



# *City of Ovilla City Council*

*Rachel Huber, Place One*

*Larry Stevenson, Place Two*

*David Griffin, Place Three, Mayor Pro Tem*

*Richard Dormier, Mayor*

*Doug Hunt, Place Four*

*Dean Oberg, Place Five*

*Cyndy Powell, City Administrator*

ITEM 2. ***DISCUSSION/ACTION*** – *Consideration* of and action on Resolution R2014-029 establishing an Insurance Trust Fund, appointing a Plan Administrator, a Trustee, and Depository Institution for the Insurance Trust Fund and authorizing the Mayor to execute such Trust Agreement, which is attached hereto as Exhibit A, for and on behalf of the City of Ovilla, Texas, Employee Benefit Insurance Trust Agreement Effective September 01, 2014.

ITEM 3. ***DISCUSSION/ACTION*** – *Consideration* of and action on Resolution R2014-030 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #2 and the City of Ovilla, for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute said Agreement; and providing an effective date of October 1, 2014.

ITEM 4. ***DISCUSSION/ACTION*** – *Consideration* of and action on Resolution R2014-031 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #4 and the City of Ovilla, for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute, said agreement; and providing an effective date of October 01, 2014.

ITEM 5. ***DISCUSSION/ACTION*** – *Consideration* of and action on Resolution R2014-032 of the City Council of the City of Ovilla, TX, establishing a deadline for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4.

ITEM 6. ***DISCUSSION/ACTION*** – *Consideration* of and action on proposed salary adjustments recommended by the Five Year Staffing Plan Committee effective October 01, 2014 and take action as necessary to direct staff to revise Fiscal Year 2014-2015 Budget.

ITEM 7. ***DISCUSSION/ACTION*** – *Consideration* of and action authorizing the City Administrator to purchase a pothole truck from Ellis County Precinct #4 for \$20,000.

## **EXECUTIVE SESSION**

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

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

## **VI. REQUESTS FOR FUTURE AGENDA ITEMS**

## **VII. ADJOURNMENT**

**THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 25, 2014 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.cityofvilla.org](http://www.cityofvilla.org), on the 22<sup>nd</sup> day of August 2014 prior to 6:00 p.m., in compliance with the Texas Government Code.**

DATE OF POSTING: 8.22.2014 TIME: 9:00  am  pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_  am  pm

*Pamela Woodall*

Pamela Woodall, City Secretary



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

## PUBLIC HEARING

Meeting Date: August 25, 2014

Department: Administration

Discussion Action

Receive comments regarding the proposed Tax Rate of \$0.671900 per \$100

Attachments:									
NOTICE									
Agenda Item / Topic:									
Receive public comments on the proposed tax rate for FY2014-15: <b>PUBLIC HEARING AND DISCUSSION – A TAX RATE of \$0.671900 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of .5101 and a debt rate of .1618.</b>									
<table><tbody><tr><td>PROPOSED TAX RATE</td><td>\$0.671900 per \$100</td></tr><tr><td>PRECEDING YEAR'S TAX RATE</td><td>\$0.671900 per \$100</td></tr><tr><td>EFFECTIVE TAX RATE</td><td>\$0.655815 per \$100</td></tr><tr><td>ROLLBACK RATE</td><td>\$0.730090 per \$100</td></tr></tbody></table>		PROPOSED TAX RATE	\$0.671900 per \$100	PRECEDING YEAR'S TAX RATE	\$0.671900 per \$100	EFFECTIVE TAX RATE	\$0.655815 per \$100	ROLLBACK RATE	\$0.730090 per \$100
PROPOSED TAX RATE	\$0.671900 per \$100								
PRECEDING YEAR'S TAX RATE	\$0.671900 per \$100								
EFFECTIVE TAX RATE	\$0.655815 per \$100								
ROLLBACK RATE	\$0.730090 per \$100								
Discussion / Justification:									

# NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

## CITY OF OVILLA

A tax rate of \$0.671900 per \$100 valuation has been proposed by the governing body of CITY OF OVILLA. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

• PROPOSED TAX RATE	\$0.671900 per \$100
• PRECEDING YEAR'S TAX RATE	\$0.671900 per \$100
• EFFECTIVE TAX RATE	\$0.655815 per \$100
• ROLLBACK TAX RATE	\$0.730090 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF OVILLA from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that CITY OF OVILLA may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

John Bridges  
Ellis County tax assessor-collector  
109 S Jackson St, Waxahachie, TX 75165  
972-825-5150  
[john.bridges@lgb.com](mailto:john.bridges@lgb.com)

You are urged to attend and express your views at the following public hearings on proposed tax rate:  
First Hearing: 08/25/2014 7:00 PM at City Hall Council Chamber Room, 105 S Cockrell Hill Rd, Ovilla, TX  
Second Hearing: 09/03/2014 7:00 PM at City Hall Council Chamber Room, 105 S Cockrell Hill Rd, Ovilla, TX



DATE: AUGUST 25, 2014

TO: Honorable Mayor and Council Members

FROM:

SUBJECT: Financial Statements Thru July 2014



**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>Revenues</b>					
4000100 · Taxes					
4000105 · Ad Valorem, Current	7,249	1,229,484	1,220,608	8,876	101%
4000110 · Ad Valorem, Delinquent	1,939	4,602	7,800	(3,198)	59%
4000113 · Interest/Penalties - Prop Tax	1,204	5,863	6,700	(837)	88%
4000120 · Sales Tax	11,633	153,517	188,710	(35,193)	81%
4000125 · Sales Tax - Street Improvement	2,908	38,379	46,800	(8,421)	82%
4000130 · Franchise Tax	8,435	156,007	150,000	6,007	104%
Total 4000100 · Taxes	33,368	1,587,852	1,620,618	(32,766)	98%
4000200 · Licenses and Permits					
4000208 · Building Permits					
4000210 · Residential Building Permits	18,100	90,272	102,000	(11,728)	89%
4000213 · Fire Inspection Permits	1,350	9,000	8,850	150	102%
4000214 · Misc Building Permits	1,549	14,813	11,000	3,813	135%
Total 4000208 · Building Permits	20,999	114,085	121,850	(7,765)	94%
4000230 · Plan Review Fee	3,620	20,819	21,100	(281)	99%
4000260 · Alarm Permits	230	1,805	2,300	(495)	78%
4000270 · Animal Tag Fees	188	2,237	3,000	(763)	75%
4000272 · Impound Fees	215	1,970	1,610	360	122%
4000230 · Misc Licenses and Permits	140	884	1,000	(116)	88%
Total 4000200 · Licenses and Permits	25,372	141,800	150,860	(9,060)	94%
4000400 · Charges for Services					
4000325 · ESD #2	0	110,000	145,000	(35,000)	76%
4000330 · ESD #4	0	12,354	18,531	(6,177)	67%
4000411 · Copies and Maps	20	105	100	5	105%
4000415 · Police Reports	0	103	150	(47)	69%
4000420 · Park Lights	0	0	350	(350)	0%
4000440 · Oak Leaf Animal Control	680	1,365	800	565	171%
4000450 · Subdivision Fees	0	240	240	0	100%
4000480 · Solid Waste (Garbage)	18,007	181,548	198,000	(16,452)	92%
4000490 · Misc Charges for Services	600	2,536	2,500	36	101%
Total 4000400 · Charges for Services	19,307	308,251	385,671	(57,420)	84%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	47	463	4,500	(4,037)	10%
4000510 · Fines - Police	11,352	65,789	86,350	(20,561)	76%
4000520 · Fines - Animal Control	243	792	1,000	(209)	79%
4000525 · Fines - Code Enforcement	772	3,054	2,000	1,054	153%
4000530 · Municipal Court Technology	228	1,597	0	1,597	100%
4000551 · Municipal Court Security	171	1,198	0	1,198	100%
4000550 · Misc Fines and Forfeitures	0	497	497	0	100%
Total 4000500 · Fines and Forfeitures	12,813	73,389	94,347	(20,953)	78%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
4000800 · Other Revenue					
4000810 · Heritage Day	390	3,020	9,000	(5,980)	34%
4000818 · Lease Proceeds	0	1,165	1,165	(0)	100%
4000820 · Water Tower Lease	0	70,367	92,000	(21,633)	76%
4000840 · Interest Earned	258	4,530	5,500	(970)	82%
4000870 · Insurance Proceeds	282	4,525	4,243	282	107%
4000885 · Proceeds from Sale of Assets	2,643	7,678	3,925	3,753	196%
4000887 · HOA Revenue	0	766	1,015	(249)	75%
4000890 · Misc. Other Revenue	11,490	26,186	8,446	17,740	310%
Total 4000800 · Other Revenue	15,063	118,238	125,295	(7,057)	94%
4000900 · Transfers In					
4000925 · Admin. Rev. received from 4B-EDC	0	1,250	2,500	(1,250)	50%
4000930 · Admin. Rev. Rec. From W&S Fund	0	59,322	118,643	(59,322)	50%
4000940 · Admin. Rev. Rec. from MDD Fund	0	250	500	(250)	50%
4000990 · Reduction in Fund Balance	0	0	203,417	(203,417)	0%
Total Revenues	105,923	2,290,351	2,681,850	(391,499)	85%
Gross Resources	105,923	2,290,351	2,681,850	(391,499)	85%
Expenditures					
10 · Administration					
5101100 · Salaries & Wages					
5101110 · City Administrator	1,769	50,210	60,000	(9,790)	84%
5101115 · City Secretary	981	30,808	38,250	(7,442)	81%
5101117 · City Accountant	(3,598)	27,603	37,500	(9,897)	74%
5101120 · Admin. Support	301	15,203	19,500	(4,297)	78%
5101180 · Merit Raises, Staff	0	0	4,000	(4,000)	0%
Total 5101100 · Salaries & Wages	(547)	123,524	159,250	(35,426)	78%
5101400 · Support Staff					
5101430 · Overtime	0	203	625	(422)	32%
Total 5101400 · Support Staff	0	203	625	(422)	32%
5102100 · Employee Benefits					
5102112 · Affordable Health Care Act Fee	342	2,736	3,140	(404)	87%
5102110 · Group Insurance	1,711	19,397	19,900	(503)	97%
5102135 · TWRS	702	9,423	10,400	(977)	91%
5102160 · Worker's Compensation	110	440	440	0	100%
5102170 · Payroll Taxes	137	2,413	3,200	(787)	75%
5102180 · Unemployment Taxes	3,620	4,691	2,000	2,691	235%
5102196 · Indiv. Membership Dues	21	1,195	1,465	(270)	82%
Total 5102100 · Employee Benefits	6,693	40,295	40,545	(250)	99%
5102200 · Special Services					

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July
5102210 - Tax Assessing & Collecting Fees	0	1,550	1,570	(20)	99%
5102220 - Tax Appraisal Fee	0	13,401	14,000	(599)	96%
5102230 - Legal Fees	450	9,456	33,000	(23,545)	29%
5102240 - Audit	0	7,420	7,420	0	100%
5102250 - Accounting	10,710	12,994	18,750	(5,756)	69%
5102260 - Engineering Fees	0	0	1,000	(1,000)	0%
Total 5102200 - Special Services	11,160	44,821	75,740	(30,919)	59%
5102300 - Contractual Services	0	4,538	34,756	(30,218)	13%
5102310 - Consultant Fees	0	4,538	34,756	(30,218)	13%
Total 5102300 - Contractual Services	0	2,650	3,600	(950)	74%
5102500 - Operating Services	285	2,650	3,600	(950)	74%
5102530 - Custodial Service Contract	285	2,650	3,600	(950)	74%
Total 5102500 - Operating Services	285	2,650	3,600	(950)	74%
5102600 - Special Expenses					
5102610 - Election - Payroll	0	455	850	(395)	54%
5102620 - Election - Supplies	0	1,961	2,725	(764)	72%
5102630 - Election Meeting Expense	0	0	100	(100)	0%
5102650 - Codification Book Update	0	2,095	3,500	(1,405)	60%
Total 5102600 - Special Expenses	0	4,511	7,175	(2,664)	63%
5103100 - General Supplies					
5103110 - Office Supplies	532	6,223	6,445	(222)	97%
5103140 - Uniforms	146	156	300	(144)	52%
Total 5103100 - General Supplies	678	6,379	6,745	(366)	95%
5103400 - Maintenance Supplies / Parts					
5103410 - Supplies - Custodial	118	625	1,500	(875)	42%
5103440 - Maintenance Agreement Expense	0	0	600	(600)	0%
5103460 - Miscellaneous	0	3,450	3,450	0	100%
Total 5103400 - Maintenance Supplies / Parts	118	4,076	5,550	(1,475)	73%
5104200 - Travel Expenses					
5104210 - Travel - Local	8	386	500	(114)	77%
5104220 - Professional Development	295	3,828	4,549	(720)	84%
5104222 - Professional Develop - Council	295	320	1,200	(880)	27%
5104225 - City Council Meal Expense	109	845	1,800	(955)	47%
5104230 - Professional Develop - In-House	0	39	100	(61)	39%
Total 5104200 - Travel Expenses	707	5,419	8,149	(2,730)	66%
5105200 - Data Processing Expenses					
5105230 - Data Proc-Maintenance & Repair	2,604	5,232	6,000	(768)	87%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5105240 - Data Processing - Software</b>	2,471	9,232	10,000	(768)	92%
<b>Total 5105200 - Data Processing Expenses</b>	5,076	14,464	16,000	(1,536)	90%
 <b>5105300 - Printing Expense</b>					
<b>5105310 - Copier Expense</b>	87	2,563	3,300	(737)	78%
<b>5105320 - Printing - Newsletters</b>	0	2,260	3,300	(1,040)	68%
<b>5105330 - Printing - Forms</b>	0	446	1,826	(1,380)	24%
<b>5105330 - Printing - Other</b>	0	674	674	(0)	100%
<b>Total 5105300 - Printing Expense</b>	87	5,942	9,100	(3,158)	65%
 <b>5105400 - Utilities</b>					
<b>5105410 - Telephone</b>	111	1,113	1,400	(287)	80%
<b>5105415 - Cellular Phone</b>	77	1,893	2,680	(787)	71%
<b>5105417 - Internet</b>	69	685	840	(155)	82%
<b>5105420 - Wireless Cards</b>	76	1,162	1,100	62	106%
<b>5105430 - Electricity</b>	348	3,454	4,500	(1,046)	77%
<b>Total 5105400 - Utilities</b>	632	8,307	10,520	(2,213)	79%
 <b>5105500 - Repairs &amp; Bldg Improvements</b>					
<b>5105520 - Repairs - Buildings</b>	0	1,023	4,050	(3,027)	25%
<b>5105540 - Repairs - Machinery &amp; Equipment</b>	0	0	1,000	(1,000)	0%
<b>5105550 - Repairs - Other</b>	0	135	500	(365)	27%
<b>Total 5105500 - Repairs &amp; Bldg Improvements</b>	0	1,158	5,550	(4,392)	21%
 <b>5105600 - Insurance</b>					
<b>5105610 - Insurance - Property</b>	281	1,122	1,250	(128)	90%
<b>5105620 - Insurance - Liability</b>	215	861	865	(4)	100%
<b>5105630 - Insurance - Fidelity Bond</b>	0	300	300	0	100%
<b>5105635 - Public Officials Surety Bonds</b>	0	900	900	0	100%
<b>Total 5105600 - Insurance</b>	496	3,183	3,315	(132)	96%
 <b>5105700 - Other Expenses</b>					
<b>5105705 - Postage</b>	453	4,341	5,000	(659)	87%
<b>5105710 - Cash - Over/Short</b>	0	0	10	(10)	0%
<b>5105725 - Records Management Expense</b>	0	0	300	(300)	0%
<b>5105730 - City - Memberships</b>	50	2,135	2,135	(0)	100%
<b>5105740 - Legal Notices/Advertisement</b>	507	1,619	4,000	(2,381)	40%
<b>5105752 - Employment Screening</b>	65	65	400	(335)	16%
<b>5105760 - Bank Service Charge</b>	(60)	(25)	25	(51)	(104%)
<b>5105764 - Filing Fees</b>	20	93	500	(407)	19%
<b>5105765 - Miscellaneous</b>	10	1,346	2,000	(654)	67%
<b>Total 5105700 - Other Expenses</b>	1,045	9,572	14,370	(4,798)	67%
 <b>5106400 - Minor Capital Outlay</b>					

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
5106440 - Machinery & Equipment	0	0	5,000	(5,000)	0%
5106465 - Furniture	0	390	1,000	(610)	39%
5109001 - Reserve for Contingency	0	0	0	0	0%
<b>Total 5109000 - Reserves</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total 10 - Administration</b>	<b>26,459</b>	<b>279,731</b>	<b>407,950</b>	<b>(128,259)</b>	<b>69%</b>
 20 - Police					
5201100 - Salaries & Wages	4,896	49,793	61,795	(12,002)	81%
5201120 - Police Chief	3,830	33,782	48,358	(9,576)	80%
5201143 - Command Staff	185	1,888	2,400	(512)	79%
5201150 - Certification Pay	0	0	3,310	(3,310)	0%
<b>Total 5201180 - Merit Raises - Staff</b>	<b>8,911</b>	<b>90,462</b>	<b>115,863</b>	<b>(25,401)</b>	<b>78%</b>
5201100 - Salaries & Wages	1,627	15,539	21,660	(6,121)	72%
5201140 - Support Staff	17,826	171,503	237,800	(66,297)	72%
5201141 - Patrol	69	819	5,100	(4,281)	16%
5201145 - Certification Pay	0	0	7,875	(7,875)	0%
52011480 - Merit Raises	443	10,937	12,300	(1,363)	89%
<b>Total 52011400 - Support Salaries</b>	<b>19,965</b>	<b>198,798</b>	<b>284,735</b>	<b>(85,937)</b>	<b>70%</b>
 5202100 - Employee Benefits					
5202110 - Group Insurance	5,253	45,464	66,150	(20,686)	69%
5202135 - TMRs	1,646	16,519	21,450	(4,831)	77%
5202160 - Worker's Compensation	2,122	8,488	8,550	(62)	99%
5202170 - Payroll Taxes	393	3,981	5,445	(1,464)	73%
5202196 - Membership Dues	0	35	315	(280)	11%
<b>Total 5202100 - Employee Benefits</b>	<b>9,424</b>	<b>74,587</b>	<b>101,910</b>	<b>(27,323)</b>	<b>73%</b>
 5202300 - Contractual Services					
5202335 - Contract Labor - Individual	0	0	500	(500)	0%
5202356 - Gingerbread House	0	1,000	1,000	0	100%
5202380 - Dispatch	0	13,135	13,175	(40)	100%
5202385 - Jail Expense	0	2,000	2,000	0	100%
<b>Total 5202300 - Contractual Services</b>	<b>0</b>	<b>16,135</b>	<b>16,675</b>	<b>(540)</b>	<b>97%</b>
 5202500 - Operating Services					
5202540 - Computer Maintenance	0	356	700	(344)	51%
5202560 - Internet Subscriptions	0	295	524	(229)	56%
<b>Total 5202500 - Operating Services</b>	<b>0</b>	<b>651</b>	<b>1,224</b>	<b>(573)</b>	<b>53%</b>
 5202600 - Special Expenses					
5202675 - National Night Out	0	350	500	(150)	70%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	500	\$ Over (Under) Budget	% of Budget
<b>Total 5202600 - Special Expenses</b>	0	350			(150)	83%
5203100 - General Supplies						70%
5203110 - Office Supplies	110	1,090	1,500	(410)		73%
5203140 - Uniforms	24	2,408	3,200	(792)		75%
5203170 - Evidence Gathering	312	555	700	(145)		79%
	446	4,053	5,450	(1,347)		
<b>Total 5203100 - General Supplies</b>						
5203400 - Maintenance Supplies & Parts						
5203410 - Supplies - Custodial	121	390	600	(210)		65%
	121	390	600	(210)		
<b>Total 5203400 - Maintenance Supplies &amp; Parts</b>						
5204200 - Travel Expenses						
5204210 - Travel - Local	200	200	300	(100)		67%
5204220 - Professional Development	0	1,419	2,000	(581)		71%
5204225 - Professional Dev - LEOSE	27	508	1,155	(657)		44%
5204270 - Vehicle Expenses	2,999	21,002	24,000	(2,998)		88%
	3,226	23,130	27,465	(4,335)		
<b>Total 5204200 - Travel Expenses</b>						
5205200 - Data Processing Expenses						
5205220 - Data Proc - Equipment Rental	0	0	400	(400)		0%
5205240 - Data Processing - Software	0	18,326	18,326	0		-100%
	0	18,326	18,726	(400)		
<b>Total 5205200 - Data Processing Expenses</b>						
5205300 - Printing Expenses						
5205310 - Copier Expense	82	802	1,500	(698)		53%
5205330 - Printing - Forms	78	300	300	0		-100%
5205330 - Printing - Other	0	72	400	(328)		18%
	160	1,174	2,250	(1,026)		
<b>Total 5205300 - Printing Expenses</b>						
5205400 - Utilities						
5205410 - Telephone	120	1,199	1,600	(401)		75%
5205415 - Cellular Phone	116	1,006	1,350	(344)		75%
5205417 - Internet - PD	86	1,324	1,475	(151)		90%
5205420 - Wireless Cards	228	2,241	2,350	(109)		95%
5205450 - Electricity	245	3,069	4,000	(931)		77%
	795	8,840	10,775	(1,935)		
<b>Total 5205400 - Utilities</b>						
5205500 - Repairs & Building Improvements						
5205520 - Repairs - Building	5,097	5,778	6,125	(347)		94%
5205540 - Repairs- Machinery & Equipment	0	1,046	1,200	(154)		87%
5205550 - Repairs - Vehicles	254	2,996	7,500	(4,504)		40%
	5,352	9,821	14,825	(5,004)		
<b>Total 5205500 - Repairs &amp; Building Improvements</b>						

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5205600 - Insurance</b>					83%
<b>5205610 - Insurance - Property</b>	400	1,599	1,600	(1)	100%
<b>5205620 - Insurance - Liability</b>	1,206	4,822	4,900	(78)	98%
<b>5205640 - Insurance - Vehicle</b>	658	2,632	2,700	(68)	97%
<b>Total 5205600 - Insurance</b>	2,263	9,053	9,200	(147)	98%
<b>5205700 - Other Expenses</b>					
<b>5205742 - Public Relations</b>	0	152	200	(48)	76%
<b>5205752 - Employment Screening</b>	0	655	1,000	(345)	66%
<b>5205755 - Miscellaneous</b>	26	711	1,619	(908)	44%
<b>Total 5205700 - Other Expenses</b>	26	1,518	2,819	(1,301)	54%
<b>5206400 - Minor Capital Outlay</b>					
<b>5206440 - Machinery &amp; Equipment</b>	523	643	2,667	(2,024)	24%
<b>5206445 - Personal Protective Equipment</b>	623	2,091	2,000	91	105%
<b>Total 5206400 - Minor Capital Outlay</b>	1,146	2,734	4,667	(1,933)	59%
<b>Total 20 - Police</b>	51,838	460,023	617,584	(157,561)	74%
<b>25 Municipal Court</b>					
<b>5251100 - Salaries &amp; Wages</b>	40	4,400	6,000	(1,600)	73%
<b>5251140 - Municipal Judge</b>	40	4,400	6,000	(1,600)	73%
<b>Total 5251100 - Salaries &amp; Wages</b>	40	4,400	6,000	(1,600)	73%
<b>5251400 - Support Staff</b>					
<b>5251405 - Support Staff</b>	2,282	23,272	28,825	(5,553)	81%
<b>5251420 - Jury Fees</b>	0	72	200	(128)	36%
<b>5251425 - City Prosecutor</b>	66	5,601	8,500	(2,899)	66%
<b>5251480 - Merit Raises</b>	0	0	870	(870)	0%
<b>5251480 - Overtime</b>	0	703	1,200	(497)	59%
<b>Total 5251400 - Support Staff</b>	2,348	29,649	39,595	(9,946)	75%
<b>5252100 - Employee Benefits</b>					
<b>5252110 - Group Insurance</b>	570	5,550	6,615	(1,065)	84%
<b>5252135 - TMRS</b>	130	1,365	1,725	(360)	79%
<b>5252160 - Worker's Compensation</b>	28	110	110	0	100%
<b>5252170 - Payroll Taxes</b>	33	339	435	(96)	78%
<b>Total 5252100 - Employee Benefits</b>	760	7,364	8,885	(1,521)	83%
<b>5252300 - Contractual Services</b>					
<b>5252375 - Traffic Fines</b>	9,814	31,315	38,000	(6,685)	82%
<b>Total 5252300 - Contractual Services</b>	9,814	31,315	38,000	(6,685)	82%
<b>5252500 - Operating Services</b>					

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
5252540 - Computer Maintenance	0	38	150	(113)	25%
Total 5252500 - Operating Services	0	38	150	0	100%
5253100 - General Supplies	0	58	250	(192)	23%
5253110 - Office Supplies	50	50	50	0	100%
Total 5253100 - General Supplies	50	108	300	(192)	36%
5254200 - Travel Expenses	0	17	25	(8)	68%
5254210 - Travel - Local	0	0	24	(24)	0%
5254220 - Professional Development	0	17	49	(32)	35%
Total 5254200 - Travel Expenses	0	17	49	(32)	35%
5255200 - Data Processing Expenses	0	1,771	1,775	(4)	100%
5255240 - Data Processing - SW Maint.	0	1,771	1,775	(4)	100%
Total 5255200 - Data Processing Expenses	0	1,771	1,775	(4)	100%
5255300 - Printing Expense	0	211	300	(89)	70%
5255350 - Printing - Other	0	211	300	(89)	70%
Total 5255300 - Printing Expense	0	211	300	(89)	70%
5255600 - Insurance	72	287	300	(13)	96%
5255620 - Insurance - Liability	72	287	300	(13)	96%
Total 5255600 - Insurance	72	287	300	(13)	96%
5255700 - Other Expenses	0	0	75	(75)	0%
5255752 - Employment Screening	0	0	75	(75)	0%
5255765 - Miscellaneous	0	0	75	(75)	0%
5255768 - Collection Agency Fees	273	845	850	(5)	99%
5255770 - Warrant Fee State Comptroller	0	0	3,000	(3,000)	0%
5255772 - Warrant Fee - Omni	332	410	900	(490)	46%
Total 5255700 - Other Expenses	605	1,255	4,900	(3,645)	26%
Total 25 - Municipal Court	14,069	76,416	100,254	(23,838)	76%
30 - Fire					
5301100 - Salaries & Wages					
5301125 - Fire Chief	3,182	32,407	40,170	(7,763)	81%
5301140 - Fire Captains	4,559	49,836	97,790	(47,954)	51%
5301180 - Merit Raises - Staff	0	0	4,100	(4,100)	0%
Total 5301100 - Salaries & Wages	7,741	82,243	142,050	(59,817)	58%
5301400 - Support Salaries					
5301440 - Firefighters	17,605	179,220	202,000	(22,780)	89%
5301480 - Merit Raises	0	0	5,900	(5,900)	0%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5301485 - Volunteer Incentive Program</b>	940	11,375	15,600	(4,225)	73%
<b>Total 5301400 - Support Salaries</b>	18,545	190,595	223,500	(32,905)	85%
 <b>5302100 - Employee Benefits</b>					
5302135 - T-MRS	181	1,436	2,400	(964)	60%
5302137 - Volunteer Retirement	0	324	1,300	(976)	25%
5302160 - Worker's Compensation	3,200	12,800	15,700	(2,900)	82%
5302170 - Payroll Taxes	1,741	17,923	24,200	(6,277)	74%
5302196 - Membership Dues	0	1,360	1,900	(540)	72%
<b>Total 5302100 - Employee Benefits</b>	5,122	33,843	45,500	(11,657)	74%
 <b>5302300 - Contractual Services</b>					
5302310 - Consultant Fees	0	1,500	1,500	0	100%
5302380 - Dispatch	0	13,135	13,875	(740)	95%
5302385 - Emergency Transport Service	15,890	63,559	63,560	(1)	100%
<b>Total 5302300 - Contractual Services</b>	15,890	78,194	78,935	(741)	99%
 <b>5302500 - Operating Services</b>					
5302510 - Maintenance Agreements	0	7,893	11,705	(3,812)	67%
5302540 - Computer Maintenance	206	1,089	1,500	(411)	73%
5302570 - Warning System Maintenance	0	878	878	0	100%
5302580 - Generator Maintenance	0	634	2,793	(2,159)	23%
<b>Total 5302500 - Operating Services</b>	206	10,493	16,876	(6,382)	62%
 <b>5303100 - General Supplies</b>					
5303110 - Office Supplies	0	1,272	1,400	(128)	91%
5303140 - Uniforms	180	3,510	4,400	(890)	80%
5303160 - Medical Supplies	277	3,671	5,000	(1,329)	73%
5303165 - Medical Support	58	210	500	(290)	42%
5303170 - Evidence Gathering	0	42	50	(8)	84%
5303175 - Education Aids	(8)	50	50	0	100%
<b>Total 5303100 - General Supplies</b>	507	8,755	11,400	(2,645)	77%
 <b>5303400 - Maintenance Supplies &amp; Parts</b>					
5303410 - Supplies - Custodial	281	1,375	2,200	(825)	63%
5303420 - Building Alarm Maintenance	0	420	420	0	100%
<b>Total 5303400 - Maintenance Supplies &amp; Parts</b>	281	1,795	2,620	(825)	69%
 <b>5304200 - Travel Expenses</b>					
5304220 - Professional Development	85	851	1,300	(449)	65%
5304270 - Vehicle Expenses	1,013	7,775	9,327	(1,552)	83%
<b>Total 5304200 - Travel Expenses</b>	1,098	8,626	10,627	(2,001)	81%
 <b>5305200 - Data Processing Expenses</b>					

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July
5305230 · Data Proc-Maintenance & Repair	1,393	1,393	1,000	393	139%
5305240 · Data Processing - Software	1,035	3,245	3,245	0	100%
<b>Total 5305200 · Data Processing Expenses</b>	<b>2,428</b>	<b>4,638</b>	<b>4,245</b>	<b>393</b>	<b>109%</b>
5305300 · Printing Expense	0	2,699	3,100	(401)	87%
5305310 · Copier Expense	0	0	100	(100)	0%
<b>Total 5305300 · Printing Expense</b>	<b>0</b>	<b>2,699</b>	<b>3,200</b>	<b>(501)</b>	<b>84%</b>
5305400 · Utilities					
5305410 · Telephone	(864)	1,999	2,350	(351)	85%
5305415 · Cellular Phone	102	325	525	(200)	62%
5305417 · Internet - Fire Dept.	420	4,051	3,100	951	131%
5305420 · Natural Gas	53	2,017	2,087	(70)	97%
5305450 · Electricity	455	4,515	5,400	(885)	84%
<b>Total 5305400 · Utilities</b>	<b>166</b>	<b>12,907</b>	<b>13,462</b>	<b>(555)</b>	<b>96%</b>
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	0	2,805	2,805	0	100%
5305540 · Repairs - Machinery & Equipment	1,945	11,154	18,605	(7,451)	60%
5305545 · Repairs - Apparatus	471	10,422	11,985	(1,573)	87%
5305550 · Repairs - Vehicles	781	1,088	3,500	(2,412)	31%
<b>Total 5305500 · Repairs &amp; Bldg Improvements</b>	<b>3,197</b>	<b>25,468</b>	<b>36,905</b>	<b>(11,437)</b>	<b>69%</b>
5305600 · Insurance					
5305620 · Insurance - Liability	356	5,248	6,500	(1,252)	81%
5305640 · Insurance - Vehicle	2,482	9,846	10,000	(154)	98%
<b>Total 5305600 · Insurance</b>	<b>2,838</b>	<b>15,094</b>	<b>16,500</b>	<b>(1,406)</b>	<b>91%</b>
5305700 · Other Expenses					
5305705 · Postage	0	26	150	(124)	17%
5305752 · Employment Screening	0	119	165	(46)	72%
5305755 · Flags & Miscellaneous	0	0	700	(700)	0%
<b>Total 5305700 · Other Expenses</b>	<b>0</b>	<b>144</b>	<b>1,015</b>	<b>(871)</b>	<b>14%</b>
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment	135	1,063	10,300	(9,237)	10%
5306445 · Personal Protective Equipment	3,011	12,247	20,500	(8,253)	60%
<b>Total 5306400 · Minor Capital Outlay</b>	<b>3,146</b>	<b>13,310</b>	<b>30,800</b>	<b>(17,490)</b>	<b>43%</b>
30 · Fire					
40 · Community Services					
5401100 · Salaries & Wages	2,79	28,255	35,100	(6,845)	80%
<b>Total 5401135 · Ac/D/Code Enforcement Officer</b>	<b>61,146</b>	<b>48,806</b>	<b>637,645</b>	<b>(148,839)</b>	<b>77%</b>

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget
5401180 - Merit Raises - Staff	0	0	1,055	(1,055)	0%
5401190 - Overtime	365	365	150	215	243%
<b>Total 5401100 - Salaries &amp; Wages</b>	<b>3,144</b>	<b>28,620</b>	<b>36,305</b>	<b>(7,685)</b>	<b>79%</b>
5402100 - Employee Benefits					
5402110 - Group Insurance	350	3,500	6,620	(3,120)	53%
5402135 - TMRs	182	1,673	2,050	(377)	82%
5402160 - Worker's Compensation	55	218	225	(7)	97%
5402170 - Payroll Taxes	46	468	550	(82)	85%
5402190 - License	0	175	325	(150)	54%
<b>Total 5402100 - Employee Benefits</b>	<b>633</b>	<b>6,033</b>	<b>9,770</b>	<b>(3,737)</b>	<b>62%</b>
5402300 - Contractual Services					
5402315 - Contract Building Inspections	0	52,781	70,000	(17,219)	75%
5402325 - Fire Inspections	0	0	1,800	(1,800)	0%
5402370 - Impound Fees	800	1,943	1,400	543	139%
<b>Total 5402300 - Contractual Services</b>	<b>800</b>	<b>54,724</b>	<b>73,200</b>	<b>(18,476)</b>	<b>75%</b>
5402600 - Special Expenses					
5402680 - Environmental Testing	0	58	2,300	(2,242)	3%
5402685 - Clean up Day	0	64	65	(1)	99%
<b>Total 5402600 - Special Expenses</b>	<b>0</b>	<b>122</b>	<b>2,365</b>	<b>(2,243)</b>	<b>5%</b>
5403100 - General Supplies					
5403110 - Office Supplies	0	66	70	(4)	95%
5403120 - Animal Care	42	42	150	(108)	28%
5403122 - Pet Supplies	0	240	500	(260)	48%
5403140 - Uniforms	0	120	510	(390)	24%
<b>Total 5403100 - General Supplies</b>	<b>42</b>	<b>469</b>	<b>1,230</b>	<b>(761)</b>	<b>38%</b>
54033400 - Maintenance Supplies & Parts					
5403460 - Miscellaneous	0	82	100	(18)	82%
<b>Total 54033400 - Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>82</b>	<b>100</b>	<b>(18)</b>	<b>82%</b>
5404200 - Travel Expenses					
5404210 - Travel - Local	0	0	25	(25)	0%
5404220 - Professional Development	0	125	200	(75)	63%
5404270 - Vehicle Expenses	213	1,570	2,200	(630)	71%
<b>Total 5404200 - Travel Expenses</b>	<b>213</b>	<b>1,695</b>	<b>2,425</b>	<b>(730)</b>	<b>70%</b>
5405200 - Data Processing Expenses					
5405230 - Data Proc-Maintenance & Repairs	0	0	200	(200)	0%
<b>Total 5405200 - Data Processing Expenses</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>(200)</b>	<b>0%</b>

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5405300 - Printing Expense</b>					
<b>5405330 - Printing - Forms</b>	0	0	105	(105)	0%
<b>Total 5405300 - Printing Expense</b>	<b>0</b>	<b>0</b>	<b>105</b>	<b>(105)</b>	<b>0%</b>
<b>5405400 - Utilities</b>					
<b>5405415 - Cellular Phone</b>	41	413	550	(137)	75%
<b>Total 5405400 - Utilities</b>	<b>41</b>	<b>413</b>	<b>550</b>	<b>(137)</b>	<b>75%</b>
<b>5405600 - Insurance</b>					
<b>5405610 - Insurance - Property</b>	2	8	8	0	100%
<b>5405620 - Insurance - Liability</b>	46	184	200	(16)	92%
<b>5405640 - Insurance - Vehicle</b>	81	325	325	0	100%
<b>Total 5405600 - Insurance</b>	<b>129</b>	<b>517</b>	<b>533</b>	<b>(16)</b>	<b>97%</b>
<b>5405700 - Other Expenses</b>					
<b>5405755 - Miscellaneous</b>	0	0	100	(100)	0%
<b>Total 5405700 - Other Expenses</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
<b>5406400 - Minor Capital Outlay</b>					
<b>5406440 - Machinery &amp; Equipment</b>	0	271	700	(429)	39%
<b>Total 5406400 - Minor Capital Outlay</b>	<b>0</b>	<b>271</b>	<b>700</b>	<b>(429)</b>	<b>39%</b>
<b>Total 40 -Community Services</b>	<b>5,003</b>	<b>92,346</b>	<b>127,583</b>	<b>(34,637)</b>	<b>73%</b>
<b>45 - Solid Waste</b>					
<b>5455400 - Utilities</b>	16,692	167,526	200,327	(32,801)	84%
<b>5455465 - Solidwaste Pickup (Garbage)</b>	16,692	167,526	200,327	(32,801)	84%
<b>Total 5455400 - Utilities</b>	<b>16,692</b>	<b>167,526</b>	<b>200,327</b>	<b>(32,801)</b>	<b>84%</b>
<b>50 - Streets</b>					
<b>5501400 - Support Staff</b>					
<b>5501415 - Maintenance Crew</b>	1,058	15,837	21,320	(5,483)	74%
<b>5501480 - Merit Raises</b>	0	0	640	(640)	0%
<b>5501490 - Overtime</b>	0	749	1,500	(751)	50%
<b>5501500 - Streets - On Call</b>	50	450	700	(250)	64%
<b>Total 5501400 - Support Staff</b>	<b>1,108</b>	<b>17,036</b>	<b>24,160</b>	<b>(7,124)</b>	<b>71%</b>
<b>5502100 - Employee Benefits</b>					
<b>5502110 - Group Insurance</b>	570	5,550	6,620	(1,070)	84%
<b>5502135 - TWRs</b>	99	1,051	1,265	(214)	83%
<b>5502150 - Worker's Compensation</b>	428	1,711	1,745	(34)	98%
<b>5502170 - Payroll Taxes</b>	24	255	325	(70)	78%
<b>Total 5502190 - License</b>	<b>0</b>	<b>0</b>	<b>122</b>	<b>(122)</b>	<b>0%</b>

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>Total 5502100 - Employee Benefits</b>	1,122	8,567	10,077	(1,510)	85%
<b>5502200 - Special Services</b>					
<b>5502280 - Engineering Fees</b>	0	5,857	8,000	(2,143)	73%
<b>5502280 - NCTCOG- SWMP Fees</b>	0	3,576	6,400	(2,824)	56%
<b>Total 5502200 - Special Services</b>	0	9,433	14,400	(4,967)	66%
<b>5502600 - Special Expenses</b>					
<b>5502620 - Emergency Clean Up</b>	0	0	2,250	(2,250)	0%
<b>Total 5502600 - Special Expenses</b>	0	0	2,250	(2,250)	0%
<b>5503100 - General Supplies</b>					
<b>5503110 - Office Supplies</b>	0	0	100	(100)	0%
<b>5503140 - Uniforms</b>	0	297	500	(203)	59%
<b>Total 5503100 - General Supplies</b>	0	297	600	(303)	50%
<b>5503400 - Maintenance Supplies &amp; Parts</b>					
<b>5503405 - Drainage Maintenance</b>	0	0	500	(500)	0%
<b>5503420 - Supplies- Street Signs</b>	157	776	2,000	(1,224)	39%
<b>5503460 - Miscellaneous</b>	81	276	282	(16)	94%
<b>Total 5503400 - Maintenance Supplies &amp; Parts</b>	237	1,051	2,792	(1,741)	38%
<b>5504200 - Travel Expenses</b>					
<b>5504220 - Professional Development</b>	0	0	250	(250)	0%
<b>5504270 - Vehicle Expenses</b>	915	5,908	6,500	(592)	91%
<b>Total 5504200 - Travel Expenses</b>	915	5,908	6,750	(842)	88%
<b>5505300 - Printing Expense</b>					
<b>5505330 - Printing - Other</b>	0	0	350	(350)	0%
<b>Total 5505300 - Printing Expense</b>	0	0	350	(350)	0%
<b>5505400 - Utilities</b>					
<b>5505450 - Electricity</b>	3,722	37,106	43,300	(6,194)	86%
<b>Total 5505400 - Utilities</b>	3,722	37,106	43,300	(6,194)	86%
<b>5505500 - Repairs &amp; Bldg Improvements</b>					
<b>5405520 - Repairs - Building</b>	0	0	1,000	(1,000)	0%
<b>5505540 - Repairs - Machinery &amp; Equipment</b>	0	1,780	3,500	(1,720)	51%
<b>5505550 - Repairs - Vehicles</b>	130	450	2,400	(1,950)	19%
<b>5505560 - Repairs -Street Maint. &amp; Repairs</b>	0	5,688	27,478	(21,790)	21%
<b>5505565 - Repairs - Infrastruct. Drainage</b>	0	720	3,000	(2,280)	24%
<b>5505580 - Repairs - Other</b>	162	251	1,500	(1,249)	17%
<b>Total 5505500 - Repairs &amp; Bldg Improvements</b>	291	8,890	36,878	(29,988)	23%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
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	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget
				Budget	Thru July 83%
<b>5505600 - Insurance</b>					
5505620 - Insurance - Liability	246	982	1,000	(18)	93%
5505640 - Insurance - Vehicle	833	3,330	3,400	(70)	98%
<b>Total 5505600 - Insurance</b>	<b>1,078</b>	<b>4,312</b>	<b>4,400</b>	<b>(88)</b>	93%
<b>5505700 - Other Expenses</b>					
5505752 - Employment Screening	0	60	100	(40)	60%
<b>Total 5505700 - Other Expenses</b>	<b>0</b>	<b>60</b>	<b>100</b>	<b>(40)</b>	60%
<b>5506400 - Minor Capital Outlay</b>					
5506440 - Machinery & Equipment	188	968	7,100	(6,132)	14%
5506445 - Personal Protective Equipment	0	209	300	(91)	70%
5506490 - Other	0	72	850	(778)	8%
<b>Total 5506400 - Minor Capital Outlay</b>	<b>188</b>	<b>1,249</b>	<b>8,250</b>	<b>(7,001)</b>	15%
<b>5507400 - Capitalized Assets</b>					
5507440 - Machinery & Equipment	0	0	7,000	(7,000)	0%
5507460 - Infrastructure	67,000	173,100	401,100	(228,000)	43%
<b>Total 5507400 - Capitalized Assets</b>	<b>67,000</b>	<b>173,100</b>	<b>408,100</b>	<b>(235,000)</b>	42%
<b>Total 50 - Streets</b>	<b>75,660</b>	<b>267,010</b>	<b>564,407</b>	<b>(297,397)</b>	47%
<b>60 - Parks</b>					
5602400 - Rentals	0	2,096	2,900	(804)	72%
5602490 - Rental - Other	0	2,096	2,900	(804)	72%
<b>Total 5602400 - Rentals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	72%
<b>5602600 - Special Expenses</b>					
5602680 - Heritage Day	200	200	8,000	(7,800)	3%
<b>Total 5602600 - Special Expenses</b>	<b>200</b>	<b>200</b>	<b>8,000</b>	<b>(7,800)</b>	3%
<b>5603400 - Maintenance Supplies &amp; Parts</b>					
5603460 - Miscellaneous	0	0	224	(224)	0%
<b>Total 5603400 - Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>0</b>	<b>224</b>	<b>(224)</b>	0%
<b>5605400 - Utilities</b>					
5605450 - Electricity	256	5,688	8,000	(2,312)	71%
<b>Total 5605400 - Utilities</b>	<b>256</b>	<b>5,688</b>	<b>8,000</b>	<b>(2,312)</b>	71%
<b>5605500 - Repairs &amp; Bldg Improvements</b>					
5605520 - Repairs - Building	0	0	250	(250)	0%
5605530 - REPAIRS-IMP OTHER THAN BLDGS	0	4,049	4,000	49	101%
<b>Total 5605500 - Repairs &amp; Bldg Improvements</b>	<b>0</b>	<b>4,049</b>	<b>4,250</b>	<b>(201)</b>	95%

**City of Ovilla General Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>5605600 - Insurance</b>					
5605610 - Insurance - Property	28	112	115	(3)	97%
5605620 - Insurance - Liability	109	437	500	(63)	87%
5605640 - Insurance - Vehicle	55	220	240	(20)	92%
<b>Total 5605600 - Insurance</b>	<b>192</b>	<b>769</b>	<b>855</b>	<b>(86)</b>	<b>90%</b>
<b>5605700 - Other Expenses</b>					
5605755 - Miscellaneous	0	271	331	(60)	82%
<b>Total 5605700 - Other Expenses</b>	<b>0</b>	<b>271</b>	<b>331</b>	<b>(60)</b>	<b>82%</b>
<b>5606400 - Minor Capital Outlay</b>					
5606410 - Land Improvements	0	108	500	(392)	22%
5606440 - Machinery & Equipment	0	0	500	(500)	0%
<b>Total 5606400 - Minor Capital Outlay</b>	<b>0</b>	<b>108</b>	<b>1,000</b>	<b>(892)</b>	<b>11%</b>
<b>5607400 - Capitalized Assets</b>					
5607440 - Machinery & Equipment	0	0	500	(500)	0%
<b>Total 5607400 - Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
<b>Total 60 - Parks</b>	<b>648</b>	<b>13,181</b>	<b>26,060</b>	<b>(12,879)</b>	<b>51%</b>
<b>Total Expenditures</b>	<b>251,533</b>	<b>1,845,638</b>	<b>2,681,850</b>	<b>(836,212)</b>	<b>69%</b>
<b>Net Change in Fund Balance</b>	<b>(145,610)</b>	<b>444,713</b>	<b>0</b>	<b>444,713</b>	<b>100%</b>

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July
<b>Resources</b>					
40004000 · Charges for Services					
4000460 · Water Sales	74,643	674,330	985,000	(310,670)	68%
4000461 · Sewer Service	25,142	150,685	233,829	(83,144)	64%
4000465 · Water & Sewer Penalties	1,251	14,239	18,000	(3,761)	79%
4000471 · Reconnect Fees	767	5,288	5,000	288	106%
4000472 · Meters	0	0	1,000	(1,000)	0%
4000473 · Connect Fees	325	2,382	2,000	382	119%
4000478 · Infrastructure Improvement Fee	4,717	47,943	64,068	(16,125)	75%
<b>Total 40004000 · Charges for Services</b>	<b>106,845</b>	<b>894,867</b>	<b>1,308,897</b>	<b>(414,030)</b>	<b>68%</b>
40008000 · Other Revenue					
4000880 · Capital Rec Fee	0	0	58,500	(58,500)	0%
4000840 · Interest Earned	225	2,385	2,600	(215)	92%
4000850 · Prior Year Net Position	0	0	167,700	(167,700)	0%
4000870 · Capital Contrib-Main St. Sewer	0	24,530	24,530	0	100%
4000875 · Proceeds from Sale of Assets	(2,917)	0	0	0	0%
4000890 · Misc Other Revenue	2,917	42,766	0	42,766	100%
<b>Total 40008000 · Other Revenue</b>	<b>225</b>	<b>69,681</b>	<b>253,330</b>	<b>(183,649)</b>	<b>28%</b>
<b>Total Resources</b>	<b>107,069</b>	<b>964,548</b>	<b>1,562,227</b>	<b>(597,679)</b>	<b>62%</b>
<b>Expense</b>					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	4,754	14,511	20,000	(5,489)	73%
5701115 · City Secretary	2,942	8,989	12,750	(3,761)	71%
5701117 · Finance Accountant	3,598	9,980	12,500	(2,520)	80%
5701120 · Part Time Admin. Support	1,576	5,049	6,500	(1,451)	78%
5701130 · Public Works Director	3,759	37,754	47,445	(9,691)	80%
5701180 · Merit Raises, Staff	0	0	2,125	(2,125)	0%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget
	16,628	76,284	101,320	(25,036)	75%
<b>Total 5701100 · Salaries &amp; Wages</b>					
5702100 · Employee Benefits					
5702110 · Group Insurance	570	5,550	6,620	(1,070)	84%
5702135 · TMRs	217	2,086	2,730	(644)	76%
5702170 · Payroll Taxes	54	493	800	(307)	62%
<b>Total 5702100 · Employee Benefits</b>	842	8,129	10,150	(2,021)	80%
5702200 · Special Services					
5702230 · Legal Fees	0	0	1,000	(1,000)	0%
5702240 · Audit	0	5,780	5,780	0	100%
5702250 · Accounting	282	382	1,500	(1,118)	25%
<b>Total 5702200 · Special Services</b>	282	6,162	8,280	(2,118)	74%
5702300 · Contractual Services /Personnel					
5702310 · Consultant Fees	0	0	2,000	(2,000)	0%
<b>Total 5702300 · Contractual Services /Personnel</b>	0	0	2,000	(2,000)	0%
5703100 · General Supplies					
5703110 · Office Supplies	0	0	700	(700)	0%
<b>Total 5703100 · General Supplies</b>	0	0	700	(700)	0%
5703400 · Maintenance Supplies / Parts					
5703410 · Supplies - Custodial	0	7	200	(193)	4%
<b>Total 5703400 · Maintenance Supplies / Parts</b>	0	7	200	(193)	4%
5704200 · Travel Expenses					
5704210 · Travel - Local	0	0	200	(200)	0%
5704220 · Professional Development	0	0	750	(750)	0%
<b>Total 5704200 · Travel Expenses</b>	0	0	950	(950)	0%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5705200 · Data Processing Expenses</b>	49	49	400	(351)	12%
5705240 · Data Processing - Software	49	49	400	(351)	12%
<b>Total 5705200 · Data Processing Expenses</b>	49	49	400	(351)	12%
<b>5705300 · Printing Expense</b>	0	0	250	(250)	0%
5705350 · Printing - Other	0	0	250	(250)	0%
<b>Total 5705300 · Printing Expense</b>	0	0	250	(250)	0%
<b>5705400 · Utilities</b>					
5705410 · Telephone	111	1,113	1,350	(237)	82%
5705415 · Cellular Phone	36	363	450	(87)	81%
5705417 · Internet	69	685	825	(140)	83%
<b>Total 5705400 · Utilities</b>	216	2,162	2,625	(463)	82%
<b>5705700 · Other Expenses</b>					
5705705 · Postage	428	4,468	6,600	(2,132)	68%
5705740 · Advertising	249	249	300	(51)	83%
5705760 · Bank Service Charge	30	140	200	(60)	70%
5705765 · Miscellaneous	0	1,050	100	950	1,050%
5705775 · Credit Card Transaction Fee	249	3,108	3,000	108	104%
<b>Total 5705700 · Other Expenses</b>	957	9,015	10,200	(1,185)	88%
<b>5706400 · Minor Capital Outlay</b>					
5706440 · Machinery & Equipment	0	0	500	(500)	0%
<b>Total 5706400 · Minor Capital Outlay</b>	0	0	500	(500)	0%
<b>5709000 · Reserve</b>					
5708215 · Admin. Exp. to General Fund	0	59,322	118,643	(59,321)	50%
5709002 · Capital Improv.Water Reserve	0	0	44,340	(44,340)	0%
5709003 · Capital Improv. Sewer Reserve	0	0	25,665	(25,665)	0%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget
			Budget	Budget	Thru July
<b>5709010 · Administrative Reserves</b>	0	0	1,775	(1,775)	0%
<b>Total 5709000 · Reserve</b>	0	59,322	190,423	(131,101)	31%
<b>Total 70 · Administration</b>	18,974	161,130	327,998	(166,868)	49%
<b>5708228 · Interest Expense - 2011</b>	0	196	0	196	100%
<b>75 · Water</b>					
<b>5751100 · Salaries &amp; Wages</b>	0	36,958	43,700	(6,742)	85%
<b>5751133 · Superintendent</b>	0	0	1,325	(1,325)	0%
<b>5751180 · Merit Raises - Staff</b>	0	36,958	45,025	(8,067)	82%
<b>Total 5751100 · Salaries &amp; Wages</b>	0	36,958	45,025	(8,067)	82%
<b>5751400 · Support Salaries</b>					
<b>5751405 · Support Staff</b>	446	22,759	27,400	(4,641)	83%
<b>5751415 · Maintenance Crew</b>	2,149	36,832	49,000	(12,168)	75%
<b>5751430 · Seasonal Crew</b>	885	3,770	3,000	770	126%
<b>5751450 · Certification Pay</b>	46	704	1,200	(496)	59%
<b>5751480 · Merit Raises</b>	0	0	3,600	(3,600)	0%
<b>5751490 · Overtime</b>	101	1,340	4,000	(2,660)	33%
<b>5751500 · Water - On Call</b>	150	550	700	(150)	79%
<b>Total 5751400 · Support Salaries</b>	3,777	65,953	88,900	(22,947)	74%
<b>5752100 · Employee Benefits</b>					
<b>5752110 · Group Insurance</b>	909	15,890	24,810	(8,920)	64%
<b>5752135 · TMRS</b>	293	6,065	7,050	(985)	86%
<b>5752160 · Worker's Compensation</b>	656	2,623	2,910	(287)	90%
<b>5752170 · Payroll Taxes</b>	151	2,019	2,000	19	101%
<b>5752190 · Licenses</b>	0	111	222	(111)	50%
<b>Total 5752100 · Employee Benefits</b>	2,009	26,707	36,992	(10,285)	72%
<b>5752300 · Contractual Services/Personnel</b>					

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5752350 · Contract Labor - Company</b>	0	0	2,000	(2,000)	0%
<b>5752380 · Dispatch</b>	0	9,230	9,750	(520)	95%
<b>Total 5752300 · Contractual Services/Personnel</b>	0	9,230	11,750	(2,520)	79%
 <b>5752400 · Rentals</b>					
<b>5752420 · Rental - Machinery &amp; Equipment</b>	0	0	100	(100)	0%
<b>5752490 · Rental - Other</b>	0	0	200	(200)	0%
<b>Total 5752400 · Rentals</b>	0	0	300	(300)	0%
 <b>5752500 · Operating Services</b>					
<b>5752580 · Water Testing</b>	3,979	5,298	4,000	1,298	132%
<b>5752590 · TCEQ Fees</b>	0	2,614	3,000	(386)	87%
<b>Total 5752500 · Operating Services</b>	3,979	7,912	7,000	912	113%
 <b>5753100 · General Supplies</b>					
<b>5753140 · Uniforms</b>	0	1,634	1,700	(66)	96%
<b>Total 5753100 · General Supplies</b>	0	1,634	1,700	(66)	96%
 <b>5753400 · Maintenance Supplies &amp; Parts</b>					
<b>5753460 · Miscellaneous</b>	0	315	500	(185)	63%
<b>Total 5753400 · Maintenance Supplies &amp; Parts</b>	0	315	500	(185)	63%
 <b>5754200 · Travel Expenses</b>					
<b>5754220 · Professional Development</b>	0	235	1,000	(765)	24%
<b>5754270 · Vehicle Expenses</b>	0	5,538	10,000	(4,462)	55%
<b>Total 5754200 · Travel Expenses</b>	0	5,773	11,000	(5,227)	52%
 <b>5755200 · Data Processing Expenses</b>					
<b>5755230 · Data Proc-Maintenance &amp; Repairs</b>	517	1,488	1,700	(212)	88%
<b>5755240 · Data Processing - Software</b>	360	3,794	3,800	(6)	100%
<b>Total 5755200 · Data Processing Expenses</b>	878	5,283	5,500	(217)	96%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July
<b>5755300 · Printing Expenses</b>	0	1,988	2,700	(712)	74%
<b>5755310 · Copier Expense</b>	0	777	3,200	(2,423)	24%
<b>Total 5755300 · Printing Expenses</b>	0	2,765	5,900	(3,135)	47%
 <b>5755400 · Utilities</b>					
<b>5755415 · Cellular Phone</b>	106	928	1,500	(572)	62%
<b>5755450 · Electricity</b>	1,450	22,220	22,000	220	101%
<b>5755460 · Water, wholesale</b>	28,207	189,952	350,000	(160,048)	54%
<b>Total 5755400 · Utilities</b>	29,763	213,099	373,500	(160,401)	57%
 <b>5755500 · Repairs &amp; Building Improvements</b>					
<b>5755530 · Improvements Other Than Bldgs</b>	0	165	500	(335)	33%
<b>5755540 · Repairs- Machinery &amp; Equipment</b>	613	3,100	7,300	(4,200)	42%
<b>5755550 · Repairs - Vehicles</b>	286	1,252	2,000	(748)	63%
<b>5755570 · Inventory Expense</b>	137	10,535	19,000	(8,465)	55%
<b>5755590 · Repairs - Other</b>	0	327	4,500	(4,173)	7%
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	1,036	15,380	33,300	(17,920)	46%
 <b>5755600 · Insurance</b>					
<b>5755610 · Insurance - Property</b>	648	2,592	2,600	(8)	100%
<b>5755620 · Insurance - Liability</b>	432	1,726	1,750	(24)	99%
<b>5755640 · Insurance - Vehicle</b>	377	1,508	1,600	(92)	94%
<b>Total 5755600 · Insurance</b>	1,457	5,826	5,950	(124)	98%
 <b>5755700 · Other Expenses</b>					
<b>5755752 · Employment Screening</b>	0	437	200	237	219%
<b>Total 5755700 · Other Expenses</b>	0	437	200	237	219%
 <b>5756400 · Minor Capital Outlay</b>					

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>5756440 · Machinery &amp; Equipment</b>	159	159	0	159	100%
<b>5756490 · Other</b>	0	40	500	(460)	8%
<b>Total 5756400 · Minor Capital Outlay</b>	159	199	500	(301)	40%
<b>5757400 · Capitalized Assets</b>					
<b>5757440 · Machinery &amp; Equipment</b>	0	2,080	2,200	(120)	95%
<b>5757470 · Infrastructure - Water</b>	0	0	5,000	(5,000)	0%
<b>Total 5757400 · Capitalized Assets</b>	0	2,080	7,200	(5,120)	29%
<b>5757900 · Long-Term Debt</b>					
<b>5758225 · Admin. Expense to Debt Fund</b>	0	61,800	123,600	(61,800)	50%
<b>Total 5757900 · Long-Term Debt</b>	0	61,800	123,600	(61,800)	50%
<b>Total 75 · Water</b>	43,056	461,351	758,817	(297,466)	61%
<b>80 · Sewer</b>					
<b>5801400 · Support Salaries</b>					
<b>5801405 · Support Staff</b>	2,441	8,155	9,106	(951)	90%
<b>5801415 · Maintenance Crew</b>	3,965	35,167	51,730	(16,563)	68%
<b>5801450 · Certification Pay</b>	69	946	1,210	(264)	78%
<b>5801480 · Merit Raises</b>	0	0	1,900	(1,900)	0%
<b>5801490 · Overtime</b>	390	2,720	2,500	220	109%
<b>5801500 · Sewer - On Call</b>	0	590	1,150	(560)	51%
<b>Total 5801400 · Support Salaries</b>	6,865	47,579	67,596	(20,017)	70%
<b>5802100 · Employee Benefits</b>					
<b>5802110 · Group Insurance</b>	570	6,652	14,900	(8,248)	45%
<b>5802135 · TMRS</b>	258	2,252	3,200	(948)	70%
<b>5802160 · Worker's Compensation-Sewer</b>	656	2,623	2,700	(77)	97%
<b>5802170 · Payroll Taxes</b>	65	609	900	(291)	68%
<b>5802190 · Licenses</b>	0	111	222	(111)	50%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

				\$ Over (Under)	% of Budget Thru July
	July 14	Oct '13 - July 14	Budget	Budget	83%
<b>Total 5802100 - Employee Benefits</b>	1,549	12,247	21,922	(9,675)	56%
<b>5802300 - Contractual Services/Personnel</b>	0	550	1,000	(450)	55%
<b>5802350 - Contract Labor - Company</b>					
<b>Total 5802300 - Contractual Services/Personnel</b>	0	550	1,000	(450)	55%
<b>5802500 - Operating Services</b>					
<b>5802515 - Sardis Collection Expense</b>	296	2,501	2,500	1	100%
<b>5802590 - TCEQ Fees - Sewer</b>	0	0	60	(60)	0%
<b>Total 5802500 - Operating Services</b>	296	2,501	2,560	(59)	98%
<b>5803100 - General Supplies</b>					
<b>5803140 - Uniforms</b>	0	778	1,000	(222)	78%
<b>Total 5803100 - General Supplies</b>	0	778	1,000	(222)	78%
<b>5803400 - Maintenance Supplies &amp; Parts</b>					
<b>5803460 - Miscellaneous</b>	0	0	500	(500)	0%
<b>Total 5803400 - Maintenance Supplies &amp; Parts</b>	0	0	500	(500)	0%
<b>5804200 - Travel Expenses</b>					
<b>5804220 - Professional Development</b>	0	290	500	(210)	58%
<b>5804270 - Vehicle Expense</b>	0	1,063	1,800	(737)	59%
<b>Total 5804200 - Travel Expenses</b>	0	1,353	2,300	(947)	59%
<b>5805400 - Utilities</b>					
<b>5805450 - Electricity</b>	249	2,243	2,700	(457)	83%
<b>5805463 - TRA Wastewater Treatment</b>	0	66,711	335,029	(268,318)	20%
<b>Total 5805400 - Utilities</b>	249	68,955	337,729	(268,775)	20%
<b>5805500 - Repairs &amp; Bldg Improvements</b>					
<b>5805510 - Repairs - Land Improvements</b>	0	0	300	(300)	0%

**Ovilla W&S Utility Fund**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget
					Thru July
<b>5805540 · Repairs - Machinery &amp; Equipment</b>	0	5,460	6,100	(641)	90%
<b>5805570 · Inventory Expense</b>	0	1,380	2,500	(1,120)	55%
<b>5805590 · Repairs - Other</b>	0	340	700	(360)	49%
<b>Total 5805500 · Repairs &amp; Bldg Improvements</b>	0	7,180	9,600	(2,421)	75%
<b>5805600 · Insurance</b>					
<b>5805610 · Insurance - Property</b>	14	54	75	(21)	72%
<b>5805620 · Insurance - Liability</b>	84	335	350	(15)	96%
<b>5805640 · Insurance - Vehicle</b>	10	38	50	(12)	76%
<b>Total 5805600 · Insurance</b>	107	427	475	(48)	90%
<b>5805700 · Other Expenses</b>					
<b>5805752 · Employment Screening</b>	0	0	200	(200)	0%
<b>Total 5805700 · Other Expenses</b>	0	0	200	(200)	0%
<b>5807400 · Capitalized Assets</b>					
<b>5807440 · Machinery &amp; Equipment</b>	0	0	6,000	(6,000)	0%
<b>5807485 · Sewer Improve.- Main St. Sewer</b>	0	20,528	24,530	(4,002)	84%
<b>Total 5807400 · Capitalized Assets</b>	0	20,528	30,530	(10,002)	67%
<b>Total 80 · Sewer</b>	9,065	162,097	475,412	(313,315)	34%
<b>Total Expense</b>	71,096	784,773	1,562,227	(777,454)	50%
<b>Change in Net Position</b>	<b>35,973</b>	<b>179,775</b>	<b>0</b>	<b>179,775</b>	<b>100%</b>

**Ovilla Debt Service**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>Revenues</b>					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	2,455	416,442	413,436	3,006	101%
4000111 · Ad Valorem, Delinquent I & S	665	1,630	3,400	(1,770)	48%
4000114 · Interest/Penalties - I & S	411	2,014	2,800	(786)	72%
<b>Total 4000100 · Taxes</b>	<b>3,531</b>	<b>420,086</b>	<b>419,636</b>	<b>450</b>	<b>100%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	82	603	765	(162)	79%
4000900 · Reduction of Reserve Fund Bal.	-	-	28,924	(28,924)	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	61,800	123,600	(61,800)	50%
<b>Total 4000800 · Other Revenue</b>	<b>82</b>	<b>62,403</b>	<b>153,289</b>	<b>(90,886)</b>	<b>41%</b>
<b>Total Revenues</b>	<b>3,613</b>	<b>482,490</b>	<b>572,925</b>	<b>(90,435)</b>	<b>84%</b>
<b>Expenditures</b>					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	-	-	500	(500)	0%
5157935 · 2011 Bond Issue Principle	-	-	355,000	(355,000)	0%
5157940 · 2011 Bond Issue Interest	-	108,713	217,425	(108,713)	50%
<b>Total 5157900 · Long-Term Debt</b>	<b>-</b>	<b>108,713</b>	<b>572,925</b>	<b>(464,213)</b>	<b>19%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>108,713</b>	<b>572,925</b>	<b>(464,213)</b>	<b>19%</b>
<b>Net Change in Fund Balance</b>	<b>3,613</b>	<b>373,777</b>	<b>-</b>	<b>373,777</b>	<b>100%</b>

**City of Ovilla Capital Projects Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget
			Budget	Budget	Thru July 83%
<b>Revenues</b>					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	0	1	(1)	0%
4000850 · Interest Earned - Prosperity	22	216	255	(39)	85%
<b>Total 4000800 · Other Revenue</b>	<b>22</b>	<b>216</b>	<b>256</b>	<b>(40)</b>	<b>84%</b>
<b>Total Revenues</b>	<b>22</b>	<b>216</b>	<b>256</b>	<b>(40)</b>	<b>84%</b>
<b>Expense</b>					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	256	(256)	0%
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>	<b>0%</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>	<b>0%</b>
<b>Change in Net Position</b>	<b>22</b>	<b>216</b>	<b>0</b>	<b>216</b>	<b>100%</b>

**City of Ovilla - Park Impact Fund**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
<b>Revenues</b>					
4000400 · Charges for Services	3,011	15,722	16,314	(592)	96%
4000460 · Park Impact	3,011	15,722	16,314	(592)	96%
<b>Total 4000400 · Charges for Services</b>	<b>6</b>	<b>56</b>	<b>30</b>	<b>26</b>	<b>186%</b>
4000800 · Other Revenue	6	56	30	26	186%
4000840 · Interest Earned					
<b>Total 4000800 · Other Revenue</b>	<b>3,017</b>	<b>15,778</b>	<b>16,344</b>	<b>(566)</b>	<b>97%</b>
<b>Total Revenues</b>	<b>3,017</b>	<b>15,778</b>	<b>16,344</b>	<b>(566)</b>	<b>97%</b>
<b>Expenditures</b>					
5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5606410 · Land Improvements	0	0	500	(500)	0%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
5607400 · Capitalized Assets	0	0	3,500	(3,500)	0%
5607440 · Capital Machinery & Equipment	0	0	3,500	(3,500)	0%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>3,500</b>	<b>(3,500)</b>	<b>0%</b>
<b>5609000 · Reserves</b>					
5609035 · Park Impact Reserves	0	0	12,344	(12,344)	0%
<b>Total 5609000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>12,344</b>	<b>(12,344)</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>16,344</b>	<b>(16,344)</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>3,017</b>	<b>15,778</b>	<b>0</b>	<b>15,778</b>	<b>100%</b>

**Ovilla W&S Impact Fee Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>Revenues</b>					
4000400 · Charges for Services	783	3,806	4,044	(238)	94%
4000477 · Sewer Impact Fee	783	3,806	4,044	(238)	94%
<b>Total 4000400 · Charges for Services</b>	<b>13</b>	<b>175</b>	<b>195</b>	<b>(20)</b>	<b>90%</b>
4000800 · Other Revenue	13	175	195	(20)	90%
4000840 · Interest Earned					
<b>Total 4000800 · Other Revenue</b>	<b>796</b>	<b>3,981</b>	<b>4,239</b>	<b>(258)</b>	<b>94%</b>
<b>Total Revenues</b>					
<b>Expense</b>					
5859000 · Reserves	0	0	4,239	(4,239)	0%
5859030 · Sewer Impact Fees Reserve	0	0	4,239	(4,239)	0%
<b>Total 5859000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>4,239</b>	<b>(4,239)</b>	<b>0%</b>
<b>Total Expense</b>	<b>796</b>	<b>3,981</b>	<b>0</b>	<b>3,981</b>	<b>100%</b>
<b>Change in Net Position</b>					

**Ovilla 4B Economic Development Corporation**  
**Profit & Loss Budget Performance**  
 October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>Revenues</b>					
4000100 · Taxes	5,816	76,758	90,000	(13,242)	85%
4000120 · Sales tax	5,816	76,758	90,000	(13,242)	85%
<b>Total 4000100 · Taxes</b>					
4000800 · Other Revenue	99	894	785	109	114%
4000840 · Interest Income	99	894	785	109	114%
<b>Total 4000800 · Other Revenue</b>					
<b>Total Revenues</b>	5,915	77,652	90,785	(13,133)	86%
<b>Expenditures</b>					
8102200 · Special Services	0	0	500	(500)	0%
8102230 · Legal Fees	0	1,600	1,600	0	100%
8102240 · Audit	0				
<b>Total 8102200 · Special Services</b>	0	1,600	2,100	(500)	76%
8102300 · Consultant Services	0	14,099	15,000	(901)	94%
8102310 · Consultant Fees	0	14,099	15,000	(901)	94%
<b>Total 8102300 · Consultant Services</b>					
8103100 · General Supplies	151	161	161	0	100%
8103110 · Office Supplies	151	161	161	0	100%
<b>Total 8103100 · General Supplies</b>					
8104200 · Travel Expense	0	0	1,000	(1,000)	0%
8104210 · Travel Expense	0	270	2,000	(1,730)	14%
<b>Total 8104200 · Travel Expense</b>	0	270	3,000	(2,730)	9%

**Ovilia 4B Economic Development Corporation**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>8105300 - Printing</b>	0	177	2,235	(2,058)	8%
<b>8105320 - Printing Expense</b>	0	177	2,235	(2,058)	8%
<b>Total 8105300 - Printing</b>	<b>0</b>	<b>0</b>	<b>45,000</b>	<b>(45,000)</b>	<b>0%</b>
<b>8105500 - Projects</b>	0	0	45,000	(45,000)	0%
<b>8105560 - Sewer Line</b>	0	0	45,000	(45,000)	0%
<b>Total 8105500 - Projects</b>	<b>0</b>	<b>0</b>	<b>45,000</b>	<b>(45,000)</b>	<b>0%</b>
<b>8105600 - Insurance</b>	71	284	285	(1)	100%
<b>8105620 - Insurance - Liability</b>	71	284	285	(1)	100%
<b>Total 8105600 - Insurance</b>	<b>71</b>	<b>284</b>	<b>285</b>	<b>(1)</b>	<b>100%</b>
<b>8105700 - Other Expenses</b>					
<b>8105705 - Postage</b>	0	5	39	(34)	14%
<b>8105730 - Memberships</b>	0	265	265	0	100%
<b>8105740 - Advertising</b>	250	2,100	2,800	(700)	75%
<b>8105765 - Business Expense</b>	0	0	100	(100)	0%
<b>Total 8105700 - Other Expenses</b>	<b>250</b>	<b>2,370</b>	<b>3,204</b>	<b>(834)</b>	<b>74%</b>
<b>8109000 - Reserves</b>					
<b>8109015 - Administrative Reserves</b>	0	0	17,300	(17,300)	0%
<b>8109215 - Admin. Expense to General Fund</b>	0	1,250	2,500	(1,250)	50%
<b>Total 8109000 - Reserves</b>	<b>0</b>	<b>1,250</b>	<b>19,800</b>	<b>(18,550)</b>	<b>6%</b>
<b>Total Expenditures</b>	<b>472</b>	<b>20,211</b>	<b>90,785</b>	<b>(70,574)</b>	<b>22%</b>
<b>Net Change in Fund Balance</b>	<b>5,443</b>	<b>57,441</b>	<b>0</b>	<b>57,441</b>	<b>100%</b>

**Ovilla Municipal Development District**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>Revenues</b>					
4000100 · Taxes	2,294	25,349	25,000	349	101%
4000120 · Sales tax	2,294	25,349	25,000	349	101%
<b>Total 4000100 · Taxes</b>	<b">2,294</b">	<b">25,349</b">	<b">25,000</b">	<b">349</b">	<b">101%</b">
4000800 · Other Revenue	24	207	135	72	153%
4000840 · Interest Income	24	207	135	72	153%
<b>Total 4000800 · Other Revenue</b>	<b">24</b">	<b">207</b">	<b">135</b">	<b>72</b>	<b">153%</b">
<b>Total Revenues</b>	<b">2,318</b">	<b">25,555</b">	<b">25,135</b">	<b>420</b>	<b">102%</b">
<b>Expenditures</b>					
9102200 · Special Services	0	0	250	(250)	0%
9102230 · Legal Fees	0	1,600	1,600	0	100%
9102240 · Audit	0	0	250	(250)	0%
9102250 · Accounting	0	0	250	(250)	0%
<b>Total 9102200 · Special Services</b>	<b">0</b">	<b">1,600</b">	<b">2,100</b">	<b">(500)</b">	<b">76%</b">
9102300 · Consultant Services	0	0	500	(500)	0%
9102310 · Consultant Fees	0	0	500	(500)	0%
<b>Total 9102300 · Consultant Services</b>	<b">0</b">	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
9103100 · General Supplies	0	0	100	(100)	0%
9103110 · Office Supplies	0	0	100	(100)	0%
<b>Total 9103100 · General Supplies</b>	<b">0</b">	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
9104200 · Travel Expense	0	0	250	(250)	0%
9104220 · Professional Development	0	0	250	(250)	0%
<b>Total 9104200 · Travel Expense</b>	<b">0</b">	<b>0</b>	<b>250</b>	<b>(250)</b>	<b>0%</b>

**Ovilla Municipal Development District**  
**Profit & Loss Budget Performance**  
October 2013 through July 2014

	July 14	Oct '13 - July 14	Budget	\$ Over (Under)	% of Budget Thru July
9105600 · Insurance	0	213	285	(72)	75%
9105620 · Insurance - Liability	0	213	285	(72)	75%
Total 9105600 · Insurance					
9105700 · Other Expenses	0	0	25	(25)	0%
9105705 · Postage	0	0	25	(25)	0%
Total 9105700 · Other Expenses					
9109000 · Reserves	0	0	21,375	(21,375)	0%
9109015 · Administrative Reserves	0	250	500	(250)	50%
9109215 · Admin. Expense to General Fund	0	250	21,875	(21,625)	1%
Total 9109000 · Reserves					
Total Expenditures	0	2,063	25,135	(23,072)	8%
Net Change in Fund Balance	<b>2,318</b>	<b>23,492</b>	<b>0</b>	<b>23,492</b>	<b>100%</b>

**Ovilla Fire Department Auxiliary**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>Revenues</b>					
40000800 - Other Revenue	0	3,050	7,500	(4,450)	41%
4000815 - Gifts	0	0	500	(500)	0%
4000830 - Vending Machines	0	3,050	8,000	(4,950)	38%
<b>Total 4000800 - Other Revenue</b>	<b>0</b>	<b>3,050</b>	<b>8,000</b>	<b>(4,950)</b>	<b>38%</b>
<b>Total Revenues</b>	<b>0</b>	<b>3,050</b>	<b>8,000</b>	<b>(4,950)</b>	<b>38%</b>
<b>Expenditures</b>					
5332100 - Employee Benefits	0	0	100	(100)	0%
5332196 - Membership Dues	0	0	100	(100)	0%
<b>Total 5332100 - Employee Benefits</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
5333400 - Maintenance Supplies and Parts	86	352	1,750	(1,398)	20%
5333460 - Supplies - Miscellaneous	86	352	1,750	(1,398)	20%
<b>Total 5333400 - Maintenance Supplies and Parts</b>	<b>86</b>	<b>352</b>	<b>1,750</b>	<b>(1,398)</b>	<b>20%</b>
5334200 - Travel Expenses	0	0	150	(150)	0%
5334220 - Professional Development	0	0	150	(150)	0%
<b>Total 5334200 - Travel Expenses</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>(150)</b>	<b>0%</b>
5335700 - Other Expense	0	394	3,000	(2,606)	13%
5335735 - Official Functions	0	2,980	3,000	(20)	99%
5335765 - Miscellaneous	0	3,374	6,000	(2,626)	56%
<b>Total 5335700 - Other Expense</b>	<b>86</b>	<b>3,726</b>	<b>8,000</b>	<b>(4,274)</b>	<b>47%</b>
<b>Total Expenditures</b>	<b>(86)</b>	<b>(676)</b>	<b>0</b>	<b>(676)</b>	<b>100%</b>
<b>Net Change in Fund Balance</b>	<b>(86)</b>	<b>(676)</b>	<b>0</b>	<b>(676)</b>	<b>100%</b>

**Ovilla Police Department Special Fund**  
**Profit & Loss Budget Performance**  
**October 2013 through July 2014**

	July 14	Oct '13 - July 14	Budget	\$ Over (Under) Budget	% of Budget Thru July 83%
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	0	350	1,000	(650)	35%
4000880 · Reduction of Fund Balance	0	0	4,365	(4,365)	0%
Total 4000800 · Other Revenue	0	350	5,365	(5,015)	7%
<b>Total Revenues</b>	<b>0</b>	<b>350</b>	<b>5,365</b>	<b>(5,015)</b>	<b>7%</b>
<b>Expenditures</b>					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	2,692	3,517	3,517	0	100%
Total 5232600 · Special Expenses	2,692	3,517	3,517	0	100%
5235500 · Repairs and Bldg Improvements					
5235540 · Repairs - Machinery & Equipment	56	56	100	(44)	56%
Total 5235500 · Repairs and Bldg Improvements	56	56	100	(44)	56%
5235700 · Other Expense					
5235735 · Official Functions	0	80	80	0	100%
Total 5235700 · Other Expense	0	80	80	0	100%
5236400 · Minor Capital Outlay					
5236440 · Machinery and Equipment	0	1,220	1,668	(448)	73%
Total 5236400 · Minor Capital Outlay	0	1,220	1,668	(448)	73%
5239000 · Reserves					
5239010 · Administrative Reserves	0	0	0	0	0%
Total 5239000 · Reserves	0	0	0	0	0%
<b>Total Expenditures</b>	<b>2,748</b>	<b>4,873</b>	<b>5,365</b>	<b>(492)</b>	<b>91%</b>
<b>Net Change in Fund Balance</b>	<b>(2,748)</b>	<b>(4,523)</b>	<b>0</b>	<b>(4,523)</b>	<b>100%</b>

CONSENT ITEMS C1, C2

Meeting Date: August 25, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

**Attachments:**

- C1. Financial Transactions of July 2014
- C2. Minutes of the July 28, 2014 Special Budget Workshop & Meeting

**Discussion / Justification:**

**Recommendation / Staff Comments:**

Staff recommends approval.

Sample Motion(s):

*I move to approve the consent items as presented.*

## City of Ovilla Expenditures in July 2014 Over \$5,000

### General Fund

Date	Check#	Payee	Description	Amount
07/22/2014	42704	Bureau Veritas North America, Inc.	Building Inspection	8,047.76
07/08/2014	42643	City of Midlothian	EMS Emergency Transport Service	15,889.75
07/08/2014	42648	Ellis County Precinct #4	Westmoreland/South of FM 664	77,600.00
07/08/2014	42653	Gexa Energy, LP	Electricity	9,692.99
07/08/2014	42666	Progressive Waste Solutions of Tx, Inc.	Waste Pick-up	16,692.00
07/02/2014	ACH	QuickBooks Payroll Service	Created by Payroll Service on 07/01/2014	32,432.51
07/17/2014	ACH	QuickBooks Payroll Service	Created by Payroll Service on 07/15/2014	33,727.89
07/31/2014	ACH	QuickBooks Payroll Service	Created by Payroll Service on 07/29/2014	32,894.00
07/16/2014	42655	Shell	Fuel	5,140.03
07/08/2014	42667	STATE COMPTROLLER	Quarter ended 6/30/14	10,073.84
07/09/2014	42677	T. M. R. S.	Retirement	9,285.58
07/08/2014	42670	TEXAS MUNICIPAL LEAGUE IRP	Quarterly TML Insurance Pmt.	12,849.75
07/09/2014	EFTPS	United States Treasury	75-13983345/941 3rd Qtr 2014	6,658.36
07/23/2014	EFTPS	United States Treasury	75-13983342/941 3rd Qtr 2014	6,862.48
07/22/2014	42717	Yeldell, Wilson & Co., P.C.	Accounting Service	10,709.75
<b>Total General Fund Transactions Paid in July 2014 \$5,000 and Over</b>				<b>\$288,526.69</b>

### Water & Sewer Fund

Date	Check#	Payee	Description	Amount
07/08/2014	15525	City of Dallas	Water Purchase	28,206.81
07/01/2014	15521	City of Ovilla General Fund	Quarterly Payroll Transfer 25%	12,869.71
07/03/2014	15522	City of Ovilla General Fund	7/3/14 payroll	7,561.20
07/15/2014	15539	City of Ovilla General Fund	7/18/14 payroll & balance to date	7,729.23
07/29/2014	15561	City of Ovilla General Fund	June 2014 Solid Waste Fee	19,040.13
<b>Total Water &amp; Sewer Fund Transactions Paid in July 2014 \$5,000 and Over</b>				<b>\$75,407.08</b>

# CITY OF OVILLA MINUTES

*Monday, July 28, 2014*  
*Special City Council Meeting*  
*105 S. Cockrell Hill Road, Ovilla, TX 75154*

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Mayor Dormier called the Special Council Meeting of the Ovilla City Council to order at 5:10 P.M. The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
Doug Hunt	Council Member, Place 4 (arrived 6:39 pm)
Dean Oberg	Council Member, Place 5
Absent: David Griffin	Mayor Pro Tem, Place 3

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

## REGULAR AGENDA

**ITEM 1.** **DISCUSSION/ACTION** - Receive presentation from Boyd London of First Southwest regarding the potential purchase of a Fire Engine and take action as necessary to direct staff.

Mr. Boyd London with First Southwest distributed documentation together with a proposed annual debt service and schedules for review and to discuss various options to fund a fire engine as requested by the Fire Department for the Fiscal Year 2014-2015.

**No Action.**

**ITEM 2.** **DISCUSSION/ACTION** – Workshop and review of the proposed Fiscal Year 2014-2015 Budget, discuss the preliminary determination of the tax rate, and direct staff as necessary.

City Administrator highlighted the Fiscal Year 2014-2015 budget revenue and expenditure projections:

1. Adjustments were made to corresponding line items related to development based on a projection of 30 homes in 2014-2015. New development was not included in presented preliminary budget.
2. Outstanding revenue items for the General Fund include confirmations from ESD#2 and ESD#4.
3. Budget expenditure projections were completed for electricity, worker's compensation, liability and property insurance, health insurance, and four quarterly newsletters.
4. Employee retirement system, TMRS, presented increased allocations.
5. Overtime for the position of Code Enforcement Officer was revised to include attendance to Municipal Court, Board of Adjustment, and Planning and Zoning meetings.
6. Debt service for FY2014-2015 was reported at \$572,425.
7. The budget includes an estimated \$415,325 from ad valorem taxes; the contribution from the Water & Sewer fund of \$142,430, including the balance from interest and fund balance.
8. Water and Sewer Utility Fund includes the proposed rate increase of 3.5% received from City of Dallas for the cost of wholesale water. Council will need to consider passing on the rate increase to the water customers.
9. The Compensation Study was not complete. Four cities had responded to inquiries to date.

Additional items included in the proposed preliminary budget were the required impact fee study from the Water and Sewer Impact Fund; the required revision to the Comprehensive Land Use Plan; Water Street Waterline; road repairs to Water Street after waterline construction; and the City's estimated portion for ROW acquisition and utility relocation total for FM664 over three years.

Supplement Capital and Personnel items not presented in the proposed preliminary budget included:

Capital Expenditures:

- Public works truck ~ \$35,000 (the old truck would replace the animal control truck).
- Fire engine and financing options (multi-year) ~ \$560,000. Boyd London with First Southwest Securities presented options of using tax notes to finance the Engine.
- Police patrol vehicle ~ \$44,500

Personnel:

- Police officer position and benefits ~ \$40,000

The proposed for FY2014-2015 was prepared with the current tax rate of \$0.6719. The preliminary maintenance and operations rate was set at the current year's rate of \$.05019, with the debt rate (I&S) at the current year's rate of \$0.17. Council inquired on specific line item expenditures and needs assessments.

**No Action.**

**ITEM 3. DISCUSSION/ACTION** – Consideration of a proposed tax rate for the Fiscal Year 2014-2015 Budget and take a record vote.

**PRELIMINARY DETERMINATION OF TAX RATE:** Certified tax values for both Dallas and Ellis Counties were received. The total taxable value (provided by Ellis County) for 2014 is \$261,857,352 compared to last year of \$248,160,741. Tax revenue was based on a 98% collection rate. Property Tax Rate options for Ovilla:

Preceding Year's Tax Rate	\$0.671900 per \$100 valuation
Effective Tax Rate	\$0.655815 per \$100 valuation
Rollback Tax Rate	\$0.730090 per \$100 valuation

If Council chose to remain with the current rate, it would increase revenue over \$20,000 and two public hearings would be required. The City would face a deficit if went Council decided to go with the Effective Rate. The Rollback Tax Rate would provide a surplus around \$170,000. This is the highest rate before taxpayers can begin rollback procedures.

**No Action.**

**ITEM 4. DISCUSSION/ACTION** – Consider and Schedule Dates for Two Public Hearings on the Proposed Tax Rate for Fiscal Year 2014-2015.

**No Action.**

**REQUESTS FOR FUTURE AGENDA ITEMS**

1. PL1 Huber	None
2. PL2 Stevenson	None
3. PL3 Griffin	None
4. PL4 Hunt	None
5. PL5 Oberg	None
6. Mayor	None

**ADJOURNMENT**

There being no further business, Mayor Dormier adjourned the meeting at 7.04 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

*Approved August 25, 2014*

## AGENDA ITEM REPORT

### Item(s): 1

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Cyndy Powell, CA

Amount: Not to exceed \$166,000

Reviewed By:  City Administrator  City Secretary  City Attorney

Accountant  Other \_\_\_\_\_

#### Attachments:

1. Resolution R2014-028
2. Report of Bids for Medical, Voluntary Dental, Voluntary Vision, and Basic Life AD&D

#### Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – *Consideration* of and action on Resolution R2014-028 authorizing the Mayor to execute, for and on behalf of the City of Ovilla, Texas necessary documents for group health insurance benefits effective October 01, 2014.

#### Discussion / Justification:

The City received a 29% annual re-rate from the current health insurance provider, Blue Cross Blue Shield and found it necessary and beneficial to seek proposals for medical insurance. Joe McFadin with Wellspring Insurance Agency, Inc. prepared the bid specifications on behalf of the City and received five proposals from Blue Cross Blue Shield, Aetna, Assurant, United Healthcare, and Texas Municipal League.

The City currently pays 100% of the employee's health insurance premium. The City offers employees and their families' voluntary dental, voluntary vision, and currently life insurance is included through TMRS at 1 x salary. Comparative analysis is provided for review.

Mr. McFadin met with the Employee Wellness and Benefits Advisory Committee to review the analysis with staff. Staff was supportive of the recommendation to change health insurance providers to United Healthcare AARF Open Access plan with an 80/50% co-insurance with a \$500/\$1500 deductible. United's proposal is competitive and is \$37,000 less than the Blue Cross Blue Shield proposed re-rate of \$166,054.00, a 29% increase. If approved, the total cost for health insurance for employees with United Healthcare for FY2014-2015 would be \$135,194.40.

#### Recommendation / Staff Comments:

Staff recommends the approval of United Healthcare AARF Plan for group health insurance effective October 01, 2014; Aetna Freedom of Choice for voluntary dental; and Block Vision for voluntary vision.

#### Sample Motion(s):

*I move to approve/deny approval of Resolution R2014-028 authorizing the Mayor to execute, for and on behalf of the City of Ovilla, Texas necessary documents for group health insurance with \_\_\_\_\_; and for voluntary dental with \_\_\_\_\_; and for voluntary vision benefits with \_\_\_\_\_ effective October 01, 2014.*

RESOLUTION NO. R-2014-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS NECESSARY DOCUMENTS FOR GROUP HEALTH INSURANCE BENEFITS WITH \_\_\_\_\_; AND FOR VOLUNTARY DENTAL BENEFITS WITH \_\_\_\_\_; AND FOR VOLUNTARY VISION BENEFITS WITH \_\_\_\_\_, EFFECTIVE OCTOBER 01, 2014.

\*\*\*\*\*

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

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute the necessary documents for group health insurance benefits with \_\_\_\_\_ effective October 01, 2014.

Section 2. The City Council of the City of Ovilla hereby authorizes the Mayor to execute the necessary documents for voluntary dental insurance benefits with \_\_\_\_\_ effective October 01, 2014.

Section 3. The City Council of the City of Ovilla hereby authorizes the Mayor to execute the necessary documents for voluntary vision insurance benefits with \_\_\_\_\_ effective October 01, 2014.

Section 4. A copy of the said documents are attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

APPROVED: \_\_\_\_\_

Richard Dormier, **MAYOR**

ATTEST: \_\_\_\_\_

Pamela Woodall, **CITY SECRETARY**



# City of Ovilla



**Prepared by: Joe McFadin**



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- I. Report of Bids
- II. Medical:
  - Proposal/Analysis
- III. Voluntary Dental:
  - Proposal/Analysis
- IV. Voluntary Vision:
  - Proposal/Analysis
- V. Basic Life/AD&D:
  - Proposal/Analysis



# CITY OF OVILLA

## MEDICAL RATES EFFECTIVE DATE: OCTOBER 1, 2014

		Monthly Premium	# of Employees	Monthly Total	Annual Premium	Percent of Current
Blue Cross RS04	Employee Only	\$551.12	15	\$8,266.80	\$99,201.60	
80/60% Coinsurance	Employee Spouse	\$1,289.92	0	\$0.00	\$0.00	
\$500/\$1500 Deductible	Employee Child(ren)	\$1,352.97	0	\$0.00	\$0.00	
\$20 Dr OV Copay	Employee Family	\$2,091.80	1	\$2,091.80	\$25,101.60	
\$20/\$35/\$50 RX			16	\$10,358.60	\$124,303.20	
\$2500/\$7500 OOP Max	ACA Fee			\$361.52	\$4,338.24	
	TOTAL			\$10,720.12	\$128,641.44	100%
Blue Cross RS04	Employee Only	\$749.05	15	\$11,235.75	\$134,829.00	
80/60% Coinsurance	Employee Spouse	\$1,651.11	0	\$0.00	\$0.00	
\$500/\$1500 Deductible	Employee Child(ren)	\$1,700.07	0	\$0.00	\$0.00	
\$20 Dr OV Copay	Employee Family	\$2,602.13	1	\$2,602.13	\$31,225.56	
\$20/\$35/\$50 RX			16	\$13,837.88	\$166,054.56	129%
\$2500/\$7500 OOP Max						
BCBS G623 CHC	Age Banded Rates					
100/80% Coinsurance						
\$1000/\$3000 Deductible						
\$15/\$40 Dr OV Copay						
\$0/\$10/\$35/\$75/\$150 RX						
\$3500/\$10500 OOP Max (Incl Deductible)						
Options 1						
Options 2						
Options 3						
United Healthcare AARF	Employee Only	\$625.90	15	\$9,388.50	\$112,662.00	
Open Access 8/50% Coinsurance	Employee Spouse	\$1,314.39	0	\$0.00	\$0.00	
\$500/\$1500 Deductible	Employee Child(ren)	\$1,189.21	0	\$0.00	\$0.00	
\$0/\$25/\$50 Dr OV Copay	Employee Family	\$1,877.70	1	\$1,877.70	\$22,532.40	
\$20/\$45/\$80 RX			16	\$11,266.20	\$135,194.40	105%

Total Monthly Health Cost includes the effects of Health Insurer and Reinsurance Fees, plus any federal and state taxes applicable to these fees.

## CITY OF OVILLA

### VOLUNTARY DENTAL RATES    EFFECTIVE DATE: OCTOBER 1, 2014

	Monthly Premium	# of Employees	Monthly Total	Annual Premium	Percent of Current
<b>Aetna Freedom of Choice</b>					
Employee Only	\$29.70	5	\$148.50	\$1,782.00	
Employee Spouse	\$57.10	2	\$114.20	\$1,370.40	
Employee Child(ren)	\$56.60	2	\$113.20	\$1,358.40	
Employee Family	\$86.50	2	\$173.00	\$2,076.00	
	<b>11</b>		<b>\$548.90</b>	<b>\$6,586.80</b>	<b>100%</b>
<b>REVIEW</b>					
<b>Aetna Freedom of Choice</b>					
Employee Only	\$26.40	5	\$132.00	\$1,584.00	
Employee Spouse	\$50.70	2	\$101.40	\$1,216.80	
Employee Child(ren)	\$50.30	2	\$100.60	\$1,207.20	
Employee Family	\$76.80	2	\$153.60	\$1,843.20	
	<b>11</b>		<b>\$487.60</b>	<b>\$5,851.20</b>	<b>89%</b>
<b>REVIEW</b>					
<b>DHMO</b>					
100/90/60% Coinsurance					
\$5 Doc OV Copay					
No maximum benefit					
Ortho copay \$2300					
Endo/Perio-Major					
<b>DHMO</b>					
100/90/60% Coinsurance					
\$5 Doc OV Copay					
No maximum benefit					
Ortho copay \$2300					
Endo/Perio-Major					



## CITY OF OVILLA

### VOLUNTARY VISION RATES    EFFECTIVE DATE: OCTOBER 1, 2014

		Monthly Premium	# of Employees	Monthly Total	Annual Premium
<b>Block Vision</b>	Employee Only	\$5.95	15	\$89.25	\$1,071.00
	Employee & Spouse	\$10.15	0	\$0.00	\$0.00
	Employee & Child(ren)	\$10.75	0	\$0.00	\$0.00
	Employee Family	\$16.15	1	\$16.15	\$193.80
		<b>16</b>	<b>16</b>	<b>\$105.40</b>	<b>\$1,264.80</b>

MARKET 1

Frequency 12/12/24/12  
Copays: \$20/\$25  
Requires Min of 10 Participants  
36 month rate guarantee



## CITY OF OVILLA

### Basic Life/AD&D Insurance

	Basic Life/AD&D Insurance						Ann Total Life/AD&D
	Basic Life Rate Per \$1,000	Monthly Premium	Annual Premium	AD&D Rate Per \$1,000	Monthly Premium	Annual Premium	
Metlife	\$0.169	\$57.42	\$689.01	\$0.027	\$9.17	\$110.08	\$66.59
			Coverage \$15,000 Per Employee				\$799.09

AGENDA ITEM REPORT  
Item(s): 2

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Cyndy Powell, CA

Amount: \$N/A Account: \_\_\_\_\_

Reviewed By:  City Administrator  City Secretary  City Attorney

Accountant  Other \_\_\_\_\_

Attachments:

1. Resolution R2014-029

2. Trust Agreement

Agenda Item / Topic:

ITEM 2. *DISCUSSION/ACTION* - *Consideration* of and action on Resolution R2014-029 establishing an Insurance Trust Fund, appointing a Plan Administrator, a Trustee, and Depository Institution for the Insurance Trust Fund and authorizing the Mayor to execute such Trust Agreement, which is attached hereto as Exhibit A, for and on behalf of the City of Ovilla, Texas, Employee Benefit Insurance Trust Agreement Effective September 01, 2014.

Discussion / Justification:

Staff recommends establishing the City of Ovilla Employee Benefit Insurance Trust Fund for the purpose of paying insurance premiums for such plans selected for medical, dental, vision, basic life/accidental death and dismemberment, and disability plans determined by City Council. Establishing the Trust will relieve the City of paying taxes on the insurance premiums. Staff recommends the City Administrator be designated as the Plan Administrator and the City Secretary be designated as the Trustee. Staff recommends Prosperity Bank, Red Oak, be designated the Depository Institution. The minimum state premium tax is 1.75%, but could be as high as 2.5% based upon the individual insurance carrier. While the savings is not a significant amount of money, it still represents savings of approximately \$2,000 annually.

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2014-029.

Sample Motion(s):

*I move to approve/deny Resolution R2014-029 establishing an Insurance Trust Fund, Appointing a Plan Administrator, a Trustee, and Depository Institution for the Insurance Trust Fund, and authorizing the Mayor to execute the City of Ovilla Employee Benefit Insurance Trust Agreement as presented.*

RESOLUTION NO. R-2014-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS ESTABLISHING AN INSURANCE TRUST FUND, APPOINTING A PLAN ADMINISTRATOR, A TRUSTEE, AND DEPOSITORY INSTITUTION FOR THE INSURANCE TRUST FUND AND AUTHORIZING THE MAYOR TO EXECUTE SUCH TRUST AGREEMENT, WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, THE CITY OF OVILLA EMPLOYEE BENEFIT INSURANCE TRUST AGREEMENT EFFECTIVE SEPTEMBER 01, 2014.

\*\*\*\*\*

Whereas, the City of Ovilla, Texas (the "City"), finds a benefit to establishing and Employee Benefit Insurance Trust Fund to be relieved from taxes paid on insurance premiums; and

Whereas, such Trust calls for the appointment of a Plan Administrator and Trustee; and

Whereas, the City Council desires to designate an initial depository institution for such Trust Fund.

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

Section 1. The City Council of the City of Ovilla hereby establishes the Employee Benefit Insurance Trust Fund, which Trust Agreement is attached hereto as Exhibit A, having been reviewed by the City Council of the City of Ovilla, Texas.

Section 2. The City Council of the City of Ovilla hereby appoints the City Administrator to serve as Plan Administrator for the Employee Benefit Insurance Trust Fund.

Section 3. The City Council of the City of Ovilla hereby appoints the City Secretary to serve as the Trustee for the Employee Benefit Insurance Trust Fund.

Section 4. The City Council of the City of Ovilla hereby designates Prosperity Bank, Red Oak, as the initial depository institution for the Employee Benefit Insurance Trust Fund.

PASSED, APPROVED, AND RESOLVED this 25<sup>th</sup> day of August 2014.

APPROVED: \_\_\_\_\_

Richard Dormier, **MAYOR**

ATTEST: \_\_\_\_\_

Pamela Woodall, **CITY SECRETARY**

## TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") was made and entered into as of September 1, 2014 by and between the City of Ovilla, Texas (the "City") and Pamela Woodall (the "Trustee"). To date, no funds of the Trust have been used to pay any expenses of the Trust or the Trustee other than to pay the premiums for the coverages in Exhibit A of the Trust Agreement.

### PREMISES

WHEREAS, the City has heretofore adopted one or more insured employee welfare benefit plans which are set forth in Exhibit A attached hereto (the "Plan") the sole purpose of which is to provide health, medical and/or life benefits solely for the employees of the City and their eligible dependents covered by the Plan;

WHEREAS, the City is the Plan Administrator appointed to administer the Plan and the claims thereunder;

WHEREAS, the insurance policy or policies described on Exhibit A attached hereto and made a part hereof for all purposes (individually and collectively, the "Policy"), as and when issued in the name of the Trustee, will constitute a trust fund (the "Trust Fund") to be held for the benefit of the employees and their eligible dependents under and in accordance with the Plan;

WHEREAS, the City desires the Trustee to hold and administer the Trust Fund under the trust created by this Agreement (the "Trust"), and the Trustee is willing to hold and administer such Trust Fund, pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the City and the Trustee agree as follows:

### ARTICLE I -- CONTRIBUTIONS

1.1 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by it pursuant to this Agreement.

1.2 Premiums. Premiums to keep the Policy in force shall be paid by the City or by its employees or by a combination thereof unless the Trustee is directed to pay all or a portion of such premiums from the Trust Fund

## ARTICLE II -- PAYMENTS FROM TRUST FUND

2.1 Payments Directed by Plan Administrator. The Trustee shall from time to time, at the Plan Administrator's direction, make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct.

2.2 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of covered employees and their dependents. Any taxes and administration expenses for which the Trust is liable will be made from the City Fund, not the Trust Fund as provided for herein.

## ARTICLE III -- INVESTMENTS

3.1 Powers. The Trustee is a nondiscretionary Trustee who does not have discretion or authority with respect to the investment or administration of the Trust Fund. The Trustee will act solely as a directed trustee of the Policy and any other funds contributed to the Trust Fund; provided, however, that the contribution of any other such funds shall be consistent with the purpose of the Trust as described above in the PREMISES section of this Agreement. The Plan Administrator shall have sole authority to direct the Trustee with respect to the exercise of its powers under this Agreement. Subject to the foregoing provisions of this section, the Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement, shall have the following powers and authorities:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust; provided, however, that the Trustee is prohibited from selling or purchasing stock options;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other similar rights, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;

- (d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To borrow or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (f) To keep such portion of the Trust Fund in cash or cash balances as may be in the best interests of the trust created hereby, without liability for interest thereon;
- (g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i) To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings;
- (j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, such agents or counsel may not be agents or counsel for the City;
- (k) To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustee's bank;
- (l) To invest in Treasury Bills and other forms of United States government obligations;
- (m) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations; and
- (n) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

3.2 More Than One Trustee. If there shall be more than one trustee under this Agreement, they shall act by a majority of their number, but may authorize any one or more of them to sign papers

and instruments on their behalf.

**3.3 Fees and Expenses.** The Trustee may be paid such reasonable compensation as shall from time to time be agreed upon in writing by the City and the Trustee. An individual serving as Trustee who already receives compensation as an employee from the City shall not receive compensation from this Trust. The Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel and accounting fees, incurred by the Trustee in the administration of the Trust Fund. Such compensation and expenses shall be paid from the City Fund.

#### ARTICLE IV -- TRUSTEE'S DUTIES

**4.1 General.** The Trustee shall discharge its duties under this Agreement solely in the interest of the employees covered under the Plan and their dependents and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of applicable law, as this Agreement and such law may be from time to time amended; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

**4.2 Indemnification.** The City agrees, to the extent permitted by law, to indemnify and hold the Trustee harmless from and against any liability that the Trustee may incur in the administration of the Trust Fund, unless arising from the Trustee's own willful breach of the provisions of this Agreement. The Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Agreement, except such as may be required by a law which prohibits the waiver thereof.

**4.3 Accounts and Records.** The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator.

**4.4 Limitation on Trustee's Liability.** The Plan Administrator shall administer the Plan as provided therein, and the Trustee shall not be responsible in any respect for administering the Plan nor shall the Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The Trustee shall be entitled conclusively to rely upon any notice, instruction, direction or other communication of the Plan Administrator.

#### ARTICLE V -- RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

**5.1 Resignation.** The Trustee may resign at any time by giving 30 days' notice in writing to the

City.

5.2 Removal. The City may remove the Trustee at any time upon 30 days' notice in writing to the Trustee.

5.3 Successor Trustee. Upon the resignation or removal of the Trustee, the City shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum of money, as it may deem advisable, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

5.4 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the City may in writing waive any notice of resignation or removal as may otherwise be provided hereunder.

## ARTICLE VI -- AMENDMENT AND TERMINATION OF AGREEMENT

6.1 Amendment. Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing. No such amendment shall authorize or permit any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the employees and their dependents; no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the City; and no such amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.

6.2 Termination. This Agreement may be terminated at any time by the City, and upon such termination, the Trust Fund shall be paid out and/or transferred by the Trustee as and when directed by the Plan Administrator or the City, in accordance with the provisions of Article II hereof and the terms of the Plan.

## ARTICLE VII -- GENERAL

7.1 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the City, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust.

7.2 Protective Clause. Neither the City nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which

may delay payment or render a contract null and void or unenforceable in whole or in part.

7.3 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of Texas. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

7.4 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.5 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

CITY OF OVILLA  
105 S. COCKRELL HILL RD.  
OVILLA, TX. 75154

By \_\_\_\_\_

Mayor Richard Dormier

TRUSTEE

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Exhibit A**  
**City of Ovilla, Texas**  
**Trust Agreement**

**Effective September 1, 2014\***

The City of Ovilla, Texas “Single Non-Profit Trust Agreement” covers the following welfare benefit plans:

- Medical
- Dental
- Vision
- Basic Life/Accidental Death and Dismemberment
- Disability

\*Premiums will be moved to the Trust’s bank account in order for the Trust to begin payment of premiums.

AGENDA ITEM REPORT  
Item(s): 3

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Revenue:  YES  NO  N/A

Submitted By: Philip Brancato, Fire Chief

Amount: \$160,000 Account: \_\_\_\_\_

Reviewed By:  City Administrator  City Secretary  City Attorney

Accountant  Other \_\_\_\_\_

Attachments:

1. Resolution R2014-030
2. Interlocal Cooperation Agreement 2014-2015

Agenda Item / Topic:

ITEM 3. *DISCUSSION/ACTION - Consideration* of and action on Resolution R2014-030 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #2 and the City of Ovilla for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and Incorporated herein as Exhibit A, authorizing the Mayor to execute said Agreement; and providing an effective date of October 1, 2014.

Discussion / Justification:

The proposed Interlocal Agreement by and between the City of Ovilla and Emergency Services District #2 for the provision of fire protection service, provides for increased funding to support extended hours for part-time fire fighters between the hours of 4:00 p.m. and 8:00 p.m. on Monday through Friday, and for compensated volunteers between the hours of 7:00 am. and 7:00 p.m. on Saturday and Sunday. The ESD#2 has proposed to increase funding for a total of \$160,000 for the provision of services and station staffing as described. Last year's funding was \$145,000.

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2014-030.

Sample Motion(s):

*I move that Council approve/deny Resolution R2014-030 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #2 and the City of Ovilla for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and Incorporated herein as Exhibit A, authorizing the Mayor to execute said Agreement; and providing an effective date of October 1, 2014, as presented.*

RESOLUTION NO. R2014-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL COOPERATION AGREEMENT BY, BETWEEN, AND AMONG ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2 AND THE CITY OF OVILLA FOR FIRE PROTECTION AND EMERGENCY MEDICAL FIRST RESPONDER SERVICES TO THE DISTRICT, WHICH AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented an Interlocal Cooperation Agreement by, between, and among Ellis County Emergency Service District #2 and the City of Ovilla to provide fire protection and emergency medical first responder services to the District, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement on behalf of the City of Ovilla, Texas.

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

**SECTION 1.**

That the Interlocal Cooperation Agreement by, between, and among Ellis County Emergency Service District #2 and the City of Ovilla to provide fire protection and emergency medical first responder services to the District, which Agreement is attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Ovilla, Texas, is hereby, in all things approved; and, the Mayor is hereby authorized to execute the Agreement on behalf of the City of Ovilla, Ellis County, Texas.

**SECTION 2.**

That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, this 25<sup>th</sup> day of August, 2014.**

**APPROVED:**

---

**Richard Dormier, Mayor**

**ATTEST:**

---

**Pamela Woodall, City Secretary**

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September, 2014, by and between Ellis County Emergency Services District #2, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation, located in Ellis and Dallas Counties, 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 #2 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 October 1, 2014 to and through September 30, 2015.

**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 Ovilla to the areas determined by agreement with the Midlothian Fire Chief as stated in Exhibit A of this agreement.

**SECTION 3.  
RESPONSE AREA AND DISPATCH PROCEDURES**

The Fire Chief for the City and the Midlothian Fire Department (MFD) Fire Chief will agree upon response criteria, response area, and dispatch procedures for the City and the MFD for all calls within the boundaries of the District as stated in Exhibit A of this agreement.

**SECTION 4.  
9-1-1 COORDINATOR**

The Fire Chief of the City of Midlothian will be the 9-1-1 coordinator for the Ellis County Emergency Service District #2 response area.

**SECTION 5  
STATION STAFFING**

The Ovilla Fire Department will staff the station with two TCFP-certified firefighter/paramedics 24 hours each day, and one TCFP-certified firefighter twelve hours each day Monday through Friday during daytime hours. This staffing will be supplemented with at least one volunteer firefighter during the night shift. The six current Captain positions will be retained. On Saturdays and Sundays, the department will attempt to have one compensated volunteer on duty from 0700-1900 hrs. For each weekend shift that is staffed, the ESD will reimburse the city \$50. This additional compensation will be added to the amounts paid in accordance with Section 6.

**SECTION 6  
COMPENSATION**

The district agrees to pay City a total of \$160,000 during the agreement period for the provision of services and station staffing as outlined within this agreement. A \$110,000 payment will be made in April of 2015. A \$50,000 payment will be made on September 30, 2015.

**SECTION 7.  
MONTHLY REPORTS**

The City will provide the District monthly fire and EMS reports to responses in the District. The reports shall include response times and staffing to calls in the District. The District will use these reports for District Fire/EMS service plan upgrades to meet State and National standards.

The City will provide a monthly report showing part-time and paid volunteer shifts' staffing.

City will also report quarterly to District the number of volunteer firefighters, certification level of each, and number of calls each member has responded to in the previous quarter.

The City will also provide monthly reports that include the vehicle, driver, and insurance information, when available, for incidents involving vehicles involved in accidents, fire, or hazardous chemical incidents.

## **SECTION 8. DISTRICT'S OFFICE**

The District will designate the Larry C. Marlow Fire Annex building 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 Annex, 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 Annex and use of a computer workstation by District Emergency Commissioners

The District may use the Fire Annex training room for District meetings, CERT training, or other events as agreed upon in advance by the Fire Chief.

## **SECTION 9. 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 10. 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 11.**  
**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 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 (Dispatch Procedures).

Signed this \_\_\_\_\_ day of September, 2014

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

By: Ray J. Reed

Its: President

CITY OF OVILLA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Secretary

AGENDA ITEM REPORT  
Item(s): 4

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Revenue:  YES  NO  N/A

Submitted By: Philip Brancato, Fire Chief

Projected Amount: \$18,745

Reviewed By:  City Administrator  City Secretary  City Attorney

Accountant  Other \_\_\_\_\_

Attachments:

1. Resolution R2014-031
2. Interlocal Cooperation Agreement 2014-2015

Agenda Item / Topic:

ITEM 4. *DISCUSSION/ACTION* – *Consideration* of and action on Resolution R2014-031 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #4 and the City of Ovilla for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute said Agreement; and providing an effective date of October 01, 2014.

Discussion / Justification:

The proposed Interlocal Agreement with ESD#4 provides for a base payment of \$14,000 and an additional \$4,745.00 calculated on the number of runs the Ovilla Fire Department to the ESD#4 made in the prior calendar year 2013. Fiscal year 2014-2015 funding is proposed for a total of \$18,745. This is an increase over last year's funding of \$18,000 and a decrease of \$20,255 from fiscal year 2012-2013.

October 2013 City Council established by Resolution a deadline for providing services to the District based on the District's efforts to call for an election to increase the tax rate to provide funding for the Ovilla Fire Department to serve the District. The ESD#4 Board has stated in this Agreement in Section 17 that the District will pursue to hold an election in May 2014 for the purpose of a tax rate increase to provide additional revenues.

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2014-031.

Sample Motion(s):

*I move to approve/deny Resolution R2014-031 approving the terms and conditions of the Interlocal Cooperation Agreement by, between and among Ellis County Emergency Services District #4 and the City of Ovilla, for Fire Protection and Emergency Medical First Responder Services to the District, which Agreement is attached hereto and incorporated herein as Exhibit A, authorizing the Mayor to execute, said Agreement; and providing an effective date of October 01, 2014 as presented.*

**RESOLUTION NO. R2014-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL COOPERATION AGREEMENT BY, BETWEEN, AND AMONG ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4 AND THE CITY OF OVILLA FOR FIRE PROTECTION AND EMERGENCY MEDICAL FIRST RESPONDER SERVICES TO THE DISTRICT, WHICH AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2014.**

**WHEREAS**, the City Council has been presented an Interlocal Cooperation Agreement by, between, and among Ellis County Emergency Service District #4 and the City of Ovilla to provide fire protection and emergency medical first responder services to the District, a copy of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement on behalf of the City of Ovilla, Texas.

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

**SECTION 1.**

That the Interlocal Cooperation Agreement by, between, and among Ellis County Emergency Service District #4 and the City of Ovilla to provide fire protection and emergency medical first responder services to the District, which Agreement is attached hereto as Exhibit A, having been reviewed by the City Council of the City of Ovilla, Texas, is hereby, in all things approved; and, the Mayor is hereby authorized to execute the Agreement on behalf of the City of Ovilla, Ellis County, Texas.

**SECTION 2.**

That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, this 25<sup>th</sup> day of August, 2014.**

**APPROVED:**

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**Richard Dormier, Mayor**

**ATTEST:**

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**Pamela Woodall, City Secretary**

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 October 1, 2014 to and through September 30th, 2015.

**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 base of \$14,000.00 and \$4745.00 calculated on number of runs for the calendar year 2013 . This would currently provide the City with \$18745.00 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  
GOVERNING 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: Dub Nowell- ESD #4 Pres.  
P.O. Box 2763  
Red Oak, Texas 75154

Notice to City:

Attn: Fire Chief Phillip Brancato  
Ovilla Fire Department

105 S. Cockrel Hill Rd,  
Ovilla, Texas 75154

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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.

AGENDA ITEM REPORT  
Item(s): 5

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Revenue:  YES  NO  N/A

Submitted By: Cyndy Powell, CA

Amount: \$N/A Account: \_\_\_\_\_

Reviewed By:  City Administrator

City Secretary  City Attorney

Accountant

Other

Attachments:

1. Proposed Resolution R2014-032

Agenda Item / Topic:

ITEM 5. *DISCUSSION/ACTION – Consideration of and action on Resolution R2014-032 of the City Council of the City of Ovilla, TX, establishing a deadline for the provision of Fire Services and First Responder Services by the Ovilla Fire Department to Emergency Services District #4.*

Discussion / Justification:

The City Council will consider establishing a deadline and terminating services to ESD #4 to coincide with the results of the ESD's proposed tax rate election in May 2015 or to terminate services with the ESD #4 as of September 30, 2015. Mr. Dub Newell, ESD #4 Board President stated the ESD is committed to holding an election in May 2015 to increase the tax rate to compensate the cities of Red Oak and Ovilla that serve the areas in the district.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

*I move that Council approves/denies Resolution R2014-032, establishing a deadline of \_\_\_\_\_ providing Fire Protection Services and First Responder Services by the Ovilla fire Department to Emergency Services District #4*

**RESOLUTION 2014-032**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, ESTABLISHING A DEADLINE OF \_\_\_\_\_ 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 \_\_\_\_\_.

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 25<sup>th</sup> day of August 2014.**

**ATTEST:**

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Pam Woodall, City Secretary

**APPROVED:**

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Richard A. Dormier, Mayor

AGENDA ITEM REPORT  
Item(s): 6

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Cyndy Powell, CA

Amount: \$24,081.00 Account: various

Reviewed By:  City Administrator  City Secretary  City Attorney  
 Accountant  Other \_\_\_\_\_

Attachments:

1. Summary of Salary Survey Data
2. Salary and Wage Adjustment Proposed by Five Year Staffing Plan Committee

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION –Consideration** of and action on proposed salary adjustments recommended by the Five-Year Staffing Plan Committee effective October 01, 2014 and take action as necessary to direct staff to revise Fiscal Year 2014-2015 Budget.

Discussion / Justification:

In response to Council's request for a salary survey, staff surveyed the cities of Alvarado, Ferris, Joshua, Red Oak, Keene, Glenn Heights and utilized salary data from Texas Municipal League Waters Consulting Salary Data to provide a comparison of the average wage/salary for the City's existing positions. A summary of the analysis was reviewed during the budget process and the Five-Year Staffing Plan Committee was directed to review the data and make a recommendation to Council for consideration in the fiscal year 2014-2015 budget.

The Committee's recommendation includes a wage adjustment of \$1.00 for each of the positions of Administrative Support, Court Clerk, Street Maintenance Crew, Public Works Maintenance Crew, Public Works Support Staff, and two positions in Public Works Sewer, seven (7) positions in all. The Committee's recommendation includes a salary adjustment for Code Enforcement Officer/Building Official position of \$3,864.29 and a salary adjustment of \$2,000.00 for the Public Works Director position. The total adjustment to the FY2014-2015 Budget including payroll taxes and Texas Municipal Retirement System would be \$24,081.00. An adjustment to overtime for each of the affected departments would need to be revised in the proposed FY2014-2015 budget based on approval of wage increases approved by City Council. The savings from Health Insurance premiums budgeted for FY2014-2015 would be used to cover the salary adjustments proposed by the Committee.

Recommendation / Staff Comments:

Staff seeks direction from Council of approval of the recommended adjustments to revise the proposed budget including salaries, payroll taxes, TMRS contributions, and overtime.

Sample Motion(s):

*I move that Council approve/deny the salary adjustments as recommended by the Five-Year Staffing Plan Committee, effective October 1, 2014 and direct staff to revise the FY 2014-2015 Budget accordingly.*

**Salary and Wage Survey August 2014**

AS of August 21, 2014	POPULATION	3,900	3,900	2,440	5,910	12,000	6,256	12,000
	HOLIDAYS	13	11	10	13	13	9	9
	Merit or COLA	3%	5%	n/a	3%	2-3 %	no answer	2% (+\$750)
<b>Job Title</b>	<b>CITY</b>	<b>Orville</b>	<b>Alvarado</b>	<b>Ferris</b>	<b>Joshua</b>	<b>Red Oak</b>	<b>Keene</b>	<b>Glenn Heights</b>
<b>ADMINISTRATION</b>	<b>AVERAGE OF ALL RESPONSES</b>	<b>Actual (or average)</b>						
City Administrator/Manager	\$95,659	\$82,400	\$72,387	\$86,008	\$111,391	\$123,435	\$89,253	\$90,000
City Secretary	\$54,947	\$51,000	\$45,282	\$47,008	\$64,000	\$68,126	\$39,520	\$60,609
Accountant	\$52,299	\$48,000	\$60,267		\$54,142		\$43,680	\$64,000
Administrative Assistant	\$38,696	\$26,790			\$34,403		\$30,316	\$54,910
<b>POLICE</b>								
Police Chief	\$76,779	\$63,648	\$62,210	\$63,253	\$85,000	\$93,000	\$76,897	\$82,264
Police Lieutenant	\$53,099	\$49,793	\$46,571		\$58,708	step	\$52,000	\$58,423
Patrol Sergeant	\$46,364	\$39,312	\$39,749	\$40,955	\$51,910	step	\$48,100	\$50,856
Patrol Officer	\$33,831	\$32,094	\$35,506	\$36,213	\$38,109	step	\$45,240	\$53,664
Patrol Officer/Detective	\$42,154	\$37,170	\$39,374	\$42,994	\$53,102	step	\$39,520	\$40,622
Police Secretary	\$28,491	\$21,154	\$38,875	\$20,800	\$38,958			\$42,861
<b>COURT</b>								
Judge	\$440		\$1,200	\$1,600	\$12,000			
Court Clerk	\$34,973	\$29,660	\$41,392	\$26,686	\$40,889	\$53,370	\$52,811	?
<b>FIRE</b>								?
Fire Chief (Part-time)	\$26.52							
Fire Chief (Full-time)		\$60,267	\$69,992	\$62,500	\$104,276	\$62,005	\$62,005	\$20,316
Firefighter - Captain	\$16.28	\$45,482	\$37,440	Volunteer	step			\$86,435
Firefighter - Lieutenant				Volunteer	step	\$35,703		\$85,512
Firefighter/EMT/Paremedic	\$13.90	\$36,450	\$34,507	Volunteer	step	\$27,612		\$66,976
Firefighter/EMT	\$14.73	\$36,450		Volunteer	step		\$14.47	\$51,000
Firefighter - Volunteer	\$25/\$35/\$50			Volunteer				\$51,000
Fire Marshal	\$14.32	\$48,504		\$55,000.00	\$85,000.00	\$22		\$24,000
<b>COMMUNITY SERVICES</b>								
Animal Control/Code Enforcement/Building Official	\$40,095	\$36,135						\$44,054
Animal Control Officer	\$32,733	\$36,135	\$26,978	\$29,744	\$33,444	\$41,076	\$30,160	\$29,266
Code Enforcement Officer	\$36,974	\$36,135	\$30,701		\$35,000		\$43,908	\$35,235
Building Official	\$57,401	\$36,135	\$37,315	\$60,008	\$52,316	\$74,329		\$40,867
<b>PUBLIC WORKS (W&amp;S, Parks, Streets)</b>								\$84,301
Public Works Director	\$66,976	\$48,862	\$64,000					
Water Superintendent	\$47,376	\$44,942	\$44,450	\$49,400	\$35,235	\$61,320	\$41,100	\$59,613
Utility Maintenance Worker	\$26,765	\$23,733	\$20,800	\$34,008		\$28,000	\$27,622	\$24,128
Utility Billing Clerk	\$35,607	\$37,523	\$37,669	\$32,240	\$27,331	\$35,864	\$30,992	\$29,411
Street Maintenance Worker	\$24,823	\$21,965	\$20,800	\$30,160	\$25,071	\$28,000	\$24,960	\$26,312
PW - Seasonal Maint.	\$9,62		\$10.00	\$8.00		\$10.00	\$10.47	

## Salary and Wage Adjustment Proposed for FY2014-2015

	Earnings 1/Rate	Rate		Payroll Taxes	Full Rate	Budget Adjustment
		2014-2015	2014-2015			
Hourly-Adm Support Staff	12.88	13.88	28,870.40	431.18	2,417.58	2,350.00
Hourly-Court Support Staff	14.26	15.26	31,740.80	474.05	2,657.94	2,348.00
Salary - Code Enforcement	36,135.71	40,000.00	40,000.00	597.40	3,349.56	4,363.00
Hourly-Street Maintenance Crew	10.56	11.56	24,044.80	359.11	2,013.49	2,349.00
Salary - Public Works Director	48,862.41	50,862.00	50,862.00	759.62	4,259.13	2,259.00
Hourly-Public Works Maint Crew	13.43	14.43	30,014.40	448.27	2,513.38	2,347.00
Hourly-Public Works Support Sta	18.04	19.04	39,603.20	591.47	3,316.33	2,350.00
Hourly- Public Works - Sewer	14.53	15.53	32,302.40	482.44	2,704.97	2,349.00
Hourly- Public Works - Sewer	10.25	11.25	23,400.00	349.48	1,959.49	2,749.00

**Total Adjustment to Budget 24,081.00**

## AGENDA ITEM REPORT

Item(s): 7

Meeting Date: August 25, 2014

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Brad Piland, PW Director

Amount: \$20,000 Account: Street Dept.

Reviewed By:  City Administrator  City Secretary  City Attorney

Accountant  Other \_\_\_\_\_

### Attachments:

1. Truck information and photos

### Agenda Item / Topic:

ITEM 7. *DISCUSSION/ACTION – Consideration of and action authorizing the City Administrator to purchase a pothole truck from Ellis County Precinct 4 for \$20,000.*

### Discussion / Justification:

Ellis County Precinct 4 has a used pothole truck for sale. The County has purchased a new, larger vehicle and has offered to sell the City of Ovilla the old truck for \$20,000. The cost is the dollar amount offered for the trade-in value. By acquiring the used pothole truck, staff would be capable of repairing roads that have been rebuilt using the chip seal process, as the truck utilizes the same materials. The truck will allow Ovilla work crews to maintain our roads and make repairs using only two men instead of the four we currently use for hot mix repairs. The truck will be useful for our road repair program in the future if we continue to rebuild our road infrastructure using the chip seal process.

### Recommendation / Staff Comments:

Staff recommends approval of the purchase of a pothole truck from Ellis County Precinct #4 for \$20,000.

### Sample Motion(s):

*I move to approve/deny authorizing the City Administrator to purchase a pothole truck from Ellis County Precinct #4 for \$20,000.*

# EQUIPMENT # # 428 Truck unit # 432

**DESCRIPTION:** Pothole Truck 1999

\* milage 310,378

**MODEL:** (4700) T944E (International)

**SERIAL #:** 1HTSCHBNXXH674380

**ENGINE SERIAL #:** John Deere ser# motor

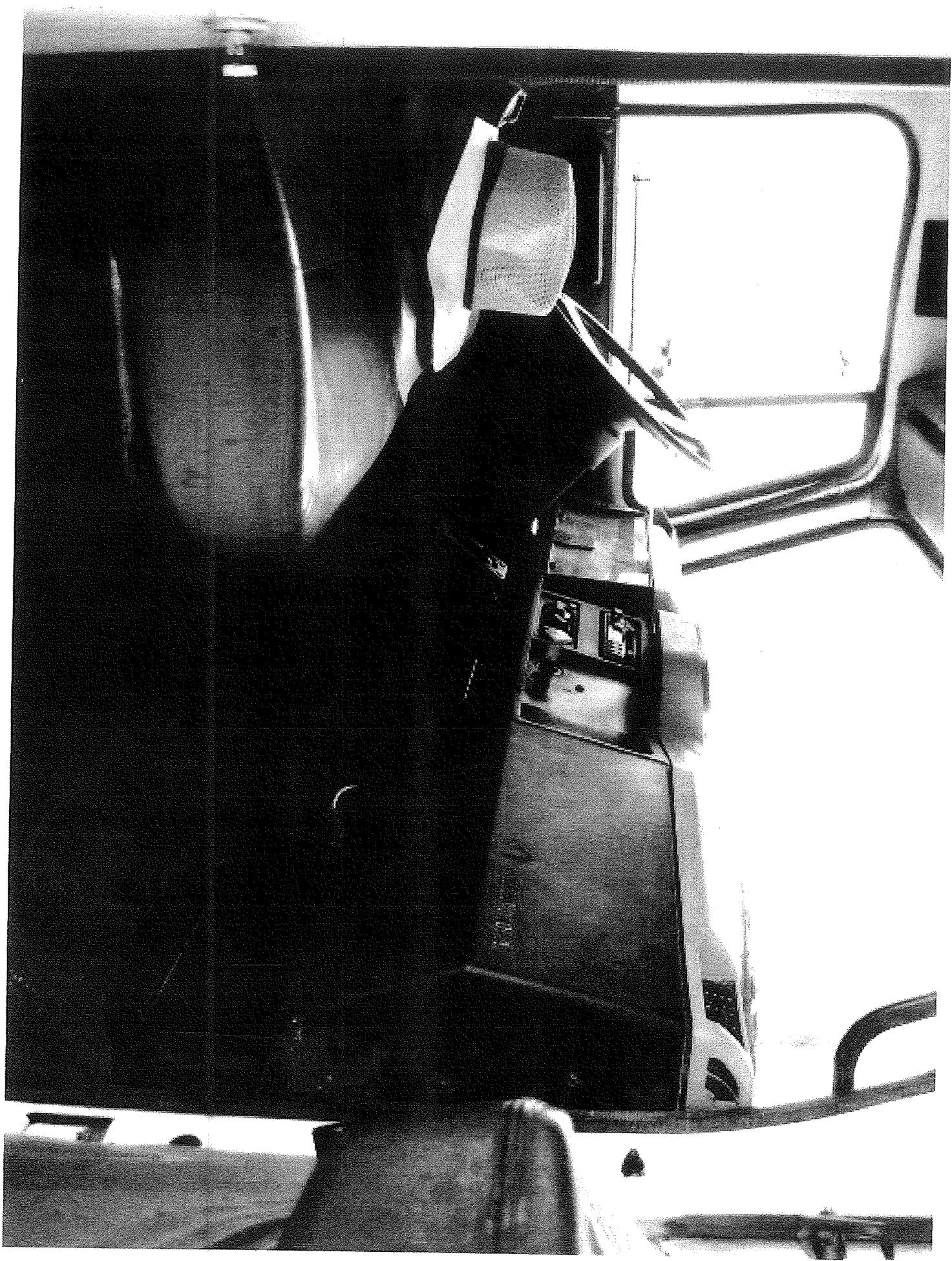
PE4045d400721

\* (Power unit model - 125dITm)

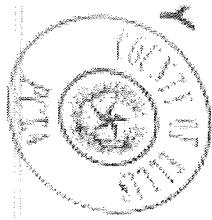
ser# - 14059

HRS. 4,000

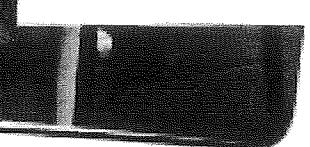
to 4,500



USDOI 089494



'E YOU  
ECKED  
& WATER



432

DURM PATCHER

