

Addison 50!

50 YEARS OF FUN!

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

MAY 25, 2004

7:30 P.M.

**COUNCIL CHAMBERS
5300 BELT LINE ROAD**

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

#2a – Approval of the Minutes for the May 11, 2004 Council meeting.

Item #R3 – Consideration of an Ordinance canvassing the results of the municipal election on May 15, 2004, which was held for the purpose of electing three Councilmembers for full terms.

Attachment:

1. Ordinance
-

Item #R4 – Presentation of Proclamation and Plaque to Diane Mallory.

Item #R5 – Administration of the Oath of Office for newly elected Councilmembers.

Item #R6 – Presentation of the CLIDE Award to the Addison City Council by the North Central Texas Council of Government's Center of Development Excellence for the development of Addison Circle.

Attachment:

1. Council Agenda Item Overview
-

Item #R7 – Consideration of a Resolution approving the implementation of an incentive program for limited service hotels in Addison.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R8 – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications for advertisement in the November 2003 and March 2004 editions of the Addison/North Dallas Corridor Guide publication.

Attachments:

1. Council Agenda Item Overview
 2. Agreement
-

Administrative Recommendation:

Administration recommends approval.

Item #R9 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$28,765.00 with RedSalsa Technologies to design a web-enabled on-line payment/transactions processing system including a Kiosk solution.

Attachments:

1. Council Agenda Item Overview
2. E-Court Solution Proposal
3. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$28,920.00 with EyeVR Solutions to design and integrate an IVR (Interactive Voice Response) system to RedSalsa web-enabled application for on-line payment/transactions processing system for the Addison Municipal Court Department.

Attachments:

1. Council Agenda Item Overview
2. E-Court Solution Proposal
3. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R11 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$49,495.20 with town matching funds of \$4,950.00, with Hoyt Breathing Air Products as sole source for self-contained breathing apparatus upgrades for the Addison Fire Department.

Attachments:

1. Council Agenda Item Overview

2. Memo from Chief Noel Padden

Administrative Recommendation:

Administration recommends approval.

Item #R12 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$400,105.00 with RKM Utility Services, Inc. for construction of the Talisker Apartments water line improvements project.

Attachments:

1. Council Agenda Item Overview
2. Bid Sheet

Administrative Recommendation:

Administration recommends approval.

Item #R13 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$98,240.00 with Jim Bowman Construction Company, L.P. for miscellaneous pavement improvements to various streets.

Attachments:

1. Council Agenda Item Overview
2. Bid Sheet

Administrative Recommendation:

Administration recommends approval.

Item #R14 – Presentation of Quarterly Financial Report.

Attachment:

1. Quarterly Financial Report
-

Item #R15 – Presentation of budget process, budget development calendar and Council surveys.

EXECUTIVE SESSION

Item #ES1 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about contemplated litigation related to the Addison Airport.

Adjourn Meeting

Posted 5:00 p.m.
May 21, 2004
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 11, 2004
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Hirsch, Mallory, Niemann, Silver, Turner
Absent: Chow

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Joy Kees (Human Resources), Tony Barajas (General Services), John Peskuski (Fire) and Jared Wilson (Intern, City Manager).

Ron Whitehead, City Manager, announced the following upcoming events: Taste Addison, May 15-16, 2004; Canvassing of the Election will be held on Wednesday, May 25, 2004 and Artfest. May 29-31, 2004.

Councilmember Silver informed the Council of a newspaper article on a court case regarding a property tax issue.

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the April 26, 2004 and April 27, 2004 Council Meetings.

Councilmember Mallory moved to duly approve the Minutes of the April 26, 2004 and April 27, 2004 Council Meetings, subject to the April 26, 2004 Minutes to reflect the absence of Councilmember Chow. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R3 – Presentation of Proclamations to Doug Jeanes, Director and Kevin Raulie, Assistant Director of the Cavanaugh Flight Museum.

Mayor Wheeler presented proclamations to Doug Jeanes and Kevin Raulie for their service to the Cavanaugh Flight Museum.

Item #R4 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 320, on

application from Freebird's World Burrito, represented by Ms. Lori Chandler of Mayse and Associates, Inc.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

Councilmember Turner moved to duly pass Ordinance No. 004-023 approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 320, on application from Freebird's World Burrito, subject to the following conditions:

1. The new landscaping for the site shall be installed and the irrigation system for the site to be inspected prior to the issuance of a Certificate of Occupancy for this restaurant.
2. The applicant shall not use any terms, including the term "bar", "tavern", or any graphic depictions that denote alcoholic beverages in exterior signs.

Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Chow Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R5 – Consideration of approval of award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$145,267.42 with Ratliff Hardscape, LTD for replacement of masonry walls on Chancey Drive and Proton Drive in the Les Lacs residential area.

Councilmember Chow moved to duly pass Resolution No. R04-032 approving the award of bid and a Resolution authorizing the City Manager to enter into a contract in the amount of \$145,267.42 with Ratliff Hardscape, LTD for replacement of masonry walls on Chancey Drive and Proton Drive in the Les Lacs residential area. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R6 – Consideration of a Resolution encouraging the Dallas County Commissioners Court to find a regional funding solution for the construction of a football stadium for the Dallas Cowboys Football Club, LLC.

Mayor Wheeler opened the meeting as a courtesy public hearing. Comments were made by: Rusty Smith of Springhill Suites, Michael Lunsford of Mary Kay Corporation and Ron Vincent. There were no other questions or comments. Mayor Wheeler closed the meeting as a courtesy public hearing.

Councilmember Silver moved to duly pass Resolution No. R04-033 encouraging the Dallas County Commissioners Court to find a regional funding solution for the construction of a football stadium for the Dallas Cowboys Football Club, LLC. Councilmember Mallory seconded. The motion carried.

Councilmember Niemann moved to amend the motion to reflect approval subject to language changes by the City Attorney. Councilmember Mallory seconded. The motion carried.

Voting on the amended motion:

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Voting on Item #R6:

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

Item #R7 – Consideration of a Resolution approving an Administrative Services Agreement with ICMA-RC to administer the Town’s Section 457 Deferred Compensation Plan, approving the Plan and Trust Document, approving a group trust with Vantage Trust Company for collective investments, and appointing members to the Plan Committee and appointing the Plan Coordinator.

Councilmember Mallory moved to duly pass Resolution No. R04-0034 approving an Administrative Services Agreement with ICMA-RC to administer the Town’s Section 457 Deferred Compensation Plan, approving the Plan and Trust Document, approving a group trust with Vantage Trust Company for collective investments, and appointing members to the Plan Committee and appointing the Plan Coordinator, subject to language changes and approval of the City Attorney. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: None

EXECUTIVE SESSION. At 8:35 p.m., Mayor Wheeler announced that the Council would convene into Executive Session.

Item #ES1 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about contemplated litigation related to the Addison Airport.

Item #ES2 – Closed (executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to consult with its attorney to seek advice regarding certain pending litigation, to wit: Transcontinental Realty Investors, Inc., et al. v. The Town of Addison, Texas, et al.

The Council came out of Executive Session at 9:51 p.m.

There being no further business before the Council, the meeting was adjourned.

Mayor

Attest:

City Secretary

ORDINANCE NO. 004- ____

AN ORDINANCE BY THE CITY COUNCIL TO THE TOWN OF ADDISON, TEXAS CANVASSING THE RESULTS OF THE MAY 15, 2004 MUNICIPAL ELECTION WHICH WAS HELD FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS FOR A FULL TERM.

WHEREAS, there came to be considered the returns of an election held on the 15th day of May 2004, for the purpose of electing three councilmembers for a full term; and

SECTION 1. Whereas, it appears from said returns, duly and legally made, that there were cast at said election 1548 valid and legal votes; and

SECTION 2. That each of the candidates in said election received the following votes:

COUNCILMEMBER, FULL TERM

| <u>Name of Candidate</u> | <u>Total Votes</u> |
|--------------------------|--------------------|
| Steve Blum | 255 |
| Fredric Silver | 356 |
| Joe Chow | 479 |
| Tom Braun | 353 |
| Wendy Crouse | 105 |

Number of voters: 640

SECTION 3. That said election was duly called, that notice of said election was given in accordance with the law, and that Fredric Silver, Joe Chow, and Tom Braun were duly elected to the office of Councilmember for a full term.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, on this the 25th day of May, 2004.

MAYOR

ATTEST:

CITY SECRETARY

PUBLISHED ON: _____

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R4**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R5**

Council Agenda Item: #R6

SUMMARY:

For the City Council to receive the CLIDE award which stands for **Celebrating Leadership In Development Excellence** of the Town's efforts in the development of Addison Circle.

FINANCIAL IMPACT:

Revenue Budgeted Amount: \$N/A

Cost: \$N/A

BACKGROUND:

The North Central Texas Council of Government's (NCTCOG) Center of Development Excellence developed an awards program to recognize development projects that demonstrate its "10 Principles of Development Excellence". These principles are: Development Options, Efficient Growth, Pedestrian Design, Housing Choice, Activity Centers, Environmental Stewardship, Quality Places, Transportation Efficiency, Resource Efficiency, and Implementation.

John Promise, Fernando Costa, and Meredith Martin from the Council of Governments will be in attendance at the May 25th Council meeting to present the CLIDE award to the City Council.

RECOMMENDATION:

N/A

Council Agenda Item: #R7

SUMMARY:

Approval of resolution implementing Addison limited service hotels incentive program.

FINANCIAL IMPACT:

Budgeted Amount: \$25,000.00

Cost: \$25,000.00

BACKGROUND:

This new program is designed to assist Addison limited service hotels in booking new business. The program will allow the limited service hotels to offer an incentive or amenity to the planner of a potential group. The incentive will help encourage the group to choose Addison as their destination. Each hotel will be allowed a maximum of \$10 per sleeping room for the program.

All amenities will be purchased from Addison businesses such as Addison retail outlets, attractions, caterers, or the Addison Conference and Theatre Centre. After the amenity has been purchased, the hotel will invoice the Town for that amount. This program will bring in additional room nights to the limited service properties at a time when they desperately need it. This program will be tracked and the results will be reported back to council.

We already have a similar program that has been extremely successful for the full service hotels but have not yet had a good program that could benefit the limited service hotels. This program has the support of the Addison Hotel Association.

RECOMMENDATION:

Staff recommends approval.

Council Agenda Item: #R7

SUMMARY:

Approval of resolution implementing Addison limited service hotels incentive program.

FINANCIAL IMPACT:

Budgeted Amount: \$25,000.00

Cost: \$25,000.00

BACKGROUND:

This new program is designed to assist Addison limited service hotels in booking new business. The program will allow the limited service hotels to offer an incentive or amenity to the planner of a potential group. The incentive will help encourage the group to choose Addison as their destination. Each hotel will be allowed a maximum of \$10 per sleeping room for the program.

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We already have a similar program that has been extremely successful for the full service hotels but have not yet had a good program that could benefit the limited service hotels. This program has the support of the Addison Hotel Association.

RECOMMENDATION:

Staff recommends approval.

2004 Addison Limited Service Hotel Incentive Program

Objective:

To assist limited service hotels in Addison to secure new business, group bookings and meetings through offering an incentive, redeemable at Addison attractions, retail outlets, caterers and Addison Conference Center.

Program Directives:

Limited service hotels participating in program will be allowed up to \$10 per guest room.

Example: Holiday Inn Express has 115 guest rooms.

115 X \$10 = \$1,115 in incentives

Hotel could use the funds to cater a welcome reception at the hotel or book space at the Addison Conference Centre or purchase gift baskets, or use as a welcome amenity to be placed in guest room. The funds could be used to secure several different groups.

Program will be effective May 31, 2004 and end on September 30, 2004.

Redemption Requirements:

The amenities would have to be purchased at an Addison business related to (but not limited to) the following types of business:

Addison Attractions

Addison Retail Outlets

Addison Caterers

Addison Conference Center

Gift baskets and items purchased from Addison businesses

Welcome amenities for guest rooms purchased at Addison businesses

Hotels will send invoice of amenity along with the information on the following page.

2004 Addison Limited Service Hotel Incentive Program
Redemption Form

| |
|----------------------------|
| Hotel Name: |
| Hotel Address: |
| Hotel Phone Number: |
| Hotel Fax Number: |
| Hotel E-mail Address: |
| Hotel Contact: |
| |
| Company Name: |
| Company Address: |
| Company Phone Number: |
| Company Contact: |
| Arrival Date: |
| Departure Date: |
| Room Nights: |
| Hotel Revenue: |
| Folio attached: |
| Amenity receipts attached: |

Reason for redemption: _____

Submitted by:

General Manager

Date

Mail to : Town of Addison
Attention: Visitor Services Department
P O Box 9010
Addison, Texas 75001

Form must be received by Visitor Services Department no later than
September 30, 2004 to be qualified for reimbursement.

Council Agenda Item: #R8

SUMMARY:

Approval of an agreement with Hand & Associates Marketing Communications to advertise in the August 2004 edition of the Addison/North Dallas Corridor Guide publication.

FINANCIAL IMPACT:

\$35,000 edition
\$ 2,250 for distribution to the top 100 employers and
25 principal buildings within the designated area

Total cost: \$37,250

BACKGROUND:

In the Fall of 1998 the Town entered into agreement with Hand & Associates to buy advertising in the Addison/North Dallas Visitors Guide for the purpose of promoting Addison and the surrounding area to visitors. For the past two years the Guide has been produced three times a year. Because of the financial shape of the Hotel Fund during last year's budget preparation, staff eliminated one of proposed issues but discussed the possibility of adding the third issue should the Hotel Fund finances improve. Staff is seeing an improvement in the Hotel Fund and believes that it is important to publish the third issue.

The Guide continues to be well received and is distributed to all the hotel rooms in Addison and the LBJ corridor as well as the lobbies of the 25 principal buildings and the top 100 employers within the defined geographic area.

RECOMMENDATION:

Staff recommends approval.

STATE OF TEXAS

Addison/North Dallas Advertising Agreement

COUNTY OF DALLAS

This Agreement is made as May 25,2004 by and between the Town of Addison, Texas (the "Town") and Rodney Hand & Associates Marketing Communications, LP ("Hand").

WHEREAS, the Town is a duly incorporated municipality pursuant to the laws of the State of Texas; and

WHEREAS, Hand is a limited partnership doing business in the State of Texas; and

WHEREAS, Hand is the owner of a publication known as the Addison/North Dallas Publication (the "Publication"), and the Town desires to advertise in the Publication for the purpose of promoting the Town and the surrounding area to visitors through distribution in hotel rooms in the Town and North Dallas; and

WHEREAS, the Town and Hand agree that the Publication shall be produced and distributed in accordance with the terms of this Agreement (including Exhibit A attached hereto and incorporated herein).

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Hand & Associates Marketing Communications do contract and agree as follows:

1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein in their entirety.
2. Term. This Agreement shall be in effect from the date of execution hereof by the Town and shall terminate, except as otherwise provided for herein, upon completion of the second issue of the Publication, including its distribution.
3. Conduct of Publication. Hand shall be the owner/publisher of the Publication and the Town shall be considered an advertiser.
4. Obligations, Representations and Warranties; Indemnification.
 - A. Hand: Hand represents, warrants and covenants that:
 - (1) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce the Publication.
 - (2) In the production of the Publication, Hand shall comply with all applicable federal, state and local laws, rules and regulations.

- (3) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area without prior written approval from the Town.
- (4) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.
- (5)(a) IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT, HAND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH HAND'S PERFORMANCE OF THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.
- (b) WITH RESPECT TO HAND'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (A), HAND SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNITEE FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNITEE, OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE, OR SOLE CONDUCT OF THE INDEMNITEE THAT MAY OR DOES EXPOSE THE INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.
- (c) IF AN INDEMNITEE SUFFERS DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES RESULT IN EXPOSURE TO STRICT LIABILITY, OF BOTH HAND AND THE INDEMNITEE, HAND'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (A) WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO HAND'S OWN PERCENTAGE OF RESPONSIBILITY.

- (6) Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. Town: The Town represents, warrants, and covenants that:

- (1) The Town shall pay Hand a sum of \$35,000 for 18 pages of R.O.B. (Run of Book) advertising in the August 2004 issue of the Publication. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A.
 - (2) The Town shall pay Hand a sum of \$1,500 for distribution of the August 2004 Publication to the top 100 employers in that area which includes the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Frankford Road, east to Hillcrest Road, and west to Marsh Lane. The top 100 employers shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.
 - (3) The Town shall pay Hand a sum of \$750.00 for distribution of the August 2004 Publication in the lobbies of the principal 25 buildings located in that area which includes the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Frankford Road, east to Hillcrest Road, and west to Marsh Lane. The principal 25 buildings shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.
5. Termination. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all services properly performed to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

6. Delays. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.
- b. It will constitute a breach of this Agreement, allowing for termination and/or recovery of damages which the non-breaching party sustains if:
- (i) The Town fails to make any payment due hereunder within thirty (30) days following the receipt of an invoice therefor, (and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or
 - (ii) Hand fails to deliver the August 2004 issue of the Publication, in the required quantities (see Exhibit A) on or before August 23, 2004, provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publication. Failure by Hand to deliver on the dates set above shall result in a late fee of \$400.00 per day which the Town shall deduct from the final amount then payable.
7. Notice: Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

Town of Addison
P. O. Box 9010
Addison, TX 75001
Attn: Lea Dunn
Deputy City Manager

To Hand:

Rodney Hand & Associate
Communications, LP
PO Box 7444
Dallas, TX 75209
Attn: Rodney Hand

8. Assignment. This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. Because this is a services contract, the Town is not obligated to consent to any assignment or other conveyance of any portion of this Agreement. Any attempted

assignment or other conveyance hereof by Hand shall be null, void and of no force or effect.

9. Independent Contractor. The relationship of Hand to the Town is that of an independent contractor. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the other. No term or provision of this Agreement or any action in the performance hereof is intended nor shall be construed as making Hand the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
10. Texas Law to Apply. This Agreement and Exhibit "A" shall be governed by the laws of the State of Texas (without reference to its conflict of law provisions), and shall be performable and all compensation payable in Dallas County Texas. Venue under this Agreement lies in Dallas County, Texas.
11. Entire Agreement. This Agreement and the attached "Exhibit A" represents the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
12. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.
13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**RODNEY HAND & ASSOCIATES
MARKETING
COMMUNICATIONS, LP**

By: _____
Ron Whitehead, City Manager

By: _____
Rodney Hand, Principal

Attest: _____
Carmen Moran, City Secretary

EXHIBIT "A"

DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATION

- A. **Schedule:** The August 2004 issue of the Publication shall be completed and distributed by Hand on or before August 23, 2004.
- B. **Duties of Town:** The Town shall:
1. Become the anchor advertiser for the August 2004 issue of the Publication. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the August 2004 issue of the Publication at a total cost not to exceed \$35,000. Payment shall be due based on the following schedule:

For the August 2004 issue, a total of \$35,000.00 will be due 30 days after completion by Hand of delivery of the Publication to all the hotels contained on a distribution list designated by the Town and the distribution of the Publication to all other sources as described herein.
 2. Submit to Hand in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 96 hours of receipt from Hand.
 3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town.
 4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.
- C. **Duties of Hand:** Hand shall provide:
1. On or before June 7, 2004 a timeline that details the elements of the Publication with key milestones.
 2. A minimum 64-page Perfect Bound magazine of 30,000 copies for the August 2004 issue of the Publication.

3. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for approval by the Town. No editorial material of any nature will appear in the Publications unless it has been reviewed and approved by the Town.

4. The Town shall have prior approval of all promotional material including advertising rates pertaining to the Publication.

5. Hand shall be responsible for the distribution of the Publication to the participating hotels and shall also verify placement of Publication in guest rooms. Hand shall also provide placement copies to hotels as needed. In addition, Hand shall also distribute the publication to the following sources:

**Participating Hotel Sales Offices
Corporate Concierges (4 buildings in area)
Commercial Leasing Offices (12 locations of new construction in Addison)
Residential Real Estate Offices.
Advertisers**

Hand shall provide to the Town a list of all sources to whom copies of the Publication are distributed.

Hand shall coordinate distribution of the Publication at the Dallas Market Center, provided, however that, the Town shall assume the costs associated with this distribution.

6. As the anchor advertiser, the Town will be given copies for distribution.

7. Advertising sales area will be limited to:

**South of Frankford East
of Marsh Lane North of
Harvest Hill West of
Hillcrest Road**

Major retail concentrations such as the Galleria and Valley View Mall shall be included.

Restaurants outside the area shall not be included.

No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Town of Addison Deputy City Manager or City Manager. The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.

8. The Town and Hand agree that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.

9. **The Town and Hand agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4595.00.**

Council Agenda Item: #R9

SUMMARY:

This item is to request Council's approval of a contract with RedSalsa Technologies to design a web-enabled application for on-line payment/transactions processing system including a Kiosk system. This system will be integrated to EyeVR system for the Municipal Court Department. Last year we released a RFP to solicit responses from qualified vendors and implementers. Seven (7) proposals were received. RedSalsa is one of the two vendors selected for this project. A copy of the contract and the RFP are attached.

FINANCIAL IMPACT:

Budgeted Amount: **\$0**

Cost: **\$28,765**

For most traffic violations, the Town collects a \$4.00 municipal court technology fee for each citation adjudicated. According to state law, these funds can only be spent on technology improvements for the municipal court. While the RedSalsa payments solution is not budgeted for FY 2003-04, there are currently municipal court technology funds that are available for this purpose. If approved, this expenditure will need to be formally recognized as a mid-year budget amendment in the Municipal Court fund in late summer.

BACKGROUND:

This solution will be serving everyone by permitting on-line payments for transactions with the Municipal Court System. Under this design the users will be allowed to certain interaction (to enter a plea and/or sign up for defensive driving school) within the web site and allow payment/s to be made over the **Internet**, and a **kiosk**.

Currently, the Town of Addison uses a program called Court House 2000 by Court Specialists, Inc. for entering and storing information about cases filed in the Municipal Court. The Town also utilizes an Enterprise Financial System and a check verification system provided by TeleCheck to reduce bad checks and their collection. This solution will be integrated to all three aforementioned systems for a true on-line processing.

It should be noted that Juveniles and persons in warrant would be blocked from using the site. Defensive driving would be allowed for only certain violations. This system has a dynamic base of offenses built into it, which is changeable by the Court for offenses allowable. The system

reads whether the accused is a juvenile, a minor charged with alcohol violation or in active warrant status and exclude these from payment. This system is very user friendly and it has administrative tools that allow to a) post legislature forms, b) change the instructions on the web site, c) change convenience fee distribution method, d) change receipt format and information which are generated for receipt, e) edit payment by the Court personnel without programming changes.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with RedSalsa Technologies to design a web-enabled on-line payment/transactions processing system including a Kiosk solution in the amount of \$28,765.

Addison!®

A Request for Proposal

E-Court Solution

Date Issued: Friday, March 21, 2003
Date Due: Friday, April 25, 2003

1.0 INTRODUCTION

An brief synopsis and Invitation to submit proposals

1.1 THE TOWN OF ADDISON

The Town of Addison is located in the Dallas North Parkway area, which has been referred to as the “golden corridor” of the Dallas metroplex. Aside from the Town of Addison, the area encompasses the Dallas suburbs of Carrollton, Farmers Branch, and Plano. The area, which developed rapidly during the late 1970’s and early 1980’s is home to affluent residential neighborhoods, over 1,200 million-dollar companies, and scores of quality restaurants. The area commands a central location in reference to Downtown Dallas, DFW airport, and the Plano Corporate Campus area.

Epitomizing the best features of the area is the Town of Addison. The Town places a special emphasis on quality of life, which demands all development meet the most rigorous building requirements. The result of this philosophy has made Addison a cosmopolitan “downtown-uptown” distinguished from almost any other urban area in the nation.

Although it has only 14,166 residents, the Town serves an estimated 55,000 businesspersons, shoppers and visitors every day. The Town’s blend of residential, retail, and office uses creates an open environment, which avoids the claustrophobic effect usually associated with densely developed areas.

1.2 INTENT OF THE RFP

This Request for Proposal (RFP) is intended to solicit responses from qualified Vendors and Implementers for an on-line payments/transactions solution for the Municipal Court module.

1.3 EVENTS & DATES

The following sequences of events and tentative schedule dates have been established.

➤ Request for Proposal Distributed – Friday, March 21, 2003

Copies of this proposal can be obtained through the following media.

Hardcopy/Electronic: Minok Suh
Office of the Purchasing Coordinator
Addison Finance Building
5350 Belt Line Rd
Addison, TX 75240
Phone: 972-450-7091

➤ Vendor Sealed Proposals Due – Friday, April 25, 2003 at 3:00 p.m.

Proposals shall be enclosed in a sealed envelope or carton and will be received until Friday, April 25, 2003 at 3:00 p.m., CST. No late proposals will be accepted.

Vendor must clearly mark on outside of proposal envelope/package the following.

Company name, address, and bid name:

RFP 03-14 On-Line Transaction/Payment Solution for Court Module

Submit to: Office of the Purchasing Coordinator
Addison Finance Building
5350 Belt Line Rd
Addison, Texas 75240

1.4 CONTACT INFORMATION

Please direct all procurement and administrative questions to **Minok Suh**, the Town's Purchasing Coordinator at 972-450-7091 or msuh@ci.addison.tx.us

All other questions related to this procurement can be directed to **Hamid Khaleghipour**, Information Technology Director at 972-450-2868 or hkhaleghipour@ci.addison.tx.us

2.0 WORK DEFINITION

2.1 PRODUCTION SUPPORT

The solution must contain sufficient vendor resources to design and implement an on-line Payment/Transaction solution for the Court Module described in this RFP.

3.0 PROPOSAL FORMAT

The response should be prepared in a simple and straightforward manner. **The Vendor will provide two (2) original, in hard copy format, and one (1) in electronic format (Floppy Disk/CD)** to the location specified within this RFP on or before the closing data and time for receipt of proposals.

The Vendor will segment their proposal into the following sections.

3.1) EXECUTIVE SUMMARY

The Vendor will provide an Executive Summary, which presents in brief, concise terms, a summary level description of the contents of the Proposal.

The Vendor will detail all exceptions to the exact requirements imposed by this RFP.

The Vendor will indicate the proposal is firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

3.2) VENDOR PROFILE

The Vendor will indicate the primary company assuming overall responsibility for successful completion of the project. In addition, the Vendor will indicate all other companies who will be providing products or services through a subcontracting arrangement with the Vendor or through a separate contract to be negotiated with the Town.

It is important to recognize the Town is looking for a single Vendor to assume primary responsibility for the successful implementation of the proposed solution from contract signing through formal acceptance by the Town.

Vendor profile information will include such items as: the year established, business organization, office locations, financial history, nature of business, strategic direction, industry specialties, software products, hardware products, number of employees, number of client installations, outstanding litigation, and authorized negotiator(s).

3.3) VENDOR QUALIFICATIONS

The Vendor must demonstrate a proven track record in providing reliable technology solutions across a series of successful installation efforts.

The Vendor's record will reflect experience within a similar environment and of a similar nature and magnitude to that being proposed to the Town. Relevant experience must be associated with projects completed not more than three (3) years prior to the date of this RFP. The Vendor will provide a customer reference listing and related contact information for a minimum of five (5) customers for which the Vendor has completed a similar effort.

The Vendor is asked to provide a comprehensive list of customers for review by the Town.

3.4) THE SOLUTION

The Town recognizes that the implementation of an extensive on-line solution is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, it is acknowledged that the Vendor may be required to make assumptions regarding the Town's environment or specific requirements. Any assumptions made by the Vendor in regard to this RFP should be documented in-line with the response.

Additional detailed review and design activities will take place with the Vendor finalist to refine elements of the proposal, prior to contract negotiation and approval.

3.4.1) THE PROJECT APPROACH

The vendor will present its methodology and approach to completing this project. Each major activity will be identified, discussed and project deliverables identified.

3.4.2) THE TECHNOLOGY COMPONENTS

The Town of Addison is seeking to serve its citizens by permitting on line payments for transactions with the Municipal Court. Currently, a static web site is provided on the Town's web site, www.ci.addison.tx.us, which provides certain information. It would be desirable to permit certain interaction with the web site and allow payment to be made over the Internet, by a kiosk and by telephone.

Currently, the Town of Addison uses a program called Court House 2000 by Court Specialists, Inc. for entering and storing information about cases filed in the Municipal Court. The Town also utilizes an Enterprise Financial System and a check verification system provided by TeleCheck to reduce bad checks and their collection. **Integration with these programs and services are required. Integration with Town's Enterprise Financial System must be accomplished through a "Flat File" upload. A sample of the "Flat File" layout, Exhibit A, is included.**

Access for payment would be through the Internet, an authorized work station (kiosk) or the telephone. It is desired to authorize the user to enter a plea, sign up for defensive driving school and make payments by credit cards (Visa, Master Card, Discover or American Express) which would go through our bank for approval, by electronic check for

certain offenses through the Internet and an automated express system , at the Kiosk location, which lets users to pay cash, all without ever talking to a cashier. Juveniles and persons in warrant would be blocked from using the site. Defensive driving would be allowed for only certain violations. So a dynamic base of offenses would need to be built which is changeable by the Court for offenses allowable. The program would need to read whether the accused is a juvenile, a minor charged with alcohol violation or in active warrant status and exclude these from payment.

Because the Legislature any forms, instructions on the web site, Convenience Fee distribution method, or which are generated for receipt, and payment must be editable by the Court personnel without programming changes.

Internet

Access through the Town's site at www.ci.addison.tx.us and the Municipal Court subsection. The payment query would be one of the links with this page. A flow chart is attached which outlines the desired functions. In addition, representative pages are attached which would lead the user through the procedure. Instructions should be bi-lingual in English and Spanish.

- Once accessed a page would appear similar to the "Find Citation" page shown. The Citation Number would be entered. We currently have citations from police on parking and all others, code enforcement and the fire department.
- The next screen not shown would require cross verification by entering one of three items 1. date of birth in ddmmyyyy format, 2. driver's license number or 3. vehicle's license plate number (for parking). Once entered the program would double check and then allow access to all cases filed on this information. The program would search all related cases on that cross id and display them.
- The "Citation Information" page would appear. It would show non payable citations or causes in the system including: closed cases, juvenile cases or cases in warrant. It would then have (in a contrasting area and color such as "blue") cases which are pending and payable. The user would be instructed to choose the highlighted cases to pay or do defensive driving.
- A Plea screen would display and the user would then choose whether they "AGREE", "DISAGREE" or "Wish to Take Defensive Driving School". Language on this screen must be editable by the Court without programming changes.
- Next would be a Payment screen, similar to that shown but including all credit cards which would clear through our bank. In addition, we would add the ability to do an electronic check using TeleCheck Internet Check Acceptance Service.
- Transaction approved screen would then appear and print out with the transaction number. If another case is still open then the ability to go back to the citation screen would appear for payment of that case until all are paid or they leave the area.

Kiosk

- The ability to add touch screen terminals which display the same information in the lobby of the Court and elsewhere. Instead of going to the Internet it would access the program and process the information in the same manner. Payment options would be the same plus express

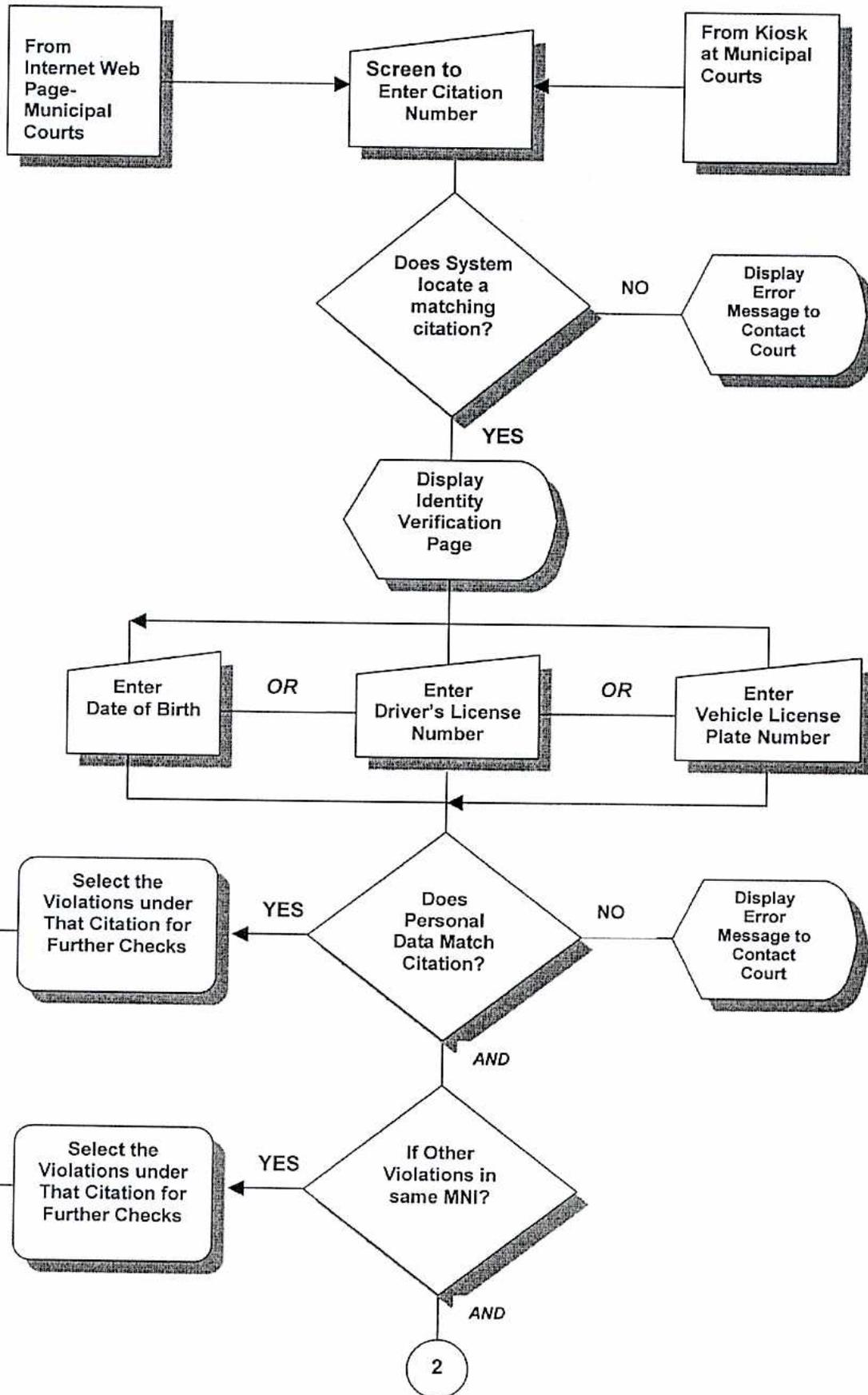
system for cash payment. In addition, a printer would print out the proper paperwork such as approval, defensive driving school.

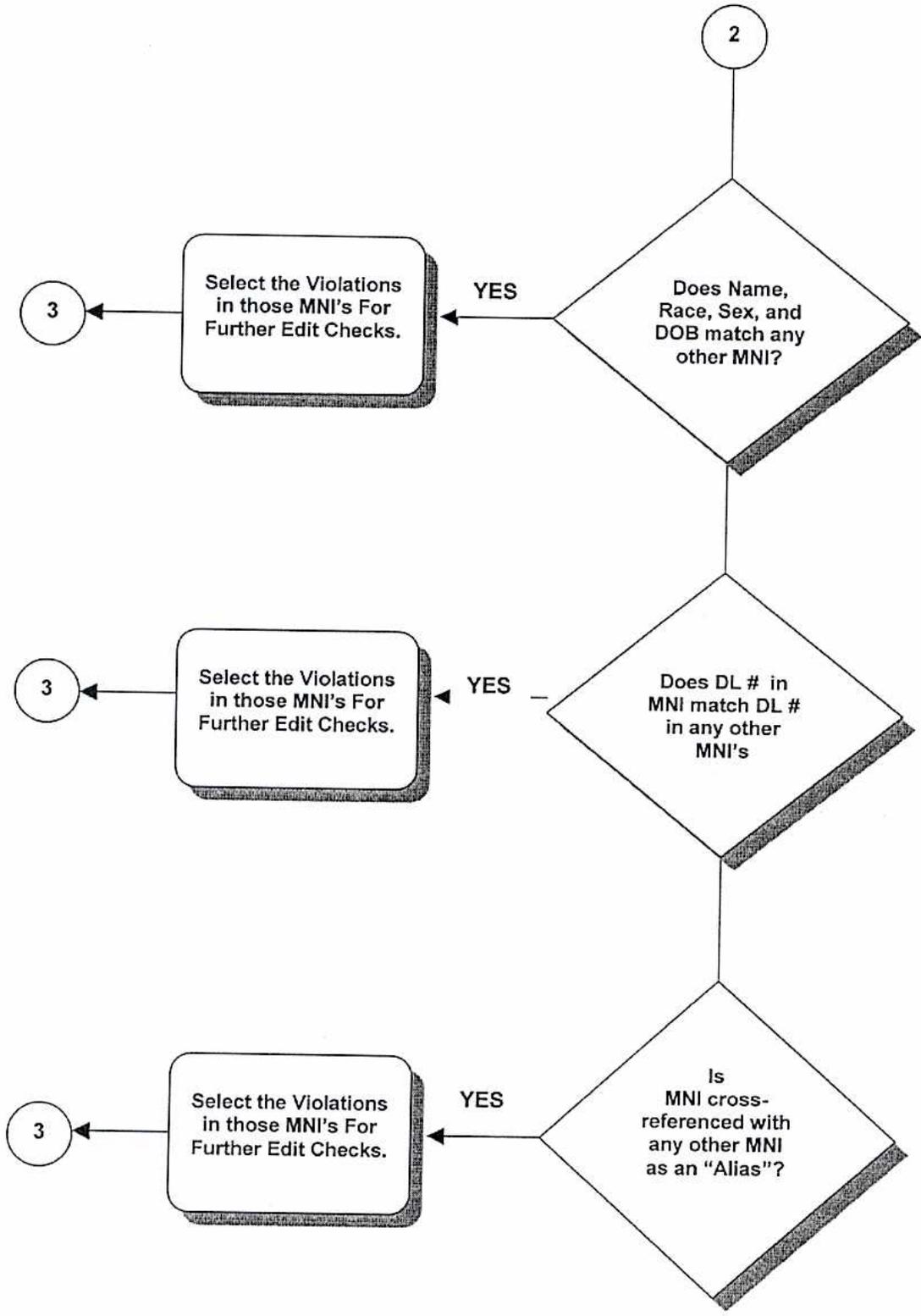
Telephone

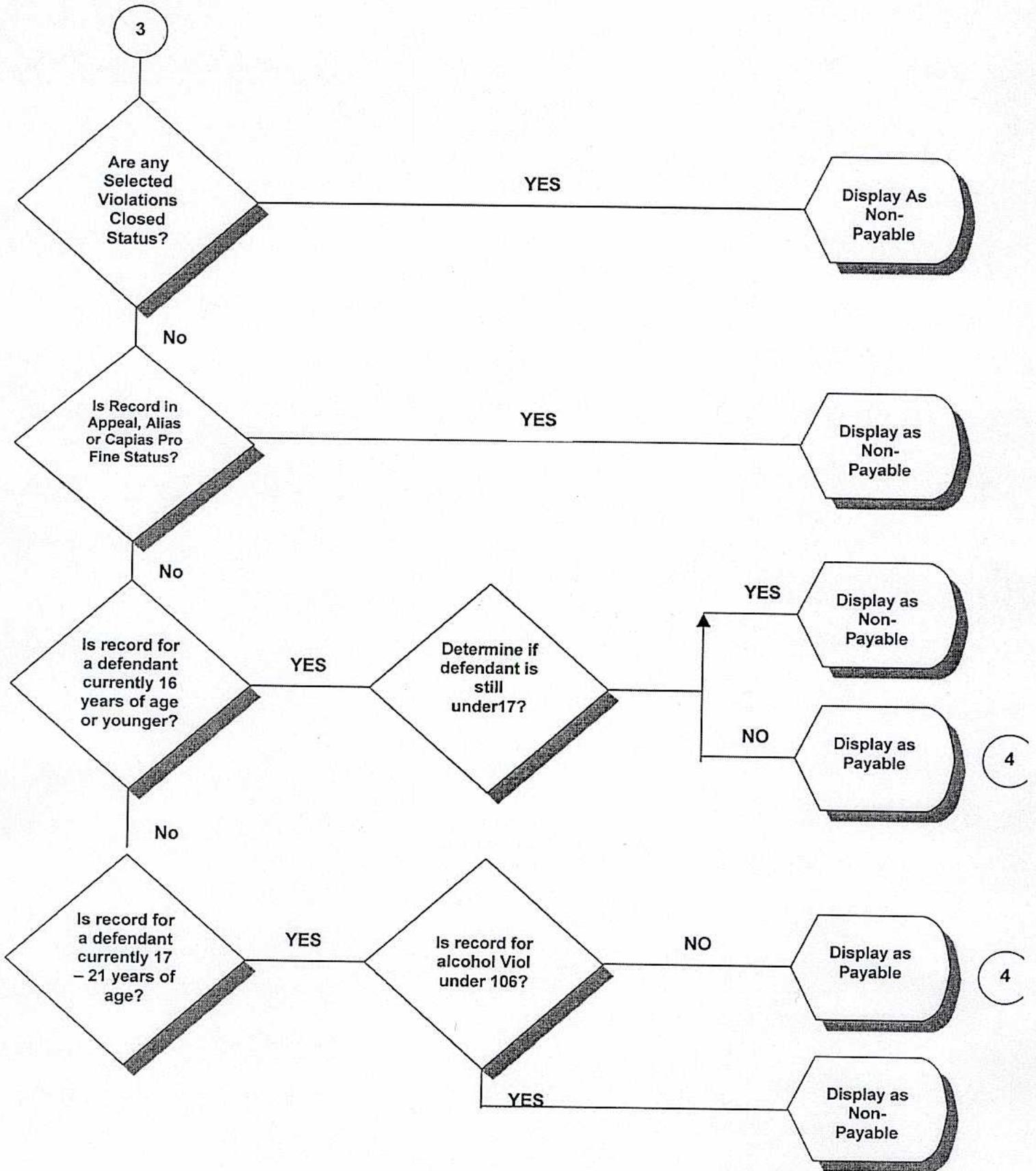
- The ability to use the key pad to access the information in a similar manner but verbally and with the key pad to our VRS and enter a credit card number to pay over the phone or pay by check using a program with our contractor TeleCheck. This would be the TeleCheck Checks By Phone Service. **Exhibit "B"** is the File layout currently is being used to transfer data from the Court House 2000 application to TeleCheck system.

E-COURT FLOW CHART

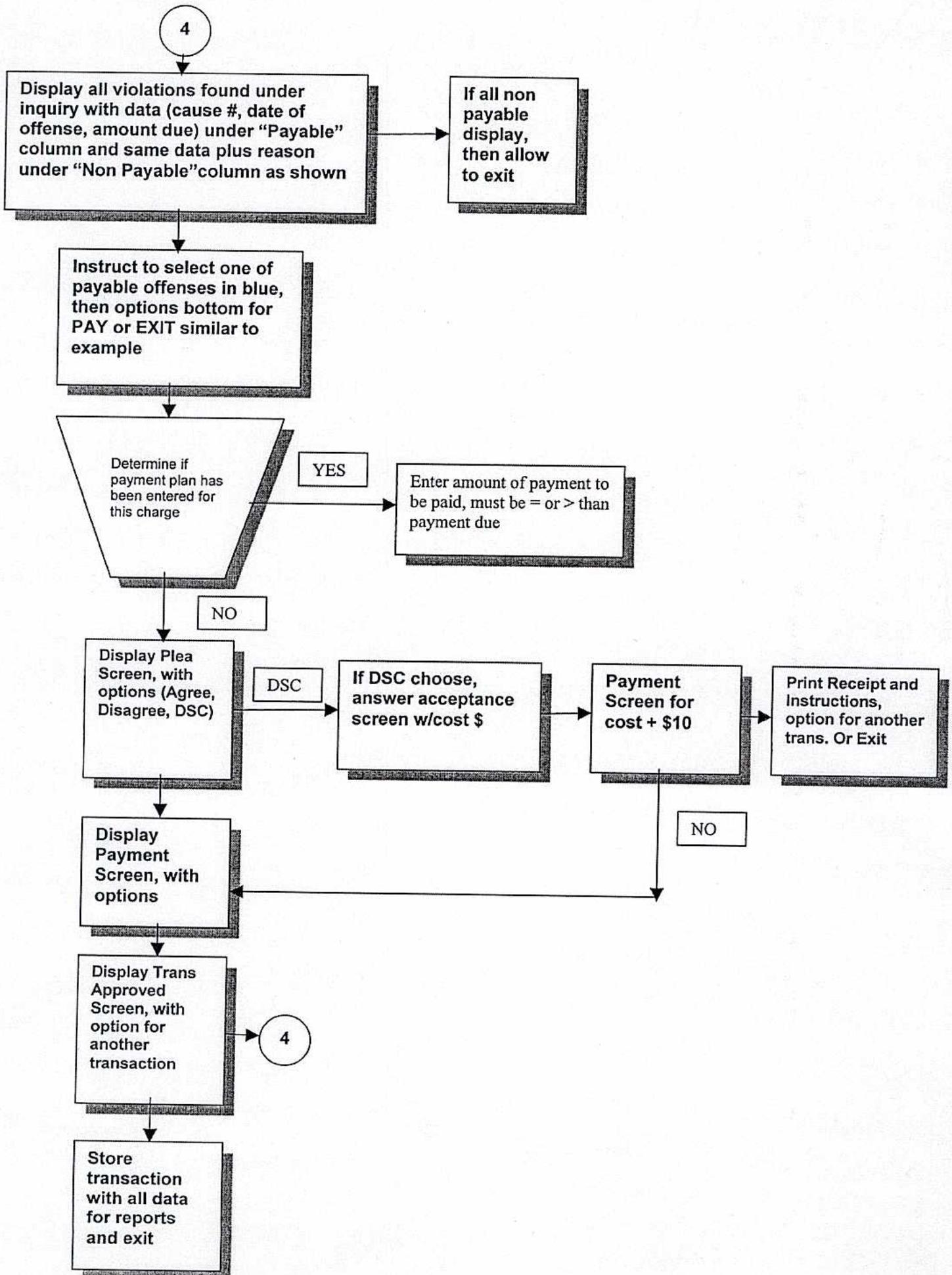
revised 3/11/03







SCREEN DISPLAYING PAYABLE AND NON PAYABLE CHARGES



FIND CITATION

To find a citation, select the department from which the citation was issued, and enter the citation number.

| | |
|------------------|--------------|
| Citation Type: ? | Police Dept. |
| Citation Number: | 395554 |

| | |
|--------------|--------------|
| <u>F</u> ind | <u>E</u> xit |
|--------------|--------------|

VERIFICATION

Enter one of the following for cross reference: date of birth, driver license number or vehicle license plate.

| | |
|-----------------|------------------------------|
| Date or License | Drop down with three options |
| | Box to enter date, license |

| |
|--------------|
| <u>F</u> ind |
|--------------|

CITATION INFORMATION

| | | | |
|-------------------------|-----------------------|--------------------------|--------------------|
| Name: | Doe, John | License Plate #: | 123ABC State: TX |
| Address: | 123 Anywhere | Driver License #: | 12345678 State: TX |
| City, State Zip: | DALLAS, TX 75238-0000 | Date Of Birth: | 04/26/1979 |

Non-Payable:

| Case # | Violation Desc. | Offense Date | Due Date | Amt. Due | Reason |
|----------|-------------------------|--------------|------------|----------|-------------|
| P287480A | Ran Red Light-Crosswalk | 03/17/1997 | 04/02/1997 | \$.00 | Case Closed |
| P287480B | Expired Inspection | 03/17/1997 | 04/02/1997 | \$.00 | Case Closed |

Payable: (click Case # to pay)

| Case # | Violation Desc. | Offense Date | Due Date | Amount Due |
|----------------|-------------------------|--------------|------------|------------|
| <u>P395554</u> | Ran Red Light-Crosswalk | 04/05/2001 | 04/19/2001 | \$150.00 |

Total Payment:

\$

Pay

Click the case # highlighted above which you wish to pay or do defensive driving for and then click the Pay button.

If you have an active warrant, you may not use this system to pay the fine. Your fine reflects late fees and warrants fees. You must appear in person or call the Court at (972) 450-1711 to discuss your options.

If you are a juvenile, an individual under the age of seventeen, or a parent or guardian of a juvenile or if you are under 21 and have been charged as a minor with an alcohol violation, you may not use this service and should contact the court at (972) 450-7111.

**** Defendant Plea and Payment Verification Statement ****

By paying my Fine Only Misdemeanor violation(s) filed in the Municipal Court, I understand that I am entering a plea of **Nolo Contendere** (No Contest) to the offense(s) and waiving my right to a trial by Jury or the Court. I agree to the pay in full the fine(s) assessed against me in this matter(s). I further understand that my plea of No Contest will result in reporting this violation to the State as required by law and, if applicable, may result in a conviction being reported against my driving record.

If you wish to take Defensive Driving School to prevent the convection from appearing on your record, and

1. You are charged with a moving violation under Subtitle C "Rules of the Road" and you not charged with speeding more than 25 miles over the limit, passing a school bus, or a CDL violation and your violation did occur in a Construction Zone
2. You have insurance or other financial responsibility as defined by the law
3. You have not taken the course to have another citation dismissed anywhere in Texas in the past 12 months
4. You must agree to the plea above by clicking the box I Agree and Defensive Driving School.

Then you may take Defensive Driving School.

I certify that I am the Defendant in this matter(s) and I have read and understand the foregoing statement and agree with the terms and conditions therein.

I Agree

I Disagree

I Agree & Wish to Take
Defensive Driving School

Name:
Doe, John

Total Payment:
150.00

Enter information as it appears on your credit card statement.

First Name:

Last Name:

Name on Card:

Telephone: format: 214-555-
5555

Your Billing Address:

City:

City

Address Line 2:

State and Zip Code:

Texas

Email:

The information provided is only used for processing this transaction. All fields are required.

[Questions/Comments/Problems](#)

Card Number: no dashes

Expiration Date:

January

2001



Card Type

Add American Express also add electronic check payment with windows for check routing number and account number to draft on account.

Tickets:
P395554

Payment

Click the payment button above to make a payment.

Transaction Approved

Thank you for your payment of \$150.00

| | |
|----------------------|-----------|
| Name: | Doe, John |
| Confirmation Number: | 617250 |
| Tickets Paid: | P395554 |

All payments are posted the next business day. If you have any questions regarding this transaction, contact the Municipal Court at XXX-XXX-XXXX.

If you have another case to pay press here.

Press Exit if not.

EXHIBIT "A"

| <i>Field Name</i> | <i>Positions</i> | <i>Field Length</i> | <i>Type</i> |
|-------------------|------------------|---------------------|-------------|
| GL Account # | 01 - 24 | 24 | A |
| Amount | 25 - 33 | 9 | N |
| Date | 34 - 39 | 6 | N |
| Description | 40 - 69 | 30 | A |
| GL Type | 70 - 71 | 2 | A |
| Transaction Code | 72 - 77 | 6 | A |
| Route 1 | 78 - 82 | 5 | A |
| Route 2 | 83 - 87 | 5 | A |

| |
|--|
| EXHIBIT "B" |
| CITATION NUMBER |
| DEFENDANT LAST NAME |
| DEFENDANT FIRST NAME |
| DRIVERS LICENSE NUMBER |
| SOCIAL SECURITY NUMBER |
| PERSONAL IDENTIFICATION NUMBER |
| (Repeat the following fields for each successive violation) |
| VIOLATION CODE (There are about 300+ possible codes which must have a corresponding English sentence description pre-recorded on the AVRU) |
| VIOLATION DATE |
| FINE AMOUNT |
| VIOLATION STATUS DESCRIPTION Note: possible Violation Status Descriptions are: Court appearance date set, or Plea date set, or Trial before the court date set, or Trial by jury date set, or Defensive driving compliance deadline set, or Deferred adjudication date set. |
| COURT APPEARANCE DATE |
| PLEA DATE |
| TRIAL BEFORE THE COURT DATE |
| TRIAL BY JURY DATE |
| DEFENSIVE DRIVING COMPLIANCE DATE |
| DEFERRED ADJUDICATION DATE |

3.4.3) SOLUTION COSTING

The Vendor will provide a detailed breakdown of all costs required for a successful implementation of the proposed solution. The Town encourages the Vendor to fully identify costs. To minimize or hedge on costs will only serve to place the Town and the Vendor at a disadvantage.

The Town is requesting the Vendor provide specific cost information for each described component and sub-total per section.

3.5) OTHER VENDOR INFORMATION

This section will include additional detail, which will allow the Town to gain a greater appreciation for the proposed solution. Any information, which is considered proprietary, should be clearly marked as such. The Town will assume no obligation or liability in the event proprietary information is disclosed.

4.0 TERMS AND CONDITIONS

The terms and conditions under which the Proposal will be made are detailed within this section. The Town views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the paragraph items within this section, as they will prevail in the event of any discrepancies or differences between project related or contractual documents.

4.1 BASIS FOR PROPOSAL

Only information supplied by the Town in writing through the Purchasing Office should be used in the preparation of Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

4.2 VENDOR TERMS AND CONDITIONS

The Vendor must submit a complete set of any additional terms and conditions that they propose to have included in a contract negotiated with the Town.

4.3 DISCLOSURE OF PROPOSAL CONTENTS

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals may not be open for public inspection. Such data must be stamped "proprietary" or "confidential" on each page on which they

appear, must be readily separable from the proposal and may be subject to review by the Attorney General of Texas in accordance with the Texas Open Records Act.

Vendors are advised that the confidentiality of their proposals will be protected by the Town to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased, and a contract has been awarded. While there is provision to protect proprietary information under the Act, where the vendor can meet certain evidentiary standards, please note that a ruling on whether these standards have been met will not be determined by the Purchasing Office of the Town of Addison but by the office of the Attorney General of Texas.

4.4 LATE PROPOSALS

Proposals must be returned in sufficient time so as to be received and date/time stamped at the specified location on or before the published proposal date and time specified. Any proposal received after the time and date set for receipt of proposals is late and cannot be considered.

4.5 SIGNING OF PROPOSALS

The submission and signature of a Proposal shall indicate the intention of the Vendor to adhere to the provisions described in this RFP.

4.6 COST OF PROPOSAL

This Request for Proposal does not commit the Town to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the Vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract), which might occur prior to delivery to the Town; and such loss, injury, or destruction, shall not release the Vendor from any obligations under this RFP or any resulting contract.

4.7 CONFLICT OF INTEREST, NON COLLUSION AND ANTI LOBBYING

The Vendor promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response; directly or indirectly, through any contact with Town Council members or other Town officials between the proposed submission date and award by the Town Council and that there will be non-collusion and non-conflict of interest.

4.8 OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposal shall become the property of the Town of Addison.

4.9 DISQUALIFICATION OR REJECTION OF PROPOSALS

Vendors may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists among the Vendors;
- The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the Town;
- The Vendor lacks financial stability;
- The Vendor has failed to perform under previous or present contracts with the Town;
- The Vendor has failed to use the Town's required forms;
- The Vendor has failed to adhere to one or more of the provisions established in this RFP;
- The Vendor has failed to submit "Itemized Cost Sheet/s" for all the items including but not limited to, hardware, software, Services, etc., stated in this RFP.
- The Vendor has failed to submit its Proposal in the format specified herein;
- The Vendor has failed to submit its Proposal on or before the deadline established herein;
- The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process;

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.

4.10 RIGHT TO WAIVE IRREGULARITIES

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind.

The Town reserves the right to waive minor irregularities and mandatory requirements provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town of Addison.

4.11 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or telegraphic notice received by the Purchasing Office prior to the exact hour and date specified for receipt of bids. A bid

may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

4.12 AMENDING OF PROPOSALS

A Vendor must submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town will not merge, collate, or assemble proposal materials.

4.13 PROPOSAL OFFER FIRM

Responses to this RFP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. All Proposals must include a statement to that effect.

4.14 EXCEPTIONS TO RFP SPECIFICATIONS

Although the specifications stated in the RFP represent the Town's anticipated needs, there may be instances in which it is in the Town's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Vendor make very clear where exceptions are taken to the specifications and how the Vendor will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the Town's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Vendor does not make clear that an exception is being taken, the Town will assume the Proposal is responding to and will meet the specification as written.

Where the Vendor does not agree with the Town's terms and conditions, we require the proposal to enumerate the specific clauses, which the Vendor wishes to amend or delete and suggest alternative wording. Any minimum terms to which the Town will have to agree to in order to enter into a contract with the Vendor and which the Vendor considers to be a "deal breaker" **MUST BE SUBMITTED WITH THE PROPOSAL.**

4.15 CONSIDERATION OF PROPOSALS

Discussions may be conducted with responsible Vendors capable of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Town, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Town.

4.16 TERMINATION

The Town reserves the right, by and through its City Manager and in the City Manager's sole and unqualified discretion, to cancel this RFP at any time and for any reason. The Town reserves the right to reject any or all proposals submitted in response to this RFP. In addition, the Town reserves the right, in its sole and unqualified discretion, to accept, in whole or in part, a vendor's proposal submitted in response to this RFP.

4.17 GOVERNING LAW

The Contract will be governed by the laws of the State of Texas. All duties of both parties shall be performed in Dallas County, Texas. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of Texas.

4.18 NO OBLIGATION

This procurement in no manner obligates the Town or any of its agencies to the eventual rental, lease, or purchase of any software, hardware, or services offered until confirmed by an executed written contract.

4.19 AWARD OF CONTRACT

The Town reserves the right to withhold final action on Proposals for a reasonable time, not to exceed one hundred eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, will be to the most responsible and responsive Vendor whose Proposal meets the requirements and criteria set forth in the Request for Proposal and whose Proposal is determined to be the most advantageous to the Town considering the requirements and criteria set forth herein. The Town reserves the right, in its sole discretion, to abandon, without obligation to the Vendor, any part of the project or the entire project, at any time before the Vendor begins any work authorized by the issuance of a Notice to Proceed by the Town.

The award of the contract shall not become effective until the contract has been executed by the Vendor and the Town.

4.20 EXECUTION OF CONTRACT

The Town Council shall authorize award of a contract to the successful Vendor and shall designate the successful Vendor as the Town's Vendor. The Town will require the Vendor to sign the necessary documents entering into the required Contract with the Town and to provide the necessary evidence of insurance as required under the contract documents.

No contract for this project may be signed by the Town without the authorization of the Addison Town Council. No Contract shall be binding on the Town until it has

been approved as to form by the Town Attorney, and executed by the Town's City Manager.

4.21 PROPOSAL EVALUATION PROCESS

The contract may be awarded to the Vendor whose Proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized.

| Item | Evaluation Category | Award |
|------|----------------------|-------|
| 1 | Vendor Award | 10% |
| 2 | Cost Award | 60% |
| 3 | Responsiveness Award | 5% |
| 4 | Architecture Award | 25% |
| | Total Award | 100% |

Vendor Award

Points may be awarded based upon proposals, which minimize the risks associated with a project of this nature. The Town will consider factors such as: number of years in business, experience level, client references, resource availability, technical platforms, project approach, staffing levels, and support levels.

Cost Award

Points may be awarded based upon the reasonableness of the Vendors cost proposal, and the completeness, accuracy and level of cost detail provided.

Responsiveness Award

Points may be awarded based upon the Vendor's proposal completeness, level of detail, and conformance to Town instructions.

Architecture Award

Points may be awarded based upon the Vendor's multi-tiers architecture, Database linkage, System Security methodology, Generation of HTML, XLM, etc. codes, Reporting capabilities, and flexibility of the system.

5.0 COST SHEETS

The Vendor is required to complete and return an *Itemized Cost, in Excel Spread Sheet Format* , with sub-total and Grand-total figures.

E-COURT SOLUTION AND SOFTWARE AGREEMENT

Submitted to: Town of Addison

Prepared by: RedSalsa Technologies Inc.

April 29th, 2004

All trademarks are the property of their respective owners.

E-COURT SOLUTION AND SOFTWARE AGREEMENT

THIS E-COURT SOLUTION AND SOFTWARE AGREEMENT (hereinafter called this "Agreement") is entered into as of the ___ day of _____ 2004 by and between RedSalsa Technologies Inc. (hereinafter called "Contractor"), a New Jersey corporation, with offices at 14001 N. Dallas Parkway, Suite 550, Dallas, TX 75240, and the Town of Addison, Texas (hereinafter called "Client"), with offices at Addison, TX (the Contractor and the Client being referred to together herein as the "Parties").

WITNESSETH:

WHEREAS, Client solicited requests for proposals (the "RFP", issued on Friday, March 21, 2003, a true and correct copy of which is on file with the Finance Director of the Town of Addison) for the design and implementation of a computer based system which will allow persons who become defendants in an action filed in the Municipal Court of the Town of Addison, Texas to process their case, including payment of fines, in an expeditious manner through the use of the internet ("Internet"), a touch-screen kiosk ("Kiosk"), and telephone interactive voice response ("IVR"), as described in the RFP (the said computer based system being referred to in this Agreement as the "Project"); and

WHEREAS, Contractor submitted a proposal in response to the RFP, and Client has selected Contractor to: (i) provide the Internet and Kiosk portions of the Project (the "Internet/Kiosk Portion" as described in Section 1 of this Agreement), and to (ii) ensure integration of the IVR portion of the Project (the "IVR Portion") to be provided by a third party vendor with the Internet/Kiosk Portion; and

WHEREAS, Contractor is in the business of providing, and is an established provider of, integrated solutions for web, kiosk and telephone Interactive Voice Response (IVR), to customers such as Client, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and

WHEREAS, Contractor agrees to provide qualified solutions to perform services to accomplish the work as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and the mutual and dependant promises hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Work

Exhibit A (Statement of Work for Web Application and Kiosk) attached hereto and incorporated herein specifies and describes that portion of the Project related to the Internet (the "Internet") and to touch screen kiosks ("Kiosk") (such portion being referred to herein as the "Internet/Kiosk Portion"). Contractor shall provide consulting, services, and systems in support of Client's needs as specified and described in Exhibit A attached hereto and incorporated herein. For purposes of this Agreement, the Internet and the Kiosks are referred to individually as "work product". For the telephone IVR portion of the Project (the "IVR Portion"), Client has identified a telephone IVR vendor ("IVR Vendor") to provide the IVR Portion, and Contractor will provide and ensure the proper integration of the Internet/Kiosk Portion with the IVR Portion.

2. Terms of Delivery, Acceptance, and Error Correction

The term of this Agreement is effective as stated on all Client Purchase Orders referencing this Agreement, unless sooner terminated in accordance with conditions hereinafter described.

The Client shall examine and test each work product outlined in the Scope of Work (Section 1) with reasonable promptness. Client will designate an individual who has the responsibility to oversee Client review and approval of each work product deliverable as identified in the Scope of Work. Final acceptance by Client shall be based on the following criteria:

- The full and final completion to the Client's satisfaction of the work by Contractor as described herein, including in the Scope of Work.
- Contractor's meeting the overall objectives and scope of the Project as defined herein.

Client may review all test data, reports, and results, in order to verify that each work product for the Project complies in all respects with the acceptance criteria. Based on the above, if the Client does not accept any work product deliverable or errors are made through no fault of Client, then Client shall notify Contractor and Contractor shall promptly correct deficiencies within a mutually agreed upon time period, and acceptance testing will be repeated to the extent necessary to demonstrate that the deficiencies have been corrected by Contractor and approved by Client. If after sixty (60) calendar days (unless further extended by Client) the Project, or any portion thereof (including each work product) still has not met the acceptance criteria, Buyer may elect to terminate this Agreement in accordance with Section 12 of this Agreement. No use of the Project or any part thereof by Client prior to final acceptance by Client shall constitute an acceptance of the Project, or any component thereof, or any services in connection therewith.

For work product (systems) that require physical delivery, Client shall pay reasonable shipping costs in accordance with Client's instructions, and Contractor will be responsible for packing, shipping and safe delivery to Client. Title and risk of loss of any such goods will not pass to the Client until the Client actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery. Client shall have the right to designate what method of transportation shall be used to ship the goods. Client assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Contractor shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Client of the same. Contractor reserves, until full payment has been received, a purchase money security interest in the work product described in the Scope.

3. Compensation

- A. For the Contractor's proper performance of this Agreement and of the services and delivery of the Project (including each work product described herein), Client agrees to pay to the Contractor the amounts set forth in **Exhibit B** attached hereto and incorporated herein. However, the total payments to Contractor under this Agreement shall not exceed limitation amounts specified on individual Client Purchase Orders issued against this Agreement.
- B. No increase in the amounts set forth in the attached Exhibit B shall be valid unless first authorized by Client in writing.

4. Contractor Responsibilities

- A. Contractor agrees to deliver a complete solution to meet Client's needs as described in the RFP and based on the defined specifications by the Client. In connection with any software to be provided by Contractor pursuant to this Agreement, Contractor grants to Client a personal, non-exclusive, perpetual, paid-up, non-assignable and non-transferable license to use the source code and all documentation in connection therewith (including the developer's notes and any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programmer of general proficiency, in Addison for Client's own use. Simultaneously with the delivery and implementation of any software described herein to be provided by Contractor, Contractor shall deliver to Client the source code and the documentation described above for such software for use solely in Client's operations.
- B. In connection with the IVR Portion to be constructed by the IVR Vendor, Contractor will build the Internet/Kiosk Portion of the Project to integrate with the IVR Vendors' technical specifications for the IVR Portion. Contractor shall guarantee and ensure the full and complete integration of the Internet/Kiosk Portion

with the IVR Portion of the Project, so that the Project is a fully functioning system. On-going support/maintenance of the IVR Portion shall be between the Client and IVR Vendor. Contractor will not be held liable for any contractual agreements between the IVR Vendor and the Client.

- C. Contractor agrees to provide to Client a report on the progress of the Project at the end of each week, which reports shall include, at a minimum, progress and status of work being performed under the terms of this Agreement, milestones attained, and any problems or delays in performance. If any delay is reported, Contractor's report will additionally state the reason for the Project delay, the corrective actions that are available and corrective action taken or should be taken by Contractor and/or the Client, any proposal modification of a Project schedule and/or implementation plan, if any, and the estimated impact of the change resulting from the delay or modification.
- D. Contractor agrees to incorporate any feedback provided by the Client during the course of progress monitoring, provided it does not change the scope of the Project as described herein.

5. Invoicing and Payment

Invoices are to be mailed or hand-delivered by a reputable courier company to the appropriate Client Business Manager designated by the Client.

Payments are to be made net fifteen (15) days from the date of the invoice.

Pricing and payment information is provided in **Exhibit B**.

6. Ownership and Use of Information and Materials

A. Ownership of Product. In the event any product (including but not limited to training materials, programs, software, designs, documentation, inventions, discoveries, ideas, processes, and hardware) is created and produced by Contractor in the context of performing the services hereunder ("Product"), such Product and all copies thereof will not be deemed "work for hire" and will be owned exclusively by Contractor or its vendor. Contractor hereby grants to Client a personal, non-exclusive, perpetual, paid-up, non-assignable and non-transferable license to use the source code and all documentation in connection therewith (as described in Section 5 above) for any Product provided to Client in connection with this Agreement for Client's operations. This license to the Client to use the source code and documentation is limited to the Client's use of the source code and documentation in the Town of Addison for its own purposes. In the event any Product is deemed to be "work for hire" or otherwise is deemed to be owned by the Client, Client hereby assigns to the Contractor or its assignee any and all of Client's rights and interest in such Product (except for the license rights described herein). Client will take reasonable measures to guard against use of the Product by its employees, contractors and agents which is in any manner inconsistent with this limited license. The license granted hereunder for Product will commence upon the Client's payment in full of the price for the Product and will continue indefinitely unless canceled by Contractor upon written notice to Client for any event of breach of the license for such Product by Client. Cancellation for any reason will not affect the sums due hereunder or any additional remedies provided by law or equity. Client acknowledges that Contractor and its licensors and/or suppliers retain all right, title and interest in and to the original, and any copies, of any software and documentation provided to Client pursuant to this Agreement, and ownership of all patent, copyright, trade secret, trademarks and other intellectual property rights pertaining thereto, shall be and remain the sole property of Contractor and its licensors and/or suppliers. Client agrees and acknowledges that Contractor may license or sell similar solutions, software or products to other municipalities, jurisdictions, clients, persons or entities. Client shall not be an owner of any copies of, or have any interest in (except for its license rights), such Product or documentation, but rather, is licensed pursuant to this Agreement to use such copies. Without limiting the generality of the foregoing, Client receives no rights regarding such Product other than as set forth herein (or as may be set forth in another license agreement between Contractor and Client) and agrees not to: (i) modify, port, translate, localize, or create derivative works of the Product; (ii) decompile, disassemble, or reverse engineer the Product ; (v) sell, lease, license, sublicense, copy, market or distribute the Product; (vi) knowingly take any action that would cause any Product to be placed in the public domain; or (vii) distribute any batch or off-line processing of content using the Product, except by payment of the applicable "port" fees. Notwithstanding the foregoing or anything in this Agreement to the contrary, Client may make copies of the Product for installation, backup, or archival purposes only and copies of any documentation in connection with such Product.

B. Acknowledgment of Proprietary Materials Limitations on Use. Client acknowledges that the Product and related documentation are protected by the intellectual property laws of the United States.

7. Confidentiality

Subject to law and the terms and provisions of this Agreement, each Party that receives (the "Recipient") any Confidential Information (as defined in Section 7.1 below) shall hold in confidence and shall not disclose such Confidential Information disclosed by the other Party (the "Disclosing Party"), directly or indirectly, under any circumstances or by any means, without the prior written consent of the Disclosing Party, except solely as necessary to assist the Recipient, its officials, officers, employees, advisors, representatives, agents, or other third parties in the performance of its obligations under or in connection with this Agreement. The Recipient agrees to exercise a reasonable degree of care in safeguarding the Confidential Information against inadvertent disclosure, and agrees to treat the Disclosing Party's Confidential Information with at least that level of care used by the Recipient with respect to its own Confidential Information. Except as otherwise provided in this Agreement or as may be otherwise agreed upon between the Parties hereto or as may be otherwise required by law, upon demand of the Disclosing Party, or upon the termination of this Agreement, the Recipient agrees to deliver promptly to the Disclosing Party all Confidential Information, in whatever form, that may be in its possession or under its control; provided, however, that Client shall be entitled to retain all Work Product for which it has paid (including any software and related documentation) and the rights in and to such Work Product as described in this Agreement and any other agreement between the Parties.

7.1 Confidential Information. As used in this Agreement, the term "Confidential Information" means information relating to the Project, including (i) the products, services, technology and business plans of the Disclosing Party, which, if disclosed to the Recipient, is disclosed by the Disclosing Party or its agents to the Recipient or its agents clearly marked as confidential or proprietary, and (ii) any and all information delivered to Recipient by the Disclosing Party or its agents, or otherwise prepared by the Disclosing Party or its agents, that describes or relates to such products, services, technology and business plans. Confidential Information is also understood to include information and data disclosed orally or visually provided it is identified at the time of disclosure as confidential, and provided the confidential nature of the same is reduced to writing by the Disclosing Party within three days after its disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the Recipient. Confidential Information is and shall continue to be the sole and exclusive property of the Disclosing Party. Confidential Information does not include information, whether labeled or identified as confidential or proprietary or not, that: (a) was in Recipient's or its agent's possession in tangible form before receipt from Disclosing Party; (b) is generally available to the public at the time of receipt of the information by the Recipient, (c) becomes a matter of public knowledge after receipt by the Recipient through no fault of the Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; (e) is disclosed by the Disclosing Party or its agents to a third party without a duty of confidentiality on the third party; (f) is independently developed by the Recipient as evidenced by its records; (g) is disclosed under operation of law after prior notice to the Disclosing Party; or (h) is disclosed by Recipient with the Disclosing Party's prior written approval. In addition, Confidential Information does not include information provided to the Recipient prior to the date of this Agreement and not clearly identified as confidential or proprietary, and which has been

disclosed by the Recipient to a third party prior to the date of this Agreement. In addition, Confidential Information may be disclosed if required to be disclosed by the Recipient or its agents pursuant to any law, rule or regulation or pursuant to a valid order of a court or other governmental body or agent, including pursuant to the direction of the Texas Attorney General.

Without limiting the foregoing, this Agreement is not Confidential Information.

7.2 Required Disclosures. The Parties acknowledge that the legal requirements to which the Parties or their affiliates are subject may require public disclosures regarding Confidential Information. In the event that a Party is legally required to disclose Confidential Information, the then-disclosing Party shall provide the non-disclosing Party with written notice of such.

7.3 Relief. In the event of a breach or threatened breach of the terms of this Section 7, the non-breaching party may seek relief. If Recipient fails to abide by this Section, the Disclosing Party shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary or permanent injunction enforcing this Section, and any other remedies provided by applicable law.

8. Changes and Change Management Process

The Client shall have the right by submitting a written document to make changes in the Project, the work, specifications, or quantity (a "Change Request"), provided any change in price or delivery caused thereby shall be adjusted equitably by mutual agreement.

The Scope of Work (Section 1) assumes that regular consultation will occur between Contractor and the Client during the course of the Project, and certain details and minor changes are expected and assumed within the Scope. All such changes that are not deemed material by Contractor shall be managed in a professional and workmanlike manner, without modification to the pricing provided by this Agreement.

Those requests by Client deemed by Contractor, after consultation with Client, to comprise material modifications to the services described under this Agreement and the Scope may be deemed a Change Request under this provision.

All such Change Requests shall be submitted to Contractor in writing. Contractor shall evaluate the impact of each Change Request and shall respond to Client within fifteen (15) days of receipt, and will act as soon as possible to help maintain the schedule of the Project as indicated within the Scope. In some cases, evaluation of a Change Request may not have any impact on the pricing of services described herein. If a Change Request is materially significant, Contractor's response to a Change Request shall set forth (i) the impact to the scope of work, the price and schedule of the change, or (ii) Contractor's estimate of additional effort and time necessary to evaluate the change and set the price for such effort.

Upon its receipt and review of Contractor's response to a Change Request as described above, Client shall advise Contractor whether it wishes to proceed with the change. If no such authorization is received, the requested Change Request will be deemed withdrawn.

Agreed upon changes shall be in writing and signed by each party's authorized representative.

9. Independent Contractor

Contractor shall operate as an independent contractor and not as an agent of Client during performance of this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto. No personnel of Contractor or of any subcontractor shall be deemed under any circumstances to be an agent or employee of Client, nor do such personnel have authority to bind Client by any representation, promise, contract or agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

10. Documents

All documents prepared by Contractor in connection with this Agreement, whether prepared before or after the date hereof, shall be the sole and exclusive property of Contractor. Client may retain documents for its own reference purposes but shall not knowingly disclose to others, use for others, or knowingly permit to others to use such documents without Contractor's prior written consent. Except as otherwise provided herein or in another written agreement between the Parties hereto, Client shall not copy or reproduce or cause to be copied or reproduced such documents except as required in connection with the performance of this Agreement. If Confidential Information is transmitted to or made available to third parties by Client with the prior approval of Contractor, Client shall imprint the following legend in place of its own legend:

"This Document is the property of RedSalsa Technologies Inc. and the information contained herein is considered CONFIDENTIAL This Document is not to be used, reproduced or disclosed in whole or in part without the prior written permission of RedSalsa Technologies Inc. in each instance."

II. Insurance; Indemnity

II.1 Contractor, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

- A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, products/completed operations (\$2,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least one (1) year after the work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- A. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.
- C. Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

11.2 If a third party claims that any computer hardware, software, or other materials that Contractor provides under this Agreement infringes any intellectual property right (including, without limitation, patent, copyright, trade secret and proprietary rights), including any claim relating to the Client's use of the computer hardware, software, or other materials, Contractor will defend and indemnify the Town of Addison, Texas, its officials, officers, employees and agents against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the Client:

- (1) promptly notifies Contractor in writing of the claim and does not incur defense expenses without prior notice to Contractor; and
- (2) allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.

The provisions of this Section shall survive the termination or expiration of this Agreement.

12. Termination

- A. 12.1 Client, by written notice, shall have the right to terminate this Agreement, in whole or in part, for any reason and at any time.

After receiving notice of such termination, Contractor shall:

1. Stop the work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of this Agreement, if any, as specified in the termination notice), and terminate all subcontracts to the extent they relate to terminated work ;
2. Deliver to Client in their then current state and condition all Client property, drawings, reports and other documents in Contractor's possession relating to the work;
3. Promptly take all other measures required to affect the orderly close out of Contractor's engagement (including the prompt and full settlement of all outstanding claims), and comply with the directions of Client in this regard.

12.2 Either Party may terminate this Agreement for the other Party's failure to meet any material obligation hereunder if the defaulting Party has failed to take corrective action within fifteen (15) days (or such longer period as specified in the notice of termination) of its receipt of written notification of the default, which corrective action has a substantial likelihood of effecting a cure within a reasonable period thereafter. If Client terminates the Agreement for default by Contractor, Client will pay Contractor for products and materials Client accepted earlier.

12.3 No cost incurred after the effective date of termination shall be treated as a reimbursable cost unless incurred with the express consent of Client.

12.4 Client shall pay all amounts due and payable to Contractor at the time of termination for all the work that was done up and until this contract is terminated, including reasonable

subcontract settlement and wind-down costs (if any) incurred by the Contractor in accordance with this Section.

13. Notices

All notices, requests, directions or other communications hereunder be in writing and deemed to have been duly given when delivered in person or within three (3) business days after being deposited with the United States Postal Service for delivery by certified or registered mail, postage pre-paid and return receipt requested, to the address of the respective party below:

A. If to CLIENT:

Town of Addison
4799 Airport Parkway,
Addison, TX 75001-3321
Attn: Hamid Khaleghipour

B. If to CONTRACTOR:

RedSalsa Technologies Inc.,
14001 N Dallas Parkway, Suite 550
Dallas, TX - 75240
Attn: Hari K. Valluru

14. Hiring Restriction.

Client and Contractor each acknowledge that their employees and contractors are valuable assets of their respective organizations. Accordingly Contractor and Client agrees not to solicit for hire their respective employees or contractor's employees without the Contractor's or Client's (as the case may be) prior written consent. This restriction will be applicable for the duration of this contract and for a period of one (1) year after the termination of this Agreement.

15. Trademark Use.

Nothing contained in this Agreement shall be construed to confer any right to use in any manner any name, trade name, trademark, or other designator of either Party without the express written consent of such Party. Other than listing Client as a customer in general marketing literature, Contractor shall not refer to Client in promotion or publications without Client's prior written consent.

16. Subcontracting.

Subcontracting by Contractor shall be permitted under this Agreement subject to the following requirements and conditions: (i) for the purposes of this section, the term subcontracting means delegating the work required or permitted under this Agreement to any person or third party not employed by Contractor; (ii) all proposed subcontractors shall be identified to Client by submitting the information to Client in writing; (iii) no subcontractors are authorized under this Agreement until approved in writing by Client; (iv) Contractor shall be responsible for insuring that all subcontractors conform to and comply with all of the Contractor requirements of this Agreement and the failure of a subcontractor to do so shall be considered a breach of this Agreement by Contractor; (v) payment of fees pursuant to this Agreement shall be made to Contractor and Contractor shall be solely responsible for compensating subcontractors.

During the term of this Agreement and for a period ending one (1) year after completion of this Agreement, Client agrees that Client shall not contact the sub-contractor directly with out the prior written consent of the Contractor.

17. Warranty.

17.1 Contractor warrants and represents that its services and work will be provided in a professional, good and workman-like manner, consistent with the commercially accepted best practices and standards that are in use in Contractor 's line of business as of the time such services and work are provided. Contractor covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Contractor is informed of same. Contractor warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the RFP and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers.

17.2 Contractor warrants each component (work product) of the Project, including Contractor's service and work, and that each work project will perform in accordance with the specifications applicable thereto, for the period of time for each respective work product as set forth in the Exhibits attached hereto and incorporated herein.

17.3 Contractor represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the items to be delivered by Contractor hereunder.

17.4 Contractor represents and warrants that Contractor is the owner of and/or has the right to grant a license to use the software described in this Agreement, free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret or other proprietary rights.

17.5 In connection with the Project and upon final acceptance of the Project by Client, Contractor shall assign to Client all benefits of the manufacturer's warranty on any third-party products used in connection with the Project, or any other guarantee which may apply to any such products. The third party warranties shall begin upon final acceptance of the Project by Client. In addition, Vendor represents that (i) such third party products shall be of satisfactory quality and fit for any purpose held out by Contractor and its subcontractors, (ii) that such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Contractor and its subcontractors, and (iii) that such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

17.6 Contractor represents and warrants that there are no actual or threatened suits or claims pending that involve Contractor's right to grant a license to use any software in connection with the Project, to perform its services as described herein, or that would otherwise affect Contractor's performance under this Agreement.

17.7 Contractor represents and warrants that Client shall quietly and peacefully possess all software, computer hardware, and materials provided under the provisions of this Agreement, and Client's right of quiet enjoyment and use and possession of such software, hardware, and other materials will not be interrupted or otherwise disturbed by Contractor, its officers, directors, employees, agents, successors, assigns, subcontractors, or any person, firm or entity asserting a claim under or through Contractor.

17.8 Contractor represents and warrants that the Project and each part thereof (including each work product) will, to the best of Contractor's knowledge, comply with all applicable federal, state, and other applicable government requirements.

17.9 Contractor represents and warrants that all documentation and materials provided to the Client in connection with the Project is substantially complete and accurate.

17.10 Contractor represents and warrants that any support and other services that Contractor provides to Client under this Agreement, directly or through its subcontractors, shall be provided by personnel who are trained and skilled in the provision of such services consistent with commercially accepted best practices.

18. Limitation of Liability.

18.1 Limitation Of Liability: Except for the defense and indemnity obligation set forth in Section 11.2 of this Agreement, Contractor's liability to Client for damages (regardless of the form of action, whether in contract, tort, warranty or otherwise) shall in no event exceed two (2) times the amount of compensation to be paid to Contractor set forth in this Agreement, with such limitation being applicable from the date this Agreement is entered into through the 30th day after the date of final acceptance of Contractor's work as set forth in Section 2; thereafter, Contractor's liability to Client for damages (regardless of the form of action, whether in contract, tort, warranty or otherwise) shall in no event exceed the amount of compensation to be paid to Contractor set forth in this Agreement.

18.2 Disclaimer Of Damages: To the extent permitted by law, neither party is liable for any consequential, incidental, indirect, economic or punitive damages incurred by the other party and arising out of or relating to this Agreement, even if the other party has been advised that such damages are possible and whether based in contract, tort or otherwise.

19. Assignment.

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor has no authority or power to and shall not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Client, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void and shall be cause for the City to immediately terminate this Agreement.

20. Miscellaneous.

20.1 Venue; Application of Law. In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. Contractor and Client agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the Parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

20.2 Entire Agreement and Modification. This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.

20.3 Enforceability; Survival. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between Contractor and Client shall survive completion of the services hereunder and the cancellation, expiration, or termination of this Agreement.

20.4 Authority. Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties. Each Party hereby represents, covenants, and warrants that as of the date of this Agreement it is duly organized, validly existing, authorized to do business and in good standing in all applicable governmental jurisdictions in which the failure to so qualify would have a materially adverse effect on such Party's ability to perform its obligations hereunder.

20.5 For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

20.6 The above and foregoing premises to this Agreement are true and correct and are incorporated into and made a part of this Agreement.

20.7 Time is of the essence of this Agreement and in each provision contained in it. Each provision of this Agreement is agreed by the Parties to be a material, necessary and essential part of this Agreement.

20.8 Except as otherwise provided herein, this Agreement and each of its provisions is solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

20.9 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise.

Contractor

RedSalsa Technologies Inc.

By: _____
Hari K Valluru
President & CEO

Client

The Town of Addison

By: _____
Name: _____
Title: _____

Exhibit A: Statement of work for Web application and Kiosk.**Introduction:**

E-court solution is a web application, which allows defendants to pay citation penalty online. Payments can be accepted through credit card.

In the initial screen citation Number will be entered. Then the next screen would require cross verification by entering one of the three items.

- Date of birth in ddmmYYYY format,
- Driver's license number or
- Vehicle's license plate number (for parking).

Once entered, the program will verify and then allow access to all cases filed on this information. The program will search all related cases on that cross id and display them.

The "Citation Information" page will appear. It will show non-payable citations or causes in the system including: closed cases, juvenile cases or cases in warrant. It will then have (in a contrasting area and color such as "blue") cases, which are pending and payable. The user will be instructed to choose the highlighted cases to pay or take defensive driving.

A Plea screen will display and the user will then choose whether they "AGREE", "DISAGREE" or "Wish to Take the Defensive Driving School".

Kiosk environment required accessing the same web application.

All equipment, materials, and supplies provided by Contractor shall be new.

a. Hardware for KIOSK:

Web Enabled Kiosk – Standard Features Include: 15”

Capacitive LCD Touch Screen,

Pentium III 1 GHz and 20 GB Hard Drive, 128 MB SDRAM, Adapter Board (F031), 8MB Video Memory, Integrated Motion Sensor, Microphone Port,

MPEG II & 3D Compatible, 4 RS-232 Ports, 10/100baseT Ethernet Port, 1

Parallel Port, Dual USB Ports, Processor is Fan Cooled, and Ethernet Cable.

Scanner with Fixed Angle Mount II

Windows 2000 Operating System (Models: 26xx and 46XX)

3 Track ISO MSR

US Power Cord

Pedestal Base w/Straight Plinth

3.25” / 4.50” Thermal Self Service Printer (80mm, 82.5mm & 114mm)

Integrated HiFi Speakers

- Credit card reader
- Vandal Res. Keyboard/Trackball or Touch screen
- *Intel



Needs and Deliverables:

Contractor intends to satisfy Client needs by providing:

- E-Court web Application, built on Microsoft ASP.net and SQL server database.
- Application drivers to integrate with the XML Module (Attachment “D”) provided by the CourtHouse system for uploading/downloading information from CourtHouse database to E-Court SQL database and vice-versa.

Solution Overview:

Contractor will plan, design, and implement e-court solution. During the planning stage, Contractor will assign an account manager to the project and work with a Client administrative contact in order to co-determine scheduling, milestones, technical contacts and procedures, and overall goals.

Implementation Process:

During the design stage a complete design specification will be written by Contractor with assistance from Client technical contact in order to define or re-define the application’s functionality, behavior, and required interfaces. Contractor will build and test the solution based on the agreed upon specification during the implementation phase. The transition to the management/maintenance stage signals the completion of the application as specified and the start of outsourced operations management of the application and its underlying infrastructure.

Maintenance and Support:

Once installed at the Client site, contractor will provide warranty for 90 days to the e-court application. Contractor will provide 5 hrs of programming/support free of cost within the first year. Client either can select annual maintenance or per incidence basis.

Annual contract: Contractor will charge an annual maintenance/support of \$2500. This will include up to 40 hours of programming and support. Travel and meals expenses will be billed separately.

Incidence based Support: An hourly charge of \$90/hr will be charged

KIOSK hardware

NCR Kiosk warranty:

-90 days 'on-site' service by NCR. (no charge)

-One year Depot service by NCR. (no charge)

Implementation Roles and Schedule:**Schedule of Deliverables**

Approximately 10 weeks is estimated from contract signing to production deployment and ongoing management of the e-court system and application.

Step 1: Planning and design, which includes detailed scheduling and a completed design specification.

Step 2: Implementation of the e-Court application based on the agreed scope.

Step 3: Refinement and testing of the application, followed by transition to ongoing operational management and the test release of the e-court application.

Step 4: Configure the required environment to access e-court application through KIOSK. Test run after integrating all the components.

Step 5: Final review and approval of the application.

This transition period will include co-definition of operational procedures and final testing and approval of the application by Client.

The engagements detailed on Exhibit A and Exhibit B would begin simultaneously.

Roles and Responsibilities:

The Contractor will assign an Account Manager and will assemble a full Technical Team to work with Client during set-up, implementation, and training.

Client will assign a Business Lead to approve deliverables as they are completed and a Technical Lead to assist with hosting the application Client will be responsible for approval and implementation and setup of database and data access.

Assumptions:

- Client will take five (5) business days to evaluate and accept the deliverable. The deliverable will be deemed accepted if not rejected within the 5-day inspection period.
- Key individuals will be available during knowledge transfer.
- A 48-hour turn-around time from the client for responding to any clarifications raised by the Contractor. (Please see the note below)
- Contractor will be supplied with the information of "Telecheck Account" for the Telecheck service also about Merchandise account required for Credit card verification.
- Client will take the responsibility to host "E-Court Solution". The required Hosting environment is Windows 2000 or above and SQL Server 2000 database.
- The price of the KIOSK has been given for a single unit.
- Contractor assumes CSI (Court Specialists Inc.) is compatible for XML Module (Attachment "D") file upload.
- Proposed application will build on .net plat form using SQL servers as back end.
- Court administrator will have administrative rights to change the charges for defensive driving and juveniles.
- Court clerk/Admin will have an administrative screen to take the cash payments.

Note:

Timely completion of this project is heavily dependent on prompt response from the client on all clarifications raised by the contractor. In case the requested response is delayed, the same will result in delayed completion of the project.

EXHIBIT B: PRICE

RedSalsa's Programming Services \$18,015.00

KIOSK hardware and run time: \$10,750.00

TOTAL PRICE: \$28,765.00

50% is due upon initiation of project.

Next 30% will be invoiced upon the completion of Step 3.

Balance of 20% will be invoiced upon the completion of Step 5 (final acceptance by the Client).

XML Module

Attachment “D”

Technical Specification

Version: 1.6.2
Author: Sarah Bross
Date Issued: 04/03/2003

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AMENDMENT HISTORY

| Version | Date | Author | Comment |
|---------|--------------------|--------------|---|
| 1.0.0 | February 4, 2002 | Sarah Bross | Initial Specifications |
| 1.1.0 | August 30, 2002 | Sarah Bross | Changes to warrant returns output file |
| 1.2.0 | August 30, 2002 | Sarah Bross | Changes to Add Citation functionality to allow for different ticket #'s, location, etc. for violations. |
| 1.3.0 | September 13, 2002 | Sarah Bross | Changes to Add Citation functionality to allow signature file as part of input data. |
| 1.4.0 | September 19, 2002 | Sarah Bross | Changes to add vehicle information to export updates and export full files. |
| 1.5.0 | October 7, 2002 | Sarah Bross | Changes to accept plea information when a payment is received. |
| 1.6.0 | October 30, 2002 | Sarah Bross | Add arrest time to Export Updates and Export Full |
| 1.6.1 | November 7, 2002 | Sarah Bross | Format information has been added. |
| 1.6.2 | April 3, 2003 | Clint Griggs | Plate_expire format change |

CROSS REFERENCES

| Document Name | Version | Date |
|--|---------|------------|
| Requirements Specification for the Courts Application CSI Module | 1.0 | 10/02/2001 |
| Document Type Definitions | | |
| data.dtd | 1.5 | 10/07/2002 |
| updated_citations.dtd | 1.6 | 10/30/2002 |
| updated_officers.dtd | 1.0 | 1/28/2002 |
| updated_violations.dtd | 1.0 | 1/28/2002 |
| warrant_inquiry.dtd | 1.0 | 1/28/2002 |
| warrant_returns.dtd | 1.0 | 1/28/2002 |

DOCUMENT ACCEPTANCE

Name

Signature

Date

City of Corpus Christi:

_____ / / _____

Court Specialists:

Jim Harris _____ / / _____

Sarah Bross _____ / / _____

DOCUMENT PURPOSE

This document provides technical specifications for modifications to Court Specialists' CourtHouse™ system to accommodate transferring data between the CSI application and other applications in an XML format. These specifications address the CSI Document Interchange Service (DIS), the Control Set Synchronization Component (CSSC), and the Warrant Inquiry Component (WIC) of the above referenced requirements specifications. The information herein is intended to provide enough detail so that those responsible for signing-off on the document are satisfied that the modified software will meet the aforementioned functional requirements.

FUNCTIONAL OVERVIEW

The functional requirement is to provide developers the ability to freely exchange data between the CSI application and other applications. Specifically this module will allow external applications to submit citation and payment information to the CSI application for entry into the application. It will also allow other applications to request and retrieve citation and warrant information from the application.

DESIGN OVERVIEW

Essentially, a Processor job will be created to monitor a directory for incoming data or requests and process these data and requests as they are received. Additional functions will be created within the CSI system to process and complete the transactions as they are received.

FUNCTIONAL PROCESS SOLUTIONS

PROCESSOR

Processor Functionality

A "background" process will be created which will run off of a designated workstation (this workstation will need to have appropriate connections and licenses). A screen will be created for starting and stopping the process. This screen will have the following buttons:

- | | |
|---------------|--|
| Start: | To start the processor. |
| View: | To view error logs. |
| setUp: | To define the parameters for the program (these parameters are stored in CS01/02). |
| sTop: | To stop the processor. |

eXit: To exit this screen and return to the previous menu.

This process will monitor the *input directory* from setup for files. File names should begin with the letters “WI” for warrant inquiries or a letter “D” for data files. The rest of the file name should be some date time designation to create a unique file name with an .xml extension. Warrant files will ALWAYS be processed prior to data files. If any files are found it will read the file, locate the first record and process according to record type, continue processing records until EOF, copy the file to a “completed” directory (based on file keeping parameters in setup – if 0 then skip the copy), and delete the file. The process will then read the next file, etc., until all files are processed.

If an error is encountered while processing records follow the error procedures detailed in each of the functions. This includes an ERR# which will be system assigned sequential number for identification and troubleshooting.

At startup, this process will complete any DAILY PROCESSES. Also, at 12:01 am the process, if running, will execute DAILY PROCESSES (to ensure that if this is left running all the time, the DAILY PROCESSES are executed).

Daily Processes

Daily Processes will consist of the following:

- Close yesterday’s error log (if not already closed).
- Create or open today’s error log.
- Based on Setup, delete any error logs older than # of days to keep.
- Write line to error log, “# old error logs deleted.”
- Based on setup, delete any saved files older than # of days to keep.
- Write line to error log, “# old files deleted.”
- Write line to error log, “Daily Processes complete, Begin monitoring.”

CSI DOCUMENT INTERCHANGE SERVICE (DIS)

Each of these functions details how to process identified records from the XML input file. Included in the specifications for each function is the portion of the XML DTD which relates to that record type and function. These DTD portions have been formatted for easier readability. Following the DTD portions are tables defining relevant data types and restrictions.

Add Citation Functionality

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to parse an incoming XML data file and create a new citation in the Court system based on the data contained in the file.

This function will process a record of type **ADD** as follows:

If a defendant name and DOB is sent then process as a Non-Parking ticket and perform an mcII search.

- Validate required fields, violation, and officer information.
- Query mcII for a matching record using the following rules:

mcc_cat = "X"

Check DL #, if match then use.

Check SS#, if match then use.

If last name matches and DOB matches then use.

If there is a match - Update mc11 record with current information (address, etc).

If no match - Create new mc11 record with current information and *User Name* from setup.

Assign person_id to a variable for further processing.

If there is no defendant name then process as a parking ticket with person_id =0.

Select next available cause # and update mc90 cause # field.

Enter record into mc02 with person-id and cause # from above.

Assign next volume and page number.

Based on violation, perform calculations and update mc02 cost fields and balance due.

Update witness table with officer information from citation and update mc02 cost fields and balance due.

Enter the vehicle information in the form of MAKE MODEL YEAR in the mc02.make field.

Enter any FACTORS information.

Enter any FACTS information into mc07 in the appropriate manner.

Enter RACIAL PROFILING information.

If Vehicle Database updating is turned on then update the vehicle database.

Check for automatic flag entries and enter if appropriate (complaint flag, docket flag).

Enter Due Date into mc21 and in the Case status field (init_disposition) of mc02 with calculated date from CS01/02 parameters.

If Juvenile schedule on next available default juvenile docket and print notices.

If multiple violations then duplicate this record and link to create a new record with all of the same information except the new violation and new cause number.

Continue until all violations for this record have been entered.

8/30/2002 - Moved ticket field (which was originally an attribute to citation) to the offense element. This change was requested because some cities may issue separate ticket numbers for each violation. When processing, any records that are submitted within a single citation record should be linked together as occurring at a single stop. Racial profiling information for all of these tickets will also be linked. If a city is entering multiple violations for a single ticket then this option is still available.

9/13/2002 - If a signature filename and its path are specified as a part of the add citation data, then save the signature file in the Signature Directory from setup and write information to the new mc02_images table. Signature information will include the cause number, path to signature file, and filename, along with an image_type of "SIG". If one signature is associated with multiple cause numbers (because of linked citations) then a record for each cause will be added to the mc02_images table with each of these records pointing to the same path and filename.

On error write error to log file DATE, TIME, ERR#, “Unable to process record (error information).”

Save record as ERR#.dat file in the Error Directory from setup.

If no errors then write to log file DATE, TIME, “Process completed, Cause # [mc02.docket] entered.”

Call Export Updates function to create an export record for this citation.

```

<ELEMENT ADD (citation+)>
  <ELEMENT citation (defendant?, vehicle?, racial_profile?, offense+, signature?)>
    <ELEMENT defendant (name, dob, race, sex, hair_color?, eye_color?, height?, weight?, ssn?,
      def_address?, def_dl?, employment?)>
      <ELEMENT name (#PCDATA)>
      <ELEMENT dob (#PCDATA)>
      <ELEMENT race (#PCDATA)>
      <ELEMENT sex (#PCDATA)>
      <ELEMENT hair_color (#PCDATA)>
      <ELEMENT eye_color (#PCDATA)>
      <ELEMENT height (#PCDATA)>
      <ELEMENT weight (#PCDATA)>
      <ELEMENT ssn (#PCDATA)>
      <ELEMENT def_address (address1?, address2?, city?, state?, zip?, phone?)>
        <ELEMENT address1 (#PCDATA)>
        <ELEMENT address2 (#PCDATA)>
        <ELEMENT city (#PCDATA)>
        <ELEMENT state (#PCDATA)>
        <ELEMENT zip (#PCDATA)>
        <ELEMENT phone (#PCDATA)>
      <ELEMENT def_dl (dl_type?, dl_state?, dl_number?, dl_expire?)>
        <ELEMENT dl_type (#PCDATA)>
        <ELEMENT dl_state (#PCDATA)>
        <ELEMENT dl_number (#PCDATA)>
        <ELEMENT dl_expire (#PCDATA)>
      <ELEMENT employment (occupation?, employer?, empl_addr?, empl_phone?)>
        <ELEMENT occupation (#PCDATA)>
        <ELEMENT employer (#PCDATA)>
        <ELEMENT empl_addr (#PCDATA)>
        <ELEMENT empl_phone (#PCDATA)>
    <ELEMENT vehicle (plate_year?, plate_state?, plate_number?, plate_expire?, vehicle_year?,
      vehicle_make?, vehicle_model?, vehicle_color?, vin?)>
      <ELEMENT plate_year (#PCDATA)>
      <ELEMENT plate_state (#PCDATA)>
      <ELEMENT plate_number (#PCDATA)>
      <ELEMENT plate_expire (#PCDATA)>
      <ELEMENT vehicle_year (#PCDATA)>
      <ELEMENT vehicle_make (#PCDATA)>
      <ELEMENT vehicle_model (#PCDATA)>
      <ELEMENT vehicle_color (#PCDATA)>
      <ELEMENT vin (#PCDATA)>
    <ELEMENT racial_profile (search, consent, contraband?, probable_cause?, pc_facts?,
      addl_charges?, ist_charges?)>
      <ELEMENT search (#PCDATA)>
      <ELEMENT consent (#PCDATA)>

```

```

<!ELEMENT contraband (#PCDATA)>
<!ELEMENT probable_cause (#PCDATA)>
<!ELEMENT pc_facts (#PCDATA)>
<!ELEMENT addl_charges (#PCDATA)>
<!ELEMENT list_charges (#PCDATA)>
<!ELEMENT offense (ticket, off_date, off_time, off_location, common_name?, meter?, collision?,
school_crossing?, cdl?, cmv?, placarded?, badge1?, badge2?, construction?, charges+)>
  <!ELEMENT ticket (#PCDATA)>
  <!ELEMENT off_date (#PCDATA)>
  <!ELEMENT off_time (#PCDATA)>
  <!ELEMENT off_location (#PCDATA)>
  <!ELEMENT common_name (#PCDATA)>
  <!ELEMENT meter (#PCDATA)>
  <!ELEMENT collision (#PCDATA)>
  <!ELEMENT school_crossing (#PCDATA)>
  <!ELEMENT cdl (#PCDATA)>
  <!ELEMENT cmv (#PCDATA)>
  <!ELEMENT placarded (#PCDATA)>
  <!ELEMENT badge1 (#PCDATA)>
  <!ELEMENT badge2 (#PCDATA)>
  <!ELEMENT construction (#PCDATA)>
  <!ELEMENT charges (charge_code, allg_speed?, limit?, radar?, remarks?, facts1?, facts2?,
facts3?, facts4?, facts5?)>
    <!ELEMENT charge_code (#PCDATA)>
    <!ELEMENT allg_speed (#PCDATA)>
    <!ELEMENT limit (#PCDATA)>
    <!ELEMENT radar (#PCDATA)>
    <!ELEMENT remarks (#PCDATA)>
    <!ELEMENT facts1 (#PCDATA)>
    <!ELEMENT facts2 (#PCDATA)>
    <!ELEMENT facts3 (#PCDATA)>
    <!ELEMENT facts4 (#PCDATA)>
    <!ELEMENT facts5 (#PCDATA)>
<!ELEMENT signature (filename, path)>
  <!ELEMENT filename (#PCDATA)>
  <!ELEMENT path (#PCDATA)>

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|------------|-----------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| race | mc02.race | CHAR(1) W B A I H (blank) |
| sex | mc02.sex | CHAR(1) M F |
| hair_color | mc02.hair_color | CHAR(3) |
| eye_color | mc02.eye_color | CHAR(3) |
| height | mc02.height | SMALLINT format: HII (h=height, I=inches) |
| weight | mc02.weight | SMALLINT max length 3 digits |

| | | |
|-----------------|----------------------|--|
| ssn | mc02.social_security | INTEGER max length 9 digits |
| address1 | mc02.address | CHAR(30) |
| address2 | mc02.address2 | CHAR(30) |
| city | mc02.city | CHAR(30) |
| state | mc02.c_state | CHAR(2) |
| zip | mc02.c_zip | CHAR(10) |
| phone | mc02.phone | CHAR(12) format: ###-###-#### |
| dl_type | mc02.dl_type | CHAR(1) |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| dl_expire | mc02.dl_expire | SMALLINT format: YYYY |
| occupation | mc02.occupation | CHAR(15) |
| employer | mc02.company_name | CHAR(20) |
| empl_addr | mc02.company_address | CHAR(20) |
| empl_phone | mc02.company_phone | CHAR(12) format: ###-###-#### |
| plate_year | mc02.veh_lic_year | SMALLINT format: YYYY |
| plate_state | mc02.veh_lic_state | CHAR(2) |
| plate_number | mc02.license | CHAR(12) |
| plate_expire | mc02.tag_expire | INTEGER 4 numeric digits (MMYY or YYYY) |
| vehicle_year | -- | see function description |
| vehicle_make | mc02.make | CHAR(15) |
| vehicle_model | -- | see function description |
| vehicle_color | mc02.co_lor | CHAR(8) |
| vin | mc02.vin | CHAR(20) |
| search | profile.search | CHAR(1) Y N |
| consent | profile.consent | CHAR(1) Y N |
| contraband | profile.contraband | CHAR(100) |
| probable_cause | profile.prob_cause | CHAR(1) Y N |
| pc_facts | profile.pc_facts | CHAR(100) |
| addl_charges | profile.addl_charge | CHAR(1) Y N |
| list_charges | profile.charges | CHAR(100) |
| ticket | mc02.ticket | CHAR(8) |
| off_date | mc02.arr_date | DATE |
| off_time | mc02.arr_time | SMALLINT format: HHMM (military time) |
| off_location | mc02.laddr | CHAR(225) |
| common_name | mc02.comm_name | CHAR(30) |
| meter | mc02.meter | CHAR(8) |
| collision | mc02.collision | CHAR(1) Y N |
| school_crossing | mc02.school_zone | CHAR(1) Y N |

| | | |
|--------------|----------------------|---------------------------------------|
| cdl | mc02.comm_dr_lic | CHAR(1) Y N |
| cmv | mc02.comm_mtr_veh | CHAR(1) Y N |
| placarded | mc02.placarded | CHAR(1) Y N |
| badge1 | mc02.officer_1 | CHAR(5) (from updated_officers) |
| badge2 | mc02.officer_2 | CHAR(5) (from updated_officers) |
| construction | mc02.surrendered_dl | CHAR(1) Y N |
| charge_code | mc02.arrest | CHAR(12) (from updated_violations) |
| allg_speed | mc02.allg_speed | SMALLINT max length 3 digits |
| limit | mc02.post_speed | SMALLINT max length 3 digits |
| radar | mc09.radar | CHAR(1) Y N |
| remarks | mc02.remarks | CHAR(20) |
| facts1 | mc07.notes | see function description |
| facts2 | mc07.notes | see function description |
| facts3 | mc07.notes | see function description |
| facts4 | mc07.notes | see function description |
| facts5 | mc07.notes | see function description |
| filename | mc02_images.filename | CHAR(64) |
| path | mc02_images.path | CHAR(32) |

Add Payments Functionality

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to parse an incoming XML data file and create a new payment record for an existing citation in the Court system based on the data contained in the file.

This function will monitor for a record of type PAY and will process it as follows:

- Validate required fields, payment method code, and cause #.
- Validate that an electronic payment can be accepted for this case. (City will not accept payments for juveniles or for cases in warrant/capias status)
- Validate that the amount paid equals the amount owed. (City will not accept partial or overpayments electronically).

It is suggested that the receipt number be assigned by the CSI system at the time the payment is entered and that a “web” receipt number or confirmation number be included in the file in the pay_remarks field. This field should also be used for credit card confirmation numbers. If the City chooses to have the receipt numbers assigned by the “web” system and sent to the CSI system, a valid numbering scheme will need to be determined.

Create mc04 payment record with the current information and *user name* (for clerk and tran_user) from setup. Payment date should be processed from the date in the record. Transaction date and time should be the time it is processed. Transaction type will come from *Payment Trancode* in setup.

Spread payment following standard spread rules.

Copy mc02 record to mc02a with *user name* from setup and a date/time of processing. Update the mc02 record to reflect the new balance due, plea information (if not sent in payment file then plea should default to “O” for no contest).

If balance due = 0 then apply the default final disposition code from setup (on both the citation and in history). May need 2 final disposition codes for “Final Paid Electronically” and “Final Paid Electronically – Prior Verdict”

On error write error to log file DATE, TIME, ERR#, “Unable to process record (error information).”

Save record as ERR#.dat file in the Error Directory from setup.

If no errors then write to log file DATE, TIME, “Process completed, Cause # [mc02.docket] updated.”

Call Export Updates function to create an export record for this citation.

```

<ELEMENT PAY (payment_record+)
  <ELEMENT payment_record (pay_date, pay_amount, pay_method, plea, pay_remarks?)>
  <ATTLIST payment_record DOCKET CDATA #REQUIRED>
    <ELEMENT pay_date (#PCDATA)>
    <ELEMENT pay_amount (#PCDATA)>
    <ELEMENT pay_method (#PCDATA)>
    <ELEMENT plea (#PCDATA)>
    <ELEMENT pay_remarks (#PCDATA)>

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-------------|-----------------|---------------------------------|
| DOCKET | mc04.c_docket | INTEGER max length 10 digits |
| pay_date | mc04.paydate | DATE format: MM/DD/YYYY |
| pay_amount | mc04.payamt | MONEY(16,2) |
| pay_method | mc04.pay_method | CHAR(3) |
| plea | mc02.plea | CHAR(1) |
| pay_remarks | mc04.remarks | CHAR(60) |

Export Updates for Data Synchronization

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to export an XML data file with updated citation information from the Court system.

Create a CS01/02 setting called *Export Updates* to turn this functionality on/off.

If this functionality is turned on then any process that creates or updates an mc02 record should create an output file in the *Output directory* to be picked up by the external system for the purpose of updating a secondary database to be used for web processes.

The output file will have a filename starting with the letters UPD and followed by some date time designation to create a unique file name with an .xml extension.

```

<!-- Begin update_citations.dtd -->
<ELEMENT record (def_info, vehicle_info?, viol_info, fine_info, court_info, disposition?, warrant_info?)>
<ATTLIST record CAUSE CDATA #REQUIRED>
<ATTLIST record TICKET CDATA #REQUIRED>
<ATTLIST record PERSON_ID CDATA #REQUIRED>
  <ELEMENT def_info (name, addr1?, addr2?, city?, state?, zip?, dob, race, sex, ssn?, dl_state?, dl_number?)>
    <ELEMENT name (#PCDATA)>
    <ELEMENT addr1 (#PCDATA)>
    <ELEMENT addr2 (#PCDATA)>
    <ELEMENT city (#PCDATA)>
    <ELEMENT state (#PCDATA)>
    <ELEMENT zip (#PCDATA)>
    <ELEMENT dob (#PCDATA)>
    <ELEMENT race (#PCDATA)>
    <ELEMENT sex (#PCDATA)>
    <ELEMENT ssn (#PCDATA)>
    <ELEMENT dl_state (#PCDATA)>
    <ELEMENT dl_number (#PCDATA)>
  <ELEMENT vehicle_info (plate_year?, plate_state?, plate_number?)>
    <ELEMENT plate_year (#PCDATA)>
    <ELEMENT plate_state (#PCDATA)>
    <ELEMENT plate_number (#PCDATA)>
  <ELEMENT viol_info (arrest_date, arrest_time, charge_code, charge_desc)>
    <ELEMENT arrest_date (#PCDATA)>
    <ELEMENT arrest_time (#PCDATA)>
    <ELEMENT charge_code (#PCDATA)>
    <ELEMENT charge_desc (#PCDATA)>
  <ELEMENT fine_info (total_due, total_paid, balance_due)>
    <ELEMENT total_due (#PCDATA)>
    <ELEMENT total_paid (#PCDATA)>
    <ELEMENT balance_due (#PCDATA)>
  <ELEMENT court_info (court_date, court_time?, court_type, court_room?)>
    <ELEMENT court_date (#PCDATA)>
    <ELEMENT court_time (#PCDATA)>
    <ELEMENT court_type (#PCDATA)>
    <ELEMENT court_room (#PCDATA)>
  <ELEMENT disposition (plea?, plea_date?, verdict?, verdict_date?, case_status?, status_date?, final_disp?,
  disp_date?, appealed?, appealed_date?)>
    <ELEMENT plea (#PCDATA)>
    <ELEMENT plea_date (#PCDATA)>
    <ELEMENT verdict (#PCDATA)>
    <ELEMENT verdict_date (#PCDATA)>
    <ELEMENT case_status (#PCDATA)>

```

```

<ELEMENT status_date (#PCDATA)>
<ELEMENT final_disp (#PCDATA)>
<ELEMENT disp_date (#PCDATA)>
<ELEMENT appealed (#PCDATA)>
<ELEMENT appealed_date (#PCDATA)>
<ELEMENT warrant_info (warrant_date?, capias_date?)>
  <ELEMENT warrant_date (#PCDATA)>
  <ELEMENT capias_date (#PCDATA)>
</-- End of update_citations.dtd -->

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|--------------|----------------------|---|
| CAUSE | mc02.docket | INTEGER max length 10 digits |
| TICKET | mc02.ticket | CHAR(8) |
| PERSON_ID | mc02.person_id | INTEGER |
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| addr1 | mc02.address | CHAR(30) |
| addr2 | mc02.address2 | CHAR(30) |
| city | mc02.city | CHAR(30) |
| state | mc02.c_state | CHAR(2) |
| zip | mc02.c_zip | CHAR(10) |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| race | mc02.race | CHAR(1) W B A I H (blank) |
| sex | mc02.sex | CHAR(1) M F |
| ssn | mc02.social_security | INTEGER max length 9 digits |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| plate_year | mc02.veh_lic_year | SMALLINT format: YYYY |
| plate_state | mc02.veh_lic_state | CHAR(2) |
| plate_number | mc02.license | CHAR(12) |
| arrest_date | mc02.arr_date | DATE format: MM/DD/YYYY |
| arrest_time | mc02.arr_time | SMALLINT |
| charge_code | mc02.arrest | CHAR(12) |
| charge_desc | mc05.title | CHAR(60) |
| total_due | mc02.total_charge | MONEY(8,2) |
| total_paid | mc02.amount_paid | MONEY(8,2) |
| balance_due | mc02.balance_due | MONEY(8,2) |
| court_date | mc02.next_court_date | DATE format: MM/DD/YYYY |
| court_time | mc02.next_court_time | SMALLINT |
| court_type | mc02.hearing | CHAR(3) |

| | | |
|---------------|------------------------|----------------------------|
| court_room | mc02.court_room | CHAR(2) |
| plea | mc02.plea | CHAR(1) G N C X O |
| plea_date | mc02.plea_date | DATE format: MM/DD/YYYY |
| verdict | mc02.verdict_code | CHAR(1) |
| verdict_date | mc02.verdict_date | DATE format: MM/DD/YYYY |
| case_status | mc02.init_disposition | CHAR(3) |
| status_date | mc02.init_disp_date | DATE format: MM/DD/YYYY |
| final_disp | mc02.final_disposition | CHAR(3) |
| disp_date | mc02.final_disp_date | DATE format: MM/DD/YYYY |
| appealed | mc02.appealed | CHAR(1) Y N |
| appealed_date | mc02.appealed_date | DATE format: MM/DD/YYYY |
| warrant_date | mc02.warrant_date | DATE format: MM/DD/YYYY |
| capias_date | mc02.capias | DATE format: MM/DD/YYYY |

Full Updates for Data Synchronization

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to export an XML data file with all citation information from the Court system. This functionality would only be used for initially loading the ancillary database or possibly for reloading at scheduled intervals to ensure data integrity.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

<ELEMENT export_all_citations EMPTY>

If an export_all_citations element is included in the XML file, then process as follows:

Create an XML export file of all citations in the CSI system formatted as described in the Export Updates (updates.dtd) section of this document.

Name this file fullYYYYMMDD.xml

Write this file to the *Output directory* from setup.

On error write error to log file DATE, TIME, ERR#, "Unable to export all citations (error information)."

If no errors then write to log file DATE, TIME, "Process completed, Citation List updated."

CONTROL SET SYNCHRONIZATION COMPONENT (CSSC)

Export Violations

This function is a piece of the Control Set Synchronization Component (CSSC) referenced in the requirements specification. The purpose of this function is to export an XML data file with the current violation information from the Court system for storage and use by the wireless devices.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

```
<ELEMENT EXPORT_VIOLATIONS EMPTY>
```

If an export_violations element is included in the XML file, then process as follows

Create an XML export file of all the current violation information.

Name this file violYYYYMMDD.xml

Write this file to the *Output directory* from setup.

The output file will contain the following information:

```
<!-- Begin updated_violations.dtd -->
<ELEMENT updated_violations (violation+)>
  <ELEMENT violation (viol_code, viol_desc, facts1?, facts2?, facts3?, facts4?, facts5?)>
    <ELEMENT viol_code (#PCDATA)>
    <ELEMENT viol_desc (#PCDATA)>
    <ELEMENT facts_desc1 (#PCDATA)>
    <ELEMENT facts_desc2 (#PCDATA)>
    <ELEMENT facts_desc3 (#PCDATA)>
    <ELEMENT facts_desc4 (#PCDATA)>
    <ELEMENT facts_desc5 (#PCDATA)>
<!-- End of updated_violations.dtd -->
```

Create a violation record for each violation in the system where:

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-------------|--|--------------------------|
| viol_code | mc05.charge | CHAR(12) |
| viol_desc | mc05.title | CHAR(60) |
| facts_desc1 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "01" | CHAR(32) |
| facts_desc2 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "02" | CHAR(32) |
| facts_desc3 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "03" | CHAR(32) |
| facts_desc4 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "04" | CHAR(32) |
| facts_desc5 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "05" | CHAR(32) |

On error write error to log file DATE, TIME, ERR#, “Unable to update Violations (error information).”

If no errors then write to log file DATE, TIME, “Process completed, Violation List updated.”

Export Officers

This function is a piece of the Control Set Synchronization Component (CSSC) referenced in the requirements specification. The purpose of this function is to export an XML data file with the current officer information from the Court system for storage and use by the wireless devices.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

```
<ELEMENT EXPORT_OFFICERS EMPTY>
```

If an export_officers element is included in the XML file, then process as follows

Create an XML export file of all the current violation information.

Name this file ofcYYYYMMDD.xml

Write this file to the *Output directory* from setup.

The output file will contain the following information:

```
<!-- Begin updated_officers.dtd -->
<ELEMENT updated_officers (officer+)>
  <ELEMENT officer (badge_number,officer_name,agency_code)>
    <ELEMENT badge_number (#PCDATA)>
    <ELEMENT officer_name (#PCDATA)>
    <ELEMENT agency_code (#PCDATA)>
<!-- End of updated_officers.dtd -->
```

Create an officer record for each officer in the system (mcll.mcc_cat = “O”) where:

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|--------------|--------------------|---|
| badge_number | mcll.officer_badge | CHAR(5) |
| officer_name | mcll.officer_name | CHAR(40) format: last suffix, first middle |
| agency_code | mcll.mcc_agency | CHAR(3) |

On error write error to log file DATE, TIME, “Unable to update Officers (error information).”

If no errors then write to log file DATE, TIME, “Process completed, Officer List updated.”

WARRANT INQUIRY COMPONENT (WIC)

Warrant Inquiries

When a file of type “WI” is detected by the processor, the file should be opened and read for warrant inquiry requests. The format for these requests is:

```

<!-- Begin warrant_inquiry.dtd -->
<ELEMENT WARRANT_INQUIRY (inquire+)>
  <ELEMENT inquire (person+)>
    <ELEMENT person (name?, dob?, dl_state?, dl_number?, ssn?)>
      <ELEMENT name (#PCDATA)>
      <ELEMENT dob (#PCDATA)>
      <ELEMENT dl_state (#PCDATA)>
      <ELEMENT dl_number (#PCDATA)>
      <ELEMENT ssn (#PCDATA)>
    </ELEMENT person>
  </ELEMENT inquire>
</ELEMENT WARRANT_INQUIRY>
<!-- End of warrant_inquiry.dtd -->

```

When these requests are received, each record in the file should be processed into a single output file and returned. Process as follows:

Validate the incoming information.

Query mc02 for cases matching the criteria which are on warrant or capias status. Returns should include any cases with a matching DL#, SS#, or name and DOB.

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-----------|----------------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| ssn | mc02.social_security | INTEGER max length 9 digits |

Warrant Returns

Warrant returns will include the warrant or capias date in war_date and will return the letter “W” or “C” in the war_type field based on which date is used.

Create a file for returning the information found. This file should be named the same as the originating inquiry file with the initial “WI” for warrant inquiry replaced with a “WR” for warrant returns. After creating the file, move it to the *Output Directory* from setup.

On error write error to log file DATE, TIME, ERR#, “Unable to process warrant inquiry (error information).”

Save record as ERR#.dat file in the Error Directory from setup.

If no errors then write to log file DATE, TIME, "Process completed for [file name]."

The output file should be formatted:

```

<!-- Begin warrant_returns.dtd -->
<!-- Version 1.0 -->
<?xml version="1.0" encoding="UTF-8"?>
<ELEMENT RETURN (warrant+)>
<ELEMENT warrant (name, dob, dl_state?, dl_number?, ssn?, race, sex, height?, weight?, eye_color?, hair_color?,
ticket, viol_code, viol_desc, war_date, war_type, bal_due)>
    <ELEMENT name (#PCDATA)>
    <ELEMENT dob (#PCDATA)>
    <ELEMENT dl_state (#PCDATA)>
    <ELEMENT dl_number (#PCDATA)>
    <ELEMENT ssn (#PCDATA)>
    <ELEMENT race (#PCDATA)>
    <ELEMENT sex (#PCDATA)>
    <ELEMENT height (#PCDATA)>
    <ELEMENT weight (#PCDATA)>
    <ELEMENT eye_color (#PCDATA)>
    <ELEMENT hair_color (#PCDATA)>
    <ELEMENT ticket (#PCDATA)>
    <ELEMENT viol_code (#PCDATA)>
    <ELEMENT viol_desc (#PCDATA)>
    <ELEMENT war_date (#PCDATA)>
    <ELEMENT war_type (#PCDATA)>
    <ELEMENT bal_due (#PCDATA)>
<!-- End of warrant_returns.dtd -->

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|------------|-------------------------------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| ssn | mc02.social_security | INTEGER max length 9 digits |
| race | mc02.race | CHAR(1) |
| sex | mc02.sex | CHAR(1) |
| height | mc02.height | SMALLINT |
| weight | mc02.weight | SMALLINT |
| eye_color | mc02.eye_color | CHAR(3) |
| hair_color | mc02.hair_color | CHAR(3) |
| ticket | mc02.ticket | CHAR(8) |
| viol_code | mc02.arrest | CHAR(12) |
| viol_desc | mc05.title | CHAR(60) |
| war_date | mc02.warrant_date OR mc02.capias | DATE format: MM/DD/YYYY |
| war_type | calculated from war_date | W C |
| bal_due | mc02.balance_due | MONEY(8,2) |

BATCH OUTPUTS

No changes are required to existing batch outputs.

DATABASE CHANGES

Additional fields will be added in the CS01 and CS02 tables for the client modifiable Processor and program parameters. These parameters will include:

- Input Directory
- Output Directory
- Completed Directory
- Error Directory
- Log Files Directory
- #of days old error logs to keep
- # of days old messages to keep.
- User Name (for citation and payment entries)
- Payment Trancode (for payment entries)
- Export Updates? (to turn on/off the export of all entries and modifications)
- Signature Directory

New Table:

Mc02_images

Fields:

| | |
|------------|----------|
| Cause | Integer |
| Image_type | Char(5) |
| Image_path | Char(64) |
| Filename | Char(32) |

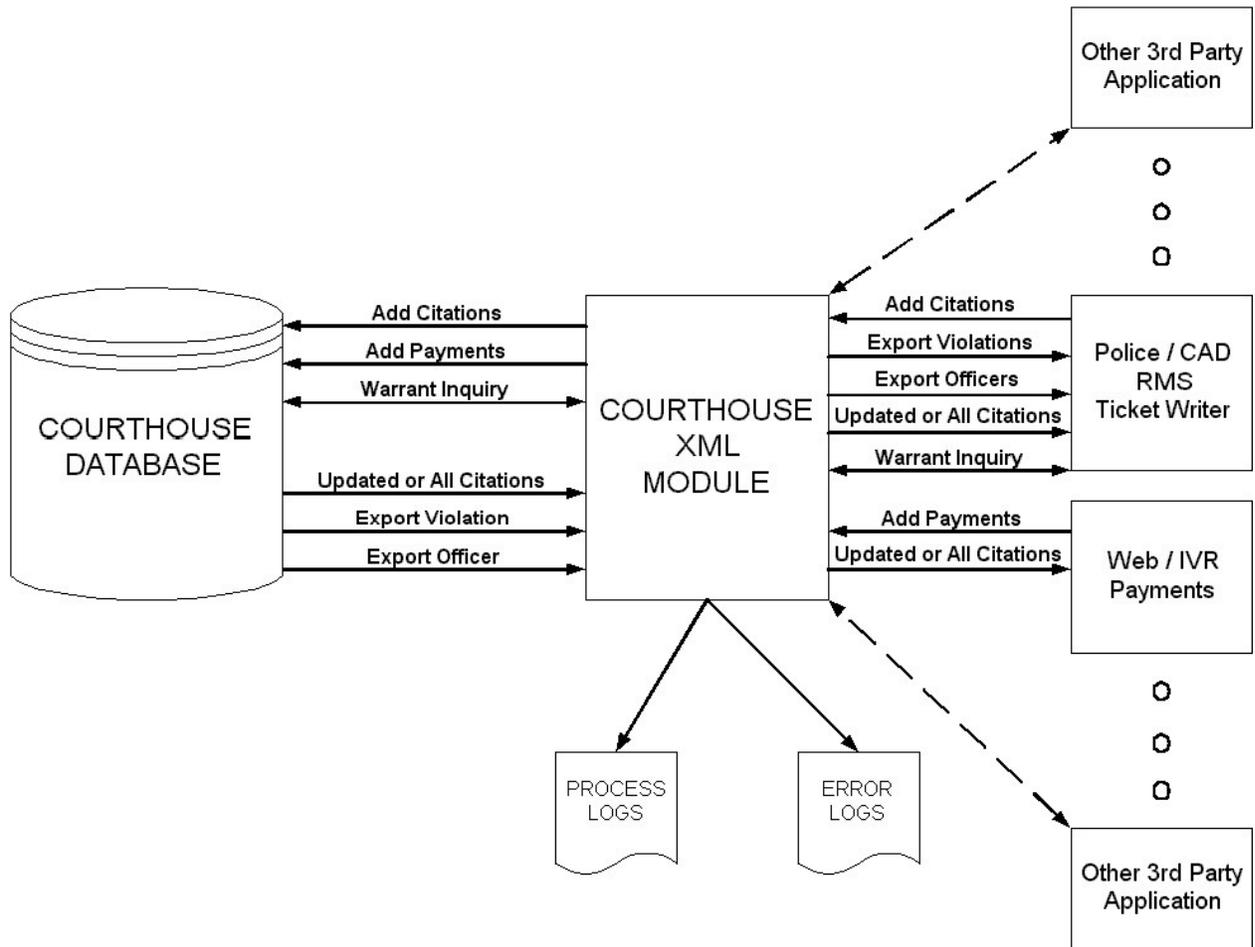
REQUIRED DATA

It is recommended that CSI personnel meet with City's personnel and other vendors associated with this project to verify that all the necessary data elements are being handled in a manner consistent with City's policies and procedures. This meeting should take place prior to final acceptance of these specifications.

NOTES

Complete Document Type Definition (DTD) files are attached.

The input XML files (WI and D files) should not contain the pipe "|" character.



Council Agenda Item: #R10

SUMMARY:

This item is to request Council's approval of a contract with EyeVR Solutions to design and integrate an IVR (Interactive Voice Response) system to RedSalsa web-enabled application for on-line payment/transactions processing system for the Municipal Court Department. Last year we released a RFP to solicit responses from qualified vendors and implementers. Seven (7) proposals were received. EyeVR is one of the two vendors selected for this project.

A copy of the contract, and the RFP are attached.

FINANCIAL IMPACT:

Budgeted Amount: **\$0**

Cost: **\$28,920**

For most traffic violations, the Town collects a \$4.00 municipal court technology fee for each citation adjudicated. According to state law, these funds can only be spent on technology improvements for the municipal court. While the EyeVR solution is not budgeted for FY 2003-04, there are currently municipal court technology funds that are available for this purpose. If approved, this expenditure will need to be formally recognized as a mid-year budget amendment in the Municipal Court fund in late summer.

BACKGROUND:

This solution will be serving everyone by permitting phone payments for transactions with the Municipal Court System. Under this design the users will be allowed to enter a plea, and allow payment/s by **telephone in English and Spanish**.

Currently, the Town of Addison uses a program called Court House 2000 by Court Specialists, Inc. for entering and storing information about cases filed in the Municipal Court. The Town also utilizes an Enterprise Financial System and a check verification system provided by TeleCheck to reduce bad checks and their collection. This solution will be integrated to all three aforementioned systems for a true on-line processing.

The IVR E-Court Solution will expand and upgrade the current Addison IVR system to include the Spanish language, check, and credit card payment processing. This upgrade will continue to read from the current static CSV data on the local IVR PC, while the new payment-processing component will be made dynamically via the XML MODULE

PROVIDED by the CourtHouse system for uploading/downloading information from the CourtHouse database to IVR database and vice-versa. As a customary process of development, EyeVR will create a replica E-Court IVR demo on their local server and provide telephone access for the purposes of review and approval.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with EyeVR Solutions to design and integrate an IVR (Interactive Voice Response) system to RedSalsa web-enabled application for on-line payment/transactions processing system for the Municipal Court Department in the amount of \$28,920.

Addison!®

A Request for Proposal

E-Court Solution

Date Issued: Friday, March 21, 2003

Date Due: Friday, April 25, 2003

1.0 INTRODUCTION

An brief synopsis and Invitation to submit proposals

1.1 THE TOWN OF ADDISON

The Town of Addison is located in the Dallas North Parkway area, which has been referred to as the “golden corridor” of the Dallas metroplex. Aside from the Town of Addison, the area encompasses the Dallas suburbs of Carrollton, Farmers Branch, and Plano. The area, which developed rapidly during the late 1970’s and early 1980’s is home to affluent residential neighborhoods, over 1,200 million-dollar companies, and scores of quality restaurants. The area commands a central location in reference to Downtown Dallas, DFW airport, and the Plano Corporate Campus area.

Epitomizing the best features of the area is the Town of Addison. The Town places a special emphasis on quality of life, which demands all development meet the most rigorous building requirements. The result of this philosophy has made Addison a cosmopolitan “downtown-uptown” distinguished from almost any other urban area in the nation.

Although it has only 14,166 residents, the Town serves an estimated 55,000 businesspersons, shoppers and visitors every day. The Town’s blend of residential, retail, and office uses creates an open environment, which avoids the claustrophobic effect usually associated with densely developed areas.

1.2 INTENT OF THE RFP

This Request for Proposal (RFP) is intended to solicit responses from qualified Vendors and Implementers for an on-line payments/transactions solution for the Municipal Court module.

1.3 EVENTS & DATES

The following sequences of events and tentative schedule dates have been established.

➤ Request for Proposal Distributed – Friday, March 21, 2003

Copies of this proposal can be obtained through the following media.

Hardcopy/Electronic: Minok Suh
Office of the Purchasing Coordinator
Addison Finance Building
5350 Belt Line Rd
Addison, TX 75240
Phone: 972-450-7091

➤ Vendor Sealed Proposals Due – Friday, April 25, 2003 at 3:00 p.m.

Proposals shall be enclosed in a sealed envelope or carton and will be received until Friday, April 25, 2003 at 3:00 p.m., CST. No late proposals will be accepted.

Vendor must clearly mark on outside of proposal envelope/package the following.

Company name, address, and bid name:

RFP 03-14 On-Line Transaction/Payment Solution for Court Module

Submit to: Office of the Purchasing Coordinator
Addison Finance Building
5350 Belt Line Rd
Addison, Texas 75240

1.4 CONTACT INFORMATION

Please direct all procurement and administrative questions to **Minok Suh**, the Town's Purchasing Coordinator at 972-450-7091 or msuh@ci.addison.tx.us

All other questions related to this procurement can be directed to **Hamid Khaleghipour**, Information Technology Director at 972-450-2868 or hkhaleghipour@ci.addison.tx.us

2.0 WORK DEFINITION

2.1 PRODUCTION SUPPORT

The solution must contain sufficient vendor resources to design and implement an on-line Payment/Transaction solution for the Court Module described in this RFP.

3.0 PROPOSAL FORMAT

The response should be prepared in a simple and straightforward manner. **The Vendor will provide two (2) original, in hard copy format, and one (1) in electronic format (Floppy Disk/CD)** to the location specified within this RFP on or before the closing date and time for receipt of proposals.

The Vendor will segment their proposal into the following sections.

3.1) EXECUTIVE SUMMARY

The Vendor will provide an Executive Summary, which presents in brief, concise terms, a summary level description of the contents of the Proposal.

The Vendor will detail all exceptions to the exact requirements imposed by this RFP.

The Vendor will indicate the proposal is firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

3.2) VENDOR PROFILE

The Vendor will indicate the primary company assuming overall responsibility for successful completion of the project. In addition, the Vendor will indicate all other companies who will be providing products or services through a subcontracting arrangement with the Vendor or through a separate contract to be negotiated with the Town.

It is important to recognize the Town is looking for a single Vendor to assume primary responsibility for the successful implementation of the proposed solution from contract signing through formal acceptance by the Town.

Vendor profile information will include such items as: the year established, business organization, office locations, financial history, nature of business, strategic direction, industry specialties, software products, hardware products, number of employees, number of client installations, outstanding litigation, and authorized negotiator(s).

3.3) VENDOR QUALIFICATIONS

The Vendor must demonstrate a proven track record in providing reliable technology solutions across a series of successful installation efforts.

The Vendor's record will reflect experience within a similar environment and of a similar nature and magnitude to that being proposed to the Town. Relevant experience must be associated with projects completed not more than three (3) years prior to the date of this RFP. The Vendor will provide a customer reference listing and related contact information for a minimum of five (5) customers for which the Vendor has completed a similar effort.

The Vendor is asked to provide a comprehensive list of customers for review by the Town.

3.4) THE SOLUTION

The Town recognizes that the implementation of an extensive on-line solution is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, it is acknowledged that the Vendor may be required to make assumptions regarding the Town's environment or specific requirements. Any assumptions made by the Vendor in regard to this RFP should be documented in-line with the response.

Additional detailed review and design activities will take place with the Vendor finalist to refine elements of the proposal, prior to contract negotiation and approval.

3.4.1) THE PROJECT APPROACH

The vendor will present its methodology and approach to completing this project. Each major activity will be identified, discussed and project deliverables identified.

3.4.2) THE TECHNOLOGY COMPONENTS

The Town of Addison is seeking to serve its citizens by permitting on line payments for transactions with the Municipal Court. Currently, a static web site is provided on the Town's web site, www.ci.addison.tx.us, which provides certain information. It would be desirable to permit certain interaction with the web site and allow payment to be made over the Internet, by a kiosk and by telephone.

Currently, the Town of Addison uses a program called Court House 2000 by Court Specialists, Inc. for entering and storing information about cases filed in the Municipal Court. The Town also utilizes an Enterprise Financial System and a check verification system provided by TeleCheck to reduce bad checks and their collection. **Integration with these programs and services are required. Integration with Town's Enterprise Financial System must be accomplished through a "Flat File" upload. A sample of the "Flat File" layout, Exhibit A, is included.**

Access for payment would be through the Internet, an authorized work station (kiosk) or the telephone. It is desired to authorize the user to enter a plea, sign up for defensive driving school and make payments by credit cards (Visa, Master Card, Discover or American Express) which would go through our bank for approval, by electronic check for

certain offenses through the Internet and an automated express system , at the Kiosk location, which lets users to pay cash, all without ever talking to a cashier. Juveniles and persons in warrant would be blocked from using the site. Defensive driving would be allowed for only certain violations. So a dynamic base of offenses would need to be built which is changeable by the Court for offenses allowable. The program would need to read whether the accused is a juvenile, a minor charged with alcohol violation or in active warrant status and exclude these from payment.

Because the Legislature any forms, instructions on the web site, Convenience Fee distribution method, or which are generated for receipt, and payment must be editable by the Court personnel without programming changes.

Internet

Access through the Town's site at www.ci.addison.tx.us and the Municipal Court subsection. The payment query would be one of the links with this page. A flow chart is attached which outlines the desired functions. In addition, representative pages are attached which would lead the user through the procedure. Instructions should be bi-lingual in English and Spanish.

- Once accessed a page would appear similar to the "Find Citation" page shown. The Citation Number would be entered. We currently have citations from police on parking and all others, code enforcement and the fire department.
- The next screen not shown would require cross verification by entering one of three items 1. date of birth in ddmmyyyy format, 2. driver's license number or 3. vehicle's license plate number (for parking). Once entered the program would double check and then allow access to all cases filed on this information. The program would search all related cases on that cross id and display them.
- The "Citation Information" page would appear. It would show non payable citations or causes in the system including: closed cases, juvenile cases or cases in warrant. It would then have (in a contrasting area and color such as "blue") cases which are pending and payable. The user would be instructed to choose the highlighted cases to pay or do defensive driving.
- A Plea screen would display and the user would then choose whether they "AGREE", "DISAGREE" or "Wish to Take Defensive Driving School". Language on this screen must be editable by the Court without programming changes.
- Next would be a Payment screen, similar to that shown but including all credit cards which would clear through our bank. In addition, we would add the ability to do an electronic check using TeleCheck Internet Check Acceptance Service.
- Transaction approved screen would then appear and print out with the transaction number. If another case is still open then the ability to go back to the citation screen would appear for payment of that case until all are paid or they leave the area.

Kiosk

- The ability to add touch screen terminals which display the same information in the lobby of the Court and elsewhere. Instead of going to the Internet it would access the program and process the information in the same manner. Payment options would be the same plus express

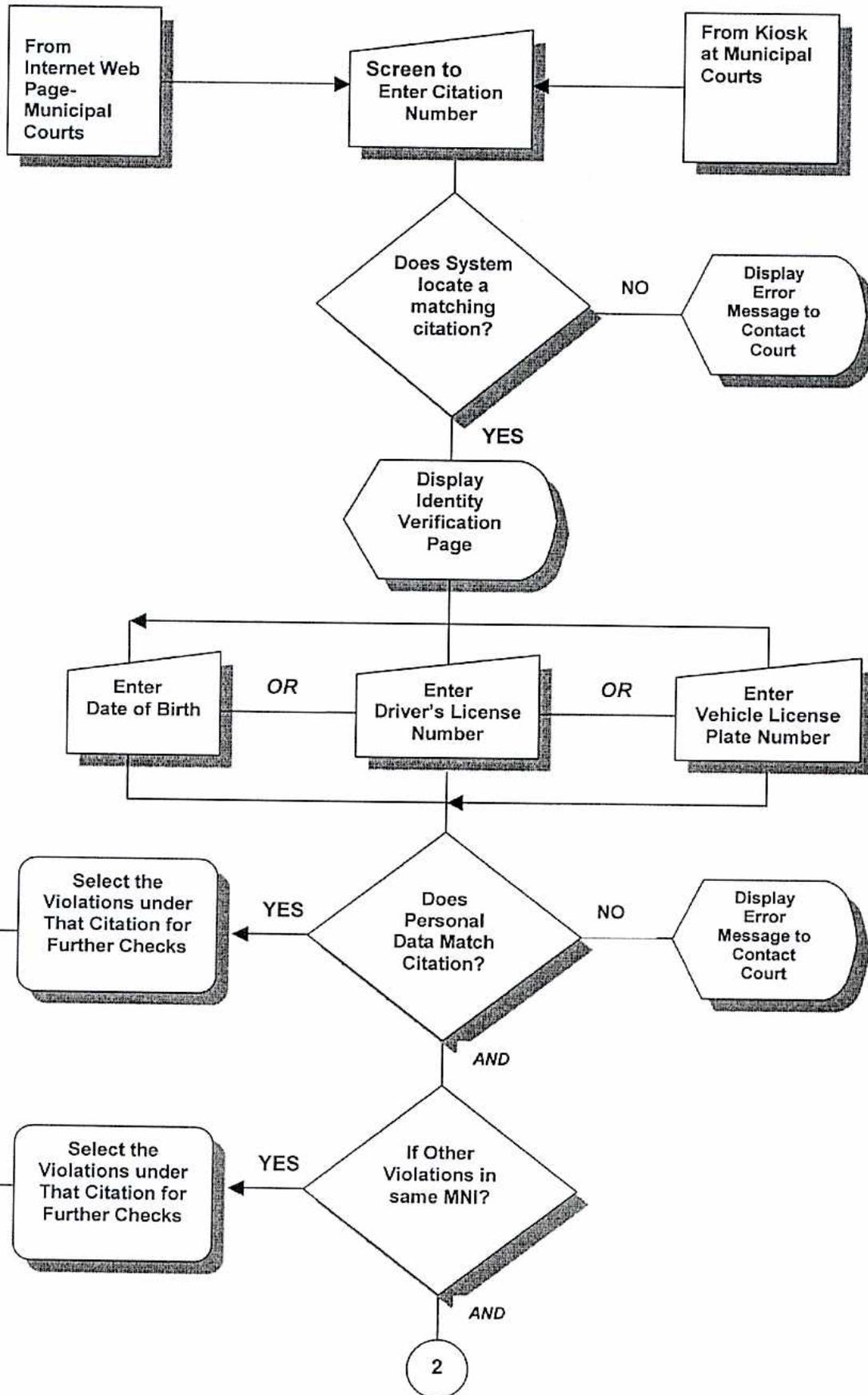
system for cash payment. In addition, a printer would print out the proper paperwork such as approval, defensive driving school.

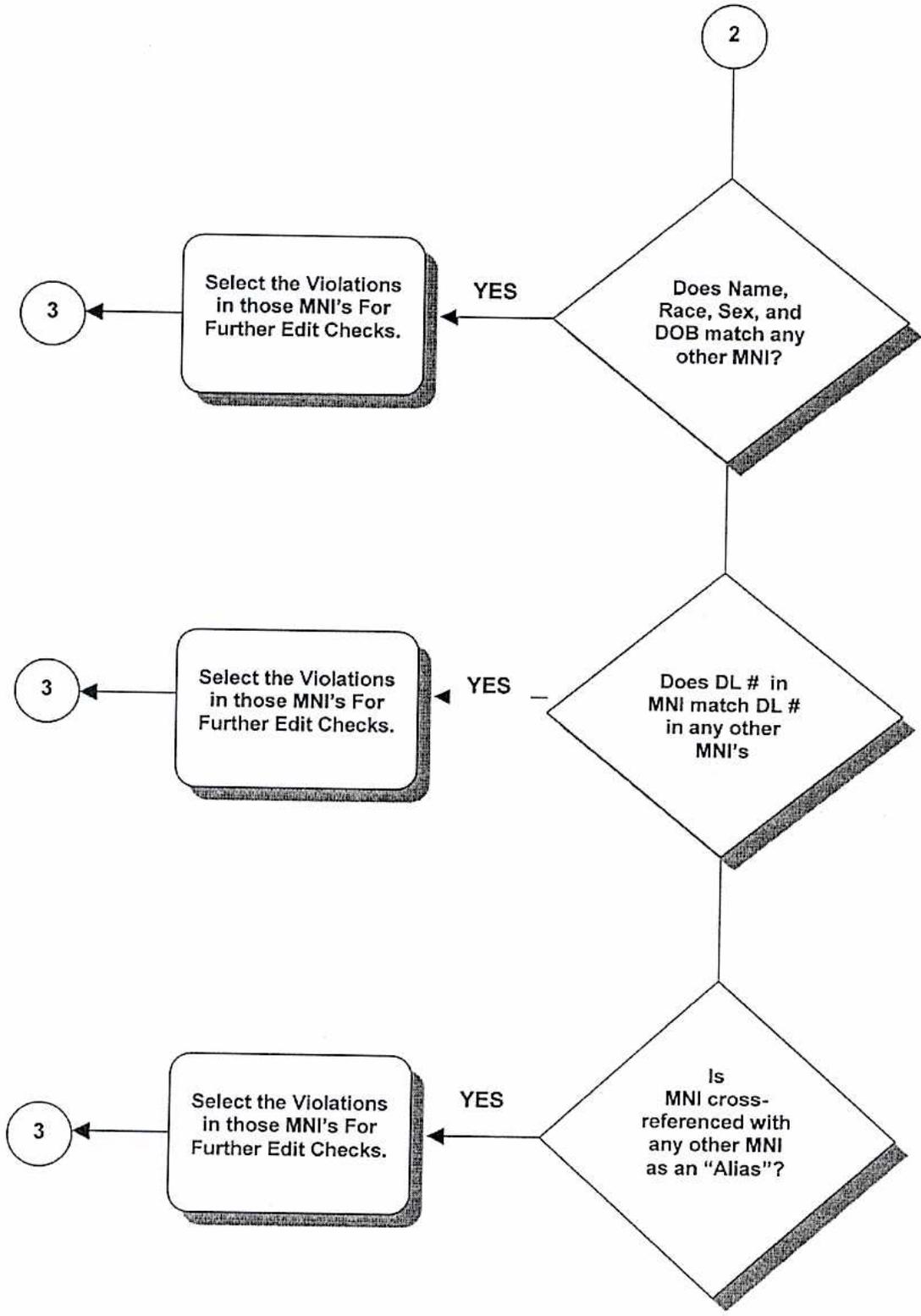
Telephone

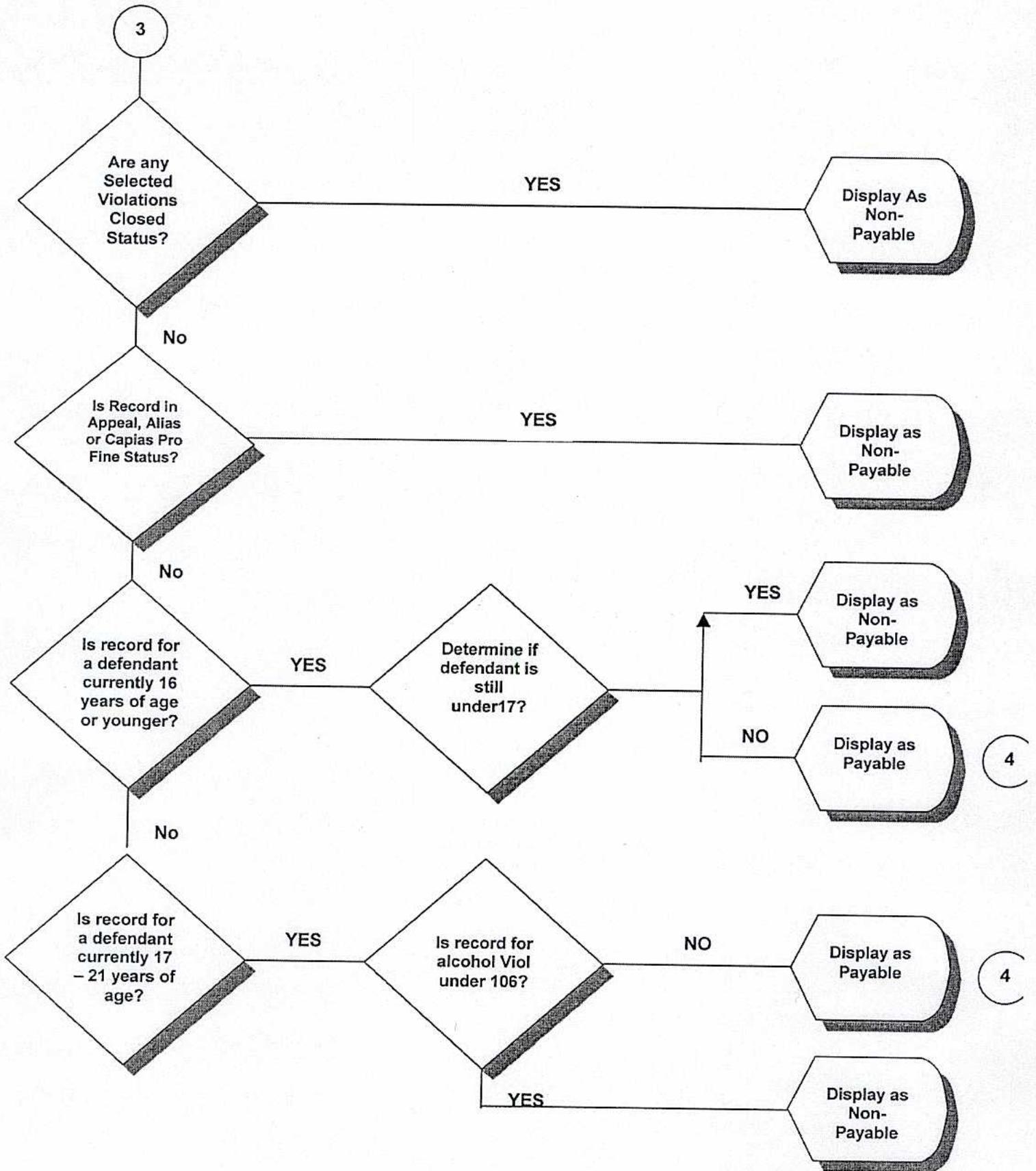
- The ability to use the key pad to access the information in a similar manner but verbally and with the key pad to our VRS and enter a credit card number to pay over the phone or pay by check using a program with our contractor TeleCheck. This would be the TeleCheck Checks By Phone Service. **Exhibit "B"** is the File layout currently is being used to transfer data from the Court House 2000 application to TeleCheck system.

E-COURT FLOW CHART

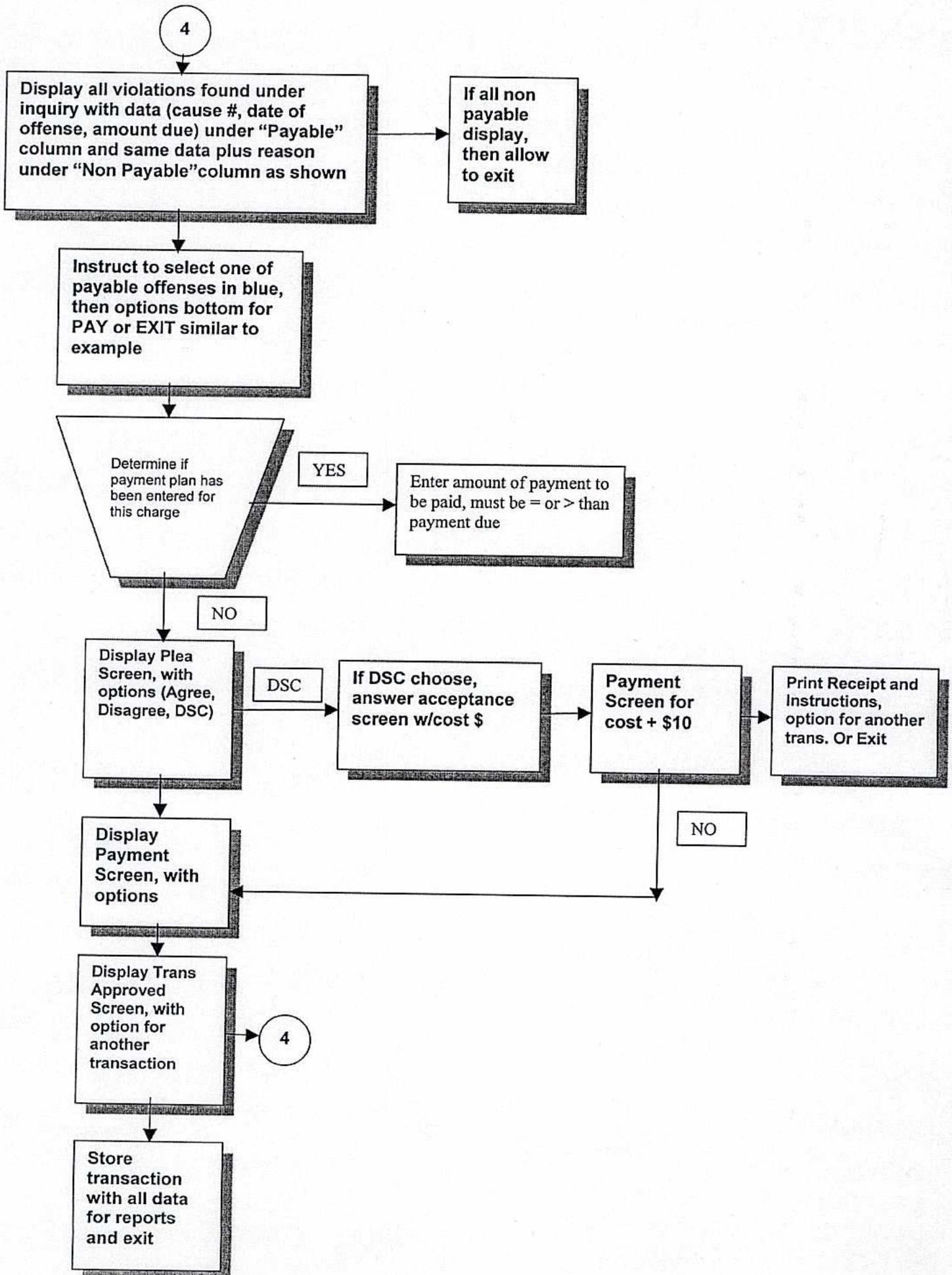
revised 3/11/03







SCREEN DISPLAYING PAYABLE AND NON PAYABLE CHARGES



FIND CITATION

To find a citation, select the department from which the citation was issued, and enter the citation number.

| | |
|------------------|--------------|
| Citation Type: ? | Police Dept. |
| Citation Number: | 395554 |

| | |
|--------------|--------------|
| <u>F</u> ind | <u>E</u> xit |
|--------------|--------------|

VERIFICATION

Enter one of the following for cross reference: date of birth, driver license number or vehicle license plate.

| | |
|-----------------|------------------------------|
| Date or License | Drop down with three options |
| | Box to enter date, license |

| |
|--------------|
| <u>F</u> ind |
|--------------|

CITATION INFORMATION

| | | | |
|-------------------------|-----------------------|--------------------------|--------------------|
| Name: | Doe, John | License Plate #: | 123ABC State: TX |
| Address: | 123 Anywhere | Driver License #: | 12345678 State: TX |
| City, State Zip: | DALLAS, TX 75238-0000 | Date Of Birth: | 04/26/1979 |

Non-Payable:

| Case # | Violation Desc. | Offense Date | Due Date | Amt. Due | Reason |
|----------|-------------------------|--------------|------------|----------|-------------|
| P287480A | Ran Red Light-Crosswalk | 03/17/1997 | 04/02/1997 | \$.00 | Case Closed |
| P287480B | Expired Inspection | 03/17/1997 | 04/02/1997 | \$.00 | Case Closed |

Payable: (click Case # to pay)

| Case # | Violation Desc. | Offense Date | Due Date | Amount Due |
|----------------|-------------------------|--------------|------------|------------|
| <u>P395554</u> | Ran Red Light-Crosswalk | 04/05/2001 | 04/19/2001 | \$150.00 |

Total Payment:

\$

Pay

Click the case # highlighted above which you wish to pay or do defensive driving for and then click the Pay button.

If you have an active warrant, you may not use this system to pay the fine. Your fine reflects late fees and warrants fees. You must appear in person or call the Court at (972) 450-1711 to discuss your options.

If you are a juvenile, an individual under the age of seventeen, or a parent or guardian of a juvenile or if you are under 21 and have been charged as a minor with an alcohol violation, you may not use this service and should contact the court at (972) 450-7111.

**** Defendant Plea and Payment Verification Statement ****

By paying my Fine Only Misdemeanor violation(s) filed in the Municipal Court, I understand that I am entering a plea of **Nolo Contendere** (No Contest) to the offense(s) and waiving my right to a trial by Jury or the Court. I agree to the pay in full the fine(s) assessed against me in this matter(s). I further understand that my plea of No Contest will result in reporting this violation to the State as required by law and, if applicable, may result in a conviction being reported against my driving record.

If you wish to take Defensive Driving School to prevent the convection from appearing on your record, and

1. You are charged with a moving violation under Subtitle C "Rules of the Road" and you not charged with speeding more than 25 miles over the limit, passing a school bus, or a CDL violation and your violation did occur in a Construction Zone
2. You have insurance or other financial responsibility as defined by the law
3. You have not taken the course to have another citation dismissed anywhere in Texas in the past 12 months
4. You must agree to the plea above by clicking the box I Agree and Defensive Driving School.

Then you may take Defensive Driving School.

I certify that I am the Defendant in this matter(s) and I have read and understand the foregoing statement and agree with the terms and conditions therein.

I Agree

I Disagree

I Agree & Wish to Take
Defensive Driving School

Name:
Doe, John

Total Payment:
150.00

Enter information as it appears on your credit card statement.

First Name:

Last Name:

Name on Card:

Telephone: format: 214-555-5555

Your Billing Address:

City:

City

Address Line 2:

State and Zip Code:

Texas

Email:

The information provided is only used for processing this transaction. All fields are required.

[Questions/Comments/Problems](#)

Card Number: no dashes

Expiration Date:

January

2001



Card Type

Add American Express also add electronic check payment with windows for check routing number and account number to draft on account.

Tickets:
P395554

Payment

Click the payment button above to make a payment.

Transaction Approved

Thank you for your payment of \$150.00

| | |
|----------------------|-----------|
| Name: | Doe, John |
| Confirmation Number: | 617250 |
| Tickets Paid: | P395554 |

All payments are posted the next business day. If you have any questions regarding this transaction, contact the Municipal Court at XXX-XXX-XXXX.

If you have another case to pay press here.

Press Exit if not.

EXHIBIT "A"

| <i>Field Name</i> | <i>Positions</i> | <i>Field Length</i> | <i>Type</i> |
|-------------------|------------------|---------------------|-------------|
| GL Account # | 01 - 24 | 24 | A |
| Amount | 25 - 33 | 9 | N |
| Date | 34 - 39 | 6 | N |
| Description | 40 - 69 | 30 | A |
| GL Type | 70 - 71 | 2 | A |
| Transaction Code | 72 - 77 | 6 | A |
| Route 1 | 78 - 82 | 5 | A |
| Route 2 | 83 - 87 | 5 | A |

| |
|--|
| EXHIBIT "B" |
| CITATION NUMBER |
| DEFENDANT LAST NAME |
| DEFENDANT FIRST NAME |
| DRIVERS LICENSE NUMBER |
| SOCIAL SECURITY NUMBER |
| PERSONAL IDENTIFICATION NUMBER |
| (Repeat the following fields for each successive violation) |
| VIOLATION CODE (There are about 300+ possible codes which must have a corresponding English sentence description pre-recorded on the AVRU) |
| VIOLATION DATE |
| FINE AMOUNT |
| VIOLATION STATUS DESCRIPTION Note: possible Violation Status Descriptions are: Court appearance date set, or Plea date set, or Trial before the court date set, or Trial by jury date set, or Defensive driving compliance deadline set, or Deferred adjudication date set. |
| COURT APPEARANCE DATE |
| PLEA DATE |
| TRIAL BEFORE THE COURT DATE |
| TRIAL BY JURY DATE |
| DEFENSIVE DRIVING COMPLIANCE DATE |
| DEFERRED ADJUDICATION DATE |

3.4.3) SOLUTION COSTING

The Vendor will provide a detailed breakdown of all costs required for a successful implementation of the proposed solution. The Town encourages the Vendor to fully identify costs. To minimize or hedge on costs will only serve to place the Town and the Vendor at a disadvantage.

The Town is requesting the Vendor provide specific cost information for each described component and sub-total per section.

3.5) OTHER VENDOR INFORMATION

This section will include additional detail, which will allow the Town to gain a greater appreciation for the proposed solution. Any information, which is considered proprietary, should be clearly marked as such. The Town will assume no obligation or liability in the event proprietary information is disclosed.

4.0 TERMS AND CONDITIONS

The terms and conditions under which the Proposal will be made are detailed within this section. The Town views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the paragraph items within this section, as they will prevail in the event of any discrepancies or differences between project related or contractual documents.

4.1 BASIS FOR PROPOSAL

Only information supplied by the Town in writing through the Purchasing Office should be used in the preparation of Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

4.2 VENDOR TERMS AND CONDITIONS

The Vendor must submit a complete set of any additional terms and conditions that they propose to have included in a contract negotiated with the Town.

4.3 DISCLOSURE OF PROPOSAL CONTENTS

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals may not be open for public inspection. Such data must be stamped "proprietary" or "confidential" on each page on which they

appear, must be readily separable from the proposal and may be subject to review by the Attorney General of Texas in accordance with the Texas Open Records Act.

Vendors are advised that the confidentiality of their proposals will be protected by the Town to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased, and a contract has been awarded. While there is provision to protect proprietary information under the Act, where the vendor can meet certain evidentiary standards, please note that a ruling on whether these standards have been met will not be determined by the Purchasing Office of the Town of Addison but by the office of the Attorney General of Texas.

4.4 LATE PROPOSALS

Proposals must be returned in sufficient time so as to be received and date/time stamped at the specified location on or before the published proposal date and time specified. Any proposal received after the time and date set for receipt of proposals is late and cannot be considered.

4.5 SIGNING OF PROPOSALS

The submission and signature of a Proposal shall indicate the intention of the Vendor to adhere to the provisions described in this RFP.

4.6 COST OF PROPOSAL

This Request for Proposal does not commit the Town to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the Vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract), which might occur prior to delivery to the Town; and such loss, injury, or destruction, shall not release the Vendor from any obligations under this RFP or any resulting contract.

4.7 CONFLICT OF INTEREST, NON COLLUSION AND ANTI LOBBYING

The Vendor promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response; directly or indirectly, through any contact with Town Council members or other Town officials between the proposed submission date and award by the Town Council and that there will be non-collusion and non-conflict of interest.

4.8 OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposal shall become the property of the Town of Addison.

4.9 DISQUALIFICATION OR REJECTION OF PROPOSALS

Vendors may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists among the Vendors;
- The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the Town;
- The Vendor lacks financial stability;
- The Vendor has failed to perform under previous or present contracts with the Town;
- The Vendor has failed to use the Town's required forms;
- The Vendor has failed to adhere to one or more of the provisions established in this RFP;
- The Vendor has failed to submit "Itemized Cost Sheet/s" for all the items including but not limited to, hardware, software, Services, etc., stated in this RFP.
- The Vendor has failed to submit its Proposal in the format specified herein;
- The Vendor has failed to submit its Proposal on or before the deadline established herein;
- The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process;

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.

4.10 RIGHT TO WAIVE IRREGULARITIES

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind.

The Town reserves the right to waive minor irregularities and mandatory requirements provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town of Addison.

4.11 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or telegraphic notice received by the Purchasing Office prior to the exact hour and date specified for receipt of bids. A bid

may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

4.12 AMENDING OF PROPOSALS

A Vendor must submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town will not merge, collate, or assemble proposal materials.

4.13 PROPOSAL OFFER FIRM

Responses to this RFP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. All Proposals must include a statement to that effect.

4.14 EXCEPTIONS TO RFP SPECIFICATIONS

Although the specifications stated in the RFP represent the Town's anticipated needs, there may be instances in which it is in the Town's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Vendor make very clear where exceptions are taken to the specifications and how the Vendor will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the Town's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Vendor does not make clear that an exception is being taken, the Town will assume the Proposal is responding to and will meet the specification as written.

Where the Vendor does not agree with the Town's terms and conditions, we require the proposal to enumerate the specific clauses, which the Vendor wishes to amend or delete and suggest alternative wording. Any minimum terms to which the Town will have to agree to in order to enter into a contract with the Vendor and which the Vendor considers to be a "deal breaker" **MUST BE SUBMITTED WITH THE PROPOSAL.**

4.15 CONSIDERATION OF PROPOSALS

Discussions may be conducted with responsible Vendors capable of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Town, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Town.

4.16 TERMINATION

The Town reserves the right, by and through its City Manager and in the City Manager's sole and unqualified discretion, to cancel this RFP at any time and for any reason. The Town reserves the right to reject any or all proposals submitted in response to this RFP. In addition, the Town reserves the right, in its sole and unqualified discretion, to accept, in whole or in part, a vendor's proposal submitted in response to this RFP.

4.17 GOVERNING LAW

The Contract will be governed by the laws of the State of Texas. All duties of both parties shall be performed in Dallas County, Texas. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of Texas.

4.18 NO OBLIGATION

This procurement in no manner obligates the Town or any of its agencies to the eventual rental, lease, or purchase of any software, hardware, or services offered until confirmed by an executed written contract.

4.19 AWARD OF CONTRACT

The Town reserves the right to withhold final action on Proposals for a reasonable time, not to exceed one hundred eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, will be to the most responsible and responsive Vendor whose Proposal meets the requirements and criteria set forth in the Request for Proposal and whose Proposal is determined to be the most advantageous to the Town considering the requirements and criteria set forth herein. The Town reserves the right, in its sole discretion, to abandon, without obligation to the Vendor, any part of the project or the entire project, at any time before the Vendor begins any work authorized by the issuance of a Notice to Proceed by the Town.

The award of the contract shall not become effective until the contract has been executed by the Vendor and the Town.

4.20 EXECUTION OF CONTRACT

The Town Council shall authorize award of a contract to the successful Vendor and shall designate the successful Vendor as the Town's Vendor. The Town will require the Vendor to sign the necessary documents entering into the required Contract with the Town and to provide the necessary evidence of insurance as required under the contract documents.

No contract for this project may be signed by the Town without the authorization of the Addison Town Council. No Contract shall be binding on the Town until it has

been approved as to form by the Town Attorney, and executed by the Town's City Manager.

4.21 PROPOSAL EVALUATION PROCESS

The contract may be awarded to the Vendor whose Proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized.

| Item | Evaluation Category | Award |
|------|----------------------|-------|
| 1 | Vendor Award | 10% |
| 2 | Cost Award | 60% |
| 3 | Responsiveness Award | 5% |
| 4 | Architecture Award | 25% |
| | Total Award | 100% |

Vendor Award

Points may be awarded based upon proposals, which minimize the risks associated with a project of this nature. The Town will consider factors such as: number of years in business, experience level, client references, resource availability, technical platforms, project approach, staffing levels, and support levels.

Cost Award

Points may be awarded based upon the reasonableness of the Vendors cost proposal, and the completeness, accuracy and level of cost detail provided.

Responsiveness Award

Points may be awarded based upon the Vendor's proposal completeness, level of detail, and conformance to Town instructions.

Architecture Award

Points may be awarded based upon the Vendor's multi-tiers architecture, Database linkage, System Security methodology, Generation of HTML, XLM, etc. codes, Reporting capabilities, and flexibility of the system.

5.0 COST SHEETS

The Vendor is required to complete and return an *Itemized Cost, in Excel Spread Sheet Format* , with sub-total and Grand-total figures.

IVR SOLUTION AND SOFTWARE AGREEMENT

Submitted to: Town of Addison

Prepared by: EyeVR Solutions

April 29th, 2004

All trademarks are the property of their respective owners.

IVR SOLUTION AND SOFTWARE AGREEMENT

THIS IVR SOLUTION AND SOFTWARE AGREEMENT (hereinafter called this "Agreement") is entered into as of the ___ day of _____ 2004 by and between EyeVR Solutions (hereinafter called "Contractor"), with offices at 8175 Limonite Avenue, Suite A5, Riverside, CA 92509, and the Town of Addison, Texas (hereinafter called "Client"), with offices at Addison, TX (the Contractor and the Client being referred to together herein as the "Parties").

WITNESSETH:

WHEREAS, Client solicited requests for proposals (the "RFP", issued on Friday, March 21, 2003, a true and correct copy of which is on file with the Finance Director of the Town of Addison) for the design and implementation of a computer based system which will allow persons who become defendants in an action filed in the Municipal Court of the Town of Addison, Texas to process their case, including payment of fines, in an expeditious manner through the use of the internet ("Internet"), a touch-screen kiosk ("Kiosk"), and telephone interactive voice response ("IVR"), as described in the RFP (the said computer based system being referred to in this Agreement as the "Project"); and

WHEREAS, Contractor submitted a proposal in response to the RFP, and Client has selected Contractor to: (i) provide the IVR portion of the Project (the "IVR Portion" as described in Section I of this Agreement), and to (ii) ensure integration of the Internet/Kiosk portion of the Project (the " Internet/Kiosk Portion") to be provided by a third party vendor with the IVR Portion; and

WHEREAS, Contractor is in the business of providing, and is an established provider of, integrated solutions for web, kiosk and telephone Interactive Voice Response (IVR), to customers such as Client, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and

WHEREAS, Contractor agrees to provide qualified solutions to perform services to accomplish the work as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and the mutual and dependant promises hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Work

Exhibit A (Statement of Work for IVR Application) attached hereto and incorporated herein specifies and describes that portion of the Project related to the IVR (the "IVR") (such portion being referred to herein as the "IVR Portion"). Contractor shall provide consulting, services, and systems in support of Client's needs as specified and described in **Exhibit A** attached hereto and incorporated herein. For purposes of this Agreement, the IVR is referred to individually as "work product". For the Internet/Kiosk portion of the Project (the "Internet/Kiosk Portion"), Contractor has assisted Client in locating an Internet/Kiosk vendor ("Internet/Kiosk Vendor") to provide the Internet/Kiosk Portion, and will provide and ensure the proper integration of the IVR Portion with the Internet/Kiosk Portion.

2. Terms of Delivery, Acceptance, and Error Correction

The term of this Agreement is effective as stated on all Client Purchase Orders referencing this Agreement, unless sooner terminated in accordance with conditions hereinafter described.

The Client shall examine and test each work product outlined in the Scope of Work (Section 1) with reasonable promptness. Client will designate an individual who has the responsibility to oversee Client review and approval of each work product deliverable as identified in the Scope of Work. Final acceptance by Client shall be based on the following criteria:

- The full and final completion to the Client's satisfaction of the work by Contractor as described herein, including in the Scope of Work.
- Contractor's meeting the overall objectives and scope of the Project as defined herein.

Client may review all test data, reports, and results, in order to verify that each work product for the Project complies in all respects with the acceptance criteria. Based on the above, if the Client does not accept any work product deliverable or errors are made through no fault of Client, then Client shall notify Contractor and Contractor shall promptly correct deficiencies within a mutually agreed upon time period, and acceptance testing will be repeated to the extent necessary to demonstrate that the deficiencies have been corrected by Contractor and approved by Client. If after sixty (60) calendar days (unless further extended by Client) the Project, or any portion thereof (including each work product) still has not met the acceptance criteria, Buyer may elect to terminate this Agreement in accordance with Section 12 of this Agreement. No use of the Project or any part thereof by Client prior to final acceptance by Client shall constitute an acceptance of the Project, or any component thereof, or any services in connection therewith.

For work product (systems) that require physical delivery, Client shall pay reasonable shipping costs in accordance with Client's instructions, and Contractor will be responsible for packing, shipping and safe delivery to Client. Title and risk of loss of any such goods will not pass to the Client until the Client actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery. Client shall have the right to designate what method of transportation shall be used to ship the goods. Client assumes no liability for

goods damaged while in transit and or delivered in a damaged condition. Contractor shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Client of the same. Contractor reserves, until full payment has been received, a purchase money security interest in the work product described in the Scope.

3. Compensation

- A. For the Contractor's proper performance of this Agreement and of the services and delivery of the Project (including each work product described herein), Client agrees to pay to the Contractor the amounts set forth in **Exhibit B** attached hereto and incorporated herein. However, the total payments to Contractor under this Agreement shall not exceed limitation amounts specified on individual Client Purchase Orders issued against this Agreement.
- B. No increase in the amounts set forth in the attached Exhibit B shall be valid unless first authorized by Client in writing.

4. Contractor Responsibilities

- A. Contractor agrees to deliver a complete solution to meet Client's needs as described in the RFP and based on the defined specifications by the Client. In connection with any software to be provided by Contractor pursuant to this Agreement, Contractor grants to Client a personal, non-exclusive, perpetual, paid-up, non-assignable and non-transferable license to use the source code and all documentation in connection therewith (including the developer's notes and any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programmer of general proficiency, in Addison for Client's own use. Simultaneously with the delivery and implementation of any software described herein to be provided by Contractor, Contractor shall deliver to Client the source code and the documentation described above for such software for use solely in Client's operations.
- B. In connection with the Internet/Kiosk Portion to be constructed by the Internet/Kiosk Vendor, Contractor will build the IVR Portion of the Project to integrate with the Internet/Kiosk Vendors' technical specifications for the Internet/Kiosk portion Portion. Contractor shall guarantee and ensure the full and complete integration of the IVR Portion with the Internet/Kiosk Portion of the Project, so that the Project is a fully functioning system. On-going support/maintenance of the Internet/Kiosk Portion shall be between the Client and Internet/Kiosk Vendor. Contractor will not be held liable for any contractual agreements between the Internet/Kiosk Vendor and the Client.
- C. Contractor agrees to provide to Client a report on the progress of the Project at the end of each week, which reports shall include, at a minimum, progress and status of

work being performed under the terms of this Agreement, milestones attained, and any problems or delays in performance. If any delay is reported, Contractor's report will additionally state the reason for the Project delay, the corrective actions that are available and corrective action taken or should be taken by Contractor and/or the Client, any proposal modification of a Project schedule and/or implementation plan, if any, and the estimated impact of the change resulting from the delay or modification.

- D. Contractor agrees to incorporate any feedback provided by the Client during the course of progress monitoring, provided it does not change the scope of the Project as described herein.

5. Invoicing and Payment

Invoices are to be mailed or hand-delivered by a reputable courier company to the appropriate Client Business Manager designated by the Client.

Payments are to be made net fifteen (15) days from the date of the invoice.

Pricing and payment information is provided in **Exhibit B**.

6. Ownership and Use of Information and Materials

A. Ownership of Product. In the event any product (including but not limited to training materials, programs, software, designs, documentation, inventions, discoveries, ideas, processes, and hardware) is created and produced by Contractor in the context of performing the services hereunder ("Product"), such Product and all copies thereof will not be deemed "work for hire" and will be owned exclusively by Contractor or its vendor. Contractor hereby grants to Client a personal, non-exclusive, perpetual, paid-up, non-assignable and non-transferable license to use the source code and all documentation in connection therewith (as described in Section 5 above) for any Product provided to Client in connection with this Agreement for Client's operations. This license to the Client to use the source code and documentation is limited to the Client's use of the source code and documentation in the Town of Addison for its own purposes. In the event any Product is deemed to be "work for hire" or otherwise is deemed to be owned by the Client, Client hereby assigns to the Contractor or its assignee any and all of Client's rights and interest in such Product (except for the license rights described herein). Client will take reasonable measures to guard against use of the Product by its employees, contractors and agents which is in any manner inconsistent with this limited license. The license granted hereunder for Product will commence upon the Client's payment in full of the price for the Product and will continue indefinitely unless canceled by Contractor upon written notice to Client for any event of breach of the license for such Product by Client. Cancellation for any reason will not affect the sums due hereunder or any additional remedies provided by law or equity. Client acknowledges that Contractor and its licensors and/or suppliers retain all right, title and interest in and to the original, and any copies, of any software and documentation provided to Client pursuant to this Agreement, and ownership of all patent, copyright, trade secret, trademarks and other intellectual property rights pertaining thereto, shall be and remain the sole property of Contractor and its licensors and/or suppliers. Client agrees and acknowledges that Contractor may license or sell similar solutions, software or products to other municipalities, jurisdictions, clients, persons or entities. Client shall not be an owner of any copies of, or have any interest in (except for its license rights), such Product or documentation, but rather, is licensed pursuant to this Agreement to use such copies. Without limiting the generality of the foregoing, Client receives no rights regarding such Product other than as set forth herein (or as may be set forth in another license agreement between Contractor and Client) and agrees not to: (i) modify, port, translate, localize, or create derivative works of the Product; (ii) decompile, disassemble, or reverse engineer the Product ; (v) sell, lease, license, sublicense, copy, market or distribute the Product; (vi) knowingly take any action that would cause any Product to be placed in the public domain; or (vii) distribute any batch or off-line processing of content using the Product, except by payment of the applicable "port" fees. Notwithstanding the foregoing or anything in this Agreement to the contrary, Client may make copies of the Product for installation, backup, or archival purposes only and copies of any documentation in connection with such Product.

B. Acknowledgment of Proprietary Materials Limitations on Use. Client acknowledges that the Product and related documentation are protected by the intellectual property laws of the United States.

7. Confidentiality

Subject to law and the terms and provisions of this Agreement, each Party that receives (the "Recipient") any Confidential Information (as defined in Section 7.1 below) shall hold in confidence and shall not disclose such Confidential Information disclosed by the other Party (the "Disclosing Party"), directly or indirectly, under any circumstances or by any means, without the prior written consent of the Disclosing Party, except solely as necessary to assist the Recipient, its officials, officers, employees, advisors, representatives, agents, or other third parties in the performance of its obligations under or in connection with this Agreement. The Recipient agrees to exercise a reasonable degree of care in safeguarding the Confidential Information against inadvertent disclosure, and agrees to treat the Disclosing Party's Confidential Information with at least that level of care used by the Recipient with respect to its own Confidential Information. Except as otherwise provided in this Agreement or as may be otherwise agreed upon between the Parties hereto or as may be otherwise required by law, upon demand of the Disclosing Party, or upon the termination of this Agreement, the Recipient agrees to deliver promptly to the Disclosing Party all Confidential Information, in whatever form, that may be in its possession or under its control; provided, however, that Client shall be entitled to retain all Work Product for which it has paid (including any software and related documentation) and the rights in and to such Work Product as described in this Agreement and any other agreement between the Parties.

7.1 Confidential Information. As used in this Agreement, the term "Confidential Information" means information relating to the Project, including (i) the products, services, technology and business plans of the Disclosing Party, which, if disclosed to the Recipient, is disclosed by the Disclosing Party or its agents to the Recipient or its agents clearly marked as confidential or proprietary, and (ii) any and all information delivered to Recipient by the Disclosing Party or its agents, or otherwise prepared by the Disclosing Party or its agents, that describes or relates to such products, services, technology and business plans. Confidential Information is also understood to include information and data disclosed orally or visually provided it is identified at the time of disclosure as confidential, and provided the confidential nature of the same is reduced to writing by the Disclosing Party within three days after its disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the Recipient. Confidential Information is and shall continue to be the sole and exclusive property of the Disclosing Party. Confidential Information does not include information, whether labeled or identified as confidential or proprietary or not, that: (a) was in Recipient's or its agent's possession in tangible form before receipt from Disclosing Party; (b) is generally available to the public at the time of receipt of the information by the Recipient, (c) becomes a matter of public knowledge after receipt by the Recipient through no fault of the Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; (e) is disclosed by the Disclosing Party or its agents to a third party without a duty of confidentiality on the third party; (f) is independently developed by the Recipient as evidenced by its records; (g) is disclosed under operation of law after prior notice to the Disclosing Party; or (h) is disclosed by Recipient with the Disclosing Party's prior written approval. In addition, Confidential Information does not include information provided to the Recipient prior to the date of this Agreement and not clearly identified as confidential or proprietary, and which has been disclosed by the Recipient to a third party prior to the date of this Agreement. In addition, Confidential Information may be disclosed if required to be disclosed by the Recipient or its

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agents pursuant to any law, rule or regulation or pursuant to a valid order of a court or other governmental body or agent, including pursuant to the direction of the Texas Attorney General.

Without limiting the foregoing, this Agreement is not Confidential Information.

7.2 Required Disclosures. The Parties acknowledge that the legal requirements to which the Parties or their affiliates are subject may require public disclosures regarding Confidential Information. In the event that a Party is legally required to disclose Confidential Information, the then-disclosing Party shall provide the non-disclosing Party with written notice of such.

7.3 Relief. In the event of a breach or threatened breach of the terms of this Section 7, the non-breaching party may seek relief. If Recipient fails to abide by this Section, the Disclosing Party shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary or permanent injunction enforcing this Section, and any other remedies provided by applicable law.

8. Changes and Change Management Process

The Client shall have the right by submitting a written document to make changes in the Project, the work, specifications, or quantity (a "Change Request") provided any change in price or delivery caused thereby shall be adjusted equitably by mutual agreement.

The Scope of Work (Section 1) assumes that regular consultation will occur between Contractor and the Client during the course of the Project, and certain details and minor changes are expected and assumed within the Scope. All such changes that are not deemed material by Contractor shall be managed in a professional and workmanlike manner, without modification to the pricing provided by this Agreement.

Those requests by Client deemed by Contractor, after consultation with Client, to comprise material modifications to the services described under this Agreement and the Scope may be deemed a Change Request under this provision.

All such Change Requests shall be submitted to Contractor in writing. Contractor shall evaluate the impact of each Change Request and shall respond to Client within fifteen (15) days of receipt, and will act as soon as possible to help maintain the schedule of the Project as indicated within the Scope. In some cases, evaluation of a Change Request may not have any impact on the pricing of services described herein. If a Change Request is materially significant, Contractor's response to a Change Request shall set forth (i) the impact to the scope of work, the price and schedule of the change, or (ii) Contractor's estimate of additional effort and time necessary to evaluate the change and set the price for such effort.

Upon its receipt and review of Contractor's response to a Change Request as described above, Client shall advise Contractor whether it wishes to proceed with the change. If no such authorization is received, the requested Change Request will be deemed withdrawn.

Agreed upon changes shall be in writing and signed by each party's authorized representative.

9. Independent Contractor

Contractor shall operate as an independent contractor and not as an agent of Client during performance of this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto. No personnel of Contractor or of any subcontractor shall be deemed under any circumstances to be an agent or employee of Client, nor do such personnel have authority to bind Client by any representation, promise, contract or agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

10. Documents

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All documents prepared by Contractor in connection with this Agreement, whether prepared before or after the date hereof, shall be the sole and exclusive property of Contractor. Client may retain documents for its own reference purposes but shall not knowingly disclose to others, use for others, or knowingly permit to others to use such documents without Contractor's prior written consent. Except as otherwise provided herein or in another written agreement between the Parties hereto, Client shall not copy or reproduce or cause to be copied or reproduced such documents except as required in connection with the performance of this Agreement. If Confidential Information is transmitted to or made available to third parties by Client with the prior approval of Contractor, Client shall imprint the following legend in place of its own legend:

"This Document is the property of EyeVR Solutions and the information contained herein is considered CONFIDENTIAL This Document is not to be used, reproduced or disclosed in whole or in part without the prior written permission of EyeVR Solutions in each instance."

II. Insurance; Indemnity

II.1 Contractor, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

- A. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, products/completed operations (\$2,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least one (1) year after the work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

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- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.
- F. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- A. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.
- C. Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

11.2 A. If a third party claims that any computer hardware, software, or other materials that Contractor provides under this Agreement infringes any intellectual property right (including, without limitation, patent, copyright, trade secret and proprietary rights), Contractor will defend the Town of Addison, Texas, its officials, officers, employees and agents against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the Client:

- (1) Promptly notifies Contractor in writing of the claim and does not incur defense expenses without prior notice to Contractor; and
- (2) Allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.

B. Contractor shall defend (with counsel acceptable to Client), indemnify and hold harmless the Town of Addison, Texas, its officials, officers, employees, and agents (together, "Indemnified Persons") from and against any and all losses, liability, lawsuits, damages, claims, demands, costs, fees and expenses (including, without limitation, reasonable attorneys' fees), whether based in contract or tort, arising from, out of, or in connection with (i) any act or omission of Contractor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them under this Agreement, (ii) any breach of this Agreement by Contractor, and (iii) any assertion under Worker's Compensation or similar laws made by persons furnished by the Contractor. Buyer shall notify the Contractor within thirty (30) days of the receipt of any written claim, loss, or demand for which the Contractor is responsible under this provision.

The provisions of this Section shall survive the termination or expiration of this Agreement.

12. Termination

A. 12.1 Client, by written notice, shall have the right to terminate this Agreement, in whole or in part, for any reason and at any time.

After receiving notice of such termination, Contractor shall:

1. Stop the work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of this Agreement, if any, as specified in the termination notice), and terminate all subcontracts to the extent they relate to terminated work ;
2. Deliver to Client in their then current state and condition all Client property, drawings, reports and other documents in Contractor's possession relating to the work;
3. Promptly take all other measures required to affect the orderly close out of Contractor's engagement (including the prompt and full settlement of all outstanding claims), and comply with the directions of Client in this regard.

12.2 Either Party may terminate this Agreement for the other Party's failure to meet any material obligation hereunder if the defaulting Party has failed to take corrective action within fifteen (15) days (or such longer period as specified in the notice of termination) of its receipt of written notification of the default, which corrective action has a substantial likelihood of effecting a cure within a reasonable period thereafter. If Client terminates the Agreement for default by Contractor, Client will pay Contractor for products and materials Client accepted earlier.

12.3 No cost incurred after the effective date of termination shall be treated as a reimbursable cost unless incurred with the express consent of Client.

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12.4 Client shall pay all amounts due and payable to Contractor at the time of termination for all the work that was done up and until this contract is terminated.

13. Notices

All notices, requests, directions or other communications hereunder be in writing and deemed to have been duly given when delivered in person or within three (3) business days after being deposited with the United States Postal Service for delivery by certified or registered mail, postage pre-paid and return receipt requested, to the address of the respective party below:

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A. If to CLIENT:

Town of Addison
4799 Airport Parkway,
Addison, TX 75001-3321
Attn: Hamid Khaleghipour

B. If to CONTRACTOR:

EyeVR Solutions,
8175 Limonite Avenue
Suite A5
Riverside, CA 92509
Attn: Jim Hood

14. Hiring Restriction.

Client and Contractor each acknowledge that their employees and contractors are valuable assets of their respective organizations. Accordingly Contractor and Client agrees not to solicit for hire their respective employees or contractor's employees without the Contractor's or Client's (as the case may be) prior written consent. This restriction will be applicable for the duration of this contract and for a period of one (1) year after the termination of this Agreement.

15. Trademark Use.

Nothing contained in this Agreement shall be construed to confer any right to use in any manner any name, trade name, trademark, or other designator of either Party without the express written consent of such Party. Other than listing Client as a customer in general marketing literature, Contractor shall not refer to Client in promotion or publications without Client's prior written consent.

16. Subcontracting.

Subcontracting by Contractor shall be permitted under this Agreement subject to the following requirements and conditions: (i) for the purposes of this section, the term subcontracting means delegating the work required or permitted under this Agreement to any person or third party not employed by Contractor; (ii) all proposed subcontractors shall be identified to Client by submitting the information to Client in writing; (iii) no subcontractors are authorized under this Agreement until approved in writing by Client; (iv) Contractor shall be responsible for insuring that all subcontractors conform to and comply with all of the Contractor requirements of this Agreement and the failure of a subcontractor to do so shall be considered a breach of this Agreement by Contractor; (v) payment of fees pursuant to this Agreement shall be made to Contractor and Contractor shall be solely responsible for compensating subcontractors.

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During the term of this Agreement and for a period ending one (1) year after completion of this Agreement, Client agrees that Client shall not contact the sub-contractor directly with out the prior written consent of the Contractor.

17. Warranty.

17.1 Contractor warrants and represents that its services and work will be provided in a professional, good and workman-like manner, consistent with the commercially accepted best practices and standards that are in use in Contractor 's line of business as of the time such services and work are provided. Contractor covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Contractor is informed of same. Contractor warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the RFP and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers.

17.2 Contractor warrants each component (work product) of the Project, including Contractor's service and work, and that each work project will perform in accordance with the specifications applicable thereto, for the period of time for each respective work product as set forth in the Exhibits attached hereto and incorporated herein.

17.3 Contractor represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the items to be delivered by Contractor hereunder.

17.4 Contractor represents and warrants that Contractor is the owner of and/or has the right to grant a license to use the software described in this Agreement, free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret or other proprietary rights.

17.5 In connection with the Project and upon final acceptance of the Project by Client, Contractor shall assign to Client all benefits of the manufacturer's warranty on any third-party products used in connection with the Project, or any other guarantee, which may apply to any such products. The third party warranties shall begin upon final acceptance of the Project by Client. In addition, Vendor represents that (i) such third party products shall be of satisfactory quality and fit for any purpose held out by Contractor and its subcontractors, (ii) that such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Contractor and its subcontractors, and (iii) that such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

17.6 Contractor represents and warrants that there are no actual or threatened suits or claims pending that involve Contractor's right to grant a license to use any software in connection with the Project, to perform its services as described herein, or that would otherwise affect Contractor's performance under this Agreement.

17.7 Contractor represents and warrants that Client shall quietly and peacefully possess all software, computer hardware, and materials provided under the provisions of this Agreement, and Client's right of quiet enjoyment and use and possession of such software, hardware, and

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other materials will not be interrupted or otherwise disturbed by Contractor, its officers, directors, employees, agents, successors, assigns, subcontractors, or any person, firm or entity asserting a claim under or through Contractor.

17.8 Contractor represents and warrants that the Project and each part thereof (including each work product) will comply with all applicable federal, state, and other applicable government requirements.

17.9 Contractor represents and warrants that all documentation and materials provided to the Client in connection with the Project is substantially complete and accurate.

17.10 Contractor represents and warrants that any support and other services that Contractor provides to Client under this Agreement, directly or through its subcontractors, shall be provided by personnel who are trained and skilled in the provision of such services consistent with commercially accepted best practices.

18. Limitation of Liability.

18.1 Limitation Of Liability: Contractor's liability to Client for damages (regardless of the form of action, whether in contract, tort, warranty or otherwise) shall in no event exceed five times the amount of compensation to be paid to Contractor set forth in this Agreement.

18.2 Disclaimer Of Damages: To the extent permitted by law, neither party is liable for any consequential, incidental, indirect, economic or punitive damages incurred by the other party and arising out of or relating to this Agreement, even if the other party has been advised that such damages are possible and whether based in contract, tort or otherwise.

19. Assignment.

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor has no authority or power to and shall not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Client, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void and shall be cause for the City to immediately terminate this Agreement.

20. Miscellaneous.

20.1 Venue; Application of Law. In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. Contractor and Client agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the Parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

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20.2 Entire Agreement and Modification. This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.

20.3 Enforceability; Survival. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between Contractor and Client shall survive completion of the services hereunder and the cancellation, expiration, or termination of this Agreement.

20.4 Authority. Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties. Each Party hereby represents, covenants, and warrants that as of the date of this Agreement it is duly organized, validly existing, authorized to do business and in good standing in all applicable governmental jurisdictions in which the failure to so qualify would have a materially adverse effect on such Party's ability to perform its obligations hereunder.

20.5 For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

20.6 The above and foregoing premises to this Agreement are true and correct and are incorporated into and made a part of this Agreement.

20.7 Time is of the essence of this Agreement and in each provision contained in it. Each provision of this Agreement is agreed by the Parties to be a material, necessary and essential part of this Agreement.

20.8 Except as otherwise provided herein, this Agreement and each of its provisions is solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

20.9 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise.

Contractor

EyeVR Solutions

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By: _____
Jim Hood

Client

The Town of Addison

By: _____
Name: _____
Title: _____

Exhibit A: Statement of work for IVR application.

Introduction:

THE IVR E-COURT SOLUTION WILL EXPAND AND UPGRADE THE CURRENT ADDISON IVR SYSTEM TO INCLUDE THE SPANISH LANGUAGE, CHECK, AND CREDIT CARD PAYMENT PROCESSING. THIS UPGRADE WILL CONTINUE TO READ FROM THE CURRENT STATIC CSV DATA ON THE LOCAL IVR PC, WHILE THE NEW PAYMENT PROCESSING COMPONENT WILL BE MADE DYNAMICALLY VIA THE XML MODULE PROVIDED BY THE COURTHOUSE SYSTEM (ATTACHMENT "D") FOR UPLOADING/DOWNLOADING INFORMATION FROM THE COURTHOUSE DATABASE TO IVR DATABASE AND VISE-VERSA. AS A CUSTOMARY PROCESS OF DEVELOPMENT, EYEVR WILL CREATE A REPLICA E-COURT IVR DEMO ON THEIR LOCAL SERVER AND PROVIDE TELEPHONE ACCESS FOR THE PURPOSES OF REVIEW AND APPROVAL.

Stipulation

This is a multi vendor agreement whereby EyeVR Solutions is solely responsible for the IVR implementation and is referred to generically as the Contractor.

Hardware

| | |
|----------------------------|---|
| ACS II IVR E-Court Upgrade | <ul style="list-style-type: none">➤ Amanda Portal Voice OS Upgrade w/SR w/TTS w/English & Spanish➤ 2+ Gigahertz 100 base T PC Cabinet w/ mirrored drives w/ Widows XP Professional w/ PC Anywhere remote software➤ Intel Dialogic D41JCT 4 port speech & voice card➤ Lumenvox English & Spanish Speech Recognition➤ BrightSpeech English & Spanish Text to Speech |
|----------------------------|---|

Solution Overview:

Contractor will plan, design, and implement e-court IVR solution. During the planning stage, Contractor will assign an account manager to the project and work with a Client administrative

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contact in order to co-determine scheduling, milestones, technical contacts and procedures, and overall goals.

Implementation Process:

During the design stage a complete design specification will be written by Contractor with assistance from Client technical contact in order to define or re-define the application's functionality, behavior, and required interfaces. Contractor will build and test the solution based on the agreed upon specification during the implementation phase. The transition to the management/maintenance stage signals the completion of the application as specified and the start of outsourced operations management of the application and its underlying infrastructure.

Maintenance and Support:

Annual contract: There is an active agreement already in place for the current ACSI system and it will automatically flow to and cover the new ACSII, when the ACSI is replaced as a process of this upgrade. The annual cost of the contract is \$2,850.

Incidence based Support: An hourly charge of \$150/hr will be charged

Implementation Roles and Schedule:

Schedule of Deliverables

Approximately 12 weeks is estimated from contract signing to production deployment.

Roles and Responsibilities:

The Contractor will assign an Account Manager and will assemble a full Technical Team to work with Client during set-up, implementation, and training.

Client will assign a Business Lead to approve deliverables as they are completed and a Technical Lead to assist with hosting the application Client will be responsible for approval and implementation and setup of database and data access.

Assumptions:

The new ACSII IVR equipment will not require onsite installation; the shipped unit will simply replace the current ACSI IVR platform. The balance of any additional configuration or programming changes can be made using remote software.

The Client is responsible for all costs associated with their merchant account, including interfacing and use fees.

Note:

Timely completion of this project is heavily dependent on prompt response from the client on all clarifications raised by the contractor. In case the requested response is delayed, the same will result in delayed completion of the project.

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EXHIBIT B: PRICE

TOTAL PRICE: **\$28,920.00**

50% is due upon initiation of project.

Balance 50% will be due upon installation, setup of the system and final acceptance by the Client.

XML Module

Attachment “D”

Technical Specification

Version: 1.6.2
Author: Sarah Bross
Date Issued: 04/03/2003

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Sarah Bross _____ / / _____

DOCUMENT PURPOSE

This document provides technical specifications for modifications to Court Specialists' CourtHouse™ system to accommodate transferring data between the CSI application and other applications in an XML format. These specifications address the CSI Document Interchange Service (DIS), the Control Set Synchronization Component (CSSC), and the Warrant Inquiry Component (WIC) of the above referenced requirements specifications. The information herein is intended to provide enough detail so that those responsible for signing-off on the document are satisfied that the modified software will meet the aforementioned functional requirements.

FUNCTIONAL OVERVIEW

The functional requirement is to provide developers the ability to freely exchange data between the CSI application and other applications. Specifically this module will allow external applications to submit citation and payment information to the CSI application for entry into the application. It will also allow other applications to request and retrieve citation and warrant information from the application.

DESIGN OVERVIEW

Essentially, a Processor job will be created to monitor a directory for incoming data or requests and process these data and requests as they are received. Additional functions will be created within the CSI system to process and complete the transactions as they are received.

FUNCTIONAL PROCESS SOLUTIONS

PROCESSOR

Processor Functionality

A "background" process will be created which will run off of a designated workstation (this workstation will need to have appropriate connections and licenses). A screen will be created for starting and stopping the process. This screen will have the following buttons:

| | |
|---------------|--|
| Start: | To start the processor. |
| View: | To view error logs. |
| setUp: | To define the parameters for the program (these parameters are stored in CS01/02). |
| sTop: | To stop the processor. |
| eXit: | To exit this screen and return to the previous menu. |

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This process will monitor the *input directory* from setup for files. File names should begin with the letters "WI" for warrant inquiries or a letter "D" for data files. The rest of the file name should be some date time designation to create a unique file name with an .xml extension. Warrant files will ALWAYS be processed prior to data files. If any files are found it will read the file, locate the first record and process according to record type, continue processing records until EOF, copy the file to a "completed" directory (based on file keeping parameters in setup – if 0 then skip the copy), and delete the file. The process will then read the next file, etc., until all files are processed.

If an error is encountered while processing records follow the error procedures detailed in each of the functions. This includes an ERR# which will be system assigned sequential number for identification and troubleshooting.

At startup, this process will complete any DAILY PROCESSES. Also, at 12:01 am the process, if running, will execute DAILY PROCESSES (to ensure that if this is left running all the time, the DAILY PROCESSES are executed).

Daily Processes

Daily Processes will consist of the following:

- Close yesterday's error log (if not already closed).
- Create or open today's error log.
- Based on Setup, delete any error logs older than # of days to keep.
- Write line to error log, "# old error logs deleted."
- Based on setup, delete any saved files older than # of days to keep.
- Write line to error log, "# old files deleted."
- Write line to error log, "Daily Processes complete, Begin monitoring."

CSI DOCUMENT INTERCHANGE SERVICE (DIS)

Each of these functions details how to process identified records from the XML input file. Included in the specifications for each function is the portion of the XML DTD which relates to that record type and function. These DTD portions have been formatted for easier readability. Following the DTD portions are tables defining relevant data types and restrictions.

Add Citation Functionality

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to parse an incoming XML data file and create a new citation in the Court system based on the data contained in the file.

This function will process a record of type ADD as follows:

If a defendant name and DOB is sent then process as a Non-Parking ticket and perform an mcll search.

- Validate required fields, violation, and officer information.
- Query mcll for a matching record using the following rules:
 - mcc_cat = "X"
 - Check DL #, if match then use.
 - Check SS#, if match then use.
 - If last name matches and DOB matches then use.

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If there is a match - Update mc11 record with current information (address, etc).
If no match – Create new mc11 record with current information and *User Name* from setup.
Assign person_id to a variable for further processing.

If there is no defendant name then process as a parking ticket with person_id =0.

Select next available cause # and update mc90 cause # field.
Enter record into mc02 with person-id and cause # from above.
Assign next volume and page number.
Based on violation, perform calculations and update mc02 cost fields and balance due.
Update witness table with officer information from citation and update mc02 cost fields and balance due.
Enter the vehicle information in the form of MAKE MODEL YEAR in the mc02.make field.
Enter any FACTORS information.
Enter any FACTS information into mc07 in the appropriate manner.
Enter RACIAL PROFILING information.
If Vehicle Database updating is turned on then update the vehicle database.
Check for automatic flag entries and enter if appropriate (complaint flag, docket flag).
Enter Due Date into mc21 and in the Case status field (init_disposition) of mc02 with calculated date from CS01/02 parameters.
If Juvenile schedule on next available default juvenile docket and print notices.
If multiple violations then duplicate this record and link to create a new record with all of the same information except the new violation and new cause number.
Continue until all violations for this record have been entered.

8/30/2002 – Moved ticket field (which was originally an attribute to citation) to the offense element. This change was requested because some cities may issue separate ticket numbers for each violation. When processing, any records that are submitted within a single citation record should be linked together as occurring at a single stop. Racial profiling information for all of these tickets will also be linked. If a city is entering multiple violations for a single ticket then this option is still available.

9/13/2002 – If a signature filename and its path are specified as a part of the add citation data, then save the signature file in the Signature Directory from setup and write information to the new mc02_images table. Signature information will include the cause number, path to signature file, and filename, along with an image_type of “SIG”. If one signature is associated with multiple cause numbers (because of linked citations) then a record for each cause will be added to the mc02_images table with each of these records pointing to the same path and filename.

On error write error to log file DATE, TIME, ERR#, “Unable to process record (error information).”
Save record as ERR#.dat file in the Error Directory from setup.
If no errors then write to log file DATE, TIME, “Process completed, Cause # [mc02.docket] entered.”
Call Export Updates function to create an export record for this citation.

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```
<!ELEMENT ADD (citation+)>
  <!ELEMENT citation (defendant?, vehicle?, racial_profile?, offense+, signature?)>
    <!ELEMENT defendant (name, dob, race, sex, hair_color?, eye_color?, height?, weight?, ssn?,
      def_address?, def_dl?, employment?)>
      <!ELEMENT name (#PCDATA)>
      <!ELEMENT dob (#PCDATA)>
      <!ELEMENT race (#PCDATA)>
      <!ELEMENT sex (#PCDATA)>
      <!ELEMENT hair_color (#PCDATA)>
      <!ELEMENT eye_color (#PCDATA)>
      <!ELEMENT height (#PCDATA)>
      <!ELEMENT weight (#PCDATA)>
      <!ELEMENT ssn (#PCDATA)>
      <!ELEMENT def_address (address1?, address2?, city?, state?, zip?, phone?)>
        <!ELEMENT address1 (#PCDATA)>
        <!ELEMENT address2 (#PCDATA)>
        <!ELEMENT city (#PCDATA)>
        <!ELEMENT state (#PCDATA)>
        <!ELEMENT zip (#PCDATA)>
        <!ELEMENT phone (#PCDATA)>
      <!ELEMENT def_dl (dl_type?, dl_state?, dl_number?, dl_expire?)>
        <!ELEMENT dl_type (#PCDATA)>
        <!ELEMENT dl_state (#PCDATA)>
        <!ELEMENT dl_number (#PCDATA)>
        <!ELEMENT dl_expire (#PCDATA)>
      <!ELEMENT employment (occupation?, employer?, empl_addr?, empl_phone?)>
        <!ELEMENT occupation (#PCDATA)>
        <!ELEMENT employer (#PCDATA)>
        <!ELEMENT empl_addr (#PCDATA)>
        <!ELEMENT empl_phone (#PCDATA)>
    <!ELEMENT vehicle (plate_year?, plate_state?, plate_number?, plate_expire?, vehicle_year?,
      vehicle_make?, vehicle_model?, vehicle_color?, vin?)>
      <!ELEMENT plate_year (#PCDATA)>
      <!ELEMENT plate_state (#PCDATA)>
      <!ELEMENT plate_number (#PCDATA)>
      <!ELEMENT plate_expire (#PCDATA)>
      <!ELEMENT vehicle_year (#PCDATA)>
      <!ELEMENT vehicle_make (#PCDATA)>
      <!ELEMENT vehicle_model (#PCDATA)>
      <!ELEMENT vehicle_color (#PCDATA)>
      <!ELEMENT vin (#PCDATA)>
    <!ELEMENT racial_profile (search, consent, contraband?, probable_cause?, pc_facts?,
      addl_charges?, ist_charges?)>
      <!ELEMENT search (#PCDATA)>
      <!ELEMENT consent (#PCDATA)>
      <!ELEMENT contraband (#PCDATA)>
      <!ELEMENT probable_cause (#PCDATA)>
      <!ELEMENT pc_facts (#PCDATA)>
      <!ELEMENT addl_charges (#PCDATA)>
      <!ELEMENT list_charges (#PCDATA)>
    <!ELEMENT offense (ticket, off_date, off_time, off_location, common_name?, meter?, collision?,
      school_crossing?, cdl?, cmv?, placarded?, badgel?, badge2?, construction?, charges+)>
      <!ELEMENT ticket (#PCDATA)>
      <!ELEMENT off_date (#PCDATA)>
      <!ELEMENT off_time (#PCDATA)>
```

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```

<!ELEMENT off_location (#PCDATA)>
<!ELEMENT common_name (#PCDATA)>
<!ELEMENT meter (#PCDATA)>
<!ELEMENT collision (#PCDATA)>
<!ELEMENT school_crossing (#PCDATA)>
<!ELEMENT cdl (#PCDATA)>
<!ELEMENT cmv (#PCDATA)>
<!ELEMENT placarded (#PCDATA)>
<!ELEMENT badge1 (#PCDATA)>
<!ELEMENT badge2 (#PCDATA)>
<!ELEMENT construction (#PCDATA)>
<!ELEMENT charges (charge_code, allg_speed?, limit?, radar?, remarks?, facts1?, facts2?,
facts3?, facts4?, facts5?)>
    <!ELEMENT charge_code (#PCDATA)>
    <!ELEMENT allg_speed (#PCDATA)>
    <!ELEMENT limit (#PCDATA)>
    <!ELEMENT radar (#PCDATA)>
    <!ELEMENT remarks (#PCDATA)>
    <!ELEMENT facts1 (#PCDATA)>
    <!ELEMENT facts2 (#PCDATA)>
    <!ELEMENT facts3 (#PCDATA)>
    <!ELEMENT facts4 (#PCDATA)>
    <!ELEMENT facts5 (#PCDATA)>
<!ELEMENT signature (filename, path)>
    <!ELEMENT filename (#PCDATA)>
    <!ELEMENT path (#PCDATA)>

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|------------|----------------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| race | mc02.race | CHAR(1) W B A I H (blank) |
| sex | mc02.sex | CHAR(1) M F |
| hair_color | mc02.hair_color | CHAR(3) |
| eye_color | mc02.eye_color | CHAR(3) |
| height | mc02.height | SMALLINT format: HII (h=height, I=inches) |
| weight | mc02.weight | SMALLINT max length 3 digits |
| ssn | mc02.social_security | INTEGER max length 9 digits |
| address1 | mc02.address | CHAR(30) |
| address2 | mc02.address2 | CHAR(30) |
| city | mc02.city | CHAR(30) |
| state | mc02.c_state | CHAR(2) |
| zip | mc02.c_zip | CHAR(10) |
| phone | mc02.phone | CHAR(12) format: ###-###-#### |
| dl_type | mc02.dl_type | CHAR(1) |
| dl_state | mc02.dl_state | CHAR(2) |

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| | | |
|-----------------|----------------------|--|
| dl_number | mc02.dr_license | CHAR(20) |
| dl_expire | mc02.dl_expire | SMALLINT format: YYYY |
| occupation | mc02.occupation | CHAR(15) |
| employer | mc02.company_name | CHAR(20) |
| empl_addr | mc02.company_address | CHAR(20) |
| empl_phone | mc02.company_phone | CHAR(12) format: ###-###-#### |
| plate_year | mc02.veh_lic_year | SMALLINT format: YYYY |
| plate_state | mc02.veh_lic_state | CHAR(2) |
| plate_number | mc02.license | CHAR(12) |
| plate_expire | mc02.tag_expire | INTEGER 4 numeric digits (MMYY or YYYY) |
| vehicle_year | -- | see function description |
| vehicle_make | mc02.make | CHAR(15) |
| vehicle_model | -- | see function description |
| vehicle_color | mc02.co_lor | CHAR(8) |
| vin | mc02.vin | CHAR(20) |
| search | profile.search | CHAR(1) Y N |
| consent | profile.consent | CHAR(1) Y N |
| contraband | profile.contraband | CHAR(100) |
| probable_cause | profile.prob_cause | CHAR(1) Y N |
| pc_facts | profile.pc_facts | CHAR(100) |
| addl_charges | profile.addl_charge | CHAR(1) Y N |
| list_charges | profile.charges | CHAR(100) |
| ticket | mc02.ticket | CHAR(8) |
| off_date | mc02.arr_date | DATE |
| off_time | mc02.arr_time | SMALLINT format: HHMM (military time) |
| off_location | mc02.laddr | CHAR(225) |
| common_name | mc02.comm_name | CHAR(30) |
| meter | mc02.meter | CHAR(8) |
| collision | mc02.collision | CHAR(1) Y N |
| school_crossing | mc02.school_zone | CHAR(1) Y N |
| cdl | mc02.comm_dr_lic | CHAR(1) Y N |
| cmv | mc02.comm_mtr_veh | CHAR(1) Y N |
| placarded | mc02.placarded | CHAR(1) Y N |
| badge1 | mc02.officer_1 | CHAR(5) (from updated_officers) |
| badge2 | mc02.officer_2 | CHAR(5) (from updated_officers) |
| construction | mc02.surrendered_dl | CHAR(1) Y N |

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| | | |
|-------------|----------------------|---------------------------------------|
| charge_code | mc02.arrest | CHAR(12) (from updated_violations) |
| allg_speed | mc02.allg_speed | SMALLINT max length 3 digits |
| limit | mc02.post_speed | SMALLINT max length 3 digits |
| radar | mc09.radar | CHAR(1) Y N |
| remarks | mc02.remarks | CHAR(20) |
| facts1 | mc07.notes | see function description |
| facts2 | mc07.notes | see function description |
| facts3 | mc07.notes | see function description |
| facts4 | mc07.notes | see function description |
| facts5 | mc07.notes | see function description |
| filename | mc02_images.filename | CHAR(64) |
| path | mc02_images.path | CHAR(32) |

Add Payments Functionality

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to parse an incoming XML data file and create a new payment record for an existing citation in the Court system based on the data contained in the file.

This function will monitor for a record of type PAY and will process it as follows:

Validate required fields, payment method code, and cause #.

Validate that an electronic payment can be accepted for this case. (City will not accept payments for juveniles or for cases in warrant/capias status)

Validate that the amount paid equals the amount owed. (City will not accept partial or overpayments electronically).

It is suggested that the receipt number be assigned by the CSI system at the time the payment is entered and that a “web” receipt number or confirmation number be included in the file in the pay_remarks field. This field should also be used for credit card confirmation numbers. If the City chooses to have the receipt numbers assigned by the “web” system and sent to the CSI system, a valid numbering scheme will need to be determined.

Create mc04 payment record with the current information and *user name* (for clerk and tran_user) from setup. Payment date should be processed from the date in the record. Transaction date and time should be the time it is processed. Transaction type will come from *Payment Trancode* in setup.

Spread payment following standard spread rules.

Copy mc02 record to mc02a with *user name* from setup and a date/time of processing. Update the mc02 record to reflect the new balance due, plea information (if not sent in payment file then plea should default to “O” for no contest).

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If balance due = 0 then apply the default final disposition code from setup (on both the citation and in history). May need 2 final disposition codes for “Final Paid Electronically” and “Final Paid Electronically – Prior Verdict”

On error write error to log file DATE, TIME, ERR#, “Unable to process record (error information).”

Save record as ERR#.dat file in the Error Directory from setup.

If no errors then write to log file DATE, TIME, “Process completed, Cause # [mc02.docket] updated.”

Call Export Updates function to create an export record for this citation.

```
<ELEMENT PAY (payment_record+)>
  <ELEMENT payment_record (pay_date, pay_amount, pay_method, plea, pay_remarks?)>
    <ATTLIST payment_record DOCKET CDATA #REQUIRED>
      <ELEMENT pay_date (#PCDATA)>
      <ELEMENT pay_amount (#PCDATA)>
      <ELEMENT pay_method (#PCDATA)>
      <ELEMENT plea (#PCDATA)>
      <ELEMENT pay_remarks (#PCDATA)>
```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-------------|-----------------|---------------------------------|
| DOCKET | mc04.c_docket | INTEGER max length 10 digits |
| pay_date | mc04.paydate | DATE format: MM/DD/YYYY |
| pay_amount | mc04.payamt | MONEY(16,2) |
| pay_method | mc04.pay_method | CHAR(3) |
| plea | mc02.plea | CHAR(1) |
| pay_remarks | mc04.remarks | CHAR(60) |

Export Updates for Data Synchronization

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to export an XML data file with updated citation information from the Court system.

Create a CS01/02 setting called *Export Updates* to turn this functionality on/off.

If this functionality is turned on then any process that creates or updates an mc02 record should create an output file in the *Output directory* to be picked up by the external system for the purpose of updating a secondary database to be used for web processes.

The output file will have a filename starting with the letters UPD and followed by some date time designation to create a unique file name with an .xml extension.

```
<!-- Begin update_citations.dtd -->
<ELEMENT record (def_info, vehicle_info?, viol_info, fine_info, court_info, disposition?, warrant_info?)>
<ATTLIST record CAUSE CDATA #REQUIRED>
<ATTLIST record TICKET CDATA #REQUIRED>
<ATTLIST record PERSON_ID CDATA #REQUIRED>
```

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```

<ELEMENT def_info (name, addr1?, addr2?, city?, state?, zip?, dob, race, sex, ssn?, dl_state?, dl_number?)>
  <ELEMENT name (#PCDATA)>
  <ELEMENT addr1 (#PCDATA)>
  <ELEMENT addr2 (#PCDATA)>
  <ELEMENT city (#PCDATA)>
  <ELEMENT state (#PCDATA)>
  <ELEMENT zip (#PCDATA)>
  <ELEMENT dob (#PCDATA)>
  <ELEMENT race (#PCDATA)>
  <ELEMENT sex (#PCDATA)>
  <ELEMENT ssn (#PCDATA)>
  <ELEMENT dl_state (#PCDATA)>
  <ELEMENT dl_number (#PCDATA)>
<ELEMENT vehicle_info (plate_year?, plate_state?, plate_number?)>
  <ELEMENT plate_year (#PCDATA)>
  <ELEMENT plate_state (#PCDATA)>
  <ELEMENT plate_number (#PCDATA)>
<ELEMENT viol_info (arrest_date, arrest_time, charge_code, charge_desc)>
  <ELEMENT arrest_date (#PCDATA)>
  <ELEMENT arrest_time (#PCDATA)>
  <ELEMENT charge_code (#PCDATA)>
  <ELEMENT charge_desc (#PCDATA)>
<ELEMENT fine_info (total_due, total_paid, balance_due)>
  <ELEMENT total_due (#PCDATA)>
  <ELEMENT total_paid (#PCDATA)>
  <ELEMENT balance_due (#PCDATA)>
<ELEMENT court_info (court_date, court_time?, court_type, court_room?)>
  <ELEMENT court_date (#PCDATA)>
  <ELEMENT court_time (#PCDATA)>
  <ELEMENT court_type (#PCDATA)>
  <ELEMENT court_room (#PCDATA)>
<ELEMENT disposition (plea?, plea_date?, verdict?, verdict_date?, case_status?, status_date?, final_disp?,
disp_date?, appealed?, appealed_date?)>
  <ELEMENT plea (#PCDATA)>
  <ELEMENT plea_date (#PCDATA)>
  <ELEMENT verdict (#PCDATA)>
  <ELEMENT verdict_date (#PCDATA)>
  <ELEMENT case_status (#PCDATA)>
  <ELEMENT status_date (#PCDATA)>
  <ELEMENT final_disp (#PCDATA)>
  <ELEMENT disp_date (#PCDATA)>
  <ELEMENT appealed (#PCDATA)>
  <ELEMENT appealed_date (#PCDATA)>
<ELEMENT warrant_info (warrant_date?, capias_date?)>
  <ELEMENT warrant_date (#PCDATA)>
  <ELEMENT capias_date (#PCDATA)>
<!-- End of update_citations.dtd -->

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-----------|-----------------|---------------------------------|
| CAUSE | mc02.docket | INTEGER max length 10 digits |
| TICKET | mc02.ticket | CHAR(8) |

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| | | |
|---------------|------------------------|---|
| PERSON_ID | mc02.person_id | INTEGER |
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| addr1 | mc02.address | CHAR(30) |
| addr2 | mc02.address2 | CHAR(30) |
| city | mc02.city | CHAR(30) |
| state | mc02.c_state | CHAR(2) |
| zip | mc02.c_zip | CHAR(10) |
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| race | mc02.race | CHAR(1) W B A I H (blank) |
| sex | mc02.sex | CHAR(1) M F |
| ssn | mc02.social_security | INTEGER max length 9 digits |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| plate_year | mc02.veh_lic_year | SMALLINT format: YYYY |
| plate_state | mc02.veh_lic_state | CHAR(2) |
| plate_number | mc02.license | CHAR(12) |
| arrest_date | mc02.arr_date | DATE format: MM/DD/YYYY |
| arrest_time | mc02.arr_time | SMALLINT |
| charge_code | mc02.arrest | CHAR(12) |
| charge_desc | mc05.title | CHAR(60) |
| total_due | mc02.total_charge | MONEY(8,2) |
| total_paid | mc02.amount_paid | MONEY(8,2) |
| balance_due | mc02.balance_due | MONEY(8,2) |
| court_date | mc02.next_court_date | DATE format: MM/DD/YYYY |
| court_time | mc02.next_court_time | SMALLINT |
| court_type | mc02.hearing | CHAR(3) |
| court_room | mc02.court_room | CHAR(2) |
| plea | mc02.plea | CHAR(1) G N C X O |
| plea_date | mc02.plea_date | DATE format: MM/DD/YYYY |
| verdict | mc02.verdict_code | CHAR(1) |
| verdict_date | mc02.verdict_date | DATE format: MM/DD/YYYY |
| case_status | mc02.init_disposition | CHAR(3) |
| status_date | mc02.init_disp_date | DATE format: MM/DD/YYYY |
| final_disp | mc02.final_disposition | CHAR(3) |
| disp_date | mc02.final_disp_date | DATE format: MM/DD/YYYY |
| appealed | mc02.appealed | CHAR(1) Y N |
| appealed_date | mc02.appealed_date | DATE format: MM/DD/YYYY |
| warrant_date | mc02.warrant_date | DATE format: MM/DD/YYYY |

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| | | |
|-------------|-------------|----------------------------|
| capias_date | mc02.capias | DATE format: MM/DD/YYYY |
|-------------|-------------|----------------------------|

Full Updates for Data Synchronization

This function is a piece of the CSI Document Interchange Service (DIS) referenced in the requirements specification. The purpose of this function is to export an XML data file with all citation information from the Court system. This functionality would only be used for initially loading the ancillary database or possibly for reloading at scheduled intervals to ensure data integrity.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

```
<ELEMENT export_all_citations EMPTY>
```

If an `export_all_citations` element is included in the XML file, then process as follows:

Create an XML export file of all citations in the CSI system formatted as described in the Export Updates (`updates.dtd`) section of this document.

Name this file `fullYYYYMMDD.xml`

Write this file to the *Output directory* from setup.

On error write error to log file DATE, TIME, ERR#, "Unable to export all citations (error information)."

If no errors then write to log file DATE, TIME, "Process completed, Citation List updated."

CONTROL SET SYNCHRONIZATION COMPONENT (CSSC)

Export Violations

This function is a piece of the Control Set Synchronization Component (CSSC) referenced in the requirements specification. The purpose of this function is to export an XML data file with the current violation information from the Court system for storage and use by the wireless devices.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

```
<ELEMENT EXPORT_VIOLATIONS EMPTY>
```

If an `export_violations` element is included in the XML file, then process as follows

Create an XML export file of all the current violation information.

Name this file `violYYYYMMDD.xml`

Write this file to the *Output directory* from setup.

The output file will contain the following information:

```
<!-- Begin updated_violations.dtd -->
<ELEMENT updated_violations (violation+)>
  <ELEMENT violation (viol_code, viol_desc, facts1?, facts2?, facts3?, facts4?, facts5?)>
```

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```

        <ELEMENT viol_code (#PCDATA)>
        <ELEMENT viol_desc (#PCDATA)>
        <ELEMENT facts_desc1 (#PCDATA)>
        <ELEMENT facts_desc2 (#PCDATA)>
        <ELEMENT facts_desc3 (#PCDATA)>
        <ELEMENT facts_desc4 (#PCDATA)>
        <ELEMENT facts_desc5 (#PCDATA)>
<!-- End of updated_violations.dtd -->

```

Create a violation record for each violation in the system where:

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-------------|--|--------------------------|
| viol_code | mc05.charge | CHAR(12) |
| viol_desc | mc05.title | CHAR(60) |
| facts_desc1 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "01" | CHAR(32) |
| facts_desc2 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "02" | CHAR(32) |
| facts_desc3 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "03" | CHAR(32) |
| facts_desc4 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "04" | CHAR(32) |
| facts_desc5 | cs02.code_desc where category_id = FACTS and code_id = mc05.code_07 + "05" | CHAR(32) |

On error write error to log file DATE, TIME, ERR#, "Unable to update Violations (error information)."

If no errors then write to log file DATE, TIME, "Process completed, Violation List updated."

Export Officers

This function is a piece of the Control Set Synchronization Component (CSSC) referenced in the requirements specification. The purpose of this function is to export an XML data file with the current officer information from the Court system for storage and use by the wireless devices.

To request an updated copy of the violation information from the CSI system, include the following element in a data file:

```
<ELEMENT EXPORT_OFFICERS EMPTY>
```

If an export_officers element is included in the XML file, then process as follows

Create an XML export file of all the current violation information.

Name this file ofcYYYYMMDD.xml

Write this file to the *Output directory* from setup.

The output file will contain the following information:

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```

<!-- Begin updated_officers.dtd -->
<ELEMENT updated_officers (officer+)>
  <ELEMENT officer (badge_number,officer_name,agency_code)>
    <ELEMENT badge_number (#PCDATA)>
    <ELEMENT officer_name (#PCDATA)>
    <ELEMENT agency_code (#PCDATA)>
<!-- End of updated_officers.dtd -->

```

Create an officer record for each officer in the system (mcll.mcc_cat = "O") where:

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|--------------|--------------------|---|
| badge_number | mcll.officer_badge | CHAR(5) |
| officer_name | mcll.officer_name | CHAR(40) format: last suffix, first middle |
| agency_code | mcll.mcc_agency | CHAR(3) |

On error write error to log file DATE, TIME, "Unable to update Officers (error information)."
If no errors then write to log file DATE, TIME, "Process completed, Officer List updated."

WARRANT INQUIRY COMPONENT (WIC)

Warrant Inquiries

When a file of type "WI" is detected by the processor, the file should be opened and read for warrant inquiry requests. The format for these requests is:

```

<!-- Begin warrant_inquiry.dtd -->
<ELEMENT WARRANT_INQUIRY (inquire+)>
  <ELEMENT inquire (person+)>
    <ELEMENT person (name?, dob?, dl_state?, dl_number?, ssn?)>
      <ELEMENT name (#PCDATA)>
      <ELEMENT dob (#PCDATA)>
      <ELEMENT dl_state (#PCDATA)>
      <ELEMENT dl_number (#PCDATA)>
      <ELEMENT ssn (#PCDATA)>
<!-- End of warrant_inquiry.dtd -->

```

When these requests are received, each record in the file should be processed into a single output file and returned. Process as follows:

Validate the incoming information.

Query mc02 for cases matching the criteria which are on warrant or capias status. Returns should include any cases with a matching DL#, SS#, or name and DOB.

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-----------|-----------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |

EyeVR Solutions

12:15 PM 04-30-2004

| | | |
|-----------|----------------------|--------------------------------|
| dob | mc02.birthdate | DATE format: MM/DD/YYYY |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| ssn | mc02.social_security | INTEGER max length 9 digits |

Warrant Returns

Warrant returns will include the warrant or capias date in war_date and will return the letter “W” or “C” in the war_type field based on which date is used.

Create a file for returning the information found. This file should be named the same as the originating inquiry file with the initial “WI” for warrant inquiry replaced with a “WR” for warrant returns. After creating the file, move it to the *Output Directory* from setup.

On error write error to log file DATE, TIME, ERR#, “Unable to process warrant inquiry (error information).”

Save record as ERR#.dat file in the Error Directory from setup.

If no errors then write to log file DATE, TIME, “Process completed for [file name].”

The output file should be formatted:

```

<!-- Begin warrant_returns.dtd -->
<!-- Version 1.0 -->
<?xml version="1.0" encoding="UTF-8"?>
<ELEMENT RETURN (warrant+)>
<ELEMENT warrant (name, dob, dl_state?, dl_number?, ssn?, race, sex, height?, weight?, eye_color?, hair_color?,
ticket, viol_code, viol_desc, war_date, war_type, bal_due)>
    <ELEMENT name (#PCDATA)>
    <ELEMENT dob (#PCDATA)>
    <ELEMENT dl_state (#PCDATA)>
    <ELEMENT dl_number (#PCDATA)>
    <ELEMENT ssn (#PCDATA)>
    <ELEMENT race (#PCDATA)>
    <ELEMENT sex (#PCDATA)>
    <ELEMENT height (#PCDATA)>
    <ELEMENT weight (#PCDATA)>
    <ELEMENT eye_color (#PCDATA)>
    <ELEMENT hair_color (#PCDATA)>
    <ELEMENT ticket (#PCDATA)>
    <ELEMENT viol_code (#PCDATA)>
    <ELEMENT viol_desc (#PCDATA)>
    <ELEMENT war_date (#PCDATA)>
    <ELEMENT war_type (#PCDATA)>
    <ELEMENT bal_due (#PCDATA)>
<!-- End of warrant_returns.dtd -->

```

| XML FIELD | CSI TABLE.FIELD | DATA TYPE & RESTRICTIONS |
|-----------|-----------------|---|
| name | mc02.na_me | CHAR(40) format: last suffix, first middle |
| dob | mc02.birthdate | DATE |

EyeVR Solutions

12:15 PM 04-30-2004

| | | |
|------------|-------------------------------------|--------------------------------|
| | | format: MM/DD/YYYY |
| dl_state | mc02.dl_state | CHAR(2) |
| dl_number | mc02.dr_license | CHAR(20) |
| ssn | mc02.social_security | INTEGER max length 9 digits |
| race | mc02.race | CHAR(1) |
| sex | mc02.sex | CHAR(1) |
| height | mc02.height | SMALLINT |
| weight | mc02.weight | SMALLINT |
| eye_color | mc02.eye_color | CHAR(3) |
| hair_color | mc02.hair_color | CHAR(3) |
| ticket | mc02.ticket | CHAR(8) |
| viol_code | mc02.arrest | CHAR(12) |
| viol_desc | mc05.title | CHAR(60) |
| war_date | mc02.warrant_date OR mc02.capias | DATE format: MM/DD/YYYY |
| war_type | calculated from war_date | W C |
| bal_due | mc02.balance_due | MONEY(8,2) |

BATCH OUTPUTS

No changes are required to existing batch outputs.

DATABASE CHANGES

Additional fields will be added in the CS01 and CS02 tables for the client modifiable Processor and program parameters. These parameters will include:

- Input Directory
- Output Directory
- Completed Directory
- Error Directory
- Log Files Directory
- #of days old error logs to keep
- # of days old messages to keep.
- User Name (for citation and payment entries)
- Payment Trancode (for payment entries)
- Export Updates? (to turn on/off the export of all entries and modifications)
- Signature Directory

New Table:

Mc02_images

Fields:

| | |
|------------|----------|
| Cause | Integer |
| Image_type | Char(5) |
| Image_path | Char(64) |

EyeVR Solutions

12:15 PM 04-30-2004

Filename

Char(32)

REQUIRED DATA

It is recommended that CSI personnel meet with City's personnel and other vendors associated with this project to verify that all the necessary data elements are being handled in a manner consistent with City's policies and procedures. This meeting should take place prior to final acceptance of these specifications.

NOTES

Complete Document Type Definition (DTD) files are attached.

The input XML files (WI and D files) should not contain the pipe "|" character.

Council Agenda Item: #R11

SUMMARY:

The Addison Fire Department was awarded an Assistance to Firefighters Grant from the Department of Homeland Security in an amount of \$232,074. Part of this grant authorized the Fire Department to upgrade our existing self-contained breathing apparatus to current standards. This grant has a 10% local match. Since we will be upgrading our existing Scott Brand breathing apparatus, Hoyt Breathing Air Products, Scott's local representative, will be the sole source contractor.

FINANCIAL IMPACT:

Budgeted Amount: \$49,632.00

Cost: \$49,495.20; Local match \$4,950.00

BACKGROUND:

In 2003, The Addison Fire Department submitted an Assistance to Firefighters Grant to the Department of Homeland Security in the amount of \$257,860.00. This grant application requested assistance in three areas. Areas included an upgrade of our existing breathing apparatus; additional aircraft rescue firefighting training and vehicle exhaust systems for both fire stations. We were awarded a grant for these three projects in an amount of \$232,074. This grant is a 90/10 grant. The Department of Homeland Security pays 90% of the cost and the Town of Addison pays a local 10% match. Regarding the upgrade of the self-contained breathing apparatus, the Town will pay the entire cost up front and then be reimbursed for 90% from the Department of Homeland Security.

RECOMMENDATION:

The Addison Fire Department recommends the award of a bid to Hoyt Breathing Air Products in the amount of \$49,495.20.



MEMORANDUM

TO: Mayor and Town Council

FROM: Noel Padden
Fire Chief

DATE: May 19, 2004

SUBJECT: Self-Contained Breathing Apparatus Upgrade

In 2003, the Addison Town Council authorized the Fire Department to solicit grant funds from the U. S. Department of Homeland Security. The U.S. Department of Homeland Security has an Assistance to Firefighters Grant Program funded in the amount of 750 million dollars. This is a competitive grant process from which local career and volunteer fire departments solicit funds. This grant program has a 10% local match for cities of our size. Larger cities are required to contribute a larger local match.

The Addison Fire Department prepared and solicited a grant for a total of \$257,860. Assistance in three areas was requested. They included:

- \$49,632.00 for upgrades to our existing self-contained breathing apparatus;
- \$109,178.00 for vehicle exhaust systems at both fire stations; and
- \$99,050.00 for aircraft rescue firefighting training.

In December, we were awarded a grant in the amount of \$257,860.00 (90% Federal share of \$232,074.00) that will fund these three assistance areas.

The Addison Fire Department utilizes Scott Brand (a subsidiary of Tyco International) self-contained breathing apparatus. A majority of fire departments that we respond with utilize Scott breathing apparatus. Scott Brand products are distributed nationwide through a system of vendor representatives. The vendor representative for the central/northern Texas region is Hoyt Breathing Air

Mayor and Town Council
May 19, 2004
Page Two

Products. Scott Brand products are only available through these representatives. As a result, competitive bidding for these upgrades is not possible. We have been pleased with the Scott Brand breathing apparatus and have a good working relationship with Hoyt Breathing Air Products.

The self-contained breathing apparatus upgrades will include new gauges, rapid intervention team connections, voice amplifier, a heads-up display that monitors the amount of air in the cylinder and new back frames. This will result in our breathing apparatus meeting the current standards from the National Institute of Occupational, Safety and Health and the National Fire Protection Association.

Attachment

Mayor and Town Council
May 19, 2004
Page Three

P.O. Box 653
Quinlan, TX 75474
PH: 800-447-3385 FX: 903-447-3409

**Hoyt Breathing Air
Products**

Equipment Sales Service Leasing
Onsite Testing & Certification

Feel free to contact us at:
Hoyt Air.com or LHoyt4033@aol.com

Quote

To: Addison Fire Department FX: 972-450-7246
Attn: Thomas Graham
From: Pete L. Hoyt
Date: January 26, 2004
Inquiry #: NFPA Upgrades / Equipment

NFPA Upgrade:

| | |
|--|--------------------------|
| (10) ea Air Pak Fifty (includes HUD, RIC/UAC) | \$750.00ea = \$7500.00 |
| (14) ea Wire Frame (includes HUD, RIC/UAC, new backframe) | \$1809.00ea = \$25326.00 |
| (3) ea Rit Pak Upgrade (includes reducer, manifold, 6' hose) | \$ 385.00ea = \$1155.00 |
| (54) ea AV2000 Voice Amp | \$ 272.00ea = \$14688.00 |
| (54) ea AV2000 Voice Amp Bracket | \$ 15.30ea = \$826.20 |

Terms: Net 30 Delivery: FOB-Addison, TX

We appreciate the opportunity to quote on these needs for your department and look forward to your reply.

Council Agenda Item:

SUMMARY:

This item is for the award of a contract to RKM Utility Services, Inc., in the amount of \$400,105.00, for construction of the Talisker Apartments Water Line Improvements Project.

FINANCIAL IMPACT:

Budgeted Amount:

This project is funded from the FY 2003-04 Water and Sewer Fund, in the amount of \$385,000. However, funds are available in the Utility Fund to support the difference.

Construction Cost: \$400,105.00

BACKGROUND:

This project was established by the Public Works Department from a need to replace the existing 8" water main system within the Talisker Apartment complex and surrounding area. This portion of the Town's water system is composed of cast iron pipe in a deteriorated condition primarily due to age and has also experienced difficulty in providing sufficient pressure for fire protection. The firm of Teague Nall and Perkins, Inc. prepared engineering plans and specifications for construction of these proposed improvements.

Attached is a bid tabulation for this project. The bid proposal for construction was structured to provide an incentive/disincentive method of bidding the improvements. Specifically, each bid submitted was required to consist of two parts whereby:

- a. The Contractor submits a standard bid (A), which is the summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.
- b. In addition, the Contractor submits a time bid (B), which is the product of the number of calendar days required to construct the project, determined by the Contractor, and the Daily Value established by the Town. The Daily Value was established in the contract at \$2,000. The number of calendar days is intended to include inclement weather, holidays, etc.

The lowest bid (Total) for award of the contract was determined as the lowest sum of the standard bid (A) plus time bid (B). The contract establishes the actual contract amount for payment to the successful contractor to be the value indicated in the standard bid (A). Also included in the bidding process was a provision whereby the Contractor is awarded an incentive payment if construction is completed prior to the number of calendar days he submitted. The total amount of the incentive is the product of the Incentive Value (\$500) and the number of days the Contractor completes the project prior to the established contract time. Accordingly, the contract provides for a disincentive amount to be established based on the product of the Disincentive Value (\$500) and amount of time that the Contractor exceeds the established contract time. There is no limit to the amount of the incentive payment or the disincentive reduction (same as liquidated damages) from the Contractor's final payment that the Town will impose for going over the contract time limit.

RKM Utility Services, Inc. submitted the lowest Total bid (A + B), in the amount of \$600,105.00 and 100 calendar days. The actual amount of the standard bid (A) recommended for award is \$400,105.00. This amount is within the engineering estimate of \$420,000. In addition, the Engineer estimated that it would take approximately 150 calendar days to complete a project of this magnitude and complexity. The number of calendar days submitted by RKM Utility Services, Inc. (100 calendar days) represents a potential reduction of total construction time by approximately 50 days. The Contractor's references have been checked by the Engineer. The Contractor was found to have a good reputation and completed many successful projects throughout the Dallas/Fort Worth area.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with RKM Utility Services, Inc., in the amount of \$400,105.00, for the Talisker Apartments Water Line Improvements Project.

Talisker Apartments Waterline Improvements

BID NO 04-18

Bid Opening: May 11, 2004

2:00 PM

| BIDDER | SIGNED | Bid Bond | (A) Total of Standard | calendar days | (B) Total Calendar days x\$2000 | Total Bid A + B | Add 1 |
|----------------------|--------|----------|-----------------------|---------------|---------------------------------|-----------------|-------|
| RKM Utility Services | y | y | \$400,105.00 | 100 | \$200,000.00 | \$600,105.00 | y |
| Saber Development | y | y | \$539,955.50 | 150 | \$300,000.00 | \$839,955.50 | y |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Minok Suh
 Minok Suh, Purchasing Coordinator

Corey Gayden
 Corey Gayden, Witness

Council Agenda Item: #R13

SUMMARY:

This item is to award a contract to Jim Bowman Construction Co. L. P. for Miscellaneous Pavement Improvements to various streets.

FINANCIAL IMPACT:

Budgeted Amount: \$120,000

Cost: \$98,240

This project is funded for 2004 in the Street Department Operations Budget.

BACKGROUND:

On an annual basis the Street Division contracts the removal and replacement of failed concrete pavement on various Town streets. This project is designed to repair pavement on twelve different streets. The most significant repairs will be made on Midway Road, Quorum Drive and Landmark Place. All repairs will be made at night with the exception of repairs on two residential streets.

Jim Bowman Construction submitted the low bid on this project and has worked for the Town numerous times on similar projects.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$98,240 for Miscellaneous Pavement Improvements to Jim Bowman Construction Co. L.P.

Misc. Pavement Improvements 2004

BID NO 04-16

DUE: May 5, 2004

2:00 PM

| BIDDER | SIGNED | TOTAL |
|-----------------------------------|--------|--------------|
| Jim Bowman Construction Co., L.P. | y | \$98,240.00 |
| Ed A Wilson, Inc | y | \$142,725.00 |
| Gibson & Associates | y | \$144,800.50 |
| Andrews Paving & Construction | y | \$163,089.21 |
| | | |
| | | |

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Gayden

Corey Gayden, Witness

Finance Department's
Quarterly Review

For the Period Ended March 31, 2004

*Town of Addison
May 2004*

Quarter Ended 3/31/04

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| First Southwest Portfolio Report..... | Attached |



50 YEARS OF FUN!

Finance Department

MEMO

To: Ron Whitehead, City Manager
From: Randy Moravec, Finance Director
Re: Second Quarter FY 2004 Financial Report
Date: May 18, 2004

CASH AND INVESTMENT REPORT

- Cash for all funds as of March 31, 2004 totaled \$44.7 million, an increase of \$1.2 million from the previous quarter.
- The net increase is attributed to property tax collections in the General and G.O. Debt Service funds. Property taxes were due January 31, 2004.
- Investment yields and average weighted maturities:
 - Pooled funds – 1.7% and 305 days.
 - Texpool benchmark – 1.03%
- As noted in the First Southwest report, the market is volatile right now with short-term yields increasing based on anticipation that the Federal Reserve will increase the overnight funds rate from its historic low level of 1.0%. We will be looking at investing in the 15 to 24 month range to take advantage of higher yields at the same time limiting our exposure to a growing interest rate environment.

GENERAL FUND

- Revenue through the second quarter totaled \$12.7 million, which represents 59.4% of budget.
- Sales tax revenue has posted increases for the past three consecutive months and we are now 4.2% ahead of our collections from last year.
- Expenditures totaled \$10.2 million, which is 44.9% of budget. All departments are within budget for this time of the fiscal year. No significant budget amendments are anticipated at this time.

HOTEL FUND

- Revenues for the quarter totaled \$2 million, or 41% of budget.
- It would appear that hotel occupancy taxes are finally recovering. Revenue for the quarter was up 13% over last year and for the six months is now slightly ahead of last year. The extended stay hotels have been performing the best in this market. Although the full-service hotels are taking longer to realize the recovery, the Hotel Intercontinental posted a 27% gain the second quarter, which helped this category to be only 3% down, year-to-date.
- Expenditures for the year totaled \$2.6 million, which is 48% of budget.

AIRPORT FUND

- Through six months, operating revenues for the year totaled \$1.7 million, slightly less than received last year.
- Operating expenses were \$1.5 million, and were inflated by the repair of the Westside ramp. Net income totaled \$272k for the first half of the fiscal year.
- Working capital has been reduced by \$100k due to the capital costs associated with the Frito Lay Hangar development.

UTILITY FUND

- Through the second quarter operating revenues totaled \$3.1 million, which is an 11% increase over the prior year and attributed to the rate increase made effective early in the fiscal year.
- We continue to monitor the effect new rates have had on the various classes of customers. Typically the first six months, volume of water sold is only between 35% and 40% of the water we will end up selling during the full year. However, year-to-date, average single-family residential bills are up 13% while average irrigation bills are up 29%.
- Operating expenses totaled \$2.5 million, which is 3.5% more than the prior year.
- Fund reflects net income of \$212k compared to last year's loss of \$59k.

TOWN OF ADDISON
EXECUTIVE SUMMARY OF MAJOR OPERATING FUNDS FOR THE FISCAL YEAR-TO-DATE ENDED MARCH 31, 2004
 UNAUDITED ACTUAL AMOUNTS COMPARED TO THE 2004 ADOPTED BUDGET AND PREVIOUS YEAR ACTUAL FOR SAME PERIOD
All Amounts Expressed in Thousands of Dollars

| | General Fund | | Hotel Fund | | Airport Fund | | Utility Fund | | Total Major Operating Funds* | |
|---------------------------------------|-------------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|------------------------------|-----------------|
| | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual |
| RESOURCES | | | | | | | | | | |
| Ad Valorem Tax | \$ 6,292 | \$ 6,139 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,292 | \$ 6,139 |
| Non-Property Tax | 10,002 | 4,862 | 3,393 | 1,665 | - | - | - | - | 13,395 | 6,527 |
| Franchise Fees | 2,568 | 485 | - | 234 | - | - | - | - | 2,568 | 485 |
| Service/Permitting/License Fees | 1,532 | 756 | 896 | 720 | 73 | 438 | 3,091 | 2,781 | 11,323 | 4,358 |
| Rental, Interest and Other Income | 1,013 | 463 | 550 | 246 | 257 | 1,315 | 114 | 32 | 4,828 | 2,056 |
| Transfers and Other Sources | - | - | - | - | - | - | - | - | - | - |
| Total Resources | 21,406 | 12,705 | 4,839 | 1,984 | 1,908 | 1,753 | 7,878 | 3,123 | 38,406 | 19,564 |
| APPLICATION OF RESOURCES | | | | | | | | | | |
| Personal Services | 15,375 | 7,114 | 1,253 | 419 | 434 | 93 | 982 | 494 | 17,853 | 8,120 |
| Supplies and Materials | 839 | 373 | 154 | 59 | 41 | 4 | 79 | 41 | 1,083 | 476 |
| Maintenance | 1,766 | 622 | 338 | 115 | 88 | 678 | 278 | 117 | 4,191 | 1,531 |
| Contractual Services | 3,092 | 1,414 | 2,915 | 1,267 | 1,113 | 706 | 4,278 | 1,811 | 11,735 | 5,198 |
| Capital Equipment Amortization | 1,298 | 650 | 24 | 12 | 12 | - | 11 | 15 | 1,334 | 677 |
| Capital Equipment/Projects | 463 | 74 | 28 | - | 1,109 | 372 | 812 | 19 | 3,335 | 465 |
| Transfers and Other Uses** | - | - | 750 | 750 | 370 | - | 1,966 | 983 | 2,716 | 1,733 |
| Total Application of Resources | 22,833 | 10,247 | 5,462 | 2,622 | 3,167 | 1,852 | 8,405 | 3,479 | 42,246 | 18,200 |
| Net Change in Fund Balances | \$ (1,427) | \$ 2,458 | \$ (623) | \$ (638) | \$ (1,259) | \$ (100) | \$ (527) | \$ (356) | \$ (3,840) | \$ 1,365 |

Notes:

* Totals may not exactly match due to rounding.

** Transfers and other uses includes interfund transfers and and retirement of debt in the Airport and Utility funds.

TOWN OF ADDISON

GENERAL FUND

FY 2004 QUARTERLY STATEMENT OF REVENUES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | 2002-03 FY | |
|------------------------------------|----------------------|---------------------|----------------------|-----------------------|----------------------|-----------------------|
| | Budget | 2nd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Advalorem taxes: | | | | | | |
| Current taxes | \$ 6,276,440 | \$ 4,943,065 | \$ 6,111,407 | 97.4% | \$ 5,759,406 | 98.5% |
| Delinquent taxes | 5,210 | 8,892 | 15,824 | 303.7% | 22,908 | 484.3% |
| Penalty & interest | 10,410 | 8,385 | 11,358 | 109.1% | 14,620 | 154.7% |
| Non-property taxes: | | | | | | |
| Sales tax | 9,270,000 | 2,478,064 | 4,677,632 | 50.5% | 4,487,158 | 50.9% |
| Alcoholic beverage tax | 732,090 | 184,846 | 184,846 | 25.2% | 181,750 | 26.0% |
| Franchise / right-of-way use fees: | | | | | | |
| Electric franchise | 1,503,800 | - | - | 0.0% | - | 0.0% |
| Gas franchise | 139,030 | 227,439 | 227,439 | 163.6% | - | 0.0% |
| Telecommunication access fees | 821,940 | 30,090 | 230,218 | 28.0% | 208,899 | 20.9% |
| Cable franchise | 96,910 | 24,449 | 24,449 | 25.2% | 23,876 | 21.7% |
| Street rental fees | 6,000 | 2,500 | 2,500 | 41.7% | 1,250 | 25.0% |
| Licenses and permits: | | | | | | |
| Business licenses and permits | 142,390 | 38,821 | 52,789 | 37.1% | 64,956 | 47.6% |
| Building and construction permits | 227,410 | 100,314 | 169,599 | 74.6% | 129,374 | 61.5% |
| Intergovernmental revenue | - | - | - | 0.0% | - | 0.0% |
| Service fees: | | | | | | |
| General government | 710 | 298 | 368 | 51.8% | 304 | 33.8% |
| Public safety | 755,710 | 200,594 | 342,984 | 45.4% | 337,911 | 43.5% |
| Urban development | 2,150 | 1,880 | 2,455 | 114.2% | 2,260 | 205.5% |
| Streets and sanitation | 184,890 | 48,069 | 84,869 | 45.9% | 86,668 | 46.4% |
| Recreation | 64,890 | 15,926 | 26,283 | 40.5% | 25,764 | 39.0% |
| Interfund | 153,550 | 38,388 | 76,776 | 50.0% | 72,798 | 50.0% |
| Court fines | 720,650 | 174,894 | 331,967 | 46.1% | 345,534 | 44.9% |
| Interest earnings | 144,500 | 29,829 | 52,976 | 36.7% | 67,192 | 29.9% |
| Rental income | 130,000 | 32,500 | 65,000 | 50.0% | 65,000 | 46.4% |
| Other | 17,500 | 10,679 | 13,271 | 75.8% | 111,971 | 933.1% |
| Total Revenues | \$ 21,406,180 | \$ 8,599,922 | \$ 12,705,010 | 59.4% | \$ 12,009,599 | 56.3% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON

GENERAL FUND

FY 2004 QUARTERLY STATEMENT OF EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | 2002-03 FY | |
|-----------------------------|----------------------|---------------------|----------------------|--------------------|---------------------|--------------------|
| | Budget | 2nd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| General Government: | | | | | | |
| City manager | \$ 1,142,230 | \$ 259,755 | \$ 580,998 | 50.9% | \$ 530,655 | 48.6% |
| Finance | 939,390 | 229,358 | 457,450 | 48.7% | 473,663 | 52.2% |
| Building and fleet services | 732,550 | 137,931 | 288,375 | 39.4% | 256,114 | 44.7% |
| Municipal court | 391,480 | 86,245 | 168,551 | 43.1% | 169,379 | 44.2% |
| Human resources | 305,860 | 76,387 | 152,660 | 49.9% | 153,836 | 51.9% |
| Information technology | 966,560 | 264,582 | 440,943 | 45.6% | 476,521 | 51.1% |
| Combined services | 791,000 | 134,123 | 421,873 | 53.3% | 347,501 | 49.9% |
| Council projects | 236,840 | 55,173 | 161,721 | 68.3% | 154,005 | 61.9% |
| Public safety: | | | | | | |
| Police | 6,928,390 | 1,567,055 | 3,211,907 | 46.4% | 2,965,828 | 43.9% |
| COPS grant programs | - | - | - | N/A | - | N/A |
| Fire | 5,055,800 | 1,150,285 | 2,344,892 | 46.4% | 2,189,827 | 44.7% |
| Development services | 538,490 | 116,410 | 240,975 | 44.8% | 225,569 | 43.7% |
| Streets | 1,519,650 | 259,850 | 466,333 | 30.7% | 443,456 | 30.6% |
| Parks and Recreation: | | | | | | |
| Parks | 2,205,040 | 444,625 | 844,305 | 38.3% | 724,807 | 35.5% |
| Recreation | 1,079,890 | 218,450 | 465,637 | 43.1% | 587,016 | 51.0% |
| Total Expenditures | \$ 22,833,170 | \$ 5,000,229 | \$ 10,246,620 | 44.9% | \$ 9,698,177 | 44.2% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON

HOTEL FUND

FY 2004 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | 2002-03 FY | |
|-------------------------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|-----------------------|
| | Budget | 2nd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Hotel/Motel occupancy taxes | \$ 3,393,000 | \$ 940,457 | \$ 1,664,558 | 49.1% | \$ 1,643,974 | 41.1% |
| Proceeds from special events | 896,000 | 58,502 | 73,463 | 8.2% | 7,353 | 1.1% |
| Conference centre rental | 371,000 | 76,541 | 164,009 | 44.2% | 167,164 | 55.7% |
| Theatre centre rental | 74,200 | 18,631 | 42,292 | 57.0% | 31,991 | 53.3% |
| Interest and miscellaneous | 104,900 | 20,598 | 39,537 | 37.7% | 58,327 | 25.7% |
| Total Revenues | 4,839,100 | 1,114,729 | 1,983,859 | 41.0% | 1,908,809 | 36.3% |
| Expenditures and other uses: | | | | | | |
| Visitor services | 752,110 | 124,269 | 309,214 | 41.1% | 372,379 | 35.6% |
| Marketing | 945,480 | 268,379 | 429,946 | 45.5% | 383,843 | 29.8% |
| Special events | 1,670,690 | 164,921 | 352,172 | 21.1% | 245,471 | 16.9% |
| Conference centre | 839,410 | 228,580 | 369,425 | 44.0% | 334,971 | 42.7% |
| Performing arts | 504,400 | 121,211 | 411,212 | 81.5% | 378,116 | 67.8% |
| Capital projects | - | - | - | 0.0% | 1,082,709 | 18.0% |
| Other financing uses: | | | | | | |
| Transfer to debt service fund | 750,000 | 750,000 | 750,000 | 100.0% | 370,000 | 100.0% |
| Total Expenditures and Other | \$ 5,462,090 | \$ 1,657,360 | \$ 2,621,969 | 48.0% | \$ 3,167,489 | 27.6% |

NOTES:

- 1) N/A - Not Applicable
- 2) Amounts spent by special project:

| | | | | | | |
|----------------------------|---------------------|-------------------|-------------------|--------------|-------------------|--------------|
| Public Relations | \$ 606,600 | \$ 181,123 | \$ 311,351 | 51.3% | \$ 285,428 | 30.4% |
| Oktoberfest | 464,640 | (7,564) | 5,926 | 1.3% | 24,079 | 4.6% |
| Kaboom Town | 156,930 | 653 | 653 | 0.4% | - | 0.0% |
| Calendar | 40,000 | - | 38,795 | 97.0% | 41,709 | 101.7% |
| Hotel Support Program | 200,000 | 51,208 | 94,880 | 47.4% | 96,091 | 32.0% |
| Taste Addison | 391,780 | 68,279 | 68,373 | 17.5% | 10,307 | 2.4% |
| Jazz Festival | 260,000 | 67,781 | 92,452 | 35.6% | 123,264 | 53.9% |
| Weekend to Wipe Out Cancer | 13,000 | - | - | 0.0% | - | 0.0% |
| TOTAL | \$ 2,132,950 | \$ 361,480 | \$ 612,430 | 28.7% | \$ 580,878 | 21.7% |

TOWN OF ADDISON
STREET CAPITAL PROJECT FUND
 FY 2004 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | YTD as % of Budget | 2002-03 FY | |
|-----------------------------|---------------------|------------------|-------------------|--------------|-----------------------|-----------------------|--|
| | Budget | 2nd Quarter | Year-to-Date | Year-to-Date | | YTD as % of Budget | |
| Revenues: | | | | | | | |
| DART Grants | \$ 155,000 | \$ 38,700 | \$ 38,700 | 25.0% | \$ 1,919,342 | 131.2% | |
| Interest income and other | 100,000 | 23,144 | 45,397 | 45.4% | 72,208 | 36.1% | |
| Total Revenues | 255,000 | 61,844 | 84,097 | 33.0% | 1,991,550 | 119.8% | |
| Expenditures: | | | | | | | |
| Personal services | 100,000 | 18,511 | 26,815 | 26.8% | 98,825 | 49.4% | |
| Arbitrage rebate | - | - | - | N/A | 135,364 | N/A | |
| Design and engineering | 45,700 | 15,509 | 17,491 | 38.3% | 51,170 | N/A | |
| Construction and equipment: | 2,981,600 | 37,104 | 150,476 | 5.0% | 808,800 | 17.5% | |
| Total Expenditures | \$ 3,127,300 | \$ 71,124 | \$ 194,782 | 6.2% | \$ 1,094,159 | 23.3% | |

NOTES:

- 1) N/A - Not Applicable

TOWN OF ADDISON
2000 CAPITAL PROJECT FUND
 FY 2004 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | YTD as % of Budget | 2002-03 FY | |
|---|-------------------|------------------|------------------|--------------|-----------------------|-----------------------|--|
| | Budget | 2nd Quarter | Year-to-Date | Year-to-Date | | YTD as % of Budget | |
| Revenues and other sources: | | | | | | | |
| Interest earnings and other | \$ 6,000 | \$ 1,426 | \$ 3,117 | 52.0% | \$ 23,986 | 24.0% | |
| Other sources: transfer from 2002 CP Fund | - | - | - | N/A | 1,646,918 | N/A | |
| Total Revenues | 6,000 | 1,426 | 3,117 | 52.0% | \$ 1,670,904 | 1670.9% | |
| Expenditures: | | | | | | | |
| Personal services | - | 3,531 | 10,926 | N/A | - | 0.0% | |
| Design and engineering | 35,120 | 28,487 | 46,128 | 131.3% | 185,009 | 24.1% | |
| Construction and equipment | 85,760 | 35,766 | 42,310 | 49.3% | 1,640,196 | 66.4% | |
| Total Expenditures | \$ 120,880 | \$ 67,784 | \$ 99,364 | 82.2% | \$ 1,825,205 | 56.4% | |

NOTES:

- 1) N/A - Not Applicable

TOWN OF ADDISON
2002 CAPITAL PROJECT FUND
 FY 2004 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | YTD as % of Budget | 2002-03 FY | |
|--------------------------------------|---------------------|---------------------|---------------------|--------------|-----------------------|-----------------------|--------------|
| | Budget | 2nd Quarter | Year-to-Date | Year-to-Date | | YTD as % of Budget | |
| Revenues: | | | | | | | |
| Bond proceeds | \$ - | \$ - | \$ - | | N/A | \$ 15,095,000 | 100.0% |
| Interest earnings and other | 150,000 | 33,022 | 71,273 | | 47.5% | 107,671 | 26.9% |
| Total Revenues | 150,000 | 33,022 | 71,273 | | 47.5% | \$ 15,202,671 | 98.1% |
| Expenditures and other uses: | | | | | | | |
| Personal services | 150,000 | 20,953 | 27,689 | | 18.5% | 10,278 | 33.7% |
| Bond sale costs | - | - | - | | 0.0% | - | 0.0% |
| Design and engineering | 500,000 | 602,557 | 664,788 | | 133.0% | 139,847 | 69.9% |
| Construction and equipment | 6,241,290 | 888,482 | 1,071,002 | | 17.2% | 637,647 | 9.1% |
| Other uses: transfer to 2000 CP fund | - | - | - | | N/A | 1,646,918 | N/A |
| Total Expenditures | \$ 6,891,290 | \$ 1,511,992 | \$ 1,763,479 | | 25.6% | \$ 2,434,690 | 32.9% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON
2003 CONFERENCE CENTRE AND EVENT SITE CAPITAL PROJECT FUND
 FY 2004 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | YTD as % of Budget | 2002-03 FY | |
|-------------------------------------|---------------------|------------------|-------------------|--------------|-----------------------|-----------------------|-------------|
| | Budget | 1st Quarter | Year-to-Date | Year-to-Date | | YTD as % of Budget | |
| Revenues: | | | | | | | |
| Bond proceeds | \$ - | \$ - | \$ - | | 0.0% | \$ - | 0.0% |
| Interest earnings and other | 25,000 | 4,251 | 11,224 | | 44.9% | - | 0.0% |
| Total Revenues | 25,000 | 4,251 | 11,224 | | 44.9% | \$ - | 0.0% |
| Expenditures and other uses: | | | | | | | |
| Personal services | 10,000 | 1,446 | 3,823 | | 38.2% | - | 0.0% |
| Bond sale costs | - | (1,630) | (1,630) | | 0.0% | - | 0.0% |
| Design and engineering | 50,000 | 28,712 | 71,759 | | 143.5% | - | 0.0% |
| Construction and equipment | 949,000 | 67,556 | 307,694 | | 32.4% | - | 0.0% |
| Total Expenditures | \$ 1,009,000 | \$ 96,084 | \$ 381,646 | | 37.8% | \$ - | 0.0% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON

AIRPORT FUND

FY 2004 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | 2002-03 FY | |
|---|--------------------|---------------------|---------------------|-----------------------|---------------------|-----------------------|
| | Budget | 2nd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Operating revenues: | | | | | | |
| Operating grants | \$ 30,000 | \$ 7,875 | \$ 7,875 | 26.3% | \$ - | 0.0% |
| Fuel flowage fees | 1,100,000 | 254,864 | 423,831 | 38.5% | 481,725 | 44.1% |
| Rental | 3,087,000 | 817,504 | 1,290,955 | 41.8% | 1,256,188 | 41.0% |
| User fees | 30,000 | 7,537 | 13,670 | 45.6% | 11,069 | 23.4% |
| Total operating revenues | 4,247,000 | 1,087,780 | 1,736,331 | 40.9% | 1,748,982 | 41.3% |
| Operating expenses: | | | | | | |
| Town - Personal services | 244,720 | 45,224 | 92,986 | 38.0% | 106,962 | 42.7% |
| Town - Supplies | 10,500 | 2,759 | 3,708 | 35.3% | 2,185 | 20.4% |
| Town - Maintenance | 18,810 | 4,773 | 9,952 | 52.9% | 4,541 | 40.1% |
| Town - Contractual services | 387,040 | 97,739 | 200,484 | 51.8% | 56,923 | 19.5% |
| Grant - Maintenance | 60,000 | - | - | 0.0% | - | 0.0% |
| Operator operation & maintenance | 1,729,020 | 474,333 | 667,610 | 38.6% | 386,046 | 27.2% |
| Operator service contract | 1,063,000 | 197,028 | 505,882 | 47.6% | 607,408 | 59.3% |
| Total operating expenses | 3,513,090 | 821,856 | 1,480,622 | 42.1% | 1,164,065 | 37.5% |
| Net operating income | 733,910 | 265,924 | 255,709 | 34.8% | 584,917 | 51.5% |
| Non-Operating revenues (expenses): | | | | | | |
| Interest earnings and other | 35,000 | 8,024 | 16,215 | 46.3% | 40,030 | 50.2% |
| Interest on debt, fiscal fees & other | - | - | - | 0.0% | - | 0.0% |
| Total non-operating revenues (expenses) | 35,000 | 8,024 | 16,215 | 46.3% | 40,030 | -72.5% |
| Net income (loss) (excluding depreciation) | \$ 768,910 | \$ 273,948 | \$ 271,924 | 35.4% | \$ 624,947 | 57.8% |
| CHANGES IN WORKING CAPITAL | | | | | | |
| Net income (excluding depreciation) | \$ 768,910 | \$ 273,948 | \$ 271,924 | 35.4% | 624,947 | 57.8% |
| Sources (uses) of working capital: | | | | | | |
| Retirement of long-term debt | - | - | - | 0.0% | - | N/A |
| Net additions to fixed assets with grants | (218,000) | (88,794) | (88,794) | 40.7% | (10,049) | 2.5% |
| Other net additions to fixed assets | (1,814,000) | (143,356) | (282,973) | 15.6% | - | 0.0% |
| Net sources (uses) of working capital | (2,032,000) | (232,150) | (371,767) | 18.3% | (10,049) | 1.0% |
| Net increase (decrease) in working capital | (1,263,090) | 41,798 | (99,843) | 7.9% | 614,898 | 1546.5% |
| Beginning fund balance | 1,912,940 | 1,638,669 | 1,780,310 | 93.1% | 1,221,354 | 114.2% |
| Ending fund balance | \$ 649,850 | \$ 1,680,467 | \$ 1,680,467 | 258.6% | \$ 1,836,252 | 165.5% |

NOTES:

- 1) Operating income and portions of operating expenses are underreported by one month due to transactions being accounted for by operator one month and not reported to Town until following month.

TOWN OF ADDISON
UTILITY FUND
FY 2004 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2003-04 FY | | | | 2002-03 FY | |
|---|---------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| | Budget | 2nd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Operating revenues: | | | | | | |
| Water sales | \$ 3,660,800 | \$ 597,087 | \$ 1,324,610 | 36.2% | \$ 1,240,688 | 36.9% |
| Sewer charges | 4,038,000 | 920,106 | 1,731,387 | 42.9% | 1,518,897 | 41.3% |
| Tap fees | 1,000 | 2,200 | 2,200 | 220.0% | - | 0.0% |
| Penalties | 65,000 | 14,657 | 33,110 | 50.9% | 21,494 | 33.1% |
| Total operating revenues | 7,764,800 | 1,534,050 | 3,091,307 | 39.8% | 2,781,079 | 39.1% |
| Operating expenses: | | | | | | |
| Water purchases | 2,195,800 | 498,745 | 829,176 | 37.8% | 827,018 | 37.3% |
| Wastewater treatment | 1,619,700 | 489,170 | 819,568 | 50.6% | 818,934 | 49.3% |
| Utility operations | 1,812,750 | 388,458 | 828,255 | 45.7% | 747,939 | 42.5% |
| Total operating expenses | 5,628,250 | 1,376,373 | 2,476,999 | 44.0% | 2,393,891 | 42.5% |
| Net operating income | 2,136,550 | 157,677 | 614,308 | 28.8% | 387,188 | 26.3% |
| Non-Operating revenues (expenses): | | | | | | |
| Interest income and other | 113,500 | 13,944 | 31,710 | 27.9% | 61,320 | 20.4% |
| Interest on bonded debt and fiscal charges | (869,010) | (217,252) | (434,505) | 50.0% | (507,810) | 50.0% |
| Total non-operating revenues (expenses) | (755,510) | (203,308) | (402,795) | 53.3% | (446,490) | 62.4% |
| Net income (excluding depreciation) | \$ 1,381,040 | \$ (45,631) | \$ 211,513 | 15.3% | \$ (59,302) | -7.9% |
| CHANGES IN WORKING CAPITAL | | | | | | |
| Net income (loss) | 1,381,040 | (45,631) | 211,513 | 15.3% | (59,302) | -7.9% |
| Sources (uses) of working capital: | | | | | | |
| Retirement of long-term debt | (1,096,630) | (274,158) | (548,315) | 50.0% | (469,650) | 50.0% |
| Net additions to fixed assets | (811,600) | (18,811) | (18,811) | 2.3% | (497,553) | 48.3% |
| Net sources (uses) of working capital | (1,908,230) | (292,969) | (567,126) | 29.7% | (967,203) | 49.1% |
| Net increase (decrease) in working capital | (527,190) | (338,600) | (355,613) | 67.5% | (1,026,505) | 84.5% |
| Beginning fund balance | 5,490,970 | 3,719,139 | 3,736,152 | 68.0% | 5,099,644 | 92.9% |
| Ending fund balance | \$ 4,963,780 | \$ 3,380,539 | \$ 3,380,539 | 68.1% | \$ 4,073,139 | 95.3% |

NOTES:

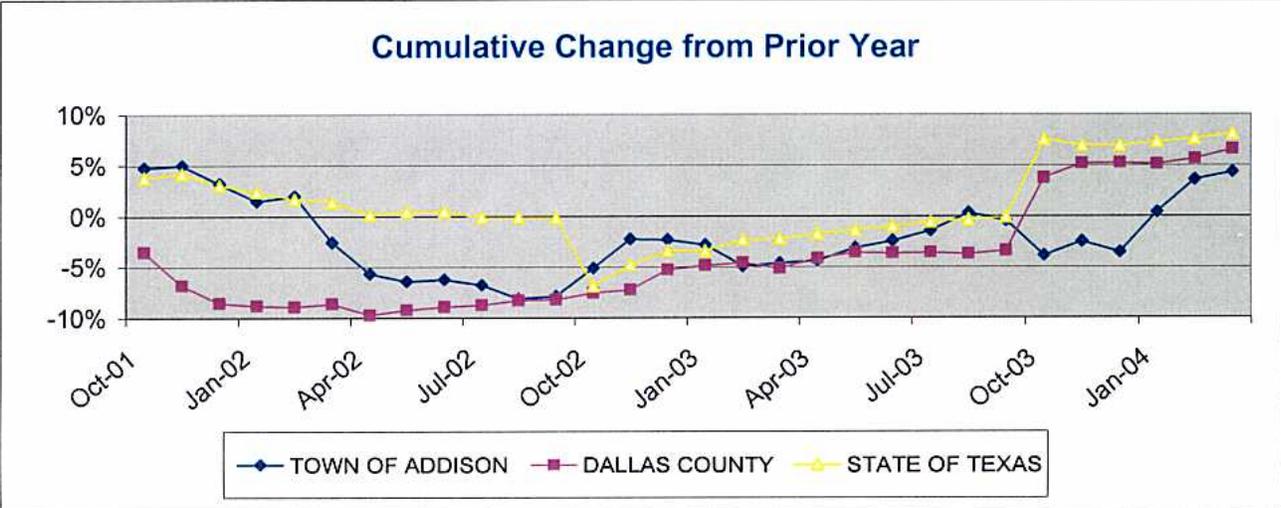
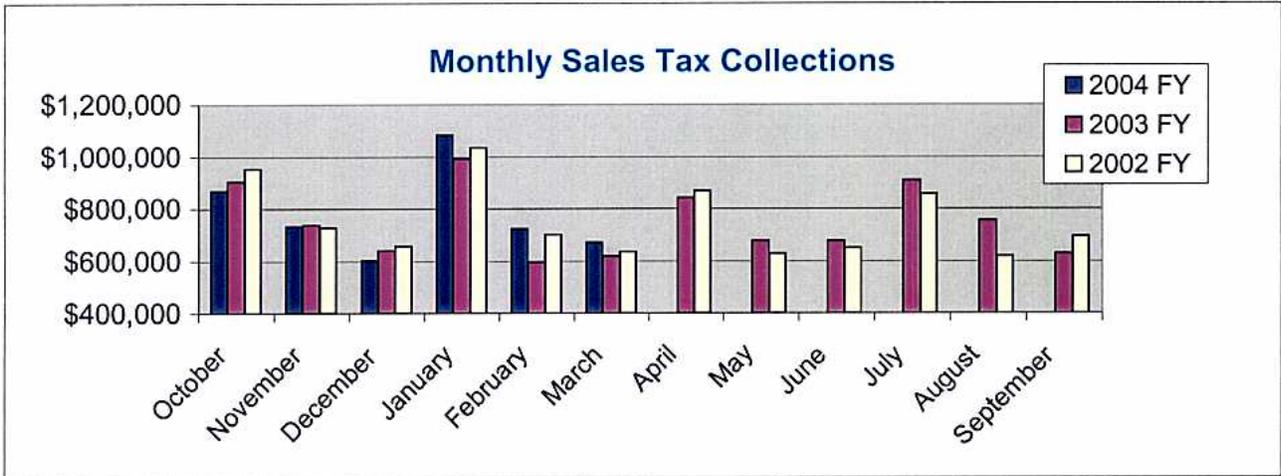
- 1) N/A - Not Applicable
- 2) Purchases of water and wastewater treatment services are underreported by one to two months due to prior year accruals and delay in receiving billings from Dallas Water Utilities.

TOWN OF ADDISON

Schedule of Sales Tax Collections and Related Analyses

For the fiscal year ending September 30, 2004

| | TOWN OF ADDISON | | | | DALLAS COUNTY | | STATE OF TEXAS | |
|----------------------|---------------------|--------------|--------------------------|------------|--------------------------|------------|--------------------------|------------|
| | 2002-03 Collections | | % Change from Prior Year | | % Change from Prior Year | | % Change from Prior Year | |
| | Monthly | Cumulative | Monthly | Cumulative | Monthly | Cumulative | Monthly | Cumulative |
| October | \$ 867,769 | \$ 867,769 | -3.9% | -3.9% | 3.7% | 3.7% | 7.5% | 7.5% |
| November | \$ 731,624 | \$ 1,599,393 | -0.9% | -2.6% | 7.1% | 5.1% | 6.2% | 6.9% |
| December | \$ 600,176 | \$ 2,199,568 | -6.3% | -3.6% | 5.4% | 5.2% | 6.9% | 6.9% |
| January | \$ 1,083,528 | \$ 3,283,096 | 9.3% | 0.3% | 4.8% | 5.1% | 8.0% | 7.3% |
| February | \$ 722,746 | \$ 4,005,843 | 21.3% | 3.5% | 8.6% | 5.6% | 9.3% | 7.6% |
| March | \$ 671,790 | \$ 4,677,632 | 8.7% | 4.2% | 12.7% | 6.5% | 11.2% | 8.1% |
| April | | | | | | | | |
| May | | | | | | | | |
| June | | | | | | | | |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| Budget 03-04: | | \$ 9,270,000 | | | | | | |
| Anticipated Year-End | | \$ 9,284,700 | | | | | | |



TOWN OF ADDISON HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year Ended September 30, 2004
With Comparisons to Prior Year

| | Rooms | | 2nd Quarter FY 04 | | 04 to 03 | YTD FY 04 | | 04 to 03 |
|--------------------------------|--------------|-------------|-------------------|-------------|------------|---------------------|-------------|------------|
| | Number | Percentage | Amount | Percentage | % Diff. | Amount | Percentage | % Diff. |
| Full Service | | | | | | | | |
| Marriott Quorum | 548 | 14% | \$ 192,461 | 20% | -1% | \$ 339,931 | 20% | -10% |
| Hotel Inter-Continental Dallas | 529 | 13% | 203,383 | 22% | 27% | 335,039 | 20% | 6% |
| Crowne Plaza North Dallas | 429 | 11% | 92,626 | 10% | 3% | 180,899 | 11% | -1% |
| | <u>1,506</u> | <u>38%</u> | <u>488,469</u> | <u>52%</u> | <u>10%</u> | <u>855,869</u> | <u>51%</u> | <u>-3%</u> |
| Extended Stay | | | | | | | | |
| Suites of America | 344 | 9% | 4,808 | 1% | -12% | 10,461 | 1% | -23% |
| Best Western Addison/Galleria | 70 | 2% | 3,213 | 0% | N/A | 5,416 | 0% | N/A |
| Residence Inn by Marriott | 150 | 4% | 33,848 | 4% | 3% | 62,974 | 4% | 0% |
| Summerfield Suites | 132 | 3% | 36,845 | 4% | 13% | 68,973 | 4% | 9% |
| Homewood Suites by Hilton | 128 | 3% | 36,326 | 4% | 27% | 62,336 | 4% | 13% |
| Springhill Suites | 159 | 4% | 35,817 | 4% | 177% | 58,297 | 4% | 27% |
| | <u>983</u> | <u>24%</u> | <u>150,857</u> | <u>16%</u> | <u>34%</u> | <u>268,457</u> | <u>16%</u> | <u>29%</u> |
| Business Moderate | | | | | | | | |
| Courtyard by Marriott Quorum | 176 | 4% | 59,893 | 6% | 3% | 102,877 | 6% | -9% |
| LaQuinta Inn and Suites | 152 | 4% | 28,392 | 3% | 25% | 53,001 | 3% | 9% |
| Courtyard by Marriott Midway | 147 | 4% | 31,111 | 3% | 3% | 52,939 | 3% | -9% |
| Country Inn and Suites | 102 | 3% | 26,682 | 3% | 15% | 44,325 | 3% | -2% |
| Hilton Garden Inn | 96 | 2% | 34,655 | 4% | 3% | 65,293 | 4% | 0% |
| Wingate Inn | 101 | 3% | 19,627 | 2% | 8% | 35,683 | 2% | 1% |
| Comfort Inn | 86 | 2% | 12,567 | 1% | 49% | 21,386 | 1% | 32% |
| | <u>860</u> | <u>21%</u> | <u>212,927</u> | <u>23%</u> | <u>8%</u> | <u>375,504</u> | <u>23%</u> | <u>-4%</u> |
| Economy | | | | | | | | |
| Motel 6 | 168 | 4% | 14,642 | 2% | -10% | 29,796 | 2% | -13% |
| Hampton Inn | 160 | 4% | 29,297 | 3% | 3% | 54,127 | 3% | -13% |
| Holiday Inn Express | 118 | 3% | 21,281 | 2% | 20% | 38,528 | 2% | -20% |
| Addison Comfort Suites | 78 | 2% | 18,015 | 2% | 23% | 31,356 | 2% | -15% |
| Super 8 Motel | 78 | 2% | 3,632 | 0% | 84% | 6,819 | 0% | 49% |
| Days Inn Addison* | 63 | 2% | 1,337 | 0% | -37% | 4,102 | 0% | 57% |
| | <u>665</u> | <u>17%</u> | <u>88,204</u> | <u>9%</u> | <u>8%</u> | <u>164,728</u> | <u>10%</u> | <u>-2%</u> |
| TOTAL | <u>4,014</u> | <u>100%</u> | <u>\$ 940,457</u> | <u>100%</u> | <u>13%</u> | <u>\$ 1,664,558</u> | <u>100%</u> | <u>1%</u> |

NOTES:

* Formerly the Sleep Inn; bank foreclosed on property 3/2/04.

TOWN OF ADDISON
INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
For the Quarter Ending March 31, 2004

| Fund | Balance 12/31/2003 | Quarter Receipts | Quarter Disbursements | Balance 3/31/2004 |
|--------------------------------|-----------------------|----------------------|--------------------------|----------------------|
| General Fund | \$ 5,699,932 | \$ 13,349,533 | \$ 9,384,454 | \$ 9,665,011 |
| Special Revenue Funds: | | | | |
| Hotel | 5,056,724 | 995,977 | 1,640,075 | 4,412,626 |
| Police Forfeiture | 52,218 | 195 | 900 | 51,513 |
| Municipal Court | 252,954 | 153,901 | 148,578 | 258,277 |
| Arbor | 60,252 | 6,099 | 3,485 | 62,866 |
| Debt Service Funds: | | | | |
| G. O. Bonds | 2,982,879 | 8,654,945 | 7,046,412 | 4,591,412 |
| Hotel Revenue Bonds | 620,462 | 752,733 | 531,546 | 841,649 |
| G. O. Bonds 2001 | 42 | - | 42 | - |
| Capital Projects Funds: | | | | |
| Streets | 5,687,034 | 1,106,752 | 148,285 | 6,645,501 |
| Parks | - | - | - | - |
| 2000 G. O. Bonds | 416,567 | 264,005 | 433,506 | 247,066 |
| 2002 G.O. Bonds | 9,808,691 | 582,974 | 3,007,529 | 7,384,136 |
| Arts & Events District | 1,420,771 | 59,697 | 572,502 | 907,966 |
| Enterprise Fund: | | | | |
| Utility Fund | 5,670,656 | 1,754,296 | 2,876,849 | 4,548,103 |
| Airport | 1,389,991 | 1,123,024 | 1,122,793 | 1,390,222 |
| Internal Service Funds: | | | | |
| Capital Replacement | 3,298,404 | 200,113 | 907,225 | 2,591,292 |
| Information Services | 1,093,257 | 151,909 | 107,510 | 1,137,656 |
| TOTAL - ALL FUNDS | \$ 43,510,834 | \$ 29,156,153 | \$ 27,931,691 | \$ 44,735,296 |

Note: Cash inflows and outflows represent revenues, expenditures, and investment transactions.

| INVESTMENTS BY MATURITY AND TYPE | | | |
|---|----------|----------------|----------------------|
| For the Quarter Ending March 31, 2004 | | | |
| | Type | % of Portfolio | Yield to Maturity |
| | Pools | 29.54% | 1.03% |
| | Agencies | 70.46% | 1.70% |
| Total Investments | | 100.00% | |
| Accrued Interest Earnings | | | 271,375 |
| Demand Deposits | | | 379,508 |
| TOTAL | | | \$ 44,735,296 |

COLLATERAL SUMMARY

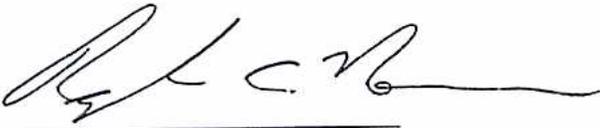
The first and most important objective for public funds investments is safety of assets. Therefore, all non-government security investments and bank accounts in excess of FDIC coverage must be secured by collateral. The bank balances and investments are monitored on a daily basis for appropriate coverage by marking the collateral to market using the previous day's *WALLSTREET JOURNAL*. Month-end reports prepared by the pledging institution are compared to internal reports for accuracy. Collateral levels are adjusted to secure the varying levels of receipts throughout the fiscal year.

| Town of Addison Collateral Analysis Demand Deposit Cash March 31, 2004 | | | | | | | | |
|---|-----------------------------|----------------------|-------------------------------------|---------------------------|---------------------|-----------------------|----------------------------|-------------------------------|
| <u>Pledging Institution</u> | <u>Safekeeping Location</u> | <u>Account Title</u> | <u>Pledged Security Description</u> | <u>Security Par Value</u> | <u>Market Value</u> | <u>FDIC Insurance</u> | <u>Ending Bank Balance</u> | <u>Difference Over(Under)</u> |
| Bank of America | Federal Reserve | Operating | T-Bond due: | | | | | |
| | | | 15-Nov-21 | \$ 1,147,000 | \$ 1,644,626 | | | |
| | | | | <u>\$ 1,147,000</u> | <u>\$ 1,644,626</u> | <u>\$ 100,000</u> | <u>\$ 858,828</u> | <u>\$ 885,798</u> |

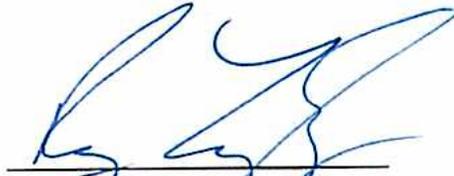
**Quarterly Investment Report
Pooled Investment Funds
Quarter ending March 31, 2004**

This quarterly Investment report has been prepared in compliance with Section 2256.023 "Internal Management Reports", of the Public Funds Investment Act, and in accordance with reporting requirements contained in the Town of Addison Investment Policy as approved by City Council on January 14, 2003.

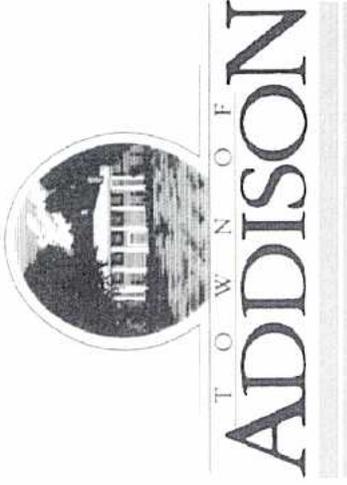
Activity in the Town's portfolio during this quarter is in compliance with the investment strategy as specified in the Town's Investment Policy. All investments are high-quality securities with no perceived default risk. Securities reflect active and efficient secondary markets in the event of an unanticipated cash requirement. Operating funds require the greatest short-term liquidity. Investment pools have been utilized to provide short-term fund requirements. Investment maturities have been staggered throughout the budget cycle to provide cash flow based on anticipated operating needs of the Town. Diversifying the appropriate maturity structure has reduced market cycle risk. There has been no loss of principal during this quarter of activity, and none is anticipated in the future.



Randolph C. Moravec
Director of Finance



Bryan Langley
Asst. Director of Finance



Investment Portfolio Summary

For the Quarter Ended

March 31, 2004

Prepared by



FIRST SOUTHWEST ASSET MANAGEMENT, INC.

First Quarter of Calendar Year 2004 Review

All-in-all, it was a relatively uneventful quarter. The insurgency in Iraq continued, gasoline prices hit an all-time high, terror fears reemerged and the US economy apparently picked up some much anticipated steam. The manufacturing sector made positive strides and appears to be on the verge of ending its 46-month hiring drought. Home sales were brisk and the inventory of available homes remained low enough to suggest that construction should remain healthy well into the summer. Income (for those who had jobs) rose and consumer spending was solid.

The Fed tinkered with the language they'd used to convey the same message they've been parroting since last summer, but left the 1.0% overnight funds rate unchanged at the January and March FOMC meetings. Chairman Greenspan threw political caution to the wind and tossed out his opinions on tax cuts and saving social security in addition to cheering the economy and pointing out substantial labor market slack. Inflation remained subdued, but crept just high enough to squelch lingering deflation concerns.

The DOW and NASDAQ indices swooned during a very volatile quarter, both staging late rallies to finish with fractional losses for the first time in a year, while the broader S&P index eked out a slight 1.3% gain. Sputtering stocks and dim employment prospects chipped away at confidence, but the economic outlook remains very bright.

Key Economic Indicators:

- On January 2nd the December ISM factory index surged to its highest level in 20 years. The closely-watched purchasing manager's index shattered expectations for a slight decline by rising from 62.8 to 66.2. Other components of the survey were also encouraging with new orders rising to 77.6, the highest level since 1950, and the employment index increasing to 55.5, hinting that payrolls might be on the upswing.
- On January 9th, the December labor market report disappointed investors as only 1k jobs were created during the month of December. The bond market promptly staged a huge rally, dragging the two-year Treasury-note below 1.70%, its lowest yield in three weeks. The unemployment rate, generated from a separate survey, unexpectedly dipped from 5.9% to 5.7%.
- Retail sales rose by 0.5% in December, somewhat less than forecast, but a large November revision, taking sales from a previously reported 0.9% increase to a healthier 1.2% increase, brought overall sales in 2003 to a 5.6% increase, nearly double that of 2002.
- On January 26th December existing home sales jumped by 6.9% to an annualized record high of 6.47 million units. The surge in the final month of the year pushed the sale of previously owned homes to a new record high of 6.1 million units, easily topping the previous record of 5.57 set in 2002. Although new home sales tumbled 5.1% in December to a 1.06 million unit pace, new home purchases rose by 11.2% in 2003 to reach yet another historical high.
- On January 30th, fourth quarter GDP was released. Economists had predicted sterling 5.0% growth, but the initial reading came in at 4.0% - solid, but certainly not enough to force the Fed's hand. The report also revealed very low inflation as personal consumption expenditures (PCE), a favorite Fed inflation gauge, grew at only a 0.6% annual pace during the quarter. The core PCE rose a scant 0.7%, the smallest increase in the 44-year history of the series.
- On February 6th, the Labor Department posted yet another disappointing report as US companies managed to add a mere 112k new jobs in January. The unemployment rate was an apparent bright spot, dipping from 5.7% to 5.6%, but with millions of discouraged workers leaving the workforce, the rate was considered by many to be an aberration.
- February 18th brought news that consumer prices rose by a higher than expected 0.5% in January, due mainly to a 4.7% increase in energy prices. The more important core rate rose by a slight 0.2%. On a year-over-year basis the core rate continued to linger at 43-year lows around 1.2%,

granting the Fed the latitude to allow the funds rate to stay at its current 45-year low. This benign inflation report signaled once again to investors that the Fed could focus all its attention on employment and the market began doing the same, virtually ignoring most of the lesser data releases, acknowledging that the economy was growing like gangbusters, but realizing that the Fed would react only to a substantial increase in payrolls.

- March 1st brought another strong purchasing managers report. The February reading of 61.4, despite being a substantial decline from the 20-year high logged in January, represented the fourth straight month over 60 and the tenth consecutive month over the 50 mark.
- On March 5th, the Labor Department reported that February payrolls rose by a mere 21k. In addition, the prior two months were revised downward by a combined 23k. Increasingly, economists were pointing toward rising productivity as the overwhelming reason for the floundering labor market. The unemployment rate held steady at 5.6%. By now, the payroll report had become the only report of any real importance as Fed officials repeatedly expressed that rates would remain at current levels until sustained job growth was evident.
- The February retail sales report was mixed as overall sales rose by 0.6%, exactly meeting expectations, while non-auto sales were unchanged, slightly lower than predicted. On a year-over-year basis, total sales were up a whopping 7.9%, while non-auto sales were up 7.3%.
- On March 11th, terrorists bombed a commuter train in Madrid rekindling al-Qaeda concerns which pushed the DOW toward the 10,000 mark and drove the two-year below 1.50%.

Fed Monetary Policy:

- The Federal Reserve's policy setting Federal Open Market Committee met twice during the quarter leaving the overnight funds rate unchanged at 1.0%. But wording changes in the official statement following the January meeting and comments from Fed officials would move the markets.
- On January 28th, the FOMC met with some market participants debating whether or not the Fed would abandon the familiar "considerable period" language. The Fed did indeed toss out the stale wording. The official statement simply said that "with inflation quite low and resource use slack, the committee believes that it can be patient in removing its policy recommendation." Oddly enough, the bond market interpreted the simple language as having much deeper meaning as the two-year T-note yield jumped to 1.85%, a full 25 basis points higher than opening levels.
- In subsequent speeches and comments, Fed officials managed to convey the message that the difference between "considerable period" and "patient" was a subtle change meant to grant them more flexibility and not meant to convey any upcoming change in policy. The Fed has made it clear that with inflation low, they will not raise interest rates until they see job growth.
- The FOMC met again on March 16th, offering no market-spooking words of wisdom, but maintaining the "patient" stance.

Market movement:

- The six-month Treasury-bill yield stayed in a narrow range, falling just 2 bps during the quarter from 1.02% to 1.00%, while the one-year T-note fell 6 basis points from 1.22% to 1.16%. The two-year Treasury note yield remained in a range between 1.45% and 1.95%. The yield closed the quarter down 24 bps to 1.58%.
- Stocks started off the year with strong momentum from last year's large gains, but after peaking in February, slid for the remainder of the quarter. The DOW fell 96 points, a decline of 0.92%. The NASDAQ was down 9 points or 0.46%. The S&P 500 Index did manage to turn in a slight gain, climbing 14 points for a 1.3% gain.
- The TexPool average rate during the first quarter was 1.02%, down just 1 basis point from the fourth quarter's 1.03%, as a steady Fed stabilized overnight rates around this level.

U.S. Treasury Yields

| | | Fed Funds | 3 mo. Bill | 6 mo. Bill | 1 yr. Note | 2 yr. Note | 3 yr. Note |
|-------------|----------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Last | 12/31/03 | 1.00% | 0.92% | 1.02% | 1.22% | 1.82% | 2.31% |
| High | | | 0.97% | 1.03% | 1.28% | 1.92% | 2.43% |
| Low | | | 0.87% | 0.95% | 1.06% | 1.46% | 1.85% |
| End | 3/31/04 | 1.00% | 0.95% | 1.00% | 1.16% | 1.58% | 2.00% |

Portfolio Activity since December 31st:

- There were no maturities during the first quarter although one bond was called away prior to maturity. \$3 million par of a FNMA 2% maturing in August 2005 was called away in February.
- One purchase was made during the quarter. In late February we bought \$1.5 million par of a FHLB 2.80% note maturing in August 2006 and callable every quarter beginning in May 2004. This bond was purchased at par so the yield to call and to maturity was 2.80%. This bond offers a substantial pick up in yield versus TexPool and about 35 bps versus comparable non-callable bonds maturing in August 2006. Although it may well be called away prior to maturity, the large yield premium compensates very well for that possibility.

Outlook for the Second Quarter 2004:

The manufacturing sector is gaining momentum and if all goes well, factories may actually begin domestic hiring, adding jobs for the first time in four years. There seems to be a sense that inflation has bottomed out and is on the way up. Although this is likely true, the consumer inflation rate is currently at a 45-year low, so if price increases were to double in the coming year, CPI would still be well under target granting the Fed plenty of leeway in their current monetary policy stance. The London Times reported that the Bank of Japan plans on ending dollar purchases in the near future. If this is the case, the rising national debt will become more of an issue as finance costs will increase due to diminished foreign demand for Treasuries. Employment appears poised to make substantial gains relative to the past several years, although the massive amount of slack in the labor market should allow for months and months of substantial payroll increases before the Fed acts to restrain growth that sparks the much anticipated job creation. All-in-all, the Fed should hold the overnight funds rate at 1.0% at least until the fourth quarter. That doesn't mean that yields won't drift higher as investors ponder encouraging economic data and anticipate Fed action sooner rather than later.

Projected Strategy for the Second Quarter 2004:

The March and April employment reports showed job growth much higher than market participants anticipated. March payrolls grew by a revised 337k while April payrolls grew by 288k. Job growth has averaged 217k per month through April. We have also seen strong retail sales data and higher than expected inflation figures. The result is that markets have moved up expectations for Fed rate hikes to the June 30th meeting, and have further priced in a series of tightening moves. Current market rates in the two-year sector are 100 bps above the March lows. The short-end of the yield curve has become very steep. This provides the opportunity to significantly enhance yields versus overnight alternatives. However, any purchases must be balanced against the expectations for rising interest rates. We believe investments in the 15-24 month range provide an acceptable level of compensation for this risk. In this environment we now favor bullets (non-callable) over callable structures. We also believe U.S. Treasuries in this sector have become attractive compared to agencies. This is further advanced by the geopolitical uncertainty surrounding Iraq, which could drive a flight to quality bid in the Treasury market should any problems arise.

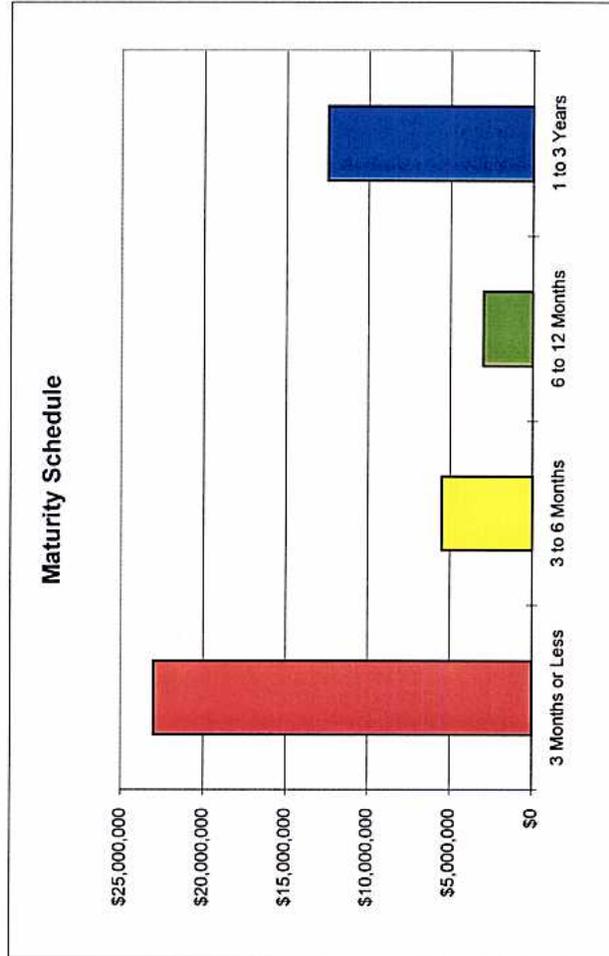
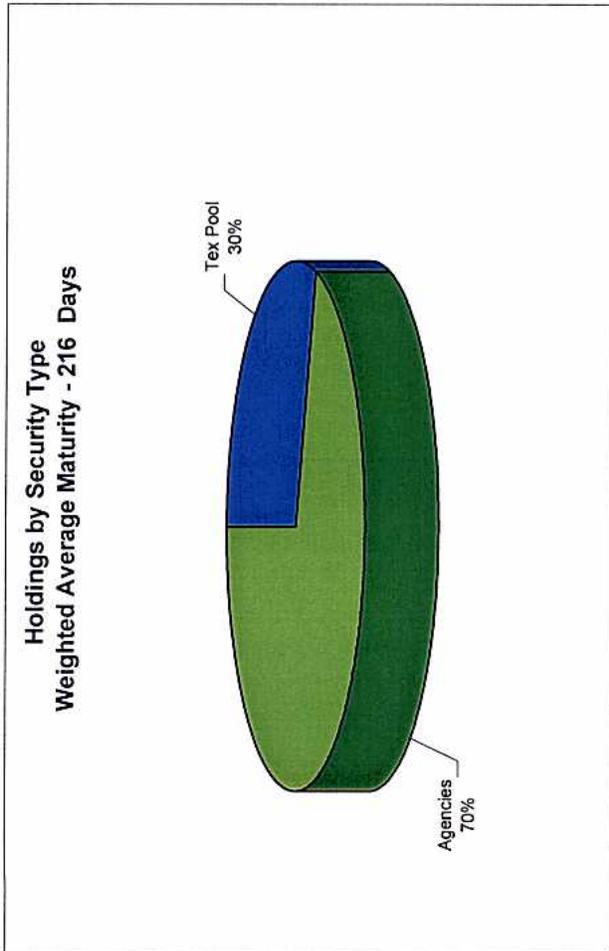
Town of Addison
Investment Portfolio Summary
For the Quarter Ended March 31, 2004

| | Pooled Funds | | | Ratio |
|----------------------------------|----------------|--------------|--------------|---------|
| | Par Value | Market Value | Book Value | |
| Investments at December 31, 2003 | \$41,759,811 | \$41,901,574 | \$41,859,876 | 100.10% |
| Investment Purchases | \$19,423,458 | | | |
| Investment Maturities | (\$17,160,442) | | | |
| Investment Sales | | | | |
| Investments at March 31, 2004 | \$44,022,827 | \$44,134,278 | \$44,084,413 | 100.11% |

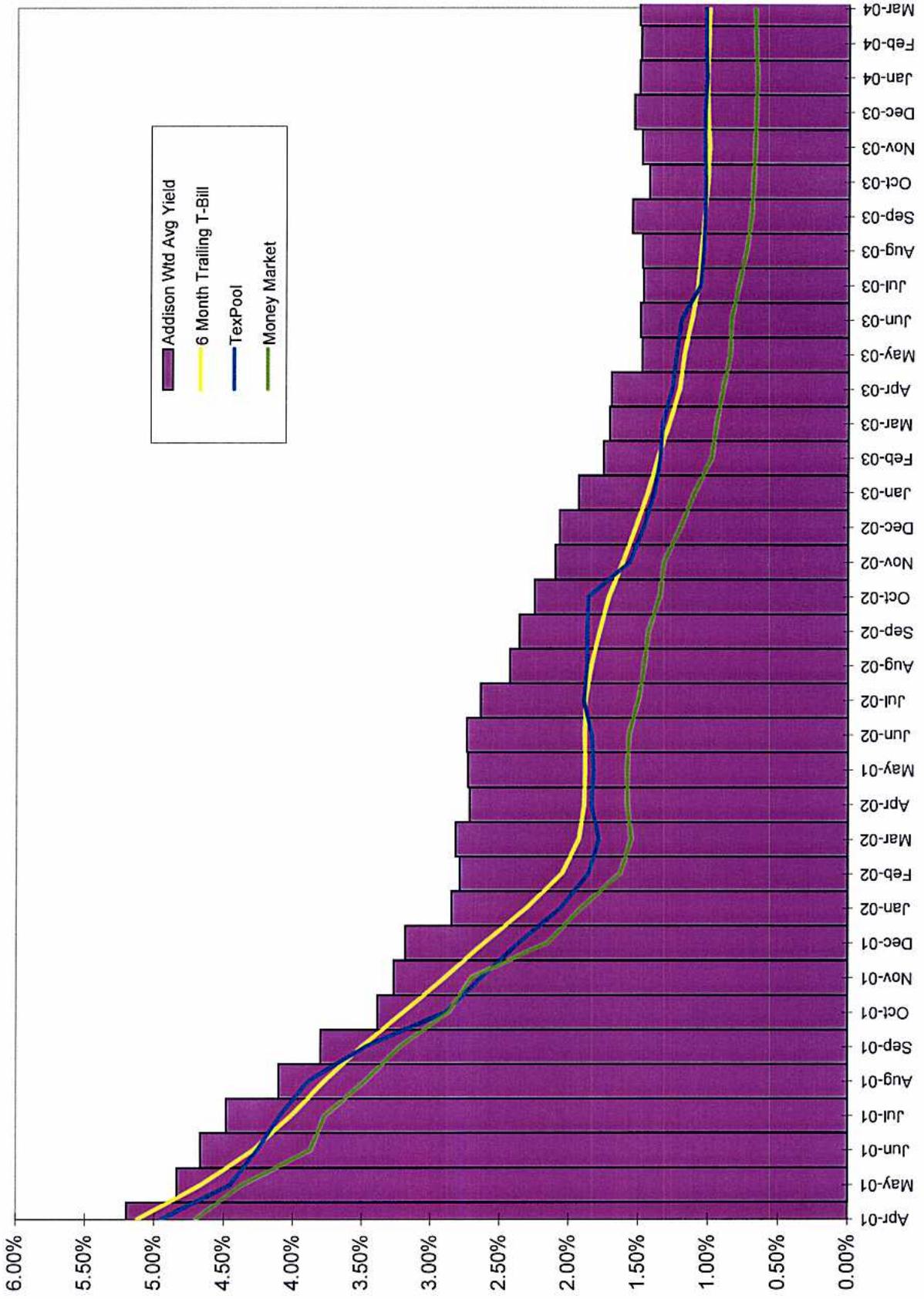
**Town of Addison
Investments by Maturity and Type
March 31, 2004**

| Investments | Maturity | % of Portfolio | Yield to Maturity | Amount |
|--------------------|------------------|---------------------------|------------------------------|---------------------|
| | 0-30 Days | 52.22% | 1.11% | \$23,020,979 |
| | Over 31 Days | 47.78% | 1.93% | \$21,063,433 |
| | Total Portfolio | <u>100.00%</u> | <u>1.50%</u> | <u>\$44,084,413</u> |
| Investments | Type | % of Portfolio | Yield to Maturity | Amount |
| | Pools | 29.54% | 1.03% | \$13,022,828 |
| | Commercial Paper | 0.00% | 0.00% | \$0 |
| | Agencies | 70.46% | 1.70% | \$31,061,585 |
| | Total Portfolio | <u>100.00%</u> | <u>1.50%</u> | <u>\$44,084,413</u> |

**Town of Addison
Pooled Funds
March 31, 2004**



Town of Addison - Pooled Funds Yield Analysis



**TOWN OF ADDISON
PERFORMANCE SUMMARY
FOR THE PERIOD ENDING MARCH 31, 2004**

| | % of Portfolio | Weighted Avg. Yield to Maturity | Weighted Avg. Days to Maturity |
|--|-------------------|------------------------------------|-----------------------------------|
| Tex Pool | 29.54% | 1.03% | 1 |
| Commercial Paper | | | |
| Agencies | 70.46% | 1.70% | 305 |
| Treasuries | | | |
| Total Portfolio | 100.00% | 1.50% | 216 |
| Total Fixed Income Non Money Market (includes CP, Agencies, Treasuries) | 70.46% | 1.70% | 305 |

YIELD BENCHMARKS

| | 12 Month Trailing | 6 Month Trailing | Current Month |
|-----------------|----------------------|---------------------|------------------|
| Fed Funds | 1.06% | 0.99% | 1.00% |
| Overnight Repo | 1.03% | 0.97% | 0.98% |
| Texpool Average | 1.08% | 1.03% | 1.03% |
| 3 Month T-Bill | 0.96% | 0.92% | 0.95% |
| 6 Month T-Bill | 1.02% | 1.00% | 1.00% |
| 1 Year CMT * | 1.22% | 1.26% | 1.19% |
| 2 Year T-Note | 1.64% | 1.74% | 1.55% |
| 5 Year T-Note | 2.96% | 3.10% | 2.77% |

*The 1 Year T-Bill is no longer issued, replaced with 1 Year Constant Maturity Treasury (CMT).

Unless otherwise noted, all instruments are held to maturity.

**TOWN OF ADDISON
AIMR PERFORMANCE SUMMARY
FOR THE PERIOD ENDING MARCH 31, 2004**

AIMR PERFORMANCE (Unaudited)

| | Monthly | Annualized |
|----------------|---------|------------|
| March 2003 | 0.15% | 2.46% |
| April 2003 | 0.15% | 2.27% |
| May 2003 | 0.21% | 2.18% |
| June 2003 | 0.14% | 2.08% |
| July 2003 | 0.15% | 1.96% |
| August 2003 | 0.04% | 1.80% |
| September 2003 | 0.28% | 1.88% |
| October 2003 | -0.02% | 1.71% |
| November 2003 | 0.10% | 1.66% |
| December 2003 | 0.25% | 1.69% |
| January 2004 | 0.13% | 1.71% |
| February 2004 | 0.17% | 1.76% |
| March 2004 | 0.10% | 1.71% |

| <u>Cumulative Performance</u> | | | |
|-------------------------------|--|---|---|
| | Total Portfolio Addison - Operating Fund | Vanguard Money Market Reserves - US Treasury Fund | Salomon Smith Barney 1-3 yr. Tres Index |
| Last 3 Months | 0.40% | 0.17% | 1.07% |
| Last 6 Months | 0.73% | 0.34% | 1.22% |
| Last 12 Months | 1.71% | 0.74% | 2.45% |

The Salomon 1-3 year government index is composed of treasuries and agencies with maturities between 1 and 3 years.

NOTE 1: AIMR calculations consider market value fluctuations as well as interest earned in determining performance

NOTE 2: Fixed income performance includes commercial paper, discount securities and repurchase agreements as well as US Treasury items.

Town of Addison
 DETAIL OF SECURITY HOLDINGS
 As of March 31, 2004

| Security Description | Security CUSIP | Coupon | Settlement Date | Maturity Date | Par Value | Purchase Price | Purchase Cost | Book Value | Market Price | Accrued Interest | Market Value | Days to Maturity | Yield to Maturity |
|-------------------------------|----------------|--------|-----------------|---------------|-------------------|----------------|----------------------|----------------------|--------------|-------------------|----------------------|------------------|-------------------|
| Pooled Funds | | | | | | | | | | | | | |
| FEDERAL HOME LN MTG CORP | 3134a4ph1 | 3.750 | 05-01-03 | 04-15-04 | 4,000,000 | 102.379 | 4,095,160.00 | 4,003,806.40 | 100.094 | 69,166.67 | 4,003,750.00 | 15 | 1.24 |
| FEDERAL NATL MTG ASSN DISC NT | 313588wf8 | 0.000 | 05-15-03 | 04-30-04 | 6,000,000 | 98.859 | 5,931,555.00 | 5,994,345.00 | 99.920 | 0.00 | 5,995,199.89 | 30 | 1.20 |
| FEDERAL HOME LN BKS | 3133mnp4 | 3.375 | 11-06-02 | 05-14-04 | 2,500,000 | 102.283 | 2,557,075.00 | 2,504,427.37 | 100.281 | 31,875.00 | 2,507,031.25 | 44 | 1.85 |
| FEDERAL HOME LN MTG CORP | 3134a4px6 | 3.000 | 03-18-03 | 07-15-04 | 3,000,000 | 102.066 | 3,061,970.97 | 3,012,954.67 | 100.562 | 19,000.00 | 3,016,875.00 | 106 | 1.42 |
| FEDERAL HOME LN MTG CORP | 3134a4rv8 | 1.875 | 06-30-03 | 01-15-05 | 3,000,000 | 100.846 | 3,025,380.00 | 3,012,954.67 | 100.531 | 11,875.00 | 3,015,937.50 | 290 | 1.32 |
| FEDERAL HOME LN BKS | 3133mns69 | 4.125 | 11-04-03 | 05-13-05 | 2,000,000 | 103.376 | 2,067,516.00 | 2,049,482.84 | 103.094 | 31,166.67 | 2,061,875.00 | 408 | 1.87 |
| FEDERAL HOME LN MTG CORP | 3134a4lx2 | 1.500 | 07-31-03 | 08-15-05 | 3,000,000 | 99.242 | 2,977,260.00 | 2,984,720.65 | 100.062 | 5,750.00 | 3,001,875.00 | 502 | 1.88 |
| FEDERAL NATL MTG ASSN | 31359mik9 | 2.125 | 12-15-03 | 10-14-05 | 3,000,000 | 99.937 | 2,998,125.00 | 2,998,427.23 | 100.031 | 29,572.92 | 3,000,937.50 | 562 | 2.16 |
| FEDERAL HOME LN BKS | 3133x07j2 | 2.570 | 08-18-03 | 08-18-06 | 3,000,000 | 100.000 | 3,000,000.00 | 3,000,000.00 | 100.156 | 9,209.17 | 3,004,687.50 | 870 | 2.57 |
| FEDERAL HOME LN BKS | 3133x3u84 | 2.800 | 02-25-04 | 08-25-06 | 1,500,000 | 100.000 | 1,500,000.00 | 1,500,000.00 | 100.219 | 4,200.00 | 1,503,281.25 | 877 | 2.80 |
| TEXPOOL | texpool | 1.028 | | | | | 13,022,828.09 | 13,022,828.09 | | | 13,022,828.09 | | 1.03 |
| | | | | | 31,000,000 | | 44,236,870.06 | 44,084,412.77 | | 211,815.42 | 44,134,277.98 | | 1.50 |
| TOTAL PORTFOLIO | | | | | 31,000,000 | | 44,236,870.06 | 44,084,412.77 | | 211,815.42 | 44,134,277.98 | | 1.50 |

Town of Addison
YIELD SUMMARY
March 31, 2004

| Security Description | Security CUSIP | Settlement Date | Maturity Date | Par Value | Market Value | Percent of Assets | Days to Maturity | Weighted Average Maturity | Yield to Maturity |
|----------------------------------|----------------|-----------------|---------------|-------------------|----------------------|-------------------|------------------|---------------------------|-------------------|
| Agency Securities | | | | | | | | | |
| FEDERAL HOME LN MTG CORP | 3134a4ph1 | 05-01-03 | 04-15-04 | 4,000,000 | 4,003,750.00 | 9.07 | 15 | 1 | 1.24 |
| FEDERAL NATL MTG ASSN DISC NT | 313588wf8 | 05-15-03 | 04-30-04 | 6,000,000 | 5,995,199.89 | 13.58 | 30 | 4 | 1.20 |
| FEDERAL HOME LN BKS | 3133mmps4 | 11-06-02 | 05-14-04 | 2,500,000 | 2,507,031.25 | 5.68 | 44 | 2 | 1.85 |
| FEDERAL HOME LN MTG CORP | 3134a4px6 | 03-18-03 | 07-15-04 | 3,000,000 | 3,016,875.00 | 6.84 | 106 | 7 | 1.42 |
| FEDERAL HOME LN MTG CORP | 3134a4tv8 | 06-30-03 | 01-15-05 | 3,000,000 | 3,015,937.50 | 6.83 | 290 | 20 | 1.32 |
| FEDERAL HOME LN BKS | 3133mns69 | 11-04-03 | 05-13-05 | 2,000,000 | 2,061,875.00 | 4.67 | 408 | 19 | 1.87 |
| FEDERAL HOME LN MTG CORP | 3134a4ix2 | 07-31-03 | 08-15-05 | 3,000,000 | 3,001,875.00 | 6.80 | 502 | 34 | 1.88 |
| FEDERAL NATL MTG ASSN | 31359mik9 | 12-15-03 | 10-14-05 | 3,000,000 | 3,000,937.50 | 6.80 | 562 | 38 | 2.16 |
| FEDERAL HOME LN BKS | 3133x07j2 | 08-18-03 | 08-18-06 | 3,000,000 | 3,004,687.50 | 6.81 | 870 | 59 | 2.57 |
| FEDERAL HOME LN BKS | 3133x3u84 | 02-25-04 | 08-25-06 | 1,500,000 | 1,503,281.25 | 3.41 | 877 | 30 | 2.80 |
| | | | | 31,000,000 | 31,111,449.89 | 70.49 | | 216 | 1.70 |
| Money Markets & Pools | | | | | | | | | |
| TEXPOOL | | | | | 13,022,828.09 | 29.51 | | | 1.03 |
| TOTAL PORTFOLIO | | | | 31,000,000 | 44,134,277.98 | 100.00 | | 216 | 1.50 |

**THERE ARE NO
ATTACHMENTS
FOR ITEM #R15**

**THERE ARE NO
ATTACHMENTS
FOR ITEM #ES1**