

City of OVILLA City Council Agenda

*Ralph G. Hall, Place One
Larry Stevenson, Place Two
David Griffin, Place Three*

Tom Leverentz, Mayor

*Doug Hunt, Place Four
Richard Dormier, Mayor Pro-Tem/Place Five
Vacant, City Administrator*

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, March 11, 2013

7:00 P.M.

Council Chamber Room

Pursuant to the provisions of Chapter 551 VTCA Government Code, NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, March 11, 2013 at 7:00 P.M. in the City Hall 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, ANNOUNCEMENTS & REPORTS

• 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 | Police Chief M. Moon |
| ○ Monthly Report | |
| • Fire Department | Assistant Fire Chief P. Brancato |
| ○ Monthly Report | |
| • Public Works | Public Works Director B. Piland |
| ○ Monthly Report | |
| • Finance Department | City Accountant S. Jungman |
| ○ Monthly Municipal Court Report | |
| • Administration | Mayor ProTem R. Dormier |
| ○ City Hall front lobby renovations | |
| ○ New SPAM Filter | |
| ○ Monthly Reports – Code Enforcement/Animal Control, Mike Dooly | |
| • Committees | |
| • | |

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.

- Financial transactions
- Minutes of the February 11, 2013 Regular Council Meeting

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IV. EXECUTIVE SESSION

Closed Meeting called pursuant to Texas Government Code § 551.074 - Personnel Matters.

- ITEM 1. DISCUSSION/ACTION** – Deliberate the appointment employment, and/or duties of the interim City Administrator and/or permanent City Administrator.

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

V. REGULAR AGENDA

- ITEM 1. DISCUSSION/ACTION** – Deliberate the appointment employment, and/or duties of the interim City Administrator and/or permanent City Administrator.
- ITEM 2. DISCUSSION/ACTION** – Consider entering into a contract with Texas First Group to provide interim city administrator services.
- ITEM 3. DISCUSSION/ACTION** – Consider proposed Ordinance 2013-006 granting ONCOR Electric to use the present and future streets, alleys, highways, public utility easements for public ways and public property of the City of Ovilla and providing compensation thereof. ONCOR representative Mr. Kenneth Govan will be present.
- ITEM 4. DISCUSSION/ACTION** – Review of Auditor's Letter to Management for 2010-11 Fiscal Year Audit and 2011-12 Fiscal Year Audit. Required response from staff/City Administrator to Council.
- ITEM 5. DISCUSSION/ACTION** – Consider a proposed Resolution 2013-002, updating and replacing Resolution 2011-021 in accordance with the recommendation of the external audit firm, Yeldell, Wilson & Company P.C., by establishing a Fund Balance Policy.
- ITEM 6. DISCUSSION** – Review of City of Ovilla monthly financial reports, budget manager's authority for budget adjustments and change in format of monthly financial reports.
- ITEM 7. DISCUSSION/ACTION** – Consider a proposed agreement by and between the City of Ovilla and the HOA (Home Owner Association) of Ashburne Glen, both acting through their duly authorized officers and representatives to be effective April 1, 2013.
- ITEM 8. DISCUSSION/ACTION** – Consider a proposed agreement by and between the City of Ovilla and the HOA (Home Owner Association) of Meadow Glen, both acting through their duly authorized officers and representatives to be effective April 1, 2013.
- ITEM 9. DISCUSSION/ACTION** – Direct staff to notify CWD that Ovilla will not be extending the 2 one-year optional extensions to the current contract. Also, direct staff to prepare RFP to include current services plus once-a-year household hazardous waste service day as an alternate bid item.

City of OVILLA City Council Agenda

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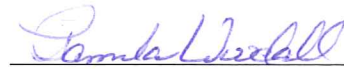
Tom Leverentz, Mayor

Doug Hunt, Place Four
Richard Dormier, Mayor Pro-Tem/Place Five
Vacant, City Administrator

ITEM 10. DISCUSSION/ACTION – Consider a request from Mr. Jeff Byers to name a city baseball field after his grandfather and former Mayor, Mr. Weldon Odell, and direct staff to return with a resolution.

VI. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the March 11, 2013, 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 8th day of March 2013 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 3.8.13 TIME: _____ am/pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

IF YOU OR YOUR REPRESENTATIVE HAVE A DISABILITY THAT REQUIRES SPECIAL ARRANGEMENTS AND YOU PLAN TO ATTEND THIS PUBLIC MEETING, PLEASE CALL THE CITY SECRETARY AT 972-617-7262 WITHIN 24 HOURS OF THE MEETING. REASONABLE ACCOMMODATIONS WILL BE MADE TO MEET YOUR NEEDS AT THE MEETING. 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

Mayor Tom Leverentz
and the Ovilla City Council

Subject: Police Department Monthly Activity Report:

Feb-13

YTD

<u>Calls For Service</u>	<u>Total</u>	<u>Total</u>
ACCIDENT	3	4
ALARMS	14	33
ARREST	4	8
ASSAULT	0	0
ASSISTS: Agency/Unit: 23 EMS/Fire: 6 Motorist: 2	31	55
BLDG / HOUSE SECURITY CHECK	1375	2829
BURGLARY	0	0
BURGLARY OF MOTOR VEHICLE	0	0
CRIMINAL MISCHIEF	0	2
DISTURBANCE	4	7
NEIGHBORHOOD CHECK	1805	3800
OTHER CALLS FOR SERVICE	129	284
SUSPICIOUS PERSON	7	13
SUSPICIOUS VEHICLE	4	13
THEFT	1	2
TRAFFIC ASSIGNMENT	44	80
TOTAL CALLS FOR SERVICE	3421	7130
RESERVE OFFICER HOURS	56	104.5
AVERAGE RESPONSE TIME (MINUTES)	3.35	3.675
TRAFFIC STOP (WARNINGS)	36	81
CITATIONS	38	78
TOTAL CITATIONS & WARNINGS COMBINED	74	159
PERCENT OF STOPS RECEIVING CITATIONS	51.4	49.1

OVILLA PD VEHICLE MILEAGE

August-12		September-12		October-12		November-12		December-12		January-13		February-13		March-13		April-13		May-13	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	54543	55408	865	100	55408	56763	1355	100	56763	58204	1441	100	58204	59769	1565	100	59769	61768	1780
101	123103	124498	1395	101	124498	124738	240	101	124738	125061	323	101	125061	125750	34	101	125750	125953	-125953
102	60504	61587	1083	102	61587	62420	833	102	62420	63918	1498	102	63918	65060	1442	102	65060	66641	-66641
103	59495	62141	2646	103	62141	64596	2455	103	64596	66540	1944	103	66540	71225	1511	103	71225	72089	-72089
104	33906	35954	2048	104	35954	38012	2058	104	38012	39869	1857	104	39869	43001	1291	104	43001	44413	-44413
105	0	1920	1920	105	1920	4389	2469	105	4389	41075	1206	105	41075	8570	1717	105	8570	10442	-10442
February-13		March-13		April-13		May-13		June-13		July-13		August-13		September-13		October-13		November-13	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	63548	64801	1253	100	64801	65060	257	100	65060	66641	1581	100	66641	68222	1771	100	68222	69803	-1771
101	125750	125953	203	101	125953	126206	255	101	126206	126459	253	101	126459	126712	255	101	126712	126965	-255
102	65060	66641	1581	102	66641	68222	1581	102	68222	69803	1581	102	69803	71384	1581	102	71384	72965	-1581
103	71225	72089	864	103	72089	73670	1581	103	73670	75251	1581	103	75251	76832	1581	103	76832	78413	-1581
104	43001	44413	1412	104	44413	45994	1581	104	45994	47575	1581	104	47575	49156	1581	104	49156	50737	-1581
105	8570	10442	1872	105	10442	12323	1881	105	12323	14204	1881	105	14204	16085	1881	105	16085	17966	-1881
October-13		November-13		December-13		January-14		February-14		March-14		April-14		May-14		June-14		July-14	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0	100			0	100			0	100			0
101			0	101			0	101			0	101			0	101			0
102			0	102			0	102			0	102			0	102			0
103			0	103			0	103			0	103			0	103			0
104			0	104			0	104			0	104			0	104			0
105			0	105			0	105			0	105			0	105			0

Ovilla Fire Department

Type of Alarm Report (Summary)

Alarm Date Between {02/01/2013} And {02/28/2013}

Type of Alarm		Count	Percent
AL	Automatic Alarm (Fire/Medical)	7	13.72%
BF	Brush/Grass Fire	1	1.96%
EM	Emergency Medical Service	23	45.09%
IV	Investigation of Smoke/Odor	1	1.96%
MV	MVC	3	5.88%
OT	Other Fire/Incident	3	5.88%
PL	Power Line Down	1	1.96%
PS	Public Service Assist	2	3.92%
RE	Air-Light-Rehab	4	7.84%
SF	Structure Fire	5	9.80%
SR	Search/Rescue/Recovery	1	1.96%

Total Incident Count: 51

Ovilla Fire Department

Fire and EMS Combined List by Incident Number

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Type	Date	Location	Description
13-3000056-0	FIRE	02/01/2013	4550 PECAN CREEK DR	311 Medical assist, assist
13-3000057-1	EMS	02/02/2013	741 MEGHANN LN	Back Pain
13-3000057-0	FIRE	02/02/2013	741 MEGHANN LN	321 EMS call, excluding
13-3000058-0	FIRE	02/02/2013	8340 Slippery Creek CT	631 Authorized controlled
13-3000059-1	EMS	02/02/2013	8031 KAY LN	Syncope, Headache
13-3000059-0	FIRE	02/02/2013	8031 KAY LN	321 EMS call, excluding
13-3000060-0	FIRE	02/03/2013	104 Henry Ln	111 Building fire
13-3000061-0	FIRE	02/03/2013	301 WILLOW WOOD LN	554 Assist invalid
13-3000062-1	EMS	02/03/2013	107 BURTONWOOD CIR	CHEST PAIN
13-3000062-0	FIRE	02/03/2013	107 BURTONWOOD CIR	321 EMS call, excluding
13-3000063-0	FIRE	02/04/2013	314 WILLOW CREEK LN	311 Medical assist, assist
13-3000064-0	FIRE	02/05/2013	3141 NORTH MOCKINGBIRD LN	311 Medical assist, assist
13-3000065-1	EMS	02/06/2013	118 SUBURBAN DR	difficulty breathing
13-3000065-0	FIRE	02/06/2013	118 SUBURBAN DR	321 EMS call, excluding
13-3000066-0	FIRE	02/06/2013	2741 W FM 875	611 Dispatched & cancelled
13-3000067-0	FIRE	02/07/2013	1011 NOKOMIS PLACE	111 Building fire
13-3000068-1	EMS	02/09/2013	113 HUMMINGBIRD LN	Fall from ground level
13-3000068-0	FIRE	02/09/2013	113 HUMMINGBIRD LN	321 EMS call, excluding
13-3000069-1	EMS	02/09/2013	110 ASHBURNE GLEN LN	medical emergency
13-3000069-0	FIRE	02/09/2013	110 ASHBURNE GLEN LN	321 EMS call, excluding
13-3000070-0	FIRE	02/09/2013	JOE WILSON RD & CRYSTAL SPRINGS DR	324 Motor Vehicle Accident
13-3000071-0	FIRE	02/11/2013	505 EDGEWOOD LN	554 Assist invalid
13-3000072-0	FIRE	02/11/2013	675 W MAIN ST	311 Medical assist, assist
13-3000073-0	FIRE	02/11/2013	741 MEGHANN LN	611 Dispatched & cancelled
13-3000074-0	FIRE	02/11/2013	844 RED OAK CREEK RD	311 Medical assist, assist
13-3000075-1	EMS	02/13/2013	520 WESTMORELAND RD	UNRESPONSIVE PERSON
13-3000075-0	FIRE	02/13/2013	520 WESTMORELAND RD	321 EMS call, excluding
13-3000076-0	FIRE	02/14/2013	2885 OVILLA RD	331 Lock-in (if lock out ,
13-3000077-0	FIRE	02/15/2013	300 WARD RD	611 Dispatched & cancelled
13-3000078-1	EMS	02/15/2013	103 HOLLY LN	Sick Person
13-3000078-0	FIRE	02/15/2013	103 HOLLY LN	321 EMS call, excluding
13-3000079-0	FIRE	02/16/2013	500BK LOCUST DR /in area of	631 Authorized controlled
13-3000080-1	EMS	02/17/2013	206 SPLIT ROCK TERR	Possible broken L writst
13-3000080-0	FIRE	02/17/2013	206 SPLIT ROCK TERR	321 EMS call, excluding
13-3000081-0	FIRE	02/17/2013	744 S Cockrell Hill RD	631 Authorized controlled
13-3000082-0	FIRE	02/17/2013	2730 ONWARD RD	611 Dispatched & cancelled
13-3000083-0	FIRE	02/18/2013	132 SQUIRE PL	311 Medical assist, assist
13-3000084-0	FIRE	02/19/2013	124 LARIAT TRL	611 Dispatched & cancelled

Ovilla Fire Department

Fire and EMS Combined List by Incident Number

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Type	Date	Location	Description
13-3000085-0	FIRE	02/19/2013	118 SUBURBAN DR	311 Medical assist, assist
13-3000086-0	FIRE	02/19/2013	FAIRHAVEN & TURNBRIDGE DR	143 Grass fire
13-3000088-0	FIRE	02/19/2013	WESTMORELAND RD & LARIAT CIR	322 Motor vehicle accident
13-3000089-0	FIRE	02/20/2013	305 SHADOWWOOD TRL	311 Medical assist, assist
13-3000090-0	FIRE	02/20/2013	100 E RIDGEWAY DR /706	611 Dispatched & cancelled
13-3000091-0	FIRE	02/21/2013	Bob White LA & FM 664	444 Power line down
13-3000092-0	FIRE	02/21/2013	710 RANCLAND CIR	611 Dispatched & cancelled
13-3000093-0	FIRE	02/21/2013	301 WILLOW WOOD LN	554 Assist invalid
13-3000095-0	FIRE	02/22/2013	126 LOCUST CT	311 Medical assist, assist
13-3000096-0	FIRE	02/22/2013	5541 JOE WILSON RD	611 Dispatched & cancelled
13-3000097-1	EMS	02/22/2013	103 ELM WOOD	Injured Person
13-3000097-0	FIRE	02/22/2013	103 ELM WOOD	321 EMS call, excluding
13-3000098-1	EMS	02/22/2013	100 BENT TREE LN	Possible Stroke
13-3000098-0	FIRE	02/22/2013	100 BENT TREE LN	321 EMS call, excluding
13-3000099-0	FIRE	02/23/2013	519 WESTMORELAND RD	622 No Incident found on
13-3000100-1	EMS	02/23/2013	8620 GLENTURRET DR	INJURED PERSON
13-3000100-0	FIRE	02/23/2013	8620 GLENTURRET DR	321 EMS call, excluding
13-3000101-0	FIRE	02/24/2013	BEAR CREEK RD & CREEK VIEW	611 Dispatched & cancelled
13-3000102-0	FIRE	02/24/2013	1414 RIDGE DR	611 Dispatched & cancelled
13-3000103-0	FIRE	02/26/2013	1625 Willowbrook	111 Building fire
13-3000104-0	FIRE	02/26/2013	113 NOB HILL LN	611 Dispatched & cancelled
13-3000105-1	EMS	02/26/2013	118 SUBURBAN DR	SICK PERSON
13-3000105-0	FIRE	02/26/2013	118 SUBURBAN DR	321 EMS call, excluding
13-3000106-0	FIRE	02/27/2013	605 LITTLE CREEK TRL	320 Emergency medical
13-3000107-0	FIRE	02/28/2013	5330 BUFFALO ST	111 Building fire
13-3000108-0	FIRE	02/28/2013	5330 BUFFALO ST	111 Building fire

EMS Incident Cnt: 13

Total Incident Count 64

Fire Incident Cnt: 51

Ovilla Fire Department

Copy of Year-to-date Incident Participation

Activity Date Between {01/01/2013} And
{02/28/2013}

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
741 Bailey, Randall S.	1	3	0	0	0	0	0	0	0	0	0	0	4	3.77
751 Baker, Dalton	3	6	0	0	0	0	0	0	0	0	0	0	9	8.49
762 Barkham, James B	1	2	0	0	0	0	0	0	0	0	0	0	3	2.83
708 Brancato, Phillip M.	2	3	0	0	0	0	0	0	0	0	0	0	5	4.71
746 Cartwright, James M	13	11	0	0	0	0	0	0	0	0	0	0	24	22.64
715 Cates, Jason	3	8	0	0	0	0	0	0	0	0	0	0	11	10.37
749 Chapman, John Daniel	6	10	0	0	0	0	0	0	0	0	0	0	16	15.09
727 Coleman, Caleb H	8	3	0	0	0	0	0	0	0	0	0	0	11	10.37
747 Dennehy, Matt B	1	5	0	0	0	0	0	0	0	0	0	0	6	5.66
740 Espinosa, Anthony	1	4	0	0	0	0	0	0	0	0	0	0	5	4.71
729 Garza, Carlos	5	0	0	0	0	0	0	0	0	0	0	0	5	4.71
731 Godfrey, Jake W	4	8	0	0	0	0	0	0	0	0	0	0	12	11.32
750 Guffey, Nicholas Ray	9	9	0	0	0	0	0	0	0	0	0	0	18	16.98
713 Holt, William Neal	4	2	0	0	0	0	0	0	0	0	0	0	6	5.66
743 Hudson, Ryan A	5	4	0	0	0	0	0	0	0	0	0	0	9	8.49
721 Kennedy, Brandon Kobby	4	4	0	0	0	0	0	0	0	0	0	0	8	7.54
734 Lehmann, Matthew M	7	7	0	0	0	0	0	0	0	0	0	0	14	13.20
716_TL Leverentz, Thomas G	1	0	0	0	0	0	0	0	0	0	0	0	1	0.94
748 Lindsey, Kevin Ray	4	1	0	0	0	0	0	0	0	0	0	0	5	4.71
761 Lobban, Matthew R	4	1	0	0	0	0	0	0	0	0	0	0	5	4.71
730 Lucia, Kevin B	2	0	0	0	0	0	0	0	0	0	0	0	2	1.88
744 Maples, Patrick D	3	5	0	0	0	0	0	0	0	0	0	0	8	7.54
707 Martinez, Erick I	4	3	0	0	0	0	0	0	0	0	0	0	7	6.60
735 Moore, Chad D	6	2	0	0	0	0	0	0	0	0	0	0	8	7.54
728 Muirhead, Brad R	1	2	0	0	0	0	0	0	0	0	0	0	3	2.83
724 O'Brien, Steve G	4	1	0	0	0	0	0	0	0	0	0	0	5	4.71
719 Ray, Kevin	4	3	0	0	0	0	0	0	0	0	0	0	7	6.60
712 Rogers, Brandon Steve	9	7	0	0	0	0	0	0	0	0	0	0	16	15.09
733 Rudd, Justin E.	4	5	0	0	0	0	0	0	0	0	0	0	9	8.49
739 Sodek, Larry Ray	5	5	0	0	0	0	0	0	0	0	0	0	10	9.43
709 Spaulding, Scott L	7	8	0	0	0	0	0	0	0	0	0	0	15	14.15
722 Spencer, Everett H	27	16	0	0	0	0	0	0	0	0	0	0	43	40.56
710 Sullivan, Justin E	0	2	0	0	0	0	0	0	0	0	0	0	2	1.88
736 Terry, David	4	4	0	0	0	0	0	0	0	0	0	0	8	7.54
742 Turner, Cole A.	7	3	0	0	0	0	0	0	0	0	0	0	10	9.43
720 Wesson, Geoffrey S	3	0	0	0	0	0	0	0	0	0	0	0	3	2.83
760 Williams, Kyle S	3	5	0	0	0	0	0	0	0	0	0	0	8	7.54
717 Witherspoon, Jacki D	8	8	0	0	0	0	0	0	0	0	0	0	16	15.09
725 Wolf, Darrell G.	6	0	0	0	0	0	0	0	0	0	0	0	6	5.66

Total Runs by Month											
Jan	55	Feb	51	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	0	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 106

Ovilla Fire Department

First Unit Arrival Response Time Analysis (Std)

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "OVILA"

Response		Count	Percentage
Hrs	Mins		

	03	1	5.0 %
	04	7	35.0 %
	05	6	30.0 %
	06	4	20.0 %
	07	1	5.0 %
	09	1	5.0 %

Overall Average Response Time: 00:05:35

Ovilla Fire Department

Unit Response Time Analysis

Alarm Date Between {02/01/2013} And {02/28/2013}

Response		Count	Percentage
Hrs	Mins		
	< 01	2	3.8%
	01	2	3.8%
	02	9	17.3%
	03	10	19.2%
	04	6	11.5%
	05	5	9.6%
	06	7	13.4%
	07	1	1.9%
	08	2	3.8%
	09	1	1.9%
	10	1	1.9%
	12	1	1.9%
	19	1	1.9%
	20	1	1.9%
	21	1	1.9%
	22	1	1.9%
	26	1	1.9%

Overall Average Response Time: 00:06:17

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "OVILA"

OVILA City of Ovilla

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
13-3000063	02/04/2013	03:46:53	02/04/2013	03:56:10	1	B	00:09:17
13-3000072	02/11/2013	16:43:42	02/11/2013	16:47:25	1	A	00:03:43
13-3000085	02/19/2013	11:51:56	02/19/2013	11:56:50	1	C	00:04:54
13-3000089	02/20/2013	00:46:40	02/20/2013	00:54:06	1	C	00:07:26
Average Response Time for District/Incident Type							00:06:20
321 EMS call, excluding vehicle accident with injury							
13-3000062	02/03/2013	20:25:22	02/03/2013	20:30:22	1	B	00:05:00
13-3000065	02/06/2013	12:49:44	02/06/2013	12:54:33	1	B	00:04:49
13-3000068	02/09/2013	13:19:13	02/09/2013	13:24:22	1	B	00:05:09
13-3000069	02/09/2013	20:29:58	02/09/2013	20:34:52	1	B	00:04:54
13-3000075	02/13/2013	20:40:57	02/13/2013	20:46:59	1	C	00:06:02
13-3000078	02/15/2013	13:40:59	02/15/2013	13:47:40	1	B	00:06:41
13-3000080	02/17/2013	11:47:06	02/17/2013	11:53:35	1	A	00:06:29
13-3000097	02/22/2013	17:56:25	02/22/2013	18:01:41	1	C	00:05:16
13-3000098	02/22/2013	21:10:31	02/22/2013	21:15:21	1	C	00:04:50
13-3000105	02/26/2013	19:40:26	02/26/2013	19:44:58	1	A	00:04:32
Average Response Time for District/Incident Type							00:05:22
331 Lock-in (if lock out , use 511)							
13-3000076	02/14/2013	17:33:22	02/14/2013	17:39:09	1	A	00:05:47
Average Response Time for District/Incident Type							00:05:47
554 Assist invalid							
13-3000061	02/03/2013	13:39:00	02/03/2013	13:44:34	1	B	00:05:34
13-3000071	02/11/2013	08:40:08	02/11/2013	08:45:02	1	A	00:04:54
13-3000093	02/21/2013	18:54:00	02/21/2013	18:59:49	1	B	00:05:49
Average Response Time for District/Incident Type							00:05:26
622 No Incident found on arrival at dispatch address							
13-3000099	02/23/2013	05:39:47	02/23/2013	05:44:00	1	C	00:04:13
Average Response Time for District/Incident Type							00:04:13
631 Authorized controlled burning							
13-3000081	02/17/2013	13:01:03	02/17/2013	13:07:19	1	A	00:06:16
Average Response Time for District/Incident Type							00:06:16

Overall Average Response Time for District 00:05:35							

Total Incident Count: 20

Overall Average Response Time: 00:05:35

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "ESD2 "

ESD2 Midlothian ESD#2

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
111 Building fire							
13-3000107	02/28/2013	21:36:20	02/28/2013	22:03:00	1	C	00:26:40
13-3000108	02/28/2013	21:40:42	02/28/2013	23:10:18	1	C	01:29:36
Average Response Time for District/Incident Type							00:58:08
311 Medical assist, assist EMS crew							
13-3000056	02/01/2013	00:36:36	02/01/2013	00:48:36	1	B	00:12:00
13-3000064	02/05/2013	12:50:45	02/05/2013	12:58:59	1	A	00:08:14
Average Response Time for District/Incident Type							00:10:07
321 EMS call, excluding vehicle accident with injury							
13-3000057	02/02/2013	12:55:58	02/02/2013	13:02:30	1	A	00:06:32
13-3000059	02/02/2013	20:16:51	02/02/2013	20:24:29	1	A	00:07:38
13-3000100	02/23/2013	12:27:40	02/23/2013	12:33:46	1	A	00:06:06
Average Response Time for District/Incident Type							00:06:45
324 Motor Vehicle Accident with no injuries							
13-3000070	02/09/2013	21:24:20	02/09/2013	21:33:40	1	B	00:09:20
Average Response Time for District/Incident Type							00:09:20
444 Power line down							
13-3000091	02/21/2013	08:42:59	02/21/2013	08:51:00	1	B	00:08:01
Average Response Time for District/Incident Type							00:08:01
611 Dispatched & cancelled en route							
13-3000073	02/11/2013	16:53:00	02/11/2013	17:05:29	1	A	00:12:29
Average Response Time for District/Incident Type							00:12:29
631 Authorized controlled burning							
13-3000058	02/02/2013	18:59:49	02/02/2013	19:06:12	1	A	00:06:23
Average Response Time for District/Incident Type							00:06:23

Overall Average Response Time for District 00:17:33							

Total Incident Count: 11

Overall Average Response Time: 00:17:33

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "OAKLF"

OAKLF City of Oak Leaf - Ovilla Response Area

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
13-3000074	02/11/2013	23:24:35	02/11/2013	23:32:40	1	A	00:08:05
13-3000095	02/22/2013	01:29:06	02/22/2013	01:41:55	1	B	00:12:49
Average Response Time for District/Incident Type							00:10:27
320 Emergency medical service, other							
13-3000106	02/27/2013	09:27:19	02/27/2013	09:36:02	1	B	00:08:43
Average Response Time for District/Incident Type							00:08:43
322 Motor vehicle accident with injuries							
13-3000088	02/19/2013	21:31:19	02/19/2013	21:40:23	1	C	00:09:04
Average Response Time for District/Incident Type							00:09:04
631 Authorized controlled burning							
13-3000079	02/16/2013	13:09:01	02/16/2013	13:25:04	1	C	00:16:03
Average Response Time for District/Incident Type							00:16:03

Overall Average Response Time for District 00:10:57							

Total Incident Count: 5

Overall Average Response Time: 00:10:57

Ovilla Fire Department

OFD Year-to-date Incident Participation

Activity Date Between {02/01/2013} And
{02/28/2013} and Career = "2 "

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
741 Bailey, Randall S.	0	3	0	0	0	0	0	0	0	0	0	0	3	8.10
751 Baker, Dalton	0	6	0	0	0	0	0	0	0	0	0	0	6	16.21
749 Chapman, John Daniel	0	10	0	0	0	0	0	0	0	0	0	0	10	27.02
740 Espinosa, Anthony	0	4	0	0	0	0	0	0	0	0	0	0	4	10.81
750 Guffey, Nicholas Ray	0	9	0	0	0	0	0	0	0	0	0	0	9	24.32
713 Holt, William Neal	0	2	0	0	0	0	0	0	0	0	0	0	2	5.40
707 Martinez, Erick I	0	3	0	0	0	0	0	0	0	0	0	0	3	8.10
724 O'Brien, Steve G	0	1	0	0	0	0	0	0	0	0	0	0	1	2.70
722 Spencer, Everett H	0	16	0	0	0	0	0	0	0	0	0	0	16	43.24
717 Witherspoon, Jacki D	0	8	0	0	0	0	0	0	0	0	0	0	8	21.62

Total Runs by Month											
Jan	0	Feb	37	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	0	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 37

Ovilla Fire Department

Overlapping Incidents

Alarm Date Between {02/01/2013} And {02/28/2013}

					Overlaps (at least)			
Incident-Exp#	Alm Date	Alm Time	Clr Date	Clr Time	Incident-Exp#	Alm Date	Alm Time	
13-3000073-000	02/11/2013	16:53:00	02/11/2013	17:08:58	13-3000072-000	02/11/2013	16:43:42	
13-3000108-000	02/28/2013	21:40:42	02/28/2013	01:59:32	13-3000107-000	02/28/2013	21:36:20	
Total Incident Count		51				Total Overlapping Incidents		2

Ovilla Fire Department

Inspections by Inspector

Date Completed Between {02/01/2013} And
{02/28/2013}

Date	Time	Inspection Type/Occupancy	Hours
748 Lindsey, Kevin Ray			
02/14/2013	11:24	200 INSPECTION - General OVILLARD_3321 Ovilla Market 3321 Ovilla RD	1.24
02/19/2013	11:41	290 INSPECTION - Other FOST_003 Garling Foster Home 606 Cardinal DR	0.85
Total for Staff:		2	Total Hours: 2.09
Grand Total Activities:		2	Grand Totals: 2.09

Ovilla Fire Department

Type of Alarm Report

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "OVILA"

Incident	Date	Time	Property Use	Incident Type
AL Automatic Alarm (Fire/Medical)				
13-3000084	02/19/2013	08:46:09	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000085	02/19/2013	11:51:56	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000089	02/20/2013	00:46:40	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000104	02/26/2013	10:55:00	419 1 or 2 family	611 Dispatched & cancelled en route
SubTotal Count 4				Percent of All: 18.1%

EM Emergency Medical Service				
13-3000062	02/03/2013	20:25:22	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000063	02/04/2013	03:46:53	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000065	02/06/2013	12:49:44	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000068	02/09/2013	13:19:13	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000069	02/09/2013	20:29:58	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000071	02/11/2013	08:40:08	419 1 or 2 family	554 Assist invalid
13-3000072	02/11/2013	16:43:42	342 Doctor, dentist or	311 Medical assist, assist EMS crew
13-3000075	02/13/2013	20:40:57	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000078	02/15/2013	13:40:59	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000080	02/17/2013	11:47:06	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000097	02/22/2013	17:56:25	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000098	02/22/2013	21:10:31	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000105	02/26/2013	19:40:26	419 1 or 2 family	321 EMS call, excluding vehicle
SubTotal Count 13				Percent of All: 59.0%

IV Investigation of Smoke/Odor				
13-3000099	02/23/2013	05:39:47	644 Gas distribution,	622 No Incident found on arrival at
SubTotal Count 1				Percent of All: 4.5%

OT Other Fire/Incident				
13-3000081	02/17/2013	13:01:03	931 Open land or field	631 Authorized controlled burning
SubTotal Count 1				Percent of All: 4.5%

PS Public Service Assist				
13-3000061	02/03/2013	13:39:00	419 1 or 2 family	554 Assist invalid
13-3000093	02/21/2013	18:54:00	419 1 or 2 family	554 Assist invalid

Ovilla Fire Department

Type of Alarm Report

Alarm Date Between {02/01/2013} And {02/28/2013}
and District = "OVILA"

Incident	Date	Time	Property Use	Incident Type
PS Public Service Assist				
SubTotal Count 2				Percent of All: 9.0%

SR Search/Rescue/Recovery				
13-3000076	02/14/2013	17:33:22	965 Vehicle parking	331 Lock-in (if lock out , use 511)
SubTotal Count 1				Percent of All: 4.5%

Total Count 22

Ovilla Fire Department

Type of Alarm Report

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Date	Time	Property Use	Incident Type
AL Automatic Alarm (Fire/Medical)				
13-3000084	02/19/2013	08:46:09	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000085	02/19/2013	11:51:56	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000089	02/20/2013	00:46:40	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000096	02/22/2013	17:00:33	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000104	02/26/2013	10:55:00	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000106	02/27/2013	09:27:19	419 1 or 2 family	320 Emergency medical service, other
13-3000107	02/28/2013	21:36:20	419 1 or 2 family	111 Building fire
SubTotal Count 7				Percent of All: 13.7%

BF Brush/Grass Fire

13-3000086	02/19/2013	14:22:00	931 Open land or field	143 Grass fire
SubTotal Count 1				Percent of All: 1.9%

EM Emergency Medical Service

13-3000056	02/01/2013	00:36:36	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000057	02/02/2013	12:55:58	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000059	02/02/2013	20:16:51	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000062	02/03/2013	20:25:22	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000063	02/04/2013	03:46:53	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000064	02/05/2013	12:50:45	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000065	02/06/2013	12:49:44	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000068	02/09/2013	13:19:13	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000069	02/09/2013	20:29:58	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000071	02/11/2013	08:40:08	419 1 or 2 family	554 Assist invalid
13-3000072	02/11/2013	16:43:42	342 Doctor, dentist or	311 Medical assist, assist EMS crew
13-3000073	02/11/2013	16:53:00	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000074	02/11/2013	23:24:35	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000075	02/13/2013	20:40:57	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000078	02/15/2013	13:40:59	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000080	02/17/2013	11:47:06	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000083	02/18/2013	21:34:01	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000092	02/21/2013	15:21:13	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000095	02/22/2013	01:29:06	419 1 or 2 family	311 Medical assist, assist EMS crew
13-3000097	02/22/2013	17:56:25	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000098	02/22/2013	21:10:31	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000100	02/23/2013	12:27:40	419 1 or 2 family	321 EMS call, excluding vehicle
13-3000105	02/26/2013	19:40:26	419 1 or 2 family	321 EMS call, excluding vehicle

Ovilla Fire Department

Type of Alarm Report

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Date	Time	Property Use	Incident Type
EM Emergency Medical Service				
SubTotal Count 23				Percent of All: 45.0%
IV Investigation of Smoke/Odor				
13-3000099	02/23/2013	05:39:47	644 Gas distribution,	622 No Incident found on arrival at
SubTotal Count 1				Percent of All: 1.9%
MV MVC				
13-3000070	02/09/2013	21:24:20	960 Street, Other	324 Motor Vehicle Accident with no
13-3000088	02/19/2013	21:31:19	962 Residential	322 Motor vehicle accident with
13-3000101	02/24/2013	17:31:06	960 Street, Other	611 Dispatched & cancelled en route
SubTotal Count 3				Percent of All: 5.8%
OT Other Fire/Incident				
13-3000058	02/02/2013	18:59:49	931 Open land or field	631 Authorized controlled burning
13-3000079	02/16/2013	13:09:01	931 Open land or field	631 Authorized controlled burning
13-3000081	02/17/2013	13:01:03	931 Open land or field	631 Authorized controlled burning
SubTotal Count 3				Percent of All: 5.8%
PL Power Line Down				
13-3000091	02/21/2013	08:42:59	960 Street, Other	444 Power line down
SubTotal Count 1				Percent of All: 1.9%
PS Public Service Assist				
13-3000061	02/03/2013	13:39:00	419 1 or 2 family	554 Assist invalid
13-3000093	02/21/2013	18:54:00	419 1 or 2 family	554 Assist invalid
SubTotal Count 2				Percent of All: 3.9%
RE Air-Light-Rehab				
13-3000060	02/03/2013	08:15:00	419 1 or 2 family	111 Building fire
13-3000067	02/07/2013	20:07:32	419 1 or 2 family	111 Building fire
13-3000103	02/26/2013	03:46:15	419 1 or 2 family	111 Building fire
13-3000108	02/28/2013	21:40:42	419 1 or 2 family	111 Building fire

Ovilla Fire Department

Type of Alarm Report

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Date	Time	Property Use	Incident Type
RE Air-Light-Rehab				
SubTotal Count 4				Percent of All: 7.8%

SF Structure Fire

13-3000066	02/06/2013	14:43:00	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000077	02/15/2013	01:59:21	700 Manufacturing,	611 Dispatched & cancelled en route
13-3000082	02/17/2013	21:04:00	419 1 or 2 family	611 Dispatched & cancelled en route
13-3000090	02/20/2013	19:54:00	429 Multifamily	611 Dispatched & cancelled en route
13-3000102	02/24/2013	22:16:31	419 1 or 2 family	611 Dispatched & cancelled en route
SubTotal Count 5				Percent of All: 9.8%

SR Search/Rescue/Recovery

13-3000076	02/14/2013	17:33:22	965 Vehicle parking	331 Lock-in (if lock out , use 511)
SubTotal Count 1				Percent of All: 1.9%

Total Count 51

Ovilla Fire Department

Aid Responses by Department

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
EASTTXEMS East Texas EMS							
13-3000083	02/18/2013	4 Automatic aid given	#Personnel	0	2	0	0
		Response Time: 00:10:29	#Appartus	0	1	0	0
13-3000106	02/27/2013	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:08:43	#Appartus	0	0	0	0

Subtotal Responses: 2 Average Response Time for Dept: 00:09:36

GLENNHFD Glenn Heights Fire Department

13-3000086	02/19/2013	3 Mutual aid given	#Personnel	0	0	0	0
		Response Time: 00:06:41	#Appartus	0	0	0	0

Subtotal Responses: 1 Average Response Time for Dept: 00:06:41

LANCASTER Lancaster Fire Department

13-3000067	02/07/2013	3 Mutual aid given	#Personnel	0	0	0	0
		Response Time: 00:28:07	#Appartus	0	0	0	0
13-3000103	02/26/2013	3 Mutual aid given	#Personnel	0	0	0	0
		Response Time: 00:21:57	#Appartus	0	0	0	0

Subtotal Responses: 2 Average Response Time for Dept: 00:25:02

MIDLOTHIAN Midlothian Fire Department

13-3000056	02/01/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:12:00	#Appartus	0	0	0	0
13-3000057	02/02/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:06:32	#Appartus	0	0	0	0
13-3000058	02/02/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:06:23	#Appartus	0	0	0	0
13-3000059	02/02/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:07:38	#Appartus	0	0	0	0
13-3000062	02/03/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:05:00	#Appartus	0	1	0	0
13-3000063	02/04/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:09:17	#Appartus	0	1	0	0
13-3000064	02/05/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:08:14	#Appartus	0	0	0	0

Response time calculated from time notified to arrival.

Ovilla Fire Department

Aid Responses by Department

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
MIDLOTHIAN Midlothian Fire Department							
13-3000065	02/06/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:04:49	#Appartus	0	1	0	0
13-3000068	02/09/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:05:09	#Appartus	0	1	0	0
13-3000069	02/09/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:04:54	#Appartus	0	1	0	0
13-3000071	02/11/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:04:54	#Appartus	0	1	0	0
13-3000072	02/11/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:03:43	#Appartus	0	1	0	0
13-3000075	02/13/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:06:02	#Appartus	0	1	0	0
13-3000078	02/15/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:06:41	#Appartus	0	1	0	0
13-3000080	02/17/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:06:29	#Appartus	0	1	0	0
13-3000085	02/19/2013	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:04:54	#Appartus	0	0	0	0
13-3000089	02/20/2013	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:07:26	#Appartus	0	0	0	0
13-3000091	02/21/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:08:01	#Appartus	0	0	0	0
13-3000097	02/22/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:05:16	#Appartus	0	1	0	0
13-3000098	02/22/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:04:50	#Appartus	0	1	0	0
13-3000100	02/23/2013	4 Automatic aid given	#Personnel	0	2	0	0
		Response Time: 00:06:06	#Appartus	0	1	0	0
13-3000105	02/26/2013	2 Automatic aid received	#Personnel	0	2	0	0
		Response Time: 00:04:32	#Appartus	0	1	0	0
13-3000107	02/28/2013	4 Automatic aid given	#Personnel	3	0	0	0
		Response Time: 00:26:40	#Appartus	1	0	0	0
13-3000108	02/28/2013	4 Automatic aid given	#Personnel	0	0	0	2
		Response Time: 01:29:36	#Appartus	0	0	0	1

Subtotal Responses: 24

Average Response Time for Dept: 00:10:38

Response time calculated from time notified to arrival.

Ovilla Fire Department

Aid Responses by Department

Alarm Date Between {02/01/2013} And {02/28/2013}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
OAKLEAF City of Oak Leaf							
13-3000074	02/11/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:08:05	#Appartus	0	0	0	0
13-3000079	02/16/2013	4 Automatic aid given	#Personnel	0	0	0	0
		Response Time: 00:16:03	#Appartus	0	0	0	0
13-3000088	02/19/2013	4 Automatic aid given	#Personnel	0	2	0	0
		Response Time: 00:09:04	#Appartus	0	1	0	0
13-3000095	02/22/2013	4 Automatic aid given	#Personnel	0	2	0	0
		Response Time: 00:12:49	#Appartus	0	1	0	0

Subtotal Responses: 4

Average Response Time for Dept: 00:11:30

OTHER ALL OTHER MUTUAL AID

13-3000060	02/03/2013	3 Mutual aid given	#Personnel	0	0	0	0
		Response Time: 00:29:52	#Appartus	0	0	0	0

Subtotal Responses: 1

Average Response Time for Dept: 00:29:52

Response time calculated from time notified to arrival.

Ovilla Fire Department

OFD Fuel Usage Report

Date Between {02/01/2013} And {02/28/2013}

Date	Fuel Type	Gallons	Cost	Unit
FA Fuel Apparatus				
Diesel				
02/01/2013	Diesel	15.388	\$60.00	E701
	725 Wolf, Darrell G.			
	720 Wesson, Geoffrey S			
	744 Maples, Patrick D			
02/03/2013	Diesel	7.215	\$28.13	755
	717 Witherspoon, Jacki D			
02/07/2013	Diesel	12.990	\$3.89	E701
	720 Wesson, Geoffrey S			
02/07/2013	Diesel	9.500	\$3.89	755
	749 Chapman, John Daniel			
	750 Guffey, Nicholas Ray			
	740 Espinosa, Anthony			
02/16/2013	Diesel	3.750	\$15.00	B701
	709 Spaulding, Scott L			
	747 Dennehy, Matt B			
02/16/2013	Diesel	15.270	\$61.09	E701
	747 Dennehy, Matt B			
02/22/2013	Diesel	17.770	\$72.85	E701
	749 Chapman, John Daniel			
	733 Rudd, Justin E.			
	739 Sodek, Larry Ray			
	747 Dennehy, Matt B			
02/26/2013	Diesel	17.810	\$73.00	E702
	721 Kennedy, Brandon Kobby			
02/27/2013	Diesel	16.956	\$69.50	E701
	735 Moore, Chad D			
	715 Cates, Jason			
	746 Cartwright, James M			
Diesel Totals:		116.649 Gal	\$387.35	
Gasoline				
02/19/2013	Gasoline	22.715	\$84.02	C701
	708 Brancato, Phillip M.			
02/22/2013	Gasoline	19.280	\$71.32	S701
	733 Rudd, Justin E.			

Ovilla Fire Department

OFD Fuel Usage Report

Date Between {02/01/2013} And {02/28/2013}

Date	Fuel Type	Gallons	Cost	Unit
FA	Fuel Apparatus			
	739 Sodek, Larry Ray			
	747 Dennehy, Matt B			
	Gasoline Totals:	41.995 Gal	\$155.34	



DATE: March 5, 2013

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for February

- Patched potholes – Shiloh Road
- Cleaned Storm drain inlets in Ashburn Glen
- Sewer Lift Station Repairs- pulled pump 1 at Heritage lift station, removed pumps 1 and 2 from Highland Meadows lift station for repair, pulled pump from Cumberland
- Heritage Park Lift station – Replaced Pump #2
- Walk through 12-inch waterline project with engineer
- Read Water meters, Service Disconnects and Reconnects
- Repaired yards from water main repairs at 300 blk Shadow wood, 709 Hosford, 106 Elmwood, 101 Brook wood Ct, 102 Robin Glen, and 617 Buckboard
- Repaired valve stacks Georgetown and Buckboard
- Update marquee as needed
- Daily water maintenance residual and pressure tests
- Heritage Park, Silver Spur Park and Baseball fields and park - tree and grass maintenance

- Repair roof on concession stand at ball fields
- Drainage work Westmoreland Road
- Put out and remove Service League dinner signs
- Removed tree from Cockrell hill
- Daily inspections of Ovilla Parc construction
- Trim trees in right-of-way on Hosford Lane
- Prepare baseball field and parking for tournament
- Install new cushion under playground equipment
- Trim all trees on East Main for road rebuild

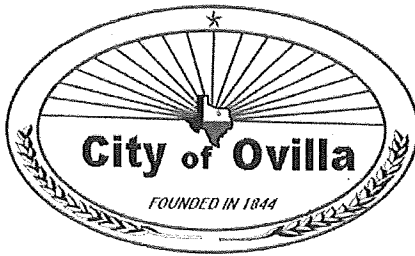
❖ Jimmy Bryan -

- Serviced PD Units 102 & 100
- Repaired Tractor
- Tags and inspection for chevy 1500
- Daily Rounds

**Flushed Hydrants

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

**Water plants at City Hall and park



Jessica Foresman
Court Clerk

DATE: March 11, 2013
TO: Honorable Mayor Leverentz and City Council Members
FROM: Jessica Foresman, Court Clerk
SUBJECT: Monthly Staff Report

43 traffic, 4 penal code related cases were filed for the month of February.

Court Collection for the month of February was \$8,965.30

\$5,365.32 is kept by the City FYTD \$20,233.29
\$3,590.98 is remitted to State FYTD \$13,562.11

February 2013

Code Enforcement Report

Complaints- 69

Follow ups – 76

Door Notices - 18

Mail Notices - 9

Posted Property – 0

Court – 1, Not Guilty - Trial by Judge

Citizen contacts - 84

Permits reviewed – 7, Permits issued - 6

Inspections – 8

Nuisance Abated By City- Junk vehicle/High Grass/Brush – 0

Nuisance- Signs – 13 (11 Business, 2 Garage sale)

Nuisance – Illegal Dumping on Ovilla Road -Trash

Garage Sale Permits – 1 at \$5

Board Of Adjustment – 3 Variance requests, 1 withdrawal, 2 Variance Approvals:

Front Facing Doors for an Accessory Building and Variance to Building Line

February 2013

Animal Control Report

Complaints- 59

Follow ups – 69

Door Notices – 12

Impounded Animals – 7

Impound Animal Results – 6, Return to Owner - 1

Impound Fees Collected - \$70

Court – 0

Citizen contacts - 64

Animal Registration Tags Issued – 37 Total \$444.00

Registration Reminder Mailed- 26

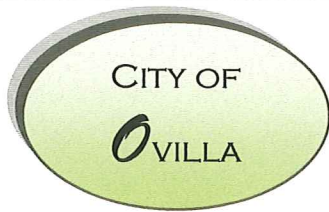
Nuisance Letters Mailed-

Animals Released -6 (2 Skunks, 4 opossums)

Deceased/Removed - 19

Oak Leaf -1 Trap, 3 Dogs, 1 Deceased Dog

Traps Checked Out – 1



Ovilla City Council

CONSENT REPORT

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Attachments:

- ◆ Financial transactions
- ◆ Minutes of the February 11, 2013 Regular Council Meeting

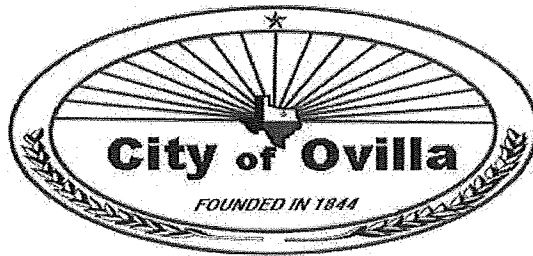
Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES THE CONSENT ITEMS AS PRESENTED."



DATE: 03-11-13

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

SUBJECT: Expenditures in February 2013 over
\$5,000

City of Ovilla Expenditures in February 2013 Over \$5,000

General Fund					
Date	Check#	Payee	Description	Amount	
2/21/2013	41054	Blue Cross/Blue Shield	Health Insurance	\$5,758.24	
2/12/2013	41026	Citibank	Charge Transactions	\$7,062.39	
2/14/2013	ACH	Quick Books Payroll Service	Payroll	\$34,272.88	
2/28/2013	ACH	Quick Books Payroll Service	Payroll	\$33,734.02	
2/14/2013	41047	T.M.R.S.	Retirement	\$8,457.74	
2/1/2013	ACH	US Treasury	Payroll Taxes	\$6,823.06	
2/15/2013	ACH	US Treasury	Payroll Taxes	\$7,186.46	
Total General Fund Transactions Paid in February 2013 \$5,000 and Over				\$103,294.79	
Water & Sewer Fund					
Date	Check#	Payee	Description	Amount	
2/1/2013	15052	Circle H Contractors, LP	Removal of old Vault & Replace with new Valve Vault	\$9,250.00	
2/12/2013	15059	City of Dallas	Water Purchase	\$17,367.52	
2/27/2013	15082	City of Ovilla General Fund	Garbage Transfer for February	\$15,684.13	
Total Water & Sewer Fund Transactions Paid in February 2013 \$5,000 and Over				\$42,301.65	

PL1 Hall made the motion that Council approves the consent items as presented, seconded by PL4 Hunt. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

PUBLIC HEARING

Public Hearing & Discussion – Discuss and consider the proposed changes to the Comprehensive Zoning Ordinance:

Case No. PZ13-001: A request by The City of Ovilla, to amend Chapter 14, Section 53.1, of the Ovilla Comprehensive Zoning Ordinance No. 2010-013, by providing a revised definition of “Auto Sales, New and Used”, with the approval and recommendation of Ordinance 2013-005 to the Ovilla City Council.

Mayor Leverentz read Case PZ13-001 aloud and opened the public hearing at 7:29 p.m. The Mayor asked that those speaking in support of the proposed revision come forward: There was no one to speak.

The Mayor asked that those speaking against the proposed revision come forward: There was no one to speak.

Mayor Leverentz closed the public hearing at 7:31 p.m.

REGULAR AGENDA

ITEM 1. *DISCUSSION/ACTION* – **Case No. PZ13-001:** Consider a recommendation from the Planning and Zoning Commission to amend Chapter 14, Section 53.1, of the Ovilla Comprehensive Zoning Ordinance No. 2010-013, by providing a revised definition of “Auto Sales, New and Used”, with the approval and recommendation of Ordinance 2013-005 to the Ovilla City Council.

PL1 Hall made the motion that Council approve the proposed Ordinance 2013-005, Amending Chapter 14, Section 53.1, “Auto Sales, New and used” definition in Case PZ13-001 as presented; seconded by PL2 Stevenson. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

ITEM 2. *DISCUSSION/ACTION* – Consider proposed Ordinance 2013-003, repealing Chapter 4, Article 4.02, Section 4.02.001(C), amending Chapter 4, Article 4.02, Sections 4.02.001(A) and (B) of the Ovilla Code of Ordinances by the addition of Article 4.10 Providing Mobile Food Vending Regulations.

During review of Chapter 4, it was discovered that mobile food vendors needed to be defined. Legal Counsel drafted a proposed ordinance designed to ensure that mobile food vendors are sufficiently regulated. Council discussed the ordinance during the January 28 meeting, made revisions and asked staff to return it to Council for consideration.

Mayor Pro-Tem Dormier made the motion that Council approves and adopts Ordinance 2013-003, Amending Chapter 4 of the Ovilla Code of Ordinances by the addition of Article 4.10, Providing Mobile Food Vending Regulation as presented; seconded by PL4 Hunt. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

ITEM 3. DISCUSSION/ACTION – Consider a proposed contract extension with Community Waste Disposal (CWD) with the option to include a household hazardous waste disposal day as a modification to the contract.

Mayor Leverentz acknowledged Mr. Dick Dgmien. Mr. Dgmien identified himself as a representative from Progressive Waste Systems (formerly IESI) and asked that Council consider going out for bid (to allow his company to submit a proposal) before making the optional decision to remain with CWD.

Mayor ProTem Dormier advised that he met with CWD representative Robert Medigovich at the city offices as Mr. Medigovich wanted to share information about household hazardous waste pickups and thought that he would add that option in conjunction with the optional annual extension. However, Mr. Medigovich presented a 3 and/or 5 year extended contract. Mr. Medigovich advised that his crews were trained by TCEQ for hazardous waste pickup. The rates are guaranteed for 12 months. PL1 Hall voiced concern of contracting with CWD for such a long term, not to mention his interpretation of the LGC 252.002. Council had the responsibility as stewards of taxpayers' dollars, therefore, competitive bidding should be done. PL4 Hunt concurred with PL1 Hall that competitive bidding is good, although CWD has collaborated well with Ovilla. PL2 Stevenson concurred.

PL1 Hall made a motion that Council take no action and direct staff to prepare for competitive bid. Mayor ProTem questioned if the motion was appropriate based that the agenda item does not reference RFP. PL2 Stevenson made the motion that Council denies the proposed contract extension with CWD as presented. There was no second.

Again, Mayor ProTem asked that Council clarify the motion and the intent as the agenda was strictly referenced to an extension (3 or 5 years) with the option to include household hazardous waste disposal day(s). Additionally, the city still had 2, 1-year extensions on the current contract. Did Council wish to go out for bid as the end of the contract neared? The actual item is whether to accept the contract extension to include a household hazardous waste disposal day.

Mayor ProTem Dormier made the motion that Council takes **no action**; seconded by PL1 Hall. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

ITEM 4. DISCUSSION/ACTION – Consider proposed Ordinance 2013-006 granting ONCOR Electric to use the present and future streets, alleys, highways, public utility easements for public ways and public property of the City of Ovilla and providing compensation thereof.

Legal counsel reviewed the franchise ordinance and approved to form, however, Council voiced concern that the contractual obligation was termed 20-years. PL4 Hunt offered to contact ONCOR

representative Kenneth Govan and schedule an appointment at an upcoming Council meeting for better explanation. Additionally, check with other cities regarding the length of their contracts.

No Action.

ITEM 5. DISCUSSION/ACTION – Review and consider approval of the Capital Improvement Projects Committee (CIP) list of recommended roads to be repaired in the FY2012-2013 program of work.

The CIP Committee met in December and updated the list of roads for repairs. Council suggested a revision to the CIP road repair list:

1. For 2013 – add Slippery Elm

PL4 Hunt made the motion Council approves the CIP list of recommended road repairs with the noted addition; seconded by PL2 Stevenson. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

ITEM 6. DISCUSSION/ACTION – Council will consider proposals, authorize the expenditure of funds, and select a contractor to renovate the front lobby of city hall.

PL1 Hall made a motion that Council approves the renovation of the front lobby offices, authorizing the expenditure of funds and selects Handy Jack (Alan Jackson) as the contractor; seconded by Mayor ProTem Dormier. *Mayor Leverentz asked for a record vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 4-0.

ITEM 7. DISCUSSION/ACTION – Deliberate the appointment employment and/or duties of the interim City Administrator and/or permanent City Administrator.

NO DISCUSSION.NO ACTION.

EXECUTIVE SESSION

Mayor Leverentz announced that Council would convene into Executive Session at 8:16 p.m., to deliberate the following item:

- ◆ Closed session pursuant to Texas Local Government Code section 551.074

ITEM 7. DISCUSSION/ACTION – Deliberate the appointment employment and/or duties of the interim City Administrator and/or permanent City Administrator.

Mayor Leverentz and Council reconvened into Open Session at 8:50 p.m.

No action taken on Item 7.

ADJOURNMENT

There being no further business, Mayor Leverentz adjourned the meeting at 8:55 p.m.

ATTEST:

Tom Leverentz, Mayor

Pamela Woodall, City Secretary

Approved March 11, 2013

*** Certified Executive Agenda sealed and filed separately.*



AGENDA ITEM REPORT

Item(s): **1** (City Secretary use only)

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Administrative Staff

Amount: \$ _____

Attachments:

1. Four resumes

Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Deliberate the appointment employment, and/or duties of the interim City Administrator and/or permanent City Administrator.

Discussion / Justification:

Council will review applicants' resumes.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES / DIRECTS STAFF

_____."



AGENDA ITEM REPORT

Item(s): 2 (City Secretary use only)

Meeting Date: March 11, 2011

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Council Request

Amount: \$ _____

Attachments:

1. Proposed Agreement with Texas First Group

Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consider entering into a contract with Texas First Group to provide interim city administrator services.

Discussion / Justification:

Several council members have suggested it may be desirable to hire an interim city administrator while searching for the permanent city administrator. Texas First Group has provided such services to several municipalities in the State of Texas.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH TEXAS FIRST GROUP TO PROVIDE INTERIM CITY ADMINISTRATOR SERVICES."

AGREEMENT FOR INTERIM CITY MANAGER

State of Texas

Counties of Ellis & Dallas

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of Ovilla, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc., (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim City Manager of the City. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in City Ordinances, City Policy, State law, and as further delegated by the City Council. The parties anticipate that Jackie Lee shall initially handle the Interim City Manager responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group, Jackie Lee, and any other individual assigned by Texas First Group to provide services under this agreement may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the City Council and that the City Council may terminate this agreement at their discretion at any time, with or without cause. The hours of the work week for the Interim City Manager shall be determined by the City Council.

Texas First Group may assign personnel other than Jackie Lee to act as Interim City Manager only with the prior express consent of the City.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$ 51.00 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim City Manager in connection with providing services performed for the City at City's request; 3) Pay automobile mileage (at the current IRS rate) for daily commuting to/from Ovilla and her home in Desoto, as well as for the use of her car for City business. If an individual other than Jackie Lee is assigned to act as Interim City Manager, as provided above, any similar reimbursement will be as agreed by the parties.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

In the event that the City permanently hires the person placed by Texas First Group to perform the services pursuant to this agreement for the position described in this agreement or within sixty (60) days of the termination of the agreement, the City agrees to pay an additional consulting fee to Texas First Group in an amount equal to ten percent (10%) of the annualized salary of the full time position being filled by the person performing interim services pursuant to this agreement.

The parties agree that the person named above to handle the Interim City Manager duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Jackie Lee, and/or Texas First Group, and its owners, Kerry Sweatt and Don Davis, and/or any other individual serving as the Interim City Manager under this agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to this agreement to the extent such liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Kerry Sweatt and Don Davis. Nothing in this paragraph shall be construed as to waive governmental immunity or any defenses under Texas law.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim City Manager while in the scope of performing services under this agreement.

Notices to the parties shall be directed as follows:

To the City: Thomas Leverentz, Mayor
 105 Crockrell Hill Rd.
 Ovilla, TX 75154-1492

To Texas First Group: Don Davis, Partner
 Texas First Group
 786 Shin Oak Way
 Kerrville, TX 78028

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the District Court of Ellis County, Texas, and of the United States District Court for the Northern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the _____ day of _____, 2013.

Thomas Leverentz, Mayor
City of Ovilla, Texas

Don Davis, Partner
Texas First Group

Attest: _____
Pamela Woodall, City Secretary
City of Ovilla, Texas



AGENDA ITEM REPORT

Item(s): **3** (City Secretary use only)

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

1. Proposed Ordinance
2. Franchise payments the past 5 years

Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consider proposed Ordinance 2013-006 granting ONCOR Electric to use the present and future streets, alleys, highways, public utility easements for public ways and public property of the City of Ovilla and providing compensation thereof. ONCOR representative Mr. Kenneth Govan will be present.

Discussion / Justification:

Legal counsel reviewed the franchise ordinance and approved to form. Council voiced concerns regarding the duration of this agreement (20-years) with ONCOR and asked ONCOR representative Mr. Kenneth Govan to provide clarity.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

“I MAKE A MOTION THAT COUNCIL APPROVES/DOES NOT APPROVE AND ADOPTS/DENIES THE PROPOSED ORDINANCE 2013-006 GRANTING AUTHORITY TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, AN ELECTRIC POWER FRANCHISE AS PRESENTED.”



Ron McCune
Franchise Manager
Regulatory Affairs

Oncor Electric Delivery
1616 Woodall Rodgers Fwy
Suite 6A-011
Dallas, Texas 75202-1234

Tel: 214-486-5678
Fax: 214-486-2180

Ronald.mccune@oncor.com

January 24, 2013

Hon. Tom Leverentz
Mayor
City of Ovilla
105 Cockrell Hill, Rd. #2
Ovilla, TX 75154

Dear Mayor Leverentz:

As you are aware, the City of Ovilla electric franchise with Oncor Electric Delivery will expire on July 1, 2013. Enclosed is a proposed electric franchise renewal ordinance for the City of Ovilla. The proposed franchise has been prepared utilizing our standard franchise language and incorporates existing payment provisions as contained in the current franchise and franchise amendments. In addition, the franchise proposes a term of 20 years, and expires on June 30, 2034.

I will be contacting you within the next few weeks to determine how you would like to proceed to finalize the franchise. If you have any questions or comments concerning the proposed franchise, please feel free to call me at 214-486-5678 or you may also reach me via e-mail at ronald.mccune@oncor.com

Sincerely,

Ron McCune

Enclosure

cc: Kenneth Govan

ORDINANCE NO. 2013-006

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF OVILLA, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property (Public Rights-of-Way) of the City of Ovilla, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for its own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of the Texas Public Utility Regulatory Act (PURA), which statutory

provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by city ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees (the "Indemnitees") harmless against any and all liability arising from suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company or any of its officers, agents, or employees, intentional and/or negligent acts or omissions in connection with Company's construction, maintenance and operation of Company's System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in Section 4(B) and 4(C).

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and

franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (a) On an annual basis, a charge, as authorized by Section 33.008(b) of PURA, equal to a franchise fee factor of 0.003038 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. Company has agreed to increase the franchise fee factor to 0.003190 (the "Increased Factor"); however, should the PUC at any time in the future disallow Company's recovery through rates of the higher franchise payments made under the Increased Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003038 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.
 - 1. The annual payment will be due and payable on or before July 1 of each year throughout the life of this franchise. The payment will be based on each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period ended April 30 (May 1 through April 30). The payment will be for the rights and privileges granted hereunder for the twelve calendar month period (July 1 through June 30) following the payment date.
 - 2. The first payment hereunder shall be due and payable on or before July 1, 2014

and will cover the basis period of May 1, 2013 through April 30, 2014 for the privilege period of July 1, 2014 through June 30, 2014. The final payment under this franchise is due on or before July 1, 2033 and covers the basis period of May 1, 2032 through April 30, 2033 for the privilege period of July 1, 2033 through June 30, 2034; and

- (b) a sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in its Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 6(b), received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2014 and will be based on the calendar year January 1 through December 31, 2013. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2035 and will be based on the calendar months of January 1 through June 30, 2034.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such

appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on June 30, 2034; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 8. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 9. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 10. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Ovilla, Texas, on this the ____ day of _____, 2013.

Mayor
The City of Ovilla

ATTEST:

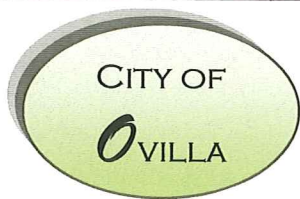
City Secretary

STATE OF TEXAS §
COUNTY OF DALLAS & ELLIS §
CITY OF OVILLA §

4000100 · Taxes
4000130 · Franchise Tax

City of Ovilla General Fund
Oncor TXU Franchise Payment History

Type	Date	Num	Name	Memo	Split	Amount
Deposit	06/28/2006			txu	1012500 · General Fund 2109437 - operatin	97,111.82
Deposit	05/29/2007			TXU ESD Addendum	1012500 · General Fund 2109437 - operatin	97,111.82
Deposit	06/29/2007			txu	1012500 · General Fund 2109437 - operatin	368.12
Deposit	06/30/2008			TXU Electric -	1012500 · General Fund 2109437 - operatin	96,549.97
Deposit	04/29/2009		Texas Utilities	Oncor Elec. Delivery Franchise Fee	1012500 · General Fund 2109437 - operatin	96,918.09
Deposit	06/30/2009			TXU Franchise Tax Deposit	1012500 · General Fund 2109437 - operatin	89,985.53
Deposit	04/29/2010	ach	Oncor Electric Delivery Company LLC	Oncor Franchise Tax Jan.1 2009 to 12-31 -09	1012500 · General Fund 2109437 - operatin	527.71
Deposit	06/30/2010		Oncor Electric Delivery Company LLC	Franchise Fees	1012500 · General Fund 2109437 - operatin	90,183.96
Deposit	04/29/2011		Oncor Electric Delivery Company LLC	Oncor EPOS Franchise Pmt.	1012500 · General Fund 2109437 - operatin	90,711.67
Deposit	06/30/2011		Oncor Electric Delivery Company LLC	Oncor Franchise Fee fro 5/1/2010 to 4/30/2011	1012500 · General Fund 2109437 - operatin	829.24
Deposit	09/30/2011		Oncor	Oncor EPOS Pmt.	1012500 · General Fund 2109437 - operatin	89,728.05
Deposit	10/12/2011	2200125864	Oncor	Rate Case Franchise Tax True Up	1012500 · General Fund 2109437 - operatin	4,489.36
Deposit	04/27/2012		Oncor	Franchise Pmt.	1012500 · General Fund 2109437 - operatin	4,499.75
Deposit	06/29/2012		Oncor Electric Delivery Company LLC	Oncor Yearly Franchise Tax Payment	1012500 · General Fund 2109437 - operatin	99,546.40
Totals						69.48
Total 4000130 · Franchise Tax						96,405.77
						96,475.25
						660,703.49



AGENDA ITEM REPORT

Item(s): **4** (City Secretary use only)

Meeting Date: March 11, 2011

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Council Request

Amount: N/A

Attachments:

1. Auditor's Management Letter 2011-2012
2. Auditor's Management Letter 2010-2011

Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Review of Auditor's Letter to Management for 2010-11 Fiscal Year Audit and 2011-12 Fiscal Year Audit. Required response from staff/City Administrator to Council.

Discussion / Justification:

This item will be addressed by PL1 Hall.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL _____."



AGENDA ITEM REPORT

Item(s): 5 (City Secretary use only)

Meeting Date: March 11, 2011

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Council Request

Amount: N/A

Attachments:

1. Proposed resolution
2. Resolution 2011-021 (resolution to be replaced)

Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Consider a proposed Resolution 2013-002, updating and replacing Resolution 2011-021 in accordance with the recommendation of the external audit firm, Yeldell, Wilson & Company P.C., by establishing a Fund Balance Policy.

Discussion / Justification:

The annual audit report recommended certain revisions of the city's fund balance policy. It is required that Council review this policy annually.

PL1 Hall reviewed the current guidelines in Resolution 2011-021, noted the recommendations from this year's audit report and prepared an updated policy. PL1 Hall address this item.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES/DENIES RESOLUTION 2013-002 AS PRESENTED."

RESOLUTION 2013-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, REPLACING RESOLUTION 2011-021 AND ESTABLISHING AND ADOPTING A FUND BALANCE POLICY.

WHEREAS, A General Fund Reserve was established with Resolution 07-001 on the 23 day of October 2006 and re-established with Resolution 2011-021 on the 26 day of September; and,

WHEREAS The General Fund Reserve Policy shall be replaced with the Fund Balance Policy; and,

WHEREAS, the creation of a Fund Balance Policy will ensure the City maintains adequate fund balances in the City's various operating funds with sufficient cash flow in meeting daily financial needs; and,

WHEREAS, the creation of a Fund Balance Policy will ensure the City maintains its investment grade bond rating; and,

WHEREAS, the creation of a Fund Balance Policy will allow the City to offset loss of revenues related to significant economic downturns; and,

WHEREAS, the creation of a Fund Balance Policy will provide the City with funds for unforeseen emergencies; and,

WHEREAS, the Fund Balance Policy shall be reviewed and updated annually if necessary, as part of the annual budget of the City of Ovilla, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, that the following policy is hereby established and attached as *Exhibit A*, regarding the creation of the Fund Balance Policy.

RESOLVED AND ADOPTED this the 11 day of March, 2013.

Tom Leverentz, MAYOR

ATTEST:

Pam Woodall, CITY SECRETARY

FUND BALANCE POLICY

Purpose

The purpose of this policy is to establish a key element of the financial stability of the City of Ovilla by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability and it is essential that the City maintain prudent levels of unassigned fund balance to protect against reducing service levels or raising taxes and fees because of financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the City's various operating funds with the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

Order of expenditure of funds

When multiple categories of fund balances are available for expenditures (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will first spend the most restricted funds before moving down to the next restrictive category with available funds.

- **Non-spendable Fund balance** includes amounts not in spendable form, such as inventory, or amounts required to be maintained intact legally or contractually (e.g. inventory, pre-paid items, or the principal of an endowment).
- **Restricted Fund Balance** includes amounts constrained for a specific purpose by external parties (e.g. Debt Service, Capital Projects, State and Federal Grant Funds).
- **Committed Fund Balance** includes amounts constrained for a specific purpose by the City Council using its highest level of decision making authority (e.g. Major Maintenance, Capital Replacement Reserve, Land, Hail Reserve). These are amounts that can be used only for a specific purpose determined by formal action of the City Council. Commitments may be changed or lifted only by City Council taking the same formal action that originally imposed the constraint.

THE CITY'S GOAL IS TO MAINTAIN A COMMITTED FUND BALANCE FOR "EMERGENCIES" IN THE GENERAL FUND EQUAL TO 25% OF BUDGETED EXPENDITURES LESS ANY BUDGETED CAPITAL EQUIPMENT ITEMS AND ANY AMOUNT BUDGETED AS COMMITTED FOR CURRENT YEAR CONTINGENCIES.

ANY ADDITIONAL CURRENT FUND BALANCE AMOUNTS LISTED AS RESTRICTED, COMMITTED OR ASSIGNED WILL NOT BE CONSIDERED AS A PART OF THE CALCULATION.

- **Assigned Fund Balance** includes governmental fund amounts constrained for a specific purpose by the City Council or by an official that has been delegated authority to assign amounts.
- **Unassigned Fund Balance** is the residual classification for the general fund. Unassigned amounts are technically available for any purpose. The Unassigned General Fund Balance may only be appropriated by resolution of the City Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing expenditure unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

Monitoring and Reporting

The City Administrator shall be responsible for monitoring and reporting the City's various fund balances. The City Administrator is directed to make recommendations to the Council on the use of funds balance both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise.

Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

RESOLUTION 2011-021

CITY OF OVILLA

§
§

STATE OF TEXAS

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, REESTABLISHING AND ADOPTING THE POLICY FOR THE MAINTENANCE OF A GENERAL FUND RESERVE FUND.

WHEREAS, the creation and maintenance of an adequate General Fund Reserve will significantly reduce the likelihood of the City of Ovilla, Texas, entering the short term debt market: and,

WHEREAS, the creation and maintenance of an adequate General Fund Reserve will enhance the City of Ovilla's ability to secure preferred bond ratings that will result in lower interest payment for bonded indebtedness.

WHEREAS, The General Fund Reserve was established with Resolution 07-001 on the 23 day of October 2006; and,

WHEREAS The General Fund Reserve shall be established and updated annually as part of the annual budget of the City of Ovilla, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, that the following policies are hereby established regarding the creation and maintenance of an adequate General Fund Reserve:

Section 1

1. The City of Ovilla, Texas, shall create and maintain an adequate General Fund Reserve in a financial institute, which shall be at least the equivalent as follows:
 - Maintain 90 days during the Fiscal Year ending 09-30-2012

Section 2

2. The General Fund Reserve shall be calculated on the total General Fund Operating Budget, less capital expenditures, budgeted reserves and one time budgeted expenditures.

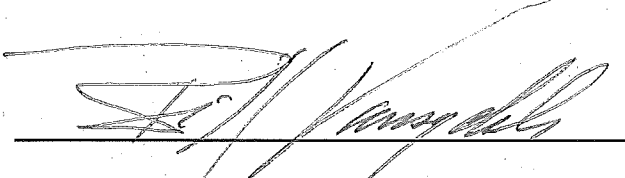
Section 3

3. The General Fund Reserve may only be used for General Fund operating purposes in the event unbudgeted expenditures are required for one or more of the following reasons:
 - Natural disaster
 - Accidental disaster
 - Disorder of disruptive disaster
 - Loss of federal or state authorized revenues

RESOLUTION 2011-021

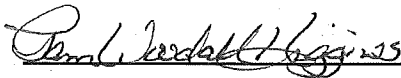
- Unfunded federal or state mandates
 - Unanticipated changes in the economy which reduce anticipated General Fund Revenue
 - As deemed necessary by the Council.
4. Use of the General Fund Reserve may only be authorized by a 2/3 majority vote of the entire City Council.
 5. Interest income from the investment of the General Fund Reserve may be used for General Fund operating expenses.

RESOLVED AND ADOPTED this the 26 day of September, 2011.



Bill Vansyckle, MAYOR

ATTEST:



Pam Woodall Higgins, CITY SECRETARY



AGENDA ITEM REPORT

Item(s): **6** (City Secretary use only)

Meeting Date: March 11, 2011

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Council Request

Amount: N/A

Attachments:

1. Sample 2008 Ovilla Financial Statements

Agenda Item / Topic:

ITEM 6. **DISCUSSION** – Review of City of Ovilla monthly financial reports, budget manager's authority for budget adjustments and change in format of monthly financial reports.

Discussion / Justification:

PL1 Hall address this item.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

DISCUSSION ONLY.



Financial Statements

July 31, 2008

Prepared By: Miykael Reeve, City Accountant

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
July 31, 2008

	Approved Budget	Working Revised Budget	Actual	Balance Available	% of Budget Used
Income					
4000100 • Taxes					
4000105 • Ad Valorem, Current	1,206,935.00	1,206,935.00	1,193,128.42	13,806.58	98.86%
4000110 • Ad Valorem, Delinquent	30,000.00	30,800.00	30,592.54	207.46	99.33%
4000113 • Interest/Penalties - Prop Tax	14,000.00	18,380.00	18,223.57	156.43	99.15%
4000120 • Sales Tax	115,500.00	115,500.00	92,758.56	22,741.44	80.31%
4000125 • Sales Tax - Street Improvement	9,000.00	9,000.00	3,313.02	5,686.98	36.81%
4000130 • Franchise Tax	145,000.00	145,000.00	127,488.48	17,511.52	87.92%
Total 4000100 • Taxes	1,520,435.00	1,525,615.00	1,465,504.59	60,110.41	96.06%
4000200 • Licenses and Permits					
4000208 • Building Permits					
4000210 • Residential Building Permits	34,000.00	32,150.00	22,724.77	9,425.23	70.68%
4000214 • Misc Building Permits	5,500.00	7,850.00	7,836.11	13.89	99.82%
Total 4000208 • Building Permits	39,500.00	40,000.00	30,560.88	9,439.12	76.4%
4000230 • Plan Review Fee	7,500.00	7,500.00	4,079.06	3,420.94	54.39%
4000240 • Sign Permits	120.00	50.00	0.00	50.00	0.0%
4000260 • Alarm Permits	2,100.00	2,100.00	1,240.00	860.00	59.05%
4000270 • Animal Tag Fees	3,500.00	3,500.00	2,475.00	1,025.00	70.71%
4000272 • Impound Fees	2,500.00	2,500.00	2,435.00	65.00	97.4%
4000290 • Misc Licenses and Permits	1,000.00	1,000.00	805.00	195.00	80.5%
Total 4000200 • Licenses and Permits	56,220.00	56,650.00	41,594.94	15,055.06	73.42%
4000400 • Charges for Services					
4000411 • Copies and Maps	200.00	210.00	204.98	5.02	97.61%
4000415 • Police Reports	150.00	140.00	108.00	32.00	77.14%
4000420 • Park Lights	525.00	525.00	525.00	0.00	100.0%
4000440 • Oak Leaf Animal Control	1,750.00	1,750.00	1,070.00	680.00	61.14%
4000450 • Subdivision Fees	9,000.00	9,000.00	200.00	8,800.00	2.22%
4000480 • Solid Waste (Garbage)	135,000.00	135,000.00	118,296.69	16,703.31	87.63%
4000490 • Misc Charges for Services	4,000.00	5,000.00	4,391.66	608.34	87.83%
Total 4000400 • Charges for Services	150,625.00	151,625.00	124,796.33	26,828.67	82.31%
4000500 • Fines and Forfeitures					
4000510 • Fines - Police	70,000.00	70,000.00	69,367.06	632.94	99.1%
4000520 • Fines - Animal Control	2,000.00	2,000.00	1,318.00	682.00	65.9%
4000525 • Fines - Code Enforcement	1,000.00	1,000.00	432.00	568.00	43.2%
4000590 • Misc Fines and Forfeitures	300.00	1,000.00	917.06	82.94	91.71%
Total 4000500 • Fines and Forfeitures	73,300.00	74,000.00	72,034.12	1,965.88	98.27%
4000800 • Other Revenue					
4000810 • Heritage Day	2,000.00	2,000.00	647.00	1,353.00	32.35%
4000820 • Water Tower Lease	57,850.00	57,850.00	37,798.16	20,051.84	65.34%
4000840 • Interest Earned	20,000.00	21,875.00	21,758.10	116.90	99.47%
4000860 • Grant Proceeds	3,568.00	3,568.00	2,250.00	1,318.00	63.06%
4000870 • Insurance Proceeds	2,287.00	2,287.00	2,287.09	(0.09)	100.0%
4000885 • Proceeds from Sale of Assets	27,500.00	27,500.00	27,500.00	0.00	100.0%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
 July 31, 2008

	Approved Budget	Working Revised Budget	Actual	Balance Available	% of Budget Used
4000890 • Misc Other Revenue	9,000.00	11,170.00	11,169.02	0.98	99.99%
Total 4000800 • Other Revenue	122,205.00	126,250.00	103,409.37	22,840.63	81.91%
4000900 • Transfers In					
4000920 • Water Fund Security	8,000.00	8,000.00	6,000.00	2,000.00	75.0%
4000990 • Reduction In Fund Balance	121,000.00	121,000.00	0.00	121,000.00	0.0%
Total 4000900 • Transfers In	129,000.00	129,000.00	6,000.00	123,000.00	4.65%
Total Income	2,051,785.00	2,063,140.00	1,813,339.35	249,800.65	87.89%
	2,051,785.00	2,063,140.00	1,813,339.35	249,800.65	88.38%
Expense					
10 • Administration					
5101100 • Salaries & Wages					
5101110 • City Administrator	46,470.00	44,000.00	33,955.28	10,044.72	77.17%
5101115 • City Secretary	27,000.00	27,000.00	23,320.65	3,679.35	86.37%
5101117 • City Accountant	31,110.00	31,110.00	24,411.20	6,698.80	78.47%
Total 5101100 • Salaries & Wages	104,580.00	102,110.00	81,687.13	20,422.87	80.0%
5102100 • Employee Benefits					
5102110 • Group Insurance	13,650.00	13,650.00	11,230.30	2,419.70	82.27%
5102135 • TMRS	10,048.00	10,048.00	8,076.94	1,971.06	80.38%
5102160 • Worker's Compensation	1,050.00	1,066.00	1,066.24	(0.24)	100.02%
5102170 • Payroll Taxes	2,000.00	2,000.00	1,628.30	371.70	81.42%
5102180 • Unemployment Taxes	9,334.00	9,334.00	9,334.00	0.00	100.0%
5102196 • Membership Dues	650.00	634.00	608.00	26.00	95.9%
Total 5102100 • Employee Benefits	36,732.00	36,732.00	31,943.78	4,788.22	86.96%
5102200 • Special Services					
5102210 • Tax Assessing & Collecting Fees	1,767.00	1,767.00	1,767.00	0.00	100.0%
5102220 • Tax Appraisal Fee	19,000.00	19,000.00	13,876.92	5,123.08	73.04%
5102230 • Legal Fees	70,000.00	80,000.00	78,940.61	1,059.39	98.68%
5102240 • Audit	4,750.00	4,750.00	4,750.00	0.00	100.0%
5102260 • Engineering Fees	10,000.00	10,000.00	9,952.56	47.44	99.53%
Total 5102200 • Special Services	105,517.00	115,517.00	109,287.09	6,229.91	94.61%
5102300 • Contractual Services /Personnel					
5102310 • Consultant Fees	18,000.00	18,000.00	933.70	17,066.30	5.19%
Total 5102300 • Contractual Services /Personnel	18,000.00	18,000.00	933.70	17,066.30	5.19%
5102500 • Operating Services					
5102530 • Custodial Service Contract	3,750.00	3,750.00	3,275.00	475.00	87.33%
Total 5102500 • Operating Services	3,750.00	3,750.00	3,275.00	475.00	87.33%
5102600 • Special Expenses					
5102610 • Election - Payroll	950.00	1,005.00	1,005.00	0.00	100.0%
5102620 • Election - Supplies	3,700.00	3,850.00	3,833.05	16.95	99.56%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
July 31, 2008

	Approved Budget	Working Revised Budget	Actual	Balance Available	% of Budget Used
5102630 • Meeting Expense	50.00	200.00	200.00	0.00	100.0%
5102650 • Codification Book Update	3,000.00	3,000.00	0.00	3,000.00	0.0%
Total 5102600 • Special Expenses	7,700.00	8,055.00	5,038.05	3,016.95	62.55%
5103100 • General Supplies					
5103110 • Office Supplies	6,500.00	6,500.00	5,201.66	1,298.34	80.03%
Total 5103100 • General Supplies	6,500.00	6,500.00	5,201.66	1,298.34	80.03%
5103400 • Maintenance Supplies / Parts					
5103410 • Supplies - Custodial	500.00	695.00	694.92	0.08	99.99%
5103460 • Miscellaneous	200.00	200.00	0.00	200.00	0.0%
Total 5103400 • Maintenance Supplies / Parts	700.00	895.00	694.92	200.08	77.65%
5104200 • Travel Expenses					
5104210 • Travel - Local	950.00	950.00	655.65	294.35	69.02%
5104220 • Professional Development	3,480.00	3,480.00	2,294.89	1,185.11	65.95%
5104222 • Professional Develop - Council	1,000.00	1,000.00	179.00	821.00	17.9%
5104230 • Professional Develop - In-House	200.00	200.00	0.00	200.00	0.0%
Total 5104200 • Travel Expenses	5,630.00	5,630.00	3,129.54	2,500.46	55.59%
5105200 • Data Processing Expenses					
5105230 • Data Proc-Maintenance & Repair	1,000.00	1,000.00	840.72	159.28	84.07%
5105240 • Data Processing - Software	3,250.00	3,250.00	2,700.00	550.00	83.08%
Total 5105200 • Data Processing Expenses	4,250.00	4,250.00	3,540.72	709.28	83.31%
5105300 • Printing Expense					
5105310 • Copier Expense	1,500.00	1,500.00	1,274.73	225.27	84.98%
5105320 • Printing - Newsletters	3,500.00	3,515.00	3,514.69	0.31	99.99%
5105330 • Printing - Forms	500.00	800.00	753.13	46.87	94.14%
5105350 • Printing - Other	100.00	100.00	0.00	100.00	0.0%
Total 5105300 • Printing Expense	5,600.00	5,915.00	5,542.55	372.45	93.7%
5105400 • Utilities					
5105410 • Telephone	12,500.00	12,500.00	8,244.59	4,255.41	65.96%
5105415 • Cellular Phone	750.00	750.00	601.99	148.01	80.27%
5105430 • Natural Gas	2,500.00	2,500.00	1,596.42	903.58	63.86%
5105450 • Electricity	59,800.00	59,800.00	50,968.97	8,831.03	85.23%
5105465 • Solidwaste Pickup (Garbage)	135,000.00	135,000.00	112,667.61	22,332.39	83.46%
Total 5105400 • Utilities	210,550.00	210,550.00	174,079.58	36,470.42	82.68%
5105500 • Repairs & Bldg Improvements					
5105520 • Repairs - Buildings	4,000.00	4,000.00	2,383.84	1,616.16	59.6%
5105590 • Repairs - Other	1,100.00	1,100.00	679.62	420.38	61.78%
Total 5105500 • Repairs & Bldg Improvements	5,100.00	5,100.00	3,063.46	2,036.54	60.07%
5105600 • Insurance					
5105610 • Insurance - Property	14,100.00	14,100.00	13,735.00	365.00	97.41%
5105620 • Insurance - Liability	6,000.00	6,000.00	6,716.67	(716.67)	111.95%
5105630 • Insurance - Fidelity Bond	250.00	250.00	250.00	0.00	100.0%



AGENDA ITEM REPORT

Item(s): 7 (City Secretary use only)

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

1. Proposed Agreement
2. Chapter 10, Section 10.02.421 of the Ovilla Code of Ordinances relating to HOA's

Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consider a proposed agreement by and between the City of Ovilla and the HOA (Home Owner Association) of Ashburne Glen, both acting through their duly authorized officers and representatives to be effective April 1, 2013.

Discussion / Justification:

This agreement renews every other year. A revision to the disbursement of association dues was made from quarterly to monthly payments in the new agreement. The city agreed with the original developer to collect HOA fees.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVE / DENY THE PROPOSED HOA AGREEMENT WITH ASHBURNE GLEN TO BE EFFECTIVE APRIL 1, 2013 AS PRESENTED."

"I MAKE A MOTION THAT COUNCIL APPROVE THE PROPOSED HOA AGREEMENT WITH ASHBURNE GLEN TO BE EFFECTIVE APRIL 1, 2013 WITH THE FOLLOWING AMENDMENT(S): _____."

City of Ovilla and Ashburne Glen-Ovilla Agreement

AGREEMENT FOR THE COLLECTION AND DISBURSEMENT OF HOMEOWNERS ASSOCIATION DUES

This Agreement is entered into this 11 day of March, 2013, by and between the **City of Ovilla**, a municipal corporation (herein "City") with its principal offices located at 105. S. Cockrell Hill Road, Suite 2, Ovilla, Texas 75154 and the **Ashburne Glen Homeowners Association, Inc.**, a Texas not-for-profit corporation (herein "Association") with its principal offices located at 100 Nob Hill Lane, Ovilla, Texas 75154, both acting through their duly authorized officers and representatives.

WHEREAS, the City has collected funds in conjunction with monthly water bills from City residents who reside in the Ashburne Glen addition (herein "Addition") to satisfy homeowners association dues on behalf of said Association and has subsequently disbursed those collected funds to said Association on a monthly basis, and

WHEREAS, both the City and the Association are desirous of establishing and maintaining an equitable arrangement for the collection and disbursement of Association dues in a manner that provides fair and reasonable reimbursement to the City for such costs incurred while respecting the rights and autonomy of the Association to conduct its business in the manner it deems proper and to operate free of any additional encumbrances by the City;

NOW, THEREFORE, for and in consideration of the covenants herein, the City and the Association do hereby agree as follows:

1. **Term.** This Agreement shall commence on April 1, 2013 and shall remain in effect for two years, unless otherwise revised or canceled by either party as provided for herein. Said Agreement shall then self-renew without need for any additional action by either party hereto for such additional one year terms, provided however that either party may request in writing, an amendment or modification to, or express its intention to not renew said Agreement no less than sixty (60) days prior to the renewal date.
2. **Ongoing Expenses and Proportional Reimbursement.** As a result of considerations provided for in prior Agreements between the City and the Association, it is hereby stipulated that the City shall incur an annual accounting software maintenance and service fee. It is further stipulated that the City additionally shall incur direct labor expenses associated with writing and delivery of monthly disbursement checks to all homeowners associations similarly situated in the City. The Association hereby agrees that it will pay the amount of \$766.00 (Seven Hundred Sixty-Six Dollars and No Cents) as its fractional share and apportioned cost of the aforementioned maintenance, service and labor costs on an annual basis, said payment being due and payable no later than April 1 of each year during which this Agreement remains in force. The City acknowledges that this payment shall represent the full and total ongoing annual expense to the Association for the collection and disbursement of Association dues to the Association and any other appurtenant or related services provided by the City to the Association as provided herein. It is the City's responsibility to obtain the balance of said maintenance, service and labor expenses proportionally from all other homeowners associations similarly situated or to pay the balance itself. In the event that other homeowners associations shall desire to enter into a similar agreement with the City to perform similar services of collection and disbursement, this amount shall be recalculated so that all similarly situated homeowners associations shall pay an identical

City of Ovilla and Ashburne Glen-Ovilla Agreement

proportional amount of the total annual expenses and costs contemplated herein as determined by the total number of residences represented by each homeowners association. However, should other similarly situated homeowners associations cease any such existing or future relationship with the City, the Association shall not be penalized in any manner nor shall the Association's apportioned costs for this service increase during the term of this Agreement.

3. **Collection of Association Dues.** The City shall, as a part of each Ashburne Glen resident's monthly water bill, include an amount due as authorized and directed by the Association in accordance with its Bylaws for the Association's monthly homeowners association dues. This amount shall be due and payable to the City on behalf of the Association at the same time and date as the remainder of the City's water bill. Provided the full amount owing of any water bill is paid as required, the City shall allocate the appropriate homeowners association dues collected strictly to the benefit of the Association. In the event that any resident shall make only partial payment on any water bill, all amounts paid shall be credited first to the amounts owed to the City, with the Association dues remaining unpaid fully or partially. In such an event of no or partial payment, the City shall include this information to the Association as a part of the monthly report detailed herein, and the City shall not be responsible for disbursing any Association dues unpaid by any resident to the Association, nor shall the City have any further duty to collect or attempt to collect any such unpaid Association dues.
4. **Amount of Association Dues.** The Association shall have the authority and responsibility for setting the amount of dues assessed to its members. In the event that the Association elects through the approval of its membership to alter the assessed dues, the Association shall notify the City in writing as soon as such alteration is approved or otherwise enacted. The City hereby agrees that it will effect such changes as may be necessary in the operation of its billing practices to reflect the alteration in Association dues in its monthly billing as soon as possible, but in no case more than thirty (30) days from the date of such notification by the Association.
5. **Disbursement of Association Dues.** Once each month of the year, the City shall cause the entirety of the dues collected on behalf of the Association during the previous month to be disbursed to the Association by means of a check, drawn on the City's operating account and payable to the Association. Said check shall be processed and mailed or otherwise delivered at City's expense to the Association's designated representative at the address provided by the Association. Said check shall be prepared and delivered by no later than the fifteenth day of the month following the end of the month in which said dues were collected. The Association shall examine the amount disbursed in consideration of the monthly reports provided by the City, and in the event of a discrepancy, notify the City no later than the last day of the month following the month for which the check has been disbursed. The City and the Association shall make all reasonable efforts necessary to reconcile any amounts in dispute. The City shall make no deductions from any disbursement check or assess any additional fees except as may be detailed in this Agreement, but shall make full payment and disbursement for any and all dues collected during the previous month.
6. **Additional Services.** The City shall provide a report to the Association once each month detailing those residences in the Ashburne Glen addition from which the City has collected homeowners' association dues during the previous monthly billing cycle. Said reports shall be prepared at no additional cost to the Association. The reports shall be

City of Ovilla and Ashburne Glen-Ovilla Agreement

electronically transmitted via email to a designated recipient of the Association no later than the fifteenth day of each month by the close of business that day, legal holidays and weekends excepted. The City shall not be obliged to mail or otherwise deliver the reports or incur any additional expenses in the event of the Association's failure to retrieve said report, however reasonable accommodations to re-transmit the monthly report electronically shall be made in the event of an unavoidable failure of the report to be transmitted by the City or received by its intended recipient. The City agrees to provide reasonable care in the preparation and delivery of said reports with respect to their accuracy, completeness, and timeliness, but expresses no other warranty or guarantee of service or appropriateness for any specific purpose.

7. **Agreement Strictly Limited.** With respect to this Agreement, the City solely provides a service to the Association to satisfactorily provide for the collection and disbursement of Association dues as defined by the Association and to provide the reports as defined herein in return for the fees herein payable by the Association. Nothing in this Agreement shall be construed or interpreted in any manner so as to create or define any other relationship between the City and the Association. The City is not an employer, agent, officer, member, representative, heir, successor, employee or assign of the Association and has no additional authority, responsibilities, duties, or privileges as a result of this Agreement or in regards to the operation of any other legitimate business conducted by the Association or its membership. Similarly, the Association is not an employer, agent, representative, employee, officer, heir, successor or assign of the City and has no additional authority, responsibilities, duties or privileges as a result of this Agreement as regards the conduct of any other legitimate business on the part of the City, its representatives or employees.
8. **Enforcement.** This Agreement shall be enforceable under the laws of the State of Texas, which shall govern the interpretation, validity and performance of this Agreement. Ellis County shall be the exclusive venue for bringing any action to enforce the terms and conditions of this Agreement.
9. **Severability.** If any portion or provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of the Agreement, the legality, validity and enforceability of the remaining provisions and portions of the Agreement shall not be affected thereby.
10. **Notice.** All notices under this Agreement, with the exception of the monthly reports detailed herein, shall be made in writing and either hand-delivered, delivered by courier or transmitted by certified or registered mail to the address provided by the parties. Any notice required by this Agreement shall be deemed given and received when delivered by hand to that address or when deposited in a facility maintained by and under the control of the United State Postal Service, postage prepaid, and properly addressed to the intended recipient.
11. **Force Majeure.** Neither party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, computer software and hardware malfunctions excluded.

City of Ovilla and Ashburne Glen-Ovilla Agreement

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may be modified or amended only by written agreement of the parties. This Agreement shall supersede any prior such Agreements, either verbal or in writing, relating to the collection and disbursement of Association dues by the City.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the day and year first written above.

ATTEST:

CITY OF OVILLA, TEXAS

Pam Woodall, City Secretary

By: _____
Tom Leverentz, Mayor

ASHBURNE GLEN HOMEOWNERS
ASSOCIATION, INC.

By: _____
Joe Steiger, President

Division 14. Mandatory Homeowners' Associations

Sec. 10.02.421 Applicability of division

(a) When a residential subdivision contains private streets, private drainage systems or structures, private open space, landscaping systems or landscape elements or features (including fountains and statues), landscape irrigation systems, screening walls, living screens, landscaping, entryway features, buffering systems, subdivision entryway features, including monuments or other signage, swimming pools or other physical facilities or grounds held in common and necessary or desirable for the welfare of the subdivision, or that are of common use or benefit to the residents and that are not or cannot be satisfactorily maintained by the city, the city shall require the establishment of a mandatory homeowners' association, in accordance with this division, to assume and be responsible for the perpetual operation, maintenance and supervision of such facilities, structures, improvements, systems, areas or grounds.

(b) A homeowners' association shall be an incorporated nonprofit organization operating under recorded land declarations through which:

- (1) Each lot owner in a described land area is automatically a member; and
- (2) Each lot is automatically subject to a charge for a proportionate share of the expenses for the homeowners' association's activities, such as maintenance of common areas, common open spaces or the provision and upkeep of common recreational facilities.

(1989 Code, ch. 9, sec. 14.01)

Sec. 10.02.422 Approval

If the establishment of a mandatory homeowners' association is required, a copy of the agreements, covenants and restrictions establishing and creating the association must be submitted to and approved by the city attorney and city council prior to the approval of the final plat of the subdivision and must be filed of record with such final plat in the map and plat records of the county. (1989 Code, ch. 9, sec. 14.02)

Sec. 10.02.423 Responsibilities

(a) The mandatory homeowners' association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainageways or drainage structures, or at subdivision entryways.

(b) Subdivision entryway treatments or features shall not be allowed unless a mandatory homeowners' association as required in this division is established and created. The association must execute an encroachment agreement with the city to erect and maintain an entryway sign or feature within the public right-of-way.

(c) The city shall be responsible for all median maintenance and all paving maintenance (except for private streets or roads).

(1989 Code, ch. 9, sec. 14.03)

Sec. 10.02.424 Dedications to association

(a) All facilities, structures, improvements, systems, areas or grounds to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-way or public parks dedicated to the city, shall be dedicated by easement or deeded in fee simple ownership interest to such association.

(b) The final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the association and shall provide for dedication. This dedication form shall:

- (1) Save the title to common area properties for the benefit of the homeowners' association; and

- (2) Express a definite undertaking by the subdivider to convey the common properties to the homeowners' association.

(1989 Code, ch. 9, sec. 14.04)

Sec. 10.02.425 Contents of agreements and related documents

(a) To assure the establishment of a permanent homeowners' association, including its financing and the rights and responsibilities of the homeowners in relation to the use, management and ownership of common areas or common property, the subdivision plat, dedication documents, covenants, and other legal agreements must be recorded and:

- (1) Legally create an automatic membership, nonprofit homeowners' association;
- (2) Place title to the common property in the homeowners' association or give definite assurance that it automatically will be so placed within a reasonable, definite time;
- (3) Appropriately limit the uses of the common property;
- (4) Give each lot owner the right to the use and enjoyment of the common property;
- (5) Place responsibility for operation and maintenance of the common property with the homeowners' association;
- (6) Provide for or place an association charge or assessment on each lot in a manner which will assure sufficient association funds to maintain the common property or improvements;
- (7) Give each lot owner voting rights in the association;
- (8) Identify the land area within the association's jurisdiction including, but not limited to, the following:
 - (A) The property to be transferred to public agencies;
 - (B) The individual residential lots;
 - (C) The common properties to be transferred by the developer to the homeowners' association; and
 - (D) Other parcels;
- (9) Establish protective covenants which, shall make the homeowners' association responsible for the maintenance and operation of all common property, and include provisions for assessments, to be enforced by lien;
- (10) Contain definitions of terms contained therein; and

- (11) Provide for an initial term of the agreements, covenants and restrictions establishing the association for a 25-year period and for automatic renewal for successive ten-year periods, and provide that the association may not be dissolved without the prior written consent of the city.
- (b) Further, the agreements and conditions, covenants, and restrictions shall contain provisions:
 - (1) Acceptable to the city to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association and to establish a reserve fund for such purposes. The initial reserve fund shall be at least 20% of the replacement value of all common facilities. Values shall be established by the city administrator. Provisions will be included for special assessments as needed;
 - (2) Which prohibit the amendment of any portion of the association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the city attorney and city council; and
 - (3) Which indemnify and hold the city harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the city's removal or damage of any landscape systems, features or elements when working within public right-of-way or easements.

(1989 Code, ch. 9, sec. 14.05)



AGENDA ITEM REPORT

Item(s): **8** (City Secretary use only)

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

1. Proposed Agreement
2. Chapter 10, Section 10.02.421 of the Ovilla Code of Ordinances relating to HOA's

Agenda Item / Topic:

ITEM 8. **DISCUSSION/ACTION** – Consider a proposed agreement by and between the City of Ovilla and the HOA (Home Owner Association) of Meadow Glen, both acting through their duly authorized officers and representatives to be effective April 1, 2013.

Discussion / Justification:

This agreement renews every other year. A revision to the disbursement of association dues was made from quarterly to monthly payments in the new agreement. The city agreed with the original developer to collect HOA fees.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVE / DENY THE PROPOSED HOA AGREEMENT WITH MEADOW GLEN TO BE EFFECTIVE APRIL 1, 2013 AS PRESENTED."

"I MAKE A MOTION THAT COUNCIL APPROVE THE PROPOSED HOA AGREEMENT WITH MEADOW GLEN TO BE EFFECTIVE APRIL 1, 2013 WITH THE FOLLOWING AMENDMENT(S): _____."

City of Ovilla and Meadow Glen-Ovilla Agreement

AGREEMENT FOR THE COLLECTION AND DISBURSEMENT OF HOMEOWNERS ASSOCIATION DUES

This Agreement is entered into this **11** day of **March, 2013**; by and between the City of Ovilla, a municipal corporation (herein "City") with its principal offices located at 105 S. Cockrell Hill Road, Suite 2, Ovilla, Texas 75154 and **Homeowners of Meadow Glen – Ovilla**, a private property owners association (herein "Association") with its principal offices located at 134 Meadow Glen Court, Ovilla, Texas 75154, both acting through their duly authorized officers and representatives.

WHEREAS, the City has collected funds in conjunction with monthly water bills from City residents who reside in the Meadow Glen addition to satisfy homeowners association dues on behalf of said Association and has subsequently disbursed those collected funds to said Association on a monthly basis, and

WHEREAS, the City has historically incurred certain expenses in conducting said collection and disbursement of such funds, and

WHEREAS, both the City and the Association are desirous of establishing a more equitable arrangement for the collection and disbursement of Association dues in a manner that provides fair and reasonable reimbursement to the City for such cost incurred while respecting the rights and autonomy of the Association to conduct its business in the manner it deems fit and proper and to operate free of any additional encumbrances by the City,

NOW, THEREFORE, for and in consideration of the covenants herein, the City and the Association do hereby agree as follows:

1. **Term.** This Agreement shall commence on **April 1, 2013** and shall remain in effect for two years, unless otherwise revised or cancelled by either party as provided for herein. Said Agreement shall then self-renew without need for any additional action by either party hereto for such additional one-year terms, provided however that either party may request in writing an amendment, or modification to, or express its intention to not renew said Agreement no less than sixty (60) days prior to the renewal date.
2. **Ongoing Expenses and Proportional Reimbursement.** Subsequent to the purchase of the Software, the City shall incur an annual maintenance and service fee from the Software distributor. The City additionally asserts that it will incur direct labor expenses associated with writing and delivery of monthly disbursement checks to all homeowners associations similarly situated in the City. The Association hereby agrees that it will pay the amount of \$249.00 (Two Hundred Forty-Nine Dollars and No Cents) as its fractional share and apportioned cost of the aforementioned maintenance, service and labor costs on an annual basis, said payment being due and payable no later than **April 1**; the beginning of each contract year, during which this Agreement remains in force. The City acknowledges that this payment shall represent the full and total ongoing annual expense to the Association for the collection and disbursement of Association dues to the Association and any other appurtenant services provided by the City to the Association as provided here herein. The

City of Ovilla and Meadow Glen-Ovilla Agreement

City shall obtain the balance of said maintenance, service and labor expenses proportionally from all other homeowners associations similarly situated. In the event that other homeowners associations shall desire to enter into a similar agreement with the City to perform similar services of collection and disbursement, this amount shall be recalculated so that all similarly situated homeowners associations shall pay an identical proportional amount of the annual expenses and costs as determined by the total number of residences represented by each homeowners association.

3. **Collection of Association Dues.** The City shall, as a part of each Meadow Glen resident's monthly water bill, include an amount due as authorized and directed by the Association in accordance with its Bylaws for the Association's monthly homeowners association dues. This amount shall be due and payable to the City on behalf of the Association at the same time and date as the remainder of the City's water bill. Provided the full amount owing of any water bill is paid as required, the City shall allocate the appropriate Association dues collected strictly to the benefit of the Association. In the event that any resident shall make only partial payment on any water bill, all amounts paid shall be credited first to the amounts owed to the City, with the Association dues remaining unpaid fully or partially. In such an event of no or partial payment, the City shall include this information to the Association as a part of the monthly report detailed herein, and the City shall not be responsible for disbursing any Association dues unpaid by any resident to the Association, nor shall the City have any further duty to collect or attempt to collect any such unpaid Association dues.
4. **Amount of Association Dues.** The Association shall have the sole authority and responsibility for setting the amount of dues assessed to its members. In the event that Association elects to alter the assessed dues, the Association shall notify the City in writing as soon as such alteration is approved or otherwise enacted. The City hereby agrees that it will effect such changes as may be necessary in the operation of its billing practices to reflect the alteration in Association dues in its monthly billing as soon as possible, but in no case more than thirty (30) days from the date of such notification by the Association.
5. **Disbursement of Association Dues.** Once each month of the year, the City shall cause the entirety of the dues collected on behalf of the Association during the previous month to be disbursed to the Association by means of a check, drawn on the City's operating account and payable to the Association. Said check shall be processed and mailed or otherwise delivered at City's expense to the Association's designated representative at the address provided by the Association. Said check shall be prepared and delivered by no later than the last day of the month following the end of the month in which said dues were collected. The Association shall examine the amount disbursed in consideration of the monthly reports provided by the City, and in the event of a discrepancy, notify the City no later than the last day of the month following the month for which the check has been disbursed. The City and the Association shall make all reasonable efforts necessary to reconcile any amounts in dispute. The City shall make no deductions from any disbursement check or assess any

City of Ovilla and Meadow Glen-Ovilla Agreement

additional fees except as may be detailed in this Agreement, but shall make full payment and disbursement for any and all dues collected during the previous month.

6. **Additional Services.** As a result of the purchase of the Software, the City intends to increase its capabilities and flexibility as regards its billing and accounting for City services, and therefore, subsequent to the installation of the Software shall provide a report to the Association once each month detailing those residences in the Meadow Glen addition from which the City has collected homeowners association dues during the previous billing cycles in said month. Said reports shall be prepared at no additional cost to the Association. The reports shall be electronically transmitted via email to a designated recipient of the Association no later than the end of the month following the close of the month, legal holidays and weekends excepted. The City shall not be obliged to mail or otherwise deliver the reports or incur any additional expenses in the event of the Association's failure to retrieve said report, however reasonable accommodations to retransmit the monthly report electronically shall be made in the event of an unavoidable failure of the report to be transmitted by the City or received by its intended recipient. The City agrees to provide reasonable care in the preparation and delivery of said reports as regards to their accuracy, completeness, and timeliness, but expresses no other warranty or guarantee of service or appropriateness for any specific purpose.
7. **Agreement Strictly Limited.** With respect to the Agreement, the City solely provides a service to the Association to satisfactorily provide for the collection and disbursement of Association dues as defined by the Association and to provide the reports as defined herein in return for the fees herein payable by the Association. Nothing in this Agreement shall be construed or interpreted in any manner so as to create or define any other relationship between the City and the Association. The City is not an employer, agent, officer, member, representative, heir, successor, employee or assign of the Association and has no additional authority, responsibilities, duties, or privileges as a result of this Agreement or in regards to the operation of any other legitimate business conducted by the Association or its membership. Similarly, the Association is not an employer, agent, representative, employee, officer, heir, successor or assign of the City and has no additional authority, responsibilities, duties or privileges as a result of the Agreement as regards to the conduct of any other legitimate business on the part of the City, its representatives or employees.
8. **Enforcement.** This Agreement shall be enforceable under laws of the State of Texas, which shall govern the interpretation, validity and performance of this Agreement. Ellis County shall be the exclusive venue for bringing any action to enforce the terms and conditions of this Agreement.
9. **Severability.** If any portion or provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of the Agreement, the legality, validity and enforceability of the remaining provisions and portions of the Agreement shall not be affected thereby.

City of Ovilla and Meadow Glen-Ovilla Agreement

10. **Notice.** All notices under this Agreement, with the exception of the monthly reports detailed herein, shall be made in writing and hand-delivered, delivered by courier or transmitted by certified or registered mail to the address provided by the parties. Any notice required by this Agreement shall be deemed given and received when delivered by hand to that address or when deposited in a facility maintained by and under the control of the United State Postal Service, postage prepaid, and properly addressed to the intended recipient.
11. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, computer software and hardware malfunctions excluded.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may be modified or amended only by written agreement of the parties. This Agreement shall supersede any prior such Agreements, either verbal or in writing, relating to the collection and disbursement of Association dues by the City.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the day and year first written above.

ATTEST;

CITY OF OVILLA, TEXAS

By: _____

City Secretary Pam Woodall

Mayor Tom Leverentz

HOMEOWNERS OF MEADOW GLEN-
OVILLA

By: _____

Ralph G. Hall, Chairman

Division 14. Mandatory Homeowners' Associations

Sec. 10.02.421 Applicability of division

(a) When a residential subdivision contains private streets, private drainage systems or structures, private open space, landscaping systems or landscape elements or features (including fountains and statues), landscape irrigation systems, screening walls, living screens, landscaping, entryway features, buffering systems, subdivision entryway features, including monuments or other signage, swimming pools or other physical facilities or grounds held in common and necessary or desirable for the welfare of the subdivision, or that are of common use or benefit to the residents and that are not or cannot be satisfactorily maintained by the city, the city shall require the establishment of a mandatory homeowners' association, in accordance with this division, to assume and be responsible for the perpetual operation, maintenance and supervision of such facilities, structures, improvements, systems, areas or grounds.

(b) A homeowners' association shall be an incorporated nonprofit organization operating under recorded land declarations through which:

- (1) Each lot owner in a described land area is automatically a member; and
- (2) Each lot is automatically subject to a charge for a proportionate share of the expenses for the homeowners' association's activities, such as maintenance of common areas, common open spaces or the provision and upkeep of common recreational facilities.

(1989 Code, ch. 9, sec. 14.01)

Sec. 10.02.422 Approval

If the establishment of a mandatory homeowners' association is required, a copy of the agreements, covenants and restrictions establishing and creating the association must be submitted to and approved by the city attorney and city council prior to the approval of the final plat of the subdivision and must be filed of record with such final plat in the map and plat records of the county. (1989 Code, ch. 9, sec. 14.02)

Sec. 10.02.423 Responsibilities

(a) The mandatory homeowners' association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainageways or drainage structures, or at subdivision entryways.

(b) Subdivision entryway treatments or features shall not be allowed unless a mandatory homeowners' association as required in this division is established and created. The association must execute an encroachment agreement with the city to erect and maintain an entryway sign or feature within the public right-of-way.

(c) The city shall be responsible for all median maintenance and all paving maintenance (except for private streets or roads).

(1989 Code, ch. 9, sec. 14.03)

Sec. 10.02.424 Dedications to association

(a) All facilities, structures, improvements, systems, areas or grounds to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-way or public parks dedicated to the city, shall be dedicated by easement or deeded in fee simple ownership interest to such association.

(b) The final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the association and shall provide for dedication. This dedication form shall:

- (1) Save the title to common area properties for the benefit of the homeowners' association; and

- (2) Express a definite undertaking by the subdivider to convey the common properties to the homeowners' association.

(1989 Code, ch. 9, sec. 14.04)

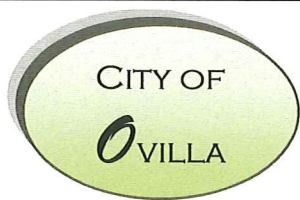
Sec. 10.02.425 Contents of agreements and related documents

(a) To assure the establishment of a permanent homeowners' association, including its financing and the rights and responsibilities of the homeowners in relation to the use, management and ownership of common areas or common property, the subdivision plat, dedication documents, covenants, and other legal agreements must be recorded and:

- (1) Legally create an automatic membership, nonprofit homeowners' association;
- (2) Place title to the common property in the homeowners' association or give definite assurance that it automatically will be so placed within a reasonable, definite time;
- (3) Appropriately limit the uses of the common property;
- (4) Give each lot owner the right to the use and enjoyment of the common property;
- (5) Place responsibility for operation and maintenance of the common property with the homeowners' association;
- (6) Provide for or place an association charge or assessment on each lot in a manner which will assure sufficient association funds to maintain the common property or improvements;
- (7) Give each lot owner voting rights in the association;
- (8) Identify the land area within the association's jurisdiction including, but not limited to, the following:
 - (A) The property to be transferred to public agencies;
 - (B) The individual residential lots;
 - (C) The common properties to be transferred by the developer to the homeowners' association; and
 - (D) Other parcels;
- (9) Establish protective covenants which, shall make the homeowners' association responsible for the maintenance and operation of all common property, and include provisions for assessments, to be enforced by lien;
- (10) Contain definitions of terms contained therein; and

- (11) Provide for an initial term of the agreements, covenants and restrictions establishing the association for a 25-year period and for automatic renewal for successive ten-year periods, and provide that the association may not be dissolved without the prior written consent of the city.
- (b) Further, the agreements and conditions, covenants, and restrictions shall contain provisions:
 - (1) Acceptable to the city to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association and to establish a reserve fund for such purposes. The initial reserve fund shall be at least 20% of the replacement value of all common facilities. Values shall be established by the city administrator. Provisions will be included for special assessments as needed;
 - (2) Which prohibit the amendment of any portion of the association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the association without the prior written consent of the city attorney and city council; and
 - (3) Which indemnify and hold the city harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the city's removal or damage of any landscape systems, features or elements when working within public right-of-way or easements.

(1989 Code, ch. 9, sec. 14.05)



AGENDA ITEM REPORT

Item(s): 9 (City Secretary use only)

Meeting Date: March 11, 2011

Department: Administration

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Council Request

Amount: N/A

Attachments:

1. Copy of 2008 RFP & Addendum

Agenda Item / Topic:

ITEM 9. **DISCUSSION/ACTION** – Direct staff to notify CWD that Ovilla will not be extending the 2 one-year optional extensions to the current contract. Also, direct staff to prepare RFP to include current services plus once-a-year household hazardous waste service day as an alternate bid item.

Discussion / Justification:

Council took “no action” at the February 11, 2013 meeting regarding the option to continue with a new optional contract with CWD for an additional 5-year service agreement. This 5-year extension agreement to include a household hazardous waste service day as a modification to the contract.

The current contract still provides for an optional 2 one-year extension(s). The consensus from Council was not to move forward with the optional 2 one-year extensions in the current contract, and to consider the bid process.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

“I MAKE A MOTION THAT COUNCIL DIRECTS STAFF TO NOTIFY COMMUNITY WASTE DISPOSAL OF THE CITY’S INTENT TO CONTINUE / NOT TO CONTINUE WITH THE 2 ONE-YEAR OPTIONAL EXTENSIONS TO THE CURRENT CONTRACT.”

Second/separate motion:

“I MAKE A MOTION THAT COUNCIL DIRECTS STAFF TO PREPARE RFP FOR A SOLID WASTE COLLECTION & DISPOSAL RECYCLABLE MATERIALS, COLLECTIONS AND PROCESSING, INCLUDING A ONCE-A-YEAR HOUSEHOLD HAZARDOUS WASTE SERVICE DAY AS AN ALTERNATE BID ITEM.”

CITY OF OVILLA, TEXAS



REQUEST FOR PROPOSALS

SOLID WASTE COLLECTION & DISPOSAL

RECYCLABLE MATERIALS COLLECTIONS & PROCESSING

July 2008

DRAFT

REQUEST FOR PROPOSALS

NOTICE TO VENDORS



The **CITY OF OVILLA**, Dallas and Ellis County, Texas will receive sealed proposals in the office of Pamela Higgins, City Secretary for the City of Ovilla, 105 S. Cockrell Hill Rd Ovilla, Texas until August 25, 2008, 2:00p.m. in addition, at that time will be opened for the following:

SOLID WASTE COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND RECYCLABLE MATERIALS COLLECTION & PROCESSING

MARK ENVELOPE: "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING"

A PRE-BID CONFERENCE WILL BE CONDUCTED ON AUGUST 13, 2008, 3:00 P.M. IN THE COUNCIL CHAMBERS, OVILLA CITY HALL, 105 S. COCKRELL HILL RD., OVILLA, TEXAS. ONLY THE SERVICES LISTED IN THIS INVITATION TO BID AND INCLUDED IN ADDENDUMS WILL BE CONSIDERED.

The amount to be proposed is for a Base Bid with two options. It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the base bid provided by Contractor. The City, for purposes of determining best value for the City, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services in two ways: OPTION (1) hauling and disposal of solid waste with the use of Contractor designated landfill, or OPTION (2) curbside recycling. The City will select either OPTION (1) only or will select OPTION (1) and OPTION (2). One rate will be then established for the Customer, which includes the Base Bid and Administrative and/or Billing Fees.

The selected Contractor will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. The defined terms appearing in the General Specifications apply to all Contract Documents. Bids must be made upon forms furnished. Three (3) copies of bids must be delivered on or before until August 25, 2008, 2:00 p.m. The envelope containing the Bid must be sealed and plainly marked "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING."

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

All questions related to this Bid information and specifications should be directed to Miykael Reeve, City Accountant, at 972-617-7262

The City Council of the City of Ovilla, Texas reserves the right to accept or reject any bids, any part thereof, or any combination of bids and to waive any or all formalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

Conflicts of interest in purchasing are controlled by Section 171 of the Local Government Code.
"The City of Ovilla is an equal opportunity agency. All Contractors, subcontractors, vendors, suppliers, and providers of services, activities, and programs for the City must adhere to the Federal regulations of Section 504 of the Rehabilitation Act and the American with Disabilities Act (ADA)."

DRAFT

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Wednesday, August 6, 2008	Deliver Request for Proposals to Vendors and post on the Website
Wednesday, August 13, 2008	Pre Bid Conference will be held at 3:00 p.m. at 105 S. Cockrell Hill Rd, Council Chambers, to discuss bid and requirements.
Monday, August 25, 2008	Request for Proposals due from Vendors at 2:00 p.m.
August 26, - September 12	Complete analysis of RFP's received. Bids are tabulated.
Tuesday, September 22, 2008	Update Council to discuss apparent low bid and receive recommendation.
October 6 - 20	Negotiate contract with selected vendor for Council consideration.
October 27, 2008	City Council consideration of award of contract with selected vendor.
November 1, 2008	Begin aggressive communication with citizens regarding changes in garbage collection (i.e. new collection days, change in service etc.).
December 1, 2008	New contract begins.

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. BACKGROUND

The City of Ovilla "City" seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations according to Ovilla performance standards.

Selection shall be made based on the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

A. Residential Service

Solid Waste services provided by the Contractor shall be equivalent to service levels currently provided. Note: the Contractor may propose other optional services or enhancements to the scope of services. Cost of all services and disposal are the responsibility of the Contractor and are to be included in the Contractor's price. The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal. The City currently has 1,200 residential customer accounts billed and collected by the City, and 5 commercial accounts billed and collected by the Contractor. The residential waste is currently collected once a week, once a week bulky item and brush pickup. The commercial waste is collected as required by the customer.

The following information is provided to answer questions about the City of Ovilla's existing solid waste contract:

- Attachment A: Current Residential Rate Schedule
- Attachment B: Current Performance Standards

The work under the contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or other act of God over which the City or Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further if the City and the Contractor reach such agreement, then the City shall grant the Contractor variance in routes and schedules as deemed necessary by the Contractor.

B. City Service

The City seeks to include in the proposal, services to the City. The Contractor shall provide these services to the City at no charge.

- Suitable containers at the City's choice (including a 30 or 40-yard dumpster at City Hall) at all City owned sites, to be emptied at no charge.

- Contractors shall provide services for the annual City-wide Clean-up campaign, including (6) 40 yard open top containers for deposit of any refuse and (2) rear loaded packer-type disposal trucks to be used to haul refuse as needed on clean up day. This will be at no charge to the City. The site and time will be at the City's choice.

C. Collection Procedures and Schedules.

The Contractor shall perform collection service no earlier than 7:00 a.m. on the scheduled collection day.

D. Texas, Governmental Fees and Charges and Compliance.

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this contract.

The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

E. Recycling Service

The City also seeks to include an additional proposal for Recycling Collections. The recycling shall be collected at least once a month. The Contractor may offer a price or revenue gain, for recycling of (1) paper only, such as office paper, newspaper or cardboard or (2) for paper and commingled items, such as plastic bottles and cups, aluminum cans, and glass bottles and jars, as practicable and cost efficient. The Contractor price for recycling shall be separate of the solid waste collection price.

F. Recycling Processing Site.

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

G. Recycling Collection Option.

It is the intent of the City to offer recycling to city residents and therefore has included a recycling collection option for additional prices. One recycling collection option for "paper only" and the other recycling option "paper and commingled" recyclables. As recycling is not currently offered, it is suggested that the Contractor use similar industry standards in preparing the bid. The City reserves the right to reject the recycling option or to contact separately for collection, transportation, and processing of all recyclable materials.

3. PREPARATION OF THE BID

A pre-bid conference will be conducted on Friday, August 13, 2008 at 3:00 p.m. in the council chambers, Ovilla City Hall, 105 S. Cockrell Hill Rd., Ovilla, Texas. Only the services listed in this Request for Proposals and included in addendums will be considered.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Form together with appropriate schedules must be fully completed in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The amount to be proposed is for a Base Bid only with Alternates. It is the intent of the bid to determine the lowest possible cost without regard to administrative billing fees. All administrative fees and/or billing fees will be determined by the City and added to the Base Bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid and Administrative Fees and/or Billing Fees.

Three (3) copies of the Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste Collection/Disposal and Recycling". If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof.

Any Bid received after the time and date specified above shall not be considered.

4. EVIDENCE OF INSURANCE

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

5. FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award is deposited in the U.S. Mail by the City to the Contractor via certified mail, return receipt requested.

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required insurance certificates. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's bid may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Bids as the City may elect.

6. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve the Contractor of any obligations with respect to its Bid or to the Contract.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions, he may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via facsimile and/or regular mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via facsimile and regular mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to Miykael Reeve. Any verbal statements regarding same by any person, previous to the award, shall be nonauthoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addenda.

Any and all interpretations and/or supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

8. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Bid must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the

State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnerships and individual Contractors will be required to state in the bid the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be provided with each Contractor's signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

9. COMPETENCY OF CONTRACTOR

The opening and reading of the Bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

10. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

11. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Bid:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous City contract for failure to perform.

12. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Bids will be compared on the basis of the summation of the rates proposed.

13. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the bid. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

14. METHOD OF AWARD

The City reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineation of the Contract Documents or of the Bid shall render the accompanying bid non-conforming and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within ninety-days (90) following the date Bids are publicly opened and read.

15. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals.

16. FRANCHISE FEE

In consideration of award of the Contract, the Contractor agrees to pay to the City 5% of the gross receipts collected by the Contractor from commercial solid waste accounts as Franchise Fee. Said fees shall be paid quarterly.

17. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that if the City calls to the attention of the Contractor any violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

18. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

19. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container or bags for Recyclable Materials. Such container shall be a standard recycling bin, or such bags shall be a marked with distinguished characteristics. Each container or bag shall be of a type that is accepted by other municipalities with recycling experience.

20. MATERIAL

The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- HDPE & PET Plastic Bottles #1, #2
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, recycling materials should be protected against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

21. TERM

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.

22. REMUNERATION

Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the set rate received on a monthly basis. Contractor shall be entitled to payment for all services rendered.

Contractor shall quote rates for commercial service in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.

Base rate adjustments will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld. Such increase must reflect the change, if any that has occurred in the said CPI-U since the base year 2008.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. The City Council has the right to accept or reject any such petitions.

23. PRE-BID CONFERENCE

A Pre-Bid Conference will be held in the Council Chambers at 105 S. Cockrell Hill Rd, Ovilla, TX 75154 at 3:00 p.m. on August 13, 2008. Respondents are encouraged to prepare and submit their questions in writing in advance of the conference. City's response to these questions may be distributed at the conference. Attendance is optional, but strongly encouraged. Any oral responses provided by City staff at the conference shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

24. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one, or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to

the action of the City of Ovilla City Council. The criteria to be evaluated may include the following items listed below.

- A. Experience, Background, Qualifications (25%)
- B. Proposed Plan for Service delivery (20%)
- C. Evaluation of Proposed Pricing Schedule (50%)
- D. Location of the Business (5%)

The respondent selected to provide service may be required to submit their final proposal to the Council at the City Council meeting.

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**SECTION II:
WASTE SERVICES CONTRACT
GENERAL SPECIFICATIONS**

1.00. DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 1.02 Bin (Commercial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.06 Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight.
- 1.07 City: The City of Ovilla, Texas
- 1.08 Commercial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial Unit.
- 1.09 Commercial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.12 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.13 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Bid, General Specifications, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 1.14 Contractor: Such person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

- 1.15 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.16 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.17 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.18 Disposal site: A refuse depository, including but not limited to sanitary landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.
- 1.19 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.20 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans.
- 1.21 Landfill (Sanitary): A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Municipal Solid Waste Company,
- 1.22 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.23 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.24 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons, with lid.
- 1.25 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.26 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.27 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a

Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.28 Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, or Stable Matter.
- 1.29 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.30 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.31 Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments, accumulations that would not occur in the ordinary course of business and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly solid waste collection; and
- Once a week bulky item collection; and
- Once a week brush collection must occur
- Once a month recycling collection (if the City chooses Option (2)); and

Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers if selected. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

- 2.02 Commercial Accounts: Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as so designated by customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.
- 2.03 Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for unbundled brush/bulky wastes once a month to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush and Bulky Waste.
- 2.04 Residential Recycling Collection: In addition, the Contractor shall provide a special collection service for Recycled wastes once a month to all residential customers, unless otherwise specified. Contractor agrees to collect such recyclable materials in SECTION 1, 24 titled "MATERIAL".

- 2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances.

3.00. COLLECTION OPERATION

- 3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of the disposal site.
- 3.03 Locations for Collection: Each container, bag and bundle must be placed at curbside for collection. See Curbside definition. When construction work is being performed in the right-of-way, containers, bag and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag or bundle not so placed or any residential refuse not in a bag.
- 3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting residential units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.
- 3.05 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens. The City shall be informed of all make up days at least two weeks prior to the holiday.** The City shall give written or published notice to the affected Residential Units.

- 3.06 Complaints: All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.
- 3.07 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor, which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment

shall not be allowed to leak or scatter any waste within the limits of the City or while in route to the disposal site.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the Mayor or his designee.
- 3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractors commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Ovilla. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.
- 3.11 Disposal: The Contractor shall deliver solid waste collected to the designated landfill, which is to be determined by the City. Alternative disposal sites must be approved in writing by the City prior to use by Contractor. In the event that at some future time, there is no disposal site available, costs of disposing of said waste may be negotiated by the City and Contractor in good faith. Once a Contractor and disposal site is selected, administrative fees and disposal costs shall be calculated into the rates. All laws, rules, and regulations governing disposal practices at the Disposal Site shall be strictly observed by the Contractor.
- 3.12 Non-Routine Collection : The Contractor will be required to provide annual Christmas tree collection for recycling purposes two (2) times during a one week period and deliver trees to a recycling center. Once the Contractor has fulfilled this obligation, all Christmas trees will be considered brush.
- 3.13 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. A fork, push broom and a scoop type shovel shall be maintained on each truck for clean-up activity. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City contract manager so that proper notice can be given to the customer at the premises to property contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall

require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

- 3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.15 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.16 Protection From Scattering: Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5.00 INDEMNITY

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

6.00 TERM

The term of this contract shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

8.00 BOND**8.01 Performance Bond**

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years.

Premium for the performance bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

8.02 POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8.03 SOLE REMEDY

The City's remedy for breach of contract under this Contract or failure to perform shall be to make demand and collect under the terms of the Performance Bond, in addition to any and all other available legal remedies.

9.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the Request for Bid dated July, 2008. In the assignment, the assignee shall assume the liability of the Contractor.

10.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

11.0 **COMMERCIAL BILLING**

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a franchise fee, as established by the City, on or before the last day of each month. This fee will compute to 5% of the gross receipts collected by the CONTRACTOR from commercial solid waste accounts for services rendered under the provisions of contract with City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

12.0. **REMUNERATION**

12.01 Collection and Disposal Rates: the collection and disposal rates shall be as follows:

1. For collection of refuse service required to be performed, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with section 12.0.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. The refuse collection charges shall include all disposal cost.

12.02 Modification to Rates: The fees which may be charged by the Contractors for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. As reflected by fluctuations in the Consumer Price Index for Urban Wage Earners (CPI-U) Clerical Workers (all items) and the Expenditure Category "Gasoline" both as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index plus the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value of the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
2. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate will be effective as of the date of change of the disposal charge at the landfill.
3. As reflected by unusual changes in the Contractors cost of operations such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase number of Residential Units, such as City growth or annexation; and for other reasons.
4. As of the month of May for the first year of the Contract and every 12 months thereafter (the Rate Modification Date).
5. A thirty-day (30) notice of any and all rate changes shall be given to the City by the Contractor.
6. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

- 12.03 Billing Responsibility; Payments: The City shall be responsible for billing residential and hand collected commercial accounts and collecting payment from customers. The City agrees to remit to the Contractor the contracted amount for each residential unit and hand collected commercial unit in an amount based on the attached rate schedule. The total billing fee will be based upon what is billed by the City, not what is actually collected.
- 12.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits damages, liabilities or expense (including but not limited to expenses of investigation an attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.
- 12.05 Contractors Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.
- 12.06 Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis. Contractor shall be entitled to payment for all services rendered.
- 12.07 Contractor shall quote rates for commercial services in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.
- 12.08 Base rate adjustments will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld.
- 12.09 Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. The Council reserves the right to accept or reject any such petitions.

13.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

14.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

15.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at:

105 S. Cockrell Hill Rd.
Ovilla, Texas 75154
ATTN: City Manager and/or
City Secretary

If to the Contractor at:

ATTN: _____
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

16.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

17.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

18.0 GOVERNING LAW AND VENUE

This contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this contract shall be Ellis County, Texas.

19.0 COMPLIANCE WITH LAWS

This Contractor shall conduct operation under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

20.0 Effective Date

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on December 1, 2008.

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SECTION III:
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION/DISPOSAL &
RECYCLABLE MATERIALS COLLECTION & PROCESSING

The proposed amount is for a Base Bid with Option (1) and Option (2). It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the base bid provided by Contractor. The City, for purposes of determining best value for the City, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services in two ways: OPTION (1) hauling solid waste with the use of Contractor designated landfill; or OPTION (2) Curbside Recycling.

It is the intent of the City of Ovilla to award a solid waste collection and disposal contract to Contractor for residential and commercial customers. The successful vendor must be able and willing to perform all of the five (5) essential services (manual solid waste collection, brush collection, bulky waste collection, and City solid waste removal service) listed under the base bid and recycling collection services listed under option (2).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Ovilla, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BID OPTION 1 (Residential and commercial): Please complete the following based on Contractors Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Experience: _____

Contractor's Background: _____

Contractor's Qualifications: _____

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery", please list out any additional information or plans the Contractor proposed for service delivery to the City of Ovilla, including a disposal site and pick-up plan.

Contractor's Proposed Pricing Schedule:**INCLUDE LANDFILL FEES IN BID AMOUNT.****PER UNIT PER MONTH**

- A. **Manual Solid Waste Collection**
Once a Week Collection (Transportation & Hauling costs) \$ _____
- B. **Brush, Bulky Collection, Hauling, Pickup, Landfill, Disposal Cost**
Once a Week Collection \$ _____
- C. **Solid Waste Removal Service at:**
City facilities as listed in Exhibit A \$ NO CHARGE

TOTAL RESIDENTIAL RATE FOR BASE BID OPTION 1: \$ _____**BID OPTION 1 COMMERCIAL HAND COLLECT ACCOUNTS:****Base Bid:**

Commercial Hand Collection - Once Per Week \$ _____

COMMERCIAL RATE SCHEDULE

Size/Pickup	<u>1xWeek</u>	<u>Extra</u>
2 Cu Yd		
3 Cu Yd		
4 Cu Yd		
6 Cu Yd		
8 Cu Yd		
10 Cu Yd		

ROLL OFF CONTAINERS: (Including Disposal Costs)

20 Cubic Yard Per Haul \$ _____
30 Cubic Yard Per Haul \$ _____
40 Cubic Yard Per Haul \$ _____
Other \$ _____
Delivery and Exchange \$ _____
Daily Container Rental \$ _____

COMPACTORS: (Including Disposal Costs)

30 Cubic Yard Compactor Haul Charge \$ _____
35 Cubic Yard Compactor Haul Charge \$ _____
42 Cubic Yard Compactor Haul Charge \$ _____
Other \$ _____

Other Services: (Including Disposal Costs)

Other \$ _____

BID OPTION 2: (Residential Curbside Recycling):

<u>INCLUDE LANDFILL FEES IN BID AMOUNT.</u>		<u>PER UNIT PER MONTH</u>
A. <i>Recyclable Materials Collection & Processing</i> (Paper products only) Once a Week Collection		\$ _____
	Once a Month Collection	\$ _____
B. <i>Recyclable Materials Collection & Processing</i> (Paper and Commingled items) Once a Week Collection		\$ _____
	Once a Month Collection	\$ _____
TOTAL MONTHLY RESIDENTIAL RATE FOR BASE BID OPTION 2:		\$ _____

LEASED EQUIPMENT RATES:

On a separate sheet labeled "Leased Equipment Rates – Exhibit 1B", please list out all equipment that the Contract expects to make available to Ovilla customers and the lease price for each piece.

EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:

On a separate sheet labeled "Emergency Response Supplemental Bulky Brush Collection – Exhibit 1C", please provide to City a quote on a per ten (10) cubic yard basis for emergency or disaster response related bulky brush pickup events.

LOCATION OF BUSINESS AND DISPOSAL SITES:

On a separate sheet labeled "Location of Business – Exhibit 1D", please provide to City a detail of where your main business is located and from what location will the trucks be dispatched for collections in the City of Ovilla. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF OVILLA, TEXAS FOR SOLID WASTE
COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

DRAFT

EXHIBIT A

<u>LOCATION/EVENT NAME-</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEAN UP (ONE DAY)	6	Contractor will need to deliver rollofs the morning of the event and empty when full and then collect after event.
	2	Contractor will need to provide rear loaded packer-type disposal truck.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service rolloff daily for one week.
HERITAGE DAY CELEBRATION	12	Contractor will need to deliver suitable containers one day prior to Heritage Day and collect them the first business day after Heritage Day.

DRAFT

EXHIBIT B

LEASED EQUIPMENT RATES:

DRAFT

EXHIBIT C

EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:

DRAFT

EXHIBIT D

LOCATION OF BUSINESS AND DISPOSAL SITES:

DRAFT

ATTACHMENT A

CURRENT RESIDENTIAL RATE SCHEDULE

Residential Curbside Service

Age 65 and Younger: \$10.27

Age 65 and Older: \$7.27

DRAFT

ATTACHMENT B

CURRENT PERFORMANCE STANDARDS

- I. Residential Collection
 - A. Schedule: Once Weekly
 - B. Hours of Operation: 7:00 a.m. – Until – Completion
 - C. Placement: Curbside
 - D. Approved Containers:
 - 1. Plastic bags, 1.5 ml thickness, thirty-five gallon maximum capacity.
 - 2. A watertight receptacle of solid and durable grade of material not to exceed thirty-five gallon maximum capacity.
 - E. Loose Brush:
 - 1. Loose brush to be collected each week at the same time residential garbage is collected.
 - 2. Brush is to be cut by homeowners 4 feet in width, 3 feet in height and 4 feet in length. (Approximately the size of a desk).
 - F. Bulky Items: Free collection one-time per week
 - G. Spillage: Any spillage caused by the Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the resident's responsibility.
- II. Commercial Hand Collection
 - A. Schedule: Once Weekly
 - B. Hours of Operation: 7:00 a.m. – Until – Completion
 - C. Placement: Curbside or alley
 - D. Approved Containers:
 - 1. Plastic bags, 1.5 ml thickness, thirty-five gallon maximum capacity.
 - 2. A watertight receptacle of solid and durable grade of material not to exceed thirty-five gallon maximum capacity.
 - E. Spillage: Any spillage caused by the Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the owners' responsibility.



ADDENDUM NUMBER 1

REVISIONS TO RFP FOR SOLID WASTE COLLECTION & DISPOSAL

August 15, 2008

QUESTIONS AND CLARIFICATIONS DERIVED FROM PRE-BID CONFERENCE ON WEDNESDAY, AUGUST 13, 2008 AT 3:00 P.M.

- 1.) Clarification on the number of free hauls to the City. The City requests one (1) 30-yard roll-off that is to be hauled 15 times a year as requested by the City and one (1) 8-yard dumpster to be emptied once a week. Please include in the proposal cost for additional hauls of the 30-yard roll-off.
- 2.) The Contractor will need to provide six (6) copies of the proposal instead of (3).
- 3.) Christmas tree recycling: One (1) 30-yard roll-off will need to be delivered and collected one week later. As an option, please provide a cost estimate for chipping the Christmas trees and leaving the chips for residents to pick up.
- 4.) Clarification on chippers: As an option, please include separately the charge for renting a chipper for Emergency Brush, including labor, with the contractor disposing of the chipped debris and or leaving the chips for residents to pick up. Please include the size of the chipper.
- 5.) The Heritage Day celebration containers should be a minimum of 60-gallon pushcarts.
- 6.) In reference to the Performance Bond, Section 8.01 shall be replaced and read as follows:

8.01 Performance Bond

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$175,000 and shall be valid for a term of one year, two years or five years. If the term is for less than five years, the Contractor shall renew the bond so that it is valid for the entire term of the contract.

The premium for the performance bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. A certificate shall be submitted to the City with the bond upon execution of the Contract and thereafter, 30 days prior to the expiration of the bond.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

- 7.) Clarifications regarding Commercial roll-offs currently in the City. As the current contract is not an exclusive contract and there is no current franchise fee charged, the City does not have an exact count of the number of contracted roll-offs currently in the City.
- 8.) Based on a manual count by city employees, the City currently has 10 businesses that receive service for 13 commercial dumpsters.
- 9.) Commercial Hand Collect accounts as noted in 12.03 shall be billed and collected by the City at the residential rate, excluding the franchise fee.
- 10.) The Contractor must submit a report to the City detailing charges for all services and remit the franchise fee for all commercial solid waste accounts quarterly in accordance with number 14 of the proposal.
- 11.) The rates submitted to the City in this *Request for Proposals* are to be submitted on a per month charge for services and the franchise fee is to be included in the monthly rate for all commercial solid waste accounts, excluding hand collect accounts.
- 12.) Bundle/bulky waste pick up will not exceed 1 cubic yard when offered with once-a-week hand collections. When offered as a separate once a month pickup, Bundle/bulky waste will not exceed 4 cubic yards. City is looking for recommendations on this issue.
- 13.) Clarification on the definitions of brush, bulky waste and bundles:
 - 1.04 BRUSH: PLANTS OR GRASS CLIPPINGS, LEAVES OR TREE TRIMMINGS.
 - 1.05 BULKY WASTES: STOVES, REFRIGERATORS WHICH HAVE CFC'S REMOVED BY A CERTIFIED TECHNICIAN, WATER TANKS, WASHING MACHINES, FURNITURE, AND WEIGHS MORE THAN 50 LBS., AND OTHER WASTE MATERIALS OTHER THAN CONSTRUCTION DEBRIS, DEAD ANIMALS, HAZARDOUS WASTE, OR STABLE MATTER WITH WEIGHTS OR VOLUMES GREATER THAN THOSE ALLOWED FOR CONTAINERS.
 - 1.06 BUNDLE: TREES, SHRUB, AND BRUSH TRIMMINGS OR NEWSPAPERS AND MAGAZINES SECURELY TIED TOGETHER FORMING AN EASILY HANDLED PACKAGE NOT EXCEEDING FOUR FEET IN LENGTH OR 35 LBS. IN WEIGHT.

The Contractor may propose weight limits and size with regard to bundle/bulky waste pick up in the proposal based on current industry standards.

- 14.) On the clean up events – the Annual Clean Up says Number: 6 – The number 6 means that we will need Six (6) 40-yard open top containers for the event; One (1) haul per container for a total of six hauls throughout the day for this event.
- 15.) The disposal site selected is to be determined by the Contractor. The Contractor shall notify the City of the disposal site selected. The City has the right to verify that the proposed site is a licensed disposal site.
- 16.) Copies of page 26 & 27 will be made available after bid opening to those in attendance. Those not present may request copies pursuant to the Texas Public Information Act.
- 17.) The City currently has 142 senior citizen trash accounts, which are charged \$7.27 per month for trash pickup. The City will factor in the senior citizen discount when it is billed. Please provide the proposal as if all residents were charged the same.



AGENDA ITEM REPORT

Item(s): **10** (City Secretary use only)

Meeting Date: March 11, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Council Request

Amount: N/A

Attachments:

1. N/A

Agenda Item / Topic:

ITEM 10. **DISCUSSION/ACTION** – Consider a request from Mr. Jeff Byers to name a city baseball field after his grandfather, Mr. Weldon Odell, and direct staff to return with a resolution.

Mr. Jeff Byers spoke during the Citizens Forum at January 28 Council meeting. He no longer resides in Ovilla but is still a property owner on Water Street in Ovilla where his parents and grandparents resided. Grandfather Weldon Odell was instrumental in building the baseball field behind the City Hall building and asked Council's consideration in naming a ball field park after his grandfather. There are various ball fields.

Discussion / Justification:

Item requested by PL3 Griffin.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL NAME (specific ball field) AFTER MR. WELDON ODELL AND DIRECT STAFF TO RETURN WITH RESOLUTION."