

City of OVILLA City Council

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

Richard Dormier, Mayor

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

Monday, April 28, 2014 105 S. Cockrell Hill Road, Ovilla, TX 75154
7:00 P.M. Council Chamber Room

Pursuant to the provisions of Chapter 551 VTCA Government Code, NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, April 28, 2014 at 7:00 P.M. in the City Hall Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items.

I. CALL TO ORDER

- Invocation
- Pledge of Allegiance

II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS & REPORTS

▪ **Citizen Comments**

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

▪ **Department Activity Reports / Discussion**

- Finance Department City Accountant S. Jungman
 - Monthly Financials
- Administration City Administrator C. Powell
 - Activity Report

III. CONSENT AGENDA

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

- A. Authorize Mayor to execute a 5-year Tower Lease Agreement extension between the City of Ovilla and T-Mobile West L.L.C., effective June 01, 2014 through May 31, 2019.
- B. Committed Fund Balance Calculations for Quarter Ending 03-31-2014
- C. Quarterly Investment Report for Quarter Ending 03-31-2014

IV. REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION – Consideration** of and action on recommendation from the scholarship committee regarding applicant selection for the Best Southwest Scholarship Program.

ITEM 2. **DISCUSSION/ACTION – Consideration** of and action on Resolution R2014-013 delegating authority to the Police Chief to determine which type of emergency notifications are to be sent to the CTY subscribers including but not limited to severe thunderstorms, warnings, and watches as necessary.

City of Ovilla City Council

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

Richard Dormier, Mayor

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

- Item 3. **DISCUSSION/ACTION** - Consideration of a draft Social Media Policy and take action as necessary to direct staff.
- ITEM 4. **DISCUSSION/ACTION** - Consideration of and action for approval of proposed ERCOT Bylaws Amendment and Re-election of Unaffiliated Directors for the ERCOT Board of Directors and approve Mayor to execute the Official Consent and Ballot Form.

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.

V. REQUESTS FOR FUTURE AGENDA ITEMS

VI. ADJOURNMENT

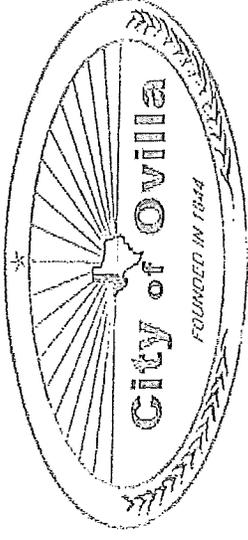
THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the April 28, 2014 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 25th day of April 2014 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.




Pamela Woodall, City Secretary

DATE OF POSTING: 4.25.2014 TIME: 10:00 am/pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

IF YOU OR YOUR REPRESENTATIVE HAVE A DISABILITY THAT REQUIRES SPECIAL ARRANGEMENTS AND YOU PLAN TO ATTEND THIS PUBLIC MEETING, PLEASE CALL THE CITY SECRETARY AT 972-617-7262 WITHIN 24 HOURS OF THE MEETING. REASONABLE ACCOMMODATIONS WILL BE MADE TO MEET YOUR NEEDS AT THE MEETING. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.



DATE: 04-28-14

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

**SUBJECT: Financial Statements
Thru March 2014**

Ovilla Police Department Special Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000800 · Other Revenue					
4000815 · Gifts	0	250	1,000	-750	25%
4000880 · Reduction of Fund Balance	0	0	4,365	-4,365	0%
Total 4000800 · Other Revenue	0	250	5,365	-5,115	5%
Total Resources	0	250	5,365	-5,115	5%
Expense					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	515	2,265	-1,750	23%
5232600 · Special Expenses - Other	170	170			
Total 5232600 · Special Expenses	170	685	2,265	-1,580	30%
5235500 · Repairs and Bldg Improvements					
5235540 · Repairs - Machinery & Equipment	0	0	100	-100	0%
Total 5235500 · Repairs and Bldg Improvements	0	0	100	-100	0%
5235700 · Other Expense					
5235735 · Official Functions	0	0	1,000	-1,000	0%
Total 5235700 · Other Expense	0	0	1,000	-1,000	0%
5236400 · Minor Capital Outlay					
5236440 · Machinery and Equipment	0	908	2,000	-1,092	45%
Total 5236400 · Minor Capital Outlay	0	908	2,000	-1,092	45%
5239000 · Reserves					
5239010 · Administrative Reserves	0	0	0	0	0%
Total 5239000 · Reserves	0	0	0	0	0%
Total Expense	170	1,593	5,365	-3,772	30%
Net Change in Fund Balance	-170	-1,343	0	-1,343	100%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000100 · Taxes					
4000105 · Ad Valorem, Current	15,024	1,202,865	1,220,608	-17,743	99%
4000110 · Ad Valorem, Delinquent	261	1,715	7,800	-6,085	22%
4000113 · Interest/Penalties - Prop Tax	1,038	2,360	6,700	-4,340	35%
4000120 · Sales Tax	13,540	92,159	188,710	-96,551	49%
4000125 · Sales Tax - Street Improvement	3,385	23,040	46,800	-23,760	49%
4000130 · Franchise Tax	16,259	37,734	150,000	-112,266	25%
Total 4000100 · Taxes	49,507	1,359,873	1,620,618	-260,745	84%
4000200 · Licenses and Permits					
4000208 · Building Permits					
4000210 · Residential Building Permits	17,227	55,076	24,000	31,076	229%
4000213 · Fire Inspection Permits	1,950	5,850	1,800	4,050	325%
4000214 · Misc Building Permits	2,194	7,309	11,000	-3,691	66%
Total 4000208 · Building Permits	21,371	68,235	36,800	31,435	185%
4000230 · Plan Review Fee	3,779	13,106	4,800	8,306	273%
4000260 · Alarm Permits	365	890	2,300	-1,410	39%
4000270 · Animal Tag Fees	348	1,692	3,000	-1,308	56%
4000272 · Impound Fees	45	1,565	1,200	365	130%
4000290 · Misc Licenses and Permits	55	315	1,000	-685	32%
Total 4000200 · Licenses and Permits	25,963	85,803	49,100	36,703	175%
4000400 · Charges for Services					
4000325 · ESD #2	0	0	145,000	-145,000	0%
4000330 · ESD #4	6,177	6,177	39,000	-32,823	16%
4000411 · Copies and Maps	12	57	100	-43	57%
4000415 · Police Reports	12	66	150	-84	44%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
4000420 · Park Lights	0	0	350	-350	0%
4000440 · Oak Leaf Animal Control	0	0	800	-800	0%
4000450 · Subdivision Fees	0	0	0	0	0%
4000480 · Solid Waste (Garbage)	18,402	104,888	198,000	-93,112	53%
4000490 · Misc Charges for Services	375	1,118	2,500	-1,382	45%
Total 4000400 · Charges for Services	24,978	112,306	385,900	-273,594	29%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	78	78	4,500	-4,422	2%
4000510 · Fines - Police	6,063	34,107	85,500	-51,393	40%
4000520 · Fines - Animal Control	267	361	1,000	-639	36%
4000525 · Fines - Code Enforcement	544	1,637	2,000	-363	82%
4000590 · Misc Fines and Forfeitures	7	18	345	-327	5%
Total 4000500 · Fines and Forfeitures	6,959	36,201	93,345	-57,144	39%
4000800 · Other Revenue					
4000810 · Heritage Day	0	2,630	9,000	-6,370	29%
4000818 · Loose Proceeds	1,165	1,165	0	1,165	100%
4000820 · Water Tower Lease	3,646	52,312	92,000	-39,688	57%
4000840 · Interest Earned	464	2,501	5,500	-2,999	45%
4000861 · ESD #2 Cert Grant	0	0	0	0	0%
4000867 · HB3667 TX.Forest Service Grant	0	0	0	0	0%
4000870 · Insurance Proceeds	0	564	0	564	100%
4000885 · Proceeds from Sale of Assets	0	0	0	0	0%
4000887 · HOA Revenue	0	0	1,015	-1,015	0%
4000890 · Misc Other Revenue	35	6,577	5,517	1,060	119%
Total 4000800 · Other Revenue	5,310	65,749	113,032	-47,283	58%
4000900 · Transfers In					

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
4000925 · Admin.Rev. received from 4B-EDC	625	1,250	2,500	-1,250	50%
4000930 · Admin. Rev. Rec. From W&S Fund	29,661	59,322	118,643	-59,321	50%
4000940 · Admin.Rev. Rec. from MIDD Fund	125	250	500	-250	50%
4000990 · Reduction in Fund Balance	0	0	228,953	-228,953	0%
Total 4000900 · Transfers In	30,411	60,822	350,596	-289,774	17%
Total Resources	143,128	1,720,754	2,612,591	-891,837	66%
Gross Resources	143,128	1,720,754	2,612,591	-891,837	66%
Expense					
10 · Administration					
5101100 · Salaries & Wages					
5101110 · City Administrator	976	26,551	60,000	-33,449	44%
5101115 · City Secretary	490	18,059	38,250	-20,191	47%
5101117 · City Accountant	318	17,509	37,500	-19,991	47%
5101120 · Admin. Support	155	8,772	19,500	-10,728	45%
5101180 · Merit Raises, Staff	0	0	4,000	-4,000	0%
Total 5101100 · Salaries & Wages	1,939	70,891	159,250	-88,359	45%
5101400 · Support Staff					
5101490 · Overtime	0	81	625	-544	13%
Total 5101400 · Support Staff	0	81	625	-544	13%
5102100 · Employee Benefits					
5102112 · Affordable Health Care Act Fee	342	1,330	3,140	-1,810	42%
5102110 · Group Insurance	2,003	11,966	19,900	-7,934	60%
5102115 · Corrected Tax on Benefits	0	0	0	0	0%
5102135 · TWRS	927	5,827	10,400	-4,573	56%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5102160 · Worker's Compensation	0	220	440	-220	50%
5102170 · Payroll Taxes	237	1,490	3,200	-1,710	47%
5102180 · Unemployment Taxes	0	1,071	1,000	71	107%
5102196 · Indiv. Membership Dues	0	515	1,500	-985	34%
Total 5102100 · Employee Benefits	3,509	22,419	39,580	-17,161	57%
5102200 · Special Services					
5102210 · Tax Assessing & Collecting Fees	0	1,550	1,570	-20	99%
5102220 · Tax Appraisal Fee	0	13,217	14,000	-783	94%
5102230 · Legal Fees	1,035	5,843	33,000	-27,157	18%
5102240 · Audit	0	7,420	7,420	0	100%
5102250 · Accounting	0	2,284	2,000	284	114%
5102260 · Engineering Fees	0	0	1,000	-1,000	0%
Total 5102200 · Special Services	1,035	30,314	58,990	-28,676	51%
5102300 · Contractual Services					
5102310 · Consultant Fees	1,939	4,339	28,000	-23,661	15%
Total 5102300 · Contractual Services	1,939	4,339	28,000	-23,661	15%
5102500 · Operating Services					
5102530 · Custodial Service Contract	265	1,590	3,600	-2,010	44%
Total 5102500 · Operating Services	265	1,590	3,600	-2,010	44%
5102600 · Special Expenses					
5102610 · Election - Payroll	0	0	850	-850	0%
5102620 · Election - Supplies	339	339	2,725	-2,386	12%
5102630 · Election Meeting Expense	0	0	100	-100	0%
5102650 · Codification Book Update	0	1,485	3,500	-2,015	42%
Total 5102600 · Special Expenses	339	1,824	7,175	-5,351	25%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5103100 - General Supplies					
5103110 - Office Supplies	802	4,294	6,000	-1,706	72%
5103140 - Uniforms	0	10	300	-290	3%
Total 5103100 - General Supplies	802	4,304	6,300	-1,996	68%
5103400 - Maintenance Supplies / Parts					
5103410 - Supplies - Custodial	120	458	1,500	-1,042	31%
5103440 - Maintenance Agreement Expense	0	0	600	-600	0%
5103460 - Miscellaneous	0	3,441	200	3,241	1,721%
Total 5103400 - Maintenance Supplies / Parts	120	3,899	2,300	1,599	170%
5104200 - Travel Expenses					
5104210 - Travel - Local	181	366	500	-134	73%
5104220 - Professional Development	744	1,833	5,000	-3,167	37%
5104222 - Professional Develop - Council	0	25	1,200	-1,175	2%
5104225 - City Council Meal Expense	299	653	1,800	-1,147	36%
5104230 - Professional Develop - In-House	0	0	100	-100	0%
Total 5104200 - Travel Expenses	1,224	2,877	8,600	-5,723	33%
5105200 - Data Processing Expenses					
5105230 - Data Proc-Maintenance & Repair	438	1,816	6,000	-4,184	30%
5105240 - Data Processing - Software	37	3,887	10,000	-6,113	39%
Total 5105200 - Data Processing Expenses	475	5,703	16,000	-10,297	36%
5105300 - Printing Expense					
5105310 - Copier Expense	255	1,539	3,300	-1,761	47%
5105320 - Printing - Newsletters	497	1,249	3,300	-2,051	38%
5105330 - Printing - Forms	0	446	2,000	-1,554	22%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5105350 · Printing - Other	0	167	500	-333	33%
Total 5105300 · Printing Expense	752	3,401	9,100	-5,699	37%
5105400 · Utilities					
5105410 · Telephone	111	666	1,400	-734	48%
5105415 · Cellular Phone	217	1,302	2,680	-1,378	49%
5105417 · Internet	69	412	840	-428	49%
5105420 · Wireless Cards	114	798	500	298	160%
5105450 · Electricity	0	1,661	4,500	-2,839	37%
Total 5105400 · Utilities	511	4,839	9,920	-5,081	49%
5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	270	1,023	6,000	-4,977	17%
5105540 · Repairs - Machinery & Equipment	0	0	1,000	-1,000	0%
5105590 · Repairs - Other	0	135	500	-365	27%
Total 5105500 · Repairs & Bldg Improvements	270	1,158	7,500	-6,342	15%
5105600 · Insurance					
5105610 · Insurance - Property	0	562	1,250	-688	45%
5105620 · Insurance - Liability	0	430	865	-435	50%
5105630 · Insurance - Fidelity Bond	0	300	250	50	120%
5105635 · Public Officials Surety Bonds	0	0	900	-900	0%
Total 5105600 · Insurance	0	1,292	3,265	-1,973	40%
5105700 · Other Expenses					
5105705 · Postage	648	2,311	5,000	-2,689	46%
5105710 · Cash - Over/Short	0	0	10	-10	0%
5105725 · Records Management Expense	0	0	300	-300	0%
5105730 · City - Memberships	0	1,580	2,100	-520	75%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5105740 · Legal Notices/Advertisement	0	361	4,000	-3,639	9%
5105752 · Employment Screening	0	0	400	-400	0%
5105760 · Bank Service Charge	6	24	25	-1	96%
5105764 · Filing Fees	0	0	500	-500	0%
5105765 · Miscellaneous	0	1,248	2,000	-752	62%
Total 5105700 · Other Expenses	654	5,524	14,335	-8,811	39%
5106400 · Minor Capital Outlay					
5106440 · Machinery & Equipment	0	0	5,000	-5,000	0%
5106465 · Furniture	0	390	1,000	-610	39%
5106470 · Audio & Visual Equipment	0	0	1,000	-1,000	0%
Total 5106400 · Minor Capital Outlay	0	390	7,000	-6,610	6%
5107400 · Capitalized Assets					
5107420 · Buildings	0	0	0	0	0%
5107425 · Land	0	0	0	0	0%
Total 5107400 · Capitalized Assets	0	0	0	0	0%
5109000 · Reserves					
5109001 · Reserve for Contingency	0	0	16,450	-16,450	0%
Total 5109000 · Reserves	0	0	16,450	-16,450	0%
Total 10 · Administration	13,834	164,845	397,990	-233,145	41%
20 · Police					
5201100 · Salaries & Wages					
5201120 · Police Chief	4,896	22,566	61,795	-39,229	37%
5201143 · Command Staff	3,830	23,459	48,358	-24,899	49%
5201150 · Certification Pay	185	1,151	2,400	-1,249	48%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5201180 · Merit Raises - Staff	0	0	3,310	-3,310	0%
Total 5201100 · Salaries & Wages	8,911	47,176	115,863	-68,687	41%
5201400 · Support Salaries					
5201405 · Support Staff	1,480	9,031	21,660	-12,629	42%
5201410 · Patrol	19,006	99,469	243,500	-144,031	41%
5201415 · Certification Pay	69	541	5,500	-4,959	10%
5201480 · Merit Raises	0	0	7,875	-7,875	0%
5201490 · Overtime	160	8,889	6,600	2,289	135%
Total 5201400 · Support Salaries	20,715	117,930	285,135	-167,205	41%
5202100 · Employee Benefits					
5202110 · Group Insurance	4,908	25,695	66,150	-40,455	39%
5202135 · TMRS	1,689	10,018	21,450	-11,432	47%
5202160 · Worker's Compensation	0	4,244	8,550	-4,306	50%
5202170 · Payroll Taxes	414	2,367	5,445	-3,078	43%
5202196 · Membership Dues	0	285	315	-30	90%
Total 5202100 · Employee Benefits	7,011	42,609	101,910	-59,301	42%
5202300 · Contractual Services					
5202355 · Contract Labor - Individual	0	0	500	-500	0%
5202356 · Gingerbread House	0	1,000	1,000	0	100%
5202380 · Dispatch	0	6,568	13,875	-7,307	47%
5202385 · Jail Expense	0	1,000	2,000	-1,000	50%
Total 5202300 · Contractual Services	0	8,568	17,375	-8,807	49%
5202500 · Operating Services					
5202540 · Computer Maintenance	0	357	700	-343	51%
5202560 · Internet Subscriptions	0	0	1,450	-1,450	0%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Total 5202500 · Operating Services	0	357	2,150	-1,793	17%
5202600 · Special Expenses					
5202675 · National Night Out	0	350	500	-150	70%
Total 5202600 · Special Expenses	0	350	500	-150	70%
5203100 · General Supplies					
5203110 · Office Supplies	0	600	1,500	-900	40%
5203140 · Uniforms	0	1,844	2,500	-656	74%
5203170 · Evidence Gathering	0	243	700	-457	35%
Total 5203100 · General Supplies	0	2,687	4,700	-2,013	57%
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial	0	201	600	-399	34%
Total 5203400 · Maintenance Supplies & Parts	0	201	600	-399	34%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	0	300	-300	0%
5204220 · Professional Development	-315	531	2,000	-1,469	27%
5204270 · Vehicle Expenses	2,081	9,899	24,000	-14,101	41%
Total 5204200 · Travel Expenses	1,766	10,430	26,300	-15,870	40%
5205200 · Data Processing Expenses					
5205220 · Data Proc - Equipment Rental	0	0	400	-400	0%
5205240 · Data Processing - Software	0	16,543	17,500	-957	95%
Total 5205200 · Data Processing Expenses	0	16,543	17,900	-1,357	92%
5205300 · Printing Expenses					
5205310 · Copier Expense	80	480	1,500	-1,020	32%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5205330 · Printing - Forms	0	222	300	-78	74%
5205350 · Printing - Other	12	59	400	-341	15%
Total 5205300 · Printing Expenses	92	761	2,200	-1,439	35%
5205400 · Utilities					
5205410 · Telephone	120	718	1,600	-882	45%
5205415 · Cellular Phone	106	636	1,350	-714	47%
5205417 · Internet - PD	86	514	1,475	-961	35%
5205420 · Wireless Cards	228	1,368	2,350	-982	58%
5205450 · Electricity	0	1,841	4,000	-2,159	46%
Total 5205400 · Utilities	540	5,077	10,775	-5,698	47%
5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building	200	681	481	200	142%
5205540 · Repairs-Machinery & Equipment	0	1,046	1,200	-154	87%
5205550 · Repairs - Vehicles	939	2,077	7,500	-5,423	28%
Total 5205500 · Repairs & Building Improvements	1,139	3,804	9,181	-5,377	41%
5205600 · Insurance					
5205610 · Insurance - Property	0	800	1,600	-800	50%
5205620 · Insurance - Liability	0	2,412	4,900	-2,488	49%
5205640 · Insurance - Vehicle	0	1,316	2,700	-1,384	49%
Total 5205600 · Insurance	0	4,528	9,200	-4,672	49%
5205700 · Other Expenses					
5205742 · Public Relations	0	0	100	-100	0%
5205752 · Employment Screening	0	360	1,000	-640	36%
5205765 · Miscellaneous	237	623	1,619	-996	38%
Total 5205700 · Other Expenses	237	983	2,719	-1,736	36%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment	0	0	2,667	-2,667	0%
5206445 · Personal Protective Equipment	738	1,468	2,000	-532	73%
Total 5206400 · Minor Capital Outlay	738	1,468	4,667	-3,199	31%
Total 20 · Police	41,149	263,472	611,175	-347,703	43%
25 · Municipal Court					
5251100 · Salaries & Wages					
5251140 · Municipal Judge	440	2,067	6,000	-3,933	34%
Total 5251100 · Salaries & Wages	440	2,067	6,000	-3,933	34%
5251400 · Support Staff					
5251405 · Support Staff	2,282	14,147	28,825	-14,678	49%
5251420 · Jury Fees	36	72	200	-128	36%
5251425 · City Prosecutor	1,027	3,879	8,500	-4,621	46%
5251480 · Merit Raises	0	0	870	-870	0%
5251490 · Overtime	0	566	1,200	-634	47%
Total 5251400 · Support Staff	3,345	18,664	39,595	-20,931	47%
5252100 · Employee Benefits					
5252110 · Group Insurance	551	3,306	6,615	-3,309	50%
5252135 · TMRS	130	838	1,725	-887	49%
5252160 · Worker's Compensation	0	56	110	-54	51%
5252170 · Payroll Taxes	33	207	435	-228	48%
5252196 · Membership Dues	0	0	0	0	0%
Total 5252100 · Employee Benefits	714	4,407	8,885	-4,478	50%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5252300 · Contractual Services					
5252375 · Traffic Fines	6,851	21,380	38,000	-16,620	56%
Total 5252300 · Contractual Services	6,851	21,380	38,000	-16,620	56%
5252500 · Operating Services					
5252540 · Computer Maintenance	0	38	150	-112	25%
Total 5252500 · Operating Services	0	38	150	-112	25%
5253100 · General Supplies					
5253110 · Office Supplies	0	58	250	-192	23%
5253140 · Uniforms	0	0	50	-50	0%
Total 5253100 · General Supplies	0	58	300	-242	19%
5254200 · Travel Expenses					
5254210 · Travel - Local	0	0	25	-25	0%
5254220 · Professional Development	0	0	24	-24	0%
Total 5254200 · Travel Expenses	0	0	49	-49	0%
5255200 · Data Processing Expenses					
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					
5255350 · Printing - Other	0	0	300	-300	0%
Total 5255300 · Printing Expense	0	0	300	-300	0%
5255600 · Insurance					
5255620 · Insurance - Liability	0	144	300	-156	48%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5255630 · Insurance - Fidelity Bond	0	0	0	0	0%
Total 5255600 · Insurance	0	144	300	-156	48%
5255700 · Other Expenses					
5255752 · Employment Screening	0	0	75	-75	0%
5255765 · Miscellaneous	0	0	75	-75	0%
5255768 · Collection Agency Fees	175	175	0	175	100%
5255770 · Warrant Fee State Comptroller	0	0	3,000	-3,000	0%
5255772 · Warrant Fee - Omni	78	78	900	-822	9%
Total 5255700 · Other Expenses	253	253	4,050	-3,797	6%
Total 25 · Municipal Court	11,603	48,782	99,404	-50,622	49%
30 · Fire					
5301100 · Salaries & Wages					
5301125 · Fire Chief	3,182	13,820	40,170	-26,350	34%
5301130 · Asst. Fire Chief	0	0	0	0	0%
5301140 · Fire Captains	4,924	31,029	97,790	-66,761	32%
5301180 · Merit Raises - Staff	0	0	4,100	-4,100	0%
Total 5301100 · Salaries & Wages	8,106	44,849	142,060	-97,211	32%
5301400 · Support Salaries					
5301440 · Firefighters	18,185	108,665	202,000	-93,335	54%
5301480 · Merit Raises	0	0	5,900	-5,900	0%
5301485 · Volunteer Incentive Program	1,215	7,956	15,600	-7,644	51%
Total 5301400 · Support Salaries	19,400	116,621	223,500	-106,879	52%
5302100 · Employee Benefits					
5302110 · Group Insurance	0	0	0	0	0%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5302135 · TMRs	181	710	2,400	-1,690	30%
5302137 · Volunteer Retirement	108	216	1,300	-1,084	17%
5302160 · Worker's Compensation	0	6,400	15,700	-9,300	41%
5302170 · Payroll Taxes	1,813	10,905	24,200	-13,295	45%
5302196 · Membership Dues	201	1,310	1,900	-590	69%
Total 5302100 · Employee Benefits	2,303	19,541	45,500	-25,959	43%
5302300 · Contractual Services					
5302310 · Consultant Fees	0	1,500	1,500	0	100%
5302380 · Dispatch	0	6,568	13,875	-7,307	47%
5302385 · Emergency Transport Service	0	31,780	63,560	-31,780	50%
Total 5302300 · Contractual Services	0	39,848	78,935	-39,087	50%
5302500 · Operating Services					
5302510 · Maintenance Agreements	140	4,819	10,505	-5,686	46%
5302540 · Computer Maintenance	180	807	1,500	-693	54%
5302570 · Warning System Maintenance	0	780	780	0	100%
5302580 · Generator Maintenance	0	0	2,120	-2,120	0%
Total 5302500 · Operating Services	320	6,406	14,905	-8,499	43%
5302600 · Special Expenses					
5302675 · National Night Out	0	0	500	-500	0%
Total 5302600 · Special Expenses	0	0	500	-500	0%
5303100 · General Supplies					
5303110 · Office Supplies	414	1,272	1,400	-128	91%
5303140 · Uniforms	950	1,813	4,400	-2,587	41%
5303160 · Medical Supplies	439	2,249	5,000	-2,751	45%
5303165 · Medical Support	0	109	500	-391	22%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5303170 · Evidence Gathering	0	0	50	-50	0%
5303175 · Education Aids	26	26	50	-24	52%
Total 5303100 · General Supplies	1,829	5,469	11,400	-5,931	48%
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	169	526	2,400	-1,874	22%
5303420 · Building Alarm Maintenance	0	0	420	-420	0%
Total 5303400 · Maintenance Supplies & Parts	169	526	2,820	-2,294	19%
5304200 · Travel Expenses					
5304220 · Professional Development	158	766	1,300	-534	59%
5304270 · Vehicle Expenses	747	4,043	10,000	-5,957	40%
Total 5304200 · Travel Expenses	905	4,809	11,300	-6,491	43%
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	0	0	1,000	-1,000	0%
5305240 · Data Processing - Software	33	137	2,850	-2,713	5%
Total 5305200 · Data Processing Expenses	33	137	3,850	-3,713	4%
5305300 · Printing Expense					
5305310 · Copier Expense	241	1,655	3,100	-1,445	53%
5305330 · Printing - Forms	0	0	100	-100	0%
Total 5305300 · Printing Expense	241	1,655	3,200	-1,545	52%
5305400 · Utilities					
5305410 · Telephone	233	1,258	2,350	-1,092	54%
5305415 · Cellular Phone	0	127	525	-398	24%
5305417 · Internet - Fire Dept.	420	2,369	3,100	-731	76%
5305430 · Natural Gas	248	1,769	1,650	119	107%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5305450 · Electricity	0	2,172	5,400	-3,228	40%
Total 5305400 · Utilities	901	7,695	13,025	-5,330	59%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	327	459	4,000	-3,541	11%
5305540 · Repairs - Machinery & Equipment	378	2,821	19,000	-16,179	15%
5305545 · Repairs - Apparatus	1,546	4,866	12,000	-7,134	41%
5305550 · Repairs - Vehicles	25	146	3,500	-3,354	4%
Total 5305500 · Repairs & Bldg Improvements	2,276	8,292	38,500	-30,208	22%
5305600 · Insurance					
5305610 · Insurance - Property	0	0	0	0	0%
5305620 · Insurance - Liability	0	4,535	6,500	-1,965	70%
5305640 · Insurance - Vehicle	0	4,924	10,000	-5,076	49%
Total 5305600 · Insurance	0	9,459	16,500	-7,041	57%
5305700 · Other Expenses					
5305705 · Postage	0	0	150	-150	0%
5305752 · Employment Screening	0	103	0	103	100%
5305765 · Flags & Miscellaneous	0	0	700	-700	0%
5305770 · Matching Fire Grant Expense	0	0	0	0	0%
Total 5305700 · Other Expenses	0	103	850	-747	12%
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment	0	748	10,300	-9,552	7%
5306445 · Personal Protective Equipment	8,132	8,338	20,500	-12,162	41%
Total 5306400 · Minor Capital Outlay	8,132	9,086	30,800	-21,714	30%
5307400 · Capitalized Assets					

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5307440 · Machinery & Equipment	0	0	0	0	0%
5307450 · Vehicles	0	0	0	0	0%
Total 5307400 · Capitalized Assets	0	0	0	0	0%
Total 30 · Fire	44,615	274,496	637,645	-363,149	43%
40 · Community Services					
5401100 · Salaries & Wages					
5401135 · ACO/Code Enforcement Officer	2,780	16,263	35,100	-18,837	46%
5401180 · Merit Raises - Staff	0	0	1,055	-1,055	0%
5401190 · Overtime	0	0	150	-150	0%
Total 5401100 · Salaries & Wages	2,780	16,263	36,305	-20,042	45%
5402100 · Employee Benefits					
5402110 · Group Insurance	350	2,100	6,620	-4,520	32%
5402135 · TMRS	161	1,007	2,050	-1,043	49%
5402160 · Worker's Compensation	0	110	225	-115	49%
5402170 · Payroll Taxes	46	284	550	-266	52%
5402190 · License	0	175	325	-150	54%
Total 5402100 · Employee Benefits	557	3,676	9,770	-6,094	38%
5402300 · Contractual Services					
5402315 · Contract Building Inspections	10,954	37,419	18,000	19,419	208%
5402325 · Fire Inspections	0	0	1,800	-1,800	0%
5402370 · Impound Fees	291	952	1,400	-448	68%
Total 5402300 · Contractual Services	11,245	38,371	21,200	17,171	181%
5402600 · Special Expenses					
5402680 · Environmental Testing	0	0	2,300	-2,300	0%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5402685 · Clean up Day	0	0	100	-100	0%
Total 5402600 · Special Expenses	0	0	2,400	-2,400	0%
5403100 · General Supplies					
5403110 · Office Supplies	0	43	50	-7	86%
5403120 · Animal Care	0	0	150	-150	0%
5403122 · Pet Supplies	20	186	500	-314	37%
5403140 · Uniforms	0	120	350	-230	34%
Total 5403100 · General Supplies	20	349	1,050	-701	33%
5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	0	82	100	-18	82%
Total 5403400 · Maintenance Supplies & Parts	0	82	100	-18	82%
5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	25	-25	0%
5404220 · Professional Development	0	125	200	-75	63%
5404270 · Vehicle Expenses	135	712	2,200	-1,488	32%
Total 5404200 · Travel Expenses	135	837	2,425	-1,588	35%
5405200 · Data Processing Expenses					
5405230 · Data Proc-Maintenance & Repairs	0	0	200	-200	0%
Total 5405200 · Data Processing Expenses	0	0	200	-200	0%
5405300 · Printing Expense					
5405330 · Printing - Forms	0	0	150	-150	0%
Total 5405300 · Printing Expense	0	0	150	-150	0%
5405400 · Utilities					

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5405415 · Cellular Phone	41	246	550	-304	45%
Total 5405400 · Utilities	41	246	550	-304	45%
5405600 · Insurance					
5405610 · Insurance - Property	0	4	8	-4	50%
5405620 · Insurance - Liability	0	92	200	-108	46%
5405640 · Insurance - Vehicle	0	162	325	-163	50%
Total 5405600 · Insurance	0	258	533	-275	48%
5405700 · Other Expenses					
5405765 · Miscellaneous	0	0	100	-100	0%
Total 5405700 · Other Expenses	0	0	100	-100	0%
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment	0	271	800	-529	34%
Total 5406400 · Minor Capital Outlay	0	271	800	-529	34%
Total 40 · Community Services	14,778	60,353	75,583	-15,230	80%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solidwaste Pickup (Garbage)	16,692	100,757	200,327	-99,570	50%
5455400 · Utilities - Other	0	0	0	0	0%
Total 5455400 · Utilities	16,692	100,757	200,327	-99,570	50%
Total 45 · Solid Waste	16,692	100,757	200,327	-99,570	50%
50 · Streets					
5501400 · Support Staff					

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5501415 · Maintenance Crew	1,690	10,342	21,320	-10,978	49%
5501480 · Merit Raises	0	0	640	-640	0%
5501490 · Overtime	32	582	1,500	-918	39%
5501500 · Streets - On Call	100	300	700	-400	43%
Total 5501400 · Support Staff	1,822	11,224	24,160	-12,936	46%
5502100 · Employee Benefits					
5502110 · Group Insurance	551	3,306	6,620	-3,314	50%
5502135 · TIMRS	104	649	1,265	-616	51%
5502160 · Worker's Compensation	0	856	1,745	-889	49%
5502170 · Payroll Taxes	25	156	325	-169	48%
5502190 · License	0	0	122	-122	0%
Total 5502100 · Employee Benefits	680	4,967	10,077	-5,110	49%
5502200 · Special Services					
5502260 · Engineering Fees	0	0	8,000	-8,000	0%
5502280 · NCTCOG- SWMP Fees	0	3,453	6,400	-2,947	54%
Total 5502200 · Special Services	0	3,453	14,400	-10,947	24%
5502600 · Special Expenses					
5502620 · Emergency Clean Up	0	0	2,250	-2,250	0%
Total 5502600 · Special Expenses	0	0	2,250	-2,250	0%
5503100 · General Supplies					
5503110 · Office Supplies	0	0	100	-100	0%
5503140 · Uniforms	0	297	500	-203	59%
Total 5503100 · General Supplies	0	297	600	-303	50%
5503400 · Maintenance Supplies & Parts					

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5503405 · Drainage Maintenance	0	0	500	-500	0%
5503420 · Supplies - Street Signs	0	352	2,000	-1,648	18%
5503460 · Miscellaneous	0	109	292	-183	37%
Total 5503400 · Maintenance Supplies & Parts	0	461	2,792	-2,331	17%
5504200 · Travel Expenses					
5504220 · Professional Development	0	0	250	-250	0%
5504270 · Vehicle Expenses	626	2,272	6,500	-4,228	35%
Total 5504200 · Travel Expenses	626	2,272	6,750	-4,478	34%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	-350	0%
Total 5505300 · Printing Expense	0	0	350	-350	0%
5505400 · Utilities					
5505450 · Electricity	551	19,065	43,300	-24,235	44%
Total 5505400 · Utilities	551	19,065	43,300	-24,235	44%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	1,000	-1,000	0%
5505540 · Repairs - Machinery & Equipment	370	989	3,500	-2,511	28%
5505550 · Repairs - Vehicles	0	244	2,400	-2,156	10%
5505560 · Repairs -Street Maint.& Repairs	0	4,177	51,625	-47,448	8%
5505565 · Repairs - Infrastructure Drainage	0	720	3,000	-2,280	24%
5505590 · Repairs - Other	0	0	1,500	-1,500	0%
Total 5505500 · Repairs & Bldg Improvements	370	6,130	63,025	-56,895	10%
5505600 · Insurance					
5505610 · Insurance - Property	0	0	0	0	0%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5505620 · Insurance - Liability	0	492	1,000	-508	49%
5505640 · Insurance - Vehicle	0	1,666	3,400	-1,734	49%
Total 5505600 · Insurance	0	2,158	4,400	-2,242	49%
5505700 · Other Expenses					
5505752 · Employment Screening	0	0	100	-100	0%
Total 5505700 · Other Expenses	0	0	100	-100	0%
5506400 · Minor Capital Outlay					
5506440 · Machinery & Equipment	0	20	7,100	-7,080	0%
5506445 · Personal Protective Equipment	0	0	300	-300	0%
5506490 · Other	0	0	850	-850	0%
Total 5506400 · Minor Capital Outlay	0	20	8,250	-8,230	0%
5507400 · Capitalized Assets					
5507440 · Machinery & Equipment	0	0	7,000	-7,000	0%
5507460 · Infrastructure	0	28,500	376,953	-348,453	8%
Total 5507400 · Capitalized Assets	0	28,500	383,953	-355,453	7%
Total 50 · Streets	4,049	78,547	564,407	-485,860	14%
60 · Parks					
5602400 · Rentals					
5602490 · Rental - Other	210	1,469	2,900	-1,431	51%
Total 5602400 · Rentals	210	1,469	2,900	-1,431	51%
5602600 · Special Expenses					
5602680 · Heritage Day	0	0	8,000	-8,000	0%
Total 5602600 · Special Expenses	0	0	8,000	-8,000	0%

**City of Ovilla General Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5603400 · Maintenance Supplies & Parts					
5603460 · Miscellaneous	0	0	280	-280	0%
Total 5603400 · Maintenance Supplies & Parts	0	0	280	-280	0%
5605400 · Utilities					
5605450 · Electricity	0	2,713	8,000	-5,287	34%
Total 5605400 · Utilities	0	2,713	8,000	-5,287	34%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building	0	0	325	-325	0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	238	1,000	-762	24%
Total 5605500 · Repairs & Bldg Improvements	0	238	1,325	-1,087	18%
5605600 · Insurance					
5605610 · Insurance - Property	0	56	115	-59	49%
5605620 · Insurance - Liability	0	218	500	-282	44%
5605640 · Insurance - Vehicle	0	110	240	-130	46%
Total 5605600 · Insurance	0	384	855	-471	45%
5605700 · Other Expenses					
5605765 · Miscellaneous	192	256	200	56	128%
Total 5605700 · Other Expenses	192	256	200	56	128%
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	78	108	500	-392	22%
5606440 · Machinery & Equipment	0	0	500	-500	0%
5606490 · Other	0	0	0	0	0%
Total 5606400 · Minor Capital Outlay	78	108	1,000	-892	11%

City of Ovilla General Fund
Profit & Loss Budget vs. Actual
 October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5607400 · Capitalized Assets					
5607440 · Machinery & Equipment	0	0	3,500	-3,500	0%
Total 5607400 · Capitalized Assets	0	0	3,500	-3,500	0%
Total 60 · Parks	480	5,168	26,060	-20,892	20%
6560 · Payroll Expenses	0	0			
Total Expense	147,200	996,420	2,612,591	-1,616,171	38%
Net Change in Fund Balance	-4,072	724,334	0	724,334	100%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000400 · Charges for Services					
4000460 · Water Sales	46,360	430,369	985,000	-554,631	44%
4000461 · Sewer Service	12,320	81,954	155,000	-73,046	53%
4000465 · Water & Sewer Penalties	1,063	9,219	18,000	-8,781	51%
4000471 · Reconnect Fees	635	3,468	5,000	-1,532	69%
4000472 · Meters	0	0	1,000	-1,000	0%
4000473 · Connect Fees	250	857	2,000	-1,143	43%
4000478 · Infrastructure Improvement Fee	4,839	28,179	64,068	-35,889	44%
4000480 · Solid Waste Fees (Garbage)	0	0	0	0	0%
Total 4000400 · Charges for Services	65,467	554,046	1,230,068	-676,022	45%
4000800 · Other Revenue					
4000840 · Interest Earned	267	1,508	2,600	-1,092	58%
4000850 · Prior Year Net Position	0	0	0	0	0%
4000870 · Capital Contrib-Main St. Sewer	0	24,530	24,530	0	100%
4000890 · Misc Other Revenue	11,250	33,500	15,000	18,500	223%
Total 4000800 · Other Revenue	11,517	59,538	42,130	17,408	141%
Total Resources	76,984	613,584	1,272,198	-658,614	48%
Gross Resources					
76,984	613,584	1,272,198	-658,614	48%	
Expense					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	5,466	11,643	20,000	-8,357	58%
5701115 · City Secretary	3,433	6,047	12,750	-6,703	47%
5701117 · Finance Accountant	3,625	6,382	12,500	-6,118	51%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5701120 · Part Time Admin. Support	1,803	3,473	6,500	-3,027	53%
5701130 · Public Works Director	3,759	22,721	47,445	-24,724	48%
5701180 · Merit Raises, Staff	0	0	2,125	-2,125	0%
Total 5701100 · Salaries & Wages	18,086	50,266	101,320	-51,054	50%
5702100 · Employee Benefits					
5702110 · Group Insurance	551	3,306	6,620	-3,314	50%
5702135 · TIMRS	217	1,219	2,730	-1,511	45%
5702160 · Worker's Compensation	0	0	0	0	0%
5702170 · Payroll Taxes	55	277	800	-523	35%
Total 5702100 · Employee Benefits	823	4,802	10,150	-5,348	47%
5702200 · Special Services					
5702230 · Legal Fees	0	0	1,000	-1,000	0%
5702240 · Audit	0	5,780	5,780	0	100%
5702250 · Accounting	0	100	1,500	-1,400	7%
Total 5702200 · Special Services	0	5,880	8,280	-2,400	71%
5702300 · Contractual Services /Personnel					
5702310 · Consultant Fees	0	0	2,000	-2,000	0%
Total 5702300 · Contractual Services /Personnel	0	0	2,000	-2,000	0%
5703100 · General Supplies					
5703110 · Office Supplies	0	0	700	-700	0%
Total 5703100 · General Supplies	0	0	700	-700	0%
5703400 · Maintenance Supplies / Parts					
5703410 · Supplies - Custodial	0	7	200	-193	4%
Total 5703400 · Maintenance Supplies / Parts	0	7	200	-193	4%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5704200 · Travel Expenses					
5704210 · Travel - Local	0	0	200	-200	0%
5704220 · Professional Development	0	0	750	-750	0%
Total 5704200 · Travel Expenses	0	0	950	-950	0%
5705200 · Data Processing Expenses					
5705240 · Data Processing - Software	0	0	400	-400	0%
Total 5705200 · Data Processing Expenses	0	0	400	-400	0%
5705300 · Printing Expense					
5705350 · Printing - Other	0	0	250	-250	0%
Total 5705300 · Printing Expense	0	0	250	-250	0%
5705400 · Utilities					
5705410 · Telephone	111	666	1,350	-684	49%
5705415 · Cellular Phone	36	216	450	-234	48%
5705417 · Internet	69	412	825	-413	50%
Total 5705400 · Utilities	216	1,294	2,625	-1,331	49%
5705700 · Other Expenses					
5705705 · Postage	426	2,409	6,600	-4,191	37%
5705740 · Advertising	0	0	300	-300	0%
5705760 · Bank Service Charge	12	78	200	-122	39%
5705765 · Miscellaneous	0	1,050	100	950	1,050%
5705775 · Credit Card Transaction Fee	264	1,943	3,000	-1,057	65%
Total 5705700 · Other Expenses	702	5,480	10,200	-4,720	54%
5706400 · Minor Capital Outlay					

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5706440 · Machinery & Equipment	0	0	500	-500	0%
Total 5706400 · Minor Capital Outlay	0	0	500	-500	0%
5709000 · Reserve					
5708215 · Admin. Exp. to General Fund	29,661	59,322	118,643	-59,321	50%
5708230 · Admin. Exp. to Debt Fund	0	0	0	0	0%
5709002 · Capital Improv. Water Reserve	0	0	44,340	-44,340	0%
5709003 · Capital Improv. Sewer Reserve	0	0	25,665	-25,665	0%
5709010 · Administrative Reserves	0	0	1,775	-1,775	0%
Total 5709000 · Reserve	29,661	59,322	190,423	-131,101	31%
Total 70 · Administration	49,488	127,051	327,998	-200,947	39%
5708228 · Interest Expense - 2011	0	196	0	196	100%
75 · Water					
5751100 · Salaries & Wages					
5751133 · Superintendent	3,457	24,546	43,700	-19,154	56%
5751180 · Merit Raises - Staff	0	0	1,325	-1,325	0%
Total 5751100 · Salaries & Wages	3,457	24,546	45,025	-20,479	55%
5751400 · Support Salaries					
5751405 · Support Staff	178	13,653	27,400	-13,747	50%
5751415 · Maintenance Crew	3,828	23,373	49,000	-25,627	48%
5751430 · Seasonal Crew	0	0	3,000	-3,000	0%
5751450 · Certification Pay	69	449	1,200	-751	37%
5751480 · Merit Raises	0	0	3,600	-3,600	0%
5751490 · Overtime	14	904	4,000	-3,096	23%
5751500 · Water - On Call	50	300	700	-400	43%
Total 5751400 · Support Salaries	4,139	38,679	88,900	-50,221	44%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5752100 · Employee Benefits					
5752110 · Group Insurance	1,601	9,606	24,810	-15,204	39%
5752135 · TWRS	586	3,719	7,050	-3,331	53%
5752160 · Worker's Compensation	0	1,312	2,910	-1,598	45%
5752170 · Payroll Taxes	162	1,096	2,000	-904	55%
5752190 · Licenses	0	0	222	-222	0%
Total 5752100 · Employee Benefits	2,349	15,733	36,992	-21,259	43%
5752300 · Contractual Services/Personnel					
5752350 · Contract Labor - Company	0	0	2,000	-2,000	0%
5752380 · Dispatch	0	4,615	9,750	-5,135	47%
Total 5752300 · Contractual Services/Personnel	0	4,615	11,750	-7,135	39%
5752400 · Rentals					
5752420 · Rental - Machinery & Equipment	0	0	500	-500	0%
5752490 · Rental - Other	0	0	200	-200	0%
Total 5752400 · Rentals	0	0	700	-700	0%
5752500 · Operating Services					
5752580 · Water Testing	58	755	4,000	-3,245	19%
5752590 · TCEQ Fees	0	2,614	3,000	-386	87%
Total 5752500 · Operating Services	58	3,369	7,000	-3,631	48%
5753100 · General Supplies					
5753140 · Uniforms	111	1,583	1,500	83	106%
Total 5753100 · General Supplies	111	1,583	1,500	83	106%
5753400 · Maintenance Supplies & Parts					

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5753460 · Miscellaneous	0	235	300	-65	78%
Total 5753400 · Maintenance Supplies & Parts	0	235	300	-65	78%
5754200 · Travel Expenses					
5754220 · Professional Development	0	0	1,000	-1,000	0%
5754270 · Vehicle Expenses	567	3,648	10,000	-6,352	36%
Total 5754200 · Travel Expenses	567	3,648	11,000	-7,352	33%
5755200 · Data Processing Expenses					
5755230 · Data Proc-Maintenance & Repairs	200	571	1,700	-1,129	34%
5755240 · Data Processing - Software	0	3,434	3,800	-366	90%
Total 5755200 · Data Processing Expenses	200	4,005	5,500	-1,495	73%
5755300 · Printing Expenses					
5755310 · Copier Expense	0	1,314	2,700	-1,386	49%
5755350 · Printing - Other	0	0	3,200	-3,200	0%
Total 5755300 · Printing Expenses	0	1,314	5,900	-4,586	22%
5755400 · Utilities					
5755415 · Cellular Phone	106	506	1,500	-994	34%
5755450 · Electricity	0	12,187	22,000	-9,813	55%
5755460 · Water, wholesale	18,323	92,297	350,000	-257,703	26%
Total 5755400 · Utilities	18,429	104,990	373,500	-268,510	28%
5755500 · Repairs & Building Improvements					
5755530 · Improvements Other Than Bldgs	0	165	500	-335	33%
5755540 · Repairs- Machinery & Equipment	119	1,489	7,300	-5,811	20%
5755550 · Repairs - Vehicles	42	910	2,000	-1,090	46%
5755570 · Inventory Expense	1,535	7,095	19,000	-11,905	37%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5755590 · Repairs - Other	0	327	4,500	-4,173	7%
5755500 · Repairs & Building Improvements - Other	0	6			
Total 5755500 · Repairs & Building Improvements	1,696	9,992	33,300	-23,308	30%
5755600 · Insurance					
5755610 · Insurance - Property	0	1,296	2,600	-1,304	50%
5755620 · Insurance - Liability	0	864	1,750	-886	49%
5755640 · Insurance - Vehicle	0	754	1,600	-846	47%
Total 5755600 · Insurance	0	2,914	5,950	-3,036	49%
5755700 · Other Expenses					
5755752 · Employment Screening	32	97	200	-103	49%
Total 5755700 · Other Expenses	32	97	200	-103	49%
5756400 · Minor Capital Outlay					
5756440 · Machinery & Equipment	0	0	2,200	-2,200	0%
5756490 · Other	0	40	500	-460	8%
Total 5756400 · Minor Capital Outlay	0	40	2,700	-2,660	1%
5757400 · Capitalized Assets					
5757470 · Infrastructure - Water	0	0	5,000	-5,000	0%
Total 5757400 · Capitalized Assets	0	0	5,000	-5,000	0%
5757900 · Long-Term Debt					
5708225 · Transfer to I & S 02 Bond	0	0	0	0	0%
5758225 · Admin. Expense to Debt Fund	30,900	61,800	123,600	-61,800	50%
Total 5757900 · Long-Term Debt	30,900	61,800	123,600	-61,800	50%
Total 75 · Water	61,938	277,560	758,817	-481,257	37%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
80 - Sewer					
5801400 - Support Salaries					
5801405 - Support Staff	2,708	6,804	9,106	-2,302	75%
5801415 - Maintenance Crew	2,325	19,823	51,730	-31,907	38%
5801450 - Certification Pay	92	598	1,210	-612	49%
5801480 - Merit Raises	0	0	1,900	-1,900	0%
5801490 - Overtime	109	1,538	2,500	-962	62%
5801500 - Sewer - On Call	0	390	1,150	-760	34%
Total 5801400 - Support Salaries	5,234	29,153	67,596	-38,443	43%
5802100 - Employee Benefits					
5802110 - Group Insurance	551	4,408	14,900	-10,492	30%
5802135 - TMRS	140	1,286	3,200	-1,914	40%
5802160 - Worker's Compensation-Sewer	0	1,312	2,700	-1,388	49%
5802170 - Payroll Taxes	35	350	900	-550	39%
5802190 - Licenses	0	111	222	-111	50%
Total 5802100 - Employee Benefits	726	7,467	21,922	-14,455	34%
5802300 - Contractual Services/Personnel					
5802350 - Contract Labor - Company	0	0	1,000	-1,000	0%
Total 5802300 - Contractual Services/Personnel	0	0	1,000	-1,000	0%
5802500 - Operating Services					
5802515 - Sardis Collection Expense	206	1,169	2,500	-1,331	47%
5802590 - TCEQ Fees - Sewer	0	0	60	-60	0%
Total 5802500 - Operating Services	206	1,169	2,560	-1,391	46%
5803100 - General Supplies					

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5803140 · Uniforms	0	779	1,000	-221	78%
Total 5803100 · General Supplies	0	779	1,000	-221	78%
5803400 · Maintenance Supplies & Parts	0	0	500	-500	0%
5803460 · Miscellaneous	0	0	500	-500	0%
Total 5803400 · Maintenance Supplies & Parts	0	0	500	-500	0%
5804200 · Travel Expenses	169	290	500	-210	58%
5804220 · Professional Development	0	619	1,800	-1,181	34%
5804270 · Vehicle Expense	169	909	2,300	-1,391	40%
Total 5804200 · Travel Expenses	169	909	2,300	-1,391	40%
5805400 · Utilities	81	1,100	2,700	-1,600	41%
5805450 · Electricity	36,644	54,948	47,000	7,948	117%
5805463 · TRA Wastewater Treatment	36,725	56,048	49,700	6,348	113%
Total 5805400 · Utilities	36,725	56,048	49,700	6,348	113%
5805500 · Repairs & Bldg Improvements	0	0	300	-300	0%
5805510 · Repairs - Land Improvements	90	3,441	6,100	-2,659	56%
5805540 · Repairs - Machinery & Equipment	0	0	0	0	0%
5805550 · Repairs - Vehicles	0	1,380	2,500	-1,120	55%
5805570 · Inventory Expense	0	0	700	-700	0%
5805590 · Repairs - Other	90	4,821	9,600	-4,779	50%
Total 5805500 · Repairs & Bldg Improvements	90	4,821	9,600	-4,779	50%
5805600 · Insurance	0	28	75	-47	37%
5805610 · Insurance - Property	0	168	350	-182	48%
5805620 · Insurance - Liability	0	20	50	-30	40%
5805640 · Insurance - Vehicle	0	20	50	-30	40%

Ovilla W&S Utility Fund
Profit & Loss Budget vs. Actual
 October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March
Total 5805600 · Insurance	0	216	475	-259	45%
5805700 · Other Expenses					
5805752 · Employment Screening	0	0	200	-200	0%
Total 5805700 · Other Expenses	0	0	200	-200	0%
5807400 · Capitalized Assets					
5807440 · Machinery & Equipment	0	0	4,000	-4,000	0%
5807485 · Sewer Improve.- Main St. Sewer	2,006	2,006	24,530	-22,524	8%
Total 5807400 · Capitalized Assets	2,006	2,006	28,530	-26,524	7%
Total 80 · Sewer	45,156	102,568	185,383	-82,815	55%
Total Expense	156,582	507,375	1,272,198	-764,823	40%
Net Change in Fund Balance	-79,598	106,209	0	106,209	100%

Ovilla Debt Service

Profit & Loss Budget vs. Actual

October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	5,089	407,427	413,436	-6,009	99%
4000111 · Ad Valorem, Delinquent I & S	107	615	3,400	-2,785	18%
4000114 · Interest/Penalties - I & S	362	808	2,800	-1,992	29%
Total 4000100 · Taxes	5,558	408,850	419,636	-10,786	97%
4000800 · Other Revenue					
4000840 · Interest Earned	75	285	765	-480	37%
4000900 · Reduction of Reserve Fund Bal.	0	0	28,924	-28,924	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	30,900	61,800	123,600	-61,800	50%
Total 4000800 · Other Revenue	30,975	62,085	153,289	-91,204	41%
5158200 · Transfers					
5158225 · Transfer In - Water and Sewer	0	0	0	0	0%
Total 5158200 · Transfers	0	0	0	0	0%
Total Resources	36,533	470,935	572,925	-101,990	82%
Expense					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	0	0	500	-500	0%
5157935 · 2011 Bond Issue Principle	0	0	355,000	-355,000	0%
5157940 · 2011 Bond Issue Interest	0	108,713	217,425	-108,712	50%
Total 5157900 · Long-Term Debt	0	108,713	572,925	-464,212	19%
5159000 · Reserves					
5159015 · Debt Reserves	0	0	0	0	0%
Total 5159000 · Reserves	0	0	0	0	0%
Total Expense	0	108,713	572,925	-464,212	19%
Net Change in Fund Balance	36,533	362,222	0	362,222	100%

City of Ovilla Capital Projects Fund
 Profit & Loss Budget vs. Actual
 October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	0	1	-1	0%
4000850 · Interest Earned - Prosperity	22	129	255	-126	51%
Total 4000800 · Other Revenue	22	129	256	-127	50%
Total Resources	22	129	256	-127	50%
Expense					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	256	-256	0%
Total 5879000 · Reserves	0	0	256	-256	0%
Total Expense	0	0	256	-256	0%
Net Change in Fund Balance	22	129	0	129	100%

**City of Ovilla - Park Impact Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014**

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000400 · Charges for Services	3,011	9,702	4,014	5,688	242%
4000460 · Park Impact					
Total 4000400 · Charges for Services	3,011	9,702	4,014	5,688	242%
4000800 · Other Revenue					
4000840 · Interest Earned	6	31	30	1	103%
4000900 · Reduction of Fund Balance	0	0	0	0	0%
Total 4000800 · Other Revenue	6	31	30	1	103%
Total Resources	3,017	9,733	4,044	5,689	241%
Expense					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	-500	0%
5606440 · Machinery and Equipment	0	0	0	0	0%
Total 5606400 · Minor Capital Outlay	0	0	500	-500	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	3,500	-3,500	0%
Total 5607400 · Capitalized Assets	0	0	3,500	-3,500	0%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	44	-44	0%
Total 5609000 · Reserves	0	0	44	-44	0%
Total Expense	0	0	4,044	-4,044	0%
Net Change in Fund Balance	3,017	9,733	0	9,733	100%

Ovilla W&S Impact Fee Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000400 · Charges for Services					
4000476 · Water Impact Fee	0	0	0	0	0%
4000477 · Sewer Impact Fee	783	2,262	1,044	1,218	217%
Total 4000400 · Charges for Services	783	2,262	1,044	1,218	217%
4000800 · Other Revenue					
4000840 · Interest Earned	28	107	195	(88)	55%
4000990 · Reduction in Fund Balance	0	0	0	0	0%
Total 4000800 · Other Revenue	28	107	195	(88)	55%
Total Resources	811	2,369	1,239	1,130	191%
Expense					
5102300 · Contractual Services					
5102310 · Consultant Fees	0	0	0	0	0%
Total 5102300 · Contractual Services	0	0	0	0	0%
5859000 · Reserves					
5859020 · Water Impact Fees Reserve	0	0	0	0	0%
5859030 · Sewer Impact Fees Reserve	0	0	1,239	(1,239)	0%
Total 5859000 · Reserves	0	0	1,239	(1,239)	0%
Total Expense	0	0	1,239	(1,239)	0%
Net Change in Fund Balance	811	2,369	0	2,369	100%

Ovilla 4B Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000100 · Taxes					
4000120 · Sales tax	6,770	46,081	90,000	-43,919	51%
Total 4000100 · Taxes	6,770	46,081	90,000	-43,919	51%
4000800 · Other Revenue					
4000840 · Interest Income	93	518	785	-267	66%
Total 4000800 · Other Revenue	93	518	785	-267	66%
Total Resources	6,863	46,599	90,785	-44,186	51%
Expense					
8102200 · Special Services					
8102220 · Website Support & Maintenance	0	0	1,000	-1,000	0%
8102230 · Legal Fees	0	0	500	-500	0%
8102240 · Audit	0	1,600	1,600	0	100%
8102250 · Accounting	0	0	0	0	0%
Total 8102200 · Special Services	0	1,600	3,100	-1,500	52%
8102300 · Consultant Services					
8102310 · Consultant Fees	0	7,554	15,000	-7,446	50%
8102350 · Contract Labor	0	0	0	0	0%
Total 8102300 · Consultant Services	0	7,554	15,000	-7,446	50%
8103100 · General Supplies					
8103110 · Office Supplies	0	10	100	-90	10%
Total 8103100 · General Supplies	0	10	100	-90	10%
8104200 · Travel Expense					
8104210 · Travel Expense	0	0	1,000	-1,000	0%
8104220 · Professional Development	0	270	2,000	-1,730	14%
Total 8104200 · Travel Expense	0	270	3,000	-2,730	9%

Ovilla 4B Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
8105300 · - Printing					
8105320 · Printing Expense	0	177	2,500	-2,323	7%
Total 8105300 · - Printing	0	177	2,500	-2,323	7%
8105500 · - Projects					
8105560 · Sewer Line	0	0	45,000	-45,000	0%
Total 8105500 · - Projects	0	0	45,000	-45,000	0%
8105600 · Insurance					
8105620 · Insurance - Liability	0	142	285	-143	50%
Total 8105600 · Insurance	0	142	285	-143	50%
8105700 · Other Expenses					
8105705 · Postage	0	0	100	-100	0%
8105740 · Advertising	1,000	1,350	1,800	-450	75%
8105765 · Business Expense	0	0	100	-100	0%
Total 8105700 · Other Expenses	1,000	1,350	2,000	-650	68%
8109000 · Reserves					
8109015 · Administrative Reserves	0	0	17,300	-17,300	0%
8109215 · Admin. Expense to General Fund	625	1,250	2,500	-1,250	50%
Total 8109000 · Reserves	625	1,250	19,800	-18,550	6%
Total Expense	1,625	12,353	90,785	-78,432	14%
Net Change in Fund Balance	5,238	34,246	0	34,246	100%

Ovilla Municipal Development District
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000100 · Taxes					
4000120 · Sales tax	2,266	15,130	25,000	-9,870	61%
Total 4000100 · Taxes	2,266	15,130	25,000	-9,870	61%
4000800 · Other Revenue					
4000840 · Interest Income	21	115	135	-20	85%
Total 4000800 · Other Revenue	21	115	135	-20	85%
Total Resources	2,287	15,245	25,135	-9,890	61%
Expense					
9102200 · Special Services					
9102230 · Legal Fees	0	0	250	-250	0%
9102240 · Audit	0	1,600	1,600	0	100%
9102250 · Accounting	0	0	250	-250	0%
Total 9102200 · Special Services	0	1,600	2,100	-500	76%
9102300 · Consultant Services					
9102310 · Consultant Fees	0	0	500	-500	0%
Total 9102300 · Consultant Services	0	0	500	-500	0%
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	-100	0%
Total 9103100 · General Supplies	0	0	100	-100	0%
9104200 · Travel Expense					
9104220 · Professional Development	0	0	250	-250	0%
Total 9104200 · Travel Expense	0	0	250	-250	0%

Ovilla Municipal Development District
Profit & Loss Budget vs. Actual
 October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
9105600 · Insurance					
9105620 · Insurance - Liability	0	142	285	-143	50%
Total 9105600 · Insurance	0	142	285	-143	50%
9105700 · Other Expenses					
9105705 · Postage	0	0	25	-25	0%
Total 9105700 · Other Expenses	0	0	25	-25	0%
9109000 · Reserves					
9109015 · Administrative Reserves	0	0	21,375	-21,375	0%
9109215 · Admin. Expense to General Fund	125	250	500	-250	50%
Total 9109000 · Reserves	125	250	21,875	-21,625	1%
Total Expense	125	1,992	25,135	-23,143	8%
Net Change in Fund Balance	2,162	13,253	0	13,253	100%

Ovilla Fire Department Auxiliary Profit & Loss Budget vs. Actual October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000800 · Other Revenue					
4000815 · Gifts	0	3,000	7,500	-4,500	40%
4000830 · Vending Machines	0	0	500	-500	0%
4000880 · Reduction in Fund Balance	0	0	0	0	0%
Total 4000800 · Other Revenue	0	3,000	8,000	-5,000	38%
Total Resources					
	0	3,000	8,000	-5,000	38%
Expense					
5332100 · Employee Benefits					
5332196 · Membership Dues	0	0	100	-100	0%
Total 5332100 · Employee Benefits	0	0	100	-100	0%
5333400 · Maintenance Supplies and Parts					
5333410 · Supplies - Custodial	0	0	0	0	0%
5333460 · Supplies - Miscellaneous	0	68	1,750	-1,682	4%
Total 5333400 · Maintenance Supplies and Parts	0	68	1,750	-1,682	4%
5334200 · Travel Expenses					
5334220 · Professional Development	0	0	150	-150	0%
Total 5334200 · Travel Expenses	0	0	150	-150	0%
5335700 · Other Expense					
5335735 · Official Functions	19	394	3,000	-2,606	13%
5335765 · Miscellaneous	2,980	2,980	3,000	-20	99%
Total 5335700 · Other Expense	2,999	3,374	6,000	-2,626	56%
5336400 · Minor Capital Outlay					

Ovilla Fire Department Auxiliary
 Profit & Loss Budget vs. Actual
 October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
5336440 · Machinery & Equipment	0	0	0	0	0%
Total 5336400 · Minor Capital Outlay	0	0	0	0	0%
5337400 · 5337400 - Capitalized Assets	0	0	0	0	0%
5337440 · Machinery & Equipment	0	0	0	0	0%
Total 5337400 · 5337400 - Capitalized Assets	0	0	0	0	0%
5339000 · Reserve	0	0	0	0	0%
5339010 · Admin Reserves	0	0	0	0	0%
Total 5339000 · Reserve	0	0	0	0	0%
Total Expense	2,999	3,442	8,000	-4,558	43%
Net Change in Fund Balance	-2,999	-442	0	-442	100%

Ovilla Police Department Special Fund
Profit & Loss Budget vs. Actual
October 2013 through March 2014

	Mar 14	Oct '13 - Mar 14	Budget	\$ Over Budget	% of Budget Thru March 50%
Resources					
4000800 · Other Revenue	0	250	1,000	-750	25%
4000815 · Gifts	0	0	4,365	-4,365	0%
4000880 · Reduction of Fund Balance	0	250	5,365	-5,115	5%
Total 4000800 · Other Revenue					
Total Resources	0	250	5,365	-5,115	5%
Expense					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	515	2,265	-1,750	23%
5232600 · Special Expenses - Other	170	170			
Total 5232600 · Special Expenses	170	685	2,265	-1,580	30%
5235500 · Repairs and Bldg Improvements					
5235540 · Repairs - Machinery & Equipment	0	0	100	-100	0%
Total 5235500 · Repairs and Bldg Improvements	0	0	100	-100	0%
5235700 · Other Expense					
5235735 · Official Functions	0	0	1,000	-1,000	0%
Total 5235700 · Other Expense	0	0	1,000	-1,000	0%
5236400 · Minor Capital Outlay					
5236440 · Machinery and Equipment	0	908	2,000	-1,092	45%
Total 5236400 · Minor Capital Outlay	0	908	2,000	-1,092	45%
5239000 · Reserves					
5239010 · Administrative Reserves	0	0	0	0	0%
Total 5239000 · Reserves	0	0	0	0	0%
Total Expense	170	1,593	5,365	-3,772	30%
Net Change in Fund Balance	-170	-1,343	0	-1,343	100%





City Administrator Activity Report

Cyndy Powell

April 07, 2014 – April 11, 2014

Weekly Leadership Team meetings –reading John Maxwell’s book Developing the Leader within You.

Employee Policies Handbook – The Employee Policies Handbook will be reviewed with all employees during a mandatory meeting.

Neighborhood road work – Westmoreland South – reclaiming and resurfacing of the entire road began the week of March 24, 2014. Thorntree – reclaiming and resurfacing of the entire road to begin after the work on Westmoreland is completed.

Cockrell Hill Road Repairs for FY 2014 – Brad and I met with Roger Miller & Kyle Butler to discuss the Cockrell Hill project. Timing for the north end will begin mid-June by Dallas County once an agreement is executed. A Project Status Report is posted on the City’s web site to keep citizens up to date on the progress of road work and the sewer project.

Progressive Solid Waste and Recycling –Spring Cleanup day for Saturday, April 26th and May 3rd as the rain date.

Planning and Zoning Commission – There is no business before P&Z in April.

BOA – meeting April 21st, will consider construction materials and size for an accessory building.

Five Year Staffing Plan – The Committee (Oberg, Hall, Mayor) was provided job descriptions. I have retrieved preliminary salary data from the Waters Survey Navigator for the positions. My next step will be to retrieve benefit information for a complete comparison and then request a meeting.

Strategic Guide – Joe Gonzales with The Management Connection held a workshop on implementation of the Strategic Guide with the Leadership Team, Monday, April 07, 2014. We discussed our role in the leadership and management of the projects that will support the goals of the strategic guide.

Economic Development Corporation –At their meeting on March 17, 2014 the Board revised and approved the EDC mission, vision, and goals and objectives. They will be posted on the EDC’s web page on the City’s web site.

Municipal Development District – pending appointments.

Main Street Sewer Project – work is underway.

ESD#4 Board Meeting – The ESD met Monday, April 07, 2014 and decided to utilize attorney John Carlton, approved a tax rate election plan for a May 2015 election date. They have changed their monthly meeting to the last Monday of the month.

Cole Tracts 113 acres in the ETJ – Brad and I have responded to inquiries regarding this property and the developer would like to present a conceptual plan at a future meeting.

Shiloh & Bryson 122 acres in the City Limits – Brad and I have responded to inquiries regarding this property.

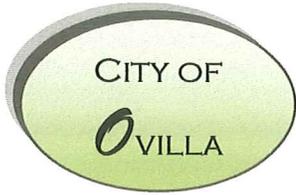
MISD parcel - Staff provided the process for voluntary annexation and has developed the required service plan. This parcel is on Sardis water and will be on city sewer tying into the TRA Red Oak Creek System.

Sewer Rates – staff is modeling sewer rates and will bring forward a recommendation for Council’s consideration at a future meeting. We are awaiting capital projections from TRA. Staff will present authorization for expenditure for the FY2103 payment and the FY2014 payment to date.

Fire Department Mini-Pumper (2007) – staff will present the 2007 Mini-Pumper for declaration as surplus and sale at a future meeting. Staff is evaluating cost for a replacement engine for capital equipment budget.

Ovilla Service League – the OSL decided to hold the funds they raised at the dinner and asked Chief Brancato to request fire department needs through the OSL. Chief and I discussed the process and he will continue to get the required quotes and submit to the OSL for them to make the purchase rather than have the City request reimbursement from the OSL.

Dallas Water Utilities – staff is investigating the discrepancies identified in the scada data of water pumped vs the gallons billed from DWU. At this time the meter is being re-calibrated and system is being monitored.



Ovilla City Council

CONSENT ITEMS A, B & C

Meeting Date: April 28, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

- A. Authorize Mayor to execute a 5-year Tower Lease Agreement extension between the City of Ovilla and T-Mobile West L.L.C., effective June 01, 2014 through May 31, 2019.
- B. Committed Fund Balance Calculations for Quarter Ending 03-31-2014
- C. Quarterly Investment Report for Quarter Ending 03-31-2014

Agenda Item / Topic:

Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



T-Mobile West LLC

12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
(877) 373-0093

April 8, 2014

Attn: City Administrator
City of Ovilla
105 S. Cockrell Hill Road
Suite 2
Ovilla, TX 75154

Re: Tower Lease Agreement dated June 1, 2004 ("Agreement") between City of Ovilla ("Lessor") and T-Mobile West LLC, as successor in interest to VolceStream GSM I Operating Company, LLC ("Lessee")
Site No.: DA01646A
Site Address: 175 Water Street, Ovilla, TX 76065

To Whom It May Concern:

Pursuant to section 5 (a) of the above referenced Agreement, T-Mobile West LLC is requesting consent to extend the Agreement for an additional Five (5) year term.

The current term will expire on May 31, 2014. The Renewal Term will begin on June 1, 2014 and will continue through May 31, 2019.

Please sign below acknowledging your acceptance of the above.

Regards,

John Wisor
Director, Network Engineering & Ops, Technology

T-Mobile Legal Approval
John Duran

Acknowledged and Agreed:
City of Ovilla

Name: _____

Title: _____

Date: _____

Market: Dallas
Site Number: DA01646A
Site Name: City of Ovilla

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT (this "Amendment") is effective the _____ day of September, 2009, between City of Ovilla ("LESSOR"), and T-Mobile West Corporation, a Delaware corporation, as successor in interest to VoiceStream GSM I Operating Company, LLC ("LESSEE").

WHEREAS, LESSOR and LESSEE entered into a Tower Lease Agreement, dated June 1, 2004 (the "Lease" or "Agreement") and both desire to amend the Lease as follows;

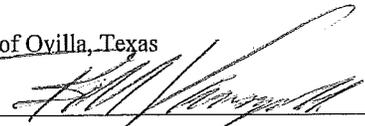
NOWHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree to amend the Lease as follows:

1. In the fifth (5th) sentence of Section 5(a) of the Lease, the words ", and thereafter payments being due each year throughout on the anniversary date of the commencement of this Agreement" are deleted.
2. Notwithstanding anything to the contrary in the Lease, during the first year of the first renewal term, which commenced on June 1, 2009, annual rent will be Twenty-Six Thousand Five Hundred Seventy-Three and 04/100 Dollars (\$26,573.04), to be paid in equal monthly installments of Two Thousand Two Hundred Fourteen and 42/100 Dollars (\$2,214.42).
3. As of the effective date of this Amendment, Section 5 (d) of the Lease is deleted in its entirety and replaced with the following:

"(d) During any renewal terms, annual rent shall be adjusted on June 1st of each year to an amount equal to one hundred five percent (105%) of the annual rent in effect immediately prior to the adjustment date."

4. Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.

EXECUTED as of the date, or later of the dates, set forth in the respective acknowledgements of the parties hereto.

LESSOR: City of Ovilla, Texas
By: 
Its: BILL VANSYCLE, MAYOR OF OVILLA

LESSEE: T-Mobile West Corporation
By: 
Its: JEFF HOOPER
AREA DIRECTOR OF ENGINEERING & OPERATIONS

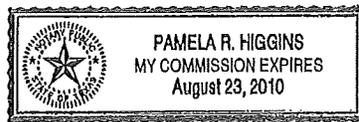
STATE OF TX)
) ss:
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this 28 day of September, 2009, by
BILL VANSYCKLE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Pamela R. Higgins
NOTARY PUBLIC

My commission expires:
08-23-2010



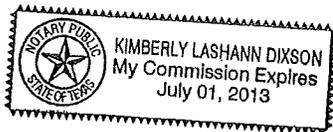
STATE OF Texas)
) ss:
COUNTY OF Collin)

The foregoing instrument was acknowledged before me this 21 day of September, 2009, by
Jeff Hooper

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC

My commission expires:
July 01, 2013





Via UPS 1Z Y03 271 02 9848 8912

May 13, 2009

Attn: City Administrator
City of Ovilla
105 S. Cockrell Hill Road
Suite 2
Ovilla, TX 75154

CORRECTED RENEWAL LETTER

Re: Tower Lease Agreement
Site No.: DA 1646A
Site Name: City of Ovilla
Site Address: 175 Water Street (911), Ovilla, TX 75154

Dear Sir or Madam:

The letter shall serve a request to renew the Tower Lease Agreement between T-Mobile West Corporation, as successor in interest to T-Mobile Texas, LP, as success in interest to VoiceStream GSM I Operating Company, LLC, ("Lessee") and City of Ovilla ("Lessor"). The initial term of this agreement shall expire May 31, 2009.

Pursuant to the terms contained in the above referenced Tower Lease Agreement ("Agreement"), please accept this letter as T-Mobile's notice of its intent to renew the term of the Agreement for three (3) additional five year (5) term, commencing June 1, 2009.

As Lease Administrator, I will be your contact for any problems or concerns during the lease term. I can be reached at 972/464-3464; don't hesitate to call.

Regards,

Kimberly Dixson

Kimberly Dixson
Lease Administrator

①
written agreement
3 additional 5 yr.

TOWER LEASE AGREEMENT

This Agreement, made this 1st day of June, 2004, by and between the **City of Ovilla**, 105 S. Cockrell Hill Road, Suite 2, Ovilla, Texas 75154, hereinafter called **LESSOR**, and Voicestream GSM I Operating Company, LLC, whose address is 11830 Webb Chapel Road, Suite 5000, Dallas, Texas 75234, hereinafter called **LESSEE**.

WHEREAS, LESSOR is the owner of the following described real property, including a freestanding water tower located on 105 S. Cockrell Hill Road, Ovilla, Texas, and being approximately 3.2 acre(s) of land, more or less, situated in the John Billingsley Survey, Abstract No. 80 and being more particularly described in Deed dated September 25, 1991 from the Ovilla Community Center, to the City of Ovilla, recorded in Volume 871, Page 654, Deed Records, Ellis County, Texas; and

WHEREAS, LESSEE desires to lease antenna space on the tower and ground space for **LESSEE'S** equipment building or cabinet and all appurtenances thereto, together with a right of way for ingress and egress, for the purpose of installing, operating and maintaining facilities to provide communication services or a radio transmission facility.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and rents hereinafter set forth, the adequacy of which is hereby acknowledged, **LESSOR** and **LESSEE** agree as follows:

1. LESSEE Rights.

(a) **LESSOR** hereby leases to **LESSEE**, and **LESSEE** takes from **LESSOR**, space on **LESSOR'S** tower to attach **LESSEE'S** antenna array as shown on Exhibit "A", and 450 (25' x 20') square feet of ground space adjacent to said tower for **LESSEE'S** equipment building or cabinet and all appurtenances thereto. **LESSOR** also grants to **LESSEE** the right of way for ingress and egress to at such locations agreed to by **LESSOR** and **LESSEE** and from said tower and equipment building or cabinet. The equipment space and ground space described above are hereinafter referred to as the "Leased Premises", which, together with the right of way for ingress and egress, are more particularly shown on Exhibit "B."

(b) **LESSEE'S** antenna array, equipment cabinet, telecommunications equipment (collectively the "Facilities") and the location of these Facilities, including where the antenna array attaches upon the tower are more particularly illustrated and defined in Exhibit "A", which is attached hereto and made a part hereof for all purposes. **LESSEE'S** equipment cabinet shall be installed on a slab foundation at **LESSEE'S** expense. Said equipment cabinet shall be owned by **LESSEE** and shall be removed from the site by **LESSEE** within a reasonable period following termination of this Lease Agreement. The equipment building or cabinet will be placed adjacent to the tower as described in Exhibit "A." All conduits and conductors shall be located inside the tower and be located underground between the tower and the equipment building or cabinet. The equipment building or cabinet shall be located a minimum of 20 feet from the drip line of the tank. Antenna arrays shall be equally spaced around the tower to achieve an architecturally pleasing facility, as determined by the Lessor in consultation with the Lessee; provided, however, if such placement does not meet Lessee's RF requirements, Lessee may terminate this Agreement. This may require blank pods be located between energized pods. Blank pods may be utilized by other companies as to mask their arrays keeping the structure architecturally pleasing as determined by Lessor. In the event larger pods are required by a subsequent company, all masking pods shall be replaced by the company requiring larger pods. **LESSOR** shall approve **LESSEE'S** antenna array design prior to construction. If the **LESSOR** fails to approve the array design and site plan, this Lease shall terminate.

(c) **LESSOR** shall grant easements on the Leased Premises at locations mutually agreeable to **LESSOR** and **LESSEE** as may be required by the appropriate electric, telephone, and any other utility company for the purpose of servicing **LESSEE'S** CMRS facilities. **LESSEE** shall not use or permit the Property to be used for any purpose other than a radio transmission facility. **LESSOR** shall allow

Dallas
18A1646A

LESSEE to install, operate, maintain, replace and remove its Facilities, and related cables, wires, conduits, antennas, air conditioning equipment, and other appurtenances as it may from time to time require provided the same does not interfere with **LESSOR'S** use of the Leased Premises and/or the Property. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the Property of **LESSEE** and **LESSEE** shall have the right to remove all of them at the expiration or termination of this Lease. **LESSEE** shall have full twenty-four (24) hour, seven (7) days a week access to the Leased Premises. Access to interior of tower or to the top of the tank shall be accomplished with the presence of the City Administrator or his representative.

(d) This lease is not a franchise nor is it a permit or authorization to use the public right-of-way.

2. **Survey.** **LESSOR** hereby grants to **LESSEE** the right to survey the Leased Premises. Said survey, if made, shall become Exhibit "C" to this Agreement and Exhibit "B" shall be amended to reflect the revised boundaries.

3. **Access.** **LESSEE** and its authorized agents shall have full access to the Leased Premises at such times as **LESSOR** and **LESSEE** mutually agree for the purpose of undertaking any necessary tests, studies and inspections relating to **LESSEE'S** proposed use of the Leased Premises. During the term of this Agreement, only qualified and adequately insured agents, contractors or persons under **LESSEE'S** direct supervision will be permitted to climb the tower structure and/or to install and/or remove **LESSEE'S** antennas and/or transmission lines from the tower. **LESSOR** retains the right to permit its own employees and agents to climb the tower structure for all governmental purposes and to permit other lease space so long as such subsequent users comply with the provisions of Section 7 of this Lease Agreement.

4. **Primary Function of Premises.** The parties understand and agree that the primary function of the leased premise is to serve as a water tower for the **LESSOR** and that the interests of **LESSEE** are superseded by the public health, safety, and welfare of the citizens of Ovilla served by the water tower. In the event that the Ovilla City Council or the Ovilla City Administrator declares a public emergency or if there exists a threat to the water tower facilities or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, **LESSEE** shall immediately remove its improvements from the Leased Premises. In the event **LESSEE** is not able to immediately respond, **LESSOR** may remove **LESSEE'S** improvements without incurring and liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by **LESSEE**.

5. **Term and Compensation.**

(a) This Agreement shall be for an initial term of five (5) years, commencing on the date that **LESSEE** is issued a building permit from the **LESSOR** ("Commencement Date") or June 1, 2004, whichever date is later and terminating at 11:59 p.m. on the same date five years later. Provided **LESSEE** is not in default of the Lease beyond the applicable cure period, **LESSEE** is granted the option to request renewal of this lease for three (3) additional five year (5) terms, after the initial term expires. **LESSEE** must give written notice of a decision to exercise this option to **LESSOR** no less than ninety (90) days prior to the expiration of the current term or period, and must obtain written consent of **LESSOR**, approving the extension. All terms and covenants of this Agreement apply to all extension periods, subject to amendment by the mutual agreement of the parties, in writing and signed by both parties. Rental Fees shall commence to accrue and shall be due and payable on the Commencement Date of this Agreement, and thereafter payments being due each year throughout on the anniversary date of the commencement of this Agreement. Rent shall be paid monthly, in advance, on the first day of each month and shall be prorated for a portion of the month should the commencement date be a date other than the first day, to **LESSOR** or to such other person, firm or place as **LESSOR** may from time to time so designate in writing at least thirty (30) days in advance of any rental payment date. The initial five-year (5) term payments shall be made in the amount of Eighteen Thousand DOLLARS (\$18,000) annually to be paid in equal monthly installments of One Thousand and Five Hundred DOLLARS (\$1,500).

(b) **LESSEE** shall pay **LESSOR** a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent (1 ¾%) per month or the highest rate permitted by law.

(c) This Lease authorizes the **LESSEE** to install the antenna and equipment on the tower shown on Exhibit "A". **LESSEE** may not add additional equipment or antennas from that shown on Exhibit "A" without the approval of **LESSOR**. For each additional antenna installed by **LESSEE** beyond the initial array described in Exhibit "A", **LESSEE** shall pay additional rent of \$250 per month which shall increase annually under the same terms provided in Section 5(d) and shall become part of the Rent.

(d) Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased after each year by a five percent (5%) or a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. Average-All Items (1982-4=100), whichever is greater. Such annual Rental Fee increase shall be calculated by multiplying the initial monthly Rental Fee by the CPI-U increase for the previous twelve (12) month period.

(e) Provided **LESSEE** is not in default hereunder and shall have paid all rents and sums due and payable to **LESSOR** by **LESSEE** as required herein, **LESSEE** shall have the right to terminate this Lease Agreement at any time with one (1) year prior written notice to **LESSOR**, without further obligation hereunder. Notwithstanding the preceding sentence, **LESSEE** shall have the right to terminate this Agreement upon thirty (30) days prior written notice (i) if environmental contamination not caused by **LESSEE** is found on the Leased Premises or (ii) before initial issuance of all necessary Governmental Approvals.

(f) At the termination of this Agreement, **LESSEE** shall remove its facilities at its sole cost within 30 days or the facilities shall be deemed abandoned.

6. Contingencies.

(a) It is understood and agreed that **LESSEE'S** ability to use the Leased Premises is contingent upon its obtaining, either before or after the Effective Date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities ("Government Approvals") as well as satisfactory soil boring tests, tower load studies, title review, and/or environmental studies that **LESSEE**, in its sole discretion, deems necessary ("Initial Tests"). **LESSEE** shall make due and timely application for all such necessary Government Approvals, which **LESSEE** shall obtain at its sole expense. **LESSEE** shall be allowed to place on the Leased Premises all signs required by federal, state, or local law.

(b) **LESSOR**, at **LESSEE'S** sole cost and expense, shall cooperate with **LESSEE** in its effort to obtain all Government Approvals (other than rezoning applications) and perform Initial Tests. **LESSEE** shall have the right to terminate this Agreement immediately if (i) any application for Governmental Approval is finally rejected; (ii) **LESSEE**, in its sole discretion, believes such application or obtaining any Governmental Approvals will be too costly, time consuming or there is reasonable likelihood that said application will be rejected; (iii) any Governmental Approvals issued to **LESSEE** is cancelled or otherwise withdrawn or terminated by governmental authority; or (iv) in **LESSEE'S** sole opinion the results of any Initial Tests are unsatisfactory. Notice of said termination shall be given to **LESSOR** in writing by certified mail, return receipt requested. All rental paid for lease of the Leased Premises to said termination date shall be retained by the **LESSOR** and **LESSEE** shall pay **LESSOR** for any costs expended by **LESSOR** in preparing the Leased Premises for the location of **LESSEE'S** equipment. Upon such termination, this Agreement shall become null and void, and the parties shall have no further obligations to each other.

7. LESSEE Covenants. **LESSEE** covenants and agrees that **LESSEE'S** equipment, its installation, operation and maintenance will:

(a) not interfere with the operation of existing radio equipment or activities of other LESSOR or LESSEES within LESSOR'S tower operations at the Leased Premises. In the event there is interference with said electronic equipment, LESSEE will promptly take all steps necessary to identify the problem, and, if caused by LESSEE'S equipment, to take all reasonable steps to eliminate said harmful interference within seven (7) days after notice from LESSOR to LESSEE advising of the interference. If said interference cannot be eliminated within fifteen (15) days of notice thereof, LESSEE agrees to suspend operations (transmissions) at the Leased Premises while the interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated within thirty (30) days, then LESSEE shall remove its building and equipment from LESSOR'S property and this Agreement shall hereupon be terminated. LESSEE shall be responsible for rent as provided in herein through the end of the current year as provided herein; and

(b) comply with all applicable rules and regulations of the Federal Communications Commission ("FCC"), federal and state laws, and electrical codes of the LESSOR, State laws as well as any and all ordinances of LESSOR as may be amended. Under this Agreement, LESSOR assumes no responsibility for the licensing, operation and/or maintenance of LESSEE'S Facilities and appurtenances. If the addition of LESSEE'S equipment on the Leased Premises requires an increase in the current height of the Tower or a change in the location of the Tower on the Leased Premises, LESSEE shall not install its equipment or increase the height of the Tower unless LESSOR has approved the plans and is satisfied that LESSEE complied with all FCC and/or Federal Aviation Administration ("FAA") rules regarding Tower height and location as well as any and all ordinances of LESSOR.

8. **LESSOR Covenants.** LESSOR covenants that:

(a) LESSOR is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Agreement; and

(b) LESSOR shall cause all subsequent tenants of the Tower to coordinate with LESSEE prior to placing any equipment on the Tower to ensure that their frequencies and antenna locations will be compatible with LESSEE'S and to agree to a clause similar to that agreed to by LESSEE in Section 7, above and promising to eliminate interference if said user's radio equipment, in LESSOR'S reasonable judgment should interfere with that of LESSEE.

9. **Condemnation.** If all or any part of the Leased Premises, or if all or any part of the LESSOR'S land underlying the CMRS facility or roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking renders the Leased Premises unusable for its intended purpose, then LESSEE may terminate this Agreement at its option and rent shall be prorated appropriately by LESSOR so that LESSEE recovers rent it paid for any time period after the date any amount is awarded by the commissioners in the condemnation (the "award"). There shall be no further payment of rents except that which may have been due and payable at the time of the award. If LESSOR terminates this Lease pursuant to Section 4, the parties agree that LESSEE shall not be entitled to any damages.

10. **Indemnity.**

(a) LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(i) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF LESSEE, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO,

LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH TENANT'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PREMISES OR LESSEE'S ANTENNA FACILITIES OR THE LESSEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

(ii) ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LESSEE, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PREMISES OR LESSEE'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LESSOR, LESSEE SHALL CAUSE SUCH CLAIM OR LIEN COVERING LESSOR'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

(b) IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS ARTICLE 9 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 10, AND UPON RESOLUTION OF THE CLAIM:

(i) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 10(a), LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(ii) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 10.a, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

(c) LESSEE covenants and agrees that it has inspected the Tower and the Leased Premises and that it does not rely on any representation of LESSOR as to the condition of the Tower or the Premises or their suitability for LESSEE'S intended uses and purposes. LESSEE accepts the Leased Premises in their present condition and finds them suitable for LESSEE'S purposes.

(d) In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE'S sole cost and expense, resist and defend the same; provided however, that LESSEE shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of LESSOR and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of LESSEE.

(e) LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Lease. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR'S own counsel. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR'S attorney, and the actual expenses of LESSOR'S agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits,

actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE.

11. **Damages to Property.** LESSEE shall immediately notify LESSOR of any and all damages resulting from, arising out of, or caused to the Leased Premises and LESSOR'S property surrounding the Premises, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by LESSEE'S operations, by LESSEE, its officers, agents, employees and invitees. LESSEE shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to LESSOR.

12. **Environmental.**

(a) LESSOR warrants that to its knowledge, as of the Commencement Date, there are no hazardous materials, as that term is defined in Environmental Regulations, on the Leased Premises. Upon request, LESSOR shall make available to LESSEE copies of all environmental assessments regarding the Leased Premises. LESSEE represents, warrants, and covenants to LESSOR that LESSEE shall at no time during the term of this Lease Agreement use or permit the Leased Premises to be used in violation of any Environmental Regulations. LESSEE will not exercise any control over environmental conditions or any activities, under this Agreement, at or near the Leased Premises that involve the generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste. LESSEE and LESSOR also agree that LESSEE'S use of the Leased Premises will not involve the subsurface, except for the placement of a foundation for LESSEE'S equipment and facilities.

(b) For the purposes of this Section, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 *et seq.*); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 *et seq.*); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) *et seq.*); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 *et seq.*); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 *et seq.*); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

(c) NOTWITHSTANDING THE PROVISIONS OF SECTION 10, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE ON THE PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM:

(i) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(ii) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED.

(e) This Section 12 shall survive the expiration or termination of this Agreement.

13. **Insurance.**

(a) During the term of this Lease, LESSEE will at LESSEE'S sole cost and expense, carry commercial general liability insurance with customary coverage and exclusions in the following amounts:

(i) Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. \$10,000,000 Aggregate Policy will include coverage for a) Premises-Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Bodily injury; f) Broad Form property Damage; g) Explosion Collapse and Underground (XCU) Coverage, Fire Damage, Medical expense. NOTE: The aggregate loss limit applies to each project.

(ii) Automobile liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

(iii) Worker's Compensation Statutory, Employer's Liability

\$500,000.00 Bodily Injury (including death);

\$1,000,000.00 for injury to any one person; and

\$2,000,000.00 for all injuries sustained by more than one person in any one occurrence.

(iv) Property Damage-\$1,000,000.00 for damage as a result of any one accident.

(b) The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this same time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the City of Ovilla, Texas."

(c) As soon as practicable, but not more than ten (10) days after the execution of this Agreement, LESSEE shall have LESSOR, its officers, officials, employees, boards and commissions and volunteers named as additional insureds on each certificate of insurance except Worker's Compensation and Employer's Liability, providing written evidence of same to LESSOR, and shall have each policy including Worker's Compensation and Employer's Liability endorsed to provide a waiver of subrogation in favor of LESSOR.

(d) Insurance is to be placed with insurers licensed in the State of Texas and rated A- or better by A.M. Best, or A or better by Standard and Poor's.

(e) LESSOR has the right to adjust these minimum insurance coverages during any renewal of this Lease Agreement by notifying LESSEE in writing. The adjusted coverage requirements shall become effective 60 days after notification by LESSOR.

14. **Taxes.** LESSEE shall pay all personal property taxes levied against its Facilities and appurtenances located upon the Leased Premises before same become delinquent.

LESSEE agrees to pay for all such taxes which are assessed against the LESSOR due to the real property taxes attributable to LESSEE'S equipment or use of the Premises and personal property improvements constructed or maintained by LESSEE on or about the Premises. Payment of such taxes is exclusive of rental payments.

15. **Utilities.** LESSEE shall be responsible for any and all costs associated with electrical and telephone services, which is due to LESSEE'S operations at the premises. Such costs are exclusive of rental payments.

16. **Quiet Title.** Provided that Lessee is not in default beyond the applicable cure period, LESSOR covenants that LESSEE shall and may peaceably and quietly have, hold and enjoy the Leased Premises under the terms and conditions specified in this Agreement.

17. **Choice of Law.** This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Any litigation concerning this Lease shall be conducted in Ellis County, Texas and the parties hereby agree to the venue and personal jurisdiction of these courts.

18. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designed to the sender by like notice):

LESSEE: Voicestream GSM I Operating Company, LLC
11830 Webb Chapel Road, Suite 5000
Dallas, Texas 75234

With a copy to: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

LESSOR: City of Ovilla
105 S. Cockrell Hill Road, Suite 2,
Ovilla, Texas 75154
Attn: City Administrator

19. **Subordination.** At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR that from time to time may encumber all or part of the Leased Premises or right of way provided.

20. **Non-Disturbance.**

(a) Subject to the other terms of this Agreement, LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the Leased Premises for the Lease Term provided that LESSEE pays the rent payable to LESSOR under this Agreement and performs all of LESSEE'S covenants and agreements herein contained.

21. **Assignment.**

(a) LESSEE may not assign this Agreement or sublet the Leased Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed.

(b) Any sale or other transfer, including by consolidation, merger, or reorganization, of a majority of the voting stock of **LESSEE**, if **LESSEE** is a corporation or any sale, merger or other transfer of a majority in interest or a majority of persons composing the partnership, if **LESSEE** is a partnership, shall not be an assignment for purposes of this Section. However, it shall not be effective to the **LESSOR** until **LESSEE** shall have given **LESSOR** 30 days' written notice of such transfer or sale.

(c) Nothing in this Lease shall preclude **LESSOR** from leasing other space for communications equipment to any person or entity including a party which may be in competition with **LESSEE**. Lease of other space for communications equipment or radio transmission will be in accordance with Section 7 of this Lease.

22. Memorandum of Lease. For the purpose of providing constructive notice hereof, **LESSOR** and **LESSEE** hereby agree to execute a Memorandum of Lease Agreement, in recordable form and in the form set forth in Exhibit "D", **LESSEE** shall have the same recorded in the land records of the aforesaid county and state. This lease shall not be recorded by either party.

23. Default; Termination.

(a) If either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of the alleged breach. If the breaching party has not cured the breach within thirty (30) days of such notice (the "Cure Period"), except for a breach for non-payment of rental, in which case the cure period shall be ten (10) days, or if the breach cannot be cured within the Cure Period, and the breaching party has not performed substantial work to cure the breach within the Cure Period, the non-breaching party may give written notice of its intent to terminate this Agreement. Such termination shall become effective ten (10) days after the breaching party's receipt of the notice of intent to terminate if the breaching party has not cured the breach within such ten (10) day period.

(b) If, at any time during the Lease Term, **LESSEE** determines, in its sole discretion, that due to technological reasons, including signal interference, the Leased Premises is not appropriate for providing Telecommunication Service or Radio Transmission Service, **LESSEE** may terminate this Agreement on thirty (30) days notice to **LESSOR**. **LESSEE** shall also have the right to terminate this Agreement in accordance with Sections 5(e) and 9 hereof.

24. Maintenance. **LESSOR** shall be responsible and liable for the maintenance of **LESSOR'S** tower in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of **LESSOR'S** tower. **LESSOR** shall allow **LESSEE** to place any sign or placard on the Leased Premises or on the Facilities and appurtenances attached thereto as required by federal, state, or local law subject to the **LESSOR'S** ordinances and regulations. From time to time as determined by **LESSOR**, the tower and tank will need to be repainted and the tower and tank rehabilitated. At such time, the **LESSEE** with 90 days notice shall remove all attachments from the tower and tank so **LESSOR'S** work can be completed. During the **LESSOR'S** work the **LESSEE** will not be allowed to operate their system on the Tower and tank, provided however, **LESSOR** agrees to work in good faith with **LESSEE** and make available to **LESSEE**, if reasonably possible, a temporary location on the Leased Premises, if such is available, to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels. Upon completion of the work, the **LESSEE** will be allowed to immediately attach their facilities back on the tower and tank and make such operational, and shall remove the COW and restore the property to as good or better a condition than before the work. The parties agree that **LESSEE** shall bear all cost to remove its facilities from the tower and tank and COW for maintenance purposes once during any given ten year period, and **LESSOR** shall bear the reasonable costs for any additional removals.

25. No Representations. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the **LESSOR** and **LESSEE** and that no verbal or oral agreements, promises or understandings shall or will be binding upon either the **LESSOR** or

LESSEE in any dispute, controversy or proceeding at law, and any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

26. **Acceptance of Premises.** By taking possession of the Premises, LESSEE accepts the Premises in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the Premises and LESSOR shall not be liable for any latent or patent defect in the Premises.

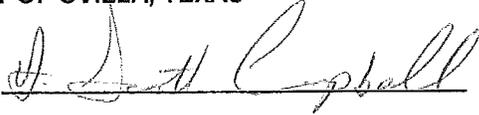
27. **Ordinances.** Except as provided for in this Agreement, the parties agree that LESSEE shall be subject to all other Ordinances of LESSOR whether now existing or in the future arising.

28. **Sovereign Immunity.** The parties agree that LESSOR has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

29. **Brokers.** LESSOR AND LESSEE represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the days and year just above written.

LESSOR: CITY OF OVILLA, TEXAS

By: 

Scott Campbell, City Administrator

Date: 06/01/04

Tax I.D.: 75-1399345

LESSEE:

By: 

Name: Jon Zumsteg

Title: Director of Engineering and Operations

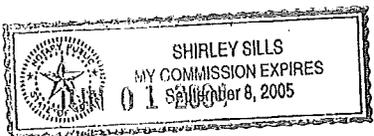
Date: 6-7-04

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority in and for Ellis County, Texas, on this day personally appeared Scott Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Ovilla, and that he is authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of June, 2004.



Shirley Sills
Notary Public in and for the State of Texas

SHIRLEY SILLS
Type or Print Notary's Name

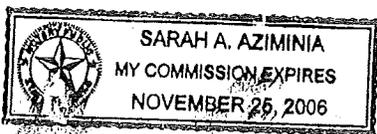
My Commission Expires:
9-8-2005

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority in and for Harris County, Texas, on this day personally appeared Jon Zumsteg, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the Director of Engineering of T-Mobile USA, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of June, 2004.



Sarah A. Azimnia
Notary Public in and for the State of Texas

Sarah A. Azimnia
Type or Print Notary's Name

My Commission Expires:
11/25/06

Exhibit A
Legal Description
The Property is legally described as follows:

BEING all that certain lot, tract or parcel of land lying in the JOHN BILLINGSLEY SURVEY, A-80, in Ellis County, Texas, and being the same tract (called 7.227 acres) as conveyed to the Omaha Community Center and recorded in Volume 544, Page 327, of the Deed Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike set in Water Street for the lower southwest corner of the aforesaid tract and the same for this tract;

THENCE N 49 degrees 18 minutes 40 seconds W, 162.53 feet along said road to a railroad spike set for the upper southwest corner of the aforesaid tract and same for this tract;

THENCE N 01 degrees 47 minutes 00 seconds W, at 29.52 feet pass a 1/2 inch steel rod set for witness, in all, 303.74 feet to a 1/2 inch steel rod found for the northwest corner of this tract and same for the aforesaid tract;

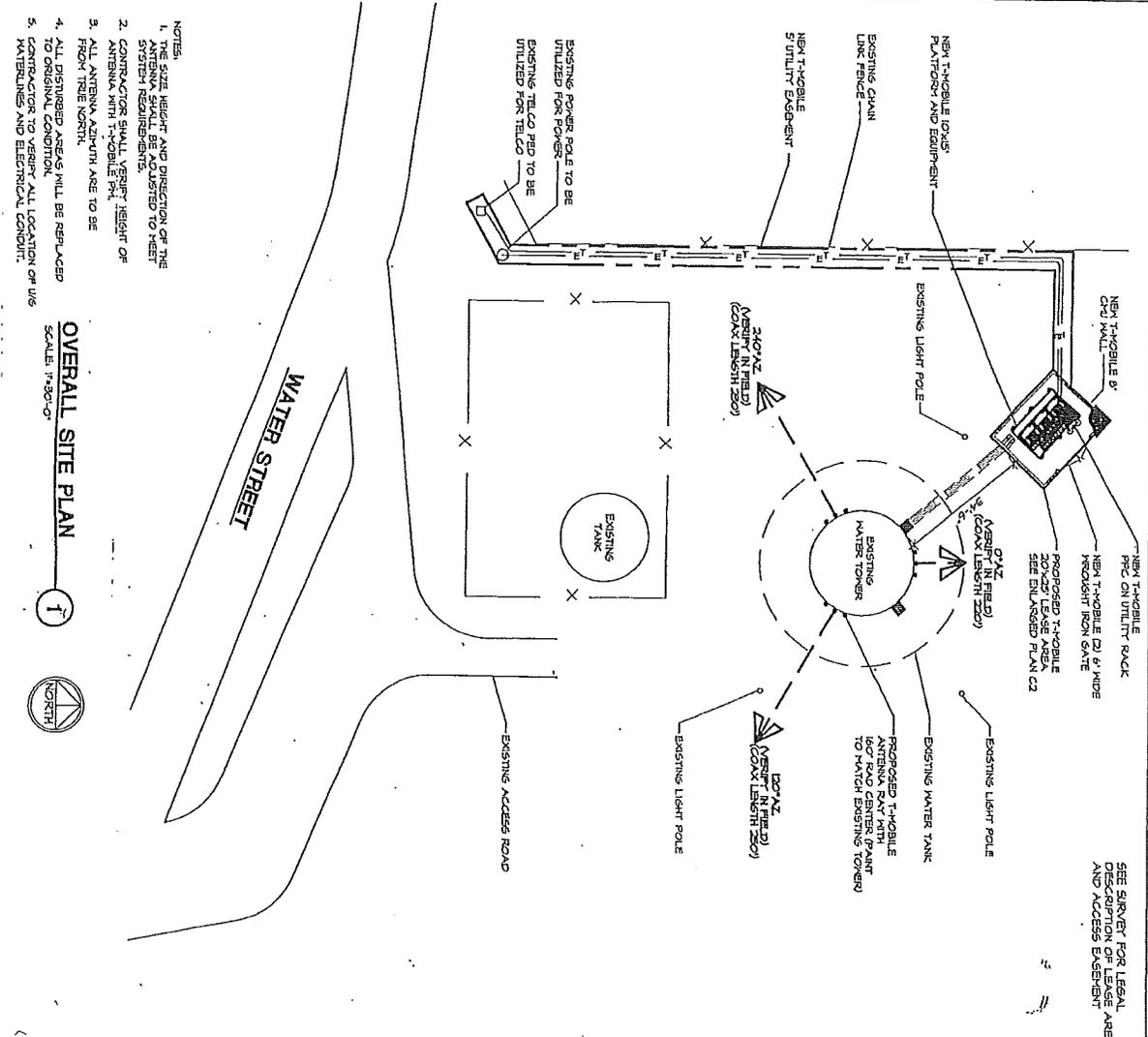
THENCE S 84 degrees 45 minutes 00 seconds E, 393.77 feet to a 1/2 inch steel rod set for the northeast corner of this tract;

THENCE S 05 degrees 15 minutes 00 seconds W, 396.62 feet to a 1/2 inch steel rod set in the south line of the aforesaid tract for the southeast corner of this tract;

THENCE N 84 degrees 30 minutes 50 seconds W, at 199.96 feet pass a 1/2 inch steel rod set for witness, in all 450.18 feet to the POINT OF BEGINNING and containing approximately 3.227 acres or 140,568 square feet of land.

GENERAL NOTES

EQUIPMENT PLATFORM AND ANTENNA ARE DESIGNED TO MEET LEAD-BUILDING DESIGN AND FABRICATION STANDARDS FOR STEEL STRUCTURES, THE DESIGN WIND SPEED IS 70 MPH. ALL STRUCTURAL STEEL SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION. VERIFICATION SHALL BE REQUIRED INSIDE LEASED AREA AND ACCESS TO ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED, AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATION LATEST EDITION. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH ACI 309 AND ACI 318. ACCESS NOT SHOWN AND NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS REQUIRED). THESE WILL BE NO OUTDOOR LIGHTING WITH THE EXCEPTION OF EMERGENCY FACILITY HAS NO PLUMBING. ANTENNA PLATFORM AND ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EMPLOYED IN THE ASSEMBLY AND ERECTION OF STRUCTURES. CONTRACT COMPANIES AND THEIR PERSONNEL SHALL PRACTICE ALL OSHA SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR T-HOBILE. WHERE A TOWER DOES NOT HAVE A PERMANENT FALL PROTECTION SYSTEM, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FALL PROTECTION SYSTEM PRIOR TO COMMENCING ALL WORK ACTIVITIES AT A T-HOBILE. LEASED OR OWNED SITE OWNERS SHOULD BE IMMEDIATELY NOTIFIED OF ANY WORK BEING CONDUCTED ON THE PROPERTY THAT COULD CAUSE DAMAGE TO THE PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF ANY, SHALL BE CORRECTED BY THE CONTRACTOR WHILE ON SITE. AFTER THE CONTRACTOR HAS BEEN ADVISED OF THE SAFETY HAZARD, RECEIVED APPROVAL FROM OWNER TO REPAIR THE CORRECTION.



- NOTES:
1. ANTENNA HEIGHT AND DIRECTION OF THE SYSTEM REQUIREMENTS.
 2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-HOBILE PM.
 3. ALL ANTENNA AZIMUTH ARE TO BE FROM TREE NORTH.
 4. ALL DISMISSED AREAS WILL BE REPLACED TO ORIGINAL CONDITION.
 5. CONTRACTOR TO VERIFY ALL LOCATION OF USE WATERLINES AND ELECTRICAL CONDUIT.

OVERALL SITE PLAN
SCALE: 1"=30'-0"

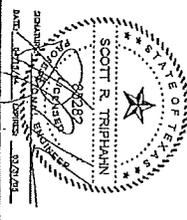


W-T COMMUNICATION DESIGN GROUP, LLC
3001 LBJ FREEWAY, SUITE 170
DALLAS, TEXAS 75234
Ph: (214) 523-4100
Fax: (214) 523-4101

Mobile
11830 WEBB CHAPEL RD.
SUITE 5000
DALLAS, TEXAS 75234
OFFICE: (214) 523-4100
FAX: (214) 523-4101

NO.	DATE	DESCRIPTION
1	04/15/04	FOR CONSTRUCTION
A	04/07/04	FOR CLIENT REVIEW

DA1646.A
Ovilla Water Tower
125 WATER STREET
Ovilla, TEXAS 75154
ELLIS COUNTY



OVERALL SITE PLAN
DATE: 04/07/04
SCALE: AS NOTED
DRAWN: AG
W-T # TO42G8
SHEET

C-1

EXHIBIT "B"
Page 1 of 3
DESCRIPTION OF LEASE PREMISES AND FACILITIES

Attached to and made a part of that certain Lease Agreement dated June 1, 2004, by and between _____ by its general partner, _____, **LESSEE**, and City of Ovilla, **LESSOR**.

	071 0656
	VOL. PD.
	13746
<small>Prepared by the State Bar of Texas for use by lawyers only Revised 2/88 8 pages in the State Bar Manual Form</small>	
WARRANTY DEED	
<small>(Long Form)</small>	
Date: September 25, 1991	
Giver: OVILLA COMMUNITY CENTER, an unincorporated association, acting herein by and through its duly authorized officers, Crady Orr, President and Wilson Pickard, Secretary	
Grantee: CITY OF OVILLA, a municipal corporation	
Grantee's Mailing Address (including county): P. O. Box 3047, Ovilla, Ellis County, Texas, 75136	
Consideration: TEN AND NO/100TH DOLLARS (\$10.00) CASH and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, that being	
<u>A L L C A S H</u>	
PROPERTY (including any improvements):	
BEING all that certain lot, tract or parcel of land lying in the JOHN BILLINGSLEY SURVEY, A-80, in Ellis County, Texas, and being the same tract (called 7.227 acres) as conveyed to the Ovilla Community Center and recorded in Volume 544, Page 127, of the Deed Records of Ellis County, Texas, and being more particularly described as follows:	
BEGINNING at a railroad spike set in Hator Street for the lower southwest corner of the aforesaid tract and the same for this tract;	
THENCE N 49 degrees 18 minutes 40 seconds W, 162.53 feet along said road to a railroad spike set for the upper southwest corner of the aforesaid tract and same for this tract;	
THENCE N 01 degrees 47 minutes 00 seconds W, at 29.52 feet pass a 1/2 inch steel rod set for witness, in all, 303.74 feet to a 1/2 inch steel rod found for the northwest corner of this tract and same for the aforesaid tract;	
THENCE S 84 degrees 45 minutes 00 seconds E, 193.77 feet to a 1/2 inch steel rod set for the northeast corner of this tract;	
THENCE S 05 degrees 15 minutes 00 seconds W, 196.62 feet to a 1/2 inch steel rod set in the south line of the aforesaid tract for the southeast corner of this tract;	
THENCE N 84 degrees 30 minutes 50 seconds W, at 199.95 feet pass a 1/2 inch steel rod set for witness, in all 456.18 feet to the POINT OF BEGINNING and containing approximately 3.227 acres or 140,560 square feet of land.	

EXHIBIT "B"
Page 3 of 3

Grantor, for the consideration and subject to the reservations from and exceptions to covenants and warranty, grants, sells, and conveys to Grantee the property, together with all the rights and appurtenances thereto in anywise belonging, to said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantor and Grantee's heirs, executors, administrators, successors, and assigns against every person who lawfully claims or to claim the same or any part thereof, except as to the reservations from and exceptions to covenants and warranty.

When the contents require, legal forms and processes include the plural.

OVILLA COMMUNITY CENTER

871
VOL. 0356
P.C.

ATTEST:

Wilson Rickard
WILSON RICKARD, Secretary

Grady Oak
GRADY OAK, President

(Acknowledgment)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 27 day of September 19 91 by GRADY OAK, President of OVILLA COMMUNITY CENTER, an unincorporated association, as the only person authorized to execute this instrument on behalf of said association.

S. F. CHATHAM
Notary Public, State of Texas
Notary's commission expires: 9-7-96
Notary's commission expires: 9-7-96

(Acknowledgment)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 27th day of SEPTEMBER 19 91 by WILSON RICKARD, Secretary of OVILLA COMMUNITY CENTER, an unincorporated association, as the only person authorized to execute this instrument on behalf of said corporation.

S. F. CHATHAM
Notary Public, State of Texas
Notary's commission expires: 9-7-96
Notary's commission expires: 9-7-96

FOR RECORD OR RETURN TO:

PREPARED BY THE LAW OFFICE OF:

CELL SITE NAME: Cockrell Hill/Ovilla WT
CENTER NUMBER: #4365

**EXHIBIT "C"
SURVEY**

EXHIBIT "D"
MEMORANDUM OF LEASE AGREEMENT

This Indenture, made this 1st day of June, 2004, by and between the **City of Ovilla**, 105 S. Cockrell Hill Road, Suite 2, Ovilla, Dallas County, Texas 75154 hereinafter called **LESSOR** and _____ (**LESSEE**), acting in its capacity as general partner of _____, and being a corporation organized and existing under the laws of the State of _____, with its principal place of business at _____, hereinafter called **LESSEE**.

LESSOR has agreed to let and hereby does let and demise to **LESSEE** and **LESSEE** has agreed to take and does hereby take from **LESSOR** a 247 x 170 portion of the following described real property lying and being 3.2 acre(s) of land, more or less, including a freestanding water tower located on 105 S. Cockrell Hill Road, Ovilla, Texas situated in the John Billingsley Survey, Abstract No. 80 and being more particularly described in Deed dated September 25, 1991 from Ovilla Community Center, to the City of Ovilla, recorded in Volume 871, Page 654, Deed Records, Ellis County, Texas.

Said 247 x 170 portion including a 20 Joint and Common Right of Way Easement to/from the Leased Premises to _____ is hereinafter referred to as the "Leased Premises". Approximate location of said Leased Premises within the above-described real property is illustrated on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same for a Lease term of five (5) years, commencing on 1st day of June, 2004, subject to the terms and conditions more particularly set forth in a Lease Agreement executed by the **LESSOR** and **LESSEE** referred to herein and bearing even date herewith for the purposes of constructing, operating and maintaining communications facility and all other activities related thereto.

{THIS SECTION INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this Indenture the day and year first herein below written.

LESSOR: CITY OF OVILLA, TEXAS

By: Scott Campbell, City Administrator

Date: 06/01/09

LESSEE:

[Signature]
By: _____

Name: Jon Zumsteg
Title: Director of Engineering and Operations

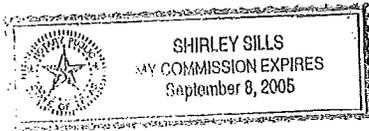
Date: 6-7-09

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority in and for Ellis County, Texas, on this day personally appeared Scott Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Ovilla, and that he is authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of June, 2004.



Shirley Sills
Notary Public in and for the State of Texas

SHIRLEY SILLS
Type or Print Notary's Name

My Commission Expires:

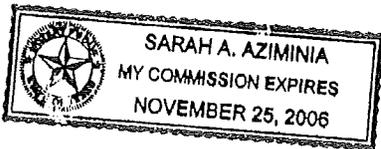
9-8-2005

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority in and for Harris County, Texas, on this day personally appeared Jon Zumsteg, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Director of Engineering of T-Mobile USA, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of June, 2004.



Sarah Azimonia
Notary Public in and for the State of Texas

Sarah A. Azimonia
Type or Print Notary's Name

My Commission Expires:

11/25/06

EXHIBIT "A" TO MEMORANDUM OF LEASE AGREEMENT
 Page 1 of 3

Attached to and made a part of that certain Memorandum of Lease Agreement dated June 1, 2004, by and between _____, LESSEE, and City of Ovilla, LESSOR.

	071 0654
	VOL. PG.
<small>Prepared by the Economic Development Department for use by the City of Ovilla</small> WARRANTY DEED <small>(Long Form)</small>	
1374	
Date: September 25, 1991	
Grantor: OVILLA COMMUNITY CENTER, an unincorporated association, acting herein by and through its duly authorized officers, Grady One, President and Wilson Richard, Secretary	
Grantee: CITY OF OVILLA, a municipal corporation	
Grantee's Mailing Address (including county): P. O. Box 2047, Ovilla, Ellis County, Texas, 75134	
Consideration: TEN AND NO/100THS DOLLARS (\$10.00) CASH and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, that being	
<u> A L L C A S H </u>	
PROPERTY (including any improvements):	
BEING all that certain lot, tract or parcel of land lying in the JOHN BILLINGSLEY SURVEY, A-80, in Ellis County, Texas, and being the same tract (called 7.227 acres) as conveyed to the Ovilla Community Center and recorded in Volume 514, Page 327, of the Deed Records of Ellis County, Texas, and being more particularly described as follows:	
BEGINNING at a railroad spike set in Water Street for the lower southwest corner of the aforesaid tract and the same for this tract;	
THENCE N 45 degrees 18 minutes 40 seconds W, 162.33 feet along said road to a railroad spike set for the upper southwest corner of the aforesaid tract and same for this tract;	
THENCE N 01 degrees 47 minutes 00 seconds W, at 29.82 feet pass a 1/2 inch steel rod set for witness, in all, 303.74 feet to a 1/2 inch steel rod found for the northwest corner of this tract and same for the aforesaid tract;	
THENCE S 84 degrees 45 minutes 00 seconds E, 393.77 feet to a 1/2 inch steel rod set for the northeast corner of this tract;	
THENCE S 05 degrees 15 minutes 00 seconds W, 336.62 feet to a 1/2 inch steel rod set in the south line of the aforesaid tract for the southeast corner of this tract;	
THENCE N 84 degrees 30 minutes 50 seconds W, at 199.96 feet pass a 1/2 inch steel rod set for witness, in all 450.18 feet to the POINT OF BEGINNING and containing approximately 3.227 acres or 140,360 square feet of land.	

CITY OF OVILLA, P.O. Box 2047, Ovilla, Texas 75134

EXHIBIT "A" TO MEMORANDUM OF LEASE AGREEMENT
Page 3 of 3

Grantor, for the consideration and subject to the restrictions hereon and exceptions to every part and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to and Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property in and to claim the same in any part thereof, except as to the restrictions hereon and exceptions to conveyance and warranty.

When the conditions require, maps, plans and drawings include the plan.

OVILLA COMMUNITY CENTER

VOL. 871
PAGE 6558

ATTEST:

Wilson Piccard
WILSON PICCARD, Secretary

Grady Orr
GRADY ORR, President

(All are acknowledged)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on the 27 day of September, 19 91, by GRADY ORR, President of OVILLA COMMUNITY CENTER, an unincorporated association, as SECRETARY of said association.

S. F. CHAPMAN
Notary Public, State of Texas
Notary's commission expires: 9-21-92

(All are acknowledged)

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me as the WILSON PICCARD, Secretary of OVILLA COMMUNITY CENTER, an unincorporated association, as SECRETARY on behalf of said corporation.

S. F. CHAPMAN
Notary Public, State of Texas
Notary's commission expires: 9-21-92

AFTER RECORDING RETURN TO

PREPARED BY THE LAW OFFICE OF

CELL SITE NAME: Cockrell Hill/Ovilla WT



DATE: 04-28-14

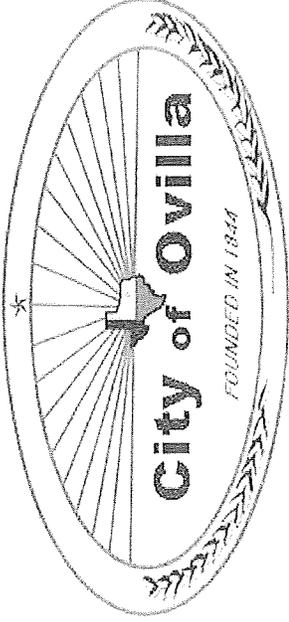
TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

**SUBJECT: Committed Fund Balance Calculation for
Quarter Ending 03-31-14**

City of Ovilla
Committed Fund Balance
as of March 31, 2014

Description	Account Number	2013-2014 Budget Amount
Total General Fund 2013-2014 Budget		2,611,074
Capital Outlay - Buildings	5107420	0
Capital Outlay - Land	5107425	0
Capital Outlay - Machinery and Equipment	5107440	0
Capital Outlay - Vehicles	5207450	0
Capital Outlay - Other	5207490	0
Capital Outlay - Machinery and Equipment	5307440	0
Capital Outlay - Building	5507420	0
Capital Outlay - Machinery and Equipment	5507440	(7,000)
Capital Outlay - Vehicles	5507450	0
Capital Outlay - Infrastructure	5507460	(376,953)
Capital Outlay - Machinery and Equipment	5607440	(3,500)
Total Budget Less Capital or one time Expenditures		2,223,621
Less Contingency Reserve	5109001	(16,450)
		2,207,171
		25%
Committed Fund Balance		\$ 551,792.75
Total Reserve Bank Value Accounts		
Prosperity Bank (Acct. #670010608)	1012290	\$ 55,499.19
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 127,234.97
Prosperity CD (Acct. #670010694)	1012260	\$ 243,997.77
Texstar Reserves (Acct.#07017-1112)	1011525	\$ 928.82
Total Reserve Cash		\$ 427,660.75
Total undesignated cash reserves (Acct. #9307605)	1012520	\$ 125,000.00
Total Reserve Cash & Designated Cash		\$ 552,660.75
Number of Days in Current Reserve	\$ 6,047.04	91.39
Unassigned Fund Balance from 2012-2013 Audit		\$ 1,407,803.00
Less Approved Road Work on Cockrell Hill Rd. 5-28-13		\$ (228,953.00)
Balance Left in Current Unassigned GF Balance		\$ 1,178,850.00



DATE: 04-28-2014

TO: Honorable Mayor and Council Members

FROM: Sharon Jungman

SUBJECT: Quarterly Investment Report for

Quarter Ending 03-31-14

City of Ovilla
 Fiscal Year 2013-2014
 Investment Report
 For Quarter Ending March 31, 2014

Fund	Bank	Investment Type	Description	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 01-1-2014	Activity During Quarter	Ending Market Value 03/31/2014	Book Value 03/31/2014	Difference
GENERAL FUND												
GF	Prosperity Bank	Operating	General	1012500	N/A	N/A	0.3200%	\$ 986,767.46	Interest Earned \$ 1,115.48 Net Deposit \$ 1,141,471.54 Net Withdrawals \$ 641,474.99 Ending Balance \$1,487,879.49	\$1,487,879.49	\$1,479,018.98	\$8,860.51
GF	Texstar Investment		Pool	1012525	N/A	N/A	0.0400%	\$ 3,723.96	Interest Earned \$ 0.13 Withdrawal \$ - Ending Balance \$ 3,724.09	\$ 3,724.09	\$3,724.09	\$0.00
GF	Prosperity Bank		Money Market	1012520	3/2/11	N/A	0.2000%	\$228,702.50	Interest Earned \$ 112.80 Withdrawal \$ - Ending Balance \$228,815.30	\$228,815.30	\$228,815.30	\$0.00
GF	Texstar Investment		Pool	1011525	N/A	N/A	0.0400%	\$ 928.82	Interest Earned \$0.00	\$928.82	\$928.82	\$0.00
GF	Prosperity Bank		Money Market	1012250	N/A	N/A	0.2000%	\$ 127,172.25	Interest Earned \$ 62.72 Net Deposit \$ - Net Withdrawals \$ - Ending Balance \$ 127,234.97	\$ 127,234.97	\$127,234.97	\$0.00
GF	Citizens National Bank		CD	1012255	8/20/13	2/21/14	0.3000%	\$ 243,633.32	Interest Earned \$ 364.45 Net Deposit \$ - Net Withdrawals \$ 243,997.77 Ending Balance \$ 0.00	\$ 0.00	\$0.00	\$0.00
GF	Prosperity Bank		CD	1012260	2/25/14	2/25/15	0.3500%	\$ 243,997.77	Interest Earned \$ - Net Deposit \$ - Net Withdrawals \$ - Ending Balance \$ 243,997.77	\$ 243,997.77	\$243,997.77	\$0.00
GF	Prosperity Bank		CD	1012290	10/17/13	10/17/14	0.3000%	\$ 55,457.26	Interest Earned \$ 41.93	\$55,499.19	\$55,499.19	\$0.00
									Total General Fund Balance	\$2,148,079.63	\$2,139,219.12	\$8,860.51
DEBT SERVICE												
Debt	Prosperity Bank	Savings Account	Sinking Fund	1010000	N/A	N/A	0.2000%	\$ 296,630.79	Interest Earned \$ 216.96 Deposits \$ 282,569.56 Deductions \$ 108,712.50 Ending Balance \$470,704.81	\$470,704.81	\$472,025.42	(\$1,320.61)

City of Ovilla
Fiscal Year 2013-2014
Investment Report
For Quarter Ending March 31, 2014

Fund	Bank	Investment Type	Description	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 01-1-2014	Activity During Quarter	Ending Market Value 03/31/2014	Book Value 03/31/2014	Difference
W&S IMPACT FEE												
W&S Impact	Prosperity Bank	Money Market	Water Impact	8510100	N/A	N/A	0.2000%	\$ 76,559.32	Interest Earned \$ 37.77 Net Deposit \$ - Net Withdrawals \$ - Ending Balance \$ 76,597.09	\$ 76,597.09	\$76,597.09	\$0.00
W&S Impact	Texstar Investment		Sewer Impact	8520165	N/A	N/A	0.0400%	\$ 3,151.28	Interest Earned \$ 0.13 Net Deposits \$ - Net Withdrawals \$ - Ending Balance \$ 3,151.41		\$3,151.41	\$0.00
W&S Impact	Prosperity Bank	Money Market	Sewer Impact	8520160	N/A	N/A	0.2000%	\$30,614.78	Interest Earned \$ 15.38 Net Deposit \$ 1,566.00 Net Withdrawals \$ - Ending Balance \$ 32,196.16		\$32,196.16	\$0.00
Total W&S Impact Fund										\$111,944.66	\$111,944.66	\$0.00
PARK IMPROVEMENT												
Park	Prosperity Bank		Money Market	1010200	3/16/11	N/A	0.2000%	\$ 29,936.93	Interest Earned \$ 16.14 Deposits \$ 7,024.92 Withdrawals \$ - Ending Balance \$ 36,977.99		\$36,977.99	\$0.00
Total Park Improvement Fund										\$36,977.99	\$36,977.99	\$0.00
Ovilla 4B EDC												
4B EDC	Prosperity Bank	Operating		1012500	N/A	N/A	0.3200%	\$ 323,296.25	Interest Earned \$ 261.88 Net Deposit \$ 23,713.81 Net Withdrawals \$ 3,646.00 Ending Balance \$ 343,625.94		\$343,625.94	\$0.00
Municipal Development District												
MDD	Prosperity Bank	Operating		1012501	N/A	N/A	0.3200%	\$ 72,955.01	Interest Earned \$ 59.86 Net Deposit \$ 7,682.35 Net Withdrawals \$ 1,796.00 Ending Balance \$ 78,901.22		\$78,901.22	\$0.00
Police Dept. Special Fund												
Police Special	Prosperity Bank	Operating		1001010	N/A	N/A	0.0000%	\$ 11,419.11	Interest Earned \$ - Net Deposit \$ - Net Withdrawals \$ 819.95 Ending Balance \$ 10,599.16		\$10,599.16	\$311.96

City of Ovilla
 Fiscal Year 2013-2014
 Investment Report
 For Quarter Ending March 31, 2014

Fund	Bank	Investment Type	Description	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 01-1-2014	Activity During Quarter	Ending Market Value 03/31/2014	Book Value 03/31/2014	Difference
Fire Auxil.	Prosperity Bank	Operating		1010000	N/A	N/A	0.0000%	\$ 4,323.25	Interest Earned Net Deposit Net Withdrawals Ending Balance	\$ 2,500.00 \$ 2,999.21 \$3,824.04	\$3,624.54	\$199.50
									Total Investments	\$4,326,830.00	\$4,316,507.18	\$10,322.82
<p>This report is prepared in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity</p> <p><i>Cynthia Powell</i> Cynthia Powell City Administrator</p>												



Ovilla City Council

AGENDA ITEM REPORT

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

Meeting Date: April 28, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Staff

Amount: \$N/A

Attachments:	
1. Scholarship Application(s)	
Agenda Item / Topic:	
ITEM 1.	<i>DISCUSSION/ACTION</i> – Consideration of and action on the selection of a scholarship applicant for the Best Southwest Partnership Education Committee’s scholarship program.
Discussion / Justification:	
The Best Southwest Partnership (BSW) Education Committee received scholarship applications from high school students residing in the twelve cities in the Best Southwest Partnership’s region. The City Council Scholarship Committee, consisting of the Mayor and Councilman David Griffin, and Councilman Larry Stevenson met on April 28, 2014 at 6:00 p.m. to review applications from students residing in Ovilla. The Committee will share their recommendation with Council for the Best Southwest Partnership Education Committee’s scholarship recipient. The deadline for the Committee’s selection of the scholarship recipient is May 09, 2014. The BSW 2 nd Annual Quarterly Luncheon will be held on May 29, 2014, at 11:30 a.m. at the Hilton Garden Inn in Duncanville where the scholarship recipients will be announced.	
Recommendation / Staff Comments:	
Completed applications were received from Ovilla residents, Calle Coleman, Hannah Oakes, David Walden, and Averil Walker.	
Sample Motion(s):	
<i>I move that _____ be selected for the Best Southwest Partnership Education Committee’s scholarship program.</i>	



{2014 Scholarship Information Packet & Scholarship Application}

Best Southwest Partnership • 300 E Wheatland Road • Duncanville, Texas 75116 • director@bestsouthwest.org • v: 214.535.1883 • Bestsouthwest.org

YOUR ASPIRATIONS

In one or two sentences, describe your career goals: (Limit 375 characters with spaces)

After obtaining a degree in English, I plan to become a secondary level English teacher. I was born with an unyielding passion for both teaching & English, so I simply cannot see myself with another occupation.

What are your professional aspirations? What issues, needs or problems do you hope to address? Indicate in which area(s) you are considering making your career and specify how your academic program and your overall educational plans will assist you in achieving your goals. (Limit 500 characters with spaces)

As a professional, I seek to aspire to change the lives of students because every student has the potential to make a lasting impact on the world. Nothing bothers me more than encountering a student who is put down & told they won't amount to anything. I have always had a passion for both English & the expansion of knowledge, and these passions will help me achieve my goals.

Briefly describe why you should receive the 2014 Best Southwest Partnership Scholarship: (Limit 2000 characters with spaces)

What I admire most about my family is that we prioritize ideals such as faith & family time rather than money. Because of this, my mother chose to be a stay-at-home mom when I was born so that she could be a part of my life & devote time to me. My family of four lives on one, modest income, but we believe that hard work can take one to places beyond their monetary boundaries. I am determined to work hard enough to reach my college goals. I should receive this scholarship because of not only need, but because of my hard work & undeterred determination.

STATEMENT OF COMMITMENT: I have read, understand and agree to the Best Southwest Partnership's expectations of me as a scholar.

SIGNATURE: Calli Coleman Date: 4/8/14

FOR OFFICE/COMMITTEE USE:
Date received: ___/___/___ Date BSW Director reviewed: ___/___/___ Date Committee reviewed: ___/___/___
Approved Y / N BY: _____ Date applicant notified of status: ___/___/___

Calle Coleman

More often than not, I am told that my goals are too high for me to reach, and that I am in over my head. When people hear of my future plans and aspirations, I see the same confused facial expression and hear the same “are you sure” response. Honestly, it becomes taxing to hear people doubt me over and over again, but now I’ve learned to expect it. The constant comments meant to bring me down have now started to have the opposite effect; these comments are driving me even closer to reaching my goals. I used to passively desire to attend a prestigious school, despite our family’s single modest income, but now I am passionately determined to reach this goal.

Ever since I was a young girl in elementary school, I have always had the desire to teach. As I sat in my first grade class, I watched my teacher write on the board every day and thought to myself that I wanted to do that someday. Now, at this point in my life, I only wanted to become a teacher so I could use the fascinating dry-erase markers any time I pleased. Although seven-year-old me didn’t have the motive quite right, she was on the right path. Teachers have the potential to change students’ lives completely, shaping them into the people they will eventually grow up to be. In their hands, teachers hold the power of the next generation – the generation that will lead our world into its vast and mysterious future. To have this kind of power and potential, I would need to make myself into the best teacher I could possibly be by educating myself beyond the bare minimum. That’s why I have such high expectations for my college experience, and that’s why I’m giving everything I have during scholarship season to get where I need to be.

Calle Coleman

I come from a family that has never seen money as the top priority, and this is one thing I admire most about them. We believe that hard work and determination are what leads to success, and that there are many things in life that are far more important than the size of a paycheck. We live off of one income that comes from my father, while my mother gives everything she can possibly give to my brother and me by staying at home and caring for us. This is a sacrifice my mother has made so that she can be further involved in our lives, and my life would be vastly different if she hadn't made this sacrifice for us. Because of this, however, paying for college isn't an easy task. Scholarships are so vital to getting me where I need to be and to helping me truly succeed. I have worked harder than I have in my entire life to earn enough money to go to college, and I would trade a second of my hard work for anything in the world. Hard work is such a vital component to success, and determination is a quality that makes me who I am. I have faith that wherever I end up in life will be the best thing for me, but my life is in my own hands. I have the power to succeed or the power to fail, and failure simply is not an option.

R • E • D • O • A • K
band program

122 State Hwy 342 • Red Oak, Texas 75154
972-617-4617 www.redoakband.com

April 10, 2014

The 2014 Best Southwest Partnership Scholarship Award
Joe Johnson, IOM, Executive Director
300 E. Wheatland Road
Duncanville, TX 75116

To the 2014 Best Southwest Partnership Scholarship Committee:

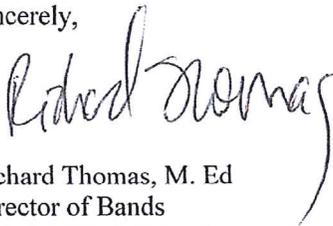
It is my honor to write a letter of recommendation for **Calle Coleman**, who has been a student of mine in the Red Oak High School Band Program. I have known Calle as a student for about 6 years, and I feel that she is tremendously and uniquely qualified for your scholarship award. As long as I have known her, Calle has been a natural leader. Even when she was in junior high band and volleyball, she was someone that other students in those groups naturally gravitated toward. Those traits became more evident in high school as she spent most of her high school years as Captain of her volleyball teams. Additionally, she served as part of our "Link Leadership" team, designed specifically to provide mentoring leadership to incoming freshmen, and also currently serves in our "Peer Coaching" program, where she provides academic leadership and guidance to select students in the school. Calle truly has authentic servant-leadership in her DNA, and I fully expect to see those natural traits follow her to college.

Calle is also an exceptional scholar. Instead of going with an "easy" senior year, she is enrolled in at least four Advanced Placement/Dual Credit course, and she is doing exceptionally well in all of them. She is also currently the Secretary of our National Honor Society chapter, and she is ranked very high (25th) in her senior class of over 400 students. She was also recognized as a Texas "Academic All-State" athlete due to her strengths as a student athlete. I believe her academic abilities and potential for future college success are extremely high; indeed, I would not be surprised to see Calle as a Rhodes or Fullbright scholar someday.

Finally, Calle is tremendously involved in a number of activities throughout our school and community. Here at Red Oak, she is a valued flute member of my varsity Wind Ensemble, where she was just recently recognized with a Superior Rating at the regional UIL Solo and Ensemble Contest. She also recently played flute in the pit orchestra for our recent production of "The Wizard of Oz." Additionally, here at Red Oak, Calle has been involved in volleyball, yearbook, Teens for Jeans project, and a student-led Bible study group. Outside of school, Calle is involved with various aspects of her church (youth praise team, mission trips and projects, etc.), and has also volunteered time with the North Ellis County Outreach Center, with tutoring junior high algebra students, and as a volunteer kids volleyball camp coach.

Our core values in the Red Oak High School band program are Discipline, Excellence, Character, Unity, and Service. Calle exemplifies those values, and I know she would bring honor to the Best Southwest Partnership name if she were awarded your scholarship. Based on her excellent academic achievement, her record of outstanding leadership and school honors, her involvement in various activities, and definitely on her potential for success, I highly recommend Calle Coleman to you with no reservations at all, and with my highest regards for her personally. Please do not hesitate to contact me at richard.thomas@redoakisd.org if you have any questions that I may answer regarding her qualifications.

Sincerely,



Richard Thomas, M. Ed
Director of Bands
Red Oak High School

Calle Coleman
602 Meadowlark Drive, Ovilla, Texas 75154

Education

August 2010—June 2014; Red Oak High School, 9-12
Red Oak, Texas

Academic Honors/Achievements

Graphic Design Student of the Year - 2012
Adobe Photoshop Certification - 2012
All District Academic Volleyball 2013
All State Academic Volleyball 2013
Red Oak Education Foundation Star Student - Received by the top 25 ranked students in the class of 2014.
Honorable Hawk Award – Awarded to Red Oak Seniors who make a difference at Red Oak High School.
Division 1 rating on a Class 1 flute solo at the Regional Solo and Ensemble Contest - 2014

Leadership Positions Held

Captain of Freshman and JV Volleyball Teams - 2010-2013
Secretary of the National Honor Society (NHS) - 2013-2014
Link Leadership Program - 2013-2014
-As a member of the Link Leadership program, I was assigned a group of ten freshmen to take under my wing throughout their first year of high school. I eat lunch with them, help them with homework, and serve as a positive role model for them during this important transition from Jr. High to High School.
Peer Coaching - 2013-2014
-Upon acceptance into the Peer Coaching program, I was assigned to assist a group of struggling students to encourage and tutor them in the classroom. This class is integrated into my daily schedule.
Teens for Jeans Project – 2014
-Led and organized a jeans drive at ROHS, which collected 118 pair of jeans for the homeless in our community.

Extracurricular Activities

Varsity Volleyball (12)
Powerlifting (10,11)
Playing flute in the Wind Ensemble (top concert band) (11,12)
Peer Coaching a freshman English class (12)
ROHS student bible study group, Encounter (10,11,12)
Participating in various church activities and mission projects (9,10,11,12)
Yearbook staff (11)
National Honor Society (10,11,12)
Played in Orchestra of ROHS Theatre Production of "The Wizard of Oz" (12)
Teens for Jeans project charity drive (12)
TOMS Committee (annual walk to raise awareness of those without shoes) (10,11,12)

Job Experience

Paid Tutor (June-August 2013) - Spent a summer tutoring and instructing a freshman student through an on-line Algebra course. Responsible for teaching the content and methods of the details outlined in the course.

Chicken Express (Feb 2014.-Current) – Car Hop/Register - Responsible for serving food and drinks to customers, totaling and delivering ticket to accept payment and make change if necessary. Also responsible for keeping service area clean and organized.

Skills and Abilities

Creative, independent, people person, problem solver, team player.

Adobe Photoshop

3 years of Honors Spanish

Religious Activities

Play piano and sing with the praise team in youth group on occasion.

Participated in many volunteer mission projects all around the church, most of which included labor such as building a prayer garden and landscaping.

Helped with Vacation Bible School, Sunday school for young kids, and children's church.

Volunteer Experience

Red Oak Junior High Math Department, Algebra tutor

- Spent about 2 hours a week for five months tutoring seventh and eighth grade students in both Pre-Algebra and Algebra 1 courses.

PTSA of Red Oak High School, concession stand worker

-Worked the concession stand at various football, volleyball, and basketball games.

North Ellis County Outreach Center, Thrift shop volunteer

-Volunteered 8 hours tagging and organizing donations, kept shelves organized, and helped shoppers around the store.

Red Oak Volleyball Future Lady Hawk Camp, Coach

- Coached volleyball girls between the ages of 8 and 12 for one week every year for the past three years. Responsible for teaching them the skills and strengths needed to become a team player.

National Honor Society, Member/ Secretary

-Spent 45 hours total in the past one and a half years serving the community in various ways representing the National Honor Society. These hours include service for the Red Oak Education Foundation, Eastridge Baptist Church, teachers at ROHS, and many other community-based activities.

Hobbies

Playing music on the flute, piano, and sometimes the guitar

Writing poetry, expository essays and creative narratives

Reading

MY SAT ONLINE SCORE REPORT

SAT TEST MARCH 09, 2013

Calle Coleman

PAGE 1 OF 10

NOT AN OFFICIAL SCORE REPORT

Summary of Results

Congratulations on taking the SAT Reasoning Test!

You're showing colleges that you are serious about getting an education. The SAT is one indicator of how ready you are to handle college-level work. The test measures what you learned in high school and how well you can apply that knowledge. Both skills are essential to doing well in high school and in college.

CRITICAL READING: 580

RANGE



When you take tests more than once, your scores may vary. This expected variation is considered your score range.

National Percentile: 75%

	TOTAL QUESTIONS	CORRECT ANSWERS	INCORRECT ANSWERS	OMITTED ANSWERS
CRITICAL READING				
SENTENCE COMPLETION	19	12	6	1
PASSAGE-BASED READING	48	37	9	2
TOTAL	67	49	15	3

See page 3 for details on your critical reading score.

MATHEMATICS: 640

RANGE



When you take tests more than once, your scores may vary. This expected variation is considered your score range.

National Percentile: 83%

	TOTAL QUESTIONS	CORRECT ANSWERS	INCORRECT ANSWERS	OMITTED ANSWERS
MATHEMATICS				
NUMBERS & OPERATIONS	13	11	1	1
ALGEBRA & FUNCTIONS	21	16	2	3
GOMETRY & MEASUREMENT	14	12	0	2
DATA ANALYSIS, STATISTICS, & PROBABILITY	6	5	1	0
TOTAL	54	44	4	6

See page 4 for details on your mathematics score.

WRITING: 660

RANGE



When you take tests more than once, your scores may vary. This expected variation is considered your score range.

National Percentile: 92%

WRITING

	TOTAL QUESTIONS	CORRECT ANSWERS	INCORRECT ANSWERS	OMITTED ANSWERS
IMPROVING SENTENCES	25	24	1	0
IDENTIFYING SENTENCE ERRORS	18	17	1	0
IMPROVING PARAGRAPHS	6	4	2	0
MULTIPLE CHOICE TOTAL	49	45	4	0
ESSAY: 8				

See page 5 for details on your writing score.
On page 6, view the essay you wrote.

See Glossary of Terms on page 10

A printout of this page will **not** be accepted by colleges as an official score report.

The ACT[®] Plus Writing Student Report



STUDENT'S NAME: CALLE D COLEMAN
 HIGH SCHOOL NAME: RED OAK HIGH SCHOOL
 HIGH SCHOOL CODE: 445-805

ACT ID: -34494720
 SSN: NOT PROVIDED
 TEST DATE & LOCATION: APR 2013 NATIONAL

Your ACT Scores

Rank: Approximate percent of ACT-tested students at or below your score

	In Your State	In the U.S.	1%	10%	25%	50%	75%	90%	99%
Composite Score 26	85%	83%							
ENGLISH 27*		85%							
Usage/Mechanics 14		83%							
Rhetorical Skills 15		92%							
MATHEMATICS 25*		79%							
Pre-Algebra/Elem. Algebra 13		74%							
Algebra/Coord. Geometry 13		83%							
Plane Geometry/Trig. 13		82%							
READING 28*		85%							
Social Studies/Sciences 11		59%							
Arts/Literature 18		99%							
SCIENCE 24*		77%							

■ ACT[®] test scores and the Composite score range from 1 to 36; subscores range from 1 to 18.

■ Your Composite score is the average of your scores on the four subject area tests. Subscores do not necessarily add up to your score for a subject area test.

■ Your ranks tell you the approximate percentages of recent high school graduates in the U.S. and your state who took the ACT and received scores that are the same as or lower than yours. A rank of 70, for example, means that 70% of students received scores that are the same as or lower than your score.

■ Your test scores are only estimates, not precise measures, of your educational development. You will find more information about interpreting your scores in the booklet provided with this report and at www.actstudent.org.

COMBINED ENGLISH/WRITING 26	84%
Writing (score range 2 to 12) 08	87%

The Combined English/Writing score ranges from 1 to 36 and is a combined measure of the Writing and English tests. The Writing score ranges from 2 to 12. Your ranks for these two scores are based on recent ACT-tested students who took the Writing test.

COMMENTS ON YOUR ESSAY: YOUR ESSAY ACKNOWLEDGED COUNTERARGUMENTS ON THE ISSUE BUT DID NOT DISCUSS THEM. YOUR ESSAY ADEQUATELY SUPPORTED GENERAL STATEMENTS WITH SPECIFIC REASONS, EXAMPLES, AND DETAILS. YOUR ESSAY MAINTAINED FOCUS ON THE SPECIFIC ISSUE IN THE PROMPT.



Looking for more information about your individual strengths and test preparation? Go to www.actstudent.org.

*Your College Readiness: If your scores are at or above the following ACT benchmark scores, you will likely be ready for first-year college courses-English 18, Mathematics 22, Reading 21, Science 24.

ACT, Inc.—Confidential Restricted when data present.

Your College Reports

At your direction, your scores from this test date are being reported to the colleges shown below. College planning information is provided for the first four choices you listed when you registered or tested. (Fifth and sixth choices, if any, appear just above your first choice.) Your GPA was calculated from the grades you reported. To view additional college planning information or to send additional reports, visit www.actstudent.org.

College Name and Code	What is the profile of enrolled 1st-year students at this college?		Is the program of study you prefer offered?	What are the approximate annual tuition and fees?*		What percent of 1st-year students receive financial aid based on:	
	High School Class Rank	ACT Composite Score		High School Grade Point Average	In-state	Out-of-state	Need?
YOU DID NOT PROVIDE CODES FOR ANY COLLEGES TO WHICH TO REPORT SCORES.							

Your Information

Your Class Rank: TOP 25%
 Your Composite Score: 26
 Your Calculated GPA: 3.73
 Your Selected Major: DIVINITY/MINISTRY



{2014 Scholarship Information Packet & Scholarship Application}

Best Southwest Partnership • 300 E Wheatland Road • Duncanville, Texas 75116 • director@bestsouthwest.org • v: 214.535.1883 • Bestsouthwest.org

YOUR ASPIRATIONS

In one or two sentences, describe your career goals: (Limit 375 characters with spaces)

My desire is to work in the secondary educational system as a mental health counselor.

What are your professional aspirations? What issues, needs or problems do you hope to address? Indicate in which area(s) you are considering making your career and specify how your academic program and your overall educational plans will assist you in achieving your goals. (Limit 500 characters with spaces)

I have seen an ever-expanding need for a mentoring/accountability program in our schools. I have personally witnessed students struggling with serious issues at home, with their peers, issues of poor self-esteem, issues with peer pressure to participate in activities that are detrimental to well-being. A degree in psychology with an emphasis in counseling would provide me the foundation needed to assist middle and high school students in working through these struggles and assist them in meeting their highest potential.

Briefly describe why you should receive the 2014 Best Southwest Partnership Scholarship: (Limit 2000 characters with spaces)

Having been born and raised in Ellis County, my ties are strong in this region. I have much to be thankful for. The business, medical, educational and spiritual communities have invested greatly in my life. My desire is to give back. I want our community to thrive and an investment in its youth is where we will see the greatest return. Education is not cheap. It takes determination, vision and funding. I will need to embrace all three in order to achieve my goal. I feel confident in my determination and vision. I am working on funding through grants, student loans and scholarships. I feel an investment in me will be an investment back into the partnership we call community.

STATEMENT OF COMMITMENT: I have read, understand and agree to the Best Southwest Partnership's expectations of me as a scholar.

SIGNATURE: Hannah Oakes Date: 2-16-14

FOR OFFICE/COMMITTEE USE:
Date received: ___/___/___ Date BSW Director reviewed: ___/___/___ Date Committee reviewed: ___/___/___
Approved Y / N BY: _____ Date applicant notified of status: ___/___/___

My Mom calls me her “Gentle Giant”. She claims my 6 foot stature is filled with a 6 foot sized heart. I don’t know about that. You know how moms exaggerate. I will agree with her though on having a heart for others, especially young people. This really became evident to me when I was asked to help coach the junior high basketball team during their daily practice this year. As a senior, I had some free time at the end of the school day before varsity basketball practice. The junior high basketball coach asked if I would be willing to help her team in lieu of going home for a few hours. I would have never imagined what a joy it would be to work with these young ladies. As the season progressed, I came to realize these girls weren’t impressed with my basketball abilities. They were drawn to me as an older student taking time to be with them; accepting them regardless of their athletic ability, listening to them and encouraging them in spite of their “goofiness”. What an education I received! I realized that young people need an advocate, a mentor, an encourager.

My school, Ovilla Christian School, strongly encourages servant-leadership. We are encouraged into leadership positions by serving others. I have been given many opportunities to exemplify this attribute. As class representative for 2 years, I have been able to serve my school as a liaison between the students and administration. I have had the privilege of working on the Jr./Sr. Banquet Committee, the upstart of a new school store, Homecoming banner committee, organizing the building of the float for Heritage Day, and missions trips to Arlington, Houston and the Dominican Republic. I have been selected as the captain of the varsity basketball team and softball team. I have learned that effective leadership comes from a willingness to serve others.

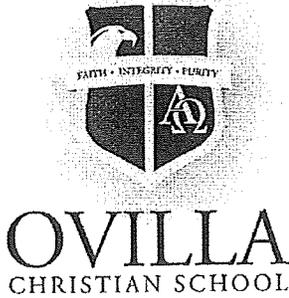
I am also a member of the Texas Teen Coastal Conservation Association. CCA is a non-profit marine conservation association whose goal is the conservation and restoration of our coastal

marine resources. It has been a delight to educate my family and friends about conservation efforts of the CCA on personal, guided boat tours in the Port O'Connor/ Matagorda Bay area of the Gulf Coast.

Recently I was honored to receive the Good Citizen Award from the National Society of the Daughters of the American Revolution. I am fortunate that my heritage is infused with patriots dating back to the American Revolution. Serving others, as well as country, runs deep in my family.

I will be attending Dallas Baptist University in the fall. My plans are to major in psychology with an emphasis in counseling. My heart's desire is to work with teens in a public or private school setting. I want serve these young people by undergirding them academically, athletically, emotionally and spiritually. I want to instill in them the God-given potential they each possess so that they in turn can make a difference in someone else's life and their community.

Hannah Oakes
612 Georgetown
Ovilla, TX 75154



Derward Richardson, PhD
Headmaster

Douglas Connell
Administrative Pastor

Cindy McDonald
Elementary Principal

Donna Garrett
Guidance Counselor
Admissions Director/Registrar

Chris Thomas
Athletic Director

Darren Marsack
School Board Chairman

Drew Erickson
ORBC Senior Pastor

February 18, 2014

To Whom It May Concern:

I am pleased to offer this letter of recommendation on behalf of Hannah Elizabeth Oakes. I have known Hannah for over 12 years, as an administrator at Ovilla Christian School, where she has attended since she was in K4. As a young girl, Miss Oakes was shy but very kind and gentle. Over the years, I have observed Hannah mature into a confident young lady who is loved and respected by her peers and her teachers. She is truly a joy to be around, in and out of the school setting. She was nominated by her teachers, and voted by her peers, to be class representative her junior and senior years.

Hannah constantly strives for excellence in the academic realm. She takes challenges and works diligently to complete the assignments. She is a delight to have in class because she has such a positive attitude and a tremendous work ethic.

Hannah is compassionate and caring with a heart for missions. She has served with Mission Arlington and the Center for Student Missions in Houston, Texas. Hannah went to the Dominican Republic with her senior class in November, 2013 where they built a chapel and ministered to the people of the area. Hannah has served the homeless community and underprivileged children by preparing and serving food, sorting and distributing clothes, cleaning and generally befriending people she comes in contact with. Hannah has also been involved in an annual basketball clinic and tournament where she has coached, cheered and mentored special needs athletes.

Miss Oakes enjoys being involved in extracurricular activities. She has performed in four musicals at Ovilla Christian School since her seventh grade year. She is very gifted in the arts and also enjoys painting and creating works of art in her spare time.

Hannah has been an integral part of the Ovilla Christian Lady Eagles basketball team since 9th grade, achieving second team all-district her junior year. She also played softball her freshman year and was team captain her junior year when she achieved second team all-district. Hannah is a team player as she gives one hundred percent effort and encourages her teammates to do the same at practice as well as during games.

Hannah is the type of young lady who is a friend to all and is willing to help people who are in need, whether it is teachers needing help in their classrooms, or people in the community who need assistance with clothing or food. I am happy to recommend Miss Oakes for the Best Southwest Partnership Scholarship. She is truly a wonderful young lady who you will continue to make a difference in our world in the future.

Sincerely,

Donna Garrett

Admissions/Guidance Counselor

Ovilla Christian School is a Christian Education ministry of Ovilla Road Baptist Church. We are a biblically based Christian school that seeks to partner with Christian families to produce a distinctively Christian, college preparatory environment. We provide the opportunity for children and young people to become centered in Christ and to be well prepared to serve as Christian leaders and role models in the midst of an increasingly secular society.

3251 Ovilla Road • Ovilla, Texas 75154 • Phone 972-617-1177 Fax 469-218-0135.
www.ovillachristianschool.org



Academic Achievement Record

Full Legal Name Oakes, Hannah Elizabeth School Name Ovilla Christian School
 SSN _____ School Address 3251 Ovilla Road Red Oak, TX 75154
 DOB _____ Sex Female School Code 445-804 Phone: _____
 Parent or Guardian Philip and Beth Oakes District Ovilla Christian School
 Address 612 Georgetown Ovilla, TX 75154 Last School Attended _____
 Phone _____ Last School Address _____
 Class Size 33 GPA 3.4120

Department	Grade 9 2010 - 2011			Grade 10 2011 - 2012			Grade 11 2012 - 2013			Grade 12 2013 - 2014											
	COURSE	S1	S2	CRD	COURSE	S1	S2	CRD	COURSE	S1	S2	CRD									
		87	90	1.00		85	85	1.00		11 Bible Apologetics	96	0.50	Bible 12	94	0.50						
BIBLE	Bible 9				Bible 10				Bible 11	91											
ELECTIVE					11/12 Teacher Aid				11 College-Career Planning	98											
FINE ARTS	High School Art	100	100	1.00					SAT Prep	100	0.50										
FOREIGN LANGUAGE	Spanish I	86	85	1.00	Spanish II	87	83	1.00	High School Choir	100	99	1.00									
HEALTH					Health																
LANGUAGE ARTS	English 9	79	83	1.00	English 10	84	82	1.00	English 11	90	92	1.00	English 12	81						0.50	
MATH	Algebra I	84	79	1.00	Geometry	86	87	1.00	Alg II	82	85	1.00	12 Personal Finance	95	0.50					0.50	
PE	HS Var Softball		100	0.50	HS Girls Basketball		100	0.50	HS Girls Basketball		100	0.50	Coll Alg		90	0.50				0.50	
SCIENCE	HS VarG Basketball	100		0.50					HS Softbal		100	0.50									
SOCIAL STUDIES	Biology I	88	90	1.00	Conceptual Physics	81	79	1.00	Chemistry	78	81	1.00	12 Geology	87	0.50						
SPEECH	World Geography	84	91	1.00	World History	89	90	1.00	United States Histor	75	85	1.00	Government Economics	83	0.50						
TECHNOLOGY	High School Computer	90	89	1.00	Speech	94		0.50													
Earned Credits				9.00				8.50													3.00
Service Hours																					
Legend																					
Standardized Tests																					

DC = Dual Credit, H = Honors, J = HS Credit earned prior to Gr. 9, P = Passing, SS = Summer School, T = Transfer
 ACT: 04/2013 English: 21 Math: 21 Reading: 18 Science: 20 Eng/Writing: 19 Writing: 6 -- ACT: 06/2013 English: 21 Math: 18 Reading: 20 Science: 13 Composite: 18 Eng/Writing: 19
 Writing: 6
 Signature of School Official / Title / Date
Dana Bennett Registrar / 2/10/14

David Walden
Best Southwest Scholarship
Aspirations and Future Plans

My futures plans after graduation are to attend Oklahoma Christian University and major in Biology/Pre-Medical program. I chose Oklahoma Christian because of the unique Christian atmosphere, the elevated quality of education, and small school personal feeling. After earning a Bachelor's of Science degree in Biology, I will apply to medical school to reach my goal of being a doctor to tend to people's physical alignments in this highly advancing and overburdened field. Although I prefer medical school, I also plan to apply for dental school and pharmacy school to keep my options clear since all three are extremely difficult to get into.

The medical field is a highly competitive, selective, and has an uncertain future due to the National Health Care Act. In the past few months, a plethora of older doctors have retired to avoid the hardships and changes yet to come. However, I will accept the challenges of the health profession because I want to help others in areas that they cannot help themselves, and to daily make a difference in individual lives. If chosen to be a recipient for the scholarship, it would allow me to participate more in extensive classes like Oklahoma Christian's Cadaver lab and summer research internships at Texas medical universities.

With a biology/pre-med education, I would like to specialize in brain diseases, which is an interest I've had since my grandfather was afflicted with two brain aneurisms and continues to live in a coma state. There is no denying the burden that brain diseases cause. In the United States, over 5.4 million seniors are reported to have Alzheimer's disease, and in 2050, that number is estimated to be over 16 million. Additionally, US National Institute of Mental Health estimates 1 in 4 Americans have a diagnosable disorder, much of which can be explained by biological signs. As a doctor, I would like to pursue a career in brain research or become a neurosurgeon. Ultimately, I wish to impact lives by tending to people's physical needs. I aspire to use the talents given to me to help others persevere through formidable medical challenges and to serve others over myself.

The next section is a personal essay that combines the many different high school activities, leadership and character, and genuine commitment.

Why to Choose David Walden

Each student has a different set of skills and character traits that make them admirable. I started high school timid and quiet. However, I worked through my adversities by getting involved in the community service, joining organizations like Band and National Honor Society, and having a strong moral character. Therefore, I hope you consider me a creditable applicant for your scholarship.

In my high school years, I partook in many Community Service Opportunities from being in extracurricular activities and Church involvement. At Brown Street Church of Christ, I cooked and served many meals, including Thursday Meals for shut-ins, the Golden Agers Valentine's Banquet, the Veterans Day breakfast, the First Responders breakfast, and the Community Thanksgiving meal. Also I have been an active member in the 2471 Youth Group, going on mission trips to Logan, Utah and to Moore, Oklahoma. In Utah, I helped with maintenance work on an old church, and built and finished two houses for families in need. In Oklahoma, I was a part of the Churches of Christ Disaster Response Team, cleaning up the devastation left by several tornados. At one point, I was running underneath a partially collapsed roof, wrapping metal chains around support beams to remove them. I also have worked on in town mission trips, where I did community service such as tree trimming and property management for the elderly, visiting shut-ins, and helping out at Mission Printing by making and checking hymn booklets and study lessons. Along with mission trips, I have actively been a part of Leadership Training for Christ since third grade. This program helps develop young Christians' knowledge of the Bible and strengthen their leadership skills by participating in activities such as scripture reading, chorus, puppets drama skits, and bible bowl. During the summer one of my favorite community service activities is Vacation Bible where I have been a group guide and later did tech support. Twice at College Street, I helped my dad build a stage for Children's Bible Hour. I also helped out dad with the upkeep of the church bus. Additionally, I have been a part of the Helping Hands ministry which did upkeep and renovation work to those in need. I have also gone with my youth group to visit the Waxahachie and Mesquite retirement homes to sing Christmas carols and spend time with the residents.

At school, I was a part of the National Honor Society, a group of academically and morally motivated students who regularly preformed service projects for the community. We spent weekends babysitting teacher's kids, painting and renovating old classrooms, and building gardens for the elementary schools. Additionally, I was a part of the Astronomy Club, which participated in canned food drives before Thanksgiving and Toy Drives during the winter. In the school's Engineering and Design class, I worked booths during several fairs, teaching kids about physics and problem solving while engaging them in fun activities like launching rockets with t-shirts. I also participated in the high school's Social Studies fair three years, winning first place two of the years, and which then allowed me to present my projects to the community and the elementary schools. By presenting the Social Studies projects to the elementary schools, the students received hands on activities and visual reinforcement for their classroom learning. In Band, I helped to organize and direct several marching competitions and color guard competitions, to raise money to support our community's education. During Christmas, I coordinated a band canned food drive that was donated to my congregation's food pantry. Also, for three years at graduation I sold water to fundraise for a memorial scholarship that gives grants to teachers to spend on instructional material. All throughout high school, I was actively involved in leadership. At band, I was a Section Leader for three years and Vice President for one. In Engineering, I was a Project Manager for two years. I am no stranger to leadership or hard work, I enjoyed every opportunity I got to empower others and lift them up.

My high school involvement consisted of rigorous advanced placement classes, involvement in student organizations such as National Honor Society and the Astronomy Club, hands on classes like Engineering I, Concepts and Technology, and Engineering II,

David Walden

Best Southwest Scholarship

Design and Problem Solving, participating in the school musical orchestras, and being a proud Panther Regiment Band member and section leader.

I chose to take Advanced Placement classes to prepare myself for the challenges university classes will present. AP classes not only prepare me for a college work load, but they develop critical thinking and personal accountability skills which will be needed to succeed in college. Additionally, after passing several AP tests and receiving college credit, I have put a significant dent in the number of required college basics before even walking off the stage at graduation. I enjoyed the challenges of faster paced and cultivating class discussions. In taking these classes, I came into contact with a group of highly competitive- talented peers, and successfully achieved the academic rank of 6th in my class of 532 graduating seniors.

In addition to these student academic studies, I was active in the theatre and music department, by being a part of the school musical orchestra my freshmen, junior, and senior year, having solos in each of these years. This took several weeks of personal practicing and rehearsals, but was rewarding in the quality of the product that we offered to the public and cherished the time spent with friends.

On top of all these activities, I am and have always been majorly involved in my school's band program, ever since sixth grade. I play the bassoon and tenor saxophone. I was the middle school band president my eighth grade year, section leader my sophomore through senior year, and Vice President of the MHS Regiment my senior year. Through the years, band has taught me diligence and determination, requiring me to individually practice for my events like State Solo and Ensemble, which I made every year in high school, and the Texas Educators Music Association's All Region and State tryouts, which I made each year from seventh to twelfth grade, earning first chair in the district my junior and senior year. I also reached the area level, right under state, the latter part of my high school career. These events molded me, forcing me to push myself to the limit and teaching me that talent is one part, but that alone does not get the job done. Hard work, practice, determination, and perseverance turn things from good to great. On the group side of band, I played bassoon in the concert band freshman year, and in the top band, Midlothian Wind Ensemble while also marching and playing saxophone four years in the Panther Regiment. Additionally, I served as the saxophone section leader for three years. My duties included teaching freshmen how to march, to play strenuous music, and to keep a rigorous physical uniformity of excellence. During marching season, we officially practiced 8 hours a week, in which every second off and on the field I was expected to be a role model for all the other members. Not only did I have to exhibit an enormous integrity, but it was there that I learned respect has to be earned, and cannot be taken. When I entered as a freshman, I was mainly a bystander. I watched those around me come and go, while I stood awkwardly in the distance. Being in band changed that. As a leader, I could not wait for others to do the right thing, nor could I be questionable in any of my deeds. Instead, I had to provide the guidance and stability of a role model for the other members, many of which did not have the same upbringing or Christian background I had. By encouraging others to unite for a common successful goal, I challenged myself to step up and be a strong honorable leader.

In my definition, integrity means consistently keeping to my personal morality at all times, especially when no one else is watching. It means keeping a standard, adhering to what is right, and bearing the responsibility of my actions rather than placing the blame on others. Likewise, integrity also means having the ability to stand up for my beliefs, and expressing my morals to others so that they may follow an example I set. It is taking your energy and injecting it into the sphere of others, in order to assist them in the trials they will face. Integrity is taking what makes you different from the rest of the world, what causes you to stand out and gives you peace of mind, and displaying it so that it may impact the lives of others you meet.

In this way, I have had many chances to make that positive influence. Even in the smallest of ways, I have impacted those around me. For instance, peers at school know I despise cussing, so they avoid profanity and explicit subjects around me. Classmates also know I go to Church, even if I do not mention it directly to them. Knowing my moral standards, these same people elected me to be Vice President of the Band and a Project Manager in Engineering because they recognized my ability to be responsible and to demonstrate integrity, which helps both groups yield an honest and pristine product. Another example of my moral courage is the professional approach that I take with academics. Because of my high class rank, 6th in a class of 532, many have asked to steal my work. However, many soon realize the offense I take to this, and any act, that is against my moral principals. Instead, I offer tutoring, so that they can learn to accomplish the lesson for themselves. I proudly serve as a Panther Regiment Marching Band Section Leader, and as a leader, have had daily opportunities to lift up others with encouragement and demonstrate moral courage. During the fall, I picked up several under privileged members and shuttled them to practice at 5 AM, allowing me to become better acquainted with them while giving me the time to listen and offer advice on their personal problems. At school, I mentor students academically and emotionally, including my three band freshmen buddies and two sophomore adopted siblings. In a recent paper, one girl Maggie wrote that "The one person who has had the greatest positive impact on my life is David Walden, who taught me that the bad things people say or think about me has no effect on me as an individual." On the marching field, I was a leader among leaders, lending my experience to and guiding the acts of the younger section leaders. Many times during intense marching practices, I stood up for others and demanded that everyone be treated respectfully. During breaks, lunches, or any downtime, I would make a conscious effort to go to and include the "loners" or "misfits." As Vice President of the Band, I memorized over 250 names of individuals during the first week of camp and orchestrated several band socials from the Fish Fry to the Band Dodge Ball Tournament to get everyone involved. The better acquainted the members become, then the easier it is to align and achieve common goals.

I tried to persevere through all of my challenges because I believe that hard work beats talent when talent doesn't count. Each day I chose to do my best and sign my name to everything that I do, because everything I do is a reflection of me. I thank you for your time and consideration, God bless.

David Walden

8010 Clark Ct.
Ovilla, Tx 75154

Activities

- Marching Band- Panther Regiment all four years of High School
 - 8 hours a week of rehearsal, all Friday night football games and Saturday marching competitions
- Regiment Section Leader Sophomore through Senior year.
- Concert Band- JV Band Freshmen year, First Chair
- Wind Ensemble -Varsity Band Sophomore through Senior, First Chair all three years
- Band Vice President Senior Year and Activities Coordinator
- Band Council and Officer Senior Year
 - Organized social events like first annual Band Dodge Ball Tournament , community projects like Canned Food Drive, and fundraiser's like the Midlothian Marching Showcase
- Nation Honor Society - Junior and Senior year.
 - Service projects such as planting community gardens and painting classrooms, garage sale fundraising, can food drives
- Astronomy Club- member Senior Year- participated and charity events like canned food drive and angel tree program
- Brown Street Church of Christ- active member of 2471 Youth Group, Mission trips to Logan, Utah and Oklahoma to clean wreckage left by tornados
- Middle school- NJHS-Junior NHS for 2 years
- Walnut Grove Middle school Cat Leadership 3 Years- 6th-8th leadership Council for Walnut Grove Middle school
- Brown Street Church of Christ Activities



- Vacation Bible School each summer
- Oklahoma Disaster Relief Mission Trip after tornado devastation in Moore, Oklahoma
- Veterans Day Breakfast
- Veterans Day Parade
- First Responders Breakfast- Fireman and Police
- Carter Blood drives- set up, clean up, helping organize
- Golden Agers Valentine's Banquet
- Community Thanksgiving Meal
- Thursday Meals- to shut ins each week in the community
- Leadership Training For Christ (LTC) sermons, bible reading, song leading, choir, service projects, puppets, drama, teaching
- Run sound booth during services

Honors

- Dallas Wind Symphony Recognized Soloist – for Bassoon solo in Symphony in B flat Hindemith
- TEMA-All Region Band- Made a band every tryout year, from 7th -12th grade in Region 20, 1st Chair Bassoon in Region 20 Junior Year and Senior Year, Area Finalist Junior Year
 - Students work to prepare technical studies then have a series of tryouts, simulating how professional musicians apply for Symphony and Orchestra jobs
 - 3-5 hours of practicing from August to January
 - Competed against other students from major 5A schools like Duncanville, Desoto, Cedar Hill, Coppell
- Marching Band- UIL Area Finalist in Panther Regiment Marching Band
- State Solo and Ensemble Contest all four years in high school, received a Division one rating on a Solo at the same contest and a Division one rating on an Ensemble pieces
 - 3+ hours of practicing on music from December to May
- Received the Instrumentalist Magazine Musicianship Award
- Received the Woody Herman Jazz Award
- The Director's Award for outstanding Student of the Year
- AP Scholar Award for excellent AP test scores for AP Stats, AP English, and AP World History
- Winner of Midlothian High School History Fair- 1st place in World History 10th grade, 1st Place US History 11th grade

Leadership Experience

- Saxophone Section Leader in Marching Band for 3 Years
 - Coordinated 30 Members throughout the Season
 - Taught Freshmen how to march during Fish Camp and critique the rest of the members throughout marching season
 - Quality control during Football Games
 - Ensured Marching and Musical Pass offs and memorization of music with all members of the section
 - Responsible for Summer Sectionals Rehearsals
 - Responsible for contacting late and absent students
 - Held accountable for section success and failures
 - Perfecting Musical and Visual performance
 - Mentor to younger band students
- Vice President of Band Senior Year
 - Started a Tutoring Program to Ensure member eligibility
 - Coordinator of Band Events and Parties for unity and bonding time
 - Responsible for band mingling and encouragement
 - Ensured Section Leaders were carrying out assigned duties and being proper role models
 - Ensured section leaders had member contact info and were mingling with them
 - Mentor to younger band students
 - Arrived earlier than required for each rehearsal to prep the band field and set the rehearsal up for success
 - Responsible for supporting all students and encouraging a positive environment throughout the year to achieve musical and social goals
 - Maintain a respectable image at all times
 - Responsible for every member feeling accepted
- Band Council Member-Senior year
 - Promoted unity not just within band, but keeping up relationships with other High School organizations like the Drill Team, Football Team, and Student Council
- Over 100 hours spent in leadership workshops with Peter Ferrito in Teens to Teams Freshmen to Senior Year
 - Intense Team Building and Self Development with Physiologist and leadership expert Peter Ferrito

- Lead leadership activities and a part of the Band's inner circle with Directors
- Applied material in leadership handbook, building upon leadership strengths each year, analyzing past mistakes and continually improving on leadership skills
- Texas A&M Commerce marching band leadership camps Junior and Senior Year
 - Camp designed to simulate a whole marching season in a week, practicing and performing an original show while learning and working through leadership problems and strategies
- Project Manager in Engineering I Concepts and Technology, Project Manager in Engineering II Design and Problem Solving- Head over Robotics projects, Miniature Golf Course Project, Rockets Project, Tissue Paper Hot Air Balloon Project, and Concrete Boats
 - Ensured Projects stayed on schedule and maintained quality control
 - Held responsible for mishaps and coordinated creativity and designs
- Project Manger in "Africa Project"- extensive group project in World Geography to design a highway snaking across Africa

Midlothian High School



923 S. Ninth Street • Midlothian, TX 76065 • 972.775.8237 • Fax: 972.775.3178 • www.midlothian-isd.net

4-3-14

Ladies and Gentlemen,

It is with great pleasure that I recommend David Walden for scholarship consideration. I have served as his band director for six years and observed his growth both musically and academically. He is mature well beyond his years and displays a high level of poise in all that he does. David is one of the hardest working and conscientious students I've had the pleasure of teaching through my twenty-two year career.

David is independent, self-confident and a taskmaster. He is a born leader. David served as Vice President of the band and a designated leader for multiple years. He is well respected by his peers and adults alike. David has an appetite for success in all that he pursues. He knows how to set goals and reach them and his communication skills are excellent.

David is a young man of high moral character with an excellent value system. He has never known a stranger and embraces everyone from the outset, without judgment. I am extremely proud of his musical and academic accomplishments and know he will be a huge success in all that he pursues.

David Walden is multi talented and is always a class act. He is modest, courteous and a genuine person. He always has time to help out. I am confident that David Walden will honor your scholarship through his daily actions. If I can offer you any further information, do not hesitate to contact me.

Sincerely Yours,



Larry Doran
Director of Bands

State of Texas Academic Achievement Record (Accredited)
Midlothian I. S. D.

04/02/2014

Full Legal Name: Walden, David Alexander
Phone Number:
Parent/Guardian: Walden, Harry / Walden, Susan
Current Address: 8010 Clark Ct Ovilla TX, 75154-5559
Name of School: Midlothian High School
Address: 923 South Ninth Street Midlothian TX, 76065
Phone Number:

SSN/State ID:
Student ID: 500139
Date of Birth:
Ethnicity:
Race:
Gender: M
CB/ACT Campus Number: 444750

	Score	Mo./Yr.	Score	Mo./Yr.	Profile	FourPoint	Weighted
Math Exit	2407+	04/13			GPA:	3.90	5.26
Science Exit	2519	04/13			Rank:	6	
Language Exit	2408+	04/13			Class Size:	528	
Social Studies Exit	2610	04/13			Quartile:	1	
Writing Exit	3	04/13			Class Rank Date:	01/07/2014	
			SAT				
			ACT	30	06/13		

Subject	Year	Course	S1	Code	S2	Code	Avg.	Credit	CDC #	State Credit	Local Credit
Language Arts	2010-2011	ENG1 - 03220100	93	Q	97	Q	1.00	070908001/070908001	1.00	0.00	
	2011-2012	ENG 2 - 03220200	92	Q	95	Q	1.00	070908001/070908001	1.00	0.00	
	2012-2013	APENGLAN - A3220100	89	P	91	P	1.00	070908001/070908001	1.00	0.00	
	2013-2014	ENG 4 - 03220400	98	D			0.50	070908001	0.50	0.00	
Speech	2010-2011	COMMAPP - 03241400	98				0.50	070908001	0.50	0.00	
Mathematics	2009-2010	ALG 1 - 03100500	92	J	91	J	1.00	070908044/070908044	1.00	0.00	
	2010-2011	GEOM - 03100700	92	Q	92	Q	1.00	070908001/070908001	1.00	0.00	
	2011-2012	ALG 2 - 03100600	92	Q	93	Q	1.00	070908001/070908001	1.00	0.00	
	2012-2013	APSTATS - A3100200	89	P	96	P	1.00	070908001/070908001	1.00	0.00	
	2012-2013	PRE CALC - 03101100	84	Q	88	Q	1.00	070908001/070908001	1.00	0.00	
	2013-2014	INSTUMTH - 03102500	93	H			0.50	070908001	0.50	0.00	
Science	2010-2011	BIO - 03010200	98	Q	98	Q	1.00	070908001/070908001	1.00	0.00	
	2011-2012	CHEM - 03040000	95	Q	96	Q	1.00	070908001/070908001	1.00	0.00	
	2012-2013	PHYSICS - 03050000	97	Q	95	Q	1.00	070908001/070908001	1.00	0.00	
	2013-2014	AP-BIO - A3010200	94	P			0.50	070908001	0.50	0.00	
	2013-2014	AP-CHEM - A3040000	93	P			0.50	070908001	0.50	0.00	
	2013-2014	AP-PHYSB - A3050001	87	P			0.50	070908001	0.50	0.00	
Social Studies	2010-2011	W GEO - 03320100	95	Q	95	Q	1.00	070908001/070908001	1.00	0.00	
	2011-2012	APWHIST - A3370100	92	P	94	P	1.00	070908001/070908001	1.00	0.00	
	2012-2013	US HIST - 03340100	98	D	98	D	1.00	070908001/070908001	1.00	0.00	
Health	2010-2011	HLTH ED - 03810100			97		0.50	070908001	0.50	0.00	
P.E./Equivalent	2010-2011	SUBMB - PES00012	W				0.00	070908001	0.00	0.00	
	2011-2012	SUBMB - PES00012	W				0.00	070908001	0.00	0.00	
Other Lang.	2009-2010	SPAN1 - 03440100	91	J	94	J	1.00	070908044/070908044	1.00	0.00	
	2010-2011	SPAN2 - 03440200	93		93		1.00	070908001/070908001	1.00	0.00	
	2011-2012	SPAN3 - 03440300	92	Q	93	Q	1.00	070908001/070908001	1.00	0.00	
Fine Arts	2010-2011	MUS1BAND - 03150100	99		98		1.00	070908001/070908001	1.00	0.00	
	2011-2012	MUS2BAND - 03150200	98		99		1.00	070908001/070908001	1.00	0.00	
	2012-2013	MUS3BAND - 03150300	100		100		1.00	070908001/070908001	1.00	0.00	
	2013-2014	MUS4BAND - 03150400	100				0.50	070908001	0.50	0.00	
CATE	2011-2012	CONCENGT - 13036200	100	H	100	H	1.00	070908001/070908001	1.00	0.00	
	2012-2013	ENGDPRS - 13037300	100	H	100	H	1.00	070908001/070908001	1.00	0.00	
ECFE	2013-2014	APUSGOVT - A3330100	98	P			0.50	070908001	0.50	0.00	
Credits for Career										26.50	0.00

Cert of Crsework Compl Date:
Grad Program Type: 1 - RHSP
Date of Graduation:
Advanced Measures 1:
Advanced Measures 2:
Advanced Measures 3:
Advanced Measures 4:

Signature of School Official: _____

Title: _____

Texas Grant Academic Eligibility: 1 - RHSP

Note: Course Codes are as follows: A=Tech Prep;C=Correspondence;D=Dual College Credit;E=Credit By Exam;G=Gifted/Talented;H=Honors;I=International Baccalaureate;J=HS Course completed prior to Grade 9;K=Pre International Baccalaureate;L=Local Credit ;M=Magnet;P=AP Course;Q=Pre AP;R=Summer School/Night School;S=Content Modified By ARD; T=Credit by Exam; V=Spec Ed Services; X=Innovative Course; Z=Distance Learning. 1=A course for which a PE equivalency credit or PE waiver is awarded through a substitution; 2=A course that is part of a coherent sequence of Career and Technical Education (CTE) courses; 3=A course for which credit is awarded based on the district's evaluation of the student's records from any school that operates outside of the Texas public or charter school system(i.e. home school,private school,out-of-state school,etc.);4=A CTE course that satisfies a specific graduation requirement as allowed by 19TACSS74.5=Final/Course Grade include EOC *No Credit due to excessive absence. A passing grade is 70 or above.



{2014 Scholarship Information Packet & Scholarship Application}

Best Southwest Partnership • 300 E Wheatland Road • Duncanville, Texas 75116 • director@bestsouthwest.org • v: 214.535.1883 • Bestsouthwest.org

YOUR ASPIRATIONS

In one or two sentences, describe your career goals: (Limit 375 characters with spaces)

After graduating, my college plans are to major in Biology at Southwest Baptist University in Bolivar, Missouri where I will focus on my studies and grades to be accepted into medical school, which will ultimately lead to my career as an ER doctor.

What are your professional aspirations? What issues, needs or problems do you hope to address? Indicate in which area(s) you are considering making your career and specify how your academic program and your overall educational plans will assist you in achieving your goals. (Limit 500 characters with spaces)

The ability to aid others when they really need it the most is one of the many reasons that I am enticed by the medical field. My ultimate professional aspiration is to become an Emergency Room Doctor. I have taken all AP and some dual credit classes in high school to prepare me for the honors college at Southwest Baptist University. I plan to major in Biology and focus on my grades in order to take the next step in my career by being accepted into medical school.

Briefly describe why you should receive the 2014 Best Southwest Partnership Scholarship: (Limit 2000 characters with spaces)

See attached paper

STATEMENT OF COMMITMENT: I have read, understand and agree to the Best Southwest Partnership's expectations of me as a scholar.

SIGNATURE: Awei Walker Date: 4/9/14

FOR OFFICE/COMMITTEE USE:			
Date received: / /	Date BSW Director reviewed: / /	Date Committee reviewed: / /	
Approved Y / N BY:		Date applicant notified of status: / /	

The news that no one could be expecting came to me a week before Christmas. My mom told me, "Papa has been in a sudden car accident and has a brain bleed and is going into surgery now." The doctors did all they could to relieve the pressure and stop the bleeding, but the damage was already done. Two days after Christmas, Papa was taken off the ventilator and was never able to gain consciousness. His death changed my life, motivating me to learn more about the function of the body in response to an emergency.

I am deserving of this scholarship because my hard work and determination have developed me into a well-rounded individual. I am currently ranked number six in my class but also balance varsity volleyball and varsity soccer with my academics. Volunteering is also a major component of my educational career being a member of the National Honor Society. Five hours per six weeks seems like the better part of my free time when coalescing sports and academics. I am an individual who never gives up, and once I have a goal set to work towards, strives to do everything in my power to accomplish it. With my future involving college and medical school, the financial obligation is going to be monumental. I do not want money to be a factor in my education or career goal. I have strived to be in the top of my class, have high grades, and commit to community service as well as my sports in order to earn scholarship money so that college may be more affordable. I hope to gain as much money for college as possible so I can start saving for medical school. I know I will have to take student loans and have some debt, but I will do whatever it takes to accomplish my goals and make my grandfather proud. I also do not want my family to have to pay or adjust their plans for retirement just because of my dreams. They should not have to bear the financial burden for my education; therefore, I intend to accept responsibility for my investment in my future.

Today the rampant work of cheaters in every level of education accumulates zeroes in the grade book or goes unnoticed. I am satisfied to accept the grade I have earned without falling into the temptation of copying another individual's work. I am currently ranked sixth in my class, but I have friends ranked in the top ten percent who revert back to excuses to cover their cheating practices: staying up too late, participating in sports practices or games, forgetting about the work due, or falling asleep while studying. To me there is no legitimate reason to justify an illegal advantage over others.

I am very competitive and athletic playing both varsity volleyball and soccer. Being the volleyball captain for two years, my fellow teammates looked to me for instruction and guidance. I always made sure I was leading by example, even when in pressure situations. Throughout my high school I have worked to inspire freshman to push themselves and work to make their high school career better. I play an intricate role in the Red Oak High School Leadership Council and the Red Oak ISD Quality Improvement Council providing input and ideas to improve the school and aid its students. I am also in the National Honor Society and give back to the community with five hours per six weeks of community service. Our goal is to encourage others to get involved and volunteer to better the lives of those around us.

My grandfather's death changed my life, motivating me to learn more about the function of the body in response to an emergency. Before I focus too far into my future, I realize I must set short term goals: spending more time volunteering, staying in the top ten for graduation, and seeking the path that God has planned for me. After graduating, my college plans are to major in Biology at Southwest Baptist University in Bolivar, Missouri where I will focus on my studies and grades to be accepted into medical school, which will ultimately lead me to my career as an ER doctor. The ability to aid others when they really need it the most, just as the nurses and doctors helped my grandfather, is one of the many reasons that I am enticed by the medical field. Once in medical school, I know I will enjoy working towards my career and making my loved ones proud. After medical school, I still have to go through residency for about three years before I can actually call myself an ER Physician. Now eleven years of studies seems like an eternity, but I have my mind set on proving my worth, and I know I can do it. With Papa watching and guiding me from above, there is nothing that can stop my relentlessness. My goal is set, and now it is my job to work hard and see it come to fruition.



Red Oak

High School

Steven N. Williams
122 SH 342
Red Oak, TX 75154

April 1, 2014

Dear Sirs,

I would like to introduce you to an exceptional young lady, Miss Averì Walker! Averì was a member of my Advanced Placement U.S. History class her junior year and I have come to appreciate her intellect, ambition and self-confidence. Averì exemplifies all of the worthy attributes of an advanced scholar, and will bring accolades to herself and whatever group she associates with in higher education.

Averì's work is always first rate and she can be counted on to raise pertinent and unique aspects of any situation that is being studied. I am constantly refreshed by her viewpoints and have great optimism that if there are others of her generation with the same views, we truly have a bright and promising future! I can say without reserve that Averì is one of the best students I have taught in 30 years, and that includes 16 years of Advanced Placement and GT classes. Her academic work is exceptional, and yet I feel that Averì's true character is best seen in her zest for life!

Averì is not your average "bookworm" or "nerd" on the contrary, she is well-liked and respected by her contemporaries. She was a stalwart on our District Champion Volleyball team, exemplifying leadership and her work ethic. Her greatest asset is the perpetual drive that is deep within her being that constantly asks "why", or in certain situations, screams "why not!" Her thirst to discover the answers to the deep and often dark questions of her world made Averì a refreshing challenge to teach and implement for challenging her contemporaries (and myself!) She has a genuine gift for asking the most profound and thoughtful questions, and expecting just as profound and thoughtful answers!

If you are searching for a student who will bring positive attention to herself and your programs, then I believe that you can find no better applicant than Averì Walker. Please give her ample consideration in your selection process. Thank you for your time in this matter and your diligence in producing the "leaders of tomorrow."

Sincerely,

Steven N. Williams

STATE OF TEXAS ACADEMIC ACHIEVEMENT RECORD (ACCREDITED)

Full Legal Name (LPM) WALKER, AVERL LEIGH District Name Red Oak ISD
 Student ID 17958 Name of School RED OAK HIGH SCHOOL
 Birth Date 03/03/1996 Sex F Ethnicity School Address 122 S. HWY 342
 Parent or Guardian Name WILLIAM WALKER Phone Rank 5 # In Class 464 Ranking Date 11/15/2014
 Current Address Date Graduated Cert Crs Compl.

College Board Graduation Official Signature 
 Campus Code Number 445805 Program Type REC_HS_PROG Adv Measures

Course Category	Year 2010-2011			Year 2011-2012			Year 2012-2013			Year 2013-2014		
	Course Name	Sem	Avg Crdt									
Language Arts	ENG 1	H 90 91	1.00	ENG 2	C 95 96	1.00	APENGLAN	P 94 92	1.00	APENGLIT	P 94	.50
Speech	PROFCOMM	: 99	.50									
Mathematics	ALG 1	J 97 95	1.00	PRE CALC	H 94 95	1.00	APCALCAB	P 99 99	1.00			
	ALG 2	H 95 97	1.00									
	GEOM	J 95 92	1.00									
Science	BIO	H 94 95	1.00	CHEM	H 95 93	1.00	PHYSICS	H 97 96	1.00	ANATPHYS	D 97	.50
										AP-BIO	P 98	.50
										MICRO	P	.50
Social Studies				APWHIST	P 93 91	1.00	APPSYCH	P 95	.50	APUSGOVT	P 93	.50
										APUSHIST	P 97 96	.50
										W GEO	C 91	.50
Econ/Free Ent. Health				HLTH ED		.50						
PE/Equivalent	SUBATH1	100 100	1.00	SUBATH2	100 100	1.00	SUBATH3	P P	1.00	SUBATH4	P	.50
Other Languages	SPAN 1	100 95	1.00	SPAN 2	97 97	1.00	SPAN 3	H 97 94	1.00			
Fine Arts	ART 1	100 98	1.00									
Technical Apps												
Career/Technical	PRINBMF	A 97	.50	GRAPHDI	100 100	1.00						
Other Electives				TEENLDR	99	.50	SS ADV	P	.50			
Local Credit	STUD HAL	P P	1.00	STUD HAL	P P	1.00	COUNSEL	L P	1.00			.50
Passing is 70 or above												
Total Credits for Year 10-11: 8.00 Total Credits for Year 11-12: 8.00 Total Credits for Year 12-13: 8.50 Total Credits for Year 13-14: 4.00 Total Credits for Year 10-14: 28.50 Note: TX Gr Ind 1,2,5=Eligible; Abbrev CourseName, space right of the dash: A-Tech Prep, C-Correspondence, D-Dual Crdt, E-Crdt by Exam, G-Gifted/Talented, H-Honors, I-IBC, J-before 9th, K-Pre-IBC, L-Local crdt, M-Magnet, P=AP, Q=Pre-AP, R-Summer, T-Crdt Verif, X=Innovative, Z=Distance Learning Course including but not limited to tv, electronic, or satellite broadcast.												

07000
07005

STUDENT: WALKER AVERI L
STUDENT-ID (PEIN)
DISTRICT: 070-91 RED OAK ISD
CAMPUS: 001 RED OAK HS

G
R
A
D
E

9

WALKER, AVERI L.

ETH DT: 03/03/1996

630523554

Info	Test Date	Scale Score	Met Std.	Commented
Reading	Spr11	3005	YES	YES
Math	Spr11	2815	YES	YES

07000
07005

STUDENT: WALKER AVERI L
STUDENT-ID:
DISTRICT: 070-91 RED OAK ISD
CAMPUS: 001 RED OAK HS

G
R
A
D
E

10

Info	Test Date	Scale Score	Met Std.	Commented
ELA	Spr12	2451	YES	YES
Math	Spr12	2650	YES	YES
Soc. Studies	Spr12	2400	YES	YES
Science	Spr12	2464	YES	YES

07000
07005

STUDENT: WALKER AVERI L
STUDENT-ID (PEIN)
DISTRICT: 070-91 RED OAK ISD
CAMPUS: 001 RED OAK HS

G
R
A
D
E

11

Info	Test Date	Scale Score	Met Std.	Commented	Exit Level
ELA	04/13	2912 +	YES	YES	11
Math	04/13	2704 +	YES	YES	11
Soc. Studies	04/13	2610	YES	YES	11
Science	04/13	2477	YES	YES	11

* Met THECB Standard for Higher Education Readiness

WALKER AVERI						17958			
NAME OF STUDENT						STUDENT ID			
PLAN	ENG	MATH	READ	SCI	COMP	TEST DATE 10/31/2011			
						ENGLISH SUBSCORES		MATH SUBSCORES	
SCALE SCORES	22	29	22	27	25	13	10	13	16
NATIONAL %ILE	92	98	87	97	97	UM	RS	ALG	GEOM

WALKER AVERI L
AP EXAM SCORES 03/03/96
12: WORLDHIS 2

WALKER, AVERI L						SIGNATURE		DATE OF BIRTH	
The ACT [®]						COMBINED ENGLISH WRITING		ENGLISH SCORE RANGE (1-36)	
ENGLISH	MATH	READING	SCIENCE	COMPOSITE	ENGLISH	WRITING	TEST DATE & TEST LOCATION		
26	30	27	27	28	25	08	10/2012		
PERCENT AT OR BELOW NAT'L COMP.:						91		NATIONAL	

Last WALKER	Scores	First AVERI	M.I. L
Critical Reading	52	Percentiles	Year 12
Math	62		Grade 11
Writing Skills	55		Optional Code
Selection Index	169		School Code 445805

PSAT/NMSQT

WALKER, AVERI L						SIGNATURE		DATE OF BIRTH	
The ACT [®]						COMBINED ENGLISH WRITING		ENGLISH SCORE RANGE (1-36)	
ENGLISH	MATH	READING	SCIENCE	COMPOSITE	ENGLISH	WRITING	TEST DATE & TEST LOCATION		
26	28	26	26	27	--	--	04/2013		
PERCENT AT OR BELOW NAT'L COMP.:						87		NATIONAL	



AGENDA ITEM REPORT

Item(s):2

Meeting Date: April 28, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Staff

Amount: \$N/A

Attachments:

- 1. Resolution R2014-013

Agenda Item / Topic:

ITEM 2. *DISCUSSION/ACTION* - Consideration of and action on Resolution R2014-013 delegating authority to the Police Chief to determine which type of emergency notifications are to be sent to the CTY subscribers including but not limited to severe thunderstorms, warnings, and watches as necessary.

After the numerous severe thunderstorm warnings were sent to the citizen CTY subscribers the evening of Friday, March 28, city staff received over fifteen requests to be removed from the CTY notification system. The notification system is linked to the NOAA Weather system and due to the repetitiveness of the messages and for some, the irrelevance, and the fact that the NOAA notification coverage area is greater than Ovilla, citizens were choosing to be removed. There is a link on the City's web site to opt out of the system, but the system automatically collects landline data and adds that phone number back into the system quarterly. The current CTY notification threshold is set to start notifications at Severe Thunderstorm Warnings for both Dallas and Ellis Counties.

Police Chief Mike Moon is the Emergency Management Coordinator and therefore staff recommends authority be delegated to him to make the determination of which type of emergency notifications are to be sent to the CTY subscribers, including but not limited to severe thunderstorms, warnings, and watches as necessary.

This item provides Council the opportunity to discuss the CTY system and its benefits to citizens. It is vital for citizens participate in the system and receive notifications relevant to life threatening weather events. Staff believes authorizing the Emergency Management Coordinator to make determinations of relevant notifications to the citizens will offer a more customer friendly system and deliver pertinent weather alerts so they may take responsibility for the safety and welfare of their family.

Recommendation / Staff Comments:

City Administrator seeks Council's support in delegating authority to the Emergency Management Coordinator to determine which type of emergency notifications are to be sent to the CTY subscribers and citizens including but not limited to severe thunderstorms, warning, and watches as necessary.

Sample Motion(s):

I move that Council approve/deny Resolution R2014-013, delegating authority to the Police Chief to determine which type of emergency notifications are to be sent to the CTY subscribers including but not limited to severe thunderstorms, warnings, and watches as necessary.

RESOLUTION NO. R2014-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, DELEGATING AUTHORITY TO THE POLICE CHIEF TO DETERMINE WHICH TYPE OF EMERGENCY NOTIFICATIONS ARE TO BE SENT TO THE CTY SUBSCRIBERS INCLUDING BUT NOT LIMITED TO SEVERE THUNDERSTORMS, WARNINGS, AND WATCHES AS NECESSARY.

WHEREAS, the City of Ovilla delivers inclement weather alerts to citizen subscribers of the CTY notification system; and

WHEREAS, the CTY inclement weather notification system is linked to the NOAA Weather system and NOAA coverage area is greater than the city limits of Ovilla; and

WHEREAS, numerous severe thunderstorm warnings affecting the area greater than the city limits of Ovilla were sent to the citizen CTY subscribers the evenings of Friday, March 28, 2014 and Thursday, April 17, 2014; and

WHEREAS, the subscriber may opt out of the system, but the system automatically collects landline data adding the phone number back into the system quarterly; and

WHEREAS, the Police Chief is the City's Emergency Management Coordinator, and has the expertise to make the determination of which type of emergency notifications need to be sent to the CTY subscribers in the city limits, including but not limited to severe thunderstorms, warnings, and watches as necessary.

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

Section 1. That the City Council recognizes the benefits of the CTY inclement weather notification system and encourages the citizens to participate in the system by subscribing to receive notifications relevant to life threatening weather events so they may take responsibility for the safety and welfare of their family during inclement weather.

Section 2. That the City Council hereby delegates authority to the Police Chief as the Emergency Management Coordinator with the expertise to make the determination of which type of emergency notifications are to be sent to the CTY subscribers in the city limits, including but not limited to severe thunderstorms, warnings, and watches as necessary.

PASSED, APPROVED, AND RESOLVED this 28th day of April, 2014.

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

APPROVED: _____
Richard Dormier, **MAYOR**



AGENDA ITEM REPORT

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

Meeting Date: April 28, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Staff

Amount: \$N/A

Attachments:

- 1. Draft Social Media Policy

Agenda Item / Topic:

Item 3. DISCUSSION/ACTION - Consideration of a draft Social Media Policy and take action as necessary to direct staff.

Discussion / Justification:

In order to help promote the City of Ovilla, as well as assist in disseminating information to the public and our citizens, the City can use social media sites such as Facebook and Twitter. The Police Department and the Fire Department have used Facebook for several years and has proven to be a very good tool in pushing information to the public. This is best done with a city policy to help regulate how the social media sites are established and managed. Chief Moon has managed the Police Department's Facebook page and would be the City's Social Media Administrator designee for the City's social networking sites.

Recommendation / Staff Comments:

Staff seeks direction from Council to address any concerns. With Council's approval a Resolution would be presented at a future meeting to adopt the Social Media Policy.

Sample Motion(s):

I move that ...

CITY OF OVILLA SOCIAL MEDIA POLICY

Purpose:

Social networking sites such as Facebook and Twitter, as well as blogs, have become an integral part of everyday life for hundreds of millions of people around the world. As a result, social media have become an increasingly important aspect of our interaction and our transparency with the public. The City desires to reach a broader audience and utilize the social media to involve the community. The City of Ovilla encourages employees to engage in social media communities for the limited purpose of discussing city programs, activities, and services. The purpose of this policy is to provide clear and concise guidelines for the use of social media. Anyone who participates in social media on behalf of the City is expected and required to understand and follow these policies. The employees and supervisors of the various City of Ovilla departments are responsible for the compliance of this policy.

Policy:

The establishment of social media pages, sites, or accounts must be authorized by the City Administrator or his or her designee. Examples of Social Media applications include, but are not limited to, Google and Yahoo Groups (reference, social networking); Wikipedia (reference); MySpace and Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); Twitter (social networking and microblogging); LinkedIn (business networking); and news media comment sharing/blogging. This policy covers all Social Media tools, both current and in the future.

Social Media Administrator:

The City Administrator will designate a Social Media Administrator to serve as a common link for administration of all social media sites for the City of Ovilla, including establishing and terminating accounts. This person will have administrator access to all sites and shall provide assistance in maintaining compliance with the Social Media Policy's guidelines.

City Employee Posting Guidelines:

The City of Ovilla understands that social networking and internet services have become a common form of communication in the workplace and among stakeholders and citizens. Employees who choose to participate in social networks as a City employee shall adhere to the following policies and guidelines:

All employees and departments that use social media are responsible for complying with all applicable federal and state laws and city policies. The City reserves the right to restrict or remove any content from any social media that the City Administrator deems to be in violation of this policy or any applicable law.

City policies, rules, regulations and code of conduct (Employee Handbook Section 9) apply to employees who engage in social networking activities while conducting City business.

City employees shall notify their supervisors if they identify a business need to create a social networking site or service to conduct City business. The City Administrator or his designee shall approve what social media outlets may be suitable for use by the City and its departments.

Departments have the option of allowing employees to participate in approved social networking sites as part of their job duties. Department heads may allow or disallow employee participation in any social networking activities in their departments.

Be honest and transparent. Post only within one's area of expertise. Post only useful information. Keep it professional, avoid confrontation. Be accurate. Correct errors, and if modifying an earlier

post, identify the change. Be responsive to citizen concerns. Adopt a user name that follows a standard format and clearly identifies the user as a city employee.

Protect your privacy, the privacy of citizens, and the information the City holds. Follow all privacy protection laws (HIPPA, etc.) and protect sensitive and confidential City information. Follow all copyright laws, open records laws, fair use, financial disclosure laws and any other laws that might apply.

Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City's workplace. Avoid comments or topics that may be considered objectionable or inflammatory. Keep all postings factual and accurate. Do not post bad information that misleads the public. If a mistake is made, admit to it and post a correction as soon as possible.

Ensure that you have the legal right to publish others' material, including photos and articles pulled from other sites. Respect brand, trademark, copyright, fair use, disclosure of processes and methodologies, and financial disclosure laws. Even when using material from copyright-free sources, include appropriate attributions.

Frame any comments or responses in a respectful and positive manner. Do not argue with a commenter. Be clear, but not defensive. Respond in a timely manner, when a response to a comment is required and appropriate. Always pause and think before posting. If you are about to post something while you are angry, offended or otherwise uncomfortable, do not post anything. Understand that all postings are widely accessible, not easily retractable, and will be around for a long time.

City of Ovilla information that is considered non-public in nature must be protected. Respect and maintain the confidentiality entrusted to you. Do not divulge or discuss proprietary information, personal details about other people or other confidential material. Do not disclose information about actual or potential claims and litigation involving the City. Do not post intellectual property or photos of others without their written permission. Do not divulge, post, release or discuss any information, documents or comments you may have received from the city attorney or any other attorney representing the City.

All City of Ovilla social networking activities and sites are subject to the State of Texas Public Information Act, Federal e-discovery rules, and the City's record retention schedules. All social network sites and entries shall clearly indicate that all articles, comments or other content of whatever nature posted or submitted for posting is subject to public disclosure.

Discipline:

Employees found in violation of any provision of this policy may be subject to disciplinary action, up to and including termination of employment. Where laws are violated, the City may pursue criminal or civil action against the employee. The policies and guidelines outlined herein also apply to employees posting City-related information on personal (non-City) Social Media Sites. Internet User account and password access may be withdrawn without notice if an employee violates this policy.

All department heads are responsible for their subordinates' compliance with the provisions of this policy and for investigating instances of non-compliance.

Internet user account and password access may be withdrawn without notice if an employee violates this policy.

Elected Officials Posting Guidelines:

Elected officials who use the City's official social media outlets are subject to the same posting guidelines as City employees, the City's Code of Ethics Resolution 2012-010, the Texas Public Information Act and the Texas Open Meetings Act.

Recognize that a governing body holding a discussion about public business through social media outlets may constitute a meeting that is subject to the open meetings law.

Use of social media sites by an elected official to communicate with constituents should include a link back to the City's official website for detailed information.

Elected officials may not access social media for their political campaigns through the City's social media outlet.

Public Comment Policy:

City of Ovilla social media platforms provide an opportunity for the public to share and discuss information about the City's programs and activities. Posted comments reflect the opinions only of the authors and not the City of Ovilla or its employees.

Comments will be reviewed and screened to ensure compliance with the City of Ovilla social media public comment policy. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

The use of vulgar, offensive, threatening or harassing language is prohibited.

Comments that promote, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental ability or sexual orientation will not be permitted.

Reference to the personality of individuals, personal attacks or potentially libelous statements will not be permitted.

Comments should be related directly to the posted topic.

Questions from members of the news media will not be responded to by City personnel. Media members should direct their questions to the City via the appropriate channels.

Comments promoting or opposing any person campaigning for election to a political office or promoting or opposing any ballot proposition are prohibited. The promotion or advertisement of a business or commercial transaction is prohibited.

Communications made through social media platforms will in no way constitute a legal or official notice or comment to the City of Ovilla or any official of the City for any purpose. For example, a post or comment that asks that the City to provide public records will not be considered a public records request until it is sent through the proper channels. Duplicate posts are prohibited.

For the protection of privacy, comments that include personal information such as Social Security Numbers, phone numbers, addresses, and e-mail addresses are prohibited.

Anonymous postings are prohibited. A commenter is required to use their full name.

All postings to the city Facebook pages must be a direct post. Any postings through tagging are prohibited and will be deleted.

Responses to City-generated messages are encouraged. Other comments regarding City of Ovilla projects or programs should be submitted directly to the appropriate department.

SOCIAL MEDIA NETWORKING APPROVAL/AGREEMENT FORM

Name: _____

Position/Title: _____

Department: _____

Name of Social Media site: _____

Approval of Dept. Manager: _____

Signature

Date: _____

City Administrator (or designee) Approval: _____

Signature

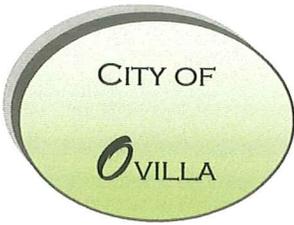
Date: _____

I agree to use City-approved social media sites for City business as appropriate and in compliance with the City of Ovilla Social Media Policy. I understand that I must have approval from my Department Manager and the City Administrator to create or participate in a social media site on behalf of the City. I also understand that I am responsible for all postings made by me on City social media sites, including those made in the comments sections. I further understand that this policy also applies to City-related postings made by me on personal (non-City) social media sites, and I agree to adhere to the guidelines in this policy when so doing.

I acknowledge that all City-approved social media sites are considered to be City property and may be monitored by officials of the City. I understand that employees do not have privacy rights in the use of City social media sites and the postings, data, access to or distribution of such materials is subject to Texas Public Information Act, Federal e-discovery rules, and the City's records retention schedules.

I agree to abide by all City security policies and procedures before accessing or posting to any social media site. I acknowledge that any abuse of social media sites, including violation of the rules and guidelines set forth in the Social Media Policy or in any current or future modified Employee Handbook, policy or procedure can be grounds for disciplinary action, up to and including termination of my employment.

Employee Signature



AGENDA ITEM REPORT

Item(s): 4

Meeting Date: April 28, 2014

Department: Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: Staff

Amount: \$N/A

Attachments:

- 1. ERCOT recommendations
- 2. Director biographies and Bylaws amendment
- 3. Official Consent and Ballot Form

Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – *Consideration* of and action for approval or proposed ERCOT Bylaws Amendment and Re-election of Unaffiliated Directors for the ERCOT Board of Directors and approve Mayor to execute the Official Consent and Ballot Form.

As a member city, Ovilla was notified by ERCOT asking for ballot response related to four items: the reelection of three Unaffiliated Directors to the ERCOT Board of Directors and a modification to ERCOT bylaws.

Unaffiliated Directors: Mr. Crowell, Mr. Pfirrmann, and Ms Walsh – each continue to qualify to serve as Unaffiliated Director4s and their tenure to date raises no issues that would merit a “no” vote.

Bylaws amendment: Regarding Board member eligibility - Change to allow a market participant in most of the utility-industry segments to be represented on the ERCOT Board by someone employed by an affiliated service company. ERCOT legal specialists recommend approval of all four items.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move to approve/deny the Bylaws Amendment and reelection of unaffiliated directors: Crowell, Pfirrmann & Walsh and approve the Mayor to execute the Official Consent and Ballot Form as presented.



April 18, 2014

ERCOT Corporate Member:

Your participation in voting matters is hereby requested.

Recommendations to the Corporate Members on Voting Items

Re-Election of Three Unaffiliated Directors for Their Second Terms

On April 7, 2014, the ERCOT Nominating Committee (Committee) of the ERCOT Board of Directors (Board) unanimously selected Craven Crowell, Karl Pfirrmann and Judy Walsh for re-election as Unaffiliated Directors to serve their second term on the Board, beginning January 1, 2015, subject to approval by the ERCOT Corporate Members (Members) and the Public Utility Commission of Texas (PUCT). Information regarding the three Unaffiliated Director nominees' professional experience is attached for your review and consideration as *Attachment 1*.

Bylaws Amendment on Board Member Eligibility

On April 8, 2014, the Board unanimously voted to approve and recommend a proposed amendment to the ERCOT Amended and Restated Bylaws (Bylaws) regarding Board member eligibility, subject to approval by the Members and the PUCT. The proposed amendment is attached for your review and consideration as *Attachment 2*. Additional information on this amendment may be found in the materials under "Key Documents" associated with Agenda Item 11.1 of the April 8, 2014 Board meeting at: <http://www.ercot.com/calendar/2014/04/20140408-BOD>.

Special Meeting of Corporate Members Called by the ERCOT Board

According to Sections 3.7(b) and (g) of the Bylaws, the Board may call a Special Meeting of the Corporate Members (Special Meeting) to seek approval without an in-person meeting. As provided in Section 3.7(g): "Unless otherwise provided by law, any action required or permitted to be taken at any meeting of the Corporate Members may be taken without a meeting, if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Corporate Members as would be necessary to take that action at a meeting at which all of the Corporate Members were present and voted."

On April 8, 2014, the Board called a Special Meeting as soon as practicable. Thus, on Tuesday, May 20, 2014, at 10:00 a.m. in Room 209 at 7620 Metro Center Drive, Austin, Texas 78749, a Meeting will be held for the purpose of voting on the above-mentioned re-election of the three Unaffiliated Directors and the Bylaws amendment.

Request for Corporate Members to Submit Consent and Ballot Form in Lieu of Meeting

We are seeking Corporate Membership approval to have each vote in writing, in lieu of a Special Meeting. Please review the enclosed Official Consent and Ballot form. If you agree to take action on the re-election of the three Unaffiliated Directors and the Bylaws amendment without a Special Meeting, please indicate your voting preference, and sign the Consent and Ballot form and return it to ERCOT by 5:00 p.m. on Wednesday, May 14, 2014. After 5:00 p.m. on Wednesday, May 14, 2014, we will count Consent and Ballot forms received to determine if we have sufficient number to allow a vote on the three Unaffiliated Directors and Bylaws amendment in lieu of the Special Meeting. We will post a notice of either a successful vote or of the need to have the May 20, 2014 Special Meeting on the



website at <http://www.ercot.com/calendar/2014/05/20140520-CORPORATEME>, no later than Thursday, May 15, 2014 at 12:00 p.m.

ACTION NEEDED: Submit Consent and Ballot Form by 5:00 p.m., Wednesday, May 14, 2014

Please note that all of the requested votes require approval by the Members and the PUCT prior to becoming effective. So that the votes may be approved as soon as possible by the Members and the PUCT, please indicate your vote in favor or against each of the voting matters, sign the ballot, and make every effort to return it to ERCOT as noted in the Ballot no later than 5:00 p.m., Wednesday, May 14, 2014.

Sincerely,

Tisa Wilkins

Tisa Wilkins
Regulatory Legal Specialist
ERCOT



Attachment 1

Biography of Craven Crowell

Craven Crowell served in the federal government for 25 years in various capacities, including eight years as chairman of the Tennessee Valley Authority (TVA) after being appointed by the President and confirmed by the U. S. Senate. During his tenure at TVA, Crowell focused primarily on upgrading the organization's operational systems, achieving excellence in its nuclear power program, and strengthening TVA's financial position, including capping and reducing TVA's substantial debt after 35 years of continuous increases.

Following his government service, Crowell has been an energy and water resources consultant, most recently as a partner at Oliver Wyman, an international consulting firm with offices in 16 countries.

Crowell also has served as an independent director and chair of the Texas Reliability Entity; board chairman of the Electric Power Research Institute, Palo Alto, CA; and member of the board and executive committee of the Nuclear Energy Institute, Washington, DC.

During his government career, Crowell served for four years as chief of staff to the chairman of the U. S. Senate budget committee. In 1997, he was the first non-Chinese citizen to receive the honor of being named Honorary President of Hohai University in Nanjing, China.

Crowell served in the U. S. Marine Corps and was a commissioned officer in the Naval Reserve. He received his bachelor's degree from Lipscomb University and was named Alumnus of the Year in 1995.



Biography of Judy Walsh

Judy Walsh is a certified public accountant and retired partner of Deloitte, where her career spanned 30 years. She joined Electric Reliability Council of Texas, Inc., as an independent board member in 2012. She currently serves on the board of directors of the Midcontinent Independent System Operator and chairs its audit committee.

Ms. Walsh previously served on the board of directors of the Western Electricity Coordinating Council and chaired its audit committee.

She is a former commissioner for the Public Utility Commission of Texas, appointed by then-Texas Governor George W. Bush. She is well-versed in public policy issues concerning the electric industry including energy markets, resource adequacy, wind integration and others.

Ms. Walsh was also a founding director of the Bank of Whittier in Whittier, CA, and was the senior vice president of government affairs and regulatory policy at SBC Communications in San Antonio, Texas.

Ms. Walsh earned a master of science degree in taxation from the University of Texas, San Antonio, and a bachelor of arts degree in economics and business administration from Rice University.



Biography of Karl Pfirrmann

Karl Pfirrmann served in the electric utility industry for more than 38 years in leadership positions at Allegheny Energy and later the PJM Interconnection. During his tenure with PJM, he focused on expanding PJM from its traditional eastern seaboard presence to its current operating area encompassing much of the Mid-Atlantic and Mid-Western regions, developing PJM's operational capabilities, and leading PJM during its transition between CEO's. At Allegheny, Mr. Pfirrmann held leadership positions in engineering, construction, and operations in both the transmission and distribution areas of the business. Since his retirement in 2010, Mr. Pfirrmann has continued to advise clients on electric industry technical and public policy issues.

Mr. Pfirrmann is a resident of Greensburg, Pennsylvania, holds a bachelor of science degree in electrical engineering from Carnegie-Mellon University, and is a Registered Professional Engineer in Pennsylvania.



Attachment 2

Upon approval by the Members and the PUCT, the current subsection (a)(4) of Section 4.3 (entitled "Selection, Tenure, and Requirements of Directors and Segment Alternates") of the *Amended and Restated Bylaws of Electric Reliability Council of Texas, Inc.*, approved on October 7, 2013 (Bylaws), would be replaced in its entirety by the Amended and Restated Subsection (a)(4) of Section 4.3 noted immediately below.

Amended and Restated Subsection (a)(4) of Section 4.3

With regard to eligibility of Consumer Directors (other than the *ex officio* Consumer Director representing Residential and Small Commercial Consumers), Market Segment Directors and Segment Alternates, the following shall apply:

- (i) Each Director and Segment Alternate respectively elected by the Industrial Consumer subsegment or the Independent Generator, Independent Power Marketer, Independent Retail Electric Provider, or Investor Owned Utility Market Segments must be an employee of:
 - a. a Corporate or Associate Member; or
 - b. an Affiliate of a Corporate or Associate Member of the respective Market Segment or subsegment which provides services through the Affiliate's employees to such Corporate or Associate Member.
- (ii) Each Director and Segment Alternate respectively elected by the Large Commercial Consumer subsegment [as described in Section 4.3(a)(1)] or by the Cooperative or Municipal Market Segments must be an employee of a Corporate or Associate Member.
- (iii) Unless otherwise provided in these Bylaws, if a Director or Segment Alternate is elected or appointed to serve on the Board, such person is only eligible to serve in such capacity so long as he or she is an employee of the same Member or Affiliate as described in Section 4.3(a)(4)(i)(b) (as applicable), as he or she was at the time of such election or appointment. If the Member or Affiliate as described in Section 4.3(a)(4)(i)(b) (as applicable) is subject to a corporate restructure for tax or operational purposes which is not the result of a merger or acquisition, then such restructure shall not affect the eligibility of the Director or Segment Alternate.



**Official Consent and Ballot Form
for Approval of Proposed ERCOT Bylaws Amendment
and Re-Election of Unaffiliated Directors for the ERCOT Board of Directors**

	For	Against
The undersigned Corporate Member of ERCOT (Member) approves the proposed ERCOT Bylaws amendment approved and recommended by the ERCOT Board of Directors (Board), subject to Public Utility Commission of Texas (PUC) approval, as reflected in Attachment 2 to the Notice of Special Meeting of Corporate Members (Notice) that accompanied this Official Consent and Ballot Form (Ballot).	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the re-election of Craven Crowell as an Unaffiliated Director for his second term, to be seated on the Board beginning January 1, 2015, subject to PUC approval, as reflected in Attachment 1 to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the re-election of Karl Pfirrmann as an Unaffiliated Director for his second term, to be seated on the Board beginning January 1, 2015, subject to PUC approval, as reflected in Attachment 1 to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the re-election of Judy Walsh as an Unaffiliated Director for her second term, to be seated on the Board beginning January 1, 2015, subject to PUC approval, as reflected in Attachment 1 to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that:

1. I am a duly authorized representative of the Corporate Member of ERCOT listed below;
2. I consent to this action in writing in lieu of the Special Meeting of the Corporate Members currently scheduled for Tuesday, May 20, 2014;
3. My votes on the proposed ERCOT Bylaws Amendment and Unaffiliated Directors for the Board are listed above.

Signature

Name:
Corporate Member (Organization or Company):
Date:

Please make every effort to return this Official Consent and Ballot Form (Ballot) no later than **5:00 p.m. on Wednesday, May 14, 2014**. The Ballot can be submitted via email (.pdf version) to membership@ercot.com, via facsimile to 512-225-7079, or via first class mail to ERCOT, Attention: Membership, 7620 Metro Center Drive, Austin, Texas 78744. If you have any questions, please contact Tisa Wilkins at membership@ercot.com.