

City of OVILLA City Council Agenda

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

Richard Dormier, Mayor

Doug Hunt, Place Four
Dean Oberg/Place Five
Cyndy Powell, City Administrator

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday October 28, 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, October 28, 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

Mayor Dormier to present a Proclamation honoring Francis X. Washington for his achievement of the Eagle Scout Award.

▪ 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

- Finance Department
 - Monthly Financials

Accountant S. Jungman

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 September 23, 2013 Regular Council Meeting

IV. REGULAR AGENDA

- ITEM 1. **DISCUSSION/ACTION** – **Consider approval** of the September 2013 Financial Transactions pulled for review from the October 15, 2013 Council Agenda.
- ITEM 2. **DISCUSSION/ACTION** – **Consideration** of and action on cancellation of November 25th Regular meeting.
- ITEM 3. **DISCUSSION/ACTION** – **Consider approval** of the Mayor to execute a contractual agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract.
- ITEM 4. **DISCUSSION/ACTION** – **Consider approval** of Ordinance 2013-032 amending City Code Appendix A, Ovilla Fee Schedule Article A7.000, Section A7.001 Garbage Collections Fees; setting new charges for the provision of residential and commercial solid waste and recycling services; providing a severability clause and providing an effective date.

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- ITEM 5. **DISCUSSION/ACTION** – Consider approval of Resolution 2013-011 of votes cast to elect Directors for the Ellis Appraisal District for the years 2014-2015.
- ITEM 6. **DISCUSSION/ACTION** – Consider approval of Resolution 2013-012 of the City of Ovilla to a mutual aid agreement between the City of Cedar Hill, The City of Desoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Red Oak and the City of Waxahachie, TX regarding the provision of certain governmental functions and services in connection with the protection of life and property in the event of a disaster, civil disaster and/or emergency; and authorize the Mayor to execute the said first amendment.
- ITEM 7. **DISCUSSION/ACTION** – Consider approval to authorize the Mayor to execute an Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Ellis County Emergency Services District #4.
- ITEM 8. **DISCUSSION/ACTION** – Consider approval of a Resolution 2013-013 of the City Council of the City of Ovilla, TX, establishing a deadline of September 30, 2014 for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4.

V. EXECUTIVE SESSION

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

- ITEM 9. **DISCUSSION/ACTION** – The City Council will meet in a closed session pursuant to Section 551.071 of the Texas Government Code to consult with, and seek advice from, the City Attorney and attorney Terry Morgan on a matter in which the duty of the said attorneys to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of the Texas Open Meetings Act regarding the City's Comprehensive Plan and development regulations.
- ITEM 10. **DISCUSSION/ACTION** – The City Council will meet in a closed session pursuant to Section 551.072 of the Texas Government Code to deliberate options for possible land purchase.

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

VI. REQUESTS FOR FUTURE AGENDA ITEMS

VII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the October 28, 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 25th day of October 2013 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

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Richard Dormier, Mayor

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DATE OF POSTING: 10-25-13 TIME: 12:30 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.

PROCLAMATION

WHEREAS, the Boy Scouts of America, the nation's largest youth organization, offers a program of character development, citizenship training, and mental and physical fitness; and

WHEREAS, Francis X. Washington has shown dedication, ingenuity and hard work as a member of Scout Troop 524 located in Ovilla, Texas; and

WHEREAS, less than 1% of all Boy Scouts acquire the rank of Eagle Scout which is the highest rank in the Boy Scouts; and

WHEREAS, Francis X. Washington, son of Vernon and Bernadette J. Washington, earned forty-one merit badges, serves his troop in a variety of leadership roles and fulfilled all the requirements to earn the rank of Eagle Scout by completing an Eagle Service Project; and

WHEREAS, the Eagle Service Project (a major community service project) was achieved by uncovering a nature trail at Windmill Hill Preserve in Desoto, Texas; using Francis' plan, he organized and lead a group of men and scouts who focused on the common goal of clearing an acre of land to uncover the nature trail; and

WHEREAS, Francis X. Washington will be recognized at a special ceremony in his honor on Saturday, November 02, 2013.

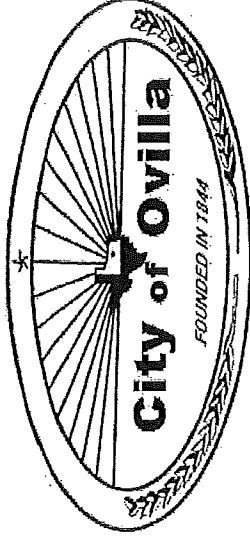
NOW, THEREFORE, I, Mayor Richard A. Dormier on behalf of the City of Ovilla do hereby recognize and commend Francis X. Washington for his achievement of the rank of Eagle Scout.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Ovilla, Texas to be affixed this 28th day of October 2013.



CITY OF OVILLA, TEXAS

Richard A. Dormier, Mayor
City of Ovilla, Texas



DATE: 10-28-13

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

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

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000100 · Taxes					
4000105 · Ad Valorem, Current	373	1,228,709	1,218,000	10,709	101%
4000110 · Ad Valorem, Delinquent	765	9,029	3,200	5,829	282%
4000113 · Interest/Penalties - Prop Tax	344	7,913	4,950	2,963	160%
4000120 · Sales Tax	13,131	174,444	167,000	7,444	104%
4000125 · Sales Tax - Street Improvement	3,283	43,609	41,500	2,109	105%
4000130 · Franchise Tax	2,479	149,880	160,000	-10,120	94%
Total 4000100 · Taxes	20,375	1,613,584	1,594,650	18,934	101%
4000200 · Licenses and Permits					
4000208 · Building Permits					
4000210 · Residential Building Permits	16,643	39,958	10,500	29,458	381%
4000213 · Fire Inspection Permits	1,200	3,150	1,000	2,150	315%
4000214 · Misc Building Permits	621	10,840	10,000	840	108%
Total 4000208 · Building Permits	18,464	53,948	21,500	32,448	251%
4000230 · Plan Review Fee	3,593	9,993	3,000	6,993	333%
4000260 · Alarm Permits	30	2,399	2,000	399	120%
4000270 · Animal Tag Fees	180	2,919	3,000	-81	97%
4000272 · Impound Fees	185	1,655	1,550	105	107%
4000290 · Misc Licenses and Permits	65	1,025	1,000	25	103%
Total 4000200 · Licenses and Permits	22,517	71,939	32,050	39,889	224%
4000400 · Charges for Services					
4000325 · ESD #2	35,000	145,000	145,000	0	100%
4000330 · ESD #4	11,793	39,000	39,000	0	100%
4000411 · Copies and Maps	20	160	75	85	213%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
4000415 · Police Reports	12	180	150	30	120%
4000420 · Park Lights	0	1,000	0	1,000	100%
4000440 · Oak Leaf Animal Control	660	1,496	1,800	-304	83%
4000450 · Subdivision Fees	0	60,851	61,000	-149	100%
4000480 · Solid Waste (Garbage)	17,008	203,031	198,000	5,031	103%
4000490 · Misc Charges for Services	279	3,017	2,500	517	121%
Total 4000400 · Charges for Services	64,772	453,735	447,525	6,210	101%
4000500 · Fines and Forfeitures					
4000510 · Fines - Police	5,266	76,428	78,200	-1,772	98%
4000520 · Fines - Animal Control	0	1,128	1,300	-172	87%
4000525 · Fines - Code Enforcement	140	7,953	1,400	6,553	568%
4000590 · Misc Fines and Forfeitures	14	112	75	37	149%
Total 4000500 · Fines and Forfeitures	5,420	85,621	80,975	4,646	106%
4000800 · Other Revenue					
4000810 · Heritage Day	6,154	16,578	5,500	11,078	301%
4000820 · Water Tower Lease	8,665	91,678	88,000	3,678	104%
4000840 · Interest Earned	295	6,606	5,500	1,106	120%
4000860 · Grant Proceeds	311	311	0	311	100%
4000861 · ESD #2 Cert Grant	0	28	28	0	100%
4000867 · HB3667 TX.Forest Service Grant	0	0	0	0	0%
4000870 · Insurance Proceeds	0	6,225	4,814	1,411	129%
4000885 · Proceeds from Sale of Assets	0	38,850	38,850	0	100%
4000887 · HOA Revenue	0	1,024	1,015	9	101%
4000890 · Misc Other Revenue	0	7,446	7,500	-54	99%
Total 4000800 · Other Revenue	15,425	168,746	151,207	17,539	112%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
4000900 - Transfers In					
4000925 - Transfer In - 4B-EDC	0	2,500	2,500	0	100%
4000930 - Transfer In From W&S Fund	29,075	116,300	116,301	-1	100%
4000940 - Transfer in MDD Fund	0	500	500	0	100%
Total 4000900 - Transfers In	29,075	119,300	119,301	-1	100%
Total Revenue	157,584	2,512,925	2,425,708	87,217	104%
Total Available Revenue	157,584	2,512,925	2,425,708	87,217	104%
Expense					
10 - Administration					
5101100 - Salaries & Wages					
5101110 - City Administrator	308	48,485	63,225	-14,740	77%
5101115 - City Secretary	735	36,858	37,415	-557	99%
5101117 - City Accountant	1,159	37,477	37,500	-23	100%
5101120 - Admin. Support	-278	10,512	11,131	-619	94%
Total 5101100 - Salaries & Wages	1,924	133,332	149,271	-15,939	89%
5101400 - Support Staff					
5101405 - Support Staff	0	0			
5101490 - Overtime	56	94	0	94	100%
Total 5101400 - Support Staff	56	94	0	94	100%
5102100 - Employee Benefits					
5102110 - Group Insurance	1,102	13,143	13,850	-707	95%
5102115 - Corrected Tax on Benefits	0	8,640	8,650	-10	100%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5102135 · TMRS	1,050	8,426	7,550	876	112%
5102160 · Worker's Compensation	0	433	640	-207	68%
5102170 · Payroll Taxes	256	2,733	3,250	-517	84%
5102180 · Unemployment Taxes	0	0	1,000	-1,000	0%
5102196 · Indiv. Membership Dues	50	805	500	305	161%
Total 5102100 · Employee Benefits	2,458	34,180	35,440	-1,260	96%
5102200 · Special Services					
5102210 · Tax Assessing & Collecting Fees	0	1,553	1,550	3	100%
5102220 · Tax Appraisal Fee	184	13,622	14,000	-378	97%
5102230 · Legal Fees	1,290	12,951	40,000	-27,049	32%
5102240 · Audit	0	7,155	7,155	0	100%
5102250 · Accounting	0	1,451	2,000	-549	73%
5102260 · Engineering Fees	0	11	1,000	-989	1%
Total 5102200 · Special Services	1,474	36,743	65,705	-28,962	56%
5102300 · Contractual Services					
5102310 · Consultant Fees	5,151	30,355	30,000	355	101%
Total 5102300 · Contractual Services	5,151	30,355	30,000	355	101%
5102500 · Operating Services					
5102530 · Custodial Service Contract	265	3,180	3,600	-420	88%
Total 5102500 · Operating Services	265	3,180	3,600	-420	88%
5102600 · Special Expenses					
5102610 · Election - Payroll	0	455	850	-395	54%
5102620 · Election - Supplies	0	1,880	2,725	-845	69%
5102630 · Election Meeting Expense	0	57	100	-43	57%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5102650 • Codification Book Update	0	1,905	3,500	-1,595	54%
Total 5102600 • Special Expenses	0	4,297	7,175	-2,878	60%
5103100 • General Supplies					
5103110 • Office Supplies	1,043	6,478	6,000	478	108%
5103140 • Uniforms	116	204	300	-96	68%
Total 5103100 • General Supplies	1,159	6,682	6,300	382	106%
5103400 • Maintenance Supplies / Parts					
5103410 • Supplies - Custodial	361	1,235	1,916	-681	64%
5103440 • Maintenance Agreement Expense	300	970	900	70	108%
5103460 • Miscellaneous	0	72	200	-128	36%
Total 5103400 • Maintenance Supplies / Parts	661	2,277	3,016	-739	75%
5104200 • Travel Expenses					
5104210 • Travel - Local	11	171	500	-329	34%
5104220 • Professional Development	748	3,023	5,000	-1,977	60%
5104222 • Professional Develop - Council	0	260	1,000	-740	26%
5104225 • City Council Meal Expense	313	1,829	1,799	30	102%
5104230 • Professional Develop - In-House	0	15	100	-85	15%
Total 5104200 • Travel Expenses	1,072	5,298	8,399	-3,101	63%
5105200 • Data Processing Expenses					
5105230 • Data Proc-Maintenance & Repair	412	5,099	5,000	99	102%
5105240 • Data Processing - Software	429	7,736	10,000	-2,264	77%
Total 5105200 • Data Processing Expenses	841	12,835	15,000	-2,165	86%
5105300 • Printing Expense					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5105310 • Copier Expense	255	3,091	3,300	-209	94%
5105320 • Printing - Newsletters	2	2,092	3,300	-1,208	63%
5105330 • Printing - Forms	0	1,397	2,000	-603	70%
5105350 • Printing - Other	0	291	500	-209	58%
Total 5105300 • Printing Expense	257	6,871	9,100	-2,229	76%
5105400 • Utilities					
5105410 • Telephone	111	1,311	1,300	11	101%
5105415 • Cellular Phone	77	975	1,100	-125	89%
5105417 • Internet	68	804	775	29	104%
5105450 • Electricity	858	4,022	6,500	-2,478	62%
Total 5105400 • Utilities	1,114	7,112	9,675	-2,563	74%
5105500 • Repairs & Bldg Improvements					
5105520 • Repairs - Buildings	803	3,954	7,000	-3,046	56%
5105540 • Repairs - Machinery & Equipment	0	208	1,000	-792	21%
5105590 • Repairs - Other	0	0	500	-500	0%
Total 5105500 • Repairs & Bldg Improvements	803	4,162	8,500	-4,338	49%
5105600 • Insurance					
5105610 • Insurance - Property	0	1,124	1,250	-126	90%
5105620 • Insurance - Liability	0	1,384	1,385	-1	100%
5105630 • Insurance - Fidelity Bond	0	250	500	-250	50%
5105635 • Public Officials Surety Bonds	0	1,000	900	100	111%
Total 5105600 • Insurance	0	3,758	4,035	-277	93%
5105700 • Other Expenses					
5105705 • Postage	1,686	4,380	5,000	-620	88%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5105710 • Cash - Over/Short	0	0	10	-10	0%
5105725 • Records Management Expense	0	100	200	-100	50%
5105730 • City - Memberships	210	1,450	2,100	-650	69%
5105740 • Legal Notices/Advertisement	314	3,157	4,000	-843	79%
5105752 • Employment Screening	0	378	300	78	126%
5105760 • Bank Service Charge	0	24	25	-1	96%
5105764 • Filing Fees	0	435	250	185	174%
5105765 • Miscellaneous	75	692	2,200	-1,508	31%
Total 5105700 • Other Expenses	2,285	10,616	14,085	-3,469	75%
5106400 • Minor Capital Outlay					
5106440 • Machinery & Equipment	0	4,111	5,820	-1,709	71%
5106465 • Furniture	0	1,195	1,375	-180	87%
5106470 • Audio & Visual Equipment	0	0	2,000	-2,000	0%
Total 5106400 • Minor Capital Outlay	0	5,306	9,195	-3,889	58%
5107400 • Capitalized Assets					
5107420 • Buildings	0	15,687	15,700	-13	100%
5107425 • Land	0	54,350	56,000	-1,650	97%
Total 5107400 • Capitalized Assets	0	70,037	71,700	-1,663	98%
5109000 • Reserves					
5109001 • Reserve for Contingency	0	0	16,954	-16,954	0%
Total 5109000 • Reserves	0	0	16,954	-16,954	0%
Total 10 • Administration	19,520	377,135	467,150	-90,015	81%
20 • Police					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5201100 • Salaries & Wages					
5201120 • Police Chief	4,753	61,721	61,795	-74	100%
5201143 • Command Staff	3,719	48,292	48,358	-66	100%
5201150 • Certification Pay	185	2,404	2,400	4	100%
5201180 • Merit Raises - Staff	0	0	0	0	0%
Total 5201100 • Salaries & Wages	8,657	112,417	112,553	-136	100%
5201400 • Support Salaries					
5201405 • Support Staff	1,666	21,632	21,660	-28	100%
5201410 • Patrol	17,445	233,779	243,484	-9,705	96%
5201415 • Certification Pay	162	2,104	3,944	-1,840	53%
5201480 • Merit Raises	0	0	0	0	0%
5201490 • Overtime	666	8,676	6,600	2,076	131%
Total 5201400 • Support Salaries	19,939	266,191	275,688	-9,497	97%
5202100 • Employee Benefits					
5202110 • Group Insurance	3,307	47,689	54,360	-6,671	88%
5202135 • TMRS	1,681	21,656	21,405	251	101%
5202160 • Worker's Compensation	0	8,278	8,550	-272	97%
5202170 • Payroll Taxes	389	5,506	5,445	61	101%
5202196 • Membership Dues	0	275	275	0	100%
Total 5202100 • Employee Benefits	5,377	83,404	90,035	-6,631	93%
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	12,396	13,135	-739	94%
5202385 • Jail Expense	0	2,000	2,000	0	100%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 5202300 • Contractual Services	0	15,396	16,635	-1,239	93%
5202500 • Operating Services					
5202540 • Computer Maintenance	0	656	500	156	131%
5202560 • Internet Subscriptions	0	295	620	-325	48%
Total 5202500 • Operating Services	0	951	1,120	-169	85%
5202600 • Special Expenses					
5202675 • National Night Out	150	456	307	149	149%
Total 5202600 • Special Expenses	150	456	307	149	149%
5203100 • General Supplies					
5203110 • Office Supplies	0	823	970	-147	85%
5203140 • Uniforms	0	1,352	1,400	-48	97%
5203170 • Evidence Gathering	0	193	300	-107	64%
Total 5203100 • General Supplies	0	2,368	2,670	-302	89%
5203400 • Maintenance Supplies & Parts					
5203410 • Supplies - Custodial	134	445	600	-155	74%
Total 5203400 • Maintenance Supplies & Parts	134	445	600	-155	74%
5204200 • Travel Expenses					
5204210 • Travel - Local	0	0	300	-300	0%
5204220 • Professional Development	507	1,122	2,000	-878	56%
5204270 • Vehicle Expenses	4,366	30,384	24,000	6,384	127%
Total 5204200 • Travel Expenses	4,873	31,506	26,300	5,206	120%
5205200 • Data Processing Expenses					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
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	80	1,246	1,500	-254	83%
5205330 • Printing - Forms	0	458	573	-115	80%
5205350 • Printing - Other	12	152	600	-448	25%
Total 5205300 • Printing Expenses	92	1,856	2,673	-817	69%
5205400 • Utilities					
5205410 • Telephone	119	1,412	1,500	-88	94%
5205415 • Cellular Phone	106	1,272	1,350	-78	94%
5205417 • Internet - PD	123	1,461	1,475	-14	99%
5205420 • Wireless Cards	190	2,280	2,350	-70	97%
5205450 • Electricity	539	3,454	4,000	-546	86%
Total 5205400 • Utilities	1,077	9,879	10,675	-796	93%
5205500 • Repairs & Building Improvements					
5205520 • Repairs - Building	2	255	300	-45	85%
5205540 • Repairs- Machinery & Equipment	0	960	960	0	100%
5205550 • Repairs - Vehicles	825	5,450	7,500	-2,050	73%
Total 5205500 • Repairs & Building Improvements	827	6,665	8,760	-2,095	76%
5205600 • Insurance					
5205610 • Insurance - Property	0	1,600	1,600	0	100%
5205620 • Insurance - Liability	0	5,144	5,200	-56	99%
5205640 • Insurance - Vehicle	0	2,220	2,600	-380	85%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 5205600 • Insurance	0	8,964	9,400	-436	95%
5205700 • Other Expenses					
5205742 • Public Relations	0	40	100	-60	40%
5205752 • Employment Screening	0	295	600	-305	49%
5205765 • Miscellaneous	46	595	1,800	-1,205	33%
Total 5205700 • Other Expenses	46	930	2,500	-1,570	37%
5206400 • Minor Capital Outlay					
5206440 • Machinery & Equipment	0	1,628	1,680	-52	97%
5206445 • Personal Protective Equipment	0	623	2,000	-1,377	31%
Total 5206400 • Minor Capital Outlay	0	2,251	3,680	-1,429	61%
Total 20 • Police	41,172	562,005	582,326	-20,321	97%
25 • Municipal Court					
5251100 • Salaries & Wages					
5251140 • Municipal Judge	440	5,280	6,000	-720	88%
Total 5251100 • Salaries & Wages	440	5,280	6,000	-720	88%
5251400 • Support Staff					
5251405 • Support Staff	2,214	28,752	28,825	-73	100%
5251420 • Jury Fees	0	36	200	-164	18%
5251425 • City Prosecutor	426	5,865	8,500	-2,635	69%
5251480 • Merit Raises	0	0	0	0	0%
5251490 • Overtime	39	774	1,075	-301	72%
Total 5251400 • Support Staff	2,679	35,427	38,600	-3,173	92%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5252100 • Employee Benefits					
5252110 • Group Insurance	551	5,534	5,440	94	102%
5252135 • TMRS	130	1,657	1,600	57	104%
5252160 • Worker's Compensation	0	108	110	-2	98%
5252170 • Payroll Taxes	32	418	425	-7	98%
5252196 • Membership Dues	0	0	0	0	0%
Total 5252100 • Employee Benefits	713	7,717	7,575	142	102%
5252300 • Contractual Services					
5252375 • Traffic Fines	0	33,497	38,000	-4,503	88%
Total 5252300 • Contractual Services	0	33,497	38,000	-4,503	88%
5252500 • Operating Services					
5252540 • Computer Maintenance	0	0	150	-150	0%
Total 5252500 • Operating Services	0	0	150	-150	0%
5253100 • General Supplies					
5253110 • Office Supplies	0	75	243	-168	31%
5253140 • Uniforms	47	75	123	-48	61%
Total 5253100 • General Supplies	47	150	366	-216	41%
5254200 • Travel Expenses					
5254210 • Travel - Local	0	0	25	-25	0%
5254220 • Professional Development	0	24	0	24	100%
Total 5254200 • Travel Expenses	0	24	25	-1	96%
5255200 • Data Processing Expenses					

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

4:27 PM
10/22/13
Accrual Basis

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
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	233	233	0	100%
Total 5255300 • Printing Expense	0	233	233	0	100%
5255600 • Insurance					
5255620 • Insurance - Liability	0	172	150	22	115%
5255630 • Insurance - Fidelity Bond	0	0	0	0	0%
Total 5255600 • Insurance	0	172	150	22	115%
5255700 • Other Expenses					
5255752 • Employment Screening	0	10	0	10	100%
5255765 • Miscellaneous	16	16	66	-50	24%
Total 5255700 • Other Expenses	16	26	66	-40	39%
Total 25 • Municipal Court	3,895	84,213	92,900	-8,687	91%
30 • Fire					
5301100 • Salaries & Wages					
5301130 • Asst. Fire Chief	3,090	39,540	39,585	-45	100%
5301140 • Fire Captains	7,349	84,046	95,015	-10,969	88%
5301180 • Merit Raises - Staff	0	0	0	0	0%
Total 5301100 • Salaries & Wages	10,439	123,586	134,600	-11,014	92%
5301400 • Support Salaries					
5301440 • Firefighters	15,144	198,971	202,000	-3,029	99%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5301480 • Merit Raises	0	0	0	0	0%
5301485 • Volunteer Incentive Program	1,245	14,689	13,000	1,689	113%
Total 5301400 • Support Salaries	16,389	213,660	215,000	-1,340	99%
5302100 • Employee Benefits					
5302135 • TMRS	182	2,262	2,300	-38	98%
5302137 • Volunteer Retirement	0	1,620	2,500	-880	65%
5302160 • Worker's Compensation	0	15,493	15,230	263	102%
5302170 • Payroll Taxes	1,765	22,218	23,500	-1,282	95%
5302196 • Membership Dues	305	1,745	2,000	-255	87%
Total 5302100 • Employee Benefits	2,252	43,338	45,530	-2,192	95%
5302300 • Contractual Services					
5302310 • Consultant Fees	0	1,500	0	1,500	100%
5302380 • Dispatch	0	12,396	12,400	-4	100%
5302385 • Emergency Transport Service	0	61,372	61,400	-28	100%
Total 5302300 • Contractual Services	0	75,268	73,800	1,468	102%
5302500 • Operating Services					
5302510 • Maintenance Agreements	0	11,149	10,505	644	106%
5302540 • Computer Maintenance	301	1,502	1,500	2	100%
5302570 • Warning System Maintenance	0	780	780	0	100%
5302580 • Generator Maintenance	0	1,379	1,380	-1	100%
Total 5302500 • Operating Services	301	14,810	14,165	645	105%
5302600 • Special Expenses					
5302675 • National Night Out	250	250	500	-250	50%
Total 5302600 • Special Expenses	250	250	500	-250	50%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5303100 · General Supplies					
5303110 · Office Supplies	75	1,421	1,400	21	102%
5303140 · Uniforms	457	4,034	4,000	34	101%
5303160 · Medical Supplies	419	5,059	5,000	59	101%
5303165 · Medical Support	100	501	500	1	100%
5303170 · Evidence Gathering	32	32	50	-18	64%
5303175 · Education Aids	0	44	50	-6	88%
Total 5303100 · General Supplies	1,083	11,091	11,000	91	101%
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	1,190	2,341	2,400	-59	98%
5303420 · Building Alarm Maintenance	0	420	420	0	100%
Total 5303400 · Maintenance Supplies & Parts	1,190	2,761	2,820	-59	98%
5304200 · Travel Expenses					
5304220 · Professional Development	78	1,385	1,500	-115	92%
5304270 · Vehicle Expenses	1,746	10,376	10,000	376	104%
Total 5304200 · Travel Expenses	1,824	11,761	11,500	261	102%
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	225	732	1,000	-268	73%
5305240 · Data Processing - Software	0	2,950	2,850	100	104%
Total 5305200 · Data Processing Expenses	225	3,682	3,850	-168	96%
5305300 · Printing Expense					
5305310 · Copier Expense	276	2,968	3,100	-132	96%
5305330 · Printing - Forms	54	54	100	-46	54%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 5305300 · Printing Expense	330	3,022	3,200	-178	94%
5305400 · Utilities					
5305410 · Telephone	136	2,074	2,100	-26	99%
5305415 · Cellular Phone	104	752	900	-148	84%
5305417 · Internet - Fire Dept.	343	4,096	3,600	496	114%
5305430 · Natural Gas	47	1,628	1,500	128	109%
5305450 · Electricity	1,118	5,260	8,000	-2,740	66%
Total 5305400 · Utilities	1,748	13,810	16,100	-2,290	86%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	250	3,633	4,500	-867	81%
5305540 · Repairs - Machinery & Equipment	268	19,029	19,000	29	100%
5305545 · Repairs - Apparatus	0	8,960	12,000	-3,040	75%
5305550 · Repairs - Vehicles	2,698	3,015	3,500	-485	86%
Total 5305500 · Repairs & Bldg Improvements	3,216	34,637	39,000	-4,363	89%
5305600 · Insurance					
5305610 · Insurance - Property	0	0	0	0	0%
5305620 · Insurance - Liability	0	6,204	6,500	-296	95%
5305640 · Insurance - Vehicle	0	9,768	10,000	-232	98%
Total 5305600 · Insurance	0	15,972	16,500	-528	97%
5305700 · Other Expenses					
5305705 · Postage	49	49	200	-151	25%
5305752 · Employment Screening	0	257	700	-443	37%
5305765 · Flags & Miscellaneous	0	0	0	0	0%
5305770 · Matching Fire Grant Expense	0	0	0	0	0%

City of Ovilla General Fund

Profit & Loss Budget vs. Actual

October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 5305700 - Other Expenses	49	306	900	-594	34%
5306400 - Minor Capital Outlay					
5306440 - Machinery & Equipment	21,098	40,293	40,850	-557	99%
5306445 - Personal Protective Equipment	8,388	19,047	19,080	-33	100%
Total 5306400 - Minor Capital Outlay	29,486	59,340	59,930	-590	99%
5307400 - Capitalized Assets					
5307440 - Machinery & Equipment	0	8,800	8,800	0	100%
5307450 - Vehicles	0	0	0	0	0%
Total 5307400 - Capitalized Assets	0	8,800	8,800	0	100%
Total 30 - Fire	68,782	636,094	657,195	-21,101	97%
40 - Community Services					
5401100 - Salaries & Wages					
5401135 - ACO/Code Enforcement Officer	2,855	35,202	35,225	-23	100%
5401180 - Merit Raises - Staff	0	0	0	0	0%
5401190 - Overtime	0	0	150	-150	0%
Total 5401100 - Salaries & Wages	2,855	35,202	35,375	-173	100%
5402100 - Employee Benefits					
5402110 - Group Insurance	0	4,200	4,240	-40	99%
5402135 - TIMRS	171	2,044	2,000	44	102%
5402160 - Worker's Compensation	0	146	175	-29	83%
5402170 - Payroll Taxes	42	581	550	31	106%
5402190 - License	106	106	200	-94	53%
Total 5402100 - Employee Benefits	319	7,077	7,165	-88	99%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5402300 • Contractual Services					
5402315 • Contract Building Inspections	10,128	29,636	14,000	15,636	212%
5402325 • Fire Inspections	0	750	600	150	125%
5402370 • Impound Fees	280	1,271	1,400	-129	91%
Total 5402300 • Contractual Services	10,408	31,657	16,000	15,657	198%
5402500 • Operating Services					
5402540 • Computer Maintenance	0	75	100	-25	75%
Total 5402500 • Operating Services	0	75	100	-25	75%
5402600 • Special Expenses					
5402680 • Environmental Testing	0	0	2,300	-2,300	0%
5402685 • Clean up Day	0	0	0	0	0%
Total 5402600 • Special Expenses	0	0	2,300	-2,300	0%
5403100 • General Supplies					
5403110 • Office Supplies	0	26	35	-9	74%
5403120 • Animal Care	0	185	340	-155	54%
5403122 • Pet Supplies	91	578	650	-72	89%
5403140 • Uniforms	0	226	350	-124	65%
Total 5403100 • General Supplies	91	1,015	1,375	-360	74%
5403400 • Maintenance Supplies & Parts					
5403460 • Miscellaneous	0	10	100	-90	10%
Total 5403400 • Maintenance Supplies & Parts	0	10	100	-90	10%
5404200 • Travel Expenses					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5404210 · Travel - Local	0	0	25	-25	0%
5404220 · Professional Development	0	153	200	-47	77%
5404270 · Vehicle Expenses	353	2,099	1,800	299	117%
Total 5404200 · Travel Expenses	353	2,252	2,025	227	111%
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					
5405330 · Printing - Forms	0	0	150	-150	0%
Total 5405300 · Printing Expense	0	0	150	-150	0%
5405400 · Utilities					
5405415 · Cellular Phone	41	494	550	-56	90%
Total 5405400 · Utilities	41	494	550	-56	90%
5405600 · Insurance					
5405610 · Insurance - Property	0	8	8	0	100%
5405620 · Insurance - Liability	0	204	205	-1	100%
5405640 · Insurance - Vehicle	0	524	525	-1	100%
Total 5405600 · Insurance	0	736	738	-2	100%
5405700 · Other Expenses					
5405765 · Miscellaneous	0	65	100	-35	65%
Total 5405700 · Other Expenses	0	65	100	-35	65%
5406400 · Minor Capital Outlay					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5406440 · Machinery & Equipment	58	422	2,426	-2,004	17%
Total 5406400 · Minor Capital Outlay	58	422	2,426	-2,004	17%
Total 40 · Community Services	14,125	79,005	68,504	10,501	115%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solidwaste Pickup (Garbargue)	0	183,149	198,000	-14,851	92%
5455400 · Utilities - Other	0	0	2,327	-2,327	0%
Total 5455400 · Utilities	0	183,149	200,327	-17,178	91%
Total 45 · Solid Waste	0	183,149	200,327	-17,178	91%
50 · Streets					
5501400 · Support Staff					
5501415 · Maintenance Crew	1,640	19,145	20,800	-1,655	92%
5501480 · Merit Raises	0	0	0	0	0%
5501490 · Overtime	277	1,270	1,500	-230	85%
5501500 · Streets - On Call	150	550	750	-200	73%
Total 5501400 · Support Staff	2,067	20,965	23,050	-2,085	91%
5502100 · Employee Benefits					
5502110 · Group Insurance	551	5,081	5,040	41	101%
5502135 · TMRS	122	1,204	1,250	-46	96%
5502160 · Worker's Compensation	0	2,070	2,070	0	100%
5502170 · Payroll Taxes	30	304	325	-21	94%
5502190 · License	0	0	122	-122	0%
Total 5502100 · Employee Benefits	703	8,659	8,807	-148	98%

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

4:27 PM
10/22/13
Accrual Basis

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
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	835	2,500	-1,665	33%
Total 5502600 · Special Expenses	0	835	2,500	-1,665	33%
5503100 · General Supplies					
5503110 · Office Supplies	0	0	100	-100	0%
5503140 · Uniforms	12	236	400	-164	59%
Total 5503100 · General Supplies	12	236	500	-264	47%
5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	-500	0%
5503420 · Supplies - Street Signs	0	1,726	2,500	-774	69%
5503460 · Miscellaneous	0	232	214	18	108%
Total 5503400 · Maintenance Supplies & Parts	0	1,958	3,214	-1,256	61%
5504200 · Travel Expenses					
5504220 · Professional Development	0	500	500	0	100%
5504270 · Vehicle Expenses	852	6,089	6,000	89	101%
Total 5504200 · Travel Expenses	852	6,589	6,500	89	101%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	300	-300	0%
Total 5505300 · Printing Expense	0	0	300	-300	0%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5505400 · Utilities					
5505450 · Electricity	6,784	41,855	45,500	-3,645	92%
Total 5505400 · Utilities	6,784	41,855	45,500	-3,645	92%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	1,000	-1,000	0%
5505540 · Repairs - Machinery & Equipment	0	2,955	3,000	-45	99%
5505550 · Repairs - Vehicles	333	1,629	2,000	-371	81%
5505560 · Repairs -Street Maint.& Repairs	7,126	62,915	60,625	2,290	104%
5505565 · Repairs - Infrastructure Drainage	0	2,359	3,000	-641	79%
5505590 · Repairs - Other	10	418	1,500	-1,082	28%
Total 5505500 · Repairs & Bldg Improvements	7,469	70,276	71,125	-849	99%
5505600 · Insurance					
5505610 · Insurance - Property	0	80	110	-30	73%
5505620 · Insurance - Liability	0	980	990	-10	99%
5505640 · Insurance - Vehicle	0	3,180	3,400	-220	94%
Total 5505600 · Insurance	0	4,240	4,500	-260	94%
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	2,080	600	1,480	347%
5506445 · Personal Protective Equipment	0	307	300	7	102%
5506490 · Other	8	407	500	-93	81%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 5506400 · Minor Capital Outlay	8	2,794	1,400	1,394	200%
5507400 · Capitalized Assets					
5507440 · Machinery & Equipment	0	8,285	9,500	-1,215	87%
5507460 · Infrastructure	60,625	156,625	148,000	8,625	106%
Total 5507400 · Capitalized Assets	60,625	164,910	157,500	7,410	105%
Total 50 · Streets	78,520	325,842	331,246	-5,404	98%
60 · Parks					
5602400 · Rentals					
5602490 · Rental - Other	210	2,519	2,900	-381	87%
Total 5602400 · Rentals	210	2,519	2,900	-381	87%
5602600 · Special Expenses					
5602680 · Heritage Day	4,719	7,808	8,000	-192	98%
Total 5602600 · Special Expenses	4,719	7,808	8,000	-192	98%
5603400 · Maintenance Supplies & Parts					
5603460 · Miscellaneous	0	150	250	-100	60%
Total 5603400 · Maintenance Supplies & Parts	0	150	250	-100	60%
5605400 · Utilities					
5605450 · Electricity	1,230	7,280	9,000	-1,720	81%
Total 5605400 · Utilities	1,230	7,280	9,000	-1,720	81%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building	0	322	325	-3	99%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5605530 • REPAIRS-IMP OTHER THAN BLDGS					
Total 5605500 • Repairs & Bldg Improvements	232	746	1,000	-254	75%
	232	1,068	1,325	-257	81%
5605600 • Insurance					
5605610 • Insurance - Property	0	80	85	-5	94%
5605620 • Insurance - Liability	0	48	50	-2	96%
Total 5605600 • Insurance	0	128	135	-7	95%
5605700 • Other Expenses					
5605765 • Miscellaneous	0	271	400	-129	68%
Total 5605700 • Other Expenses	0	271	400	-129	68%
5606400 • Minor Capital Outlay					
5606410 • Land Improvements	54	515	550	-35	94%
5606440 • Machinery & Equipment	0	241	500	-259	48%
Total 5606400 • Minor Capital Outlay	54	756	1,050	-294	72%
5607400 • Capitalized Assets					
5607440 • Machinery & Equipment	0	500	3,000	-2,500	17%
Total 5607400 • Capitalized Assets	0	500	3,000	-2,500	17%
Total 60 • Parks	6,445	20,480	26,060	-5,580	79%
6560 • Payroll Expenses	0	0			
Total Expense	232,459	2,267,923	2,425,708	-157,785	93%
Net Change in Fund Balance	-74,875	245,002	0	245,002	100%

CITY OF CHICAGO
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000400 - Charges for Services					
4000460 - Water Sales	109,436	885,573	995,000	-109,427	89%
4000461 - Sewer Service	16,616	160,710	150,000	10,710	107%
4000465 - Water & Sewer Penalties	1,552	17,438	18,000	-562	97%
4000471 - Reconnect Fees	533	5,640	5,000	640	113%
4000472 - Meters	0	575	1,000	-425	58%
4000473 - Connect Fees	418	2,143	2,000	143	107%
4000478 - Infrastructure Improvement Fee	4,687	56,428	55,000	1,428	103%
4000480 - Solid Waste Fees (Garbage)	0	0			
Total 4000400 - Charges for Services	133,242	1,128,507	1,226,000	-97,493	92%
4000800 - Other Revenue					
4000840 - Interest Earned	231	2,680	2,500	180	107%
4000890 - Misc Other Revenue	10,000	26,086	5,000	21,086	522%
Total 4000800 - Other Revenue	10,231	28,766	7,500	21,266	384%
Total Income	143,473	1,157,273	1,233,500	-76,227	94%
Gross Profit	143,473	1,157,273	1,233,500	-76,227	94%
Expense					
70 - Administration					
5701100 - Salaries & Wages					
5701110 - City Administrator	5,846	16,585	21,840	-5,255	76%
5701115 - City Secretary	4,169	12,941	12,302	639	105%
5701117 - Finance Accountant	3,649	13,483	12,500	983	108%
5701120 - Part Time Admin. Support	2,221	4,206	3,711	495	113%
5701130 - Public Works Director	3,649	47,385	47,553	-168	100%
5701180 - Merit Raises, Staff	0	0	0	0	0%
Total 5701100 - Salaries & Wages	19,534	94,600	97,906	-3,306	97%

City of W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5702100 - Employee Benefits					
5702110 - Group Insurance	551	6,584	5,440	1,144	121%
5702135 - TMRS	217	2,740	2,700	40	101%
5702160 - Worker's Compensation	0	0	0	0	0%
5702170 - Payroll Taxes	53	706	800	-94	88%
Total 5702100 - Employee Benefits	821	10,030	8,940	1,090	112%
5702200 - Special Services					
5702230 - Legal Fees	0	0	1,382	-1,382	0%
5702240 - Audit	0	5,565	5,565	0	100%
5702250 - Accounting	0	1,000	1,500	-500	67%
Total 5702200 - Special Services	0	6,565	8,447	-1,882	78%
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	480	660	-180	73%
Total 5703100 - General Supplies	0	480	660	-180	73%
5703400 - Maintenance Supplies / Parts					
5703410 - Supplies - Custodial	0	26	200	-174	13%
Total 5703400 - Maintenance Supplies / Parts	0	26	200	-174	13%
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					

Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
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	250	250	250	0	100%
5705350 • Printing - Other	250	250	250	0	100%
Total 5705300 • Printing Expense	250	250	250	0	100%
5705400 • Utilities	111	1,311	1,300	11	101%
5705410 • Telephone	36	444	450	-6	99%
5705415 • Cellular Phone	68	804	800	4	101%
5705417 • Internet	215	2,559	2,550	9	100%
Total 5705400 • Utilities	215	2,559	2,550	9	100%
5705700 • Other Expenses	0	6,303	6,000	303	105%
5705705 • Postage	0	133	500	-367	27%
5705740 • Advertising	18	132	250	-118	53%
5705760 • Bank Service Charge	57	57	100	-43	57%
5705765 • Miscellaneous	309	2,748	3,000	-252	92%
5705775 • Credit Card Transaction Fee	384	9,373	9,850	-477	95%
Total 5705700 • Other Expenses	0	0	500	-500	0%
5706400 • Minor Capital Outlay	0	0	500	-500	0%
5706440 • Machinery & Equipment	0	0	500	-500	0%
Total 5706400 • Minor Capital Outlay	0	0	500	-500	0%
5709000 • Reserve	29,075	116,300	116,301	-1	100%
5708215 • Transfer Out - General Fund	0	0	2,000	-2,000	0%
5709002 • Capital Improv. Water Reserve	0	0	659	-659	0%
5709003 • Capital Improv. Sewer Reserve	0	0	750	-750	0%
5709010 • Administrative Reserves	29,075	116,300	119,710	-3,410	97%
Total 5709000 • Reserve	29,075	116,300	119,710	-3,410	97%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 70 - Administration	50,279	240,183	255,963	-15,780	94%
75 - Water					
5751100 - Salaries & Wages					
5751133 - Superintendent	4,196	44,422	45,350	-928	98%
5751180 - Merit Raises - Staff	0	0	0	0	0%
Total 5751100 - Salaries & Wages	4,196	44,422	45,350	-928	98%
5751400 - Support Salaries					
5751405 - Support Staff	408	26,569	27,796	-1,227	96%
5751415 - Maintenance Crew	3,644	46,186	50,454	-4,268	92%
5751430 - Seasonal Crew	0	920	1,500	-580	61%
5751450 - Certification Pay	69	864	1,200	-336	72%
5751480 - Merit Raises	0	0	0	0	0%
5751490 - Overtime	0	1,478	4,000	-2,522	37%
5751500 - Water - On Call	0	400	1,000	-600	40%
Total 5751400 - Support Salaries	4,121	76,417	85,950	-9,533	89%
5752100 - Employee Benefits					
5752110 - Group Insurance	551	15,725	18,100	-2,375	87%
5752135 - TMRS	631	7,422	7,000	422	106%
5752160 - Worker's Compensation	0	2,284	2,800	-516	82%
5752170 - Payroll Taxes	155	2,109	2,000	109	105%
5752190 - Licenses	111	222	222	0	100%
Total 5752100 - Employee Benefits	1,448	27,762	30,122	-2,360	92%
5752300 - Contractual Services/Personnel					
5752350 - Contract Labor - Company	0	705	1,500	-795	47%
5752380 - Dispatch	0	8,710	8,710	0	100%
Total 5752300 - Contractual Services/Personnel	0	9,415	10,210	-795	92%

City of Waco Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
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	55	2,514	4,000	-1,486	63%
5752590 · TCEQ Fees	0	2,690	2,850	-160	94%
Total 5752500 · Operating Services	55	5,204	6,850	-1,646	76%
5753100 · General Supplies					
5753140 · Uniforms	0	1,556	1,500	56	104%
Total 5753100 · General Supplies	0	1,556	1,500	56	104%
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	1,440	1,500	-60	96%
5754270 · Vehicle Expenses	1,756	9,205	9,000	205	102%
Total 5754200 · Travel Expenses	1,756	10,645	10,500	145	101%
5755200 · Data Processing Expenses					
5755230 · Data Proc-Maintenance & Repairs	0	4,373	4,500	-127	97%
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	4,373	5,500	-1,127	80%
5755300 · Printing Expenses					
5755310 · Copier Expense	0	2,628	2,700	-72	97%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5755350 · Printing - Other	395	1,500	1,500	0	100%
Total 5755300 · Printing Expenses	395	4,128	4,200	-72	98%
5755400 · Utilities					
5755415 · Cellular Phone	106	1,487	1,300	187	114%
5755450 · Electricity	2,125	19,878	28,370	-8,492	70%
5755460 · Water, wholesale	46,688	329,677	375,000	-45,323	88%
Total 5755400 · Utilities	48,919	351,042	404,670	-53,628	87%
5755500 · Repairs & Building Improvements					
5755540 · Repairs- Machinery & Equipment	1,317	6,314	8,064	-1,750	78%
5755550 · Repairs - Vehicles	0	2,894	2,000	894	145%
5755570 · Inventory Expense	698	17,312	22,705	-5,393	76%
5755590 · Repairs - Other	623	1,891	4,601	-2,710	41%
Total 5755500 · Repairs & Building Improvements	2,638	28,411	37,370	-8,959	76%
5755600 · Insurance					
5755610 · Insurance - Property	0	2,592	2,600	-8	100%
5755620 · Insurance - Liability	0	1,728	1,750	-22	99%
5755640 · Insurance - Vehicle	0	1,836	1,850	-14	99%
Total 5755600 · Insurance	0	6,156	6,200	-44	99%
5755700 · Other Expenses					
5755752 · Employment Screening	0	314	300	14	105%
Total 5755700 · Other Expenses	0	314	300	14	105%
5756400 · Minor Capital Outlay					
5756440 · Machinery & Equipment	1,485	1,755	700	1,055	251%
5756490 · Other	0	717	800	-83	90%
Total 5756400 · Minor Capital Outlay	1,485	2,472	1,500	972	165%
5757400 · Capitalized Assets					

City of Waco Utility Fund
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5757470 • Infrastructure - Water	0	500	2,000	-1,500	25%
Total 5757400 • Capitalized Assets	0	500	2,000	-1,500	25%
5757900 • Long-Term Debt					
5758225 • Transfer out to Debt Fund	40,653	162,612	162,610	2	100%
Total 5757900 • Long-Term Debt	40,653	162,612	162,610	2	100%
Total 75 • Water	105,666	735,804	815,782	-79,978	90%
80 • Sewer					
5801400 • Support Salaries					
5801405 • Support Staff	2,393	9,865	9,093	772	108%
5801415 • Maintenance Crew	3,376	51,907	53,707	-1,800	97%
5801450 • Certification Pay	92	1,153	1,200	-47	96%
5801480 • Merit Raises	0	0	0	0	0%
5801490 • Overtime	169	2,768	1,800	968	154%
5801500 • Sewer - On Call	50	1,100	850	250	129%
Total 5801400 • Support Salaries	6,080	66,793	66,650	143	100%
5802100 • Employee Benefits					
5802110 • Group Insurance	551	10,054	10,900	-846	92%
5802135 • TMRS	213	3,206	3,500	-294	92%
5802160 • Worker's Compensation-Sewer	0	2,367	2,450	-83	97%
5802170 • Payroll Taxes	52	806	875	-69	92%
5802190 • Licenses	0	0	222	-222	0%
Total 5802100 • Employee Benefits	816	16,433	17,947	-1,514	92%
5802300 • Contractual Services/Personnel					
5802350 • Contract Labor - Company	0	6,729	6,729	0	100%
Total 5802300 • Contractual Services/Personnel	0	6,729	6,729	0	100%
5802500 • Operating Services					

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5802515 · Sardis Collection Expense	228	2,089	2,100	-11	99%
5802590 · TCEQ Fees - Sewer	0	0	60	-60	0%
Total 5802500 · Operating Services	228	2,089	2,160	-71	97%
5803100 · General Supplies					
5803140 · Uniforms	0	835	927	-92	90%
Total 5803100 · General Supplies	0	835	927	-92	90%
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	0	355	500	-145	71%
5804270 · Vehicle Expense	123	1,499	1,600	-101	94%
Total 5804200 · Travel Expenses	123	1,854	2,100	-246	88%
5805400 · Utilities					
5805450 · Electricity	148	2,023	3,300	-1,277	61%
5805463 · TRA Wastewater Treatment	2,620	35,606	41,000	-5,394	87%
Total 5805400 · Utilities	2,768	37,629	44,300	-6,671	85%
5805500 · Repairs & Bldg Improvements					
5805510 · Repairs - Land Improvements	0	0	300	-300	0%
5805540 · Repairs - Machinery & Equipment	0	6,264	7,500	-1,236	84%
5805550 · Repairs - Vehicles	0	0	0	0	0%
5805570 · Inventory Expense	0	2,660	2,750	-90	97%
5805590 · Repairs - Other	40	541	619	-78	87%
Total 5805500 · Repairs & Bldg Improvements	40	9,465	11,169	-1,704	85%
5805600 · Insurance					
5805610 · Insurance - Property	0	56	55	1	102%

Profit & Loss Budget vs. Actual

October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
5805620 • Insurance - Liability	0	336	335	1	100%
5805640 • Insurance - Vehicle	0	40	38	2	105%
Total 5805600 • Insurance	0	432	428	4	101%
5805700 • Other Expenses					
5805752 • Employment Screening	0	85	200	-115	43%
Total 5805700 • Other Expenses	0	85	200	-115	43%
5807400 • Capitalized Assets					
5807440 • Machinery & Equipment	0	8,801	8,802	-1	100%
Total 5807400 • Capitalized Assets	0	8,801	8,802	-1	100%
Total 80 • Sewer	10,055	151,145	161,755	-10,610	93%
Total Expense	166,000	1,127,132	1,233,500	-106,368	91%
Net Income	-22,527	30,141	0	30,141	100%

UVilla Debt Service
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000100 • Taxes					
4000107 • Ad Valorem, Current I & S	127	419,863	420,942	-1,079	100%
4000111 • Ad Valorem, Delinquent I & S	274	3,621	5,000	-1,379	72%
4000114 • Interest/Penalties - I & S	123	2,930	3,300	-370	89%
Total 4000100 • Taxes	524	426,414	429,242	-2,828	99%
4000800 • Other Revenue					
4000840 • Interest Earned	9	729	800	-71	91%
4000900 • Reduction of Reserve Fund Bal.	35,974	35,974	36,873	-899	98%
4000930 • Transfer In - Water & Sewer	40,653	162,612	162,610	2	100%
Total 4000800 • Other Revenue	76,636	199,315	200,283	-968	100%
Total Resources	77,160	625,729	629,525	-3,796	99%
Expense					
5157900 • Long-Term Debt					
5157930 • Paying Agent Fees	300	300	500	-200	60%
5157935 • 2011 Bond Issue Principle	0	400,000	400,000	0	100%
5157940 • 2011 Bond Issue Interest	0	225,426	225,425	1	100%
Total 5157900 • Long-Term Debt	300	625,726	625,925	-199	100%
5159000 • Reserves					
5159015 • Debt Reserves	0	0	3,600	-3,600	0%
Total 5159000 • Reserves	0	0	3,600	-3,600	0%
Total Expense	300	625,726	629,525	-3,799	99%
Net Change in Fund Balance	76,860	3	0	3	100%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	0	2	-2	0%
4000850 · Interest Earned - Prosperity	21	258	250	8	103%
Total 4000800 · Other Revenue	21	258	252	6	102%
Total Resources	21	258	252	6	102%
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 Change in Fund Balance	21	258	0	258	100%

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

10/23/13
 Accrual Basis

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000400 · Charges for Services					
4000460 · Park Impact	3,011	7,696	2,342	5,354	329%
Total 4000400 · Charges for Services	3,011	7,696	2,342	5,354	329%
4000800 · Other Revenue					
4000840 · Interest Earned	4	38	30	8	127%
4000900 · Reduction of Fund Balance	0	0	1,128	-1,128	0%
Total 4000800 · Other Revenue	4	38	1,158	-1,120	3%
Total Resources	3,015	7,734	3,500	4,234	221%
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	0	3,000	3,000	0	100%
Total 5607400 · Capitalized Assets	0	3,000	3,000	0	100%
Total Expense	0	3,000	3,500	-500	86%
Net Change in Fund Balance	3,015	4,734	0	4,734	100%

10/23/13

Accrual Basis

Profit & Loss Budget vs. Actual

October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000400 - Charges for Services					
4000476 - Water Impact Fee	0	1,879	1,879	0	100%
4000477 - Sewer Impact Fee	946	2,479	174	2,305	1,425%
Total 4000400 - Charges for Services	946	4,358	2,053	2,305	212%
4000800 - Other Revenue					
4000840 - Interest Earned	27	209	150	59	139%
4000990 - Reduction in Fund Balance	0	0	13,497	(13,497)	0%
Total 4000800 - Other Revenue	27	209	13,647	(13,438)	2%
Total Resources	973	4,567	15,700	(11,133)	29%
Expense					
5102300 - Contractual Services					
5102310 - Consultant Fees	0	14,741	15,700	(959)	94%
Total 5102300 - Contractual Services	0	14,741	15,700	(959)	94%
5859000 - Reserves					
5859020 - Water Impact Fees Reserve	0	0	0	0	0%
5859030 - Sewer Impact Fees Reserve	0	0	0	0	0%
Total 5859000 - Reserves	0	0	0	0	0%
Total Expense	0	14,741	15,700	(959)	94%
Net Change in Fund Balance	973	(10,174)	0	(10,174)	100%

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

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000100 • Taxes					
4000120 • Sales tax	6,566	87,222	82,000	5,222	106%
Total 4000100 • Taxes	6,566	87,222	82,000	5,222	106%
4000800 • Other Revenue					
4000840 • Interest Income	82	878	775	103	113%
Total 4000800 • Other Revenue	82	878	775	103	113%
Total Resources	6,648	88,100	82,775	5,325	106%
Expense					
8102200 • Special Services					
8102220 • Website Support & Maintenance	450	450	1,000	-550	45%
8102230 • Legal Fees	0	0	500	-500	0%
8102240 • Audit	0	1,590	1,590	0	100%
Total 8102200 • Special Services	450	2,040	3,090	-1,050	66%
8102300 • Consultant Services					
8102310 • Consultant Fees	7,000	7,000	2,500	4,500	280%
8102350 • Contract Labor	0	0	45,000	-45,000	0%
Total 8102300 • Consultant Services	7,000	7,000	47,500	-40,500	15%
8103100 • General Supplies					
8103110 • Office Supplies	0	0	100	-100	0%
Total 8103100 • General Supplies	0	0	100	-100	0%
8104200 • Travel Expense					
8104210 • Travel Expense	0	10	1,500	-1,490	1%
8104220 • Professional Development	415	935	1,500	-565	62%

Profit & Loss Budget vs. Actual

October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Total 8104200 - Travel Expense	415	945	3,000	-2,055	32%
8105600 - Insurance					
8105620 - Insurance - Liability	0	288	285	3	101%
Total 8105600 - Insurance	0	288	285	3	101%
8105700 - Other Expenses					
8105705 - Postage	0	0	90	-90	0%
8105730 - Memberships	0	1,200	2,000	-800	60%
8105765 - Business Expense	0	0	1,000	-1,000	0%
Total 8105700 - Other Expenses	0	1,200	3,090	-1,890	39%
8109000 - Reserves					
8109015 - Administrative Reserves	0	0	23,210	-23,210	0%
8109215 - Transfer Out - General Fund	0	2,500	2,500	0	100%
Total 8109000 - Reserves	0	2,500	25,710	-23,210	10%
Total Expense	7,865	13,973	82,775	-68,802	17%
Net Change in Fund Balance	-1,217	74,127	0	74,127	100%

Ovilla Municipal Development District
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000100 • Taxes					
4000120 • Sales tax	2,141	26,220	24,000	2,220	109%
Total 4000100 • Taxes	2,141	26,220	24,000	2,220	109%
4000800 • Other Revenue					
4000840 • Interest Income	17	142	120	22	118%
Total 4000800 • Other Revenue	17	142	120	22	118%
Total Resources	2,158	26,362	24,120	2,242	109%
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%
9104200 • Travel Expense					
9104220 • Professional Development	0	0	250	-250	0%
Total 9104200 • Travel Expense	0	0	250	-250	0%

Covina Municipal Development District
Profit & Loss Budget vs. Actual
 October 2012 through September 2013

10/23/13
 Accrual Basis

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
9105600 - Insurance					
9105620 - Insurance - Liability	0	216	289	-73	75%
Total 9105600 - Insurance	0	216	289	-73	75%
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	20,356	-20,356	0%
9109215 - Transfer Out - General Fund	0	500	500	0	100%
Total 9109000 - Reserves	0	500	20,856	-20,356	2%
Total Expense	0	2,305	24,120	-21,814	10%
Net Change in Fund Balance	2,158	24,056	0	24,056	100%

Orville Police Department Special Fund
Profit & Loss Budget vs. Actual
October 2012 through September 2013

10/23/13
Accrual Basis

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000800 • Other Revenue					
4000815 • Gifts	50	14,051	14,000	51	100%
Total 4000800 • Other Revenue	50	14,051	14,000	51	100%
Total Resources	50	14,051	14,000	51	100%
Expense					
5232600 • Special Expenses					
5232690 • Special Expenses - Other	0	568	2,265	-1,697	25%
Total 5232600 • Special Expenses	0	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	1,000	-1,000	0%
Total 5235700 • Other Expense	0	0	1,000	-1,000	0%
5236400 • Minor Capital Outlay					
5236440 • Machinery and Equipment	0	3,057	4,800	-1,743	64%
Total 5236400 • Minor Capital Outlay	0	3,057	4,800	-1,743	64%
5239000 • Reserves					
5239010 • Administrative Reserves	0	0	5,835	-5,835	0%
Total 5239000 • Reserves	0	0	5,835	-5,835	0%
Total Expense	0	3,625	14,000	-10,375	26%
Net Change in Fund Balance	50	10,426	0	10,426	100%

City of the Department Auxiliary
Profit & Loss Budget vs. Actual
October 2012 through September 2013

	Sep 13	Oct '12 - Sep 13	Budget	\$ Over Budget	% of Budget Thru Sept. 100%
Income					
4000800 - Other Revenue					
4000815 - Gifts	0	1,330	1,500	-170	89%
4000830 - Vending Machines	0	297	200	97	149%
4000880 - Reduction in Fund Balance	0	0	6,550	-6,550	0%
Total 4000800 - Other Revenue	0	1,627	8,250	-6,623	20%
Total Resources	0	1,627	8,250	-6,623	20%
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	234	767	1,000	-233	77%
Total 5333400 - Maintenance Supplies and Parts	234	767	1,000	-233	77%
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	1,500	-1,084	28%
5335765 - Miscellaneous	0	714	2,000	-1,286	36%
Total 5335700 - Other Expense	0	1,130	3,500	-2,370	32%
5336400 - Minor Capital Outlay					
5336440 - Machinery & Equipment	0	2,935	3,500	-565	84%
Total 5336400 - Minor Capital Outlay	0	2,935	3,500	-565	84%
5339000 - Reserve					
5339010 - Admin Reserves	0	0	0	0	0%
Total 5339000 - Reserve	0	0	0	0	0%
Total Expense	234	4,832	8,250	-3,418	59%
Net Change in Fund Balance	-234	-3,205	0	-3,205	100%

CITY OF OVILLA MINUTES
Monday, September 23, 2013
Regular City Council Meeting
105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 7:00 p.m. The following City Council Members were present:

Ralph Hall
Larry Stevenson
David Griffin
Doug Hunt
Dean Oberg

Council Member Place 1/Mayor Pro Tem
Council Member Place 2
Council Member Place 3
Council Member Place 4
Council Member Place 5

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

PL2 Hunt gave the Invocation

PL3 Griffin led the recitation of the Pledge of Allegiance

COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS

Mayor Dormier made a few announcements:

1. Proclamation Commemorating the Incorporation of Ovilla's 50-Year Anniversary
2. Scheduled public meeting regarding Loop 9, to be held at the Red Oak Intermediate School, on September 26, 6:30 p.m. – 7:00 p.m.
3. Ovilla will be celebrating National Night Out on Tuesday, October 1, behind City Hall beginning at 6:30 p.m.

♦ **Citizens Comments / Citizens Forum:**

1. None

♦ **Department Activity Reports / Discussion**

- Administration City Administrator Cyndy Powell
 - Bi-weekly update activity report(s) – no questions/no comments
 - PL3 Griffin complimented the Public Works Department for a good job of refurbishing Ovilla Oaks roadways.
 - Monthly Reports Code Enf./Animal Control Mike Dooly
 - No questions/no comments
- Finance City Accountant Sharon Jungman
 - Monthly Financials – no questions/no comments

CONSENT ITEMS

- Minutes of the September 09, 2013 Regular Council Meeting

PL4 Hunt made the motion to approve the consent item as presented, seconded by PL2 Stevenson. Mayor Dormier asked for a vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.

VOTE: The motion carried unanimously: 5-0.

REGULAR AGENDA**ITEM 1. *DISCUSSION/ACTION – Consider a Meritorious Exception* to the Ovilla Road Baptist Church to allow modification of the existing sign to a LED sign, at 3251 Ovilla Road.**

The Ovilla Road Baptist Church (ORBC) filed a request for a meritorious exception to the City's sign ordinance to modify their existing permanent sign. The proposed sign included a LED screen. ORBC Representative Doug Connell was present to answer questions. Council questioned the exact dimensions, placement, base strength, and if sensors for the control of brightness were included.

PL4 Hunt made the motion that Council grants a Meritorious Exception to ORBC to modify their existing sign as presented, seconded by PL5 Oberg. Further discussion ensued regarding the height and the need to strengthen the base. PL4 Hunt amended the motion stating same, with the addition "to remove the existing pole sign when installing the new sign", seconded by PL5 Oberg. *Mayor Dormier asked for a vote by announcement of AYE or NAY. Council members Hunt and Oberg announced AYE in favor. Mayor Pro Tem Hall, PL2 Stevenson and PL3 Griffin announced NAY in opposition.*

VOTE: The motion failed 2 in favor, 3 in opposition.

PL2 Stevenson made comment that it would benefit ORBC to have their vendor provide better drawings and dimensions. Mayor Pro Tem Hall reiterated that if the presentation of professional drawings and better specifications were available, Council might reconsider if brought back.

ITEM 2. *DISCUSSION/ACTION – Review and discuss* the Solid Waste Collection/Disposal and Recycling proposal from Progressive Waste Solutions and take action as necessary to authorize the City Administrator to negotiate a Contract for Services.

Representatives from Progressive (Dick Diemen) and CWD (Robert Medigovich) were present and were allowed to speak on their company's behalf. The review committee (staff, Council Members Stevenson and Griffin) recommended Progressive Waste Solutions.

Mayor Pro Tem Hall made the motion to approve the recommendation as presented and authorize the City Administrator to negotiate the contract for services for Solid Waste Collection/Disposal and Recycling Services with Progressive Waste Solutions, seconded by PL3 Griffin. (Mayor Dormier inquired about shredding that was not included in the Progressive Waste contract. The service level will include what the customers are currently receiving and adding E-waste services and twice a month brush pickup.) *Mayor Dormier asked for a 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 – Review status* of the City's progress in obtaining the Leadership Award through the State Comptroller's Office and take action if necessary.

Council assigned staff to begin procedures to achieve the point criteria on the city's website necessary to apply for the TX Comptroller Leadership Circle Gold Award. This award spotlights local governments that provide clear and consistent information of the budget, spending and auditing in user-friendly formats. To date, staff believes that the current level on the city's website and the Leadership Circle's score sheet would award Ovilla with the Silver Award. Council's expectation was that staff would be ready for the Gold application process by the beginning of the 2013-2014 Fiscal Year. Given a few months (possibly to December 2013) with Council's approval, staff could complete the necessary steps to acquire enough points to apply for the Gold Award. The Comptroller's office allows entities to submit their score sheet(s) annually to qualify/re-qualify for a Leadership Circle designation and then submit additional paperwork throughout the year to upgrade the award level or score. Any award is good for 1 year from the date the state office finalizes. The award cycle

begins at the calendar year. Council voiced pleasure that staff was at the Silver level and encouraged staff to prepare for the Gold in the next few months.

NO Action.

ITEM 4. DISCUSSION/ACTION – Review application(s) and consider nominations and one appointment to the Economic Development Corporation Board.

Three terms expired in July, with two reappointments. One term (Place Two) was still vacant. Staff received an application from Mr. John Sharp for Council's consideration. There were no other nominations or applications.

PL3 Griffin made the motion to appoint Mr. John Sharp to serve a term as Place Two on the Economic Development Corporation Board, seconded by PL5 Oberg. *Mayor Dormier asked for a 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 application(s) and consider nominations and appointment(s) to the Planning and Zoning Commission.

Four terms expired in July, with one reappointment and two new appointments. Additionally, PL5 Oberg, previously a P&Z member, was appointed to the City Council in July. This left Place Four (on P&Z) having 1 year left on the term and Place Five having a full term remaining vacant. Staff received two applications from Mr. George Favaron and Mr. Greg Percy for Council's consideration. There were no other nominations nor applications submitted.

PL4 Hunt made the motion that Council appoints Mr. George Favaron to serve the remaining term expiring in 2014 as PL4 on the Planning and Zoning Commission, seconded by PL2 Stevenson. *Mayor Dormier asked for a 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 appoint Mr. Greg Percy to serve the full term expiring in 2015 as PL5 on the Planning and Zoning Commission, seconded by PL5 Oberg. *Mayor Dormier asked for a 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/ACTION – Consider Resolution 2013-009, of candidate nomination(s) for the Dallas Appraisal District Board of Directors for the Years 2014-2015 and authorize submittal of said Resolution to the Chief Appraiser.

The Dallas Appraisal District advised staff that each of the incorporated cities and towns, except the City of Dallas, have the right to nominate by official resolution one (1) candidate as the fourth member to the Board.

Current member to the suburban cities:

Michael Hurtt

PL4 Hunt made the motion that Council submit Resolution 2013-009 naming Mr. Michael Hurtt as Ovilla's nominated candidate to the Board of Directors for the Dallas Appraisal District, seconded by PL3 Griffin. *Mayor Dormier asked for a 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 7. DISCUSSION/ACTION – Consider Resolution 2013-010, of candidate nomination(s) for the Ellis County Appraisal District Board of Directors for the Years 2014-2015 and authorize submittal of said Resolution to the Chief Appraiser.

The Ellis County Appraisal District advised staff that each of the incorporated cities and towns have the right to nominate by official resolution one (1) candidate for each of the five positions to be filled on the Board of Directors.

Current members are:

Chair: Phillip Lynch

V-Chair: Johnny Johnson (Not seeking another term)

Secretary: Ken Marks

Member: Tommy Hamilton

Member: Joe Pitts

PL4 Hunt made the motion that Council submit Resolution 2013-010 naming Mr. Phil Lynch as Ovilla's nominated candidate to the Board of Directors for the Ellis Appraisal District, seconded by PL5 Oberg. *Mayor Dormier asked for a 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 8. DISCUSSION/ACTION – Consideration and action on Ordinance 2013-027 amending Chapter I, Division 3, Section 1.05.071, of the Ovilla Code of Ordinances, providing revised purchasing limits; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Staff advised that Ordinance No. 2013-027 provided for the amendment of the Code of Ordinances, Chapter I, Division 3, Section 1.05.071, authorization of expenditures; purchase limits, to reflect the purchasing authority of the City Administrator as prescribed in the 2010 Policy and Procedure Guide to Purchasing (Purchasing Guide). The Purchasing Guide established the City Administrator's purchasing limit not to exceed \$25,000 for budgeted expenditures. Purchases of \$25,000 or greater would require City Council approval. Staff recommended approval of Ordinance 2013-027 to remedy conflict in the Code of Ordinances with the Adopted Purchasing Guide.

Mayor Pro Tem Hall questioned certain language in specific sections of the ordinance and asked it be removed. Suggested modifications: remove the word "power" to read "authority" in Section 1.05.071(a) (b) and to add the Purchasing Guide as an attachment to the ordinance. Council concurred.

PL4 Hunt made the motion to approve Ordinance 2013-027 amending Chapter I, Division 3, Section 1.05.071 of the Code of Ordinances, providing revised purchasing limits as amended:

1. Remove the words "exclusive power" and have it read "authority" in Section 1.05.071, (a) (b) and (c)
2. Remove "Mayor" from Section 1.05.071 (b) and begin paragraph with City Administrator
3. Add to the end of each paragraph in Section 1.05.071, (a) (b) and (c) to read, "...as adopted in the Policy and Procedure Guide to Purchasing."

The motion was seconded by PL5 Oberg. *Mayor Dormier asked for a 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 9. DISCUSSION/ACTION – Consideration and action on Ordinance 2013-028** amending Chapter 9, Division I, Section 9.03.034(9) of the Ovilla Code of Ordinances, providing revised purchasing authority of the City Administrator; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Staff advised that Ordinance No. 2013-028 provided for the amendment of the Code of Ordinances, Chapter 9, Division I, Section 9.03.034(9) – Powers and duties, to reflect the purchasing authority of the City Administrator as prescribed in the 2010 Policy and Procedure Guide to Purchasing (Purchasing Guide). Staff recommended approval of Ordinance 2013-028 to remedy conflict in the Code of Ordinances with the Adopted Purchasing Guideline.

PL4 Hunt made the motion to approve Ordinance 2013-028 amending Chapter 9, Division I, Section 9.03.034(9) of the Ovilla Code of Ordinances, providing revised purchasing authority of the City Administrator, seconded by PL3 Griffin. *Mayor Dormier asked for a 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 10. DISCUSSION/ACTION – Review and discuss** the Proposal from The Management Connection for the development of a Citywide Five-Year Strategic Plan and take action as necessary to execute the Proposal.

City Administrator Cyndy Powell advised Council that the Review Committee (Committee), comprised of Councilors David Griffin, Dean Oberg, and alternate Mayor Pro Tem Ralph Hall, along with Economic Development Corporation board members Gary Jones, John Knight, and alternate Dick Pettit was established to review and make a recommendation for a Citywide Five-Year Strategic Plan. The Committee met Thursday, August 15, 2013, evaluated responses from five firms, and ranked the firms. The top two firms were invited to make a presentation and answer questions from the Committee on Thursday, August 29, 2013. The Committee directed the City Administrator to negotiate an agreement with The Management Connection. The final Proposal from The Management Connection was \$20,000 with expenses not to exceed \$772.92. References were contacted. The Ovilla Economic Development Corporation considered the Proposal at their September 16, 2013 meeting and recommended approval. Staff also recommended approval of the Proposal and advised that the Economic Development Corporation would pay the cost.

Council concurred that The Management Connection was a reputable company, receiving positive feedback from background checks, however, there were concerns that pricing was listed from most all vendor responses and that this was supposed to have been a Request for Qualifications (RFQ). Additionally, staff was questioned on the ranking and the committee's consensus used. The City Administrator advised that a mathematical computation was not used. Council expected that the point system in the RFQ would be the decisive factor and questioned the conclusion of how The Management Connection was the chosen firm. Some Councilors stated that the criteria should have been reflective of the points listed in the RFQ and the final ranking sheet did not reveal that.

PL2 Stevenson made the motion to Table Item 10 until better clarification from staff on the use of the point system and ranking. The motion died for lack of a second.

Mayor Pro Tem Hall made the motion to approve the Proposal from The Management Connection as presented, authorizing the President of the Ovilla Economic Development Corporation to execute the Proposal, seconded by PL5 Oberg. *Mayor Dormier asked for a vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.*

VOTE: The motion carried unanimously: 5-0.

*Richard Dormier, Mayor
Ralph Hall, Place One
Larry Stevenson, Place Two*

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

- ITEM 11. DISCUSSION/ACTION – Consider approval** of a Contract for Technical Services and Fee Schedule with Trinity River Authority of Texas and take action to authorize the Mayor to execute such Contract.

The City contracts with the Trinity River Authority for work related to the analysis of water and wastewater, industrial inspections, and sampling services for an annual fee not to exceed \$1,500 per year. The Contract is for two years, expiring September 30, 2015. Staff advised that the fees in this contract were related to water and wastewater sample testing only and recommended approval.

Mayor Pro Tem Hall made the motion to approve the contract for Technical Services and Fee Schedule with Trinity River Authority of TX as presented and authorize the Mayor to execute such Contract, seconded by PL2 Stevenson. Mayor Dormier asked for a 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 12. DISCUSSION/ACTION – Consider approval** of the Annual Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Emergency Services District #2 and take action to authorize the Mayor to execute such Agreement.

Fire Chief Brancato advised that this was the same contract as the previous year.

PL4 Hunt requested additional information regarding calls in the ESD #2 area. Fire Chief Brancato and staff provided statistics covering a 5-year analysis pertaining to calls/responses.

(Calendar years: 09 – 233 calls, 2010 – 209 calls, 2011 – 203 calls, 2012 – 187, and 2013 to date - 125 calls.)

Mayor Pro Tem Hall made the motion to approve the Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Emergency Services District #2 as presented and authorize the Mayor to execute such Agreement, seconded by PL2 Stevenson. Mayor Dormier asked for a 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 13. DISCUSSION/ACTION – Review progress and various assignments** to facilitate the success of the 2013 Heritage Day festivities.

PL4 Hunt stated that everything was pretty much in place for the September 28th event. He noted that Ovilla would receive a special guest appearance of Deon Pride, son of famous country singer Charlie Pride. Council members praised PL4 Hunt for accepting the task of coordinating and planning for this annual celebration.

NO Action.

EXECUTIVE SESSION

Mayor Dormier announced Council would convene into Executive Session at 9:10 p.m. concerning Items 14 and 15.

Mayor Dormier and Council reconvened to Regular Session at 10:25 p.m. and took action on the following items:

The City Council will meet in a closed session pursuant to Section 551.071 of the Texas Government Code to consult with, and seek advice from, the City Attorney on a matter in which the duty of the City Attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of the Texas Open Meetings Act.

- ITEM 14. DISCUSSION/ACTION – Receive and discuss proposal** from ESD#4 and take action as necessary to authorize the City Administrator to negotiate an Agreement with the Ellis County ESD#4.

Mayor Pro Tem Hall moved that the City Administrator meet with the City Manager of Red Oak to discuss the possibility of changes with the ESD#4, seconded by PL4 Hunt. Mayor Dormier asked for a vote by announcement of AYE or NAY. Present Council announced AYE in favor. No oppositions, no abstentions.

VOTE: The motion carried unanimously: 5-0.

The City Council will meet in a closed session pursuant to Section 551.074 of the Texas Government Code pertaining to personnel matters.

- ITEM 15. DISCUSSION/ACTION –Deliberate** the appointment, employment, and/or duties of the City Administrator and take action as necessary.

No Action.

REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Pro Tem Hall	None
PL2 Stevenson	None
PL3 Griffin	None
PL4 Hunt	None
PL5 Oberg	None

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 10:26 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved October 28, 2013



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Chief Brancato/Finance Amount:

Attachments:

Memorandum from Fire Chief Brancato
Financial Transactions report
Purchase Orders & payment authorization documentation on two vendors

Agenda Item / Topic:

ITEM 1. *DISCUSSION/ACTION* – Consider approval of the September 2013 Financial Transactions pulled for review from the October 15, 2013 Council Agenda.

Discussion / Justification:

At the October 15, 2013 Regular Council Meeting, staff was instructed to return with the Financial Transactions to assure Council that procurement procedures were followed, and with confirmation of state pricing and payment authorization on two separate expenses regarding radio purchases in the Fire Department.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I move that Council Approves/Denies the Financial Transactions as presented."

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL
FROM: PHILLIP BRANCATO, FIRE CHIEF 
TOPIC: RADIO EQUIPMENT PURCHASE
DATE: 10/23/2013

The three cities of Ovilla, Midlothian and Red Oak obtained a grant to build a new communication infrastructure. This was approx. 2-3 years ago. This applied to both the fire and police departments. The funds for the radio purchases in question came from the sale of an old rehab vehicle and equipment. The companies/vendors we used were American Communications and Breakthrough Communications. As the older radio system was declining in reliability, it became even more important to make the system operational. The old system was an analog system. The new system was analog with digital capability. The digital system was tested and was decided we would move to the digital system as soon as possible as it seemed more reliable.

The issue was that the Ovilla FD was the only department that was not able to move to the new system because of analog radios. Our radios were not digital capable. I went to Mrs. Lee and explained the issue to her and we actually discussed ways to fund the radios including adding a supplemental for approval to the FY2013-2014 Budget. We also talked of using the sale of FD equipment to do this. The decision was made to research the cost of the needed equipment as funds were available - then start the purchase process using a two-tiered system. (Primary and secondary purchases) I talked with Sharon to be sure this was done in the correct procurement procedures, ie: format, bids, etc. We had been using American Communications up to this point. I placed the first order with American - a smaller company. Immediately following the order, it was apparent that the backlog of a smaller company presented problems, including continued issues with customer service.

Breakthrough Communications was located, and was a bigger company with better customer service. That is why we used two companies. **Both companies operate under state DIR or HGAC contracts.** This is the reason we did not bid the radio equipment.

Once the first order was made, it was approximately 3-4 weeks before the second order was placed. These orders were prioritized based on response of emergency equipment.



105 South Cockrell Hill Road
Ovilla, Texas 75154
Ph: (972) 617-7262 Fax: (972) 515-3221



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount:

Attachments:

Proposed agreement
Attachments A and B (Performance Standards & Fees)

Agenda Item / Topic:

ITEM 3. **DISCUSSION/ACTION** – Consider approval of the Mayor to execute a contractual agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract.

Discussion / Justification:

The proposal review committee consisting, of Councilors David Griffin and Larry Stevenson, and staff, reviewed two proposals received for Solid Waste Collection/Disposal and Recycling for residential and commercial customers. The committee recommended Progressive Waste Solutions to provide the services.

The service days of the week are changing per Brad's conversation with Progressive representatives: Customers that usually are collected on Wednesday will move to Thursday and the Saturday customers will move to Friday. The approximate pickup times will remain the same for each area and the recycle days will move to the new service day as well. Progressive is working on a flyer to be placed on all the carts that will provide information of the changes that will be made. The bulky pickup will also coincide with service day. Parker mentioned that they prefer to pickup during the week so that trucks are not in town early on the weekend disrupting customers. Progressive is developing informational material the City will utilize to publicize their services.

Recommendation / Staff Comments:

Sample Motion(s):

"I move that Council Approves/Denies the Mayor to execute a Contractual Agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract as presented."

"I move that Council Approves/Denies the Mayor to execute a Contractual Agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract with the following revisions/additions:

- 1.
- 2.
3. "

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

General Fund

Date	Check#	Payee	Description	Amount
9/13/2013	410706	American Communications	Radio Equipment for Fire Dept.	\$16,983.92
9/26/2013	41756	Azle Communications (Breakthrough)	Radio Equipment for Fire Dept.	\$16,963.47
9/26/2013	41757	Blue Cross/Blue Shield	Health Insurance	\$7,051.88
9/13/2013	41711	Bureau Veritas	Inspections	\$7,164.05
9/5/2013	41666	Casco	Fire Dept. Uniforms	\$7,486.50
9/30/2013	41782	Community Waste Disposal	Garbage Pick up for August	\$16,650.56
9/30/2013	41784	Ellis County Precinct #4	2.4 Miles of Road Repairs in Ovilla Oaks	\$60,000.00
9/12/2013	ACH	Quick Books Payroll Service	Payroll	\$35,953.66
9/26/2013	ACH	Quick Books Payroll Service	Payroll	\$36,857.86
9/12/2013	41704	T.M.R.S.	Retirement	\$13,323.93
9/26/2013	41774	The Management Connection	First payment on Strategic Planning	\$7,000.00
9/13/2013	ACH	US Treasury	Payroll Taxes	\$7,229.84
11/1/2153	ACH	US Treasury	Payroll Taxes	\$7,135.26
Total General Fund Transactions Paid in Sept. 2013 \$5,000 and Over				\$239,800.93

Water & Sewer Fund

Date	Check#	Payee	Description	Amount
9/5/2013	15248	City of Dallas	Water Purchase	\$45,850.20
9/30/2013	15277	City of Ovilla General Fund	Garbage Transfer for September & Quarterly Payroll Transfer	\$32,892.04
9/30/2013	15278	City of Ovilla General Fund	Quarterly Transfer From W&S to GF	\$29,075.25
Total Water & Sewer Fund Transactions Paid in Sept. 2013 \$5,000 and Over				\$107,817.49

DATE: 6-12-13

CITY OF OVILLA

105 Cockrell Hill Rd.
Ovilla, Texas 75154
(972) 617-7262PURCHASE ORDER
NO.13-30-818

PROJECT NO.

PAGE 1 OF 1 PAGES

SAME AS ABOVE UNLESS NOTED

TO
L
American CommunicationsSHIP
TO

DEPARTMENT <u>Fire</u>	REQUISITION NUMBER	DATE REQUIRED <u>ASAP</u>	ACCOUNT <u>53055405333460</u>
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SHIP VIA	FOB	TERMS	ALL ORDERS TAX EXEMPT NUMBER
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ITEM NUMBER	QUANTITY ORDERED	QUANTITY RECEIVED	PART NUMBER AND DESCRIPTION	UNIT PRICE	PER	DISC	AMOUNT
	2	Mobile	KENWOOD TK 5720K EOC A, STATION	913	44		1826.88
	1		KENWOOD TK 5720K w/Trunk Interface B703	1153	44		1153.44
	1		KENWOOD TK 5720 B701	1078.	44		1078.44
	2	Portable	KENWOOD TK 5720K R755, B703	1078.	44		2156.88
	2		KENWOOD TK 5210G K2-LKP B1K	1366.	20		2732.40
	7		KENWOOD TK 5210G K2-OH	1467.	64		10,273.48
	9		KENWOOD KMC-42WM SPEAKER MICS	77.	52		697.68
STATE Contract - DIR. (PB)							
TOTAL							19919.20

PLEASE SEND _____ COPIES OF YOUR INVOICE AND ORIGINAL AND

_____ COPIES OF BILL OF LADING

ACCEPTANCE OF THIS ORDER CONSTITUTES ACCEPTANCE OF ALL CONDITIONS HEREOF.

P. O. NO.

PROJ. NO.

(supplement terms and conditions) - Acceptance of order to be acknowledged by return mail. - Excess unauthorized shipments subject to rejection and return at shipper's expense. - All changes must be made in writing. Verbal instructions unauthorized. - No charges allowed for boxing or crating unless previously arranged. - We reserve the right to cancel this order if the material is not shipped within time specified. - Purchase order number and Project number must appear on invoices, packing slip and outside of package. - Attach B/L or express receipt to each invoice. - Packing slip showing contents and our purchase order number must accompany all shipments.

James L. Lee
AUTHORIZED BY

WHITE - VENDOR'S COPY YELLOW - DEPARTMENT PINK - ACCOUNTING

City of Ovilla General Fund
Account QuickReport
October 1, 2012 through August 29, 2013

Type	Date	Num	Name	Memo	Split	Amount
30 - Fire						
5306400 - Minor Capital Outlay						
5306440 - Machinery & Equipment						
Bill	01/23/2013	3998...	Red Oak Auto Parts	Fuel Premix	2310000 - Acc...	25.96
Bill	03/03/2013	8639...	Citibank	Straps for Radio	2310000 - Acc...	21.30
Bill	03/29/2013	4606...	Red Oak Auto Parts	Batteries	2310000 - Acc...	230.10
Bill	04/03/2013	8639...	Citibank	12 cans of Tru Fuel	2310000 - Acc...	59.52
Bill	05/29/2013	5152...	Red Oak Auto Parts	Wix Spin-on Fuel/Wat	2310000 - Acc...	26.35
Bill	06/03/2013	8639...	Citibank	Anti-Freeze , Fuel	2310000 - Acc...	92.03
Bill	06/16/2013	6208...	Metro Fire Apparatu...	LED Spot	2310000 - Acc...	443.00
Bill	07/02/2013	M157...	Clifford Power Syst...	Generator Repair	2310000 - Acc...	853.38
Bill	07/03/2013	8639...	Citibank	Fluid & Oil	2310000 - Acc...	33.10
Bill	08/26/2013	6488...	Metro Fire Apparatu...	2 - Roof Hooks	2310000 - Acc...	448.00
Total 5306440 - Machinery & Equipment						2,232.74
Total 5306400 - Minor Capital Outlay						2,232.74
Total 30 - Fire						2,232.74
TOTAL						2,232.74

AMERICAN COMMUNICATIONS

2321 Solona St, Ste-B, Haltom City, TX 76117 (817) 831-3865, fax (817) 831-2350

Invoice

Date	Invoice #
9/4/2013	58777

Bill To OVILLA FIRE DEPARTMENT ACCOUNT PAYABLE 105 S COCKRELL HILL RD SUITE 1 OVILLA, TX 75154-1466

Ship To RECEIVED SEP - 4 2013
--

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
13-30-818	Net 30		9/4/2013	Cust. Pickup		

Quantity	Item Code	Description	Price Each	Amount
6	TK5720K	VHF P25 MOBILE	913.44	5,480.64
2	TK5210GK2	VHF P25 PORTABLE RADIO	1,366.20	2,732.40
7	TK5210GK2-OH	VHF P25 ORANGE	1,467.64	10,273.48
9	KMC42WM	SPEAKER MIC	77.52	697.68
7	KRA-26M	VHF ANT HELIC	0.00	0.00
7	KNB43L	LI-POLYMER BATTERY	0.00	0.00
7	KSC-32	CHARGER (RAPID)	0.00	0.00
7	KBH-10	BELT CLIP	0.00	0.00
4	INSTALL	INSTALL EQUIPMENT	165.00	660.00
1	INSTALL	INTERFACE TO FIRECOMM	75.00	75.00
9-4-13 PM OK 5306440			Total	\$19,919.20

PL By Fire
 Auxil. Acc
 16,983.92

OVILLA VOLUNTEER FIRE DEPARTMENT
105 S COCKRELL RD NO 1
OVILLA, TX 75154

2452

88-2265/1131-67

DATE 6-12-13

PAY
TO THE
ORDER OF

American Communities

\$ 2935.28

Twenty Nine Hundred Thirty Five and 28/100

DOLLARS



THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT(S)

[Signature]

⑈002452⑈ ⑆113122655⑆ 011003909⑈



American Communications

Date	Type	Reference
9/4/2013	Bill	55777

Original Amt.
16,983.92

Balance Due
16,983.92

9/13/2013

Discount

Check Amount

Payment
16,983.92
16,983.92

General Fund 210943 Radio Equipment

16,983.92

DATE 6-21-13

CITY OF OVILLA

105 Cockrell Hill Rd.
Ovilla, Texas 75154
(972) 617-7262PURCHASE ORDER
NO.13-30-820
PROJECT NO.

PAGE _____ OF _____ PAGES

SAME AS ABOVE UNLESS NOTED

TO
Break Through
3620 Byrns Ave
Fort Worth 76107SHIP
TO

DEPARTMENT <u>FIRE</u>	REQUISITION NUMBER —	DATE REQUIRED <u>ASAP</u>	ACCOUNT <u>530 6440</u>
---------------------------	-------------------------	------------------------------	----------------------------

SHIP VIA —	FOB —	TERMS —	ALL ORDERS TAX EXEMPT NUMBER
---------------	----------	------------	---------------------------------

ITEM NUMBER	QUANTITY ORDERED	QUANTITY RECEIVED	PART NUMBER AND DESCRIPTION	UNIT PRICE	PER	DISC	AMOUNT
	1		KENWOOD - TK-5720-K EOL RADIO	958.	44		958. 44
	1		KENWOOD TK-5720-K E703	1 028.	44		1028. 44
	2		KENWOOD TK-5720-K 5701 & 5702	1086.	74		2173. 88
	1		WARNING Siren Control	1001.	90		1001. 90
	1		STATION Alerting Bay speak	760.	00		760. 00
	2		KENWOOD TK-5210-G STATION, 1702	1366.	20		2732. 40
	5		KENWOOD TK 5210-G ORANGE	1537.	65		7688 25
	8		KENWOOD RMC-42 WM Dir Reicing ^{MTD} (R)	77.	52		620. 16
TOTAL							16,963 47

PLEASE SEND _____ COPIES OF YOUR INVOICE AND ORIGINAL AND

_____ COPIES OF BILL OF LADING

State Pricing

ACCEPTANCE OF THIS ORDER CONSTITUTES ACCEPTANCE OF ALL CONDITIONS HEREOF.

P. O. NO.

PROJ. NO.

(supplement terms and conditions) - Acceptance of order to be acknowledged by return mail. - Excess unauthorized shipments subject to rejection and return at shipper's expense. - All changes must be made in writing. Verbal instructions unauthorized. - No charges allowed for boxing or crating unless previously arranged. - We reserve the right to cancel this order if the material is not shipped within time specified. - Purchase order number and Project number must appear on invoices, packing slip and outside of package. - Attach B/L or express receipt to each invoice. - Packing slip showing contents and our purchase order number must accompany all shipments.

Jacqueline L. Lee
AUTHORIZED BY

WHITE - VENDOR'S COPY YELLOW - DEPARTMENT PINK - ACCOUNTING

CITY OF OVILLA/GENERAL ACCOUNT

041756

Breakthrough Communications

Date	Type	Reference	Original Amt.	Balance Due	9/26/2013 Discount	Payment
8/14/2013	Bill	2948	16,963.47	16,963.47		16,963.47
					Check Amount	16,963.47

General Fund 210943 Radio equipment for Fire Dept.

16,963.47



Breakthrough Communications
3620 Byers Avenue
Fort Worth, Texas 76107

Phone: 817-732-7791
Fax: 817-731-8335
Web: www.pagetexas.com

Work Order

2948

5306440

Work Location

Ovilla, City of
Phillip Brancato
105 Cockrell Hill Rd
Ovilla, TX 75154

Work: (972) 617-7262

Work Date
14-Aug-2013

Arrive Between
9:00AM

Man-Hours
4.50

Time In

Time Out

Terms
Net 30

Last Service

Map Code

Access

Team

Summary

PO #13-30-820

Service/Product	Description	Price	Qty	Amount
P TK-5720K - TK-5720K	136-174 MHz 50W, 512 CH / 128 Zone	\$958.44	1.00	\$958.44
P TK-5720K - TK-5720K	136-174 MHz 50W, 512 CH / 128 Zone	\$958.44	1.00	\$958.44
P TK-5720K - TK-5720K	136-174 MHz 50W, 512 CH / 128 Zone	\$958.44	1.00	\$958.44
P TK-5720K - TK-5720K	136-174 MHz 50W, 512 CH / 128 Zone	\$958.44	1.00	\$958.44
P MISC - MISC	JOTTO DESK FACEPLATE FOR TK-5220K	\$58.50	2.00	\$117.00
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P KMC-42WM - KMC-42WM	MIL-SPEC, IP67 (Immersion) Noise-canceling Speaker Mic [Intrinsically Safe Approved Accessory] [MSHA Approved Accessory]	\$77.52	8.00	\$620.16
P MISC - MISC	FIRE STATION/BAY SPEAKER UPGRADES	\$760.00	1.00	\$760.00
P TK-5210GK2 - TK-5210GK2	136-174MHz 5W, 1024 CH, Standard Model	\$1,366.20	1.00	\$1,366.20
P WAUKNB43LIP - WAUKNB43LIP	7.5V 3300 mAh Lithium Polymer for TK-2180, TK-3180, TK-5210, TK-5310, TK-5410	\$78.23	4.00	\$312.92
S INST	PARTIAL INSTALLATION S701	\$70.00	1.00	\$70.00
S INST	PARTIAL INSTALLATION E703	\$70.00	1.00	\$70.00
S INST	PARTIAL INSTALLATION S702	\$70.00	1.00	\$70.00
S SVC2	Field Technical Services-Integrate analog narrowband radio into existing siren, replacing older low-band radio	\$120.02	1.50	\$180.03

Subtotal \$16,963.47
Tax \$0.00
Total \$16,963.47

Additional Items	Description	Price	Qty	Amount
1				
2				
3				
4				



villa City Council

AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount:

Attachments:

Meeting schedule

Agenda Item / Topic:

ITEM 2. *DISCUSSION/ACTION* – Consideration of and action on cancellation of November 25th Regular meeting.

Discussion / Justification:

During the September 09, 2013 Regular Meeting, Council approved the scheduled meeting dates with the exception of two dates scheduled around holidays and asked that staff bring those back for consideration as time neared. The November 25th meeting is back for consideration because it falls in the same week as the Thanksgiving Holiday. (The December meeting date will be addressed next month.)

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I move that Council Approves/Denies the cancellation of the November 25 Regular meeting."

FY 2013-2014 SCHEDULED COUNCIL MEETINGS

Meeting dates may be subject to revision, rescheduling or the calling of a Special meeting should the City Council of Ovilla have the need.

Tuesday, October 15, 2013
Monday, October 28, 2013

Tuesday, November 12, 2013
Monday, November 25, 2013

Monday, December 09, 2013
2nd meeting?

Monday, January 13, 2014
Monday, January 27, 2014

Monday, February 10, 2014
Monday, February 24, 2014

Monday, March 10, 2014
Monday, March 24, 2014

Monday, April 14, 2014
Monday, April 28, 2014

Monday, May 12, 2014
Canvass Election - TBD
Tuesday, May 27, 2014

Monday, June 09, 2014
Monday, June 23, 2014

Monday, July 14, 2014
Monday July 28, 2014

Monday, August 11, 2014
Monday, August 25, 2014

Monday, September 8, 2014
Monday, September 22, 2014



Ovilla City Council Members

Mayor Richard Dormier

Place 1/Mayor Pro Tem	Ralph G. Hall
Place 2	Larry Stevenson
Place 3	David Griffin
Place 4	Doug Hunt
Place 5	Dean Oberg
City Administrator	Cyndy Powell

All City Council meetings will be posted and conducted in accordance with the Open Meetings Act, Chapter 551 of the Local Government Code.



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount:

Attachments:

Proposed agreement
Attachments A and B (Performance Standards & Fees)

Agenda Item / Topic:

ITEM 3. *DISCUSSION/ACTION – Consider approval of the Mayor to execute a contractual agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract.*

Discussion / Justification:

The proposal review committee consisting, of Councilors David Griffin and Larry Stevenson, and staff, reviewed two proposals received for Solid Waste Collection/Disposal and Recycling for residential and commercial customers. The committee recommended Progressive Waste Solutions to provide the services.

The service days of the week are changing per Brad's conversation with Progressive representatives: Customers that usually are collected on Wednesday will move to Thursday and the Saturday customers will move to Friday. The approximate pickup times will remain the same for each area and the recycle days will move to the new service day as well. Progressive is working on a flyer to be placed on all the carts that will provide information of the changes that will be made. The bulky pickup will also coincide with service day. Progressive representatives advised that they preferred to pickup during the week so that trucks are not in town early on the weekend disrupting customers. Progressive is developing informational material the City will utilize to publicize their services.

Recommendation / Staff Comments:

Sample Motion(s):

"I move that Council Approves/Denies the Mayor to execute a Contractual Agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract as presented."

"I move that Council Approves/Denies the Mayor to execute a Contractual Agreement between the City of Ovilla and Progressive Waste Systems for a municipal solid waste collection, transportation, recyclable and disposal contract with the following revisions/additions:

- 1.
- 2.
3. "

**MUNICIPAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT**

This Municipal Solid Waste Collection, Transportation and Disposal Contract (the "Contract") is entered into as of the _____ day of _____, 2013, between the City of Ovilla, Texas ("City"), and Progressive Waste Solutions of TX, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials (as such terms are defined herein), over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials, and residential, commercial and industrial recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

Bag: 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.

Bin: Metal receptacle with two (2) to eight (8) cubic yards of capacity that is provided to the City or a Commercial Unit by the Contractor for the collection of Municipal Solid Waste and is designed to be lifted and emptied mechanically.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Waste: 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, provided, however, that no individual item shall exceed one hundred fifty (150) pounds in weight.

Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.

Commercial Unit: All premises, locations or entities, public or private, requiring Municipal Solid Waste collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light Commercial Unit, which generates no more than one (1) cubic yard of Municipal Solid Waste per week.

Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.

Construction Debris: Solid Waste resulting from construction, remodeling, repair, or demolition operations.

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 that is provided by a Residential or Commercial Hand Collect Unit for the collection of its Municipal Solid Waste. 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.

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.

Customer: An occupant of a Residential or Commercial Unit who generates Municipal Solid Waste.

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.

Disposal site: A refuse depository, including but not limited to 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.

E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.

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, paint cans, tires, pesticides & fertilizers and metal goods.

Household Hazardous Waste: Includes the following materials used or generated at a Residential Unit: Paint products; Chemicals; Rubber Tires; Motor Oils; Automotive and Household Batteries; and Metal Products.

Landfill: A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Contractor.

Municipal Solid Waste: Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction Debris, E-Waste, Household Hazardous Waste or Hazardous Waste.

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.

Recyclable Materials: 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.

Recycling Container: A 95-gallon closed lid container designed for the purpose of curbside collection of Recyclable Materials.

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.

Roll-Off: Metal receptacle with twenty (20) to forty (40) cubic yards of capacity that is provided to the City or a Residential or Commercial Unit by the Contractor for the collection of Municipal Solid Waste or Construction Debris.

Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

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.

Unusual accumulations: For residences, each regular weekly collection of more-than an aggregate of ten (10) Bags, Bundles and/or Containers of Municipal Solid Waste.

2. GRANT OF CONTRACT

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection, transportation and disposal or recycling of Municipal Solid Waste, Construction Debris and Recyclable Materials from Residential Units and Commercial Units, subject to the terms hereof.

3. TERM

The term of this Contract shall commence December 01, 2013 (the "Commencement Date") and continue in full force and effect for a period of five (5) years (the "Initial Term") with two (2) one-year renewal options pending the written agreement of both parties (the "Renewal Term"). Should either the City or Contractor elect not to renew and extend the contract for a Renewal Term, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Initial Term or first Renewal Term.

4. RATES & BILLING

4.1. Collection and Disposal Rates. The Contractor shall charge the collection and disposal rates set forth in Attachment "B" to this Contract. For special collections provided by the Contractor, the charges shall be negotiated between the Contractor and the Customer prior to collection.

4.2. Modification to Rates: On each anniversary date of this Contract, the fees which may be charged by the Contractor shall be adjusted upward or downward to reflect changes in the cost of operations.

- a. 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.
- b. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate charged hereunder will be adjusted accordingly to be effective as of the date of change of the disposal charge at the landfill.
- c. As reflected by unusual changes in the Contractor's 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, the Contractor may petition the City to adjust the rates hereunder, and such requested rate increase will not be unreasonably withheld.

- d. As of the month of the anniversary date of this Contract and every 12 months thereafter (the Rate Modification Date).
- e. A thirty-day (30) notice of any and all rate changes shall be given to the City by the Contractor.
- f. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

4.3. Billing Responsibility; Payments: The City shall be responsible for billing all Residential Units and Commercial Hand Collect Units located within the City's corporate limits. The City agrees to remit to the Contractor the contracted amount for each Residential Unit and Commercial Hand Collect Unit in an amount based on the attached rate schedule. The total amount due to the Contractor each month will be based upon what is billed by the City, not what is actually collected. Additionally, the City shall be responsible for billing, collecting and remitting/paying any sales, use or services taxes assessed or payable in connection with the services billed and collected by the City.

4.4. Delinquent and Closed Accounts: The Contractor shall discontinue the services contracted for hereunder to any Residential Unit or Commercial Hand Collect Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume such services on the next regular scheduled collection day. The Contractor will not be responsible for any claims, suits, demands, damages or liabilities resulting from the Contractor's discontinuation of service to any location at the direction of the City. The Contractor shall have the right to discontinue service at any Commercial Unit that becomes delinquent in payments.

4.5 Contractor's 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 thirtieth (30th) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in this Contract as may be amended from time-to-time. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

5. CONTRACTOR SERVICES

5.1 Residential Service

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 Municipal Solid Waste and Bundle collection; and
- Twice per month Bulky Waste and Brush collection; and
- Every other week Recyclable Materials collection

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.

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 Municipal Solid Waste, Construction Debris and Recyclable Materials collection, removal and disposal or recycling. The City currently has approximately 1260 Residential Unit accounts billed and collected by the City, and approximately 9 Commercial Unit accounts billed and collected by the Contractor. The Contractor shall collect Municipal Solid Waste and Bundles from Residential Units once a week (limited to an aggregate of ten (10) Bags, Cans and/or Bundles each week), and shall collect Bulky Waste and Brush from Residential Units twice per month (limited to four (4) cubic yards per collection). Municipal Solid Waste generated by Commercial Units shall be collected as required by the Commercial Unit. Attachment "A" hereto provides the agreed upon performance standards.

The work under this 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.

5.2. Commercial Service. Contractor shall collect and remove Municipal Solid Waste from the premises of Commercial Units 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. Commercial Hand Collect Unit collection shall be in Bags and/or Container. If collection is from a Bin, that Bin shall be located on a concrete pad to accommodate equipment. The City and Contractor shall determine the acceptability of Bin pads, locations, and screening.

5.3. City Service. The Contractor shall provide these services to the City at no charge:

- a. Suitable containers at the City's choice: 8-yard Bin at City Hall with weekly pick up service and a 30 or 40-yard Roll-Off at City Hall to be hauled up to 15 times per year, (hauls to be credited toward annual citywide clean-up day) both at no charge.
- b. Contractor shall provide services for the annual citywide clean-up day and Heritage Day including (6) 40-yard open top Roll-Offs for deposit of trees and any Municipal Solid Waste and (2) rear loaded packer-type disposal trucks for up to 8 hours to be used to haul Municipal Solid Waste on clean-up day. This will be at no charge to the City. The site and time will be at the City's reasonable discretion. The City shall provide the Contractor with reasonable prior notice of the dates and times for such event.

- c. During the City's annual citywide clean-up day the Contractor shall provide, at no cost to the City, a designated area for the collection of Household Hazardous Waste from residents of the City as well as a Roll-Off designated for the collection of E-Waste from residents of the City. The City and Contractor shall mutually decide on the location(s) of these services.

5.4. Brush/Bulk Waste Collection. The Contractor shall provide a Brush and Bulky Waste collection twice per month to all Residential Units, unless otherwise specified. Contractor agrees to collect up to an aggregate of four (4) cubic yards of Brush and/or Bulky Waste from each Residential Unit, each collection day.

5.5. Residential Recycling Collection: The Contractor shall collect Recyclable Materials every other week from all Residential Units located within the City's corporate limits.

5.6. Unusual Accumulations Collection: The Contractor may charge for the collection of Unusual Accumulations.

5.7. Texas Governmental Fees and Charges and Compliance. The Contractor shall pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract; provided, however the City shall be responsible for paying any applicable sales, use or service taxes assessed or payable on the services billed and collected by the City. 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.

5.8. Recycling Service. Recyclable Materials shall be collected every other week. All Recyclable Materials for the recycling program shall be recycled and not disposed in a landfill, save and except for residue and contamination. 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 Recyclable Materials will be unloaded and processed. The City reserves the right to approve Contractors recycling site and such approval shall not be unreasonably withheld.

The Contractor shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. The Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the City. To the fullest extent possible, Recyclable Materials shall be protected against contaminants that require disposal at the landfill. The Contractor shall be solely responsible for the processing and marketing of all Recyclable Materials collected pursuant to the Contract.

6. COLLECTION OPERATIONS

6.1. Hours of Operation. Collection of Municipal 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.

6.2. Hours of Disposal. Contractor shall dispose of Municipal Solid Waste within the operating hours of the disposal site.

6.3. Locations for Collection. Each Container, Bag and Bundle must be placed at curbside or alley for collection. When construction work is being performed in rights-of-way, Containers, Bags, 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 Municipal Solid Waste not in a Bag, Bundle or Container.

6.4. Routes of Collection. Collection routes shall be established by the Contractor as approved by the City, and such approval shall not be unreasonably withheld. 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.

6.5. 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 of collection service on the holiday; provided, however, that 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.

6.6. Complaints. All complaints shall be referred directly to the Contractor by the City 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 pick-ups of Municipal Solid Waste or Recyclable Materials 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.

6.7. 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 Municipal Solid Waste, Construction Debris and Recyclable Materials from accounts serviced by Contractor in accordance with this Contract. Collection of Municipal Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak fluids or scatter any waste within the limits of the City or while in route to the disposal site.

Contractor shall utilize standard twenty-five yard collection vehicles to perform the residential services hereunder. 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 washed, maintained and painted as often as necessary to preserve and present a well-kept appearance and sanitary condition, 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.

6.8. 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.

6.9. 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.

6.10. Lease Containers. The Contractor may lease containers for Municipal Solid Waste storage to the owner or occupant of a Commercial Unit. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rates contained herein. Such containers shall be equipped with suitable covers to prevent blowing or scattering of Municipal Solid 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 a single color or color scheme.

6.11. Curbside Recycling Containers. The Contractor will provide each Residential Unit with a Recycling Container for the collection of Recyclable Materials. Each Recycling Container shall be of a type that is accepted by other municipalities with recycling experience. Title to all Recycling Containers provided to Residential Units under this Contract shall remain with the Contractor.

6.12. Disposal. The Contractor shall deliver Municipal Solid Waste collected to the designated Disposal Site. Disposal of Recyclable Materials must be done in accordance with state

law. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charges by disposal site operators or governmental authorities in connection with disposal activities.

6.13. Non-Routine Collection. The Contractor will be required to provide one (1) Roll-Off to be placed at the City Yard for the annual Christmas tree collection for recycling purposes during a one week period and deliver trees to a recycling center. Such Roll-Off will be hauled on an as-needed basis during the one week collection period. Once the Contractor has fulfilled this obligation, Christmas trees will be collected from Residential Units by the Contractor on the regularly scheduled Brush collection day.

6.14. Vicious Animals. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection services provided for hereunder 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.

6.15. Hazardous Waste. Contractor shall not be obligated to pick up Hazardous Waste (except for Household Hazardous Waste on the 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.

6.16. Protection From Scattering. Each vehicle used by Contractor for collection services 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 Municipal Solid Waste, Construction Debris and/or Recyclable Materials 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 Municipal Solid Waste, Construction Debris and/or Recyclable Materials; however, if Municipal Solid Waste, Construction Debris and/or Recyclable Materials is scattered from Contractors vehicle for any reason, it shall be picked up immediately. The Contractor shall not be responsible for scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials unless the same has been caused by its acts or those of any of its employees, in which case all scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials shall be picked up immediately by the Contractor.

Municipal Solid Waste spillage or excess Municipal Solid Waste shall be picked up by the Contractor after a Commercial Unit reloads the Bin. In the case of Commercial Units, Contractor shall then be entitled to an extra collection charge for each reloading of a Commercial Unit's Bin requiring an extra collection. Should such commercial spillage continue to occur, City shall require the Commercial Unit and Contractor to increase the frequency of collection of the Commercial Unit's Municipal Solid Waste or require the Commercial Unit to utilize a Bin with a larger capacity, and the Contractor shall be compensated for such additional services.

7. INDEMNIFICATION AND INSURANCE

7.1. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its

officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, ~~resulting directly or indirectly from~~ caused by any intentional, negligent or grossly negligent act, error or omission of the Contractor, its agents, servants, employees, subcontractors or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Contract; provided, however, that this indemnity shall not apply to any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees caused by a willful or negligent act, error or omission of the City. Neither party will be responsible for the sole negligence of the other party. Neither this provision nor any other provision in this Contract shall be deemed or construed as a waiver of the City's sovereign immunity from suit and/or liability.

7.2. 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~~ is caused by a willful or negligent act or omission in 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 minimum	\$1,000,000	\$2,000,000
Property Damage minimum	\$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. 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, renewed annually for the life of the Contract, including any Renewal Term(s). The premium for the performance bond 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 performance bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. The City may make demand and collect under the terms of the performance bond for Contractor's breach of this Contract in addition to any and all other available legal remedies.

9. 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.

10. 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.

11. LICENSE AND TAXES

The Contractor shall obtain all necessary licenses and permits and promptly pay all taxes required by the City and the State.

12. OWNERSHIP

Title to Municipal Solid Waste, Construction Debris 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. Title to and liability for any Hazardous Waste shall remain with the generator of such waste.

13. FRANCHISE FEE

The Contractor will provide billing to and collection from all Commercial Units (excluding Commercial Hand Collect Units). The Contractor agrees to pay to City a franchise fee on or before the last day of each month. This fee shall be 5% of the gross receipts collected by the Contractor for the services rendered to Commercial Units (excluding Commercial Hand Collect Units) during the preceding month, excluding any sales taxes.

14. 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.

15. 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.

Any failure by the City to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for forfeiture and immediate termination of all the City's rights under this Contract, and all such rights shall become null and void.

16. INDEPENDENT CONTRACTOR

In the performance of work or services under this Agreement, the Contractor is and shall at all times be an independent contractor of the City, and any and all of Contractor's employees performing work or services hereunder shall be deemed to be employees of the Contractor or its contractors and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

17. 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 Administrator and/or City Secretary

If to the Contractor at: Progressive Waste Solutions of TX, Inc.
 1080 East Gate Drive
 Midlothian, TX 76065
 Attn: Division Manager

With a copy to: IESI Corporation
 2301 Eagle Parkway, Suite 200

Fort Worth, TX 76177
Attn: Legal

18. ASSIGNMENT

This Contract shall not be assignable in whole or in part without the written consent of the City; provided, however, the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor without the written consent of the City.

19. SEVERABILITY

Should any word, phrase, sentence, paragraph or other provision or portion of this Contract be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Contract which shall remain in full force and effect.

20. 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.

21. BINDING EFFECT

This Contract shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

22. GOVERNING LAW AND VENUE

This Contract shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Contract shall be ~~the State District Courts of~~ Ellis County, Texas.

23. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Contract confers no rights to or upon any person or entity that is not a party hereto.

EXECUTION PAGE FOLLOWS

EXECUTED as of this _____ day of _____, 2013.

CITY OF OVILLA, TEXAS:

By: _____
Richard A. Dormier, Mayor

ATTEST:

Pam Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

**PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.**

By: _____
John Gustafson, Vice President

ATTACHMENT "A"
PERFORMANCE STANDARDS for
CITY OF OVILLA, TEXAS
EFFECTIVE DECEMBER 1, 2013

I. Residential and Commercial Hand Unit Collections

Schedule: Once weekly Municipal Solid Waste and Bundle pick-up (limited to an aggregate of ten (10) Bags, Bundles and/or Cans per Residential Unit per week); every other week Recyclable Materials collection; twice per month Brush and/or Bulky Waste collection (limited to four (4) cubic yards per collection). Annual Cleanup Day to include Household Hazardous Waste materials and E-waste.

Hours of Operation: 7:00 a.m. – 8:00 p.m.

Placement: Curbside or alley

Approved Containers:

- 1) Container (see definition). Non re-useable containers (provided, such containers can maintain their physical integrity through the collection process), and Bags.
- 2) Recycling Container, All Recyclable Materials must fit inside the Recycling Container with the lid closed; nothing outside the Recycling Container will be collected with the regularly scheduled every other week pick up.

Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

Brush and Bulky Item Collection:

- 1) Contractor shall collect Brush and Bulky Waste twice monthly.

Collection of Brush and Bulky Waste will be made available to residents at a limit of 4 cubic yards per collection twice per month on a scheduled basis. Collection of larger items will be made available to residents at the rate negotiated between the Contractor and the Customer.

Commercial Container Collection

Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.

Schedules Available: Up to two times weekly.

Hours of Operation: 7:00 a.m. – to completion in non-residential areas.

New Service: Requests for new service will be filled within five (5) working days.

Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pick-up that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.

Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor and Customer shall be responsible to compensate Contractor for any such damage (normal wear and tear and Contractor caused damage excepted).

Odor and Insect Control: The Customer will be responsible for odor and insect control in and around Containers, Bags or Bins.

Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, Customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

General

Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.

Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, Municipal Solid Waste collection service at Residential Units will be performed no less than once per week.

ATTACHMENT "B"

**RATES FOR SOLID WASTE COLLECTION/DISPOSAL &
RECYCLABLE MATERIALS COLLECTION & PROCESSING
RESIDENTIAL AND COMMERCIAL**

Progressive's Letter dated September 18, 2013



September 18, 2013

Cyndy Powell
City Manager, City of Ovilla
105 Cockrell Hill Rd
Ovilla, TX 75154

Dear Cyndy,

We will confirm the following service levels and pricing for the City of Ovilla:

1X week trash pickup in customer provided trash cans and trash bags; Every other Week Recycling (We will provide the carts), twice per month bulky waste collection; one annual clean up day to include HHW materials and E Waste;

Total pricing of **\$13.00** per home per month.

Commercial	2 cubic yd	3 cubic yd	4 cubic yd	6 cubic yd	8 cubic yd	hand com. p/u
1 x per week	\$100.21	\$110.95	\$118.11	\$137.79	\$157.47	\$13.95
2 x per week	\$191.47	\$209.37	\$220.11	\$252.32	\$284.53	

Please let me know if I can provide any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dick Demien", with a long horizontal line extending to the right.

Dick Demien
Municipal Marketing Manager
Progressive Waste Solutions

Commercial Roll Off Accounts – from Progressive's Bid dated June 21, 2013

ROLL OFF CONTAINERS:

(Including Disposal Costs)

20 Cubic Yard Per Haul	\$ 220.00
30 Cubic Yard Per Haul	\$ 250.00
40 Cubic Yard Per Haul	\$ 280.00
Other	\$ N/A
Delivery and Exchange	\$ 75.00
Daily Container Rental	\$ 3.00

COMPACTORS:

(Including Disposal Costs)

30 Cubic Yard Compactor Haul Charge	\$ 290.00
35 Cubic Yard Compactor Haul Charge	\$ 320.00
42 Cubic Yard Compactor Haul Charge	\$ 305.00
Other	\$ N/A

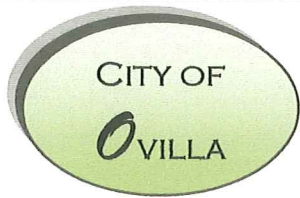
Other Services:

(Including Disposal Costs)

Other	\$ N/A
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Free City Services

<u>LOCATION/EVENT NAME-</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEANUP (ONE DAY)	6 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	2 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95 gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 15 free hauls per year.
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week.



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount:

Attachments:	
Proposed Ordinance and attachments	
Agenda Item / Topic:	
ITEM 4.	<i>DISCUSSION/ACTION – Consider approval of Ordinance 2013-032 amending City Code Appendix A, Ovilla Fee Schedule Article A7.000, Section A7.001 Garbage Collections Fees; setting new charges for the provision of residential and commercial solid waste and recycling services; providing a severability clause and providing an effective date.</i>
Discussion / Justification:	
With the approval of the municipal solid waste contract, it is necessary to amend the fee schedule.	
Recommendation / Staff Comments:	
Sample Motion(s):	
<i>"I move that Council Approves/Denies Ordinance 2013-032 amending the fee schedule for the new solid waste, recycling and disposal fees for residential and commercial properties in Ovilla as presented."</i>	
<i>"I move that Council Approves/Denies Ordinance 2013-032 amending the fee schedule for the new solid waste, recycling and disposal fees for residential and commercial properties in Ovilla with the following revisions/additions:</i>	
1.	
2.	
3. "	

ORDINANCE 2013-032

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CITY CODE APPENDIX A, OVILLA FEE SCHEDULE ARTICLE A7.000, SECTION A7.001 GARBAGE COLLECTION FEES, SETTING NEW CHARGES FOR THE PROVISIONS OF COMMERCIAL AND RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla is a type A General Law municipality located in Ellis and Dallas Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and Operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council finds that it is reasonable to set fees and charges in such a way to recoup expenses incurred by the City of Ovilla in the provision of services and to allow the effective maintenance of administrative oversight; and

WHEREAS, the City Council deems it necessary to adopt this Ordinance and amend the current fee schedule in order to protect the health, safety, and welfare of the general public.

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

SECTION ONE.

That Section A7.001 Garbage collection fees of the Code of Ordinances, City of Ovilla, Texas is hereby amended to read as follows:

- (a) **Residential.** *Each residential property having a water meter shall be assessed a fee of \$14.92; provided however if one of the record property owners is over the age of 65 years, such residential property having a water meter shall be assessed a fee of \$12.22.*
- (b) **Commercial.** *Each commercial property shall be assessed a minimum fee of \$24.53 for a commercial hand-load or will be charged a commercial dumpster rate (determined by size and/or frequency of pickups) from the city's solid waste provider according to the franchise agreement. All charges will be subject to include all taxes and applicable franchise fees.*

Commercial Hand Collection, per 95 gallon polycart 1 x per week service	\$24.53
2 Carts 1 x week	\$49.06

ORDINANCE 2013-032

Commercial Roll-Off Accounts

ROLL OFF CONTAINERS:

(Including Disposal Costs)

20 Cubic Yard Per Haul	\$220.00
30 Cubic Yard Per Haul	\$250.00
40 Cubic Yard Per Haul	\$280.00
Other	\$N/A
Delivery and Exchange	\$ 75.00
Daily Container Rental	\$ 3.00

COMPACTORS:

(Including Disposal Costs)

30 Cubic Yard Compactor Haul Charge	\$290.00
35 Cubic Yard Compactor Haul Charge	\$320.00
42 Cubic Yard Compactor Haul Charge	\$305.00
Other	\$N/A

Other Services:

(Including Disposal Costs)

Other	\$N/A
-------	-------

Rear Load Container and Rates-Includes 5% franchise fee

Free City Services

<u>LOCATION/EVENT NAME-</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEANUP (ONE DAY)	6 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	2 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95-gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 15 free hauls per year.
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week.

Emergency Response Supplemental:

Cost \$190.00 per 10 cubic yard bases for emergency or disaster response related to brush.

(c) **Billing.** All applicable fees will be added to the respective water bill for the respective property to which the applicable fees apply.

(d) **Recycling.** All residential fees include mandatory recycling.

ORDINANCE 2013-032

SECTION TWO.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION THREE.

This Ordinance shall be cumulative of all provisions of the City of Ovilla, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION FOUR.

This Ordinance shall be in full force and effect from the date of the agreement, which is attached hereto and shall include the *Performance Standards Attachment A*.

PASSED AND APPROVED ON THIS 28th DAY OF October 2013.

ATTEST:

Richard A. Dormier
MAYOR

Pamela Woodall
CITY SECRETARY

ATTACHMENT "A"
PERFORMANCE STANDARDS for
CITY OF OVILLA, TEXAS
EFFECTIVE DECEMBER 1, 2013

I. Residential and Commercial Hand Unit Collections

Schedule: Once weekly Municipal Solid Waste and Bundle pick-up (limited to an aggregate of ten (10) Bags, Bundles and/or Cans per Residential Unit per week); every other week Recyclable Materials collection; twice per month Brush and/or Bulky Waste collection (limited to four (4) cubic yards per collection). Annual Cleanup Day to include Household Hazardous Waste materials and E-waste.

Hours of Operation: 7:00 a.m. – 8:00 p.m.

Placement: Curbside or alley

Approved Containers:

- 1) Container (see definition). Non re-useable containers (provided, such containers can maintain their physical integrity though the collection process), and Bags.
- 2) Recycling Container, All Recyclable Materials must fit inside the Recycling Container with the lid closed; nothing outside the Recycling Container will be collected with the regularly scheduled every other week pick up.

Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

Brush and Bulky Item Collection:

- 1) Contractor shall collect Brush and Bulky Waste twice monthly.

Collection of Brush and Bulky Waste will be made available to residents at a limit of 4 cubic yards per collection twice per month on a scheduled basis. Collection of larger items will be made available to residents at the rate negotiated between the Contractor and the Customer.

Commercial Container Collection

Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.

Schedules Available: Up to two times weekly.

Hours of Operation: 7:00 a.m. – to completion in non-residential areas.

New Service: Requests for new service will be filled within five (5) working days.

Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pick-up that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.

Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor and Customer shall be responsible to compensate Contractor for any such damage (normal wear and tear and Contractor caused damage excepted).

Odor and Insect Control: The Customer will be responsible for odor and insect control in and around Containers, Bags or Bins.

Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, Customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

General

Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.

Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, Municipal Solid Waste collection service at Residential Units will be performed no less than once per week.



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Attachments:

Proposed Resolution 2013-011
Copy of official ballot
Letter from Ellis appraisal District

Agenda Item / Topic:

ITEM 5. *DISCUSSION/ACTION – Consider approval of Resolution 2013-011 of votes cast to elect Directors for the Ellis Appraisal District for the years 2014-2015.*

Discussion / Justification:

During the September 23 Council meeting, a resolution was approved for the nomination of one candidate, Mr. Phillip Lynch, to the Ellis Appraisal District Board of Directors for the years 2014-2015. The ballot entitles Ovilla to 33 votes for the nominee.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I move that Council Approves/Denies Resolution 2013-011, casting all 33 votes for Mr. Phillip Lynch and submitting the official ballot to elect Mr. Lynch as a Director for the Ellis Appraisal District for the years 2014-2015. "

TAXING UNIT: City of Ovilla, Texas

Resolution No. R2013-011

**RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR
THE ELLIS APPRAISAL DISTRICT FOR THE YEARS 2014-2015**

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2013.

THEREFORE, the City of Ovilla submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2014-2015 Board of Directors' election for the Ellis Appraisal District .

ACTION TAKEN this 28th day of October, 2013, in Open/Regular Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

Richard Dormier, Mayor
Presiding Officer

ATTEST:

Pamela Woodall, City Secretary

OFFICIAL BALLOT
TO ELECT
BOARD OF DIRECTORS
FOR THE
ELLIS APPRAISAL DISTRICT
FOR 2014-2015

Issued to: CITY OF OVILLA

Number of Votes: 33

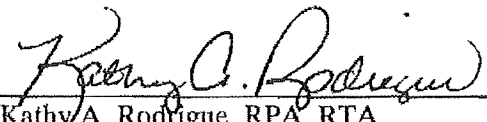
Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

NAME OF CANDIDATES
(listed alphabetically)

- | | |
|-----------------------|-------|
| 1. C.T. (TOM) ABRAM | _____ |
| 2. RAUL ACOSTA | _____ |
| 3. CHEREE BARRETT | _____ |
| 4. JOHN BRIDGES | _____ |
| 5. TOMMY HAMILTON | _____ |
| 6. PHILLIP LYNCH | _____ |
| 7. KEN MARKS | _____ |
| 8. JOE PITTS | _____ |
| 9. JUDE SMITH | _____ |
| 10. WILLIAM VANSYCKLE | _____ |

JOHNNY JOHNSON (Nominated, but not interested in serving another term.)

Issued under my hand this 16th day of October, 2013.


Kathy A. Rodrigue, RPA, RTA
Chief Appraiser
Ellis Appraisal District



ELLIS APPRAISAL DISTRICT
400 Ferris Ave * PO Box 878
Waxahachie, Texas 75168
972-937-3552 * Toll Free 1-866-348-3552
ecad@elliscad.com

Board of Directors
Phillip Lynch, Chairman
Johnny Johnson, Vice Chairman
Ken Marks, Secretary
John Bridges, Member
Joe Pitts, Member
Tommy Hamilton, Member

Kathy Rodrigue, Chief Appraiser

October 16, 2013

Dear Presiding Officer:

Enclosed with this letter is the official ballot and sample resolution for casting your votes for Directors of the Ellis Appraisal District. There are eleven candidates nominated (one current member nominated who is not interested in serving another term) for five positions.

You must cast your unit's votes by written resolution before December 15, 2013. You may cast all of your votes for one candidate or distribute your votes among any number of candidates. You may not cast votes for someone not listed on the official ballot. Please return your ballot and resolution as soon as possible.

I will notify you of the election results by December 31, 2013. In the event of a tie, flipping a coin will choose the winner.

Please feel free to contact me if you have any questions.

Sincerely,

Kathy A. Rodrigue, RPA, RTA
Chief Appraiser

Enclosures



Ovilla City Council

AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Admin/Fire/Police (Public Safety)

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Attachments:

Proposed Resolution 2013-012

Attachment A-First Amendment Mutual Aid Agreement adding Ennis

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consider approval of Resolution 2013-012 of the City of Ovilla to a mutual aid agreement between the City of Cedar Hill, The City of Desoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Red Oak and the City of Waxahachie, TX regarding the provision of certain governmental functions and services in connection with the protection of life and property in the event of a disaster, civil disaster and/or emergency; and authorize the Mayor to execute the said first amendment.

Discussion / Justification:

The proposed Resolution 2013-012 is an Interjurisdictional Mutual Aid Agreement for the *Ellis, Dallas Unified Cooperative Team* to provide certain governmental functions and services for one another, including assistance and cooperation in the event of a disaster, civil emergency and/or emergency.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

"I move that Council Approves/Denies Resolution 2013-012 for an Interjurisdictional Mutual Aid Agreement (including Attachment A) and authorizes the Mayor to execute such Agreement as presented."

RESOLUTION 2013-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS APPROVING A FIRST AMENDMENT TO A MUTUAL AID AGREEMENT BETWEEN THE CITY OF CEDAR HILL, THE CITY OF DESOTO, THE CITY OF DUNCANVILLE, THE CITY OF GLENN HEIGHTS, THE CITY OF FERRIS, THE CITY OF LANCASTER, THE CITY OF MIDLOTHIAN, THE CITY OF RED OAK AND THE CITY OF WAXAHACHIE, TEXAS REGARDING THE PROVISION OF CERTAIN GOVERNMENTAL FUNCTIONS AND SERVICES IN CONNECTION WITH THE PROTECTION OF LIFE AND PROPERTY IN THE EVENT OF A DISASTER, CIVIL DISASTER, AND/OR EMERGENCY; AUTHORIZING THE MAYOR TO EXECUTE THE SAID FIRST AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak, and the City of Waxahachie are neighboring municipalities and, pursuant to and in accordance with law, previously entered into an agreement regarding the provision of certain governmental functions and services for one another as set forth herein, including assisting and cooperating with one another in connection the protection of life and property in the event of a Disaster, Civil Emergency, and/or Emergency, entitled "Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team" (the "Agreement"), a true and correct copy of which is on file in the office of the City Secretary; and

WHEREAS, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak, and the City of Waxahachie desire to amend the Agreement by adding the City of Ennis, Texas as a party thereto and by making certain other changes as set forth in that First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team, a true and correct copy of which is attached hereto as Exhibit A incorporated herein; and

WHEREAS, the City Council of the City of Ovilla, Texas, finds it in the public interest to approve the changes to the Agreement as set out in the First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team;

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

SECTION 1. The above and foregoing recitals to this Resolution are true and correct and are incorporated into and made part of this Resolution for all purposes,

SECTION 2. The City Council approves the First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team attached hereto as Exhibit A. The Mayor is authorized to execute the said agreement on behalf of the City.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, THIS 28th DAY OF OCTOBER 2013 .

APPROVED:

Richard Dormier, Mayor

ATTEST:

Pam Woodall, City Secretary

APPROVED AS TO FORM:

Ron MacFarlane, City Attorney

**FIRST AMENDMENT TO
INTERJURISDICTIONAL MUTUAL AID AGREEMENT
FOR ELLIS DALLAS UNIFIED COOPERATIVE TEAM**

This First Amendment to the Ellis Dallas Unified Cooperative Team Interjurisdictional Mutual Aid Agreement ("First Amendment") is made this ____ day of _____, 201__ ("Effective Date") by and between the City of Cedar Hill, Texas ("Cedar Hill"), the City of DeSoto, Texas ("DeSoto"), the City of Duncanville, Texas ("Duncanville"), the City of Ferris, Texas ("Ferris"), the City of Glenn Heights, Texas ("Glenn Heights"), the City of Lancaster, Texas ("Lancaster"), the City of Midlothian, Texas ("Midlothian"), the City of Ovilla, Texas ("Ovilla"), the City of Red Oak, Texas ("Red Oak"), and the City of Waxahachie, Texas ("Waxahachie") (Cedar Hill, DeSoto, Duncanville, Glenn Heights, Ferris, Lancaster, Midlothian, Ovilla, Red Oak and Waxahachie are sometimes referred to herein together as the "Cities" and individually as a "City").

Recitals:

1. The Cities previously entered into that agreement entitled Ellis Dallas Unified Cooperative Team Interjurisdictional Mutual Aid Agreement (the "Agreement") regarding the formation of a fire service mutual aid consortium to allow the Cities to perform and provide certain governmental functions and services for one another as set forth herein, including assisting and cooperating with one another in connection with the protection of life and property in the event of a Disaster, Civil Emergency and/or Emergency.
2. The Agreement describes the Cities as "Parties" (and so called herein), and describes, among other things, a Party's request for assistance, response to a request for assistance, and matters related thereto.
3. Section 16 of the Agreement provides that the Agreement may be amended by the mutual agreement of the Parties in writing.
4. The Parties desire to amend the Agreement by adding the City of Ennis, Texas ("Ennis") as a Party to the Agreement and by allowing for the addition of new members to the Agreement in the future without the need for formally amending the Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the Cities, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak and the City of Waxahachie do hereby agree as follows:

Section 1. Amendment to Agreement. The Mutual Aid Agreement is amended as follows:

A. *Addition of the City of Ennis, Texas as Party*. The Agreement is hereby amended by amending the first paragraph of the Agreement so that it shall hereafter read as follows:

"This Mutual Aid Agreement "Agreement") is entered into by, between and among the following Cities of the State of Texas (collectively, "the Parties").

City of Cedar Hill (Dallas and Ellis Counties), the City of DeSoto (Dallas County), the City of Duncanville (Dallas County), the City of Glenn Heights (Dallas and Ellis Counties), the City of Ferris (Ellis County), the City of Lancaster (Dallas County), the City of Midlothian (Ellis County), the City of Ovilla (Ellis and Dallas County), the City of Red Oak (Ellis County), the City of Waxahachie (Ellis County), and the City of Ennis (Ellis County)."

B. *No Amendment Required for Adding New Parties.* The Agreement is hereby amended by adding Section 23 as follows:

"23. **ADDITION OF NEW PARTIES.** Any local government entity may participate in the Agreement with the approval of the Fire Chief of each Party. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not otherwise require the approval of other participating local government entities. "

Section 2. **No Other Amendments.** Except for the amendment to the Agreement stated herein, all other terms, provisions and representations of the Agreement shall remain unchanged and in full force and effect.

Section 3. **First Amendment Void.** Notwithstanding any other provision of this First Amendment, in the event this First Amendment is not approved by resolution of the governing body and executed by the authorized representative of each of the Cities and Ennis on or before August 15, 2013, this First Amendment shall be void and have no force or effect.

Section 4. **Attachment to Agreement.** This First Amendment shall be attached to and is incorporated into the Agreement.

Section 5. **Counterparts.** This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

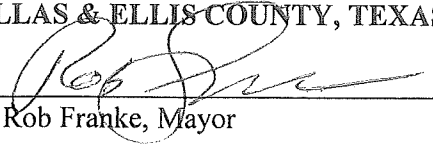
Section 6. **No Third Party Beneficiaries.** This Amendment is solely for the benefit of the Cities and Ennis and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 7. **Incorporation of Recitals.** The above and foregoing Recitals to this First Amendment are true and correct and are incorporated into this First Amendment and made a part hereof for all purposes.

Section 8. **Authority to Execute.** The undersigned officers and/or agents of the Cities and of Ennis are the properly authorized officials and have the necessary authority to execute this First Amendment on behalf of each of them, and each of the Cities and Ennis hereby certify one to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

EXECUTED to be effective as of the Effective Date first written above.

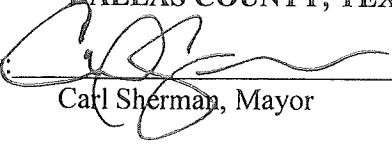
**CITY OF CEDAR HILL
DALLAS & ELLIS COUNTY, TEXAS**

By: 
Rob Franke, Mayor

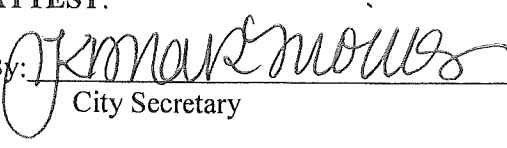
ATTEST:

By: 
City Secretary

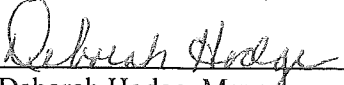
**CITY OF DESOTO
DALLAS COUNTY, TEXAS**

By: 
Carl Sherman, Mayor

ATTEST:

By: 
City Secretary

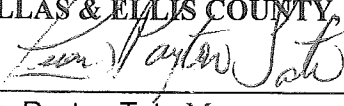
**CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS**

By: 
Deborah Hodge, Mayor

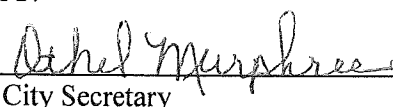
ATTEST:

By: 
City Secretary

**CITY OF GLENN HEIGHTS
DALLAS & ELLIS COUNTY, TEXAS**

By: 
Leon Payton Tate Mayor

ATTEST:

By: 
City Secretary

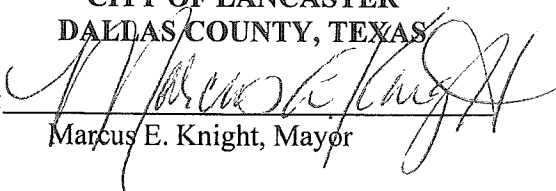
**CITY OF FERRIS
ELLIS COUNTY, TEXAS**

By: _____
Bill Pardue, Mayor

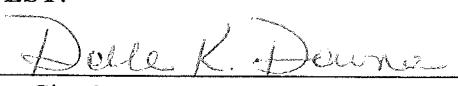
ATTEST:

By: _____
City Secretary

**CITY OF LANCASTER
DALLAS COUNTY, TEXAS**

By: 
Marcus E. Knight, Mayor

ATTEST:

By: 
City Secretary

**CITY OF MIDLOTHIAN
ELLIS COUNTY, TEXAS**

By: _____
Bill Houston, Mayor

ATTEST:

By: _____
City Secretary

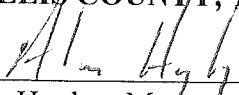
**CITY OF OVILLA
ELLIS COUNTY, TEXAS**

By: _____
Tom Leverentz, Mayor

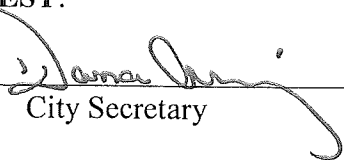
ATTEST:

By: _____
City Secretary

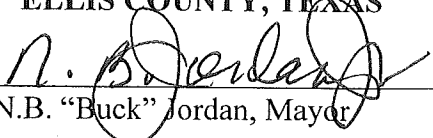
**CITY OF RED OAK
ELLIS COUNTY, TEXAS**

By: 
Alan Hugley, Mayor

ATTEST:

By: 
City Secretary

**CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS**

By: 
N.B. "Buck" Jordan, Mayor

ATTEST:

By: 
City Secretary

ACCEPTED AND APPROVED:

**CITY OF ENNIS
ELLIS COUNTY, TEXAS**

By: _____
Russell Thomas, Mayor

ATTEST:

By: _____
City Secretary



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Fire Department

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: \$ 18,531-Revenue

Attachments:

Proposed agreement
Exhibit A
Exhibit B (District Map)

Agenda Item / Topic:

ITEM 7. *DISCUSSION/ACTION* – Consider approval to authorize the Mayor to execute an Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Ellis County Emergency Services District #4.

Discussion / Justification:

The Fire Chief and the City Administrator met with the ESD Board to negotiate the FY2013-2014 agreement and agreed to accept their offer of \$18,531 for services for this year.

Recommendation / Staff Comments:

Staff recommends approval

Sample Motion(s):

"I move that Council Approves/Denies the Mayor to execute an Interlocal Agreement for Fire Protection and First Responder Services with Ellis County emergency Services District #4 as presented."

"I move that Council Approves/Denies the Mayor to execute an Interlocal Agreement for Fire Protection and First Responder Services with Ellis County emergency Services District #4 with the following revisions:

- 1.
- 2.
- 3.
4. "

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND FIRST RESPONDER SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between Ellis County Emergency Services District #4, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation located in Ellis County, Texas, hereinafter referred to as "City.";

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of the Ellis County Emergency Services district #4 and the provision of emergency services for the benefits of the residents of the District; and

WHEREAS, City is a municipal corporation, duly organized and operating under the laws of the State of Texas and is engaged in the provision of fire protection services and emergency medical first responder services for the benefit of the City of Ovilla; and

WHEREAS, city is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employment and/or service trained personnel whose duties are related to the use of such vehicles and equipment as well as the provision of emergency medical services in the capacity of a first responder; and

WHEREAS, District and City mutually desire to be subject to and contract pursuant to provisions of the Government Code, Chapter 791, the Interlocal Cooperation Act, and Chapter 352 of the Local Government Code,

NOW, THEREFORE, District and City, for the mutual promises, covenants, agreements and consideration stated herein, agree as follows:

SECTION 1

TERM

The term of this Agreement shall be for the period of _____, 2013 to and through _____, 2014.

SECTION 2

SERVICES PROVIDED

The services to be rendered in accordance with this Agreement by City are the fire protection and emergency medical first responder services normally rendered by City to citizens of Oak Leaf and to the areas determined by agreement with the Ovilla Fire Chief as stated in Exhibit A of this agreement.

SECTION 3
RESPONSE AREA AND DISPATCH PROCEDURES

The Fire Chief for the City of Ovilla will establish response criteria, response area, and dispatch procedures for all calls within the boundaries of the District as stated in Exhibit A of this agreement. Boundaries of ESD #4 may be identified by the ROISD boundaries. The cities of Oak Leaf and Pecan Hill are included in the boundaries of ESD #4. The city of Red Oak, Ovilla and Glenn Heights do not fall within the boundaries of the ESD #4.

SECTION 4
9-1-1 COORDINATOR

The Ellis County 9-1-1 Coordinator will be the 9-1-1 Coordinator for ESD #4.

SECTION 5
COMPENSATION

The fiscal year shall be the first day of October to the last day of September. The Fire Chief shall submit an annual budget request to the ESD Board for approval prior to the start of the fiscal year. Typically the Fire Chief will complete this process during the preparation of the city budget process.

The District agrees to pay the City from the budgeted available funds based on annual run averages divided into the budgeted available funds. This would result in an average run cost of \$213.00 and would currently provide the City with \$18,531.00 of the projected revenue. Payments will be made in three (3) equal payments throughout the fiscal year. These payments will be made in January, May and September of the contract year. Payment is to be delivered to the Fire Chief, 105 S. Cockrell Hill Rd. The District will be solely liable for these payments from its revenues and the title to capital equipment purchase shall be vested in the City.

SECTION 6
DISTRICT'S OFFICE

The District will designate 547 N. Methodist, Central Fire Station, as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The District will also have use of a computer workstation in the Fire Station, computer server hard drive space for District's accounting software and documents, and area for a District filing cabinet. The Fire Chief will determine access to the Fire Station and use of a computer workstation by District Emergency Commissioners. The District may use the Fire Station training room for District meetings, or other events as agreed upon in advance by the Fire Chief.

SECTION 7
MONTHLY REPORTS

The City will provide the District monthly fire department fire and EMS response reports to responses in the District. The reports should include response times, incident types, and department activity in the District. The District will use these reports for District Fire/EMS service plan upgrades to meet State and National standards.

SECTION 8
TERMINATION

This Agreement may be terminated at any time, by either party giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, City shall be compensated pro rata for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement.

SECTION 9
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between District and City and supersedes all prior negotiations, representations, and/or Agreements, either written or oral. Except as otherwise specifically provided, any change in the terms of this contract shall be made by an amendment in writing and signed by both District and City.

SECTION 10
GOVERNMENTAL IMMUNITY

The fact that District and City accept certain responsibilities relating to the rendition of fire protection services and emergency medical services (first responder) under this Agreement as a part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

**SECTION 11
INDEPENDENT CONTRACTOR**

It is understood and agreed that the services of the City are furnished by Ovilla as an independent contractor and City shall exercise independent discretion and judgment to determine the method, manner and means of performance of its contractual obligations. City agrees to hold the District harmless and indemnify it against any other claims that may be asserted by any third party occurring in connection with the services to be performed by the City under this agreement.

**SECTION 12
LEGAL AUTHORITY**

The City represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services the City is obligated to perform hereunder.

The person signing this contract on behalf of the City warrants that he has been duly authorized by the City to execute this agreement on behalf of the City and to bind the City to all terms herein set forth.

The person signing this contract on behalf of the District warrants that he has been duly authorized by the District to execute this agreement on behalf of the District and to bind the District to all terms herein set forth.

**SECTION 13
SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

**SECTION 14
EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Response Procedures).
2. Exhibit B (District Map).

**SECTION 15
ASSIGNMENT**

This Agreement may not be assigned by any party hereto without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other party hereto

**SECTION 16
GOVERING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Ellis County, Texas.

**SECTION 17
MISCELLANEOUS**

The District will pursue to hold an election in May 2014 for the purpose of a tax rate increase to provide additional revenues for the District.

**SECTION 18
NOTICE TO PARTIES**

Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested.

Notice to District:

Attn: Ernest Martinek- ESD #4 Pres.
P.O. Box 2763
Red Oak, Texas 75154

Notice to City:

Attn: Fire Chief Phillip Brancato
Ovilla Fire Department
105 S. Cockrell Hill Rd,
Ovilla, Texas 75154

Signed this _____ day of _____, 2013.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4

By: _____

Its: _____

CITY OF OVILLA

By: _____
Mayor

Attest:

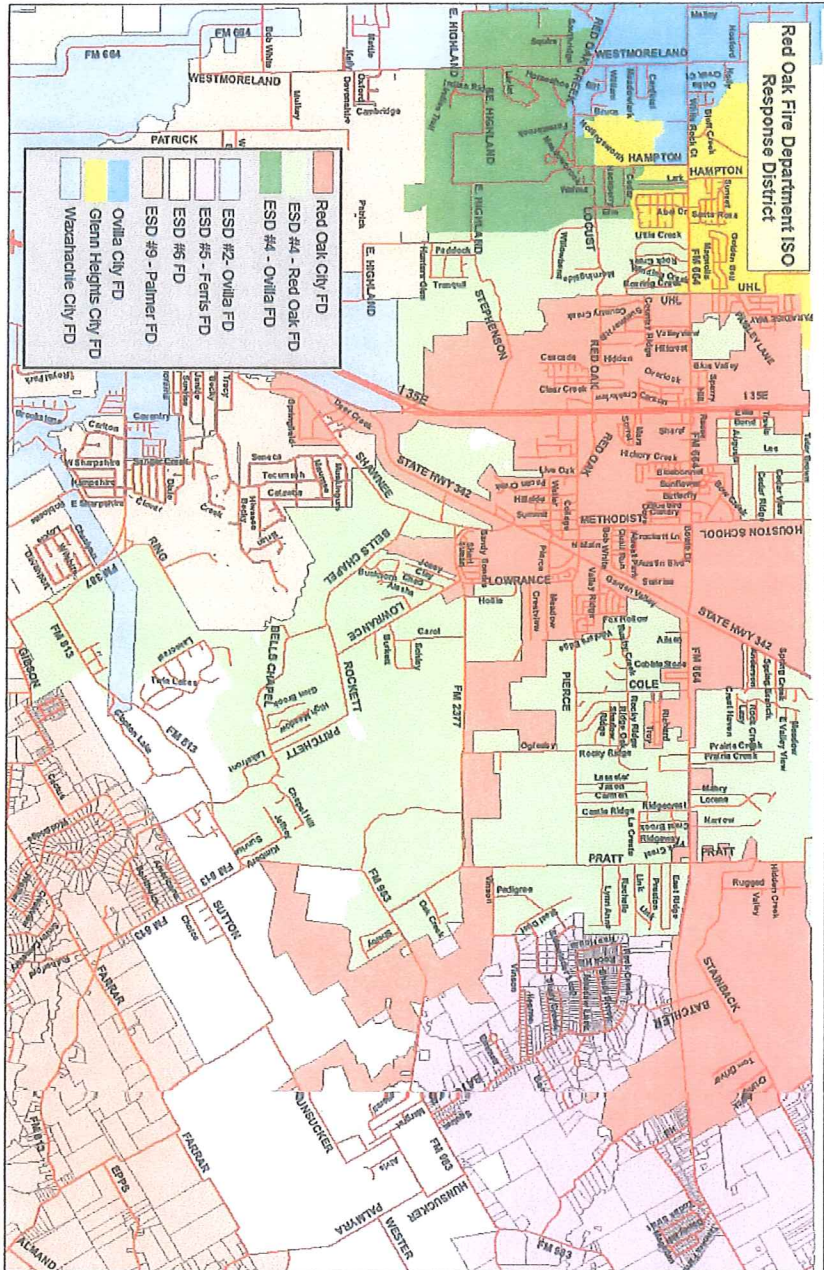
City Secretary

EXHIBIT A

Agreement of response area, response criteria, and dispatch procedures between Red Oak Fire Rescue (ROFR) and Ovilla Fire Department (OFD):

- A. All of the ESD has been divided into response areas known as Box Numbers. These Box Numbers stipulate which Station has the shortest run time to this area within the Box. Red Oak Box Numbers are 8000 and 9000 series. Ovilla Fire Department Box Numbers are 7000 series.
- B. ROFR response to ESD
 1. ROFR will provide a first responder company from the closest station to all EMS calls throughout the ESD.
 2. If no ROFR first responder is available, ROFR will notify ETEMS and make notification. ETEMS shall indicate if mutual aid is requested.
 3. If ROFR is unable to respond first responder service, ROFR will request first responder service from OFD.
 4. ROFR will respond to all Structure Fire calls throughout the ESD.
 5. ROFR will respond to all other calls in the ESD with the exception of those occurring in the 7000 series of Box Numbers.
 6. ROFR will respond to any other call in the 7000 series of Box Numbers if OFD is unavailable, or anytime requested by OFD.
- C. OFD Response to ESD
 1. OFD will provide first EMS to calls occurring in the 7000 series of Box Numbers.
 2. OFD will respond to all calls occurring within the 7000 series of Box Numbers.
 3. OFD will respond to any other fire or EMS call in the ESD if ROFR is unavailable, or anytime requested by ROFR.
- D. Simultaneous Response and Special Circumstances
 1. On all calls where both departments are dispatched simultaneously, the first arriving department shall advise the other department whether to continue to the scene, stage at the intermediate location, or return to their station.
 2. Special circumstances such as drought, severe weather, or equipment out-of-service may necessitate a response identical to Structure Fires on other types of incidents. The Chiefs of the ROFD and the OFD will mutually determine the types of calls and the time period of this variance.
- E. Dispatch Procedures
 1. The Northern Ellis Emergency Dispatch (NEED) Center (Dispatch) has been provided with a map that outlines the response areas (Box Numbers) as defined in this agreement.
 2. If Dispatch fails to tone-out either ROFD or OFD as specified above, the department not dispatched will immediately request the Dispatcher to transmit the proper tone-out and will initiate the correct response to the call.

EXHIBIT B DISTRICT MAP





AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Fire Department

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Attachments:	
Proposed Resolution 2013-013	
Agenda Item / Topic:	
ITEM 8.	<i>DISCUSSION/ACTION – Consider approval of a Resolution 2013-013 of the City Council of the City of Ovilla, TX, establishing a deadline of September 30, 2014 for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4.</i>
Discussion / Justification:	
The Resolution is to support the ESD's initiative to obtain an increase in funding for the services provided by Ovilla (and Red Oak's) fire departments. They have attempted prior increases which failed.	
Recommendation / Staff Comments:	
Staff recommends approval.	
Sample Motion(s):	
<i>"I move that Council Approves/Denies Resolution 2013-013, establishing a deadline of September 30, 2014 providing Fire Protection Services and First Responder Services by the Ovilla fire Department to Emergency Services District #4 "</i>	

RESOLUTION 2013-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, ESTABLISHING A DEADLINE OF SEPTEMBER 30, 2014 FOR THE PROVISION OF FIRE SERVICES AND FIRST RESPONDER SERVICES BY THE OVILLA FIRE DEPARTMENT TO EMERGENCY SERVICES DISTRICT #4.

WHEREAS, the City of Ovilla (City) provides Fire Services and First Responder Services to the Emergency Services District #4 (ESD) in certain unincorporated areas in Ellis County, the City of Oak Leaf and the City of Pecan Hill; and,

WHEREAS, the City receives funding from ESD#4 for said services, but the funding level does not cover the actual costs for said services; and

WHEREAS, the Ovilla City taxpayers subsidize the deficit with their City property taxes and other revenues; and,

WHEREAS, the residents of ESD#4 benefit from the Ovilla Fire Department's Public Protection Rating (PPR) as determined by the Insurance Services Office's (ISO) evaluation of its overall effectiveness; and,

WHEREAS, the provision of said services does increase the demands on the resources of the Ovilla Fire Department which does reduce the availability of resources to respond to calls within the Ovilla Corporate Limits; and,

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

Section 1. City Council has determined that the Ovilla Fire Department shall not continue Fire Services and First Responder Services to ESD #4 unless ESD #4 provides for the equitable share of the actual costs by executed Agreement or other binding legal commitment.

Section 2. The Ovilla Fire Department shall terminate the current services to the areas of ESD #4 on September 30, 2014.

Section 3. The City Administrator will notify the ESD #4 Board of Directors of the termination of Fire Services and First Responder Services by the Ovilla Fire Department.

PASSED, APPROVED, AND RESOLVED this ____ day of ____ 2013.

ATTEST:

APPROVED:

Pam Woodall, City Secretary

Richard A. Dormier, Mayor



AGENDA ITEM REPORT

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

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Mr. Terry Morgan

Amount: \$

Attachments:

1. Confidential report

Agenda Item / Topic:

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

ITEM 9. **DISCUSSION/ACTION** – The City Council will meet in a closed session pursuant to Section 551.071 of the Texas Government Code to consult with, and seek advice from, the City Attorney and attorney Terry Morgan on a matter in which the duty of the said attorneys to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of the Texas Open Meetings Act regarding the City's Comprehensive Plan and development regulations.

Discussion / Justification:

Mr. Terry Morgan, P.C. ,will review an Ovilla regulatory analysis.

Recommendation / Staff Comments:

Sample Motion(s):

"I move that Council Approves/Denies _____."
Or
NO Action.



AGENDA ITEM REPORT

EXECUTIVE SESSION Item(s): 10 (City Secretary use only)

Meeting Date: October 28, 2013

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Mayor Dormier

Amount: \$ unknown

Attachments:

1. ECAD printout

Agenda Item / Topic:

ITEM 10. **DISCUSSION/ACTION** – The City Council will meet in a closed session pursuant to Section 551.072 of the Texas Government Code to deliberate options for possible land purchase.

Discussion / Justification:

Mr. Ray Rogowicz has advised city representatives that he is planning to sell his property on Water Street and asked if the City might be interested in the purchase.

Recommendation / Staff Comments:

Sample Motion(s):

"I move that Council Approves/Denies _____."
Or
NO Action.