

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
Jacqueline Lee, City Administrator

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, April 22, 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, April 22, 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

- Public Works Public Works Director B. Piland
 - Building Renovation
 - Cockrell Hill Road
- Finance Department City Accountant S. Jungman
 - Monthly Financials
 - Fund Balance Calculation for Quarter Ending 03-31-2013
- Administration Interim CA J. Lee
 - Updates:
 - 1. CA Activity Report
 - 2. EDC Meeting
 - 3. TX Comptroller's Leadership Circle
 - 4. 713 W. Main
- 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.

- Minutes of the March 25, 2013 Regular Council Meeting
- Quarterly Investment Report

IV. REGULAR AGENDA

ITEM I. **DISCUSSION/ACTION** – Consider Ordinance 2013-007, Amending the Code of Ordinances, Chapter 3, Building Regulations, Article 3.04.001 Flood Damage Prevention Regulations.

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- ITEM 2.** **DISCUSSION/ACTION** – Consider proposed RFP for solid waste and recycling services to include a once-a-year household hazardous waste service day as an alternate bid item.
- ITEM 3.** **DISCUSSION/ACTION** – Consider proposed Dallas County Master Interlocal Agreement Governing Co-sponsored and/or Co-Funded Road and Bridge Maintenance Projects.
- ITEM 4.** **DISCUSSION/ACTION** – Consider proposed sign design for Weldon O'Dell Field, Ovilla's main ballpark and future purchases.
- ITEM 5.** **DISCUSSION/ACTION** – Consider proposed Resolution 2013-005, authorizing continued participation with the Steering Committee of cities served by Oncor and authorizing the payment of 10 cents per capita to the Steering Committee.
- ITEM 6.** **DISCUSSION/ACTION** – Consider approving reimbursements to affected employees the differences between pre-tax and post-tax calculations on gross wages from October 1, 2009 to the present which were discovered during the audit of the City's 125 Flex Plan performed by the City's independent auditor, Yeldell, Wilson and Co., P.C.
- ITEM 7.** **DISCUSSION/ACTION** – Consider approving the letter recommended by Yeldell, Wilson and Co., P.C. for contacting employees and informing them of the reimbursement of differences in pre-tax and post-tax calculations discovered during the audit of the City's 125 Flex Plan."
- ITEM 8.** **DISCUSSION/ACTION** – Deliberate the appointment employment, and/or duties of the interim City Administrator and/or permanent City Administrator.

V. EXECUTIVE SESSION

Closed Meeting called pursuant to Texas Government Code § 551.071 – Consultation with Attorney

- ITEM 6.** **DISCUSSION/ACTION** – Consider approving reimbursements to affected employees the differences between pre-tax and post-tax calculations on gross wages from October 1, 2009 to the present which were discovered during the audit of the City's 125 Flex Plan performed by the City's independent auditor, Yeldell, Wilson and Co., P.C.
- ITEM 7.** **DISCUSSION/ACTION** – Consider approving the letter recommended by Yeldell, Wilson and Co., P.C. for contacting employees and informing them of the reimbursement of differences in pre-tax and post-tax calculations discovered during the audit of the City's 125 Flex Plan."

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

- ITEM 8.** **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.**

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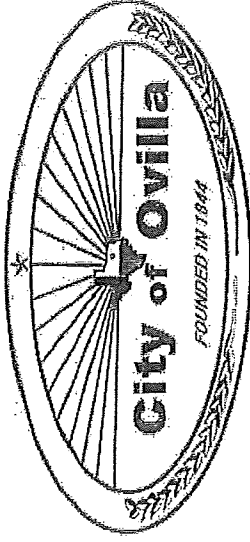
VI. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the April 22, 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 19th day of April 2013 prior to 6:00 p.m., in compliance with Chapter 55I, Texas Government Code.


Pamela Woodall, City Secretary

DATE OF POSTING: 4-19-13 TIME: 9:30 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.



DATE: 04-22-13

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

**SUBJECT: Profit & Loss Budget Vs. Actual
Thru March 2013**

City of Ovill, General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

			Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income						
	4000100 - Taxes						
	4000105 - Ad Valorem, Current		16,183	1,198,328	1,235,000	-36,672	97%
	4000110 - Ad Valorem, Delinquent		578	2,452	20,000	-17,548	12%
	4000113 - Interest/Penalties - Prop Tax		1,141	2,552	10,000	-7,448	26%
	4000120 - Sales Tax		12,393	86,806	155,000	-68,194	56%
	4000125 - Sales Tax - Street Improvement		3,098	21,700	32,500	-10,800	67%
	4000130 - Franchise Tax		24,468	44,859	150,000	-105,141	30%
	Total 4000100 - Taxes		57,861	1,356,697	1,602,500	-245,803	85%
	4000200 - Licenses and Permits						
	4000208 - Building Permits						
	4000210 - Residential Building Permits		2,649	5,701	6,500	-799	88%
	4000213 - Fire Inspection Permits		150	600	1,000	-400	60%
	4000214 - Misc Building Permits		959	4,730	10,000	-5,270	47%
	Total 4000208 - Building Permits		3,758	11,031	17,500	-6,469	63%
	4000230 - Plan Review Fee		1,257	2,383	3,000	-617	79%
	4000260 - Alarm Permits		220	1,125	2,000	-875	56%
	4000270 - Animal Tag Fees		444	1,416	3,000	-1,584	47%
	4000272 - Impound Fees		85	690	1,550	-860	45%
	4000290 - Misc Licenses and Permits		30	595	1,000	-405	60%
	Total 4000200 - Licenses and Permits		5,794	17,240	28,050	-10,810	61%
	4000400 - Charges for Services						
	4000325 - ESD #2		0	0	145,000	-145,000	0%
	4000330 - ESD #4		0	0	39,000	-39,000	0%
	4000411 - Copies and Maps		0	28	75	-47	37%
	4000415 - Police Reports		12	102	100	2	102%
	4000440 - Oak Leaf Animal Control		0	836	2,000	-1,164	42%
	4000450 - Subdivision Fees		0	43,268	1,000	42,268	4,327%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	4000480 - Solid Waste (Garbage)	17,427	101,357	196,000	-94,643	52%
	4000490 - Misc Charges for Services	338	1,016	2,500	-1,484	41%
	Total 4000400 - Charges for Services	17,777	146,607	385,675	-239,068	38%
	4000500 - Fines and Forfeitures					
	4000510 - Fines - Police	8,795	39,769	85,000	-45,231	47%
	4000520 - Fines - Animal Control	0	1,128	1,000	128	113%
	4000525 - Fines - Code Enforcement	0	408	2,000	-1,592	20%
	4000590 - Misc Fines and Forfeitures	0	25	150	-125	17%
	Total 4000500 - Fines and Forfeitures	8,795	41,330	88,150	-46,820	47%
	4000800 - Other Revenue					
	4000810 - Heritage Day	900	2,218	5,500	-3,282	40%
	4000820 - Water Tower Lease	5,689	32,079	82,000	-49,921	39%
	4000840 - Interest Earned	418	3,897	4,000	-103	97%
	4000861 - ESD #2 Cert Grant	0	28			
	4000867 - HB3667 TX.Forest Service Grant	0	0	3,840	-3,840	0%
	4000870 - Insurance Proceeds	0	3,401			
	4000885 - Proceeds from Sale of Assets	0	14,400			
	4000887 - HOA Revenue	0	0	1,015	-1,015	0%
	4000890 - Misc Other Revenue	85	1,291	4,500	-3,209	29%
	Total 4000800 - Other Revenue	7,092	57,314	100,855	-43,541	57%
	4000900 - Transfers In					
	4000925 - Transfer In - 4B-EDC	0	0	2,500	-2,500	0%
	4000930 - Transfer In From W&S Fund	29,075	58,150	116,301	-58,151	50%
	4000940 - Transfer in MIDD Fund	0	0	500	-500	0%
	Total 4000900 - Transfers In	29,075	58,150	119,301	-61,151	49%
	Total Income	126,394	1,677,338	2,324,531	-647,193	72%

City of Ovill General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Gross Profit	126,394	1,677,338	2,324,531	-647,193	72%
	Expense					
	10 - Administration					
	5101100 - Salaries & Wages					
	5101110 - City Administrator	0	14,666	63,225	-48,559	23%
	5101115 - City Secretary	2,308	17,835	36,375	-18,540	49%
	5101117 - City Accountant	2,229	18,312	37,500	-19,188	49%
	5101120 - Part Time- Admin. Support	742	3,334	7,700	-4,366	43%
	Total 5101100 - Salaries & Wages	5,279	54,147	144,800	-90,653	37%
	5102100 - Employee Benefits					
	5102110 - Group Insurance	803	5,722	16,350	-10,628	35%
	5102135 - TMRS	665	3,720	7,550	-3,830	49%
	5102160 - Worker's Compensation	0	217	440	-223	49%
	5102170 - Payroll Taxes	278	1,357	3,250	-1,893	42%
	5102180 - Unemployment Taxes	0	0	1,000	-1,000	0%
	5102196 - Indiv. Membership Dues	0	230	700	-470	33%
	Total 5102100 - Employee Benefits	1,746	11,246	29,290	-18,044	38%
	5102200 - Special Services					
	5102210 - Tax Assessing & Collecting Fees	0	1,553	1,800	-247	86%
	5102220 - Tax Appraisal Fee	0	6,814	14,000	-7,186	49%
	5102230 - Legal Fees	990	3,564	40,000	-36,436	9%
	5102240 - Audit	0	7,155	7,155	0	100%
	5102250 - Accounting	0	0	2,000	-2,000	0%
	5102260 - Engineering Fees	0	11	1,000	-989	1%
	Total 5102200 - Special Services	990	19,097	65,955	-46,858	29%
	5102300 - Contractual Services					

City of Ovillo General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5102310 • Consultant Fees	2,687	8,065	30,000	-21,935	27%
	Total 5102300 • Contractual Services	2,687	8,065	30,000	-21,935	27%
	5102500 • Operating Services					
	5102530 • Custodial Service Contract	265	1,590	3,600	-2,010	44%
	Total 5102500 • Operating Services	265	1,590	3,600	-2,010	44%
	5102600 • Special Expenses					
	5102610 • Election - Payroll	0	0	850	-850	0%
	5102620 • Election - Supplies	552	1,239	2,725	-1,486	45%
	5102630 • Election Meeting Expense	0	0	100	-100	0%
	5102650 • Codification Book Update	0	375	2,000	-1,625	19%
	Total 5102600 • Special Expenses	552	1,614	5,675	-4,061	28%
	5103100 • General Supplies					
	5103110 • Office Supplies	501	2,821	6,000	-3,179	47%
	5103140 • Uniforms	0	88	300	-212	29%
	Total 5103100 • General Supplies	501	2,909	6,300	-3,391	46%
	5103400 • Maintenance Supplies / Parts					
	5103410 • Supplies - Custodial	142	354	1,916	-1,562	18%
	5103440 • Maintenance Agreement Expense	0	235	900	-665	26%
	5103460 • Miscellaneous	0	0	200	-200	0%
	Total 5103400 • Maintenance Supplies / Parts	142	589	3,016	-2,427	20%
	5104200 • Travel Expenses					
	5104210 • Travel - Local	0	160	500	-340	32%
	5104220 • Professional Development	17	1,116	5,000	-3,884	22%
	5104222 • Professional Develop - Council	0	260	1,500	-1,240	17%
	5104225 • City Council Meal Expense	59	857	800	57	107%
	5104230 • Professional Develop - In-House	0	0	100	-100	0%

City of Ovillo General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Total 5104200 - Travel Expenses	76	2,393	7,900	-5,507	30%
	5105200 - Data Processing Expenses					
	5105230 - Data Proc-Maintenance & Repair	779	2,337	4,500	-2,163	52%
	5105240 - Data Processing - Software	0	4,779	10,000	-5,221	48%
	Total 5105200 - Data Processing Expenses	779	7,116	14,500	-7,384	49%
	5105300 - Printing Expense					
	5105310 - Copier Expense	255	1,530	4,800	-3,270	32%
	5105320 - Printing - Newsletters	0	1,072	4,800	-3,728	22%
	5105330 - Printing - Forms	230	550	2,000	-1,450	28%
	5105350 - Printing - Other	0	237	500	-263	47%
	Total 5105300 - Printing Expense	485	3,389	12,100	-8,711	28%
	5105400 - Utilities					
	5105410 - Telephone	111	645	1,200	-555	54%
	5105415 - Cellular Phone	82	493	1,100	-607	45%
	5105417 - Internet	68	396	775	-379	51%
	5105450 - Electricity	272	1,482	6,500	-5,018	23%
	Total 5105400 - Utilities	533	3,016	9,575	-6,559	31%
	5105500 - Repairs & Bldg Improvements					
	5105520 - Repairs - Buildings	283	1,438	7,000	-5,562	21%
	5105540 - Repairs - Machinery & Equipment	0	208	1,000	-792	21%
	5105590 - Repairs - Other	0	0	500	-500	0%
	Total 5105500 - Repairs & Bldg Improvements	283	1,646	8,500	-6,854	19%
	5105600 - Insurance					
	5105610 - Insurance - Property	0	562	1,250	-688	45%
	5105620 - Insurance - Liability	0	692	1,385	-693	50%
	5105630 - Insurance - Fidelity Bond	0	250	500	-250	50%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5105635 • Public Officials Surety Bonds	0	0	900	-900	0%
	Total 5105600 • Insurance	0	1,504	4,035	-2,531	37%
	5105700 • Other Expenses					
	5105705 • Postage	25	553	6,000	-5,447	9%
	5105710 • Cash - Over/Short	0	0	10	-10	0%
	5105725 • Records Management Expense	0	100	1,000	-900	10%
	5105730 • City - Memberships	0	1,340	2,100	-760	64%
	5105740 • Legal Notices/Advertisement	827	1,161	6,000	-4,839	19%
	5105752 • Employment Screening	0	77	300	-223	26%
	5105760 • Bank Service Charge	0	6	25	-19	24%
	5105764 • Filing Fees	0	275	250	25	110%
	5105765 • Miscellaneous	98	231	2,000	-1,769	12%
	Total 5105700 • Other Expenses	950	3,743	17,685	-13,942	21%
	5106400 • Minor Capital Outlay					
	5106440 • Machinery & Equipment	0	1,615	2,500	-885	65%
	5106465 • Furniture	0	0	1,375	-1,375	0%
	5106470 • Audio & Visual Equipment	0	0	2,000	-2,000	0%
	Total 5106400 • Minor Capital Outlay	0	1,615	5,875	-4,260	27%
	5109000 • Reserves					
	5109001 • Reserve for Contingency	0	0	44,644	-44,644	0%
	Total 5109000 • Reserves	0	0	44,644	-44,644	0%
	Total 10 • Administration	15,268	123,679	413,450	-289,771	30%
	20 • Police					
	5201100 • Salaries & Wages					
	5201120 • Police Chief	7,130	30,826	59,995	-29,169	51%
	5201143 • Command Staff	5,578	24,119	46,950	-22,831	51%

City of Ovilla - General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5201150 • Certification Pay	277	1,202	2,400	-1,198	50%
	5201180 • Merit Raises - Staff	0	0	3,208	-3,208	0%
	Total 5201100 • Salaries & Wages	12,985	56,147	112,553	-56,406	50%
	5201400 • Support Salaries					
	5201405 • Support Staff	2,498	10,804	21,029	-10,225	51%
	5201410 • Patrol	28,040	117,935	236,392	-118,457	50%
	5201415 • Certification Pay	242	1,052	5,100	-4,048	21%
	5201480 • Merit Raises	0	0	7,092	-7,092	0%
	5201490 • Overtime	1,405	3,873	6,600	-2,727	59%
	Total 5201400 • Support Salaries	32,185	133,664	276,213	-142,549	48%
	5202100 • Employee Benefits					
	5202110 • Group Insurance	4,218	24,052	54,360	-30,308	44%
	5202135 • TMRS	2,656	10,555	21,405	-10,850	49%
	5202160 • Worker's Compensation	0	4,000	8,550	-4,550	47%
	5202170 • Payroll Taxes	660	2,828	5,445	-2,617	52%
	5202196 • Membership Dues	0	275	315	-40	87%
	Total 5202100 • Employee Benefits	7,534	41,710	90,075	-48,365	46%
	5202300 • Contractual Services					
	5202355 • Contract Labor - Individual	0	0	500	-500	0%
	5202356 • Gingerbread House	0	1,000	1,000	0	100%
	5202380 • Dispatch	0	6,198	13,135	-6,937	47%
	5202385 • Jail Expense	0	1,000	2,000	-1,000	50%
	Total 5202300 • Contractual Services	0	8,198	16,635	-8,437	49%
	5202500 • Operating Services					
	5202540 • Computer Maintenance	0	375	500	-125	75%
	5202560 • Internet Subscriptions	0	0	620	-620	0%
	Total 5202500 • Operating Services	0	375	1,120	-745	33%

City of Ovilla - General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

			Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
		5202600 • Special Expenses					
		5202675 • National Night Out	0	306	500	-194	61%
		Total 5202600 • Special Expenses	0	306	500	-194	61%
		5203100 • General Supplies					
		5203110 • Office Supplies	126	462	1,500	-1,038	31%
		5203140 • Uniforms	0	555	1,400	-845	40%
		5203170 • Evidence Gathering	0	31	300	-269	10%
		Total 5203100 • General Supplies	126	1,048	3,200	-2,152	33%
		5203400 • Maintenance Supplies & Parts					
		5203410 • Supplies - Custodial	126	189	600	-411	32%
		Total 5203400 • Maintenance Supplies & Parts	126	189	600	-411	32%
		5204200 • Travel Expenses					
		5204210 • Travel - Local	0	0	300	-300	0%
		5204220 • Professional Development	188	338	2,000	-1,662	17%
		5204270 • Vehicle Expenses	2,758	12,563	24,000	-11,437	52%
		Total 5204200 • Travel Expenses	2,946	12,901	26,300	-13,399	49%
		5205200 • Data Processing Expenses					
		5205220 • Data Proc - Equipment Rental	0	0	400	-400	0%
		5205240 • Data Processing - Software	0	18,326	18,330	-4	100%
		Total 5205200 • Data Processing Expenses	0	18,326	18,730	-404	98%
		5205300 • Printing Expenses					
		5205310 • Copier Expense	110	660	1,500	-840	44%
		5205330 • Printing - Forms	0	0	600	-600	0%
		5205350 • Printing - Other	0	87	600	-513	15%
		Total 5205300 • Printing Expenses	110	747	2,700	-1,953	28%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5205400 - Utilities					
	5205410 - Telephone	120	696	1,300	-604	54%
	5205415 - Cellular Phone	106	636	1,550	-914	41%
	5205417 - Internet - PD	123	723	950	-227	76%
	5205420 - Wireless Cards	190	1,140	2,350	-1,210	49%
	5205450 - Electricity	302	1,559	4,000	-2,441	39%
	Total 5205400 - Utilities	841	4,754	10,150	-5,396	47%
	5205500 - Repairs & Building Improvements					
	5205520 - Repairs - Building	0	0	300	-300	0%
	5205540 - Repairs- Machinery & Equipment	492	492	700	-208	70%
	5205550 - Repairs - Vehicles	234	2,456	7,500	-5,044	33%
	Total 5205500 - Repairs & Building Improvements	726	2,948	8,500	-5,552	35%
	5205600 - Insurance					
	5205610 - Insurance - Property	0	800	1,600	-800	50%
	5205620 - Insurance - Liability	0	2,572	5,200	-2,628	49%
	5205640 - Insurance - Vehicle	0	1,110	2,600	-1,490	43%
	Total 5205600 - Insurance	0	4,482	9,400	-4,918	48%
	5205700 - Other Expenses					
	5205752 - Employment Screening	0	65	600	-535	11%
	5205742 - Public Relations	0	0	100	-100	0%
	5205765 - Miscellaneous	12	345	1,800	-1,455	19%
	Total 5205700 - Other Expenses	12	410	2,500	-2,090	16%
	5206400 - Minor Capital Outlay					
	5206440 - Machinery & Equipment	0	1,098	1,150	-52	95%
	5206445 - Personal Protective Equipment	0	623	2,000	-1,377	31%
	Total 5206400 - Minor Capital Outlay	0	1,721	3,150	-1,429	55%

City of Ovillo - General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Total 20 - Police	57,591	287,926	582,326	-294,400	49%
	25 - Municipal Court					
	5251100 - Salaries & Wages					
	5251140 - Municipal Judge	440	2,640	6,000	-3,360	44%
	Total 5251100 - Salaries & Wages	440	2,640	6,000	-3,360	44%
	5251400 - Support Staff					
	5251405 - Support Staff	3,322	14,360	27,975	-13,615	51%
	5251420 - Jury Fees	0	36	200	-164	18%
	5251425 - City Prosecutor	346	3,330	8,500	-5,170	39%
	5251480 - Merit Raises	0	0	850	-850	0%
	5251490 - Overtime	0	479	1,000	-521	48%
	Total 5251400 - Support Staff	3,668	18,205	38,525	-20,320	47%
	5252100 - Employee Benefits					
	5252110 - Group Insurance	453	2,718	5,440	-2,722	50%
	5252135 - TMRS	195	808	1,600	-792	51%
	5252160 - Worker's Compensation	0	54	110	-56	49%
	5252170 - Payroll Taxes	47	210	425	-215	49%
	5252196 - Membership Dues	0	0	80	-80	0%
	Total 5252100 - Employee Benefits	695	3,790	7,655	-3,865	50%
	5252300 - Contractual Services					
	5252375 - Traffic Fines	0	15,226	38,000	-22,774	40%
	Total 5252300 - Contractual Services	0	15,226	38,000	-22,774	40%
	5252500 - Operating Services					
	5252540 - Computer Maintenance	0	0	150	-150	0%
	Total 5252500 - Operating Services	0	0	150	-150	0%

City of Ovill General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5253100 • General Supplies					
	5253110 • Office Supplies	0	75	75	0	100%
	5253140 • Uniforms	0	28	75	-47	37%
	Total 5253100 • General Supplies	0	103	150	-47	69%
	5254200 • Travel Expenses					
	5254210 • Travel - Local	0	0	25	-25	0%
	5254220 • Professional Development	0	24	100	-76	24%
	Total 5254200 • Travel Expenses	0	24	125	-101	19%
	5255200 • Data Processing Expenses					
	5255240 • Data Processing - SW Maint.	0	1,687	1,735	-48	97%
	Total 5255200 • Data Processing Expenses	0	1,687	1,735	-48	97%
	5255300 • Printing Expense					
	5255350 • Printing - Other	0	0	150	-150	0%
	Total 5255300 • Printing Expense	0	0	150	-150	0%
	5255600 • Insurance					
	5255620 • Insurance - Liability	0	86	250	-164	34%
	5255630 • Insurance - Fidelity Bond	0	0	50	-50	0%
	Total 5255600 • Insurance	0	86	300	-214	29%
	5255700 • Other Expenses					
	5255752 • Employment Screening	0	0	35	-35	0%
	5255765 • Miscellaneous	0	0	75	-75	0%
	Total 5255700 • Other Expenses	0	0	110	-110	0%
	Total 25 • Municipal Court	4,803	41,761	92,900	-51,139	45%

City of Ovill General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	30 - Fire					
	5301100 - Salaries & Wages					
	5301130 - Asst. Fire Chief	4,500	19,500	39,000	-19,500	50%
	5301140 - Fire Captains	9,147	38,828	93,600	-54,772	41%
	5301180 - Merit Raises - Staff	0	0	2,000	-2,000	0%
	Total 5301100 - Salaries & Wages	13,647	58,328	134,600	-76,272	43%
	5301400 - Support Salaries					
	5301440 - Firefighters	23,140	102,047	196,200	-94,153	52%
	5301480 - Merit Raises	0	0	5,800	-5,800	0%
	5301485 - Volunteer Incentive Program	1,355	6,876	13,000	-6,124	53%
	Total 5301400 - Support Salaries	24,495	108,923	215,000	-106,077	51%
	5302100 - Employee Benefits					
	5302135 - TMRS	265	1,082	2,300	-1,218	47%
	5302137 - Volunteer Retirement	504	1,260	2,500	-1,240	50%
	5302160 - Worker's Compensation	0	9,270	12,500	-3,230	74%
	5302170 - Payroll Taxes	2,534	11,058	23,500	-12,442	47%
	5302196 - Membership Dues	100	1,355	2,000	-645	68%
	Total 5302100 - Employee Benefits	3,403	24,025	42,800	-18,775	56%
	5302300 - Contractual Services					
	5302310 - Consultant Fees	0	0	1,600	-1,600	0%
	5302380 - Dispatch	0	6,198	12,500	-6,302	50%
	5302385 - Emergency Transport Service	0	30,686	61,400	-30,714	50%
	Total 5302300 - Contractual Services	0	36,884	75,500	-38,616	49%
	5302500 - Operating Services					
	5302510 - Maintenance Agreements	140	1,594	10,505	-8,911	15%
	5302540 - Computer Maintenance	0	226	2,000	-1,774	11%

City of Ovill, eneral Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5302570 · Warning System Maintenance	0	780	780	0	100%
	5302580 · Generator Maintenance	0	0	1,380	-1,380	0%
	Total 5302500 · Operating Services	140	2,600	14,665	-12,065	18%
	5302600 · Special Expenses					
	5302675 · National Night Out	0	0	500	-500	0%
	Total 5302600 · Special Expenses	0	0	500	-500	0%
	5303100 · General Supplies					
	5303110 · Office Supplies	113	603	1,400	-797	43%
	5303140 · Uniforms	192	2,012	4,000	-1,988	50%
	5303160 · Medical Supplies	516	2,519	5,000	-2,481	50%
	5303165 · Medical Support	0	149	500	-351	30%
	5303170 · Evidence Gathering	0	0	50	-50	0%
	5303175 · Education Aids	44	44	50	-6	88%
	Total 5303100 · General Supplies	865	5,327	11,000	-5,673	48%
	5303400 · Maintenance Supplies & Parts					
	5303410 · Supplies - Custodial	21	526	2,400	-1,874	22%
	5303420 · Building Alarm Maintenance	0	420	420	0	100%
	Total 5303400 · Maintenance Supplies & Parts	21	946	2,820	-1,874	34%
	5304200 · Travel Expenses					
	5304220 · Professional Development	0	630	1,000	-370	63%
	5304270 · Vehicle Expenses	833	4,302	10,000	-5,698	43%
	Total 5304200 · Travel Expenses	833	4,932	11,000	-6,068	45%
	5305200 · Data Processing Expenses					
	5305230 · Data Proc-Maintenance & Repair	0	507	500	7	101%
	5305240 · Data Processing - Software	0	2,850	2,850	0	100%
	Total 5305200 · Data Processing Expenses	0	3,357	3,350	7	100%

City of Ovillo - General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5305300 - Printing Expense					
	5305310 - Copier Expense	213	1,482	3,100	-1,618	48%
	5305330 - Printing - Forms	0	0	100	-100	0%
	Total 5305300 - Printing Expense	213	1,482	3,200	-1,718	46%
	5305400 - Utilities					
	5305410 - Telephone	216	1,015	2,100	-1,085	48%
	5305415 - Cellular Phone	22	353	1,200	-847	29%
	5305417 - Internet - Fire Dept.	344	2,033	3,600	-1,567	56%
	5305430 - Natural Gas	268	1,229	1,200	29	102%
	5305450 - Electricity	356	1,942	8,000	-6,058	24%
	Total 5305400 - Utilities	1,206	6,572	16,100	-9,528	41%
	5305500 - Repairs & Bldg Improvements					
	5305520 - Repairs - Building	0	730	4,500	-3,770	16%
	5305540 - Repairs - Machinery & Equipment	609	12,748	19,000	-6,252	67%
	5305545 - Repairs - Apparatus	1,807	3,956	12,000	-8,044	33%
	5305550 - Repairs - Vehicles	44	226	3,500	-3,274	6%
	Total 5305500 - Repairs & Bldg Improvements	2,460	17,660	39,000	-21,340	45%
	5305600 - Insurance					
	5305610 - Insurance - Property	0	0	60	-60	0%
	5305620 - Insurance - Liability	0	5,014	6,500	-1,486	77%
	5305640 - Insurance - Vehicle	0	4,884	10,000	-5,116	49%
	Total 5305600 - Insurance	0	9,898	16,560	-6,662	60%
	5305700 - Other Expenses					
	5305705 - Postage	0	0	200	-200	0%
	5305752 - Employment Screening	0	156	700	-544	22%
	5305765 - Flags & Miscellaneous	0	0	0	0	0%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5305770 - Matching Fire Grant Expense	0	0	50	-50	0%
	Total 5305700 - Other Expenses	0	156	950	-794	16%
	5306400 - Minor Capital Outlay					
	5306440 - Machinery & Equipment	21	47	10,800	-10,753	0%
	5306445 - Personal Protective Equipment	0	10,449	20,500	-10,051	51%
	Total 5306400 - Minor Capital Outlay	21	10,496	31,300	-20,804	34%
	Total 30 - Fire	47,304	291,586	618,345	-326,759	47%
	40 - Community Services					
	5401100 - Salaries & Wages					
	5401135 - ACO/Code Enforcement Officer	4,048	17,503	34,200	-16,697	51%
	5401180 - Merit Raises - Staff	0	0	1,025	-1,025	0%
	5401190 - Overtime	0	0	150	-150	0%
	Total 5401100 - Salaries & Wages	4,048	17,503	35,375	-17,872	49%
	5402100 - Employee Benefits					
	5402110 - Group Insurance	350	2,100	5,440	-3,340	39%
	5402135 - TMRS	242	987	2,000	-1,013	49%
	5402160 - Worker's Compensation	0	36	275	-239	13%
	5402170 - Payroll Taxes	65	289	550	-261	53%
	5402190 - License	0	0	200	-200	0%
	Total 5402100 - Employee Benefits	657	3,412	8,465	-5,053	40%
	5402300 - Contractual Services					
	5402315 - Contract Building Inspections	2,881	7,266	10,000	-2,734	73%
	5402325 - Fire Inspections	0	0	600	-600	0%
	5402370 - Impound Fees	40	405	2,000	-1,595	20%
	Total 5402300 - Contractual Services	2,921	7,671	12,600	-4,929	61%

City of Ovillo General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5402500 - Operating Services					
	5402540 - Computer Maintenance	0	0	100	-100	0%
	Total 5402500 - Operating Services	0	0	100	-100	0%
	5402600 - Special Expenses					
	5402685 - Clean up Day	0	0	100	-100	0%
	Total 5402600 - Special Expenses	0	0	100	-100	0%
	5403100 - General Supplies					
	5403110 - Office Supplies	0	26	35	-9	74%
	5403120 - Animal Care	0	185	240	-55	77%
	5403122 - Pet Supplies	66	186	200	-14	93%
	5403140 - Uniforms	0	226	350	-124	65%
	Total 5403100 - General Supplies	66	623	825	-202	76%
	5403400 - Maintenance Supplies & Parts					
	5403460 - Miscellaneous	0	0	100	-100	0%
	Total 5403400 - Maintenance Supplies & Parts	0	0	100	-100	0%
	5404200 - Travel Expenses					
	5404210 - Travel - Local	0	0	25	-25	0%
	5404220 - Professional Development	13	13	200	-187	7%
	5404270 - Vehicle Expenses	157	797	1,800	-1,003	44%
	Total 5404200 - Travel Expenses	170	810	2,025	-1,215	40%
	5405200 - Data Processing Expenses					
	5405230 - Data Proc-Maintenance & Repairs	0	0	100	-100	0%
	Total 5405200 - Data Processing Expenses	0	0	100	-100	0%
	5405300 - Printing Expense					

City of Ovill, eneral Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

			Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
		5405330 · Printing - Forms	0	0	150	-150	0%
		Total 5405300 · Printing Expense	0	0	150	-150	0%
		5405400 · Utilities					
		5405415 · Cellular Phone	41	248	700	-452	35%
		Total 5405400 · Utilities	41	248	700	-452	35%
		5405600 · Insurance					
		5405610 · Insurance - Property	0	4	8	-4	50%
		5405620 · Insurance - Liability	0	102	205	-103	50%
		5405640 · Insurance - Vehicle	0	262	525	-263	50%
		Total 5405600 · Insurance	0	368	738	-370	50%
		5405700 · Other Expenses					
		5405765 · Miscellaneous	0	65	100	-35	65%
		Total 5405700 · Other Expenses	0	65	100	-35	65%
		5406400 · Minor Capital Outlay					
		5406440 · Machinery & Equipment	0	0	826	-826	0%
		Total 5406400 · Minor Capital Outlay	0	0	826	-826	0%
		Total 40 · Community Services	7,903	30,700	62,204	-31,504	49%
		45 · Solid Waste					
		5455400 · Utilities					
		5455465 · Solidwaste Pickup (Garbage)	0	83,127	198,000	-114,873	42%
		Total 5455400 · Utilities	0	83,127	198,000	-114,873	42%
		Total 45 · Solid Waste	0	83,127	198,000	-114,873	42%
		50 · Streets					

City of Ovila - General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

			Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5501400 - Support Staff						
	5501415 - Maintenance Crew		2,460	9,758	22,500	-12,742	43%
	5501480 - Merit Raises		0	0	700	-700	0%
	5501490 - Overtime		92	508	1,500	-992	34%
	5501500 - Streets - On Call		50	150	750	-600	20%
	Total 5501400 - Support Staff		2,602	10,416	25,450	-15,034	41%
	5502100 - Employee Benefits						
	5502110 - Group Insurance		453	2,265	5,440	-3,175	42%
	5502135 - TMRS		153	583	1,350	-767	43%
	5502160 - Worker's Compensation		0	1,198	1,745	-547	69%
	5502170 - Payroll Taxes		38	152	375	-223	41%
	5502190 - License		0	0	122	-122	0%
	Total 5502100 - Employee Benefits		644	4,198	9,032	-4,834	46%
	5502200 - Special Services						
	5502280 - NCTCOG- SWMP Fees		0	2,425	6,250	-3,825	39%
	Total 5502200 - Special Services		0	2,425	6,250	-3,825	39%
	5502600 - Special Expenses						
	5502620 - Emergency Clean Up		0	0	2,500	-2,500	0%
	Total 5502600 - Special Expenses		0	0	2,500	-2,500	0%
	5503100 - General Supplies						
	5503110 - Office Supplies		0	0	100	-100	0%
	5503140 - Uniforms		0	224	400	-176	56%
	Total 5503100 - General Supplies		0	224	500	-276	45%
	5503400 - Maintenance Supplies & Parts						
	5503405 - Drainage Maintenance		0	0	500	-500	0%
	5503420 - Supplies - Street Signs		474	854	2,000	-1,146	43%

City of Ovi. General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5503460 • Miscellaneous	0	102	214	-112	48%
	Total 5503400 • Maintenance Supplies & Parts	474	956	2,714	-1,758	35%
	5504200 • Travel Expenses					
	5504220 • Professional Development	0	0	500	-500	0%
	5504270 • Vehicle Expenses	601	2,033	6,000	-3,967	34%
	Total 5504200 • Travel Expenses	601	2,033	6,500	-4,467	31%
	5505300 • Printing Expense					
	5505350 • Printing - Other	0	0	300	-300	0%
	Total 5505300 • Printing Expense	0	0	300	-300	0%
	5505400 • Utilities					
	5505450 • Electricity	3,446	17,720	45,500	-27,780	39%
	Total 5505400 • Utilities	3,446	17,720	45,500	-27,780	39%
	5505500 • Repairs & Bldg Improvements					
	5405520 • Repairs - Building	0	0	1,000	-1,000	0%
	5505540 • Repairs - Machinery & Equipment	228	1,450	3,000	-1,550	48%
	5505550 • Repairs - Vehicles	0	1,022	2,500	-1,478	41%
	5505560 • Repairs -Street Maint.& Repairs	2,050	14,962	50,000	-35,038	30%
	5505565 • Repairs - Infrastructure Drainage	0	1,851	5,000	-3,149	37%
	5505590 • Repairs - Other	56	299	1,500	-1,201	20%
	Total 5505500 • Repairs & Bldg Improvements	2,334	19,584	63,000	-43,416	31%
	5505600 • Insurance					
	5505610 • Insurance - Property	0	80	100	-20	80%
	5505620 • Insurance - Liability	0	490	1,000	-510	49%
	5505640 • Insurance - Vehicle	0	1,590	3,400	-1,810	47%
	Total 5505600 • Insurance	0	2,160	4,500	-2,340	48%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5505700 - Other Expenses					
	5505752 - Employment Screening	0	100	100	0	100%
	Total 5505700 - Other Expenses	0	100	100	0	100%
	5506400 - Minor Capital Outlay					
	5506440 - Machinery & Equipment	0	0	8,100	-8,100	0%
	5506445 - Personal Protective Equipment	235	235	300	-65	78%
	5506490 - Other	0	32	500	-468	6%
	Total 5506400 - Minor Capital Outlay	235	267	8,900	-8,633	3%
	5507400 - Capitalized Assets					
	5507440 - Machinery & Equipment	0	0	8,000	-8,000	0%
	5507460 - Infrastructure	0	0	148,000	-148,000	0%
	Total 5507400 - Capitalized Assets	0	0	156,000	-156,000	0%
	Total 50 - Streets	10,336	60,083	331,246	-271,163	18%
	60 - Parks					
	5602400 - Rentals					
	5602490 - Rental - Other	210	1,259	2,900	-1,641	43%
	Total 5602400 - Rentals	210	1,259	2,900	-1,641	43%
	5602600 - Special Expenses					
	5602680 - Heritage Day	0	0	8,000	-8,000	0%
	Total 5602600 - Special Expenses	0	0	8,000	-8,000	0%
	5603400 - Maintenance Supplies & Parts					
	5603460 - Miscellaneous	0	0	250	-250	0%
	Total 5603400 - Maintenance Supplies & Parts	0	0	250	-250	0%

City of Ovi... General Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

			Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
		5605400 • Utilities					
		5605450 • Electricity	651	3,107	9,000	-5,893	35%
		Total 5605400 • Utilities	651	3,107	9,000	-5,893	35%
		5605500 • Repairs & Bldg Improvements					
		5605520 • Repairs - Building	236	236	500	-264	47%
		5605530 • REPAIRS-IMP OTHER THAN BLDGS	0	201	1,000	-799	20%
		Total 5605500 • Repairs & Bldg Improvements	236	437	1,500	-1,063	29%
		5605600 • Insurance					
		5605610 • Insurance - Property	0	0	160	-160	0%
		5605620 • Insurance - Liability	0	24	50	-26	48%
		Total 5605600 • Insurance	0	24	210	-186	11%
		5605700 • Other Expenses					
		5605765 • Miscellaneous	48	206	200	6	103%
		Total 5605700 • Other Expenses	48	206	200	6	103%
		5606400 • Minor Capital Outlay					
		5606410 • Land Improvements	156	252	500	-248	50%
		5606440 • Machinery & Equipment	0	241	500	-259	48%
		Total 5606400 • Minor Capital Outlay	156	493	1,000	-507	49%
		5607400 • Capitalized Assets					
		5607440 • Machinery & Equipment	500	500	3,000	-2,500	17%
		Total 5607400 • Capitalized Assets	500	500	3,000	-2,500	17%
		Total 60 • Parks	1,801	6,026	26,060	-20,034	23%
		6560 • Payroll Expenses	0	0			

Ovilla V. Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000400 · Charges for Services					
	4000460 · Water Sales	44,388	441,674	1,100,000	-658,326	40%
	4000461 · Sewer Service	11,765	71,944	150,000	-78,056	48%
	4000465 · Water & Sewer Penalties	1,043	9,225	19,000	-9,775	49%
	4000471 · Reconnect Fees	526	3,086	5,000	-1,914	62%
	4000472 · Meters	575	575			
	4000473 · Connect Fees	75	950	2,000	-1,050	48%
	4000478 · Infrastructure Improvement Fee	4,835	28,154	55,000	-26,846	51%
	4000480 · Solid Waste Fees (Garbage)	0	0			
	Total 4000400 · Charges for Services	63,207	555,608	1,331,000	-775,392	42%
	4000800 · Other Revenue					
	4000840 · Interest Earned	233	1,370	2,500	-1,130	55%
	4000890 · Misc Other Revenue	1,250	2,500	5,000	-2,500	50%
	Total 4000800 · Other Revenue	1,483	3,870	7,500	-3,630	52%
	Total Income	64,690	559,478	1,338,500	-779,022	42%
	Gross Profit	64,690	559,478	1,338,500	-779,022	42%
	Expense					
	70 · Administration					
	5701100 · Salaries & Wages					
	5701120 · Part Time Admin. Support	741	1,112	2,550	-1,438	44%
	5701110 · City Administrator	0	4,889	21,220	-16,331	23%
	5701115 · City Secretary	3,231	5,945	12,225	-6,280	49%
	5701117 · Finance Accountant	3,540	6,687	12,500	-5,813	53%
	5701130 · Public Works Director	5,474	23,666	46,150	-22,484	51%
	5701180 · Merit Raises, Staff	0	0	2,100	-2,100	0%
	Total 5701100 · Salaries & Wages	12,986	42,299	96,745	-54,446	44%

Ovilla \ Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5702100 • Employee Benefits					
	5702110 • Group Insurance	453	2,718	5,440	-2,722	50%
	5702135 • TIMRS	326	1,329	2,700	-1,371	49%
	5702160 • Worker's Compensation	0	0			
	5702170 • Payroll Taxes	79	347	800	-453	43%
	Total 5702100 • Employee Benefits	858	4,394	8,940	-4,546	49%
	5702200 • Special Services					
	5702230 • Legal Fees	0	0	1,382	-1,382	0%
	5702240 • Audit	0	5,565	5,600	-35	99%
	5702250 • Accounting	0	0	1,500	-1,500	0%
	Total 5702200 • Special Services	0	5,565	8,482	-2,917	66%
	5702300 • Contractual Services /Personnel					
	5702310 • Consultant Fees	0	0	5,000	-5,000	0%
	Total 5702300 • Contractual Services /Personnel	0	0	5,000	-5,000	0%
	5703100 • General Supplies					
	5703110 • Office Supplies	0	157	800	-643	20%
	Total 5703100 • General Supplies	0	157	800	-643	20%
	5703400 • Maintenance Supplies / Parts					
	5703410 • Supplies - Custodial	0	0	200	-200	0%
	Total 5703400 • Maintenance Supplies / Parts	0	0	200	-200	0%
	5704200 • Travel Expenses					
	5704210 • Travel - Local	0	0	200	-200	0%
	5704220 • Professional Development	0	0	750	-750	0%
	Total 5704200 • Travel Expenses	0	0	950	-950	0%
	5705200 • Data Processing Expenses					

Ovilla W Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5705240 • Data Processing - Software	0	0	1,000	-1,000	0%
	Total 5705200 • Data Processing Expenses	0	0	1,000	-1,000	0%
	5705300 • Printing Expense					
	5705350 • Printing - Other	0	0	250	-250	0%
	Total 5705300 • Printing Expense	0	0	250	-250	0%
	5705400 • Utilities					
	5705410 • Telephone	111	645	1,300	-655	50%
	5705415 • Cellular Phone	37	222	1,100	-878	20%
	5705417 • Internet	68	396	800	-404	50%
	Total 5705400 • Utilities	216	1,263	3,200	-1,937	39%
	5705700 • Other Expenses					
	5705705 • Postage	1,625	4,353	6,000	-1,647	73%
	5705740 • Advertising	0	0	500	-500	0%
	5705760 • Bank Service Charge	6	72	250	-178	29%
	5705765 • Miscellaneous	0	0	100	-100	0%
	5705775 • Credit Card Transaction Fee	193	1,403	3,400	-1,997	41%
	Total 5705700 • Other Expenses	1,824	5,828	10,250	-4,422	57%
	5706400 • Minor Capital Outlay					
	5706440 • Machinery & Equipment	0	0	500	-500	0%
	Total 5706400 • Minor Capital Outlay	0	0	500	-500	0%
	5709000 • Reserve					
	5708215 • Transfer Out - General Fund	29,075	58,150	116,301	-58,151	50%
	5709002 • Capital Improv. Water Reserve	0	0	84,000	-84,000	0%
	5709003 • Capital Improv. Sewer Reserve	0	0	18,659	-18,659	0%
	5709010 • Administrative Reserves	0	0	750	-750	0%
	Total 5709000 • Reserve	29,075	58,150	219,710	-161,560	26%

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Ovilla V. Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5752400 - Rentals					
	5752420 - Rental - Machinery & Equipment	0	99	500	-401	20%
	5752490 - Rental - Other	0	0	200	-200	0%
	Total 5752400 - Rentals	0	99	700	-601	14%
	5752500 - Operating Services					
	5752580 - Water Testing	185	1,946	4,000	-2,054	49%
	5752590 - TCEQ Fees	0	2,690	3,000	-310	90%
	Total 5752500 - Operating Services	185	4,636	7,000	-2,364	66%
	5753100 - General Supplies					
	5753140 - Uniforms	0	1,440	1,500	-60	96%
	Total 5753100 - General Supplies	0	1,440	1,500	-60	96%
	5753400 - Maintenance Supplies & Parts					
	5753460 - Miscellaneous	0	276	250	26	110%
	Total 5753400 - Maintenance Supplies & Parts	0	276	250	26	110%
	5754200 - Travel Expenses					
	5754220 - Professional Development	0	235	1,000	-765	24%
	5754270 - Vehicle Expenses	227	3,030	9,000	-5,970	34%
	Total 5754200 - Travel Expenses	227	3,265	10,000	-6,735	33%
	5755200 - Data Processing Expenses					
	5755230 - Data Proc-Maintenance & Repairs	0	3,805	4,500	-695	85%
	5755240 - Data Processing - Software	0	0	500	-500	0%
	5755250 - Data Proc - Computer Repair	0	0	500	-500	0%
	Total 5755200 - Data Processing Expenses	0	3,805	5,500	-1,695	69%
	5755300 - Printing Expenses					
	5755310 - Copier Expense	0	1,314	2,700	-1,386	49%

Ovilla Water Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5755350 · Printing - Other	0	0	1,500	-1,500	0%
	Total 5755300 · Printing Expenses	0	1,314	4,200	-2,886	31%
	5755400 · Utilities					
	5755415 · Cellular Phone	113	689	900	-211	77%
	5755450 · Electricity	1,690	9,076	28,370	-19,294	32%
	5755460 · Water, wholesale	17,016	105,783	375,000	-269,217	28%
	Total 5755400 · Utilities	18,819	115,548	404,270	-288,722	29%
	5755500 · Repairs & Building Improvements					
	5755540 · Repairs- Machinery & Equipment	0	716	8,000	-7,284	9%
	5755550 · Repairs - Vehicles	44	1,034	2,000	-966	52%
	5755570 · Inventory Expense	1,194	9,247	18,705	-9,458	49%
	5755590 · Repairs - Other	115	1,136	4,601	-3,465	25%
	Total 5755500 · Repairs & Building Improvements	1,353	12,133	33,306	-21,173	36%
	5755600 · Insurance					
	5755610 · Insurance - Property	0	1,296	2,600	-1,304	50%
	5755620 · Insurance- Liability	0	884	1,750	-866	49%
	5755640 · Insurance - Vehicle	0	918	2,000	-1,082	46%
	Total 5755600 · Insurance	0	3,078	6,350	-3,272	48%
	5755700 · Other Expenses					
	5755752 · Employment Screening	0	0	300	-300	0%
	Total 5755700 · Other Expenses	0	0	300	-300	0%
	5756400 · Minor Capital Outlay					
	5756440 · Machinery & Equipment	0	270	1,000	-730	27%
	5756490 · Other	0	62	500	-438	12%
	Total 5756400 · Minor Capital Outlay	0	332	1,500	-1,168	22%
	5757400 · Capitalized Assets					

Ovilla V Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5757470 · Infrastructure - Water	0	0	6,000	-6,000	0%
	Total 5757400 · Capitalized Assets	0	0	6,000	-6,000	0%
	5757900 · Long-Term Debt					
	5758225 · Transfer out to Debt Fund	40,653	81,306	162,610	-81,304	50%
	Total 5757900 · Long-Term Debt	40,653	81,306	162,610	-81,304	50%
	Total 75 · Water	76,573	307,816	820,038	-512,222	38%
	80 · Sewer					
	5801400 · Support Salaries					
	5801405 · Support Staff	2,689	5,079	8,800	-3,721	58%
	5801415 · Maintenance Crew	6,107	26,270	52,000	-25,730	51%
	5801450 · Certification Pay	0	92	1,200	-1,108	8%
	5801480 · Merit Raises	0	0	2,000	-2,000	0%
	5801490 · Overtime	230	1,432	1,800	-368	80%
	5801500 · Sewer - On Call	150	550	850	-300	65%
	Total 5801400 · Support Salaries	9,176	33,423	66,650	-33,227	50%
	5802100 · Employee Benefits					
	5802110 · Group Insurance	905	5,430	10,900	-5,470	50%
	5802135 · TWRS	375	1,549	3,500	-1,951	44%
	5802160 · Worker's Compensation-Sewer	0	1,029	2,700	-1,671	38%
	5802170 · Payroll Taxes	92	404	875	-471	46%
	5802190 · Licenses	0	0	222	-222	0%
	Total 5802100 · Employee Benefits	1,372	8,412	18,197	-9,785	46%
	5802300 · Contractual Services/Personnel					
	5802350 · Contract Labor - Company	0	6,729	7,400	-671	91%
	Total 5802300 · Contractual Services/Personnel	0	6,729	7,400	-671	91%
	5802500 · Operating Services					

Ovilla W. Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5802515 · Sardis Collection Expense	300	973	2,400	-1,427	41%
	5802590 · TCEQ Fees - Sewer	0	0	60	-60	0%
	Total 5802500 · Operating Services	300	973	2,460	-1,487	40%
	5803100 · General Supplies					
	5803140 · Uniforms	0	835	1,000	-165	84%
	Total 5803100 · General Supplies	0	835	1,000	-165	84%
	5803400 · Maintenance Supplies & Parts					
	5803460 · Miscellaneous	0	0	343	-343	0%
	Total 5803400 · Maintenance Supplies & Parts	0	0	343	-343	0%
	5804200 · Travel Expenses					
	5804220 · Professional Development	180	180	500	-320	36%
	5804270 · Vehicle Expense	221	768	1,600	-832	48%
	Total 5804200 · Travel Expenses	401	948	2,100	-1,152	45%
	5805400 · Utilities					
	5805450 · Electricity	135	1,101	3,300	-2,199	33%
	5805463 · TRA Wastewater Treatment	3,374	19,132	41,000	-21,868	47%
	Total 5805400 · Utilities	3,509	20,233	44,300	-24,067	46%
	5805500 · Repairs & Bldg Improvements					
	5805510 · Repairs - Land Improvements	0	0	300	-300	0%
	5805540 · Repairs - Machinery & Equipment	0	4,151	6,000	-1,849	69%
	5805570 · Inventory Expense	0	1,280	750	530	171%
	5805590 · Repairs - Other	0	321	5,000	-4,679	6%
	Total 5805500 · Repairs & Bldg Improvements	0	5,752	12,050	-6,298	48%
	5805600 · Insurance					
	5805610 · Insurance - Property	0	28	100	-72	28%
	5805620 · Insurance - Liability	0	168	335	-167	50%

Ovilla V. Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	5805640 - Insurance - Vehicle	0	20	50	-30	40%
	Total 5805600 - Insurance	0	216	485	-269	45%
	5805700 - Other Expenses					
	5805752 - Employment Screening	0	0	200	-200	0%
	Total 5805700 - Other Expenses	0	0	200	-200	0%
	5807400 - Capitalized Assets					
	5807440 - Machinery & Equipment	0	6,349	7,250	-901	88%
	Total 5807400 - Capitalized Assets	0	6,349	7,250	-901	88%
	Total 80 - Sewer	14,758	83,870	162,435	-78,565	52%
	Total Expense	136,290	509,342	1,338,500	-829,158	38%
	Net Income	-71,600	50,136	0	50,136	100%

Ovilla Debt Service
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
Income						
	4000100 • Taxes					
	4000107 • Ad Valorem, Current I & S	5,530	409,482	425,942	-16,460	96%
	4000111 • Ad Valorem, Delinquent I & S	188	966	7,000	-6,034	14%
	4000114 • Interest/Penalties - I & S	384	925	4,000	-3,075	23%
	Total 4000100 • Taxes	6,102	411,373	436,942	-25,569	94%
4000800 • Other Revenue						
	4000840 • Interest Earned	83	323	1,000	-677	32%
	4000900 • Reduction of Reserve Fund Bal.	0	0	36,873	-36,873	0%
	4000930 • Transfer In - Water & Sewer	40,653	81,306	162,610	-81,304	50%
	Total 4000800 • Other Revenue	40,736	81,629	200,483	-118,854	41%
	Total Income	46,838	493,002	637,425	-144,423	77%
Expense						
	5157900 • Long-Term Debt					
	5157930 • Paying Agent Fees	0	0	500	-500	0%
	5157935 • 2011 Bond Issue Principle	0	0	400,000	-400,000	0%
	5157940 • 2011 Bond Issue Interest	0	112,713	225,425	-112,712	50%
	Total 5157900 • Long-Term Debt	0	112,713	625,925	-513,212	18%
	5159000 • Reserves					
	5159015 • Debt Reserves	0	0	11,500	-11,500	0%
	Total 5159000 • Reserves	0	0	11,500	-11,500	0%
	Total Expense	0	112,713	637,425	-524,712	18%
	Net Income	46,838	380,289	0	380,289	100%

City of Ovilla Capital Projects Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000800 • Other Revenue					
	4000845 • Interest Earned - Texstar	0	0	2	-2	0%
	4000850 • Interest Earned - Prosperity	22	129	250	-121	52%
	Total 4000800 • Other Revenue	22	129	252	-123	51%
	Total Income	22	129	252	-123	51%
	Expense					
	5879000 • Reserves					
	5879010 • Admin Reserves	0	0	252	-252	0%
	Total 5879000 • Reserves	0	0	252	-252	0%
	Total Expense	0	0	252	-252	0%
	Net Income	22	129	0	129	100%

City of Ovilla - Park Impact Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000400 · Charges for Services					
	4000460 · Park Impact	1,004	1,674	1,300	374	129%
	Total 4000400 · Charges for Services	1,004	1,674	1,300	374	129%
	4000800 · Other Revenue					
	4000840 · Interest Earned	10	15	15	0	100%
	4000900 · Reduction of Fund Balance	0	0	2,185	-2,185	0%
	Total 4000800 · Other Revenue	10	15	2,200	-2,185	1%
	Total Income	1,014	1,689	3,500	-1,811	48%
	Expense					
	5606400 · Minor Capital Outlay					
	5606410 · Land Improvements	0	0	500	-500	0%
	5606440 · Machinery and Equipment	0	0	0	0	0%
	Total 5606400 · Minor Capital Outlay	0	0	500	-500	0%
	5607400 · Capitalized Assets					
	5607440 · Capital Machinery & Equipment	3,000	3,000	3,000	0	100%
	Total 5607400 · Capitalized Assets	3,000	3,000	3,000	0	100%
	Total Expense	3,000	3,000	3,500	-500	86%
	Net Income	-1,986	-1,311	0	-1,311	100%

Ovilla W&S Impact Fee Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000400 · Charges for Services					
	4000476 · Water Impact Fee	1,879	1,879	1,105	774	170%
	4000477 · Sewer Impact Fee	0	87	0	87	100%
	Total 4000400 · Charges for Services	1,879	1,966	1,105	861	178%
	4000800 · Other Revenue					
	4000840 · Interest Earned	29	101	150	(49)	67%
	4000990 · Reduction in Fund Balance	0	0	15,700	(15,700)	0%
	Total 4000800 · Other Revenue	29	101	15,850	(15,749)	1%
	Total Income	1,908	2,067	16,955	(14,888)	12%
	Expense					
	5102300 · Contractual Services					
	5102310 · Consultant Fees	2,393	6,411	15,700	(9,289)	41%
	Total 5102300 · Contractual Services	2,393	6,411	15,700	(9,289)	41%
	5859000 · Reserves					
	5859020 · Water Impact Fees Reserve	0	0	1,205	(1,205)	0%
	5859030 · Sewer Impact Fees Reserve	0	0	50	(50)	0%
	Total 5859000 · Reserves	0	0	1,255	(1,255)	0%
	Total Expense	2,393	6,411	16,955	(10,544)	38%
	Net Income	(485)	(4,344)	0	(4,344)	100%

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Accrual Basis

Ovilla 4B Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000100 · Taxes					
	4000120 · Sales tax	6,197	43,404	75,000	-31,596	58%
	Total 4000100 · Taxes	6,197	43,404	75,000	-31,596	58%
	4000800 · Other Revenue					
	4000840 · Interest Income	74	406	650	-244	62%
	Total 4000800 · Other Revenue	74	406	650	-244	62%
	Total Income	6,271	43,810	75,650	-31,840	58%
	Expense					
	8102200 · Special Services					
	8102220 · Website Support & Maintenance	0	0	1,000	-1,000	0%
	8102230 · Legal Fees	0	0	500	-500	0%
	8102240 · Audit	0	1,590	1,590	0	100%
	Total 8102200 · Special Services	0	1,590	3,090	-1,500	51%
	8102300 · Consultant Services					
	8102310 · Consultant Fees	0	0	2,500	-2,500	0%
	8102350 · Contract Labor	0	0	45,000	-45,000	0%
	Total 8102300 · Consultant Services	0	0	47,500	-47,500	0%
	8103100 · General Supplies					
	8103110 · Office Supplies	0	0	100	-100	0%
	Total 8103100 · General Supplies	0	0	100	-100	0%

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Accrual Basis

Ovilla 4B Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	8104200 - Travel Expense					
	8104210 - Travel Expense	0	10	1,500	-1,490	1%
	8104220 - Professional Development	0	270	1,500	-1,230	18%
	Total 8104200 - Travel Expense	0	280	3,000	-2,720	9%
	8105600 - Insurance					
	8105620 - Insurance - Liability	0	144	285	-141	51%
	Total 8105600 - Insurance	0	144	285	-141	51%
	8105700 - Other Expenses					
	8105705 - Postage	0	0	90	-90	0%
	8105730 - Memberships	0	1,100	2,000	-900	55%
	8105765 - Miscellaneous	0	0	1,000	-1,000	0%
	Total 8105700 - Other Expenses	0	1,100	3,090	-1,990	36%
	8109000 - Reserves					
	8109015 - Administrative Reserves	0	0	16,085	-16,085	0%
	8109215 - Transfer Out - General Fund	0	0	2,500	-2,500	0%
	Total 8109000 - Reserves	0	0	18,585	-18,585	0%
	Total Expense	0	3,114	75,650	-72,536	4%
	Net Income	6,271	40,696	0	40,696	100%

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Accrual Basis

Ovalla Municipal Development District
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	Income					
	4000100 • Taxes					
	4000120 • Sales tax	1,935	12,412	20,000	-7,588	62%
	Total 4000100 • Taxes	1,935	12,412	20,000	-7,588	62%
	4000800 • Other Revenue					
	4000840 • Interest Income	14	48	20	28	240%
	Total 4000800 • Other Revenue	14	48	20	28	240%
	Total Income	1,949	12,460	20,020	-7,560	62%
	Expense					
	9102200 • Special Services					
	9102230 • Legal Fees	0	0	250	-250	0%
	9102240 • Audit	0	1,590	1,600	-10	99%
	9102250 • Accounting	0	0	250	-250	0%
	Total 9102200 • Special Services	0	1,590	2,100	-510	76%
	9102300 • Consultant Services					
	9102310 • Consultant Fees	0	0	500	-500	0%
	Total 9102300 • Consultant Services	0	0	500	-500	0%
	9103100 • General Supplies					
	9103110 • Office Supplies	0	0	100	-100	0%
	Total 9103100 • General Supplies	0	0	100	-100	0%

Ovilla Municipa. Development District
Profit & Loss Budget vs. Actual
October 2012 through March 2013

		Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
	9104200 - Travel Expense					
	9104220 - Professional Development	0	0	250	-250	0%
	Total 9104200 - Travel Expense	0	0	250	-250	0%
	9105600 - Insurance					
	9105620 - Insurance - Liability	0	144	200	-56	72%
	Total 9105600 - Insurance	0	144	200	-56	72%
	9105700 - Other Expenses					
	9105705 - Postage	0	0	25	-25	0%
	Total 9105700 - Other Expenses	0	0	25	-25	0%
	9109000 - Reserves					
	9109015 - Administrative Reserves	0	0	16,345	-16,345	0%
	9109215 - Transfer Out - General Fund	0	0	500	-500	0%
	Total 9109000 - Reserves	0	0	16,845	-16,845	0%
	Total Expense	0	1,734	20,020	-18,286	9%
	Net Income	1,949	10,726	0	10,726	100%

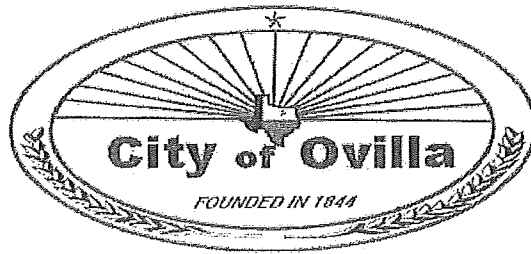
Ovilla Police Department Special Fund
Profit & Loss Budget vs. Actual
October 2012 through March 2013

	Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
Income					
4000800 - Other Revenue					
4000815 - Gifts	13,200	14,001	8,000	6,001	175%
Total 4000800 - Other Revenue	13,200	14,001	8,000	6,001	175%
Total Income	13,200	14,001	8,000	6,001	175%
Expense					
5232600 - Special Expenses					
5232690 - Special Expenses - Other	114	568	2,265	-1,697	25%
Total 5232600 - Special Expenses	114	568	2,265	-1,697	25%
5235500 - Repairs and Bldg Improvements					
5235540 - Repairs - Machinery & Equipment	0	0	100	-100	0%
Total 5235500 - Repairs and Bldg Improvements	0	0	100	-100	0%
5235700 - Other Expense					
5235735 - Official Functions	0	0	500	-500	0%
Total 5235700 - Other Expense	0	0	500	-500	0%
5236400 - Minor Capital Outlay					
5236440 - Machinery and Equipment	1,440	2,060	1,800	260	114%
Total 5236400 - Minor Capital Outlay	1,440	2,060	1,800	260	114%
5239000 - Reserves					
5239010 - Administrative Reserves	0	0	3,335	-3,335	0%
Total 5239000 - Reserves	0	0	3,335	-3,335	0%
Total Expense	1,554	2,628	8,000	-5,372	33%
Net Income	11,646	11,373	0	11,373	100%

Ovilla Fire Department Auxiliary
Profit & Loss Budget vs. Actual
October 2012 through March 2013

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Accrual Basis

	Mar 13	Oct '12 - Mar 13	Budget	\$ Over Budget	% of Budget Thru March 50%
Income					
4000800 · Other Revenue					
4000815 · Gifts	1,000	1,240	1,500	-260	83%
4000830 · Vending Machines	0	57	1,000	-943	6%
4000880 · Reduction in Fund Balance	0	0	5,750	-5,750	0%
Total 4000800 · Other Revenue	1,000	1,297	8,250	-6,953	16%
Total Income	1,000	1,297	8,250	-6,953	16%
Expense					
5332100 · Employee Benefits					
5332196 · Membership Dues	0	0	100	-100	0%
Total 5332100 · Employee Benefits	0	0	100	-100	0%
5333400 · Maintenance Supplies and Parts					
5333460 · Supplies - Miscellaneous	102	488	3,000	-2,512	16%
Total 5333400 · Maintenance Supplies and Parts	102	488	3,000	-2,512	16%
5334200 · Travel Expenses					
5334220 · Professional Development	0	0	150	-150	0%
Total 5334200 · Travel Expenses	0	0	150	-150	0%
5335700 · Other Expense					
5335735 · Official Functions	0	416	3,000	-2,584	14%
5335765 · Miscellaneous	0	714	2,000	-1,286	36%
Total 5335700 · Other Expense	0	1,130	5,000	-3,870	23%
Total Expense	102	1,618	8,250	-6,632	20%
Net Income	898	-321	0	-321	100%



DATE: 04-22-13

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

**SUBJECT: Fund Balance Calculation for
Quarter Ending 03-31-13**

City of Ovilla**Committed Fund Balance as of March 31, 2013**

Description	Account Number	2012-2013 Budget Amount
Total General Fund 2012-2013 Budget		2,324,531
Capital Outlay - Machinery and Equipment	5107440	0
Capital Outlay - Vehicles	5207450	0
Capital Outlay - Other	5207490	0
Capital Outlay - Vehicles	5407450	0
Capital Outlay - Building	5507420	0
Capital Outlay - Machinery and Equipment	5507440	(8,000)
Capital Outlay - Vehicles	5507450	0
Capital Outlay - Infrastructure	5507460	(148,000)
Capital Outlay - Machinery and Equipment	5607440	(3,000)
Total Budget Less Capital or one time Expenditures		2,165,531
Less Contingency Reserve	5109001	\$ (44,644.00)
		\$ 2,120,887.00
		25%
Committed Fund Balance		\$ 530,221.75

Total Reserve Bank Value Accounts

Prosperity Bank (Acct. #670010608)	1012290	\$ 55,333.01
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 126,959.22
Citizen's National Bankd (Acct. #11384146)	1012255	\$ 243,269.42
Texstar Reserves (Acct.#07017-1112)	1011525	\$ 928.72
Total Reserve Cash		\$ 426,490.37
Total undesignated cash reserves (Acct. #9307605)	1012520	\$ 104,000.00
Total Reserve Cash & Designated Cash		\$ 530,490.37
Number of Days in Current Reserve	\$ 5,810.65	91.30

Unassigned Fund Balance from 2011-2012 Audit	\$ 1,187,862.00
Committed Fund Balance	\$ 530,221.75
Current Unassigned GF Balance	\$ 657,640.25

City Administrator Activity Report

Prepared by Jacqueline Lee, Interim City Administrator (ICA)

April 8, 2013 thru April 19, 2013

- **Completed research and resolution of 125 Cafeteria Flex Plan pre-tax issue; final report to be provided to Council at the April 22, 2013 meeting. (Items #6 & #7). Council will need to consider employee reimbursements.**
- **Monday, April 15, 2012 attended Economic Development Corporation (EOC) meeting; request for joint meeting with City Council is forthcoming to discuss economic strategic direction of City. Date (TBA) in June is being considered.**
- **Wednesday, April 17, 2013 ICA and Brad Piland met with Mrs. Karen Pickard's Real Estate Broker (James Strength, Coldwell Banker), regarding Main Street Land Purchase. Discussed Letter of Understanding; contingency clause to include certified appraisal, survey, and phase one environmental study and is to be delivered to ICA on April 18.**
- **Due to recent catastrophic events (Boston Marathon and West Fertilizer Plant), ICA will be reviewing and discussing City of Ovilla Emergency Response Plan with Fire and Police Department Heads and will provide update to Council in an upcoming Council Meeting.**
- **Continued work on the identified City/Council issues provided at onset of interim assignment.**
- **Continued familiarization and review of City procedures, financials, personnel policies, and other documents and plans.**

CITY OF OVILLA MINUTES

Monday, March 25, 2013

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor ProTem Dormier called the Regular Council Meeting of the Ovilla City Council to order at 7:01 P.M. The following City Council Members were present:

Ralph Hall	Council Member Place 1
Larry Stevenson	Council Member Place 2
David Griffin	Council Member Place 3
Doug Hunt	Council Member Place 4
Richard Dormier	Council Member Place 5/Mayor Pro-Tem

Absent: Tom Leverentz Mayor

Mayor ProTem Dormier noted present members, thus constituting a quorum. Various department-heads and staff were also present.

PL3 Griffin gave the Invocation

Mayor ProTem Dormier led the recitation of the Pledge of Allegiance

COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS

Representative, Rachael Huber of the Ovilla Service League reported on the recent Spaghetti Benefit Dinner and thanked Council for their support each year. Ms Huber shared that this year's event raised \$13,500.

♦ *Citizens Comments / Citizens Forum:*

1. Ms Dani Muckleroy spoke on behalf of *Relay for Life* – American Cancer Society and invited all to attend this event on May 10, 2013, approximately 9pm, Civic Center in Waxahachie. This year's event would be in honor of former Fire Chief Donnie Pickard. Order forms for participation were shared. Additional information would be on the city website.

♦ *Department Activity Reports / Discussion*

- Finance Department City Accountant S. Jungman
 - Briefed Council on the monthly financials.
- Administration Mayor ProTem R. Dormier
 - Status on RFP for refuse and recycling services - staff was preparing the RFP and would present to Council in an upcoming meeting.
 - Pre-tax benefits - currently doing research on the 125 Flex-Plan related to payroll deductions.
 - Code Enforcement Officer Mike Dooly addressed the need to contemplate hay baling with the Planning & Zoning Commission.

CONSENT ITEMS

- Minutes of the February 25, 2013 Regular Council Meeting
- Minutes of the March 11, 2013 Regular Council Meeting
- Minutes of the March 18, 2013 Special Council Meeting
- Staff's response regarding audit firm's management letter on reconciling utility deposits.

PL1 Hall asked that the last bulleted item on the consent agenda be pulled for discussion.

PL4 Hunt made the motion that Council approves the remaining consent items as presented, seconded by PL3 Griffin. *Mayor ProTem Dormier 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: 5-0.

PL1 Hall asked that staff prepare formal responses and return to Council with individual agenda items regarding corrective action(s) or revisions taken from the auditor's suggestions and that staff adhere to this reporting process with every annual external audit. PL1 Hall asked that staff prepare responses for fiscal years ending in 2011 and 2012. *There was no action on the last bulleted item.*

REGULAR AGENDA

ITEM 1. *DISCUSSION/ACTION* – Consider adoption of Resolution 2013-003 naming the main city baseball field *Weldon O'Dell Field*, after former Mayor Weldon O'Dell and authorize an expenditure for a sign not to exceed \$250.

In a previous meeting, Council discussed the naming of one of the baseball fields after former Mayor Weldon O'Dell. Mr. O'Dell was instrumental in the establishment of the ball field park behind city hall. Staff prepared a proposed resolution for approval. PL3 Griffin asked that staff work with the family to schedule an appropriate time for a dedication. Public Works Director Brad Piland said that when ordering the sign he would maintain Ovilla's current sign appearance.

PL3 Griffin made the motion that Council approves Resolution 2013-003 naming the main city baseball field the *Weldon O'Dell Field*, seconded by PL2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

PL3 Griffin made the motion that Council authorizes designated staff to purchase a sign for the *Weldon O'Dell Field* not to exceed \$250, seconded by PL2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

ITEM 2. *DISCUSSION/ACTION* – Consider Resolution 2013-004 authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to fund regulatory and related activities related to ATMOS Energy Corporation.

PL1 Hall made the motion that Council approves the proposed Resolution 2013-004, authorizing continued participation with ACSC, including the authorization of payment of five cents per capita to fund regulatory and related activities related to ATMOS Energy Corp., seconded by PL2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

ITEM 3. *DISCUSSION/ACTION* – Consider termination of the "Letter of Understanding for Consulting Services" with Randall Whiteman effective April 1, 2013.

Tom Leverentz, Mayor
Ralph Hall, Place One
Larry Stevenson, Place Two

2

Doug Hunt, Place Four
David Griffin, Place Three
Richard Dormier, Place Five/Mayor ProTem

With the recent hiring of TX First Group/Ms Jacqueline Lee, the former administrator's services were no longer necessary. Ms Lee made her introduction to Council.

PL1 Hall made the motion that Council approves the termination of consulting services as provided in the "Letter of Understanding" with Randy Whiteman, effective April 1, 2013, and directs staff to notify Mr. Whiteman, seconded by PL 2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

ITEM 4. *DISCUSSION/ACTION* – Review the Ovilla Code of Ordinances relating to the Zoning Ordinance Sections 33.8 & 33.9, Residential Off-Street Parking and Residential Parking Development Standards.

Mayor ProTem Dormier acknowledged two residents that had signed up to speak on this item:

1. Mr. John Majors: Owns two acres and asked Council's understanding to allow an exception to park his RV on pavers at his home.
2. Mr. Phil Lynch: Stated he had conversed with members of the Council and shared his concerns that the city had lost its aesthetic appeal to junked vehicles and hoped that Council would consider strengthening Ovilla's current ordinance. Mr. Lynch provided a sample ordinance from the City of Arlington.

PL1 Hall concurred with Mr. Lynch and agreed to the language of Arlington's ordinance. He suggested that Council send comments and the sample ordinance to the Planning & Zoning Commission for review and revision of Ovilla's ordinance. Code Enforcement Officer Mike Dooly discussed definitions of "non-conforming" and "side-yard" with Council and added that modification would benefit enforcement, as there was conflicting language in Sections 33.8 & Section 33.9 in the parking ordinance. Additionally, parking in the rear (if requiring concrete) would pose arduous to many residents with septic systems. PL1 Hall asked that the Planning & Zoning Commission consider existing property damaged or expanded by a certain percentage (25%-50%), to require the homeowner to comply with the (new) ordinance and not allow the consideration of non-conforming.

Mayor ProTem Dormier made the motion that Council directs staff to recommend that the Planning and Zoning Commission examine the city's current residential off-street parking ordinance and consider the non-conforming status and how its impacted, and tighten it up – and to look at screening for parking in back of the residences; seconded by PL2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

ITEM 5. *DISCUSSION/ACTION* – Review the Ovilla Code of Ordinances relating to Sections 3.05.11, Fences/existing fences.

Mayor ProTem Dormier acknowledged resident, Mr. Phil Lynch to speak on this item:

1. Mr. Lynch distributed a document containing the City of Arlington's ordinance compared to Ovilla's current ordinance regarding fences/existing fences. Mr. Lynch believed that making modifications similar to Arlington's wording would strengthen and reinforce Ovilla's ordinance and support enforcement of Ovilla's fence issues immensely.

Mayor ProTem Dormier, Council, Mr. Lynch and Code Enforcement Officer Mike Dooly discussed allowed construction materials, fence height and pro-active enforcement.

PL3 Griffin made the motion that Council directs staff to send the submitted document regarding Section 3.05.11 Fences/existing fences to the Planning & Zoning Commission for review, seconded by PL2 Stevenson. *Mayor ProTem Dormier 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: 5-0.

ITEM 6. *DISCUSSION* – Discuss and review options for maintenance on Cockrell Hill Road.

Public Works Director Brad Piland advised Council that he was acquiring quotes from various companies for patchwork and complete overlay of Cockrell Hill. Specifically speaking with Ellis County who quoted approximately \$25,000 per mile for 1 course overlay. Roughly 6/10 of a mile is in Dallas County but Ellis County would take care of that portion too. Maintenance to Cockrell Hill is on this year's Capital Improvement Project list. Once all estimates were received they would be shared with Council.

Discussion Only. No Action.

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

COUNCIL DID NOT CONVENE INTO EXECUTIVE SESSION.

Adjournment

PL2 Stevenson made the motion to adjourn, seconded by PL1 Hall.

There being no further business, Mayor ProTem Dormier adjourned the meeting at 8:35 p.m.

ATTEST:

Richard Dormier, Mayor ProTem

Pamela Woodall, City Secretary

APPROVED: APRIL 22, 2013



DATE: 04-22-2013

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

**SUBJECT: Quarterly Investment Report for
Quarter Ending 03-31-13**

City of Ovilla
Fiscal Year 2012-2013
Investment Report
For Quarter Ending March 31, 2013

Fund	Bank	Investment Type	Description	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 1/1/2013	Activity	Ending Market Value 3/31/2013	Book Value 3/31/2013	Difference
GENERAL FUND												
GF	Prosperity Bank	Operating	General	1012500	N/A	N/A	0.3200%	\$ 597,132.18	Interest Earned \$ 980.53 Net Deposit \$ 1,277,938.00 Net Withdrawals \$ 549,654.90 Ending Balance \$ 1,326,395.81	\$ 1,326,395.81	\$ 1,331,640.37	(\$5,244.56)
GF	Texstar Investment	Pool	Pool	1012525	N/A	N/A	0.0113%	\$ 3,721.65	Interest Earned \$ 1.00 Withdrawal \$ - Ending Balance \$ 3,722.65	\$ 3,722.65	\$ 3,722.65	\$ 0.00
GF	Prosperity Bank	Money Market	Money Market	1012520	3/2/11	N/A	0.2000%	\$ 228,245.59	Interest Earned \$ 112.57 Withdrawal \$ - Ending Balance \$ 228,358.16	\$ 228,358.16	\$ 228,358.16	\$ 0.00
GF	Prosperity Bank	Reserves	Money Market	1011500	N/A	N/A	0.1000%	\$ 29,385.03	Interest Earned \$ 0.48 Withdrawal \$ 29,385.51 Ending Balance \$ 29,385.51	\$ 29,385.51	\$ 29,385.51	\$ 0.00
GF	Texstar Investment	Pool	Pool	1011525	N/A	N/A	0.1125%	\$ 928.59	Interest Earned \$ 0.13	\$ 928.72	\$ 928.72	\$ 0.00
GF	Prosperity Bank	Money Market	Money Market	1012250	N/A	N/A	0.2000%	\$ 97,534.44	Interest Earned \$ 60.84 Net Deposit \$ 29,385.51 Net Withdrawals \$ - Ending Balance \$ 126,980.79	\$ 126,980.79	\$ 126,980.79	\$ 0.00
GF	Citizens National Bank	CD	CD	1012255	8/18/11	2/16/12	0.3000%	\$ 241,195.89	Interest Earned \$ 2,073.53 Net Deposit \$ - Net Withdrawals \$ - Ending Balance \$ 243,269.42	\$ 243,269.42	\$ 243,269.42	\$ 0.00
GF	Prosperity Bank	CD	CD	1012290	10/17/11	10/17/13	0.3000%	\$ 55,291.30	Interest Earned \$ 41.71	\$ 55,333.01	\$ 55,333.01	\$ 0.00
Total General Fund									Total General Fund Balance	\$ 1,984,988.56	\$ 1,990,233.12	(\$5,244.56)
DEBT SERVICE												
Debt	Prosperity Bank	Savings Account	Sinking Fund	1010000	N/A	N/A	0.2000%	\$ 285,766.66	Interest Earned \$ 239.31			

**City of Ovilla
Fiscal Year 2012-2013
Investment Report
For Quarter Ending March 31, 2013**

[illegible]

**City of Ovilla
Fiscal Year 2012-2013
Investment Report
For Quarter Ending Ma**

Fund	Bank	Investment Type	Description	Quick Books Account #	Inception Date	Maturity Date	Rate	Value 1/1/2013	Activity	Value 3/31/2013	Value 3/31/2013	Difference
CP	Prosperity Bank	Money Market		1024000	N/A	N/A	0.2000%	\$129,340.94	Interest Earned Deposits Withdrawals Ending Balance	\$ 63.80 \$ - \$ - \$129,404.74		
Total Capital Projects												
W&S IMPACT FEE												
W&S Impact	Operating Prosperity Bank	Sewer Impact		8520150	N/A	N/A	0.0500%	\$ 6,894.24	Interest Earned Deposits Withdrawals Ending Balance	\$ 0.06 \$ 6,894.30 \$ 0.00		
W&S Impact	Prosperity Bank Money Market	Water Impact		8510100	N/A	N/A	0.2000%	\$ 89,262.33	Interest Earned Net Deposit Net Withdrawals Ending Balance	\$ 40.43 \$ - \$ 2,392.50 \$ 85,910.26	\$ 0.00	\$0.00
W&S Impact	Texstar Investment	Sewer Impact		8520155	N/A	N/A	0.1125%	\$ 3,149.38	Interest Earned Net Deposits Net Withdrawals Ending Balance	\$ 0.89 \$ - \$ - \$3,150.27		\$0.00
W&S Impact	Prosperity Bank Money Market	Sewer Impact		8520160	N/A	N/A	0.2000%	\$20,575.59	Interest Earned Net Deposit Net Withdrawals Ending Balance	\$ 13.32 \$ 6,894.30 \$ - \$27,483.21		\$0.00
Total W&S Impact Fund												
PARK IMPROVEMENT												
Park	Prosperity Bank	Savings Account		1010000	N/A	N/A	0.0500%	\$ 3,533.97	Interest Earned Deposits Withdrawals Ending Balance	\$ 0.03 \$ - \$ 3,534.00 \$ 0.00		\$0.00
Park	Prosperity Bank	Money Market		1010200	3/16/11	N/A	0.1400%	\$ 19,653.01	Interest Earned Deposits Withdrawals Ending Balance	\$ 11.80 \$ 4,203.04 \$ 3,000.00		
Total Park Improvement Fund												
Ovilla 4B EDC												
	Operating									\$20,867.85 \$20,867.85	\$21,202.37 \$21,202.37	(\$334.52) (\$334.52)

City of Ovilla
Fiscal Year 2012-2013
Investment Report
For Quarter Ending Ma

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Ovilla City Council

AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

I. Copy of proposed Ordinance 2013-007

Agenda Item / Topic:

ITEM I. DISCUSSION/ACTION – Consider Ordinance 2013-007, Amending the Code of Ordinances, Chapter 3, Building Regulations, Article 3.04.001 Flood Damage Prevention Regulations.

Discussion / Justification:

FEMA completed the new floodway maps for our area and required all cities to adopt the new maps along with their language of the new rules. These maps and rules pertain to the 100-year floodplain, flood insurance requirements and future developments. Officials at the federal level have approved this ordinance prior to Council's consideration this date.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE PROPOSED ORDINANCE 2013-007 AMENDING THE OVILLA CODE OF ORDINANCES, CHAPTER 3 BUILDING REGULATIONS BY REPEALING ARTICLE 3.04.001 IN IT ENTIRETY AND REPLACING IT WITH A NEW ARTICLE 3.04.001 FLOOD DAMAGE PREVENTION REGULATIONS AS PRESENTED."

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2013-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF OVILLA, IN CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.04.001 FLOOD DAMAGE PREVENTION REGULATIONS, BY REPEALING ARTICLE 3.04.001 IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE 3.04.001 FLOOD DAMAGE PREVENTION REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla, Texas ("City") is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Home Rule Charter for the City of Ovilla, Texas; and

WHEREAS, the City Council of the City of Ovilla, Texas ("City Council"), possesses, pursuant to Section 54.004 of the Texas Local Government Code, as amended, the authority to adopt regulations necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and the inhabitants of the City; and

WHEREAS, the City Council of the City of Ovilla, Texas, has determined that the following Ordinance is necessary to protect the public health, safety, and welfare of its citizens;

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

Section 1. FINDINGS INCORPORATED

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

Section 2. REPEALING AND REPLACING ARTICLE 3.04.001 FLOOD DAMAGE PREVENTION REGULATIONS.

Chapter 3, Article 3.04.001 Flood Damage Prevention Regulations is hereby repealed in its entirety and replaced with a new Chapter 3, Article 3.04.001, "Flood Damage Prevention Regulations," which shall hereafter read in its entirety set forth in **Attachment A** as following:

60.3(d)

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Ovilla, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Ovilla are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is

characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable

non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of [the City of Ovilla.](#)

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering reports entitled, "The Flood Insurance Study (FIS) for Ellis County, TX and Incorporated Areas," dated June 3, 2013, with accompanying Flood Insurance Rate Maps (FIRM) dated June 3, 2013; and the Dallas County, TX and incorporated Areas Flood Insurance Rate Maps (FIRM) dated August 23, 2001; and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the Ovilla; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Administrator or designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and

Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood-proofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- (a) The danger to life and property due to flooding or erosion damage;
- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (c) The danger that materials may be swept onto other lands to the injury of others;
- (d) The compatibility of the proposed use with existing and anticipated development;
- (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (h) The necessity to the facility of a waterfront location, where applicable;
- (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

- (1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

ORDINANCE 2013-007
ATTACHMENT A

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an

adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special

flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(2) All new construction and substantial improvements of non-residential structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice

that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

SECTION F. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION G. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than **\$500** for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent **Ovilla** from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION H. CERTIFICATION OF ADOPTION

APPROVED: _____
(community official)

PASSED: _____
(adoption date)

ORDINANCE BECOMES EFFECTIVE: _____
(effective date)

I, the undersigned, Mayor Tom Leverentz, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Ovilla, at a regular meeting duly convened on _____.

{Signature of Certifying Official}

{SEAL}



AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

1. Copy of proposed RFP

Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consider proposed RFP for solid waste and recycling services to include a once-a-year household hazardous waste service day as an alternate bid item.

Discussion / Justification:

Staff has compiled a RFP for a solid waste contract that includes household hazardous waste as an alternate bid item. The document has been reviewed by legal counsel. Staff is ready to proceed with the proposed scheduled timeline as listed in the document to begin the bid process and posted notifications, including the City's webpage. The current contract with Community Waste Disposal expires December 31, 2013.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE PROPOSED RFP FOR SOLID WASTE AND RECYCLING SERVICES, INCLUDING A HOUSEHOLD HAZARDOUS WASTE SERVICE DAY AS AN ALTERNATE BID ITEM AS PRESENTED."

CITY OF OVILLA, TEXAS



REQUEST FOR PROPOSALS

SOLID WASTE COLLECTION & DISPOSAL

RECYCLABLE MATERIALS COLLECTIONS & PROCESSING

HOUSEHOLD HAZARDOUS WASTE DAY

June 2013

REQUEST FOR PROPOSALS

NOTICE TO VENDORS



The **CITY OF OVILLA**, Dallas and Ellis Counties, Texas will receive sealed proposals in the office of Pam Woodall, City Secretary for the City of Ovilla, 105 S. Cockrell Hill Rd Ovilla, Texas until **Wednesday July 3, 2013, 2:00 p.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 **Wednesday, June 26, 2013, 3:00 P.M.** IN THE COUNCIL CHAMBER ROOM, 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 and curbside recycling or, OPTION (2) Household hazardous waste pick-up day, once annually or twice annually. 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 **Wednesday July 3, 2013, 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 Sharon Jungman, 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)."

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CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Wednesday, June 12, 2013	1 st Public Notice accepting bids and date they will be publicly opened.
Wednesday, June 12, 2013	Deliver Request for Proposals to Vendors and post on the Website
Wednesday, June 19, 2013	2 nd Public Notice
Wednesday, June 26, 2013	Pre Bid Conference will be held at 3:00 p.m. at 105 S. Cockrell Hill Rd, Council Chambers, to discuss bid and requirements.
Wednesday, July 3, 2013	Sealed Proposals due from Vendors at 2:00 p.m. Publicly open sealed bids at 2:15 p.m. in Council Chamber Room.
July 5 – July 12	Complete analysis of RFP's received. Bids are tabulated.
Monday, July 22, 2013	Update Council to discuss apparent low bid and receive recommendation.
July 23 – July 30, 2013	Negotiate contract with selected vendor for Council consideration.
Monday, August 12, 2013	City Council consideration of award of contract with selected vendor.
September 2013	Begin aggressive communication with citizens regarding changes in garbage collection (i.e. new collection days, change in service etc.).
December 1, 2013	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. An additional option is included for one household hazardous waste pick-up day annually.

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 seeks to include a 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 Contractors 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.

H. Household Hazardous Waste Collection Day.

The City requests an additional proposal for one and/or two Household Hazardous Waste Collection day(s).

1. Collections of:
 - a. Paints, chemicals,
 - b. Rubber, Tires, motor oils
 - c. Old computer equipment, technical equipments, phones, etc.

3. PREPARATION OF THE BID

A pre-bid conference will be conducted on Wednesday, June 26, 2013 at 3:00 p.m. in the Council Chamber Room, 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 non-authoritative 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 Addendum.

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 interlineations 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. The award of the Contract, if at all, will be based on the City's sole determination of the service and contractor which will provide the best value to the City.

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 (2) one-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 **Wednesday, June 26, 2013**. 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 six feet in length or 40 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 there under 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
 - Household hazardous waste pick-up day once annually (date to be determined)

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 Contractor's 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 (except on annual designated day), 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 (2) one-year renewal options 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, 2013. 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, 2013**.

DRAFT

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.

Contactor'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

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 \$ _____

INCLUDE LANDFILL FEES IN BID AMOUNT.**PER UNIT PER MONTH**

BID OPTION 1: (Residential Curbside Recycling):

A. *Recyclable Materials Collection & Processing*

(Paper products only)

Once a Week Collection

\$ _____

Once a Month Collection

\$ _____

B. *Recyclable Materials Collection & Processing*

(Paper and Commingled items)

Once a Week Collection

\$ _____

Once a Month Collection

\$ _____

TOTAL RESIDENTIAL RATE FOR BASE BID OPTION 1:

\$ _____

BID OPTION 2: (Household Hazardous Waste):

A. *Once annually*

\$ _____

B. *Twice Annually*

\$ _____

TOTAL 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

Free City Services

LOCATION/EVENT NAME-	NUMBER	NOTES
ANNUAL CLEAN UP (ONE DAY)	6	Contractor will need to deliver roll-offs 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 roll off 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.
CITY HALL	1 X 30 YD Open top	15 per year
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week

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: \$14.32

Age 65 and Older: \$11.32

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 6 feet in length. (Approximately the size of a desk).
 - F. Bulky Items: Free collection twice per month
 - 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.

Pam Higgins

From: Ron MacFarlane [rmacfarlane@macfarlanelaw.com]
Sent: Monday, April 15, 2013 1:14 PM
To: Pam Higgins
Subject: RE: Review
Attachments: RFP-OVILLA RFP Solid Waste2013 1.Atty Rev. and Redline.docx

Wow, nice job putting that together. I made only one small change, actually just an amplification, in Section 14. See attached.

Ron G. MacFarlane, Jr.

THE MACFARLANE FIRM, P.C.
ATTORNEYS & COUNSELORS AT LAW
3010 LBJ Freeway, Suite 1200
Dallas, Texas 75234
Telephone: (214) 960-4201
Facsimile: (888) 453-8006

From: Pam Higgins [<mailto:PHiggins@cityofovilla.org>]
Sent: Monday, April 15, 2013 11:49 AM
To: Ron MacFarlane
Subject: Review

Hi Ron,
Please review this document and advise if everything reads okay. I know it needs a little format fine-tuning. This item is intended to go to Council on April 22.
Thank you.
Pam

Pamela Woodall
City Secretary
City of *Ovilla*
105 S. Cockrell Hill Road
Ovilla, Texas 75154
PHONE: 972.617.7262
FAX: 972.515.3221
www.cityofovilla.org

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villa City Council

AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

1. Dallas County Letter
2. Copy of proposed agreement
3. Email correspondence with Dallas County

Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consider proposed Dallas County Master Interlocal Agreement Governing Co-sponsored and/or Co-Funded Road and Bridge Maintenance Projects.

Discussion / Justification:

This is a 5-year renewal Interlocal Agreement.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE PROPOSED DALLAS COUNTY MASTER INTERLOCAL AGREEMENT AS PRESENTED."



DALLAS COUNTY PUBLIC WORKS

March 29, 2013

Mr. Brad Piland
Director of Public Works
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154

Re: Dallas County Master Interlocal Agreement Governing Co-Sponsored and/or
Co-Funded Road & Bridge Maintenance Projects

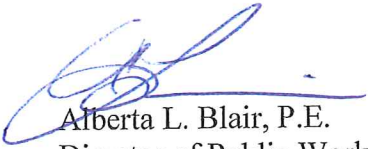
Dear Mr. Piland:

Dallas County has recently initiated efforts to standardize our approach to documenting road and bridge maintenance agreements affecting projects co-sponsored and/or funded with the various municipalities making up the county. In this regard, we have formulated the attached proposed Master Interlocal Agreement which sets out our respective responsibilities, obligations and expectations when undertaking qualified road maintenance activities.

It is our desire to execute this five-year agreement with each municipal entity making up the County, such that when evaluating joint road maintenance project proposals going forward, we are able to expeditiously consider same, and to execute simplified agreements addressing the parameters thereof. It is vitally important that we have such master interlocal agreements in place to facilitate timely action, when required. I ask that you review and consider the proposed agreement attached. Provided it meets with your approval, I further ask that you present same to your local governing body for its consideration and adoption. Once approved by your local governing bodies, please return to my attention for further handling before the Dallas County Commissioners Court.

I am certain that the processes that we are attempting to establish will better serve our mutual interests in orderly and timely facilitating our joint road maintenance projects. We appreciate your timely consideration and handling of this matter. Should you have questions, comments or concerns, please contact Ms. Antoinette Bacchus, P.E., Assistant Director of Public Works, at 214-653-7151 or via email at Antoinette.Bacchus@dallascounty.org.

Sincerely,



Alberta L. Blair, P.E.
Director of Public Works

Attachment (Master Road & Bridge Interlocal Agreement)

cc: John Wiley Price, Commissioner, Road and Bridge District 3
Jackie Lee, Interim City Administrator
Antoinette Bacchus, P.E., Assistant Director of Public Works
Roger Miller, Road and Bridge Superintendant, District 3
Paul E. Hamilton, Assistant District Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

**MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY
AND THE CITY OF _____, TEXAS, PERTAINING TO TRANSPORTATION-
RELATED MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS
SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF _____**

WHEREAS, This Master Interlocal Agreement ("Agreement") is entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, On occasion, the County of Dallas, Texas, hereinafter called "County", and the City of _____, Texas, hereinafter called "City", desire to enter into an Interlocal Agreement for the purpose of City retaining and authorizing County, through its Road & Bridge forces, to maintain various "Type E" Roadways, situated wholly within the territorial limits of City; and

WHEREAS, "Type E" Roadway Projects shall be defined as improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under V.T.C.A., Government Code, Chap. 791. Dallas County Code, Sec. 102-3(5). and,

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for the purpose of jointly coordinating, facilitating and/or funding maintenance activity on certain duly qualified "Type B" Roadways, also situated wholly within the territorial limits of City; and

WHEREAS, "Type B" Roadway Projects shall be defined as improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments shall be used as a guide to determine which thoroughfares are of major cross-county importance. Dallas County Code, Sec. 102-3(2), and,

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for purpose of City authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services

do not fall squarely within the purview of "Type E" or "Type B" Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of City; and

WHEREAS, This collaboration between County and City is consistent with Strategy 4.2 of the Dallas County's Strategic Plan in that it fosters partnership between County and local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between County and City for the mutual consideration stated herein:

I. PURPOSE

City has requested in the past, and will likely request in the foreseeable future (1) that County participate in the funding only of, certain roadway maintenance projects ("projects") on City's street system, which projects shall be duly qualified "Type B" Roadway Projects, (2) that County provide certain roadway maintenance services on City's street system, which projects shall be duly qualified "Type B" or "Type E" Roadway Projects, or (3) that County, through its Road & Bridge forces, perform certain minor transportation-related maintenance services on or about City's streets and alleyways which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for County and City to jointly undertake one or more of these transportation-related maintenance projects on or about public roadways situated wholly within the incorporated and territorial jurisdiction of the City, said roadway being of significance to Dallas County.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement ("PSA"), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of City. Projects considered hereunder that are neither Type B, C or E roadway maintenance or improvements, as those type project are defined by Dallas County Code, Sec 102-3, and that do not exceed the amount of \$25,000 may be approved by the Directors of Public Works, for each respective entity, and shall be binding on the entities just as if approved by the governing bodies.

Projects undertaken pursuant to this Agreement are for the benefit of the City and County, and not the purposeful benefit of any third parties. It is the express intention of City and County that any person or entity, other than City or County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent County and City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

II. CITY'S CONTRIBUTION

For duly qualified "Type B" Roadway Projects contemplated hereunder, City shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of County's financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, City shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by City or County for the performance of these government functions shall be made from current revenues available to them.

III. CITY'S OBLIGATIONS

Prior to the commencement of any project hereunder, City shall clearly detail the location, scope and nature of the services it desires performed, whether by County or a third party. Should City desire that County, through deployment of its Road & Bridge workforces, perform such services, County shall prepare a written and detailed proposal for City's consideration and approval, indicating all work to be performed by County, and at what costs and expense to City. Should City desire that roadway maintenance be performed by a third party, City shall prepared a written and detailed proposal for County's consideration and approval, again indicating all work to be performed by the third party, and at what expense to City and County.

Before any such work commences, City and County must have a clear and mutual understanding of the scope of services to be provided and the costs associated with each such project. Said mutual understanding shall be evidenced by supplemental documentation, i.e. project specific proposals, which shall only be binding once approved by County and the governing body of City. Said proposals, if approved, shall be confirmed in writing, which shall be considered supplemental hereto.

For all projects wherein the County is obligated to provide maintenance and/or services, immediately upon County's commencement of work duly authorized by them, City shall set aside, segregate and escrow for County's benefit, the full agreed amounts for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, County shall be paid promptly, and in

full once the project is completed.

Where required by nature of the projects undertaken, City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity, (2) acquiring any right-of-way necessary to complete the project under consideration, (3) locating all manholes, water valves, and other utilities within the project, (4) making all utility relocations or adjustments necessary for the project, (5) remediation of any hazardous or regulated materials, or other environmental hazard on or near the project site, and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to insure that such activity will not delay the County's timely performance of its maintenance activities.

City agrees to permit County, at County's expense, to conduct routine special studies of traffic conditions within City, which studies might include traffic counts, measurements of speeds, delays, congestion, and the like.

IV. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, County shall contribute as follows:

1. For all duly qualified "Type B" Roadway Projects, County shall contribute an amount not to exceed fifty percent (50%), which contribution may be made through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two, and
2. For all other duly qualified projects, County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide roadway maintenance services, all of which shall be provided at City's, or another funding source's expense.

V. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section I, above. Once so approved, if called upon to do so, County shall perform all services contemplated hereunder in a timely, good and workmanlike manner, consistent with professional industry standards. Further, County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of City. Nothing herein shall be construed to prohibit County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by City or County, County shall immediately bring same to attention of City, and await direction and guidance from City on resolution of same. Where reasonably required by nature of the unknown condition, County may cease performance hereunder until such time as adverse conditions are rectified or remedied by City, and such delay shall not constitute a material breach of this Agreement.

VI. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 31, 2017. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol stated below.

VII. LIABILITY

Nothing stated herein shall be construed as a waiver of all the protections afforded County as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, County shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. County assumes no liability or responsibility for the acts and omissions of City, their employees, agents, officers or others working through them in any capacity.

Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. City assumes no liability or responsibility for the acts and omissions of County, their employees, agents, officers or others working through them in any capacity.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement and any attachments hereto sets forth the entire agreement between the parties respecting the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Severability.** If any term, covenant, condition or provision of this Agreement shall be declared invalid by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

C. **Not an Agent.** County and City mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

D. **Venue.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

E. **Amendment.** This Agreement may be supplemented and/or amended at any time through the mutual consent of both County and City, so long as all amendments, changes, revisions, and discharges of this Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

F. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Fourth Floor
Dallas, Texas 75202

and

Commissioner _____
Dallas County Commissioner, District #__
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

City Designee

G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. **Headings.** The headings and titles used herein are for sake of convenience only, and not intended to affect the interpretation or construction of such provisions.

I. **Contingent.** This Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City of _____, Texas.

The City of _____, State of Texas, has executed the Agreement pursuant to duly authorized City Council Action on the _____ day of _____, 2013.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2013.

Executed this the _____ day of _____, 2013.

Executed this the _____ day of _____, 2013.

CITY OF _____:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

APPROVED AS TO FORM:

_____, City Attorney

Paul E. Hamilton
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Pam Higgins

From: Belinda Hayward [Belinda.Hayward@dallascounty.org]
Sent: Thursday, April 18, 2013 3:32 PM
To: Pam Higgins
Subject: RE: Road & Bridge Master Interlocal Agreement

You're welcome.

Belinda Hayward
Contract Administrator
Public Works
411 Elm. St., 4th Floor
Dallas, Texas 75202
214-653-7136
Belinda.Hayward@dallascounty.org

From: Pam Higgins [PHiggins@cityofovilla.org]
Sent: Thursday, April 18, 2013 3:30 PM
To: Belinda Hayward
Subject: RE: Road & Bridge Master Interlocal Agreement

Thank you. I will forward this to Council when considering the agreement.
Pam

Pamela Woodall
City Secretary
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154
PHONE: 972.617.7262
FAX: 972.515.3221
www.cityofovilla.org

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From: Belinda Hayward [<mailto:Belinda.Hayward@dallascounty.org>]
Sent: Thursday, April 18, 2013 3:18 PM
To: Pam Higgins
Cc: Brad Piland; Antoinette Bacchus
Subject: Road & Bridge Master Interlocal Agreement

Pam,

In answer to your question about Type C roads, Sec. 102-3 of the Dallas County Code describes 5 types of projects. Type C is described in the following manner: "Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system."

You would not be affected by this type of road.



AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Amount: \$175.00

Attachments:

- I. Two sample photos of proposed sign

Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Consider proposed sign design for Weldon O'Dell Field, Ovilla's main ballpark and future purchases.

Discussion / Justification:

The top photo (with scrolls) is the standard sign design that has been used in the past. PLI Hall asked that Council view a sample without the scrolls before order and purchase.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE 1ST SIGN DESIGN (with scrolls) OR THE 2ND SIGN DESIGN (without scrolls) AND TO CONTINUE THIS DESIGN FOR FUTURE PURCHASES."

1



OPT. 1 - DOUBLE FACE FENCE SIGN
SCALE: 1 1/2" = 1'

2



OPT. 2 - DOUBLE FACE FENCE SIGN
SCALE: 1 1/2" = 1'

NOTE: IF ELECTRICAL SERVICE IS REQUIRED, IT WILL BE YOUR RESPONSIBILITY, AS THE CUSTOMER TO PROVIDE A 120 VOLT PRIMARY, INCLUDING GROUND WIRING DIRECTLY FROM PANEL BOX, WITHIN SIX (6) FEET OF SIGNAGE. ALL INSTALLATION IS TO MEET N.E.C CODE.



DATE: 04/16/2013
CLIENT: CITY OF OVILLA
PROJECT: WELDON ODELL FIELD
LOCATION: OVILLA, TX
FILE: O-COMP-WELDONFIELD00.AI

PREPARED BY: JKP

BEFORE APPROVING:

PLEASE REVIEW ALL SIZES AND SPECS CONTAINED IN THIS DRAWING. COLORS WILL VARY FROM MONITORS TO PRINTS. THE EXACT COLOR SAMPLES ARE AVAILABLE ON YOUR REQUEST. THERE MAY OR MAY NOT BE A FEE INVOLVED. **BY APPROVING THIS ARTWORK YOU ARE AGREEING THAT RUSSELL BYRUM SIGNS WILL NOT BE HELD RESPONSIBLE FOR ANY CHANGES MADE AFTER OR OUTSIDE THIS APPROVAL. IT IS YOUR RESPONSIBILITY TO GET LANDLORD APPROVAL.**

☐ - APPROVED AS IS ☐ - APPROVED W/ NOTES ☐ - DENIED, PLEASE REVISE

CLIENT SIGNATURE _____ CLIENT PRINT _____ DATE _____

LANDLORD SIGNATURE _____ LANDLORD PRINT _____ DATE _____

*REPRODUCTION IN WHOLE OR IN PART IS PROHIBITED
WITHOUT EXPRESS PERMISSION OF RUSSELL BYRUM SIGNS.

AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ ActionBudgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount: \$349.20

Attachments:

1. Copy of proposed Resolution 2013-005
2. Staff report on assessment resolution
3. List of Steering Committee member cities
4. Invoice – 2013 assessment fee

Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Consider proposed Resolution 2013-005, authorizing continued participation with the Steering Committee of cities served by Oncor and authorizing the payment of 10 cents per capita to the Steering Committee.

Discussion / Justification:

This is an annual renewal membership. The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution rates reasonable. The Committee protects the authority of municipalities over the regulated wire service and rates charged by Oncor Electric Delivery Company, LLC.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE PROPOSED RESOLUTION 2013-005 AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC."

RESOLUTION 2013-005
ONCOR

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC

WHEREAS, the City of OVILLA is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of OVILLA and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "Steering Committee of Cities Served by Oncor" shall be sent to Jay Doegey, Chair, Steering

Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

PRESENTED AND PASSED on this the _____ day of _____, 2013, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

ATTEST: Signature
Mayor

Signature
City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of _____ is a member of a 150-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of a ten cent (\$0.10) *per capita* fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by TXU (since renamed as Oncor Electric Delivery Company, LLC) gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of "Be It Resolved" Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.

II. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires notification to the Chair of the Steering Committee, Jay Doegey, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Jay Doegey, Chair, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*.

STEERING COMMITTEE CITIES SERVED BY ONCOR (150)

Addison	Flower Mound	Oak Point
Allen	Forest Hill	Odessa
Alvarado	Fort Worth	O'Donnell
Andrews	Frisco	Ovilla
Anna	Frost	Palestine
Archer City	Gainesville	Pantego
Argyle	Garland	Paris
Arlington	Glenn Heights	Plano
Azle	Grand Prairie	Pottsboro
Bedford	Granger	Prosper
Bellmead	Grapevine	Ranger
Belton	Gunter	Rhome
Benbrook	Haltom City	Richardson
Beverly Hills	Harker Heights	Richland Hills
Big Spring	Heath	River Oaks
Breckenridge	Henrietta	Roanoke
Bridgeport	Hewitt	Robinson
Brownwood	Highland Park	Rockwall
Buffalo	Honey Grove	Rosser
Burkburnett	Howe	Rowlett
Burleson	Hurst	Sachse
Caddo Mills	Hutto	Saginaw
Cameron	Iowa Park	Seagoville
Canton	Irving	Sherman
Carrollton	Jolly	Snyder
Cedar Hill	Josephine	Southlake
Celina	Justin	Springtown
Centerville	Kaufman	Stephenville
Cleburne	Keller	Sulphur Springs
Coahoma	Kerens	Sunnyvale
Colleyville	Killeen	Sweetwater
Collinsville	Krum	Temple
Comanche	Lake Worth	Terrell
Commerce	Lakeside	The Colony
Coppell	Lamesa	Trophy Club
Copperas Cove	Lancaster	Tyler
Corinth	Lewisville	University Park
Crowley	Lindale	Venus
Dallas	Little Elm	Waco
Dalworthington Gardens	Little River Academy	Watauga
DeLeon	Malakoff	Waxahachie
De Soto	Mansfield	White Settlement
Denison	McKinney	Wichita Falls
Duncanville	Mesquite	Willow Park
Early	Midland	Woodway
Eastland	Midlothian	Wylie
Edgecliff Village	Murchison	
Eules	Murphy	567089
Everman	Nacogdoches	
Fairview	New Chapel Hill	
Farmers Branch	North Richland Hills	
Fate	Oak Leaf	

Oncor Cities Steering Committee

c/o Jay Doegey, City Attorney
Post Office Box 90231
MS # 63-0300
Arlington, TX 76004-3231

Invoice

Date	Invoice #
3/27/2013	13-107

Bill To
City of Ovilla

Item	Population	Per capita	Amount
2013 Assessment	3,492	0.10	349.20
Total			\$349.20

Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, c/o Jay Doegey, Chair, Arlington City Attorney's Office, PO Box 90231, Mail Stop 63-0300, Arlington, Texas 76004-3231



AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Amount: **\$8,679.37**

Attachments:

1. 125 Flex Plan Chronology
2. Auditor's Payroll Deduction Summary
3. Flexible Benefits (125) Plan Document & Summary Plan Description
4. Employee Letter

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consider approving reimbursements to affected employees, the differences between pre-tax and post-tax calculations on gross wages from October 1, 2009 to the present.

Discussion / Justification:

Staff has reviewed and completed the analysis of the 125 flex plan document to insure administrative compliance; employees reimbursements have been calculated by the Auditor's Office (with staff review and concurrence); payroll system revisions; Attorney review completed; and upon Council's approval reimbursements can be distributed to employees.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE REIMBURSEMENTS TO AFFECTED EMPLOYEES THE DIFFERENCES BETWEEN PRE-TAX AND POST-TAX CALCULATIONS ON GROSS WAGES FROM OCTOBER 1, 2009 TO THE PRESENT AS PRESENTED."

125 Flex Plan Chronology

October 1, 2009 -

The former City Administrator signed the AFLAC agreement establishing a Flex One Account

The former City Administrator thought this was optional and did not know it would legally bind us to a 125 Plan

Sept. 27, 2010

Employee Personnel Handbook Approved by Resolution 2010.014
Page 45 States that a "Cafeteria Plan is not currently offered"

March 2013

First time the City Accountant was shown the AFLAC agreement signed by the former City Administrator in Oct. 2009

Added new Payroll Item in Quick Books for AFLAC - Pre-Tax

Employees questioned why we had not been doing this in the past.

The City Secretary sent Ron Macfarlane (our Lawyer) a copy of the agreement and asked him where we stood legally in this matter.

The City Accountant sent an E-mail to the Auditors asking for their help in resolving this matter. Along with a report the City Accountant had done totaling the benefits paid from Oct. 2009 to March 1, 2013.
This report included (AFLAC pre-tax & post tax, Health insurance & dental insurance) paid during this time period.

Found out that not all AFLAC payments are Pre-Tax

April 2013

Auditors sent a spreadsheet with the calculations on how much to pay each employee back the difference between the Pre-Tax and Post Tax amounts that occurred between Oct. 2009 and Feb. 2013.

Auditors created a form for employees to sign before we pay them for the differences.

Changed Payroll to reflect the correct deductions for employees based on Pre-Tax AFLAC & Post Tax AFLAC (Short Term & Long Term Disability and Life Insurance are not Pre-Tax they are Post Tax)

Called AFLAC and obtained a full plan document.

Expenses incurred to date;	
Auditors	956.45
Lawyer	795.00
Employees	8,679.37
*Total	10,430.82

* Additional expenses may be received from Auditors, Lawyer and additional costs for Employees Health Care & Dental expenses incurred since March 1, 2013.

The pay back to employees will be done with a pre-tax line item added to payroll.
Former employees will be paid thru accounts payable.

The cost of this un-budgeted expense will be taken out of the Contingency Account 5109000 with Council Approval.

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Borders, Jeremy W	Borders, Jeremy W	Borders, Jeremy W
Employee Wages, Taxes and Adjustments			
Total Gross Pay	9,453.28	9,453.28	
Deductions from Gross Pay			
Aetna Dental	0.00	(86.80)	
AFLAC-Health Insurance	0.00	0.00	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(661.73)	(661.73)	
Total Deductions from Gross Pay	(661.73)	(748.53)	
Adjusted Gross Pay	8,791.55	8,704.75	
Taxes Withheld			
Federal Withholding	(752.00)	(744.58)	
Medicare Employee	(137.08)	(135.81)	
Social Security Employee	0.00	0.00	
Total Taxes Withheld	(889.08)	(880.39)	
Deductions from Net Pay			
Aetna Dental	(86.80)	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	0.00	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(86.80)	0.00	
Net Pay	7,815.67	7,824.36	8.69

Actual	1,919,853.34
Corrected	1,928,532.71
Owed	8,679.37

Employees Corrected	25
Current Employees	19
Inactive Employees	6

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Bradshaw, Eric A	Bradshaw, Eric A	Bradshaw, Eric A
Employee Wages, Taxes and Adjustments			
Total Gross Pay	15,131.23	15,131.23	
Deductions from Gross Pay			
Aetna Dental	0.00	(337.00)	
AFLAC-Health Insurance	0.00	(827.16)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(1,059.17)	(1,059.17)	
Total Deductions from Gross Pay	(1,059.17)	(2,223.33)	
Adjusted Gross Pay	14,072.06	12,907.90	
Taxes Withheld			
Federal Withholding	(2.00)	(1.83)	
Medicare Employee	(219.40)	(202.52)	
Social Security Employee	0.00	0.00	
Total Taxes Withheld	(221.40)	(204.35)	
Deductions from Net Pay			
Aetna Dental	(337.00)	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(827.16)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(1,164.16)	0.00	
Net Pay	12,686.50	12,703.54	17.04

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Brancato, Phillip M.	Brancato, Phillip M.	Brancato, Phillip M.
Employee Wages, Taxes and Adjustments			
Total Gross Pay	109,574.91	109,574.91	
Deductions from Gross Pay			
Aetna Dental	0.00	0.00	
AFLAC-Health Insurance	0.00	(249.00)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(7,670.27)	(7,670.27)	
Total Deductions from Gross Pay	(7,670.27)	(7,819.27)	
Adjusted Gross Pay	101,904.64	101,655.64	
Taxes Withheld			
Federal Withholding	(19,081.00)	(19,034.38)	
Medicare Employee	(1,588.11)	(1,585.23)	
Social Security Employee	0.00	0.00	
Total Taxes Withheld	(20,669.11)	(20,619.60)	
Deductions from Net Pay			
Aetna Dental	0.00	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(249.00)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(249.00)	0.00	
Net Pay	80,986.53	81,036.04	49.51

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Bryan, James A.	Bryan, James A.	Bryan, James A.
Employee Wages, Taxes and Adjustments			
Total Gross Pay	97,005.67	97,005.67	
Deductions from Gross Pay			
Aetna Dental	0.00	0.00	
AFLAC-Health Insurance	0.00	(2,748.91)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(4,471.05)	(4,471.05)	
Total Deductions from Gross Pay	(4,471.05)	(7,219.96)	
Adjusted Gross Pay	92,534.62	89,785.71	
Taxes Withheld			
Federal Withholding	(3,440.00)	(3,337.81)	
Medicare Employee	(1,405.68)	(1,366.72)	
Social Security Employee	(979.94)	(952.17)	
Total Taxes Withheld	(5,825.62)	(5,656.70)	
Deductions from Net Pay			
Aetna Dental	0.00	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(2,748.91)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(2,748.91)	0.00	
Net Pay	83,960.09	84,129.01	168.92

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Carr, Forrest R	Carr, Forrest R	Carr, Forrest R
Employee Wages, Taxes and Adjustments			
Total Gross Pay	135,807.73	135,807.73	
Deductions from Gross Pay			
Aetna Dental	0.00	(1,187.80)	
AFLAC-Health Insurance	0.00	(959.40)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(9,384.05)	(9,384.05)	
Total Deductions from Gross Pay	(9,384.05)	(11,451.25)	
Adjusted Gross Pay	126,423.68	124,356.48	
Taxes Withheld			
Federal Withholding	(15,839.00)	(15,580.91)	
Medicare Employee	(1,968.48)	(1,939.24)	
Social Security Employee	0.00	0.00	
Total Taxes Withheld	(17,807.48)	(17,519.29)	
Deductions from Net Pay			
Aetna Dental	(1,107.80)	0.00	
Child Support - Carr	(14,549.32)	(14,549.32)	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(959.40)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	(633.55)	(633.55)	
Total Deductions from Net Pay	(17,250.10)	(15,182.90)	
Net Pay	91,366.10	91,654.33	288.23

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual	Corrected	Owed
	Castillo JR., Meliton	Castillo JR., Meliton	Castillo JR., Meliton
Employee Wages, Taxes and Adjustments			
Total Gross Pay	39,472.16	39,472.16	
Deductions from Gross Pay			
Aetna Dental	0.00	(432.28)	
AFLAC-Health Insurance	0.00	(242.98)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(2,564.65)	(2,564.65)	
Total Deductions from Gross Pay	(2,564.65)	(3,239.91)	
Adjusted Gross Pay	36,907.51	36,232.25	
Taxes Withheld			
Federal Withholding	(2,481.00)	(2,435.61)	
Medicare Employee	(572.17)	(562.56)	
Social Security Employee	(119.06)	(117.02)	
Total Taxes Withheld	(3,172.23)	(3,115.19)	
Deductions from Net Pay			
Aetna Dental	(432.28)	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(242.98)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(675.26)	0.00	
Net Pay	33,060.02	33,117.06	57.04

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual Castillo, Enrique	Corrected Castillo, Enrique	Owed Castillo, Enrique
Employee Wages, Taxes and Adjustments			
Total Gross Pay	64,650.44	64,650.44	
Deductions from Gross Pay			
Aetna Dental	0.00	(119.35)	
AFLAC-Health Insurance	0.00	(878.80)	
Health Insurance - BCBS	0.00	0.00	
Retirement - Employee	(4,525.57)	(4,525.57)	
Total Deductions from Gross Pay	(4,525.57)	(5,533.72)	
Adjusted Gross Pay	60,124.87	59,126.72	
Taxes Withheld			
Federal Withholding	(2,638.00)	(2,594.21)	
Medicare Employee	(936.76)	(922.96)	
Social Security Employee	0.00	0.00	
Total Taxes Withheld	(3,574.76)	(3,517.16)	
Deductions from Net Pay			
Aetna Dental	(119.35)	0.00	
Child Support - Carr	0.00	0.00	
Child Support - Cruz	0.00	0.00	
Court Ordered Deduction	0.00	0.00	
AFLAC-Health Insurance	(878.80)	0.00	
Health Insurance - BCBS	0.00	0.00	
Life Insurance	0.00	0.00	
Total Deductions from Net Pay	(998.15)	0.00	
Net Pay	55,551.96	55,609.56	57.60

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Actual Cruz, Johnny T.	Corrected Cruz, Johnny T.	Owed Cruz, Johnny T.	Actual Davis, Aaron
Employee Wages, Taxes and Adjustments				
Total Gross Pay	105,532.36	105,532.36		19,429.32
Deductions from Gross Pay				
Aetna Dental	0.00	(1,115.94)		0.00
AFLAC-Health Insurance	0.00	(242.98)		0.00
Health Insurance - BCBS	0.00	0.00		0.00
Retirement - Employee	(7,387.22)	(7,387.22)		(1,360.04)
Total Deductions from Gross Pay	(7,387.22)	(8,746.14)		(1,360.04)
Adjusted Gross Pay	98,145.14	96,786.22		18,069.28
Taxes Withheld				
Federal Withholding	(11,588.00)	(11,427.55)		(1,395.00)
Medicare Employee	(1,530.04)	(1,510.51)		(281.73)
Social Security Employee	0.00	0.00		0.00
Total Taxes Withheld	(13,118.04)	(12,938.07)		(1,676.73)
Deductions from Net Pay				
Aetna Dental	(1,115.94)	0.00		(196.50)
Child Support - Carr	0.00	0.00		0.00
Child Support - Cruz	(14,706.20)	(14,706.20)		0.00
Court Ordered Deduction	(16,918.14)	(16,918.14)		0.00
AFLAC-Health Insurance	(242.98)	0.00		0.00
Health Insurance - BCBS	0.00	0.00		0.00
Life Insurance	(301.86)	(301.86)		0.00
Total Deductions from Net Pay	(33,285.12)	(31,926.20)		(196.50)
Net Pay	51,741.98	51,921.95	179.97	16,196.05

City of Ovilla General Fund
Payroll Summary
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	Corrected Davis, Aaron	Owed Davis, Aaron	Actual Dox, Mollie P.	Corrected Dox, Mollie P.
Employee Wages, Taxes and Adjustments				
Total Gross Pay	19,429.32		180,045.15	180,045.15
Deductions from Gross Pay				
Aetna Dental	(196.50)		0.00	0.00
AFLAC-Health Insurance	0.00		0.00	(5,401.40)
Health Insurance - BCBS	0.00		0.00	0.00
Retirement - Employee	(1,380.04)		(11,574.37)	(11,574.37)
Total Deductions from Gross Pay	(1,556.54)		(11,574.37)	(16,975.77)
Adjusted Gross Pay	17,872.78		168,470.78	163,069.38
Taxes Withheld				
Federal Withholding	(1,379.83)		(25,117.00)	(24,311.72)
Medicare Employee	(278.88)		(2,608.21)	(2,532.33)
Social Security Employee	0.00		0.00	0.00
Total Taxes Withheld	(1,658.71)		(27,725.21)	(26,844.05)
Deductions from Net Pay				
Aetna Dental	0.00		0.00	0.00
Child Support - Carr	0.00		0.00	0.00
Child Support - Cruz	0.00		0.00	0.00
Court Ordered Deduction	0.00		0.00	0.00
AFLAC-Health Insurance	0.00		(5,401.40)	0.00
Health Insurance - BCBS	0.00		0.00	0.00
Life Insurance	0.00		0.00	0.00
Total Deductions from Net Pay	0.00		(5,401.40)	0.00
Net Pay	16,214.07	18.02	135,344.17	136,225.33

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Dox, Mollie P.	Foresman, Jessica L	Foresman, Jessica L
Employee Wages, Taxes and Adjustments			
Total Gross Pay		92,721.53	92,721.53
Deductions from Gross Pay			
Aetna Dental		0.00	0.00
AFLAC-Health Insurance		0.00	(997.14)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(6,196.45)	(6,196.45)
Total Deductions from Gross Pay		(6,196.45)	(6,893.59)
Adjusted Gross Pay		86,525.08	85,827.94
Taxes Withheld			
Federal Withholding		(9,255.00)	(9,180.43)
Medicare Employee		(1,343.92)	(1,334.35)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(10,598.92)	(10,514.78)
Deductions from Net Pay			
Aetna Dental		0.00	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(697.14)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		(301.86)	(301.86)
Total Deductions from Net Pay		(999.00)	(301.86)
Net Pay	881.16	74,927.16	75,011.29

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Foresman, Jessica L	Fulfer, Brent C	Fulfer, Brent C
Employee Wages, Taxes and Adjustments			
Total Gross Pay		69,675.63	69,675.63
Deductions from Gross Pay			
Aetna Dental		0.00	(1,289.85)
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(4,877.26)	(4,877.26)
Total Deductions from Gross Pay		(4,877.26)	(5,167.11)
Adjusted Gross Pay		64,798.37	63,508.52
Taxes Withheld			
Federal Withholding		(196.00)	(192.10)
Medicare Employee		(1,010.30)	(991.59)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(1,206.30)	(1,183.69)
Deductions from Net Pay			
Aetna Dental		(1,289.85)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(1,289.85)	0.00
Net Pay	84.13	62,302.22	62,324.83

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Fulfer, Brent C	Fullerton, Donald D	Fullerton, Donald D
Employee Wages, Taxes and Adjustments			
Total Gross Pay		80,433.66	80,433.66
Deductions from Gross Pay			
Aetna Dental		0.00	(1,755.44)
AFLAC-Health Insurance		0.00	(878.80)
Health Insurance - BCBS		0.00	(32,551.41)
Retirement - Employee		(5,630.38)	(5,630.38)
Total Deductions from Gross Pay		(5,630.38)	(40,826.03)
Adjusted Gross Pay		74,803.28	39,607.63
Taxes Withheld			
Federal Withholding		(4,488.00)	(2,378.35)
Medicare Employee		(1,165.62)	(655.95)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(5,653.62)	(3,032.30)
Deductions from Net Pay			
Aetna Dental		(1,755.44)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(878.80)	0.00
Health Insurance - BCBS		(32,551.41)	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(35,195.65)	0.00
Net Pay	22.61	33,954.01	36,575.33

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Fullerton, Donald D	Gutierrez, Jose S	Gutierrez, Jose S
Employee Wages, Taxes and Adjustments			
Total Gross Pay		10,280.38	10,280.38
Deductions from Gross Pay			
Aetna Dental		0.00	(65.10)
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(719.61)	(719.61)
Total Deductions from Gross Pay		(719.61)	(784.71)
Adjusted Gross Pay		9,560.77	9,495.67
Taxes Withheld			
Federal Withholding		(1,168.00)	(1,160.05)
Medicare Employee		(149.06)	(148.12)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(1,317.06)	(1,308.17)
Deductions from Net Pay			
Aetna Dental		(65.10)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(65.10)	0.00
Net Pay	2,621.32	8,178.61	8,187.50

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Gutierrez, Jose S	Jungman, Sharon A	Jungman, Sharon A
Employee Wages, Taxes and Adjustments			
Total Gross Pay		173,944.33	173,944.33
Deductions from Gross Pay			
Aetna Dental		0.00	(1,292.52)
AFLAC-Health Insurance		0.00	(1,460.12)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(11,147.10)	(11,147.10)
Total Deductions from Gross Pay		(11,147.10)	(13,899.74)
Adjusted Gross Pay		162,797.23	160,044.59
Taxes Withheld			
Federal Withholding		(20,020.00)	(19,681.49)
Medicare Employee		(2,521.08)	(2,482.28)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(22,541.08)	(22,163.77)
Deductions from Net Pay			
Aetna Dental		(1,292.52)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(1,460.12)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		(1,302.37)	(1,302.37)
Total Deductions from Net Pay		(4,055.01)	(1,302.37)
Net Pay	8.89	136,201.14	136,578.45

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed Jungman, Sharon A	Actual Kretlow, Richard S.	Corrected Kretlow, Richard S.
Employee Wages, Taxes and Adjustments			
Total Gross Pay		58,906.42	58,906.42
Deductions from Gross Pay			
Aetna Dental		0.00	(1,034.95)
AFLAC-Health Insurance		0.00	(1,185.20)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(4,123.44)	(4,123.44)
Total Deductions from Gross Pay		(4,123.44)	(9,343.59)
Adjusted Gross Pay		54,782.98	52,562.83
Taxes Withheld			
Federal Withholding		(6,813.00)	(6,536.69)
Medicare Employee		(853.40)	(821.05)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(7,666.40)	(7,357.74)
Deductions from Net Pay			
Aetna Dental		(1,034.95)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(1,185.20)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(2,220.15)	0.00
Net Pay	377.31	44,896.43	45,203.98

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed Kretlow, Richard S.	Actual McCoy, Tammy J.	Corrected McCoy, Tammy J.
Employee Wages, Taxes and Adjustments			
Total Gross Pay		138,998.27	138,998.27
Deductions from Gross Pay			
Aetna Dental		0.00	0.00
AFLAC-Health Insurance		0.00	(8,732.81)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(8,700.83)	(8,700.83)
Total Deductions from Gross Pay		(8,700.83)	(15,433.44)
Adjusted Gross Pay		130,297.44	123,564.83
Taxes Withheld			
Federal Withholding		(14,227.00)	(13,491.88)
Medicare Employee		(2,013.33)	(1,917.85)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(16,240.33)	(15,409.73)
Deductions from Net Pay			
Aetna Dental		0.00	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(6,732.61)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(6,732.61)	0.00
Net Pay	307.55	107,324.50	108,155.10

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed McCoy, Tammy J.	Actual Moon, Michael C.	Corrected Moon, Michael C.
Employee Wages, Taxes and Adjustments			
Total Gross Pay		209,985.80	209,985.80
Deductions from Gross Pay			
Aetna Dental		0.00	(1,890.24)
AFLAC-Health Insurance		0.00	(1,011.34)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(14,698.74)	(14,698.74)
Total Deductions from Gross Pay		(14,698.74)	(17,800.32)
Adjusted Gross Pay		195,287.06	192,385.48
Taxes Withheld			
Federal Withholding		(32,816.00)	(32,328.42)
Medicare Employee		(3,044.33)	(3,002.72)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(35,860.33)	(35,331.14)
Deductions from Net Pay			
Aetna Dental		(1,890.24)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(1,011.34)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(2,901.58)	0.00
Net Pay	830.60	156,525.15	157,054.34

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Moon, Michael C.	Ortegon, Mario C.	Ortegon, Mario C.
Employee Wages, Taxes and Adjustments			
Total Gross Pay		125,668.96	125,668.96
Deductions from Gross Pay			
Aetna Dental		0.00	(3,152.20)
AFLAC-Health Insurance		0.00	(2,822.54)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(8,796.73)	(8,796.73)
Total Deductions from Gross Pay		(8,796.73)	(14,771.47)
Adjusted Gross Pay		116,872.23	110,897.49
Taxes Withheld			
Federal Withholding		(70.00)	(88.42)
Medicare Employee		(1,820.54)	(1,735.57)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(1,890.54)	(1,801.99)
Deductions from Net Pay			
Aetna Dental		(3,152.20)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(2,822.54)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(5,974.74)	0.00
Net Pay	529.19	109,006.95	109,095.50

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Ortegon, Mario C.	Pickard, Donnie G.	Pickard, Donnie G.
Employee Wages, Taxes and Adjustments			
Total Gross Pay		164,186.72	164,186.72
Deductions from Gross Pay			
Aetna Dental		0.00	0.00
AFLAC-Health Insurance		0.00	(5,267.07)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(10,709.06)	(10,709.06)
Total Deductions from Gross Pay		(10,709.06)	(16,976.13)
Adjusted Gross Pay		153,477.66	147,210.59
Taxes Withheld			
Federal Withholding		(24,800.00)	(23,787.32)
Medicare Employee		(2,380.71)	(2,289.63)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(27,180.71)	(26,077.16)
Deductions from Net Pay			
Aetna Dental		0.00	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(6,267.07)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(6,267.07)	0.00
Net Pay	88.55	120,029.88	121,133.43

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Pickard, Donnie G.	Piland, Bradley D	Piland, Bradley D
Employee Wages, Taxes and Adjustments			
Total Gross Pay		92,054.91	92,054.91
Deductions from Gross Pay			
Aetna Dental		0.00	0.00
AFLAC-Health Insurance		0.00	(878.80)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(6,443.89)	(6,443.89)
Total Deductions from Gross Pay		(6,443.89)	(7,322.89)
Adjusted Gross Pay		85,611.02	84,732.22
Taxes Withheld			
Federal Withholding		(8,694.00)	(8,694.76)
Medicare Employee		(1,334.12)	(1,322.05)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(10,028.12)	(9,926.81)
Deductions from Net Pay			
Aetna Dental		0.00	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(878.80)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(878.80)	0.00
Net Pay	1,103.55	74,704.10	74,805.41

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Piland, Bradley D	Robinson, Tyler B	Robinson, Tyler B
Employee Wages, Taxes and Adjustments			
Total Gross Pay		44,853.09	44,853.09
Deductions from Gross Pay			
Aetna Dental		0.00	(451.06)
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(3,139.73)	(3,139.73)
Total Deductions from Gross Pay		(3,139.73)	(3,590.79)
Adjusted Gross Pay		41,713.36	41,262.30
Taxes Withheld			
Federal Withholding		(4,935.00)	(4,851.64)
Medicare Employee		(650.36)	(643.83)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(5,585.36)	(5,525.47)
Deductions from Net Pay			
Aetna Dental		(451.06)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(451.06)	0.00
Net Pay	101.31	35,676.94	35,736.83

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Robinson, Tyler B	Whiteman, Randall	Whiteman, Randall
Employee Wages, Taxes and Adjustments			
Total Gross Pay		271,868.91	271,868.91
Deductions from Gross Pay			
Aetna Dental		0.00	(644.76)
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(18,467.40)	(18,467.40)
Total Deductions from Gross Pay		(18,467.40)	(18,112.16)
Adjusted Gross Pay		253,401.51	252,756.75
Taxes Withheld			
Federal Withholding		(38,108.00)	(38,011.04)
Medicare Employee		(3,942.10)	(3,932.78)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(42,050.10)	(41,943.79)
Deductions from Net Pay			
Aetna Dental		(644.76)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(644.76)	0.00
Net Pay	59.89	210,706.65	210,812.96

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Whiteman, Randall	Willis, Jennifer A	Willis, Jennifer A
Employee Wages, Taxes and Adjustments			
Total Gross Pay		78,123.22	78,123.22
Deductions from Gross Pay			
Aetna Dental		0.00	(731.56)
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(5,468.58)	(5,468.58)
Total Deductions from Gross Pay		(5,468.58)	(6,200.14)
Adjusted Gross Pay		72,654.64	71,923.08
Taxes Withheld			
Federal Withholding		(6,763.00)	(6,694.90)
Medicare Employee		(1,132.78)	(1,122.18)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(7,895.78)	(7,817.08)
Deductions from Net Pay			
Aetna Dental		(731.56)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		0.00	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		0.00	0.00
Total Deductions from Net Pay		(731.56)	0.00
Net Pay	106.31	64,027.30	64,106.00

City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed	Actual	Corrected
	Willis, Jennifer A	Woodall, Pamela H	Woodall, Pamela H
Employee Wages, Taxes and Adjustments			
Total Gross Pay		148,562.37	148,562.37
Deductions from Gross Pay			
Aetna Dental		0.00	(432.28)
AFLAC-Health Insurance		0.00	(3,892.94)
Health Insurance - BCBS		0.00	0.00
Retirement - Employee		(10,399.28)	(10,399.28)
Total Deductions from Gross Pay		(10,399.28)	(14,724.50)
Adjusted Gross Pay		138,163.09	133,837.87
Taxes Withheld			
Federal Withholding		(18,282.00)	(17,709.68)
Medicare Employee		(2,152.38)	(2,091.44)
Social Security Employee		0.00	0.00
Total Taxes Withheld		(20,434.38)	(19,801.12)
Deductions from Net Pay			
Aetna Dental		(432.28)	0.00
Child Support - Carr		0.00	0.00
Child Support - Cruz		0.00	0.00
Court Ordered Deduction		0.00	0.00
AFLAC-Health Insurance		(3,892.94)	0.00
Health Insurance - BCBS		0.00	0.00
Life Insurance		(720.26)	(720.26)
Total Deductions from Net Pay		(5,045.48)	(720.26)
Net Pay	78.70	112,683.23	113,316.49

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City of Ovilla General Fund
Payroll Summary
October 1, 2009 through March 15, 2013

	Owed
	Woodall, Pamela H
Employee Wages, Taxes and Adjustments	
Total Gross Pay	
Deductions from Gross Pay	
Aetna Dental	
AFLAC-Health Insurance	
Health Insurance - BCBS	
Retirement - Employee	
Total Deductions from Gross Pay	
Adjusted Gross Pay	
Taxes Withheld	
Federal Withholding	
Medicare Employee	
Social Security Employee	
Total Taxes Withheld	
Deductions from Net Pay	
Aetna Dental	
Child Support - Carr	
Child Support - Cruz	
Court Ordered Deduction	
AFLAC-Health Insurance	
Health Insurance - BCBS	
Life Insurance	
Total Deductions from Net Pay	
Net Pay	633.26



Dear **PAMELA HIGGINS**:

Thank you for choosing Aflac's Flex One® flexible benefits plan. We appreciate your business.

Enclosed is a packet containing the documents necessary to establish a cafeteria plan with the assistance of Flex One. Please carefully review the Flexible Benefits Plan Document and Summary Plan Description (SPD), and verify that all of the information about benefits offered, eligibility, plan administration, and funding is correct.

Please notice that the sample Flexible Benefits Plan Document refers to the Summary Plan Description with regard to many of the plan's provisions. This approach eases administration and reduces the risk of inconsistency between the Flexible Benefits Plan Document provisions and the Summary Plan Description provisions. For example, if you have changes in the plan, most of the plan changes will only require formal adoption by the governing body of the employer and distribution of a Summary of Material Modifications (discussed in more detail below). You should also note that these documents are only sample documents typical of a plan intended to qualify as a Section 125 Cafeteria Plan with the terms and conditions thereof, and that they may need to be modified to conform to your individual circumstances.

Aflac has developed these documents with legal counsel, and it is Aflac's intent and belief that the documents in form satisfy the requirements of IRS Code Section 125. However, Aflac is not in the business of offering legal counsel or tax advice, and thus, Aflac cannot and does not make any representations about the legal or tax effect of these documents upon any particular employer. Therefore, it is each employer's responsibility to determine, with the assistance of the employer's own legal counsel, the suitability of these particular documents, and the legal and tax effect of these plan documents upon the employer and its employees.

Since Aflac has no control over your subsequent modification and/or administration of the plan and since the Internal Revenue Service will not render an opinion as to a plan's qualified status under IRS Code Section 125, Aflac makes no representation (express or implied) as to your plan's qualification under IRS Code Section 125 and related provisions as adopted and subsequently amended by you.

You, as sponsoring employer, bear sole responsibility for amending your plan (as necessary) to comply with existing tax law and future changes, for meeting all reporting and disclosure requirements imposed by applicable law, and for the daily administration of your plan. As such, we recommend you review the following important information:

Important Compliance Issues

Nondiscrimination Testing. This test is at the very core of the legal requirements imposed by Section 125 of the Internal Revenue Code. Failure to satisfy these requirements will cause adverse tax consequences to highly compensated and/or key employees and could possibly disqualify the plan. For details regarding your nondiscrimination testing requirements, please refer to the Flex One Account Establishment Information Checklist.

Qualified Premiums. Certain insurance premiums that cover the employee (or in the case of accident or health coverage other than life insurance, the employee and tax dependents/family) may be included in the Flexible Benefits Plan Documents if adopted as part of your benefits plan. These include the following:

- Group Term Life Insurance covering the employee (eligible under IRS Code Section 79) that is equal to or less than \$50,000 (Life Insurance coverage on dependents is not eligible for pre-tax treatment.)
- Accidental-Death and Dismemberment (AD&D) coverage
- Medical, dental, hospital indemnity, cancer insurance, vision, hearing, and other qualified accident and health premiums

Effects on taxes. When including health, medical, and disability income policies within the Flexible Benefits Plan, paying for coverage on a pre-tax basis may cause insurance benefit payments under medical coverage to be subject to federal and state taxes if benefit payments from all medical policies/plans are in excess of actual medical expenses. Paying for disability income policies with pre-tax premiums will cause the benefits payable thereunder to be taxable.

Continuation of Coverage. Health benefits offered through a cafeteria plan may be subject to the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). See the SPD for more details.

Continuation of Coverage During FMLA Leave. Health benefits (including health FSA benefits) and nonhealth benefits offered through a cafeteria plan are subject to the continuation and reinstatement provisions of the Family and Medical Leave Act of 1993 ("FMLA"). See Question 13 of the SPD for more details on coverage offered under the Plan during FMLA leave.

HIPAA Privacy and Security Requirements. During the course of providing participants with health coverage under a health FSA (if applicable), the plan will have access to information about covered individuals that is deemed to be protected health information (PHI) by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA Privacy and Security Rules apply to health plans, including health FSAs. The employer is solely responsible for ensuring that the employer and the plan comply with HIPAA's rules. If you are a Health FSA plan sponsor, Aflac is enclosing a privacy packet (Important Privacy Information) with an overview of the HIPAA Privacy Rules. Aflac is also including general HIPAA language in the sample documentation (Section 10.18 of the Flexible Benefits Plan Document and, for full plans only, Appendix II to the SPD). The privacy information provided in this cafeteria plan packet is not provided with the intent of fully satisfying your HIPAA obligations. HIPAA's Privacy Rules are complicated, and their effects may vary for each plan. Please consult with your legal counsel regarding your required actions and plan language for your company and plan to achieve HIPAA compliance.

Plan Administration and Maintenance

Plan Document Maintenance. Each plan sponsor is responsible for reviewing the Flexible Benefits Plan Documents to ensure that they are consistent with the desired plan design and any legal requirements that may apply in your state. For your added convenience and your future reference, the most current version of the sample cafeteria plan packet will be available on the Aflac Web site (aflac.com) and through the Flex One IVR (1-877-353-9487). As we make changes to the sample cafeteria plan documents to correspond with changes in applicable laws, you can access the updates quickly and easily.

Summary Plan Description. All plan sponsors are required to give each eligible employee a copy of the SPD within 120 days of the effective date of the initial plan year and within 90 days of the effective date of coverage for all subsequent plan years. If an employer makes a change in the plan, the employer must provide employees with a summary of the changes [a Summary of Material Modifications (SMM)] within 60 days of the adoption of the change. **Note:** While the plan and related documents are copyrighted, Aflac gives you limited permission to copy the documents as necessary for distribution to your employees for use solely in the operation of your own cafeteria plan.

Payroll Instructions. Payroll instructions will be thoroughly reviewed with you or your payroll representative by your Aflac agent.

Employee Eligibility and Elections

New Employees. For details regarding employee eligibility, please refer to Section 2.01 of the Flexible Benefits Plan Document.

Employees of Affiliated Companies. If the requirements of IRS Code Section 414(b), (c), (m), or (o) are satisfied, the employees of an affiliated company may be able to participate in this plan. Please consult with your tax advisor concerning the potential impact of IRS Code Section 414(b), (c), (m), and (o).

Benefit Election Changes. Employees generally cannot change their election to participate in the pre-tax contribution payment option or vary the pre-tax contributions they have selected. For details regarding important exceptions to this general rule, please refer to Section 3.04 of the Plan Document and Question 9 of the SPD.

Due to the complexity of cafeteria plans, we recommend that you consult with your accountant, attorney or other tax advisor concerning the plan provisions, administration, and operation before executing the Plan Documents. Remember that your cafeteria plan will not be effective until your plan is adopted. **NOTE: The Flexible Benefits Plan Documents must be signed PRIOR TO THE EFFECTIVE DATE.** If your Flexible Benefits Plan Document is executed after the effective date, the IRS may attempt to challenge the qualified status of your plan. We recommend that you retain any evidence that you have showing that your plan was adopted and that enrollments were completed prior to the effective date. If no pre-tax deductions have been made thus far, you may consider changing the start date of your cafeteria plan.

Aflac will use its best efforts to provide employers with information from time to time about developments concerning Section 125 Cafeteria Plans. However, for reasons stated above, it is the employer's responsibility to maintain the qualified status of the Section 125 Cafeteria Plan in form and in operation.

We value the trust you have placed in us. If you need our help or if you have any questions, please call us toll-free at 1-800-32-FLEX1 (1-800-323-5391). Our customer service representatives are here to assist you Monday through Friday from 8 a.m. to 7 p.m. Eastern time

Sincerely,

Aflac Benefit Services Department

Enc.

FLEX ONE® ACCOUNT ESTABLISHMENT INFORMATION AND CHECKLIST

Important steps for establishing your Flex One account

➤ For all Flex One Cafeteria Plans:

- ☐ **Employer's Acknowledgment:** After executing and adopting your Plan Document, please sign and date the Employer's Acknowledgment in order to officially adopt and execute your plan. Place the signed and dated Employer's Acknowledgment in your files with a copy of your Plan Document Packet.
- ☐ **Summary Plan Description:** A copy must be provided to each eligible employee as soon as possible. Regulations require distribution within 120 days of the effective date of the initial plan year and within 90 days of the effective date of coverage for all subsequent plan years.

➤ For all Flex One plans with FSAs when Flex One is the claims processor:

To ensure that your account is established in a timely manner, the following documents must be returned to Flex One **at least 10 working days prior to the effective date of your plan**. You may return these documents by toll-free fax to (877) FLEX-SRA (877-353-9772) or by mail to Aflac Benefit Services/Flex One, 1932 Wynnnton Road, Columbus, GA 31999-9950.

- ☐ **Salary Redirection Agreements (SRAs):** Completed SRAs for all Flexible Spending Account (FSA) participants must be returned to Flex One.
- ☐ **Reimbursement Services Agreement (RSA):** The RSA must be signed in the second signature block and returned to Flex One. It will be signed by Flex One and returned to you for your records.

Important information for administering your Flex One account

- ☐ **Plan Identification Number (PIN):** The Department of Labor regulations require that welfare benefit plan sponsors assign a three-digit PIN number to their welfare plans (including cafeteria plans) for identification purposes. Numbering for welfare plans should begin at 501 and proceed consecutively. If you have other plans (e.g., health coverage) assign the next open number. This number must be indicated on the Summary Plan Description.
- ☐ **Affiliated Companies:** Only those companies described in Section 414(b), (c) or (m) of the Internal Revenue Code can participate in a cafeteria plan. In addition, if there are affiliated companies, nondiscrimination testing may be affected by affiliated companies. Consult your tax advisor.
- ☐ **5500 and Summary Annual Report:** There is no Form 5500 filing requirement for the cafeteria plan itself. IRS Notice 2002-24 suspended this requirement. Please note that Notice 2002-24 does not affect annual reporting requirements under ERISA. Thus, welfare benefit plans subject to ERISA, which may include Health Flexible Spending Accounts (FSAs), must continue to file Form 5500 and any applicable schedules (unless an applicable exception applies) even if the benefits are funded through the cafeteria plan. You should contact your tax or legal advisor to find out if your Plan is subject to ERISA and whether filing a Form 5500 (including any applicable schedules) for your Plan is required.
- ☐ **Nondiscrimination Testing:** Tax nondiscrimination tests, including the Eligibility, Contributions and Benefits, and Concentration of Benefits tests, must be performed. In the case of Flexible Spending Accounts (FSAs), nondiscrimination tests must be performed for each FSA. Upon request, Aflac Benefit Services will assist you at no extra charge with the Cafeteria Plan Key Employee 25% Concentration Test, Dependent Care 55% Average Benefit Test, and Dependent Care 5% Shareholder Test.
- ☐ **Health FSAs:** You, as Plan Sponsor, are responsible for ensuring that the Health FSA maximum, is in line with your risk tolerance/ Remember IRS Notice 2005-42 allows an additional 2 ½ month period (i.e., grace period) in which to incur additional medical expenses. If you have selected the grace period feature, the Aflac sample plan incorporates this extension for Health FSAs.
- ☐ **Eligibility:** Any eligibility waiting period for pre-tax benefits should generally be uniformly applied. You, as Plan Sponsor, are responsible for ensuring that the eligibility period listed in your plan documents does not violate Internal Revenue Service or Department of Labor regulations.
- ☐ **Privacy:** You, as Plan Sponsor, are responsible for ensuring that your plan does not violate the privacy requirements set forth in the Gramm-Leach-Bliley Act of 1999 (GLB) and, if applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GLB regulates the privacy of financial information and applies to all Flex One plans (see the attached "Privacy Practices"). HIPAA protects privacy by regulating the disclosure of protected health information (PHI), so Plan Sponsors of only Health FSAs must comply with HIPAA privacy requirements (Health FSA Plan Sponsors only, see the attached "Important Privacy Information").

* If you have any questions regarding this checklist, please contact Flex One toll-free at (877) FLEX-IVR (877-353-9487), and one of our Customer Service Representatives can assist you Monday through Friday from 8:00 A.M. to 7:00 P.M. EST.

Employer Acknowledgment: Your signature verifies that an Aflac sales representative has reviewed the above information with you.

Signature

Printed Name

Date

PRIVACY PRACTICES

Protecting the privacy and confidentiality of employer and participant information through our Flex One® cafeteria plan services is very important to American Family Life Assurance Company of Columbus (Aflac) and American Family Life Assurance Company of New York (Aflac New York). Throughout this notice when we use the name "Aflac," we will be referring to both organizations. Accordingly, we strive to comply with each of the following practices in everything we do:

- **We do not sell, rent, lease or otherwise disclose personal information about employers or employees of an employer for purposes unrelated to our products and services.** The personal information of our customers is of paramount importance to us. Therefore, we provide this information only to our employees, agents and third parties as required to allow them to help us develop and provide our insurance and employee benefit products and services.
- **We work to ensure information integrity and security.** We use technology tools and design our business practices to help ensure that the personal information of the employer and employees of the employer are properly gathered, stored and processed. We also work to maintain the security of, and internal and external access to, the personal information of our customers through the use of technology and our business practices.
- **We expect our agents and employees to respect the personal information of our customers.** Aflac has business policies and practices in place to help ensure that its employees and agents carry out these practices and otherwise protect the personal information. Both employees and agents are subject to censure, dismissal or termination for violation of these policies.

These Privacy Practices apply to our U.S. customers. Due to legal and cultural differences, our practices may vary outside the United States.

PRIVACY NOTICE

Aflac and our agents provide this notice to let you know about the current privacy practices of Aflac, and our agents. **You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.**

Collection of Information

As part of Aflac's normal operating procedures, Aflac (and our agents acting on our behalf) need to obtain information from both the employer and the participant to service the flexible spending accounts. Aflac and our agents may collect nonpublic personal information (which includes both nonpublic personal financial information and nonpublic personal health information) about Aflac customers, including but not limited to:

- Information from the employer or the participant (including names, addresses, Social Security numbers, financial and marital status, and health and dependent child-care information);
- Information about the employer or the participants' transactions with Aflac or our agents (including claims, payment information and banking information);
- Information from the employer or the participants' health care providers (including drug receipts and medical information), employers (including benefit elections and employment information) and family members.

Disclosure of Information

Aflac may disclose the nonpublic personal financial information we collect, as described above, as well as information about your transactions with us (such as your election amounts, premiums and payment history) to our agents or other third parties who perform services for us or functions on our behalf, including the marketing of Aflac services. Aflac may also disclose the nonpublic personal financial information we collect to other third parties as authorized by you, or as required or permitted by law.

Our agents will make disclosures of the employer or the participants' nonpublic personal financial information only while acting on Aflac's behalf and, furthermore, will make such disclosures only as Aflac itself is permitted to make.

Neither Aflac nor our agents will use or share with other parties any nonpublic personal health information about our customers for any purpose other than the servicing of the employer's flexible spending account plan by Aflac or on our behalf, or to which the customer consents.

Neither Aflac nor our agents will further disclose any nonpublic personal information about a former customer of Aflac other than as may be required or permitted by law.

Confidentiality and Security

Aflac and our agents will safeguard, according to strict standards of security and confidentiality, any information we collect, receive or maintain about Aflac's customers. Aflac maintains administrative, technical and physical safeguards to ensure the security and confidentiality of the employer and employees, and the employer information and records; to protect against anticipated threats or hazards to such records; and to protect against unauthorized access to or use of such information or records.

Internally, Aflac limits access to our customers' information to only those employees who need access to the information to perform their job functions. Employees who misuse information are subject to disciplinary actions. Externally, we do not disclose customer information to any third parties unless we have previously informed the customer of the disclosure, have been authorized to do so by the customer, or are required or permitted to make the disclosure by law or our regulators.

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PREAMBLE

The Employer hereby establishes a Flexible Benefits Plan ("Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM") is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

FLEXIBLE BENEFITS PLAN

ARTICLE I - DEFINITIONS

- 1.01 "Affiliated Employer" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.
- 1.02 "After-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Redirection Agreement (SRA) after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.
- 1.03 "Anniversary Date" means the first day of any Plan Year.
- 1.04 "Benefit Plan(s) or Policy(ies)" means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.
- 1.05 "Board of Directors" means the Board of Directors or other governing body of the Employer (the "Board"). The Board, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.
- 1.06 "Change in Status" means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.
- 1.07 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.08 "Compensation" means the cash wages or salary paid to an Employee by the Employer.
- 1.09 "Dependent" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes, if offered under the Plan), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan). Also, for DDC purposes, a Dependent shall also be defined as in Code section 21(e)(5) (i.e., dependent of the custodial parent as defined in Code Section 152(e)).
- 1.10 "Dependent Care Reimbursement" shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.11 "Earned Income" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.
- 1.12 "Effective Date" of this Plan is the effective date set forth in the SPD.
- 1.13 "Eligible Employment-Related Expenses" means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:
 - (a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;
 - (b) the Participant's Spouse; or

- (c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.
- 1.14 **"Eligible Medical Expenses"** means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.
- 1.15 **"Employee"** means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self-employed individual who receives from the Employer "net earnings from self-employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.
- 1.16 **"Employer"** means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.
- 1.17 **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.18 **"Health Care Reimbursement"** shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.19 **"Highly Compensated Individual"** means an individual defined under Code Section 105(h), 125(e), or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."
- 1.20 **"Key Employee"** means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.
- 1.21 **"Nonelective Contribution(s)"** means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Nonelective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.
- 1.22 **"Participant"** means an Employee who becomes a Participant pursuant to Article II.
- 1.23 **"Plan"** means the Flexible Benefits Plan, the SPD (defined in Section 1.35 herein) and (if applicable) the related Trust created by this document.
- 1.24 **"Plan Administrator"** means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.
- 1.25 **"Plan Year"** shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).
- 1.26 **"Pre-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Salary Redirection Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for

purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

- 1.27 **"Qualified Benefit"** means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."
- 1.28 **"Qualifying Employment-Related Expenses"** means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.
- 1.29 **"Qualifying Individual"** means an individual defined as a "Qualifying Individual" in the Summary Plan Description.
- 1.30 **"Qualifying Services"** means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:
- (a) in the Participant's home; or
 - (b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.
- 1.31 **"Reimbursement Account(s)" or "Account(s)"** shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).
- 1.32 **"Salary Redirection Agreement" or "SRA"** means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or After-tax Contributions and/or Benefit Credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the SRA may be maintained on an electronic database in accordance with all applicable federal and/or state laws.
- 1.33 **"Spouse"** means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.
- 1.34 **"Student"** means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.
- 1.35 **"Summary Plan Description" or "SPD"** means the document attached as Attachment I to the Plan document that describes the term of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.
- 1.36 **"Trustee"** (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

- 2.01 **Eligibility to Participate.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.

- 2.02 **Termination of Participation.** Participation shall terminate on the earliest of the dates set forth in the SPD.
- 2.03 **Eligibility to Participate in Reimbursement Accounts.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in the Reimbursement Accounts, if adopted by the Employer, on the date set forth in the SPD. Participation in the Reimbursement Accounts shall be effective on the date set forth in the SPD.
- 2.04 **Qualifying Leave Under FMLA.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage (including URM benefits to the extent offered under the Plan) on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.
- 2.05 **Non-FMLA Leave.** If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III - BENEFIT ELECTIONS

- 3.01 **Election of Contributions.** A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.
- 3.02 **Initial Election Period.**
- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date must complete, sign and file an SRA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial SRA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.
 - (b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date must complete, sign and file a SRA with the Plan Administrator (or its designated third party administrator as set forth on the SRA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.
 - (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a SRA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.
- 3.03 **Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.
- 3.04 **Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04).

Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the

election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

- 3.05 Impact of Termination of Employment on Election or Cessation of Eligibility.** Termination of employment or cessation of eligibility shall automatically revoke any SRA. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

ARTICLE IV - BENEFIT FUNDING AND CREDITS AND DEBITS TO ACCOUNTS

- 4.01 Source of Benefit Funding.** The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the SRA) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Nonelective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.
- 4.02 Reduction of Certain Elections to Prevent Discrimination.** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.
- 4.03 Health Care Reimbursement.** To the extent offered under the Plan, each Participant's URM will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the SRA as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the participant for Expenses incurred during the Plan Year (plus any grace period as set forth in the SPD) shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his URM. In no event will the amount of Health Care Reimbursements in any Plan Year (plus any grace period as set forth in the SPD) exceed the annual amount specified for the Plan Year in the SRA for Health Care Reimbursement. Any amount credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Health Care Reimbursement within the Run-Off period set forth in the SPD. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.
- 4.04 Dependent Care Reimbursement.** To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD.

ARTICLE V - BENEFITS

- 5.01 Qualified Benefits.** The maximum benefit a Participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iii) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan).
- (a) **Special Rules for Health Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.
- (b) **Special Rules for Dependent Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.
- 5.02 Cash Benefit.** To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.
- 5.03 Repayment of Excess Reimbursements.** If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses and/or Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 6.05 herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.
- 5.04 Termination of Reimbursement Accounts.** Coverage under the URM and/or DDC shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the respective plan(s) has been missed for any reason. Provided, however, that Participants may submit claims for reimbursement for Eligible Employment-Related Expenses arising during the Plan Year at any time until the end of the Run-Off period set forth in the SPD. Participants in the URM may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until the end of the Run-Off period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Sections 4.03 or 4.04. A special grace period may be applicable with regard to URM and/or DDC participation after the close of the Plan Year (see SPD).
- 5.05 Coordination of Benefits Under the URM.** The URM is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

ARTICLE VI - PLAN ADMINISTRATION

- 6.01 Allocation of Authority.** The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

- (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;
 - (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;
 - (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
 - (e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;
 - (f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and
 - (g) To do all things necessary to operate and administer the Plan in accordance with its provisions.
- 6.02 Payment of Administrative Expenses.** Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.
- 6.03 Reporting and Disclosure Obligations.** Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.
- 6.04 Indemnification.** The Plan Administrator shall be indemnified by the Employer against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct.
- 6.05 Substantiation of Expenses.** Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.
- 6.06 Reimbursement.** Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than \$15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than \$15. However, claims for reimbursements outstanding at the end of the Plan Year (plus any grace period as set forth in the SPD) shall be reimbursed without regard to the \$15 threshold limit. Year-end expense reimbursements must be submitted to the Plan Administrator within 90 days of the close of the Plan Year for which the SRA is effective, and during which such expense was incurred, in order to be eligible for reimbursement.
- 6.07 Annual Statements.** The Plan Administrator shall furnish each Participant with an annual statement, showing the amounts paid or expenses incurred by the Employer in providing Medical and/or Dependent Care Expense Reimbursement during the previous calendar year and the respective Reimbursement Account balance(s) on or before January 31 following the close of the applicable Plan Year.

ARTICLE VII - FUNDING AGENT

The Plan shall be funded with amounts withheld from Compensation pursuant to SRAs, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

ARTICLE VIII - CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility

and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

- 9.01 Permanency.** While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.02 and 9.03 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.
- 9.02 Employer's Right to Amend.** The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g. by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.
- 9.03 Employer's Right to Terminate.** The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.
- 9.04 Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

- 10.01 Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.
- 10.02 Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.
- 10.03 Post-Mortem Payments.** Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.
- 10.04 Nonalienation of Benefits.** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.
- 10.05 Mental or Physical Incompetency.** Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.
- 10.06 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.
- 10.07 Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.
- 10.08 Source of Payments.** The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon

termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

- 10.09 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 10.10 Tax Effects.** Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.
- 10.11 Gender and Number.** Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
- 10.12 Headings.** The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.
- 10.13 Incorporation by Reference.** Except for the Medical and Dependent Care Expense Reimbursement Plan(s), the actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. The provisions of the Medical and Dependent Care Expense Reimbursement Plan(s) are reproduced herein, but shall constitute separate plans for purposes of all applicable Code and ERISA provisions.
- 10.14 Severability.** Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.
- 10.15 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.
- 10.16 Provisions Relating to Insurers.** No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.
- 10.17 Forfeiture of Unclaimed Reimbursement Account Benefits.** Any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.
- 10.18 HIPAA Privacy.** To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a "group health plan" as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted and established this Plan on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, has consulted independent legal and tax counsel other than representatives of American Family Life Assurance Company of Columbus (Aflac), to the extent considered necessary, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing. Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations. The Employer acknowledges receipt of the checklist of Plan Sponsor Responsibilities included provided with the applicable plan document request form and has agreed to the obligations set forth therein.

It is also understood and agreed that American Family Life Assurance Company of Columbus (Aflac), and its subsidiaries, agents, and representatives, are not providing legal or tax advice to the undersigned Employer in connection with this Plan and that no representations are made by it with respect to the operation of the Flexible Benefits Plan pursuant to the documents provided by American Family Life Assurance Company of Columbus (Aflac) to the Employer.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of _____, _____ to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: _____

By: _____

Title: _____

Date: _____

Corporate Officer

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

PLAN INFORMATION SUMMARY

The Employer named below establishes a Flexible Benefits Plan (the "Plan") as set forth in this Summary Plan Description ("SPD") as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see "Benefits Provided Under the Plan"). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

FLEXIBLE BENEFITS PLAN EMPLOYER INFORMATION

- 1) Name and Address of Employer: **CITY OF OVILLA**
Plan Administrator: **PAMELA HIGGINS
105 COCKRELL HILL RD STE 2
OVILLA, TX 75154**

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

- 2) Employer's Telephone Number: **(972) 617-7262**
3) Employer's Federal Tax Identification Number: **75-1399345**
4) Plan Number Assigned to Cafeteria Plan (e.g., 501 if this is the first ERISA Plan Number assigned):
5) 125 Start Date: **10/01/09**
6) Effective Date of this Plan: **10/01/09**
7) Last Day of the Plan Year: **09/30/10**
Subsequent Plan Years: **10/01-09/30**
8) Name and Address of FSA Claim Administrator: **SAME**
9) Name and Address of registered agent for service of legal process: **PAMELA HIGGINS**

- 10) Affiliated Employers that will participate in the Plan :

- 11) Employer's Type of Business: **CORPORATION**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan except the following:

An eligible Employee may become a Participant in the Plan:

- ☐ Immediately, upon the first day of employment (but not prior to the Effective Date of the Plan).
☒ On the **30 day** following commencement of employment.
☐ On the first day of the month following days of employment.
☐ Other: **OTHER**
provided the Employee completes a Salary Redirection Agreement ("SRA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan or Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contribution(s) shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) (if elected below):

- ☐ On the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.
☐ On the day following commencement of employment.
☐ On the first day of the month following days of employment.
☐ Other: **OTHER**, provided the Employee completes an SRA selecting such benefits.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the SRA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

- ☒ Medical Coverage
- ☒ Vision Care Coverage
- ☐ Disability Income - Short Term (A&S)
- ☒ Cancer Insurance
- ☒ Dental Coverage
- ☐ Group Term Life Insurance
- ☐ Disability Income - Long Term (LTD)
- ☒ Intensive Care Insurance
- ☒ Accident Insurance
- ☒ Hospital Indemnity Insurance (HIP)
- ☒ Specified Health Event
- ☒ Personal Sickness Indemnity (PSI)
- ☐ Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed \$ _____ per Plan Year pursuant to the **CITY OF OVILLA** Medical Care Expense Reimbursement Plan.

Name and Address of Medical Care Expense Reimbursement Plan
COBRA Administrator (if applicable): _____

- ☐ Dependent Care Expense Reimbursement described in Appendix I to this SPD, not to exceed \$5,000 per Plan Year or \$2,500 for married filing separate returns pursuant to the **CITY OF OVILLA** Dependent Care Expense Reimbursement Plan.
- ☐ Health Savings Account (as defined in Code Section 223) established with the following
Custodian/Trustee: _____
- ☐ Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

The Employer selects the following Funding Agent for the Plan (check one):

- ☐ The Employer, which will comply with the requirements of Article VII of the Plan.
- ☐ The Flexible Benefits Trust created concurrently with the execution of the Plan, which shall receive contributions under the Plan in accordance with Article VII of the Plan.

ADMINISTRATIVE EXPENSES

Administrative Expenses incurred in operating the Plan shall be paid by (check one):

- ☐ The Employer, except as otherwise noted in the Plan.
- ☐ The Participants, except as otherwise noted in the Plan.

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Introduction

Your employer (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save Social Security and income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules is attached to this SPD as Appendix II.

You may also be able to make pre-tax contributions to a Health Savings Account (as defined in Code Section 223) through this Plan if Health Savings Accounts are identified as an included benefit under "Benefits Provided under the Plan" in the Plan Information Summary. If Health Savings Accounts are identified as a benefit plan option offered under the Plan, your rights and obligations in regard to such contributions will be set forth in the Health Savings Account Contribution Appendix attached hereto.

Questions & Answers about the Flexible Benefits Plan

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate in this Plan as of the date described in the Plan Information Summary (see Q-5 of this SPD for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary.

Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

Q-4. When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with Q-9 of this SPD; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more

Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year unless you again lose eligibility.

Q-5. How do I become a Participant?

You become a Participant by signing an Individual Salary Redirection Agreement ("SRA") on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided an SRA when you first become eligible to participate in this Plan. You must complete the form and turn it in to the Personnel Office during the applicable enrollment period described in Q-6 below.

Q-6. What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive.

The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file an SRA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting an SRA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits.

The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is \$2,500 per month and your cost for coverage is \$140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is \$1,794. However, under the pre-tax premium plan, you will be considered to have received \$2,360 gross pay rather than \$2,500 for tax purposes with \$140 contributed for medical coverage. This means your take home pay will be \$1,825 with the pre-tax premium plan rather than \$1,794 without it. Thus, you save \$31 per month (\$372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	<u>With Cafeteria Plan</u>	<u>Without Cafeteria Plan</u>
Gross Monthly Pay	\$2,500	\$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	<u>2,360</u>	<u>2,500</u>
Estimated Federal Tax (15%)	354	375
FICA Tax	181	191
After-tax Coverage	--	<u>140</u>
Take Home Pay	1,825	1,794

Monthly Savings: \$31.00

Q-8. How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the SRA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant (these are called "Nonelective Contributions"). The amount of Nonelective Contribution that is applied towards the cost of the Benefit Plan(s) or

Policy(ies) for each Participant and/or level of coverage is subject to the sole discretion of the Employer, and it may be adjusted upward or downward in the Employer's sole discretion. The Nonelective Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your Dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable Compensation except as otherwise provided in the enrollment material. To the extent set forth in the enrollment material, the Employer may make available a certain amount of Nonelective Contributions and then allow you to allocate the Nonelective Contributions among the various Benefit Plan(s) or Policy(ies) that you choose (subject to restrictions described in the enrollment material).

Q-9. Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

1. **Change in Status.** If one or more of the following "Changes in Status" occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:

- a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);
- a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);
- a change in your, your Spouse's or your Dependent's place of residence.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- **Loss of Dependent Eligibility.** For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike

and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

- *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for that individual becomes effective or is increased under the other employer's plan.
- *Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).* With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion.

Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by \$2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

- *Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).* For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage.

Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights.** If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Benefit Plan or Policy for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.

Effective April 1, 2009, if you or your eligible Dependent (1) lose coverage under a Medicaid Plan under Title XIX of the Social Security Act; (2) lose coverage under a State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act; or (3) become eligible for group health plan premium assistance under Medicaid or SCHIP and you are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependent(s) because of medical coverage under Medicaid or SCHIP and eligibility for such coverage is subsequently lost, you may be eligible to elect medical coverage under a Benefit Plan or Policy for yourself and your Dependent(s). You must request an election change to enroll in group plan coverage within 60 days from the date (1) the coverage terminates under the Medicaid or SCHIP plan or (2) the Employee or dependent child is determined eligible for state premium assistance. Please refer to the group health plan summary description for an explanation of special enrollment rights.

3. **Certain Judgments, Decrees and Orders.** If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.
4. **Entitlement to Medicare or Medicaid.** If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.

5. **Change in Cost.** If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan *significantly* increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For *insignificant* increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met. (Please note that none of the above "Change in Cost" exceptions are applicable to a Medical Care Reimbursement Plan, to the extent offered under the Plan.)

Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage.** If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met. (Please note that none of the above "Change in Coverage" exceptions are applicable to the Medical Care Reimbursement Plan, to the extent offered under the Plan.)

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

Q-10. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-11. What happens if my claim for benefits under this Plan is denied?

This SPD describes the basic features of the Plan. If your claim is for a benefit under one of the component Benefit Plans or Policies, you will generally proceed under the claims procedures applicable under the component Benefit Plan or Policy (see the plan summary for each of the Benefit Plans or Policies that you elect). However, if you are denied a benefit under this Plan, the claims procedure under this Plan will apply. You will be notified if your claim under the Plan is denied. The notice of denial will be furnished to you within 30 days after receiving your claim. However, if additional time is needed to process your claim you will be notified before the initial 30-day period has expired. The notice will explain why an extension is necessary and the date a decision is expected to be rendered. In no event will an extension go beyond 15 days after the end of the initial 30-day period. The notice of the denial will include the specific reasons for the denial and the relevant plan provisions on which the denial was based.

If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim, as set forth in the notice of denial, within 180 days after you receive notice of the denial. If there are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review.

The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan.

In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

- (a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- (b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- (c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.
- (d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- (e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.
- (f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- (g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules in Q-9 of this SPD will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-14. Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

March 26, 2013

John Doe
123 Straight St
Anywhere, TX 77777

RE: Pre-tax Reimbursement

Dear Mr. Doe,

While in the course of reviewing our payroll insurance deductions, it was discovered that pre-tax insurance items were treated as post-tax insurance items. We have audited our books from October 1, 2009 (the date of the Payroll Account Acknowledgement) to present and made corrections. As a result of these corrections, we are enclosing a reimbursement check to you in the amount of \$ _____. This check represents the difference in the pre-tax and post-tax calculations on your gross wage.

To close this matter, if you are in agreement, we ask that you please sign the enclosed copy and return it to us. *by May 2nd*

Sincerely,

City of Ovilla



Villa City Council

AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

Attachments:

I. Pre-Tax Reimbursement Explanatory Letter to Employees

Agenda Item / Topic:

ITEM 7. **DISCUSSION/ACTION** – Consider approving the letter recommended by Yeldell, Wilson and Co., P.C. for contacting employees and informing them of the reimbursement of differences in pre-tax and post-tax calculations discovered during the audit of the City's 125 Flex Plan."

Discussion / Justification:

Upon City Council's approval of the reimbursement to employees, of the differences in pre-tax and post-tax calculations of gross wages, this letter of explanation would be attached to the employee's reimbursement check. This letter was composed by Yeldell, Wilson and Co., PC.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

"I MAKE A MOTION THAT COUNCIL APPROVES / DENIES THE LETTER TO EMPLOYEES TO ACCOMPANY THE REIMBURSEMENT OF DIFFERENCES IN PRE-TAX AND POST-TAX CALCULATIONS AS PRESENTED."

March 26, 2013

John Doe
123 Straight St
Anywhere, TX 77777

RE: Pre-tax Reimbursement

Dear Mr. Doe,

While in the course of reviewing our payroll insurance deductions, it was discovered that pre-tax insurance items were treated as post-tax insurance items. We have audited our books from October 1, 2009 (the date of the Payroll Account Acknowledgement) to present and made corrections. As a result of these corrections, we are enclosing a reimbursement check to you in the amount of \$ _____. This check represents the difference in the pre-tax and post-tax calculations on your gross wage.

To close this matter, if you are in agreement, we ask that you please sign the enclosed copy and return it to us by May 2, 2013.

Sincerely,

City of Ovilla



AGENDA ITEM REPORT

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

Meeting Date: April 22, 2013

Department: Administration

☐ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount: N/A

Attachments:	
I. Review applications/resumes	
Agenda Item / Topic:	
ITEM 8.	DISCUSSION/ACTION – Deliberate the appointment employment, and/or duties of the interim City Administrator and/or permanent City Administrator.
Discussion / Justification:	
Recommendation / Staff Comments:	
N/A	
Sample Motion(s):	
"I MAKE A MOTION THAT COUNCIL DIRECT STAFF TO _____."	