

City of OVILLE City Council

Rachel Huber, Place One

Larry Stevenson, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Dean Oberg, Place Five

City Administrator Dennis Burn

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, June 08, 2015

6:30 P.M.

Council Chamber Room

AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on **Monday, June 08, 2015** at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items.

I. CALL TO ORDER

- Invocation
- Pledge of Allegiance

II. COMMENTS, PRESENTATIONS & REPORTS

- Following the May 09, 2015 Municipal Election Presiding Judge Scott Kurth will conduct Oaths and Statements to the following:

Mayor Richard Dormier
Place 2 Council Member Larry Stevenson
Place 4 Council Member Doug Hunt

- City Administrator will announce the promotion of Joey Bennett to Lieutenant of Police

▪ Citizen Comments

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

▪ Department Activity Reports / Discussion

• Police Department	Lt. Joey Bennett
○ Monthly Report	
• Fire Department	Fire Chief B. Kennedy
○ Monthly Report	
○ EMS Cost Comparison	
• Public Works	Public Works Director B. Piland
○ Monthly Report	
• Finance Department	City Accountant L. Harding
○ March 2015 Monthly Financials	
○ Staff implementation dates responsive to Management Letter from Yeldell including inventory procedure updates	
○ Energy effective contract dates	
• Administration	City Administrator Dennis Burn
○ Activity Report	
○ Monthly Municipal Court Report	City Secretary P. Woodall
○ Monthly Code/Animal Control Reports	
○ Building Permits	Code/AC Officer M. Dooly

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III. CONSENT AGENDA

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

- C1. April 2015 Financial Transactions over \$5,000
- C2. Resolution R2015-015 approving and accepting settlement agreement with Atmos Mid-Tex
- C3. Resolution R2015-016 Updating authorized representatives for TexPool
- C4. Resolution R2015-017 Updating authorized representatives for TexStar
- C5. Service Agreement with Bridges Training Foundation – document shredding
- C6. Minutes of the May 13, 2015 Special City Council Meeting canvassing May 09, 2015 Election
- C7. Minutes of the May 11, 2015 Briefing Session and Regular City Council Meeting

IV. REGULAR AGENDA

- 1. ***DISCUSSION/ACTION – Consideration*** of and action on the nominations and appointment of Mayor Pro Tem.
- 2. ***DISCUSSION/ACTION – Consideration*** of and action on Resolution R2015-018 authorizing and approving the appointment of a Municipal Court Judge for a two-year term effective immediately.
- 3. ***DISCUSSION/ACTION – Consideration*** of and action on Ordinance 2015-012 approving and adopting mid-year budget revisions.
- 4. ***DISCUSSION/ACTION – Consideration*** of and action on Ordinance 2015-013 of the City of Ovilla, TX, amending the flat rate for sewer service for residential and nonresidential customers, providing for publication of this ordinance and providing an effective date.
- 5. ***DISCUSSION/ACTION – Consideration*** of and action authorizing cement stabilization and HMAC pavement on SE Cockrell Hill Road in accordance with Ovilla's Interlocal Agreement with Ellis County Precinct 4.
- 6. ***DISCUSSION/ACTION – Review*** the reconstruction and paving of Ovilla streets and direct staff as necessary.
- 7. ***DISCUSSION/ACTION – Consideration*** of and action on the appointments of the Heritage Day Committee.

V. EXECUTIVE SESSION

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

**COUNCIL WILL RECONVENE INTO OPEN SESSION, AND TAKE ACTION
NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED.**

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

*City of O*VILLA City Council

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VII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the June 08, 2015 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 5 day of June 2015 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall

Pamela Woodall, City Secretary

DATE OF POSTING: 5-5-2015 TIME: 14:00 am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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

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

To: Mayor Richard Dormier
 Ovilla City Council
 Dennis Burn

Subject: Police Department Monthly Activity Report

Calls For Service	May 2015	May 2015 YTD	May 2014	May 2014 YTD
Accident	3	11	6	16
Alarms	14	66	24	90
Arrest	3	17	1	12
Assault	1	1	0	0
Assists: Agency/Unit:14 EMS/Fire:0 Motorist:0	14	163	50	131
Building / House Security Check	1531	7285	1587	7030
Burglary	1	1	1	3
Burglary of Motor Vehicle	0	2	0	0
Criminal Mischief	1	5	3	5
Disturbance	0	31	7	23
Neighborhood Check	1828	9088	1841	6516
Other Calls for Service	138	726	110	489
Suspicious Person	1	21	12	33
Suspicious Vehicle	6	65	11	36
Theft	1	10	1	7
Traffic Assignment	15	99	6	48
TOTAL CALLS FOR SERVICE	3557	17591	3660	14444

Reserve Officer Hours	74	252.5	92.5	345.25
Average Response Time (Minutes)		3.48	4.5	4.228
Traffic Stop (Warnings)	14	221	39	185
Traffic Stop (Citations)	7	126	59	209
Total Citations & Warnings Combined	21	347	98	394
PERCENT OF STOPS RECEIVING CITATIONS	33.3	36.3	60.2	53.0

OVILLA PD VEHICLE MILEAGE						
January-15		February-15		March-15		
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending
100	88931	90026	1095	100	90026	90343.6
102	91093	92394	1301	102	92394	94221
103	104345	106623	2278	103	106623	108745
104	66588.4	67413.5	825.1	104	67413.5	68336.5
105	5452	56476	1954	105	56476	57996.2
April-15		May-15			June-15	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending
100	90343.6	90718	374.4	100	90718	91281
102	94221	95928	1707	102	95928	97236
103	108745	110028	1283	103	110028	111376
104	68336.5	70073	1736.5	104	70073	73152.4
105	57996.2	60076.3	2080.1	105	60076.3	61609
July-15		August-15			September-15	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending
100	91281	91860	579	100	91860	0
102	97236	98144.4	908.4	102	98144.4	0
103	111376	112835	1459	103	112835	0
104	73152.4	74724	1571.6	104	74724	0
105	61609	63206	1597	105	63206	0
October-15		November-15			December-15	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending
100	0	0	100	100	0	0
102	0	0	102	102	0	0
103	0	0	103	103	0	0
104	0	0	104	104	0	0
105	0	0	105	105	0	0

Ovilla City Council Monthly Report for Fire Department - May 2015

City of Ovilla Calls for Service	2014 Totals	2015 Totals
Fire 9		Fire 6
EMS 19	28	EMS 23
		29
ESD #2 Calls for Service		
Fire 9		Fire 5
EMS 8	17	EMS 12
		17
ESD #4 Calls for Service		
Fire 3		Fire 0
EMS 2	5	EMS 5
		5
Mutual Aid Provided		
Fire 1		Fire 14
EMS 0	1	EMS 1
		15
Total Calls For Service / Month	51	66
Total Calls For Service / YTD	607	277

	Time from Notify to Time On Scene	Reaction Times	
Average Response Times for City of Ovilla	5:32	E-701	1:41
Average Response Times for ESD # 2	7:44	E-702	3:03
Average Response Times for ESD # 4	7:22		

From the Fire Marshal

4 follow up inspections
 8 consults for MISD Elementary School
 1 meeting over fire inspections for school
 QC Firehouse reports

Fire Department News For the Month

1. Engine 702 Back In Service
2. Hiring 2 new Part Time Personnel, and bringing another Volunteer on
3. Working on Plans for new Elementary School
4. Fire Marshal K Lindsey Promoted to Captain Rank
5. Met with ESD #4 on Budgeting for new FY
6. Sevral meetings with ESD #2 and Pierce sells rep about new Engine

EMS COST COMPARISON

Annual Cost to Midlothian	\$66,257.00			
Total # of EMS Calls for 2014	115		\$576.15	per call
Total # of EMS Calls for 2015	65		\$424.72	per call
@ 13 runs per month with a projection 156 this year				
Cost per MICU for DeSoto			\$800.00	per call
Cost per EMS run for City of Red Oak (Fire Side)			\$991.65	per call
Cost per MICU for Midlothian			\$800.00	per call
Cost per MICU for Glen Heights			\$800.00	per call
Midlothian Average Response Times for Medics			6	minutes



Date: June 4, 2015

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for May 2015

- Sewer Lift Station Repairs-
 - Pulled pump 1 at Highland Meadows Lift Station
 - Removed pump 1 from Cumberland
 - Pulled pump 2 Heritage Lift Station removed debris and replaced
- Read water meters, serviced disconnects and reconnects
- Replaced meters
 - 612 Williams Dr
- Street Repairs Winding Way, Ovilla Oaks Dr, Willow Creek, Northwood, Cockrell Hill
- Prep for Music in the Park event
- Repaired and replaced 6 street signs
- Updated marquee as needed
- Daily water maintenance residual and pressure tests
- Tree and grass maintenance:
 - Heritage Park
 - Silver Spur Park
 - Baseball fields and Cindy Jones Park
- Repaired water leaks
 - 130 Water Street
 - 100 Nob Hill
- CLEAN UP DAY follow up
 - ❖ Jimmy Bryan -
 - Serviced PD Units: 102,104,105
 - Serviced 2008 Chevrolet Public Works Dept. truck

**Flushed Hydrants

- Collect water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Meter Box repair and replace lids as needed

**Watered plants at City Hall and park



DATE: June 8, 2015

TO: Honorable Mayor and Council Members
Dennis Burn, City Administrator, Jackie Lee, Interim City Administrator

FROM: Linda Harding, City Accountant

SUBJECT: Accounting Department Report May, 2015

April Financial Notes: As of April 30th 98% of budgeted amount of Ad Valorem Tax has been collected. Ellis County Appraisal District reports \$71,664.01 as the balance to collect.
The May reports will reflect the Fiscal Year 14-15 Mid-Year Budget changes.

Highlights of special projects:

Mid-year budget review began March 9th, 2015

Met with Department Directors and Interim City Administrator to go over the needs of each department. Directors explained in detail their department budget.

Analyzed revenue and expense accounts for necessary budgetary changes, keeping in close contact with Department Directors and Interim City Administrator as Mid-Year budget was developed.
Prepared the Mid-Year budget. Submitted to Interim City Administrator for review.

Sewer rate and Trinity River Authority

Collected 3 month sewer averaging, created revenue and cost projections using various rates base rates. Presented with report are current fiscal year revenue and expenses, along with cost associated with decrease of base rate. Completed various reports on fees based on information acquired from ordinances, resolutions.

FY 2015-2016 Budget Calendar

Developed Budget Calendar for the FY 2015-2016 budget process.

Council reports, A/P, P/R, A/R, EOM reports, various accounting obligations

Currently under review or development

- a. Park Impact fee purpose and compliance of fund distribution.
- b. Working on a Department Budget Development Program to include a Policy and Procedure for Vehicle and Equipment Replacement Program, which will include an Equipment Evaluation Form, to assess the condition of vehicles.
- c. Following changes that will affect the Ad Valorem Tax. – Preliminary Values Update as of 5/6/2015 – 260,735,777.00

Misc.

Examining the various funds, ordinances, resolutions.

Studying the Budget Handbook and Manual and Truth in Taxation written by State Comptroller.
Attending the Texas Municipal League Budget Workshop June 12th.



DATE: June 8, 2015

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financial Statements Thru April 2015

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
Revenues				
4000100 · Taxes				
4000105 · Ad Valorem, Current	9,430	1,284,530	1,309,020	(24,490) 98%
4000110 · Ad Valorem, Delinquent	55	12,527	8,000	4,527 157%
4000113 · Interest/Penalties - Prop Tax	951	8,940	6,800	2,140 131%
4000120 · Sales Tax	10,869	91,356	198,200	(106,844) 46%
4000125 · Sales Tax - Street Improvement	2,717	22,839	49,100	(26,261) 47%
4000130 · Franchise Tax	124	31,784	150,000	(118,216) 21%
Total 4000100 · Taxes	24,147	1,451,976	1,721,120	(269,144) 84%
4000200 · Licenses and Permits				
4000208 · Building Permits				
4000210 · Residential Building Permits	11,437	61,338	60,000	1,338 102%
4000213 · Fire Inspection Permits	150	4,650	8,250	(3,600) 56%
4000214 · Misc Building Permits	1,383	9,791	11,000	(1,209) 89%
Total 4000208 · Building Permits	12,970	75,780	79,250	(3,470) 96%
4000230 · Plan Review Fee	2,942	13,437	12,000	1,437 112%
4000260 · Alarm Permits	294	1,229	2,400	(1,171) 51%
4000270 · Animal Tag Fees	288	1,332	2,000	(668) 67%
4000272 · Impound Fees	0	640	1,400	(760) 46%
4000290 · Misc Licenses and Permits	35	485	1,000	(515) 49%
Total 4000200 · Licenses and Permits	16,530	92,902	98,050	(5,148) 95%
4000400 · Charges for Services				
4000325 · ESD #2	0	112,050	160,000	(47,950) 70%
4000330 · ESD #4	0	6,248	18,745	(12,497) 33%
4000411 · Copies and Maps	0	20	100	(80) 20%
4000415 · Police Reports	0	12	150	(138) 8%
4000420 · Park Lights	0	1,000	350	650 286%
4000440 · Oak Leaf Animal Control	0	0	800	(800) 0%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
4000450 · Subdivision Fees		320	10,045	0	100%
4000480 · Solid Waste (Garbage)		19,541	111,150	200,000	(88,850) 56%
4000490 · Misc Charges for Services		526	1,966	2,500	(534) 79%
Total 4000400 · Charges for Services		20,387	242,492	382,645	(140,153) 63%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue		52	572	400	172 143%
4000510 · Fines - Police		5,695	36,668	85,500	(48,832) 43%
4000520 · Fines - Animal Control		200	710	1,000	(290) 71%
4000525 · Fines - Code Enforcement		70	1,943	2,000	(57) 97%
4000550 · Municipal Court Technology		140	777	0	777 100%
4000551 · Municipal Court Security		105	583	0	583 100%
4000590 · Misc Fines and Forfeitures		0	0	400	(400) 0%
Total 4000500 · Fines and Forfeitures		6,261	41,253	89,300	(48,047) 46%
4000800 · Other Revenue					
4000810 · Heritage Day		0	1,085	9,000	(7,915) 12%
4000818 · Lease Proceeds		0	1,164	1,165	(1) 100%
4000820 · Water Tower Lease		6,272	60,341	92,000	(31,659) 66%
4000840 · Interest Earned		536	3,462	5,500	(2,038) 63%
4000870 · Insurance Proceeds		0	326	0	326 100%
4000885 · Proceeds from Sale of Assets		0	84,630	0	84,630 100%
4000887 · HOA Revenue		249	1,264	1,015	249 125%
4000890 · Misc Other Revenue		0	1,667	4,000	(2,333) 42%
Total 4000800 · Other Revenue		7,057	153,938	112,680	41,258 137%
4000900 · Transfers In					
4000925 · Admin.Rev. received from 4B-EDC		0	1,250	2,500	(1,250) 50%
4000930 · Admin. Rev. Rec. From W&S Fund		0	62,681	125,361	(62,681) 50%
4000940 · Admin.Rev. Rec. from MDD Fund		0	250	500	(250) 50%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
				Thru April
4000990 - Reduction in Fund Balance	0	0	163,300	(163,300) 0%
Total Revenues	74,382	2,046,741	2,695,456	(648,715) 76%
Gross Resources	74,382	2,046,741	2,695,456	(648,715) 76%
Expenditures				
10 - Administration				
5101100 - Salaries & Wages				
5101110 - City Administrator	7,832	44,930	61,800	(16,870) 73%
5101115 - City Secretary	4,041	23,739	39,397	(15,658) 60%
5101117 - City Accountant	3,803	22,177	36,000	(13,823) 62%
5101120 - Admin. Support	2,288	13,442	21,653	(8,211) 62%
5101180 - Merit Raises, Staff	0	0	4,800	(4,800) 0%
Total 5101100 - Salaries & Wages	17,964	104,289	163,650	(59,361) 64%
5101400 - Support Staff				
5101490 - Overtime	0	0	625	(625) 0%
Total 5101400 - Support Staff	0	0	625	(625) 0%
5102100 - Employee Benefits				
5102112 - Affordable Health Care Act Fee	0	0	4,000	(4,000) 0%
5102110 - Group Insurance	1,859	13,154	20,895	(7,741) 63%
5102135 - TMRS	906	8,627	15,000	(6,373) 58%
5102160 - Worker's Compensation	180	906	610	296 149%
5102170 - Payroll Taxes	143	1,626	3,140	(1,514) 52%
5102180 - Unemployment Taxes	4,653	7,267	1,000	6,267 727%
5102196 - Indiv. Membership Dues	0	175	1,500	(1,325) 12%
Total 5102100 - Employee Benefits	7,740	31,756	46,145	(14,389) 69%
5102200 - Special Services				
5102210 - Tax Assessing & Collecting Fees	0	1,553	1,570	(17) 99%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	58%
5102220 · Tax Appraisal Fee	0	13,737	14,000	(263)	98%
5102230 · Legal Fees	2,729	9,713	25,000	(15,287)	39%
5102240 · Audit	3,400	8,450	7,605	845	111%
5102250 · Accounting	990	1,646	2,000	(354)	82%
5102260 · Engineering Fees	0	622	1,000	(378)	62%
Total 5102200 · Special Services	7,119	35,720	51,175	(15,455)	70%
5102300 · Contractual Services					
5102310 · Consultant Fees	3,268	11,831	20,000	(8,169)	59%
Total 5102300 · Contractual Services	3,268	11,831	20,000	(8,169)	59%
5102500 · Operating Services					
5102530 · Custodial Service Contract	265	1,855	3,600	(1,745)	52%
Total 5102500 · Operating Services	265	1,855	3,600	(1,745)	52%
5102600 · Special Expenses					
5102610 · Election - Payroll	0	0	850	(850)	0%
5102620 · Election - Supplies	23	2,163	2,500	(337)	87%
5102630 · Election Meeting Expense	0	0	100	(100)	0%
5102650 · Codification Book Update	0	375	3,300	(2,925)	11%
Total 5102600 · Special Expenses	23	2,538	6,750	(4,212)	38%
5103100 · General Supplies					
5103110 · Office Supplies	1,708	6,097	6,000	97	102%
5103140 · Uniforms	-35	-35	250	(285)	(14%)
Total 5103100 · General Supplies	1,673	6,062	6,250	(188)	97%
5103400 · Maintenance Supplies / Parts					
5103410 · Supplies - Custodial	0	218	1,200	(982)	18%
5103440 · Maintenance Agreement Expense	0	0	400	(400)	0%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
			Budget	Budget	
	April 2015	Oct 2014 - Apr 2015			
5103460 · Miscellaneous	0	98	100	(2)	98%
Total 5103400 · Maintenance Supplies / Parts	0	316	1,700	(1,384)	19%
5104200 · Travel Expenses					
5104210 · Travel - Local	0	62	500	(438)	12%
5104220 · Professional Development	75	3,004	5,000	(1,996)	60%
5104222 · Professional Develop - Council	0	252	1,200	(948)	21%
5104225 · City Council Meal Expense	372	481	1,200	(719)	40%
5104230 · Professional Develop - In-House	0	0	200	(200)	0%
Total 5104200 · Travel Expenses	447	3,799	8,100	(4,301)	47%
5105200 · Data Processing Expenses					
5105230 · Data Proc-Maintenance & Repair	170	4,412	6,000	(1,588)	74%
5105240 · Data Processing - Software	1,805	5,872	10,000	(4,128)	59%
Total 5105200 · Data Processing Expenses	1,976	10,284	16,000	(5,716)	64%
5105300 · Printing Expense					
5105310 · Copier Expense	440	3,016	3,300	(284)	91%
5105320 · Printing - Newsletters	705	1,488	4,400	(2,912)	34%
5105330 · Printing - Forms	145	507	1,000	(493)	51%
5105350 · Printing - Other	0	437	500	(64)	87%
Total 5105300 · Printing Expense	1,291	5,448	9,200	(3,752)	59%
5105400 · Utilities					
5105410 · Telephone	110	771	1,400	(629)	55%
5105415 · Cellular Phone	148	962	2,680	(1,718)	36%
5105417 · Internet	102	645	840	(195)	77%
5105420 · Wireless Cards	76	362	1,100	(738)	33%
5105450 · Electricity	303	2,160	4,635	(2,475)	47%
Total 5105400 · Utilities	738	4,901	10,655	(5,754)	46%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
			Budget	Thru April
5105500 · Repairs & Bldg Improvements				
5105520 · Repairs - Buildings	197	705	3,000	(2,295) 24%
5105540 · Repairs - Machinery & Equipment	0	416	500	(84) 83%
5105590 · Repairs - Other	0	145	500	(355) 29%
Total 5105500 · Repairs & Bldg Improvements	197	1,266	4,000	(2,734) 32%
5105600 · Insurance				
5105610 · Insurance - Property	274	760	1,250	(490) 61%
5105620 · Insurance - Liability	267	800	1,067	(267) 75%
5105630 · Insurance - Fidelity Bond	0	300	300	0 100%
5105635 · Public Officials Surety Bonds	0	0	900	(900) 0%
Total 5105600 · Insurance	541	1,860	3,517	(1,657) 53%
5105700 · Other Expenses				
5105705 · Postage	691	3,912	5,000	(1,088) 78%
5105710 · Cash - Over/Short	0	0	10	(10) 0%
5105725 · Records Management Expense	0	0	300	(300) 0%
5105730 · City - Memberships	0	1,740	2,100	(360) 83%
5105740 · Legal Notices/Advertisement	149	5,610	4,000	1,610 140%
5105752 · Employment Screening	67	67	400	(334) 17%
5105760 · Bank Service Charge	0	-25	25	(50) (100%)
5105764 · Filing Fees	0	146	500	(354) 29%
5105765 · Miscellaneous	0	1,058	2,000	(942) 53%
Total 5105700 · Other Expenses	907	12,507	14,335	(1,828) 87%
5106400 · Minor Capital Outlay				
5106440 · Machinery & Equipment	0	0	2,000	(2,000) 0%
5106465 · Furniture	0	0	1,000	(1,000) 0%
Total 5109000 · Reserves	0	30,000	64,469	(34,469) 47%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
			Budget	Budget
Total 10 - Administration	44,148	264,432	433,171	(168,739) 61%
20 - Police				
5201100 - Salaries & Wages				
5201120 - Police Chief	5,208	39,058	65,728	(26,670) 59%
5201143 - Command Staff	4,110	30,825	51,873	(21,048) 59%
5201150 - Certification Pay	185	1,385	2,400	(1,016) 58%
5201180 - Merit Raises - Staff	0	0	3,528	(3,528) 0%
Total 5201100 - Salaries & Wages	9,502	71,267	123,529	(52,262) 58%
5201400 - Support Salaries				
5201405 - Support Staff	1,842	13,812	23,234	(9,422) 59%
5201410 - Patrol	20,772	146,254	276,800	(130,546) 53%
5201415 - Certification Pay	69	554	5,100	(4,546) 11%
5201480 - Merit Raises	0	0	8,700	(8,700) 0%
5201490 - Overtime	221	6,799	7,200	(401) 94%
Total 5201400 - Support Salaries	22,905	167,419	321,034	(153,615) 52%
5202100 - Employee Benefits				
5202110 - Group Insurance	5,391	34,193	69,460	(35,267) 49%
5202135 - TMRS	2,772	17,822	27,000	(9,178) 66%
5202160 - Worker's Compensation	2,127	6,451	8,650	(2,199) 75%
5202170 - Payroll Taxes	552	3,868	7,400	(3,532) 52%
5202196 - Membership Dues	0	255	315	(60) 81%
Total 5202100 - Employee Benefits	10,842	62,590	112,825	(50,235) 55%
5202300 - Contractual Services				
5202355 - Contract Labor - Individual	0	80	500	(420) 16%
5202356 - Gingerbread House	0	1,000	1,000	0 100%
5202380 - Dispatch	6,938	13,875	13,875	0 100%
5202385 - Jail Expense	0	1,000	1,000	0 100%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date		\$ Over (Under)	% of Budget Thru April
		April 2015	Oct 2014 - Apr 2015		
			Budget	58%	
5202390 - Special Response Team		0	0	1,000	(1,000) 0%
5202395 - Contractual Services Other		0	0	1,000	(1,000) 0%
Total 5202300 - Contractual Services		6,938	15,955	18,375	(2,420) 87%
5202500 - Operating Services					
5202540 - Computer Maintenance		75	206	700	(494) 29%
5202560 - Internet Subscriptions		0	0	1,350	(1,350) 0%
Total 5202500 - Operating Services		75	206	2,050	(1,844) 10%
5202600 - Special Expenses					
5202675 - National Night Out		0	419	500	(81) 84%
Total 5202600 - Special Expenses		0	419	500	(81) 84%
5203100 - General Supplies					
5203110 - Office Supplies		0	868	1,500	(632) 58%
5203140 - Uniforms		229	2,981	3,500	(519) 85%
5203170 - Evidence Gathering		0	198	700	(502) 28%
Total 5203100 - General Supplies		229	4,047	5,700	(1,653) 71%
5203400 - Maintenance Supplies & Parts					
5203410 - Supplies - Custodial		69	445	600	(155) 74%
Total 5203400 - Maintenance Supplies & Parts		69	445	600	(155) 74%
5204200 - Travel Expenses					
5204210 - Travel - Local		0	0	300	(300) 0%
5204220 - Professional Development		0	706	2,000	(1,294) 35%
5204225 - Professional Dev - LEOSE		0	775	1,165	(390) 67%
5204270 - Vehicle Expenses		1,665	11,888	24,000	(12,112) 50%
Total 5204200 - Travel Expenses		1,665	13,369	27,465	(14,096) 49%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Thru April
			Budget	58%
5205200 · Data Processing Expenses				
5205220 · Data Proc - Equipment Rental	0	0	400	(400) 0%
5205240 · Data Processing - Software	0	16,638	17,500	(862) 95%
Total 5205200 · Data Processing Expenses	0	16,638	17,900	(1,262) 93%
5205300 · Printing Expenses				
5205310 · Copier Expense	110	601	1,500	(899) 40%
5205330 · Printing - Forms	0	45	300	(255) 15%
5205350 · Printing - Other	17	75	400	(325) 19%
Total 5205300 · Printing Expenses	127	722	2,200	(1,478) 33%
5205400 · Utilities				
5205410 · Telephone	110	788	1,600	(812) 49%
5205415 · Cellular Phone	116	814	1,350	(536) 60%
5205417 · Internet - PD	102	679	1,475	(796) 46%
5205420 · Wireless Cards	228	1,596	2,350	(754) 68%
5205450 · Electricity	210	2,634	4,120	(1,486) 64%
Total 5205400 · Utilities	767	6,510	10,895	(4,385) 60%
5205500 · Repairs & Building Improvements				
5205520 · Repairs - Building	0	1,111	1,517	(406) 73%
5205540 · Repairs- Machinery & Equipment	0	283	1,200	(917) 24%
5205550 · Repairs - Vehicles	6	3,681	7,500	(3,819) 49%
Total 5205500 · Repairs & Building Improvements	6	5,075	10,217	(5,142) 50%
5205600 · Insurance				
5205610 · Insurance - Property	408	1,223	1,641	(418) 75%
5205620 · Insurance - Liability	1,284	3,851	5,140	(1,290) 75%
5205640 · Insurance - Vehicle	592	1,775	2,400	(626) 74%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
			Budget	Budget	
	April 2015	Oct 2014 - Apr 2015			
Total 5205600 · Insurance		2,283	6,848	9,181	(2,333) 75%
5205700 · Other Expenses					
5205742 · Public Relations	0	0	200	(200)	0%
5205752 · Employment Screening	0	360	1,000	(640)	36%
5205765 · Miscellaneous	0	1,105	1,619	(514)	68%
Total 5205700 · Other Expenses	0	1,466	2,819	(1,354)	52%
5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment	0	1,753	1,150	603	152%
5206445 · Personal Protective Equipment	0	840	2,000	(1,160)	42%
Total 5206400 · Minor Capital Outlay	0	2,593	3,150	(557)	82%
Total 20 · Police	55,406	375,568	668,440	(292,872)	56%
25 · Municipal Court					
5251100 · Salaries & Wages					
5251140 · Municipal Judge	440	3,080	6,000	(2,920)	51%
Total 5251100 · Salaries & Wages	440	3,080	6,000	(2,920)	51%
5251400 · Support Staff					
5251405 · Support Staff	2,515	18,864	31,740	(12,876)	59%
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	877	3,846	8,500	(4,654)	45%
5251480 · Merit Raises	0	0	952	(952)	0%
5251490 · Overtime	0	29	1,400	(1,371)	2%
Total 5251400 · Support Staff	3,392	22,739	42,792	(20,053)	53%
5252100 · Employee Benefits					
5252110 · Group Insurance	630	3,785	6,950	(3,165)	54%
5252135 · TMRS	225	1,445	2,200	(755)	66%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
			Budget	Budget	
	April 2015	Oct 2014 - Apr 2015			
5252160 - Worker's Compensation	0	-110	120	(230)	(92%)
5252170 - Payroll Taxes	36	274	475	(201)	58%
5252196 - Membership Dues	0	0	25	(25)	0%
Total 5252100 - Employee Benefits	891	5,393	9,770	(4,377)	55%
5252300 - Contractual Services					
5252375 - Traffic Fines	0	11,647	32,000	(20,353)	36%
Total 5252300 - Contractual Services	0	11,647	32,000	(20,353)	36%
5252500 - Operating Services					
5252540 - Computer Maintenance	0	0	75	(75)	0%
Total 5252500 - Operating Services	0	0	75	(75)	0%
5253100 - General Supplies					
5253110 - Office Supplies	0	0	150	(150)	0%
5253140 - Uniforms	0	0	50	(50)	0%
Total 5253100 - General Supplies	0	0	200	(200)	0%
5254200 - Travel Expenses					
5254210 - Travel - Local	0	0	25	(25)	0%
Total 5254200 - Travel Expenses	0	0	25	(25)	0%
5255200 - Data Processing Expenses					
5255240 - Data Processing - SW Maint.	0	0	1,860	(1,860)	0%
Total 5255200 - Data Processing Expenses	0	0	1,860	(1,860)	0%
5255300 - Printing Expense					
5255350 - Printing - Other	0	179	800	(621)	22%
Total 5255300 - Printing Expense	0	179	800	(621)	22%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
5255600 · Insurance				
5255620 · Insurance - Liability	79	236	315	(79) 75%
Total 5255600 · Insurance	79	236	315	(79) 75%
5255700 · Other Expenses				
5255765 · Miscellaneous	0	0	100	(100) 0%
5255768 · Collection Agency Fees	604	1,810	1,400	410 129%
5255770 · Warrant Fee State Comptroller	0	0	900	(900) 0%
5255772 · Warrant Fee - Omni	144	598	400	198 150%
Total 5255700 · Other Expenses	748	2,408	2,800	(392) 86%
Total 25 · Municipal Court	5,550	45,682	96,637	(50,955) 47%
30 · Fire				
5301100 · Salaries & Wages				
5301125 · Fire Chief	2,400	22,167	41,375	(19,208) 54%
5301140 · Fire Captains	3,025	28,549	100,723	(72,174) 28%
5301180 · Merit Raises - Staff	0	0	4,263	(4,263) 0%
Total 5301100 · Salaries & Wages	5,425	50,717	146,361	(95,644) 35%
5301400 · Support Salaries				
5301440 · Firefighters	20,462	152,747	223,060	(70,313) 68%
5301480 · Merit Raises	0	0	6,692	(6,692) 0%
5301485 · Volunteer Incentive Program	1,270	10,828	15,600	(4,772) 69%
Total 5301400 · Support Salaries	21,732	163,574	245,352	(81,778) 67%
5302100 · Employee Benefits				
5302135 · TMRS	0	805	2,000	(1,195) 40%
5302137 · Volunteer Retirement	0	324	500	(176) 65%
5302160 · Worker's Compensation	2,070	1,553	8,350	(6,797) 19%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5302170 · Payroll Taxes	1,980	14,858	27,000	(12,142)	55%
5302196 · Membership Dues	0	745	1,900	(1,155)	39%
Total 5302100 · Employee Benefits	4,051	18,285	39,750	(21,465)	46%
5302300 · Contractual Services					
5302310 · Consultant Fees	0	0	1,500	(1,500)	0%
5302380 · Dispatch	7,308	14,615	14,615	0	100%
5302385 · Emergency Transport Service	15,890	47,669	66,257	(18,588)	72%
Total 5302300 · Contractual Services	23,197	62,284	82,372	(20,088)	76%
5302500 · Operating Services					
5302510 · Maintenance Agreements	0	1,711	11,705	(9,994)	15%
5302540 · Computer Maintenance	0	75	1,500	(1,425)	5%
5302570 · Warning System Maintenance	0	0	780	(780)	0%
5302580 · Generator Maintenance	0	0	2,120	(2,120)	0%
Total 5302500 · Operating Services	0	1,786	16,105	(14,319)	11%
5302600 · Special Expenses					
5302675 · National Night Out	0	253	253	(0)	100%
Total 5302600 · Special Expenses	0	253	253	(0)	100%
5303100 · General Supplies					
5303110 · Office Supplies	0	348	1,600	(1,252)	22%
5303140 · Uniforms	0	3,050	5,000	(1,950)	61%
5303160 · Medical Supplies	262	3,695	5,000	(1,305)	74%
5303165 · Medical Support	0	56	500	(444)	11%
5303170 · Evidence Gathering	0	0	50	(50)	0%
5303175 · Education Aids	0	0	50	(50)	0%
Total 5303100 · General Supplies	262	7,149	12,200	(5,051)	59%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Thru April
			Budget	58%
5303400 · Maintenance Supplies & Parts				
5303410 · Supplies - Custodial	150	1,511	2,200	(689) 69%
5303420 · Building Alarm Maintenance	0	420	420	0 100%
Total 5303400 · Maintenance Supplies & Parts	150	1,931	2,620	(689) 74%
5304200 · Travel Expenses				
5304220 · Professional Development	145	498	1,300	(802) 38%
5304270 · Vehicle Expenses	425	7,545	10,000	(2,455) 75%
Total 5304200 · Travel Expenses	570	8,043	11,300	(3,257) 71%
5305200 · Data Processing Expenses				
5305230 · Data Proc-Maintenance & Repair	0	38	1,000	(963) 4%
5305240 · Data Processing - Software	0	2,916	2,850	66 102%
Total 5305200 · Data Processing Expenses	0	2,953	3,850	(897) 77%
5305300 · Printing Expense				
5305310 · Copier Expense	221	1,822	3,100	(1,278) 59%
5305330 · Printing - Forms	0	17	100	(83) 17%
Total 5305300 · Printing Expense	221	1,840	3,200	(1,360) 57%
5305400 · Utilities				
5305410 · Telephone	221	1,569	2,350	(781) 67%
5305415 · Cellular Phone	75	300	525	(225) 57%
5305417 · Internet - Fire Dept.	406	2,848	3,600	(752) 79%
5305430 · Natural Gas	57	1,547	2,400	(853) 64%
5305450 · Electricity	397	2,828	5,562	(2,734) 51%
Total 5305400 · Utilities	1,155	9,093	14,437	(5,344) 63%
5305500 · Repairs & Bldg Improvements				
5305520 · Repairs - Building	0	1,356	2,800	(1,444) 48%
5305540 · Repairs - Machinery & Equipment	899	4,987	19,000	(14,014) 26%

City of Ovilla General Fund
Actual vs Budget Review
 October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5305545 · Repairs - Apparatus		3,528	7,865	12,000	(4,135) 66%
5305550 · Repairs - Vehicles		61	3,053	3,500	(447) 87%
Total 5305500 · Repairs & Bldg Improvements		4,487	17,260	37,300	(20,040) 46%
5305600 · Insurance					
5305620 · Insurance - Liability		31	4,849	6,500	(1,651) 75%
5305640 · Insurance - Vehicle		2,535	7,279	10,200	(2,922) 71%
Total 5305600 · Insurance		2,566	12,127	16,700	(4,573) 73%
5305700 · Other Expenses					
5305705 · Postage		0	20	50	(30) 40%
5305752 · Employment Screening		16	48	165	(117) 29%
5305765 · Flags & Miscellaneous		0	85	100	(15) 85%
Total 5305700 · Other Expenses		16	153	315	(162) 49%
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment		0	2,141	10,300	(8,159) 21%
5306445 · Personal Protective Equipment		685	4,097	20,247	(16,151) 20%
Total 5306400 · Minor Capital Outlay		685	6,238	30,547	(24,309) 20%
Total 30 · Fire		64,515	363,686	662,662	(298,976) 55%
40 · Community Services					
5401100 · Salaries & Wages					
5401135 · ACO/Code Enforcement Officer		3,170	23,812	40,000	(16,188) 60%
5401180 · Merit Raises - Staff		0		1,200	(1,200) 0%
5401190 · Overtime		149	1,828	2,850	(1,022) 64%
Total 5401100 · Salaries & Wages		3,318	25,639	44,050	(18,411) 58%
5402100 · Employee Benefits					
5402110 · Group Insurance		350	2,450	6,960	(4,510) 35%
5402135 · TMRS		301	1,981	2,800	(819) 71%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5402160 · Worker's Compensation	60	216	245	(29)	88%
5402170 · Payroll Taxes	54	412	600	(188)	69%
5402190 · License	0	150	625	(475)	24%
Total 5402100 · Employee Benefits	764	5,210	11,230	(6,020)	46%
5402300 · Contractual Services					
5402315 · Contract Building Inspections	7,956	40,545	46,800	(6,255)	87%
5402370 · Impound Fees	0	1,150	1,400	(250)	82%
Total 5402300 · Contractual Services	7,956	41,695	48,200	(6,505)	87%
5402600 · Special Expenses					
5402680 · Environmental Testing	0	500	2,300	(1,800)	22%
5402685 · Clean up Day	0	0	100	(100)	0%
Total 5402600 · Special Expenses	0	500	2,400	(1,900)	21%
5403100 · General Supplies					
5403110 · Office Supplies	0	0	50	(50)	0%
5403120 · Animal Care	0	51	150	(99)	34%
5403122 · Pet Supplies	20	241	500	(259)	48%
5403140 · Uniforms	0	285	350	(65)	81%
Total 5403100 · General Supplies	20	576	1,050	(474)	55%
5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	90	187	100	87	187%
Total 5403400 · Maintenance Supplies & Parts	90	187	100	87	187%
5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	25	(25)	0%
5404220 · Professional Development	0	0	200	(200)	0%
5404270 · Vehicle Expenses	1,361	1,994	2,200	(206)	91%
Total 5404200 · Travel Expenses	1,361	1,994	2,425	(431)	82%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Thru April
			Budget	58%
5405200 · Data Processing Expenses				
5405230 · Data Proc-Maintenance & Repairs	0	0	1,080	(1,080) 0%
Total 5405200 · Data Processing Expenses	0	0	1,080	(1,080) 0%
5405300 · Printing Expense				
5405330 · Printing - Forms	0	0	150	(150) 0%
Total 5405300 · Printing Expense	0	0	150	(150) 0%
5405400 · Utilities				
5405415 · Cellular Phone	79	556	560	6 101%
Total 5405400 · Utilities	79	556	550	6 101%
5405600 · Insurance				
5405610 · Insurance - Property	2	6	8	(2) 75%
5405620 · Insurance - Liability	53	159	215	(56) 74%
5405640 · Insurance - Vehicle	66	197	300	(103) 66%
Total 5405600 · Insurance	121	362	523	(161) 69%
5405700 · Other Expenses				
5405765 · Miscellaneous	47	77	100	(23) 77%
Total 5405700 · Other Expenses	47	77	100	(23) 77%
5406400 · Minor Capital Outlay				
5406440 · Machinery & Equipment	215	273	2,700	(2,427) 10%
Total 5406400 · Minor Capital Outlay	215	273	2,700	(2,427) 10%
Total 40 · Community Services	13,971	77,070	114,558	(37,488) 67%
45 · Solid Waste				
5455400 · Utilities				
5455465 · Solidwaste Pickup (Garbage)	16,692	116,844	204,661	(87,817) 57%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
Total 5455400 - Utilities	16,692	116,844	204,661	(87,817) 58%
Total 45 - Solid Waste	16,692	116,844	204,661	(87,817) 57%
50 - Streets				
5501400 - Support Staff				
5501415 - Maintenance Crew	1,906	14,239	24,044	(9,805) 59%
5501480 - Merit Raises	0	0	721	(721) 0%
5501490 - Overtime	36	733	1,575	(842) 47%
5501500 - Streets - On Call	50	350	700	(350) 50%
Total 5501400 - Support Staff	1,991	15,322	27,040	(11,718) 57%
5502100 - Employee Benefits				
5502110 - Group Insurance	630	3,785	6,960	(3,175) 54%
5502135 - TMRS	178	1,175	1,700	(525) 69%
5502160 - Worker's Compensation	330	746	1,340	(594) 56%
5502170 - Payroll Taxes	28	217	360	(143) 60%
5502190 - License	0	0	122	(122) 0%
Total 5502100 - Employee Benefits	1,167	5,922	10,482	(4,560) 56%
5502200 - Special Services				
5502280 - NCTCOG- SWMP Fees	0	1,556	6,400	(4,844) 24%
Total 5502200 - Special Services	0	1,556	6,400	(4,844) 24%
5502600 - Special Expenses				
5502620 - Emergency Clean Up	0	0	2,250	(2,250) 0%
Total 5502600 - Special Expenses	0	0	2,250	(2,250) 0%
5503100 - General Supplies				
5503110 - Office Supplies	0	0	100	(100) 0%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5503140 · Uniforms	0	425	500	(75)	85%
Total 5503100 · General Supplies	0	425	600	(175)	71%
5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	1,169	2,000	(831)	58%
5503460 · Miscellaneous	0	0	300	(300)	0%
Total 5503400 · Maintenance Supplies & Parts	0	1,169	2,800	(1,631)	42%
5504200 · Travel Expenses					
5504220 · Professional Development	0	24	500	(476)	5%
5504270 · Vehicle Expenses	220	1,082	6,500	(5,418)	17%
Total 5504200 · Travel Expenses	220	1,106	7,000	(5,894)	16%
5505300 · Printing Expense					
5505350 · Printing - Other	0	311	350	(39)	89%
Total 5505300 · Printing Expense	0	311	350	(39)	89%
5505400 · Utilities					
5505450 · Electricity	3,168	25,798	45,000	(19,202)	57%
Total 5505400 · Utilities	3,168	25,798	45,000	(19,202)	57%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	7	132	3,500	(3,368)	4%
5505550 · Repairs - Vehicles	66	752	2,400	(1,648)	31%
5505560 · Repairs -Street Maint.& Repairs	3,209	8,124	50,000	(41,876)	16%
5505565 · Repairs - Infrastruct Drainage	0	39	3,000	(2,961)	1%
5505590 · Repairs - Other	0	0	1,500	(1,500)	0%
Total 5505500 · Repairs & Bldg Improvements	3,281	9,048	60,900	(51,852)	15%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
5505600 · Insurance				
5505620 · Insurance - Liability	285	854	1,140	(287) 75%
5505640 · Insurance - Vehicle	802	2,669	3,460	(791) 77%
Total 5505600 · Insurance	1,086	3,522	4,600	(1,078) 77%
5505700 · Other Expenses				
5505752 · Employment Screening	0	5	150	(145) 3%
Total 5505700 · Other Expenses	0	5	150	(145) 3%
5506400 · Minor Capital Outlay				
5506440 · Machinery & Equipment	0	430	3,000	(2,570) 14%
5506445 · Personal Protective Equipment	0	0	300	(300) 0%
5506490 · Other	0	0	850	(850) 0%
Total 5506400 · Minor Capital Outlay	0	430	4,150	(3,720) 10%
5507400 · Capitalized Assets				
5507440 · Machinery & Equipment	0	0	7,000	(7,000) 0%
5507460 · Infrastructure	0	7,500	313,200	(305,700) 2%
Total 5507400 · Capitalized Assets	0	7,500	320,200	(312,700) 2%
Total 50 · Streets	10,913	72,114	491,922	(419,808) 15%
60 · Parks				
5602400 · Rentals				
5602490 · Rental - Other	210	1,677	2,900	(1,223) 58%
Total 5602400 · Rentals	210	1,677	2,900	(1,223) 58%
5602600 · Special Expenses				
5602680 · Heritage Day	283	752	8,000	(7,248) 9%

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
Total 5602600 · Special Expenses		283	752	8,000	(7,248) 9%
5603400 · Maintenance Supplies & Parts					
5603460 · Miscellaneous		0	0	300	(300) 0%
Total 5603400 · Maintenance Supplies & Parts		0	0	300	(300) 0%
5605400 · Utilities					
5605450 · Electricity		661	4,478	8,300	(3,822) 54%
Total 5605400 · Utilities		661	4,478	8,300	(3,822) 54%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building		0	0	250	(250) 0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS		0	1,392	1,000	392 139%
Total 5605500 · Repairs & Bldg Improvements		0	1,392	1,250	142 111%
5605600 · Insurance					
5605610 · Insurance - Property		28	85	115	(30) 74%
5605620 · Insurance - Liability		120	361	500	(139) 72%
5605640 · Insurance - Vehicle		55	166	240	(74) 69%
Total 5605600 · Insurance		204	611	855	(244) 71%
5605700 · Other Expenses					
5605765 · Miscellaneous		150	251	300	(49) 84%
Total 5605700 · Other Expenses		150	251	300	(49) 84%
5606400 · Minor Capital Outlay					
5606410 · Land Improvements		305	305	500	(195) 61%
5606440 · Machinery & Equipment		98	220	500	(280) 44%
Total 5606400 · Minor Capital Outlay		403	524	1,000	(476) 52%
5607400 · Capitalized Assets					

City of Ovilla General Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
	Budget	Thru April		
5607440 · Machinery & Equipment	0	90	500	(410) 18%
Total 5607400 · Capitalized Assets	0	90	500	(410) 18%
 Total 60 · Parks	 1,909	 9,776	 23,405	 (13,629) 42%
Total Expenditures	213,103	1,325,172	2,695,456	(1,370,284) 49%
Net Change in Fund Balance	-138,722	721,569	0	721,569 100%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		Thru April
			Budget	58%
Resources				
4000400 - Charges for Services				
4000460 - Water Sales	37,654	464,707	930,000	(465,293) 50%
4000461 - Sewer Service	42,394	228,113	391,569	(163,456) 58%
4000465 - Water & Sewer Penalties	1,308	11,717	18,000	(6,283) 65%
4000471 - Reconnect Fees	479	3,227	5,000	(1,773) 65%
4000472 - Meters	575	2,775	1,000	1,775 278%
4000473 - Connect Fees	1,000	2,438	2,000	438 122%
4000478 - Infrastructure Improvement Fee	5,683	34,854	60,000	(25,146) 58%
4000480-Solid Waste Fees (Garbage)	1,208	0	0	0 0%
Total 4000400 - Charges for Services	90,303	747,831	1,407,569	(659,738) 53%
4000800 - Other Revenue				
4000880 - Capital Rec Fee	8,750	40,000	37,500	2,500 107%
4000840 - Interest Earned	253	1,800	2,600	(800) 69%
4000890 - Misc Other Revenue	0	1,500	1,000	500 150%
Total 4000800 - Other Revenue	9,003	43,300	41,100	2,200 105%
Total Resources	99,305	791,131	1,448,669	(657,538) 55%
Expense				
70 - Administration				
5701100 - Salaries & Wages				
5701110 - City Administrator	0	12,366	20,600	(8,234) 60%
5701115 - City Secretary	0	6,566	13,133	(6,567) 50%
5701117 - Finance Accountant	0	6,125	12,000	(5,875) 51%
5701120 - Part Time Admin. Support	0	3,718	7,218	(3,500) 52%
5701130 - Public Works Director	4,030	30,224	50,862	(20,638) 59%
5701180 - Merit Raises, Staff	0	0	3,200	(3,200) 0%
Total 5701100 - Salaries & Wages	4,030	58,999	107,013	(48,014) 55%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5702100 · Employee Benefits					
5702110 · Group Insurance	630	3,785	6,960	(3,175)	54%
5702135 · TMRS	364	2,337	3,400	(1,063)	69%
5702170 · Payroll Taxes	58	438	780	(342)	56%
Total 5702100 · Employee Benefits	1,053	6,560	11,140	(4,580)	59%
5702200 · Special Services					
5702230 · Legal Fees	0	0	1,000	(1,000)	0%
5702240 · Audit	3,400	8,450	5,780	2,670	146%
5702250 · Accounting	0	107	1,000	(893)	11%
Total 5702200 · Special Services	3,400	8,557	7,780	777	110%
5702300 · Contractual Services /Personnel					
5702310 · Consultant Fees	0	3,175	3,500	(325)	91%
Total 5702300 · Contractual Services /Personnel	0	3,175	3,500	(325)	91%
5703100 · General Supplies					
5703110 · Office Supplies	0	657	700	(43)	94%
Total 5703100 · General Supplies	0	657	700	(43)	94%
5703400 · Maintenance Supplies / Parts					
5703410 · Supplies - Custodial	0	0	200	(200)	0%
Total 5703400 · Maintenance Supplies / Parts	0	0	200	(200)	0%
5704200 · Travel Expenses					
5704210 · Travel - Local	0	164	200	(36)	82%
5704220 · Professional Development	235	581	750	(169)	77%
Total 5704200 · Travel Expenses	235	745	950	(205)	78%
5705200 · Data Processing Expenses					

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
			Budget	Budget	
	April 2015	Oct 2014 - Apr 2015			
5705240 · Data Processing - Software	0	0	400	(400)	0%
Total 5705200 · Data Processing Expenses	0	0	400	(400)	0%
5705300 · Printing Expense					
5705350 · Printing - Other	0	0	250	(250)	0%
Total 5705300 · Printing Expense	0	0	250	(250)	0%
5705400 · Utilities					
5705410 · Telephone	110	771	1,350	(579)	57%
5705415 · Cellular Phone	74	521	450	71	116%
5705417 · Internet	102	645	825	(180)	78%
Total 5705400 · Utilities	286	1,937	2,625	(688)	74%
5705700 · Other Expenses					
5705705 · Postage	720	5,326	6,600	(1,274)	81%
5705740 · Advertising	0	0	300	(300)	0%
5705760 · Bank Service Charge	30	(45)	200	(245)	(22%)
5705765 · Miscellaneous	0	0	100	(100)	0%
5705775 · Credit Card Transaction Fee	74	673	3,000	(2,327)	22%
Total 5705700 · Other Expenses	824	5,955	10,200	(4,245)	58%
5706400 · Minor Capital Outlay					
5706440 · Machinery & Equipment	0	0	500	(500)	0%
Total 5706400 · Minor Capital Outlay	0	0	500	(500)	0%
5709000 · Reserve					
5708215 · Admin. Exp. to General Fund	0	62,681	125,361	(62,681)	50%
5709002 · Capital Improv. Water Reserve	0	0	16,730	(16,730)	0%
5709003 · Capital Improv. Sewer Reserve	0	0	23,400	(23,400)	0%
5709010 · Administrative Reserves	0	0	5,700	(5,700)	0%
Total 5709000 · Reserve	0	62,681	171,191	(108,511)	37%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget Thru April
			April 2015	Oct 2014 - Apr 2015	
				Budget	58%
Total 70 - Administration	9,828	149,265	316,449	(167,184)	47%
75 - Water					
5751100 - Salaries & Wages					
5751133 - Superintendent	3,154	23,654	42,000	(18,346)	56%
5751180 - Merit Raises - Staff	0	0	1,260	(1,260)	0%
Total 5751100 - Salaries & Wages	3,154	23,654	43,260	(19,606)	55%
5751400 - Support Salaries					
5751405 - Support Staff	3,152	17,757	29,702	(11,945)	60%
5751415 - Maintenance Crew	15,796	32,153	51,350	(19,197)	63%
5751430 - Seasonal Crew	0	0	3,000	(3,000)	0%
5751450 - Certification Pay	69	519	1,200	(681)	43%
5751480 - Merit Raises	0	0	2,432	(2,432)	0%
5751490 - Overtime	927	1,207	4,000	(2,793)	30%
5751500 - Water - On Call	300	350	1,000	(650)	35%
Total 5751400 - Support Salaries	20,244	51,986	92,684	(40,698)	56%
5752100 - Employee Benefits					
5752110 - Group Insurance	1,960	11,069	26,010	(14,941)	43%
5752135 - TMRS	1,887	6,124	9,800	(3,676)	62%
5752160 - Worker's Compensation	683	1,976	3,150	(1,174)	63%
5752170 - Payroll Taxes	328	1,203	2,260	(1,057)	53%
5752190 - Licenses	0	111	222	(111)	50%
Total 5752100 - Employee Benefits	4,857	20,483	41,442	(20,959)	49%
5752300 - Contractual Services/Personnel					
5752350 - Contract Labor - Company	0	0	0	0	0%
5752380 - Dispatch	4,505	9,010	10,270	(1,260)	88%
Total 5752300 - Contractual Services/Personnel	4,505	9,010	10,270	(1,260)	88%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under) Budget	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget			
5752400 · Rentals				
5752420 · Rental - Machinery & Equipment	0	0	500	(500) 0%
Total 5752400 · Rentals	0	0	500	(500) 0%
5752500 · Operating Services				
5752580 · Water Testing	0	960	4,000	(3,040) 24%
5752590 · TCEQ Fees	0	2,634	3,000	(366) 88%
Total 5752500 · Operating Services	0	3,595	7,000	(3,405) 51%
5753100 · General Supplies				
5753140 · Uniforms	0	1,398	1,500	(102) 93%
Total 5753100 · General Supplies	0	1,398	1,500	(102) 93%
5753400 · Maintenance Supplies & Parts				
5753460 · Miscellaneous	45	130	300	(170) 43%
Total 5753400 · Maintenance Supplies & Parts	45	130	300	(170) 43%
5754200 · Travel Expenses				
5754220 · Professional Development	0	700	750	(50) 93%
5754270 · Vehicle Expenses	449	4,869	9,000	(4,131) 54%
Total 5754200 · Travel Expenses	449	5,569	9,750	(4,181) 57%
5755200 · Data Processing Expenses				
5755230 · Data Proc-Maintenance & Repairs	0	771	1,300	(529) 59%
5755240 · Data Processing - Software	0	3,434	4,200	(766) 82%
Total 5755200 · Data Processing Expenses	0	4,205	5,500	(1,295) 76%
5755300 · Printing Expenses				
5755310 · Copier Expense	0	0	2,700	(2,700) 0%
5755350 · Printing - Other	0	1,431	1,500	(69) 95%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	Thru April
					58%
Total 5755300 - Printing Expenses	0	1,431	4,200	(2,769)	34%
5755400 - Utilities					
5755415 - Cellular Phone	106	743	1,500	(757)	50%
5755450 - Electricity	2,229	15,828	22,660	(6,832)	70%
5755460 - Water, wholesale	16,578	162,574	360,500	(197,926)	45%
Total 5755400 - Utilities	18,913	179,146	384,660	(205,514)	47%
5755500 - Repairs & Building Improvements					
5755540 - Repairs- Machinery & Equipment	0	2,010	5,000	(2,990)	40%
5755550 - Repairs - Vehicles	33	742	2,000	(1,258)	37%
5755570 - Inventory Expense	605	4,381	10,000	(5,619)	44%
5755580 - Water Chemical Expense	447	4,788	8,000	(3,212)	60%
5755590 - Repairs - Other	0	2,498	3,000	(502)	83%
Total 5755500 - Repairs & Building Improvements	1,085	14,420	28,000	(13,580)	52%
5755600 - Insurance					
5755610 - Insurance - Property	661	1,982	2,643	(661)	75%
5755620 - Insurance - Liability	402	1,205	1,750	(545)	69%
5755640 - Insurance - Vehicle	154	462	1,600	(1,138)	29%
Total 5755600 - Insurance	1,217	3,650	5,993	(2,344)	61%
5755700 - Other Expenses					
5755752 - Employment Screening	0	0	300	(300)	0%
Total 5755700 - Other Expenses	0	0	300	(300)	0%
5756400 - Minor Capital Outlay					
5756440 - Machinery & Equipment	0	0	500	(500)	0%
5756490 - Other	0	0	500	(500)	0%
Total 5756400 - Minor Capital Outlay	0	0	1,000	(1,000)	0%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	Thru April
5757400 · Capitalized Assets					
5757440 · Machinery & Equipment	0	0	2,200	(2,200)	0%
5757450 · Vehicles	0	23,770	23,770	0	100%
5757470 · Infrastructure - Water	141	1,086	6,000	(4,914)	18%
Total 5757400 · Capitalized Assets	141	24,856	31,970	(7,114)	78%
5757900 · Long-Term Debt					
5758225 · Admin. Expense to Debt Fund	0	62,465	124,930	(62,465)	50%
Total 5757900 · Long-Term Debt	0	62,465	124,930	(62,465)	50%
Total 75 · Water	54,609	405,997	793,259	(387,262)	51%
80 · Sewer					
5801400 · Support Salaries					
5801405 · Support Staff	0	5,677	9,900	(4,223)	57%
5801415 · Maintenance Crew	(7,220)	32,678	55,702	(23,024)	59%
5801450 · Certification Pay	69	519	1,210	(691)	43%
5801480 · Merit Raises	0	0	1,968	(1,968)	0%
5801490 · Overtime	(576)	1,901	2,650	(749)	72%
5801600 · Sewer - On Call	(150)	500	1,150	(650)	43%
Total 5801400 · Support Salaries	(7,877)	41,275	72,580	(31,305)	57%
5802100 · Employee Benefits					
5802110 · Group Insurance	1,260	8,269	15,650	(7,381)	53%
5802135 · TMRS	(508)	2,692	3,900	(1,208)	69%
5802160 · Worker's Compensation-Sewer	683	1,976	2,730	(754)	72%
5802170 · Payroll Taxes	(107)	508	980	(472)	52%
5802190 · Licenses	0	111	222	(111)	50%
Total 5802100 · Employee Benefits	1,328	13,556	23,482	(9,926)	58%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015		
5802300 - Contractual Services/Personnel				
5802350 - Contract Labor - Company	0	1,500	2,000	(500) 75%
Total 5802300 - Contractual Services/Personnel	0	1,500	2,000	(500) 75%
5802500 - Operating Services				
5802515 - Sardis Collection Expense	1,249	4,376	2,500	1,876 175%
5802590 - TCEQ Fees - Sewer	0	0	100	(100) 0%
Total 5802500 - Operating Services	1,249	4,376	2,600	1,776 168%
5803100 - General Supplies				
5803140 - Uniforms	0	917	1,000	(83) 92%
Total 5803100 - General Supplies	0	917	1,000	(83) 92%
5803400 - Maintenance Supplies & Parts				
5803460 - Miscellaneous	0	0	500	(500) 0%
Total 5803400 - Maintenance Supplies & Parts	0	0	500	(500) 0%
5804200 - Travel Expenses				
5804220 - Professional Development	0	300	500	(200) 60%
5804270 - Vehicle Expense	186	630	1,500	(870) 42%
Total 5804200 - Travel Expenses	186	930	2,000	(1,070) 47%
5805400 - Utilities				
5805450 - Electricity	97	1,298	2,781	(1,483) 47%
5805463 - TRA Wastewater Treatment	38,877	107,282	216,000	(108,718) 50%
Total 5805400 - Utilities	38,974	108,580	218,781	(110,201) 50%
5805500 - Repairs & Bldg Improvements				
5805510 - Repairs - Land Improvements	0	28	300	(272) 9%
5805540 - Repairs - Machinery & Equipment	0	5,011	6,500	(1,489) 77%
5805570 - Inventory Expense	20	1,511	2,000	(489) 76%

Ovilla W&S Utility Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
5805590 · Repairs - Other	0	499	500	(1)	100%
Total 58055600 · Repairs & Bldg Improvements	20	7,048	9,300	(2,252)	76%
5805600 · Insurance					
5805610 · Insurance - Property	14	41	93	(52)	44%
5805620 · Insurance - Liability	93	278	375	(97)	74%
5805640 · Insurance - Vehicle	10	29	50	(22)	57%
Total 5805600 · Insurance	116	348	518	(170)	67%
5805700 · Other Expenses					
5805752 · Employment Screening	0	0	200	(200)	0%
Total 5805700 · Other Expenses	0	0	200	(200)	0%
5807400 · Capitalized Assets					
5807440 · Machinery & Equipment	0	5,973	6,000	(27)	100%
Total 5807400 · Capitalized Assets	0	5,973	6,000	(27)	100%
Total 80 · Sewer	33,997	184,504	338,961	(154,457)	54%
Total Expense	98,434	739,765	1,448,669	(708,904)	51%
Change in Net Position	871	51,366	0	51,366	100%

Ovilla Debt Service
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over		% of Budget
			(Under)	Budget	
	April 2015	Oct 2014 - Apr 2015	Budget	Thru April	
Revenues					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	3,003	407,456	415,211	(7,755)	98%
4000111 · Ad Valorem, Delinquent I & S	8	4,686	3,570	1,116	131%
4000114 · Interest/Penalties - I & S	497	3,454	2,844	610	121%
Total 4000100 · Taxes	3,508	415,595	421,625	(6,030)	99%
4000800 · Other Revenue					
4000840 · Interest Earned	72	274	770	(496)	36%
4000900 · Reduction of Reserve Fund Bal.	-	-	28,500	(28,500)	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	62,465	124,930	(62,465)	50%
Total 4000800 · Other Revenue	72	62,739	154,200	(91,461)	41%
Total Revenues	3,579	478,334	575,825	(97,491)	83%
Expenditures					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	-	-	500	(500)	0%
51579349 · 2011 Bond Issue Principle	-	-	365,000	(365,000)	0%
5157940 · 2011 Bond Issue Interest	-	105,563	210,325	(104,763)	50%
Total 5157900 · Long-Term Debt	-	105,563	575,825	(470,263)	18%
Total Expenditures	-	105,563	575,825	(470,263)	18%
Net Change in Fund Balance	3,579	372,772	-	372,772	100%

City of Ovilla Capital Projects Fund

Actual vs Budget Review

October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget	
			(Under)		
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	Thru April
Revenues					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	0	1	(1)	22%
4000850 · Interest Earned - Prosperity	21	151	255	(104)	59%
Total 4000800 · Other Revenue	21	151	256	(105)	59%
Total Revenues	21	151	256	(105)	59%
Expense					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	256	(256)	0%
Total 5879000 · Reserves	0	0	256	(256)	0%
Total Expense	0	0	256	(256)	0%
Change in Net Position	21	151	0	151	100%

Ovilla Park Impact Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	
Revenues					
4000400 · Charges for Services					
4000460 · Park Impact	335	7,359	10,000	(2,641)	74%
Total 4000400 · Charges for Services	335	7,359	10,000	(2,641)	74%
4000800 · Other Revenue					
4000840 · Interest Earned	9	52	45	7	116%
Total 4000800 · Other Revenue	9	52	45	7	116%
Total Revenues	344	7,412	10,045	(2,633)	74%
Expenditures					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	3,500	(3,500)	0%
Total 5607400 · Capitalized Assets	0	0	3,500	(3,500)	0%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	6,045	(6,045)	0%
Total 5609000 · Reserves	0	0	6,045	(6,045)	0%
Total Expenditures	0	0	10,045	(10,045)	0%
Net Change in Fund Balance	344	7,412	0	7,412	100%

Ovilla W&S Impact Fee Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	April 2015	Oct 2014 -Apr 2015	Budget	Budget	
Revenues					
4000400 · Charges for Services					
4000476 - Water Impact Fee	3,570	3,570	0	3,570	100%
4000477 - Sewer Impact Fee	9,380	21,530	2,610	18,920	825%
Total 4000400 · Charges for Services	12,950	25,100	2,610	22,490	962%
4000800 · Other Revenue					
4000840 - Interest Earned	13	87	195	(108)	45%
4000880 - Transfer In - Water Impact	0	0	73,505	(73,505)	0%
Total 4000800 · Other Revenue	13	87	73,700	(73,613)	0%
Total Revenues	12,963	25,187	76,310	(51,123)	33%
Expense					
5755500 - Repairs					
5755560 - Repairs - Water Lines	0	0	55,000	(55,000)	0%
5755500 - Repairs - Other	0	0	18,700	(18,700)	0%
Total 5859000 · Reserves	0	0	73,700	(73,700)	0%
5859000 · Reserves					
5859030 - Sewer Impact Fees Reserve	262	262	2,610	(2,348)	10%
Total 5859000 · Reserves	262	262	2,610	(2,348)	10%
Total Expense	262	262	76,310	(76,048)	0%
Change in Net Position	12,701	24,925	0	24,925	100%

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
Revenues				
4000100 · Taxes				
4000120 · Sales tax	5,435	45,678	98,500	(52,822) 46%
Total 4000100 · Taxes	5,435	45,678	98,500	(52,822) 46%
4000800 · Other Revenue				
4000840 · Interest Income	111	726	785	(59) 93%
Total 4000800 · Other Revenue	111	726	785	(59) 93%
Total Revenues	5,545	46,404	99,285	(52,881) 47%
Expenditures				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	0	1,600	(1,600) 0%
Total 8102200 · Special Services	0	0	2,100	(2,100) 0%
8102300 · Consultant Services				
8102310 · Consultant Fees	0	0	20,000	(20,000) 0%
Total 8102300 · Consultant Services	0	0	20,000	(20,000) 0%
8103100 · General Supplies	0			
8103110 · Office Supplies	0	0	100	(100) 0%
Total 8103100 · General Supplies	0	0	100	(100) 0%
8104200 · Travel Expense				
8104210 · Travel Expense	0	504	1,000	(496) 50%
8104220 · Professional Development	0	1,200	2,300	(1,100) 52%
Total 8104200 · Travel Expense	0	1,704	3,300	(1,596) 52%

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
8105300 - Printing				
8105320 - Printing Expense	0	0	300	(300) 0%
Total 8105300 - Printing	0	0	300	(300) 0%
8105500 - Projects				
8105560 - Sewer Line	0	0	45,000	(45,000) 0%
Total 8105500 - Projects	0	0	45,000	(45,000) 0%
8105600 - Insurance				
8105620 - Insurance - Liability	73	220	295	(75) 74%
Total 8105600 - Insurance	73	220	295	(75) 74%
8105700 - Other Expenses				
8105705 - Postage	0	0	100	(100) 0%
8105730 - Memberships	0	0	165	(165) 0%
8105740 - Advertising	463	3,697	5,300	(1,603) 70%
8105765 - Business Expense	0	0	1,000	(1,000) 0%
Total 8105700 - Other Expenses	463	3,697	6,565	(2,868) 56%
8109000 - Reserves				
8109015 - Administrative Reserves	0	0	19,125	(19,125) 0%
8109215 - Admin. Expense to General Fund	0	1,250	2,500	(1,250) 50%
Total 8109000 - Reserves	0	1,250	21,625	(20,375) 6%
Total Expenditures	537	6,871	99,285	(92,414) 7%
Net Change in Fund Balance	5,009	39,533	0	39,533 100%

Ovilla Municipal Development District

Actual vs Budget Review

October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 - Apr 2015		
	Budget	Budget		
Revenues				
4000100 · Taxes				
4000120 · Sales tax	2,038	17,389	30,000	(12,611) 58%
Total 4000100 · Taxes	2,038	17,389	30,000	(12,611) 58%
4000800 · Other Revenue				
4000840 · Interest Income	29	193	160	33 121%
Total 4000800 · Other Revenue	29	193	160	33 121%
Total Revenues	2,067	17,582	30,160	(12,578) 58%
Expenditures				
9102200 · Special Services				
9102230 · Legal Fees	0	0	250	(250) 0%
9102240 · Audit	0	0	1,600	(1,600) 0%
9102250 · Accounting	0	0	250	(250) 0%
Total 9102200 · Special Services	0	0	2,100	(2,100) 0%
9102300 · Consultant Services				
9102310 · Consultant Fees	0	0	500	(500) 0%
Total 9102300 · Consultant Services	0	0	500	(500) 0%
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100	(100) 0%
Total 9103100 · General Supplies	0	0	100	(100) 0%
9104200 · Travel Expense				
9104220 · Professional Development	0	0	250	(250) 0%
Total 9104200 · Travel Expense	0	0	250	(250) 0%

Ovilla Municipal Development District
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
9105600 · Insurance				
9105620 · Insurance - Liability	73	220	295	(75)
Total 9105600 · Insurance	<u>73</u>	<u>220</u>	<u>295</u>	<u>(75)</u>
74%				
9105700 · Other Expenses				
9105705 · Postage	0	0	25	(25)
Total 9105700 · Other Expenses	<u>0</u>	<u>0</u>	<u>25</u>	<u>(25)</u>
0%				
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	26,390	(26,390)
9109215 · Admin. Expense to General Fund	0	250	500	(250)
Total 9109000 · Reserves	<u>0</u>	<u>250</u>	<u>26,890</u>	<u>(26,640)</u>
50%				
1%				
Total Expenditures	73	470	30,160	(29,690)
				2%
Net Change in Fund Balance	<u>1,994</u>	<u>17,112</u>	<u>0</u>	<u>17,112</u>
				100%

Ovilla Employee Benefit Trust
Actual vs Budget Review
 October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)		% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Budget	Thru April
Revenues					
4000991 - Insurance Contributions					
4000991 Insurance Contributions	14,728	81,027	0	81,027	100%
Total 4000991 - Insurance Contributions	14,728	81,027	0	81,027	100%
4000800 - Other Income					
4000840 - Interest Income	0	1	0	1	100%
Total Revenues	14,729	81,027	0	81,027	100%
Expenditures					
5902110 - Benefit Premiums					
5902110 - Benefit Premiums	14,728	92,287	0	92,287	100%
Total 5902110 - Insurance	14,728	92,287	0	92,287	100%
Total Expenditures	14,728	92,287	0	92,287	100%
Net Change in Fund Balance	0	(11,260)	0	(11,260)	100%

Ovilla Fire Department Auxiliary
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget
	April 2015	Oct 2014 - Apr 2015	Budget	Budget
				Thru April
Revenues				
4000800 · Other Revenue				
4000815 · Gifts	0	2,660	500	2,160
4000830 · Vending Machines	0	0	500	(500)
Total 4000800 · Other Revenue	0	2,660	1,000	1,660
				266%
Total Revenues	0	2,660	1,000	1,660
				266%
Expenditures				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	956	1,000	(44)
Total 5333400 · Maintenance Supplies and Parts	0	956	1,000	(44)
				96%
Total Expenditures	0	956	1,000	(44)
				96%
Net Change in Fund Balance	0	1,704	0	1,704
				100%

Ovilla Police Department Special Fund
Actual vs Budget Review
October 2014 through April 2015

	Current	Year to Date	\$ Over (Under)	% of Budget Thru April
	April 2015	Oct 2014 -Apr 2015		
Revenues				
4000800 · Other Revenue				
4000815 · Gifts	0	700	1000	(300) 70.0%
Total 4000800 · Other Revenue	0	700	1000	(300) 70.0%
Total Revenues	0	700	1000	(300) 70.0%
Expenditures				
5232600 · Special Expenses				
5232690 · Special Expenses - Other	0	0	50	(50) 0.0%
Total 5232600 · Special Expenses	0	0	50	(50) 0.0%
5235700 · Other Expense				
5235735 · Official Functions	0	231	231	0 100.0%
Total 5235700 · Other Expense	0	231	231	0 100.0%
5236400 · Minor Capital Outlay				
5236440 · Machinery and Equipment	0	719	719	0 100.0%
Total 5236400 · Minor Capital Outlay	0	719	719	0 100.0%
Total Expenditures	0	950	1000	(50) 95.0%
Net Income	0	(250)	0	(250) 100%



DATE: May 11, 2015

TO: Honorable Mayor and Council Members

FROM: Jackie Lee, Interim City Administrator
Linda Harding, City Accountant

SUBJECT: Response to Auditor (Yeldell, Wilson, & Co.) material weakness letter

UPDATE – TO PROCEDURE CHANGE FOR INVENTORY.

1. Outstanding Checks: We noted outstanding checks are being carried on monthly cash reconciliations. We recommend these be investigated and disposed of in accordance with State Escheat laws.
CK #40050 3/30/12 - \$92.90 – No known phone number (refund of Bond)

CK #40156 5/4/12 - \$35.00 Instructed by recipient – Business closed, please void check, do not reissue.
(monogramming)

CK #40222 5/24/12 – \$7.00 – No known phone number (overpayment of police fine)

Per State of Texas, these will be eligible for the three year abandonment period this year (2015) . Abandonment funds are reported every June.

Change in Procedure: Established Procedure to contact recipients on outstanding checks quarterly to expedite checks to clear in a timely manner.

2. Inventory: During inventory price testing, we noted that inventory was not being maintained at the lower of cost or fair value. We recommend the City value inventory at the lower of cost or fair value as required by generally accepted accounting principles.

During Inventory price testing, we noted 2 of the 10 inventory items selected for testing were miscounted. We recommend the City implement policies and procedures to ensure inventory is properly counted and recorded at year end.

Staff will re-examine content of inventory list, and develop an inventory system that will prevent miscounts and provide best pricing value.

3. Court Fines: Per work performed on sample of sixty tickets selected for testing, we noted that supporting documentation could not be located for seven citations. We recommend the city maintain supporting documentation of file with the docket information.

See attached

We also noted that court deposits were not being made in accordance with current policies and procedures. We recommend that all policies and procedures are followed or that the policies and procedures be amended to reflect the controls the City desires to be in place.

During the months of June-August, accounting staff was reduced to part-time, which caused a delay in deposits. It was suggested to change policies and procedures if these deposit days cannot be adhered.

Change in Procedure: Established procedure that deposits are Twice a week, with exceptions of Holidays, Vacations, illness, position vacancies or collected amount less than \$50.00.

4. Accounts Payable: During our work on accounts payable, we noted that the city made payments on 5 invoices for which no corresponding bill was entered into QB. This resulted in an understatement of expenditures and expenses. We recommend the City enter all bills into the accounting software as received and before issuing payment. **During the audit closing entries, these invoices were changed by auditor's end of year closing entries with additional instructions to change invoice dates.**

Change in Procedures: Dates of invoices and payment dates will be noted. All check requests will be entered as bills prior to check issue.

Governmental Unit: City of Ovilla

Balance Sheet Date: 09/30

Audit Area: Inventory

Transaction Classes: Inventory

General Ledger Accounts: Inventory

Prepared by: YWI

Date: 11/21/14

1. How and by whom are transactions initiated and authorized?

Employees purchase inventory items through out the year as needed. Inventory is counted at year end.

2. Describe the accounting processing steps (including electronic means used to process data) from initiation to inclusion in the general ledger.

Water & Sewer Department is the only department that maintains an inventory of parts. Each adopted budget includes the necessary funds to purchase needed inventory. Inventory purchases less than \$3,000, may be initiated by the supervisor with approval from the Department Head. A purchase order is required if the purchase is for \$3,000 or more. Purchase orders are matched with invoices and an Accounts Payable check is issued for payment. Inventory is counted at year end and the general ledger is adjusted at year end as an audit closing entry.

3. Supporting documents involved are as follows:

Purchase order, invoice, and check copy. Year end inventory listing

4. Subsidiary journals or ledgers involved are as follows:

Accounts payable, check register

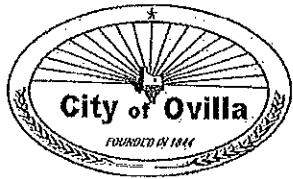
5. Computer input or output data are as follows:

Accounts payable listing, check register

6. Specific financial statement accounts affected by this transaction class are as follows:

Inventory

7. In order to accurately assess the inventory count at year end for water and sewer current and future employees will be advised of identifying parts and supplies. To further assist the inventory count we will labor respective bins for the parts and rearrange the storage facility for ease of identification and count - BRAD



DATE: June 8, 2015

TO: Honorable Mayor and Council Members

FROM: Dennis Burn, City Administrator
Jackie Lee, Interim City Administrator
Linda Harding, City Accountant

SUBJECT: Gexa Energy Effective Dates and Rates

Mayor Pro Tem David Griffin asked staff for energy review.

The current rate of \$0.0012 per KWh (\$68.50 per MWh) is explained in Section 2.1 and Section 3. There are also pass through charges and credits that are shown quarterly. During the years of 2016-2017, there could be an increase or decrease of the agreed load and the City may be subject to a Load Threshold Adjustment.

The contract expires December 2017. Staff will begin review of contracts in early 2017 and submit recommendations on service provider for council review and action.

The Gexa Energy contract is attached for Council review.

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This COMMERCIAL ELECTRICITY SERVICE AGREEMENT, including all of the Attachments, Schedules, and Exhibits, which are attached hereto and incorporated herein for all purposes (collectively, the "Agreement"), is entered into between Gexa Energy, LP ("Gexa"), a Texas limited partnership, and City of Ovilla ("Customer"). Gexa and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("REP") for the ESI ID(s) included as part of this Agreement. Specifically, Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity throughout the Term of this Agreement to each of the ESI ID(s), subject to the terms and conditions of this Agreement. Other than those duties specified in this Agreement and REP Services Agreement, this appointment does not impose any other duties on Gexa.

1.2 Agreement to Purchase. Customer agrees to purchase and receive from Gexa throughout the Term all of Customer's electricity requirements for each of the ESI ID(s) except as otherwise provided in this Agreement. Customer agrees that all electricity and services received from Gexa under this Agreement will at all times be for Customer's exclusive proprietary use and that Customer alone is responsible for payment for electricity and services provided under this Agreement and for electricity and services that Customer fails to take pursuant to its contractual obligations. If Gexa should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a "Scheduling Failure"), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) Gexa shall settle with its Qualified Scheduling Entity who is responsible for ERCOT settlements, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

1.3 Term.

(a) **Effective Date.** Gexa will provide retail electric service to each ESI ID during the period beginning on the Effective Date, which date shall occur on or after the Expected Start Date set forth in Attachment B, until December 31, 2017. (such period being referred to herein as the "Term"); provided, that the end of the "Term" shall be the meter read date for each respective ESI ID occurring in December 2017. Customer and Gexa agree that the Term may include a partial calendar month in addition to the number of months set forth in Attachment B as a result of variations in the timing of the Effective Date as described in this Section 1.3.

(b) **Delayed Effective Date.** Gexa will use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date set forth in Attachment B. If the Effective Date for an ESI ID occurs more than twenty (20) days after the Expected Start Date set forth in Attachment B, Customer shall provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with such ESI ID(s) during the period on and after the twenty-first (21st) day after the Expected Start Date until the Effective Date (the "Delayed Effective Date Period"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "Delayed Effective Date Electricity Amount"). Gexa agrees to calculate and provide to Customer a credit against future purchases under this Agreement in the positive amount, if any, equal to (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during such period in connection with such ESI ID(s); provided, that Gexa shall in no event be required to provide any credit with respect to any period during the Delayed Effective Date Period where delay during such period was caused by any event outside of Gexa's control.

(c) **Service After Term.** If service continues beyond the Term, it will be on a month-to-month basis, and the ESI ID(s) will continue to be served under this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After such 60 days, Gexa may continue to serve Customer or terminate this Agreement and disconnect Customer.

1.4 Modifications to ESI IDs. The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer desires to i) add or delete one or more ESI IDs from Attachment B to this Agreement, ii) otherwise modify the ESI ID information set forth therein as a result of an operation decision made by Customer related to the opening, closure or sale of a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, Customer shall provide written notice to Gexa of such change. So long as, in Gexa's

reasonable judgment, I) the addition is a separately metered load having a peak demand that is expected to be less than 1 MW at all times during the first twelve months following commercial operation or II) does not result in a net increase of 1MW in peak demand for an existing facility, Gexa shall use commercially reasonable efforts to promptly take all actions necessary to implement such changes, including providing all required notices to ERCOT. If the addition is a separately metered load having a peak demand that is expected to be in excess of 1 MW at any time during the first twelve months following commercial operation or results in a net increase of 1 MW after consideration of any contemporaneous offsetting load losses, as per the Letter Agreement (defined below), Gexa shall provide service to that account in accordance with the terms and conditions for Special Loads set forth in the Letter Agreement (and Special Load Addendum thereto), among NextEra Energy Power Marketing, LLC ("PMI"), and Texas Coalition for Affordable Power ("TCAP") and Gexa (the "Letter Agreement") and the Master Power Purchase and Sale Agreement Confirmation between PMI and Gexa , all dated April 27, 2011 (the "Confirmation"). Gexa shall make available to Customer and TCAP periodic reports regarding the changes to the billing status of any ESI ID(s). Amendments to Attachment B that add or remove ESI ID(s) as a result of changes made pursuant to this Section 1.4 will be deemed incorporated into this Agreement and effective on the Effective Date that each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

- (a) The Energy Price for the period commencing January 1, 2014 and ending December 31, 2017 shall be equal to \$68.50/MWh. The Energy Price shall be converted to dollars per kWh for purposes of Section 3.
- (b) The Customer will be charged or credited, as appropriate, the difference between the Load Zone price for the applicable load zone(s) in which the load is located and the appropriate trading hub price for these zone(s). This Nodal Basis Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, GEXA, and TCAP dated April 27, 2011.
- (c) If, during the term of this Agreement the cost of Ancillary Services paid by PMI needed to serve Customer's load is greater than \$5.00/MWh or less than \$4.00/MWh, then Customer will be charged or credited an Ancillary Services Adjustment. This Ancillary Services Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, GEXA, and TCAP dated April 27, 2011.
- (d) If during the years 2016 and 2017, the aggregate TCAP load within an ERCOT defined load zone is greater or less than 15% of the agreed to load at the time of contracting, the Customer may be subject to a Load Threshold Adjustment. This Load Threshold Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, GEXA, and TCAP dated April 27, 2011.

2.2 Additional Pass-Through Charges. Customer acknowledges that the Energy Price(s) does not include Delivery Charges, Non-Recurring Charges, or Taxes, which will be passed through and identified separately on Customer's bill with no mark up. All charges are exclusive of Taxes.

2.3 Tax Exempt Status. If Customer is exempt from the payment of any Taxes, it will provide Gexa with all required exemption certificates. Until Customer does so, Gexa is not allowed to and shall not recognize any exemption and it will not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa will, however, assign to Customer any applicable claims for refund.

2.4 Pass-through of Nodal Market Costs. If there are any costs or credits associated with implementation of the nodal market that are not covered under Section 2.1(b) above, including any credits assigned to load serving entities, Gexa agrees that such costs shall be charged to Customer, and such credited to Customer, on a pass-through basis.

SECTION 3: BILLING AND PAYMENT

3.1 Billing And Payment. Gexa will invoice Customer's accounts on a monthly basis and will bill Customer on a consolidated basis for all ESI IDs upon request of the Customer. A summary bill for all accounts and detailed information for each account shall be provided. Customer will remit payment within thirty (30) days of receiving the invoice. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate Customer's invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide Gexa, within twenty (20) days of the invoice date, a written

explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies Gexa of a dispute with an invoice, regardless of whether Customer has already paid the invoice, Gexa shall make available to Customer, during normal business hours, records in Gexa's possession reasonably necessary for Buyer to determine the accuracy of the invoice; provided, however, that neither party may request any adjustment or correction of any invoice unless written notice of such dispute is given within twelve (12) months after the due date of such invoice; provided, that such 12 month limit shall not apply in the case of TDSP meter tampering charges first billed to Gexa so as not to enable Gexa to reasonably adjust invoices prior to such 12 month period. In all cases, Gexa and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

3.3 Aggregator Fees. Customer acknowledges and agrees that, pursuant to REP Services Agreement between Gexa and TCAP ("Aggregator"), Gexa is responsible for paying to Aggregator an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs set forth in Attachment B during the term of this Agreement, which amount shall be charged to and paid by Customer pursuant to this Agreement (the "Aggregator Fee"). The Aggregator Fee is initially set at \$0.0012 per kWh, however, it may be changed by the TCAP Board of Directors at any time prior to or during the Term of this Agreement. The Aggregator Fee will be set forth as a separate line item on the Customer's bill.

3.4 Billing Guarantee. Gexa shall issue a bill based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to issue a bill with respect to an ESI ID within 120 days of any scheduled meter read, Gexa hereby irrevocably waives its right to bill Customer for any energy consumed at that ESI ID for the meter read cycle that should have been billed, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that are preventing Gexa from issuing such bill and the expected time by which a bill can be issued. In such event, Customer and Gexa shall determine a reasonable extension within which to issue an invoice, not to exceed 30 days. Gexa shall adjust or true-up each bill no more than twice and all such adjustments shall be issued within two hundred ten (210) days of the initial issue date. Notwithstanding the foregoing, Gexa may issue a bill or portion thereof arising from meter tampering charges at any time within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent, Customer authorizes Gexa to obtain from Customer's TDSP, and does further authorize Customer's TDSP to release to Gexa, certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information.

4.2 Deposits and Other Security. Either Party (the "Providing Party") may be required by the other Party (the "Requesting Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party ("collectively, Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed from one Party to the other Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier or if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("Appropriations Failure"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon thirty (30) days advance written notice to Gexa effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then, at Gexa's option, such appropriations shall apply hereto and shall not be used for any other electricity supply agreement by another REP. Upon such termination of this Agreement in full or as to any ESI ID(s) Customer shall pay all amounts due to Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from Gexa for any or all

ESI ID(s), Gexa shall have the right to charge Customer early termination damages equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by \$0.0016 per kWh ("Customer Early Termination Damages"). In the event that the Customer Early Termination Damages is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Damages shall also include Gexa's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. Customer and Gexa agree that the provisions set forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Damages. Customer agrees that the Customer Early Termination Damages herein is a reasonable estimate of the damages due Gexa for the failure to accept electric supply, and as such is not punitive in nature. These Customer Early Termination Damages shall not apply to any Customer termination of this Agreement for any Force Majeure Event or any other cancellation or early termination expressly allowed to be made without charge or penalty under this Agreement.

5.3 Termination for Wholesale Supply Failure. If, at any time during the Term of this Agreement, the Wholesale Transaction is terminated as a result of a default by PMI ("Wholesale Supply Failure"), then such Wholesale Supply Failure shall also cause the termination of this Agreement, with such termination date to be effective as of the effective date of the termination of the Wholesale Agreement. In the event of such termination, Gexa shall pay to Customer the Wholesale Transaction Termination Payment determined in accordance with Section 5.5 below.

5.4 Gexa Early Termination Damages. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement Gexa cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Gexa cancels or refuses to provide delivery of electric supply by \$0.0015 per kWh ("Gexa Early Termination Damages"). In the event that the Gexa Early Termination Damages are charged due to a termination of the Agreement due to an Event of Default by Gexa under this Agreement, then the Gexa Early Termination Penalty shall also include Customer's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. Gexa agrees that the Gexa Early Termination Damages herein are a reasonable estimate of the damages due Customer for the failure to deliver the electric supply, and as such is not punitive in nature. This Gexa Early Termination Penalty shall not apply to any Gexa termination of this Agreement for any Force Majeure Event or any other cancellation or early termination expressly allowed to be made without penalty under this Agreement, including, without limitation a Wholesale Supply Failure.

5.5 Wholesale Transaction Termination Payment. If at any time during the Term of this Agreement this Agreement is terminated in connection with the termination of the Wholesale Transaction then Gexa shall calculate and Customer or Gexa shall pay to the other, as appropriate, in the manner described below and without regard to who is a defaulting party, the portion of the Termination Payment (as defined in the EEI Master Agreement) calculated and paid under the Wholesale Transaction that is allocable to Customer's load under this Agreement (the "Wholesale Transaction Termination Payment"). If a Termination Payment is owed by Gexa to PMI under the Wholesale Transaction, Customer shall pay to Gexa the portion of such Termination Payment that is allocable to Customer's load under this Agreement. If a Termination Payment is owed by PMI to Gexa under the Wholesale Transaction, Gexa shall pay to Customer the portion of such Termination Payment that is allocable to Customer's load under this Agreement. To the extent that the Termination Payment due from Gexa to PMI is adjusted to the account of Gexa to reflect the full benefit of TCAP's entering into transactions with a replacement REP, the same adjustments shall be made on a pro-rata basis to the account of Customer with respect to the Wholesale Transaction Termination Payment. The Wholesale Agreement Termination Payment shall be remitted by Gexa to Customer, as applicable, within 30 days of receipt thereof by Gexa, or by Customer within 30 days of Gexa's invoice to Customer for same. Gexa agrees to use reasonable commercial efforts in the collection of Termination Payments from PMI to be passed through to TCAP.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices to be provided under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery shall be effective on the day actually received, notice by overnight United States mail or courier shall be effective on the next business day after it was sent, and notice by U.S. Mail shall be effective on the second day after it was sent. Notices shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing:

- a. If to Customer:
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154

b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. Payments shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing:

a. If to Customer:
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154

b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 7.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "*Actual Usage*" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.

2. "*Aggregator*" shall have the meaning given in Section 3.3.

3. "*Aggregator Fee*" shall have the meaning given in Section 3.3.

4. "*Agreement*" shall have the meaning given in the introductory paragraph.

5. "*Applicable Law*" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.

6. "*Appropriations Failure*" shall have the meaning given in Section 5.1.

"*TCAP*" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs included in the contract.

7. "*Code*" shall have the meaning given in Section A.3 of Attachment A to this Agreement.

8. "*Consumer Protection Rules*" shall have the meaning given in Section B.3 of Attachment A to this Agreement.

9. "*Customer*" shall have the meaning given in the introductory paragraph.

10. "*Customer Early Termination Damages*" shall have the meaning given in Section 5.2.

11. "*Gexa*" shall have the meaning given in the introductory paragraph.

12. "*Gexa Early Termination Damages*" shall have the meaning given in Section 5.4.

13. "*Delayed Effective Date Electricity Amount*" shall have the meaning given in Section 1.3(b).

14. "*Delayed Effective Date Period*" shall have the meaning given in Section 1.3(b).

15. "*Delivery Charges*" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.

16. "*Disclosing Party*" shall have the meaning given in Section C.1 of Attachment A to this Agreement.

17. "*Effective Date*" means the date of the first reading of the meter on an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.

18. "*Electricity Related Charges*" includes, unless noted elsewhere otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.

19. "*Energy Price(s)*" means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.

20. "*ERCOT*" means the Electric Reliability Council of Texas.

21. "*ERCOT Protocols*" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.

22. "*ESI ID(s)*" means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement, as such list may be modified from time to time as provided in Section 1.4.

23. "*Event of Default*" shall have the meaning given in Section D.1 of Attachment A to this Agreement.

24. "*Expected Usage*" shall have the meaning given in Attachment B to this Agreement.

25. "*Force Majeure Event(s)*" shall have the meaning given in Section B.5 of Attachment A to this Agreement.

26. "*kWh*" means kilowatt hour.

27. "*LMP*" or "*Locational Marginal Price*" means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.

28. "*Market Rate*" means one hundred forty percent (140%) of the load-weighted average of the hourly LMPs at the corresponding trading hub, as determined for any delivery period.

29. "*Nodal Market*" means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.

30. "*Nodal Congestion*" means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

31. "*Non-Recurring Charges*" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.

32. "*Party*" or "*Parties*" shall have the meaning given in the introductory paragraph.

33. "*PUCT*" means Public Utility Commission of Texas.

34. "*REP*" shall have the meaning given in Section 1.1.

35. "*Special Loads*" shall have the meaning given in the Letter Agreement.

36. "*Taxes*" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

37. "*TCAP*" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

38. "*Term*" shall have the meaning given in Section 1.3(a).

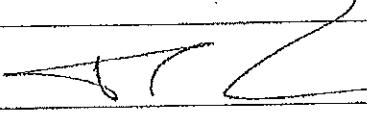
39. "*TDSP*" or "*Transmission and Distribution Service Provider*" means an entity regulated by the State of Texas, which transmits or distributes electric energy.

40. "*Wholesale Transaction*" means the transaction evidenced by the Confirmation whereby Gexa will purchase and PMI will provide full requirements energy and related services necessary to satisfy electricity consumption of TCAP members as served by retail provider Gexa.

Attachments:

Attachment A
Attachment B

Terms and Conditions of Service
Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER: City of Ovilla	GEXA: Gexa Energy, LP, By Its General Partner Gexa Energy GP, LLC
By: 	By: 
Printed: Randy Whitteman	Printed: Mark Ianni
Title: City Administrator	Title: President
Date: 6/16/11	Date: 6/3/2011

Terms and Conditions of Service
Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Law applicable to it; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by Gexa to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement. In addition to the foregoing, Customer hereby represents and warrants to Gexa that Customer has complied with the requirements of Section 2162, *Texas Government Code* and all applicable contracts (including, but not limited to, Contract 050110-CCG-EM) awarded by the Council on Competitive Government regarding the bidding or awarding of this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Law applicable to it; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by Gexa to Customer pursuant to the Agreement commence, Gexa shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

A.3 Forward Contract. The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED HEREIN, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA WILL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: 25.481, 25.485 (b), (d), and (e), and 25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--

CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO Gexa THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO Gexa; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY Gexa; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and Gexa acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer's ESI ID(s). The electric energy will be delivered to Customer's ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. Gexa MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND Gexa EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that Gexa EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Gexa acknowledges that Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. Subject to such laws that may require disclosure of information, and upon the written request of a Party (in such capacity, the "Disclosing Party"), the other Party (in such capacity, the "Receiving Party") shall keep confidential and not disclose any Confidential Information which is disclosed to the Receiving Party by the Disclosing Party except for disclosures to Authorized Parties or as required by law. For purposes hereof, "Confidential Information" means the terms of this Agreement and any other information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that Gexa may provide TCAP with any information requested by TCAP about Customer's account and billings. As used herein, the term "Authorized Parties" shall mean such officers, directors, employees, agents, representatives and professional consultants of the Parties, and of such of its affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement and the transaction covered hereby.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any amount that is not reasonably disputed if such payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure and remains uncured following 20 business days written notice of such failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise

becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated by reason of a default by Gexa under CESAs with other TCAP members or by reason of a default by PMI under the Wholesale Transaction. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to any other remedy, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period.

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the Letter Agreement, Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Gexa, which shall not be unreasonably withheld and may be withheld in any event if such proposed assignee fails to be at least as creditworthy as proposed assignor as of the Effective Date. Gexa may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Gexa with operating capability and financial condition substantially similar to GEXA; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that Gexa shall have no further obligations under this Agreement. There shall be no assignment by Gexa to a non-affiliated entity that has (including its guarantor) a lower credit than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that TCAP shall receive the Aggregator Fee.

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-981-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on Attachment B.

E.11 Governing Law.

a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.

b. The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes will be governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 **No Presumption Against Drafting.** Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 **Counterparts; Facsimile Copies.** This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

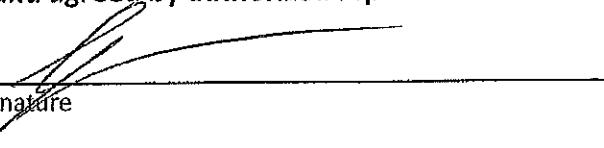
E.15 **Offer for Electric Service; Refusal of Service.** This Agreement, including these Terms and Conditions of Service, shall constitute an offer for electric service, and this Agreement is expressly conditional on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

Attachment B to CESA

Customer Contract Name CITY OF OVILLA Expected Start Date January 1, 2014

This attachment will only be valid upon complete review and acceptance by Gexa Energy.

Approved and agreed by authorized representative of Company named above


Customer Signature

11-21-13
Date

*Please review, sign and scan to tcap@gexaenergy.com or fax to 866-788-4392 by 11/22/2013.
Initial box to Delete ESI/UAN from list; blank rows at the end of the document may be used to add new ESI/UANs.
Additional pages for additions can be used if necessary.*

	ESI/UAN	Service Address	City	State	Zip	Initial to Delete
1	10443720009408659 <i>W&S</i>	1902 DUNCANVILLE RD BLD	OVILLA	TX	75154	
2	10443720008922145 <i>W&S</i>	175 WATER ST WELL	OVILLA	TX	75154	
3	10443720008001228 <i>G.F</i>	665 W MAIN ST	OVILLA	TX	75154	
4	10443720007925278 <i>G.F</i>	107 COCKRELL HILL RD	OVILLA	TX	75154	
5	10443720007863464 <i>G.F</i>	105 COCKRELL HILL RD	OVILLA	TX	75154	
6	10443720007788320 <i>W&S</i>	00113 CUMBERLAND DR	OVILLA	TX	75154	
7	10443720007194825 <i>G.F</i>	3307 OVILLA RD	OVILLA	TX	75154	
8	10443720007057619 <i>G.F</i>	700 SILVER SPUR LN	OVILLA	TX	75154	
9	10443720006791019 <i>W&S</i>	623 W MAIN ST	OVILLA	TX	75154	
10	10443720006554675 <i>W&S</i>	1890 S DUNCANVILLE RD	CEDAR HILL	TX	75104	
11	10443720006359561 <i>G.F</i>	104 COCKRELL HILL RD	OVILLA	TX	75154	
12	10443720006000302 <i>G.F</i>	105 COCKRELL HILL RD STL	OVILLA	TX	75154	
13	10443720004498791 <i>G.F</i>	700 SILVER SPUR LN GRDL	OVILLA	TX	75154	
14	10443720004479726 <i>W&S</i>	00175 WATER ST GRDL	OVILLA	TX	75154	
15	10443720004407777 <i>G.F</i>	105 COCKRELL HILL RD STL	OVILLA	TX	75154	
16	10443720004407746 <i>G.F</i>	105 COCKRELL HILL RD STL	OVILLA	TX	75154	
17	10443720004376894 <i>G.F</i>	105 COCKRELL HILL RD BLD	OVILLA	TX	75154	
18	10443720004372151 <i>G.F</i>	175 WATER ST	OVILLA	TX	75154	
19	10443720004372089 <i>G.F</i>	105 COCKRELL HILL RD	OVILLA	TX	75154	
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To: Honorable Mayor and Council Members

From: Dennis Burn, City Administrator

Subject: Activity Report - June 1, 2015 to June 5, 2015

This report is to provide you an overview of City Administrator activities. This is my first report to you. Because I only have a few days in place at the time I am writing this memo, it will be brief. In fact, due to the timing requirements for submittal of this document it only includes Monday through Wednesday. Staff here has been very helpful in my acclimation process. A special thanks to Jackie Lee and Pam Woodall.

Activities of City Administrator

Police Department

1. On Thursday, May 28, 2015 four candidates were interviewed for the Lieutenant position. I promoted Officer Joey Bennett to be the new lieutenant. His first day was Monday, June 1, 2015.
2. The Police Chief position is open till Friday, June 12, 2015. The original open date for receiving applications was June 26, 2015. I am expediting the process as I think it is important to fill this position as quickly as possible. To date, we have received 23 applications. After this date, applications will be reviewed and leading candidates will be interviewed. I will make a choice of the best applicant and bring this recommendation to you at an Executive Session meeting.

Department Heads Meeting

1. I held a meeting on Tuesday, June 2, 2015 with all the department heads. We reviewed the June 8, 2015 briefing session items and the City Council agenda. These meetings will be held bi-weekly.
2. I will be conducting regular bi-weekly individual department heads meetings beginning next week.

Ovilla Park Board

The Park Board had a regular meeting on Tuesday, June 1, 2015. They discussed the upcoming Music in the Park event to be held Saturday, June 6, 2015 from 6 PM to 9 PM. The Public Works Department is mowing the park, performing general clean-up and treating for fire ants. The Police Department will have three officers on-duty during the event. Public Works will have one employee and the Fire Department will have two employees on-duty each during the event. The Park Board discussed upcoming meeting agenda items. A Park Master Plan and their budget recommendation to the City Council for the FY 2015-2016 budget were discussed.



Bryson Manor

A preconstruction conference was held on Tuesday, June 2, 2015 with the developer and his contractors. A NOI (Notice of Intent) must be filed for the SWPPP (Storm Water Pollution Prevention Plan). Construction should begin within 2-3 weeks on Phase I which is 59 lots. The construction of the off-site sanitary sewer main and earthwork operations will begin at the same time.

Payments

I am exploring the possibility of installing a Justified Automatic Collections Kiosk (JACK) at City Hall. JACK would allow utility bill and municipal court fines payments to be made 24/7 without having to come into City Hall during our work hours. This would be an added convenience for the public. JACK would accept cash, credit card and debit card payments. Of course, there is a cost associated with this service that the City would have to pay. This cost could be passed on to the individual. I will provide you more detail at a later date.

City Council Interaction

Please contact me should you have questions, comments or concerns. I may not have all the answers to all questions, but I will do my best to take care of issues in a timely manner.

Ovilla Municipal Court Report

FY-2014-2015	Total Traffic Cases Filed		State Law Cases Filed		Parking Cases Filed		Penal Code Cases Filed		City Ordinance Cases Filed		Trials		Total Revenue		Amount Kept by City		Amount sent to State		Warrants Issued		Cases sent to Collections	
	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed	Month	Cases Filed
October	18	0	0	0	3	3	1	1	\$5,574.40	\$3,728.99	\$1,845.41	16	16									
November	25	1	0	4	0	1	1	1	\$4,361.00	\$2,663.66	\$1,697.34	19	51									
December	30	0	0	1	2	0	0	0	\$5,417.38	\$3,195.00	\$2,222.38	0	46									
January	32	3	0	0	8	0	0	0	\$7,500.62	\$4,371.65	\$3,128.97	11	66									
February	28	1	0	4	1	0	0	0	\$4,381.80	\$2,755.24	\$1,626.56	18	106									
March	34	1	0	0	2	1	1	1	\$5,572.30	\$3,086.72	\$2,485.58	3	7									
April	32	0	0	0	0	0	2	2	\$6,270.38	\$3,453.99	\$2,816.39	6	6									
May	8	1	0	3	1	0	0	0	\$5,212.90	\$3,304.22	\$1,908.68	7	7									
June																						
July																						
August																						
September																						
Totals	207	7	0	15	17	5	5	\$44,290.78	\$26,559.47	\$17,731.31	80	305										

2013-2014 FY

May	58	0	0	1	1	0	\$7,494.10	\$4,192.06	\$3,302.04	23
FY Totals	312	186	2	7	18	1	\$55,313.20	\$32,286.51	\$23,026.69	90

FY-2014-2015	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants Amount	Cleared Omni/ Collections	Amount Omni/ Collections
October	389	\$118,562.35	4	\$1,113.00	4	\$1,113.00
November	405	\$124,725.78	3	\$1,068.40	3	\$1,068.40
December	394	\$126,563.34	11	\$3,399.93	9	\$2,921.93
January	399	\$132,488.90	6	\$1,163.80	6	\$1,163.80
February	403	\$141,210.30	14	\$200.00	12	\$200.00
March	391	\$137,449.88	15	\$2,726.73	15	\$2,726.73
April	385	\$135,147.38	12	\$1,704.90	12	\$1,704.90
May	389	\$136,101.38	3	\$1,917.00	3	\$1,917.00
June						
July						
August						
September						
Totals			68	\$13,293.76	64	\$12,815.76

Code Enforcement Report
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 Pam Woodall

Subject: **Code Enforcement Monthly Report**

Calls For Service	May.2015	May.2015 YTD	May .2014	Jan.2015 YTD
Complaint (Nuis 22,Permit 11,Parking 7	40	301	125	
Follow Up (Nuis 25, Permit-15, Parking-12)	52	343	146	
Door Notice (Nui -10, Permit-0, Parking-5)	15	216	41	
Mail Notice (Nuis-7, Parking-6)	13	112	28	
Posted Property (3 nuisance)	3	175	3	
Court (2 - Fail To Appear)	\$196	323		
Citizen Contacts	58	430	123	
Permits Reviewed	10	114	15	
Permits Issued	13	107	9	
Inspections	28	125	18	
Nuisance Abated by City (2Grass)(Mosquito)	0	4	1	
Nuisance Signs (Poilitical,7, Business-33)	40	234	38	
Board Of Adjustment approved	0	3	2	

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

To: Mayor Richard Dormier
Ovilla City Council

Subject: Animal Control Monthly Report

	May 2015	May 2015 YTD	May 2014	Jan 2015 YTD
Calls For Service				
Complaint (Registration-27 At Large-15)	52	173	39	
Followups	62	220	49	
Door Notice (Registration-16 At Large-12)	28	118	15	
Impounded Animal (Dog2 cat 2)	4	28	1	
Animal Welfare Check	9	84	10	
Impound Results (Return-1, Transport-2)	3	24	1	
Impound fee collected	\$35.00	\$635.00	75	
Court(0)barking		\$532.00	0	
Citizen Contacts	31	563	46	
Registration Tags Issued \$312	26	115	12	
Registration Reminder Mailed	13	87	10	
Nuisance Letter Mailed	0	6	1	
Animals released (2 squirrel 3 snake)	5	5	5	
Deceased Removed	13	96	36	
Oak Leaf (dog)	0	5	1	
Traps Checked Out	5	33	6	



To: Honorable Mayor and Council Members
From: Mike Dooly, Community Services
Subject: Monthly and Y-T-D Building permits

Activity Report:

I. Building permits issued since October 2014: Total Homes = 35 and Total Other 161

- May – New home construction: 3 / Other: 17
- April – New home construction: 8 / Other: 22
- March – New home construction: 3 / Other: 21
- February – New home construction: 2 / Other: 32
- January – New home construction: 3 / Other: 20
- December – New home construction: 5 / Other: 17
- November – New home construction: 6 / Other: 17
- October - New home construction: 5 / Other: 15
(Other: plumbing, flatwork, fences, mechanical, swimming pools, etc.)

2. Bryson Manor (125 Acres, 175 lots phase I) – Final Plat and Developer's agreement was approved by Council May 11. Staff has already met with Developer and engineer for the beginning of Phase 2.
3. Ovilla Town Center – PD1: Ordinance ratifying approval of the planned development and zoning for the senior community was approved by Council May 11.

CONSENT ITEMS C1 – C7

Meeting Date: June 08, 2015

Department: Administration

Discussion Action

YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

- C1. April 2015 Financial Transactions over \$5,000
- C2. Resolution R2015-015 approving negotiated settlement agreement with Atmos Mid-Tex
- C3. Resolution R2015-016 Updating authorized representatives for TexPool
- C4. Resolution R2015-017 Updating authorized representatives for TexStar
- C5. Service Agreement with Bridges Training Foundation – document shredding
- C6. Minutes of the May 13, 2015 Special City Council Meeting canvassing May 09, 2015 Election
- C7. Minutes of the May 11, 2015 Briefing Session and Regular City Council Meeting

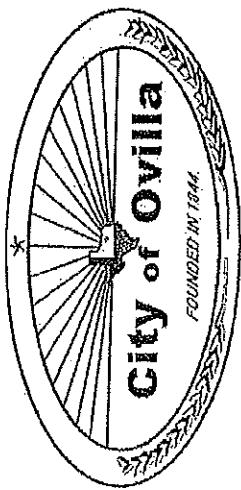
Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



DATE: June 8, 2015

TO: Honorable Mayor and Council Members

FROM:

Linda Harding, Accountant

SUBJECT: Expenditures Over \$5,000 April 2015

**City of Ovilla Expenditures Over \$5,000
for the Month of APRIL 2015**

General Fund			
Date	Check#	Payee	Description
4/3/2015	43597	United Health Care	Health Insurance
4/9/2015	ACH	Quick Books Payroll Service	Payroll
4/10/2015	43639	TMRS	Retirement
4/10/2015	43611	US Treasury	Payroll Taxes
4/10/2015	43630	Texas Municipal League, IIRP	Quarterly TML Insurance Payment
4/17/2015	43650	Progressive Waste Solutions of TX	Garbage
4/23/2015	ACH	Quick Books Payroll Service	Payroll
4/24/2015	43663	US Treasury	Payroll Taxes
4/24/2015	43681	State Comptroller	State Criminal Cost and Fee
Total General Fund Transactions \$5,000 and Over			\$145,126.51
Water & Sewer Fund			
Date	Check#	Payee	Description
4/10/2015	15844	City of Ovilla General Fund	Payroll 4/10/2015
4/17/2015	15846	City of Dallas	Water Purchase
4/17/2015	15855	City of Ovilla General Fund	Garbage March
4/17/2015	15849	Trinity River Authority	Sewer Charge
4/24/2015	15875	City of Ovilla General Fund	Payroll 4/24/2015
4/30/2015	15876	City of Ovilla General Fund	Garbage April
Total Water & Sewer Fund Transactions \$5,000 and Over			\$97,481.37

RESOLUTION NO. R2015-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2014 AND 2015 RATE REVIEW MECHANISM FILINGS; APPROVING A SETTLEMENT AGREEMENT WITH ATTACHED RATE TARIFFS AND PROOF OF REVENUES; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Ovilla, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the initial RRM Tariff was in effect for four (4) years; and

WHEREAS, ACSC Cities and Atmos Mid-Tex entered into another settlement agreement and revised the RRM Tariff; and

WHEREAS, ACSC Cities and Atmos Mid-Tex compromised and reached agreements on the amount of the rate increases to be in effect for the RRM Tariff filings for 2012 and 2013; and

RESOLUTION NO. R2015-015

WHEREAS, ACSC Cities and Atmos Mid-Tex were unable to reach an agreement on the 2014 RRM Tariff filing, resulting in the ACSC Cities' rejection of the 2014 RRM filing; and

WHEREAS, Atmos Mid-Tex appealed the ACSC Cities' actions rejecting its 2014 RRM filing to the Railroad Commission of Texas ("Commission"), pursuant to the provisions of the RRM Tariff; and

WHEREAS, Atmos Mid-Tex and ACSC litigated the appeal of the 2014 RRM filing at the Commission; and

WHEREAS, on February 27, 2015, Atmos Mid-Tex filed its 2015 RRM Tariff filing, requesting to increase natural gas base rates system-wide by \$28.762 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, Atmos Mid-Tex has agreed to withdraw its appeal of ACSC's rejection of its 2014 RRM Tariff rate increase; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached Settlement Agreement (Attachment A to this Resolution) as well as the tariffs attached thereto, resolving both the 2014 and the 2015 RRM Tariff filings, which together will increase the Company's revenues by \$65.7 million over the amount allowed under City-approved rates set in 2013; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated Settlement Agreement and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff should be renewed for a period of time commencing in 2016 and continuing until the RRM Tariff is suspended by ordinance of the City; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

RESOLUTION NO. R2015-015

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the Settlement Agreement (Attachment A to this Resolution) represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2014 and 2015 RRM filings, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment C, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$65.7 million in revenue over the amount allowed under currently approved rates, or \$21 million over currently-billed rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos' next RRM filing shall be as set forth on Attachment D, attached hereto and incorporated herein.

Section 5. That in an effort to streamline the regulatory review process, the Atmos Mid-Tex RRM Tariff is renewed for a period commencing with the Company's March 1, 2016 RRM filing for calendar year 2015, effective June 1, 2016, and continuing thereafter until such time as the City adopts an ordinance suspending operation of the RRM Tariff.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's RRM application.

Section 7. That to the extent any resolution previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

RESOLUTION NO. R2015-015

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2015.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. In February 2014, Atmos Mid-Tex filed its second annual filing under the Rate Review Mechanism (“RRM”) Tariff, seeking an increase of \$45.7 million. Although ACSC attempted to reach a settlement with the Company as it had in past years, the wide differences between the Company and ACSC’s consultants’ recommendations made a compromise impossible. On the recommendation of the ACSC Executive Committee and ACSC’s legal counsel, the City in 2014 adopted a Resolution denying the requested rate increase.

The Company appealed the City’s denial to the Railroad Commission of Texas (“Commission”), and revised its requested increase to \$43.8 million. A hearing was held on the Company’s appeal on September 3, 2014. On April 28, 2015, the Commission’s Hearings Examiner issued his Proposal for Decision (“PFD”) in the Company’s appeal of the City’s denial of the 2014 RRM rate increase. This PFD was not favorable to ACSC, but did recommend a reduction of approximately \$860,000 to the Company’s adjusted 2014 filing.

While the parties were waiting for the PFD from the Hearings Examiner in the appeal of the 2014 RRM filing, on February 27, 2015, Atmos Mid-Tex filed with the City another rate increase request under the RRM Tariff, seeking additional revenues in the amount of \$28.762 million (total system) or \$24.0 million (affected cities). The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its 2015 request to increase rates. The Resolution and attached Settlement Agreement and tariffs are the result of negotiation between the Mid-Tex Executive Committee and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex’s filing. The recommended Settlement Agreement also requires Atmos to abate its appeal of the City’s rejection of the 2014 RRM rate increase pending approval by all ACSC cities of the Settlement Agreement. The Agreement requires Atmos to give the City the benefit of the adjustments to the 2014 rate increase recommended by the PFD.

The Resolution and Settlement tariffs approve rates that will increase the Company’s revenues by \$65.7 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2015. The monthly residential customer charge will be \$18.60. The consumption charge will change from \$0.08819 per Ccf to \$0.09931 per Ccf. The monthly bill impact for the typical residential customer consuming 60 Ccf will be an increase of \$1.14 (about a 1.59% increase in the base bill). The typical commercial customer will see an increase of \$2.69 or 0.96%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Resolution approving the negotiated Settlement Agreement resolving both the 2014 and the 2015 RRM filings, and implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early

2013, the City adopted a renewed RRM tariff for an additional five years. This is the third RRM filing under the renewed tariff. The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed its 2015 case under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$10 million.

Purpose of the Resolution:

The purpose of the Resolution is to approve the Settlement Agreement and the resulting rate change under the RRM tariff. As a result of the negotiations, the Executive Committee was able to reduce the Company's requested \$28.8 million rate increase for Mid-Tex cities to \$21,962,784. When added to the settlement of the 2014 RRM filing and the adjustments recommended by the PFD, the Company will receive total additional annual revenues of \$65.7 million. Because the 2014 rates have been in effect since June 1, 2014, the increase to currently-billed rates is \$21 million. Approval of the Resolution will result in rates that implement an increase in Atmos Mid-Tex's revenues effective June 1, 2015.

Why Approve the Settlement Agreement:

While it is annoying and disconcerting to annually consider rate adjustments from Atmos Mid-Tex, the Texas legislature has granted gas utilities the right, through the GRIP process, to an annual increase based on increases in invested capital. GRIP is piecemeal ratemaking and ignores increases in revenues and declines in O&M expenses that may be associated with plant additions. ACSC found it preferable to negotiate with Atmos to substitute an expedited comprehensive review process that includes consideration of revenues and expenses as well as invested capital for the GRIP process.

Compelling reasons for approving the Settlement include:

1. While the 2015 RRM system-wide filing exceeded \$28 million, a comparable GRIP filing would have been in excess of \$38 million. ACSC has negotiated a reduction to the 2015 filing of approximately \$6 million. Therefore, the 2015 RRM result is approximately \$16 million better for ratepayers within municipal limits than ratepayers within Environ.

2. ACSC counsel is convinced that the Proposal for Decision ("PFD") by Railroad Commission Examiners in the 2014 RRM appeal will not improve if we file Exceptions and Replies to Exceptions. Counsel recommends action to avoid the PFD becoming a final order that would serve as precedent in future rate proceedings.

3. The token benefit to ratepayers authorized in the PFD to the 2014 appeal has been incorporated into the Settlement Agreement.

4. Atmos will file its formal withdrawal of its 2014 appeal only after all ACSC members approve the Settlement Agreement.

5. The alternative to approval of the Settlement Agreement would be another contested case hearing on appeal of the 2015 filing, implementation of interim rates on June 1, 2015 at the full value of the Company's request (or \$6 million higher than proposed by the Settlement) and continuation of the 2014 appeal with resulting rate case expenses borne by ratepayers.

Explanation of "Be It Resolved" Sections:

1. This section approves all findings in the Resolution.
2. This section finds the Settlement Agreement (attached to the Resolution) to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2014 and 2015 RRM filings, and that such settlement is in the public interest and consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$21 million and adopts the attached new rate tariffs.
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases.
5. This section renews the Atmos Mid-Tex RRM Tariff for an additional period of time, commencing with the filing to be made on March 1, 2016, and continuing until the RRM Tariff is suspended by ordinance of the City.
6. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
7. This section repeals any resolution that is inconsistent with this Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2015.
11. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Steering Committee.

**SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORP., MID-TEX
DIVISION AND ATMOS CITIES STEERING COMMITTEE**

WHEREAS, this agreement ("Settlement Agreement") is entered into by Atmos Energy Corp's Mid-Tex Division and Atmos Cities Steering Committee ("ACSC") whose members include the Cities of Abilene, Addison, Allen, Alvarado, Angus, Anna, Argyle, Arlington, Aubrey, Bedford, Bellmead, Benbrook, Beverly Hills, Blossom, Blue Ridge, Bowie, Boyd, Bridgeport, Brownwood, Buffalo, Burk Burnett, Burleson, Caddo Mills, Canton, Carrollton, Cedar Hill, Celeste, Celina, Centerville, Cisco, Clarksville, Cleburne, Clyde, College Station, Colleyville, Colorado City, Comanche, Commerce, Coolidge, Coppell, Copperas Cove, Corinth, Corral City, Crandall, Crowley, Dalworthington Gardens, Denison, DeSoto, Duncanville, Eastland, Edgecliff Village, Emory, Ennis, Euless, Everman, Fairview, Farmers Branch, Farmersville, Fate, Flower Mound, Forest Hill, Fort Worth, Frisco, Frost, Gainesville, Garland, Garrett, Grand Prairie, Grapevine, Gunter, Haltom City, Harker Heights, Haskell, Haslet, Hewitt, Highland Park, Highland Village, Honey Grove, Hurst, Hutto, Iowa Park, Irving, Justin, Kaufman, Keene, Keller, Kemp, Kennedale, Kerens, Kerrville, Killeen, Krum, Lake Worth, Lakeside, Lancaster, Lewisville, Lincoln Park, Little Elm, Lorena, Madisonville, Malakoff, Mansfield, McKinney, Melissa, Mesquite, Midlothian, Murphy, Newark, Nocona, North Richland Hills, Northlake, Oakleaf, Ovilla, Palestine, Pantego, Paris, Parker, Pecan Hill, Petrolia, Plano, Ponder, Pottsboro, Prosper, Quitman, Red Oak, Reno (Parker County), Richardson, Richland, Richland Hills, Roanoke, Robinson, Rockwall, Roscoe, Rowlett, Royse City, Sachse, Saginaw, Sansom Park, Seagoville, Sherman, Snyder, Southlake, Springtown, Stamford, Stephenville, Sulphur Springs, Sweetwater, Temple, Terrell, The Colony, Trophy Club, Tyler, University Park, Venus, Vernon, Waco, Watauga, Waxahachie, Westlake, White Settlement, Whitesboro, Wichita Falls, Woodway, and Wylie.

WHEREAS, on February 28, 2014, Atmos filed with the ACSC Cities an application, hereinafter referred to as the 2014 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism, which were subsequently consolidated into GUD No. 10359 at the Railroad Commission of Texas; and

WHEREAS, on February 27, 2015, Atmos filed with the ACSC Cities an application, hereinafter referred to as the 2015 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism; and

WHEREAS, the Settlement Agreement resolves all issues between Atmos and ACSC ("the Signatories") regarding the 2014 RRM filing, which is currently pending before the Commission, and the 2015 RRM filing, which is currently pending before the ACSC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2014 RRM filing and the 2015 RRM filing can best be accomplished by each ACSC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the

following Settlement Terms as a means of fully resolving all issues between Atmos and the ACSC Cities involving the 2014 RRM filing and 2015 RRM filing:

Settlement Terms

1. Upon the execution of this Settlement Agreement, the ACSC Cities will approve an ordinance or resolution to approve the Settlement Agreement and implement the rates, terms and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. (Attachment A to the Ordinance ratifying the Agreement). Said tariffs should allow Atmos to recover annually an additional \$65.7 million in revenue over the amount allowed under currently approved rates by implementation of rates shown in the proof of revenues attached as Exhibit B. (Attachment B to the Ordinance ratifying this Agreement). The uniform implementation of gas rates, terms and conditions established by the Settlement Agreement shall be effective for bills rendered on or after June 1, 2015. Consistent with the City's authority under Section 103.001 of the Texas Utilities Code, the Settlement Agreement represents a comprehensive settlement of gas utility rate issues affecting the rates, operations and services offered by Atmos within the municipal limits of the ACSC Cities arising from Atmos' 2014 RRM filing and 2015 RRM filing. No refunds of charges billed to customers by Atmos under the RRM in past periods shall be owed or owing.
2. In an effort to streamline the regulatory review process, Atmos and the ACSC Cities have agreed to renew the Rate Review Mechanism ("Rider RRM") for a period commencing with the Company's March 1, 2016 filing under this mechanism for the calendar year 2015, effective June 1, 2016, and continuing thereafter until such time as either the ACSC Cities issue an ordinance stating a desire to discontinue the operation of the tariff or Atmos files a Statement of Intent. Atmos and the ACSC Cities further agree that the RRM tariff shall remain in effect until such time as new, final rates are established for Atmos. Upon approval of this Settlement Agreement by the ACSC Cities, Atmos shall file an updated RRM Tariff with each city reflecting the provisions of this agreement.
3. Atmos and the ACSC Cities agree that rate base as of December 31, 2014 in the amount of \$1,955,948,256 is just and reasonable and shall be recovered in rates.
4. Atmos and the ACSC Cities agree that a pension and other postemployment benefits balance as of December 31, 2014 in the amount of \$18,284,949 is just and reasonable and shall be used as the beginning balance for purposes of determining pension and other postemployment benefits to be recovered in the next RRM filing (Attachment D to the Ordinance ratifying the Agreement).
5. With regard to the treatment of Atmos' Rule 8.209 regulatory asset under the RRM, Atmos and the ACSC Cities agree to the following with respect to any pending and future RRM filings:
 - a. the capital investment in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209;

- b. the classification of projects included in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall serve as a basis for classification of projects in future RRM filings;
- c. the treatment of blanket replacement projects, system upgrades, relocations, and transmission line replacements in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings.
- d. the incurred expenses included in the Rule 8.209 regulatory asset in the 2014 RRM and the 2015 RRM are reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings;
- e. interest on the Rule 8.209 regulatory asset account shall be calculated using the pre-tax cost of capital most recently approved by the Commission. The use of the pre-tax cost of capital is consistent with Rule 8.209. A return on Rule 8.209 capital investment is only earned once the investment is included in rate base. No change in the Company's calculation of the interest component in its Rule 8.209 regulatory asset accounts is warranted through the period ended May 31, 2015. Beginning June 1, 2015, interest expense shall be calculated monthly using simple interest (*i.e.* 11.49% divided by 12, or approximately 0.96% per month) applied to the total value of the Rule 8.209 asset investment (exclusive of interest) until such time the Rule 8.209 regulatory asset is approved for inclusion in the Company's rate base.
- f. While Atmos and the ACSC Cities agree to apply the treatments and methodologies set forth in this paragraph, subsections (a) – (e) in all future RRM filings, the regulatory authority retains its right to disallow any capital investment that is not shown to be prudently incurred, and any expense not shown to be reasonable and necessary, in future RRM filings.
- g. Atmos and the ACSC Cities acknowledge that their agreement regarding the treatment and methodologies applicable to Rule 8.209 capital investments under the RRM tariff shall not prejudice the right of either party to argue for different treatments or methodologies in a future statement of intent proceeding.

- 6. Revenues approved pursuant to Paragraph 1 of the Settlement Agreement include reimbursement of rate case expenses owed to the ACSC Cities in connection with the 2014 RRM filing.
- 7. The Signatories agree that each ACSC city shall approve this Settlement Agreement and adopt an ordinance or resolution to implement for the ACSC Cities the rates, terms, and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. Atmos and ACSC further agree that at such time as all of the ACSC Cities have passed an ordinance or resolution consistent with the Settlement and Atmos has received such ordinance or resolution, Atmos shall withdraw its appeal of the currently pending RRM filing before the Railroad Commission of Texas in connection with the 2014 RRM filing.

8. Atmos and the ACSC Cities further agree that the express terms of the Rider RRM are supplemental to the filing, notice, regulatory review, or appellate procedural process of the ratemaking provisions of Chapter 104 of the Texas Utilities Code. If the statute requires a mandatory action on behalf of the municipal regulatory authority or Atmos, the parties will follow the provisions of such statute. If the statute allows discretion on behalf of the municipal regulatory authority, the ACSC Cities agree that they shall exercise such discretion in such a way as to implement the provisions of the RRM tariff. If Atmos appeals an action or inaction of an ACSC City regarding an RRM filing to the Railroad Commission, the ACSC Cities agree that they will not oppose the implementation of interim rates or advocate the imposition of a bond by Atmos consistent with the RRM tariff. Atmos agrees that it will make no filings on behalf of its Mid-Tex Division under the provisions of Section 104.301 of the Texas Utilities code while the Rider RRM is in place. In the event that a regulatory authority fails to act or enters an adverse decision regarding the proposed annual RRM adjustment, the Railroad Commission of Texas shall have exclusive appellate jurisdiction, pursuant to the provisions of the Texas Utilities Code, to review the action or inaction of the regulatory authority exercising exclusive original jurisdiction over the RRM request. In addition, the Signatories agree that this Settlement Agreement shall not be construed as a waiver of the ACSC Cities' right to initiate a show cause proceeding or the Company's right to file a Statement of Intent under the provisions of the Texas Utilities Code.
9. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any ACSC city enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal. If any ACSC city rejects this Settlement Agreement, then this Settlement Agreement shall be void *ab initio* and counsel for the ACSC Cities shall thereafter only take such actions as are in accordance with the Texas Disciplinary Rules of Professional Conduct.
10. The Signatories agree that all negotiations, discussions and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with Atmos' 2014 RRM filing and 2015 RRM filing.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the ACSC Cities of an ordinance or resolution implementing this Settlement Agreement.
12. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and, except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.

Attachment A

13. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Attachment A

Agreed to this 7 day of May, 2015.

ATMOS ENERGY CORP., MID-TEX DIVISION

By:

John A. Paris

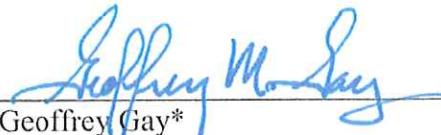
John A. Paris
President, Mid-Tex Division

Attachment A

Agreed to this 7th day of May 2015.

ATTORNEY FOR ATMOS CITIES STEERING COMMITTEE, WHOSE MEMBERS INCLUDE THE CITIES OF ABILENE, ADDISON, ALLEN, ALVARADO, ANGUS, ANNA, ARGYLE, ARLINGTON, AUBREY, BEDFORD, BELLMEAD, BENBROOK, BEVERLY HILLS, BLOSSOM, BLUE RIDGE, BOWIE, BOYD, BRIDGEPORT, BROWNWOOD, BUFFALO, BURKBURNETT, BURLESON, CADDO MILLS, CANTON, CARROLLTON, CEDAR HILL, CELESTE, CELINA, CENTERVILLE, CISCO, CLARKSVILLE, CLEBURNE, CLYDE, COLLEGE STATION, COLLEYVILLE, COLORADO CITY, COMANCHE, COMMERCE, COOLIDGE, COPPELL, COPPERAS COVE, CORINTH, CORRAL CITY, CRANDALL, CROWLEY, DALWORTHINGTON GARDENS, DENISON, DESOTO, DUNCANVILLE, EASTLAND, EDGECLIFF VILLAGE, EMORY, ENNIS, EULESS, EVERMAN, FAIRVIEW, FARMERS BRANCH, FARMERSVILLE, FATE, FLOWER MOUND, FOREST HILL, FORT WORTH, FRISCO, FROST, GAINESVILLE, GARLAND, GARRETT, GRAND PRAIRIE, GRAPEVINE, GUNTER, HALTOM CITY, HARKER HEIGHTS, HASKELL, HASLET, HEWITT, HIGHLAND PARK, HIGHLAND VILLAGE, HONEY GROVE, HURST, HUTTO, IOWA PARK, IRVING, JUSTIN, KAUFMAN, KEENE, KELLER, KEMP, KENNEDALE, KERENS, KERRVILLE, KILLEEN, KRUM, LAKE WORTH, LAKESIDE, LANCASTER, LEWISVILLE, LINCOLN PARK, LITTLE ELM, LORENA, MADISONVILLE, MALAKOFF, MANSFIELD, MCKINNEY, MELISSA, MESQUITE, MIDLOTHIAN, MURPHY, NEWARK, NOCONA, NORTH RICHLAND HILLS, NORTHLAKE, OAKLEAF, OVILLA, PALESTINE, PANTEGO, PARIS, PARKER, PECAN HILL, PETROLIA, PLANO, PONDER, POTTSBORO, PROSPER, QUITMAN, RED OAK, RENO (PARKER COUNTY), RICHARDSON, RICHLAND, RICHLAND HILLS, ROANOKE, ROBINSON, ROCKWALL, ROSCOE, ROWLETT, ROYSE CITY, SACHSE, SAGINAW, SANSOM PARK, SEAGOVILLE, SHERMAN, SNYDER, SOUTHLAKE, SPRINGTOWN, STAMFORD, STEPHENVILLE, SULPHUR SPRINGS, SWEETWATER, TEMPLE, TERRELL, THE COLONY, TROPHY CLUB, TYLER, UNIVERSITY PARK, VENUS, VERNON, WACO, WATAUGA, WAXAHACHIE, WESTLAKE, WHITE SETTLEMENT, WHITESBORO, WICHITA FALLS, WOODWAY, AND WYLIE.

By:


Geoffrey Gay*

* Subject to approval by ACSC City Councils

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 40.00 per month
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 18.62 per month
Commodity Charge – All Ccf	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharge: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharge: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = \frac{R_i \left(HSF_i \times (NDD-ADD) \right)}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT		
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS		
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015		PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PROOF OF REVENUES AND PROPOSED TARIFF STRUCTURE
TEST YEAR ENDING DECEMBER 31, 2014

Data Sources:
GUD10170_FINAL.xlsm

ATMOS ENERGY CORP., MID-TEX DIVISION
 PROOF OF REVENUES AND PROPOSED TARIFF STRUCTURE
 TEST YEAR ENDING DECEMBER 31, 2014

(a)	(b)	(c)	(d)	(e)	(f)	(g)
1 Proposed Change In Rates:						
2 Proposed Change In Rates without Revenue Related Taxes:			\$21,066,527	Schedule A		
3			\$19,757,254	Ln 1 divided by factor on WP_F-5.1		
4						
5						
6	Revenue Requirements	Allocations				
7 Residential	\$ 338,431,486	77.95%	Per GUD 10170 Final Order			
8 Commercial	\$ 84,223,622	19.40%	Per GUD 10170 Final Order			
9 Industrial and Transportation	\$ 11,490,316	2.65%	Per GUD 10170 Final Order			
10 Net Revenue Requirements GUD No. 10170	\$ 434,145,424					
11						
12						
13						
14						
15						
16						
17						
18	Rate Class	Current	Proposed Change	Proposed Rates	Proposed Change In Revenues	Proposed Revenues
19						
20 Residential Base Charge	\$ 18.20	\$ 0.36	\$ 18.56	\$ 6,351,350	\$ 327,447,398	\$ 18.60
21 Residential Consumption Charge	\$ 0.08819	\$ 0.01112	\$ 0.09931	\$ 9,049,383	\$ 80,817,829	\$ 0.09931
22 Commercial Base Charge	\$ 38.50	\$ 1.37	\$ 39.87	\$ 2,000,584	\$ 58,221,364	\$ 40.00
23 Commercial Consumption Charge	\$ 0.07681	\$ 0.00339	\$ 0.08020	\$ 1,834,968	\$ 43,411,339	\$ 0.08020
24 I&T Base Charge	\$ 675.00	\$ 22.35	\$ 697.35	\$ 220,192	\$ 6,870,292	\$ 700.00
25 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2807	\$ 0.0130	\$ 0.2937	\$ 142,055	\$ 3,209,350	\$ 0.2937
26 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2056	\$ 0.0095	\$ 0.2151	\$ 117,051	\$ 2,650,282	\$ 0.2151
27 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0441	\$ 0.0020	\$ 0.0461	\$ 42,703	\$ 984,314	\$ 0.0461
28						
29						
					\$ 19,758,287	\$ 523,612,169

Data Sources:
 GUD10170_FINAL.xsm

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 40.00 per month
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharge: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment C
RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 18.62 per month
Commodity Charge – All Ccf	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharge: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharge: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = \frac{R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}}{}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT		
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS		
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015		PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2014

Line No.	Description (a)	Shared Services		Mid-Tex Direct		Adjustment Total (g)
		Pension Account Plan ("PAP") (b)	Post-Retirement Medical Plan ("FAS 106") (c)	Pension Account Plan ("PAP") (d)	Supplemental Executive Benefit Plan ("SERP") (e)	
1	Fiscal Year 2014 Towers Watson Report (excluding Removed Cost Centers)	\$ 6,386,326	\$ 4,542,023	\$ 9,481,570	\$ 165,758	\$ 8,736,645
2	Allocation to Mid-Tex	46.26%	46.26%	71.70%	100.00%	71.70%
3	FY14 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MfT X (Ln 1 x Ln 2)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
5	FY14 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334
6						\$ 18,284,949
7						
8	Summary of Costs to Approve:					
9						
10	Total Pension Account Plan ("PAP")	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 9,753,835
11	Total Post-Retirement Medical Plan ("FAS 106")					8,365,356
12	Total Supplemental Executive Retirement Plan ("SERP")					165,758
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334
14						\$ 18,284,949
15						
16	O&M Expense Factor	95.82%	95.82%	43.03%	21.00%	43.03%
17	Expense Portion (Ln 13 x Ln 16)	\$ 2,831,859	\$ 2,013,280	\$ 2,925,600	\$ 34,809	\$ 2,695,721
18						\$ 10,501,250
19	Capital Factor	4.18%	4.18%	56.97%	79.00%	56.97%
20	Capital Portion (Ln 13 x Ln 20)	\$ 123,445	\$ 87,761	\$ 3,872,930	\$ 130,949	\$ 3,568,614
21						\$ 7,783,699
22	Total (Ln 18 + Ln 22)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334
23						\$ 18,284,949
24						

RESOLUTION NO R2015-016

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, *City of Ovilla*

Ovilla is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

Section One

That the Individuals, whose signature appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/ TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section Two

That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/ TexPool *Prime* account or (2) is no longer employed by the Participant; and

Section Three

That the Participant may be Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name Dennis Burn Title City Administrator

Signature _____ Phone Number 972.617.7262

2. Name Richard A. Dormier Title Mayor of Ovilla

Signature _____ Phone Number 972.617.7262

RESOLUTION NO R2015-016

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

3. Name David Griffin Title Mayor Pro Tem/Council Place 3

Signature _____ Phone Number 972.617.7262

List the names of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participant Agreement.

Name City Accountant – Linda Harding

Email lharding@cityofovilla.org Fax Number 972-515.3221

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

4. Name Pamela Woodall Title City Secretary

Section Four

That this Resolution and its authorized shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held of the 08th day June 2015.

NAME OF PARTICIPANT: City of Ovilla

BY: _____

Signature

Richard A. Dormier

Printed Name

Mayor

Title

ATTEST: _____

Signature

Pamela Woodall

Printed Name

City Secretary, City of Ovilla

Title

This document supersedes all prior Authorized Representative designations.

RESOLUTION NO R2015-017

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, *City of Ovilla* is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool (TexStar/LOGIC), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

Section One

That the individuals, whose signature appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexStar/LOGIC and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section Two

That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexStar/LOGIC account or (2) is no longer employed by the Participant; and

Section Three

That the Participant may be Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexStar Participant Services.

1. Name Dennis Burn Title City Administrator

Signature _____ Phone Number 972.617.7262

2. Name Richard A. Dormier Title Mayor

Signature _____ Phone Number 972.617.7262

RESOLUTION NO R2015-017

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

3. Name David Griffin Title Mayor Pro Tem

Signature _____ Phone Number 972.617.7262

List the names of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participant Agreement.

Name City Accountant-Linda Harding

Email lharding@cityofovilla.org Fax Number 972.515.3221

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

4. Name Pamela Woodall Title City Secretary

Section Four

That this Resolution and its authorized shall continue in full force and effect until amended or revoked by the Participant, and until TexStar Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held of the 08 day June, 2015.

NAME OF PARTICIPANT: City of Ovilla

BY: _____

Signature

Richard A. Dormier

Printed Name

Richard A. Dormier

Title

ATTEST: _____

Signature

Pamela Woodall

Printed Name

Pamela Woodall

Title

This document supersedes all prior Authorized Representative designations.

Exhibit A



Standard Charges for Service Agreement

Dear Mr. Piland,

5/17/2015

I appreciated the opportunity to speak with you and am pleased to offer you these documents regarding shredding services with Bridges Training Foundation.

To accommodate your needs we can accept and shred your paper records at the cost of \$0.50 cents per pound or \$17.50 per banker's box.

There is no minimum amount of paper (or boxes) required to secure shredding services. Also, per our discussion your company will not need pickup service but will arrange a day and time to drop off at our facility.

Once your records arrive at our facility they will be secured, your boxes will be inventoried and destroyed. All paper records are shredded into 5/8 strips and disposed of in a secure manner.

After your documents are destroyed you will receive a Certificate of Destruction.

If you have any questions please do not hesitate to contact me. We are very excited about doing business with the City of Ovilla.

Sincerely,

A handwritten signature in black ink that appears to read "M. Boler".

MeLissa Boler

817-996-8793



This Confidential Document Destruction Agreement ("Agreement") is entered into as of this _____, day of _____, 2015 ("Effective Date") by and between Bridges Training Foundation having a place of business at 110 East Ohio Street Midlothian TX 76065 ("Company"), and City of Ovilla, having a place of business at 105 S Cockrell Hill Rd, Ovilla, TX 75154 ("Customer").

1. SERVICES

1.1 Services to be furnished.

Company will provide the services for the secure destruction of records ("Services") described on Exhibit A attached hereto and made a part thereof. The acceptance, transfer and processing of information transferred to our custody shall be documented and verified in writing and such documentation made available to the customer in the course of business or upon request. Company will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer's option, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth in Exhibit A, in which case Company will consult with Customer as to the terms and conditions of the Services requested.

1.2 Services to Affiliates and Subsidiaries.

Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.

1.3 Services by Third Parties.

Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

1.4 Red Flag Rule Compliance:

Identity Theft Prevention and Detection. In the event that Company is retained to perform information destruction services in connection with "covered accounts" as defined by the regulations listed at 16 C.F.R. § 681.1 et. seq. (the "Red Flag Rule"), and these services are identified by Customer, Company shall have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities (if any), and shall either report the Red Flags to the Customer or take appropriate steps to prevent or mitigate identity theft in connection with these Red Flags. Company agrees to reasonably cooperate with any subsequent investigation by or on behalf of the Customer related to such notification by the Company.

2. RESPONSIBILITIES

2.1 Right to Rely on Instructions.

Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

2.2 Compliance with Contracts,

Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

2.3 Cooperation and Assistance.

Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

2.4 Hazardous Substances.

Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

2.5 Material Descriptions.

Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.

2.6 Negotiable Items.

Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travel checks, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$100,000.

3. FEES AND PAYMENTS

All standard charges for Services under this Agreement shall be as specified on Exhibit A. The prices set forth in Exhibit A are based on the price per pound and average banker box capacity. The initial term of the Agreement shall be twelve months from the Effective Date. For any service requested by Customer that is not listed on Exhibit A, the charges will be as agreed to in writing by Customer and

Company prior to the rendering of such Service. Invoices shall be due and payable within ten (10) business days from receipt of the applicable invoice.

4. CONFIDENTIALITY –

“Confidential Information” means any information relating to Customer’s property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company’s reasonable costs for such compliance.

5. TERM AND TERMINATION

5.1 Term.

This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 5.2, shall continue in effect for one year, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.

5.2 Termination.

Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within ninety (90) days after written notice from the nonbreaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable and Company shall have no obligation to provide further Services to Customer.

6. CLAIMS AND DISPUTE RESOLUTION

6.1 Time for Presenting Claims.

Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

6.2 Arbitration.

Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator’s interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

6.3 Services during Arbitration.

During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

7. LIABILITY AND WARRANTY

7.1 Limitation of Liability.

Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty.

Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

8. MISCELLANEOUS

8.1 Notices.

All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

8.2 Binding Nature and Assignment.

This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure.

Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

8.4 Relationship of Parties.

Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement.

This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity.

If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

8.7 Exclusivity:

Customer agrees to retain Company on an exclusive basis at all facilities covered by this agreement for the term of this contract.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER

By: _____

Title: _____

Date: _____

COMPANY

By: _____ 

Title: President \CEO

Date: 5/19/2015

CITY OF OVILLA MINUTES

Monday, May 13, 2015

Special City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Special Council Meeting of the Ovilla City Council to order at 8:30 a.m. for the purpose of canvassing the May 09, 2015 Municipal Election. The following City Council Members were present:

Rachel Huber
Larry Stevenson

Council Member, Place 1
Council Member, Place 2

Mayor Dormier announced present Council members required for canvass, thus constituting a quorum. The Interim City Administrator MS Lee and City Secretary were also present.

PL2 Larry Stevenson gave the invocation and PL1 Huber led the recitation of the Pledge of Allegiance.

Presiding Judge Charlie Morton issued the Certificates of Election for the Ovilla Municipal Election held on May 09, 2015, for the following:

1. Mayor Dormier – unopposed, declared elected
2. PL2 Council Larry Stevenson – unopposed, declared elected
3. PL4 Council Doug Hunt – elected with a vote of 199. Opponent, Art McClain held 161 votes.

Mr. Morton added that two provisional votes were currently at the Ellis County Registrars office for verification.

The Proposition passed with the results given:

PROPOSITION		EARLY VOTING	ELECTION DAY	TOTALS	
FOR	AGAINST	148	162	310	
Proposition		15	17	32	
*	The reauthorization of the local sales and use tax in the City of Ovilla at the rate of one quarter of one percent to continue providing revenue for the maintenance and repair of existing municipal streets.			For	Against
*				310	32

REGULAR AGENDA

ITEM 1. *Discussion/Action – Consider* Resolution 2015-013 of the City Council of the City of Ovilla, Declaring and Canvassing the Results of the May 09, 2015 Municipal Election.

PL2 Stevenson moved to approve Resolution 2015-013 of the City Council of the City of Ovilla, declaring and canvassing the results of the May 09, 2015 Municipal Election, seconded by PL1 Huber. *No opposition, no abstentions.*

VOTE: Motion carried unanimously 2-0.

ITEM 2. *Discussion/Action – Consider* Resolution 2015-014 of the City Council of the City of Ovilla, canvassing the results of the May 09, 2015 sales and use tax election reauthorizing the sales and use tax in the City of Ovilla at the rate on one-quarter of one percent to continue providing revenue for the maintenance and repair of existing municipal streets.

PL2 Stevenson moved to approve Resolution 2015-014, canvassing the results of the May 09, 2015 sales and use tax election reauthorizing the sales and use tax in the City of Ovilla at the rate on one-quarter of one percent to continue providing revenue for the maintenance and repair of existing municipal streets, seconded by PL1 Huber. *No opposition, no abstentions.*

VOTE: Motion carried unanimously 2-0.

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 8:41 a.m.

ATTEST:

Pamela Woodall, City Secretary

Attachment: Official Tabulation

Richard Dormier, Mayor

Approved June 08, 2015



Dallas & Ellis Counties
Ovilla, TX

**MAY 09, 2015 GENERAL ELECTION
FOR MAYOR
PLACE 2 & PLACE 4 COUNCIL MEMBERS
& PROPOSITION
OFFICIAL TABULATION**

*** DENOTES WINNER**

<u>Mayor</u>	*Richard Dormier Uncontested / Declared Elected	Early	Election Day	
<u>Place 2</u>	*Larry Stevenson Uncontested / Declared Elected	Early	Election Day	
<u>Place 4</u>		Early	Election Day	Total
	Art McClain	79	82	161
	*Douglas "Doug" Hunt	91	108	199

***PROPOSITION:**

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF OVILLA AT THE RATE OF ONE FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

FOR: 148 162 310

AGAINST: 15 17 32

170	Early Voting Ballots Cast
190	Election Day Ballots Cast
362	Total Ballots Cast – (2 Provisional Ballots Cast)
224	Registered Voters (Dallas Co.)
2651	Registered Voters (Ellis Co.)
2875	Total Registered Voters
13%	Voter Turnout

Canvass conducted
Wednesday, May 13, 2015
8:30 a. m.

Charlie Morton
Charlie Morton, Presiding Election Judge

Pamela Woodall
Pamela Woodall, City Secretary

CITY OF OVILLA MINUTES

Monday, May 11, 2015

City Council Briefing Session

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Council Briefing Session of the Ovilla City Council to order at 6:03 P.M. The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Absent: Dean Oberg	Council Member, Place 5

Mayor Dormier announced present Council members, thus constituting a quorum. Various department-heads and staff were also present. Staff presented Council with future agenda items and pending items still under staff review.

CONDUCT A BRIEFING SESSION to review and discuss future agenda items.

- a. "Music in the Park" event & flyer planned by the Parks Board and staff to occur June 06
- b. Revisions to Code of Ordinances (Sefko - developing a work plan)
- c. Advised results of ESD #4 Election results – Interim CA MS Lee advised that the tax increase for the ESD #4 passed: FOR 603 / AGAINST 33.
- d. An Ordinance amending the Fiscal Year 2014-2015 Annual budget annual program of services, in accordance with the mid-year budget review and amendment as part of the formal budget process, providing for publication of this ordinance and providing an effective dates. Staff is still evaluating current sewer rates. A reminder was shared that staff received a Settlement Invoice over \$20,000 from Trinity River Authority.

PENDING AGENDA Items still under staff review

- a. Ordinance implementing a 50/50 sidewalk maintenance program – Still under review
- b. Ordinance 2015-xxx for the regulation of dumpsters - Legal counsel is working on this.
- c. Parking of trucks (one-ton flatbed) on residential streets.

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

Mayor Dormier and Council reviewed items listed on the 6:30 p.m. agenda that included a Public Hearing and Regular Meeting agenda items.

Regarding the two items from the Consent Items on the Agenda, Council shared a few suggestions:

C1 – March 2015 Financial Transactions – asked for energy contract information

C4 – Council expects dates of implementation regarding responses/changes resulting from Yeldell Management Letter.

ADJOURNMENT

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:24 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved June 08, 2015

CITY OF OVILLA MINUTES

Monday, May 11, 2015

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:31 P.M. The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Dean Oberg	Council Member, Place 5 (arrived at 7:00 p.m.)

Mayor Dormier announced present Council members, thus constituting a quorum. Interim City Administrator Jacqueline Lee, various department directors and staff were also present.

Brian Treadaway, Vertical Church was unable to attend, therefore, Mayor Pro Tem Griffin gave the Invocation and Mayor Dormier led the recitation of the Pledge of Allegiance.

COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS

Mayor Dormier read aloud and presented two Proclamations:

1. Motorcycle Awareness – Photos were taken outside with motorcyclists
2. Police Office Memorial Week – Photo taken inside with Chief Moon

- ***Citizens Comments / Citizens Forum:***

1. Mr. Jeff Thaxton – Building a home in Ovilla and voiced concerns with Ovilla's Building Code; asked Council to allow him to apply for a variance for a front facing garage.
2. MS Jimmie Wade – 606 Creek View Circle: spoke on various topics.
3. MS Barbara Betik – Signed up to speak on Item 3.

- ***Department Activity Reports / Discussion* – staff presented their reports.**

• Police Department	Police Chief M. Moon
• Monthly Report	
• Chief Moon requested to lower the flags on May 15 in honor of Police Officer Week.	
• Fire Department	Fire Marshal Kevin Lindsey
• Monthly Report	
• Public Works	Public Works Director B. Piland
• Monthly Report	
• Grateful for Progressive's assistance on Clean-Up Day.	
• Finance Department	City Accountant L. Harding
• February 2015 Monthly Financials	
• Administration	Interim CA MS Lee
• Activity Report	
• Chief Moon submitted his resignation from the Police Department.	
• Monthly Municipal Court Report	City Secretary P. Woodall
• Monthly Code/Animal Control Reports	Code/AC Officer M. Dooly was unable to attend due to illness.

Council asked that staff begin sharing the monthly permits report, beginning at the next meeting.

CONSENT AGENDA

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

- C1. March 2015 Financial Transactions over \$5,000
- C2. Committed Fund Balance
- C3. Quarterly Investment Report
- C4. Staff responses to Management Letter from Yeldell
- C5. Consideration of and action on Resolution R2015-010 of the City of Ovilla, Texas, adopting the Storm Water Management Plan 2014-2019.
- C6. Consider ERCOT Election of Unaffiliated Director and Bylaws Amendment
- C7. Minutes of the April 17, 20 and 29 Special Meetings
- C8. Minutes of the April 13, 2015 Briefing Session and Regular City Council Meeting

Council asked that staff return with implementation dates regarding Consent Item C4.

PL2 Stevenson moved that Council approve the Consent Items as presented, seconded by PL4 Hunt. *No oppositions, no abstentions.*

VOTE: The motion to approve carried unanimously: 4-0.

(Place 5 Oberg arrived following the motion.)

PUBLIC HEARING AND CONSIDERATION

Mayor Dormier read aloud: In accordance with the laws of the State of Texas, the City Council of the City of Ovilla conducts public hearings to receive public testimony and comments from all interested persons and parties of the properties described and announced Case PZ15.003.

- 1. Case No. PZ15.03. **Receive** presentation and citizen comments on a request by Mr. Robert Hill to replat his property at Tanglewood Hollow, Phase 2, approximately 6.968 acres, replatting to 6 individual residential lots 18A, 18B, 18C, 18D, 18E, 18F, ranging from 1.147 – 1.186 acres, in the City of Ovilla, Extraterritorial Jurisdiction (ETJ).
 - a. **Presentation** of Request for replat, Mr. Robert Hill. Applicant, Robert Hill, 104 Kimberly, Palmer, Texas: Advised that he wished to subdivide his property with intent to build custom homes.
 - b. **PUBLIC HEARING** to receive comments from the public regarding the request. Mayor Dormier opened the Public Hearing at 7:04 p.m.
 - **Those speaking in support of the request: None**
 - **Those speaking in opposition of the request: None**

Mayor Dormier closed the Public Hearing at 7:05 p.m.

- c. **DISCUSSION/ACTION** – Case No. PZ15-03. Receive recommendation from the Planning and Zoning Commission regarding the request from Mr. Robert Hill on his property of approximately 6.968 acres to replat to 6 individual residential lots 18A, 18B, 18C, 18D, 18E, 18F, ranging from approximately 1.147 – 1.186 acres, located in Tanglewood Hollow, Phase 2, in the City of Ovilla, Extraterritorial Jurisdiction (ETJ) and consider approval of the replat request.

Public Works Director Brad Piland advised the Council that the replat request was in Ovilla's ETJ, therefore, staff was working with the County on this request and once approved by Council, the replat application would be forwarded to the County for their consideration. Piland reported that the replatting has met

Ovilla's requirements and will have to meet the replatting requirements of the County also; grading plan, fire hydrants, etc. Sardis Lone Elm would provide water service.

PL2 Stevenson moved that Council accept the P&Z Commission's recommendation and approve the replat request filed by Mr. Robert Hill to replat his property at Tanglewood Hollow, Phase 2, being approximately 6.968 acres, replatting to 6 individual residential lots: 18A, 18B, 18C, 18D, 18E, 18F, ranging from 1.147-1.186 acres in the City of Ovilla, Extraterritorial Jurisdiction (ETJ) and direct staff to forward City approval to Ellis County, seconded by PL1 Huber. *No oppositions, no abstentions.*

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

REGULAR AGENDA

2. ***DISCUSSION/ACTION*** - Case No. PZ15.004 ***Receive*** recommendation report from the Planning and Zoning Commission for the MISD Site Plan and consider approval of same.

February 2015, Council approved the MISD Annexation and rezoning of a 13.998 acre tract generally located north of Shiloh Road and west of Bryson Lane to build an elementary school. Section 26 of the Code sets forth site plan requirements. The Site Plan provided shows the MISD building presently proposed for construction. Documents have been reviewed by both the City Administrator and Public Works Director. All buildings, facilities, and improvements will still have to go through the review and construction process individually to ensure proper and accurate engineering requirements. Public Works Director Brad Piland advised that all site plan requirements had been met.

The Planning and Zoning Commission reviewed the Site Plan during their regular meeting, Monday, May 04. The Commission is forwarding recommendation for approval by Council.

PL2 Stevenson moved that Council approve the MISD Site Plan as presented, seconded by PL4 Hunt. *No oppositions, no abstentions.*

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

3. ***DISCUSSION/ACTION – Consideration*** of and action on Ordinance 2015-011 providing for the amendment to the Zoning Ordinance of the City of Ovilla, Texas, that being Ordinance 2010-013, as heretofore amended, approving a Planned Development District being approximately 130.043 acres of land, consisting of 3 tracts of land situated in the Samuel Clark Survey and each being part of a 107.8110 acre tract recorded in volume 2115, page 2065 of the deed records of Ellis County, and 2 tracts of land situated in the E. W. Banton Survey, Abstract 5 and both being part of a 22.232 acre tract of land described in volume 2335, page 1106 of the deed records of Ellis County; providing for regulations applicable to the Planned Development District; providing for an amendment of the official zoning map of the City of Ovilla to reflect the Planned Development District as ***Ovilla Town Center - PD1***; providing for penalties; providing a savings clause; providing a severability clause; providing for publication and providing an effective date.

Mayor Dormier acknowledge and allowed an Ovilla resident that signed up to speak on this item: MS Barbara Betik, 601 Buckboard Trail voiced concerns on the Planned Development (PD), specifically the Senior Community and asked for Council's consideration to deny any further progress with the PD.

Mayor Dormier acknowledged the developer, Mr. Hargrove and asked him to clarify questions from Council:

- Size of the clubhouse is unknown at this phase of the project.
- Age 55 and older – owner occupant only is listed in the ordinance and will be presented in the developer's agreement and deed restrictions.
- Exercise facility is expected to be at least 3,000 sq. ft.

PL4 Hunt moved that Council approve Ordinance 2015-011 providing for the amendment to the Zoning Ordinance of the City of Ovilla, Texas, that being Ordinance 2010-013, as heretofore amended, approving a Planned Development District being approximately 130.043 acres of land, consisting of 3 tracts of land situated in the Samuel Clark Survey and each being part of a 107.8110 acre tract recorded in volume 2115, page 2065 of the deed records of Ellis County, and 2 tracts of land situated in the E. W. Banton Survey, Abstract 5 and both being part of a 22.232 acre tract of land described in volume 2335, page 1106 of the deed records of Ellis County; providing for regulations applicable to the Planned Development District; providing for an amendment of the official zoning map of the City of Ovilla to reflect the Planned Development District as **Ovilla Town Center - PD1**; providing for penalties; providing a savings clause, providing a severability clause; providing for publication and providing an effective date, seconded by PL5 Oberg. *PL2 Stevenson opposed, no abstentions.*

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

4. DISCUSSION/ACTION – Consideration of and action for approval of a proposed Budget Calendar for FY2015-2016 budget preparations.

To assure staff and Council meet target dates in compliance with Truth-N-Taxation for the creation of budget and the tax rate, staff prepared a proposed FY2015-2016 Budget Calendar for consideration. Council made a few revisions based on inability to attend certain proposed meeting dates.

PL2 Stevenson moved that Council approve the proposed Budget calendar for FY2015-16 budget preparations with the noted revisions, seconded by PL5 Oberg. *No oppositions, no abstentions.*

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

5. DISCUSSION/ACTION – Consideration of and action on volunteer board appointments and/or reappointments to the Board of Adjustment and direct staff as necessary.

The Ovilla Code of Ordinance states that Council review an annual report and consider appointments/reappointments to the Board of Adjustment on an annual basis. Staff presented the annual report and advised Council of expiring terms.

During the Fiscal Year 2013-2014, **12** appeals were submitted to the Board of Adjustment for consideration.

Special Exceptions: 4

Fence; Building Line: **2** - Approved

Fence; Material: **1** – Approved

Fence; Post/Rails outside: **1** – Approved

Variances: 8

Accessory Building; Size: **2** - **1** Denied **1** Approved

Accessory Building; Material: **3** - Denied

Accessory Building; Front-facing Doors: **1** - Approved

Accessory Building; Detached Car Port: **1** - Denied

Front Facing Garage: **1** - Denied

Compared to **10** total appeals to the BOA during FY2012-2013

FY2014-2015 year-to-date – **6** appeals have been filed

The Board of Adjustment consists of a five-member board and two alternates. Each member and alternate member shall be appointed by the City Council for a two-year term. Current terms expiring in July are:

Patricia Rarick, PL1 – Did not desire reappointment

Barbara Betik, PL3 – Desired reappointment

Richard Ware, PL5 – Desired reappointment

Carol Richtsmeier (Alternate), PL 7 – Desired reappointment to a permanent position on the board.

This presented an open seat on the board. Staff shared one interested volunteer applicant, MS Sandy Cawley, that voiced desire to serve.

Mayor Pro Tem Griffin moved to appoint MS Carol Richtsmeier to PL1 on the BOA, reappoint the following to their current places: MS Barbara Betik, PL3 and Mr. Richard Ware to PL5. – There was no second. Motion failed.

Mayor Pro Tem Griffin again moved to appoint MS Carol Richtsmeier to PL1 on the BOA, reappoint the following to their current places: MS Barbara Betik, PL3 and Mr. Richard Ware to PL5, and appoint MS Sandy Cawley to the vacant alternate position of PL7, seconded by PL2 Stevenson.

No oppositions, no abstentions.

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

6. DISCUSSION/ACTION – Consideration of and action on volunteer board appointments and/or reappointments to the Planning and Zoning Commission and direct staff as necessary.

The Planning & Zoning Commission consists of a seven-member volunteer board. Each member shall be appointed by the City Council for a two-year term. Current terms expiring are:

Darrell Jungman, PL1 (Desires reappointment to serve another term)

Carol Lynch, PL3 Desires reappointment to serve another term)

Greg Pearcy, PL5 (Does not desire another term)

Bill Zimmermann, PL7 (Desires reappointment to serve another term)

This left one vacancy on the P&Z Commission. One applicant checked desires to serve on various Boards. Council directed staff to solicit for volunteer board applications.

Mayor Pro Tem Griffin moved that Council reappoint Darrell Jungman to PL1, Carol Lynch to PL3 and Bill Zimmermann to PL7, each to serve new terms on the Planning and Zoning Commission and directed staff to solicit for volunteer board applications to fill one position, seconded by PL5 Oberg. *No oppositions, no abstentions.*

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

7. DISCUSSION/ACTION – Consideration of and action on volunteer board appointments and/or reappointments to the Economic Development Corporation (EDC) and direct staff as necessary.

The Economic Development Corporation consists of a seven-member board. EDC Bylaws state each member shall be appointed by the City Council for a two-year term. Current terms expiring in June are:

Emmett Fox, PL2 (Desires reappointment)

Gary Jones, PL4 (Desires reappointment)

Howard Goldstein, PL6 (Submitted a resignation, moved from Ovilla in May)

Staff received one application from a resident indicating interest to serve on multiple boards.

PL4 Hunt moved that Council reappoint Emmett Fox-PL2 and Gary Jones-PL4 to new terms on the EDC and appoint Ron Sims to serve as PL6 on the EDC, seconded by PL1 Huber. *No oppositions, no abstentions.*

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

8. DISCUSSION/ACTION – Consideration of and action declaring two City vehicles that are no longer in use or operable as surplus property and authorize sale.

Richard Dormier, Mayor

Rachel Huber, Place One

Larry Stevenson, Place Two

Staff prepared and submitted a list of operable and possibly inoperable property (vehicles) for Council to consider declaring as surplus. Assets valued at over \$2,000 were to be disposed by a method approved by City Council. Two vehicles no longer in operation were listed:

1. 2002 GMC ½ ton pickup – was assigned to Animal Control (no longer in use)
2. 1998 Ford Pro Patch Road Repair Diesel 3 ton Truck – Street Department (no longer in use)

PL2 Stevenson moved to approve the declaration of the 2002 GMC ½ ton pickup (Animal Control) and the 1998 Ford Pro-Patch Road Repair Diesel 3-ton Truck (Street) as surplus property and authorize sale as presented, seconded by PL5 Oberg. *No oppositions, no abstentions.*

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

9. ***DISCUSSION/ACTION – Consideration*** of and action authorizing the method of sale on City property declared as surplus under Item 9, with René Bates Auctioneers.

Following the approval to declare items listed under Item 8 as surplus, staff asked for Council consideration to list the two trucks for sale with René Bates Auctioneers, Inc., which is a licensed, full service auction company. If assets are sold by on-line auction, the City would accept the highest bid(s).

PL5 Oberg moved to approve the method of disposal of declared surplus items for sale by auction with René Bates Auctioneers, Inc., an on-line website, seconded by PL2 Stevenson. *No oppositions, no abstentions.*

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

10. ***DISCUSSION/ACTION – Consideration*** of and action on Resolution R2015-011 of the City Council of the City of Ovilla, TX, amending the deadline of the ESD #4 contract to September 30, 2015, for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4, repealing Resolution R2014-032.

August 25, 2014, Council approved Resolution R2014-032, providing a deadline to terminate services with ESD #4 as of June 01, 2015, as the funding level did not cover the actual costs for said services. However, based on the passing results of the ESD #4 Tax Rate Election, staff presented Resolution R2015-011 for Council consideration. To date, the City had received 33% of the contracted and agreed funds for the support of ESD #4. Establishing a new deadline date would ensure the continued obligated funds of approximately \$12,500, owed to the City by ESD #4 which may not provide an equitable share, but is necessary to meet the Fire Department FY Budget.

PL2 Stevenson moved that Council approve Resolution R2015-011, amending the deadline of the ESD #4 contract to September 30, 2015, for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4, repealing Resolution R2014-032, seconded by PL4 Hunt. *No oppositions, no abstentions.*

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

11. ***DISCUSSION/ACTION – Consideration*** of and action on Resolution R2015-012, authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Cities Steering Committee to fund regulatory and related activities related to ATMOS Energy Corporation.

The ATMOS Cities Steering Committee (ACSC) held their quarterly meeting in December 2014 and approved the assessment ACSC membership. The 2015 assessment per capita fee was set at \$.05. (Same as

previous years) ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities.

PL4 Hunt moved that Council approve Resolution R2015-012, authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Cities Steering Committee to fund regulatory and related activities related to ATMOS Energy Corporation, seconded by Mayor Pro Tem Griffin. *No oppositions, no abstentions.*

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

At 8:05 p.m., Mayor Dormier announced that the Council would meet in a closed session on the following two items pursuant to Section 551.074 (Personnel Matters) by authorization of the Texas Government Code.

EXECUTIVE SESSION

12. DISCUSSION/ACTION – *Consideration* of and action on the appointment of the Fire Chief.

13. DISCUSSION/ACTION – *Deliberate* the appointment, employment, and evaluation of applicants for the position of City Administrator.

COUNCIL WILL RECONVENE INTO OPEN SESSION, AND TAKE ACTION
NECESSARY PURSUANT TO EXECUTIVE SESSION, IF NEEDED.

Mayor, Council and MS Lee reconvened into regular session at 8:56 p.m. No decisions were made in Executive Session.

Under Item 12, PL5 Oberg moved that Council approve the appointment of Brandon Kennedy as Fire Chief, seconded by PL2 Stevenson. *No oppositions, no abstentions.*

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

Under Item 13, Mayor Pro Tem Griffin moved that Council direct Interim City Administrator MS Lee and staff to prepare a contract job offer with Mr. Dennis Burn, seconded by PL5 Oberg. *No oppositions, no abstentions.*

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

REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS

No ANNOUNCEMENTS.

1. PL1 Huber	None
2. PL2 Stevenson	None
3. Mayor Pro Tem	None
4. PL4 Hunt	None
5. PL5 Oberg	None

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 9:00 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved May 11, 2015

Executive Agenda filed separately.

Richard Dormier, Mayor
Rachel Huber, Place One
Larry Stevenson, Place Two

Doug Hunt, Place Four
David Griffin, Place Three
Dean Oberg, Place Five

AGENDA ITEM REPORT

Item 1

Meeting Date: June 08, 2015

Discussion Action

Submitted By: Staff

Reviewed By: City Administrator

Department: Administration

Budgeted Expense: YES NO N/A

Amount: N/A

City Secretary

City Attorney

Accountant

Other: Staff

Attachments:

1. Copy of excerpt from LGC 22.037

Agenda Item / Topic:

1. *DISCUSSION/ACTION – Consideration* of and action on the nominations and appointment of Mayor Pro Tem.

Discussion / Justification:

Section 22.037 of the Local Government Code states that the Mayor Pro-Tem is a council member that performs the mayor's duties in the event of the mayor's incapacity or absence. The Mayor-Pro-Tem is selected by majority vote of the council from among its own governing body. The Mayor-Pro-Tem's term renews annually following the municipal election and retains the right to vote on all matters before the Council while performing the duties of the mayor.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move that Council appoints _____ to serve as Mayor Pro-Tem for the City of Ovilla following the canvass of the May 2015 general election for a term through the May 2016 Uniform Election Date.

Excerpt from the TX Local Government Code, Chapter 22

LOCAL GOVERNMENT CODE
TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT
SUBTITLE B. MUNICIPAL FORM OF GOVERNMENT
CHAPTER 22. ALDERMANIC FORM OF GOVERNMENT IN TYPE A GENERAL-LAW
MUNICIPALITY
SUBCHAPTER A. GENERAL PROVISIONS

...

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE.

- (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.
- (b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.
- (c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.
- (d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

AGENDA ITEM REPORT Item 2

Meeting Date: June 08, 2015

Discussion Action

Submitted By: Staff

Reviewed By: City Administrator

Department: Municipal Court

Budgeted Expense: YES NO N/A

Amount: N/A

City Secretary

City Attorney

Accountant

Other: Staff

Attachments:

1. Resolution R2015-018

Agenda Item / Topic:

2. DISCUSSION/ACTION – *Consideration* of and action on Resolution R2015-018 authorizing and approving the appointment of a Municipal Court Judge for a two-year term effective immediately.

Discussion / Justification:

Chapter 7 of the Ovilla Code of Ordinances calls for the appointment of the municipal court judge, coinciding with the mayoral election on uniform election dates. Ovilla is a court of record and Mr. Scott Kurth, a license attorney, has served as Ovilla Municipal Court Judge since May 2007. He also serves or has served as judge in our neighboring municipalities.

Recommendation / Staff Comments:

Sample Motion(s):

I move that Council approve the appointment of Scott Kurth as the Ovilla Municipal Court Judge for a term of two years, effective immediately.

RESOLUTION NO. R2015-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS AUTHORIZING AND APPROVING THE APPOINTMENT OF SCOTT KURTH AS THE OVILLA MUNICIPAL JUDGE FOR A TWO YEAR TERM, EFFECTIVE JUNE 08, 2015.

Whereas, pursuant to Chapter 7, Section 7.01.004 of the Ovilla Code of Ordinances the municipal court of record shall be presided over by a municipal judge who shall be appointed by the city council for a term of two (2) years, which term shall be coextensive with the term of the mayor of the city.

Whereas, the municipal judge must be a licensed attorney in good standing in the state, and must have two or more years of experience in the practice of law in the state. The judge must be a citizen of the United States and of the state.

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

Section 1.

The City Council of the City of Ovilla hereby appoints Scott Kurth as the municipal court judge for a term of (2) years, to commence on June 08, 2015.

PASSED, APPROVED, AND RESOLVED this 8th day of June 2015.

ATTEST: _____

Pamela Woodall, CITY SECRETARY

APPROVED: _____

Richard Dormier, MAYOR

AGENDA ITEM REPORT Item 3

Meeting Date: June 8, 2015

Discussion Action

Submitted By: J. Lee, Interim CA

Reviewed By: City Administrator City Secretary City Attorney

Accountant Other: Staff

Department: Finance

Budgeted Expense: YES NO N/A

Amount: \$ 92,158.00 Account: Budget

Attachments:

1. Ordinance 2015-012
2. Mid-Year Budget Adjustments
3. Amended Budget FY2014-2015

Agenda Item / Topic:

3. **DISCUSSION/ACTION – Consideration** of and action on Ordinance 2015-012 of the City of Ovilla, TX, amending the Fiscal Year 2014-2015 Annual Budget and Program of Services in accordance with the Mid-Year Budget Review and Amendment as part of the formal budget process, providing for publication of this ordinance and providing an effective date.

Discussion / Justification:

In compliance with the Ovilla Code of Ordinances, staff is presenting a Mid-Year Budget revision with recommended amendments to the annual budget. The attached budget is balanced. Significant changes are included in the adjustment sheets and can be addressed during the Council Meeting.

The annual mid-year review of revenues and expenses was conducted with staff for the current fiscal year as well as a review of estimated amounts for the remainder of the fiscal year. Budget amendments have been prepared based on the mid-year review. The budget amendments include the line item adjustments to the General Fund, Water & Sewer Fund, Water and Sewer Impact Fund, and Park Impact Fund, Police Aux. Fund, Fire Aux, Fund. Once approved, the amended budget will be filed with the County Clerk's office as required.

	Original Revenue and Expenses	Amended Revenue and Expenses
General Fund	\$2,695,456.00	\$2,751,641.00
Water & Sewer Fund	\$1,448,669.00	\$1,462,869.00
Park Impact Fund	\$ 10,045.00	\$ 11,718.00
Police Special Fund	\$ 1,000.00	\$ 5,500.00
Fire Auxiliary Fund	\$ 1,000.00	\$ 5,400.00
W&S Impact Fund	\$ 76,310.00	\$ 87,510.00
	\$4,232,480.00	\$4,324,638.00

Recommendation / Staff Comments:

Staff recommends approval of the proposed budget amendments and approval of Ordinance 2015-012 amending the Fiscal Year 2014-2015 Annual Budget.

Sample Motion(s):

I move to approve/deny Ordinance 2015-012 amending the City of Ovilla, TX, Fiscal Year 2014-2015 Annual Budget and Annual Program of Services, in accordance with the Mid-Year Budget Review and amendment as part of the formal budget process, providing for publication of this ordinance and providing an effective date.

ORDINANCE 2015-012



AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING THE FISCAL YEAR 2014-2015 ANNUAL BUDGET AND ANNUAL PROGRAM OF SERVICES, IN ACCORDANCE WITH THE MID-YEAR BUDGET REVIEW AND AMENDMENT AS PART OF THE FORMAL BUDGET PROCESS, PROVIDING FOR PUBLICATION OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Administrator previously submitted to the City Council a budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

WHEREAS, the City Council of the City of Ovilla previously approved Ordinance Number 2014-027 on September 08, 2014, officially adopting the Ovilla Annual Budget of the City for Fiscal Year 2014-2015; and

WHEREAS, the City Council adopted Ordinance 448 establishing a procedure for a mid-year budget review and amendment as part of the formal budget process.

WHEREAS, the City Council of the City of Ovilla in accordance with Ordinance 448, desires to amend Ordinance 2014-027, thereby amending the 2014-2015 Annual Budget of the City.

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

SECTION ONE

That the 2014-2015 Annual Budget, adopted by Ordinance 2014-027, is hereby amended by the City Council of the City of Ovilla.

SECTION TWO

The mid-year budget amendment hereto attached as ***Exhibit A*** is approved and adopted for the remaining Fiscal Year commenced October 1, 2014.

SECTION THREE

The amounts listed on the attached budget are hereby appropriated out of their respective and designated funds and the remaining provisions of Ordinance 2014-027 shall remain in full force and effect.

SECTION FOUR

ORDINANCE 2015-012



That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ellis County as required by Chapter 102 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED and ADOPTED at the Regular Meeting of the Ovilla City Council on the 08 day of June 2015.

Richard Dormier, Mayor

ATTEST:

Pam Woodall, City Secretary

Exhibit A attached



DATE: **May 29, 2015**

TO: Honorable Mayor and Council Members

FROM: **Jackie Lee, Interim City Administrator**
Linda Harding, City Accountant

SUBJECT: **FY 2014-2015**
Mid-Year Budget Adjustments and Amended Budget

The following is the Mid-Year Budget Adjustments and Amended Budget for your review.

Narrative on Mid-Year Budget Highlights

Increases in projected revenue overall is \$60,048.00, due to additional New Home Construction

The increase in Sewer Impact Fee and additional Home Construction generated a projected increase of \$12,500.00. This increase was added to the Reserves

Increase in Water Tower Leases, additional meters, and increase to Auxiliary funds availability created an additional review of \$17610.00

The increase in New Home Construction also created additional expenses. Contract building inspections cost should increase by \$15,000.00

New Home Construction also created additional \$7,608.00 expense for Sardis Collection.

The increase in revenue help to offset the additional funds needed to cover TMRS increase and a small Health Premium increase for a total of \$16,343.00

Another item that could not have been known was increase in the unemployment benefit available to previous employees. The cost increase could exceed \$16,000.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to Maarch 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Income									
4000100 · Taxes									
4000105 · Ad Valorem, Current	1,275,100.00	1,309,020.00	0.00	1,309,020.00	(33,920.00)	97.41%		1,309,020.00	0.00
4000110 · Ad Valorem, Delinquent	12,472.00	8,000.00	0.00	8,000.00	4,472.00	155.9%		8,000.00	0.00
4000113 · Interest/Penalties - Prop Tax	7,989.00	6,800.00	0.00	6,800.00	1,189.00	117.49%		6,800.00	0.00
4000120 · Sales Tax	80,486.00	198,200.00	0.00	198,200.00	(117,714.00)	40.61%		198,200.00	0.00
4000125 · Sales Tax - Street Improvement	20,122.00	49,100.00	0.00	49,100.00	(28,978.00)	40.98%		49,100.00	0.00
4000130 · Franchise Tax	24,033.00	150,000.00	0.00	150,000.00	(125,967.00)	16.02%		150,000.00	0.00
Total 4000100 · Taxes	1,420,202.00	1,721,120.00	0.00	1,721,120.00	(300,918.00)	82.52%	0.00	1,721,120.00	0.00
4000200 · Licenses and Permits									
4000208 · Building Permits									
4000210 · Residential Building Permits	49,901.00	60,000.00	0.00	60,000.00	(10,099.00)	83.17%	20,000.00	80,000.00	0.33
4000213 · Fire Inspection Permits	4,500.00	8,250.00	0.00	8,250.00	(3,750.00)	54.55%	(3,450.00)	4,800.00	(0.42)
4000214 · Misc Building Permits	8,408.00	11,000.00	0.00	11,000.00	(2,592.00)	76.44%		11,000.00	0.00
Total 4000208 · Building Permits	62,809.00	79,250.00	0.00	79,250.00	(16,441.00)	79.25%	16,550.00	95,800.00	0.21
4000230 · Plan Review Fee	10,494.00	12,000.00	0.00	12,000.00	(1,506.00)	87.45%	4,000.00	16,000.00	0.33
4000260 · Alarm Permits	935.00	2,400.00	0.00	2,400.00	(1,465.00)	38.96%		2,400.00	0.00
4000270 · Animal Tag Fees	1,045.00	2,000.00	0.00	2,000.00	(955.00)	52.25%		2,000.00	0.00
4000272 · Impound Fees	640.00	1,400.00	0.00	1,400.00	(760.00)	45.71%		1,400.00	0.00
4000290 · Misc Licenses and Permits	450.00	1,000.00	0.00	1,000.00	(550.00)	45.0%		1,000.00	0.00
Total 4000200 · Licenses and Permits	76,373.00	98,050.00	0.00	98,050.00	(21,677.00)	77.89%	20,550.00	118,600.00	0.21
4000400 · Charges for Services									
4000325 · ESD #2	112,050.00	160,000.00	0.00	160,000.00	(47,950.00)	70.03%		160,000.00	0.00
4000330 · ESD #4	6,248.00	18,745.00	0.00	18,745.00	(12,497.00)	33.33%		18,745.00	0.00
4000411 · Copies and Maps	20.00	100.00	0.00	100.00	(80.00)	20.0%		100.00	0.00
4000415 · Police Reports	12.00	150.00	0.00	150.00	(138.00)	8.0%		150.00	0.00
4000420 · Park Lights	1,000.00	350.00	0.00	350.00	650.00	285.71%	650.00	1,000.00	1.86
4000440 · Oak Leaf Animal Control	0.00	800.00	0.00	800.00	(800.00)	0.0%		800.00	0.00
4000450 · Subdivision Fees	9,725.00	0.00	0.00	0.00	9,725.00	100.0%	9,725.00	9,725.00	1.00
4000480 · Solid Waste (Garbage)	91,609.00	200,000.00	0.00	200,000.00	(108,391.00)	45.81%	15,000.00	215,000.00	0.08
4000490 · Misc Charges for Services	1,441.00	2,500.00	0.00	2,500.00	(1,059.00)	57.64%		2,500.00	0.00
Total 4000400 · Charges for Services	222,105.00	382,645.00	0.00	382,645.00	(160,540.00)	58.05%	25,375.00	408,020.00	0.07
4000500 · Fines and Forfeitures									
4000510 · Fines - Police	30,974.00	85,500.00	0.00	85,500.00	(54,526.00)	36.23%		85,500.00	0.00
4000520 · Fines - Animal Control	510.00	1,000.00	0.00	1,000.00	(490.00)	51.0%		1,000.00	0.00
4000525 · Fines - Code Enforcement	1,873.00	2,000.00	0.00	2,000.00	(127.00)	93.65%		2,000.00	0.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
4000535 · Omni Warrant Revenue	510.00	400.00	0.00	400.00	110.00	127.5%		400.00	0.00
4000550 · Municipal Court Technology	637.00	0.00	0.00	0.00	637.00	100.0%	1,200.00	1,200.00	1.00
4000551 · Municipal Court Security	487.00	0.00	0.00	0.00	487.00	100.0%	700.00	700.00	1.00
4000590 · Misc Fines and Forfeitures	0.00	400.00	0.00	400.00	(400.00)	0.0%		400.00	0.00
Total 4000500 · Fines and Forfeitures	34,991.00	89,300.00	0.00	89,300.00	(54,309.00)	39.18%	1,900.00	91,200.00	0.02
4000800 · Other Revenue									
4000810 · Heritage Day	1,085.00	9,000.00	0.00	9,000.00	(7,915.00)	12.06%		9,000.00	0.00
4000818 · Lease Proceeds	1,164.00	1,165.00	0.00	1,165.00	(1.00)	99.91%		1,165.00	0.00
4000820 · Water Tower Lease	54,069.00	92,000.00	0.00	92,000.00	(37,931.00)	58.77%	4,500.00	96,500.00	0.05
4000840 · Interest Earned	2,926.00	5,500.00	0.00	5,500.00	(2,574.00)	53.2%		5,500.00	0.00
4000870 · Insurance Proceeds	326.00	0.00	0.00	0.00	326.00	100.0%		0.00	0.00
4000885 · Proceeds from Sale of Assets	84,630.00	0.00	0.00	0.00	84,630.00	100.0%	3,860.00	3,860.00	1.00
4000887 · HOA Revenue	1,015.00	1,015.00	0.00	1,015.00	0.00	100.0%		1,015.00	0.00
4000890 · Misc Other Revenue	1,667.00	4,000.00	0.00	4,000.00	(2,333.00)	41.68%		4,000.00	0.00
Total 4000800 · Other Revenue	146,882.00	112,680.00	0.00	112,680.00	34,202.00	130.35%	8,360.00	121,040.00	0.07
4000900 · Transfers In									
4000925 · Admin.Rev. received from 4B-ED	1,250.00	2,500.00	0.00	2,500.00	(1,250.00)	50.0%		2,500.00	0.00
4000930 · Admin. Rev. Rec. From W&S Fur	62,681.00	125,361.00	0.00	125,361.00	(62,680.00)	50.0%		125,361.00	0.00
4000940 · Admin.Rev. Rec. from MDD Fun	250.00	500.00	0.00	500.00	(250.00)	50.0%		500.00	0.00
4000990 · Reduction in Fund Balance	0.00	163,300.00	0.00	163,300.00	(163,300.00)	0.0%		163,300.00	0.00
Total 4000900 · Transfers In	64,181.00	291,661.00	0.00	291,661.00	(227,480.00)	22.01%	0.00	291,661.00	0.00
Total Income	1,964,734.00	2,695,456.00	0.00	2,695,456.00	(730,722.00)	72.89%	56,185.00	2,751,641.00	0.02
Expense									
10 · Administration									
5101100 · Salaries & Wages									
5101110 · City Administrator	37,099.00	61,800.00	0.00	61,800.00	(24,701.00)	60.03%		61,800.00	0.00
5101115 · City Secretary	19,699.00	39,397.00	0.00	39,397.00	(19,698.00)	50.0%		39,397.00	0.00
5101117 · City Accountant	18,374.00	36,000.00	0.00	36,000.00	(17,626.00)	51.04%		36,000.00	0.00
5101120 · Admin. Support	11,153.00	21,653.00	0.00	21,653.00	(10,500.00)	51.51%		21,653.00	0.00
5101180 · Merit Raises, Staff	0.00	4,800.00	0.00	4,800.00	(4,800.00)	0.0%		4,800.00	0.00
Total 5101100 · Salaries & Wages	86,325.00	163,650.00	0.00	163,650.00	(77,325.00)	52.75%	0.00	163,650.00	0.00
5101400 · Support Staff									
5101490 · Overtime	0.00	625.00	0.00	625.00	(625.00)	0.0%		625.00	0.00
Total 5101400 · Support Staff	0.00	625.00	0.00	625.00	(625.00)	0.0%	0.00	625.00	0.00
5102100 · Employee Benefits									
5102110 · Group Insurance	11,297.00	20,895.00	0.00	20,895.00	(9,598.00)	54.07%	9,350.00	30,245.00	0.45

City of Ovilla General Fund Actual vs Budget October 1, 2014 to Maarch 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5102112 · Affordable Health Care Act Fees	0.00	4,000.00	0.00	4,000.00	(4,000.00)	0.0%	(4,000.00)	0.00	(1.00)
5102135 · TMRS	7,721.00	15,000.00	0.00	15,000.00	(7,279.00)	51.47%	2,607.00	17,607.00	0.17
5102160 · Worker's Compensation	726.00	610.00	0.00	610.00	116.00	119.02%	478.00	1,088.00	0.78
5102170 · Payroll Taxes	1,483.00	3,140.00	0.00	3,140.00	(1,657.00)	47.23%		3,140.00	0.00
5102180 · Unemployment Taxes	2,614.00	1,000.00	0.00	1,000.00	1,614.00	261.4%	16,100.00	17,100.00	16.10
5102196 · Indiv. Membership Dues	175.00	1,500.00	0.00	1,500.00	(1,325.00)	11.67%		1,500.00	0.00
Total 5102100 · Employee Benefits	24,016.00	46,145.00	0.00	46,145.00	(22,129.00)	52.05%	24,535.00	70,680.00	0.53
5102200 · Special Services									
5102210 · Tax Assessing & Collecting Fees	1,553.00	1,570.00	0.00	1,570.00	(17.00)	98.92%		1,570.00	0.00
5102220 · Tax Appraisal Fee	13,737.00	14,000.00	0.00	14,000.00	(263.00)	98.12%		14,000.00	0.00
5102230 · Legal Fees	6,982.00	25,000.00	0.00	25,000.00	(18,018.00)	27.93%		25,000.00	0.00
5102240 · Audit	5,050.00	7,605.00	0.00	7,605.00	(2,555.00)	66.4%		7,605.00	0.00
5102250 · Accounting	656.00	2,000.00	0.00	2,000.00	(1,344.00)	32.8%		2,000.00	0.00
5102260 · Engineering Fees	622.00	1,000.00	0.00	1,000.00	(378.00)	62.2%		1,000.00	0.00
Total 5102200 · Special Services	28,600.00	51,175.00	0.00	51,175.00	(22,575.00)	55.89%	0.00	51,175.00	0.00
5102300 · Contractual Services									
5102310 · Consultant Fees	8,564.00	20,000.00	0.00	20,000.00	(11,436.00)	42.82%		20,000.00	0.00
Total 5102300 · Contractual Services	8,564.00	20,000.00	0.00	20,000.00	(11,436.00)	42.82%	0.00	20,000.00	0.00
5102500 · Operating Services									
5102530 · Custodial Service Contract	1,590.00	3,600.00	0.00	3,600.00	(2,010.00)	44.17%		3,600.00	0.00
Total 5102500 · Operating Services	1,590.00	3,600.00	0.00	3,600.00	(2,010.00)	44.17%	0.00	3,600.00	0.00
5102600 · Special Expenses									
5102610 · Election - Payroll	0.00	850.00	0.00	850.00	(850.00)	0.0%		850.00	0.00
5102620 · Election - Supplies	2,139.00	2,500.00	0.00	2,500.00	(361.00)	85.56%		2,500.00	0.00
5102630 · Election Meeting Expense	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
5102650 · Codification Book Update	375.00	3,300.00	0.00	3,300.00	(2,925.00)	11.36%		3,300.00	0.00
Total 5102600 · Special Expenses	2,514.00	6,750.00	0.00	6,750.00	(4,236.00)	37.24%	0.00	6,750.00	0.00
5103100 · General Supplies									
5103110 · Office Supplies	4,390.00	6,000.00	0.00	6,000.00	(1,610.00)	73.17%	2,000.00	8,000.00	0.33
5103140 · Uniforms	0.00	250.00	0.00	250.00	(250.00)	0.0%		250.00	0.00
Total 5103100 · General Supplies	4,390.00	6,250.00	0.00	6,250.00	(1,860.00)	70.24%	2,000.00	8,250.00	0.32
5103400 · Maintenance Supplies / Parts									
5103410 · Supplies - Custodial	218.00	1,200.00	0.00	1,200.00	(982.00)	18.17%		1,200.00	0.00
5103440 · Maintenance Agreement Expenses	0.00	400.00	0.00	400.00	(400.00)	0.0%		400.00	0.00
5103460 · Miscellaneous	98.00	100.00	0.00	100.00	(2.00)	98.0%		100.00	0.00
5103400 · Maintenance Supplies / Parts	0.00	0.00	0.00	0.00	0.00	0.0%		0.00	0.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Total 5103400 · Maintenance Supplies / Par	316.00	1,700.00	0.00	1,700.00	(1,384.00)	18.59%	0.00	1,700.00	0.00
5104200 · Travel Expenses									
5104210 · Travel - Local	62.00	500.00	0.00	500.00	(438.00)	12.4%		500.00	0.00
5104220 · Professional Development	2,929.00	5,000.00	0.00	5,000.00	(2,071.00)	58.58%		5,000.00	0.00
5104222 · Professional Develop - Council	251.00	1,200.00	0.00	1,200.00	(949.00)	20.92%		1,200.00	0.00
5104225 · City Council Meal Expense	110.00	1,200.00	0.00	1,200.00	(1,090.00)	9.17%		1,200.00	0.00
5104230 · Professional Develop - In-Ho	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
5104200 · Travel Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.0%		0.00	0.00
Total 5104200 · Travel Expenses	3,352.00	8,100.00	0.00	8,100.00	(4,748.00)	41.38%	0.00	8,100.00	0.00
5105200 · Data Processing Expenses									
5105230 · Data Proc-Maintenance & Re	4,242.00	6,000.00	0.00	6,000.00	(1,758.00)	70.7%		6,000.00	0.00
5105240 · Data Processing - Software	4,066.00	10,000.00	0.00	10,000.00	(5,934.00)	40.66%	3,300.00	13,300.00	0.33
Total 5105200 · Data Processing Expenses	8,308.00	16,000.00	0.00	16,000.00	(7,692.00)	51.93%	3,300.00	19,300.00	0.21
5105300 · Printing Expense									
5105310 · Copier Expense	2,576.00	3,300.00	0.00	3,300.00	(724.00)	78.06%		3,300.00	0.00
5105320 · Printing - Newsletters	783.00	4,400.00	0.00	4,400.00	(3,617.00)	17.8%	250.00	4,650.00	0.06
5105330 · Printing - Forms	362.00	1,000.00	0.00	1,000.00	(638.00)	36.2%		1,000.00	0.00
5105350 · Printing - Other	437.00	500.00	0.00	500.00	(63.00)	87.4%		500.00	0.00
Total 5105300 · Printing Expense	4,158.00	9,200.00	0.00	9,200.00	(5,042.00)	45.2%	250.00	9,450.00	0.03
5105400 · Utilities									
5105410 · Telephone	662.00	1,400.00	0.00	1,400.00	(738.00)	47.29%		1,400.00	0.00
5105415 · Cellular Phone	814.00	2,680.00	0.00	2,680.00	(1,866.00)	30.37%		2,680.00	0.00
5105417 · Internet	543.00	840.00	0.00	840.00	(297.00)	64.64%		840.00	0.00
5105420 · Wireless Cards	286.00	1,100.00	0.00	1,100.00	(814.00)	26.0%		1,100.00	0.00
5105450 · Electricity	1,857.00	4,635.00	0.00	4,635.00	(2,778.00)	40.07%		4,635.00	0.00
Total 5105400 · Utilities	4,162.00	10,655.00	0.00	10,655.00	(6,493.00)	39.06%	0.00	10,655.00	0.00
5105500 · Repairs & Bldg Improvements									
5105520 · Repairs - Buildings	508.00	3,000.00	0.00	3,000.00	(2,492.00)	16.93%		3,000.00	0.00
5105540 · Repairs - Machinery & Equipm	416.00	500.00	0.00	500.00	(84.00)	83.2%		500.00	0.00
5105590 · Repairs - Other	145.00	500.00	0.00	500.00	(355.00)	29.0%		500.00	0.00
Total 5105500 · Repairs & Bldg Improvemen	1,069.00	4,000.00	0.00	4,000.00	(2,931.00)	26.73%	0.00	4,000.00	0.00
5105600 · Insurance									
5105610 · Insurance - Property	485.00	1,250.00	0.00	1,250.00	(765.00)	38.8%		1,250.00	0.00
5105620 · Insurance - Liability	534.00	1,067.00	0.00	1,067.00	(533.00)	50.05%		1,067.00	0.00
5105630 · Insurance - Fidelity Bond	300.00	300.00	0.00	300.00	0.00	100.0%		300.00	0.00
5105635 · Public Officials Surety Bonds	0.00	900.00	0.00	900.00	(900.00)	0.0%	100.00	1,000.00	0.11

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Total 5105600 · Insurance	1,319.00	3,517.00	0.00	3,517.00	(2,198.00)	37.5%	100.00	3,617.00	0.03
5105700 · Other Expenses									
5105705 · Postage	3,221.00	5,000.00	0.00	5,000.00	(1,779.00)	64.42%	2,000.00	7,000.00	0.40
5105710 · Cash - Over/Short	0.00	10.00	0.00	10.00	(10.00)	0.0%		10.00	0.00
5105725 · Records Management Expen	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
5105730 · City - Memberships	1,740.00	2,100.00	0.00	2,100.00	(360.00)	82.86%		2,100.00	0.00
5105740 · Legal Notices/Advertisement	5,460.00	4,000.00	0.00	4,000.00	1,460.00	136.5%	4,000.00	8,000.00	1.00
5105752 · Employment Screening	0.00	400.00	0.00	400.00	(400.00)	0.0%		400.00	0.00
5105760 · Bank Service Charge	(25.00)	25.00	0.00	25.00	(50.00)	(100.0%)		25.00	0.00
5105764 · Filing Fees	146.00	500.00	0.00	500.00	(354.00)	29.2%		500.00	0.00
5105765 · Miscellaneous	1,058.00	2,000.00	0.00	2,000.00	(942.00)	52.9%		2,000.00	0.00
Total 5105700 · Other Expenses	11,600.00	14,335.00	0.00	14,335.00	(2,735.00)	80.92%	6,000.00	20,335.00	0.42
5106400 · Minor Capital Outlay									
5106440 · Machinery & Equipment	0.00	2,000.00	0.00	2,000.00	(2,000.00)	0.0%		2,000.00	0.00
5106465 · Furniture	0.00	1,000.00	0.00	1,000.00	(1,000.00)	0.0%		1,000.00	0.00
Total 5106400 · Minor Capital Outlay	0.00	3,000.00	0.00	3,000.00	(3,000.00)	0.0%	0.00	3,000.00	0.00
5109000 · Reserves									
5109001 · Reserve for Contingency	30,000.00	64,469.00	0.00	64,469.00	(34,469.00)	46.53%	(2,512.00)	61,957.00	(0.04)
Total 5109000 · Reserves	30,000.00	64,469.00	0.00	64,469.00	(34,469.00)	46.53%	(2,512.00)	61,957.00	(0.04)
Total 10 · Administration	220,283.00	433,171.00	0.00	433,171.00	(212,888.00)	50.85%	33,673.00	466,844.00	0.08
20 · Police									
5201100 · Salaries & Wages								0.00	0.00
5201120 · Police Chief	33,850.00	65,728.00	0.00	65,728.00	(31,878.00)	51.5%		65,728.00	0.00
5201143 · Command Staff	26,715.00	51,873.00	0.00	51,873.00	(25,158.00)	51.5%		51,873.00	0.00
5201150 · Certification Pay	1,200.00	2,400.00	0.00	2,400.00	(1,200.00)	50.0%		2,400.00	0.00
5201180 · Merit Raises - Staff	0.00	3,528.00	0.00	3,528.00	(3,528.00)	0.0%		3,528.00	0.00
Total 5201100 · Salaries & Wages	61,765.00	123,529.00	0.00	123,529.00	(61,764.00)	50.0%	0.00	123,529.00	0.00
5201400 · Support Salaries									
5201405 · Support Staff	11,970.00	23,234.00	0.00	23,234.00	(11,264.00)	51.52%		23,234.00	0.00
5201410 · Patrol	125,481.00	276,800.00	0.00	276,800.00	(151,319.00)	45.33%	(15,000.00)	261,800.00	(0.05)
5201415 · Certification Pay	485.00	5,100.00	0.00	5,100.00	(4,615.00)	9.51%	(3,464.00)	1,636.00	(0.68)
5201480 · Merit Raises	0.00	8,700.00	0.00	8,700.00	(8,700.00)	0.0%	(2,636.00)	6,064.00	(0.30)
5201490 · Overtime	6,578.00	7,200.00	0.00	7,200.00	(622.00)	91.36%	9,200.00	16,400.00	1.28
Total 5201400 · Support Salaries	144,514.00	321,034.00	0.00	321,034.00	(176,520.00)	45.02%	(11,900.00)	309,134.00	(0.04)
5202100 · Employee Benefits									
5202110 · Group Insurance	28,802.00	69,460.00	0.00	69,460.00	(40,658.00)	41.47%	1,200.00	70,660.00	0.02

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5202135 · TMRS	15,050.00	27,000.00	0.00	27,000.00	(11,950.00)	55.74%	4,907.00	31,907.00	0.18
5202160 · Worker's Compensation	4,324.00	8,650.00	0.00	8,650.00	(4,326.00)	49.99%		8,650.00	0.00
5202170 · Payroll Taxes	3,316.00	7,400.00	0.00	7,400.00	(4,084.00)	44.81%		7,400.00	0.00
5202196 · Membership Dues	255.00	315.00	0.00	315.00	(60.00)	80.95%		315.00	0.00
Total 5202100 · Employee Benefits	51,747.00	112,825.00	0.00	112,825.00	(61,078.00)	45.87%	6,107.00	118,932.00	0.05
5202300 · Contractual Services									
5202355 · Contract Labor - Individual	80.00	500.00	0.00	500.00	(420.00)	16.0%		500.00	0.00
5202356 · Gingerbread House	1,000.00	1,000.00	0.00	1,000.00	0.00	100.0%		1,000.00	0.00
5202380 · Dispatch	6,938.00	13,875.00	0.00	13,875.00	(6,937.00)	50.0%		13,875.00	0.00
5202385 · Jail Expense	1,000.00	1,000.00	0.00	1,000.00	0.00	100.0%		1,000.00	0.00
5202390 · Special Response Team	0.00	1,000.00	0.00	1,000.00	(1,000.00)	0.0%		1,000.00	0.00
5202300 · Contractual Services - Other	0.00	1,000.00	0.00	1,000.00	(1,000.00)	0.0%		1,000.00	0.00
Total 5202300 · Contractual Services	9,018.00	18,375.00	0.00	18,375.00	(9,357.00)	49.08%	0.00	18,375.00	0.00
5202500 · Operating Services									
5202540 · Computer Maintenance	131.00	700.00	0.00	700.00	(569.00)	18.71%		700.00	0.00
5202560 · Internet Subsciptions	0.00	1,350.00	0.00	1,350.00	(1,350.00)	0.0%		1,350.00	0.00
Total 5202500 · Operating Services	131.00	2,050.00	0.00	2,050.00	(1,919.00)	6.39%	0.00	2,050.00	0.00
5202600 · Special Expenses									
5202675 · National Night Out	419.00	500.00	0.00	500.00	(81.00)	83.8%		500.00	0.00
Total 5202600 · Special Expenses	419.00	500.00	0.00	500.00	(81.00)	83.8%	0.00	500.00	0.00
5203100 · General Supplies									
5203110 · Office Supplies	868.00	1,500.00	0.00	1,500.00	(632.00)	57.87%		1,500.00	0.00
5203140 · Uniforms	2,752.00	3,500.00	0.00	3,500.00	(748.00)	78.63%	3,557.00	7,057.00	1.02
5203170 · Evidence Gathering	198.00	700.00	0.00	700.00	(502.00)	28.29%		700.00	0.00
Total 5203100 · General Supplies	3,818.00	5,700.00	0.00	5,700.00	(1,882.00)	66.98%	3,557.00	9,257.00	0.62
5203400 · Maintenance Supplies & Parts									
5203410 · Supplies - Custodial	376.00	600.00	0.00	600.00	(224.00)	62.67%		600.00	0.00
5203460 · Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.0%		0.00	0.00
5203400 · Maintenance Supplies & Part	0.00	0.00	0.00	0.00	0.00	0.0%		0.00	0.00
Total 5203400 · Maintenance Supplies & Pa	376.00	600.00	0.00	600.00	(224.00)	62.67%	0.00	600.00	0.00
5204200 · Travel Expenses									
5204210 · Travel - Local	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
5204220 · Professional Development	706.00	2,000.00	0.00	2,000.00	(1,294.00)	35.3%		2,000.00	0.00
5204225 · Professional Dev - LEOSE	775.00	1,165.00	0.00	1,165.00	(390.00)	66.52%		1,165.00	0.00
5204270 · Vehicle Expenses	10,224.00	24,000.00	0.00	24,000.00	(13,776.00)	42.6%		24,000.00	0.00
Total 5204200 · Travel Expenses	11,705.00	27,465.00	0.00	27,465.00	(15,760.00)	42.62%	0.00	27,465.00	0.00

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5205200 · Data Processing Expenses									
5205220 · Data Proc - Equipment Rental	0.00	400.00	0.00	400.00	(400.00)	0.0%	(400.00)	0.00	(1.00)
5205240 · Data Processing - Software	16,638.00	17,500.00	0.00	17,500.00	(862.00)	95.07%		17,500.00	0.00
Total 5205200 · Data Processing Expenses	16,638.00	17,900.00	0.00	17,900.00	(1,262.00)	92.95%	(400.00)	17,500.00	(0.02)
5205300 · Printing Expenses									
5205310 · Copier Expense	492.00	1,500.00	0.00	1,500.00	(1,008.00)	32.8%		1,500.00	0.00
5205330 · Printing - Forms	45.00	300.00	0.00	300.00	(255.00)	15.0%		300.00	0.00
5205350 · Printing - Other	58.00	400.00	0.00	400.00	(342.00)	14.5%		400.00	0.00
Total 5205300 · Printing Expenses	595.00	2,200.00	0.00	2,200.00	(1,605.00)	27.05%	0.00	2,200.00	0.00
5205400 · Utilities									
5205410 · Telephone	678.00	1,600.00	0.00	1,600.00	(922.00)	42.38%		1,600.00	0.00
5205415 · Cellular Phone	698.00	1,350.00	0.00	1,350.00	(652.00)	51.7%		1,350.00	0.00
5205417 · Internet - PD	577.00	1,475.00	0.00	1,475.00	(898.00)	39.12%		1,475.00	0.00
5205420 · Wireless Cards	1,368.00	2,350.00	0.00	2,350.00	(982.00)	58.21%		2,350.00	0.00
5205450 · Electricity	2,423.00	4,120.00	0.00	4,120.00	(1,697.00)	58.81%		4,120.00	0.00
Total 5205400 · Utilities	5,744.00	10,895.00	0.00	10,895.00	(5,151.00)	52.72%	0.00	10,895.00	0.00
5205500 · Repairs & Building Improvements									
5205520 · Repairs - Building	1,111.00	1,517.00	0.00	1,517.00	(406.00)	73.24%		1,517.00	0.00
5205540 · Repairs- Machinery & Equipm	283.00	1,200.00	0.00	1,200.00	(917.00)	23.58%		1,200.00	0.00
5205550 · Repairs - Vehicles	3,675.00	7,500.00	0.00	7,500.00	(3,825.00)	49.0%		7,500.00	0.00
Total 5205500 · Repairs & Building Improve	5,069.00	10,217.00	0.00	10,217.00	(5,148.00)	49.61%	0.00	10,217.00	0.00
5205600 · Insurance									
5205610 · Insurance - Property	815.00	1,641.00	0.00	1,641.00	(826.00)	49.67%		1,641.00	0.00
5205620 · Insurance - Liability	2,567.00	5,140.00	0.00	5,140.00	(2,573.00)	49.94%		5,140.00	0.00
5205640 · Insurance - Vehicle	1,183.00	2,400.00	0.00	2,400.00	(1,217.00)	49.29%		2,400.00	0.00
Total 5205600 · Insurance	4,565.00	9,181.00	0.00	9,181.00	(4,616.00)	49.72%	0.00	9,181.00	0.00
5205700 · Other Expenses									
5205742 · Public Relations	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
5205752 · Employment Screeing	360.00	1,000.00	0.00	1,000.00	(640.00)	36.0%		1,000.00	0.00
5205765 · Miscellaneous	1,105.00	1,619.00	0.00	1,619.00	(514.00)	68.25%		1,619.00	0.00
Total 5205700 · Other Expenses	1,465.00	2,819.00	0.00	2,819.00	(1,354.00)	51.97%	0.00	2,819.00	0.00
5206400 · Minor Capital Outlay									
5206440 · Machinery & Equipment	1,753.00	1,150.00	0.00	1,150.00	603.00	152.44%		1,150.00	0.00
5206445 · Personal Protective Equipme	840.00	2,000.00	0.00	2,000.00	(1,160.00)	42.0%		2,000.00	0.00
Total 5206400 · Minor Capital Outlay	2,593.00	3,150.00	0.00	3,150.00	(557.00)	82.32%	0.00	3,150.00	0.00
Total 20 · Police	320,162.00	668,440.00		668,440.00	(348,278.00)	47.9%	(2,636.00)	665,804.00	(0.00)

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
25 · Municipal Court			0.00						
5251100 · Salaries & Wages			0.00						
5251140 · Municipal Judge	2,640.00	6,000.00	0.00	6,000.00	(3,360.00)	44.0%		6,000.00	0.00
Total 5251100 · Salaries & Wages	2,640.00	6,000.00	0.00	6,000.00	(3,360.00)	44.0%	0.00	6,000.00	0.00
5251400 · Support Staff			0.00						
5251405 · Support Staff	16,350.00	31,740.00	0.00	31,740.00	(15,390.00)	51.51%		31,740.00	0.00
5251420 · Jury Fees	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
5251425 · City Prosecutor	2,969.00	8,500.00	0.00	8,500.00	(5,531.00)	34.93%		8,500.00	0.00
5251480 · Merit Raises	0.00	952.00	0.00	952.00	(952.00)	0.0%		952.00	0.00
5251490 · Overtime	29.00	1,400.00	0.00	1,400.00	(1,371.00)	2.07%		1,400.00	0.00
Total 5251400 · Support Staff	19,348.00	42,792.00	0.00	42,792.00	(23,444.00)	45.21%	0.00	42,792.00	0.00
5252100 · Employee Benefits			0.00						
5252110 · Group Insurance	3,155.00	6,950.00	0.00	6,950.00	(3,795.00)	45.4%	611.00	7,561.00	0.09
5252135 · TMRS	1,220.00	2,200.00	0.00	2,200.00	(980.00)	55.46%	458.00	2,658.00	0.21
5252160 · Worker's Compensation	(110.00)	120.00	0.00	120.00	(230.00)	(91.67%)		120.00	0.00
5252170 · Payroll Taxes	237.00	475.00	0.00	475.00	(238.00)	49.9%		475.00	0.00
5252196 - Membership Dues	0.00	25.00	0.00	25.00	(25.00)	0.0%		25.00	0.00
Total 5252100 · Employee Benefits	4,502.00	9,770.00	0.00	9,770.00	(5,268.00)	46.08%	1,069.00	10,839.00	0.11
5252300 · Contractual Services			0.00						
5252375 · Traffic Fines	11,647.00	32,000.00	0.00	32,000.00	(20,353.00)	36.4%		32,000.00	0.00
Total 5252300 · Contractual Services	11,647.00	32,000.00	0.00	32,000.00	(20,353.00)	36.4%	0.00	32,000.00	0.00
5252500 · Operating Services			0.00						
5252540 · Computer Maintenance	0.00	75.00	0.00	75.00	(75.00)	0.0%		75.00	0.00
Total 5252500 · Operating Services	0.00	75.00	0.00	75.00	(75.00)	0.0%	0.00	75.00	0.00
5253100 · General Supplies			0.00						
5253110 · Office Supplies	0.00	150.00	0.00	150.00	(150.00)	0.0%		150.00	0.00
5253140 · Uniforms	0.00	50.00	0.00	50.00	(50.00)	0.0%		50.00	0.00
Total 5253100 · General Supplies	0.00	200.00	0.00	200.00	(200.00)	0.0%	0.00	200.00	0.00
5254200 · Travel Expenses			0.00						
5254210 · Travel - Local	0.00	25.00	0.00	25.00	(25.00)	0.0%		25.00	0.00
Total 5254200 · Travel Expenses	0.00	25.00	0.00	25.00	(25.00)	0.0%	0.00	25.00	0.00
5255200 · Data Processing Expenses			0.00						
5255240 · Data Processing - SW Maint.	0.00	1,860.00	0.00	1,860.00	(1,860.00)	0.0%		1,860.00	0.00
Total 5255200 · Data Processing Expenses	0.00	1,860.00	0.00	1,860.00	(1,860.00)	0.0%	0.00	1,860.00	0.00
5255300 · Printing Expense			0.00						
5255350 · Printing - Other	179.00	800.00	0.00	800.00	(621.00)	22.38%		800.00	0.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Total 5255300 · Printing Expense	179.00	800.00	0.00	800.00	(621.00)	22.38%	0.00	800.00	0.00
5255600 · Insurance									
5255620 · Insurance - Liability	158.00	315.00	0.00	315.00	(157.00)	50.16%		315.00	0.00
Total 5255600 · Insurance	158.00	315.00	0.00	315.00	(157.00)	50.16%	0.00	315.00	0.00
5255700 · Other Expenses									
5255765 · Miscellaneous	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
5255768 · Collection Agency Fees	1,206.00	1,400.00	0.00	1,400.00	(194.00)	86.14%	1,600.00	3,000.00	1.14
5255770 · Warrant Fee State Comptrolle	0.00	900.00	0.00	900.00	(900.00)	0.0%		900.00	0.00
5255772 · Warrant Fee - Omni	454.00	400.00	0.00	400.00	54.00	113.5%		400.00	0.00
Total 5255700 · Other Expenses	1,660.00	2,800.00	0.00	2,800.00	(1,140.00)	59.29%	1,600.00	4,400.00	0.57
Total 25 · Municipal Court	40,134.00	96,637.00	0.00	96,637.00	(56,503.00)	41.53%	2,669.00	99,306.00	0.03
30 · Fire									
5301100 · Salaries & Wages									
5301125 · Fire Chief	19,767.00	41,375.00	0.00	41,375.00	(21,608.00)	47.78%		41,375.00	0.00
5301140 · Fire Captains	25,525.00	100,723.00	0.00	100,723.00	(75,198.00)	25.34%		100,723.00	0.00
5301180 · Merit Raises - Staff	0.00	4,263.00	0.00	4,263.00	(4,263.00)	0.0%		4,263.00	0.00
Total 5301100 · Salaries & Wages	45,292.00	146,361.00	0.00	146,361.00	(101,069.00)	30.95%	0.00	146,361.00	0.00
5301400 · Support Salaries									
5301440 · Firefighters	132,285.00	223,060.00	0.00	223,060.00	(90,775.00)	59.31%		223,060.00	0.00
5301480 · Merit Raises	0.00	6,692.00	0.00	6,692.00	(6,692.00)	0.0%		6,692.00	0.00
5301485 · Volunteer Incentive Program	9,557.00	15,600.00	0.00	15,600.00	(6,043.00)	61.26%		15,600.00	0.00
Total 5301400 · Support Salaries	141,842.00	245,352.00	0.00	245,352.00	(103,510.00)	57.81%	0.00	245,352.00	0.00
5302100 · Employee Benefits									
5302135 · TMRS	805.00	2,000.00	0.00	2,000.00	(1,195.00)	40.25%	710.00	2,710.00	0.36
5302137 · Volunteer Retirement	324.00	500.00	0.00	500.00	(176.00)	64.8%		500.00	0.00
5302160 · Worker's Compensation	(517.00)	8,350.00	0.00	8,350.00	(8,867.00)	(6.19%)		8,350.00	0.00
5302170 · Payroll Taxes	12,878.00	27,000.00	0.00	27,000.00	(14,122.00)	47.7%		27,000.00	0.00
5302196 · Membership Dues	744.00	1,900.00	0.00	1,900.00	(1,156.00)	39.16%		1,900.00	0.00
Total 5302100 · Employee Benefits	14,234.00	39,750.00	0.00	39,750.00	(25,516.00)	35.81%	710.00	40,460.00	0.02
5302300 · Contractual Services									
5302310 · Consultant Fees	0.00	1,500.00	0.00	1,500.00	(1,500.00)	0.0%		1,500.00	0.00
5302380 · Dispatch	7,307.00	14,615.00	0.00	14,615.00	(7,308.00)	50.0%		14,615.00	0.00
5302385 · Emergency Transport Service	31,780.00	66,257.00	0.00	66,257.00	(34,477.00)	47.97%		66,257.00	0.00
Total 5302300 · Contractual Services	39,087.00	82,372.00	0.00	82,372.00	(43,285.00)	47.45%	0.00	82,372.00	0.00
5302500 · Operating Services									
5302510 · Maintenance Agreements	1,711.00	11,705.00	0.00	11,705.00	(9,994.00)	14.62%		11,705.00	0.00

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5302540 · Computer Maintenance	75.00	1,500.00	0.00	1,500.00	(1,425.00)	5.0%		1,500.00	0.00
5302570 · Warning System Maintenance	0.00	780.00	0.00	780.00	(780.00)	0.0%		780.00	0.00
5302580 · Generator Maintenance	0.00	2,120.00	0.00	2,120.00	(2,120.00)	0.0%		2,120.00	0.00
Total 5302500 · Operating Services	1,786.00	16,105.00	0.00	16,105.00	(14,319.00)	11.09%	0.00	16,105.00	0.00
5302600 · Special Expenses									
5302675 · National Night Out	253.00	0.00	253.00	253.00	253.00	100.0%		253.00	0.00
Total 5302600 · Special Expenses	253.00	0.00	253.00	253.00	253.00	100.0%	0.00	253.00	0.00
5303100 · General Supplies									
5303110 · Office Supplies	348.00	1,600.00	0.00	1,600.00	(1,252.00)	21.75%		1,600.00	0.00
5303140 · Uniforms	3,050.00	5,000.00	0.00	5,000.00	(1,950.00)	61.0%		5,000.00	0.00
5303160 · Medical Supplies	3,433.00	5,000.00	0.00	5,000.00	(1,567.00)	68.66%	3,000.00	8,000.00	0.60
5303165 · Medical Support	56.00	500.00	0.00	500.00	(444.00)	11.2%		500.00	0.00
5303170 · Evidence Gathering	0.00	50.00	0.00	50.00	(50.00)	0.0%		50.00	0.00
5303175 · Education Aids	0.00	50.00	0.00	50.00	(50.00)	0.0%		50.00	0.00
Total 5303100 · General Supplies	6,887.00	12,200.00	0.00	12,200.00	(5,313.00)	56.45%	3,000.00	15,200.00	0.25
5303400 · Maintenance Supplies & Parts									
5303410 · Supplies - Custodial	1,362.00	2,200.00	0.00	2,200.00	(838.00)	61.91%		2,200.00	0.00
5303420 · Building Alarm Maintenance	420.00	420.00	0.00	420.00	0.00	100.0%		420.00	0.00
Total 5303400 · Maintenance Supplies & Pa	1,782.00	2,620.00	0.00	2,620.00	(838.00)	68.02%	0.00	2,620.00	0.00
5304200 · Travel Expenses									
5304220 · Professional Development	353.00	1,300.00	0.00	1,300.00	(947.00)	27.15%		1,300.00	0.00
5304270 · Vehicle Expenses	7,120.00	10,000.00	0.00	10,000.00	(2,880.00)	71.2%		10,000.00	0.00
Total 5304200 · Travel Expenses	7,473.00	11,300.00	0.00	11,300.00	(3,827.00)	66.13%	0.00	11,300.00	0.00
5305200 · Data Processing Expenses									
5305230 · Data Proc-Maintenance & Re	37.00	1,000.00	0.00	1,000.00	(963.00)	3.7%		1,000.00	0.00
5305240 · Data Processing - Software	2,916.00	2,850.00	0.00	2,850.00	66.00	102.32%		2,850.00	0.00
Total 5305200 · Data Processing Expenses	2,953.00	3,850.00	0.00	3,850.00	(897.00)	76.7%	0.00	3,850.00	0.00
5305300 · Printing Expense									
5305310 · Copier Expense	1,601.00	3,100.00	0.00	3,100.00	(1,499.00)	51.65%		3,100.00	0.00
5305330 · Printing - Forms	18.00	100.00	0.00	100.00	(82.00)	18.0%		100.00	0.00
Total 5305300 · Printing Expense	1,619.00	3,200.00	0.00	3,200.00	(1,581.00)	50.59%	0.00	3,200.00	0.00
5305400 · Utilities									
5305410 · Telephone	1,349.00	2,350.00	0.00	2,350.00	(1,001.00)	57.4%		2,350.00	0.00
5305415 · Cellular Phone	225.00	525.00	0.00	525.00	(300.00)	42.86%	150.00	675.00	0.29
5305417 · Internet - Fire Dept.	2,442.00	3,600.00	0.00	3,600.00	(1,158.00)	67.83%		3,600.00	0.00
5305430 · Natural Gas	1,491.00	2,400.00	0.00	2,400.00	(909.00)	62.13%		2,400.00	0.00

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5305450 · Electricity	2,431.00	5,562.00	0.00	5,562.00	(3,131.00)	43.71%		5,562.00	0.00
Total 5305400 · Utilities	7,938.00	14,437.00	0.00	14,437.00	(6,499.00)	54.98%	150.00	14,587.00	0.01
5305500 · Repairs & Bldg Improvements									
5305520 · Repairs - Building	1,356.00	2,800.00	0.00	2,800.00	(1,444.00)	48.43%		2,800.00	0.00
5305540 · Repairs - Machinery & Equipment	4,088.00	19,000.00	0.00	19,000.00	(14,912.00)	21.52%		19,000.00	0.00
5305545 · Repairs - Apparatus	4,337.00	12,000.00	0.00	12,000.00	(7,663.00)	36.14%		12,000.00	0.00
5305550 · Repairs - Vehicles	2,992.00	3,500.00	0.00	3,500.00	(508.00)	85.49%		3,500.00	0.00
Total 5305500 · Repairs & Bldg Improvements	12,773.00	37,300.00	0.00	37,300.00	(24,527.00)	34.24%	0.00	37,300.00	0.00
5305600 · Insurance									
5305620 · Insurance - Liability	4,818.00	6,500.00	0.00	6,500.00	(1,682.00)	74.12%		6,500.00	0.00
5305640 · Insurance - Vehicle	4,744.00	10,200.00	0.00	10,200.00	(5,456.00)	46.51%		10,200.00	0.00
Total 5305600 · Insurance	9,562.00	16,700.00	0.00	16,700.00	(7,138.00)	57.26%	0.00	16,700.00	0.00
5305700 · Other Expenses									
5305705 · Postage	20.00	50.00	0.00	50.00	(30.00)	40.0%		50.00	0.00
5305752 · Employment Screening	32.00	165.00	0.00	165.00	(133.00)	19.39%		165.00	0.00
5305765 · Flags & Miscellaneous	85.00	100.00	0.00	100.00	(15.00)	85.0%		100.00	0.00
Total 5305700 · Other Expenses	137.00	315.00	0.00	315.00	(178.00)	43.49%	0.00	315.00	0.00
5306400 · Minor Capital Outlay									
5306440 · Machinery & Equipment	2,141.00	10,300.00	0.00	10,300.00	(8,159.00)	20.79%		10,300.00	0.00
5306445 · Personal Protective Equipment	3,412.00	20,500.00	(253.00)	20,247.00	(17,088.00)	16.64%		20,247.00	0.00
Total 5306400 · Minor Capital Outlay	5,553.00	30,800.00	(253.00)	30,547.00	(25,247.00)	18.03%	0.00	30,800.00	0.00
Total 30 · Fire	299,171.00	662,662.00	0.00	662,662.00	(363,491.00)	45.15%	3,860.00	666,522.00	0.01
40 · Community Services									
5401100 · Salaries & Wages									
5401135 · ACO/Code Enforcement Officer	20,642.00	40,000.00	0.00	40,000.00	(19,358.00)	51.61%		40,000.00	0.00
5401180 · Merit Raises - Staff	0.00	1,200.00	0.00	1,200.00	(1,200.00)	0.0%		1,200.00	0.00
5401190 · Overtime	1,679.00	2,850.00	0.00	2,850.00	(1,171.00)	58.91%		2,850.00	0.00
Total 5401100 · Salaries & Wages	22,321.00	44,050.00	0.00	44,050.00	(21,729.00)	50.67%	0.00	44,050.00	0.00
5402100 · Employee Benefits									
5402110 · Group Insurance	2,100.00	6,960.00	0.00	6,960.00	(4,860.00)	30.17%	(1,241.00)	5,719.00	(0.18)
5402135 · TMRS	1,681.00	2,800.00	0.00	2,800.00	(1,119.00)	60.04%	550.00	3,350.00	0.20
5402160 · Worker's Compensation	157.00	245.00	0.00	245.00	(88.00)	64.08%		245.00	0.00
5402170 · Payroll Taxes	358.00	600.00	0.00	600.00	(242.00)	59.67%		600.00	0.00
5402190 · License	150.00	625.00	0.00	625.00	(475.00)	24.0%		625.00	0.00
Total 5402100 · Employee Benefits	4,446.00	11,230.00	0.00	11,230.00	(6,784.00)	39.59%	(691.00)	10,539.00	(0.06)
5402300 · Contractual Services									

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5402315 · Contract Building Inspections	32,590.00	46,800.00	0.00	46,800.00	(14,210.00)	69.64%	15,000.00	61,800.00	0.32
5402370 · Impound Fees	1,150.00	1,400.00	0.00	1,400.00	(250.00)	82.14%	900.00	2,300.00	0.64
Total 5402300 · Contractual Services	33,740.00	48,200.00	0.00	48,200.00	(14,460.00)	70.0%	15,900.00	64,100.00	0.33
5402600 · Special Expenses									
5402680 · Environmental Testing	500.00	2,300.00	0.00	2,300.00	(1,800.00)	21.74%		2,300.00	0.00
5402685 · Clean up Day	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
Total 5402600 · Special Expenses	500.00	2,400.00	0.00	2,400.00	(1,900.00)	20.83%	0.00	2,400.00	0.00
5403100 · General Supplies									
5403110 · Office Supplies	0.00	50.00	0.00	50.00	(50.00)	0.0%		50.00	0.00
5403120 · Animal Care	51.00	150.00	0.00	150.00	(99.00)	34.0%		150.00	0.00
5403122 · Pet Supplies	221.00	500.00	0.00	500.00	(279.00)	44.2%		500.00	0.00
5403140 · Uniforms	285.00	350.00	0.00	350.00	(65.00)	81.43%		350.00	0.00
Total 5403100 · General Supplies	557.00	1,050.00	0.00	1,050.00	(493.00)	53.05%	0.00	1,050.00	0.00
5403400 · Maintenance Supplies & Parts									
5403460 · Miscellaneous	98.00	100.00	0.00	100.00	(2.00)	98.0%		100.00	0.00
Total 5403400 · Maintenance Supplies & Pa	98.00	100.00	0.00	100.00	(2.00)	98.0%	0.00	100.00	0.00
5404200 · Travel Expenses									
5404210 · Travel - Local	0.00	25.00	0.00	25.00	(25.00)	0.0%		25.00	0.00
5404220 · Professional Development	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
5404270 · Vehicle Expenses	633.00	2,200.00	0.00	2,200.00	(1,567.00)	28.77%		2,200.00	0.00
Total 5404200 · Travel Expenses	633.00	2,425.00	0.00	2,425.00	(1,792.00)	26.1%	0.00	2,425.00	0.00
5405200 · Data Processing Expenses									
5405230 · Data Proc-Maintenance & Re	0.00	1,080.00	0.00	1,080.00	(1,080.00)	0.0%		1,080.00	0.00
Total 5405200 · Data Processing Expenses	0.00	1,080.00	0.00	1,080.00	(1,080.00)	0.0%	0.00	1,080.00	0.00
5405300 · Printing Expense									
5405330 · Printing - Forms	0.00	150.00	0.00	150.00	(150.00)	0.0%		150.00	0.00
Total 5405300 · Printing Expense	0.00	150.00	0.00	150.00	(150.00)	0.0%	0.00	150.00	0.00
5405400 · Utilities									
5405415 · Cellular Phone	476.00	550.00	0.00	550.00	(74.00)	86.55%	399.00	949.00	0.73
Total 5405400 · Utilities	476.00	550.00	0.00	550.00	(74.00)	86.55%	399.00	949.00	0.73
5405600 · Insurance									
5405610 · Insurance - Property	4.00	8.00	0.00	8.00	(4.00)	50.0%		8.00	0.00
5405620 · Insurance - Liability	106.00	215.00	0.00	215.00	(109.00)	49.3%		215.00	0.00
5405640 · Insurance - Vehicle	132.00	300.00	0.00	300.00	(168.00)	44.0%		300.00	0.00
Total 5405600 · Insurance	242.00	523.00	0.00	523.00	(281.00)	46.27%	0.00	523.00	0.00
5405700 · Other Expenses									

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5405765 · Miscellaneous	30.00	100.00	0.00	100.00	(70.00)	30.0%		100.00	0.00
Total 5405700 · Other Expenses	30.00	100.00	0.00	100.00	(70.00)	30.0%	0.00	100.00	0.00
5406400 · Minor Capital Outlay									
5406440 · Machinery & Equipment	58.00	2,700.00	0.00	2,700.00	(2,642.00)	2.15%		2,700.00	0.00
Total 5406400 · Minor Capital Outlay	58.00	2,700.00	0.00	2,700.00	(2,642.00)	2.15%	0.00	2,700.00	0.00
Total 40 · Community Services	63,101.00	114,558.00	0.00	114,558.00	(51,457.00)	55.08%	15,608.00	130,166.00	0.14
45 · Solid Waste									
5455400 · Utilities									
5455465 · Solidwaste Pickup (Garbage)	100,152.00	204,661.00	0.00	204,661.00	(104,509.00)	48.94%		204,661.00	0.00
Total 5455400 · Utilities	100,152.00	204,661.00	0.00	204,661.00	(104,509.00)	48.94%	0.00	204,661.00	0.00
Total 45 · Solid Waste	100,152.00	204,661.00	0.00	204,661.00	(104,509.00)	48.94%	0.00	204,661.00	0.00
50 · Streets									
5501400 · Support Staff									
5501415 · Maintenance Crew	12,334.00	24,044.00	0.00	24,044.00	(11,710.00)	51.3%		24,044.00	0.00
5501480 · Merit Raises	0.00	721.00	0.00	721.00	(721.00)	0.0%		721.00	0.00
5501490 · Overtime	697.00	1,575.00	0.00	1,575.00	(878.00)	44.25%		1,575.00	0.00
5501500 · Streets - On Call	300.00	700.00	0.00	700.00	(400.00)	42.86%		700.00	0.00
Total 5501400 · Support Staff	13,331.00	27,040.00	0.00	27,040.00	(13,709.00)	49.3%	0.00	27,040.00	0.00
5502100 · Employee Benefits									
5502110 · Group Insurance	3,155.00	6,960.00	0.00	6,960.00	(3,805.00)	45.33%	605.00	7,565.00	0.09
5502135 · TMRS	997.00	1,700.00	0.00	1,700.00	(703.00)	58.65%	314.00	2,014.00	0.18
5502160 · Worker's Compensation	415.00	1,340.00	0.00	1,340.00	(925.00)	30.97%		1,340.00	0.00
5502170 · Payroll Taxes	189.00	360.00	0.00	360.00	(171.00)	52.5%		360.00	0.00
5502190 · License	0.00	122.00	0.00	122.00	(122.00)	0.0%		122.00	0.00
Total 5502100 · Employee Benefits	4,756.00	10,482.00	0.00	10,482.00	(5,726.00)	45.37%	919.00	11,401.00	0.09
5502200 · Special Services									
5502280 · NCTCOG- SWMP Fees	1,556.00	6,400.00	0.00	6,400.00	(4,844.00)	24.31%		6,400.00	0.00
Total 5502200 · Special Services	1,556.00	6,400.00	0.00	6,400.00	(4,844.00)	24.31%	0.00	6,400.00	0.00
5502600 · Special Expenses									
5502620 · Emergency Clean Up	0.00	2,250.00	0.00	2,250.00	(2,250.00)	0.0%		2,250.00	0.00
Total 5502600 · Special Expenses	0.00	2,250.00	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	0.00
5503100 · General Supplies									
5503110 · Office Supplies	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
5503140 · Uniforms	425.00	500.00	0.00	500.00	(75.00)	85.0%		500.00	0.00
Total 5503100 · General Supplies	425.00	600.00	0.00	600.00	(175.00)	70.83%	0.00	600.00	0.00
5503400 · Maintenance Supplies & Parts									

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5503405 · Drainage Maintenance	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
5503420 · Supplies - Street Signs	1,169.00	2,000.00	0.00	2,000.00	(831.00)	58.45%		2,000.00	0.00
5503460 · Miscellaneous	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
Total 5503400 · Maintenance Supplies & Pa	1,169.00	2,800.00	0.00	2,800.00	(1,631.00)	41.75%	0.00	2,800.00	0.00
5504200 · Travel Expenses									
5504220 · Professional Development	24.00	500.00	0.00	500.00	(476.00)	4.8%		500.00	0.00
5504270 · Vehicle Expenses	862.00	6,500.00	0.00	6,500.00	(5,638.00)	13.26%		6,500.00	0.00
Total 5504200 · Travel Expenses	886.00	7,000.00	0.00	7,000.00	(6,114.00)	12.66%	0.00	7,000.00	0.00
5505300 · Printing Expense									
5505350 · Printing - Other	311.00	350.00	0.00	350.00	(39.00)	88.86%		350.00	0.00
Total 5505300 · Printing Expense	311.00	350.00	0.00	350.00	(39.00)	88.86%	0.00	350.00	0.00
5505400 · Utilities									
5505450 · Electricity	22,630.00	45,000.00	0.00	45,000.00	(22,370.00)	50.29%		45,000.00	0.00
Total 5505400 · Utilities	22,630.00	45,000.00	0.00	45,000.00	(22,370.00)	50.29%	0.00	45,000.00	0.00
5505500 · Repairs & Bldg Improvements									
5405520 · Repairs - Building	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
5505540 · Repairs - Machinery & Equipm	125.00	3,500.00	0.00	3,500.00	(3,375.00)	3.57%		3,500.00	0.00
5505550 · Repairs - Vehicles	687.00	2,400.00	0.00	2,400.00	(1,713.00)	28.63%		2,400.00	0.00
5505560 · Repairs -Street Maint.& Repa	4,917.00	50,000.00	0.00	50,000.00	(45,083.00)	9.83%		50,000.00	0.00
5505565 · Repairs - Infrastruct Drainage	39.00	3,000.00	0.00	3,000.00	(2,961.00)	1.3%		3,000.00	0.00
5505590 · Repairs - Other	0.00	1,500.00	0.00	1,500.00	(1,500.00)	0.0%		1,500.00	0.00
Total 5505500 · Repairs & Bldg Improvemen	5,768.00	60,900.00	0.00	60,900.00	(55,132.00)	9.47%	0.00	60,900.00	0.00
5505600 · Insurance									
5505620 · Insurance - Liability	569.00	1,140.00	0.00	1,140.00	(571.00)	49.91%		1,140.00	0.00
5505640 · Insurance - Vehicle	1,867.00	3,460.00	0.00	3,460.00	(1,593.00)	53.96%		3,460.00	0.00
Total 5505600 · Insurance	2,436.00	4,600.00	0.00	4,600.00	(2,164.00)	52.96%	0.00	4,600.00	0.00
5505700 · Other Expenses									
5505752 · Employment Screening	5.00	150.00	0.00	150.00	(145.00)	3.33%		150.00	0.00
Total 5505700 · Other Expenses	5.00	150.00	0.00	150.00	(145.00)	3.33%	0.00	150.00	0.00
5506400 · Minor Capital Outlay									
5506440 · Machinery & Equipment	430.00	3,000.00	0.00	3,000.00	(2,570.00)	14.33%		3,000.00	0.00
5506445 · Personal Protective Equipme	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
5506490 · Other	0.00	850.00	0.00	850.00	(850.00)	0.0%		850.00	0.00
Total 5506400 · Minor Capital Outlay	430.00	4,150.00	0.00	4,150.00	(3,720.00)	10.36%	0.00	4,150.00	0.00
5507400 · Capitalized Assets									
5507440 · Machinery & Equipment	0.00	7,000.00	0.00	7,000.00	(7,000.00)	0.0%		7,000.00	0.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to Maarch 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5507460 · Infrastructure	7,500.00	313,200.00	0.00	313,200.00	(305,700.00)	2.4%		313,200.00	0.00
Total 5507400 · Capitalized Assets	7,500.00	320,200.00	0.00	320,200.00	(312,700.00)	2.34%	0.00	320,200.00	0.00
Total 50 · Streets	61,203.00	491,922.00	0.00	491,922.00	(430,719.00)	12.44%	919.00	492,841.00	0.00
60 · Parks									
5602400 · Rentals									
5602490 · Rental - Other	1,467.00	2,900.00	0.00	2,900.00	(1,433.00)	50.59%		2,900.00	0.00
Total 5602400 · Rentals	1,467.00	2,900.00	0.00	2,900.00	(1,433.00)	50.59%	0.00	2,900.00	0.00
5602600 · Special Expenses									
5602680 · Heritage Day	470.00	8,000.00	0.00	8,000.00	(7,530.00)	5.88%		8,000.00	0.00
5602600 · Special Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.0%	2,092.00	2,092.00	1.00
Total 5602600 · Special Expenses	470.00	8,000.00	0.00	8,000.00	(7,530.00)	5.88%	2,092.00	10,092.00	0.26
5603400 · Maintenance Supplies & Parts									
5603460 · Miscellaneous	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
Total 5603400 · Maintenance Supplies & Pa	0.00	300.00	0.00	300.00	(300.00)	0.0%	0.00	300.00	0.00
5605400 · Utilities									
5605450 · Electricity	3,818.00	8,300.00	0.00	8,300.00	(4,482.00)	46.0%		8,300.00	0.00
Total 5605400 · Utilities	3,818.00	8,300.00	0.00	8,300.00	(4,482.00)	46.0%	0.00	8,300.00	0.00
5605500 · Repairs & Bldg Improvements									
5605520 · Repairs - Building	0.00	250.00	0.00	250.00	(250.00)	0.0%		250.00	0.00
5605530 · REPAIRS-IMP OTHER THAN	1,392.00	1,000.00	0.00	1,000.00	392.00	139.2%		1,000.00	0.00
Total 5605500 · Repairs & Bldg Improveme	1,392.00	1,250.00	0.00	1,250.00	142.00	111.36%	0.00	1,250.00	0.00
5605600 · Insurance									
5605610 · Insurance - Property	57.00	115.00	0.00	115.00	(58.00)	49.57%		115.00	0.00
5605620 · Insurance - Liability	241.00	500.00	0.00	500.00	(259.00)	48.2%		500.00	0.00
5605640 · Insurance - Vehicle	111.00	240.00	0.00	240.00	(129.00)	46.25%		240.00	0.00
Total 5605600 · Insurance	409.00	855.00	0.00	855.00	(446.00)	47.84%	0.00	855.00	0.00
5605700 · Other Expenses									
5605765 · Miscellaneous	101.00	300.00	0.00	300.00	(199.00)	33.67%		300.00	0.00
Total 5605700 · Other Expenses	101.00	300.00	0.00	300.00	(199.00)	33.67%	0.00	300.00	0.00
5606400 · Minor Capital Outlay									
5606410 · Land Improvements	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
5606440 · Machinery & Equipment	122.00	500.00	0.00	500.00	(378.00)	24.4%		500.00	0.00
Total 5606400 · Minor Capital Outlay	122.00	1,000.00	0.00	1,000.00	(878.00)	12.2%	0.00	1,000.00	0.00
5607400 · Capitalized Assets									
5607440 · Machinery & Equipment	90.00	500.00	0.00	500.00	(410.00)	18.0%		500.00	0.00
Total 5607400 · Capitalized Assets	90.00	500.00	0.00	500.00	(410.00)	18.0%	0.00	500.00	0.00

City of Ovilla General Fund Actual vs Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Total 60 · Parks	7,869.00	23,405.00	0.00	23,405.00	(15,536.00)	33.62%	2,092.00	25,497.00	0.09
6560 · Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00
6565 · Net Payroll Checks	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00
Total Expense	1,112,075.00	2,695,456.00	0.00	2,695,456.00	(1,583,381.00)	41.26%	56,185.00	2,751,641.00	0.02
Net Income	852,659.00	0.00	0.00	0.00	852,659.00	100.0%	0.00	0.00	0.00

City of Ovilla W & S Fund Actual VS Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Income									
4000400 · Charges for Services									
4000460 · Water Sales	427,053.00	930,000.00	0.00	930,000.00	(502,947.00)	45.92%		930,000.00	0.00
4000461 · Sewer Service	185,719.00	391,569.00	0.00	391,569.00	(205,850.00)	47.43%		391,569.00	0.00
4000465 · Water & Sewer Penalties	10,409.00	18,000.00	0.00	18,000.00	(7,591.00)	57.83%		18,000.00	0.00
4000471 · Reconnect Fees	2,748.00	5,000.00	0.00	5,000.00	(2,252.00)	54.96%		5,000.00	0.00
4000472 · Meters	2,200.00	1,000.00	0.00	1,000.00	1,200.00	220.0%	1,200.00	2,200.00	1.20
4000473 · Connect Fees	1,438.00	2,000.00	0.00	2,000.00	(562.00)	71.9%		2,000.00	0.00
4000478 · Infrastructure Improvement Fee	29,171.00	60,000.00	0.00	60,000.00	(30,829.00)	48.62%		60,000.00	0.00
4000480 · Solid Waste Fees (Garbage)	(1,209.00)	0.00	0.00	0.00	(1,209.00)	100.0%		0.00	0.00
Total 4000400 · Charges for Services	657,529.00	1,407,569.00	0.00	1,407,569.00	(750,040.00)	46.71%	1,200.00	1,408,769.00	0.00
4000800 · Other Revenue									
4000840 · Interest Earned	1,547.00	2,600.00	0.00	2,600.00	(1,053.00)	59.5%		2,600.00	0.00
4000890 · Misc Other Revenue	1,500.00	1,000.00	0.00	1,000.00	500.00	150.0%	500.00	1,500.00	0.50
Total 4000800 · Other Revenue	3,047.00	3,600.00	0.00	3,600.00	(553.00)	84.64%	500.00	4,100.00	0.14
4000880 · Capital Rec Fee	28,750.00	37,500.00	0.00	37,500.00	(8,750.00)	76.67%	12,500.00	50,000.00	0.33
Total Income	689,326.00	1,448,669.00	0.00	1,448,669.00	(759,343.00)	47.58%	14,200.00	1,462,869.00	0.01
Expense									
70 · Administration									
5701100 · Salaries & Wages									
5701110 · City Administrator	12,366.00	20,600.00	0.00	20,600.00	(8,234.00)	60.03%		20,600.00	0.00
5701115 · City Secretary	6,566.00	13,133.00	0.00	13,133.00	(6,567.00)	50.0%		13,133.00	0.00
5701117 · Finance Accountant	6,126.00	12,000.00	0.00	12,000.00	(5,874.00)	51.05%		12,000.00	0.00
5701120 · Part Time Admin. Support	3,718.00	7,218.00	0.00	7,218.00	(3,500.00)	51.51%		7,218.00	0.00
5701130 · Public Works Director	26,194.00	50,862.00	0.00	50,862.00	(24,668.00)	51.5%		50,862.00	0.00
5701180 · Merit Raises, Staff	0.00	3,200.00	0.00	3,200.00	(3,200.00)	0.0%		3,200.00	0.00
Total 5701100 · Salaries & Wages	54,970.00	107,013.00	0.00	107,013.00	(52,043.00)	51.37%	0.00	107,013.00	0.00
5702100 · Employee Benefits									
5702110 · Group Insurance	3,155.00	6,960.00	0.00	6,960.00	(3,805.00)	45.33%	601.00	7,561.00	0.09
5702135 · TMRS	1,972.00	3,400.00	0.00	3,400.00	(1,428.00)	58.0%	859.00	4,259.00	0.25
5702170 · Payroll Taxes	380.00	780.00	0.00	780.00	(400.00)	48.72%		780.00	0.00
Total 5702100 · Employee Benefits	5,507.00	11,140.00	0.00	11,140.00	(5,633.00)	49.43%	1,460.00	12,600.00	0.13
5702200 · Special Services									
5702230 · Legal Fees	0.00	1,000.00	0.00	1,000.00	(1,000.00)	0.0%		1,000.00	0.00
5702240 · Audit	5,050.00	5,780.00	0.00	5,780.00	(730.00)	87.37%		5,780.00	0.00

City of Ovilla W & S Fund Actual VS Budget October 1, 204 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5702250 · Accounting	107.00	1,000.00	0.00	1,000.00	(893.00)	10.7%		1,000.00	0.00
Total 5702200 · Special Services	5,157.00	7,780.00	0.00	7,780.00	(2,623.00)	66.29%	0.00	7,780.00	0.00
5702300 · Contractual Services /Personnel									
5702310 · Consultant Fees	3,175.00	2,000.00	1,500.00	3,500.00	(325.00)	158.75%		3,500.00	0.00
Total 5702300 · Contractual Services /Personnel	3,175.00	2,000.00	1,500.00	3,500.00	1,175.00	158.75%	0.00	3,500.00	0.00
5702500 · Operating Services									
5703100 · General Supplies									
5703110 · Office Supplies	657.00	700.00	0.00	700.00	(43.00)	93.86%		700.00	0.00
Total 5703100 · General Supplies	657.00	700.00	0.00	700.00	(43.00)	93.86%	0.00	700.00	0.00
5703400 · Maintenance Supplies / Parts									
5703410 · Supplies - Custodial	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
Total 5703400 · Maintenance Supplies / Parts	0.00	200.00	0.00	200.00	(200.00)	0.0%	0.00	200.00	0.00
5704200 · Travel Expenses									
5704210 · Travel - Local	164.00	200.00	0.00	200.00	(36.00)	82.0%		200.00	0.00
5704220 · Professional Development	346.00	750.00	0.00	750.00	(404.00)	46.13%		750.00	0.00
Total 5704200 · Travel Expenses	510.00	950.00	0.00	950.00	(440.00)	53.68%	0.00	950.00	0.00
5705200 · Data Processing Expenses									
5705240 · Data Processing - Software	0.00	400.00	0.00	400.00	(400.00)	0.0%		400.00	0.00
Total 5705200 · Data Processing Expenses	0.00	400.00	0.00	400.00	(400.00)	0.0%	0.00	400.00	0.00
5705300 · Printing Expense									
5705350 · Printing - Other	0.00	250.00	0.00	250.00	(250.00)	0.0%		250.00	0.00
Total 5705300 · Printing Expense	0.00	250.00	0.00	250.00	(250.00)	0.0%	0.00	250.00	0.00
5705400 · Utilities									
5705410 · Telephone	661.00	1,350.00	0.00	1,350.00	(689.00)	48.96%		1,350.00	0.00
5705415 · Cellular Phone	446.00	450.00	0.00	450.00	(4.00)	99.11%	456.00	906.00	1.01
5705417 · Internet	543.00	825.00	0.00	825.00	(282.00)	65.82%		825.00	0.00
Total 5705400 · Utilities	1,650.00	2,625.00	0.00	2,625.00	(975.00)	62.86%	456.00	3,081.00	0.17
5705700 · Other Expenses									
5705705 · Postage	4,606.00	6,600.00	0.00	6,600.00	(1,994.00)	69.79%		6,600.00	0.00
5705740 · Advertising	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
5705760 · Bank Service Charge	(75.00)	200.00	0.00	200.00	(275.00)	(37.5%)		200.00	0.00
5705765 · Miscellaneous	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
5705775 · Credit Card Transaction Fee	599.00	3,000.00	0.00	3,000.00	(2,401.00)	19.97%		3,000.00	0.00
Total 5705700 · Other Expenses	5,130.00	10,200.00	0.00	10,200.00	(5,070.00)	50.29%	0.00	10,200.00	0.00
5706400 · Minor Capital Outlay									
5706440 · Machinery & Equipment	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00

City of Ovilla W & S Fund Actual VS Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Total 5706400 · Minor Capital Outlay	0.00	500.00	0.00	500.00	(500.00)	0.0%	0.00	500.00	0.00
5709000 · Reserve									
5708215 · Admin. Exp. to General Fund	62,681.00	125,361.00	0.00	125,361.00	(62,680.00)	50.0%		125,361.00	0.00
5709002 · Capital Improv. Water Reserve	0.00	40,500.00	(23,770.00)	16,730.00	(16,730.00)	0.0%		16,730.00	0.00
5709003 · Capital Improv. Sewer Reserve	0.00	23,400.00	0.00	23,400.00	(23,400.00)	0.0%		23,400.00	0.00
5709010 · Administrative Reserves	0.00	7,700.00	(3,500.00)	4,200.00	(4,200.00)	0.0%	(1,453.00)	2,747.00	(0.19)
Total 5709000 · Reserve	62,681.00	196,961.00	(27,270.00)	169,691.00	(134,280.00)	31.82%	(1,453.00)	168,238.00	(0.01)
Total 70 · Administration	139,437.00	340,719.00	(25,770.00)	314,949.00	(201,282.00)	40.92%	463.00	341,182.00	0.00
75 · Water									
5751100 · Salaries & Wages									
5751133 · Superintendent	20,500.00	42,000.00	0.00	42,000.00	(21,500.00)	48.81%		42,000.00	0.00
5751180 · Merit Raises - Staff	0.00	1,260.00	0.00	1,260.00	(1,260.00)	0.0%		1,260.00	0.00
Total 5751100 · Salaries & Wages	20,500.00	43,260.00	0.00	43,260.00	(22,760.00)	47.39%	0.00	43,260.00	0.00
5751400 · Support Salaries									
5751405 · Support Staff	14,604.00	29,702.00	0.00	29,702.00	(15,098.00)	49.17%		29,702.00	0.00
5751415 · Maintenance Crew	16,357.00	51,350.00	0.00	51,350.00	(34,993.00)	31.85%		51,350.00	0.00
5751430 · Seasonal Crew	0.00	3,000.00	0.00	3,000.00	(3,000.00)	0.0%		3,000.00	0.00
5751450 · Certification Pay	450.00	1,200.00	0.00	1,200.00	(750.00)	37.5%		1,200.00	0.00
5751480 · Merit Raises	0.00	2,432.00	0.00	2,432.00	(2,432.00)	0.0%		2,432.00	0.00
5751490 · Overtime	281.00	4,000.00	0.00	4,000.00	(3,719.00)	7.03%		4,000.00	0.00
5751500 · Water - On Call	50.00	1,000.00	0.00	1,000.00	(950.00)	5.0%		1,000.00	0.00
Total 5751400 · Support Salaries	31,742.00	92,684.00	0.00	92,684.00	(60,942.00)	34.25%	0.00	92,684.00	0.00
5752100 · Employee Benefits									
5752110 · Group Insurance	9,109.00	26,010.00	0.00	26,010.00	(16,901.00)	35.02%	4,234.00	30,244.00	0.16
5752135 · TMRS	4,237.00	9,800.00	0.00	9,800.00	(5,563.00)	43.24%	1,304.00	11,104.00	0.13
5752160 · Worker's Compensation	1,293.00	3,150.00	0.00	3,150.00	(1,857.00)	41.05%		3,150.00	0.00
5752170 · Payroll Taxes	876.00	2,260.00	0.00	2,260.00	(1,384.00)	38.76%		2,260.00	0.00
5752190 · Licenses	111.00	222.00	0.00	222.00	(111.00)	50.0%		222.00	0.00
Total 5752100 · Employee Benefits	15,626.00	41,442.00	0.00	41,442.00	(25,816.00)	37.71%	5,538.00	46,980.00	0.13
5752300 · Contractual Services/Personnel									
5752350 · Contract Labor - Company	0.00	1,500.00	0.00	1,500.00	(1,500.00)	0.0%		1,500.00	0.00
5752380 · Dispatch	4,505.00	10,270.00	0.00	10,270.00	(5,765.00)	43.87%		10,270.00	0.00
Total 5752300 · Contractual Services/Personnel	4,505.00	11,770.00	0.00	11,770.00	(7,265.00)	38.28%	0.00	11,770.00	0.00
5752400 · Rentals									
5752420 · Rental - Machinery & Equipment	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
Total 5752400 · Rentals	0.00	500.00	0.00	500.00	(500.00)	0.0%	0.00	500.00	0.00

City of Ovilla W & S Fund Actual VS Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5752500 · Operating Services									
5752580 · Water Testing	960.00	4,000.00	0.00	4,000.00	(3,040.00)	24.0%		4,000.00	0.00
5752590 · TCEQ Fees	2,634.00	3,000.00	0.00	3,000.00	(366.00)	87.8%		3,000.00	0.00
Total 5752500 · Operating Services	3,594.00	7,000.00	0.00	7,000.00	(3,406.00)	51.34%	0.00	7,000.00	0.00
5753100 · General Supplies									
5753140 · Uniforms	1,398.00	1,500.00	0.00	1,500.00	(102.00)	93.2%		1,500.00	0.00
Total 5753100 · General Supplies	1,398.00	1,500.00	0.00	1,500.00	(102.00)	93.2%	0.00	1,500.00	0.00
5753400 · Maintenance Supplies & Parts									
5753460 · Miscellaneous	86.00	300.00	0.00	300.00	(214.00)	28.67%		300.00	0.00
Total 5753400 · Maintenance Supplies & Parts	86.00	300.00	0.00	300.00	(214.00)	28.67%	0.00	300.00	0.00
5754200 · Travel Expenses									
5754220 · Professional Development	700.00	750.00	0.00	750.00	(50.00)	93.33%		750.00	0.00
5754270 · Vehicle Expenses	4,420.00	9,000.00	0.00	9,000.00	(4,580.00)	49.11%		9,000.00	0.00
Total 5754200 · Travel Expenses	5,120.00	9,750.00	0.00	9,750.00	(4,630.00)	52.51%	0.00	9,750.00	0.00
5755200 · Data Processing Expenses									
5755230 · Data Proc-Maintenance & Repairs	771.00	1,300.00	0.00	1,300.00	(529.00)	59.31%		1,300.00	0.00
5755240 · Data Processing - Software	3,434.00	4,200.00	0.00	4,200.00	(766.00)	81.76%		4,200.00	0.00
Total 5755200 · Data Processing Expenses	4,205.00	5,500.00	0.00	5,500.00	(1,295.00)	76.46%	0.00	5,500.00	0.00
5755300 · Printing Expenses									
5755310 · Copier Expense	0.00	2,700.00	0.00	2,700.00	(2,700.00)	0.0%		2,700.00	0.00
5755350 · Printing - Other	1,431.00	1,500.00	0.00	1,500.00	(69.00)	95.4%		1,500.00	0.00
Total 5755300 · Printing Expenses	1,431.00	4,200.00	0.00	4,200.00	(2,769.00)	34.07%	0.00	4,200.00	0.00
5755400 · Utilities									
5755415 · Cellular Phone	637.00	1,500.00	0.00	1,500.00	(863.00)	42.47%		1,500.00	0.00
5755450 · Electricity	13,600.00	22,660.00	0.00	22,660.00	(9,060.00)	60.02%		22,660.00	0.00
5755460 · Water, wholesale	145,996.00	360,500.00	0.00	360,500.00	(214,504.00)	40.5%		360,500.00	0.00
Total 5755400 · Utilities	160,233.00	384,660.00	0.00	384,660.00	(224,427.00)	41.66%	0.00	384,660.00	0.00
5755500 · Repairs & Building Improvements									
5755540 · Repairs- Machinery & Equipment	2,010.00	5,000.00	0.00	5,000.00	(2,990.00)	40.2%		5,000.00	0.00
5755550 · Repairs - Vehicles	709.00	2,000.00	0.00	2,000.00	(1,291.00)	35.45%		2,000.00	0.00
5755570 · Inventory Expense	3,776.00	10,000.00	0.00	10,000.00	(6,224.00)	37.76%		10,000.00	0.00
5755580 · Water Chemical Expense	4,341.00	8,000.00	0.00	8,000.00	(3,659.00)	54.26%		8,000.00	0.00
5755590 · Repairs - Other	2,498.00	3,000.00	0.00	3,000.00	(502.00)	83.27%		3,000.00	0.00
Total 5755500 · Repairs & Building Improvements	13,334.00	28,000.00	0.00	28,000.00	(14,666.00)	47.62%	0.00	28,000.00	0.00
5755600 · Insurance									
5755610 · Insurance - Property	1,322.00	2,643.00	0.00	2,643.00	(1,321.00)	50.02%		2,643.00	0.00

City of Ovilla W & S Fund Actual VS Budget October 1, 204 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5755620 · Insurance - Liability	804.00	1,750.00	0.00	1,750.00	(946.00)	45.94%		1,750.00	0.00
5755630 · Insurance - Fidelity Bond	0.00	0.00	0.00	0.00	0.00	0.0%		0.00	0.00
5755640 · Insurance - Vehicle	308.00	1,600.00	0.00	1,600.00	(1,292.00)	19.25%		1,600.00	0.00
Total 5755600 · Insurance	2,434.00	5,993.00	0.00	5,993.00	(3,559.00)	40.61%	0.00	5,993.00	0.00
5755700 · Other Expenses	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
5755752 · Employment Screening	0.00	300.00	0.00	300.00	(300.00)	0.0%		300.00	0.00
Total 5755700 · Other Expenses	0.00	300.00	0.00	300.00	(300.00)	0.0%	0.00	300.00	0.00
5756400 · Minor Capital Outlay	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
5756440 · Machinery & Equipment	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
5756490 · Other	0.00	1,000.00	0.00	1,000.00	(1,000.00)	0.0%	0.00	1,000.00	0.00
Total 5756400 · Minor Capital Outlay	0.00	2,200.00	0.00	2,200.00	(2,200.00)	0.0%		2,200.00	0.00
5757400 · Capitalized Assets	23,770.00	0.00	23,770.00	23,770.00	0.00	100.0%		23,770.00	0.00
5757440 · Machinery & Equipment	945.00	6,000.00	0.00	6,000.00	(5,055.00)	15.75%		6,000.00	0.00
Total 5757400 · Capitalized Assets	24,715.00	8,200.00	23,770.00	31,970.00	16,515.00	301.4%	0.00	8,200.00	0.00
5757900 · Long-Term Debt	62,465.00	124,930.00	0.00	124,930.00	(62,465.00)	50.0%		124,930.00	0.00
Total 5757900 · Long-Term Debt	62,465.00	124,930.00	0.00	124,930.00	(62,465.00)	50.0%	0.00	124,930.00	0.00
Total 75 · Water	351,388.00	770,989.00	23,770.00	794,759.00	(419,601.00)	45.58%	5,538.00	776,527.00	0.01
80 · Sewer									
5801400 · Support Salaries	5,677.00	9,900.00	0.00	9,900.00	(4,223.00)	57.34%		9,900.00	0.00
5801405 · Support Staff	39,898.00	55,702.00	0.00	55,702.00	(15,804.00)	71.63%		55,702.00	0.00
5801415 · Maintenance Crew	450.00	1,210.00	0.00	1,210.00	(760.00)	37.19%		1,210.00	0.00
5801450 · Certification Pay	0.00	1,968.00	0.00	1,968.00	(1,968.00)	0.0%		1,968.00	0.00
5801480 · Merit Raises	2,477.00	2,650.00	0.00	2,650.00	(173.00)	93.47%		2,650.00	0.00
5801490 · Overtime	650.00	1,150.00	0.00	1,150.00	(500.00)	56.52%		1,150.00	0.00
Total 5801400 · Support Salaries	49,152.00	72,580.00	0.00	72,580.00	(23,428.00)	67.72%	0.00	72,580.00	0.00
5802100 · Employee Benefits	7,009.00	15,650.00	0.00	15,650.00	(8,641.00)	44.79%		15,650.00	0.00
5802110 · Group Insurance	3,200.00	3,900.00	0.00	3,900.00	(700.00)	82.05%	591.00	4,491.00	0.15
5802135 · TMRS	1,293.00	2,730.00	0.00	2,730.00	(1,437.00)	47.36%		2,730.00	0.00
5802160 · Worker's Compensation-Sewer	615.00	980.00	0.00	980.00	(365.00)	62.76%		980.00	0.00
5802170 · Payroll Taxes	111.00	222.00	0.00	222.00	(111.00)	50.0%		222.00	0.00
Total 5802100 · Employee Benefits	12,228.00	23,482.00	0.00	23,482.00	(11,254.00)	52.07%	591.00	24,073.00	0.03

City of Ovilla W & S Fund Actual VS Budget October 1, 204 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014- 2015	Approved Budget Amendment s	Adjusted Budget 2014- 2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
5802300 · Contractual Services/Personnel									
5802350 · Contract Labor - Company	1,500.00	2,000.00	0.00	2,000.00	(500.00)	75.0%		2,000.00	0.00
Total 5802300 · Contractual Services/Personnel	1,500.00	2,000.00	0.00	2,000.00	(500.00)	75.0%	0.00	2,000.00	0.00
5802500 · Operating Services									
5802515 · Sardis Collection Expense	3,127.00	2,500.00	0.00	2,500.00	627.00	125.08%	7,608.00	10,108.00	3.04
5802590 · TCEQ Fees - Sewer	0.00	100.00	0.00	100.00	(100.00)	0.0%		100.00	0.00
Total 5802500 · Operating Services	3,127.00	2,600.00	0.00	2,600.00	527.00	120.27%	7,608.00	10,208.00	2.93
5803100 · General Supplies									
5803140 · Uniforms	917.00	1,000.00	0.00	1,000.00	(83.00)	91.7%		1,000.00	0.00
Total 5803100 · General Supplies	917.00	1,000.00	0.00	1,000.00	(83.00)	91.7%	0.00	1,000.00	0.00
5803400 · Maintenance Supplies & Parts									
5803460 · Miscellaneous	0.00	500.00	0.00	500.00	(500.00)	0.0%		500.00	0.00
Total 5803400 · Maintenance Supplies & Parts	0.00	500.00	0.00	500.00	(500.00)	0.0%	0.00	500.00	0.00
5804200 · Travel Expenses									
5804220 · Professional Development	300.00	500.00	0.00	500.00	(200.00)	60.0%		500.00	0.00
5804270 · Vehicle Expense	444.00	1,500.00	0.00	1,500.00	(1,056.00)	29.6%		1,500.00	0.00
Total 5804200 · Travel Expenses	744.00	2,000.00	0.00	2,000.00	(1,256.00)	37.2%	0.00	2,000.00	0.00
5805400 · Utilities									
5805450 · Electricity	1,201.00	2,781.00	0.00	2,781.00	(1,580.00)	43.19%		2,781.00	0.00
5805463 · TRA Wastewater Treatment	68,405.00	216,000.00	0.00	216,000.00	(147,595.00)	31.67%		216,000.00	0.00
Total 5805400 · Utilities	69,606.00	218,781.00	0.00	218,781.00	(149,175.00)	31.82%	0.00	218,781.00	0.00
5805500 · Repairs & Bldg Improvements									
5805510 · Repairs - Land Improvements	28.00	300.00	0.00	300.00	(272.00)	9.33%		300.00	0.00
5805540 · Repairs - Machinery & Equipment	5,011.00	6,500.00	0.00	6,500.00	(1,489.00)	77.09%		6,500.00	0.00
5805570 · Inventory Expense	1,491.00	2,000.00	0.00	2,000.00	(509.00)	74.55%		2,000.00	0.00
5805590 · Repairs - Other	499.00	500.00	0.00	500.00	(1.00)	99.8%		500.00	0.00
Total 5805500 · Repairs & Bldg Improvements	7,029.00	9,300.00	0.00	9,300.00	(2,271.00)	75.58%	0.00	9,300.00	0.00
5805600 · Insurance									
5805610 · Insurance - Property	28.00	93.00	0.00	93.00	(65.00)	30.11%		93.00	0.00
5805620 · Insurance - Liability	186.00	375.00	0.00	375.00	(189.00)	49.6%		375.00	0.00
5805640 · Insurance - Vehicle	19.00	50.00	0.00	50.00	(31.00)	38.0%		50.00	0.00
Total 5805600 · Insurance	233.00	518.00	0.00	518.00	(285.00)	44.98%	0.00	518.00	0.00
5805700 · Other Expenses									
5805752 · Employment Screening	0.00	200.00	0.00	200.00	(200.00)	0.0%		200.00	0.00
Total 5805700 · Other Expenses	0.00	200.00	0.00	200.00	(200.00)	0.0%	0.00	200.00	0.00
5807400 · Capitalized Assets									

City of Ovilla W & S Fund Actual VS Budget October 1, 2014 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendment s	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/(Decrease) in Budget
5807440 · Machinery & Equipment	5,973.00	4,000.00	2,000.00	6,000.00	(27.00)	149.33%		6,000.00	0.00
Total 5807400 · Capitalized Assets	5,973.00	4,000.00	2,000.00	6,000.00	1,973.00	149.33%	0.00	4,000.00	0.00
Total 80 · Sewer	150,509.00	336,961.00	2,000.00	338,961.00	(186,452.00)	44.67%	8,199.00	345,160.00	0.02
Total Expense	641,334.00	1,448,669.00	0.00	1,448,669.00	(807,335.00)	44.27%	14,200.00	1,462,869.00	0.01
Income	47,992	-	-	-	47,992	100.0%	-	-	0.00

City of Ovilla Debt Service Fund Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Revenues							
4000100 · Taxes							
4000107 · Ad Valorem, Current I & S	404,453	415,211	(10,758.37)	97.41%		415,211.00	0.00
4000111 · Ad Valorem, Delinquent I & S	4,678	3,570	1,108.19	131.04%		3,570.00	0.00
4000114 · Interest/Penalties - I & S	2,957	2,844	112.98	103.97%		2,844.00	0.00
Total 4000100 · Taxes	412,088	421,625	(9,537.20)	97.74%	0.00	421,625.00	0.00
4000800 · Other Revenue							
4000840 · Interest Earned	202	770	(567.79)	26.26%		770.00	0.00
4000900 · Reduction of Reserve Fund Ba	-	28,500	(28,500.00)	0.0%		28,500.00	0.00
4000930 · Admin.Rev.Rec.Fr Water & Se	62,465	124,930	(62,465.00)	50.0%		124,930.00	0.00
Total 4000800 · Other Revenue	62,667	154,200	(91,532.79)	40.64%	0.00	154,200.00	0.00
Total Revenues	474,755	575,825	(101,069.99)	82.45%	0.00	575,825.00	0.00
Expenditures							
5157900 · Long-Term Debt							
5157930 · Paying Agent Fees	-	500	(500.00)	0.0%		500.00	0.00
51579349 - 2011 Bond Issue Principle	-	365,000	(365,000.00)	0.0%		365,000.00	0.00
5157940 - 2011 Bond Issue Interest	105,563	210,325	(104,762.50)	50.19%		210,325.00	0.00
Total 5157900 · Long-Term Debt	105,563	575,825	(470,262.50)	18.33%	0.00	575,825.00	0.00
Total Expenditures	105,563	575,825	(470,262.50)	18.33%	0.00	575,825.00	0.00
Net Change in Fund Balance	369,193	-		1	0.00		

City of Ovilla Capital Projects Fund Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
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Revenues

4000800 · Other Revenue

4000845 · Interest Earned - Texstar	0	1	(0.82)	18.0%		1.00	0.00
4000850 · Interest Earned - Prosperity	130	255	(125.50)	50.78%		255.00	0.00
Total 4000800 · Other Revenue	130	256	(126.32)	50.66%		256.00	0.00
Total Revenues	130	256	(126.32)	50.66%	0.00	256.00	0.00
Expense			0.00	0.0%		0.00	0.00
5879000 · Reserves			0.00	0.0%		0.00	0.00
5879010 · Admin Reserves	0	256	(256.00)	0.0%		256.00	0.00
Total 5879000 · Reserves	0	256	(256.00)	0.0%		256.00	0.00
Total Expense	0	256	(256.00)	0.0%	0.00	256.00	0.00
Change in Net Position	130	0	129.68	100.0%	0.00	0.00	0.00

City of Ovilla Park Impact Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Original Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Income									
4000400 · Charges for Services									
4000460 · Park Impact	7,359.00	10,000.00	0.00	10,000.00	(2,641.00)	0.74	1,673.00	11,673.00	0.17
Total 4000400 · Charges for Services	7,359.00	10,000.00	0.00	10,000.00	(2,641.00)	0.74	1,673.00	11,673.00	0.17
4000800 · Other Revenue									
4000840 · Interest Earned	52.00	45.00	0.00	45.00	7.00	1.16		45.00	0.00
Total 4000800 · Other Revenue	52.00	45.00	0.00	45.00	7.00	1.16	0.00	45.00	0.00
Total Income	7,411.00	10,045.00	0.00	10,045.00	(2,634.00)	0.74	1,673.00	11,718.00	0.17
Expense									
5606400 · Minor Capital Outlay									
5606410 · Land Improvements	0.00	500.00	0.00	500.00	0.00	0.00		500.00	0.00
Total 5606400 · Minor Capital Outlay	0.00	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
5607400 · Capitalized Assets									
5607440 · Capital Machinery & Equipment	0.00	3,500.00	0.00	3,500.00	0.00	0.00		3,500.00	0.00
Total 5607400 · Capitalized Assets	0.00	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
5609000 · Reserves									
5609000 · Reserves - Other	0.00	6,045.00	0.00	6,045.00	0.00	0.00	1,673.00	7,718.00	0.28
Total 5609000 · Reserves	0.00	6,045.00	0.00	6,045.00	0.00	0.00	1,673.00	7,718.00	0.28
Total Expense	0.00	10,045.00	0.00	10,045.00	0.00	0.00	1,673.00	11,718.00	0.17
Net Income	7,411.00	0.00		0.00	7,411.00	1.00	0.00	0.00	0.00

City of Ovilla W&S Impact Fund Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Income							
4000400 · Charges for Services							
4000477 · Sewer Impact Fee	9,350.00	2,610.00	6,740.00	358.24%	11,200.00	13,810.00	4.29
Total 4000400 · Charges for Services	9,350.00	2,610.00	6,740.00	358.24%	11,200.00	13,810.00	4.29
4000800 · Other Revenue							
4000840 · Interest Earned	74.00	195.00	195.00	37.95%		195.00	0.00
4000880 · Transfer In - Water Impact	0.00	73,505.00	(73,505.00)	0.0%		73,505.00	0.00
Total 4000800 · Other Revenue	74.00	73,700.00	(73,626.00)	0.1%	0.00	73,700.00	0.00
Total Income	9,424.00	76,310.00	(66,886.00)	12.35%	11,200.00	87,510.00	0.15
Expense							
5755500 · Repairs							
5755560 · Repairs- Water Lines	0.00	55,000.00	(55,000.00)	0.0%		55,000.00	0.00
5755500 · Repairs - Other	0.00	18,700.00	(18,700.00)	0.0%		18,700.00	0.00
Total 5755500 · Repairs	0.00	73,700.00	(73,700.00)	0.0%	0.00	73,700.00	0.00
5859000 · Reserves							
5859030 · Sewer Impact Fees Reserv	0.00	2,610.00	(2,610.00)	0.0%	11,200.00	13,810.00	4.29
Total 5859000 · Reserves	0.00	2,610.00	(2,610.00)	0.0%	11,200.00	13,810.00	4.29
Total Expense	0.00	76,310.00	(76,310.00)	0.0%	11,200.00	87,510.00	0.15
Net Income	9,424.00	0.00	9,424.00	100.0%	0.00	0.00	0.00

8109015 · Administrative Reserves	0.00	19,125.00	0.00	19,125.00	(19,125.00)	0.00		19,125.00	0.00
8109215 · Admin. Expense to General Fund	1,250.00	2,500.00	0.00	2,500.00	(1,250.00)	0.50		2,500.00	0.00
Total 8109000 · Reserves	1,250.00	21,625.00	0.00	21,625.00	(20,375.00)	0.06	0.00	21,625.00	0.00
Total Expense	6,335.00	99,285.00	0.00	99,285.00	(92,950.00)	0.06	0.00	99,285.00	0.00
Net Income	34,524.00	0.00		0.00	34,524.00	1.00	0.00	0.00	0.00

City of Ovilla Municipal Development Dis Actual VS Budget October 1. 2013 to March 31, 2015	Revenue/Expenses for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Revenues									
4000100 · Taxes									
4000120 · Sales tax	15,351	30,000	0	30,000	(14,648.89)	51.17%		30,000.00	0.00
Total 4000100 · Taxes	15,351	30,000		30,000	(14,648.89)	51.17%		30,000.00	0.00
4000800 · Other Revenue					0.00	0.0%	0.00	0.00	0.00
4000840 · Interest Income	164	160	0	160	3.76	102.35%		160.00	0.00
Total 4000800 · Other Revenue	164	160		160	3.76	102.35%		160.00	0.00
Total Revenues	15,515	30,160		30,160	(14,645.13)	51.44%	0.00	30,160.00	0.00
Expenditures									
9102200 · Special Services					0.00	0.0%		0.00	0.00
9102230 · Legal Fees	0	250	0	250	(250.00)	0.0%		250.00	0.00
9102240 · Audit	0	1,600	0	1,600	(1,600.00)	0.0%		1,600.00	0.00
9102250 · Accounting	0	250	0	250					
Total 9102200 · Special Services	0	2,100		2,100	(2,100.00)	0.0%	0.00	2,100.00	0.00
9102300 · Consultant Services					0.00	0.0%		0.00	0.00
9102310 · Consultant Fees	0	500	0	500	(500.00)	0.0%		500.00	0.00
Total 9102300 · Consultant Services	0	500		500	(500.00)	0.0%	0.00	500.00	0.00
9103100 · General Supplies					0.00	0.0%		0.00	0.00
9103110 · Office Supplies	0	100	0	100	(100.00)	0.0%		100.00	0.00
Total 9103100 · General Supplies	0	100		100			0.00		
9104200 · Travel Expense									
9104220 · Professional Development	0	250	0	250	(250.00)	0.0%		250.00	0.00
Total 9104200 · Travel Expense	0	250		250			0.00		
9105600 · Insurance									
9105620 · Insurance - Liability	147	295	0	295	(148.50)	49.66%		295.00	0.00
Total 9105600 · Insurance	147	295		295			0.00		
9105700 · Other Expenses									
9105705 · Postage	0	25	0	25	(25.00)	0.0%		25.00	0.00
Total 9105700 · Other Expenses	0	25		25			0.00		
9109000 · Reserves									
9109015 · Administrative Reserves	0	26,390	0	26,390	(26,390.00)	0.0%		26,390.00	0.00
9109215 · Admin. Expense to General Fund	250	500	0	500	(250.00)	50.0%		500.00	0.00
Total 9109000 · Reserves	250	26,890		26,890	(26,640.00)	0.93%	0.00	26,890.00	0.00
Total Expenditures	397	30,160		30,160	(29,763.50)	1.32%	0.00	30,160.00	0.00
Net Change in Fund Balance	15,118	0	0	0	15,118	1		0	

City of Ovilla Fire Dept Aux. Fund Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expenses for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Revenues									
4000800 · Other Revenue									
4000815 · Gifts	2,660	500	0.00	500	2,160.00	532.0%	4,400.00	4,900.00	8.80
4000830 · Vending Machines	0	500	0.00	500	(500.00)	0.0%		500.00	0.00
Total 4000800 · Other Revenue	2,660	1,000	0.00	1,000	1,660.00	266.0%		5,400.00	0.00
Total Revenues	2,660	1,000		1,000	1,660.00	266.0%	4,400.00	5,400.00	4.40
Expenditures									
5333400 · Maintenance Supplies and Parts					0.00	0.0%		0.00	0.00
5333460 · Supplies - Miscellaneous	956	1,000	0.00	1,000	(43.99)	95.6%	4,400.00	5,400.00	4.40
Total 5333400 · Maintenance Supplies and Pa	956	1,000		1,000	(43.99)	95.6%		1,000.00	0.00
Total Expenditures	956	1,000	0.00	1,000	(43.99)	95.6%	4,400.00	5,400.00	4.40
Net Change in Fund Balance	1,704	0	0.00	0	1,703.99	100.0%	0.00	0.00	0.00

City of Ovilla Police Aux Fund Actual VS Budget October 1, 2013 to March 31, 2015	Revenue/Expense for Oct 1, 2014 to March 31, 2015	Budget 2014-2015	Approved Budget Amendments	Adjusted Budget 2014-2015	Dollar Amount Over/(Under) Budget	% of Approved 2014-2015 Budget	Mid Year Budget Adjustment	Adjusted Total Mid Year Budget	% of Increase/ (Decrease) in Budget
Revenues									
4000800 · Other Revenue									
4000815 · Gifts	700	1000	0.00	1,000.00	(300.00)	70.0%	4,500.00	5,500.00	4.50
Total 4000800 · Other Revenue	700	1000	0.00	1,000.00	(300.00)	70.0%		5,500.00	0.00
Total Revenues	700	1000	0.00		(300.00)	70.0%	4,500.00	5,500.00	4.50
Expenditures									
5232600 · Special Expenses									
5232690 · Special Expenses - Other	0	0	50.00	50.00	0.00	0.0%	4,500.00	4,500.00	1.00
Total 5232600 · Special Expenses	0	0	0.00	50.00	0.00	0.0%	4,500.00	4,500.00	1.00
5235700 · Other Expense									
5235735 · Official Functions	231	1000	(769.00)	231.00	(769.00)	23.1%		1,000.00	0.00
Total 5235700 · Other Expense	231	1000	0.00	231.00	(769.00)	23.1%	0.00	1,000.00	0.00
5236400 · Minor Capital Outlay									
5236440 · Machinery and Equipment	719	0	719.00	719.00	719.00	100.0%		0.00	0.00
Total 5236400 · Minor Capital Outlay	719	0	0.00	719.00	719.00	100.0%		0.00	0.00
Total Expenditures	950	1000	0.00	1000	(50.00)	95.0%	4,500.00	5,500.00	4.50
Net Income	(250)	0	0.00		(250.00)	100.0%	0.00	0.00	0.00

AGENDA ITEM REPORT Item 4

Meeting Date: June 8, 2015

Discussion Action

Submitted By: J. Lee, Interim CA

Reviewed By: City Administrator
 Accountant

Department: Finance

Budgeted Expense: YES NO N/A

Amount: \$ NA Account: TRA Expense

City Secretary City Attorney
 Other: Staff

Attachments:

1. Ordinance 2015-013
2. Update for Sewer Flat Rate Options

Agenda Item / Topic:

4. *DISCUSSION/ACTION - Consideration of and action on Ordinance 2015-013 of the City of Ovilla, TX, amending the flat rate for sewer service for residential and nonresidential customers, providing for publication of this ordinance and providing an effective date.*

Discussion / Justification:

In compliance with the Ovilla Code of Ordinances, staff is presenting a Sewer Expense and Revenue charts for determination of decrease in the Sewer Flat Rate Change for the remainder of Fiscal Year 2014-2015. The changes will affect the sewer revenue for Fiscal Year 2014-2015, June-September.

Attached reports show the decrease in revenue. A \$5.00 reduction will result in a flat rate of \$25.00 and estimated decrease in revenue \$8,360.00. A \$7.50 reduction will result in a flat rate of \$22.50 and estimated decrease in revenue \$12,540.00. A \$10.00 reduction in the Sewer Flat rate will result in a rate of \$20.00 and an estimated decrease in revenue of \$16,720.00. Continued deliberation of a decrease will be discussed by council during budget 2015-2016 preparations.

Recommendation / Staff Comments:

No Staff recommendations or change amending the flat rate sewer charge.

Sample Motion(s):

I move to approve/deny Consideration of and action on Ordinance 2015-013 of the City of Ovilla, TX, amending the flat rate for sewer service for residential and nonresidential customers, providing for publication of this ordinance and providing an effective date.

ORDINANCE NO. 2015-013

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A, ARTICLE A7.000, SECTION A7.003 (B) (1) & (2) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING A MONTHLY FLAT FEE AND MONTHLY RATES FOR WASTEWATER SERVICE TO RESIDENTIAL AND NONRESIDENTIAL CUSTOMERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Ordinance No. 2014-027, the City Council of the City of Ovilla, Texas approved the Fiscal Year 2014-15 Operating Budget and Annual Program of Services (the Budget); and

WHEREAS, in conjunction with the Budget, the City Council of the City of Ovilla sets fees for services provided for by the City of Ovilla., and

WHEREAS, based on current wastewater treatment rates from the City's wastewater treatment provider, the Council finds and determines that it is in the best interest of the citizens of the City of Ovilla to adjust downward the current monthly rates for wastewater service to residential and nonresidential customers and to amend the City's Code of Ordinances accordingly.

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

SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE A7.000, SECTION A7.003 (B) (1) & (2) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

Appendix A, Article A7.000, Section A7.003 (B) (1) & (2) is hereby amended to read as follows:

(b) Monthly wastewater rates. Monthly rates for wastewater service furnished by the city:

(1) Residential:

- A. Monthly Flat Fee: \$
- B. Base Monthly Rate (per 1,000 gallons): \$8.22
- C. Sewer winter averaging determines the maximum charge.

(2) Nonresidential

- A. Monthly Flat Fee: \$
- B. Base Monthly Rate (per 1,000 gallons): \$8.22
- C. Bill rate based on 100% of actual usage.

SECTION 3. SAVINGS CLAUSE

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

ORDINANCE NO. 2015-013

SECTION 4. SEVERANCE CLAUSE

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

SECTION 5. INCORPORATION INTO THE CODE OF ORDINANCES

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

SECTION 6. EFFECTIVE DATE

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

SECTION 7. PUBLICATION

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

***PASSED, ADOPTED AND APPROVED by the City Council of Ovilla, Texas on this the
8th day of June 2015.***

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney



DATE: June 8, 2015

TO: Honorable Mayor and Council Members

FROM: Dennis Burn, City Administrator
Jackie Lee, Interim City Administrator

SUBJECT: **Sewer Flat Rate Decrease**

The following is the revenue and expense budget for sewer department and cost of 3 reductions in sewer flat rate.

Total Sewer Revenue Budget	\$391,569.00
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Sewer Expense Budget:

Operations and Maintenance	\$122,961.00
TRA	216,000.00
TRA Settlement Invoice	<u>20,147.21</u>
Total Sewer Expense Budget	\$359,108.21

Flat Rate Decrease of \$5.00 x 418 customers = \$2,090.00 x 4 months * \$ 8,360.00

Flat Rate Decrease of \$7.50 x 418 customers = \$3,135.00 x 4 months * \$12,540.00

Flat Rate Decrease of \$10.00 x 418 customers = \$4,180.00 x 4 months * \$16,720.00

*June - September

AGENDA ITEM REPORT Item 5

Meeting Date: June 08, 2015

Discussion Action

Submitted By: Dennis Burn

Reviewed By: City Administrator
 Accountant

Department: Public Works Department

Budgeted Expense: YES NO N/A

Amount: \$272,580

City Secretary

City Attorney

Other: PW Director B. Piland

Attachments:

1. Oldcastle pricing

Agenda Item / Topic:

5. **DISCUSSION/ACTION – Consideration** of and action authorizing cement stabilization and HMAC pavement on SE Cockrell Hill Road in accordance with Ovilla's Interlocal Agreement with Ellis County Precinct 4.

Discussion / Justification:

Plan for Cockrell Hill Road Improvements:

Oldcastle Pavement Solutions was awarded the yearly bid contract with cement stabilization and HMAC pavement to Ellis County. Based on Ovilla's Interlocal Agreement with Ellis County Precinct 4, Ovilla will utilize Oldcastle Pavement Solutions for the reconstruction of Cockrell Hill Road.

Council had originally approved reconstruction of Cockrell Hill Road as a 2-course chip seal with Ellis County. Due to equipment failure/breakdowns and weather issues, County crews have been unable to accomplish the reconstruction. County crews conducted a traffic count on Cockrell Hill Road at the beginning of May with an average count of 4,144 vehicles per day.

With Cockrell Hill Road being a major thoroughfare, it is staff's recommendation to rebuild the road using cement stabilization and HMAC pavement instead of 2-course chip seal. The existing pavement section will be reclaimed. The cost for cement stabilization and HMAC pavement is \$272,580 for 1.1 miles. Ovilla will not provide any labor/equipment/material for this project.

Current line item balance under Road Infrastructure is \$305,700 (FY2014-2015).

Streets on the CIP for this year (Silverwood, Westlawn and E. Highland) would be moved to the FY2015-2016 to meet the financial obligation of Cockrell Hill Road reconstruction.

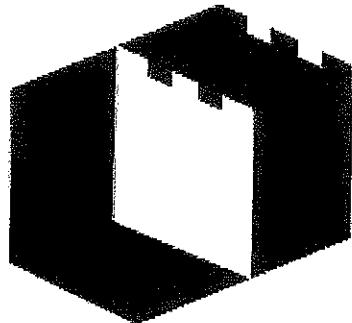
Staff is communicating with Oldcastle to determine their schedule for this project and does not have a date at this time. As soon as staff knows the project schedule, the City Council will be informed.

Recommendation / Staff Comments:

Staff recommends approval to proceed with this project.

Sample Motion(s):

I move that Council authorize staff to proceed with the project of cement stabilization and HMAC pavement on SE Cockrell Hill Road in accordance with Ovilla's Interlocal Agreement with Ellis County Precinct 4.



Oldcastle® Pavement Solutions

VALUE • INTEGRITY • SAFETY

Oldcastle Pavement Solutions, LLC is a value-driven commercial and municipal pavement services company located in the Dallas/Fort Worth Metroplex. Our focus is increasing the value to our current and future lifetime customers by providing premium services. Our people define who we are and what we stand for by our focus on safety, integrity and a work culture that meets you at the door.

12601 N. Central Expressway Suite 460 Dallas, TX 75243 Office: (972) 585-1403 Fax: (972) 585-4369



05/21/2015

ITEMS:

Item No	EST. QTY.	Pricing for PCT #1 – Palmer #2 – Ennis #3 - Italy #3 – Maypearl #4 - Midlothian	Unit Price	Amount
1	11,800 SY	Pulverize and Stabilize 24lbs. per SY and 2" Overlay	\$21.00	\$247,800.00
1A	7,700 SY	Just 2" Overlay	\$14.00	\$107,800.00
2A	11,800 SY	Just Cement Stabilization 24lbs	\$9.00	\$106,200.00

Inclusions

- Testing on all HMAC
- All equipment, Labor and materials required to complete project
- All Traffic Control
- Pricing is comprehensive for all Ellis County county districts

*Pricing is subject to change on quantities less than one half mile per mobilization.

INITIAL: _____

***** Quote valid for 30 days and subject to credit application *****
****Sales Tax not Included****



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AGENDA ITEM REPORT Item 6

Meeting Date: June 08, 2015

Discussion Action

Submitted By: Dennis Burn

Reviewed By: City Administrator
 Accountant

Department: Public Works Department

Budgeted Expense: YES NO N/A

Amount: N/A

City Secretary City Attorney
 Other: PW Director B. Piland

Attachments:

1. None

Agenda Item / Topic:

6. **DISCUSSION/ACTION** – Review the reconstruction and paving of Ovilla streets and direct staff as necessary.

Discussion / Justification:

This item was placed on the agenda at the request of Council.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move that Council directs staff to: _____.

AGENDA ITEM REPORT

Item 7

Meeting Date: June 08, 2015

Discussion Action

Submitted By: Staff

Reviewed By: City Administrator
 Accountant

Department: Administration

Budgeted Expense: YES NO N/A

Amount: N/A

City Secretary

City Attorney

Other: Staff

Attachments:

1. Winning artwork

Agenda Item / Topic:

7. *DISCUSSION/ACTION – Consideration* of and action on the appointments of the Heritage Day Committee.

Discussion / Justification:

Heritage Day falls on the last Saturday of September (September 26, 2015). Staff is ready to begin preliminary preparations. Last year a t-shirt contest was held with winner Abigail Falksen's artwork being selected to use for this year's new t-shirt design. This may be an item for the Committee to address early on as it could take some time to screen or transfer for Ovilla's new t-shirt design, if the Committee so desires.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move that Council appoints _____ to serve on the 2015 Heritage Day Committee.

