Amount	18.80***
71 081320656 XEROX CORPORATION*	COPIER	10/08/2015 o 10/08/2015	189.15 1 30567 C 10/2015	
Image: \\SERVER2 10-510-212	014\Frey\BUCS\DATA\Images\2015 OFFICE EQUIPMENT		1040848.pdf 189.15 Expense	
*** Check-Number= 30567	Vendor Name= XEROX CORPORATIO	N* Check Date	= 10/08/2015 Check Amount	= 189.15***
1 219542 AFLAC*	10/15 INVOICE	10/15/2015 o 10/15/2015	507.12 1 30568 C 10/2015	
Image: \\SERVER2 10-200-145 10-200-146	014\Frey\BUCS\DATA\Images\2015 AFLAC POST TAX P AFLAC PRE TAX PA	AYABLE	84740306.pdf 184.20 Liability 322.92 Liability	
*** Check-Number= 30568	Vendor Name= AFLAC*	Check Date	= 10/15/2015 Check Amount	507.12***
64 20151013-1 COMPTROLLER OF PUBLIC F	QUARTER ENDING 9/30/15 CCOUNTS*	10/15/2015 10/15/2015	5426.31 1 30569 C 10/2015	
Image: \\SERVER2 10-515-550	014\Frey\BUCS\DATA\Images\2015 STATE COURT COST		84758258.pdf ,426.31 Expense	
*** Check-Number= 30569	Vendor Name= COMPTROLLER OF P	UBLIC ACCOUNTS Check Date	= 10/15/2015 Check Amount	5,426.31***
4 20151015-1 CRASHER, BRYAN*		10/15/2015 Yes 10/15/2015	995.00 1 30570 C 10/2015	
Image: \\SERVER2 10-520-479	2014\Frey\BUCS\DATA\Images\2015 COPS LVISD CONTR		04456431.pdf 995.00 Expense	
*** Check-Number= 30570	Vendor Name= CRASHER, BRYAN*	Check Date	= 10/15/2015 Check Amount	995.00***
12 26883748016-10 DIRECT TV*		10/15/2015 lo 10/15/2015		
Image: \\SERVER: 10-520-270	2014\Frey\BUCS\DATA\Images\2015 TECHNOLOGY/SOFTW		.35502864.pdf 50.99 Expense	
*** Check-Number= 30571	Vendor Name= DIRECT TV*	Check Date	e= 10/15/2015 Check Amoun	t= 50.99***

Vendor Vendor	# Invoice # Name Account Number		Number Account Desc	1099		Total Amount Transaction # Amount Action	Trans-MMYY	Inv Date Claim-Number Project-Number
84 DONALD	14570 R. FREY & COMPANY	PAYMENT IN FUL INC*			10/15/2015 10/15/2015	17135.00 30572	1 C 10/2015	10/13/2015
	Image: \\SERVER20 10-510-270			15 Checks\10-15-1 OFTWARE UPGRADES		35752821.pdf ,135.00 Expen	se	
*** Check-N	umber= 30572	/endor Name= DON	ALD R. FREY	& COMPANY INC*	Check Date	= 10/15/2015	Check Amount=	17,135.00***
250 DREAMI	2015-35865 NG TREE TECHNOLOGY	SONIC WALL , INC.*			10/15/2015 10/15/2015	80.00 30573		10/13/2015
	Image: \\SERVER20 10-510-270			15 Checks\10-15-3 OFTWARE UPGRADES		84556762.pdf 80.00 Expen	se	
*** Check-N	umber= 30573	Vendor Name= DRE	AMING TREE	TECHNOLOGY, INC.	Check Date	= 10/15/2015	Check Amount=	80.00***
257 EZTASK	NSE2083 .COM, INC.*	WEBSITE SET UP			10/15/2015 10/15/2015	2795.00 30574	1 C 10/2015	10/13/2015
	Image: \\SERVER20 10-510-270			15 Checks\10-15-1 OFTWARE UPGRADES		84844344.pdf ,795.00 Expen	se	
*** Check-N	umber= 30574	Vendor Name= EZ7	ASK.COM, INC	,*	Check Date	= 10/15/2015	Check Amount=	2,795.00***
16 FAHNER	20151015-1 T, HENRY*	LVISD		Yes	10/15/2015 10/15/2015	605.00 30575		10/15/2015
	Image: \\SERVER20 10-520-479		'A\Images\20 'S LVISD CON		15\201510151	04456431.pdf 605.00 Expen	se	
*** Check-N	umber= 30575	Vendor Name= FA	INERT, HENRY	*	Check Date	= 10/15/2015	Check Amount=	605.00***
248 FEDEX*	5-184-83711	SHIPPING FEE		No	10/15/2015 10/15/2015	29.94 30576	1 C 10/2015	10/14/2015
	Image: \\SERVER20 10-510-260		PA\Images\20 STAGE	15 Checks\10-15-	15\201510141	35445532.pdf 29.94 Expen	se	
*** Check-N	umber= 30576	Vendor Name= FE	EX*		Check Date	= 10/15/2015	Check Amount=	29.94***
256 GRANTW	20151013-1 ORKS*	2015 APPLICA	TIONS FOR PA	RKS GRANT No	10/15/2015 10/15/2015	3000.00 30577		10/13/2015
	Image: \\SERVER20 10-510-755	-	FA\Images\20 FY PARK	15 Checks\10-15-		84838355.pdf ,000.00 Exper	ise	
*** Check-N	umber= 30577	Vendor Name= GRA	ANTWORKS*		Check Date	= 10/15/2015	Check Amount=	3,000.00***
96 GRIFFI	20151015-1 N, YVONNE*	TABLET AND PHO	ONE COVERS	No	10/15/2015 10/15/2015	62.94 30578		10/15/2015
	Image: \\SERVER20		FA\Images\20 FICE EXPENSE		15\201510151	13244239.pdf 62.94 Exper	ıse	
*** Check-N	umber= 30578	Vendor Name= GR	IFFIN, YVONN	IE*	Check Date	= 10/15/2015	Check Amount=	62.94***

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	Vendor # Invoice # Vendor Name	Description PO Number	1099		Amount Check-Acct	Inv Date Claim-Number Project-Number
	Account Number	Account Des	cription	Amount	Action	
	15 1767-10 GVEC*	MONTHLY SERVICE 10/2015	No	10/15/2015 10/15/2015	250.00 1 30579 C 10/2015	10/14/2015
	Image: \\SERVER2 10-510-290 10-510-755	014\Frey\BUCS\DATA\Images\20 UTILITIES CITY PARK	15 Checks\10-15-1	95.00	3.pdf Expense Expense	
***	Check-Number= 30579	Vendor Name= GVEC*		Check Date= 10/15	/2015 Check Amount=	250.00***
	13 20151015-1 KEIL, DONALD*	LVISD	Yes	10/15/2015 10/15/2015	310.00 1 30580 C 10/2015	10/15/2015
	Image: \\SERVER2 10-520-479	014\Frey\BUCS\DATA\Images\20 COPS LVISD CON			1.pdf Expense	
***	Check-Number= 30580	Vendor Name= KEIL, DONALD*		Check Date= 10/15	/2015 Check Amount=	310.00***
	258 0099611874-10 MATTHEW BENDER & CO., I	LAW MANUEL NC.*	No	10/15/2015 10/15/2015	130.91 1 30581 C 10/2015	10/14/2015
	Image: \\SERVER2 10-520-400	014\Frey\BUCS\DATA\Images\20 PROFESSIONAL F			9.pdf Expense	
***	Check-Number= 30581	Vendor Name= MATTHEW BENDER	% & CO., INC.*	Check Date= 10/15	/2015 Check Amount=	130.91***
	46 343184/343940 PRODUCERS COOPERATIVE M	UNIFORMS AND PARK MARKETING ASS	No	10/15/2015 10/15/2015	199.98 1 30582 C 10/2015	10/15/2015
	Image: \\SERVER2 10-530-250 10-510-755	014\Frey\BUCS\DATA\Images\20 UNIFORMS CITY PARK	15 Checks\10-15-	139.99	9.pdf Expense Expense	
***	Check-Number= 30582	Vendor Name= PRODUCERS COOF	PERATIVE MARKETIN	Check Date= 10/15	/2015 Check Amount=	199.98***
	3 20151015-1 RITCHEY, BRUCE*	LVISD	Yes	10/15/2015 10/15/2015	950.00 1 30583 C 10/2015	10/15/2015
	Image: \\SERVER2 10-520-479	2014\Frey\BUCS\DATA\Images\20 COPS LVISD COM			1.pdf Expense	
***	Check-Number= 30583	Vendor Name= RITCHEY, BRUCE	<u>;</u> *	Check Date= 10/15	/2015 Check Amount=	950.00***
	80 20151014-1 ROAD SIDE ASSISTANCE*	PARTS	No	10/15/2015 10/15/2015	723.03 1 30584 C 10/2015	10/14/2015
	Image: \\SERVER2 10-520-620	2014\Frey\BUCS\DATA\Images\20 VEHICLE REPAIR			6.pdf Expense	
***	Check-Number= 30584	Vendor Name= ROAD SIDE ASS	ISTANCE*	Check Date= 10/15	/2015 Check Amount=	723.03***
	56 20151015-1 RODRIGUEZ, ROBERT*	POD EXERCISE	Yes	10/15/2015 10/15/2015	112.00 1 30585 C 10/2015	10/15/2015
	Image: \\SERVER2 10-520-011	2014\Frey\BUCS\DATA\Images\20 CONTRACT LABOR			7.pdf Expense	

	Vendor Vendor	# Invoice # Name	Description PO Number	er 1099		cal Amount Check-Acc nsaction # Trans-MM	
		Account Number	Accou	unt Description	Amou	nt Action	,
	56 RODRIG	20151015-2 UEZ, ROBERT*	LVISD	Yes	10/15/2015 10/15/2015	650.00 1 30585 C 10/2019	The state of the s
		Image: \\SERVER20 10-520-479	014\Frey\BUCS\DATA\Ima COPS LV	ages\2015 Checks\10- ISD CONTRACT PAY		5431.pdf 00 Expense	
***	Check-N	umber= 30585	Vendor Name= RODRIGUE	EZ, ROBERT*	Check Date= 10,	/15/2015 Check Amount	762.00***
	23 SHELL	131400429510-10 FLEET PLUS*) MONTHLY SERVICE	No	10/15/2015 10/15/2015	1674.61 1 30586 C 10/201	
		Image: \\SERVER20 10-530-610 10-520-610	014\Frey\BUCS\DATA\Ima VEHICLE VEHICLE	FUEL	820.	0489.pdf 56 Expense 05 Expense	
***	Check-N	umber= 30586	Vendor Name= SHELL F	LEET PLUS*	Check Date= 10,	/15/2015 Check Amount	t= 1,674.61***
	217 SWPS*	748208	PD LED/ STINGER	No	10/15/2015 10/15/2015	641.72 1 30587 C 10/201	
		Image: \\SERVER20	014\Frey\BUCS\DATA\Ima VEHICLE	ages\2015 Checks\10- PURCHASE		8829.pdf .72 Expense	
***	Check-N	umber= 30587	Vendor Name= SWPS*		Check Date= 10,	/15/2015 Check Amoun	t= 641.72***
	30 VERIZO	830-197-0130-1 N SOUTHWEST*	MONTHLY STATEMENT	No	10/15/2015 10/15/2015	533.21 1 30588 C 10/201	
		Image: \\SERVER20	014\Frey\BUCS\DATA\Ima TELEPHO			5263.pdf .21 Expense	
	30 VERIZO	830-197-0130-8 N SOUTHWEST*	AUG MONTHLY STATEM	ENT No	10/15/2015 10/15/2015	459.89 1 30588 C 10/201	10/13/2015 5
		Image: \\SERVER20	014\Frey\BUCS\DATA\Ima TELEPHO			1429.pdf .89 Expense	
	30 VERIZO	830-197-0130-9 N SOUTHWEST*	SEPT MONTHLY STATE	MENT No	10/15/2015 10/15/2015	511.77 1 30588 C 10/201	10/13/2015 5
		Image: \\SERVER20	014\Frey\BUCS\DATA\Im TELEPHO			4106.pdf .77 Expense	
***	Check-N	umber= 30588	Vendor Name= VERIZON	SOUTHWEST*	Check Date= 10,	/15/2015 Check Amoun	t= 1,504.87***
	31 VERIZO	623410655-1 N WIRELESS*	MONTHLY SERVICE 10	/15 No	10/15/2015 10/15/2015	983.11 1 30589 C 10/201	10/13/2015 5
		Image: \\SERVER20 10-510-240 10-520-240	D14\Frey\BUCS\DATA\Im TELEPHO TELEPHO	NĒ	874	568.pdf .84 Expense .27 Expense	
***	Check-N	umber= 30589	Vendor Name= VERIZON	WIRELESS*	Check Date= 10,	/15/2015 Check Amoun	t= 983.11***

	Vendor # Invoice # Vendor Name Account Number	Description PO Number 1099 Account Description	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY Amount Action	Inv Date Claim-Number Project-Number
	71 081532305 XEROX CORPORATION*	MONTHLY SERVICE 10/15	10/15/2015 189.15 1 10/15/2015 30590 C 10/2015	10/15/2015
	10-510-212	OFFICE EQUIPMENT RENTALS	189.15 Expense	
***	Check-Number= 30590	Vendor Name= XEROX CORPORATION*	Check Date= 10/15/2015 Check Amount=	189.15***
	32 20151015-1 IRS*	PENALTY TAX PERIOD 12/31/2012 No	10/15/2015 840.00 1 10/15/2015 30591 C 10/2015	10/15/2015 Void
	<pre>Image: \\SERVER2 10-510-110</pre>	014\Frey\BUCS\DATA\Images\2015 Checks\10-1 PAYROLL TAXES	5-15\20151015165839494.pdf 840.00 Expense	
***	Check-Number= 30591	Vendor Name= IRS*	Check Date= 10/15/2015 Check Amount=	840.00***
	10 47469946 DE LAGE LANDEN*	10-510-212/10-520-270/10-510-212 No	10/22/2015 427.00 1 10/22/2015 30592 C 10/2015	10/21/2015
	Image: \\SERVER2 10-200-010 10-200-010 10-200-010	014\Frey\BUCS\DATA\Images\2015 Checks\10-2: ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE	2-15\20151020151128375.pdf 223.99 Liability 101.50 Liability 101.51 Liability	
***	Check-Number= 30592	Vendor Name= DE LAGE LANDEN*	Check Date= 10/22/2015 Check Amount=	427.00***
	248 5-192-35730 FEDEX*	10-510-260 No	10/22/2015 58.33 1 10/22/2015 30593 C 10/2015	10/21/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\2015 Checks\10-2 ACCOUNTS PAYABLE	2-15\20151020151145664.pdf 58.33 Liability	
***	Check-Number= 30593	Vendor Name= FEDEX*	Check Date= 10/22/2015 Check Amount=	58.33***
	259 3069634 INTERNATIONAL CODE COUN	MEMBER DUES 10/2015 10-510-230 CIL, INC.* No	10/22/2015 135.00 1 10/22/2015 30594 C 10/2015	10/21/2015
	Image: \\SERVER2	014\Frey\BUCS\DATA\Images\2015 Checks\10-2 ACCOUNTS PAYABLE	2-15\20151020151012685.pdf 135.00 Liability	
***	Check-Number= 30594	Vendor Name= INTERNATIONAL CODE COUNCIL,	IN Check Date= 10/22/2015 Check Amount=	135.00***
	22 664699 SECURITY ONE*	MONTHLY STATEMENT 10-2015 10-510-495 No	10/22/2015 54.00 1 10/22/2015 30595 C 10/2015	10/15/2015
	Image: \\SERVER2	014\Frey\BUCS\DATA\Images\2015 Checks\10-2 ACCOUNTS PAYABLE	2-15\20151020151043182.pdf 54.00 Liability	
***	Check-Number= 30595	Vendor Name= SECURITY ONE*	Check Date= 10/22/2015 Check Amount=	54.00***
	177 20151021-1 THE COMPUTER LOFT*	REPLACE LAPTOP KEYBOARD YVONNE 10-510-2 No	1 10/22/2015 95.00 1 10/22/2015 30596 C 10/2015	10/21/2015
	Image: \\SERVER2	014\Frey\BUCS\DATA\Images\2015 Checks\10-2 ACCOUNTS PAYABLE	2-15\20151020151241430.pdf 95.00 Liability	

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Vendor # Invoice # Vendor Name	Description PO Number 1099	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY	Inv Date Claim-Number Project-Number
Account Number	Account Description	Amount Action	220,000
*** Check-Number= 30596	Vendor Name= THE COMPUTER LOFT*	Check Date= 10/22/2015 Check Amount=	95.00***
27 27977-10 TRANSAMERICA EMPLOYEE B	NOV STATEMENT 10-200-147 ENEFITS* No	10/22/2015 112.36 1 10/22/2015 30597 C 10/2015	10/22/2015
Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\2015 Checks\10-22 ACCOUNTS PAYABLE	-15\20151022120208698.pdf 112.36 Liability	
*** Check-Number= 30597	Vendor Name= TRANSAMERICA EMPLOYEE BENEFIT	S Check Date= 10/22/2015 Check Amount=	112.36***
193 10/18/15 BARRON, MICHAEL*	10-530-011 CONTRACT LABOR No	10/23/2015 194.50 1 10/23/2015 30598 C 10/2015	10/23/2015
Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\2015 Checks\10-22 ACCOUNTS PAYABLE	-15\20151023085935722.pdf 194.50 Liability	
*** Check-Number= 30598	Vendor Name= BARRON, MICHAEL*	Check Date= 10/23/2015 Check Amount=	194.50***
108 2738 4 SQUARE COMMUNICATIONS	TELEPHONE MODULE REPLACED No	10/29/2015 335.50 1 10/29/2015 30599 C 10/2015	10/27/2015
Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	0-15\20151027163615126.pdf 335.50 Liability	
*** Check-Number= 30599	Vendor Name= 4 SQUARE COMMUNICATIONS, LLC*	Check Date= 10/29/2015 Check Amount=	335.50***
7 45687236-10 CHEVRON AND TEXACO BUSI	MONTHLY STATEMENT 10/27/15 NESS CARD SE No	10/29/2015 717.83 1 10/29/2015 30600 C 10/2015	10/27/2015
Image: \\SERVER2 10-200-010 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE ACCOUNTS PAYABLE	0-15\20151027163650656.pdf 486.26 Liability 231.57 Liability	
*** Check-Number= 30600	Vendor Name= CHEVRON AND TEXACO BUSINESS (CA Check Date= 10/29/2015 Check Amount=	717.83***
8 201509305900 CIVIL ENGINEERING CONSU	ENGINEERING SERVICES OCT2015 JLTANTS* No	10/29/2015 1758.58 1 10/29/2015 30601 C 10/2015	10/23/2015
Image: \\SERVER2 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	9-15\20151023140442557.pdf 1,758.58 Liability	
*** Check-Number= 30601	Vendor Name= CIVIL ENGINEERING CONSULTANTS	S* Check Date= 10/29/2015 Check Amount=	1,758.58***
255 20151023-1 GRACE BIBLE CHURCH OF I	PARK REFUND LA VERNIA* NO	10/29/2015 35.00 1 10/29/2015 30602 C 10/2015	10/23/2015
Image: \\SERVER2 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	9-15\20151023140410680.pdf 35.00 Liability	
*** Check-Number= 30602	Vendor Name= GRACE BIBLE CHURCH OF LA VERM	NI Check Date= 10/29/2015 Check Amount=	35.00***

Vendor # Vendor N	Invoice # ame	Description Po	O Number	1099	Date Due Date Paid	Total I		Check-Acct Trans-MMYY	Inv Date Claim-Number Project-Number
А	ccount Number		Account Desc	cription		Amount	Action		
17 HYATT, J	20151023-1 ANET*	CLEANING OCT		Yes	10/29/2015 10/29/2015	ļ	500.00 30603 C	1 10/2015	10/23/2015
	mage: \\SERVER201 0-200-010		ATA\Images\201 CCOUNTS PAYABI		15\2015102314		.pdf Liabilit	ty	
*** Check-Num	ber= 30603 V	endor Name= H	YATT, JANET*		Check Date	= 10/29/	2015 Che	eck Amount=	500.00***
261 ICMA MEM	20151027-1 BERSHIP RENEWALS*	YG ICMA RENE		No	10/29/2015 10/29/2015	Ì	600.00 30604 C	1 10/2015	10/27/2015
	mage: \\SERVER201 0-200-010		ATA\Images\201 CCOUNTS PAYABI		15\201510271		.pdf Liabili	ty	
*** Check-Num	mber= 30604 V	endor Name= I	CMA MEMBERSHIE	P RENEWALS*	Check Date	= 10/29/	2015 Ch	eck Amount=	600.00***
73 LINEBARG	1000-101-0815 GER GOGGAN BLAIR &	AD VALOREM SAMPSON L		No	10/29/2015 10/29/2015	70.09	344.48 30605 C	1 10/2015	10/27/2015
	mage: \\SERVER201 .0-200-010		ATA\Images\201 CCOUNTS PAYABI		15\201510271		.pdf Liabili	ty	
*** Check-Num	mber= 30605 V	endor Name= L	INEBARGER GOGO	GAN BLAIR & SAMP	Check Date	= 10/29/	2015 Ch	eck Amount=	344.48***
122 PAK RAT	20151027-1 STORAGE*	STORAGE		No	10/29/2015 10/29/2015		100.00 30606 C	1 10/2015	10/27/2015
	mage: \\SERVER201 10-200-010		ATA\Images\201 CCOUNTS PAYABI		15\201510271		.pdf Liabili	ty	
*** Check-Num	mber= 30606 N	/endor Name= P	PAK RAT STORAGE	E*	Check Date	= 10/29/	2015 Ch	eck Amount=	100.00***
28 UNIFIRST	8212856171 T HOLDINGS INC*	SERVICE FOR	10-1-15	No	10/29/2015 10/29/2015		132.68 30607 C	1 10/2015	10/02/2015
1	[mage: \\SERVER20] 10-200-010 10-200-010 10-200-010	A A	DATA\Images\201 CCOUNTS PAYABI CCOUNTS PAYABI CCOUNTS PAYABI	LE LE	5\2015100210	77.62 6.36	pdf Liabili Liabili Liabili	ty	
28 UNIFIRS	8212858417 F HOLDINGS INC*	10/8 SERVICE	1	No	10/29/2015 10/29/2015		128.00 30607 C	1 10/2015	10/13/2015
	Image: \\SERVER20: 10-530-250 10-510-215 10-510-212	O.	DATA\Images\20 UNIFORMS DFFICE CLEANING DFFICE EQUIPME	G	15\201510130	72.94 6.36	.pdf Expense Expense Expense		
28 UNIFIRS	8212860606 F HOLDINGS INC*	10-530-250/	10-510-215/10	-510-212 No	10/29/2015 10/29/2015		128.00 30607 C	1 10/2015	10/21/2015
	Image: \\SERVER20 10-200-010 10-200-010	P	DATA\Images\20 ACCOUNTS PAYAB ACCOUNTS PAYAB	LE	15\201510201	72.94	.pdf Liabili Liabili		

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Vendor # Invoice # Vendor Name	Description PO Number 1099	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY	Inv Date Claim-Number Project-Number
Account Number	Account Description	Amount Action	
10-200-010	ACCOUNTS PAYABLE	48.70 Liability	
*** Check-Number= 30607	Vendor Name= UNIFIRST HOLDINGS INC*	Check Date= 10/29/2015 Check Amount=	388.68***
180 20151029-1 ANGIUANO, VICTOR*	LVISD	10/29/2015 125.00 1 10/29/2015 30608 C 10/2015	10/29/2015
Image: \\SERVER2 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	9-15\20151029101743760.pdf 125.00 Liability	
*** Check-Number= 30608	Vendor Name= ANGIUANO, VICTOR*	Check Date= 10/29/2015 Check Amount=	125.00***
245 20151029-1 DUGI, JEFFREY*	LVISD	10/29/2015 125.00 1 10/29/2015 30609 C 10/2015	10/29/2015
Image: \\SERVER: 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	9-15\20151029101743760.pdf 125.00 Liability	
*** Check-Number= 30609	Vendor Name= DUGI, JEFFREY*	Check Date= 10/29/2015 Check Amount=	125.00***
16 20151029-1 FAHNERT, HENRY*	LVISD	10/29/2015 580.00 1 10/29/2015 30610 C 10/2015	10/29/2015
Image: \\SERVER: 10-200-010	2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	9-15\20151029101743760.pdf 580.00 Liability	
*** Check-Number= 30610	Vendor Name= FAHNERT, HENRY*	Check Date= 10/29/2015 Check Amount=	580.00***
176 50000			
176 58899 FLORESVILLE AUTO SUPPL	BLOWER MOTOR/ BULB 7 511* No	10/29/2015 170.26 1 10/29/2015 30611 C 10/2015	10/29/2015
FLORESVILLE AUTO SUPPL		10/29/2015 30611 C 10/2015	10/29/2015
FLORESVILLE AUTO SUPPL Image: \\SERVER 10-200-010	7 511* No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf 170.26 Liability	10/29/2015 170.26***
FLORESVILLE AUTO SUPPL Image: \\SERVER 10-200-010	7 511* No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf 170.26 Liability	
FLORESVILLE AUTO SUPPL Image: \\SERVER 10-200-010 *** Check-Number= 30611 58 20151029-1 FOWLER, CURTIS*	7 511* No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf 170.26 Liability Check Date= 10/29/2015 Check Amount= 10/29/2015 125.00 1 10/29/2015 30612 C 10/2015	170.26***
FLORESVILLE AUTO SUPPL Image: \\SERVER 10-200-010 *** Check-Number= 30611 58 20151029-1 FOWLER, CURTIS* Image: \\SERVER 10-200-010	7 511* No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD Yes 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf 170.26 Liability Check Date= 10/29/2015 Check Amount= 10/29/2015 125.00 1 10/29/2015 30612 C 10/2015 9-15\20151029101743760.pdf	170.26***
FLORESVILLE AUTO SUPPL Image: \\SERVER 10-200-010 *** Check-Number= 30611 58 20151029-1 FOWLER, CURTIS* Image: \\SERVER 10-200-010	7 511* No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD Yes 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf	170.26*** 10/29/2015
### Check-Number 30611 58	Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD Yes 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD Yes 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FOWLER, CURTIS* LVISD No 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf	170.26*** 10/29/2015 125.00***
The France of Supplements	Vendor Name= FLORESVILLE AUTO SUPPLY 511* LVISD Yes 2014\Frey\BUCS\DATA\Images\2015 Checks\10-29 ACCOUNTS PAYABLE Vendor Name= FOWLER, CURTIS* LVISD No	10/29/2015 30611 C 10/2015 9-15\20151029101721269.pdf	170.26*** 10/29/2015 125.00***

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	endor # Invoice # endor Name Account Number	Description PO Number Account Des	1099 Scription		Total Amount Check-Acct Transaction # Trans-MMYY Amount Action	Inv Date Claim-Number Project-Number
5: I	5 20151029-1 APICHINO, CHRISTOPHER	LVISD P*	Yes	10/29/2015 10/29/2015	125.00 1 30614 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYAE			01743760.pdf 125.00 Liability	
*** Ch	eck-Number= 30614	Vendor Name= IAPICHINO, CHR	RISTOPHER P*	Check Date=	= 10/29/2015 Check Amount=	125.00***
1 K	3 20151029-1 EIL, DONALD*	LVISD	Yes	10/29/2015 10/29/2015	665.00 1 30615 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYAF			01743760.pdf 665.00 Liability	
*** Ch	eck-Number= 30615	Vendor Name= KEIL, DONALD*		Check Date=	= 10/29/2015 Check Amount=	665.00***
9 P.	7 20151029-1 ATTY, CHARLES R*	LVISD	Yes	10/29/2015 10/29/2015	125.00 1 30616 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYAF			01743760.pdf 125.00 Liability	
*** Ch	eck-Number= 30616	Vendor Name= PATTY, CHARLES	S R*	Check Date=	= 10/29/2015 Check Amount=	125.00***
9 P	20151029-1 ITTS, DANNY*	LVISD	Yes	10/29/2015 10/29/2015	1377.50 1 30617 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYAF			01743760.pdf 377.50 Liability	
*** Ch	eck-Number= 30617	Vendor Name= PITTS, DANNY*		Check Date=	= 10/29/2015 Check Amount=	1,377.50***
	81 20151029-1 OWERS, LEE*	CONTRACT LABOR	No	10/29/2015 10/29/2015	384.00 1 30618 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYA		-15\2015102910	01803381.pdf 384.00 Liability	
*** Ch	eck-Number= 30618	Vendor Name= POWERS, LEE*		Check Date=	= 10/29/2015 Check Amount=	384.00***
3 R	20151029-1 RITCHEY, BRUCE*	LVISD	Yes	10/29/2015 10/29/2015	297.50 1 30619 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYA		-15\2015102910	01743760.pdf 297.50 Liability	
*** Ch	eck-Number= 30619	Vendor Name= RITCHEY, BRUC	€*	Check Date=	= 10/29/2015 Check Amount=	297.50***
	20151029-1 CODRIGUEZ, ROBERT*	CONTRACT LABOR	Yes	10/29/2015 10/29/2015	192.00 1 30620 C 10/2015	10/29/2015
	Image: \\SERVER2 10-200-010	014\Frey\BUCS\DATA\Images\20 ACCOUNTS PAYA		-15\2015102910	01803381.pdf 192.00 Liability	

City of Lavernia

Check Register History

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Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date Vendor Name PO Number 1099 Date Paid Transaction # Claim-Number Trans-MMYY Project-Number Account Number Account Description Amount Action 56 20151029-2 LVISD 10/29/2015 1012.50 10/29/2015 RODRIGUEZ, ROBERT* 10/29/2015 30620 C 10/2015 Yes 10-200-010 ACCOUNTS PAYABLE 1,012.50 Liability

*** Check-Number=

30620 Vendor Name= RODRIGUEZ, ROBERT*

Check Date= 10/29/2015 Check Amount=

1,204.50***

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Check Register History

Vendor # Invoice # Vendor Name

Description

PO Number

1099

Date Due Date Paid Total Amount
Transaction #

Check-Acct Trans-MMYY Inv Date Claim-Number Project-Number

Account Number

Account Description

Amount Action

*** Bank Account Activity By Fund ***

Fund Description

Cash-Account-Number

Total

Utilities Fund

40-100-150

68,398.73

*** Bank Account Activity By Fund ***

Fund Description

Cash-Account-Number

Total

General Fund

10-100-100

90,788.81

*** Bank Account Activity By Fund ***

Fund Description

Cash-Account-Number

Total

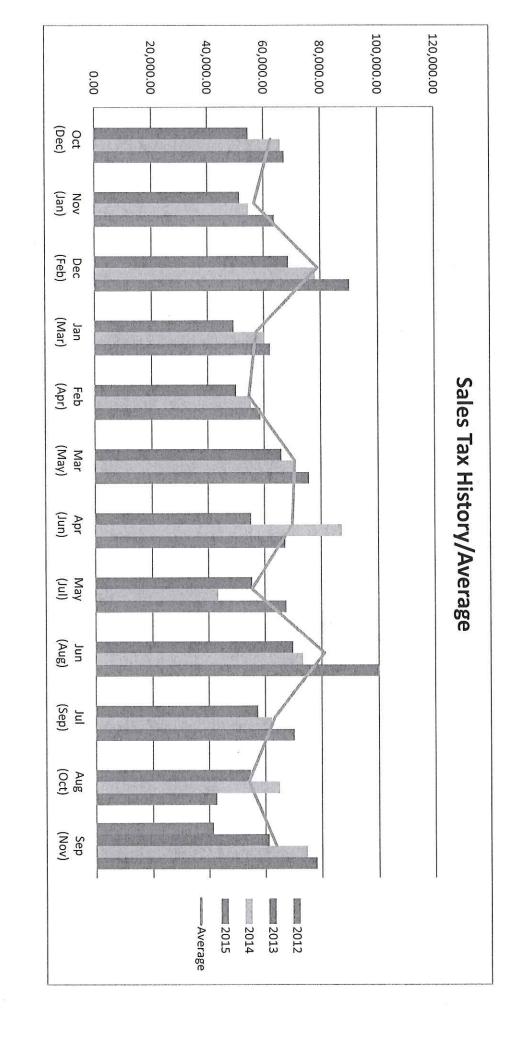
MDD Account Fund

12-100-100

1,062.35

*** Grand Totals ***

160,249.89



Installation Services Agreement

	("Buyer")	and	FERGUSON	ENTERPRISES,	INC.	("Seller")	enter	into	this
Installation Services Agreement	("Agreeme	ent") e	effective as of _		, 20				

- 1. **SCOPE:** The terms and conditions stated herein ("Terms") shall apply to all purchases of products and services made by or through the Buyer from the Seller on or after the effective date. No other terms and conditions or modifications contrary to the Terms set forth herein covering the services shall be effective unless accepted in writing and signed by a duly authorized officer of both parties. The parties acknowledge that standard business forms may be used to facilitate processing orders including but not limited to quotations, acknowledgements, invoices, purchase orders and delivery tickets jointly referred to as "Standard Form." However, the Terms herein shall supersede any such terms and conditions that may appear on any such Standard Form other than scope of services, price, payment terms and delivery schedule, as set forth on Attachment A (as may be amended by the parties from time to time).
- 2. LIENS: Seller shall have no mechanic's lien rights.
- 3. COMPLIANCE WITH LAWS/REGULATIONS: Seller shall abide by workplace safety regulations, including OSHA regulations as applicable. MSDS, if applicable, shall be made available upon request of Buyer. Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended. Seller is not and shall not be bound by or liable under or pursuant to any prime contract or similar agreement, specification or requirement between Buyer and any third party, including, but not limited to, the owner of any property.
- 4. INSURANCE/BONDS: Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain 1) Worker's Compensation coverage as required by applicable state law, 2) \$4 million in general liability insurance, and 3) \$5 million in automobile liability coverage. At any time, Buyer may request certificate of insurance indicating coverage in effect. Seller is not bound to pay any premium or other fee to an OCIP or CCIP type insurance program. Unless expressly provided in Seller's quotation to Buyer, payment and performance bonds are not to be provided by Seller.
- 5. **INDEMNIFICATION:** Seller shall indemnify Buyer from any loss, damage, claim, suit, liability, judgment or expense to the extent caused by Seller's negligence. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

6. WARRANTY:

- a) <u>INSTALLATION WARRANTY</u>: For those products installed by Seller, for a period of one (1) year from installation or first use or occupancy by end user (whichever occurs later and in no event longer than eighteen (18) months from date of installation), Seller warrants that services performed by Seller hereunder shall be provided in a professional and workmanlike manner and in full compliance with local code. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services. This Installation Warranty does not apply if there is evidence of abuse, acts of God or misuse by Buyer or a third party.
- PRODUCT WARRANTY: All manufacturers' warranties shall be made available to Buyer or end user. Seller shall coordinate manufacturer warranty service with the end user at Buyer's request. The sole warranty applicable to installation service provided (as applicable) is delineated as Installation Warranty (see above). Product warranties are solely from the respective manufacturer. With respect to the underlying products, THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL **IMPLIED** MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED. All manufacturers' warranty and service obligations shall be for the benefit of the Buyer or end user.
- 7. SCHEDULE: Buyer shall provide schedule updates to Seller and Seller requests a minimum of thirty (30) days advance notice for shipment/scheduling changes. Buyer and Seller shall coordinate the scheduling of all activities.

Seller shall perform all work during normal business hours. Buyer requests for Seller to work overtime are subject to price adjustment to be mutually agreed.

8. BUYER'S OBLIGATIONS:

- a) Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products and services.
- b) Buyer shall work with the private property owners to provide Seller with access to job site and facilities deemed necessary by Seller to provide the products and services.
- c) Buyer must identify any overhead surface or underground wire cable, pipe, conduit, channel or other obstruction or impediment that could adversely affect, restrict or prevent Seller's provisions of the products and services.
- d) Buyer must appoint a Buyer contact for the Seller consultant or project manager furnishing the products and services. This contact, or designated alternate, must be available on site or by phone at all times that products and services are being provided by Seller. Buyer contact must have the authority to resolve matters and coordinate the resolution of any problems.
- e) If during the performance of its obligations under the assignment, Seller or Seller's subcontractors encounter asbestos or other such hazardous substances or conditions, Seller or Seller's subcontractors will promptly cease work activities and notify Buyer. Seller or Seller's subcontractors are not required to continue performance before the removal or containment of such substances. In the event that the property owner does not provide for the removal or containment of such substance and Seller deems in its reasonable discretion that the physical conditions are unsafe, Seller may refuse to complete the work at the location(s) in question.
- f) Buyer shall be solely responsible for verification and approval of all materials, equipment, supplies and related products (and quantities of same) ordered relating to the products and services. Upon completion, Buyer shall inspect the products and services within a reasonable time of delivery of the service, which time shall not to exceed five (5) business days.
 - g) Buyer shall perform any test reasonably necessary to determine faulty workmanship or installation.
- h) Buyer shall provide Seller notice of rejection within five (5) days of the service date of any faulty workmanship or installation. After the five (5) day period, Buyer shall be deemed to have irrevocably accepted the products and services, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products or services for any reason or to revoke acceptance. Buyer hereby agrees that such five-(5) day period is a reasonable amount of time for such inspection and rejection.
- 9. **RETURNS:** The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the repair or replacement of the merchandise, subject to the manufacturer's inspection and warranty. Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts, (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, and (iii) will not cause an overstock condition at Seller's servicing facility. Buyer's surplus job returns, and those not meeting the above conditions, will be evaluated on an individual basis after Buyer has contacted Seller. Special orders or non-stock items may be returned only if the manufacturer will accept the return, subject to restock, shipping, and handling fees
- 10. MANUFACTURER DOCUMENTATION: Manufacturer's Product Data, Literature, Shop Drawings, and Submittals to be provided to Buyer upon request. Owner's manuals and similar end-user documentation shall be provided to Buyer, or placed in dwelling unit, as per request.
- 11. PAYMENT TO SELLER: Buyer agrees to pay for the services set forth on Attachment A according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. There shall be no retainage. Seller reserves the right to rescind the extension of credit to Buyer should Buyer's account become delinquent or should there be a change in the Buyer's creditworthiness (Seller to be the sole determiner of creditworthiness of Buyer). Should Seller pursue collection due to non-payment by Buyer, Buyer does hereby agree to reimburse Seller all costs of collection, including attorney fees.
- 12. **SCHEDULE:** Seller will make a good faith effort to meet the estimated delivery schedule set forth in Attachment A. Local resource availability may affect the ability of Seller to deliver services in some locations. Therefore, Seller

assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to perform, whether or not such loss or damage was made known to Seller.

- 13. FORCE MAJEURE: Seller shall not be responsible for non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental or indirect damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
- 14. **TAXES:** The amount of any sales, excise or other taxes, if any, applicable to products or installation services shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.
- 15. **SET-OFF:** Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.
- 16. **SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.
- 17. ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign this contract except to an affiliate owned and controlled by or under common ownership and control with Seller. Seller may subcontract installation services upon notice to Buyer. In the event Seller subcontracts installation services, each subcontractor shall be required to meet the insurance requirements set forth herein and Seller shall remain liable for all obligations hereunder notwithstanding such subcontracting.
- 18. ENTIRE AGREEMENT: This document along with Buyer's Credit Application with Seller and Seller's Bid/Quotation and Invoice constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale. No course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the facility manager of the Seller's servicing location. All transactions shall be governed solely by the terms and conditions contained herein.
- 19. **GOVERNING LAW:** This transaction shall be governed in all respects by the laws of state where delivery occurred or was scheduled to occur (excluding choice of law provisions).
- 20. AGREED: The parties have read, understood, and agree to the terms and conditions herein as evidenced by the signature of their authorized representatives below. This Agreement shall continue in effect unless terminated in writing by either party.

	FERGUSON ENTERPRISES, INC.				
Ву:	 Ву:				
Printed Name:	 Printed Name:				
Title:	Title:				
Date:	 Date:				

Attachment A

FERGUSON ENTERPRISES INC. dba FERGUSON WATERWORKS SCOPE OF WORK

Meter installation will include a standard meter installation. A standard meter installation is recognized as one which involves the replacement of an existing meter meeting the following conditions:

- Meters will be located in outside meter boxes (pits) or vaults with adequate access, or if access is restricted, Contractor will be able to obtain access from the property owner within one week of request during normal business hours;
- 2) Meter access will not subject Contractor's employees to dangerous or unsafe working conditions;
- 3) No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removal and replacement of asphalt, tree roots, shrubbery, or landscaping obstructions;
- 4) Existing meter locations and depths do not require confined space entry.
- 5) Contractor will not be required to remove excessive amounts of dirt, silt, water or other debris from meter boxes. Excessive amounts shall be defined as dirt, silt, water or other debris that requires 5 or more minutes of hand digging or hand pumping by one installer;
- 6) Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions, or existing connections not in conformity to current building codes;
- 7) Water meters are on setters or equipped with standard meter connections that can be reused during meter installation;
- 8) Meter exchanges are like-for-like, same lay length and no plumbing is required;
- 9) Existing meter boxes must be in good condition, allowing enough room for easy replacement of the existing meter. Standard requirements are 6" on all sides of residential meter/connections, and 12" on all sides of commercial meter/connections.
- 10) Existing meter boxes or meter vaults will be used and curb stops and valves are in good working condition.

In the event Contractor determines that any meter installation is not a standard meter installation, the Contractor will immediately bring the matter to the attention of the Owner's representative who will inspect the condition and advise Contractor on how to proceed. If additional work is requested by Owner, such work will be completed at an agreed upon hourly rate plus materials. In the event such additional work requires a license not required for a standard meter installation, then the Owner will be responsible for engaging the services of a contractor to perform such work prior to Contractor proceeding with the meter installation.

ricing and Payment Terms:	
ee Attachment B:	
	G-
elivery Schedule:	
Il Meters will be onsite prior to the start of the installation process.	
	_
D-Backun 09221 SCurrent Job (Texn)	a Vernia\Installation Services Agreement - PIT - 1

Attachement B

La Vernia, TX

5/8"-1" Installation	570	\$ 50.00	\$ 28,502.63
2"	30	\$ 225.00	\$ 6,750.00
3"	1	\$ 281.25	\$ 281.25
4"	1	\$ 421.88	\$ 421.88
6"	1	\$ 632.81	\$ 632.81
			\$ 35,955.75



CUSTOMER PROFILE

Hot Rod System and/or Psion WorkAbout Pro with EZReader Software

Date: October 8th, 2015	Mueller Systems Sales Rep.: Fred Quintero				
Utility: City of La Vernia TX	Type: Utility End User				
Street Address: 102 E Chihuahua					
City, State, Zip: La Vernia, TX 78121					
Bill To: 102 E Chihuahua	Pho	ne:(830) 779-4541			
		:			
Contact (Purchasing): Jason Mills					
☐ Must Pay Tax ** If tax exempt, a TAX EXI					
Contact Dorson, Jenny Reggle					
Contact Person: Jenny Begole (Knowledgeable & works closely with the Billing Software & Meter Read Entry)					
Direct Phone: 830-779-4541	Fax #:				
E-Mail Address: jbegole@lavernia-tx.gov					
Alt. Contact 1:	Title:	Direct Phone:			
Alt. Contact 2:					
Alt. Contact 3:					
Billing Software: RVS					
Billing Company Contact:					
Telephone #:	Fax #: _				
E-Mail Address:					
Billing Increment: ☐ 10G ☐ 100G ☐ 1000G (How Bills Are Calculated)					
Desktop OS: ☑ Win 7 ☐ Win Vista ☐ W	in XP ☐ Other-	If other, please specify:			
*Laptop OS: Win 7 □ Win Vista □ W	in XP ☐ Other-	*If other, please specify:			
High Speed Internet: ☑ Laptop 丞 Desktop	Office Sh	ared Network: ☐ Yes ☐ No			
Desktop USB Port: ☑ Yes ☐ No	Laptop Ports: 🗷	USB Port ☐ 9-Pin Serial Port			
# of Meter Readers: 2 Total # of M					
# of Laptops: 1 Psion Type & Total #: n	one	Psion Multi-Dock:			
Pit Stop Only: ☐ Touch Pad: ☐ # of Probes & Probe Type: none					
# of FC200s: n/a Itron Mobile Collection: I	☐ Itron Mobile C	ollector Lite: # of G5s: n/a			
	Distributor Contact				
Telephone #: 512-217-1144	Fax #:				
Please COMPLETELY fill out the form & submit it with	the Order. Leaving bl	lanks could hold up your order entry.			
You may submit this form either by Mail, Fax or E-Ma					

* If laptop has not yet been purchased, please denote so in that section

If you are unable to save or email typed in data, please print & Fax/Mail.

Phone: (800) 323-8584 Option 2 / Fax: (704) 278-9616 / E-Mail: support@muellersystems.com

This agreement is for EZ Reader and Mi.Net Systems requesting (Non-Host) licensing services.

Please type in customer name, address and update prices then forward to customer.

Remove this cover sheet, print and return to Mueller Systems.

(Non-Host - 8.11)

MUELLER SYSTEMS MASTER AGREEMENT

THIS MASTER AG	REEMENT (this "Agr	eement") is entered into	o this <u>8th</u>	_ day of _	October	
2015 between N	MUELLER SYSTEM	S, LLC, a Delaware	limited liab	ility corpo	ration having	its
principal offices at 1	0210 Statesville Blvd,	Cleveland, North Caro	lina 27013 (r	eferred to	in this Agreen	nent
		ity of La Vernia TX, a				its
principal offices at _	102 E Chihuahua	, La Vernia, TX 78121	(referre	ed to in th	nis Agreemen	t as
		sale by Provider and the				
and not for resale	of, as applicable, Equ	uipment, Software, Do	cumentation	and other	items related	d to
advanced metrology	infrastructure system	s . In consideration of	f the mutual	obligations	s set forth in	this
Agreement, Custom	er and Provider agree a	s follows:				

1. **DEFINITIONS**.

- a. "Content" means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.
- b. "Documentation" means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.
- c. "Equipment" means the components, devices, products, equipment and related items provided by Provider identified in <u>Appendix A</u>.
- d. "Services" means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as identified in Appendix B.
- e. "Software" means the object code versions of the Provider's software identified in <u>Appendix A</u>, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

- a. <u>License</u>. Provider hereby grants to Customer, a limited, non-exclusive, nontransferable license (without the right of sublicense) to, in connection with the Equipment, use, install, run, execute, display and, subject to the restrictions described below, duplicate and distribute internally, the Software and Documentation solely for Customer's internal information management and processing purposes.
- b. <u>Restrictions</u>. Except as specifically and expressly permitted in writing by Provider,

- Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; (iv) include or combine the Software in or with any other software; or (v) use the Software to provide processing services to third parties or on a service bureau basis. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein and with proper inclusion of Provider's copyright notices.
- Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Cu stomer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Provider owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Provider, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.
- d. <u>Reservation</u>. Provider reserves all rights not specifically granted under this Agreement.
- 3. **EQUIPMENT** In consideration of the fees set forth in Appendix D of this

Agreement, Provider will provide the Equipment identified in Exhibit B.

4. **SERVICES** In consideration of the fees set forth in <u>Appendix D</u> of this Agreement, Provider will provide the Services identified in Exhibit B.

5. **CONFIDENTIALITY** The

Software. Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Provider and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Provider and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Provider and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

6. FEES AND PAYMENT

- a. <u>Software Fees</u>. Customer shall pay the Software fees set forth in <u>Appendix D</u> of this Agreement.
- b. <u>Equipment Fees</u>. Customer shall pay the Equipment fees set forth in <u>Appendix D</u> of this Agreement. Title to the Equipment, except the Software and Documentation that are subject to licenses provided in this Agreement, passes from Provider to Customer when Provider ships the Equipment.
- c. <u>Service Fees</u>. Customer shall pay the Service fees set forth in <u>Appendix D</u> of this Agreement.
- d. <u>Taxes</u>. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed by any authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Provider for any and all taxes or duties that Provider may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on

Provider's income, or any taxes for which Customer is exempt, provided Customer has furnished Provider with a valid tax exemption certificate.

Unless provided e. Payment. otherwise herein. Customer agrees to pay all amounts specified in Appendix D or otherwise due under this Agreement within thirty (30) days after the date of invoice. Past due amounts will shall bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as otherwise specifically provided Agreement.

7. TERM; TERMINATION

- a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then current Provider prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Provider may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Provider.
- Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party can be adequately compensated for any such harm by any remedies other than by injunctive relief.
- c. <u>Effect of Termination</u>. Termination of this Agreement shall have the effect designated in <u>Exhibit B</u>.
- d. <u>Non-Exclusive Remedy</u>. Termination of this Agreement or any license granted

hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. <u>Survival</u>. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

8. LIMITED WARRANTIES; REMEDIES

- Subject Software. the exclusions herein, including those in Appendix A, Provider warrants that commencing from the date of shipment to Customer and continuing for the period set forth in Appendix A (the "Warranty Period"), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially conformance with the applicable Documentation provided to Customer by Provider. Provider does not warrant that the Software will operate in combinations with other except as specified in Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Provider's entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Provider's option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Provider which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro rated amount paid by Customer to Provider and terminate this Agreement and all licenses provided herein.
- b. <u>Services</u>. Provider warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike manner. Provider's entire obligation and Customer's exclusive remedy with respect to the Service warranties set forth above shall be the reperformance of the applicable non-conforming Service.
- c. <u>Equipment</u>. Subject to the exclusions herein, including those in <u>Appendix A</u>, Provider warrants to Customer that the Equipment will be

- free from defects in material and workmanship for the periods specified in Appendix A. Claims under this Section will be considered if submitted to Provider within sixty (60) days following the discovery of any defect covered by this Section and provided Provider or its agents are permitted a co mmercially reasonable opportunity to examine and analyze the material or workmanship claimed to be defective. Provider's entire obligation and Customer's exclusive remedy with respect to the Equipment warranties set forth herein, at Provider's option, is repair or replacement of any Equipment found defective during the applicable warranty period after such Equipment is properly packaged and returned prepaid to Provider's designated service
- d. <u>Costs</u>. Any and all costs associated with uninstalling and shipping defective Equipment and Software and installing replacement Equipment and Software will be the responsibility of Customer. Customer agrees to furnish Provider reasonable access to such Equipment and Software.
- Exclusions. The warranties provided by Provider shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Provider, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Provider, (iii) were other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Provider, or (vi) any other exclusion set forth in any Appendix hereto.
- f. <u>DISCLAIMERS</u>. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, THE EQUIPMENT OR ANY SERVICES TO BE PROVIDED BY PROVIDER UNDER THIS

AGREEMENT, INCLUDING BUT TO WARRANTIES OR LIMITED OF CONDITIONS NON-TITLE, MERCHANTABILITY, INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF **PROVIDER EXPRESSLY** WHICH DISCLAIMS.

INDEMNIFICATION Provider will 9. indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to third party products and software. Provider has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Provider's duty to indemnify under this Section is contingent upon Provider receiving prompt notice of a claim and Provider's right to solely control resolution of a Customer's sole remedy for an claim. indemnified claim under this Section is as follows: Provider will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Provider's liability and responsibility for indemnifying Customer for infringement of intellectual property rights

10. LIMITATION OF LIABILITY.

a. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY LOSS OF PROFIT OR OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES UNDER ANY CAUSE OF ACTION ARISING OUT OF

OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM MALFUNCTION OR DEFECTS IN THE SOFTWARE OR EQUIPMENT. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT. TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY EVEN IF PROVIDER OR REPRESENTATIVE HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S **MAXIMUM** LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, SERVICES, AND IN THE IMMEDIATELY EOUIPMENT PRECEDING TWELVE (12) MONTHS AND UNDER NO CIRCUMSTANCE WILL **AMOUNT EXCEED** THE PAID BY **IMMEDIATELY** CUSTOMER IN THE PRECEDING TWELVE (12) MONTHS FOR SOFTWARE, **SERVICES** AND EQUIPMENT PROVIDED BY PROVIDER UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

- b. The provisions of this Agreement allocate the risks between Customer and Provider. Provider's pricing reflects this allocation of risk and the limitations of liability specified herein.
- 8. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.
- 11. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Provider will be free of liability to the Customer where Provider is prevented from executing its obligations under this Agreement in whole or in

part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Texas applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signature Block Follows]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Provider	Customer
Ву:	Ву:
	Yvonne Griffin, The City of La Vernia TX
Name (Print or Type)	Name (Print or Type)
	City Admin
Title	Title
Date	Date

Appendix A

Software / Equipment

1. AMR / AMI Products1:

Software – Mi.Host, EZReader and other software products are covered by a one (1) year warranty on material and workmanship and shall perform substantially as described with Provider then current Documentation.

Hardware – Mi.Gate Data Collector, Street Machine RF Receiver, Logicon® Versa Probe are covered by a one (1) year warranty on material and workmanship. Itron® products are covered under separate warranty listed in the Itron® End User license.

Radio Modules – Mi.Node Water Modules and Hot RodTM Modules are covered by a ten (10) year warranty on material and workmanship. Additionally, Mi.Node Water Modules and Hot RodTM Modules are covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. The prorated warranty credit listed will apply to list pricing in effect at the time of the return. Itron® products are covered under separate warranty listed in the Itron® End User license.

Encoder Register Products – Hersey Translator™ Encoder registers, Wall Pads and Pit Pads are covered by a ten (10) year warranty on material and workmanship. Additionally, the complete unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. The prorated warranty credit listed will apply to list pricing in effect at the time of the return. TRuRead™ and other peripheral electronic products are covered by a one (1) year warranty on material and workmanship.

2. Metering Products:

Models 400, 500, MVR, Horizon, MCTII, MFMII, HM, cold-water meters and detector check models DC, EDCIII, EDCIV against defects in material and workmanship for a period of one (1) year from the date of installation.

Maincases for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of twenty-five (25) years from the date of installation.

Standard Registers for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of fifteen (15) years from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of five (5) years from the date of installation.

Models MVR, Horizon, MCTII, MFMII, HM meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of one (1) year from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA repaired meter accuracy standards for the following time periods:

5/8" - Fifteen (15) years from the date of installation, or the registration of 1,750,000 U.S. gallons, whichever comes first;

3/4" - Fifteen (15) years from the date of installation, or the registration of 2,000,000 U.S. gallons, whichever comes first;

1" - Fifteen (15) years from the date of installation, or the registration of 3,000,000 U.S. gallons, whichever comes first;

1-1/2" - Fifteen (15) years from the date of installation, or the registration of 5,500,000 U.S. gallons, whichever comes first;

2" - Fifteen (15) years from the date of installation, or the registration of 8,500,000 U.S. gallons, whichever comes first.

If the above listed meters do not perform as specified, Provider will repair or replace them, at Provider's option, subject to the following:

a) Provider shall be determined to not be performing as guaranteed if it fails to pass an accuracy test, conducted by the customer according to AWWA standards. If the meter is inoperative because of foreign material, all such material must be removed prior to testing. A copy of the customer's test results must accompany the Hersey meter being returned. If the customer chooses not to test a Hersey meter before returning it, Provider will repair or replace the meter at Provider's option after the meter has been tested by Provider. When test is conducted by Provider, the customer will be charged a reasonable testing fee.]

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¹ Unless otherwise expressly stated herein, all warranty terms are provided from the date of this Agreement

Appendix B

Services

1. Software Services and Support Obligations

- a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.
- b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.
- c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support shall be provided from 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday, exclusive of holidays observed by Provider.
- d. On and after the effective date of any termination of this Agreement by Provider due to Customer's breach of this Agreement, Customer shall cease all use of the Software and Documentation. Within ten (10) days of the effective date of termination of this Agreement by Provider due to Customer's breach of this Agreement, Customer shall, at its own expense, return to Provider, all copies of the Software and Documentation and other tangible materials provided by Provider hereunder in connection to the Software and destroy any archival copies of Software. Customer agrees, if requested by Provider, to certify in writing as to the return of the Software and Documentation and all copies thereof. Each party shall remain liable to the other party for all charges, obligations, and liabilities that accrue or arise under this Agreement from any event, occurrence, act, omission, or condition transpiring or existing prior to the effective date of such termination. Except in the case where Provider terminates this Agreement due to Customer's breach of this Agreement, the Software license provided in this Agreement shall survive the termination of this Agreement.

Appendix C

Confidential Information

For purposes of this Attachment, "party" or "parties" shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

- 1. Definition of Confidential Information. The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired ("Confidential Information"). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information ("Recipient") before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.
- 2. Obligations of Confidentiality and Remedies. Recipient agrees to protect the disclosing party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party's Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.
- 3. Term of Confidentiality Obligations. Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.
- 4. No Warranties on Confidential Information. Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

Appendix D

Fees

Mi.Net:

Annual Software Maintenance & Supp For AMI Software Perpetual License (Non-					
Number of Metering End Points	1 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	50,001 - 100,000
Standard Software Module, Perpetual License with Two-Way Reading Capability Incl. Outage Management System & TOU Rate Management Module					×
Additional Software Modules				NA:	
Homeowner Access Portal					
Homeowner Access Portal Transformer Loading Manager					
Transformer Loading Manager Demand Response Management					
Transformer Loading Manager					

Hot Rod Mobile AMR System

Annual Software Maintenance For AMR Software Perpetual Lic				•		
Number of Metering End Points	1 – 2,500	2,500 - 10,000	10,000 - 25,000	25,000 - 50,000	50,000 - 100,000	100,000
Route Management Software (EZ Reader, EZ Mobile, EZ Profiler & Microsoft® MapPoint)	\$1000					
Hardware Maintenance						5
Handheld PC						
Street Machine "Receiver Only"	\$2,00	0			3	



October 8th, 2015 Translator Order Form Date: PLEASE TYPE OR PRINT CLEARLY City of La Vernia TX Utility: 830-779-4541 Phone: FAX: Utility-End User Name System 102 E Chihuahua TX 78121 Hot Rod Address: Type: State Street Zip Pit / Box Inside/ Wall Both Jason Mills Contact: Installation: $\sqrt{}$

It is very important to discuss register resolution with Billing, Reading, and Installation departments. Many billing systems are automated to remove or add digits to an electronic meter reading and it can cause billing errors if the proper Wheel Resolution is not specified. If registers are ordered incorrectly, a restocking charge of 30% will be required.

Gallon Registration

Sizes 5/8", 3/4" and 1"

0.200 0.0 , 0	7 T WILLIAM T	
Electronic	Visual Display	Initial
6 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 10 Gallons	V
5 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
4 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	

Gallon Registration

Sizes 1-1/2", 2", 3", 4" PD, MVR & Horizon

Electronic	Visual Display	Initial
6 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<u></u>
5 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	

*FM3 Mainline & Bypass available in 6 wheel only 4", 6", 8", 10" & 12" MFMII

1.000 Gallon

Resolution Only 0 0 0 0 0 0 0 0

Cubic Feet Registration

Sizes 5/8", 3/4" and 1"

Electronic	Visual Display	Initial
6 Wheel Resolution	0 0 0 0 0 0 0 0 1 Cubic Feet	
5 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
4 Wheel Resolution	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	

Cubic Feet Registration

Sizes 1-1/2", 2", 3", 4" PD, MVR & Horizon

Electronic	Visual Display	Initial
6 Wheel Resolution	0 0 0 0 0 0 0 0 0 10 Cubic Feet	
5 Wheel Resolution	0 0 0 0 0 0 0 0 100 0 100 Cubic Feet	

*FM3 Mainline & Bypass available in 6 wheel only 4", 6", 8", 10" & 12" MCTII & MFMII

100 Cubic Feet

Resolution Only

_	-					28
0	0	0	n	0	0	0.0
J	U	U	U	U	U	UU

Hersey Meters strongly recommends all customers use 6-wheel resolution. Utilities that bill customers in a higher resolution of 100s or 1,000s can continue to do this by using the system software to truncate the reading. Call 800-323-8584 for details.

Fax to: 704-278-9616

ian:				
ign:				

ORDINANCE NO. 111215-01

AN ORDINANCE AMENDING SECTIONS 8-404 and 8-409 OF THE CITY'S CODE OF ORDINANCES; SOLICITORS REQUIRED TO PROVIDE A BACKGROUND CHECK

WHEREAS, the City Council of the City of La Vernia is granted authority by the Local Government Code §215.031 to adopt an ordinance consistent with state law that regulates sales and solicitation; and

WHEREAS, the City Council of the City of La Vernia current Code of Ordinances requires solicitors to register with the City; and

WHEREAS, the City Council of the City of La Vernia finds that the City's Code of Ordinances should be amended to include that all solicitor applicants be required to supply a background check before acquiring a permit.

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

ARTICLE 1. Amendment. The City's Code of Ordinances Sections 8-804 (4) and 8-409 (6) is hereby amended to read as follows:

Sec. 8-404 (4) Persons engaged in religious or political speech.

Sec 8-409 (6). A background check must be provided by the applicant at the applicant's expense.

ARTICLE 2. Savings Clause

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of La Vernia under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

ARTICLE 3. Severability

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and section of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

ARTICLE 4. Effective Date

This ordinance shall take effect immediately from and after its passage.

ARTICLE 5. PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was

given as required by the Open Meetings Act, Chapte was also provided as required by Chapter 52 of the	er 551 of the Texas Government Code. Texas Local Government Code.	Notice
PASSED AND APPROVED this the 12th day of No	ovember, 2015.	
	Robert Greggory, Mayor City of La Vernia	
ATTEST:		
Brittani Porter, City Secretary City of La Vernia		
APPROVED AS TO FORM:		

City Attorney, City of La Vernia

ORDINANCE NO. 111215-02

AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS AMEDNING CHAPTER 26 OF THE CITY'S CODE OF ORDINANCES TO PROVIDE ADDITIONAL REGULATIONS OF SIGNS AND BILLBOARD REGULATIONS; TO INCLUDE ROOF TOP SIGNS

WHEREAS, the City Council of the City of La Vernia adopted Ordinance Number 091406-01, which has since been codified in Chapter 26 of the City's Code of Ordinances, to ensure the orderly development of land and use of property within its corporate limits and extraterritorial jurisdiction ("ETJ") and to provide for uniform sign standards and regulations in order to ensure public safety, efficient communication and promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of the City of La Vernia's business, cultural, historical, and residential areas; and

WHEREAS, the City Council continues to seek to maintain the value of the City of La Vernia's scenic and natural resources, which are the keystones of the City's economic strength and quality of life, through a comprehensive regulatory program that includes land use and development ordinances regulating signs; and

WHEREAS, the City Council finds it necessary to amend Section 26-110 of the Code of Ordinances to include roof top signs.

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

ARTICLE 1. Amending the City's Code of Ordinances Section 26-110 (1) to read as follows:

Section 26-110 (1). Signs on property in other than residential areas. All pole, pylon, roof top and facade (wall) signs that exceed 48 square feet must be certified by a state registered professional engineer as being able to withstand a wind pressure load of at least 30 pounds per square foot and support the weight of the sign.

ARTICLE 2. RELATION TO OTHER ORDINANCES.

This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance. This ordinance is specifically subordinate to any ordinance or regulations of the City of La Vernia pertaining to building and construction safety or to pedestrian and traffic safety.

ARTICLE 3. EFFECTIVE DATE.

This ordinance shall take effect immediately from and after its passage.

ARTICLE 4. SAVINGS CLAUSE.

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending

under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City of La Vernia under any section or provisions of any ordinances in effect at the time of passage of this ordinance.

ARTICLE 5. CUMULATIVE.

The provisions of this ordinance shall be cumulative of all ordinances not repealed by this ordinance and ordinances governing or regulating the same subject matter as that covered herein. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

ARTICLE 6. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and section of this ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance and the remainder of this ordinance shall be enforced as written.

ARTICLE 7. PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED, this, the 12th day of November, 2015.

	Robert Gregory, Mayor
ATTEST:	
Brittani Porter, City Secretary	
APPROVED AS TO FORM:	
City Attorney	