

# City of *OVILLA* City Council

Rachel Huber, Place One  
Larry Stevenson, Place Two  
David Griffin, Place Three

Richard Dormier, Mayor

Doug Hunt, Place Four, Mayor Pro Tem  
Dean Oberg, Place Five  
Dennis Burn, City Manager

## NOTICE OF CITY COUNCIL BRIEFING SESSION

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, May 09, 2016

6:00 P.M.

Council Chamber Room

## AGENDA

- I. CALL TO ORDER
- II. CONDUCT A BRIEFING SESSION to review and discuss agenda items for the 6:30 p.m. regular meeting.
- III. CONDUCT A BRIEFING SESSION to review and discuss future agenda items.
  1. Budget calendar
- IV. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the May 09, 2016 Briefing Session 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](http://www.cityofovilla.org), on the 06<sup>th</sup> day of May 2016 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 5.6.2016 TIME: 10:00 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

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



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Dennis Burn, City Manager

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, May 09, 2016

6:30 P.M.

Council Chamber Room

## AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, May 09, 2016 at 6:30 P.M. in the Ovilla Municipal Building, 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 & REPORTS

PROCLAMATION: Police Officer Memorial Week and Public Works Week

#### ▪ Citizen Comments

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

#### ▪ Department Activity Reports / Discussion

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| • Police Department                   | Police Chief B. Windham         |
| ○ Monthly Report                      |                                 |
| • Fire Department                     | Fire Chief B. Kennedy           |
| ○ Monthly Report                      |                                 |
| • Public Works                        | Public Works Director B. Piland |
| ○ Monthly Report                      |                                 |
| • Finance Department                  | Accountant L. Harding           |
| ○ March 2016 Financials               |                                 |
| • Administration                      | City Manager D. Burn            |
| ○ City Manager Reports                |                                 |
| 1. Activity Reports                   |                                 |
| 2. Monthly Board Activity             |                                 |
| 3. Shiloh Road Annexation             |                                 |
| ○ Monthly Municipal Court Report      | City Secretary P. Woodall       |
| ○ Records Retention completed         |                                 |
| ○ Monthly Code/Animal Control Reports | Code/AC Officer M. Dooly        |
| 1. Permits                            |                                 |

### 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 on the regular agenda during this meeting.*

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*Dennis Burn, City Manager*

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- C1. March 2016 Financial Transactions over \$5,000
- C2. Committed Fund Balance for quarter ending March 31, 2016
- C3. Quarterly Investment Report
- C4. Minutes of the Council Briefing Session and Regular Meeting of April 11, 2016.
- C5. Minutes of the Special Council Meeting of April 19, 2016.
- C6. Contract with Old Castle (Approved Budget Amendment)
- C7. Contract with Birch Communications (Approved Budget Amendment)
- C8. Contract with Fuquay (Approved Budget Amendment)
- C9. Contract with SRRG Interlocal (Approved Budget Amendment)
- C10. Ordinance 2016-10, ATMOS settlement
- C11. Resolution R2016-02, ONCOR procedural schedule
- C12. Cooperative Purchasing Program with Tarrant County

## **IV. REGULAR AGENDA**

- ITEM 1. **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act upon a preliminary plat application filed by Massey Shaw for development of Bryson Manor Subdivision Phase 2.
- ITEM 2. **DISCUSSION/ACTION** – Consider approval of the Deed of Dedication of Public Utilities (Wastewater System) in connection with the Bryson Manor development, authorizing the Mayor to execute said document.
- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointments and/or reappointments to serve a term on the Board of Adjustment and direct staff as necessary.
- ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointments and/or reappointments to serve a term on the Economic Development Corporation (EDC) and direct staff as necessary.
- ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointment and/or reappointments to serve a term on the Municipal Services Advisory Committee (MSAC) and direct staff as necessary.
- ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointments and/or reappointments to serve a term on the Planning and Zoning Commission and direct staff as necessary.
- ITEM 7. **DISCUSSION/ACTION** – Consideration of and Action on ORDINANCE 2016-08 of the City of Ovilla, Texas, amending Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Ovilla Code of Ordinances; establishing speed limits for vehicles upon the certain named streets within the City of Ovilla; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.
- ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on the update and status of repairs to park facilities and direct staff as necessary.
- ITEM 9. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

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V. EXECUTIVE SESSION

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

VI. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

VII. ADJOURNMENT

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*Pamela Woodall*

\_\_\_\_\_  
Pamela Woodall, City Secretary

DATE OF POSTING: 5.6.2016 TIME: 10:00 am/pm  
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# PROCLAMATION

- WHEREAS** in every American community, law enforcement officers are committed to the preservation of life and property, risking their lives to protect us from all who would mock the law, providing protection, law and order and serving the cause of justice; and
- WHEREAS** law enforcement officers, including members of the **Ovilla Police Department**, accept a profound responsibility and work to uphold our laws, safeguard our rights and freedoms, and serve on the front lines in the fight against crime and terrorism; and
- WHEREAS** we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live, asking God's blessing for the families and friends the left behind; and
- WHEREAS** by Joint Resolution approved in October 1962, as amended, Congress authorized and President Kennedy proclaimed May 15<sup>th</sup> of each year "**Peace Officers Memorial Day**" in honor of the Federal, State and municipal officers who have been killed or disabled in the line of duty, further designating the calendar week in which May 15 falls "**Police Week**," and has directed that flags be flown at half-staff on "**Peace Officers Memorial Day**", under Public Law 103-322, as amended, and
- WHEREAS** across the nation, **Police Week** is observed with ceremonies, including the hanging of a blue bow or ribbon to honor law enforcement officers who have sacrificed their lives in the line of duty and to honor those who still strive to keep us safe; and
- WHEREAS** I encourage all citizens to express their deep appreciation to the men and women who risk their lives to guard and protect us;

***NOW, THEREFORE, I, RICHARD DORMIER, Mayor of the City of Ovilla, do hereby proclaim Sunday May 15, 2016 as;***

## **"PEACE OFFICERS MEMORIAL DAY"**

And ask the citizens of Ovilla and those with us today to join in as **WE**

### **"HONOR THE STANDING AND THE FALLEN"**

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

\_\_\_\_\_  
Mayor Dormier, City of Ovilla

\_\_\_\_\_  
Attest: Pam Woodall, City Secretary

Date: \_\_\_\_\_



## **PROCLAMATION**

**WHEREAS**, public works services provided in our community are an integral part of our citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, solid waste collection, landfill, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform.

**NOW, THEREFORE**, I, Richard Dormier, Mayor of the City of Ovilla, do hereby proclaim the week of May 16-20, 2016 as

### ***Public Works Week*** ***"Building for Today, Planning for Tomorrow"***

in the City of Ovilla, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Ovilla to be affixed this 09<sup>th</sup> day of May, 2016.

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**RICHARD DORMIER**, Mayor

OVILLA POLICE DEPARTMENT  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

To: Mayor Richard Dormier  
 Ovilla City Council  
 Dennis Burn City Manager

Subject: Police Department Monthly Activity Report

	APRIL 2016	APRIL 2016 YTD	APRIL 2015	APRIL 2015 YTD
Calls For Service				
Accident	1	8	2	6
Alarms	19	90	14	36
Arrest	2	7	4	13
Assault	0	0	0	0
Assists: Agency/Unit:17 EMS/Fire:2 Motorist:5	24	75	42	114
Building / House Security Check	1681	6091	1739	4135
Burglary	0	2	0	0
Burglary of Motor Vehicle	0	1	0	0
Criminal Mischief	5	5	2	4
Disturbance	11	25	9	24
Neighborhood Check	1419	6084	2085	5270
Other Calls for Service	100	328	152	420
Suspicious Person	8	33	6	12
Suspicious Vehicle	17	38	12	44
Theft	2	4	4	7
Traffic Assignment	144	524	24	66
<b>TOTAL CALLS FOR SERVICE</b>	<b>3433</b>	<b>13315</b>	<b>4095</b>	<b>10151</b>

Reserve Officer Hours	0	48	63.25	125.5
Average Response Time (Minutes)	5.26	4.7925	3	3.47
Traffic Stop (Warnings)	89	324	51	175
Traffic Stop (Citations)	89	479	30	93
Total Citations & Warnings Combined	178	803	81	268
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>50.0</b>	<b>59.7</b>	<b>37.0</b>	<b>34.7</b>

OVILLA PD VEHICLE MILEAGE

January-16				February-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	95612	96275.8	663.8	100	96275.8	96840	564.2
102	103886	103888	2	102	103888	104047	159
103	121749	124456	2707	103	124456	126418	1962
104	81995	83597.5	1602.5	104	83597.5	84310	712.5
105	74127	74965	838	105	74965	75720	755
116	0	464	464	116	464	2656	2192
March-16				April-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	96840	97243	403	100	97243	97861	618
103	126418	128364	1946	103	128364	130190	1826
104	84310	85236	926	104	85236	87536	2300
105	75720	77057	1337	105	77057	78828	1771
116	2656	In shop	#VALUE!	116	2656	4635	1979
May-16				June-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0
103			0	103			0
104			0	104			0
105			0	105			0
116			0	116			0
July-16				August-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0
103			0	103			0
104			0	104			0
105			0	105			0
116			0	116			0
September-16				October-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0
103			0	103			0
104			0	104			0
105			0	105			0
116			0	116			0
100			0	100			0
103			0	103			0
104			0	104			0
105			0	105			0
116			0	116			0



# OVILLA FIRE DEPARTMENT

**Ovilla City Council Monthly Report for Fire Department - April 2016**

City of Ovilla Calls for Service	2015 Totals		2016 Totals
Fire 3		Fire 7	
EMS 15	18	EMS 23	30
ESD #2 Calls for Service			
Fire 5		Fire 7	
EMS 13	18	EMS 21	28
ESD #4 Calls for Service			
Fire 1		Fire 2	
EMS 2	3	EMS 3	5
Mutual Aid Provided			
Fire 2		Fire 8	
EMS 1	3	EMS 2	10
<b>Total Calls For Service / Month</b>	<b>42</b>		<b>73</b>
<b>Total Calls For Service / YTD</b>	<b>211</b>		<b>253</b>

	Time from Notify to Time On Scene		Reaction Times	
	<u>March</u>	<u>April</u>	<u>March</u>	<u>April</u>
Average Response Times for City of Ovilla	6:18	6:39		
			<b>E-701</b>	
Average Response Times for ESD # 2	7:32	8:31	1:56	1:48
Average Response Times for ESD # 4	7:18	7:20		



# OVILLA FIRE DEPARTMENT

## From the Deputy Chief / Fire Marshal

- Knox box consult for MISD
- 3 day Highway Safety Class presented by TEEEX
- 1-Inspection
- MISD sprinkler inspection with BV
- CQI Reports

## Fire Department News For the Month

1. C-701 attended Emergency Management Conference in San Antonio
2. C-701 responded to 8 calls for support.
3. C-702 responded to 10 calls for support.
4. Finalized changes with Pierce on new Engine, Should start build soon
5. Attended Monthly ESD #2 Meeting
6. Current staffing, 2-Chiefs, 4-Captains, 26-Part Time Firefighters, 12-Volunteer Firefighters (4 volunteers on Leave of Absence)

Thank you

Brandon Kennedy  
City of Ovilla Fire Chief



Date: May 4, 2016

**TO:** Honorable Mayor and City Council Members

**FROM:** Brad Piland Public Works Director

**TOPIC:** Public Works Monthly Report for April

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- Sewer Lift Station Repairs-
    - Removed pump 2 at Highland Meadows Lift Station
    - Removed pump 2 from Cumberland
    - Pulled pump 1 Heritage Lift Station, removed debris and replaced
  - Repaired 4" water main - Hosford
  - Replaced meters:
    - 203 Silverwood
    - 110 Greenwood
    - Installed new sample ports
  - Street Repairs:
    - Shiloh Road
    - Johnson Lane
    - Main Street
    - Westmoreland Road
    - Lariat Trail
  - Resurfaced red baseball field
  - Drainage work conducted on Creek View
  - Street sign maintenance and repairs
  - Daily water maintenance residual and pressure tests
  - Tree and grass maintenance:
    - Heritage Park
    - Silver Spur Park
    - Baseball fields and Cindy Jones Park
  - Repaired water leaks
    - 903 Cockrell Hill
    - 607 Cardinal
    - 838 Cockrell Hill
  - Fleet Maintenance - Jimmy Bryan:
    - Serviced PD Units: 102,104,105
    - Service 2015 Chev public works truck
- \*\*Flushed Hydrants
- Collected water samples for TCEQ reporting
  - Water maintenance – routine flushing of mains and hydrant
  - Meter box repair and replaced lids as needed



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DATE: May 09, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through March 2016

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
<b>4000100 · Taxes</b>					
4000105 · Ad Valorem, Current	19,359	1,438,392	1,481,056	(42,664)	97%
4000110 · Ad Valorem, Delinquent	42	4,058	12,366	(8,308)	33%
4000113 · Interest/Penalties - Prop Tax	1,356	3,770	4,833	(1,063)	78%
4000120 · Sales Tax	12,934	96,403	163,676	(67,273)	59%
4000125 · Sales Tax - Street Improvement	3,233	24,101	40,919	(16,818)	59%
4000130 · Franchise Tax	19,133	47,257	150,000	(102,743)	32%
<b>Total 4000100 · Taxes</b>	<b>56,058</b>	<b>1,613,982</b>	<b>1,852,850</b>	<b>(238,868)</b>	<b>87%</b>
<b>4000200 · Licenses and Permits</b>					
<b>4000208 · Building Permits</b>					
4000210 · Residential Building Permits	3,581	8,919	100,000	(91,081)	9%
4000213 · Fire Inspection Permits	0	5,250	5,250	0	100%
4000212 · Commercial Building Permits	0	0	12,000	(12,000)	0%
4000214 · Misc Building Permits	2,489	11,810	16,070	(4,260)	73%
<b>Total 4000208 · Building Permits</b>	<b>6,070</b>	<b>25,979</b>	<b>133,320</b>	<b>(107,341)</b>	<b>19%</b>
4000230 · Plan Review Fee	980	8,193	65,000	(56,807)	13%
4000260 · Alarm Permits	110	875	2,400	(1,525)	36%
4000270 · Animal Tag Fees	240	1,814	2,600	(786)	70%
4000272 · Impound Fees	175	1,420	1,400	20	101%
4000290 · Misc Licenses and Permits	35	650	1,000	(350)	65%
<b>Total 4000200 · Licenses and Permits</b>	<b>7,610</b>	<b>38,931</b>	<b>205,720</b>	<b>(166,789)</b>	<b>19%</b>
<b>4000400 · Charges for Services</b>					
4000325 · ESD #2	111,400	113,500	160,000	(46,500)	71%
4000330 · ESD #4	0	18,543	55,628	(37,085)	33%
4000411 · Copies and Maps	1	27	100	(74)	27%
4000415 · Police Reports	6	36	150	(114)	24%
4000420 · Park Lights	0	0	1,000	(1,000)	0%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
4000440 · Oak Leaf Animal Control	120	1,050	800	250	131%
4000450 · Subdivision Fees	1,900	14,000	5,000	9,000	280%
4000480 · Solid Waste (Garbage)	17,543	119,320	253,793	(134,473)	47%
4000485 · 50/50 Sidewalk Program	2,756	2,756	2,500	256	110%
4000490 · Misc Charges for Services	250	2,228	2,500	(272)	89%
<b>Total 4000400 · Charges for Services</b>	<b>133,976</b>	<b>271,459</b>	<b>481,471</b>	<b>(210,012)</b>	<b>56%</b>
<b>4000500 · Fines and Forfeitures</b>					
4000535 · Omni Warrant Revenue	425	1,164	500	664	233%
4000510 · Fines - Police	28,660	74,288	62,000	12,288	120%
4000520 · Fines - Animal Control	0	266	1,000	(734)	27%
4000525 · Fines - Code Enforcement	680	5,147	3,330	1,817	155%
4000550 · Municipal Court Technology	615	1,556	1,300	256	120%
4000551 · Municipal Court Security	462	1,167	1,000	167	117%
4000590 · Misc Fines and Forfeitures	2	3	400	(397)	1%
<b>Total 4000500 · Fines and Forfeitures</b>	<b>30,844</b>	<b>83,591</b>	<b>69,530</b>	<b>14,061</b>	<b>120%</b>
<b>4000800 · Other Revenue</b>					
4000810 · Heritage Day	0	4,260	19,000	(14,740)	22%
4000818 · Lease Proceeds	1,155	1,155	1,165	(10)	99%
4000820 · Water Tower Lease	4,020	58,841	100,000	(41,159)	59%
4000840 · Interest Earned	704	4,140	6,000	(1,860)	69%
4000870 · Insurance Proceeds	0	19,467	0	19,467	100%
4000885 · Proceeds from Sale of Assets	0	0	20,000	(20,000)	0%
4000887 · HOA Revenue	1,015	1,015	1,700	(685)	60%
4000890 · Misc Other Revenue	500	2,175	4,000	(1,825)	54%
<b>Total 4000800 · Other Revenue</b>	<b>7,394</b>	<b>91,052</b>	<b>151,865</b>	<b>(60,813)</b>	<b>60%</b>
<b>4000900 · Transfers In</b>					
4000925 · Admin.Rev. received from 4B-EDC	625	1,250	2,500	(1,250)	50%
4000930 · Admin. Rev. Rec. From W&S Fund	22,822	45,644	91,287	(45,644)	50%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
4000940 · Admin.Rev. Rec. from MDD Fund	125	250	500	(250)	50%
4000990 · Reduction in Fund Balance	0	0	163,300	(163,300)	0%
<b>Total Revenues</b>	<b>259,453</b>	<b>2,146,159</b>	<b>3,019,023</b>	<b>(872,864)</b>	<b>71%</b>
<b>Gross Resources</b>	<b>259,453</b>	<b>2,146,159</b>	<b>3,019,023</b>	<b>(872,864)</b>	<b>71%</b>
<b>Expenditures</b>					
<b>10 · Administration</b>					
<b>5101100 · Salaries &amp; Wages</b>					
5101110 · City Administrator	1,696	32,231	61,800	(29,569)	52%
5101115 · City Secretary	1,172	21,254	39,398	(18,144)	54%
5101117 · City Accountant	1,065	19,757	37,080	(17,323)	53%
5101120 · Admin. Support	641	11,887	22,308	(10,421)	53%
5101180 · Merit Raises, Staff	0	0	4,818	(4,818)	0%
<b>Total 5101100 · Salaries &amp; Wages</b>	<b>4,573</b>	<b>85,130</b>	<b>165,404</b>	<b>(80,274)</b>	<b>51%</b>
<b>5101400 · Support Staff</b>					
5101490 · Overtime	0	66	625	(559)	11%
<b>Total 5101400 · Support Staff</b>	<b>0</b>	<b>66</b>	<b>625</b>	<b>(559)</b>	<b>11%</b>
<b>5102100 · Employee Benefits</b>					
5102112 · Affordable Health Care Act Fee	0	0	0	0	0%
5102110 · Group Insurance	1,987	12,584	32,665	(20,081)	39%
5102135 · TMRS	1,536	9,915	19,650	(9,735)	50%
5102160 · Worker's Compensation	0	285	790	(505)	36%
5102170 · Payroll Taxes	235	1,514	3,198	(1,684)	47%
5102180 · Unemployment Taxes	0	2,790	1,000	1,790	279%
5102196 · Indiv. Membership Dues	0	433	1,800	(1,367)	24%
<b>Total 5102100 · Employee Benefits</b>	<b>3,758</b>	<b>27,520</b>	<b>59,103</b>	<b>(31,583)</b>	<b>47%</b>
<b>5102200 · Special Services</b>					

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
5102210 · Tax Assessing & Collecting Fees	0	0	1,570	(1,570)	0%
5102220 · Tax Appraisal Fee	1	7,312	14,000	(6,688)	52%
5102230 · Legal Fees	3,930	9,030	25,000	(15,970)	36%
5102240 · Audit	0	7,150	7,920	(770)	90%
5102250 · Accounting	0	474	2,000	(1,526)	24%
5102260 · Engineering Fees	3,269	4,472	5,000	(528)	89%
<b>Total 5102200 · Special Services</b>	<b>7,200</b>	<b>28,438</b>	<b>55,490</b>	<b>(27,052)</b>	<b>51%</b>
<b>5102300 · Contractual Services</b>					
5102310 · Consultant Fees	0	756	20,000	(19,244)	4%
<b>Total 5102300 · Contractual Services</b>	<b>0</b>	<b>756</b>	<b>20,000</b>	<b>(19,244)</b>	<b>4%</b>
<b>5102500 · Operating Services</b>					
5102530 · Custodial Service Contract	344	2,064	4,500	(2,436)	46%
5102540 · IT - Computer Maintenance	1,518	9,386	22,600	(13,215)	42%
<b>Total 5102500 · Operating Services</b>	<b>1,862</b>	<b>11,450</b>	<b>27,100</b>	<b>(15,651)</b>	<b>42%</b>
<b>5102600 · Special Expenses</b>					
5102610 · Election - Payroll	0	0	850	(850)	0%
5102620 · Election - Supplies	0	230	2,500	(2,270)	9%
5102630 · Election Meeting Expense	0	0	100	(100)	0%
5102650 · Codification Book Update	0	2,035	3,500	(1,465)	58%
<b>Total 5102600 · Special Expenses</b>	<b>0</b>	<b>2,265</b>	<b>6,950</b>	<b>(4,685)</b>	<b>33%</b>
<b>5103100 · General Supplies</b>					
5103110 · Office Supplies	616	2,747	8,000	(5,253)	34%
5103140 · Uniforms	0	0	250	(250)	0%
<b>Total 5103100 · General Supplies</b>	<b>616</b>	<b>2,747</b>	<b>8,250</b>	<b>(5,503)</b>	<b>33%</b>
<b>5103400 · Maintenance Supplies / Parts</b>					

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
5103410 · Supplies - Custodial	30	794	1,000	(206)	79%
5103440 · Maintenance Agreement Expense	0	135	400	(265)	34%
5103460 · Miscellaneous	59	297	100	197	297%
<b>Total 5103400 · Maintenance Supplies / Parts</b>	<b>89</b>	<b>1,226</b>	<b>1,500</b>	<b>(274)</b>	<b>82%</b>
<b>5104200 · Travel Expenses</b>					
5104210 · Travel - Local	0	0	500	(500)	0%
5104220 · Professional Development	20	1,242	5,000	(3,758)	25%
5104222 · Professional Develop - Council	0	0	1,200	(1,200)	0%
5104225 · City Council Meal Expense	0	183	1,200	(1,017)	15%
5104230 · Professional Develop - In-House	0	0	500	(500)	0%
<b>Total 5104200 · Travel Expenses</b>	<b>20</b>	<b>1,425</b>	<b>8,400</b>	<b>(6,975)</b>	<b>17%</b>
<b>5105200 · Data Processing Expenses</b>					
5105230 · Data Proc-Maintenance & Repair	0	884	6,000	(5,116)	15%
5105240 · Data Processing - Software	0	6,080	13,300	(7,220)	46%
<b>Total 5105200 · Data Processing Expenses</b>	<b>0</b>	<b>6,965</b>	<b>19,300</b>	<b>(12,335)</b>	<b>36%</b>
<b>5105300 · Printing Expense</b>					
5105310 · Copier Expense	440	2,765	3,300	(535)	84%
5105320 · Printing - Newsletters	0	1,626	6,000	(4,374)	27%
5105330 · Printing - Forms	117	528	1,500	(972)	35%
<b>Total 5105300 · Printing Expense</b>	<b>557</b>	<b>4,919</b>	<b>10,800</b>	<b>(5,881)</b>	<b>46%</b>
<b>5105400 · Utilities</b>					
5105410 · Telephone	109	655	1,400	(745)	47%
5105415 · Cellular Phone	122	729	2,680	(1,951)	27%
5105417 · Internet	100	605	840	(235)	72%
5105420 · Wireless Cards	76	456	1,100	(644)	41%
5105450 · Electricity	280	1,812	4,635	(2,823)	39%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Total 5105400 · Utilities</b>	687	4,256	10,655	(6,399)	40%
<b>5105500 · Repairs &amp; Bldg Improvements</b>					
5105520 · Repairs - Buildings	0	3,600	3,000	600	120%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500)	0%
5105590 · Repairs - Other	0	0	500	(500)	0%
<b>Total 5105500 · Repairs &amp; Bldg Improvements</b>	0	3,600	4,000	(400)	90%
<b>5105600 · Insurance</b>					
5105610 · Insurance - Property	0	554	1,110	(556)	50%
5105620 · Insurance - Liability	0	602	1,205	(603)	50%
5105630 · Insurance - Fidelity Bond	0	0	300	(300)	0%
5105635 · Public Officials Surety Bonds	0	300	1,000	(700)	30%
<b>Total 5105600 · Insurance</b>	0	1,456	3,615	(2,159)	40%
<b>5105700 · Other Expenses</b>					
5105756 · FM 664	0	23,928	24,000	(72)	100%
5105705 · Postage	690	3,566	7,000	(3,434)	51%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	0	0	4,000	(4,000)	0%
5105730 · City - Memberships	0	1,340	2,500	(1,160)	54%
5105740 · Legal Notices/Advertisement	802	2,952	9,000	(6,048)	33%
5105752 · Employment Screening	0	42	400	(358)	11%
5105760 · Bank Service Charge	35	81	25	56	324%
5105764 · Filing Fees	0	25	500	(475)	5%
5105765 · Miscellaneous	201	870	2,000	(1,130)	43%
<b>Total 5105700 · Other Expenses</b>	1,728	32,804	49,435	(16,631)	66%
<b>5106400 · Minor Capital Outlay</b>					
5106440 · Machinery & Equipment	0	0	2,000	(2,000)	0%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5106465 · Furniture	0	1,580	1,000	580	158%
Total 5109000 · Reserves	0	0	61,212	(61,212)	0%
Total 10 · Administration	21,090	216,603	514,839	(298,236)	42%
<b>20 · Police</b>					
<b>5201100 · Salaries &amp; Wages</b>					
5201120 · Police Chief	5,385	35,000	70,000	(35,000)	50%
5201143 · Command Staff	4,120	26,780	52,000	(25,220)	52%
5201150 · Certification Pay	92	669	2,400	(1,731)	28%
5201180 · Merit Raises - Staff	0	0	3,660	(3,660)	0%
Total 5201100 · Salaries & Wages	9,597	62,449	128,060	(65,611)	49%
<b>5201400 · Support Salaries</b>					
5201405 · Support Staff	2,142	13,926	27,040	(13,114)	52%
5201410 · Patrol	20,183	114,998	289,090	(174,092)	40%
5201415 · Certification Pay	69	450	1,636	(1,186)	28%
5201480 · Merit Raises	0	0	1,281	(1,281)	0%
5201490 · Overtime	1,362	9,209	15,000	(5,791)	61%
Total 5201400 · Support Salaries	23,757	138,583	334,047	(195,464)	41%
<b>5202100 · Employee Benefits</b>					
5202110 · Group Insurance	5,336	33,440	76,313	(42,873)	44%
5202135 · TMRS	2,879	17,314	38,775	(21,462)	45%
5202160 · Worker's Compensation	0	6,058	11,126	(5,068)	54%
5202170 · Payroll Taxes	545	3,325	7,926	(4,601)	42%
5202196 · Membership Dues	0	235	315	(80)	75%
Total 5202100 · Employee Benefits	8,761	60,371	134,455	(74,084)	45%
<b>5202300 · Contractual Services</b>					
5202355 · Contract Labor - Individual	0	0	500	(500)	0%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5202356 · Gingerbread House	0	1,000	1,000	0	100%
5202380 · Dispatch	0	7,263	13,566	(6,304)	54%
5202385 · Jail Expense	0	0	1,000	(1,000)	0%
5202390 · Special Response Team	0	0	1,000	(1,000)	0%
5202395 · Contractual Services Other	0	0	1,000	(1,000)	0%
<b>Total 5202300 · Contractual Services</b>	<b>0</b>	<b>8,263</b>	<b>18,066</b>	<b>(9,804)</b>	<b>46%</b>
<b>5202500 · Operating Services</b>					
5202530 · Custodial Service Contract	235	1,410	0	1,410	100%
5202540 · Computer Maintenance	0	0	700	(700)	0%
5202560 · Internet Subscriptions	0	0	1,350	(1,350)	0%
<b>Total 5202500 · Operating Services</b>	<b>235</b>	<b>1,410</b>	<b>2,050</b>	<b>(640)</b>	<b>69%</b>
<b>5202600 · Special Expenses</b>					
5202675 · National Night Out	0	0	500	(500)	0%
<b>Total 5202600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
<b>5203100 · General Supplies</b>					
5203110 · Office Supplies	75	607	2,000	(1,393)	30%
5203140 · Uniforms	183	2,228	9,000	(6,772)	25%
5203170 · Evidence Gathering	25	136	700	(564)	19%
<b>Total 5203100 · General Supplies</b>	<b>282</b>	<b>2,971</b>	<b>11,700</b>	<b>(8,729)</b>	<b>25%</b>
<b>5203400 · Maintenance Supplies &amp; Parts</b>					
5203410 · Supplies - Custodial	0	173	600	(428)	29%
<b>Total 5203400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>173</b>	<b>600</b>	<b>(428)</b>	<b>29%</b>
<b>5204200 · Travel Expenses</b>					
5204210 · Travel - Local	541	541	1,000	(459)	54%
5204220 · Professional Development	0	1,049	2,500	(1,451)	42%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5204225 · Professional Dev - LEOSE	0	330	2,000	(1,670)	17%
5204270 · Vehicle Expenses	1,181	7,025	24,000	(16,975)	29%
<b>Total 5204200 · Travel Expenses</b>	<b>1,722</b>	<b>8,945</b>	<b>29,500</b>	<b>(20,555)</b>	<b>30%</b>
5205200 · Data Processing Expenses					
5205240 · Data Processing - Software	0	17,851	17,500	351	102%
<b>Total 5205200 · Data Processing Expenses</b>	<b>0</b>	<b>17,851</b>	<b>17,500</b>	<b>351</b>	<b>102%</b>
5205300 · Printing Expenses					
5205310 · Copier Expense	84	506	1,500	(994)	34%
5205330 · Printing - Forms	0	150	300	(150)	50%
5205350 · Printing - Other	0	177	400	(223)	44%
<b>Total 5205300 · Printing Expenses</b>	<b>84</b>	<b>834</b>	<b>2,200</b>	<b>(1,366)</b>	<b>38%</b>
5205400 · Utilities					
5205410 · Telephone	109	655	1,600	(945)	41%
5205415 · Cellular Phone	106	637	1,350	(713)	47%
5205417 · Internet - PD	100	605	1,475	(870)	41%
5205420 · Wireless Cards	228	1,368	2,750	(1,382)	50%
5205450 · Electricity	321	2,025	4,500	(2,475)	45%
<b>Total 5205400 · Utilities</b>	<b>865</b>	<b>5,290</b>	<b>11,675</b>	<b>(6,385)</b>	<b>45%</b>
5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building	0	19	3,032	(3,013)	1%
5205540 · Repairs- Machinery & Equipment	0	0	1,200	(1,200)	0%
5205550 · Repairs - Vehicles	552	3,441	8,000	(4,559)	43%
<b>Total 5205500 · Repairs &amp; Building Improvements</b>	<b>552</b>	<b>3,460</b>	<b>12,232</b>	<b>(8,772)</b>	<b>28%</b>
5205600 · Insurance					
5205610 · Insurance - Property	0	824	1,650	(826)	50%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5205620 · Insurance - Liability	0	2,757	5,515	(2,759)	50%
5205640 · Insurance - Vehicle	0	1,215	2,430	(1,215)	50%
<b>Total 5205600 · Insurance</b>	<b>0</b>	<b>4,796</b>	<b>9,595</b>	<b>(4,799)</b>	<b>50%</b>
<b>5205700 · Other Expenses</b>					
5205742 · Public Relations	0	87	200	(113)	43%
5205752 · Employment Screening	0	775	1,000	(225)	77%
5205765 · Miscellaneous	33	300	1,620	(1,320)	19%
<b>Total 5205700 · Other Expenses</b>	<b>33</b>	<b>1,162</b>	<b>2,820</b>	<b>(1,658)</b>	<b>41%</b>
<b>5206400 · Minor Capital Outlay</b>					
5206440 · Machinery & Equipment	70	1,093	2,000	(907)	55%
5206445 · Personal Protective Equipment	0	600	2,000	(1,400)	30%
5206450 · Vehicles	0	46,980	40,000	6,980	117%
<b>Total 5206400 · Minor Capital Outlay</b>	<b>70</b>	<b>48,672</b>	<b>44,000</b>	<b>4,672</b>	<b>111%</b>
<b>Total 20 · Police</b>	<b>45,958</b>	<b>365,228</b>	<b>759,000</b>	<b>(393,772)</b>	<b>48%</b>
<b>25 · Municipal Court</b>					
<b>5251100 · Salaries &amp; Wages</b>					
5251140 · Municipal Judge	585	3,510	7,000	(3,490)	50%
<b>Total 5251100 · Salaries &amp; Wages</b>	<b>585</b>	<b>3,510</b>	<b>7,000</b>	<b>(3,490)</b>	<b>50%</b>
<b>5251400 · Support Staff</b>					
5251405 · Support Staff	2,590	16,838	32,692	(15,854)	52%
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	0	1,772	8,500	(6,728)	21%
5251480 · Merit Raises	0	0	981	(981)	0%
5251490 · Overtime	0	134	1,400	(1,266)	10%
<b>Total 5251400 · Support Staff</b>	<b>2,590</b>	<b>18,743</b>	<b>43,773</b>	<b>(25,030)</b>	<b>43%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

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	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
<b>5252100 · Employee Benefits</b>					
5252110 · Group Insurance	662	3,312	8,166	(4,855)	41%
5252135 · TMRS	231	1,514	3,000	(1,486)	50%
5252160 · Worker's Compensation	0	93	186	(94)	50%
5252170 · Payroll Taxes	38	246	488	(242)	50%
5252196 · Membership Dues	0	0	25	(25)	0%
<b>Total 5252100 · Employee Benefits</b>	<b>930</b>	<b>5,164</b>	<b>11,865</b>	<b>(6,701)</b>	<b>44%</b>
<b>5252300 · Contractual Services</b>					
5252375 · Comptroller - Warratn Fees	23,045	27,636	23,000	4,636	120%
<b>Total 5252300 · Contractual Services</b>	<b>23,045</b>	<b>27,636</b>	<b>23,000</b>	<b>4,636</b>	<b>120%</b>
<b>5252500 · Operating Services</b>					
5252540 · Computer Maintenance	0	0	75	(75)	0%
<b>Total 5252500 · Operating Services</b>	<b>0</b>	<b>0</b>	<b>75</b>	<b>(75)</b>	<b>0%</b>
<b>5253100 · General Supplies</b>					
5253110 · Office Supplies	35	149	150	(1)	99%
5253140 · Uniforms	0	0	50	(50)	0%
<b>Total 5253100 · General Supplies</b>	<b>35</b>	<b>149</b>	<b>200</b>	<b>(51)</b>	<b>74%</b>
<b>5254200 · Travel Expenses</b>					
5254210 · Travel - Local	0	0	25	(25)	0%
<b>Total 5254200 · Travel Expenses</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>(25)</b>	<b>0%</b>
<b>5255200 · Data Processing Expenses</b>					
5255240 · Data Processing - SW Maint.	0	1,953	1,955	(2)	100%
<b>Total 5255200 · Data Processing Expenses</b>	<b>0</b>	<b>1,953</b>	<b>1,955</b>	<b>(2)</b>	<b>100%</b>

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date		\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016	Budget	(Under)	Thru March
				Budget	50%
<b>5255300 · Printing Expense</b>					
5255350 · Printing - Other	278	524	800	(276)	66%
<b>Total 5255300 · Printing Expense</b>	<b>278</b>	<b>524</b>	<b>800</b>	<b>(276)</b>	<b>66%</b>
<b>5255600 · Insurance</b>					
5255620 · Insurance - Liability	0	170	341	(171)	50%
<b>Total 5255600 · Insurance</b>	<b>0</b>	<b>170</b>	<b>341</b>	<b>(171)</b>	<b>50%</b>
<b>5255700 · Other Expenses</b>					
5255765 · Miscellaneous	0	0	100	(100)	0%
5255768 · Collection Agency Fees	0	2,829	3,000	(171)	94%
5255770 · Warrant Fee State Comptroller	0	0	900	(900)	0%
5255772 · Warrant Fee - Omni	1,750	2,318	1,100	1,218	211%
<b>Total 5255700 · Other Expenses</b>	<b>1,750</b>	<b>5,147</b>	<b>5,100</b>	<b>47</b>	<b>101%</b>
<b>Total 25 · Municipal Court</b>	<b>29,214</b>	<b>62,997</b>	<b>94,134</b>	<b>(31,137)</b>	<b>67%</b>
<b>30 · Fire</b>					
<b>5301100 · Salaries &amp; Wages</b>					
5301125 · Fire Chief	2,924	19,009	36,909	(17,900)	52%
5301135 · Deputy Chief/Fire Marshall	1,648	10,516	20,000	(9,484)	53%
5301140 · Fire Captains	3,652	32,292	97,246	(64,954)	33%
5301180 · Merit Raises - Staff	0	0	4,624	(4,624)	0%
<b>Total 5301100 · Salaries &amp; Wages</b>	<b>8,224</b>	<b>61,817</b>	<b>158,779</b>	<b>(96,962)</b>	<b>39%</b>
<b>5301400 · Support Salaries</b>					
5301440 · Firefighters	20,582	124,435	230,246	(105,811)	54%
5301480 · Merit Raises	0	0	6,907	(6,907)	0%
5301485 · Volunteer Incentive Program	1,398	7,668	15,600	(7,933)	49%
<b>Total 5301400 · Support Salaries</b>	<b>21,980</b>	<b>132,103</b>	<b>252,753</b>	<b>(120,651)</b>	<b>52%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

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	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5302100 · Employee Benefits</b>					
5302135 · TMRS	260	1,750	3,387	(1,637)	52%
5302137 · Volunteer Retirement	0	324	500	(176)	65%
5302160 · Worker's Compensation	0	5,610	9,984	(4,374)	56%
5302170 · Payroll Taxes	2,022	13,032	28,154	(15,122)	46%
5302196 · Membership Dues	464	2,194	1,900	294	115%
<b>Total 5302100 · Employee Benefits</b>	<b>2,747</b>	<b>22,910</b>	<b>43,925</b>	<b>(21,015)</b>	<b>52%</b>
<b>5302300 · Contractual Services</b>					
5302310 · Consultant Fees	0	1,500	1,500	0	100%
5302380 · Dispatch	0	7,263	13,566	(6,304)	54%
5302385 · Emergency Transport Service	0	31,780	66,257	(34,478)	48%
<b>Total 5302300 · Contractual Services</b>	<b>0</b>	<b>40,542</b>	<b>81,323</b>	<b>(40,781)</b>	<b>50%</b>
<b>5302500 · Operating Services</b>					
5302510 · Maintenance Agreements	503	3,316	10,000	(6,684)	33%
5302540 · Computer Maintenance	0	613	2,000	(1,387)	31%
5302570 · Warning System Maintenance	0	780	780	0	100%
5302580 · Generator Maintenance	0	702	2,120	(1,418)	33%
<b>Total 5302500 · Operating Services</b>	<b>503</b>	<b>5,411</b>	<b>14,900</b>	<b>(9,489)</b>	<b>36%</b>
<b>5302600 · Special Expenses</b>					
5302675 · National Night Out	0	0	350	(350)	0%
<b>Total 5302600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>350</b>	<b>(350)</b>	<b>0%</b>
<b>5303100 · General Supplies</b>					
5303110 · Office Supplies	18	569	1,600	(1,031)	36%
5303140 · Uniforms	644	3,109	5,000	(1,891)	62%
5303160 · Medical Supplies	469	1,500	8,000	(6,500)	19%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
5303165 · Medical Support	126	439	1,000	(561)	44%
5303170 · Evidence Gathering	0	0	50	(50)	0%
5303175 · Education Aids	0	0	50	(50)	0%
<b>Total 5303100 · General Supplies</b>	<b>1,257</b>	<b>5,617</b>	<b>15,700</b>	<b>(10,083)</b>	<b>36%</b>
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	293	857	2,500	(1,643)	34%
5303420 · Building Alarm Maintenance	0	420	420	0	100%
<b>Total 5303400 · Maintenance Supplies &amp; Parts</b>	<b>293</b>	<b>1,277</b>	<b>2,920</b>	<b>(1,643)</b>	<b>44%</b>
5304200 · Travel Expenses					
5304220 · Professional Development	30	3,196	6,300	(3,104)	51%
5304270 · Vehicle Expenses	357	3,026	10,000	(6,974)	30%
<b>Total 5304200 · Travel Expenses</b>	<b>387</b>	<b>6,223</b>	<b>16,300</b>	<b>(10,077)</b>	<b>38%</b>
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	0	0	1,000	(1,000)	0%
5305240 · Data Processing - Software	0	1,783	2,850	(1,067)	63%
<b>Total 5305200 · Data Processing Expenses</b>	<b>0</b>	<b>1,783</b>	<b>3,850</b>	<b>(2,067)</b>	<b>46%</b>
5305300 · Printing Expense					
5305310 · Copier Expense	314	1,522	3,100	(1,578)	49%
5305330 · Printing - Forms	0	0	100	(100)	0%
<b>Total 5305300 · Printing Expense</b>	<b>314</b>	<b>1,522</b>	<b>3,200</b>	<b>(1,678)</b>	<b>48%</b>
5305400 · Utilities					
5305410 · Telephone	238	1,367	2,350	(983)	58%
5305415 · Cellular Phone	52	309	900	(591)	34%
5305417 · Internet - Fire Dept.	328	1,972	3,600	(1,628)	55%
5305430 · Natural Gas	138	1,113	2,400	(1,287)	46%
5305450 · Electricity	367	2,373	5,562	(3,189)	43%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
Total 5305400 · Utilities	1,122	7,134	14,812	(7,678)	48%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	1,206	2,202	2,800	(598)	79%
5305540 · Repairs - Machinery & Equipment	482	4,517	19,000	(14,483)	24%
5305545 · Repairs - Apparatus	163	2,965	12,000	(9,035)	25%
5305550 · Repairs - Vehicles	352	463	3,500	(3,037)	13%
Total 5305500 · Repairs & Bldg Improvements	2,203	10,148	37,300	(27,152)	27%
5305600 · Insurance					
5305620 · Insurance - Liability	0	3,102	5,660	(2,558)	55%
5305640 · Insurance - Vehicle	0	4,734	10,415	(5,681)	45%
Total 5305600 · Insurance	0	7,835	16,075	(8,240)	49%
5305700 · Other Expenses					
5305705 · Postage	0	47	50	(3)	95%
5305752 · Employment Screening	16	274	165	109	166%
5305765 · Flags & Miscellaneous	0	0	100	(100)	0%
Total 5305700 · Other Expenses	16	321	315	6	102%
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment	1,015	4,716	10,300	(5,584)	46%
5306445 · Personal Protective Equipment	9,166	10,186	20,247	(10,061)	50%
Total 5306400 · Minor Capital Outlay	10,180	14,902	30,547	(15,645)	49%
Total 30 · Fire	49,225	319,545	693,049	(373,504)	46%
40 · Community Services					
5401100 · Salaries & Wages					
5401135 · ACO/Code Enforcement Officer	3,566	23,115	45,000	(21,885)	51%
5401180 · Merit Raises - Staff	0	0	1,350	(1,350)	0%
5401190 · Overtime	602	4,046	2,850	1,196	142%
Total 5401100 · Salaries & Wages	4,168	27,161	49,200	(22,039)	55%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5402100 · Employee Benefits</b>					
5402110 · Group Insurance	350	2,100	6,177	(4,077)	34%
5402135 · TMRS	375	2,450	4,011	(1,561)	61%
5402160 · Worker's Compensation	0	210	310	(100)	68%
5402170 · Payroll Taxes	66	429	653	(224)	66%
5402190 · License	0	165	625	(460)	26%
<b>Total 5402100 · Employee Benefits</b>	<b>791</b>	<b>5,354</b>	<b>11,776</b>	<b>(6,422)</b>	<b>45%</b>
<b>5402300 · Contractual Services</b>					
5402315 · Contract Building Inspections	9,578	23,231	115,000	(91,769)	20%
5402370 · Impound Fees	0	750	2,300	(1,550)	33%
<b>Total 5402300 · Contractual Services</b>	<b>9,578</b>	<b>23,981</b>	<b>117,300</b>	<b>(93,319)</b>	<b>20%</b>
<b>5402600 · Special Expenses</b>					
5402680 · Environmental Testing	520	520	2,300	(1,780)	23%
5402685 · Clean up Day	0	0	100	(100)	0%
<b>Total 5402600 · Special Expenses</b>	<b>520</b>	<b>520</b>	<b>2,400</b>	<b>(1,880)</b>	<b>22%</b>
<b>5403100 · General Supplies</b>					
5403110 · Office Supplies	0	0	50	(50)	0%
5403120 · Animal Care	0	0	150	(150)	0%
5403122 · Pet Supplies	40	376	500	(124)	75%
5403140 · Uniforms	0	274	450	(176)	61%
<b>Total 5403100 · General Supplies</b>	<b>40</b>	<b>650</b>	<b>1,150</b>	<b>(500)</b>	<b>57%</b>
<b>5403400 · Maintenance Supplies &amp; Parts</b>					
5403460 · Miscellaneous	0	28	200	(172)	14%
<b>Total 5403400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>28</b>	<b>200</b>	<b>(172)</b>	<b>14%</b>
<b>5404200 · Travel Expenses</b>					

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
5404210 · Travel - Local	0	0	25	(25)	0%
5404220 · Professional Development	32	32	200	(168)	16%
5404270 · Vehicle Expenses	54	461	3,000	(2,539)	15%
<b>Total 5404200 · Travel Expenses</b>	<b>86</b>	<b>493</b>	<b>3,225</b>	<b>(2,732)</b>	<b>15%</b>
5405200 · Data Processing Expenses					
5405230 · Data Proc-Maintenance & Repairs	0	0	1,080	(1,080)	0%
<b>Total 5405200 · Data Processing Expenses</b>	<b>0</b>	<b>0</b>	<b>1,080</b>	<b>(1,080)</b>	<b>0%</b>
5405300 · Printing Expense					
5405330 · Printing - Forms	0	397	150	247	264%
<b>Total 5405300 · Printing Expense</b>	<b>0</b>	<b>397</b>	<b>150</b>	<b>247</b>	<b>264%</b>
5405400 · Utilities					
5405415 · Cellular Phone	90	537	950	(413)	56%
<b>Total 5405400 · Utilities</b>	<b>90</b>	<b>537</b>	<b>950</b>	<b>(413)</b>	<b>56%</b>
5405600 · Insurance					
5405610 · Insurance - Property	0	4	9	(5)	45%
5405620 · Insurance - Liability	0	115	230	(115)	50%
5405640 · Insurance - Vehicle	0	135	230	(95)	59%
<b>Total 5405600 · Insurance</b>	<b>0</b>	<b>254</b>	<b>469</b>	<b>(215)</b>	<b>54%</b>
5405700 · Other Expenses					
5405765 · Miscellaneous	0	30	100	(70)	30%
<b>Total 5405700 · Other Expenses</b>	<b>0</b>	<b>30</b>	<b>100</b>	<b>(70)</b>	<b>30%</b>
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment	0	163	1,000	(837)	16%
<b>Total 5406400 · Minor Capital Outlay</b>	<b>0</b>	<b>163</b>	<b>1,000</b>	<b>(837)</b>	<b>16%</b>

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Total 40 · Community Services</b>	15,273	59,567	189,000	(129,433)	32%
<b>45 · Solid Waste</b>					
<b>5455400 · Utilities</b>					
5455465 · Solidwaste Pickup (Garbage)	18,343	110,058	226,356	(116,298)	49%
<b>Total 5455400 · Utilities</b>	18,343	110,058	226,356	(116,298)	49%
<b>Total 45 · Solid Waste</b>	18,343	110,058	226,356	(116,298)	49%
<b>50 · Streets</b>					
<b>5501400 · Support Staff</b>					
5501415 · Maintenance Crew	1,800	11,728	23,400	(11,672)	50%
5501490 · Overtime	34	549	1,500	(951)	37%
5501500 · Streets - On Call	50	200	600	(400)	33%
<b>Total 5501400 · Support Staff</b>	1,884	12,477	25,500	(13,023)	49%
<b>5502100 · Employee Benefits</b>					
5502110 · Group Insurance	662	3,312	8,170	(4,859)	41%
5502135 · TMRS	168	1,113	2,148	(1,035)	52%
5502160 · Worker's Compensation	0	972	1,750	(778)	56%
5502170 · Payroll Taxes	27	176	350	(174)	50%
5502190 · License	0	61	122	(61)	50%
<b>Total 5502100 · Employee Benefits</b>	856	5,633	12,540	(6,907)	45%
<b>5502200 · Special Services</b>					
5502280 · NCTCOG- SWMP Fees	0	3,353	6,400	(3,047)	52%
<b>Total 5502200 · Special Services</b>	0	3,353	6,400	(3,047)	52%
<b>5502600 · Special Expenses</b>					
5502620 · Emergency Clean Up	0	0	2,250	(2,250)	0%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Total 5502600 · Special Expenses</b>	0	0	2,250	(2,250)	0%
<b>5503100 · General Supplies</b>					
5503110 · Office Supplies	0	0	100	(100)	0%
5503140 · Uniforms	0	0	600	(600)	0%
<b>Total 5503100 · General Supplies</b>	0	0	700	(700)	0%
<b>5503400 · Maintenance Supplies &amp; Parts</b>					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	2,496	2,500	(4)	100%
5503460 · Miscellaneous	0	181	300	(119)	60%
<b>Total 5503400 · Maintenance Supplies &amp; Parts</b>	0	2,678	3,300	(622)	81%
<b>5504200 · Travel Expenses</b>					
5504220 · Professional Development	0	0	500	(500)	0%
5504270 · Vehicle Expenses	445	2,191	6,500	(4,309)	34%
<b>Total 5504200 · Travel Expenses</b>	445	2,191	7,000	(4,809)	31%
<b>5505300 · Printing Expense</b>					
5505350 · Printing - Other	0	0	350	(350)	0%
<b>Total 5505300 · Printing Expense</b>	0	0	350	(350)	0%
<b>5505400 · Utilities</b>					
5505450 · Electricity	3,748	22,537	45,000	(22,463)	50%
<b>Total 5505400 · Utilities</b>	3,748	22,537	45,000	(22,463)	50%
<b>5505500 · Repairs &amp; Bldg Improvements</b>					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	99	188	3,000	(2,812)	6%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5505550 · Repairs - Vehicles	477	856	2,500	(1,644)	34%
5505560 · Repairs -Street Maint.& Repairs	0	23,085	50,000	(26,915)	46%
5505565 · Repairs - Infrastruct Drainage	0	10	3,000	(2,990)	0%
5505590 · Repairs - Other	130	147	1,500	(1,353)	10%
<b>Total 5505500 · Repairs &amp; Bldg Improvements</b>	<b>705</b>	<b>24,286</b>	<b>60,500</b>	<b>(36,214)</b>	<b>40%</b>
<b>5505600 · Insurance</b>					
5505620 · Insurance - Liability	0	616	1,235	(619)	50%
5505640 · Insurance - Vehicle	0	1,777	3,554	(1,777)	50%
<b>Total 5505600 · Insurance</b>	<b>0</b>	<b>2,393</b>	<b>4,789</b>	<b>(2,396)</b>	<b>50%</b>
<b>5505700 · Other Expenses</b>					
5505752 · Employment Screening	0	0	150	(150)	0%
<b>Total 5505700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>(150)</b>	<b>0%</b>
<b>5506400 · Minor Capital Outlay</b>					
5506440 · Machinery & Equipment	0	800	2,500	(1,700)	32%
5506445 · Personal Protective Equipment	0	0	300	(300)	0%
5506490 · Other	141	342	850	(508)	40%
<b>Total 5506400 · Minor Capital Outlay</b>	<b>141</b>	<b>1,142</b>	<b>3,650</b>	<b>(2,508)</b>	<b>31%</b>
<b>5507400 · Capitalized Assets</b>					
5507440 · Machinery & Equipment	0	0	6,000	(6,000)	0%
5507460 · Infrastructure	5,512	382,766	330,500	52,266	116%
<b>Total 5507400 · Capitalized Assets</b>	<b>5,512</b>	<b>382,766</b>	<b>336,500</b>	<b>46,266</b>	<b>114%</b>
<b>Total 50 · Streets</b>	<b>13,292</b>	<b>459,455</b>	<b>508,629</b>	<b>(49,174)</b>	<b>90%</b>
<b>60 · Parks</b>					
<b>5602400 · Rentals</b>					
5602490 · Rental - Other	210	1,467	3,000	(1,533)	49%

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
Total 5602400 · Rentals	210	1,467	3,000	(1,533)	49%
5602600 · Special Expenses					
5602680 · Heritage Day	0	1,263	8,000	(6,737)	16%
5602690 · Special Events	0	1,154	4,500	0	26%
Total 5602600 · Special Expenses	0	2,417	12,500	(6,737)	19%
5603400 · Maintenance Supplies & Parts					
5603460 · Miscellaneous	0	275	300	(25)	92%
Total 5603400 · Maintenance Supplies & Parts	0	275	300	(25)	92%
5605400 · Utilities					
5605450 · Electricity	843	3,725	8,300	(4,575)	45%
Total 5605400 · Utilities	843	3,725	8,300	(4,575)	45%
5605500 · Repairs & Bldg Improvements					
5605520 · Repairs - Building	0	0	250	(250)	0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	502	1,000	(498)	50%
Total 5605500 · Repairs & Bldg Improvements	0	502	1,250	(748)	40%
5605600 · Insurance					
5605610 · Insurance - Property	0	57	115	(58)	50%
5605620 · Insurance - Liability	0	260	521	(261)	50%
5605640 · Insurance - Vehicle	0	114	230	(116)	50%
Total 5605600 · Insurance	0	432	866	(434)	50%
5605700 · Other Expenses					
5605765 · Miscellaneous	0	208	300	(92)	69%
Total 5605700 · Other Expenses	0	208	300	(92)	69%
5606400 · Minor Capital Outlay					

**City of Ovilla General Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date		\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016	Budget	(Under)	Thru March
				Budget	50%
5606410 · Land Improvements	880	1,529	6,000	(4,471)	25%
5606440 · Machinery & Equipment	0	275	500	(225)	55%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>880</b>	<b>1,804</b>	<b>6,500</b>	<b>(4,696)</b>	<b>28%</b>
5607400 · Capitalized Assets					
5607440 · Machinery & Equipment	0	0	1,000	(1,000)	0%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>(1,000)</b>	<b>0%</b>
<b>Total 60 · Parks</b>	<b>1,933</b>	<b>10,830</b>	<b>34,016</b>	<b>(23,186)</b>	<b>32%</b>
<b>Total Expenditures</b>	<b>194,328</b>	<b>1,604,283</b>	<b>3,019,023</b>	<b>(1,414,740)</b>	<b>53%</b>
<b>Net Change in Fund Balance</b>	<b>65,125</b>	<b>541,875</b>	<b>0</b>	<b>541,875</b>	<b>100%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Resources</b>					
<b>4000400 · Charges for Services</b>					
4000460 · Water Sales	46,748	468,821	894,932	(426,111)	52%
4000461 · Sewer Service	16,342	173,886	441,770	(267,884)	39%
4000465 · Water & Sewer Penalties	1,162	9,664	19,000	(9,336)	51%
4000471 · Reconnect Fees	454	2,863	5,400	(2,537)	53%
4000472 · Meters	575	1,050	3,700	(2,650)	28%
4000473 · Connect Fees	100	1,200	4,400	(3,200)	27%
4000478 · Infrastructure Improvement Fee	4,513	31,131	70,133	(39,002)	44%
4000480-Solid Waste Fees (Garbage)	0	30	0	30	100%
<b>Total 4000400 · Charges for Services</b>	<b>69,893</b>	<b>688,645</b>	<b>1,439,335</b>	<b>(750,690)</b>	<b>48%</b>
<b>4000800 · Other Revenue</b>					
4000880 · Capital Rec Fee	2,500	6,250	62,500	(56,250)	10%
4000840 · Interest Earned	244	1,466	3,100	(1,634)	47%
4000890 · Misc Other Revenue	0	0	2,000	(2,000)	0%
<b>Total 4000800 · Other Revenue</b>	<b>2,744</b>	<b>7,716</b>	<b>67,600</b>	<b>(59,884)</b>	<b>11%</b>
<b>Total Resources</b>	<b>72,637</b>	<b>696,360</b>	<b>1,506,935</b>	<b>(810,575)</b>	<b>46%</b>
<b>Expense</b>					
<b>70 · Administration</b>					
<b>5701100 · Salaries &amp; Wages</b>					
5701110 · City Administrator	5,087	10,744	20,600	(9,856)	52%
5701115 · City Secretary	3,031	6,061	13,133	(7,072)	46%
5701117 · Finance Accountant	2,852	5,705	12,360	(6,655)	46%
5701120 · Part Time Admin. Support	1,716	3,432	7,435	(4,003)	46%
5701130 · Public Works Director	4,151	26,980	52,388	(25,408)	52%
5701180 · Merit Raises, Staff	0	0	3,177	(3,177)	0%
<b>Total 5701100 · Salaries &amp; Wages</b>	<b>16,836</b>	<b>52,921</b>	<b>109,093</b>	<b>(56,172)</b>	<b>49%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5702100 · Employee Benefits</b>					
5702110 · Group Insurance	662	3,974	8,166	(4,192)	49%
5702135 · TMRS	374	2,434	4,808	(2,374)	51%
5702170 · Payroll Taxes	60	387	783	(396)	49%
<b>Total 5702100 · Employee Benefits</b>	<b>1,096</b>	<b>6,795</b>	<b>13,757</b>	<b>(6,962)</b>	<b>49%</b>
<b>5702200 · Special Services</b>					
5702230 · Legal Fees	0	0	1,000	(1,000)	0%
5702240 · Audit	0	7,150	5,780	1,370	124%
5702250 · Accounting	0	0	500	(500)	0%
<b>Total 5702200 · Special Services</b>	<b>0</b>	<b>7,150</b>	<b>7,280</b>	<b>(130)</b>	<b>98%</b>
<b>5702300 · Contractual Services /Personnel</b>					
5702310 · Consultant Fees	0	1,101	3,500	(2,399)	31%
<b>Total 5702300 · Contractual Services /Personnel</b>	<b>0</b>	<b>1,101</b>	<b>3,500</b>	<b>(2,399)</b>	<b>31%</b>
<b>5703100 · General Supplies</b>					
5703110 · Office Supplies	47	516	800	(284)	64%
<b>Total 5703100 · General Supplies</b>	<b>47</b>	<b>516</b>	<b>800</b>	<b>(284)</b>	<b>64%</b>
<b>5703400 · Maintenance Supplies / Parts</b>					
5703410 · Supplies - Custodial	17	17	200	(183)	9%
<b>Total 5703400 · Maintenance Supplies / Parts</b>	<b>17</b>	<b>17</b>	<b>200</b>	<b>(183)</b>	<b>9%</b>
<b>5704200 · Travel Expenses</b>					
5704210 · Travel - Local	0	0	200	(200)	0%
5704220 · Professional Development	0	0	750	(750)	0%
<b>Total 5704200 · Travel Expenses</b>	<b>0</b>	<b>0</b>	<b>950</b>	<b>(950)</b>	<b>0%</b>
<b>5705200 · Data Processing Expenses</b>					

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current		Year to Date		\$ Over (Under) Budget	% of Budget Thru March 50%
	March 2016	Oct 2015 - Mar 2016	Budget			
5705240 · Data Processing - Software	0	0	400		(400)	0%
<b>Total 5705200 · Data Processing Expenses</b>	<b>0</b>	<b>0</b>	<b>400</b>		<b>(400)</b>	<b>0%</b>
<b>5705300 · Printing Expense</b>						
5705350 · Printing - Other	0	163	250		(87)	65%
<b>Total 5705300 · Printing Expense</b>	<b>0</b>	<b>163</b>	<b>250</b>		<b>(87)</b>	<b>65%</b>
<b>5705400 · Utilities</b>						
5705410 · Telephone	109	655	1,250		(595)	52%
5705415 · Cellular Phone	38	228	850		(622)	27%
5705417 · Internet	100	605	950		(345)	64%
<b>Total 5705400 · Utilities</b>	<b>247</b>	<b>1,488</b>	<b>3,050</b>		<b>(1,562)</b>	<b>49%</b>
<b>5705700 · Other Expenses</b>						
5705705 · Postage	500	3,000	8,900		(5,900)	34%
5705740 · Advertising	(0)	0	300		(300)	0%
5705760 · Bank Service Charge	(0)	110	100		10	110%
5705765 · Miscellaneous	0	0	100		(100)	0%
5705775 · Credit Card Transaction Fee	100	1,559	3,000		(1,441)	52%
<b>Total 5705700 · Other Expenses</b>	<b>600</b>	<b>4,669</b>	<b>12,400</b>		<b>(7,731)</b>	<b>38%</b>
<b>5706400 · Minor Capital Outlay</b>						
5706440 · Machinery & Equipment	0	0	500		(500)	0%
<b>Total 5706400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>		<b>(500)</b>	<b>0%</b>
<b>5709000 · Reserve</b>						
5708215 · Admin. Exp. to General Fund	22,822	45,644	91,287		(45,644)	50%
5709002 · Capital Improv. Water Reserve	0	0	26,015		(26,015)	0%
5709003 · Capital Improv. Sewer Reserve	0	0	32,685		(32,685)	0%
5709010 · Administrative Reserves	0	0	2,747		(2,747)	0%
<b>Total 5709000 · Reserve</b>	<b>22,822</b>	<b>45,644</b>	<b>152,734</b>		<b>(107,091)</b>	<b>30%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Total 70 · Administration</b>	41,665	120,463	304,914	(184,451)	40%
<b>75 · Water</b>					
<b>5751100 · Salaries &amp; Wages</b>					
5751133 · Superintendent	3,328	21,630	42,000	(20,370)	52%
5751180 · Merit Raises - Staff	0	0	1,260	(1,260)	0%
<b>Total 5751100 · Salaries &amp; Wages</b>	3,328	21,630	43,260	(21,630)	50%
<b>5751400 · Support Salaries</b>					
5751405 · Support Staff	522	15,212	30,593	(15,381)	50%
5751415 · Maintenance Crew	6,213	40,383	78,395	(38,012)	52%
5751430 · Seasonal Crew	0	0	3,000	(3,000)	0%
5751450 · Certification Pay	92	600	1,200	(600)	50%
5751480 · Merit Raises	0	0	3,666	(3,666)	0%
5751490 · Overtime	207	2,613	4,000	(1,387)	65%
5751500 · Water - On Call	100	800	1,000	(200)	80%
<b>Total 5751400 · Support Salaries</b>	7,134	59,608	121,854	(62,246)	49%
<b>5752100 · Employee Benefits</b>					
5752110 · Group Insurance	2,687	16,121	41,115	(24,994)	39%
5752135 · TMRS	1,168	7,739	14,792	(7,053)	52%
5752160 · Worker's Compensation	0	2,306	3,385	(1,079)	68%
5752170 · Payroll Taxes	197	1,297	2,408	(1,111)	54%
5752190 · Licenses	0	0	222	(222)	0%
<b>Total 5752100 · Employee Benefits</b>	4,052	27,463	61,922	(34,459)	44%
<b>5752300 · Contractual Services/Personnel</b>					
5752350 · Contract Labor - Company	0	0	1,500	(1,500)	0%
5752380 · Dispatch	0	6,225	11,628	(5,403)	54%
<b>Total 5752300 · Contractual Services/Personnel</b>	0	6,225	13,128	(6,903)	47%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5752400 · Rentals</b>					
5752420 · Rental - Machinery & Equipment	0	236	250	(14)	94%
<b>Total 5752400 · Rentals</b>	0	236	250	(14)	94%
<b>5752500 · Operating Services</b>					
5752580 · Water Testing	284	988	4,000	(3,012)	25%
5752590 · TCEQ Fees	(50)	2,984	3,500	(516)	85%
<b>Total 5752500 · Operating Services</b>	234	3,973	7,500	(3,527)	53%
<b>5753100 · General Supplies</b>					
5753140 · Uniforms	0	1,416	1,700	(284)	83%
<b>Total 5753100 · General Supplies</b>	0	1,416	1,700	(284)	83%
<b>5753400 · Maintenance Supplies &amp; Parts</b>					
5753460 · Miscellaneous	60	60	300	(240)	20%
<b>Total 5753400 · Maintenance Supplies &amp; Parts</b>	60	60	300	(240)	20%
<b>5754200 · Travel Expenses</b>					
5754220 · Professional Development	0	160	750	(590)	21%
5754270 · Vehicle Expenses	345	2,738	10,000	(7,262)	27%
<b>Total 5754200 · Travel Expenses</b>	345	2,898	10,750	(7,852)	27%
<b>5755200 · Data Processing Expenses</b>					
5755230 · Data Proc-Maintenance & Repairs	300	671	1,300	(629)	52%
5755240 · Data Processing - Software	0	3,850	4,200	(350)	92%
<b>Total 5755200 · Data Processing Expenses</b>	300	4,521	5,500	(979)	82%
<b>5755300 · Printing Expenses</b>					
5755310 · Copier Expense	0	0	3,000	(3,000)	0%
5755350 · Printing - Other	0	907	2,000	(1,093)	45%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Total 5755300 · Printing Expenses</b>	0	907	5,000	(4,093)	18%
<b>5755400 · Utilities</b>					
5755415 · Cellular Phone	50	353	1,500	(1,148)	24%
5755450 · Electricity	2,078	11,836	26,000	(14,164)	46%
5755460 · Water, wholesale	22,078	172,100	391,500	(219,400)	44%
<b>Total 5755400 · Utilities</b>	<b>24,207</b>	<b>184,288</b>	<b>419,000</b>	<b>(234,712)</b>	<b>44%</b>
<b>5755500 · Repairs &amp; Building Improvements</b>					
5755540 · Repairs- Machinery & Equipment	0	850	4,000	(3,150)	21%
5755550 · Repairs - Vehicles	0	970	2,000	(1,030)	49%
5755570 · Inventory Expense	435	5,535	9,000	(3,465)	62%
5755580 · Water Chemical Expense	730	3,765	8,000	(4,235)	47%
5755590 · Repairs - Other	0	15	3,000	(2,985)	1%
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	<b>1,165</b>	<b>11,135</b>	<b>26,000</b>	<b>(14,865)</b>	<b>43%</b>
<b>5755600 · Insurance</b>					
5755610 · Insurance - Property	0	1,336	2,672	(1,336)	50%
5755620 · Insurance - Liability	0	862	1,724	(862)	50%
5755640 · Insurance - Vehicle	0	316	633	(317)	50%
<b>Total 5755600 · Insurance</b>	<b>0</b>	<b>2,514</b>	<b>5,029</b>	<b>(2,515)</b>	<b>50%</b>
<b>5755700 · Other Expenses</b>					
5755752 · Employment Screening	0	0	150	(150)	0%
<b>Total 5755700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>(150)</b>	<b>0%</b>
<b>5756400 · Minor Capital Outlay</b>					
5756440 · Machinery & Equipment	158	158	1,000	(842)	16%
5756490 · Other	0	449	500	(51)	90%
<b>Total 5756400 · Minor Capital Outlay</b>	<b>158</b>	<b>607</b>	<b>1,500</b>	<b>(893)</b>	<b>40%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5757400 · Capitalized Assets</b>					
5757440 · Machinery & Equipment	0	0	2,500	(2,500)	0%
5757470 · Infrastructure - Water	0	400	4,000	(3,600)	10%
<b>Total 5757400 · Capitalized Assets</b>	0	400	6,500	(6,100)	6%
<b>5757900 · Long-Term Debt</b>					
5758225 · Admin. Expense to Debt Fund	25,697	51,393	102,786	(51,393)	50%
<b>Total 5757900 · Long-Term Debt</b>	25,697	51,393	102,786	(51,393)	50%
<b>Total 75 · Water</b>	66,679	379,274	832,129	(452,855)	46%
<b>80 · Sewer</b>					
<b>5801400 · Support Salaries</b>					
5801405 · Support Staff	2,710	5,801	10,197	(4,396)	57%
5801415 · Maintenance Crew	2,637	17,139	33,280	(16,141)	52%
5801450 · Certification Pay	92	600	1,210	(610)	50%
5801480 · Merit Raises	0	0	998	(998)	0%
5801490 · Overtime	148	964	3,000	(2,036)	32%
5801500 · Sewer - On Call	50	250	1,150	(900)	22%
<b>Total 5801400 · Support Salaries</b>	5,638	24,754	49,835	(25,081)	50%
<b>5802100 · Employee Benefits</b>					
5802110 · Group Insurance	662	3,974	8,451	(4,477)	47%
5802135 · TMRS	256	1,664	3,054	(1,390)	54%
5802160 · Worker's Compensation-Sewer	0	2,306	3,385	(1,079)	68%
5802170 · Payroll Taxes	41	267	497	(230)	54%
5802190 · Licenses	0	0	150	(150)	0%
<b>Total 5802100 · Employee Benefits</b>	960	8,211	15,537	(7,326)	53%
5802300 · Contractual Services/Personnel					

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
5802350 · Contract Labor - Company	0	0	2,000	(2,000)	0%
<b>Total 5802300 · Contractual Services/Personnel</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>(2,000)</b>	<b>0%</b>
<b>5802500 · Operating Services</b>					
5802515 · Sardis Collection Expense	0	3,837	9,618	(5,781)	40%
5802590 · TCEQ Fees - Sewer	0	0	100	(100)	0%
<b>Total 5802500 · Operating Services</b>	<b>0</b>	<b>3,837</b>	<b>9,718</b>	<b>(5,881)</b>	<b>39%</b>
<b>5803100 · General Supplies</b>					
5803140 · Uniforms	0	1,083	1,200	(117)	90%
<b>Total 5803100 · General Supplies</b>	<b>0</b>	<b>1,083</b>	<b>1,200</b>	<b>(117)</b>	<b>90%</b>
<b>5803400 · Maintenance Supplies &amp; Parts</b>					
5803460 · Miscellaneous	0	0	500	(500)	0%
<b>Total 5803400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
<b>5804200 · Travel Expenses</b>					
5804220 · Professional Development	0	0	500	(500)	0%
5804270 · Vehicle Expense	0	507	1,200	(693)	42%
<b>Total 5804200 · Travel Expenses</b>	<b>0</b>	<b>507</b>	<b>1,700</b>	<b>(1,193)</b>	<b>30%</b>
<b>5805400 · Utilities</b>					
5805450 · Electricity	266	1,605	3,000	(1,395)	53%
5805463 · TRA Wastewater Treatment	22,567	141,531	270,806	(129,275)	52%
<b>Total 5805400 · Utilities</b>	<b>22,833</b>	<b>143,136</b>	<b>273,806</b>	<b>(130,670)</b>	<b>52%</b>
<b>5805500 · Repairs &amp; Bldg Improvements</b>					
5805510 · Repairs - Land Improvements	0	0	300	(300)	0%
5805540 · Repairs - Machinery & Equipment	0	1,480	6,000	(4,520)	25%
5805570 · Inventory Expense	0	301	2,000	(1,699)	15%
5805590 · Repairs - Other	0	0	600	(600)	0%
<b>Total 5805500 · Repairs &amp; Bldg Improvements</b>	<b>0</b>	<b>1,781</b>	<b>8,900</b>	<b>(7,119)</b>	<b>20%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>5805600 · Insurance</b>					
5805610 · Insurance - Property	0	28	56	(28)	50%
5805620 · Insurance - Liability	0	199	400	(201)	50%
5805640 · Insurance - Vehicle	0	20	40	(21)	49%
<b>Total 5805600 · Insurance</b>	<b>0</b>	<b>246</b>	<b>496</b>	<b>(250)</b>	<b>50%</b>
<b>5805700 · Other Expenses</b>					
5805752 · Employment Screening	0	0	200	(200)	0%
<b>Total 5805700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>(200)</b>	<b>0%</b>
<b>5807400 · Capitalized Assets</b>					
5807440 · Machinery & Equipment	0	5,542	6,000	(458)	92%
<b>Total 5807400 · Capitalized Assets</b>	<b>0</b>	<b>5,542</b>	<b>6,000</b>	<b>(458)</b>	<b>92%</b>
<b>Total 80 · Sewer</b>	<b>29,431</b>	<b>189,098</b>	<b>369,892</b>	<b>(180,794)</b>	<b>51%</b>
<b>Total Expense</b>	<b>137,774</b>	<b>688,835</b>	<b>1,506,935</b>	<b>(818,100)</b>	<b>46%</b>
<b>Net Change in Fund Balance</b>	<b>(65,137)</b>	<b>7,526</b>	<b>0</b>	<b>7,526</b>	<b>100%</b>

**Ovilla Debt Service**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	6,113	454,229	467,702	(13,473)	97%
4000111 · Ad Valorem, Delinquent I & S	13	1,288	4,122	(2,834)	31%
4000114 · Interest/Penalties - I & S	428	1,193	1,611	(418)	74%
<b>Total 4000100 · Taxes</b>	<b>6,555</b>	<b>456,710</b>	<b>473,435</b>	<b>(16,725)</b>	<b>96%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	69	226	700	(474)	32%
4000900 · Reduction of Reserve Fund Bal.	-	-	1,604	(1,604)	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	25,697	51,393	102,786	(51,393)	50%
<b>Total 4000800 · Other Revenue</b>	<b>25,766</b>	<b>51,619</b>	<b>105,090</b>	<b>(53,471)</b>	<b>49%</b>
<b>Total Revenues</b>	<b>32,321</b>	<b>508,328</b>	<b>578,525</b>	<b>(70,197)</b>	<b>88%</b>
<b>Expenditures</b>					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	-	-	500	(500)	0%
51579349 - 2011 Bond Issue Principle	-	-	375,000	(375,000)	0%
5157940 · 2011 Bond Issue Interest	-	101,513	203,025	(101,513)	50%
<b>Total 5157900 · Long-Term Debt</b>	<b>-</b>	<b>101,513</b>	<b>578,525</b>	<b>(477,013)</b>	<b>18%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>101,513</b>	<b>578,525</b>	<b>(477,013)</b>	<b>18%</b>
<b>Net Change in Fund Balance</b>	<b>32,321</b>	<b>406,816</b>	<b>-</b>	<b>406,816</b>	<b>100%</b>

City of Ovilla Capital Projects Fund

Actual vs Budget Review

October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
			Budget	Budget	50%
<b>Revenues</b>					
4000800 · Other Revenue					
4000845 · Interest Earned - Texstar	0	1	1	0	138%
4000850 · Interest Earned - Prosperity	22	130	255	(125)	51%
<b>Total 4000800 · Other Revenue</b>	<b>22</b>	<b>132</b>	<b>256</b>	<b>(124)</b>	<b>51%</b>
<b>Total Revenues</b>	<b>22</b>	<b>132</b>	<b>256</b>	<b>(124)</b>	<b>51%</b>
<b>Expense</b>					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	256	(256)	0%
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>	<b>0%</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>	<b>0%</b>
<b>Change in Net Position</b>	<b>22</b>	<b>132</b>	<b>0</b>	<b>132</b>	<b>100%</b>

**Ovilla Park Impact Fund  
Actual vs Budget Review  
October 2015 through March 2016**

	Current	Year to Date		\$ Over (Under)	% of Budget Thru March
	March 2016	Oct 2015 - Mar 2016	Budget	Budget	50%
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	335	2,007	16,726	(14,719)	12%
<b>Total 4000400 · Charges for Services</b>	<b>335</b>	<b>2,007</b>	<b>16,726</b>	<b>(14,719)</b>	<b>12%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	13	70	100	(30)	70%
<b>Total 4000800 · Other Revenue</b>	<b>13</b>	<b>70</b>	<b>100</b>	<b>(30)</b>	<b>70%</b>
<b>Total Revenues</b>	<b>348</b>	<b>2,078</b>	<b>16,826</b>	<b>(14,748)</b>	<b>12%</b>
<b>Expenditures</b>					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	6,000	(6,000)	0%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>6,000</b>	<b>(6,000)</b>	<b>0%</b>
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	10,326	(10,326)	0%
<b>Total 5609000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>10,326</b>	<b>(10,326)</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>16,826</b>	<b>(16,826)</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>348</b>	<b>2,078</b>	<b>0</b>	<b>2,078</b>	<b>100%</b>

Ovilla W&S Impact Fee Fund  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
4000400 · Charges for Services					
4000476 - Water Impact Fee	1,000	3,100	0	3,100	100%
4000477 · Sewer Impact Fee	1,400	2,800	70,000	(67,200)	4%
<b>Total 4000400 · Charges for Services</b>	<b>2,400</b>	<b>5,900</b>	<b>70,000</b>	<b>(64,100)</b>	<b>8%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	27	106	200	(94)	53%
4000880 - Transfer In - Water Impact	0	0	0	0	0%
<b>Total 4000800 · Other Revenue</b>	<b>27</b>	<b>106</b>	<b>200</b>	<b>(94)</b>	<b>53%</b>
<b>Total Revenues</b>	<b>2,427</b>	<b>6,006</b>	<b>70,200</b>	<b>(64,194)</b>	<b>9%</b>
<b>Expense</b>					
5859000 · Reserves					
5859020 - Water Impact Consultant Fee	0	0	37,500	(37,500)	0%
5859030 · Sewer Impact Fees Reserve	0	0	32,700	(32,700)	0%
<b>Total 5859000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>70,200</b>	<b>(70,200)</b>	<b>0%</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>70,200</b>	<b>(70,200)</b>	<b>0%</b>
<b>Change in Net Position</b>	<b>2,427</b>	<b>6,006</b>	<b>0</b>	<b>6,006</b>	<b>100%</b>

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
4000100 · Taxes					
4000120 · Sales tax	6,467	48,202	81,838	(33,636)	59%
<b>Total 4000100 · Taxes</b>	<b>6,467</b>	<b>48,202</b>	<b>81,838</b>	<b>(33,636)</b>	<b>59%</b>
4000800 · Other Revenue					
4000840 · Interest Income	141	779	1,200	(421)	65%
<b>Total 4000800 · Other Revenue</b>	<b>141</b>	<b>779</b>	<b>1,200</b>	<b>(421)</b>	<b>65%</b>
<b>Total Revenues</b>	<b>6,608</b>	<b>48,981</b>	<b>83,038</b>	<b>(34,057)</b>	<b>59%</b>
<b>Expenditures</b>					
8102200 · Special Services					
8102230 · Legal Fees	0	0	500	(500)	0%
8102240 · Audit	0	1,600	1,600	0	100%
<b>Total 8102200 · Special Services</b>	<b>0</b>	<b>1,600</b>	<b>2,100</b>	<b>(500)</b>	<b>76%</b>
8102300 · Consultant Services					
8102310 · Consultant Fees	0	0	20,000	(20,000)	0%
<b>Total 8102300 · Consultant Services</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>(20,000)</b>	<b>0%</b>
8103100 · General Supplies					
8103110 · Office Supplies	0	0	100	(100)	0%
<b>Total 8103100 · General Supplies</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
8104200 · Travel Expense					
8104210 · Travel Expense	0	0	1,000	(1,000)	0%
8104220 · Professional Development	200	200	2,300	(2,100)	9%
<b>Total 8104200 · Travel Expense</b>	<b>200</b>	<b>200</b>	<b>3,300</b>	<b>(3,100)</b>	<b>6%</b>

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
8105300 - - Printing					
8105320 · Printing Expense	0	0	300	(300)	0%
Total 8105300 - - Printing	0	0	300	(300)	0%
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	130	261	(131)	50%
Total 8105600 · Insurance	0	130	261	(131)	50%
8105700 · Other Expenses					
8105705 · Postage	0	0	100	(100)	0%
8105730 · Memberships		3,350	165	3,185	2,030%
8105740 · Advertising	3,610	3,610	5,300	(1,690)	68%
8105765 · Business Expense	0	0	1,000	(1,000)	0%
Total 8105700 · Other Expenses	3,610	6,960	6,565	395	106%
8109000 · Reserves					
8109015 · Administrative Reserves	48	384	2,912	(2,528)	13%
8109215 · Admin. Expense to General Fund	625	1,250	2,500	(1,250)	50%
Total 8109000 · Reserves	673	1,634	5,412	(3,778)	30%
Total Expenditures	4,483	10,524	83,038	(72,514)	13%
Net Change in Fund Balance	2,125	38,456	0	38,456	100%

Ovilla Municipal Development District

Actual vs Budget Review

October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
4000100 · Taxes					
4000120 · Sales tax	3,073	19,492	40,919	(21,427)	48%
<b>Total 4000100 · Taxes</b>	<b>3,073</b>	<b>19,492</b>	<b>40,919</b>	<b>(21,427)</b>	<b>48%</b>
4000800 · Other Revenue					
4000840 · Interest Income	42	236	300	(64)	79%
<b>Total 4000800 · Other Revenue</b>	<b>42</b>	<b>236</b>	<b>300</b>	<b>(64)</b>	<b>79%</b>
<b>Total Revenues</b>	<b>3,115</b>	<b>19,728</b>	<b>41,219</b>	<b>(21,491)</b>	<b>48%</b>
<b>Expenditures</b>					
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%
<b>Total 9102200 · Special Services</b>	<b>0</b>	<b>1,600</b>	<b>2,100</b>	<b>(500)</b>	<b>76%</b>
9102300 · Consultant Services					
9102310 · Consultant Fees	0	0	534	(534)	0%
<b>Total 9102300 · Consultant Services</b>	<b>0</b>	<b>0</b>	<b>534</b>	<b>(534)</b>	<b>0%</b>
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	(100)	0%
<b>Total 9103100 · General Supplies</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
9104200 · Travel Expense					
9104220 · Professional Development	0	0	250	(250)	0%
<b>Total 9104200 · Travel Expense</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>(250)</b>	<b>0%</b>

Ovilla Municipal Development District

**Actual vs Budget Review**

October 2015 through March 2016

	Current	Year to Date		\$ Over (Under)	% of Budget Thru March
9105600 · Insurance					
9105620 · Insurance - Liability	0	130	261	(131)	50%
Total 9105600 · Insurance	0	130	261	(131)	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	37,449	(37,449)	0%
9109215 · Admin. Expense to General Fund	125	250	500	(250)	50%
Total 9109000 · Reserves	125	250	37,949	(37,699)	1%
Total Expenditures	125	1,980	41,219	(39,239)	5%
Net Change in Fund Balance	2,990	17,748	0	17,748	100%

**Ovilla Employee Benefit Trust**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date		\$ Over (Under)	% of Budget
	March 2016	Oct 2015 - Mar 2016	Budget	Budget	Thru March 50%
<b>Revenues</b>					
4000991 - Insurance Contributions					
4000991 Insurance Contributions	14,497	87,167	0	87,167	100%
<b>Total 4000991 - Insurance Contributions</b>	<b>14,497</b>	<b>87,167</b>	<b>0</b>	<b>87,167</b>	<b>100%</b>
4000800 - Other Income					
4000840 - Interest Income	0	5	0	5	100%
<b>Total Revenues</b>	<b>14,497</b>	<b>87,172</b>	<b>0</b>	<b>87,172</b>	<b>100%</b>
<b>Expenditures</b>					
5902110 - Benefit Premiums					
5902110 - Benefit Premiums	14,497	87,415	0	87,415	100%
<b>Total 5902110 - Insurance</b>	<b>14,497</b>	<b>87,415</b>	<b>0</b>	<b>87,415</b>	<b>100%</b>
<b>Total Expenditures</b>	<b>14,497</b>	<b>87,415</b>	<b>0</b>	<b>87,415</b>	<b>100%</b>
<b>Net Change in Fund Balance</b>	<b>0</b>	<b>(243)</b>	<b>0</b>	<b>(243)</b>	<b>100%</b>

**Ovilla Fire Department Auxiliary**  
**Actual vs Budget Review**  
 October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over	% of Budget
	March 2016	Oct 2015 - Mar 2016		(Under)	Thru March
				Budget	50%
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	0	1,050	0	1,050	100%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>1,050</b>	<b>0</b>	<b>1,050</b>	<b>100%</b>
<b>Total Revenues</b>	<b>0</b>	<b>1,050</b>	<b>0</b>	<b>1,050</b>	<b>100%</b>
<b>Expenditures</b>					
5333400 · Maintenance Supplies and Parts					
5333460 · Supplies - Miscellaneous	0	0	0	0	0%
<b>Total 5333400 · Maintenance Supplies and Parts</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>0</b>	<b>1,050</b>	<b>0</b>	<b>1,050</b>	<b>100%</b>

Ovilla Police Department Special Fund

**Actual vs Budget Review**

October 2015 through March 2016

	Current	Year to Date	Budget	\$ Over (Under)	% of Budget Thru March
	March 2016	Oct 2015 - Mar 2016		\$ Over Budget	50%
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	0	170	0	170	100.0%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>170</b>	<b>0</b>	<b>170</b>	<b>100.0%</b>
<b>Total Revenues</b>	<b>0</b>	<b>170</b>	<b>0</b>	<b>170</b>	<b>100.0%</b>
<b>Expenditures</b>					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	159	0	159	100.0%
<b>Total 5232600 · Special Expenses</b>	<b>0</b>	<b>159</b>	<b>0</b>	<b>159</b>	<b>100.0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>159</b>	<b>0</b>	<b>159</b>	<b>100.0%</b>
<b>Net Income</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>11</b>	<b>100%</b>



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - April 25, 2016 through April 29, 2016

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This report is to provide you an overview of City Manager information items for the week ending April 29, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

### **Movie in the Park**

The Movie in the Park is Saturday, April 30. The movie starts at 8:15 PM and is at Heritage Park. The movie that will be presented is the Animated Feature "Inside Out" which won an academy award in February. There will be popcorn, water and soft drinks available all at no charge to the attendees.

### **Drug Take Back**

The Police Department is conducting a drug take back program. The program will occur at the Police Department on Saturday, April 30 from 10:00 AM to 2:00 PM. This is an opportunity to turn in unused or expired medication for safe disposal.

### **Planning and Zoning Commission**

There will be a meeting of the Planning and Zoning Commission on Monday, May 2 starting at 6:00 PM. The meeting agenda will include the preliminary plat for Bryson Manor Phase II, a single-family residential subdivision zoned R-15. The developer of Hidden Valley Estates has requested that their preliminary plat **not** be place on the agenda. Home builder(s) have expressed concerns about the price of the lots.

### **Bryson Manor Phase I**

All improvements are complete and are in accordance with City specifications and standards. I have sent the developer a letter accepting the improvements. The developer must now provide the City with a maintenance warranty bond in the amount of 40% of the construction cost for all improvements and must be in effect for two years.

### **Bryson Manor Wastewater System Improvements**

The wastewater system improvements that serves Bryson Manor are complete. A Deed of Dedication of Public Improvements (Wastewater Systems), as required in the City/Developer agreement, has been prepared. Once the developer has signed the document, I will place this



Deed of Dedication on a City Council agenda for approval. A letter of acceptance of the wastewater system improvements has been sent to the developer.

### **Shiloh Road Annexation**

The City Council has held two public hearings for the Shiloh Road Annexation. This annexation is for the portion of Shiloh Road that fronts the new MISD Elementary School. However, the annexation exhibit and legal description that was presented at the two public hearings is only for the north half of the right-of-way. Partial roads cannot be annexed. Therefore, at future City Council meetings we will conduct two more public hearings with an exhibit and legal description that shows the entire right-of-way to be annexed. After the public hearings, an ordinance will be presented to the City Council that completes the annexation process.

I went to the offices of Davis and McDill to have them prepare a single exhibit and legal description. They will combine the two exhibits (one exhibit is the MISD annexation of the north half of Shiloh Road and the other exhibit is the boundary agreement between Ovilla and the City of Midlothian for the south half of Shiloh Road) into one exhibit, extending the length of the north half to match the south half.

### **Comprehensive Land Use Plan**

I met with our Town Planner to review the updates to the 2010 Comprehensive Land Use Plan that the Committee approved at their last meeting. She is in the process of incorporating the updates into the 2010 Plan. We will have another meeting of the Committee soon to approve the update for subsequent forwarding to the City Council.

### **City Hall Roof Repair**

Last Friday at 4:00 PM, bids were due for the roof repair project. The one bid we received exceeded the amount budgeted for the work. We will review/revise the bid documents and re-advertise.

### **Fire Department Equipment**

Booster 703 was sold today as part of the services provided by auctioneer Brindlee Mountain (they specialize in the transfer of fire equipment). Booster 703 is a 1990 unit that has been used in the past to put out brush fires along roadways. We have two other units in service that provide the same function. The advertised price is \$14,000.00, which is what we did receive (less 10% auctioneer fee). The unit was sold to the Sadie Tiger Bend Fire Protection District in Marion Louisiana. The transfer took place in Longview Texas. The sale of this piece of equipment was included in the FY 2015-2016 Budget.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - April 18, 2016 through April 22, 2016

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This report is to provide you an overview of City Manager information items for the week ending April 22, 2016. Each of these reports are included in the City Council regular agenda packets under the heading “Administration Activity Report”.

#### **FY 2015-2016 Budget Amendment**

I have directed staff to implement the purchases that are included in the budget amendment that was approved by City Council. There are some items in the budget amendment that will not move forward until the City Council approves the requisite contracts, such as the manhole/lift station rehab and the paving improvements to Cockrell Hill Road. All affected contracts will be on the May 9 City Council agenda. There will be no movement on the “restroom in the park” until the 4B EDC approves their budget amendment.

#### **4B Economic Development Corporation**

The Monday, April 18 6:00 PM 4B EDC meeting did not happen. Only two members showed up. No quorum-no meeting. Therefore, their portion of the budget amendment (bathroom in the park) was not approved. I will bring the budget amendment back to the 4B EDC at their next meeting for their consideration.

#### **Clean Up Day**

Saturday, April 23 is the Ovilla annual clean-up day. Dumpsters, a box truck for household hazardous waste, roll off containers and areas for tires and limbs/branches will be provided in the area between the Police Department and Westlawn. Westlawn at Cockrell Hill Road will be closed. The event is from 8:00 AM to 12:00 noon. City staff will be attendance to help with unloading and traffic control. This event is for Ovilla residents only.

#### **Bryson Manor Phase I**

The contractor must still remove and reinstall some concrete pavement and concrete curb and gutter that is unacceptable, they must tie in Bryson Manor Drive to Shiloh Road and Judy Drive to Bryson Lane and install type III barricades at street ends. There are some off-site drainage issues that still must also be addressed. The recent rain has hampered their progress. Once all punch list items are complete, the City will accept the improvements. The developer will then provide the City with a maintenance warranty bond.



### **Shiloh Road Annexation**

The City Council has held two public hearings for the Shiloh Road Annexation. This annexation is for the portion of Shiloh Road that fronts the new MISD Elementary School. However, the annexation exhibit and legal description that was presented at the two public hearings is only for the north half of the right-of-way. Partial roads cannot be annexed. Therefore, at future City Council meetings we will conduct two more public hearings with exhibits and legal descriptions that show the entire right-of-way to be annexed. After the public hearings, an ordinance will be presented to the City Council that completes the annexation process.

### **Comprehensive Land Use Plan**

I will be meeting with our Town Planner to review the updates to the 2010 Comprehensive Land Use Plan that the Committee approved at their last meeting. We will have another meeting of the Committee soon to approve the update for subsequent forwarding to the City Council.

### **City Parks**

The Texas Municipal League (TML) has provided me with the "Public Playground Safety Handbook" published by the U.S. Consumer Product Safety Commission. This is the document that staff will refer to as we evaluate/upgrade the equipment in our parks. These are guidelines, as "...the U.S. Consumer Product Safety Commission believes that guidelines, rather than a mandatory rule, are appropriate."

### **City Hall Roof Replacement**

On Friday, April 22 at 4:00 PM, the City Hall Roof Replacement bids were due. We received one bid. Staff will review the bid and determine the next step.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - April 11, 2016 through April 15, 2016

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This report is to provide you an overview of City Manager information items for the week ending April 15, 2016. Each of these reports are included in the City Council regular agenda packets under the heading “Administration Activity Report”.

### **City Council**

There will be a Special Called City Council meeting on Tuesday, April 19 starting at 6:30 PM. There will be two items on the agenda and they are: (1) second public hearing for the annexation of Shiloh Road and (2) the mid-year budget amendment.

### **4B Economic Development Corporation/Zoning Board of Adjustments**

There will be a 4B EDC meeting on Monday, April 18 at 6:00 PM. There will not be a BOA meeting Monday night.

### **Cindy Jones Park**

Public Works has removed all swings (except the baby “basket” swings), has removed all tires and has removed the rope climb. Improvements such as additional engineered wood fiber and the border for the fiber are forthcoming. The existing sign will be replaced with a sign that is legible.

### **Bryson Manor Phase I**

Construction improvements are rapidly nearing completion. After City acceptance of the improvements, the developer will furnish a maintenance warranty bond in the amount of 40% of the construction cost of all improvements. The bond is in effect for two years from the date of acceptance by the City. The City will then process permit applications for new home construction.

### **Trinity River Authority (TRA)**

Staff met with TRA representatives and we discussed Inflow/Infiltration (I/I). Inflow into our sewer system is an immediate direct flow into the system such as roof drains being connected to the sewer service line, a manhole lid being left off and an uncovered cleanout. Infiltration is a longer term flow into the sewer system such as poor pipe joints allowing ground water to flow in over time. All member cities have a problem with I/I. In essence, the invoice we pay to TRA includes non-sanitary sewer flows. The budget amendment item for us to hire a company



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - April 4, 2016 through April 8, 2016

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This report is to provide you an overview of City Manager information items for the week ending April 8, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

### **City Council**

There will be a City Council meeting on Monday, April 11 starting at 6:00 PM with the briefing session followed by the 6:30 PM regular session. Your packets were delivered Thursday afternoon to you.

### **Planning and Zoning Commission**

At the Planning and Zoning Commission meeting on Monday, April 4 the Commission unanimously denied the zoning change request from I Industrial to R-15 Residential for the property located along Bear Creek Road. The Commission unanimously approved the zoning change request from RE Residential to CG General Commercial for the "orphan" tract contiguous to the new elementary school. Both recommendations will be forwarded to the City Council for the April 11 meeting.

### **Hidden Valley Estates Subdivision**

We received the third submittal of the preliminary plat. Staff and the City Engineer have reviewed the latest submittal and have determined it to be in compliance with our regulations. Thus, the official filing date has been established. The preliminary plat will be placed on the May 2 Planning and Zoning Commission agenda and on the May 9 City Council agenda.

### **Bryson Manor Phase 2 Subdivision**

We received the second submittal of the preliminary plat. Staff and the City Engineer have reviewed the latest submittal and have determined it to be in compliance with our regulations. Thus, the official filing date has been established. The preliminary plat will be placed on the May 2 Planning and Zoning Commission agenda and on the May 9 City Council agenda.



### **Ovilla Construction Standards**

I am in the process of reviewing and updating our construction standards and design manuals so that they are current with our standard practices and that they are also current with NCTCOG and TCEQ standards. I am meeting with the City Engineer next week to review the proposed updates.

### **Street Sign Upgrades**

Street signs are required by the State to be revised by 2018 to a new standard. Those revisions are: (1) signs must be retroreflective, (2) 9" high sign, (3) 6" letters and (4) the first letter of the street name is upper case and the remaining letters are lower case. Approximately 2/3's of the signs in the City have been changed and are compliant.

### **City Hall Roof Replacement**

Request for bid proposals went out to all registered roofers in the City and a notice was placed in the newspaper. Proposals are due no later than Friday, April 22 at 4:00 PM. There will be a mandatory pre-proposal conference on Friday, April 15 at 2:00 PM.

### **Town Planner**

I met with our Town Planner this week and we reviewed a report she prepared. In the report, she is offering suggestions that clarify state law and reformatting of the Zoning Ordinance and Subdivision Ordinance. She is knowledgeable and is fast becoming a real asset.

05.9.2016

## Monthly Board Updates

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC

Re  
Monthly Board Activity.

### BOARD ACTIVITY:

#### Board of Adjustment:

No April meeting

May Meeting:

1. 1 Variance – Tucker (front facing accessory building)
2. 1 Special Exception – Thigpen (fence with railing/posts on outside)
3. 1 Special Exception – Thigpen (fence with wooden post)

#### Economic Development District:

No April meeting – no quorum –

#### Municipal Development District:

No meetings in 2016 to date

Next scheduled meeting to be determined

#### Municipal Services Advisory Committee:

No meetings in 2016 to date

Next scheduled meeting in June/July to begin budget

#### Park Board:

May meeting –

1. Confirmed plans for Music in the Park – June 17
2. Received direction from Council: Discussed the review and evaluation of City parks and document from TML on Public Playground Safety.
3. Voted on two volunteers to assist in the Heritage Day event.

#### Planning and Zoning Commission:

May Meeting:

1. Considered preliminary plat application submittal by Massey Shaw for Bryson Manor Subdivision Phase 2 and forwarded recommendation to Council.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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[pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org)



### Ovilla Municipal Court Report

<b>FY-2015-2016</b>	<b>Total Traffic Cases Filed</b>	<b>State Law Cases Filed</b>	<b>Parking Cases Filed</b>	<b>Penal Code Cases Filed</b>	<b>City Ordinance Filed</b>	<b>Trials</b>	<b>Total Revenue</b>	<b>Amount Kept by City</b>	<b>Amount sent to State</b>	<b>Warrants Issued</b>	<b>Cases sent to Collections</b>
October	12	0	0	1	0	1	\$6,503.40	\$4,829.79	\$1,673.61	18	18
November	30	0	6	1	1	0	\$6,343.00	\$4,506.02	\$1,836.98	6	6
December	36	1	0	0	0	0	\$4,249.52	\$2,462.16	\$1,787.36	5	5
January	103	1	0	2	6	0	\$8,208.30	\$4,486.94	\$3,721.36	8	8
February	227	2	0	0	0	0	\$23,074.90	\$12,744.35	\$10,330.55	6	6
March	104	0	0	1	0	0	\$28,633.00	\$16,155.86	\$12,477.14	11	11
April	94	0	0	2	0	0	\$17,970.30	\$9,158.08	\$8,812.22	21	21
May											
June											
July											
August											
September											
<b>Totals</b>	<b>606</b>	<b>4</b>	<b>6</b>	<b>7</b>	<b>7</b>	<b>1</b>	<b>\$94,982.42</b>	<b>\$54,343.20</b>	<b>\$40,639.22</b>	<b>75</b>	<b>75</b>

2014-2015 FY

April	32	0	0	0	0	2	\$6,270.38	\$3,453.99	\$2,816.39	9
<b>FY Totals</b>	<b>199</b>	<b>6</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>5</b>	<b>\$39,077.88</b>	<b>\$23,255.25</b>	<b>\$15,822.63</b>	<b>76</b>

<b>FY-2014-2015</b>	<b>Total # of Warrants</b>	<b>Total Amount of Warrants</b>	<b>Warrants Cleared</b>	<b>Warrants Amount</b>
<b>October</b>	398	\$140,651.01	11	\$2,061.60
<b>November</b>	386	\$135,375.84	18	\$4,541.00
<b>December</b>	386	\$136,131.44	5	\$1,897.07
<b>January</b>	392	\$138,629.21	2	\$1,178.53
<b>February</b>	391	\$138,216.61	7	\$2,827.30
<b>March</b>	375	\$131,858.32	27	\$7,231.83
<b>April</b>	392	\$138,396.92	4	\$177.00
<b>May</b>				
<b>June</b>				
<b>July</b>				
<b>August</b>				
<b>September</b>				
<b>Totals</b>			<b>74</b>	<b>\$19,914.33</b>

Code Enforcement Report  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Dennis Burn

Subject: **Code Enforcement Monthly Report**

	April 2016	April 2016 YTD	April .2015	
Calls For Service				
Complaints (Nuisance-15,Permit-12,Parking-11)	38	136	52	
Follow Up (Nuisance-14 Permit-12, Parking-10)	36	140	55	
Door Notices (Nuisance-10, Permit-2, Parking-4)	16	107	32	
Mail Notices (8 Parking 11 grass 6 permit)	25	87	18	
Posted Property (Grass-11)	5	24	0	
Court (Parking NO permit )	\$0	325	\$196.00	
Citizen Contacts	61	223	66	
Permits Reviewed	15	59	23	
Permits Issued	9	40	18	
Inspections	16	74	28	
Nuisances Abated by City (Grass)(Mosquito)	0	0	0	
Nuisance Signs (Garage sales-12, lost dogs 6 )	18	105	32	
Board Of Adjustment cases	0	5	0	

OVILLA ANIMAL CONTROL  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Dennis Burn

Subject: **Animal Control Monthly Report**

Calls For Service	April 2016	April 2016 YTD	APR 2015	
Complaint (Regist-12 At Large-7 Bark 4)	23	185	43	
Followups	28	142	52	
Door Notice (Registered-15, Bark - 1)	16	98	32	
Impounded Animal (Dog 6)	6	21	3	
Animal Welfare Check	4	27	11	
Impound Results (Returned-4, Transported-2)	6	22	5	
Impound fee collected	\$210.00	\$720.00	35	
Court( )	\$0.00	\$266.00	266	
Citizen Contacts	23	144	23	
Registration Tags Issued \$348	29	95	23	
Registration Reminder Mailed	22	90	18	
Nuisance Letters Mailed- 3 Barking	3	17	1	
Animals released ( )	0	0	0	
Deceased Removed	26	81	16	
Oak Leaf (2 dogs )	2	8	1	
Traps Checked Out	4	20	0	



To: Honorable Mayor and Council Members  
From: Mike Dooly, Community Services  
Subject: Monthly and Y-T-D Building permits

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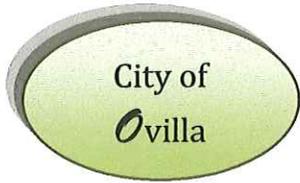
Activity Report:

**I. Building permits issued beginning of FY 2015-2016:**

**Total Homes = 9 and Total Other 172**

(Other: plumbing, flatwork, fences, mechanical, swimming pools, etc.)

- April 2016 – New home construction: 2/ Other: 21
- March 2016 – New home construction: 2 / Other: 24 (9 are sign permits)
- February 2016 – New home construction: 1 / Other: 36 (10 are sign permits)
- January 2016 – New home construction: 0 / Other: 29
- December 2015 – New home construction: 3 / Other: 15
- November 2015 - New home construction: 0 / Other: 27
- October 2015 – New home construction: 1 / Other: 20



## CONSENT ITEMS C1 - C12

Meeting Date: May 09, 2016

Department: Administration/Finance/Police

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

### Attachments:

- C1. March 2016 Financial Transactions over \$5,000
- C2. Committed Fund Balance for quarter ending March 31, 2016
- C3. Quarterly Investment Report
- C4. Minutes of the Council Briefing Session and Regular Meeting of April 11, 2016.
- C5. Minutes of the Special Council Meeting of April 19, 2016.
- C6. Contract with Old Castle ([Approved Budget Amendment](#))
- C7. Contract with Birch Communications ([Approved Budget Amendment](#))
- C8. Contract with Fuquay ([Approved Budget Amendment](#))
- C9. Contract with SRRG Interlocal ([Approved Budget Amendment](#))
- C10. Ordinance 2016-10, ATMOS settlement
- C11. Resolution R2016-02, ONCOR procedural schedule
- C12. Cooperative Purchasing Program with Tarrant County

### Discussion / Justification:

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

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



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DATE: May 09, 2016

TO: Honorable Mayor and Council Members

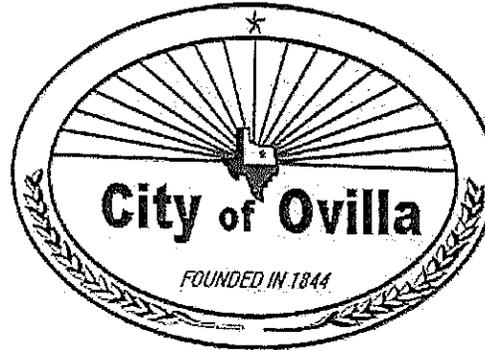
FROM:  
Linda Harding, Accountant

SUBJECT: Transactions Over \$5,000 For March 2016

**City of Ovilla Expenditures Over \$5,000  
for the Month of MARCH 2016**

Date	Check#	General Fund Payee	Description	Amount
4/4/2016	44917	Larry Moore Concrete	50/50 Sidewalk Program	\$5,512.00
4/5/2016	44931	T.M.R.S.	Retirement	\$12,947.21
4/7/2016	ACH	Quick Books Payroll Service	Payroll	\$40,864.70
4/8/2016	44920	US Treasury	Payroll Taxes	\$7,564.06
4/8/2016	44931	State Comptroller	State Criminal Cost & Fees	\$24,794.77
4/15/2016	44951	Progressive Waste Solutions of TX, Inc.	Solid Waste	\$18,343.00
4/15/2016	44957	TML	Quarterly Ins. Payment	\$13,358.03
4/15/2016	44940	City of Midlothian	Dispatch/ Emergency	\$30,414.75
4/15/2016	44939	Bureau Veritas North America	Inspections	\$9,577.95
4/21/2016	ACH	Quick Books Payroll Service	Payroll	\$42,863.32
4/22/2016	44774	US Treasury	Payroll Taxes	\$7,447.28
4/29/2016	45002	Blue Cross Blue Shield of Texas	Health Insurance	\$9,338.42
<b>Total General Fund Transactions \$5,000 and Over</b>				<b>\$223,025.49</b>

Date	Check#	Water & Sewer Fund Payee	Description	Amount
4/8/2016	16237	City of Ovilla General Fund	Solid Waste	\$17,543.44
4/8/2016	16256	City of Ovilla General Fund	Payroll	\$11,305.24
4/15/2016	16257	City of Ovilla General Fund	Due to General Fund	\$68,985.96
4/15/2016	16248	City of Midlothian	Dispatch	\$6,225.00
4/22/2016	16260	City of Dallas	Water	\$18,240.42
4/22/2016	16262	Trinity River Authority	Sewer	\$22,567.00
4/22/2016	16262	City of Ovilla General Fund	Payroll	\$11,731.31
<b>Total Water &amp; Sewer Fund Transactions \$5,000 and Over</b>				<b>\$156,598.37</b>



DATE: May 09, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Committed Fund Balance Report as of March 31, 2016

**City of Ovilla  
Committed Fund Balance Report  
for General Fund  
as of MARCH 31 2016**

Description	Account Number	GENERAL FUND 2015-2016 Budget Amount
Total General Fund 2015-2016 Budget		3,019,023
<b>CAPITAL ASSETS and RESERVE ACCOUNTS:</b>		
Machinery and Equipment	5106440	(2,000)
Audio and Visual Equipment	5106470	0
Reserve for Contengency	5109001	(61,212)
Machinery and Equipment	5206440	(2,000)
Personal Protective Equipment	5206445	(2,000)
Capital Outlay - Vehicles	5206450	(40,000)
Machinery and Equipment	5306440	(10,300)
Personal Protective Equipment	5306445	(20,247)
Machinery and Equipment	5406440	(1,000)
Machinery and Equipment	5506440	(2,500)
Personal Protective Equipment	5506445	(300)
Machinery and Equipment	5507440	(6,000)
Machinery and Equipment	5606440	(500)
Machinery and Equipment	5607440	(1,000)
Total 2015-2016 Budget Less Capital Assets and Reserve		2,869,964
<b>Resolution Number 2013-002</b>		<b>25%</b>
<b>REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND</b>		<b>\$ 717,491.00</b>

<b>ALL BANK ACCOUNT BALANCES AS OF 3/31/2016</b>		
Prosperity Bank (Operationing Acct 9437)	1012500	\$ 2,001,772.90
Prosperity Money Market (Acct #9307605)	1012520	\$ 229,733.27
Texstar Reserves ( Acct.#07017-1112)	1012525	\$ 3,731.14
TexStar Money Market (Acct 1112)	1011525	\$ 930.14
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 127,745.41
Prosperity CD (Acct. #670010694)	1012260	\$ 245,710.64
Prosperity Bank CD (Acct. #670010608)	1012290	\$ 55,833.05
<b>ALL BANK ACCOUNTS Total Unassigned Fund Balance in General Fund</b>		<b>\$ 2,665,456.55</b>
<b>REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND</b>		<b>\$ 717,491.00</b>
<b>Excess in Unassigned Fund Balance in ALL ACCOUNTS</b>		<b>\$ 1,947,965.55</b>
SALE OF ASSET: FIRE RESCUE PUMP AND TANK \$91,000, LESS BROKER FEE OF \$6,370 AND POSTAGE FEE OF \$7.10		
		<b>\$ (84,622.90)</b>
<b>Funds Available (Unrestricted Fund Balance)</b>		<b>\$ 1,863,342.65</b>



DATE: May 09, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Investment Report for Quarter Ending March 31, 2016  
Fiscal Year 2015-2016

City of Ovilla  
Investment Report  
For Quarter Ending March 31, 2015

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 9-30-2015	Activity During Quarter	Ending Market Value 12/31/2015	Book Value 12/31/2015	Difference		
GENERAL FUND															
GF	Prosperity Bank	Operating	General	6602109437	1012500	N/A	N/A	0.3500%	\$ 1,710,625.15	Interest Earned	\$ 1,676.36				
										Net Deposit	\$ 1,081,413.90				
										Net Withdrawals	\$ 791,942.51				
										Ending Balance	\$ 2,001,772.90	\$ 2,001,772.90	\$ 0.00		
GF	Texstar Investment		Pool	701711110	1012525	N/A	N/A	0.1868%	\$ 3,728.26	Interest Earned	\$ 2.88				
										Withdrawal	\$ -				
										Ending Balance	\$ 3,731.14	\$ 3,731.14	\$ 0.00		
GF	Prosperity Bank		Money Market	9307605	1012520	3/2/11	N/A	0.2000%	\$ 229,619.07	Interest Earned	\$ 114.20				
										Withdrawal	\$ -				
										Ending Balance	\$ 229,733.27	\$ 229,733.27	\$ 0.00		
GF	Texstar Investment		Pool	701711120	1011525	N/A	N/A	0.1868%	\$ 929.32	Interest Earned	\$ 0.82	\$ 930.14	\$ 930.14	\$ 0.00	
GF	Prosperity Bank		Money Market	9307583	1012250	N/A	N/A	0.2000%	\$ 127,681.90	Interest Earned	\$ 63.51				
			\$240,000 Moved to Citizens National Bank On 8/18/11									Net Deposit	\$ -		
										Net Withdrawals	\$ -				
										Ending Balance	\$ 127,745.41	\$ 127,745.41	\$ 0.00		
GF	Prosperity Bank		CD	670010694	1012260	2/25/14	2/25/15	0.0350%	\$ 245,494.42	Interest Earned	\$ 216.22				
			2/25/14 Transferred 243997.77 to Prosperity Bank account 670010694									Net Deposit	\$ -		
										Net Withdrawals	\$ -				
										Ending Balance	\$ 245,710.64	\$ 245,710.64	\$ 0.00		
GF	Prosperity Bank		CD	670010608	1012290	10/17/12	10/17/13	0.3000%	\$ 55,790.88	Interest Earned	\$ 42.17	\$ 55,833.05	\$ 55,833.05	\$ 0.00	
GF	Prosperity Bank			216188662	1012295	6/25/15	n/a	0.3500%	\$ 196,736.95	Interest Earned	\$ 171.26	\$ 196,908.21	\$ 196,908.21	\$ 0.00	
Total General Fund										Total General Fund Balance	\$ 2,862,364.76	\$ 2,862,364.76	\$ 0.00		
DEBT SERVICE															
Debt	Prosperity Bank	Savings Account	Sinking Fund	6606020291	1010000	N/A	N/A	0.2000%	\$ 377,783.45	Interest Earned	\$ 193.97				
										Deposits	\$ 139,517.86				
										Deductions	\$ 101,823.58				
										Ending Balance	\$ 415,671.70	\$ 415,671.70	\$ 0.00		
Water & Sewer Utility Fund															
W&S	Prosperity Bank	Operating	Utility	6602109445	1021500	N/A	N/A	0.3500%	\$ 692,908.44	Interest Earned	\$ 621.84				
										Net Deposit	\$ 303,779.85				
										Net Withdrawals	\$ 314,963.04				
											\$ 682,347.09	\$ 682,347.09	\$ 0.00		

City of Ovilla  
Investment Report  
For Quarter Ending March 31, 2015

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 9-30-2015	Activity During Quarter	Ending Market Value 12/31/2015	Book Value 12/31/2015	Difference
W&S	Texstar Investment		Pool	701705350	1021525	N/A	N/A	0.1868%	\$ 1,145.41	Interest Earned \$ 0.89 Net Deposit \$ - Withdrawals \$ - Ending Balance	\$1,146.30	\$1,146.30	\$0.00
W&S	Prosperity Bank		Utility	4547531	1021800	N/A	N/A	0.3400%	\$ 138.66	Interest Earned \$ 0.12 Net Deposit \$ - Net Withdrawals \$ -	\$138.78	\$138.78	\$0.00
W&S	Prosperity Bank		Money Mkt.	18004323	1020500	N/A	N/A	0.2000%	\$ 188,513.77	Interest Earned \$ 93.75 Net Deposit \$ - Net Withdrawals \$ -	\$ 188,607.52	\$188,607.52	\$0.00
Total W&S Utility Fund										Total W&S Fund	\$872,239.69	\$872,239.69	\$0.00
CAPITAL PROJECTS													
Construction Funds													
CP	Texpool Investment		Pool	78761 11878	1023000	N/A	N/A	0.0000%	\$ 308.16	Interest Earned \$ - Deposits \$ - Withdrawals \$ - Ending Balance	\$308.16	\$308.16	\$0.00
CP	Texstar Investment		Pool	701705340	1023500	N/A	N/A	0.1868%	\$ 1,396.24	Interest Earned \$ 0.99 Deposits \$ - Withdrawals \$ - Ending Balance	\$1,397.23	\$1,397.23	\$0.00
CP	Prosperity Bank		Money Market	9307648	1024000	N/A	N/A	0.2000%	\$130,119.25	Interest Earned \$ 64.71 Deposits \$ - Withdrawals \$ - Ending Balance	\$130,183.96	\$130,183.96	\$0.00
Total Capital Projects											\$131,889.35	\$131,889.35	\$0.00
W&S IMPACT FEE													
W&S Impact	Prosperity Bank		Water Impact	6604032322	8510100	N/A	N/A	0.2500%	\$ 74,525.31	Interest Earned \$ 45.83 Net Deposit \$ - Net Withdrawals \$ - Ending Balance	\$ 74,571.14	\$74,571.14	\$0.00
W&S Impact	Texstar Investment		Sewer Impact	701713540	8520155	N/A	N/A	0.1868%	\$ 3,154.79	Interest Earned \$ 2.49 Net Deposits \$ - Net Withdrawals \$ - Ending Balance	\$3,157.28	\$3,157.28	\$0.00
W&S Impact	Prosperity Bank		Sewer Impact	301668699	8520160	N/A	N/A	0.2500%	\$16,221.82	Interest Earned \$ 9.98 Net Deposit \$ - Net Withdrawals \$ - Ending Balance	\$16,231.80	\$16,231.80	\$0.00
Total W&S Impact Fund											\$93,960.22	\$93,960.22	\$0.00

City of Ovilla  
Investment Report  
For Quarter Ending March 31, 2015

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 9-30-2015	Activity During Quarter	Ending Market Value 12/31/2015	Book Value 12/31/2015	Difference
PARK IMPROVEMENT													
Park	Prosperity Bank		Money Market	9307613	1010200	3/16/11	N/A	0.2500%	\$ 62,918.17	Interest Earned \$ 38.69 Deposits \$ - Withdrawals \$ - Ending Balance	\$62,956.86	\$62,956.86	\$0.00
Total Park Improvement Fund											\$62,956.86	\$62,956.86	\$0.00
Ovilla 4B EDC													
4B EDC	Prosperity Bank	Operating		4553691	1012500	N/A	N/A	0.3500%	\$ 473,811.40	Interest Earned \$ 410.96 Net Deposit \$ - Net Withdrawals \$ - Ending Balance	\$ 474,222.36	\$474,222.36	\$0.00
Municipal Development District													
MDD	Prosperity Bank	Operating		6457451	1012501	N/A	N/A	0.3500%	\$ 132,806.56	Interest Earned \$ 121.04 Net Deposit \$ 10,964.65 Net Withdrawals \$ - Ending Balance	\$143,892.25	\$143,892.25	\$0.00
Police Dept. Special Fund													
Police Special	Prosperity Bank	Operating		11039792	1001010	N/A	N/A	0.0000%	\$ 170.00	Interest Earned \$ - Net Deposit \$ - Net Withdrawals \$ - Ending Balance	\$170.00	\$170.00	\$0.00
Fire Dept. Auxiliary Fund													
Fire Auxil.	Prosperity Bank	Operating		11003909	1010000	N/A	N/A	0.0000%	\$ 50.00	Interest Earned \$ - Net Deposit \$ 1,000.00 Net Withdrawals \$ - Ending Balance	\$1,050.00	\$1,050.00	\$0.00
Employee Benefit Trust													
Empl. Bene Trust	Prosperity Bank	Operating		215058777	1025000	9/15/14	N/A	0.3400%	\$ 96.21	Interest Earned \$ 1.63 Net Deposit \$ 45,025.31 Net Withdrawals \$ 45,109.73 Ending Balance	\$13.42	\$13.42	\$0.00
Total Investments											\$5,058,430.61	\$5,058,430.61	\$0.00
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													
Dennis M. Bum, City Manager													



# CITY OF OVILLA MINUTES

**Monday, April 11, 2016**

**City Council Briefing Session**

**105 S. Cockrell Hill Road, Ovilla, TX 75154**

---

Mayor Dormier called the Council Briefing Session of the Ovilla City Council to order at 6:00 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

---

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Council Member, Place 3
Doug Hunt	Mayor Pro Tem, Place 4
Dean Oberg	Council Member, Place 5

Mayor Dormier announced present Council members, thus constituting a quorum. Various department directors and staff were also present. Staff presented Council with future agenda items and pending items still under staff review.

## **CALL TO ORDER**

### **CONDUCT A BRIEFING SESSION to review and discuss agenda items on the 6:30 p.m. regular meeting.**

City Manager Dennis Burn and Council reviewed each item on the 6:30 p.m. regular agenda sharing questions. Mayor Dormier advised that the owner of the property of 1906 Bear Creek Road requested to withdraw the public hearing for rezoning on Case PZ16-01 and the item listed on the regular agenda referencing that property, therefore the public hearing and item would not be addressed.

### **CONDUCT A BRIEFING SESSION to review and discuss future agenda items.**

Mr. Burn briefly reviewed each pending item.

1. *Midlothian Independent School District – Final Plat Approval*
2. *Golden Chicken – Final Plat, Specific Use permit and Site Plan Approval*
3. *Bryson Manor Phase 2 – Preliminary Plat Approval*
4. *Hidden Valley Estates – Preliminary Plat Approval*
5. *Comprehensive Land Use Plan Public Hearing and Approval*
6. *TX State Comptroller Leadership Circle Transparency Application*
7. *Update on street sign upgrades and replacements– State requirement*
8. *Board and Commission Appointments*
9. *Oaths and Statements of new and returning Council Members*

## **ADJOURNMENT**

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:18 p.m.

ATTEST:

\_\_\_\_\_  
Pamela Woodall, City Secretary

\_\_\_\_\_  
Richard A. Dormier, Mayor

**Approved May 09, 2016**

# CITY OF OVILLA MINUTES

**Monday, April 11, 2016**  
**Regular City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

---

Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:30 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

---

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Council Member, Place 3
Doug Hunt	Mayor Pro Tem, Place 4
Dean Oberg	Council Member, Place 5

Mayor Dormier announced present Council members, thus constituting a quorum. City Manager Dennis Burn, various department directors and staff were also present.

PL3 Griffin gave the Invocation and P1 Huber led the recitation of the Pledge of Allegiance.

## **COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS**

Mayor Dormier read aloud two proclamations: Motorcycle Awareness and Telecommunicator Week, taking photos with all representatives.

### **• Citizen Comments**

Three individuals signed up to speak. Two asked to speak when the specific agenda item was addressed.

1. Mr. Louis Grinage asked for Council's help in directing City staff to assist in maintaining the Brookwood entrance esthetic look. Mr. Grinage stated he had volunteered to maintain the sign and area on his own for many years and asked that the City work crew share in the effort.

- Police Department Police Chief B. Windham
  - Monthly Report – noted a correction on the report to remove a burglary.
  - Advised that the Red Oak Police Department had loaned Ovilla their speed trailer.
- Fire Department Fire Chief B. Kennedy
  - Monthly Report – noted an increase in ESD #2 calls for service.
- Public Works Public Works Director B. Piland
  - Monthly Report – advised Council that he had a staff employee that kept a log of all maintenance performed on City vehicles.
- Finance Department Accountant L. Harding
  - February 2016 Financials were reviewed.
- Administration City Manager D. Burn
  - City Manager Reports
    - Activity Reports
    - Updated Council on the March 29, 2016 Comprehensive Land Use Plan Review Committee meeting.
    - Monthly Board Activity
  - Monthly Municipal Court Report City Secretary P. Woodall
  - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
    - Permits – reviewed.

**CONSENT AGENDA**

- C1. February 2016 Financial Transactions over \$5,000
- C2. Minutes of the Council Briefing Session and Regular Meeting of March 14, 2016.

PL2 Stevenson moved to approve the consent items as presented, seconded by Mayor Pro Tem Hunt.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 5-0.**

**PUBLIC HEARINGS**

Mayor Dormier announced that Case PZ16-01 was withdrawn by the request of the owner. No Public Hearing or consideration would occur on this particular case. NO PUBLIC HEARING, NOT ADDRESSED.

Case PZ16-01 Receive presentation and citizen comments on a request for change in zoning from "I" Industrial to "R-15" Single Family Residential, on 19.34-acre tract of land out of the H. M. Rawlins Survey, Abstract 1202, Dallas County, Texas, more commonly known as 1906 Bear Creek Road.

- a. **Presentation** of request for change in zoning filed by Mr. Kelly Pollard of Endeavor Wall Homes LLC, authorized agent for Mr. James D. Finley, owner of said property.
- b. **PUBLIC HEARING** to receive comments from the public regarding the request.

Mayor Dormier read aloud Case PZ16-02 and received a brief presentation from City Manager Dennis Burn as no representatives were present.

Case PZ16-02 Receive presentation and citizen comments on a request for change in zoning from RE, Single Family Residential District, 1- acre minimum to CG, General Commercial on a 0.6236 acre tract of land more or less, located in the John R. Billingsley Survey Abstract No. 80, Ellis County, Texas and being general located north of Shiloh Road and west of Bryson Lane in the city limits of the City of Ovilla.

- a. **Presentation** of Request for change in zoning filed by MJ Thomas Engineering, authorized representative for Mr. Massey Shaw, owner of said property.

Mayor Dormier opened the Public Hearing at 7:17 p.m.

- b. **PUBLIC HEARING** to receive comments from the public regarding the request.

There were no speakers in favor or in opposition of the rezoning in Case PZ16-02.

Mayor Dormier closed the Public Hearing at 7:18 p.m.

Mayor Dormier read aloud Case PZ16-02 and received a brief presentation from City Manager Dennis Burn as no representatives were present.

Case ANNEX 2016-01 Receive presentation and citizen comments on a request to Annex approximately 0.7184 acre tract of land in the William Billingsley Survey, Abstract 81, Ellis County, Texas, as uninhabited property on the northwest corner of Shiloh Road and Bryson Lane, adjacent to the Ovilla City limits. (2<sup>nd</sup> Public Hearing scheduled on Tuesday, April 19 at 6:30 p.m.)

- a. **Presentation** of Request to annex said property, filed by Mr. Todd Hemphill, Midlothian Independent School District, Board President, authorized representative for the Midlothian Independent School District.

Mayor Dormier opened the Public Hearing at 7:19 p.m.

- b. **PUBLIC HEARING** to receive comments from the public regarding the request.

There were no speakers in favor or in opposition of the Case ANNEX 2016-01.

Mayor Dormier closed the Public Hearing at 7:20 p.m.

**REGULAR AGENDA**

- ITEM 1. DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act upon a zoning classification change from Industrial to R-15 Single Family

Richard Dormier, Mayor  
Rachel Huber, Place One  
Larry Stevenson, Place Two

2

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

Residential, on a 19.34-acre tract of land out of the H. M. Rawlins Survey, Abstract No. 1202, Dallas County, Texas, more commonly known as 1906 Bear Creek Road.

**Case PZ16-01 withdrawn by request of owner.**

**No Discussion, no action.**

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on ORDINANCE 2016-06 providing for the amendment to the Zoning Ordinance of the City of Ovilla, Texas, that being Ordinance 2013-013, as heretofore amended, providing a zoning classification change from Industrial to R-15 Single Family Residential on land specifically described herein located within Abstract No. 1202, Page 5977 of the Deed Records of Dallas County and providing an immediate effect. (Commonly known as 1906 Bear Creek Road).

**Case PZ16-01 withdrawn by request of owner.**

**No Discussion, no action.**

**ITEM 3. DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and take action on a zoning classification change from RE, Single Family Residential District, 1-acre minimum to CG, General Commercial on a 0.6236 acre tract of land more or less, located in the John R. Billingsley Survey Abstract No. 80, Ellis County, Texas and being generally located north of Shiloh Road and west of Bryson Lane in the City limits of the City of Ovilla.

City Manager Dennis Burn shared basic information on this property:

**OWNER(S):** Massey Shaw (Plans for sale of said property with MISD are underway)

**ENGINEERING FIRM:** Thomas Engineering, LLC

**DATE FILED WITH CITY:** March 16, 2016

**LOCATION:** North of Shiloh Road and West of Bryson Lane

**ACRES:** 0.6236-acre tract of land

**CURRENT ZONING:** RE – 1-acre Single Family Residential

**PROPOSED ZONING:** General Commercial

**PROPOSED LAND USE:** Elementary School

**NOTIFICATIONS:** Legal notice in newspaper and abutting property owners

**COMPREHENSIVE PLAN:** This property is listed as residential.

Mr. Todd Hemphill, Board President with the MISD (having authorization to apply) and Mr. Mickey Thomas, P.E. from Thomas Engineering, LLC, both representatives, filed the request for a zoning classification change on this orphaned piece, from “RE” to General Commercial, to coincide with the original 13.998 acre zoning classification change approved by Council in February 2015 for the purpose of the new elementary school under construction.

The Planning and Zoning Commission held the first public hearing for this zoning classification change during their regular meeting on April 04, 2016. Letters were mailed to adjoining property owners as well as the required legal publication. Staff received no responses in favor or opposition. This was more of a formality to complete the CG zoning for the MISD.

PL2 Stevenson moved that Council approve a zoning classification change from RE, Single Family Residential District, 1-acre minimum to CG, General Commercial on a 0.6236 acre tract of land more or less, located in the John R. Billingsley Survey Abstract No. 80, Ellis County, Texas and being generally located north of Shiloh Road and west of Bryson Lane in the City limits of the City of Ovilla, seconded by PL1 Huber.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 5-0.**

**ITEM 4.**      **DISCUSSION/ACTION** – Consideration of and action on ORDINANCE 2016-07, providing for an amendment to the Zoning Ordinance of the City of Ovilla, Texas, that being Ordinance 2010.013, as heretofore amended; providing a zoning classification change from RE Single Family Residential District 1-acre minimum to CG General Commercial on a 0.6236 acre area of land described herein located within the John R. Billingsley Survey, Abstract No. 80, of the official public records of Ellis County; and providing for immediate effect.

This Ordinance provides for the zoning classification change and amendment to the Zoning Ordinance and Map referencing Item 3.

PL2 Stevenson moved that Council approve Ordinance 2016-07, providing for an amendment to the Zoning Ordinance of the City of Ovilla, Texas, that being Ordinance 2010.013, as heretofore amended; providing a zoning classification change from RE Single Family Residential District 1-acre minimum to CG General Commercial on a 0.6236 acre area of land described herein located within the John R. Billingsley Survey, Abstract No. 80, of the official public records of Ellis County; and providing for immediate effect, seconded by Mayor Pro Tem Hunt.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 5-0.**

**ITEM 5.**      **DISCUSSION/ACTION** – Consideration of and Action on ORDINANCE 2016-08 of the City of Ovilla, Texas, amending Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Ovilla Code of Ordinances; establishing speed limits for vehicles upon the certain named streets within the City of Ovilla; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

City Manager Dennis Burn explained that there were several streets in Ovilla that had a 20-mph speed limit posted, which state law does not allow - minimum posting allowed is 25 mph. The ordinance would correct those inaccurate postings to 25-mph. Additionally, several other streets in Ovilla are posted at a 25-mph speed limit, yet not listed as that by ordinance. The presented ordinance, prepared by the city attorney would make all necessary corrections.

Mayor Pro Tem Hunt moved that Council approve Ordinance 2016-08, of the City of Ovilla, Texas, amending Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Ovilla Code of Ordinances; establishing speed limits for vehicles upon the certain named streets within the City of Ovilla; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication. PL2 Stevenson seconded the motion, but asked for continued discussion and understanding. PL1 Huber asked for clarification on the ordinance language and numbering, whether this was a complete replacement or just an addition to the current ordinance.

*PL1, PL2, PL3 and PL5 opposed, no abstentions.*

**VOTE: The motion to approve failed: 1-4.**

The consensus of the Council was for the City Manager to review the ordinance with the city attorney and return with clarification.

**Mayor Dormier called for a three-minute break at 8:45 p.m.**

**Mayor Dormier called the meeting back into session at 8:48 p.m.**

**ITEM 6.**      **DISCUSSION/ACTION** – Consideration of and action on the update and status of repairs to park facilities.

Staff presented a report of playground repairs and replacements at three of the City parks: Cindy Jones, Silver Spur and Ashburne Glen. PL5 Oberg gave a presentation specifically addressing Cindy Jones Park, complete with photos, measurements and samples of soil. This presentation identified certain issues the Public Works Department had failed to address. Mayor Pro Tem Hunt added that the picnic tables were in poor condition. State guidelines were discussed and PL5 Oberg distributed a document from the National Recreation and Park Association. The consensus of the Council was to issue staff a directive, removing any unsafe equipment and set a plan of action for the refurbishment of Cindy Jones Park. Additionally, prepare a planned maintenance program for all parks.

**No Action.**

**Mayor Dormier moved the order of the Agenda addressing the remaining Items in the following order: Item 9, Item 8, Item 10, Item 11, (Item 12 was not applicable) and last to address was Item 7.**

**ITEM 9. DISCUSSION/ACTION** – Discuss information needed from the Park Board to include recommendations for improvements to the City parks for the Fiscal Year 2016-2017 Budget.

The consensus of the Council was to ensure that the Park Board make evaluations of all City parks and report needed improvements and recommendations for the annual fiscal year budget and future needs.

**No Action.**

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on the appointments to the Heritage Day Committee and planning of the event.

Chairperson of the Park Board, Brian Treadaway was present and addressed Council, stating the Park Board was excited to partake in events and recognized the extent of planning that goes into Heritage Day. He assured the Council that speaking on behalf of the Park Board, the Board was available and eager to do anything Council deemed necessary. It was acknowledged that Mayor Pro Tem Hunt had proven to be instrumental in acquiring sponsorships and piloting the organization of committee meetings. Police Secretary Ashley Thompson has been a valuable asset with the booth assignments, letters to vendors and helping with the website set up. The Public Works Department and Code Officer Mike Dooly are also vital participants with the initial outside construction of the stage, marking booth areas, yard maintenance, complete set-up of the entire area (bleachers, tables, decorations) and total disassembly. Council agreed that it would benefit the organization of the event to appoint two members from the Park Board to the Heritage Day Committee.

PL2 Stevenson moved that Council appoint Mayor Pro Tem Hunt as the coordinator for 2016 Heritage Day event with the appointments of additional committee members from the Park Board, seconded by PL1 Huber.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 5-0.**

**ITEM 10. DISCUSSION/ACTION** – Consideration of and action to grant the City Manager authorization to execute a Roof Replacement Contract for the Municipal Building not to exceed the budgeted amount.

Staff prepared a Request for Proposals (RFP) document for the roof replacement of the municipal building. Texas Municipal League (TML) had already received claim notice from staff and assessed the damage to the roof and ceiling resulting from heavy rains and years of weather related damage. The RFP was published in the Waxahachie Daily Light, placed on the City website and was also sent to each of the City registered roof contractors. Upon review of the RFP, PL5 questioned why a required weight of the felt was not listed on the RFP. Council also questioned the warranty of the shingles and that a requirement of 20-year or 30-year shingle

warranty should be included. (30-year was recommended) Staff agreed to review those essential requirements and prepare an addendum.

Mayor Pro Tem Hunt moved that Council approve the City Manager's authorization to execute a Roof Replacement Contract for the Municipal Building not to exceed the budgeted amount, seconded by PL3 Griffin.  
*No oppositions, no abstentions.*

***VOTE: The motion to approve carried unanimously: 5-0.***

**ITEM 11.      *Discussion*** – Deliberate the necessity of conducting a Briefing Session before each Council meeting.

Mayor Dormier allowed MS Carol Lynch to address Council. She requested that if the Council Briefing Session is discontinued/eliminated, to please remain with the 6:30 p.m. time schedule to begin the Regular meetings.

Council deliberated the necessity to continue with Briefing Sessions and asked for clarity of state law regarding the legal extent of discussion that can occur during a Briefing Session. Staff was directed to confirm with legal counsel that the Briefing Session is for questions and clarification of agenda items and/or future agenda items (listed) but absolutely no deliberation on those listed items could occur. Certain members of the Council questioned if the purpose of the Briefing Session was actually occurring. Council's consensus was to reflect over this and directed staff to return to the next meeting with this same item, listed as an action item.

***Discussion only, no action.***

**ITEM 12.      *DISCUSSION/ACTION*** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

**Not applicable/NO ACTION.**

**Mayor Dormier called for a five-minute break at 8:43 p.m.**

**Mayor Dormier called the meeting back to order at 8:48 p.m.**

**ITEM 7.      *DISCUSSION/ACTION*** – Consideration of and action on ORDINANCE 2016-09 of the City of Ovilla, TX, amending the Fiscal Year 2015-2016 Annual Budget and Program of Services in accordance with the Mid-Year Budget Review and Amendment as part of the formal budget process.

The annual mid-year review of revenues and expenses was completed and presented by staff for the current fiscal year as well as a review of estimated amounts for the remainder of the fiscal year. Budget amendments were prepared based on the mid-year review. Those amendments included line-item adjustments to the General Fund, Water & Sewer Fund, 4B Economic Development Corporation, Fire Auxiliary, Police Auxiliary, Park Impact Fund, and Water and Sewer Impact Fund. Staff presented the amendment with a highlighted summary list of impacted line items from every department. The most significant increase to the budget was in the Street Department for the refurbishment of Cockrell Hill Road, to include ditch work. Discussion ensued whether or not to add funds to cover the cost of Storm Water Pollution Prevention (SWPPP) and revegetation. (It was later determined the SWPPP was not applicable to the maintenance of roadways) One lift station and manhole(s) rehabilitation were also highlighted in the amendment. Additional budget increases discussed were:

1. Upgrades to the technology for all departments and especially the replacement of a CRIMES server for the police department was identified.
2. Council discussed the police administration replacement vehicle in the budget and asked for additional justification including a maintenance and replacement program for that department.

- 3. The Economic Development Corporation Board (EDC) showed an increase for the purchase and placement of public restrooms in Heritage Park, however, it was stated that the EDC had yet to approve and recommend their portion of the budget to Council.

Council’s consensus was to direct staff to review and revise certain areas and return with a revised budget amendment (also noting that necessary percentage corrections needed to be made) to the upcoming Special Council meeting scheduled on Tuesday, April 19, 2016.

**No Action.**

**EXECUTIVE SESSION**

NONE

**REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS**

- 1. PL1 Huber                      Confirmed plat submittals coming in the future
- 2. PL2 Stevenson              None
- 3. PL3 Griffin                  None
- 4. Mayor Pro Tem Hunt      None
- 5. PL5 Oberg                    Consider assigning an employee to obtain 3A agricultural license
- 6. Mayor                         Park Fee calculations and study for future updates
- 7. City Manager                Reminder of the Tuesday April 19 Special meeting.

**ADJOURNMENT**

PL5 Oberg moved to adjourn the April 11, 2016 Council Meeting, seconded by Mayor Pro Tem Hunt. There being no further business, Mayor Dormier adjourned the meeting at 9:59 p.m.

ATTEST:

\_\_\_\_\_  
Pamela Woodall, City Secretary

\_\_\_\_\_  
Richard A. Dormier, Mayor

*Approved May 09, 2016*

Attachment: Citizen Comments

# CITY OF OVILLA MINUTES

*Monday, April 19, 2016*

*Special City Council Meeting*

*105 S. Cockrell Hill Road, Ovilla, TX 75154*

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Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:30 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

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The following City Council Members were present:

	Rachel Huber	Council Member, Place 1
	Larry Stevenson	Council Member, Place 2
	David Griffin	Council Member, Place 3
Absent	Doug Hunt	Mayor Pro Tem, Place 4
	Dean Oberg	Council Member, Place 5

Mayor Dormier announced present Council members, thus constituting a quorum. City Manager Dennis Burn, various department directors and staff were also present.

Mayor Dormier gave the Invocation and led the recitation of the Pledge of Allegiance.

## **COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS**

### **Citizen Comments**

None

### **Presentations**

None

### **Reports**

None

## **PUBLIC HEARING**

Mayor Dormier read aloud the annexation case, advising there would be No Action on this item.

Case ANNEX 2016-01 Receive presentation and citizen comments on a request to Annex approximately 0.7184 acre tract of land in the William Billingsley Survey, Abstract 81, Ellis County, Texas, as uninhabited property on the northwest corner of Shiloh Road and Bryson Lane, adjacent to the Ovilla City limits. (This is the second Public Hearing, 1<sup>st</sup> held on April 11 at 6:30 p.m.)

- a. Presentation** of Request to annex said property, filed by Mr. Todd Hemphill, Midlothian Independent School District, Board President, authorized representative for the Midlothian Independent School District.

City Manager Dennis Burn gave a brief summary.

- b. PUBLIC HEARING** to receive comments from the public regarding the request.

Mayor Dormier opened the public hearing at 6:33 p.m.

There were no speakers in favor or opposition of the annexation.

Mayor Dormier closed the public hearing at 6:34 p.m.

## **REGULAR AGENDA**

- ITEM 1. DISCUSSION/ACTION** – Consideration of and action on ORDINANCE 2016-09 of the City of Ovilla, TX, amending the Fiscal Year 2015-2016 Annual Budget and Program of Services in accordance with the Mid-Year Budget Review and Amendment as part of the formal budget process.

City Manager Dennis Burn shared a revised budget amendment with Council noting the following revisions:

1. \$5,000 was added for the revegetation of Cockrell Hill Road
2. \$2,500 was added for a contractor to prep and lay a pad for the restrooms under the Economic Development Corporation Board.
3. Park funds were confirmed for equipment replacement and maintenance. Staff advised that Ovilla went by state guidelines when referring to park maintenance advising Council that there were differing responsibilities between the cities and schools. The Texas Municipal League supplied the City with a Public Playground Safety Handbook to use as reference.
4. Budget percentages were corrected.

Mr. Burn also distributed an up-to-date committed fund balance report.

City Accountant Linda Harding confirmed when questioned about police vehicles, that the Municipal Services Advisory Committee (MSAC) made recommendation to Council at the beginning of last year's budget workshops to include two police vehicles. Police Chief Windham distributed a departmental vehicle maintenance and replacement program and was commended for his diligent work and clear understanding of his proposed plans for vehicles in the Police Department that included a purchase replacement of an administrative vehicle. The current in-service administrative vehicle is in poor condition and on the schedule for replacement.

PL3 Griffin moved to approve ORDINANCE 2016-09 of the City of Ovilla, TX, amending the Fiscal Year 2015-2016 Annual Budget and Program of Services in accordance with the Mid-Year Budget Review and Amendment as part of the formal budget process, seconded by PL2 Stevenson.

*No oppositions, no abstentions.*

***VOTE: The motion to approve carried unanimously: 3-0.***

**EXECUTIVE SESSION**

NONE

**ADJOURNMENT**

PL2 Stevenson moved to adjourn the April 19, 2016 Special Council Meeting, seconded by PL1 Huber. There being no further business, Mayor Dormier adjourned the meeting at 7:15 p.m.

ATTEST:

\_\_\_\_\_  
Pamela Woodall, City Secretary

\_\_\_\_\_  
Richard A. Dormier, Mayor

*Approved May 09, 2016*

Attachment: Mid-Year Budget Amendment

05.9.2016

## Consent Item 6 – Old Castle Proposal

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC  
Linda Harding, Finance  
Department

Re  
Old Castle Contract

### Comments:

#### BACKGROUND AND JUSTIFICATION:

Attached to this agenda item is a proposal from Oldcastle Pavement Solutions for paving improvements for Cockrell Hill Road/West Main Street from the bridge west of the intersection of FM 664 and West Main Street to the Ellis/Dallas County line. The approximate length of the improvements is 1.50 miles (7,920 linear feet) and the approximate average road width is 24 feet. These dimensions provide a total area of approximately 21,500 square yards.

Oldcastle Pavement Solutions is proposing: (1) reclaim existing pavement, (2) apply cement slurry to the reclaimed pavement and (3) install a 2" HMAC overlay. This construction method is what was utilized for the street improvements recently completed in the Ovilla Oaks Subdivision.

The price for 21,500 square yards at \$21.00 per square yards is \$451,500.00. This is the same dollar amount approved in the FY 2015-2016 Budget Amendment.

Oldcastle will provide a two year warranty, all required traffic control and all testing (through an independent testing lab). This work would be performed based on our Interlocal Agreement with Ellis County. The above pricing is valid through May 31, 2016.

#### STAFF RECOMMENDATION:

Staff is seeking Council's approval to allow the City Manager's execution of the proposal.

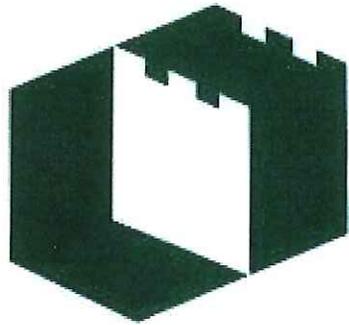
City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)





# **Oldcastle<sup>®</sup>** Pavement Solutions

**VALUE • INTEGRITY • SAFETY**

Oldcastle Pavement Solutions, LLC is a value-driven commercial and municipal pavement services company located in the Dallas/Fort Worth Metroplex. Our focus is increasing the value to our current and future lifetime customers by providing premium services; our people define who we are and what we stand for by our focus on safety, integrity and a work culture that meets you at the door.

12801 N. Central Expressway Suite 460 Dallas, TX 75243 Office: (972) 685-4863 Fax: (972) 685-4369



03/07/2016

## **Ellis County Annual Contract Change Order- City of Ovilla** **Cockrell Hill Road**

Dear Council Members,

Thank you selecting Oldcastle Pavement Solution as one of your valued partners. We are looking forward to working with you on your upcoming county project

With Oldcastle Pavement Solutions, not only do you get value added services thru our technology based bidding, you get our quality controlled products and white glove services.

- Technology Driven- Thru the use of ground penetrating radar and global mapping we can address your area with noninvasive measures, and provide you with accurate data and solutions.
- Quality Driven- Our white glove service insures you receive the best solution based process for your opportunity. With our Oldcastle family of companies we can streamline your bid processes in one stop.
- Control Driven- Oldcastle is the only provider who has the ability to control your asphalt material from design to installation. We provide the highest quality mix because of our quality people and quality controls measures.

Thank you again for the opportunity to partner with you and the County. We look forward to being your lifelong Pavement Solutions partner.

Best Regards,

Rachel Sackett





**Oldcastle<sup>®</sup>**  
Pavement Solutions

03/10/2016

**ITEMS:**

Item No	EST. QTY.	Cockerill Hill Road FM 664 – County Line	Unit Price	Amount
1	21,500 SY	Pulverize and Stabilize 24lbs. per SY and 2" Overlay	\$21.00	\$451,500.00

**Inclusions**

- Testing on all HMA
- All equipment, Labor and materials required to complete project
- All Traffic Control
- 24 Month Warranty

INITIAL: \_\_\_\_\_

**\*\*\* Quote valid for 30 days and subject to credit application \*\*\***

**\*\*Sales Tax not Included\*\***



**Oldcastle<sup>®</sup>**  
Pavement Solutions

12801 N. Central Expressway Suite 460 Dallas, TX 75243 Office: (972) 685-4863 Fax: (972) 685-4369



## OLDCASTLE PAVEMENT SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS – MATERIAL SALES

0. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “*Order*”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
1. **Payment.** Payment terms are net 15 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.
2. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
3. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
4. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
5. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.
6. **Warranty.** Seller warrants that the goods herein will conform to the specifications as agreed upon and alligator cracks, which are greater than a 2 ft by 2 ft area, shall be repaired at Seller’s expense. Fatigue cracking is not included in the definition of alligator cracks. This warranty does not cover color deterioration, pre-existing conditions, damages from intervening causes, misuse, or wear and tear from the elements or otherwise, nor work performed under adverse weather conditions. This warranty is VOID if Subcontractor has not been paid in full for its work. This warranty shall be for no longer than twenty-four (24) months from the time the Subcontractor’s work has been performed or the materials were provided. Buyer may not reject goods or materials unless they do not meet the project specifications. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
7. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
8. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
9. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.
10. **Damages.** Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
11. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys’ fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer’s breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller’s materials.
12. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller’s plant sourcing the Order.
13. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer’s specifications at Seller’s facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller’s costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller’s website. Buyer agrees to draw the attention of any persons handling or using the materials or having access to the materials while in Buyer’s possession or to whom Buyer sells the materials or any part thereof any warning, information or suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.
14. **MANDATORY BINDING ARBITRATION: ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER’S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.**

INITIAL: \_\_\_\_\_



**Oldcastle<sup>®</sup>**  
Pavement Solutions

03/07/2016

I have read and acknowledge the proposal including the inclusions and exclusions within this proposal and accept this quotation as an authorized signature for the above referenced:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Oldcastle<sup>®</sup>**  
Pavement Solutions

05.9.2016

## Consent Item 7 - Birch Contract

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC  
Linda Harding, Finance  
Department

Re  
Birch Communications

**Comments:**

**BACKGROUND AND JUSTIFICATION:**

The contract on the agenda is with Birch Communications (Birch). Birch has been providing to the City offices telephone and internet services since 2006. Birch's current internet speed that they provide is 3-mega bytes per second (Mbps) which is too slow for our needs. The new contract will provide us with 20 Mbps, which will increase our internet speed. Under this contract with Birch, they will continue to provide us with telephone service for our 15 landlines.

Our current contract with Birch is \$703.00 per month for 3-Mbps internet service and 15-land lines. Our new contract with Birch is \$1,059.00 per month for 20 Mbps internet service and the same 15 landlines. The funding is included in the FY 2015-2016 Budget Amendment approved by the City Council.

Our attorney has reviewed and approved the new contract.

**STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the City Manager's execution of the contract.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)





Birch Order Checklist

Sales to provide completed checklist and ALL checklist items with submitted order

Date Submitted:

4/8/2016

# CURRENT CUSTOMER ORDER

**Customer & Sales Rep Information**

Business Name: CITY OF OVILLA		Primary Contact Name: Dennis Burn	Primary Contact Number: 726177262
Sales ID #: 9735	Indirect Partner Name or Sales Rep Name: Ichraq al-baqi	SFDC Account ID:	SFDC Opportunity ID:

In the event of a collaboration deal, the sales ID MUST be the Agent ID. Otherwise, the agent will not get paid.

**Order Checklist**

**CURRENT CUSTOMER SALES**

Is the customer moving? YES  NO

If yes, please populate the address info:  
Current Address:

New Address:

What is the customer's current account number? (Must provide)  
719994

**What is the Customer:**

<p><b>Adding?</b> upgrading to 20 mbps Fiber</p>	<p><b>Deleting?</b> Remove the equipment fee.</p>
<p><b>Changing?</b> return voice to \$10</p>	<p><b>Moving?</b> No</p>

If the customer is adding NEW services they do not have today, do you have all the forms you need?

**This order contains:**

		New/Renewal
<b>BirchNetwork</b>		
BirchLink	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HME	<input type="checkbox"/>	<input type="checkbox"/>
BirchNet	<input type="checkbox"/>	<input type="checkbox"/>
MPLS	<input type="checkbox"/>	<input type="checkbox"/>
<b>BirchVoice</b>		
SIP/Analog/PRI	<input type="checkbox"/>	<input type="checkbox"/>
POTS	<input type="checkbox"/>	<input type="checkbox"/>
Mobile	<input type="checkbox"/>	<input type="checkbox"/>
<b>BirchCloud</b>		
Cloud Server (Virtual/Physical)	<input type="checkbox"/>	<input type="checkbox"/>
TotalCloud File Storage	<input type="checkbox"/>	<input type="checkbox"/>
HME	<input type="checkbox"/>	<input type="checkbox"/>
TotalCloud PBX	<input type="checkbox"/>	<input type="checkbox"/>
TotalCloud PBX - BYOD	<input type="checkbox"/>	<input type="checkbox"/>
<b>BirchIT Services</b>	<input type="checkbox"/>	<input type="checkbox"/>

**Do you have?**

BirchLink Supplement, TYNTD-Install, MSA, Activation Wkst
TotalCloud Supplement, MSA, Activation Wkst
BirchNet (DLS) Supplement, MSA, Activation Wkst
BirchLink Docs + TYNTD - MPLS
BirchLink Docs + TotalVoice Supplement, Activation Wkst & (if porting) LOA, TF Respong, Current Provider Bill
BirchNet (POTS) Supplement, MSA, Activation Wkst, & (if porting) LOA, TF Respong, Current Provider Bill
BirchMobile Supplement, MSA, Activation Wkst, & (if porting) LOA, Current Provider Bill
TotalCloud Supplement, MSA, Activation Wkst
TotalCloud Supplement, MSA, TCFS Build Sheet, Activation Wkst
TotalCloud Supplement, MSA, Activation Wkst
ICPBX Supplement, MSA, Activation Wkst & LOA, TF Respong, Current Provider Bill if applicable
All of ICPBX document above + BYOD Approval Form & BYOD Order Form
BirchIT Services Supplement, MSA, Activation Wkst

Promotion Certificates?   
Special Pricing Questionnaire?

Does the customer act as a shelter for victims of domestic violence?  Yes  
(YES: Ops should contact Legal Dep)

**Sales Rep Comments:**


**Customer Comments:**




Thank you for choosing Birch!  
We are excited to have you as a customer and providing you...  
Communications. Connectively. Commitment

This contract is prepared for:  
**CITY OF OVILLA**

Monthly Recurring Fee Summary:

BirchNetwork:	\$899.00
Birch Voice:	\$150.00
BirchCloud:	\$10.00
BirchIT:	\$0.00
TCPBX Handsets PayPlan:	\$0.00
TCPBX Handsets Rental:	\$0.00

One Time Fee Summary:

BirchNetwork:	\$0.00
Birch Voice:	\$0.00
BirchCloud:	\$0.00
BirchIT:	\$0.00
TCPBX Handsets:	\$0.00

**GRAND TOTAL FOR MONTHLY FEES\*:**

\$1,059.00

**GRAND TOTAL FOR ONE TIME FEES\*:**

\$0.00

*\*does not include local/state/federal taxes or fees*

Thank you for your business!  
Ichraq al-baaj  
Sales ID #  
720-215-3048

Customer Initials

Confidential Proprietary Information



New Birch Customer? Y  N  Acct #: 719994 Sales Rep: Ichraq Al-baqj

<b>Customer Information</b>	
Business Name:	Business Address:
CITY OF OVILLA	105 S. COCKRELL HILL
Primary Contact Name:	Suite:
Dennis Burn	2
Billing Contact Name:	City:
	OVILLA
Technical Contact Name:	State:
	tx
Decision Maker Name:	Zip Code:
	75154
Email:	Phone Number:
Mike@technologybeyond.com	726177262
	Title:

**BirchNetwork:**

<b>BirchLink</b>		<b>BirchNet</b>	
(all BirchLink service Includes 1 or 5 IP Addresses & 30 basic email accounts)		(all BirchNet services Includes up to 1 IP Addresses & 10 basic email accounts)	
*Contract Term: 3 Year		Service is not being Ordered	
BirchLink Amount*: 20 Mbps	DFL20	USOC	BirchNet Amount*:
BirchLink Price: \$899.00	ATT-TIER2	B-ID	BirchNet Price:
Included Static IP 1			
<b>BirchLink Features</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>
VPN Remote User (5):	\$20.00		\$0.00
MPLS:	\$75.00	<input type="checkbox"/>	\$0.00
VPN Off Net:	\$50.00		\$0.00
Add'l IP Addresses:	none		\$0.00
<b>BirchNet Features</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>
Add'l IP Addresses:	none		\$0.00

SE Initials:  
Internal Use Only

<b>BirchMail</b>			
Basic Email (Block of 5):	\$5.00	\$0.00 (ea. box is 50MB)	Add'l 50MB of Storage: \$28.00 \$0.00
Add'l 10MB of Storage:	\$9.00	\$0.00	Add'l 100MB of Storage: \$48.00 \$0.00
Add'l 25MB of Storage:	\$18.00	\$0.00	HME Complete Box: \$10.00 \$0.00

<b>BirchVoice:</b>							
(these are digital lines that should not be used for emergency phone lines. These are dependent on power and data connection). Calling Features, a single listing in directory, 5,000 Inclusive LD & TF minutes are Included.							
PRI/SIP/Analog:							
BIRCHLINK CONNECTION REQUIRED							
<b>Interface</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>	<b>Interface</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>
SIP Call Capacities*:	\$10.00		\$0.00	PRI Channels*:	\$10.00		\$0.00 (includes 20 DIDs)
Analog Lines:	\$10.00	15	\$150.00	Voice Only PRI:	\$0.00	<input type="checkbox"/>	\$0.00 (requires PRI 23 Channels)

\*requires minimum of 4  
A minimum of 1.5Mbps is required to support up to 23 PRI channels, or 24 SIP capacities, or 24 analog lines. Please note that additional bandwidth will need to be ordered for internet browsing consumption if the max voice capacity is being met. For integrated T1s (voice & data) the max lines/channel/capacities allowed is 15.

<b>Features</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>	<b>Feature</b>	<b>Price</b>	<b>Qty</b>	<b>Total</b>
Toll Free Numbers:	\$5.00		\$0.00	Voicemail:	\$9.95		\$0.00
Extended TNS:	\$10.00		\$0.00	Group Voicemail:	\$10.95		\$0.00
Add'l Directory Listing:			\$0.00	Unified Messaging:	\$10.00		\$0.00
Unlisted Directory Listing:		<input type="checkbox"/>	\$0.00	Block of 20 DIDs:	\$5.00		\$0.00
Non Published:		<input type="checkbox"/>	\$0.00	LD/TF Add'l 5000 Min Block:	\$150.00		\$0.00
Remote Call Forwarding:			\$0.00	Fax-to-Email:	\$5.00		\$0.00
RCF - Add'l Path:			\$0.00	SIP Trunk DID *requires minimum of 10:	\$0.50		\$0.00
RCF - Long Distance:			\$0.00	SIP LD Minute Package 1000:	\$25.00		\$0.00

Customer Initials:

4/8/2016

Quote is valid until the end of the calendar month based on date above  
Confidential and Proprietary Information



<b>Business Name:</b> CITY OF OVILLA	<b>Business Street Address:</b> 105 S. COCKRELL HILL	<b>Suite:</b> 2	<b>City:</b> OVILLA	<b>State:</b> TX	<b>Zip Code:</b> 75154
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**POTS Lines:** (these are dedicated copper phone lines not dependent on power. Best used for emergency lines.)

\*Contract Term: 3 Year

Price	Qty	Total	Inside Wire Maintenance:	\$6.95	\$0.00	(price per telephone line)
BirchNet Basic*:		\$0.00	Metro Services:	\$5.00	\$0.00	(where available)
BirchNet Value*:		\$0.00	Toll Free Number:	\$5.00	\$0.00	
BirchNet Essentials*:		\$0.00	Remote Call Forwarding:		\$0.00	
BirchNet Data Line*:		\$0.00	RCF - Add'l Path:		\$0.00	
VoiceMail:	\$9.95	\$0.00	RCF - Long Distance:		\$0.00	
VoiceMail Plus:	\$10.95	\$0.00				

**PRODUCT DESCRIPTIONS**

Caller ID with Name - Customer provides display unit. Not all PRI phone systems can be configured with Caller ID w/ Name.

Calling Features - The following are all included (depending availability) for all PRI/SIP/Analog/TotalCloud PBX products - three way calling, call return, auto redial, call tracing, call forwarding (all types), caller ID, call waiting, call hunting, speed calling, call blocking, call selector, & distinctive ring.

Extended Local Calling - Please go to www.birch.com for Extended Local Calling Maps.

Directory Assistance - Directory assistance is rated per call.

Inclusive Minutes - Includes Toll Free and Long Distance minutes.

Overage Charges - Overage for long distance minutes will be billed at rate of \$0.049 and Toll Free at \$0.069.

TIME Complete Box - includes 25G of storage, Outlook License (PC), mobile sync, and unified messaging.

Directory Listing - Each customer receives 1 complimentary single straight line listing in the white pages for the main listing. There is a charge for each additional listing. All customers receive 1 complimentary yellow page listing on the main listing ONLY.

\*Any primary and/or additional listings will only be listed in the Local Telephone Company directories. Birch provides only basic straight line listings in the white and yellow pages. Birch does not provide any graphical advertising listings in either the white or yellow pages.

\*The deadline for phone book updates varies by area according to the publishing schedule. If your order is placed after the deadline, your directory listing request may not appear in the next printed version. Directory assistance (411) is updated when your order is completed.

\*Please note: Qwest market customers will need to contact Dex publishing to add a YPH (Yellow Page Heading) to their yellow page listing and to add any additional listings they would like to have in the BirchNet Value - Unlimited Local calling, Long Distance available at \$0.06/minute, no calling features

BirchNet Basic - Unlimited Local & INTRA-lata calling, Long Distance available at \$0.049/minute and caller ID, call waiting, & call hunting are included upon request.

BirchNet Essentials - Unlimited Local, LD and INTRA-lata LD, 1500 LD minutes (\$0.049 overages), unlimited calling features

BirchNet Data - Unlimited Local calling, Long Distance available at \$0.049/minute, no calling features

**ONE TIME FEE DESCRIPTIONS**

BirchLink Install (T)	Customer is responsible for all electronic equipment that resides beyond the Point of Demarcation (IAD), including the costs of configuration, setup, maintenance, and troubleshooting for their PBXs, telephones, fax machines, firewall, computers, & wiring. Birch will install and activate IAD and remain on premise until Internet service is confirmed. Current Birch Customers will only pay install on upgrade circuits only.		
BirchLink Install	Professional Installation that includes delivery, setup, and testing of IAD. Customer is responsible for all electronic equipment that resides beyond the Point of Demarcation (IAD), including the costs of configuration, setup, maintenance, and troubleshooting for their PBXs, telephones, fax machines, firewall, computers, & wiring. Customer will be responsible for fiber special construction to the building or entering a building to the main point of entry (MPOE) as well as any service extensions (typically performed by riser management companies).	<input checked="" type="checkbox"/>	\$0.00
BirchNet Self Install	Customer is provided with a broadband modem to connect to the Internet. By agreeing to self-installation, the customer takes responsibility for any inside wiring necessary for the connect of the broadband modem.	<input type="checkbox"/>	\$0.00
BirchNet Professional Install	Professional Installation includes the configuration and set up of one computer connected to the Internet by a trained technician. Professional Installation also includes any inside phone wiring of provisioned line necessary for the establishment of the Broadband service. Professional Installation does not include connect of multiple PCs, connection to customer's router, or installation of computer wiring.	<input type="checkbox"/>	
MPLS Installation	Required for each location receiving the MPLS feature. Verified technicians will configure IP Addressing and quality of services, and testing.	<input type="checkbox"/>	
BirchNet Activation Fee	Required one time activation charge per line for BirchNet service. (non-refundable)		\$0.00
Cross Connect Fee	One time trip fee required for all POTS lines when converting from cable, VoIP, or T1. In some cases, it will be needed when going from POTS to POTS.	<input type="checkbox"/>	
Inside Wiring & Jack Install	Inside Wiring & Jack Install is an optional service that can be performed at the time of a new install with Birch. The first hour will be billed at a rate of \$175 and each additional 30 minutes will be billed at \$75/each. (Pricing for inside wiring & jack install is on time based work as stated in tariff. Customer can order as many jacks per telephone lines as needed. Customer will be required to sign off technician's start and end times for the time based charges. Billing is based on 1 hour and then 30 minute increments - no pro-rated time billing is allowed.) Note: If the customer has a telephone system, Birch cannot provide Inside	<input type="checkbox"/>	

Dennis Burn			
<b>Customer Name (Print)</b>	<b>Customer Signature</b>	<b>Title</b>	<b>Date</b>
<b>Birch Authorized Representative (print)</b>	<b>Birch Authorized Representative Signature</b>	<b>Title</b>	<b>Date</b>

4/8/2016

Quote is valid until the end of the calendar month based on date above  
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# Activation Worksheet



## BirchMobile Customers:

If you are porting numbers in from another carrier, we will need their name, your PIN/password, and copy of your most recent bill.

Current Carrier: \_\_\_\_\_ PIN/Password: \_\_\_\_\_

## BirchVoice - All

N/A - Current Directory Listing on file with Birch, no changes needed

### Directory Listing

Would like your information published? Y  N  Would you like your information listed? Y  N

List Phone Number: \_\_\_\_\_ Yellow page Heading: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Street Name: \_\_\_\_\_  
 Street Number: \_\_\_\_\_ Street Prefix: \_\_\_\_\_ Suite/Floor/Room #: \_\_\_\_\_  
(ex: N, E, SW) Additional \$5/month Charge Applies for Suite/Floor/Room Listing  
 Street Suffix: \_\_\_\_\_ Thoroughfar \_\_\_\_\_ City: \_\_\_\_\_  
(ex: N, E, SW) (ex: Rd, St, Blvd)

### Remote Call Forwarding

	Remote Call Forward #	# of Paths	RCF to Point to #:	Local RCF?	ID RCF?
1					
2					
3					
4					
5					

### Miscellaneous Information

#### Call Forwarding or Don't Answer Customers

Number to forward to: \_\_\_\_\_ Do you need remote access?  Y  N PIN #: \_\_\_\_\_

Do you need Account Codes? Y  N  If yes, attach a list of the phone numbers with the account codes.

## VoIP Customers

### Hunt Sequence

Hunt #1: \_\_\_\_\_ Hunt #6: \_\_\_\_\_  
 Hunt #2: \_\_\_\_\_ Hunt #7: \_\_\_\_\_  
 Hunt #3: \_\_\_\_\_ Hunt #8: \_\_\_\_\_  
 Hunt #4: \_\_\_\_\_ Hunt #9: \_\_\_\_\_  
 Hunt #5: \_\_\_\_\_ Hunt #10: \_\_\_\_\_

### PBX Details

PBX Manufacturer: \_\_\_\_\_ Do you own your firewall? Y  N   
 PBX Model: \_\_\_\_\_

Customer Initials



**Discontinued Products**



<b>Birch Account Number:</b> 71999A					
<b>Customer Information</b>					
<b>Business Name:</b>	<b>Business Street Address:</b>	<b>Suite:</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
CITY OF OVILLA	105 S. COCKRELL HILL	2	OVILLA	TX	0
<b>Primary Contact Name:</b>	<b>Email:</b>	<b>Phone Number:</b>		<b>Title:</b>	
Dennis Burn	Mike@technologybeyond.com	0		0	

The following products/services have been discontinued by Birch. However, we appreciate your loyalty to Birch, and because these are active services you're subscribing to today, we will continue these services for you at this time. In the event you cancel the services marketed below, these will not be eligible to added back onto your account. Again, thank you for your business!

	Price	QTY	Total		Price	QTY	Total
Webhosting	\$10.00	1	\$10.00	International VoIP	\$30.00		\$0.00
				Conference Calling (Audio only)			
Domain Name Hosting	\$10.00		\$0.00		\$30.00		\$0.00
				Conference Calling (Audio & Web)	\$50.00		\$0.00
Secure Desktop	\$5.00		\$0.00				
Secure Back Up (5G)	\$5.00		\$0.00	International Data Roaming	\$30.00		\$0.00
Add'l back up (1G)	\$1.00		\$0.00	HME Basic	\$0.50		\$0.00
VPN On-Net	\$50.00		\$0.00	Unlimited Toll Free (TCPBX)	\$0.00		\$0.00
Equipment Fee	\$50.00		\$0.00	Legacy Cbeyond DIDs (up to the amount customer utilizes through Birch today):			\$0.00

Dennis Burn			
<b>Customer Name (Print)</b>	<b>Customer Signature</b>	<b>Title</b>	<b>Date</b>

4/8/2016

Quote valid until the end of the calendar month based on the date above  
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## TotalVoice Supplement



This document (the "Supplement") is part of the Master Services Agreement ("MSA") between Birch and Customer and provides additional terms and conditions applicable to BirchVoice services ("Voice Services") that are offered to Customer when also purchasing BirchLink services ("BirchLink Services"). Voice Service is provided to Customer subject to the following terms, which are integral parts of the MSA in addition to the Terms of Service referred to in the MSA.

**1. Services Provided.** BirchLink Services support Internet access and data connectivity only. The following Voice Services can be added to any BirchLink circuit at an additional monthly charge:

Analog Voice Lines: An Analog Voice Line ("Analog Service") provides a single voice channel to support two-way voice traffic and fax transmissions. Analog service is sold and provisioned on a per line basis, where one analog line supports a single concurrent voice call.

Primary Rate ISDN: Primary Rate ISDN ("PRI Service") provides a single channel for signaling and up to 23 voice for voice traffic. Customer will receive 20 direct inward dial TNs for each PRI Service circuit subscribed to at no additional charge.

Session Initiation Protocol: Session Initiation Protocol ("SIP") is the use of voice over IP ("VoIP") to connect Customer's IP Private Branch Exchange ("IP PBX") to the Public Switched Telephone Network via the Internet. Birch's SIP paths ("SIP Service") provide concurrent virtual call paths using SIP sessions to Customer's IP PBX. Only TNs or Toll-Free TNs provided by Birch or ported to the Birch Network can be used in conjunction with SIP Service. SIP Service is not available to telemarketing firms, Internet Service Providers (ISPs) or call center operations. SIP Service is sold and provisioned on a per SIP path basis, where one SIP path can support a single concurrent voice call.

**2. Voice Features.** Voice Service includes the following standard Voice Features: local calling minutes (up to 5000 minutes per month for domestic long distance calls), one (1) directory listing, Call Return, Call Tracing, Repeat Dialing, Three-Way Calling, Hunting, Call Forwarding, Remote Access to Call Forwarding, Caller ID, Call Waiting, Call Block, and Accounting Codes (where available).

**3. Other Services.** The following Voice Service can be added to any BirchLink circuit at an additional monthly charge: additional minutes of usage for long distance or toll-free calling, toll-free numbers, voicemail, conference calling, additional directory listing, fax-to-email, and unified messaging.

**4. Data Requirements.** Voice Service requires 84kbps per concurrent call data connection of a BirchLink Service circuit when the connection is provisioned on T1 or bonded T1 facility. Voice Services require 100kbps/per concurrent call data connection of a BirchLink Service circuit when the connection is provisioned on an Ethernet or fiber facility.

**5. Installation.** BirchLink Service must be installed at Customer's Physical Address prior to installation of Voice Service. Prior to installation of SIP Service, Customer's IP PBX equipment must be first verified as a Birch Certified IP PBX.

**6. Buyer's Remorse.** Customer may terminate this Supplement within five (5) days of the Signature Date without incurring an early termination charge by notifying Birch Customer Service in writing. If Customer terminates this Supplement after such period and prior to circuit delivery, or if a circuit is not purchased, prior to installation of Services, Customer agrees to pay to Birch: (1) an early termination charge of six (6) times the monthly recurring charges associated with the Services, (2) any special construction costs, and (3) any costs incurred by Birch as a result of cancelling the Service, including any commitments made and amounts paid to third parties. If Customer terminates this Supplement after the installation of Services, the charges specified in Section 2 of the BirchLink Supplement shall apply.

**7. Resale of Services.** In addition to your other responsibilities under this contract, you agree that you and anyone using the Services will not resell the Services to any third party.

### SERVICE LEVEL AGREEMENT (SLA)

#### BirchVoice Service

This Service Level Agreement ("SLA") sets forth the service standards applicable to BirchVoice services ("Service"). Terms in this SLA are an integral part of the MSA executed between Birch and Customer.

#### General Terms

**1) Standards.** Birch will use commercially reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

**2) Service Affecting Events.** For the purpose of this provision, the phrase Service Affecting Event ("SAE") shall mean a change in Service resulting in the inability of Customer to use the Service due to Birch equipment

## TotalVoice Supplement

malfunction or Birch personnel errors, for a continuous period of more than sixty (60) minutes. A SAE does not include, and no allowance shall be given, for Service difficulties such as slow dial tone, circuits busy, or other

Customer Initials
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network and/or switching capacity shortages. Nor shall the allowance apply where Service is affected by the negligence or willful act of Customer or where Birch, pursuant to the terms of the MSA, suspends or terminates Service for Customer nonpayment, unlawful or improper use of the facilities or Service, or any other reason specified in the MSA. No allowance shall be made for outages due to electric power failure where Customer is responsible for providing electric power.

**3) Credit for Service Affecting Event.** An SAE begins when Customer reports the Service to be unusable through the opening of a trouble ticket and makes Service available for testing and repair. If Customer reports a Service outage, but declines to make it available for testing and repair, it is considered to be "In service." Credits attributable to any billing period for SAEs shall not exceed the total MRCs for that period when the Service furnished by Birch is rendered inoperable or substantially affected. The credits set forth in this SLA shall be Birch's sole liability and Customer's sole remedy in the event of any SAE. Under no circumstances shall a SAE be deemed a breach of the MSA.

- a) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring charges ("MRCs") for the affected Service and is dependent upon the length of the SAE. Only those locations that are affected by the Service outage will receive a credit.
- b) A credit allowance will be given for SAEs of sixty (60) minutes or more, upon written request of Customer provided to Birch Customer Support no later than ten (10) business days after the occurrence of the outage. Credit allowances will be calculated as follows:
  - No credit for a SAE of less than sixty (60) minutes.
  - 1 day of MRC for SAE of sixty (60) minutes or more but less than two (2) hours.
  - 2 days of MRC for SAE of two (2) hours or more but less than three (3) hours.
  - 3 days of MRC for SAE of three (3) hours or more but less than four (4) hours.
  - 5 days of MRC for SAE of four (4) hours or more but less than twelve (12) hours.
  - 10 days of MRC for SAE of twelve (12) hours or more but less than eighteen (18) hours.
  - 1 month of MRC for SAE of eighteen (18) hours or more but less than twenty-four (24) hours.

- 4) Limitations on Credit Allowances.** No credit allowance will be made for:
- a) SAEs arising from the acts or omissions of, or non-compliance with the provisions of the MSA or any schedule thereto, by Customer or any authorized user, or any SAEs due to any party other than Birch, or for events happening on any other party's network, including, but not limited to, Internet service providers or other common carriers connected to, or providing service connected to, the Service or to Birch's facilities;
  - b) SAEs due to the failure or malfunction of non-Birch equipment, including Service connected to Customer-provided electric power;
  - c) SAEs in which Birch is not given full and free access to Customer's location for the purpose of investigating and correcting SAEs;
  - d) SAEs during any scheduled maintenance period or when Customer has released Service to Birch for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
  - e) SAEs due to Force Majeure events (as defined in the MSA).

I, the above signed, acknowledge that I have read this entire document, and agree to the products and/or services as stated within. I further acknowledge

	Dennis Burn		
<b>Company Name:</b>	<b>Customer Name (Printed):</b>	<b>Customer Signature:</b>	<b>Date Signed:</b>



## Things You Need To Do

Below is a quick overview of your installation responsibilities. Please refer to the Installation Kit at [BIRCH.com/install](http://BIRCH.com/install) for more detailed requirements

### ORDER VERIFICATION

- Review Service Order Contract with Birch Service Coordinator and confirm that you have access to demarcation point on the circuit delivery date
- Whitelist Birch

### CIRCUIT DELIVERY

- Work with your Birch Service Coordinator to schedule Install and Activation dates. Arrange a site survey with your LAN and Phone vendors to determine if you will need equipment or infrastructure changes
- Accept your order and verify your services via BirchOnline Ensure your site preparation and equipment are ready
- Have a point of contact available to work with your Phone and LAN Vendor(s) so they can complete the Birch phone installation checklist sent to them by Birch

### INSTALL

- Provide access to your site for Installers (8a.m. – 5p.m)

### ACTIVATION

- You or your point of contact must be onsite during the cutover
- Work with your vendor(s) to configure any phones, PBX, browsers, routers, or desktops
- Confirm that all services are working before obtaining sign-off and releasing your vendors

### POST ACTIVATION

- Work with your vendor to configure your services for your employees during the cutover
- Add your vendor(s) as authorized contacts for your Birch account
- If you have mobile services, transfer your mobile numbers
- Cancel service with your previous providers
- Prepare to arrange Post-Activation visit
- Review your first bill sample on BirchOnline

You will receive a survey from Birch via email. We encourage you to participate as your response is valued and extremely important in helping us improve our customer experience.

## CUSTOMER ACKNOWLEDGEMENT

I understand my Installation responsibilities.

Name Dennis Burn

Signature \_\_\_\_\_

Date \_\_\_\_\_

If you are moving to a new location, please read the following items to keep your installation moving forward.

Important items to consider regarding installation of your broadband connection and porting of your numbers in regards to the Local Bell Carrier and your current provider:

A) To provide our services, the Local Bell Carrier first needs to install the broadband connection and install equipment at your Service Address. We will need your exact address in order to work with the broadband installers, that includes building or suite numbers. The Local Bell Carrier's Installation and dates of delivery are not guaranteed and may vary due to their need to upgrade their facilities feeding your service address. Certain size requirements may have to be met to complete the broadband installation up to and including certified ground wire, backboard to mount the broadband connection and conduit and pull string for the Bell Carrier to use during installation. Failure to have your site ready for the Local Bell Carrier may result in a delay of your installation. Please refer to your Service Coordinator for specific requirements that vary by market.

B) When transferring numbers from your current provider, obstacles may occur beyond Birch's control. To help prevent these obstacles and further billing, please ensure that all of your paperwork is completed with all numbers identified as to whether they should be ported, remain on your current carrier or disconnected. Birch is not responsible for any numbers omitted from the order or any additional billing by your current provider.



## BirchLink

This document (the "Supplement") is part of the Master Services Agreement ("MSA") between Birch and Customer and provides additional terms and conditions applicable to BirchLink service only (the "Service"). The Service is provided to Customer subject to the following terms, which are integral parts of the MSA in addition to the Terms of Service referred to in the MSA.

### GENERAL TERMS

- 1. Voice Services.** By using the Service, Customer authorizes Birch to place the Service identified on Birch's order forms under a term pricing arrangement at Customer's specified location(s) for the requested telephone number(s).
- 2. Early Termination.** If Customer disconnects Service, terminates the MSA, or Service is disconnected for nonpayment or other Customer breach prior to the end of the current term for any reason, Customer agrees to pay an early termination charge of fifty percent (50%) of the remaining months' monthly recurring charges in the term associated with the Service. In addition, Customer shall reimburse Birch for any discount previously provided or charges previously waived for the disconnected Service. Customer and Birch agree that the above early termination charge represents a reasonable calculation of Birch's damages in the event of early termination.
- 3. MPLS and Virtual Private Networks.** Customer may add Multiprotocol Label Switching service ("MPLS Service") or Virtual Private Network services ("VPN Services") to any BirchLink circuit at an additional monthly charge. MPLS Service provides connectivity between two or more Customer locations to support delivery and integration of Customer's voice and data applications. VPN Service provides connectivity between Customer locations that subscribe to BirchLink Service and Customer offices or users that are not located in Birch's service area or are not serviced by Birch.
- 4. Birch IP Addresses.** Birch will provide at least one (1) usable public IP address, and up to five (5) usable public IP addresses for use with the Service. Customer may subscribe to additional public IP addresses at an additional monthly charge, subject to approval by Birch.
- 5. Birch-Owned CPE.** All Customer Premises Equipment ("CPE") installed by Birch to provide Services to Customer shall remain the sole property of Birch, unless separately purchased by Customer in a separate written "Bill of Sale" agreement. Customer agrees to return all such CPE to Birch within ten (10) days of termination. Equipment returned after ten (10) days will not be credited toward Customer's account and Customer shall be responsible for full replacement costs. Customer agrees to be responsible for ensuring that no liens attach to Birch equipment, and must immediately cause any such liens to be removed at Customer's expense upon request. Customer will be responsible at all times for the proper installation, operation and maintenance of any equipment it provides that is used in connection with the Service. In addition, Customer is responsible for ensuring that all such equipment is technically and operationally compatible with the Service and in compliance with the Terms of Service referred to in the MSA.
- 6. Installation.** Prior to installation of Service, Birch will deliver a circuit to Customer's premises (hereinafter referred to as the "Circuit Delivery Date"). In the event that installation of the circuit is postponed less than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the date Service is installed. If installation of the Service is postponed more than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the twenty-first (21<sup>st</sup>) day from the Circuit Delivery Date. In the event that installation and turn-up of the Service is postponed for any time period due to Birch delays, billing will commence on the date the Service is installed.
  - 6.1** Standard installation for T1 and EFM access will be made to the Main Point of Entry ("MPOE"). CPE will be installed in Customer's equipment room. Extended wiring from the MPOE to the desired location of the CPE is Customer's responsibility.
  - 6.2** For Fiber access, Standard installation and wiring from the MPOE to the desired location of the CPE is included for charges up to \$2,000. If the technician deems the job to be beyond a standard installation during initial site survey, Birch will contact Customer for written approval of costs associated with extensive wiring and/or Dmarc extension before commencing work. Extensive wiring and/or Dmarc extension may include, but is not limited to, conduit installation, installation that requires drilling, renting of special equipment, time, materials, and travel.
- 7. Buyer's Remorse.** Customer may terminate this Supplement within five (5) days of the Signature Date without incurring an early termination charge by notifying Birch Customer Service in writing. If Customer terminates this Supplement after such period and prior to circuit delivery, or if a circuit is not purchased, prior to installation of Services, Customer agrees to pay to Birch: (1) an early termination charge of six (6) times the monthly recurring charges associated with the Services, (2) any special construction costs, and (3) any costs incurred by Birch as a result of cancelling the Service, including any commitments made and amounts paid to third parties. If Customer terminates this Supplement after the installation of Services, the charges specified in Section 2 above shall apply.
- 8. Acceptable Bandwidth Tolerance Policy.** All newly-installed circuits that are provisioned on Ethernet access will comply with Birch's Acceptable Bandwidth Tolerance ("ABT") policy. After a Birch circuit has been activated at Customer's premise, Customer may test its circuit to confirm that the Service supports the ABT bandwidth rates that are shown in the table below.



**BirchLink**

Subscribed Bandwidth (Mbps)	Acceptable Bandwidth Tolerance (Mbps)
4	3
6	5
8	7
10	9
Greater than 10	Equal to or Greater Than 90 Percent of the Subscribed Bandwidth

Customer Initials
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After Service is installed, Birch will continuously monitor available bandwidth to ensure that circuit bandwidth remains in compliance with the ABT policy. In the event that the available bandwidth on a circuit falls below the next level below the ABT level specified above for the subscribed bandwidth, Birch will take action to increase circuit bandwidth back to levels that comply with the ABT policy. If Customer provides a written report to Birch pursuant to the notice provisions of the MSA that the circuit is not in compliance with the ABT policy, Birch will have thirty (30) days to investigate and, if there is non-compliance, to correct the problem. Birch measures bandwidth by testing the bandwidth rate that is available from Birch's network hub to Birch's managed router that is located on Customer's premise at a given point in time. If Birch confirms non-compliance and is unable to correct it within the thirty (30) day period, then Customer may seek remedies as described in the BirchLinkService Level Agreement, Sections 4 and 5.

**9. Resale of Services.** Service is for Customer's use only. Service may not be resold or used by any third party.

**SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") sets forth the service standards applicable to the Service. Terms in this SLA are an integral part of the MSA executed between Birch and Customer.

**Service Quick Summary**

**Minimum Service Level**

Measure	Service Level Agreement
Network Availability	99.99%
Latency	Less than 55 milliseconds
Packet Loss	Less than 1%
Jitter	Less than 5 milliseconds

Service Affecting Event	Credit Allowance (pro-rated MRC)
Sixty (60) minutes or more but < two (2) hours	1 day
Two (2) hours or more but < three (3) hours	2 days
Three (3) hours or more but < four (4) hours	3 days
Four (4) hours or more but < twelve (12) hours	5 days
Twelve (12) hours or more but < eighteen (18) hours	10 days
Eighteen (18) hours or more but < twenty-four (24) hours	1 month

**General Terms**

- Standards.** Birch will use commercially reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.
- Performance Objectives.** Birch's all-IP network (the "Birch IP Network") offers Customer industry-leading network performance. Birch measures latency, packet loss and jitter in accordance with industry standards. Statistics for the above categories are collected from one Birch network element to another Birch network element and do not include the access circuit whether provided by Birch or another underlying carrier. This Performance Guarantee applies only to domestic Birch private networking services and covers only Services purchased directly from Birch. Latency, packet loss, and jitter performance objectives are listed in the table above (the "Performance Objectives") and apply only to the data services purchased from Birch. Each category is based on performance within a given calendar day and is measured in the following ways:



## BirchLink

- a) **Total Network availability = 99.99%**
- b) **Latency = Less than 55 milliseconds.** Measured between Birch's core network equipment by averaging five minute samples of one-way pings in a given calendar day.
- c) **Packet Loss = Less than 1%.** Measured between Birch's core network equipment by averaging five minute samples in a given calendar day.

Customer Initials
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d) **Jitter = Less than 5 milliseconds.** Measured using a daily measure of the Birch IP Network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Birch backbone network nodes.

3) **Service Affecting Events.** For the purpose of this provision, the phrase Service Affecting Event ("SAE") shall mean a change in Service resulting in the inability of Customer to use the Service due to Birch equipment malfunction or Birch personnel errors, for a continuous period of more than sixty (60) minutes. A SAE does not include, and no allowance shall be given, for Service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages. Nor shall the allowance apply where Service is affected by the negligence or willful act of Customer or where Birch, pursuant to the terms of the MSA, suspends or terminates Service for Customer nonpayment, unlawful or improper use of the facilities or Service, or any other reason specified in the MSA. No allowance shall be made for outages due to electric power failure where Customer is responsible for providing electric power.

4) **Credit for Service Affecting Event.** An SAE begins when Customer reports the Service (including the facility or circuit) to be unusable through the opening of a trouble ticket and makes Service available for testing and repair. This period ends when the Service, facility, or circuit is operational at the minimum service levels. If Customer reports a Service (including the facility or circuit) to be inoperative but declines to make it available for testing and repair, it is considered to be "in service".

a) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring charges ("MRCs") for the affected Service and is dependent upon the length of the SAE. Only those facilities on the affected portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the Service.

b) A credit allowance will be given for SAEs of sixty (60) minutes or more, upon written request of the Customer provided to Birch Customer

Support no later than ten (10) business days after the occurrence of the outage. Credit allowances will be calculated as follows:

- No credit for a SAE of less than sixty (60) minutes.
- 1 day of MRC for SAE of sixty (60) minutes or more but less than two (2) hours.
- 2 days of MRC for SAE of two (2) hours or more but less than three (3) hours.
- 3 days of MRC for SAE of three (3) hours or more but less than four (4) hours.
- 5 days of MRC for SAE of four (4) hours or more but less than twelve (12) hours.
- 10 days of MRC for SAE of twelve (12) hours or more but less than eighteen (18) hours.
- 1 month of MRC for SAE of eighteen (18) hours or more but less than twenty-four (24) hours.

5) **Maximum Credit.** Credits attributable to any billing period for SAEs shall not exceed the total MRCs for that period when the Service furnished by Birch is rendered inoperative or substantially affected. The credits set forth in this SLA shall be Birch's sole liability and Customer's sole remedy in the event of any SAE. Under no circumstances shall a SAE be deemed a breach of the MSA. In the event of disagreement, Birch's calculation of Performance Objectives shall be deemed final.

6) **Limitations on Credit Allowances.** No credit allowance will be made for:

a) SAEs arising from the acts or omissions of, or non-compliance with the provisions of the MSA or any schedule thereto, by Customer or any authorized user, or any SAEs due to any party other than Birch, or for events happening on any other party's network, including, but not limited to, Internet service providers or other common carriers connected to, or providing service connected to, the Service or to Birch's facilities;

b) SAEs due to the failure or malfunction of non-Birch equipment, including Service connected to Customer-provided electric power;

c) SAEs in which Birch is not given full and free access to its facilities and equipment for the purpose of investigating and



# BirchLink

correcting SAEs:

- d) SAEs during any scheduled maintenance period or when Customer has released Service to Birch for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- e) SAEs due to Force Majeure events (as defined in the MSA).

Customer Initials
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**7) Performance Guarantee.** If Birch fails to meet the Performance Objectives as specified above, Customer shall provide written notice specifying the deficiency and allow Birch thirty (30) days ("SLA Notice Period") to bring the deficient performance to industry standard ("SLA Cure"), or if not capable within such SLA Notice Period, make reasonable progress toward such SLA Cure during the SLA Notice Period. Notice under this section must reference the MSA and this SLA and be submitted to: Birch, ATTN: Director of Customer Service, 320 Interstate North Parkway SE, Atlanta, Georgia 30339. Should the Parties agree in writing that Birch failed to meet the SLA Cure or make progress toward such SLA Cure within the SLA Notice Period, Customer may terminate the affected Service for only the location(s) where Birch failed to meet the SLA Cure, and Customer shall be responsible for paying all accrued charges for any Service used by Customer through the date of termination.

I, the above signed, acknowledge that I have read this entire document, and agree to the products and/or services as stated within. I further acknowledge

	Dennis Burn		
<b>Company Name:</b>	<b>Customer Name (Printed):</b>	<b>Customer Signature:</b>	<b>Date Signed:</b>



# Master Services Agreement

Customer Name: \_\_\_\_\_ ("Customer")

Billing Address: \_\_\_\_\_

Thanks for choosing Birch! We will work hard to keep you happy with your service. As an added incentive we provide term plans that will reduce your monthly rates.

Terms and conditions specific to each service are contained in Service Supplements attached hereto. Customer may order any service covered by a corresponding Supplement, subject to market availability. As of the Effective Date, this Agreement includes the attached Service Supplements for the services ("Services").

### GENERAL TERMS

This Master Services Agreement ("MSA") applies to any Service ordered or provided hereunder on a term-commitment basis in accordance with data supplied by Customer as reflected on Birch service order forms ("Service Forms") and, for conversions from other carriers, a Letter of Agency ("LOA"). This MSA includes the General Terms and the corresponding Service Supplement(s). Services are provided by Birch Communications ("Birch").

1. **Services.** By signing below or otherwise using Services provided hereunder, the stated business, corporation, partnership, company, or sole proprietorship ("Customer") authorizes Birch to place Customer's services ordered on a term-commitment basis ("Services") under a term pricing arrangement at the location(s) and for the telephone line(s) described in the Service Forms and the LOA executed in conjunction with this MSA. Services are for the use of Customer's officers, directors, employees, agents, and affiliated entities only. Use of Services constitutes acceptance and agreement to the terms and conditions of the Terms of Service (as defined in Section 8) and this MSA. Customer understands Birch will use reasonable efforts: (a) to provide the Services by the date requested, (b) to prevent Service interruptions, and (c) to restore the Services when Service interruptions occur. Customer is responsible for all use of the Services, whether or not authorized by Customer.

2. **Force Majeure.** Services will be provided by Birch, subject to availability and conditions generally beyond the control of Birch, including, but not limited to, the type and condition of Customer's equipment and facilities; failures caused by connectivity or equipment at Customer's premises; fire; flood; war; strikes; cable cuts; acts of terrorism; explosions; loss of power; local access restrictions; acts of third parties, third party services or products; or acts of God, all commonly referred to as Force Majeure events. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Birch will use commercially reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Services without notice or compensation to Customer. Birch operates and maintains Services up to the demarcation point at the Customer premises only.

3. **Pricing.** Customer agrees to pay Birch's published per-line monthly recurring and non-recurring charges for Services ordered. Any charges set forth herein or in any proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees. Term pricing may not be combined with any other offer except as provided herein. No discount offered, if any, shall apply to taxes, surcharges, assessments, or other fees (including, but not limited to promotional credits, installation charges, nonrecurring charges, special construction or CPE charges, pass-through charges, access and port charges, taxes, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Any new Services added under the Account Number applicable to this MSA following the initial order will reflect Birch's tariffed or otherwise published rates that are in effect at the time the new Services are ordered. The new rates will only apply to newly-added Services unless Customer executes a new MSA for all Services. Birch reserves the right to adjust Customer pricing following delivery of notice to Customer as required by the applicable state public utility commission where Services are provided, or with thirty (30) days' notice, whichever is greater.

4. **Term.** Services will be provided for the term selected by Customer as specified in the Order Details ("Initial Term"). Term will commence upon installation of Services. At the end of the Initial Term, the term shall automatically renew for additional periods of twelve (12) months (each a "Renewal Term") at Customer's current terms and conditions effective at the time of renewal until Customer delivers written notice to terminate this Agreement to Birch not more than ninety (90) days and not less than thirty (30) days before the end of the initial Term or any Renewal Term. Such written notice shall be effective for ninety (90) days, provided, however, that if Customer has not ported its Services in their entirety to another carrier or otherwise disconnected its Services in their entirety within that ninety (90) day period, the written notice of termination shall no longer have any force or effect and this Agreement shall continue as if no such termination notice had ever been provided. If Birch elects to allow the term to expire, Birch will provide a notice of non-renewal to Customer prior to thirty (30) days before the end of the Initial Term or any Renewal Term. Notices of termination must be sent to Birch, c/o Customer Service Center, 140 Gateway Drive, Suite A, Macon, GA 31210, or Birch will send notice of non-renewal to Customer at its then-current billing address.

5. **Move or Transfer of Service.** If Customer relocates to another location in a Birch market where the same Services are available, Customer may move Services to the new location if the aggregate monthly recurring charges of the new Services equal or exceed the Services provided to Customer by Birch at the former location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Customer's rates may increase or decrease. Early termination fees will apply in the event Customer moves to a location not serviced by Birch or Customer ceases to do business. Services may not be transferred or resold, and this MSA may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.

Customer Initials



# Master Services Agreement

**6. Getting Started with Birch.** Once Birch schedules installation and agrees upon an installation time with Customer, Customer must be present with facilities available and fully accessible. If Birch's technician arrives at the location and Customer is not present or facilities are not available or accessible or Customer otherwise cancels or postpones installation without a 24-hour notice to Birch, Birch reserves the right to assess a "Customer Missed Call" trip charge of one hundred dollars (\$139) per missed site visit. Customer's first invoice from Birch will include a partial month of Service plus a full month of Service in advance. Customer's first invoice may contain charges for only a portion of the Services requested. It may take up to three (3) billing cycles until charges for all Services requested appear on the Invoice, as is industry standard. After the initial billing cycles, Customer's invoice will include charges for one month of Service for all requested Services, including any usage charges. Customer **should** receive a final invoice from its existing local, long distance, and/or data service provider(s) that Birch is replacing. Customer **will** be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable. Customer **may** have a refund coming from existing providers, so open all correspondence received. Birch will handle communication with Customer's existing provider(s) regarding Services to be converted to Birch; however, Customer is responsible for immediately advising Birch if its prior provider(s) continue to bill Customer for services following conversion to Birch. All Birch charges and savings quoted are **before** taxes, surcharges, assessments, or other fees are applied.

**7. Applicable Law.** This MSA is subject to applicable law and the review and approval of the regulatory agencies with jurisdiction over the location in which Services are furnished. In the event a governmental agency determines this MSA or any portion hereof violates any law, rule or regulation, Birch shall have the option of terminating this MSA without further obligation or revising this MSA to comply with such law, rule or regulation. If any portion of this MSA is determined to be invalid or unenforceable, the remainder of this MSA shall remain in full force and effect.

**8. Entire Agreement.** The LOA and this MSA, including any incorporated terms and rates, constitute the entire agreement of Birch and Customer for the provision of Services and shall be a binding contract between them. In the event of conflict, the terms in the applicable filed tariff(s) will control. This MSA hereby incorporates the tariffs, LOA, and the following website terms of service: (a) for Interstate interexchange Voice Services and for Voice Services provided within de-tariffed states, the terms of service posted at [www.birch.com/termsofservice](http://www.birch.com/termsofservice) shall apply; (b) for Facilities Services (BirchLink, BirchNet, BirchMobile, and BirchBreeze), the terms of service posted at [www.birch.com/termsofservice](http://www.birch.com/termsofservice) shall apply; and (c) for Internet Services (those Internet and data services that are not Facilities Services, including TotalCloud), the terms of service posted at [www.birch.com/termsofservice](http://www.birch.com/termsofservice) shall apply (collectively referred to as the "Terms of Service"). The Terms of Service, as such documents are updated from time to time, are an integral part of Birch's agreement with Customer. This Agreement supersedes all prior discussions and agreements, whether oral or written, regarding the subject matter herein. By signing below, the signer certifies that he or she is at least 18 years of age and authorized to execute this MSA on behalf of Customer for the Services requested. Customer agrees that a fax or photocopy of this MSA will have the same force and effect as an original signed agreement. THE REFERENCED "TERMS OF SERVICE" INCLUDE DISPUTE RESOLUTION PROCEDURES, WARRANTY DISCLAIMERS, AND LIABILITY LIMITATIONS, AMONG OTHER TERMS. BY SIGNING THIS AGREEMENT OR USING BIRCH SERVICES, CUSTOMER ACKNOWLEDGES IT HAS HAD AN OPPORTUNITY TO REVIEW THE TERMS REFERENCED HEREIN AND AGREES TO SUCH TERMS.

## Customer

## BIRCH

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Signature of Authorized Birch Representative

Dennis Burn

\_\_\_\_\_  
Printed Name of Authorized Customer Representative

\_\_\_\_\_  
Printed Name of Authorized Birch Representative

\_\_\_\_\_  
Title of Authorized Customer Representative

\_\_\_\_\_  
Title/ID# of Authorized Birch Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Accepted

05.9.2016

## Consent Item 8 - Fuquay Contract

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC  
Linda Harding, Finance  
Department

Re  
Fuquay, Inc.

**Comments:**

**BACKGROUND AND JUSTIFICATION:**

The contract with Fuquay, Inc. is a part of the Buy Board statewide bid process. Fuquay provided the best pricing for this work. The work includes the rehabilitation of four sanitary sewer manholes and one lift station. These four manholes and one lift station have serious Infiltration/Inflow (I/I) issues. The work should eliminate I/I issues. A map is included with this agenda item to show the location of the manholes and lift station.

The contract price is \$23,675.75 for the four manholes and \$10,759.00 for the one lift station for a total price of \$34,434.75. The funding for this project is included in the FY 2016-2016 Budget Amendment approved by the City Council.

**STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the City Manager's execution of the contract.

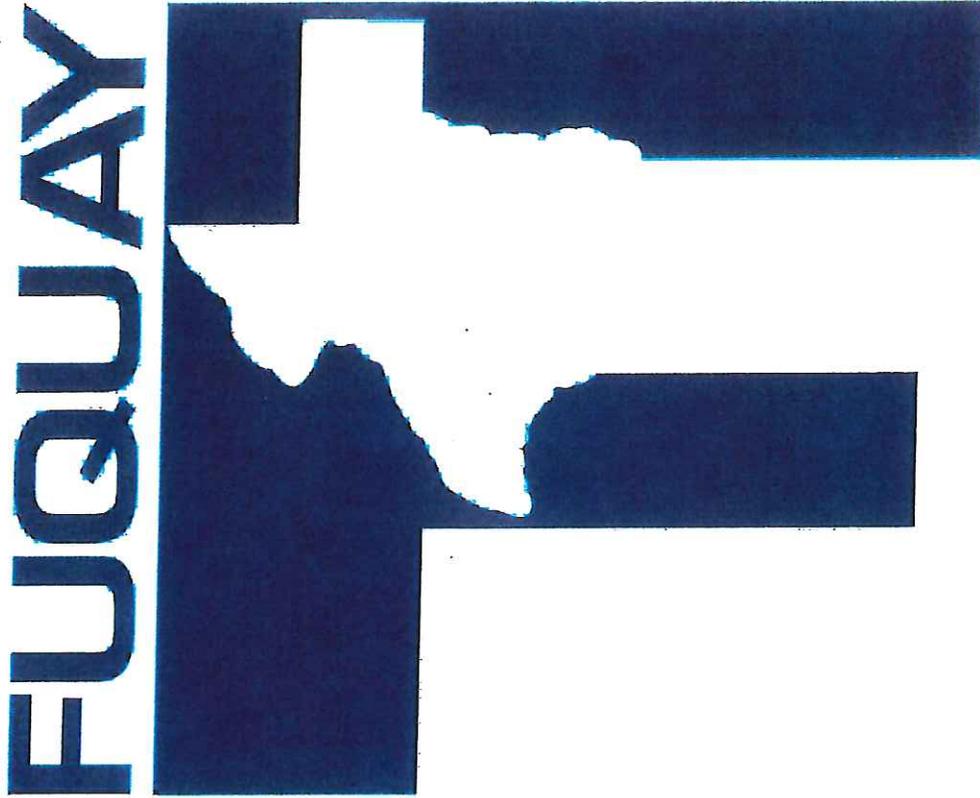
**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)





City of Ovilla  
Proposal Packet





FUQUAY, INC.

Certified WBE/DBE  
4961 Old Hwy 81, New Braunfels, TX 78132



Phone (830) 606-1882 Fax (830) 606-1885

# PROPOSAL

DATE: December 23, 2015  
PROJECT: CITY OF OVILLA LIFT STATION REHABILITATION PROJECT

Cured In Place Pipe & Pipeline Rehabilitation, Underground Asset Renewal,  
and Water Tank Asset Management #462-14

ITEM 17	Structure (Manhole) Rehabilitation and Corrosion Protection and Corrosion Protection and Additional Associated Items	Unit	Quantity	LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
				List Price	Total	7% Discount	Price	Total	Discount Price	Total
17103	Condition Standards and Repair Methods - Condition 3	SOFT	182	\$40.50	\$7,371.00					
17104	Inflow & Infiltration Repair - Injection of Chemical Grout Material	GAL	15	\$287.50	\$4,012.50	-\$18.73	\$248.78	\$3,731.53	\$225.00	\$3,375.00
17105	Inflow & Infiltration Repair - Injection of Chemical Grout Material-Labor & Equipment	HR	10	\$203.50	\$2,035.00	-\$14.25	\$189.25	\$1,892.55	\$75.00	\$750.00
17110	Structure Base Repair (any size)	SOFT	13	\$43.00	\$559.00	-\$3.01	\$39.99	\$519.87	\$10.00	\$100.00
17128	Travel and Mobilization-Manhole Rehabilitation Crew from New Braunfels, TX	MILE	225	\$12.00	\$2,700.00	-\$0.84	\$11.16	\$2,511.00	\$1.00	\$225.00
				TOTAL	\$16,677.50		TOTAL	\$15,510.00	TOTAL	\$10,759.00

### SPECIAL PROJECT NOTES

- ESTIMATED QUANTITIES INCLUDE COMPLETE REHABILITATION OF 1 LIFT STATION WITH SEVERE INFILTRATION ON THE WALL JUST ABOVE THE LOW FLOW LEVEL AFTER PUMPING THE LIFT STATION DOWN.
- INCLUDES REPAIRING THE AREA AT THE TOP OF THE LIFT STATION WHERE THE STEEL LID SITS/IS ATTACHED.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKERS COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

### EXCLUSIONS:

SALES TAX  
PERMITS, BURDENS, FEES  
WASTE HAUL-OFF  
SURVEYING  
SITE CLEARING  
PROVIDING AND/OR PERFORMING ANY TESTING

BARRICADES, SIGNS, TRAFFIC HANDLING  
INFILTRATION REPAIR  
DEWATERING  
ALL BYPASS PUMPING AND PIPE PLUGGING  
DOND, SALES TAX, AND OCP

### TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED.

FUQUAY, INC.

ACCEPTED BY:

COMPANY:

NAME:

TITLE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## PROPERTIES

<b>PU H100, uncured</b>			
Appearance		brown liquid	
Viscosity at 25°C	EN ISO 3219	± 160	mPas
Flash point	EN ISO 2719	>150	°C
Density	EN ISO 2811	± 1.06	kg/dm <sup>3</sup>

<b>PU H100 ACC, Accelerator for PU H100</b>			
Appearance		yellow liquid	
Viscosity at 25°C	EN ISO 3219	± 15	mPas
Flash point	EN ISO 2719	>150	°C
Density	EN ISO 2811	± 0.9	kg/dm <sup>3</sup>

<b>PU H100 + Accelerator cured</b>			
Compressive strength	EN 12190	>20	MPa
Tensile strength	EN 12190	>2	MPa
Flexural strength	EN 12190	>10	MPa
Density	EN ISO 1183	± 1	kg/dm <sup>3</sup>

## REACTION RATE

H100 ACC	5°C		15°C		25°C		Expansion
	Start	End	Start	End	Start	End	
2	55"	300"	42"	170"	35"	110"	15 V
6	35"	85"	32"	80"	25"	75"	17 V
10	25"	65"	22"	60"	18"	50"	18 V

## PACKAGING AND STORAGE

PU H100 is moisture sensitive and should be stored in a dry area between 5°C and 30°C.

Shelf life: 24 months in original packaging.

Once opened, containers should be used as soon as possible.

PU H100 is packaged in 1000 kg IBC containers, 200 kg steel drums, 20 kg and 5 kg metal cans.

PU H100 ACC is packaged in 20 kg metal cans, 2 kg and 0.5 kg bottles.

## SAFETY INSTRUCTIONS

Avoid contact with eyes and skin, always use personal protective equipment in compliance with local regulations.

Read the relevant safety data sheets before use. When in doubt contact Resiplast Technical Service.

*This information is provided in good faith, but without guarantee. The application, use and processing of the products are beyond our control and therefore entirely your responsibility. Should Resiplast N.V. nevertheless be held liable for any damage, such liability will be limited to the value of the goods delivered by us. We are committed to providing high-quality goods at all times.*

*This version supersedes all previous versions. Date: 15/12/2014*

TEST DESCRIPTION	Method	SprayWall®	SprayShield Green® I	SprayShield Green® II
Flexural Modulus	ASTM D790	>735,000 psi / 5,067.6 Mpa	Not Applicable	>75,000 psi / 517.1 Mpa
Long Term Flexural Modulus of Elasticity	ASTM D2990	529,000 psi / 3,647.3 Mpa	Not Applicable	Not Applicable
Tensile Strength, psi	ASTM D638	>7,450 psi / 51.4 Mpa	>2,780 psi / 19.2 Mpa	>2,900 psi / 20.0 Mpa
Elongation %	ASTM D638	<4%	115%	43%
Tear Strength, pli	ASTM D624	Not Applicable	580 pli / 102 Kn/m	593 pli / 104 Kn/m
Compressive Strength	ASTM D695	>18,000 psi / 124.1 Mpa	Not Applicable	Not Applicable
Water Permeation g/day/m <sup>2</sup>	ASTM E96	1.65	1.49	1.49
Abrasion, mg loss / 1,000 cycles	ASTM D4060	17.7 mg loss	53.0 mg loss	42.0 mg loss
Hardness, Shore D	ASTM D2240	85	62-68	62-68
Density, lbs./ft <sup>3</sup>	ASTM D792	87 lbs./ft <sup>3</sup> / 1,394 Kg/m <sup>3</sup>	67.5 lbs./ft <sup>3</sup> / 1,081 Kg/m <sup>3</sup>	67.5 lbs./ft <sup>3</sup> / 1,081 Kg/m <sup>3</sup>
Mannings "N" Factor	---	0.009	0.01	0.01
NSF	NSF 61	Yes	Yes	No
Biobased Content	ASTM D6866	Not Applicable	35%	34%

*All third party test results documents are available at [www.sprayroq.com](http://www.sprayroq.com)*

CHEMICAL	CONCENTRATION	RESULTS
Acetic Acid	5% - 40%	No Effect
Acetone		Not Recommended
Ammonium Hydroxide	5%	No Effect
Benzene		No Effect
Benzol Alcohol		Little Visible Effect   Samples Pitted
Benzoyl Chloride		Little Visible Effect
Brake Fluid		Little Visible Effect
Diesel Fuel		No Effect
Dimethyl Formamide		Not Recommended
D-Limonene		No Effect
Ethanol		Not Recommended
Ethylbenzene		No Effect
Ferric Chloride	1-4%	No Effect
Gasoline w/o Ethanol		No Effect
Hexane		No Effect
Hot Tub Water		No Effect   140° F with spikes up to 170° F
Hydraulic Oil		No Effect
Jet Fuel (Jet-A, JP-5, JP-8)		No Effect
Kerosene K1		No Effect
Methanol		Not Recommended
MethylEthylKetone(MEK)		Not Recommended
Mineral Spirits		No Effect
Motor Oil		Little Visible Effect
M-Pyrol (methyl pyrrolidone)		Not Recommended
Muriatic Acid	1% - 10%	No Effect
Nitric Acid	1%	No Effect
Perchlorethylene		No Effect
Sodium Hydroxide	5%	No Effect
Sodium Hypochlorite-Clorox	5%	Not Recommended
Styrene		No Effect
Sulfuric Acid	1% - 20%	No Effect
Tap Water		No Effect
Toluene		No Effect
Vinegar	5%	No Effect
Xylene		No Effect

important to note

## surface preparation

Proper surface preparation is the most important factor for the immediate and long-term successful performance of any polymer application. Sprayroq recommends that all surface preparation procedures follow standards set by both the National Association of Corrosion Engineers (NACE) and Society for Protective Coatings (SSPC).

Surfaces must be cleaned of all oils, greases, scale, deposits and other debris or contaminants using water or abrasive blasting methods. Water or foreign substance infiltration must be stopped and the substrate must be allotted the proper amount of time to thoroughly dry before any coatings are applied. There is no such thing as a tolerable amount of moisture when referring to the coating of structures with any kind of polymer. In some cases the substrate will need to obtain a certain profile before proceeding with the coating process.

Sprayroq also recommends that any contractor applying coatings have the proper training to be able to understand possible failures, trouble shooting techniques and proper application testing methods.

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

**100.1 Description**

This Item shall govern approved methods and materials for the coating and rehabilitation of deteriorated brick and concrete structures by spray-application of a monolithic 100% solids, rigid, ultra high-build, polyurethane lining system in combination with a high strength, fiber reinforced cementitious liner to eliminate infiltration, provide corrosion protection, repair voids and enhance structural integrity. These structures include, but are not limited to manholes, junction boxes, wet wells, lift stations and pump stations.

**100.2 Product and Manufacturer Qualification Requirements**

Since sewer products are intended to have a 50 year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long term track records will be allowed. At a minimum, products and installers must meet all of the following criteria to be deemed commercially acceptable:

- A. For a Product to be considered commercially acceptable, the product must have a minimum of two (2) million square feet and ten (10) year history of successful wastewater collection system installations in the United States. In addition, products must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner. No product will be allowed without Independent Third Party Testing verification.
- B. For an installing Contractor to be considered commercially acceptable, the installer must satisfy all insurance, financial and bonding requirements for the Owner. The Contractor must have a certification from the manufacturer as a licensed and fully trained installer of the product. The installer must also have a minimum of one (1) million square feet of successful wastewater collection system installations on underground concrete/masonry structures and ten (10) years of rehabilitation experience.

**100.3 References**

This specification references the American Society for Testing and Materials (ASTM) standards and specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

D-543	Test Methods for Resistance of Plastics to Chemical Reagents
D-638	Tensile Properties of Plastics
D-695	Compressive Properties of Rigid Plastics
D-790	Flexural Properties of Unreinforced and Reinforced Plastics
D-4060-95	Taber Abrasion Test
D-4541	Pull-off Strength of Coatings Using a Portable Adhesion Tester
D-2584	Volatile Matter Content
D-2240	Durometer Hardness, Type O
C-109	Compressive Strength of Hydraulic Cement Mortars
Additional Standards	
	Mannings "n" Determination
	Creep Test for Long Term Properties
	APS Standard – Porosity Test Protocol

**100.4 Submittals**

- A. Product
  1. Technical data sheets showing the physical and chemical properties.
  2. Material Safety Data Sheets (MSDS).
  3. Third Party Testing results.

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

4. Verification of minimum installation requirements set forth in section 100.2.A
- B. Installer
  1. Verification of "certified applicator" status.
  2. Verification of minimum installation requirements set forth in section 100.2.B
- C. Manufacturer
  1. For resin based products, verification that the manufacturing company operates under ISO 9000:2000 guidelines.
  2. Certification that the products comply with the test specification.

**D. Or Equal Product**

1. In order for any Protective Coating Material (PCM) to be considered as an equal product, said product will have to meet the minimum characteristics as measured by the applicable ASTM standards referenced in section **100.3 References** and meet the minimum physical properties referenced in section **100.4 Materials**, paragraph **A. Protective Coating Material (PCM)**, sentence **6**. Testing results must be performed and presented by a bonded, third-party testing laboratory.

Note: Equal products must be approved a minimum of two (2) weeks prior to bid date. In order for a product to be considered equal to the approved products, the submitted product must provide proof of successfully passing the Los Angeles County Sanitation Districts Coating Evaluation Study and evidence from the City of Los Angeles Department of General Services Standards Division indicating the Department tested and the product "passed" SSPWC Section 210-2.3 Chemical Resistance Test. An applicator that has been trained and certified by the manufacturer must install all products.

2. Prior pre-approval is required to determine if the prospective product is considered commercially acceptable to be allowed to bid on this project. A product may be rejected as unacceptable should submittal to Owner not be received a minimum of two (2) weeks prior to bid date.

**100.5 Condition Standards and Repair Methods**

The Engineer or Owner shall categorize each structure in the following manner:

**A. New or Like New Condition**

1. *Condition Standard:* A structure that is a new pre-cast or new poured-in-place structure or still in a like new condition. All joints are sound and tight fitting with no leakage. The structure shall be capable of passing a standard vacuum test.
2. *Repair Method:* Pressure wash and clean structure. Fill bug holes, joints, honeycombs and around pipe penetrations with a Cementitious Repair Material as needed. Apply a minimum of 80 mils thickness of a Protective Coating Material (PCM), (i.e. The SprayWall Lining System as manufactured by SprayRoq, Inc.) or pre-approved equal.

**B. Condition 1**

1. *Condition Standard:* An Existing structure that is considered structurally sound with no indications of settlement, cracking or other signs of fatigue. Infiltration or exfiltration through pre-cast joints, mortar joints, or around the pipe connections may exist and structure may be experiencing mild corrosion or deterioration.
2. *Repair Method:* Pressure wash and clean structure. Stop any infiltration using appropriate products and methods (injection grout/hydraulic cement). Fill bug holes, joints, honeycombs and around pipe penetrations with a Cementitious Repair Material as needed. Apply a minimum of 125 mils thickness of a Protective Coating Material (PCM), (i.e. The SprayWall Lining System as manufactured by SprayRoq, Inc.) or pre-approved equal.

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

**C. Condition 2**

1. *Condition Standard:* An existing structure that is exhibiting early signs of structural fatigue evidenced by minor cracks, loss of mortar or brick, moderate to moderately severe corrosion (less ½ inch in depth), minor cross sectional distortion (less than 10 %); however, it is currently supporting the soil and live load.
2. *Repair Method:* Pressure wash and clean structure. Stop any infiltration using appropriate products and methods (injection grout/hydraulic cement). Apply a Cementitious Repair Material (Strong Seal MS2@C, Manhole Rehab-Structural Repair Mortar, Fuquay-MSP) or pre-approved equal to the structure at a minimum thickness of ½ inch. Apply a minimum of 125 mils thickness of a Protective Coating Material (PCM), (i.e. The SprayWall Lining System as manufactured by SprayRoq, Inc.) or pre-approved equal.

**D. Condition 3**

1. *Condition Standard:* An existing structure that is exhibiting severe structural fatigue and collapse is eminent. Conditions indicating this degree of deterioration may include very severe corrosion (loss of original profile of one inch or greater), cross sectional distortion beyond 10 percent, exposed reinforcing steel, loose or missing bricks, missing mortar, or large sections of the structure that are gone completely.
2. *Repair Method:* Pressure wash and clean structure. Fill missing sections and voids with brick and/or a Cementitious Repair Material as necessary. Stop any infiltration using appropriate products and methods (i.e. hydraulic cement and/or injection of chemical grout). Apply a Cementitious Repair Material (such as Strong Seal MS2@C, Manhole Rehab-Structural Repair Mortar, Fuquay-MSP) or pre-approved equal to the structure at a minimum thickness of 1 inch or in additional ½" lifts/thicknesses (i.e. additional pay item) as needed to bring structure back to original profile. Apply a minimum of 250 mils thickness of a Protective Coating Material (PCM), (i.e. The SprayWall Lining System as manufactured by SprayRoq, Inc.) or pre-approved equal.

**100.6 Materials**

**A. Protective Coating Material (PCM)**

1. The PCM shall be a spray applied, ultra high-build, self-priming polyurethane resin system.
2. The PCM shall be 100% solids and VOC (Volatile Organic Compounds) free.
3. The PCM shall have the ability to reinstate structural integrity, provide infiltration control, and supply chemical resistance to the structure.
4. The PCM shall be a two component (A and B) resin system that uses a heated plural component spray system. After the components are mixed, the PCM shall gel in about 10 seconds with a "tack-free" condition after one minute.
5. In its final state, the PCM shall be rigid and capable of being applied at any thickness in a single mobilization.
6. The physical properties of the PCM shall meet the following minimum requirements:

Flexural Modulus (short-term)	730,000 psi
Flexural Modulus (long-term)	529,000 psi
Flexural Strength	14,000 psi
Compressive Strength	19,000 psi
Tensile Strength	7,400 psi
Tensile Modulus	420,000 psi
Elongation	4% at break
Manning's "N" Factor	.009
Abrasion (Taber CS17)	17.7 mg loss
Hardness, Shore D	90
Density	87 lbs/cf

STRUCTURE (MANHOLE) REHABILITATION

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

Adhesion to concrete

substrate failure

**B. Cementitious Repair Material (CRM)**

1. The CRM shall be a factory blended, rapid setting, high early strength, calcium aluminate corrosion resistant non-shrink grout that is specifically formulated for use in the underground wastewater environment.
2. The CRM shall be capable of being trowelled or pneumatically spray applied.
3. The CRM shall be mixed with water only and applied according to manufacturer recommendations.
4. The CRM must be compatible with the Protective Coating Material that is going to be used. The CRM manufacturer must certify compatibility.
5. The physical properties of the CRM shall meet the following minimum requirements:

Compressive Strength (24 hours)	2500 psi
Compressive Strength (28 days)	8000 psi
Tensile Strength (28 days)	800 psi
Flexural Strength (28 days)	1000 psi

**C. Hydraulic Cement Material (HCM)**

1. The HCM shall be specifically designed to stop minor water infiltration and develop high-early strengths.
2. The HCM shall be capable of being hand mixed and applied in either a "wet" or "dry" state.
3. The water used to mix the HCM should be clean and free of contaminants.
4. The HCM should be formulated with calcium silicate, calcium aluminate cements, mineral fillers, and specially selected additives for set control.
5. The HCM should be used according to the manufacturer recommendations.
6. The physical properties of the HCM shall meet the following minimum requirements:

Compressive Strength (1 hour)	400 psi
Compressive Strength (24 hours)	1000 psi
Pull out Strength	14,000 lbs
Set Time	<1.0 mins

**D. Chemical Grout Material**

1. The chemical grout shall be a semi ridged injection grout designed for sealing larger volume leaks in concrete cracks and fissures.
2. The chemical grout shall be capable of filling voids, stabilize soils or gravel.
3. The chemical grout shall be a two part system (grout and accelerator) that, when it makes contact with water, is designed to set-off and cut-off gushing water. Set times must be adjustable.
4. The water used to activate the chemical grout must be in the range of pH3-10 for proper cross-linking of the materials and optimum foam quality.
5. Once cured, the chemical grout shall become closed cell polyurethane foam that is resistant to most organic solvents, mild acids, alkali, petroleum and micro-organisms.
6. The chemical grout physical properties when cured shall meet the following minimum requirements:

Density	8.75-9.17 lbs/gal
Tensile Strength	56 psi
Compressive Strength	895 psi
Bending Strength	213 psi
Bond Strength to Bending Bond Strength	28 psi
Mortar Joints Shearing Bond Strength	255 psi
Toxicity	Non-Toxic
Absorption (6 month immersion)	15 %

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

**100.7 Safety**

- A. The Contractor will be expected to comply with all City, State and federal standards. Particular attention is drawn to those safety requirements involving entry into a confined space. The Contractor shall carry out its operations in strict accordance with all OSHA and manufacturer's safety requirements.
- B. All necessary traffic control measures shall be put into place according to the Unified Traffic Control Plan.
- C. When bypass pumping or diversion plugs are used, every effort should be made to protect the public and the environment from any contamination from the sewer.

**100.8 Flow Control**

- A. The Contractor will be responsible for establishing flow control, where required, in advance of all rehabilitation jobs. For structures with small inflow and outflow pipe diameters (6" to 12"), any and all cost for flow control shall be included in the price bid for the rehabilitation process.
- B. Plugging and Blocking
  - 1. A sewer line plug shall be inserted into the upstream manhole and downstream manhole as necessary.
  - 2. The Contractor shall be held responsible for any damage caused by flooding and will take care to avoid this occurrence.
- C. By-Pass Pumping
  - 1. Where flow is large enough to require by-pass pumping, the Contractor will do so in accordance with current NASSCO Specifications. The Contractor shall prepare and submit one (1) Bypass Flow Control Plan that will be typically used for the project.
  - 2. The bypass pumping system capacity must be sized to meet all potential flows (i.e. no sanitary sewer overflows (SSO) allowed). The Contractor will be held responsible for any damage caused by flooding and will take care to avoid this occurrence. The Contractor is responsible for all installation, operation, and maintenance of the system. The Contractor must provide manpower, fuel, and necessary utilities required by the systems. Ready-use, stand-by pumping must be available and achieved by backing up pumps size for size (100% back-up capacity) in case of emergency situations, equipment malfunction, or higher than anticipated flows. The Contractor must make their own determination of flow quantities and characteristics. The Bypass Flow Control Plan and Bypass pumping operation for pipe sizes larger than 12" will be paid under a separate pay item. Bypass pumping set up and tear down shall be subsidiary to the bypass pumping operation line items.

**100.9 Installation Procedures**

- A. Traffic Control

The Contractor will coordinate with the Owner on appropriate traffic control measures and working times.
- B. Confined Space Entry

Prior to man entry into any structure to be rehabilitated, proper ventilation and strict confined space OSHA regulations shall be followed. Failure to do so shall be grounds for removal from the project.

SPECIAL SPECIFICATION  
**STRUCTURE (MANHOLE) REHABILITATION**

C. Surface Preparation

Proper surface preparation procedures must be followed to ensure adequate bond strength to any surface to be rehabilitated. The following steps should be taken to prepare the surface.

1. The applicator must inspect all surfaces to be rehabilitated and notify the Owner's representative of any noticeable disparities in the conditions that are different than the original assessment and designated condition.
2. All concrete that is not sound or has been damaged by chemical exposure shall be removed to sound concrete surface.
3. All contaminants, including: oils, grease, incompatible and/or damaged existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts or other contaminants, must be completely removed prior to any surface applications. Contaminant removal and surface preparation methods must be based upon the designated conditions of the substrate and the requirements of the rehabilitation products.
4. Surfaces must be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the existing structure and the rehabilitation products.
5. Pressure water cleaning using equipment capable of 5,000 psi at 5 gpm, with a zero degree rotating nozzle, shall be used to clean and free all foreign material within the manhole. It may be necessary to clean using a detergent or steam when grease or oils are present. All residues and materials resulting from the process of cleaning the structure must be captured and removed.
6. All voids, joints, cracks, pipe penetrations, bug holes, honeycombs, etc. shall be repaired using an approved CRM.
7. Repair and/or rebuild benches and inverts to owner specifications using an approved CRM.

D. Water Infiltration

1. The applicator shall determine the locations where infiltration is occurring and the process to use for stopping the active flow. For small leaks, a quick setting hydraulic cement product may be used. The process is as follows:
  - a. The area should be free from all debris, loose brick, mortar, or concrete.
  - b. Small cracks should be enlarged by chipping with a hammer and chisel to facilitate filling the crack with slurry or dry material.
  - c. The product should be mixed in quantities such that placement can be made in less than one minute. Mixing may be done in a gloved hand, trowel, or any other means that is convenient.
  - d. The placement or working time is related to the amount of water used in making the mix. High water usage increases the set time, but in general, one minute should be considered maximum.
  - e. The product shall be placed in areas of active infiltration by hand or by trowel within the setting time and without further addition of water.
  - f. Repetitive applications of dry material will gradually establish a damming effect when held in place with maximum hand pressure until stiffening takes place.
  - g. Reduction of infiltration will be caused by a gradual build-up of hydrated product, which creates a barrier that is impermeable to infiltrating water. This may require multiple applications.
  - h. Once infiltration is stopped, the product should be brushed and cleaned to remove any loose material.
2. If the Applicator determines that the flow is too significant for hydraulic cement, a hydrophobic polyurethane injection chemical grout shall be used. The applicator shall follow manufacture recommendations.
  - a. The applicator shall determine the location(s) of the infiltration.

SPECIAL SPECIFICATION  
**STRUCTURE (MANHOLE) REHABILITATION**

- b. Injection ports shall be drilled through the wall near the leak and filled with a packer.
- c. Prior to mixing, both the grout and accelerator must be agitated separately before combining by vigorously shaking the containers. The applicator shall follow the manufacturer recommendation for mix ratios.
- d. Care should be taken during the mixing. Excess acceleration will cause vigorous expansion that may be prone to shrinkage.
- e. Before the grout is injected, it shall be tested for appropriate set-time with the actual leaking water from inside the structure.
- f. Once the product is mixed and ready for injection, an electric airless pump shall be used to pump product through the port and behind the structure.
- g. During injection the grout will follow the path of least resistance. Existing ground water flow is used to carry the grout to leaking locations.
- h. When the material has stopped penetrating it will continue to expand against the confines of the crack/joint and compress within itself, forming a very dense, closed cell material stopping the leak.
- i. For larger leaks or voids, the use of Oakum soaked in the mixed product may be used. The Oakum is forced into the crack/joint/leak using a pointed blunt object. Once exposed to the existing water, the grout will set-off and stop the leak.
- j. Once the leak is stopped, excess grout (foam) shall be trimmed away and removed from the structure.

**E. Cementitious Repair**

- 1. Prior to repair operations, the Engineer, Owner, and/or the Applicator shall review and confirm the designated condition of the structure and agree on the appropriate repair method.
- 2. Once all active infiltration, voids, and proper surface preparation have been addressed, the installation of the CRM can begin.
- 3. Place covers over the inverts or flow lines to prevent extraneous materials from entering the pipelines.
- 4. The applicator must use approved equipment for mixing and spraying the product. The machine shall consist of a progressive cavity pump and air system for low velocity spray application. Equipment should be completely self-contained with water storage and a metering system.
- 5. The product shall be mixed with water as per the manufacturer recommendations. Only enough water will be used to produce a mix consistency to allow the application of the CRM up to one inch thick in a single application without the material "sagging" or "slumping" on the vertical surface.
- 6. Factory blended bagged material shall be placed in the mixing chamber and water added. Prepared mix shall be discharged into a hopper and another batch prepared to occur in such a manner as to allow spraying continuously without interruption until intended thickness is achieved.
- 7. The surface shall be damp without noticeable free water droplets or running water, but totally saturated just prior to the application.
- 8. The CRM shall be applied up to one (1) inch to (1 ½) inch thick in one pass; however, minimum total thickness shall not be less than ½ inch.
- 9. The surface will then be trowelled to a relatively smooth finish. Care should be taken to not "over trowel".
- 10. Once the initial cure has taken place, the exposed surface area should be given a broom finish.
- 11. Because curing times will vary depending on thickness and ambient temperatures, a minimum curing time of 48 hours shall take place prior to installation of Protective Coating Material.
- 12. Prior to application of protective coating, all surfaces shall receive a final pressure water cleaning using equipment capable of 5,000 psi at 5 gpm, using a zero degree rotating nozzle or Apply a citrus based acid wash, per manufacturer's recommendations and

SPECIAL SPECIFICATION  
STRUCTURE (MANHOLE) REHABILITATION

allow it to set for 10 to 15 minutes. Pressure-wash the entire structure to remove the laitance and then blow dry the substrate to remove any surface moisture prior to the installation of the Protective Coating Material.

13. Prior to application of protective coating on any steel surfaces (i.e. manhole ring), all surfaces shall receive a Commercial Blast Cleaning of a minimum SSPC-SP6 / NACE No. 3, which is defined as follows:

This joint standard covers the requirements for commercial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. These requirements include the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, except for staining as noted. Random staining shall be limited to no more than 33 percent of each unit area of surface as defined, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating.

F. Protective Coating

1. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, and spray equipment.
2. The intended thickness of applied materials shall be determined by the designated condition and repair method of the structure.
3. The spray equipment shall be specifically designed to accurately ratio and apply the specified PCM and shall be regularly maintained and in proper working order.
4. The resin-based, 100% solids, polyurethane liner shall be manually sprayed on to all surfaces by a trained technician who is experienced in the application of the specific PCM and has been certified by the manufacturer.
5. Appropriate personal protection equipment shall be utilized. The spray technician shall be on supplied air at all times while in the structure.
6. The structure shall be completely dry prior to PCM application. The use of a heater with a high velocity air blower may be used. An approved HCM may also be used to dry suspect areas.
7. Prior to the PCM application, a test panel shall be sprayed to inspect the quality of the product. The technician shall check the test panel for appropriate color and mixing of the components. This will also insure that all equipment is functioning properly.
8. The spray technician will begin spraying product at the bottom of the structure (benches and inverts) one side at a time. A flash coat will be sprayed to heat up the surface to increase the bonding characteristics.
9. Once the product has "tacked-off" the technician can move to the opposite side and repeat the process.
10. The trained spray technician may now spray the PCM to the required thickness.
11. The process is repeated from the bottom of the structure to the top. Although not harmful to the PCM, the use of a ventilating system or ripcord will help to minimize "dusting" or "over-spray".
12. Achieving the specified thickness during application shall be determined using a formula based on the density of the product. The fully trained technician will calculate the appropriate amount of material needed to cover the intended area. A counter on the pumping system shall be used to determine the amount of product actually used.
13. Once the PCM is applied, any and all flow may be reinstated to the structure.

SPECIAL SPECIFICATION  
STRUCTURE (MANHOLE) REHABILITATION

100.10 Testing and Inspection

A. High Voltage Spark Test (Holiday Detection Testing).

After the protective coating has set hard to the touch it shall be inspected with high-voltage holiday detection equipment. **This test is critical when applied to corrosion protection applications (i.e. mil coatings less than 250 mils).** Surface shall first be dried, an induced holiday shall then be made on to the coated concrete or metal surface and shall serve to determine the **minimum/maximum voltage to be used to test the coating for holidays at that particular area.**

**The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (refer to NACE RPO188-99).** All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

B. Adhesion Testing.

The adhesion tests shall be performed on a minimum of one or 10% of all rehabilitated structures, which ever is greater, or as shown on the Plan and/or specified in the Special Provisions. Adhesion testing shall be conducted after the lining or coating system has cured per manufacturer instruction and in accordance with ASTM D4541(Steel) or ASTM 7234(Concrete). **Adhesion is critical for proper performance of a corrosion barrier (i.e. < 250 mils).**

A minimum of one 20 mm dolly shall be affixed to the lined surface of the structure at the upper section or cone area, mid-section and at the bottom, unless otherwise specified in the Special Provisions. Each testing location shall be identified by the Engineer. The adhesive used to attach the dollies to the liner shall be rapid setting with tensile strength in excess of the liner material and permitted to cure in accordance with manufacturer recommendations. The lining material and dollies shall be adequately prepared to receive the adhesive. Prior to pull test, the Contractor shall utilize a scoring device to cut through the coating until the substrate is reached. Extreme care shall be required while scoring to prevent micro cracking in the coating, since cracks may cause failures at diminished strengths. Failure due to improper dolly adhesive or scoring shall require retesting.

The pull tests in each area shall meet or exceed 200 psi. and shall include subbase adhered to the back of the dolly or no visual signs of coating material in the test hole. Pull tests with results between a minimum 150 psi and 200 psi shall be acceptable if more than 50% of the subsurface is adhered to the back of the dolly. A test result can be discarded, as determined by the Engineer, if there is a valid nonstatistical reason for discarding the test results as directed by Sections 8.4 and 8.5 of ASTM D4541 and ASTM D7234.

If any test fails, a minimum of three additional locations in the section of the failure shall be tested, as directed by the Engineer. If any of the retests fail, all loosely adhered or un adhered liner in the failed area, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. If a structure fails the adhesion test, one additional structure or 10% of the initial number of structures selected for testing shall be tested at the discretion of the Engineer and/or as specified in the Special Provisions.

**NOTE: The mil thickness will be measured and confirmed with the scored and pulled test samples. In structural repairs (partially or fully deteriorated design assumptions), it is critical to confirm the design thickness with the pulled sample as adhesion is not assumed in the ASTM 1216-09 design. The primary purpose of the pull test in structural rehabilitation is to confirm applied thickness, not adhesion. Any derived adhesion is further enhancement to the final installation strength of the rehabilitated structure.**

C. Visual Inspection.

A final visual inspection shall be made by the Inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.

STRUCTURE (MANHOLE) REHABILITATION

**SPECIAL SPECIFICATION**  
**STRUCTURE (MANHOLE) REHABILITATION**

- D. **Return to Service.**  
The municipal sewer system may be put back into non-severe operational service as soon as the final inspection has taken place. However, for severe corrosion duty such as high concentrations of acids, bases or solvents, 4 to 8 hours may be necessary prior to returning to service. Consult coating manufacturer for further details.

**100.11 Warranty**

- A. The Contractor must warrant all Work against defects in materials and workmanship for a period of one year, unless otherwise noted, from the date of final acceptance of all Work contained in the project.
- B. The Contractor must repair such defects in materials or workmanship within 30 calendar days of receipt of written notice of defects.

**100.12 Approved Products**

The following products have been pre-approved for this project. Any products not listed must be submitted to the Engineer thirty days prior to the bid date with no exceptions. Timely submittal does not guarantee approval.

- |  |   |
|--|---|
| 1. Protective Coating Material (PCM) --  | SprayWall™<br>SprayRoq, Inc.<br>4707 Alton Court<br>Birmingham, AL 35210  |
| 2. Cementitious Repair Material (CRM) -- | Strong Seal MS2®C<br>Strong Seal® Bench Mix<br>Strong Seal High Performance Mix<br>The Strong Company, Inc.<br>4505 Emmett Sanders Road<br>Pine Bluff, AR 71601 |
|  | Manhole Rehab - Structural Repair Mortar<br>Manhole Rehab - RS Patch<br>Manhole Rehab, Inc.<br>6009 W. Parker Road, Suite 149-282<br>Plano, TX 75093            |
|  | Fuquay – MSP<br>Fuquay, Inc.<br>4861 Old Hwy 81<br>New Braunfels, TX 78132  |
| 3. Chemical Grout Material               | Hydro Active Cut®<br>Deneef Construction Chemicals, Inc<br>5610 Brystone Dr.<br>Houston, TX 77041   |
| 4. Hydraulic Cement Material (HCM)       | Strong-Plug®<br>The Strong Company, Inc   |

**100.13 Measurement and Payment**

- A. Structure Rehabilitation
1. Measurement for coating and rehabilitation condition 1 shall be measured and paid for by the unit per square foot.

**SPECIAL SPECIFICATION**

**STRUCTURE (MANHOLE) REHABILITATION**

2. Measurement for coating and rehabilitation condition 2 shall be measured and paid for by the unit per square foot.
  3. Measurement for coating and rehabilitation condition 3 shall be measured and paid for by the unit per square foot.
  4. Measurement for coating and rehabilitation condition 4 shall be measured and paid for by the unit per square foot.
- B. Chemical Grout application to stop active leaks shall be measured and paid by the gallon.
- C. Repair/rebuild existing bench or invert work shall be subsidiary to Structure Rehabilitation.
- D. Bypass Pumping, Flow Diversion, and Plugging
1. Lines up to 12" shall be considered subsidiary to Structure Rehabilitation.
  2. Lines larger than 12" will be paid for by Lump Sum.
- E. Hydraulic Cement application to stop minor leaks shall be subsidiary to Structure Rehabilitation.
- F. All cleaning and surface preparation shall be subsidiary to Structure Rehabilitation.

END

N.T.S.  
↑

SHILOH BRANCH

CUMBERLAND FOREST PHASE 1

OVILLA ROAD

CUMBERLAND FOREST PHASE 2

WINDSONG CIR.

OAK FOREST LN

BENT TREE LN

WOODLANDS CT

CUMBERLAND CT.

CUMBERLAND DR.

HIGH VIEW CT.

VALLEY VIEW CT.

DUSTY OAK TR.

OAKS

DRIVE

CEDAR RIDGE CT.

OAK RIDGE CT.

RIM ROCK CT.

SLIPPERY CT.

ROCK CT.

RIDGE WAY

OVILLA OAKS DRIVE

SLIPPERY

OVILLA OAKS

ELM

OAK

RED

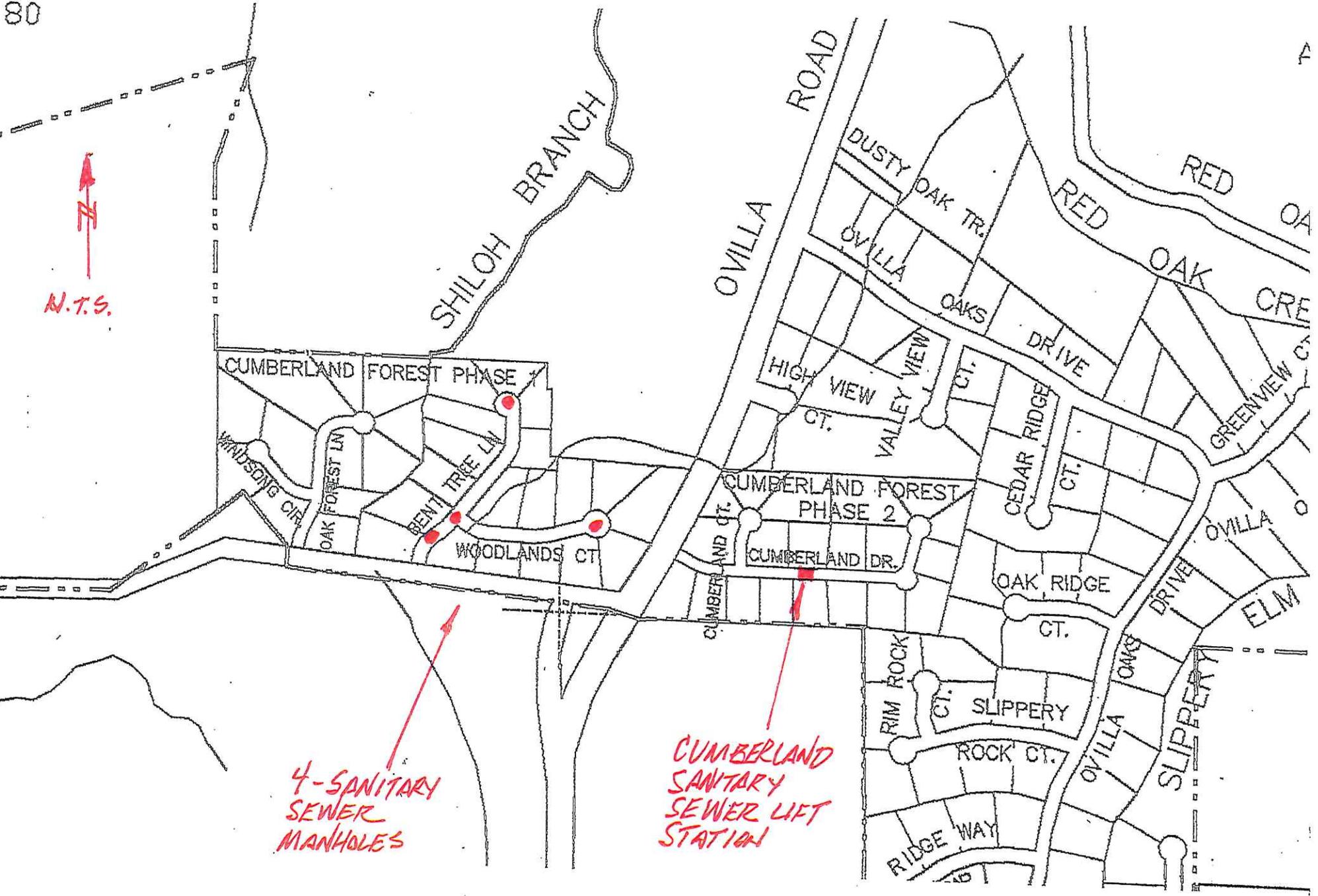
RED

CRE

OAK

4-SANITARY  
SEWER  
MANHOLES

CUMBERLAND  
SANITARY  
SEWER LIFT  
STATION



05.9.2016

## Consent Item 9 – SRRG Interlocal

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC  
Linda Harding, Finance  
Department

Re  
SRRG Interlocal

**Comments:**

**BACKGROUND AND JUSTIFICATION:**

**Southern Regional Response Group (SRRG)/Special Response Team (SRT)**

Ovilla is a member city of SRRG/SRT. There are nine participating cities. SRRG/SRT meets a communities needs for highly trained individuals that can handle emergencies that are beyond the capabilities of local law enforcement departments. These emergencies include hostage situations, active shooters, natural disasters and intelligence gathering.

SRRG/SRT has been operational since 2009. No member city has been asked in the past to participate financially as the equipment, weapons and ammunition has been provided by grants and by some municipalities that paid for tactical gear for their employee(s) that were on the team. The grants are starting to go away and some aging equipment needs to be replaced.

The interlocal agreement formalizes Ovilla's participation. The \$7,500.00 commitment from Ovilla was approved by the City Council in the FY 2015-2016 Budget Amendment. The Ovilla attorney has reviewed and approved the agreement.

**STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the City Manager's execution of the contract.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)



STATE OF TEXAS           §  
  §           **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF DALLAS       §

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "City" and collectively as "Parties" or "Participating Cities."

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

**WHEREAS**, the Participating Cities have joined to form the Southern Regional Response Group ("herein after referred to as the "SRRG") to enhance emergency planning and response capabilities; and

**WHEREAS**, the Participating Cities have formed a Special Response Team (hereinafter referred to as the "SRRG/SRT") which provides a specialized police response to the Participating Cities for the purposes of responding to incidents such as felony arrest warrants and searches, armed barricaded person(s), narcotic warrants and other incidents that require a specialized police response; and

**WHEREAS**, SRRG recognizes the advantages of combining manpower and equipment among the Participating Cities to form the SRRG/SRT comprised of duly licensed officers from the Participating Cities; and

**WHEREAS**, the Participating Cities recognize that this Agreement will allow for better coordination of effort between the Participating Cities, provide that adequate equipment and personnel are available, and ensure that adequate resources are available for the SRRG/SRT to respond to incidents requiring a specialized police response;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**Article I**  
**Purpose**

Members of the SRRG agree to participate and/or cooperate with the creation of the SRRG/SRT designed to intervene in tactical scenarios on behalf of Participating Cities and to support Participating Cities with standing tactical units.

**Article II**  
**Term**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**Article III**  
**Termination**

A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Participating Cities. The written notice of intent to terminate shall be delivered to the current chief executive of each of the Participating Cities by certified mail, return receipt requested, or hand delivery. Termination by one or more of the Participating Cities to this Agreement does not affect this Agreement as it applies to the remaining Participating Cities, and shall continue to apply to the remaining Participating Cities until terminated by those parties.

**Article IV**  
**Operational Procedures**

4.1 The chief law enforcement officer (or head of the law enforcement agency) or that person's designee may request the activation of the SRRG/SRT in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual and Task Force Agreement.

4.2 The SRRG/SRT will report to the Incident Commander of the City requesting assistance and will operate under that Incident Commander's control in accordance with ICS protocols.

4.3 The SRRG/SRT will respond to but not be limited to the following types of incidents:

- a. barricaded persons;
- b. hostage situations;
- c. live shooter scenarios;
- d. hazardous warrant service;
- e. civil disturbances, including riots;
- f. SNS delivery and POD security;
- g. terrorists' incidents; and
- h. any event in which a member agency's resources have been depleted.

**Article V**  
**Supervision/Personnel/Board Members**

5.1 A Command Staff will be established by policy and approved by the Board Members ("Board") of the SRRG. The Board shall be comprised of the chief law enforcement officer (or head of the law enforcement agency) from each Participating City.

5.2 The Command Staff will answer to and provide regular updates on the following to the SRRG Board:

- a. equipment acquisitions;
- b. personnel acquisitions;
- c. training activities;
- d. activations; and
- e. pre-plans and after-action summaries.

**Article VI**  
**Evaluation and Performance Review**

6.1 The Command Staff shall establish policy and procedures to establish criteria for continued membership in the SRRG/SRT by individual officers.

6.2 The policies shall cover the following areas:

- a. minimum proficiencies for each assignment;
- b. attendance and participation in training and activities;
- c. personal and professional behavior; and
- d. performance during activations.

**Article VII**  
**Finances**

7.1 The division of equipment procurement shall be determined by policy as agreed upon by the SRRG/SRT Board. Each Participating City shall provide its member officers with adequate time to train with the SRRG/SRT and to supply minimum personal gear as established by policy.

7.2 The Participating City that procures the equipment shall be responsible for storage and maintenance of the equipment.

7.2 The personnel costs for the participating officers in the SRRG/SRT, including training, shall be the responsibility of the Participating City that employs the participating officer.

7.3 On an annual basis, each Participating City participating with personnel shall provide a \$5,000 cash contribution for the continuous operational needs of the SRRG/SRT. Participating Cities that do not participate with personnel on the SRT shall provide a \$7,500 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each Participating City on or before the annual renewal date of this Agreement.

7.4 The Board shall decide how the funds are to be distributed for the SRRG/SRT's operational needs. Matching funds may be accepted upon prior approval from the Board.

7.5 In addition the participation fee outlined in 7.3, The Board will maintain a Master Equipment List, a replacement schedule for capital equipment and equipment maintenance budget for submission annually to each Participating City for the continuous operational needs of the SRRG/SRT.

### **Article VIII Addition of Participating Cities**

The Board made up of currently participating chief law enforcement officers (or heads of law enforcement agencies) may add additional agencies to the SRRG/SRT at any time and upon the new agency's acceptance of the parameters of this Agreement.

### **Article IX Insurance**

9.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.4 Other Coverage. Each Participating City shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

### **Article X Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

**Article XI**  
**Expending Funds**

Each Participating City that performs services or furnishes services pursuant to this Agreement shall do so with funds available from current revenues of the Participating City.

**Article XII**  
**Miscellaneous**

12.1 Reimbursement. The Party requesting the SRRG/SRT shall not be responsible for compensating Participating Cities for the costs incurred when acting in accordance with this Agreement. The personnel who are assigned, designated or ordered by the responding Participating Cities to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workman's Compensation benefits, as though the services have been rendered for and within the limits of the Participating City where the person is regularly employed. Further, all medical expenses, wage and disability payments, except those payments the requesting Party is required to pay under this Agreement, pension payments, damage to equipment and clothing, and expenses for travel, food and lodging shall be paid by the Participating City in which the employee in question is regularly employed.

12.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

12.3 Liability. Any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement is the sole responsibility and liability of the Participating City which requested the assistance from the other Participating Cities.

In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the responding Participating City. The benefits described herein shall be supplied by the City where the person is regularly employed.

12.4 Waiver. The Parties to this Agreement waive any and all claims they may have against each other for any loss, personal injuries, including death, and damages of whatever nature may be incurred by the Parties while acting pursuant to this Agreement. However, this waiver does not include any claim the responding Parties may have against the Party requesting SRRG/SGT for its failure and/or refusal to pay for any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement.

12.5 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture or trust.

12.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

12.7 Amendment. This Agreement may only be amended by the mutual written agreement of both parties hereto.

12.8 Severability. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12.9 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

12.10 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

12.11 Recitals. The recitals to this Agreement are incorporated herein.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

12.13 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

12.14 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

12.15 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**[signature pages to follow]**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2016

City of Ovilla, Texas

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

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

Title: \_\_\_\_\_

05.9.2016

## Consent Item 10 – ATMOS Ordinance

To  
Honorable Mayor  
and Council

**Comments:**

From  
Dennis Burn, CM

**BACKGROUND AND JUSTIFICATION:**

CC  
Linda Harding, Finance  
Department

Consideration of and action on ORDINANCE of the City Council of the city of Ovilla, Texas, approving a negotiated settlement between the ATMOS CITIES STEERING COMMITTEE (“ACSC”) and ATMOS ENERGY CORP., Mid-Tex DIVISION regarding the Company’s 2016 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the REQUIREMENTS of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC’s legal counsel.

Re  
Atmos Ordinance

**STAFF REPORT**

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)



The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

**Explanation of "Be It Ordained" Sections:**

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the Mayor's execution of Ordinance 2016-10.

CITY OF OVILLA  
ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

**WHEREAS**, the City of Ovilla, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

**Section 1.** That the findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's

CITY OF OVILLA  
ORDINANCE NO. 2016-10

2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**Section 4.** That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**Section 5.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

**Section 6.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 7.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 8.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 9.** That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

**Section 10.** That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Richard Dormier

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary Pam Woodall

\_\_\_\_\_  
City Attorney Ron G. MacFarlane, Jr.

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION  
ATMOS ENERGY CORPORATION

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

MID-TEX DIVISION  
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2015

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:			\$ 29,603,205			Schedule A					
2 Proposed Change In Rates without Revenue Related Taxes:			\$ 27,447,850			Ln 1 divided by factor on WP_F-5.1					
3											
4											
5											
6		Revenue Requirements		Allocations							
7 Residential		\$ 338,431,486		77.95%		Per GUD 10170 Final Order					
8 Commercial		84,223,622		19.40%		Per GUD 10170 Final Order					
9 Industrial and Transportation		11,490,316		2.65%		Per GUD 10170 Final Order					
10 Net Revenue Requirements GUD No. 10170		<u>\$ 434,145,424</u>									

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

		Current	Prospective	Revenues
20 Residential Base Charge	\$	18.56	\$ 0.48	\$ 8,558,622
21 Residential Consumption Charge	\$	0.09931	\$ 0.01540	12,837,933
22 Commercial Base Charge	\$	39.87	\$ 1.81	2,662,423
23 Commercial Consumption Charge	\$	0.08020	\$ 0.00480	2,662,423
24 I&T Base Charge	\$	697.35	\$ 38.03	363,224
25 I&T Consumption Charge Tier 1 MMBTU	\$	0.2937	\$ 0.0166	172,167
26 I&T Consumption Charge Tier 2 MMBTU	\$	0.2151	\$ 0.0121	139,070
27 I&T Consumption Charge Tier 3 MMBTU	\$	0.0461	\$ 0.0026	51,988
28				<u>\$ 27,447,850</u>

17 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,081,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
28		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment Total (g)
		Pension Account Plan ("PAP") (b)	Post-Retirement Medical Plan ("FAS 106") (c)	Pension Account Plan ("PAP") (d)	Supplemental Executive Benefit Plan ("SERP") (e)	Post-Retirement Medical Plan ("FAS 106") (f)	
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	<b>Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)</b>	<b>\$ 1,995,016</b>	<b>\$ 1,132,659</b>	<b>\$ 2,098,222</b>	<b>\$ 31,249</b>	<b>\$ 1,195,248</b>	<b>\$ 6,452,393</b>
6							
7	<b>Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)</b>	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	<b>Test Year Adjustment (Line 5 minus Line 7)</b>	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	<b>Total (Ln 12 plus Ln 13)</b>	<b>\$ (836,844)</b>	<b>\$ (880,601)</b>	<b>\$ (827,379)</b>	<b>\$ (3,561)</b>	<b>\$ (1,500,472)</b>	<b>\$ (4,048,856)</b>

## 17 Notes:

- 18 1. Studies not applicable to Mid-Tex or Shared Services are omitted.  
19 2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).  
20 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.  
21 4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

05.9.2016

## Consent Item 11 – ONCOR Resolution

To  
Honorable Mayor  
and Council

From  
Dennis Burn, CM

CC  
Linda Harding, Finance  
Department

Re  
ONCOR Resolution

Comments:

### BACKGROUND AND JUSTIFICATION:

Consideration of and action on Resolution R2016-02 directing ONCOR Electric Delivery Company, LLC, to file certain information with the City of Ovilla setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the City's analysis of the Company's filing and the Company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Ovilla's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of ONCOR Electric Delivery Company are unreasonable or in any way in violation of any provision of law and the determination by the City of Ovilla of just and reasonable rates to be charged by ONCOR Electric Delivery Company, LLC; noting compliance with Open Meetings Law; providing notice of passage.

### STAFF REPORT

#### Model Staff Report to Support Resolution Directing Oncor Concerning Just and Reasonable Rates

Recent Public Utility Commission of Texas ("Commission") proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust ("REIT") resulted in the Commissioners' desire to share \$200 million to \$250 million in annual federal income tax ("FIT") savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities Served by Oncor decided to initiate a rate case against Oncor.

#### Whereas Clauses Explained

Cities have original rate making jurisdiction over Oncor's rates and services within their municipal limits. The Commission has original jurisdiction over the environs outside municipal limits and appellate jurisdiction over city rate mailing orders.

As a regulatory authority, Cities that retain original jurisdiction may initiate rate making proceedings by filing a resolution requiring a public utility to show cause why rates should not be reduced.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)



The City works with other similar Oncor Cities on regulatory issues through the Steering Committee of Cities Served by Oncor which has functioned continuously since 1988.

The Executive Committee of the Steering Committee recommends that member Cities pass show cause resolutions to initiate a rate case so that Oncor rates may be reduced.

#### **Resolved Sections Explained**

Section 1, provides notice to Oncor that it is compelled to file information that would otherwise be required if the Company filed a request to increase rates at the Commission by September 1, 2016. This Section requires that historic data from calendar year 2015 be filed to demonstrate that its rates should not be reduced.

Section 2 authorizes Cities' representatives to file requests for information which shall be answered by Oncor within 15 days of receipt.

Sections 3 and 4 set other dates critical to the procedural process for rate setting. Cities' report will be due on October 13, 2016 and the Oncor rebuttal will be due November 10, 2016.

Section 5 establishes that a hearing will occur and final order will be issued between November 15, 2016 and December 15, 2016.

Section 6 provides that the procedural schedule may be amended by the City and that other orders may be extended. For example, once the REIT conversion is finalized, Cities may enter interim orders requiring a sharing of tax savings that benefit ratepayers.

Section 7 authorizes the hiring of legal counsel and authorizes the Executive Committee to hire consultants.

Section 8 confirms that Cities will seek reimbursement of their rate making expenses from Oncor.

Section 9 confirms that the resolution was passed in compliance with Open Meeting laws.

166g/-/7071959

#### **STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the Mayor's execution of Resolution R2016-02.

City of Ovilla  
RESOLUTION NO. R2016-02

**DIRECTING ONCOR ELECTRIC DELIVERY COMPANY, LLC TO FILE CERTAIN INFORMATION WITH THE CITY OF OVILLA SETTING A PROCEDURAL SCHEDULE FOR THE GATHERING AND REVIEW OF NECESSARY INFORMATION IN CONNECTION THEREWITH; SETTING DATES FOR THE FILING OF THE CITY'S ANALYSIS OF THE COMPANY'S FILING AND THE COMPANY'S REBUTTAL TO SUCH ANALYSIS; RATIFYING THE HIRING OF LEGAL COUNSEL AND CONSULTANTS; RESERVING THE RIGHT TO REQUIRE THE REIMBURSEMENT OF THE CITY OF OVILLA'S RATE CASE EXPENSES; SETTING A PUBLIC HEARING FOR THE PURPOSES OF DETERMINING IF THE EXISTING RATES OF ONCOR ELECTRIC DELIVERY COMPANY ARE UNREASONABLE OR IN ANY WAY IN VIOLATION OF ANY PROVISION OF LAW AND THE DETERMINATION BY THE CITY OF OVILLA OF JUST AND REASONABLE RATES TO BE CHARGED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC.; NOTING COMPLIANCE WITH OPEN MEETINGS LAW; PROVIDING NOTICE OF PASSAGE**

WHEREAS, the City of Ovilla is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor") to determine if such rates are just and reasonable; and

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and

WHEREAS, the City of Ovilla has reason to believe that Oncor is over-earning and its rates are excessive; and

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

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and

WHEREAS, the City of Ovilla, and the City Council of the City of Ovilla desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, procedures to be followed to obtain and review information from Oncor, the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a determination whether the existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

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

SECTION 1. This resolution constitutes notice of the City's intent to proceed with an inquiry into the transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Ovilla information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Ovilla information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to

Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

SECTION 2. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

SECTION 3. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

SECTION 4. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

SECTION 5. A public hearing shall be conducted by the City Council for the City of Ovilla during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Ovilla's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Ovilla, Texas.

SECTION 6. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

SECTION 7. Subject to the right to terminate employment at any time, the City of Ovilla hereby ratifies the Steering Committee's selection of Geoffrey Gay with the law firm of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Ovilla in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

SECTION 8. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

SECTION 9. That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

SECTION 10. That a copy of this Resolution shall be sent to E. Allen Nye, Jr., Senior Vice President, General Counsel and Secretary, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Geoffrey Gay, General Counsel to the Steering Committee of Cities Served by Oncor, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**AND IT IS SO ORDERED.**

The above and foregoing resolution was passed and approved on this the 09 day of May, 2016, by the following vote:

Ayes:

Nays:

Abstentions:

At regular meeting May 09, 2016.

---

MAYOR, Richard Dormier

ATTEST:

---

City Clerk, Pam Woodall

APPROVED:

---

City Attorney, Ron G. MacFarlane, Jr.

1669/-/7071297

# Consent Item 12 –

## Cooperative Purchasing Interlocal Agreement

---

05.9.2016

To  
Honorable Mayor  
and Council

**Comments:**

From  
Dennis Burn, CM

**BACKGROUND AND JUSTIFICATION:**

Tarrant County Purchasing is a leader in providing interlocal agreements that allow other government jurisdictions and districts to obtain goods at competitive prices. The Department's furnishing of supplies, equipment and services at the best possible price makes its contracts attractive to other entities. Through piggybacking on its contracts, interlocal members may take advantage of cost savings. This cooperative purchasing program is not for the benefit of one department specific, but is a purchasing advantage to all departments in the City.

CC  
Linda Harding, Finance  
Department

Re  
Tarrant County  
Interlocal Agreement

**STAFF RECOMMENDATION:**

Staff is seeking Council's approval to allow the Mayor's execution of the contract.

---

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)





**TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM**  
**ENTITY INFORMATION SHEET**

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this Entity Information Sheet and return to Dallas Arter, Tarrant County Cooperative Purchasing Coordinator. (Address and additional information below regarding the Interlocal Agreement Form). Please contact Ms. Arter at (817) 884-1414 if you have any questions.

Name of Entity: City of Ovilla, TX

Point of Contact: Linda Harding

Title: Accountant

Phone Number: 972-617-7262

Fax Number: 972-515-3221

Internet Address: http://cityofovilla.org/

E-Mail Address: lharding@cityofovilla.org

Additional Contacts: \_\_\_\_\_

Complete Mailing Address: 105 S. Cockrell Hill, Ovilla, TX 75154

\_\_\_\_\_

\_\_\_\_\_

Information as of this Date: \_\_\_\_\_

**NOTE:** To complete the Interlocal Agreement, please sign and return **FOUR (4) DUPLICATE ORIGINAL AGREEMENTS, EACH CONTAINING AN ORIGINAL SIGNATURE**, to the attention of Dallas Arter, Cooperative Purchasing Coordinator, Tarrant County Purchasing Department, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.



**INTERLOCAL AGREEMENT**

**BETWEEN COUNTY OF TARRANT AND City of Ovilla, Texas**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ between the County of Tarrant, Texas and City of Ovilla, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

**I.**

The City of Ovilla, Texas hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract to the requesting entity. The City of Ovilla, Texas agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Ovilla, Texas agrees that all specifications for selected items shall be determined by Tarrant County.

III.

The City of Ovilla, Texas agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill the City of Ovilla, Texas directly for all items purchased, and the City of Ovilla, Texas shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Linda Harding (name), City Accountant (title) is hereby designated as the official representative to act for the City of Ovilla, Texas in all matters relating to this Agreement.

V.

This Agreement shall take effect upon execution by both signatories.

VI.

This Agreement shall be in effect from the date of execution until terminated by either party to the Agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

**TARRANT COUNTY**

(Entity) City of Ovilla, Texas

BY: \_\_\_\_\_

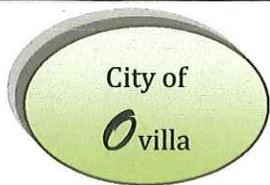
BY: Richard Dormier

TITLE: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 1

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Staff

#### Attachments:

1. Plat Application
2. Preliminary Plat
3. Engineer's Comments
4. City Manager Comments
5. Planning and Zoning Recommend sheet

#### Agenda Item / Topic:

1. **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act upon a preliminary plat application filed by Massey Shaw for development of Bryson Manor Subdivision Phase 2.

#### Discussion / Justification:

##### PRELIMINARY PLAT REQUEST

SUBDIVISION NAME: BRYSON MANOR SUBDIVISION PHASE 2

AUTHORIZED AGENT OF RECORD: Massey Shaw

ENGINEER: Atlas Associates, Inc.

APPLICATION DATE: March 07, 2016

LOCATION: Northeast corner of Shiloh Road and Bryson Road

UTILITIES: City Sewer / Sardis Water

ZONING: R15

PROPOSED LAND USE: Residential Subdivision

MAJOR THOROUGHFARE: Highway 664 Ovilla Road

APPLICANT'S PROPOSAL: Develop 30 lots on residential home sites  
Total area in subdivision is 14.602 acres in the city limits of Ovilla.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

*I move to approve the preliminary plat application filed by Massey Shaw for Bryson Manor Subdivision Phase 2, located at the NE corner of Bryson Lane and Shiloh Road.*



CITY OF OVILLA
APPLICATION FOR PRELIMINARY PLAT APPROVAL

Preliminary Plat

Applicant Massey Shaw Phone 214-803-4939

Mailing Address 11015 Royalshire Drive Dallas, Texas 75203

Applicant's Interest in Property owner (owner, agent, lessee, option to buy, etc.)

Engineer or Land Planner Atlas Associates, Inc Phone 972-921-4206

Mailing Address PO Box 185 Milford, Texas 76670

Location of Property NE Corner of Bryson Road and Shiloh Road

City Limits Extraterritorial Jurisdiction (E.T.J)

Subdivision Name Bryson Manor Phase 2

Area in Subdivision: 14.602 Total Acres 30 Number of Lots 17,162 Average Lot Size

Fee Due City for Application \$ 1,900.00 calculated as follows:

Preliminary Plat

\$ 400 Application Fee

\$ 50 per lot X 30 total number of lots, plus

\$ 50 per acre X each acre not designated as a subdivision lot (not to include streets)

- Plus \$50 per acre not designated as a subdivision lot (Residential)
Plus 100% of engineering costs associated with review in excess of amount paid in initial fees.

Inspection Fees (inspection of utilities, infrastructure, etc.) Calculated by multiplying the cost estimate of the subdivision improvements by the applicable percentage.

Table with 2 columns: Subdivision Improvements Cost Estimate, Applicable Percentage. Rows include cost ranges from \$200,000 or less to more than \$600,000.

COPY

Minimum Fee:

1. Standard subdivision procedure: \$3,750.00
2. Short form procedure: \$400.00

Plat amendment:

1. Application fee: \$400.00
2. Engineering fee: \$50.00 per lot residential  
\$50.00 per lot non residential

(Plus, 100% of engineering costs associated with review in excess of amount paid above)

Received on 3. <sup>7</sup> 2016

Official Filing Date 4.8.2016

COPY

**PRELIMINARY PLAT WAIVER**

PLEASE CHECK ONE:

I hereby request that this plat not be placed on a Planning and Zoning Commission agenda until all staff & engineering comments have been addressed.

I hereby request that this plat be placed on the agenda for action at the first available Planning and Zoning Commission meeting even if staff comments have not been addressed and the plat is not in compliance with City Code. I realize this will likely result in a disapproval of my application and I will be required to pay new filing fees. If this option is chosen, the following is required with this application:

**I. NUMBER OF COPIES TO SUBMIT**

**Preliminary Plat**

**1. First Submittal**

- a. 15 Copies of the Preliminary Plat
- b. 2 Copies of Preliminary Utility Plan
- c. 2 Copies of Preliminary Drainage System Plan

**2. Second Submittal (If Necessary)**

- a. 15 Copies of Revised Preliminary Plat and plans based on City Engineer's Comments

I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.

PRINT NAME: Shahkarami

SIGN NAME: [Signature] 3-3-2016



\_\_\_\_\_  
OWNER/AUTHORIZED AGENT OWNER/AUTHORIZED AGENT

\_\_\_\_\_  
TITLE & COMPANY NAME DATE

TAX CERTIFICATE



COPY

JOHN BRIDGES RTA, CTA, CSTA  
ELLIS COUNTY TAX OFFICE TAX ASSESSOR - COLLECTOR  
P.O. DRAWER 188 109 S. JACKSON RM T125  
WAXAHACHIE, TX 75168

Issued To:  
SHAW DEVELOPMENT GROUP LLC  
11015 ROYALSHIRE  
DALLAS, TX 75230

Legal Description  
80 J R BILLINGSLEY 124.85 ACRES

Parcel Address: SHILOH RD  
Legal Acres: 124.8500

< - - -

- - - >

Account Number: 180197  
Certificate No: 229865963  
Certificate Fee: \$10.00

Print Date: 02/29/2016  
Paid Date: 02/29/2016  
Issue Date: 02/29/2016  
Operator ID: CBENHAM

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2015. ALL TAXES ARE PAID IN FULL

Exemptions:

OPEN SPACE 1-D-1

Certified Owner:

SHAW DEVELOPMENT GROUP LLC  
11015 ROYALSHIRE  
DALLAS, TX 75230

Certified Tax Unit(s):

70 ELLIS COUNTY  
170 LTRD  
208 MIDLOTHIAN ISD  
362 CITY OF OVILLA

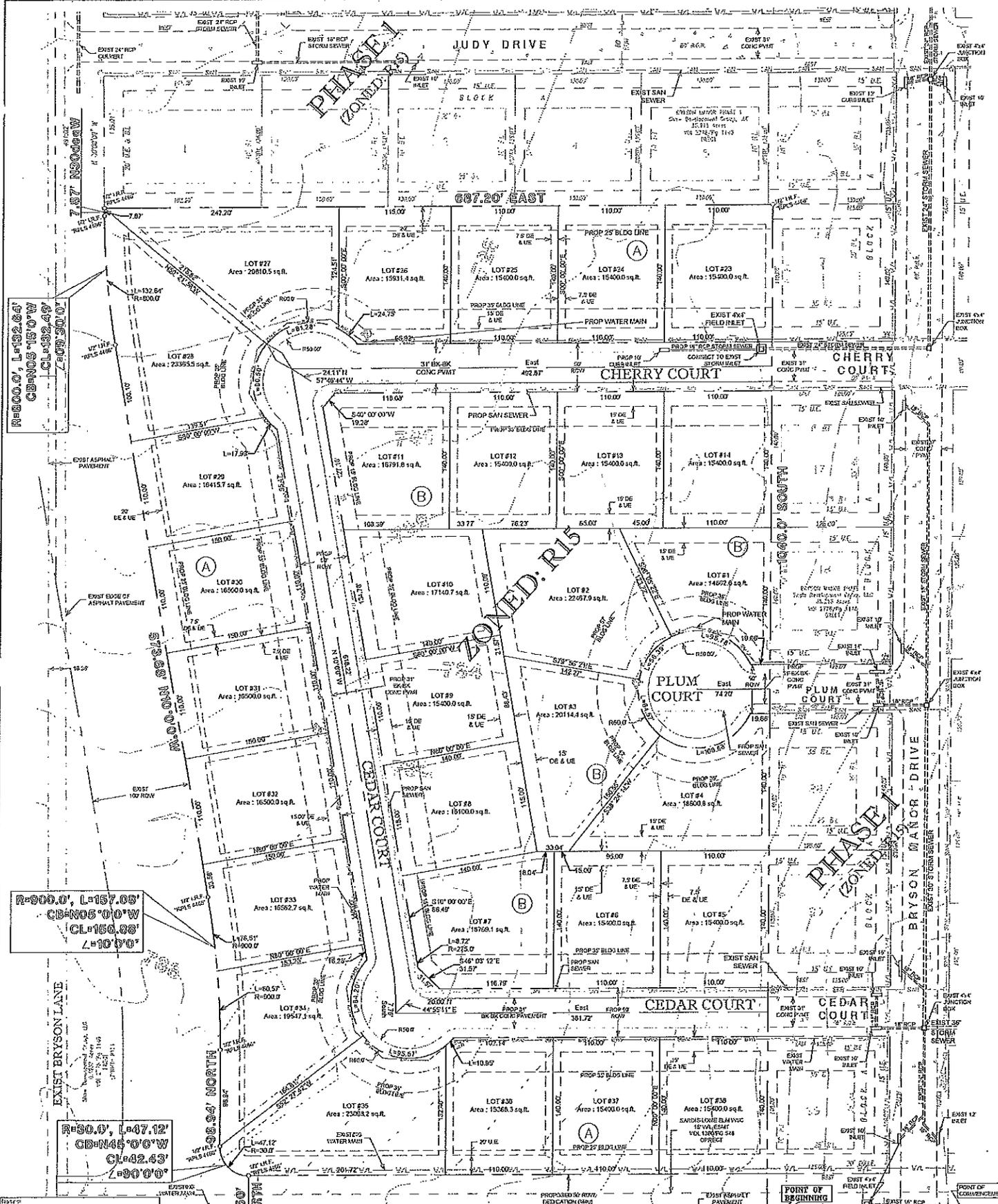
2015 Value:	1,067,470
2015 Levy:	\$11,427.99
2015 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By:

JOHN BRIDGES RTA, CTA, CSTA  
ELLIS COUNTY TAX OFFICE TAX ASSESSOR - COLLECTOR



R=900.0', L=192.64'  
CB=N05°15'0"W  
CL=132.49'  
Z=09°30'0"

R=900.0', L=157.08'  
CB=N05°0'0"W  
CL=156.88'  
Z=10°0'0"

R=30.0', L=47.12'  
CB=N45°0'0"W  
CL=42.43'  
Z=00°0'0"

Notes:  
1. No portion of this property lies within a 100 year flood plain, according to the Flood Insurance Rate Map for Ellis County, Map #24000-01, dated June 3, 2010.  
2. The developer warrants that the plat is a true and correct representation of the actual survey and that the plat is a true and correct representation of the actual survey and that the plat is a true and correct representation of the actual survey.  
3. The plat is a true and correct representation of the actual survey and that the plat is a true and correct representation of the actual survey.

Survey Development Group, L.P.  
1105 Fossil Ridge Lane  
Dallas, Texas 75223  
Bryan Development Group (Trust)  
-214-583-1239  
Contact: Atlas Associates, Inc.  
P.O. Box 105  
447 S. Co. Texas 75670  
Alice L. Lott, F.E.  
409-921-4246  
Walker Land Surveying Company  
P.O. Box 2911  
146 Westside, Texas 75160  
Thomas Walker, F.S.



Preliminary Plat  
**BRYSON MANOR PHASE 2**  
30 Single Family Residential Lots  
Being a 14.602 acre addition  
J. R. Billingsley Survey, Abst. 81  
City of Owilla, Ellis County, Texas  
8/14/2015

Property Description

Being all that certain parcel of land situated in the J.R. BILLINGSLEY SURVEY, ABSTRACT NO. 80, in the City of Ovilla, Ellis County, Texas, and being a portion of the 124.850 acre tract of land conveyed to Shaw Development Group, LLC by Special Warranty Deed recorded in Volume 2779, Page 1148 of the Official Public Records of Ellis County, Texas (OPREC), and being more particularly described as follows:

COMMENCING at a cotton gin spike set in the south line of said Shaw Tract and in the south line of said Billingsley Survey and in the north line of the J. Barry Survey, Abstract No. 88 and in Shiloh Road (a county road) for the southerly southeast corner of this tract and which bears West, a distance of 299.35 feet from the southerly southeast corner of said Shaw Tract and POINT OF BEGINNING;

THENCE WEST (Dead - Bearing Basis Line), along the south line of said Shaw Tract and the common Billingsley-Barry survey line and along Shiloh Road, a distance of 531.72 feet to a cotton gin spike set for the southwest corner of this tract and of the southeast terminus of the east line of the proposed right of way of Bryson Road (100 foot right of way);

THENCE NORTH, along the west line of this tract and the east line of the proposed right of way of Bryson Road, a distance of 30.00 feet to a 1/2" iron rod found marked "RPLS 4466" for corner at the beginning of a curve to the right having a radius of 30.00 feet and a central angle of 90°00'00";

THENCE in a northwesterly direction along the arc of said curve and continuing along the east line of proposed Bryson Road, a distance of 47.12 feet (Long Chord - N 45°00'00"W, 42.43 feet) to a 1/2" iron rod found marked "RPLS 4466" for corner;

THENCE NORTH, continuing along the east line of proposed Bryson Road, a distance of 95.94 feet to a 1/2" iron rod found marked "RPLS 4466" at the beginning of a curve to the left having a radius of 900.00 feet and a central angle of 10°00'00";

THENCE in a northerly direction along the arc of said curve and along the east line of proposed Bryson Road, a distance of 157.08 feet (Long Chord - N 05°00'00"W, 156.68 feet) to a 1/2" iron rod found marked "RPLS 4466" for corner;

THENCE N 10°00'00"W, continuing along the east line of proposed Bryson Road, a distance of 573.68 feet to a 1/2" iron rod found marked "RPLS 4466" for corner at the beginning of a curve to the right having a radius of 599.00 feet and a central angle of 09°30'00";

THENCE in a northerly direction along said curve and continuing along the east line of said proposed Bryson Road, a distance of 132.64 feet (Long Chord - N 05°15'00"W, 132.49 feet) to a 1/2" iron rod found marked "RPLS 4466" for corner;

THENCE N 00°30'00"W, continuing along the east line of proposed Bryson Road, a distance of 7.87 feet to a 1/2" iron rod found marked "RPLS 4466" for the northwest corner of this tract;

THENCE EAST, along the north line of this tract, a distance of 687.20 feet to a 1/2" iron rod found marked "RPLS 4466" for the northeast corner of this tract;

THENCE SOUTH, along the east line of this tract, a distance of 1040.00 feet to the PLACE OF BEGINNING and containing 14,602 acres of land as survey on the ground.

NO HOUSE, DWELLING UNIT OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION BY THE OWNER UNTIL:

- 1. Such time as the developer and/or owner has complied with requirements of the platting ordinance of the City of Ovilla regarding improvements with respect to the entire block on the street and/or streets on which the property abuts, including the actual installation of streets with the required base and paving, curb and gutter, oil utilities, drainage structures, and storm sewers and alleys, all according to the specifications and standards of the City of Ovilla and such improvements have been inspected by the City of Ovilla and accepted for utility, use and maintenance, or
2. Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the City Engineer, compiled on a private commercial rate basis, has been made with the City accompanied by an agreement signed by the developer and/or owner, authorizing the City to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Interest on an escrow deposit shall be accumulated in the account and may be used as needed to cover increases in construction costs and any surplus resulting at completion shall be refunded to the developer and/or owner. Such deposit may be used by the developer and/or owner as progress payments as the work progresses in making such improvements by making certified requisitions to the City, supported by evidence of work completed, or
3. Until the developer and/or owner files a corporate surety bond with the City in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the City Council, or
4. The requirements with respect to street, drainage and utility improvements are made to insure the installation of such street improvements and to give notice to such owner and to each prospective owner of lots in this subdivision that no house or building can be constructed on any lot in this subdivision until said street improvements are actually made or provided for on the entire block on the street and/or streets on which the property abuts as described herein.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Ovilla, Texas.

SHAW DEVELOPMENT GROUP, L.L.C.

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Notary Public

OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF ELLIS:

That We, being the owners of that certain tract of land hereinafter described as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, SHAW DEVELOPMENT GROUP, L.L.C., being the owners of the above referenced parcel of land, do hereby adopt this plat designating the herein above described property as the Preliminary Plat of Bryson Manor Phase 2, an addition to the City of Ovilla, Texas, and do hereby dedicate to the City of Ovilla for public use, the streets shown hereon and we do hereby reserve the easements shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility approved by the City shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easements for the inspecting, patrolling, maintaining, and adding to or removing all or part of its respective purpose of construction or reconstruction system. No house dwelling unit, or other structure shall be constructed on any lot in this addition by anyone until all requirements of the Subdivision Ordinance have been met.

Masoud Shakerani (Massey Shaw)
SHAW DEVELOPMENT GROUP, L.L.C.

State of Texas

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Masoud Shakerani (Massey Shaw) known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose herein expressed and in the capacity stated.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas

CITY OF OVILLA PLANNING AND ZONING COMMISSION CERTIFICATE OF APPROVAL:

I hereby certify that the plat shown hereon and designated as the Preliminary Plat of Bryson Manor Phase 2, an addition to the City of Ovilla, Ellis County, Texas, was approved the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Planning and Zoning Commission of the City of Ovilla, Texas.

City Secretary

Chairperson, Planning and Zoning Commission

CITY OF OVILLA CITY COUNCIL CERTIFICATE OF APPROVAL:

I hereby certify that the plat shown hereon and designated as the Preliminary Plat of Bryson Manor Phase 2, an addition to the City of Ovilla, Ellis County, Texas, was approved the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City Council of the City of Ovilla, Texas. Said addition shall be subject to all the requirements of the Subdivision Ordinance of the City of Ovilla, Texas.

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

Mayor

City Secretary

Surveyor's Declaration

KNOW ALL MEN BY THESE PRESENTS:

That I, J. Shawne Walker, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown thereon as set were properly placed by myself or under my direct and personal supervision in accordance with the Subdivision Ordinance of the City of Ovilla, Texas.

J. Shawne Walker, R.P.L.S.
Texas Registration No. 5331

Engineer's Declaration

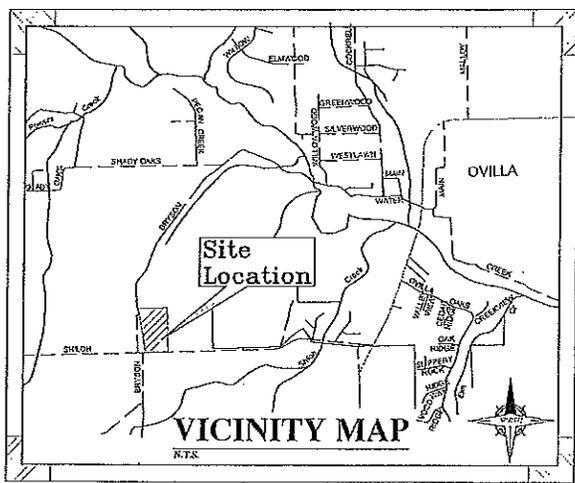
KNOW ALL MEN BY THESE PRESENTS:

That I, Alan Lauboff, P.E., do hereby declare that I prepared construction plans for this plat in accordance with the subdivision regulations of the City of Ovilla, Texas.

Alan Lauboff, P.E.
Alfa Associates, Inc.
Texas Firm Registration No. F-9577

SUBDIVISION DATA
• Building Lines: 35' minimum
• Front building line: 35' minimum
• Easement Lines: 15' easement along front property lines, 15' easement along rear property lines and any other as shown on plat. All easements are utility & drainage easements.
• No building shall be constructed until this Plat is accepted and filed with the City of Ovilla, Ellis County.

WATER MAIN NOTE
THE SUBJECT PROPERTY IS TO BE SERVED BY CARBOL-LINE ELM WATER MAIN.



- Owner/Developer: Shaw Development Group, L.L.C.
11015 Royalshire Drive
Dallas, Texas 75229
Masoud Shakerani (Massey Shaw)
(214) 893-4599
Engineer: Alfa Associates, Inc.
P.O. Box 195
Hirford, Texas 75670
Alan Lauboff, P.E.
(972) 321-4606
Surveyor: Walker Land Surveying Company
P.O. Box 2311
Waco, Texas, Te. 76788
Shawne Walker, RPLS
(972) 438-8493

Preliminary Plat
BRYSON MANOR PHASE 2
30 Single Family Residential Lots
Being a 14,602 acre addition
J. R. Billingsley Survey, Abst. 81
City of Ovilla, Ellis County, Texas

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

April 8, 2016

Mr. Dennis Burn, P.E.  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

Re: Bryson Manor - Phase 2  
Preliminary Plat, & Drainage Plan

Dear Mr. Burn:

We have completed our second review of the Preliminary Plat, and Drainage Plan for the Bryson Manor – Phase 2 Addition along with our first review of the Utility Plan. Our review is for compliance with the City's Subdivision Ordinances and Good Engineering Practice, and does not relieve the Design Engineer of record of his responsibilities under the Texas Engineering Practice Act. We offer the following comments.

**Preliminary Plat**

1. The City of Ovilla's Subdivision Ordinance requires the construction of alleyways behind all non-perimeter lots. However, it does not appear to be feasible to construct alleyways behind the non-perimeter lots as the Bryson Manor - Phase 1 Addition is not shown to have alleyways. A separate written letter requesting a variance to eliminate alleyways must be prepared by the developer for action by the City with a justification for the waiver. They have indicated the City took no action on the variance.

We are available at your convenience to discuss any questions that you may have with our review.

Sincerely,



John W. Birkhoff, P.E.



P.O. Box 185  
Milford, TX 76670  
(972) 921-4206  
(469) 327-2527 Fax  
www.aa-i-texas.com

April 4, 2016

Dennis Burn, P.E.  
City Administrator  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154  
(972) 617-7262

**RE: Variance Request for future Bryson Manor Phase 2**

Dennis Burn:

With this Preliminary Plat submittal showing future Bryson Manor Phase 2, we are requesting a variance from the City of Ovilla Subdivision Ordinance requirement for alleys for non-perimeter lots narrower than 130' wide.

We would like to keep the R15 Zoning District minimum lot width of 110' for all lots shown on the enclosed Preliminary Plat.

Also, we are asking for a variance from the maximum density of 2 units per acre. The proposed Bryson Manor Phase 2 consists of 14.602 acres and is showing 30 proposed lots, this would be 2.05 units/acre.

The existing Bryson Manor Phase 1 consists of 35.213 acres of land with 59 lots, which is 1.68 units/acre. Combining Phase 1 & 2 would be 49.812 acres of land with 89 lots, this is 1.79 units/acre.

Please contact me if you have any questions.

Respectfully,

Alan Lauhoff, P.E.  
Atlas Associates, Inc.

Encl. Preliminary Plat for Bryson Manor Phase 2

*Rachel Huber, Councilmember, Place 1  
Larry Stevenson, Councilmember, Place 2  
David Griffin, Councilmember, Place 3*



*Richard Dormier, Mayor*

*Doug Hunt, Councilmember, Place 4  
Dean Oberg, Councilmember, Place 5  
Dennis M. Burn, City Manager*

April 8, 2016

Mr. Alan Lauhoff, P.E.  
Atlas Associates, Inc.  
P.O. Box 185  
Milford, Texas 76670

Re: Bryson Manor Phase 2 Preliminary Plat

Dear Mr. Lauhoff:

The Preliminary Plat has been reviewed and has been determined to be in compliance with the general provisions of the regulations of the City of Ovilla. Therefore, April 8, 2016 is the official filing date of the Preliminary Plat. The Preliminary Plat will be placed on the Monday, May 2, 2016 Planning and Zoning Commission agenda for their consideration. The Preliminary Plat will be placed on the Monday, May 9, 2016 City Council agenda for their consideration.

I appreciate your efforts in the preparation and submittal of the Preliminary Plat and the supporting documents.

Respectfully,

Dennis M. Burn, P.E.  
City Manager



**City of OVILLA Planning & Zoning Commission  
Recommendation**

**Case No. PZI 6.3** - Review and consideration of a preliminary plat application filed by Massey Shaw for Bryson Manor Phase II Subdivision, located at the NE corner of Bryson Lane and Shiloh Road, and forward recommendation to the Ovilla City Council.

\*\*\*\*\*

**PLANNING AND ZONING Members present, and upon a record vote of:**

PL1 Jungman	<u>Absent</u>	PL5 Zabochnik	<u>AYE</u>
PL2 Yordy	<u>AYE</u>	PL6 Hart	<u>Absent</u>
PL3 Lynch	<u>AYE</u>	PL7 Zimmermann	<u>AYE</u>
PL4 Whittaker	<u>AYE</u>		

5      **FOR**

0      **AGAINST**

0      **ABSTAIN**

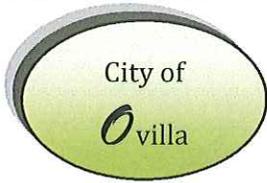
\*\*\*\*\*

*C. Lynch*  
Presiding Officer of P&Z

5.2.2016  
Date

*G. Miller*  
Board Secretary

5.2.2016  
Date



AGENDA ITEM REPORT
Item 2

Meeting Date: May 09, 2016

Department: Administration

[X] Discussion [X] Action

Budgeted Expense: [ ] YES [ ] NO [X] N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By: [X] City Manager [X] City Secretary [X] City Attorney

[ ] Accountant [ ] Other: Staff

Attachments:

- 1. Deed of Dedication

Agenda Item / Topic:

- 2. DISCUSSION/ACTION - Consider approval of the Deed of Dedication of Public Utilities (Wastewater System) in connection with the Bryson Manor development, authorizing the Mayor to execute said document.

Discussion / Justification:

This Deed of Dedication of Public Improvements is for the construction of the wastewater system improvements that serves the three phases of Bryson Manor. The improvements consist of the sewer main, services up to the property line, manholes and the connection of the sewer main to the existing TRA manhole (off-site). This Deed has been reviewed and approved by our attorney. The Deed has been signed by the developer.

A letter accepting these improvements has been forwarded to the developer.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move to approve the Deed of Dedication of Public Utilities (Wastewater System) in connection with the Bryson Manor development, authorizing the Mayor to execute said document.

**DEED OF DEDICATION OF PUBLIC UTILITIES**  
**(Wastewater Systems)**

**THIS DEED OF DEDICATION OF PUBLIC UTILITIES** (the "Dedication") is hereby made and entered into this 9th day of May, 2016 by **SHAW DEVELOPMENT, LLC**, a Texas limited liability company ("Grantor"), in favor of **THE CITY OF OVILLA, TEXAS**, a Texas municipality ("Grantee"), as follows:

**WHEREAS**, pursuant to the terms and provisions of the Development Agreement, dated May 15, 2015, between Grantor and Grantee, Grantor agreed to design, build, and construct the Wastewater Systems Improvements (as defined in the Development Agreement) in and on (a) certain real property consisting of 124.85 acres located in the City of Ovilla, Ellis County, Texas (the "Property"), as described in Exhibit A-1 of the Development Agreement and (b) the easement estate (the "Wastewater Easement") described in Exhibit A-2 of the Development Agreement, for servicing the subdivision known as Bryson Manor (the "Subdivision"); and

**WHEREAS**, Grantor has completed the construction of the Wastewater System Improvements for the Subdivision and now desires to dedicate, transfer, and convey such Wastewater System Improvements to the Grantee in accordance with the terms of the Development Agreement.

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby **DEDICATE, GRANT, TRANSFER, ASSIGN, AND CONVEY** unto the Grantee, the following, to-wit:

Any and all right, title, and interest in and to the Wastewater System Improvements, together with any and all pipes, lines, equipment, accessories and appurtenances thereto, installed in and on the Property and the Wastewater Easement up to and excluding the manhole or cleanout at the property line of the respective Lots of the Subdivision, as shown on the Final Plat, dated February 25, 2015, and Construction Plans, dated March 5, 2015, of the Subdivision.

Grantor covenants that it is the rightful and lawful owner of the aforescribed Wastewater System Improvements and that it has the legal right and authority to convey the same to the Grantee; free and clear from all encumbrances; that it, the Grantor, will execute such further assurances of the said Wastewater System Improvements as may be

Improvements as may be reasonably required by Grantee, and that Grantor has done no act to encumber the said Wastewater System Improvements.

The Grantee may do and perform all acts necessary to construct, operate maintain, inspect, replace, and remove said Wastewater System Improvements along, across, over, and under said the Wastewater Easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which may encroach upon, burden, or interfere with the rights herein granted. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Wastewater Easement area for any and all purposes which do not interfere with or prevent the use by Grantee of the rights and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee.

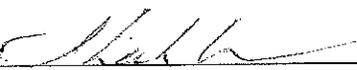
The dedication, rights, and privileges herein granted shall be perpetual and exclusive, and Grantor covenants that Grantor will not convey any other right, within or conflicting with the area of the Wastewater and the Wastewater Easement. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee. Grantor, will execute such further assurances of the said Systems as may be reasonably required by Grantee, to effectuate the purposes and intent of this Dedication.

**TO HAVE AND TO HOLD** the above described Wastewater System Improvements unto the said Grantee, its successors, assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this the 9th day of May, 2016.

**GRANTOR:**

**SHAW DEVELOPMENT, LLC,**  
a Texas Limited Liability Company

By:   
\_\_\_\_\_  
MASSOUD SHAHKARAMI  
a/k/a MASSEY SHAW,  
Manager

**ACCEPTED BY GRANTEE:**

**THE CITY OF OVILLA, TEXAS,**  
A Texas Municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

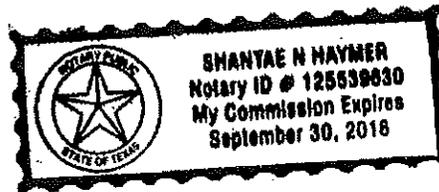
STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

**BEFORE ME** the undersigned authority, this instrument was acknowledged before me by MASSOUD SHAHKARAMI a/k/a MASSEY SHAW, the Manager and duly-authorized representative of SHAW DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said company, on the 2nd day of May, 2016.

*Shantae N. Haymer*  
Notary Public - State of Texas

My Commission expires:

9-30-18



**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF ELLIS     §

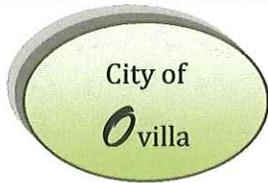
BEFORE ME the undersigned authority, this instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ and duly-authorized representative of THE CITY OF OVILLA, TEXAS, a Texas municipality, on behalf of said company, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public - State of Texas

My Commission expires:

\_\_\_\_\_  
**UPON RECORDING, RETURN TO:**

City of Ovilla, Texas  
Attention: City Manager  
City Hall  
105 Cockrell Hill Rd.  
Ovilla, Texas 75154



# Ovilla City Council

## AGENDA ITEM REPORT Item 3

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other: G. Miller

### Attachments:

1. Current list of members
2. Attendance record and brief annual summary

### Agenda Item / Topic:

3. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointments and/or reappointments to serve a term on the Board of Adjustment and direct staff as necessary.

### Discussion / Justification:

The Board of Adjustment consists of a five-member board and two alternates. Each member and alternate member shall be appointed by the City Council for a two-year term. Current terms expiring in July are:

Jamie Hilburn, PL2 – Does not desire reappointment  
Stephanie Albright, PL4 – No response  
Jeanne Ham, PL6 – Does not desire reappointment

This presents open seats on this board.

- Municipal Services Advisory Committee (MSAC) Member Ozzie Molina has voiced desire to serve on a board that meets monthly and/or more active.

### Recommendation / Staff Comments:

N/A

### Sample Motion(s):

*"I move that Council APPOINT / REAPPOINT:*

1. \_\_\_\_\_
2. \_\_\_\_\_

*To the Volunteer Board of Board of Adjustment."*

*-And/or-*

*"I move that Council direct staff to solicit for applications for BOA appointment consideration."*

# BOA Information Sheet



**Personal- Do not Give Out!**

<b>MEMBERS:</b>	
<b>RICHTSMEIER, Carol 2017 PL1</b>	<b>HILBURN, Jamie (Brent) 2016 PL2</b>
925 Red Oak Creek Dr.	909 Slippery Elm
Ovilla, TX 75154	Ovilla, TX 75154
Hm:	Hm: N/A
Wk: N/A	Wk: '
Cell: N/A	Cell:
E-Mail:	E-Mail
<b>BETIK, Barbara CHAIR 2017 PL3</b>	
601 Buckboard Trail	
Red Oak, TX 75154	
Hm:	
Wk: N/A	
Cell: N/A	
E-Mail:	
<b>ALBRIGHT, Stephanie 2016 PL4</b>	
206 Split Rock Terrace	
Ovilla, TX 75154	
Hm: '	
Wk:	
Cell: N/A	
E-Mail:	
<b>Ware, Richard Vice Chair (Lisa) 2017 PL5</b>	
116 Water Street	
Ovilla, TX 75154	
Hm:	
Wk:	
Cell: N/A	
E-Mail:	
<b>ALTERNATES</b>	
<b>CAWLEY, Sandy 2017 PL7</b>	<b>HAM, Jeanne 2016 PL6</b>
711 Buckboard St.	106 Oak Forest Lane
Ovilla, TX 75154	Ovilla, TX 75154
Hm: †	Hm:
Wk: N/A	Wk: Retired
Cell: N/A	Cell: †
E-Mail:	Email:
Last update 05.2015	



Pamela Woodall  
City Secretary

---

**DATE:** May 09, 2016  
**TO:** Honorable Mayor and Council Members  
**CC:** City Manager Dennis Burn  
**FROM:** Pamela Woodall  
**SUBJECT:** Board of Adjustment - Summary Report

---

During the Fiscal Year **2014-2015**, **8** appeal applications were submitted to the Board of Adjustment for consideration.

**Special Exceptions: 2**

Fence; Building Line: **2** - **Approved**

**Variances: 6**

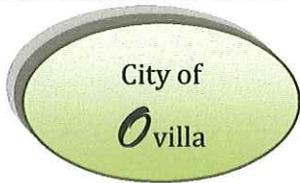
Acc. Bld'g. FF Doors: **2 - Approved**  
Acc. Bld'g. Detached Car Port: **1 - Approved**  
Acc. Bld'g. Built prior to main dwelling: **1 - Approved**  
Acc. Bld'g. Property line: **1- Approved**  
Acc. Bld'g. Building w/electricity: **1 - Denied**

Compared to **12** total appeals to the BOA during **2013-2014**

YTD FY **2015-2016** – **9** appeals have been filed

	VOTE	NO MTG	NO MTG		NO MTG		NO MTG	TUE	TUE		NO MTG	
DA	2015.06.15	2015.07.20	2015.08.17	2015.09.21	2015.10.19	2015.11.16	2015.12.21	2016.01.18	2016.02.15	2016.03.21	2016.04.18	2016.05.16
air												
stik, B	✓			✓		✓		✓	✓	A		
bright, S	✓			✓		✓		✓	✓	✓		
Chair												
are, R	✓			✓		✓		A(WORK)	A(WORK)	✓		
lburn, J	✓			✓		SICK		✓	✓	A		
chtsmeier	A			✓		✓ LATE		A	✓	✓		
ernate												
wley, S	✓			✓		✓		✓	✓	✓		
ernate												
am, J	QUORUM			✓		✓		QUORUM	QUORUM	✓		
SEC	✓			✓		✓		✓	✓	✓		
ODE ENF	✓			✓		✓		✓	✓	✓		
DA SEC	✓			✓		✓		✓	✓	✓		
ther												

**BOA ATTENDANCE RECORD JUNE 2015 THROUGH MAY 2016**



# Ovilla City Council

## AGENDA ITEM REPORT Item 4

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: Staff

### Attachments:

1. Current list of members
2. Attendance Record
3. Application(s)

### Agenda Item / Topic:

4. **DISCUSSION/ACTION – Consideration** of and action on volunteer board appointments and/or reappointments to serve a term on the Economic Development Corporation (EDC) and direct staff as necessary.

### Discussion / Justification:

The Economic Development Corporation consists of a seven-member board. EDC Bylaws state each member shall be appointed by the City Council for a two-year term. Current terms expiring in June are:

Ronald Kingsley, PL (Does not desire reappointment)

Vacant, PL3

John Knight, PL5 (Does not desire reappointment to the EDC, but respectfully requests appointment to another Board.

Barbara Turner, PL7 (Desires reappointment)

The EDC has struggled this past fiscal year with absences and several missed meetings due to a lack of a quorum.

- Staff received requests from two members on the Municipal Services Advisory Committee (MSAC) wishing reassigned to the EDC. Those MSAC members are Scott Surplus and Ozzie Molina. (Mr. Molina asked to serve on a more active board to include EDC.)
- One application is on file from 2015 from Mr. Bob Betik, checking on his application form his first choice board to serve on is the EDC.

### Recommendation / Staff Comments:

### Sample Motion(s):

*I move that Council REAPPOINT:*

1. \_\_\_\_\_, and;

*I move that Council APPOINT:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

to serve a term on the volunteer board of the Economic Development Corporation (EDC).

-And/or-

*I move that Council direct staff to continue accepting applications for EDC appointment consideration.*

# EDC

			No Mtg	No Mtg			No Mtg	No Mtg	No Quorum		No Quorum	
	June 15, 2015	July 20, 2015	No Mtg in August	No Mtg in September	October 19, 2015	November 16, 2015	December 21, 2015	January 18, 2016	Tues-February 16, 2016	March 21, 2016	April 18, 2016	May 16, 2016
PL4 Jones	X	X			X	X			X	X	X	
PL1 Kingsley	X	Absent			X	X			Absent	Absent	Absent	
PL2 Fox	Absent	Absent			X	X			Absent	X	Absent	
PL3 Staalsen/Vacant effective 10-1	X	Absent			Vacant	Vacant			Vacant	Vacant	Vacant	
PL5 Knight	X	X			Absent	X			X	Absent	Absent	
PL6 Sims	X	X			X	Absent			X	X	Absent	
PL7 Turner	X	X			Absent	X			Absent	X	X	
CM					X	X			X	X	X	
C-SEC	X	X			X	X			X	X	X	
CODE ENF	X	X			X	X			X	X	X	
Other												

Economic Development Corporation Commission Attendance June 2015 through May 2016



DATE RECEIVED



This Information is a Public Record
Public Service opportunities are offered by the City Of Ovilla without regard
To race, color, national origin, religion, sex or disability.

CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

The City of Ovilla desires qualified, interested citizens to serve on city boards and/or
commissions. We appreciate your interest in Ovilla's current needs and future. If you believe
you meet the requirements and have the allowed time to serve on a board or commission,
please complete the following.

Board and commission members must meet the required qualifications listed below:

- Be a resident of the city for at least 6 months prior to date of appointment;
Be a qualified voter at the time of the appointment;
Have no criminal record that is considered by the City Council to be so serious that it serves as a
disqualification (i.e. felony conviction);
Not be an adversary party to pending litigation or claim against the city (except for eminent
domain proceedings);
Not to be an employee or a business associate of either an adversary party or a representative of
an adversary party;
Not in arrears on city taxes, water service charges or other obligations owed to the city; and
Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order
of your preference by placing a number in the space to the left of the board/commission/committee for
which you are applying (#1 being your 1st choice, #3 being your last choice)

BOARDS AND COMMISSIONS

- 1 X Planning and Zoning Commission
2 Board of Adjustment
3 Economic Development Corporation
4 Municipal Development District
5 Capital Improvement Projects
6 Park Development & Improvement

MEETING INFORMATION

- 1st Monday of each month - 7:00 PM
3rd Monday of each month - 7:00 PM
Every 3rd Monday or as necessary - 6:00 PM
As necessary
As necessary
As necessary

NAME Ozzie Molina
HOME ADDRESS 224 Lariat Tr
Ovilla TX 75154
HOW LONG HAVE YOU LIVED IN OVILLA? 17yr EMAIL
HOME TELEPHONE BUSINESS TELEPHONE Retired
PROFESSION retired sales
INTERESTS Volunteering, Community involvement

1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

can read blueprints (worked for TI)  
owner of a business (restaurant) in past

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

no

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY?

If yes to one or both, please list the municipality, committee and dates served:

no

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- ❖ Volunteer for Friends of Tri-City Animal Shelter
- ❖ Volunteer for Ellis County A.M. Club
- ❖ \_\_\_\_\_

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) retired

**STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied.**

Oswaldo Molina  
SIGNATURE

7/28/14  
DATE

Ozzie Molina  
PRINTED NAME OF APPLICANT



CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED \_\_\_\_\_ COMMITTEE APPOINTED TO \_\_\_\_\_

RETURN TO CITY HALL,  
105 SOUTH COCKRELL HILL ROAD,  
OVILLA, TX 75154  
972-617-7262

ATTENTION: Pamela Woodall

DATE RECEIVED:



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**CITY OF OVILLA**  
**BOARDS AND COMMISSIONS**  
**INFORMATION STATEMENT AND APPLICATION**

*The City of Ovilla desires qualified, interested citizens to serve on city boards and/or commissions. We appreciate your interest in Ovilla's current needs and future. If you believe you meet the requirements and have the allowed time to serve on a board or commission, please complete the following.*

**Board and commission members must meet the required qualifications listed below:**

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1<sup>st</sup> choice, #3 being your last choice)

BOARDS, COMMISSIONS, COMMITTEES	MEETING INFORMATION
<u>1</u> Planning and Zoning Commission	1 <sup>ST</sup> Monday of each month or as necessary – 7:00 PM
Board of Adjustment	3 <sup>rd</sup> Monday of each month or as necessary – 7:00 PM
<u>2</u> Economic Development Corporation	3 <sup>rd</sup> Monday of each month or as necessary – 6:00 PM
Municipal Development District	As necessary
<u>3</u> Capital Improvement Projects	As necessary
Park Development & Improvement	As necessary

NAME SCOTT SURPLUS

HOME ADDRESS 102 RIMROCK CT  
OVILLA, TX 75154

HOW LONG HAVE YOU LIVED IN OVILLA? 22 years EMAIL \_\_\_\_\_

HOME TELEPHONE XXXXXXXXXXXXXXX BUSINESS TELEPHONE \_\_\_\_\_

PROFESSION RETIRO - WAS FINANCIAL VICE PRESIDENT OF FORTUNE 500 COMPANY

INTERESTS TRAVEL, GOLF, INVESTING, CHURCH

1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

SERVED OR PARTICIPATED IN MANY COMMITTEES / BOARD MEETINGS IN CORPORATE WORLD AND CHURCH

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY?

If yes to one or both, please list the municipality, committee and dates served:

NO

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- ❖ CHURCH ACTIVITIES
- ❖ BIG BROTHER PROGRAM
- ❖

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) RETIRED

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

Scott C Surplus  
SIGNATURE

6/30/14  
DATE

SCOTT C SURPLUS  
PRINTED NAME OF APPLICANT



CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED \_\_\_\_\_ COMMITTEE APPOINTED TO \_\_\_\_\_

RETURN TO CITY HALL,  
105 SOUTH COCKRELL HILL ROAD,  
OVILLA, TX 75154  
972-617-7262

ATTENTION: Pamela Woodall

Hand delivered 5/13/15

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO [pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org)  
DATE RECEIVED:



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To race, color, national origin, religion, sex or disability.

received  
PW 5.13.15

**CITY OF OVILLA**  
**BOARDS AND COMMISSIONS**  
**INFORMATION STATEMENT AND APPLICATION**

*The City of Ovilla desires qualified, interested citizens to serve on city boards and/or commissions. We appreciate your interest in Ovilla's current needs and future. If you believe you meet the requirements and have the allowed time to serve on a board or commission, please complete the following.*

**Board and commission members must meet the required qualifications listed below:**

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1<sup>st</sup> choice, #3 being your last choice)

<b>BOARDS, COMMISSIONS, COMMITTEES</b>	<b>MEETING INFORMATION</b>
② ✓ Planning and Zoning Commission	1 <sup>ST</sup> Monday of each month or as necessary – 6:00 PM
Board of Adjustment	3 <sup>rd</sup> Monday of each month or as necessary – 7:00 PM
① ✓ Economic Development Corporation	3 <sup>rd</sup> Monday of each month or as necessary – 6:00 PM
— Municipal Development District	As necessary
— Municipal Services Advisory Committee	As necessary
③ ✓ Park Development & Improvement	As necessary

NAME BOB A. BETIK

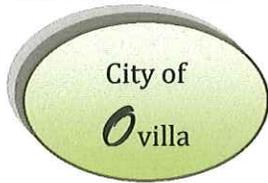
HOME ADDRESS 601 BUCKBOARD TRAIL  
RED OAK (OVILLA) TX, 75154

HOW LONG HAVE YOU LIVED IN OVILLA? 32 YRS EMAIL XXXXXXXXXXXXXXXXXXXXXXXXXXXX

HOME TELEPHONE 972-217-3995 BUSINESS TELEPHONE XXXXXXXXXXXXXXXXXXXXXXXXXX

PROFESSION RETIRED

INTERESTS HOME PROJECTS, TRAVEL, VOLUNTEER WORK



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 5

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other: G. Miller

**Attachments:**

1. List of current members
2. Attendance records

**Agenda Item / Topic:**

5. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointment and/or reappointments to serve a term on the Municipal Services Advisory Committee (MSAC) and direct staff as necessary.

**Discussion / Justification:**

The MSAC, established July 28, 2014, consists of three-resident members and two ex-officio members, Public Works Director and City Manager. This Committee serves to assess current and future development and capital improvement budget recommendations. This committee works strictly as an advisory committee to the Council. MSAC meetings are the first Tuesday of the month, meeting quarterly or as needed at 5:00 p.m. MSAC has not met this fiscal year. This Committee serves a two-year term, but with the possibility of losing members, staff is bringing to Council. Members are:

- CM Dennis Burn
- PW Director Brad Piland
- Ozzie Molina
- Michael Myers
- Scott Surplus

Unless Council allows a council member to serve on this board, Mr. Myers will no longer be able to serve effective June 2016 – during budget time. (when he takes Place 5 seat on the Council) Mr. Molina and Mr. Surplus have also requested to serve on other boards.

**Recommendation / Staff Comments:**

N/A

**Sample Motion(s):**

*I move that Council APPOINT / REAPPOINT:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

*To the Volunteer MSAC Board.*

*-And/or-*

*I move that Council direct staff to solicit for applications for MSAC appointment consideration.*

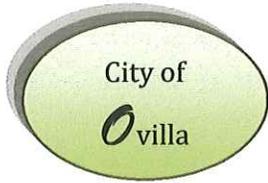


2014-2015 MSAC Attendance Record

MSAC	01.26.2015	04.04.2015	07.07.2015
Scott Surplus	X	X	ABSENT
Mike Myers	X	ABSENT	X
Ozzie Molina	X	X	X
Dept. Directors			
Brad Piland	X	X	X
Brandon Kennedy			X
Brian Windham			X
Interim CA		X	
CM-Burn			X
C-SEC	X	X	X
CODE ENF	X	X	X
ACCOUNTANT			X
Other			

2015-2016  
MSAC Attendance Record

	No Mtg			NO MTG		NO MTG						
MSAC	10.06.2015			01.05.2016		04.05.2016			07.05.2016			10.04.2015
<b>Scott Surplus</b>												
<b>Mike Myers</b>												
<b>Ozzie Molina</b>												
<b>Dept. Directors</b>												
<b>Brad Piland</b>												
<b>Brandon Kennedy</b>												
<b>Brian Windham</b>												
<b>CM-Burn</b>												
<b>C-SEC</b>												
<b>CODE ENF</b>												
<b>PW DIR</b>												
<b>Other</b>												



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 6

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, City Manager

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other: G. Miller

#### Attachments:

1. List of current members
2. Attendance record and brief annual summary

#### Agenda Item / Topic:

6. **DISCUSSION/ACTION** – Consideration of and action on volunteer board appointments and/or reappointments to serve a term on the Planning and Zoning Commission and direct staff as necessary.

#### Discussion / Justification:

The **Planning & Zoning Commission** consists of a seven-member volunteer board. Each member shall be appointed by the City Council for a two-year term. Current terms expiring are:

Michael Yordy, PL2 (Desires reappointment to serve another term)  
 Alan Whittaker, PL4 (Desires reappointment to serve another term)  
 Fred Hart, PL6 (Desires reappointment to serve another term)

Mr. Knight asked to leave the EDC Board to serve a seat on another Board, specifically inquiring about the P&Z.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

*I move that Council APPOINT / REAPPOINT:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

*To the Volunteer Planning and Zoning Commission.*

*-And/or-*

*I move that Council direct staff to solicit for applications for P&Z appointment consideration.*

# P&Z Information Sheet



Public Copy

<b>MEMBERS:</b>	
<b>JUNGMAN, Darrell 2017 PL1</b>	<b>* YORDY, Michael VICE CHAIR 2016 PL2</b>
907 A South Cockrell Hill Rd	103 Copperfield Court
Ovilla, TX 75154	Ovilla, TX 75154
Hm:	Hm:
Wk:	Wk:
Cell:	Cell:
E-Mail:	E-Mail:
<b>*LYNCH, Carol CHAIR 2017 PL3</b>	<b>WHITTAKER, Alan 2016 PL4</b>
316 Shadow Wood Trail	523 Johnson Lane
Ovilla, TX 75154	Ovilla, TX 75154
Hm:	Hm: !
Wk:	Wk: N/A
Cell:	Cell: N/A
E-Mail:	E-Mail:
<b>ZABOJNIK, John 2017 PL5</b>	<b>* HART, Fred 2016 PL6</b>
922 Red Oak Creek Dr.	202 Lariat Trail
Ovilla, TX 75154	Ovilla, TX 75154
Hm:	Hm:
Wk:	Wk:
Cell:	Cell:
E-Mail:	E-Mail:
<b>ZIMMERMANN, Bill (Kenda) 2017 PL7</b>	
622 William Drive	
Ovilla, TX 75154	
Hm: '	
Wk:	
Cell:	
E-Mail:	
Last update 11.2015	

(\*) DO NOT RELEASE INFORMATION

June 2015 - thru- May2016  
 Planning Zoning Commission Attendance Record

	NO MTG	NO MTG	NO MTG	NO MTG	VOTE	NO MTG		NO MTG	NO MTG	NO MTG			(EVEN)
P&Z	2015.06.01	2015.07.06	2015.08.03	2015.09.08	2015.10.05	2015.11.02	2015.12.07	2016.01.04	2016.02.01	2016.03.07	2016.04.04	2016.05.02	
PL1 Jungman					A		✓				A	A	
PL2 Yordy- VC					✓		✓				✓	✓	
PL3 Lynch- C					✓		✓				✓	✓	
PL4 Whittaker					✓		✓				✓	✓	
PL5 Vacant	Vacant			PL5 Zabojni	✓		✓				✓	✓	
PL6 Hart					✓		✓				✓	A	
PL7 Zimmermann					A		✓				A	✓	
PL5 Percy	Resigned												
CM					✓		✓				✓	✓	
C-SEC					✓		✓				✓	✓	
CODE ENF					✓		✓				✓	✓	
Board Sec					✓		✓				✓	✓	
Other							✓ PW						

↓  
 PER JACKIE -  
 "NO PRESSING ISSUES"  
 (NEW CA)



Pamela Woodall  
City Secretary

---

**DATE:** May 09, 2016  
**TO:** Honorable Mayor and Council Members  
**CC:** City Manager Dennis Burn  
**FROM:** Pamela Woodall  
**SUBJECT:** Planning & Zoning - Summary Report

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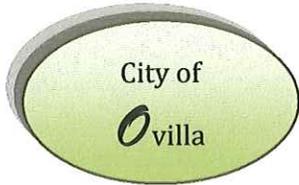
During the Fiscal Year 2014-2015, 5 topics were reviewed by the Planning & Zoning Commissioners.

**PLANNING AND ZONING: OCTOBER – SEPTEMBER**

- Planned Development – Ovilla Retail – ***Recommended to Council***
- Change in Zoning – MISD – ***Recommended to Council***
- Final Plat – Bryson Manor – ***Recommended to Council***
- Replat - Tanglewood Hollow PH II – ***Recommended to Council***
- Site Plan – MISD - ***Recommended to Council***

Compared to 28 total during 2013-2014  
(Most of which were Bear Creek Rezoning)

**YTD -7 Cases – 2015 - 2016**



# Ovilla City Council

## AGENDA ITEM REPORT

Item: 7

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Chief Windham

### Attachments:

1. Ordinance 2016-08 for consideration
2. Ordinance from Code (memorandum from City Manager)
3. Mark up on Ordinance
4. Clarification letter from legal counsel

### Agenda Item / Topic:

7. **DISCUSSION/ACTION** – Consideration of and Action on ORDINANCE 2016-08 of the City of Ovilla, Texas, amending Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Ovilla Code of Ordinances; establishing speed limits for vehicles upon the certain named streets within the City of Ovilla; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

### Discussion/Justification

This item was reviewed and considered by Council at the April 11, 2016 Regular Meeting. Staff was directed to return this item with clarification to the ordinance at the May Council Meeting.

There are several streets in Ovilla that are posted at a 20 mph speed limit, which is not allowed by state law. The minimum posting Ovilla is allowed is 25 mph. This ordinance will correct those 20 mph speed limits and raise those streets to 25 mph.

There are several streets in Ovilla that are posted at a 25 mph speed limit but they can only be posted at 25 mph if they are currently so stated in our existing ordinance. This ordinance will add those streets currently posted at 25 mph.

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

*I move that Council APPROVE/DENY Ordinance 2016-08, of the City of Ovilla, Texas, amending Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Ovilla Code of Ordinances; establishing speed limits for vehicles upon the certain named streets within the City of Ovilla; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.*

**ORDINANCE NO. 2016-08**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 12, ARTICLE 12.03, DIVISION 2, SECTION 12.03.042 OF THE OVILLA CODE OF ORDINANCES; ESTABLISHING SPEED LIMITS FOR VEHICLES UPON THE CERTAIN NAMED STREETS WITHIN THE CITY OF OVILLA; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, section 545.356 of the Texas Transportation Code provides the authority for municipalities to alter speed limits; and

**WHEREAS**, section 545.356(b-1) and (b2) of the Texas Transportation Code provides that the governing body of a municipality may declare a speed limit of no less than 25 miles per hour for any two-lane undivided roadway in the municipality that is not an officially designated or marked highway or road of the state highway system; and

**WHEREAS**, the City Council of the City of Ovilla, Texas, finds and determines that it is in the best interest of the health, safety and welfare of the citizens of the City of Ovilla to amend section establish 12.03.042 of the Code of Ordinances of the City of Ovilla to designate speed limits on curtained roadways within the City of Ovilla.

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

**SECTION 1. AMENDMENT OF CHAPTER 12, ARTICLE 12.03, DIVISION 2, SECTION 12.03.042 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA**

Chapter 12, Article 12.03, Division 2, Section 12.03.042 of the Code of Ordinances of the City of Ovilla is hereby amended as follows:

**Sec. 12.03.042 Speed limits on specific streets**

Pursuant to the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

\* \* \*

(22) Nob Hill Lane (eastbound) approximately one hundred (100) feet east of the intersection of Nob Hill Lane and Cockrell Hill Road, 25 mph.

(23) Ashburne Glen Lane (eastbound) approximately one hundred (100) feet east of the intersection of Ashburne Glen Lane and Cockrell Hill Road, 25 mph.

(24) Georgetown Road (northbound) approximately five hundred (500) feet north of the intersection of Georgetown Road and Hosford Road, 25 mph.

## ORDINANCE NO. 2016-08

(25) Silver Spur Lane (westbound) approximately two hundred (200) feet west of the intersection of Silver Spur Lane and Georgetown Road, 25 mph.

(26) Thorntree Drive (eastbound) approximately two hundred (200) feet east of the intersection of Thorntree Drive and Cockrell Hill Road, 25 mph.

(27) West Main Street (westbound) approximately two hundred (200) feet west of the intersection of West Main Street and FM 664, 25 mph.

(28) Cockrell Hill Road (southbound) between the intersection of Cockrell Hill Road and Ashburne Glen Lane and the intersection of Cockrell Hill Road and West Main Street, 25 mph.

(29) Green Meadows Lane (southbound) approximately one hundred (100) feet south of the intersection of Green Meadows Lane and Johnson Lane, 25 mph.

(30) Ovilla Creek Court (northbound) at the north side of the intersection of Ovilla Creek Court and Bluff Creek Court, 25 mph.

(31) Bluff Creek Court (eastbound) midway between the intersection of Bluff Creek Court and Ovilla Creek Court and the intersection of Bluff Creek Court and Fountain Creek Court, 25 mph.

(32) White Rock Court (eastbound) at the east side of the intersection of White Rock Court and Ovilla Creek Court, 25 mph.

(33) West Main Street (eastbound) approximately two hundred (200) feet east of the intersection of West Main Street and Cockrell Hill Road, 25 mph.

(34) Water Street (eastbound) opposite the Ovilla Elevated Water Storage Tank, 25 mph.

(35) Water Street (westbound) approximately one hundred (100) feet west of the intersection of Water Street and West Main Street, 25 mph.

(36) Fountain Creek Court (northbound) approximately one hundred (100) feet north of the intersection of Fountain Creek Court and Bluff Creek Court, 25 mph.

### **SECTION 2. SAVINGS CLAUSE**

In the event that any other Ordinance of the City of Ovilla, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

### **SECTION 3. SEVERANCE CLAUSE**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such shall be deemed a

**ORDINANCE NO. 2016-08**

separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES**

The provisions of this ordinance shall be included and incorporated in the City of Ovilla Code of Ordinances and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

**SECTION 5. EFFECTIVE DATE**

Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

**SECTION 6. PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of Ovilla, Texas on this the

**09<sup>th</sup> day of May 2016.**

\_\_\_\_\_  
Richard Dormier, Mayor

**ATTEST:**

\_\_\_\_\_  
Pamela Woodall, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ron G. MacFarlane, Jr., City Attorney



---

**DATE: May 9, 2016**

**TO: Honorable Mayor and City Council Members**

**FROM: Dennis Burn, City Manager**

**SUBJECT: Existing Speed Limit Ordinance**

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## **ARTICLE 12.03 OPERATION OF VEHICLES\***

### **🌐 Division 1. Generally**

**🌐 Secs. 12.03.001–12.03.040 Reserved**

### **🌐 Division 2. Speed Limits†**

#### **🌐 Sec. 12.03.041 Generally**

No person shall drive a vehicle on any street in the city limits at a speed greater than is reasonable and prudent under the conditions and having regard for the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering a street in compliance with legal requirements, and it shall be the duty of all persons to use due care. No person shall operate or drive any vehicle within the city limits on any street at a speed greater than thirty (30) miles per hour, unless signs are erected designating another speed limit, or in any alley at a speed greater than fifteen (15) miles per hour. (1989 Code, ch. 10, sec. 8.01)

**State law references**—Maximum speed requirement, V.T.C.A., Transportation Code, sec. 545.351; prima facie speed limits, V.T.C.A., Transportation Code, sec. 545.352.

#### **🌐 Sec. 12.03.042 Speed limits on specific streets**

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of V.T.C.A., Transportation Code, section 545.351 et seq., the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) F.M. 664. No motor vehicle shall be operated along and upon Ovilla Road, Farm Market 664, within the corporate limits of the city in excess of the speeds set forth in the following limits:

(A) From Farm Market 664 Road (Ovilla Road) at Shiloh Road, traveling north to the school speed zone sign located west of Ovilla Road Baptist Church school, 45 miles per hour.

(B) From the school speed zone sign located on Farm Market 664 (Ovilla Road) west of Ovilla Road Baptist Church school traveling east to Malloy Lane, both directions, 30 miles per hour on school days, when posted lights are flashing between the hours of 7:30 a.m. and 8:30 a.m. and 3:00 p.m. and 4:00 p.m.; 45 miles per hour at all other times.

(C) From Farm Market 664 (Ovilla Road) at Malloy Lane traveling east to Westmoreland Road, enforceable both directions, 45 miles per hour.

(D) From Farm Market 664 (Ovilla Road) at Westmoreland Road traveling east to Cinnamon Springs Road, both directions, 55 miles per hour at all times.

(E) From Farm Market 664 (Ovilla Road) at Cinnamon Springs Road traveling east to South Hampton Road, both directions, 35 miles per hour, on school days, when lighted signs are flashing, between the hours of 7:00 a.m. and 7:50 a.m. and the hours of 2:40 p.m. and 3:15 p.m.; 55 miles per hour at all other times.

(2) Westmoreland Road. Beginning at the intersection of Red Oak Creek Road and Westmoreland Road, thence north to the intersection of Westmoreland Road and Ovilla Road, thirty-five miles per hour (35 mph) for both the northbound and southbound lanes of Westmoreland Road.

(3) Ovilla Road (northbound) north of High View Court: 45 mph.

(4) Ovilla Road (southbound) south of the roadside pullover area: 45 mph.

(5) Ovilla Road (northbound) north of the intersection of E. Main: 45 mph.

(6) Red Oak Creek Road (southbound) south of the Ovilla United Methodist Church by the Ovilla Cemetery: 25 mph.

(7) Red Oak Creek Road (westbound) east of the intersection of Hollingsworth and Red Oak Creek Road: 25 mph.

(8) Westmoreland (southbound) south of the intersection of Ovilla Road and Westmoreland: 35 mph.

(9) Westmoreland (southbound) north of the intersection of Lariat Trail and Westmoreland: 30 mph.

(10) Lariat Trail (eastbound) east of the intersection of Cockrell Hill Road and Lariat Trail: 30 mph.

(1989 Code, ch. 10, sec. 8.02; Ordinance adopting Code)

(11) Cockrell Hill Road (north and south bound) from the intersection of Cockrell Hill Road and Ashburne Glen Street north to the city limits, 35 mph. (Ordinance 08-024 adopted --/08, sec. 1)

(12) Johnson Lane (westbound) west of the intersection of Cockrell Hill Road and Johnson Lane, 30 mph.

- (13) Johnson Lane (eastbound) east of the intersection of Duncanville Road and Johnson Lane, 30 mph.
- (14) Duncanville Road (southbound) at the city limits, 40 mph.
- (15) Brookwood (westbound) west of the intersection of Cockrell Hill Road, 30 mph.
- (16) Shadowwood Trail (northbound) approximately one-fourth (1/4) mile north of the intersection of Shadowwood Trail and Silverwood Drive, 30 mph.
- (17) W. Main (eastbound) approximately fifty (50) yards east of the intersection of Cockrell Hill Road and W. Main, 20 mph.
- (18) W. Main (westbound) approximately fifty (50) yards west of the intersection of Ovilla Road and W. Main, 20 mph.
- (19) Ovilla Oaks Drive (north and south bound) midway, 30 mph.
- (20) East Highland (east and west bound) from 664 to Slippery Elm, 30 mph.

(1989 Code, ch. 10, sec. 8.02)

- (21) Willow Creek Avenue (300 block), 25 mph. (Ordinance 06-024, sec. 1, adopted 6/12/06)

### **Sec. 12.03.042 Speed limits on specific streets**

Pursuant to the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

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  - (C) From Farm Market 664 (Ovilla Road) at Malloy Lane traveling east to Westmoreland Road, enforceable both directions, 45 miles per hour.
  - (D) From Farm Market 664 (Ovilla Road) at Westmoreland Road traveling east to Cinnamon Springs Road, both directions, 55 miles per hour at all times.
  - (E) From Farm Market 664 (Ovilla Road) at Cinnamon Springs Road traveling east to South Hampton Road, both directions, 35 miles per hour, on school days, when lighted signs are flashing, between the hours of 7:00 a.m. and 7:50 a.m. and the hours of 2:40 p.m. and 3:15 p.m.; 55 miles per hour at all other times.
- (2) Westmoreland Road. Beginning at the intersection of Red Oak Creek Road and Westmoreland Road, thence north to the intersection of Westmoreland Road and Ovilla Road, thirty-five miles per hour (35 mph) for both the northbound and southbound lanes of Westmoreland Road.
- (3) Ovilla Road (northbound) north of High View Court: 45 mph.
- (4) Ovilla Road (southbound) south of the roadside pullover area: 45 mph.

- (5) Ovilla Road (northbound) north of the intersection of E. Main: 45 mph.
- (6) Red Oak Creek Road (southbound) south of the Ovilla United Methodist Church by the Ovilla Cemetery: 25 mph.
- (7) Red Oak Creek Road (westbound) east of the intersection of Hollingsworth and Red Oak Creek Road: 25 mph.
- (8) Westmoreland (southbound) south of the intersection of Ovilla Road and Westmoreland: 35 mph.
- (9) Westmoreland (southbound) north of the intersection of Lariat Trail and Westmoreland: 30 mph.
- (10) Lariat Trail (eastbound) east of the intersection of Cockrell Hill Road and Lariat Trail: 30 mph.

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- (11) Cockrell Hill Road (north and south bound) from the intersection of Cockrell Hill Road and Ashburne Glen Street north to the city limits, 35 mph. (Ordinance 08-024 adopted --/08, sec. 1)
- (12) Johnson Lane (westbound) west of the intersection of Cockrell Hill Road and Johnson Lane, 30 mph.
- (13) Johnson Lane (eastbound) east of the intersection of Duncanville Road and Johnson Lane, 30 mph.
- (14) Duncanville Road (southbound) at the city limits, 40 mph.
- (15) Brookwood (westbound) west of the intersection of Cockrell Hill Road, 30 mph.
- (16) Shadowwood Trail (northbound) approximately one-fourth (1/4) mile north of the intersection of Shadowwood Trail and Silverwood Drive, 30 mph.
- (17) W. Main (eastbound) approximately fifty (50) yards east of the intersection of Cockrell Hill Road and W. Main, 20 mph.
- (18) W. Main (westbound) approximately fifty (50) yards west of the intersection of Ovilla Road and W. Main, 20 mph.
- (19) Ovilla Oaks Drive (north and south bound) midway, 30 mph.
- (20) East Highland (east and west bound) from 664 to Slippery Elm, 30 mph.

(21) Willow Creek Avenue (300 block), 25 mph. (Ordinance 06-024, sec. 1, adopted 6/12/06)

(22) Nob Hill Lane (eastbound) approximately one hundred (100) feet east of the intersection of Nob Hill Lane and Cockrell Hill Road, 25 mph.

(23) Ashburne Glen Lane (eastbound) approximately one hundred (100) feet east of the intersection of Ashburne Glen Lane and Cockrell Hill Road, 25 mph.

(24) Georgetown Road (northbound) approximately five hundred (500) feet north of the intersection of Georgetown Road and Hosford Road, 25 mph.

(25) Silver Spur Lane (westbound) approximately two hundred (200) feet west of the intersection of Silver Spur Lane and Georgetown Road, 25 mph.

(26) Thorntree Drive (eastbound) approximately two hundred (200) feet east of the intersection of Thorntree Drive and Cockrell Hill Road, 25 mph.

(27) West Main Street (westbound) approximately two hundred (200) feet west of the intersection of West Main Street and FM 664, 25 mph.

(28) Cockrell Hill Road (southbound) between the intersection of Cockrell Hill Road and Ashburne Glen Lane and the intersection of Cockrell Hill Road and West Main Street, 25 mph.

(29) Green Meadows Lane (southbound) approximately one hundred (100) feet south of the intersection of Green Meadows Lane and Johnson Lane, 25 mph.

(30) Ovilla Creek Court (northbound) at the north side of the intersection of Ovilla Creek Court and Bluff Creek Court, 25 mph.

(31) Bluff Creek Court (eastbound) midway between the intersection of Bluff Creek Court and Ovilla Creek Court and the intersection of Bluff Creek Court and Fountain Creek Court, 25 mph.

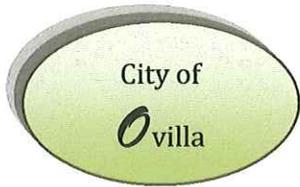
(32) White Rock Court (eastbound) at the east side of the intersection of White Rock Court and Ovilla Creek Court, 25 mph.

(33) West Main Street (eastbound) approximately two hundred (200) feet east of the intersection of West Main Street and Cockrell Hill Road, 25 mph.

(34) Water Street (eastbound) opposite the Ovilla Elevated Water Storage Tank, 25 mph.

(35) Water Street (westbound) approximately one hundred (100) feet west of the intersection of Water Street and West Main Street, 25 mph.

(36) Fountain Creek Court (northbound) approximately one hundred (100) feet north of the intersection of Fountain Creek Court and Bluff Creek Court, 25 mph.



# Villa City Council

## AGENDA ITEM REPORT

Item: 8

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

PW Director B. Piland

**Attachments - only if requested:**

1. Public Playground Safety Handbook

**Agenda Item / Topic:**

8. **DISCUSSION/ACTION** – Consideration of and action on the update and status of repairs to park facilities and direct staff as necessary.

**Discussion/Justification**

Cindy Jones Park

1. We have ordered the border for the Engineered Wood Fiber (EWF). We have ordered sufficient quantity to border other park(s).
2. The swings have been removed (except for the children bucket swings). We will reinstall the swings with plastic coated chains at the correct spacing.
3. The ropes have been removed and will be replaced.
4. The tires have been removed.
5. The reinforced concrete pipe has been removed.
6. A new rules sign has been ordered and will replace the existing sign.
7. The bench has been repaired.

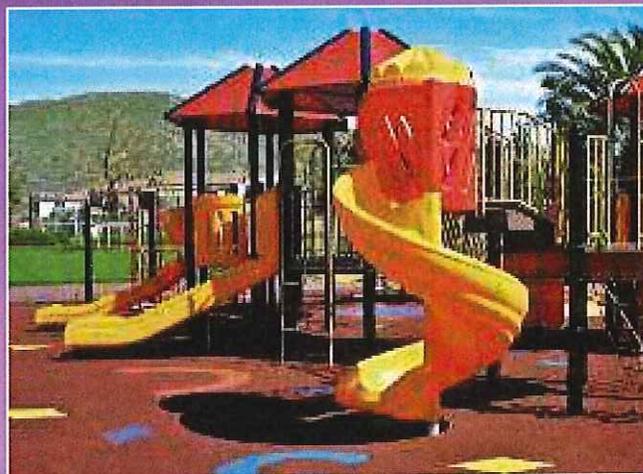
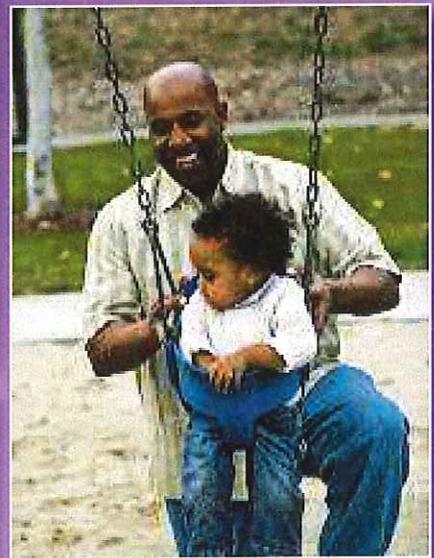
Included with this agenda item is the “Public Playground Safety Handbook” published by the U.S. Consumer Product Safety Commission and recommended by Texas Municipal League. This is the document we will be using to guide our work efforts.

**Recommendation / Staff Comments:**

**Sample Motion(s):**

*I move to. . .*

# Public Playground Safety Handbook



**U.S. Consumer Product Safety Commission**  
*Saving Lives and Keeping Families Safe*



# TABLE OF CONTENTS

	Page No.
1. Introduction .....	1
1.1 Scope .....	1
1.2 Intended Audience .....	1
1.3 What is a Public Playground? .....	1
1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History .....	1
1.4.1 ASTM playground standards .....	2
1.5 Significant Revisions for 2008 .....	2
1.5.1 Equipment guidelines .....	2
1.5.2 Surfacing guidelines .....	2
1.5.3 General guidelines .....	2
1.5.4 Other revisions .....	2
1.6 Background .....	2
1.7 Playground Injuries .....	3
1.8 Definitions .....	3
2 General Playground Considerations .....	5
2.1 Selecting a Site .....	5
2.1.1 Shading considerations .....	5
2.2 Playground Layout .....	5
2.2.1 Accessibility .....	6
2.2.2 Age separation .....	6
2.2.3 Age group .....	6
2.2.4 Conflicting activities .....	6
2.2.5 Sight lines .....	6
2.2.6 Signage and/or labeling .....	6
2.2.7 Supervision .....	7
2.3 Selecting Equipment .....	8
2.3.1 Equipment not recommended .....	8
2.4 Surfacing .....	8
2.4.1 Equipment not covered by protective surfacing recommendations .....	8
2.4.2 Selecting a surfacing material .....	9
2.5 Equipment Materials .....	10
2.5.1 Durability and finish .....	10
2.5.2 Hardware .....	11
2.5.3 Metals .....	12
2.5.4 Paints and finishes .....	12
2.5.5 Wood .....	12
2.6 Assembly and Installation .....	13
3 Playground Hazards .....	14
3.1 Crush and Shearing Points .....	14
3.2 Entanglement and Impalement .....	14
3.2.1 Strings and ropes .....	14
3.3 Entrapment .....	15
3.3.1 Head entrapment .....	15
3.3.2 Partially bound openings and angles .....	16
3.4 Sharp Points, Corners, and Edges .....	16
3.5 Suspended Hazards .....	16

3.6	Tripping Hazards .....	16
3.7	Used Tires .....	17
4	<b>Maintaining a Playground .....</b>	<b>18</b>
4.1	Maintenance Inspections .....	18
4.2	Repairs .....	18
4.3	Maintaining Loose-Fill Surfacing .....	18
4.4	Recordkeeping .....	19
5	<b>Parts of the Playground .....</b>	<b>20</b>
5.1	Platforms, Guardrails and Protective Barriers .....	20
5.1.1	Platforms .....	20
5.1.2	Stepped platforms .....	20
5.1.3	Guardrails and protective barriers .....	20
5.2	Access Methods to Play Equipment .....	22
5.2.1	Ramps, stairways, rung ladders, and step ladders .....	23
5.2.2	Rungs and other hand gripping components .....	24
5.2.3	Handrails .....	24
5.2.4	Transition from access to platform .....	24
5.3	Major Types of Playground Equipment .....	24
5.3.1	Balance beams .....	24
5.3.2	Climbing and upper body equipment .....	24
5.3.3	Log rolls .....	30
5.3.4	Merry-go-rounds .....	30
5.3.5	Seesaws .....	31
5.3.6	Slides .....	32
5.3.7	Spring rockers .....	36
5.3.8	Swings .....	37
5.3.9	Fall height and use zones for composite structure .....	41
5.3.10	Fall height and use zones not specified elsewhere .....	41

## APPENDICES

A	Appendix A: Suggested General Maintenance Checklist .....	43
B	Appendix B: Playground Testing .....	45
B.1	Templates, Gauges, and Testing Tools .....	45
B.2	Test Methods .....	49
B.2.1	Determining whether a projection is a protrusion .....	49
B.2.2	Projections on suspended members of swing assemblies .....	49
B.2.3	Projections on slides .....	49
B.2.4	Entrapment .....	51
B.2.5	Test fixtures .....	52

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## 1. INTRODUCTION

In recent years, it is estimated that there were more than 200,000 injuries annually on public playgrounds across the country that required emergency room treatment. By following the recommended guidelines in this handbook, you and your community can create a safer playground environment for all children and contribute to the reduction of playground-related deaths and injuries.

### 1.1 Scope

This handbook presents safety information for public playground equipment in the form of guidelines. Publication of this handbook is expected to promote greater safety awareness among those who purchase, install, and maintain public playground equipment. Because many factors may affect playground safety, the U.S. Consumer Product Safety Commission (CPSC) staff believes that guidelines, rather than a mandatory rule, are appropriate. These guidelines are not being issued as the sole method to minimize injuries associated with playground equipment. However, the Commission believes that the recommendations in this handbook along with the technical information in the ASTM standards for public playgrounds will contribute to greater playground safety.

Some states and local jurisdictions may require compliance with this handbook and/or ASTM voluntary standards. Additionally, risk managers, insurance companies, or others may require compliance at a particular site; check with state/local jurisdictions and insurance companies for specific requirements.

### 1.2 Intended Audience

This handbook is intended for use by childcare personnel, school officials, parks and recreation personnel, equipment purchasers and installers, playground designers, and any other members of the general public (e.g., parents and school groups) concerned with public playground safety and interested in evaluating their respective playgrounds. Due to the wide range of possible users, some information provided may be more appropriate for certain users than others. The voluntary standards listed in 1.4.1 contain more technical requirements than this handbook and are primarily intended for use by equipment manufacturers, architects, designers, and any others requiring more technical information.

### 1.3 What is a Public Playground?

“Public” playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of:

- Commercial (non-residential) child care facilities
- Institutions
- Multiple family dwellings, such as apartment and condominium buildings
- Parks, such as city, state, and community maintained parks
- Restaurants
- Resorts and recreational developments
- Schools
- Other areas of public use

These guidelines are not intended for amusement park equipment, sports or fitness equipment normally intended for users over the age of 12 years, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures (not otherwise designed, intended and installed as playground equipment), equipment found in water play facilities, or home playground equipment. Equipment components intended solely for children with disabilities and modified to accommodate such users also are not covered by these guidelines. Child care facilities, especially indoor, should refer to ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, for more guidance on areas unique to their facilities.

### 1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History

- 1981 – First CPSC *Handbook for Public Playground Safety* was published, a two-volume set.
- 1991 – *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*, ASTM F1292, was first published.
- 1991 – Two-volume set was replaced by a single-volume handbook, which contained recommendations based on a COMSIS Corporation report to the CPSC (*Development of Human Factors Criteria for Playground Equipment Safety*).

- 1993 – First version of voluntary standard for public playground equipment, ASTM F1487 — *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*, was published (revisions occur every 3 to 4 years).
- 1994 – Minor revisions to the *Handbook*.
- 1997 – Handbook was updated based on (1) staff review of ASTM F1487, (2) playground safety roundtable meeting held October 1996, and (3) public comment received to a May 1997 CPSC staff request.
- 2005 – First version of voluntary standard for playground equipment intended for children under two years old, ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, was published.
- 2008 – Handbook was updated based on comments received from members of the ASTM F15 Playground Committees in response to a CPSC staff request for suggested revisions. Significant revisions are listed below.

#### 1.4.1 ASTM playground standards

Below is a list of ASTM technical performance standards that relate to playgrounds.

- F1487 *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*.
- F2373 *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months*.
- F1292 *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*.
- F2075 *Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment*.
- F2223 *Standard Guide for ASTM Standards on Playground Surfacing*.
- F2479 *Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing*.
- F1951 *Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*.
- F1816 *Standard Safety Specification for Drawstrings on Children's Upper Outerwear*.
- F2049 *Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas*.
- F1148 *Standard Consumer Safety Performance Specification for Home Playground Equipment*.
- F1918 *Standard Safety Performance Specification for Soft Contained Play Equipment*.

### 1.5 Significant Revisions for 2008

#### 1.5.1 Equipment guidelines

- Age ranges expanded to include children as young as 6 months based on ASTM F2373
- Guidelines for track rides and log rolls added
- Exit zone requirements for slides harmonized with ASTM F1487

#### 1.5.2 Surfacing guidelines

- Critical height table revised
- Suggestions for surfacing over asphalt added

#### 1.5.3 General guidelines

- Suggestions on sun exposure added

#### 1.5.4 Other revisions

- Editorial changes to make the *Handbook* easier to understand and use

### 1.6 Background

The safety of each individual piece of playground equipment as well as the layout of the entire play area should be considered when designing or evaluating a playground for safety. Since falls are a very common playground hazard pattern, the installation and maintenance of protective surfacing under and around all equipment is crucial to protect children from severe head injuries.

Because all playgrounds present some challenge and because children can be expected to use equipment in unintended and unanticipated ways, adult supervision is highly recommended. The handbook provides some guidance on supervisory practices that adults should follow. Appropriate equipment design, layout, and maintenance, as discussed in this

handbook, are also essential for increasing public playground safety.

A playground should allow children to develop gradually and test their skills by providing a series of graduated challenges. The challenges presented should be appropriate for age-related abilities and should be ones that children can perceive and choose to undertake. Toddlers, preschool- and school-age children differ dramatically, not only in physical size and ability, but also in their intellectual and social skills. Therefore, age-appropriate playground designs should accommodate these differences with regard to the type, scale, and the layout of equipment. Recommendations throughout this handbook address the different needs of toddlers, preschool-age, and school-age children; “toddlers” refers to children ages 6 months through 2 years of age, “preschool-age” refers to children 2 through 5 years, and “school-age” refers to children 5 through 12 years. The overlap between these groups is anticipated in terms of playground equipment use and provides for a margin of safety.

Playground designers, installers and operators should be aware that the Americans with Disabilities Act of 1990 (ADA) is a comprehensive civil rights law which prohibits discrimination on the basis of disability. Titles II and III of the ADA require, among other things, that newly constructed and altered State and local government facilities, places of public accommodation, and commercial facilities be readily accessible to and usable by individuals with disabilities. Recreation facilities, including play areas, are among the types of facilities covered by titles II and III of the ADA.

The Architectural and Transportation Barriers Compliance Boards – also referred to as the “Access Board” – has developed accessibility guidelines for newly constructed and altered play areas that were published October 2000. The play area guidelines are a supplement to the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Once these guidelines are adopted as enforceable standards by the Department of Justice, all newly constructed and altered play areas covered by the ADA will be required to comply. These guidelines also apply to play areas covered by the Architectural Barriers Act (ABA).

Copies of the play area accessibility guidelines and further technical assistance can be obtained from the U.S. Access Board, 1331 F Street, NW, Suite 1000, Washington, DC 20004-1111; 800-872-2253, 800-993-2822 (TTY), [www.access-board.gov](http://www.access-board.gov).

## 1.7 Playground Injuries

The U. S. Consumer Product Safety Commission has long recognized the potential hazards that exist with the use of playground equipment, with over 200,000 estimated emergency room-treated injuries annually. The most recent study of 2,691 playground equipment-related incidents reported to the CPSC from 2001-2008 indicated that falls are the most common hazard pattern (44% of injuries) followed by equipment-related hazards, such as breakage, tip over, design, and assembly (23%).<sup>1</sup> Other hazard patterns involved entrapment and colliding other children or stationary equipment. Playground-related deaths reported to the Commission involved entanglement of ropes, leashes, or clothing; falls; and impact from equipment tip over or structural failure.

The recommendations in this handbook have been developed to address the hazards that resulted in playground-related injuries and deaths. The recommendations include those that address:

- The potential for falls from and impact with equipment
- The need for impact attenuating protective surfacing under and around equipment
- Openings with the potential for head entrapment
- The scale of equipment and other design features related to user age and layout of equipment on a playground
- Installation and maintenance procedures
- General hazards presented by protrusions, sharp edges, and crush or shear points

## 1.8 Definitions

**Barrier** — An enclosing device around an elevated platform that is intended to prevent both inadvertent and deliberate attempts to pass through the device.

**Composite Structure** — Two or more play structures attached or functionally linked, to create one integral unit that provides more than one play activity.

**Critical Height** — The fall height below which a life-threatening head injury would not be expected to occur.

<sup>1</sup>O'Brien, Craig W.; Injuries and Investigated Deaths Associated with Playground Equipment, 2001–2008. U.S. Consumer Product Safety Commission: Washington DC, October, 2009.

**Designated Play Surface** — Any elevated surface for standing, walking, crawling, sitting or climbing, or a flat surface greater than 2 inches wide by 2 inches long having an angle less than 30° from horizontal.

**Embankment Slide** — A slide that follows the contour of the ground and at no point is the bottom of the chute greater than 12 inches above the surrounding ground.

**Entanglement** — A condition in which the user's clothes or something around the user's neck becomes caught or entwined on a component of playground equipment.

**Entrapment** — Any condition that impedes withdrawal of a body or body part that has penetrated an opening.

**Fall Height** — The vertical distance between the highest designated play surface on a piece of equipment and the protective surfacing beneath it.

**Footing** — A means for anchoring playground equipment to the ground.

**Full Bucket Seat Swing** — A swing generally appropriate for children under 4 years of age that provides support on all sides and between the legs of the occupant and cannot be entered or exited without adult assistance.

**Geotextile (filter) Cloth** — A fabric that retains its relative structure during handling, placement, and long-term service to enhance water movement, retard soil movement, and to add reinforcement and separation between the soil and the surfacing and/or sub-base.

**Guardrail** — An enclosing device around an elevated platform that is intended to prevent inadvertent falls from the elevated surface.

**Infill** — Material(s) used in a protective barrier or between decks to prevent a user from passing through the barrier (e.g., vertical bars, lattice, solid panel, etc.).

**Loose-Fill Surfacing Material** — A material used for protective surfacing in the use zone that consists of loose particles such as sand, gravel, engineered wood fibers, or shredded rubber.

**Preschool-Age Children** — Children 2 years of age through 5 years of age.

**Projection** — Anything that extends outward from a surface of the playground equipment and must be tested to determine whether it is a protrusion or entanglement hazard, or both.

**Protective Barrier** — See Barrier.

**Protective Surfacing** — Shock absorbing (i.e., impact attenuating) surfacing material in the use zone that conforms to the recommendations in §2.4 of this handbook.

**Protrusion** — A projection which, when tested, is found to be a hazard having the potential to cause bodily injury to a user who impacts it.

**Roller Slide** — A slide that has a chute consisting of a series of individual rollers over which the user travels.

**School-Age Children** — Children 5 years of age through 12 years of age.

**Slide Chute** — The inclined sliding surface of a slide.

**Stationary Play Equipment** — Any play structure that has a fixed base and does not move.

**Supervisor** — Any person tasked with watching children on a playground. Supervisors may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

**Toddlers** — Children 6 months through 23 months of age.

**Tube Slide** — A slide in which the chute consists of a totally enclosed tube or tunnel.

**Unitary Surfacing Material** — A manufactured material used for protective surfacing in the use zone that may be rubber tiles, mats, or a combination of energy absorbing materials held in place by a binder that may be poured in place at the playground site and cures to form a unitary shock absorbing surface.

**Upper Body Equipment** — Equipment designed to support a child by the hands only (e.g., horizontal ladder, overhead swinging rings).

**Use Zone** — The surface under and around a piece of equipment onto which a child falling from or exiting from the equipment would be expected to land. These areas are also designated for unrestricted circulation around the equipment.

## 2. GENERAL PLAYGROUND CONSIDERATIONS

### 2.1 Selecting a Site

The following factors are important when selecting a site for a new playground:

Site Factor	Questions to Ask	If yes, then...Mitigation
Travel patterns of children to and from the playground	Are there hazards in the way?	Clear hazards.
Nearby accessible hazards such as roads with traffic, lakes, ponds, streams, drop-offs/cliffs, etc.	Could a child inadvertently run into a nearby hazard?  Could younger children easily wander off toward the hazard?	Provide a method to contain children within the playground. For example, a dense hedge or a fence. The method should allow for observation by supervisors. If fences are used, they should conform to local building codes and/or ASTM F-2049.
Sun exposure	Is sun exposure sufficient to heat exposed bare metal slides, platforms, steps, & surfacing enough to burn children?	Bare metal slides, platforms, and steps should be shaded or located out of direct sun.  Provide warnings that equipment and surfacing exposed to intense sun can burn.
	Will children be exposed to the sun during the most intense part of the day?	Consider shading the playground or providing shaded areas nearby.
Slope and drainage	Will loose fill materials wash away during periods of heavy rain?	Consider proper drainage re-grading to prevent wash outs.

#### 2.1.1 Shading considerations

According to the American Academy of Dermatology, research indicates that one in five Americans will develop some form of skin cancer during their lifetime, and five or more sunburns double the risk of developing skin cancer. Utilizing existing shade (e.g., trees), designing play structures as a means for providing shading (e.g., elevated platforms with shaded space below), or creating more shade (e.g., man-made structures) are potential ways to design a playground to help protect children's skin from the sun. When trees are used for shade, additional maintenance issues arise, such as the need for cleaning up debris and trimming limbs.

#### 2.2 Playground Layout

There are several key factors to keep in mind when laying out a playground:

- Accessibility
- Age separation
- Conflicting activities
- Sight lines
- Signage and/or labeling
- Supervision

### 2.2.1 Accessibility

Special consideration should be given to providing accessible surfaces in a play area that meets the *ASTM Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*, ASTM F1951.

Equipment selection and location along with the type of protective surfacing are key components to ensuring the opportunity for children with disabilities to play on the playground.

### 2.2.2 Age separation

For playgrounds intended to serve children of all ages, the layout of pathways and the landscaping of the playground should show the distinct areas for the different age groups. The areas should be separated at least by a buffer zone, which could be an area with shrubs or benches. This separation and buffer zone will reduce the chance of injury from older, more active children running through areas filled with younger children with generally slower movement and reaction times.

### 2.2.3 Age group

In areas where access to the playground is unlimited or enforced only by signage, the playground designer should recognize that since child development is fluid, parents and caregivers may select a playground slightly above or slightly below their child's abilities, especially for children at or near a cut-off age (e.g., 2-years old and 5-years old). This could be for ease of supervising multiple children, misperceptions about the hazards a playground may pose to children of a different age, advanced development of a child, or other reasons. For this reason, there is an overlap at age 5. Developmentally a similar overlap also exists around age 2; however, due to the differences in ASTM standards and entrapment testing tools, this overlap is not reflected in the handbook. Playgrounds used primarily by children under the supervision of paid, trained professionals (e.g., child-care centers and schools) may wish to consider separating playgrounds by the facility's age groupings. For example, a child-care facility may wish to limit a playground to toddlers under 2 exclusively and can draw information from this guide and ASTM F2373. A school, on the other hand, may have no children under 4 attending, and can likewise plan appropriately. Those who inspect playgrounds should use the intended age group of the playground.

### 2.2.4 Conflicting activities

The play area should be organized into different sections to prevent injuries caused by conflicting activities and children running between activities. Active, physical activities should be separate from more passive or quiet activities. Areas for playground equipment, open fields, and sand boxes should be located in different sections of the playground. In addition, popular, heavy-use pieces of equipment or activities should be dispersed to avoid crowding in any one area.

Different types of equipment have different use zones that must be maintained. The following are general recommendations for locating equipment within the playground site. Specific use zones for equipment are given in §5.3.

- Moving equipment, such as swings and merry-go-rounds, should be located toward a corner, side, or edge of the play area while ensuring that the appropriate use zones around the equipment are maintained.
- Slide exits should be located in an uncongested area of the playground.
- Composite play structures have become increasingly popular on public playgrounds. Adjacent components on composite structures should be complementary. For example, an access component should not be located in a slide exit zone.

### 2.2.5 Sight lines

Playgrounds that are designed, installed, and maintained in accordance with safety guidelines and standards can still present hazards to children. Playgrounds should be laid out to allow parents or caregivers to keep track of children as they move throughout the playground environment. Visual barriers should be minimized as much as possible. For example, in a park situation, playground equipment should be as visible as possible from park benches. In playgrounds with areas for different ages, the older children's area should be visible from the younger children's area to ensure that caregivers of multiple children can see older children while they are engaged in interactive play with younger ones.

### 2.2.6 Signage and/or labeling

Although the intended user group should be obvious from the design and scale of equipment, signs and/or labels posted in the playground area or on the equipment should give some guidance to supervisors as to the age appropriateness of the equipment.

**2.2.7 Supervision**

The quality of the supervision depends on the quality of the supervisor's knowledge of safe play behavior. Playground designers should be



aware of the type of supervision most likely for their given playground. Depending on the location and nature of the playground, the supervisors may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

Parents and playground supervisors should be aware that not all playground equipment is appropriate for all children who may use the playground. Supervisors should look for posted

signs indicating the appropriate age of the users and direct children to equipment appropriate for their age. Supervisors may also use the information in Table 1 to determine the suitability of the equipment for the children they are supervising. Toddlers and preschool-age children require more attentive supervision than older children; however, one should not rely on supervision alone to prevent injuries.

Supervisors should understand the basics of playground safety such as:

- Checking for broken equipment and making sure children don't play on it.
- Checking for and removing unsafe modifications, especially ropes tied to equipment, before letting children play.
- Checking for properly maintained protective surfacing.
- Making sure children are wearing foot wear.

**TABLE 1. EXAMPLES OF AGE APPROPRIATE EQUIPMENT**

 <p><b>Toddler — Ages 6-23 months</b></p> <ul style="list-style-type: none"> <li>• Climbing equipment under 32" high</li> <li>• Ramps</li> <li>• Single file step ladders</li> <li>• Slides*</li> <li>• Spiral slides less than 360°</li> <li>• Spring rockers</li> <li>• Stairways</li> <li>• Swings with full bucket seats</li> </ul>	 <p><b>Preschool — Ages 2-5 years</b></p> <ul style="list-style-type: none"> <li>• Certain climbers**</li> <li>• Horizontal ladders less than or equal to 60" high for ages 4 and 5</li> <li>• Merry-go-rounds</li> <li>• Ramps</li> <li>• Rung ladders</li> <li>• Single file step ladders</li> <li>• Slides*</li> <li>• Spiral slides up to 360°</li> <li>• Spring rockers</li> <li>• Stairways</li> <li>• Swings – belt, full bucket seats (2-4 years) &amp; rotating tire</li> </ul>	 <p><b>Grade School — Ages 5-12 years</b></p> <ul style="list-style-type: none"> <li>• Arch climbers</li> <li>• Chain or cable walks</li> <li>• Free standing climbing events with flexible parts</li> <li>• Fulcrum seesaws</li> <li>• Ladders – Horizontal, Rung, &amp; Step</li> <li>• Overhead rings***</li> <li>• Merry-go-rounds</li> <li>• Ramps</li> <li>• Ring treks</li> <li>• Slides*</li> <li>• Spiral slides more than one 360° turn</li> <li>• Stairways</li> <li>• Swings – belt &amp; rotating tire</li> <li>• Track rides</li> <li>• Vertical sliding poles</li> </ul>
<p>* See §5.3.6</p>	<p>** See §5.3.2</p>	<p>*** See §5.3.2.5</p>

- Watching and stopping dangerous horseplay, such as children throwing protective surfacing materials, jumping from heights, etc.
- Watching for and stopping children from wandering away from the play area.
- Swinging dual exercise rings and trapeze bars – These are rings and trapeze bars on long chains that are generally considered to be items of athletic equipment and are not recommended for public playgrounds. *NOTE: The recommendation against the use of exercise rings does not apply to overhead hanging rings such as those used in a ring trek or ring ladder (see Figure 7).*

## 2.3 Selecting Equipment

When selecting playground equipment, it is important to know the age range of the children who will be using the playground. Children at different ages and stages of development have different needs and abilities. Playgrounds should be designed to stimulate children and encourage them to develop new skills, but should be in scale with their sizes, abilities, and developmental levels. Consideration should also be given to providing play equipment that is accessible to children with disabilities and encourages integration within the playground.

Table 1 shows the appropriate age range for various pieces of playground equipment. This is not an all-comprehensive list and, therefore, should not limit inclusion of current or newly designed equipment that is not specifically mentioned. For equipment listed in more than one group, there may be some modifications or restrictions based on age, so consult the specific recommendations in §5.3.

### 2.3.1 Equipment not recommended

Some playground equipment is not recommended for use on public playgrounds, including:

- Trampolines
- Swinging gates
- Giant strides
- Climbing ropes that are not secured at both ends.
- Heavy metal swings (e.g., animal figures) – These are not recommended because their heavy rigid metal framework presents a risk of impact injury.
- Multiple occupancy swings – With the exception of tire swings, swings that are intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- Rope swings – Free-swinging ropes that may fray or otherwise form a loop are not recommended because they present a potential strangulation hazard.



## 2.4 Surfacing

The surfacing under and around playground equipment is one of the most important factors in reducing the likelihood of life-threatening head injuries. A fall onto a shock absorbing surface is less likely to cause a

serious head injury than a fall onto a hard surface. However, some injuries from falls, including broken limbs, may occur no matter what playground surfacing material is used.

The most widely used test method for evaluating the shock absorbing properties of a playground surfacing material is to drop an instrumented metal headform onto a sample of the material and record the acceleration/time pulse during the impact. Field and laboratory test methods are described in ASTM F1292 *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*.

Testing using the methods described in ASTM F1292 will provide a “critical height” rating of the surface. This height can be considered as an approximation of the fall height below which a life-threatening head injury would not be expected to occur. Manufacturers and installers of playground protective surfacing should provide the critical height rating of their materials. This rating should be greater than or equal to the fall height of the highest piece of equipment on the playground. The fall height of a piece of equipment is the distance between the highest designated play surface on a piece of equipment and the protective surface beneath it. Details for determining the highest designated play surface and fall height on some types of equipment are included in §5 Parts of the Playground.

### 2.4.1 Equipment not covered by protective surfacing recommendations

The recommendations for protective surfacing do not apply to equipment that requires a child to be standing or sitting at ground level. Examples of such equipment are:



### Appropriate Surfacing

- Any material tested to ASTM F1292, including unitary surfaces, engineered wood fiber, etc.
- Pea gravel
- Sand
- Shredded/recycled rubber mulch
- Wood mulch (not CCA-treated)
- Wood chips



### Inappropriate Surfacing

- Asphalt
- Carpet not tested to ASTM F1292
- Concrete
- Dirt
- Grass
- CCA treated wood mulch

- Sand boxes
- Activity walls at ground level
- Play houses
- Any other equipment that children use when their feet remain in contact with the ground surface

## 2.4.2 Selecting a surfacing material

There are two options available for surfacing public playgrounds: unitary and loose-fill materials. A playground should never be installed without protective surfacing of some type. Concrete, asphalt, or other hard surfaces should never be directly under playground equipment. Grass and dirt are not considered protective surfacing because wear and environmental factors can reduce their shock absorbing effectiveness. Carpeting and mats are also not appropriate unless they are tested to and comply with ASTM F1292. Loose-fill should be avoided for playgrounds intended for toddlers.

### 2.4.2.1 Unitary surfacing materials

Unitary materials are generally rubber mats and tiles or a combination of energy-absorbing materials held in place by a

binder that may be poured in place at the playground site and then cured to form a unitary shock absorbing surface. Unitary materials are available from a number of different manufacturers, many of whom have a range of materials with differing shock absorbing properties. New surfacing materials, such as bonded wood fiber and combinations of loose-fill and unitary, are being developed that may also be tested to ASTM F1292 and fall into the unitary materials category. When deciding on the best surfacing materials keep in mind that some dark colored surfacing materials exposed to the intense sun have caused blistering on bare feet. Check with the manufacturer if light colored materials are available or provide shading to reduce direct sun exposure.

Persons wishing to install a unitary material as a playground surface should request ASTM F1292 test data from the manufacturer identifying the critical height rating of the desired surface. In addition, site requirements should be obtained from the manufacturer because some unitary materials require installation over a hard surface while others do not. Manufacturer's instructions should be followed closely, as some unitary systems require professional installation. Testing should be conducted in accordance with the ASTM F1292 standard.

### 2.4.2.2 Loose-fill surfacing materials

Engineered wood fiber (EWF) is a wood product that may look similar in appearance to landscaping mulch, but EWF products are designed specifically for use as a playground safety surface under and around playground equipment. EWF products should meet the specifications in ASTM F2075: *Standard Specification for Engineered Wood Fiber* and be tested to and comply with ASTM F1292.

There are also rubber mulch products that are designed specifically for use as playground surfacing. Make sure they have been tested to and comply with ASTM F1292.

When installing these products, tips 1-9 listed below should be followed. Each manufacturer of engineered wood fiber and rubber mulch should provide maintenance requirements for and test data on:

- Critical height based on ASTM F1292 impact attenuation testing.
- Minimum fill-depth data.
- Toxicity.
- ADA/ABA accessibility guidelines for firmness and stability based on ASTM F1951.

Other loose-fill materials are generally landscaping-type materials that can be layered to a certain depth and resist compacting. Some examples include wood mulch, wood chips, sand, pea gravel, and shredded/recycled rubber mulch.

Important tips when considering loose-fill materials:

1. Loose-fill materials will compress at least 25% over time due to use and weathering. This must be considered when planning the playground. For example, if the playground will require 9 inches of wood chips, then the initial fill level should be 12 inches. See Table 2 below.
2. Loose-fill surfacing requires frequent maintenance to ensure surfacing levels never drop below the minimum depth. Areas under swings and at slide exits are more susceptible to displacement; special attention must be paid to maintenance in these areas. Additionally, wear mats can be installed in these areas to reduce displacement.
3. The perimeter of the playground should provide a method of containing the loose-fill materials.
4. Consider marking equipment supports with a minimum fill level to aid in maintaining the original depth of material.

5. Good drainage is essential to maintaining loose-fill surfacing. Standing water with surfacing material reduces effectiveness and leads to material compaction and decomposition.
6. Critical height may be reduced during winter in areas where the ground freezes.
7. Never use less than 9 inches of loose-fill material except for shredded/recycled rubber (6 inches recommended). Shallower depths are too easily displaced and compacted.
8. Some loose-fill materials may not meet ADA/ABA accessibility guidelines. For more information, contact the Access Board (see §1.6) or refer to ASTM F1951.
9. Wood mulch containing chromated copper arsenate (CCA)-treated wood products should not be used; mulch where the CCA-content is unknown should be avoided (see §2.5.5.1).

Table 2 shows the minimum required depths of loose-fill material needed based on material type and fall height. The depths shown assume the materials have been compressed due to use and weathering and are properly maintained to the given level.

### 2.4.2.3 Installing loose-fill over hard surface

CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3- to 6-inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer meeting the specifications addressed in §2.4.2.2 and Table 2. Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. Figure 1 provides a visual representation of this information. Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing.

## 2.5 Equipment Materials

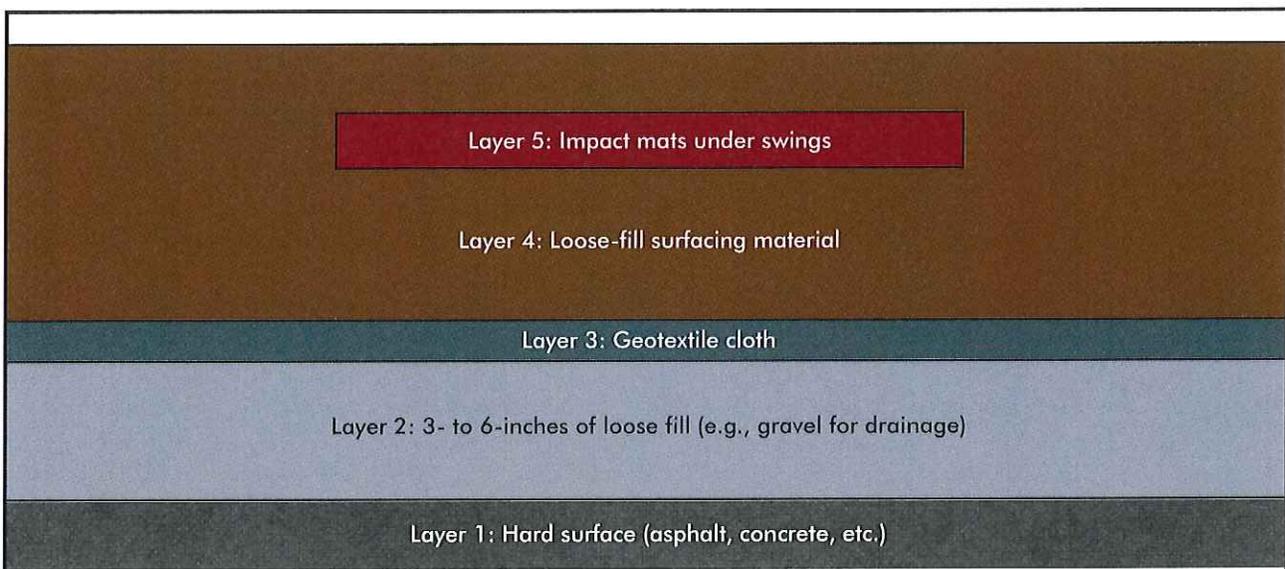
### 2.5.1 Durability and finish

- Use equipment that is manufactured and constructed only of materials that have a demonstrated record of durability in a playground or similar setting.

**Table 2. Minimum compressed loose-fill surfacing depths**

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
6*		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood mulch (non-CCA)		7
9		Wood chips		10

\* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.



**Figure 1. Installation layers for loose-fill over a hard surface**

- Finishes, treatments, and preservatives should be selected carefully so that they do not present a health hazard to users.

**2.5.2 Hardware**

When installed and maintained in accordance with the manufacturer’s instructions:

- All fasteners, connectors, and covering devices should not loosen or be removable without the use of tools.
- All fasteners, connectors, and covering devices that are exposed to the user should be smooth and should not be likely to cause laceration, penetration, or present a clothing entanglement hazard (see also §3.2 and Appendix B).
- Lock washers, self-locking nuts, or other locking means should be provided for all nuts and bolts to protect them from detachment.
- Hardware in moving joints should also be secured against unintentional or unauthorized loosening.

- All fasteners should be corrosion resistant and be selected to minimize corrosion of the materials they connect. This is particularly important when using wood treated with ACQ/CBA/CA-B<sup>2</sup> as the chemicals in the wood preservative corrode certain metals faster than others.
- Bearings or bushings used in moving joints should be easy to lubricate or be self-lubricating.
- All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.

### 2.5.3 Metals

- Avoid using bare metal for platforms, slides, or steps. When exposed to direct sunlight they may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Use other materials that may reduce the surface temperature, such as but not limited to wood, plastic, or coated metal (see also Slides in §5.3.6).
- If bare or painted metal surfaces are used on platforms, steps, and slide beds, they should be oriented so that the surface is not exposed to direct sun year round.

### 2.5.4 Paints and finishes

- Metals not inherently corrosion resistant should be painted, galvanized, or otherwise treated to prevent rust.
- The manufacturer should ensure that the users cannot ingest, inhale, or absorb potentially hazardous amounts of preservative chemicals or other treatments applied to the equipment as a result of contact with playground equipment.
- All paints and other similar finishes must meet the current CPSC regulation for lead in paint.
- Painted surfaces should be maintained to prevent corrosion and deterioration.
- Paint and other finishes should be maintained to prevent rusting of exposed metals and to minimize children playing with peeling paint and paint flakes.

- Older playgrounds with lead based paints should be identified and a strategy to control lead paint exposure should be developed. Playground managers should consult the October 1996 report, CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment, while ensuring that all paints and other similar finishes meet the current CPSC regulation.<sup>3</sup>

### 2.5.5 Wood

- Wood should be either naturally rot- and insect-resistant (e.g., cedar or redwood) or should be treated to avoid such deterioration.
- Creosote-treated wood (e.g., railroad ties, telephone poles, etc) and coatings that contain pesticides should not be used.

#### 2.5.5.1 Pressure-treated wood

A significant amount of older playground wood was pressure-treated with chemicals to prevent damage from insects and fungi. Chromated copper arsenate (CCA) was a chemical used for decades in structures (including playgrounds). Since December 31, 2003, CCA-treated wood is no longer processed for use in playground applications. Other rot- and insect-resistant pressure treatments are available that do not contain arsenic; however, when using any of the new treated wood products, be sure to use hardware that is compatible with the wood treatment chemicals. These chemicals are known to corrode certain materials faster than others.

#### *Existing playgrounds with CCA-treated wood*

Various groups have made suggestions concerning the application of surface coatings to CCA-treated wood (e.g., stains and sealants) to reduce a child's potential exposure to arsenic from the wood surface. Data from CPSC staff and EPA studies suggest that regular (at least once a year) use of an oil- or water-based, penetrating sealant or stain can reduce arsenic migration from CCA-treated wood. Installers, builders, and consumers who perform woodworking operations, such as sanding, sawing, or sawdust disposal, on pressure-treated wood should read the consumer information sheet available at the point of sale. This sheet contains important health precautions and disposal information.

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<sup>2</sup> Ammoniacal copper quat (ACQ), copper boron azole (CBA), copper azole type B (CA-B), etc.

<sup>3</sup> CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment; U.S. Consumer Product Safety Commission: Washington, DC, October 1996.

When selecting wood products and finishes for public playgrounds, CPSC staff recommends:

- Avoid “film-forming” or non-penetrating stains (latex semi-transparent, latex opaque and oil-based opaque stains) on outdoor surfaces because peeling and flaking may occur later, which will ultimately have an impact on durability as well as exposure to the preservatives in the wood.
- Creosote, pentachlorophenol, and tributyl tin oxide are too toxic or irritating and should not be used as preservatives for playground equipment wood.
- Pesticide-containing finishes should not be used.
- CCA-treated wood should not be used as playground mulch.

## 2.6 Assembly and Installation

- Strictly follow *all* instructions from the manufacturer when assembling and installing equipment.
- After assembly and before its first use, equipment should be thoroughly inspected by a person qualified to inspect playgrounds for safety.
- The manufacturer’s assembly and installation instructions, and all other materials collected concerning the equipment, should be kept in a permanent file.
- Secure anchoring is a key factor to stable installation, and the anchoring process should be completed in *strict* accordance with the manufacturer’s specifications.

### 3. PLAYGROUND HAZARDS

This section provides a broad overview of general hazards that should be avoided on playgrounds. It is intended to raise awareness of the risks posed by each of these hazards. Many of these hazards have technical specifications and tests for compliance with ASTM F1487 and F2373. Some of these tests are also detailed in Appendix B.

#### 3.1 Crush and Shearing Points

Anything that could crush or shear limbs should not be accessible to children on a playground. Crush and shear points can be caused by parts moving relative to each other or to a fixed part during a normal use cycle, such as a seesaw.

To determine if there is a possible crush or shear point, consider:

- The likelihood a child could get a body part inside the point, and
- The closing force around the point.

Potential crush/shear hazards specific to certain pieces of equipment are identified in §5.3 Major Types of Playground Equipment.

#### 3.2 Entanglement and Impalement

Projections on playground equipment should not be able to entangle children's clothing nor should they be large enough to impale. To avoid this risk:

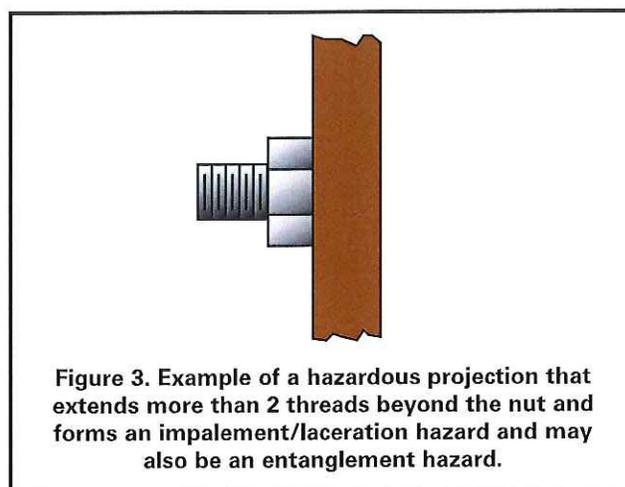
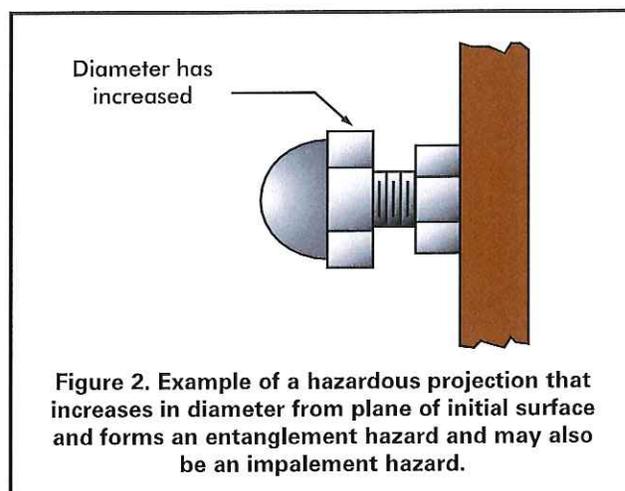
- The diameter of a projection should not increase in the direction away from the surrounding surface toward the exposed end (see Figure 2).
- Bolts should not expose more than two threads beyond the end of the nut (see Figure 3).
- All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.
  - Any connecting device containing an in-fill that completely fills the interior space preventing entry of clothing items into the interior of the device is exempt from this requirement.

- Swings and slides have additional recommendations for projections detailed in §5.3.
- See Appendix B for testing recommendations.

##### 3.2.1 Strings and ropes

Drawstrings on the hoods of jackets, sweatshirts, and other upper body clothing can become entangled in playground equipment, and can cause death by strangulation. To avoid this risk:

- Children should not wear jewelry, jackets or sweatshirts with drawstring hoods, mittens connected by strings through the arms, or other upper body clothing with drawstrings.
- Remove any ropes, dog leashes, or similar objects that have been attached to playground equipment. Children can become entangled in them and strangle to death.



- Avoid equipment with ropes that are not secured at both ends.
- The following label, or a similar sign or label, can be placed on or near slides or other equipment where potential entanglements may occur.



### 3.3 Entrapment

#### 3.3.1 Head entrapment

Head entrapment is a serious concern on playgrounds, since it could lead to strangulation and death. A child's head may become entrapped if the child enters an opening either feet first or head first. Head entrapment by head-first entry generally occurs when children place their heads through an

opening in one orientation, turn their heads to a different orientation, then are unable to get themselves out. Head entrapment by feet first entry involves children who generally sit or lie down and slide their feet into an opening that is large enough to permit their bodies to go through but is not large enough to permit their heads to go through. A part or a group of parts should not form openings that could trap a child's head. Also, children should not wear their bicycle helmets while on playground equipment. There have been recent head entrapment incidents in which children wearing their bicycle helmets became entrapped in spaces that would not normally be considered a head entrapment.

Certain openings could present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. These spaces should be tested as recommended in Appendix B. When one dimension of an opening is within this range, all dimensions of the opening should be considered together to evaluate the possibility of entrapment. Even openings that are low enough for children's feet to touch the ground can present a risk of strangulation for an entrapped child. (See Figure 4). Younger children may not have the necessary intellectual ability or motor skills to reverse the process that caused their heads to become trapped, especially if they become scared or panicked.

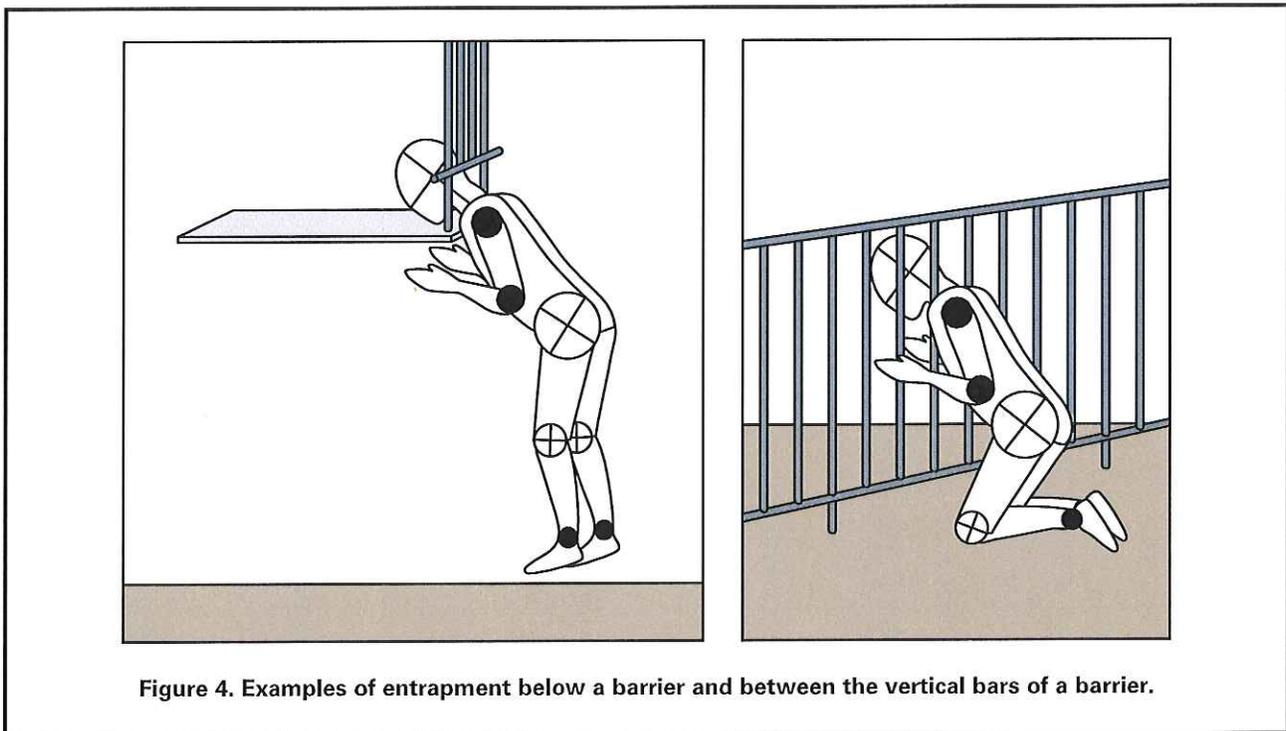
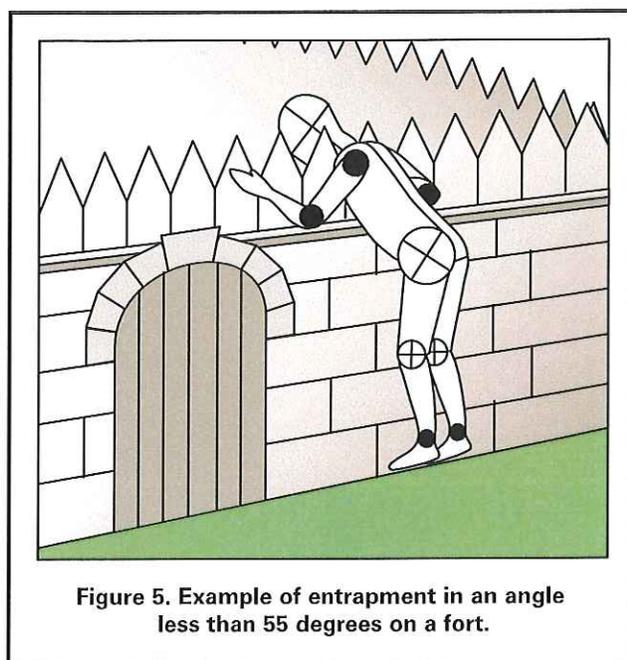


Figure 4. Examples of entrapment below a barrier and between the vertical bars of a barrier.



**Figure 5. Example of entrapment in an angle less than 55 degrees on a fort.**

### 3.3.2 Partially bound openings and angles

Children can become entrapped by partially bound openings, such as those formed by two or more playground parts.

- Angles formed by two accessible adjacent parts should be greater than 55 degrees unless the lowest leg is horizontal or below horizontal.
- Use the partially-bound opening test in Appendix B to identify hazardous angles and other partially-bound openings.

### 3.4 Sharp Points, Corners, and Edges

Sharp points, corners, or edges on any part of the playground or playground equipment may cut or puncture a child's skin. Sharp edges can cause serious lacerations if protective measures are not taken. To avoid the risk of injury from sharp points, corners and edges:

- Exposed open ends of all tubing not resting on the ground or otherwise covered should be covered by caps or plugs that cannot be removed without the use of tools.
- Wood parts should be smooth and free from splinters.
- All corners, metal and wood, should be rounded.
- All metal edges should be rolled or have rounded capping.

- There should be no sharp edges on slides. Pay special attention to metal edges of slides along the sides and at the exit (see also §5.3.6.4).
- If steel-belted radials are used as playground equipment, they should be closely examined regularly to ensure that there are no exposed steel belts/wires.
- Conduct frequent inspections to help prevent injuries caused by splintered wood, sharp points, corners, or edges that may develop as a result of wear and tear on the equipment.

### 3.5 Suspended Hazards

Children using a playground may be injured if they run into or trip over suspended components (such as cables, wires, ropes, or other flexible parts) connected from one piece of the playground equipment to another or hanging to the ground. These suspended components can become hazards when they are within 45 degrees of horizontal and are less than 7 feet above the protective surfacing. To avoid a suspended hazard, suspended components:

- Should be located away from high traffic areas.
- Should either be brightly colored or contrast with the surrounding equipment and surfacing.
- Should not be able to be looped back on themselves or other ropes, cables, or chains to create a circle with a 5 inch or greater perimeter.
- Should be fastened at both ends unless they are 7 inches or less long or attached to a swing seat.

These recommendations do not apply to swings, climbing nets, or if the suspended component is more than 7 feet above the protective surfacing and is a minimum of one inch at its widest cross-section dimension.

### 3.6 Tripping Hazards

Play areas should be free of tripping hazards (i.e., sudden change in elevations) to children who are using a playground. Two common causes of tripping are anchoring devices for playground equipment and containment walls for loose-fill surfacing materials.

- All anchoring devices for playground equipment, such as concrete footings or horizontal bars at the bottom of flexible climbers, should be installed below ground level

and beneath the base of the protective surfacing material. This will also prevent children from sustaining additional injuries from impact if they fall on exposed footings.

- Contrasting the color of the surfacing with the equipment color can contribute to better visibility.
- Surfacing containment walls should be highly visible.
- Any change of elevation should be obvious.
- Contrasting the color of the containment barrier with the surfacing color can contribute to better visibility.
- Steel-belted radials should be closely examined regularly to ensure that there are no exposed steel belts/wires.
- Care should be taken so that the tire does not collect water and debris; for example, providing drainage holes on the underside of the tire would reduce water collection.
- Recycled tire rubber mulch products should be inspected before installation to ensure that all metal has been removed.

In some situations, plastic materials can be used as an alternative to simulate actual automobile tires.

### **3.7 Used Tires**

Used automobile and truck tires are often recycled as playground equipment, such as tire swings or flexible climbers, or as a safety product such as cushioning under a seesaw or shredded as protective surfacing. When recycling tires for playground use:

## 4. MAINTAINING A PLAYGROUND

Inadequate maintenance of equipment has resulted in injuries on playgrounds. Because the safety of playground equipment and its suitability for use depend on good inspection and maintenance, the manufacturer’s maintenance instructions and recommended inspection schedules should be strictly followed. If manufacturer’s recommendations are not available, a maintenance schedule should be developed based on actual or anticipated playground use. Frequently used playgrounds will require more frequent inspections and maintenance.

### 4.1 Maintenance Inspections

A comprehensive maintenance program should be developed for each playground. All playground areas and equipment should be inspected for excessive wear, deterioration, and any potential hazards, such as those shown in Table 3. One possible procedure is the use of checklists. Some manufacturers supply checklists for general or detailed inspections with their maintenance instructions. These can be used to ensure that inspections are in compliance with the manufacturer’s specifications. If manufacturer-provided inspection guidelines are not available, a general checklist that may be used as a guide for frequent routine inspections of public playgrounds is included at Appendix A. This is intended to address only general maintenance concerns. Detailed inspections should give special attention to moving parts and other parts that can be expected to wear. Maintenance inspections should be carried out in a systematic manner by personnel familiar with the playground, such as maintenance workers, playground supervisors, etc.

### 4.2 Repairs

Inspections alone do not constitute a comprehensive maintenance program. Any problems found during the inspection should be noted and fixed as soon as possible.

- All repairs and replacements of equipment parts should be completed following the manufacturer’s instructions.
- User modifications, such as loose-ended ropes tied to elevated parts, should be removed immediately.
- For each piece of equipment, the frequency of thorough

**Table 3. Routine inspection and maintenance issues**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Broken equipment such as loose bolts, missing end caps, cracks, etc.     |
| <input type="checkbox"/> | Broken glass & other trash   |
| <input type="checkbox"/> | Cracks in plastics   |
| <input type="checkbox"/> | Loose anchoring  |
| <input type="checkbox"/> | Hazardous or dangerous debris  |
| <input type="checkbox"/> | Insect damage  |
| <input type="checkbox"/> | Problems with surfacing  |
| <input type="checkbox"/> | Displaced loose-fill surfacing (see Section 4.3)                         |
| <input type="checkbox"/> | Holes, flakes, and/or buckling of unitary surfacing                      |
| <input type="checkbox"/> | User modifications (such as ropes tied to parts or equipment rearranged) |
| <input type="checkbox"/> | Vandalism  |
| <input type="checkbox"/> | Worn, loose, damaged, or missing parts                                   |
| <input type="checkbox"/> | Wood splitting   |
| <input type="checkbox"/> | Rusted or corroded metals  |
| <input type="checkbox"/> | Rot  |

inspections will depend on the type and age of equipment, the amount of use, and the local climate.

- Consult the manufacturer for maintenance schedules for each piece of equipment. Based on these schedules, a maintenance schedule for the entire playground can be created. This routine maintenance schedule should not replace regular inspections.

### 4.3 Maintaining Loose-Fill Surfacing

Loose-fill surfacing materials require special maintenance. High-use public playgrounds, such as child care centers and schools, should be checked frequently to ensure surfacing has not displaced significantly, particularly in areas of the playground most subject to displacement (e.g., under swings and slide exits). This can be facilitated by marking ideal surfacing depths on equipment posts. Displaced loose-fill

surfacing should be raked back into proper place so that a constant depth is maintained throughout the playground. Impact attenuating mats placed in high traffic areas, such as under swings and at slide exits, can significantly reduce displacement. They should be installed below or level with surfacing so as not to be a tripping hazard.

The following are key points to look for during regular checks of surfacing:

- Areas under swings and at slide exits. Activity in these areas tends to displace surfacing quickly. Rake loose-fill back into place.
- Pooling water on mulch surfacing. For example, wet mulch compacts faster than dry, fluffy mulch. If puddles are noticed regularly, consider addressing larger drainage issues.
- Frozen surfacing. Most loose-fill surfacing that freezes

solid no longer functions as protective surfacing. Even if the first few inches may be loose, the base layer may be frozen and the impact attenuation of the surfacing may be significantly reduced. It is recommended that children not play on the equipment under these conditions.

#### **4.4 Recordkeeping**

Records of all maintenance inspections and repairs should be retained, including the manufacturer's maintenance instructions and any checklists used. When any inspection is performed, the person performing it should sign and date the form used. A record of any accident and injury reported to have occurred on the playground should also be retained. This will help identify potential hazards or dangerous design features that should be corrected.

## 5. PARTS OF THE PLAYGROUND

### 5.1 Platforms, Guardrails and Protective Barriers

#### 5.1.1 Platforms

- Platforms should be generally flat (i.e., within  $\pm 2^\circ$  of horizontal).
- Openings in platforms should be provided to allow for drainage.
- Platforms should minimize the collection of debris.
- Platforms intended for toddlers should be no more than 32 inches from the ground.

#### 5.1.2 Stepped platforms

On some composite structures, platforms are layered or tiered so that a child may access the higher platform without steps or ladders. Unless there is an alternate means of access/egress, the maximum difference in height between stepped platforms should be:

- Toddlers: 7 inches.
- Preschool-age: 12 inches.
- School-age: 18 inches.

An access component (such as a rung) is needed if the difference in height is more than 12 inches for preschool-age and 18 inches for school-age children.

The space between the stepped platforms should follow the recommendations to minimize entrapment hazards in enclosed openings:

- Toddlers: if the space is less than 7 inches, infill should be used to reduce the space to less than 3.0 inches.
- Preschool-age: if the space exceeds 9 inches and the height of the lower platform above the protective surfacing exceeds 30 inches, infill should be used to reduce the space to less than 3.5 inches.
- School-age: if the space exceeds 9 inches and the height of the lower platform above the protective surfacing exceeds 48 inches, infill should be used to reduce the space to less than 3.5 inches.

#### 5.1.2.1 Fall height

- The fall height of a platform is the distance between the top of the platform and the protective surfacing beneath it.

#### 5.1.3 Guardrails and protective barriers

Guardrails and protective barriers are used to minimize the likelihood of accidental falls from elevated platforms. Protective barriers provide greater protection than guardrails and should be designed to discourage children from climbing over or through the barrier. Guardrails and barriers should:

- Completely surround any elevated platform.
- Except for entrance and exit openings, the maximum clearance opening without a top horizontal guardrail should be 15 inches.
- Prevent unintentional falls from the platform.
- Prevent the possibility of entrapment.
- Facilitate supervision.

For example:

- Guardrails may have a horizontal top rail with infill consisting of vertical bars having openings that are greater than 9 inches. These openings do not present an entrapment hazard but do not prevent a child from climbing through the openings.
- A barrier should minimize the likelihood of passage of a child during deliberate attempts to defeat the barrier. Any openings between uprights or between the platform surface and lower edge of a protective barrier should prevent passage of the small torso template (see test in B.2.5).

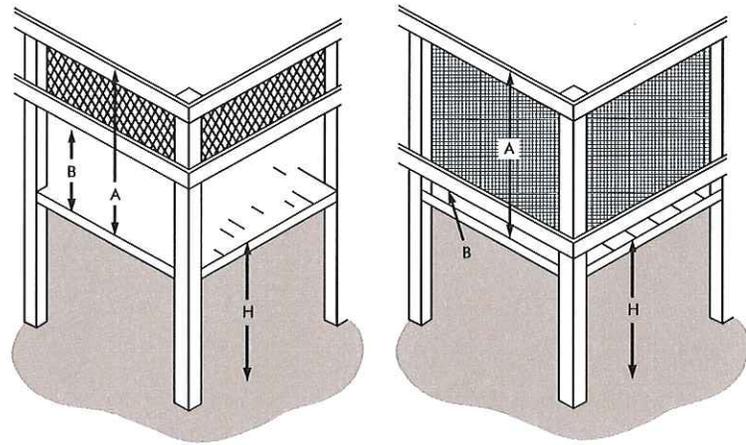
Guardrails or protective barriers should be provided on elevated platforms, walkways, landings, stairways, and transitional surfaces. In general, the younger the child, the less coordination and balance they have, therefore the more vulnerable they are to unintentional falls. Toddlers are the most vulnerable, and equipment intended for this age should use barriers on all elevated walking surfaces above 18 inches. Physical skills develop further in preschool-age children and then more with school-age children; therefore, minimum elevation recommendations for guardrails and barriers increase with each age group.

Guardrails and barriers should be high enough to prevent the tallest children from falling over the top. For guardrails, the lower edge should be low enough so that the smallest children cannot walk under it. Barriers should be low enough to prevent the smallest child from getting under the barrier in any way. This is generally done by designing the barrier so that the small torso probe (see test methods in Appendix B) cannot pass under or through the barrier. Vertical infill for protective barriers may be preferable for younger children because the vertical components can be grasped at whatever height a child chooses as a handhold.

Guardrail and barrier recommendations are shown in Table 4. However, the recommendations do not apply if the guardrail or barrier would interfere with the intended use of the equipment, such as:

- Climbing equipment
- Platforms layered so that the fall height is:
  - Toddlers: 7 inches or less.
  - Preschool-age: 20 inches or less.
  - School-age: 30 inches or less.

**Table 4. Guardrails and Barriers**



	Guardrail	Barrier
Protects against accidental falls from platform	Yes	Yes
Discourages climbing over	No	Yes
Protects against climbing through	No	Yes
<b>Toddlers</b>		
A Top edge distance from platform	Not recommended	A = 24" or higher
B Bottom edge distance from platform	Not recommended	B < 3"
H Recommended when platform fall height is:	Not recommended	H = 18" or higher
<b>Preschool-age</b>		
A Top edge distance from platform	A = 29" or higher	A = 29" or higher
B Bottom edge distance from platform	9" < B ≤ 23"	B < 3.5"
H Recommended when platform fall height is:	20" < H ≤ 30"	H > 30"
<b>School-age</b>		
A Top edge distance from platform	A = 38" or higher	A = 38" or higher
B Bottom edge distance from platform	9" < B ≤ 28"	B < 3.5"
H Recommended when platform fall height is:	30" < H ≤ 48"	H > 48"

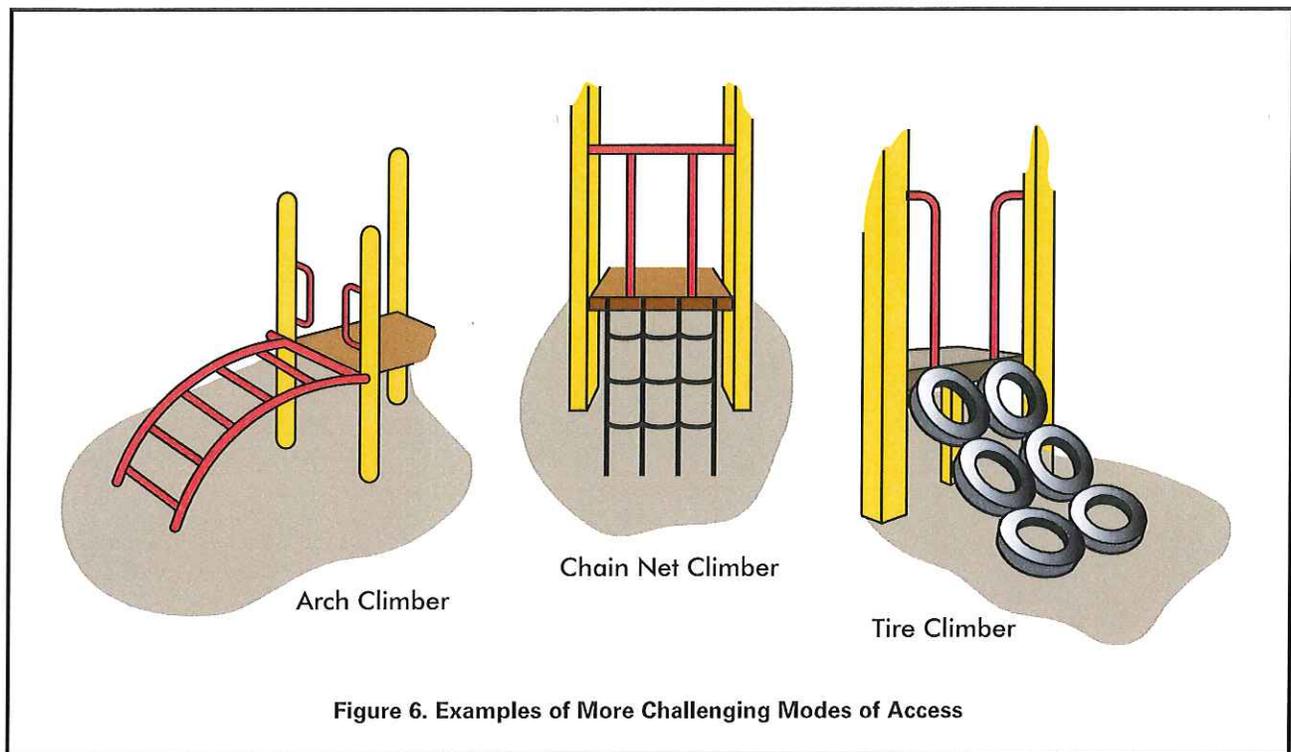


Figure 6. Examples of More Challenging Modes of Access

## 5.2 Access Methods to Play Equipment

Access to playground equipment can take many forms, such as conventional ramps, stairways with steps, and ladders with steps or rungs. Access may also be by means of climbing components, such as arch climbers, climbing nets, and tire climbers (see Figure 6).

As children develop, they gain better balance and coordination, so it is important to pick appropriate access methods based on the age group. Table 5 shows the most common methods of access and the youngest appropriate age group.

Access to platforms over 6 feet high (except for free-standing slides) should provide an intermediate standing surface so that the child can pause and make a decision to keep going up or find another way down. Children generally master access before egress, that is, they can go up before they can get back down a difficult component. Therefore, if there are more difficult access methods, it is important to have easier components for egress.

Table 5. Methods of access and egress

Method of Access	Challenge Level	Appropriate for
Ramps	Easiest	Toddlers +
Straight stairways	Easy	Toddlers +
Spiral stairways	Moderate	Toddlers* +
Step ladders	Moderate	15 months* +
Rung ladders	Moderate	Preschool* +
Arch climbers	Difficult	Preschool* +
Flexible climbers (nets, tires)	Difficult	Preschool* +

\* only if an easy egress method is also provided

**5.2.1 Ramps, stairways, rung ladders, and step ladders**

Ramps, stairways, rung ladders, and step ladders each have different recommendations for slope and tread dimension, but the steps or rungs always should be evenly spaced - even the spacing between the top step or rung and the surface of the platform. Table 6 contains recommended dimensions for: access slope; tread or rung width; tread depth; rung diameter; and vertical rise for rung ladders, step ladders, and stairways. Table 6 also contains slope and width recommendations for ramps. However, these recommendations are not intended to address ramps designed for access by wheelchairs.

- Openings between steps or rungs and between the top step or rung and underside of a platform should prevent entrapment.

- When risers are closed, treads on stairways and ladders should prevent the accumulation of sand, water, or other materials on or between steps.
- Climbing equipment should allow children to descend as easily as they ascend. One way of implementing this recommendation is to provide an easier, alternate means of descent, such as another mode of egress, a platform, or another piece of equipment. For example, a stairway can be added to provide a less challenging mode of descent than a vertical rung ladder or flexible climbing device (see Table 5).
- For toddlers and preschool-age children, offering an easy way out is particularly important since their ability to descend climbing components develops later than their ability to climb up the same components.

<b>Table 6. Recommended dimensions for access ladders, stairs, and ramps*</b>			
<b>AGE OF INTENDED USER</b>			
<b>Type of Access</b>	<b>Toddler</b>	<b>Preschool-age</b>	<b>School-age</b>
<i>Ramps (not intended to meet ADA/ABA specifications)</i>			
Slope (vertical:horizontal)	< 1:8	≤ 1:8	≤ 1:8
Width (single)	≥ 19"	≥ 12"	≥ 16"
Width (double)	≥ 30"	≥ 30"	≥ 36"
<i>Stairways</i>			
Slope	≤ 35°	< 50°	< 50°
Tread width (single)	12-21"	≥ 12"	≥ 16"
Tread width (double)	≥ 30"	≥ 30"	≥ 36"
Tread depth (open riser)	Not appropriate	≥ 7"	≥ 8"
Tread depth (closed riser)	≥ 8"	≥ 7"	≥ 8"
Vertical rise	≤ 7"	≤ 9"	≤ 12"
<i>Step ladders</i>			
Slope	35≤65°	50-75°	50-75°
Tread width (single)	12-21"	12-21"	≥ 16"
Tread width (double)	Not appropriate	Not appropriate	≥ 36"
Tread depth (open riser)	Not appropriate	≥ 7"	≥ 3"
Tread depth (closed riser)	8"	≥ 7"	≥ 6"
Vertical rise	> 5" and ≤ 7"	≤ 9"	≤ 12"
<i>Rung ladders</i>			
Slope	Not appropriate	75-90°	75-90°
Rung width	Not appropriate	≥ 12"	≥ 16"
Vertical rise	Not appropriate	≤ 12"	≤ 12"
Rung diameter	Not appropriate	0.95-1.55"	0.95-1.55"
* entrapment recommendations apply to all openings in access components			

## 5.2.2 Rungs and other hand gripping components

Unlike steps of stairways and step ladders that are primarily for foot support, rungs can be used for both foot and hand support.

- Rungs with round shapes are easiest for children to grip.
- All hand grips should be secured in a manner that prevents them from turning.
- Toddlers:
  - Handrails or other means of hand support should have a diameter or maximum cross-section between 0.60 and 1.20 inches.
  - A diameter or maximum cross-section of 0.90 inches is preferred to achieve maximal grip strength and benefit the weakest children.
- Preschool- and school-age:
  - Rungs, handrails, climbing bars, or other means of hand support intended for holding should have a diameter or maximum cross-section between 0.95 and 1.55 inches.
  - A diameter or maximum cross-section of 1.25 inches is preferred to achieve maximal grip strength and benefit the weakest children.

## 5.2.3 Handrails

Handrails on stairways and step ladders are intended to provide hand support and to steady the user. Continuous handrails extending over the full length of the access should be provided on both sides of all stairways and step ladders, regardless of the height of the access. Rung ladders do not require handrails since rungs or side supports provide hand support on these more steeply inclined accesses.

### 5.2.3.1 Handrail height

Handrails should be available for use at the appropriate height, beginning with the first step. The vertical distance between the top front edge of a step or ramp surface and the top surface of the handrail above it should be as follows:

- Toddlers: between 15 and 20 inches.
- Preschool-age: between 22 and 26 inches.
- School-age: between 22 and 38 inches.

## 5.2.4 Transition from access to platform

Handrails or handholds are recommended at all transition points (the point where the child must move from the access component to the play structure platform).

- The handhold should provide support from the access component until the child has fully achieved the desired posture on the platform.
- Any opening between a handrail and an adjacent vertical structure (e.g., vertical support post for a platform or vertical slat of a protective barrier) should not pose an entrapment hazard.
- Access methods that do not have handrails, such as rung ladders, flexible climbers, arch climbers, and tire climbers, should provide hand supports for the transition between the top of the access and the platform.

## 5.3 Major Types of Playground Equipment

### 5.3.1 Balance beams

- Balance beams should be no higher than:
  - Toddlers: not recommended.
  - Preschool-age: 12 inches.
  - School-age: 16 inches.

#### 5.3.1.1 Fall height

The fall height of a balance beam is the distance between the top of the walking surface and the protective surfacing beneath it.

### 5.3.2 Climbing and upper body equipment

Climbing equipment is generally designed to present a greater degree of physical challenge than other equipment on public playgrounds. This type of equipment requires the use of the hands to navigate up or across the equipment. “Climbers” refers to a wide variety of equipment, such as but not limited to:

- Arch climbers
- Dome climbers
- Flexible climbers (usually chain or net)
- Parallel bars
- Sliding poles



Simple Arch Climber



Geodesic Dome Climber



Overhead Horizontal Ladder



Overhead Loop Ladder

Figure 7. Examples of climbers

- Spiral climbers
- Upper body equipment (horizontal overhead ladders, overhead rings, track ride).

School-age children tend to use climbing and upper body equipment more frequently and more proficiently than preschool children. Young preschool children may have difficulty using some climbers because they have not yet developed some of the physical skills necessary for certain climbing activities (balance, coordination, and upper body strength). Older preschool children (i.e., 4- and 5-year-olds) are beginning to use flexible climbers, arch climbers, and upper body devices.

### 5.3.2.1 Design considerations

#### 5.3.2.1.1 Layout of climbing components

When climbing components are part of a composite structure, their level of challenge and method of use should be compatible with the traffic flow from nearby components. Upper body devices should be placed so that the swinging movement generated by children on this equipment cannot interfere with the movement of children on adjacent structures, particularly children descending on slides. The design of adjacent play structures should not facilitate climbing to the top support bars of upper body equipment.

#### 5.3.2.1.2 Fall Height

Climbers:

- Unless otherwise specified in this section, the fall height for climbers is the distance between the highest part of the climbing component and the protective surfacing beneath it.
- If the climber is part of a composite structure, the fall height is the distance between the highest part of the climber intended for foot support and the protective surfacing beneath it.
  - Toddlers: The maximum fall height for free standing and composite climbing structures should be 32 inches.

Upper Body Equipment:

- The fall height of upper body equipment is the distance between the highest part of the equipment and the protective surface below.

#### 5.3.2.1.3 Climbing rungs

Some of the access methods discussed in §5.2 are also considered climbing devices; therefore, the recommendations for the size of climbing rungs are similar.

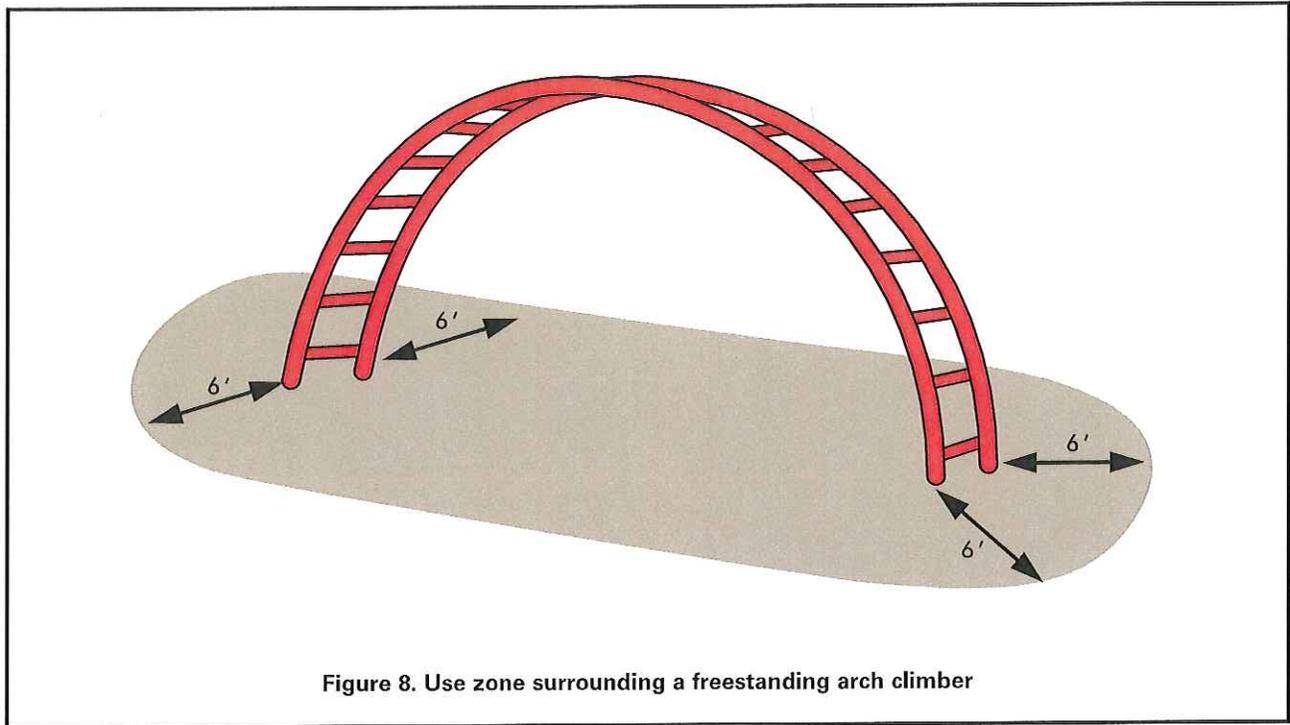


Figure 8. Use zone surrounding a freestanding arch climber

- Rungs should be generally round.
- All rungs should be secured in a manner that prevents them from turning.
- Climbing rungs should follow the same diameter recommendations as in §5.2.2.

5.3.2.1.4 Use zone

- The use zone should extend a minimum of 6 feet in all directions from the perimeter of the stand alone climber. See Figure 8.
- The use zone of a climber may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

5.3.2.1.5 Other considerations

- Climbers should not have climbing bars or other rigid structural components in the interior of the climber onto

which a child may fall from a height of greater than 18 inches. See Figure 9 for an example of a climber that **DOES NOT** follow this consideration.

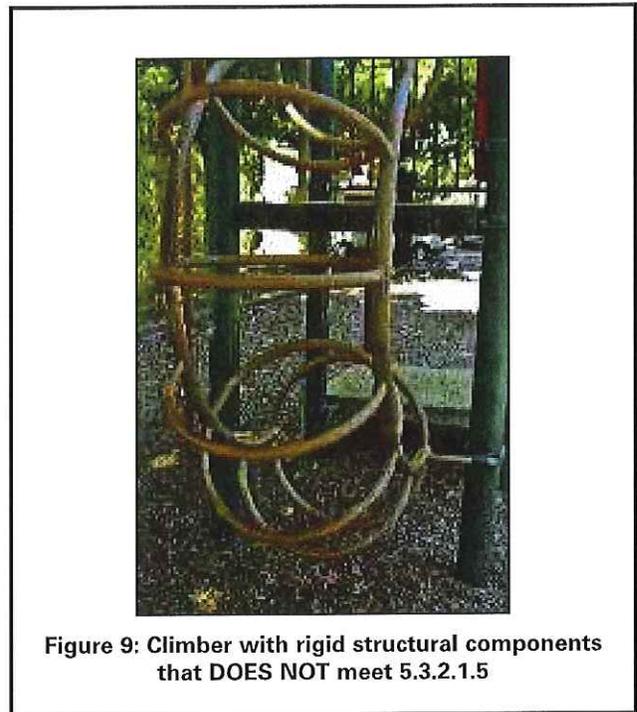


Figure 9: Climber with rigid structural components that **DOES NOT** meet 5.3.2.1.5

### 5.3.2.2 Arch climbers

Arch climbers consist of rungs attached to convex side supports. They may be free standing (Figure 10) or be provided as a more challenging means of access to other equipment (Figure 11).

- Arch climbers should not be used as the sole means of access to other equipment for preschoolers.
- Free standing arch climbers are not recommended for toddlers or preschool-age children.
- The rung diameter and spacing of rungs on arch climbers should follow the recommendations for rung ladders in Table 6.

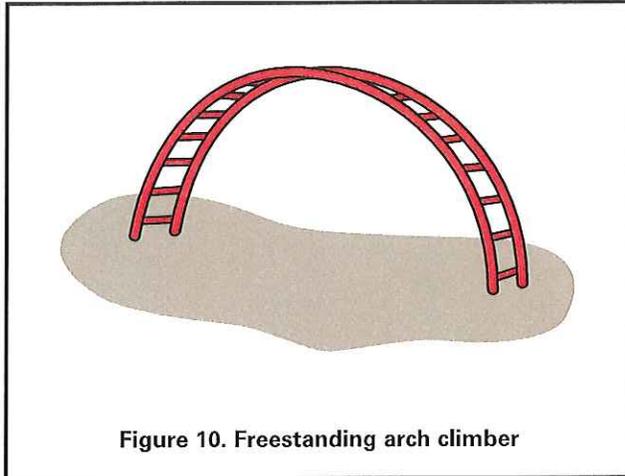


Figure 10. Freestanding arch climber

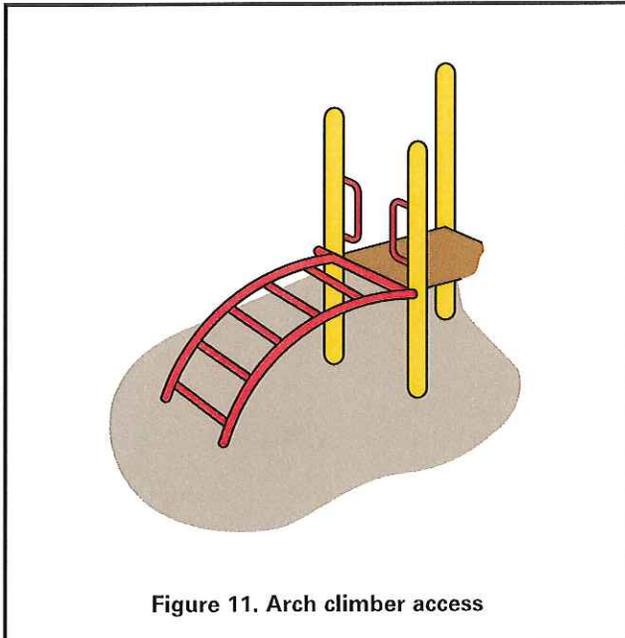


Figure 11. Arch climber access

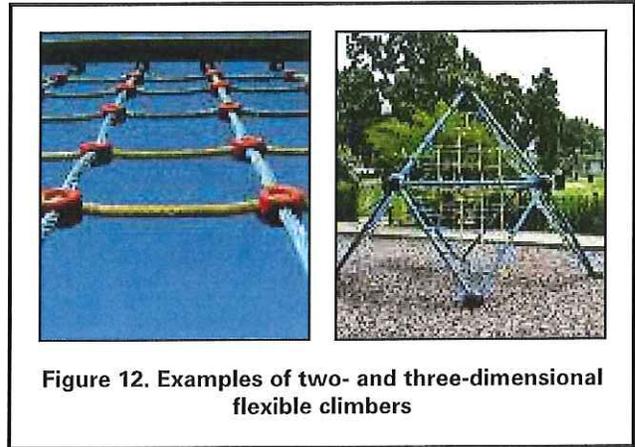


Figure 12. Examples of two- and three-dimensional flexible climbers

### 5.3.2.3 Flexible climbers

Flexible climbers use a grid of ropes, chains, cables, or tires for climbing. Since the flexible parts do not provide a steady means of support, flexible climbers require more advanced balance abilities than rigid climbers.

Rope, chain, and cable generally form a net-like structure that may be either two or three dimensional. See Figure 12. Tire climbers may have the tires secured tread-to-tread to form a sloping grid, or the tires may be suspended individually by chains or other means.

- Flexible climbers that provide access to platforms should be securely anchored at both ends.
- When connected to the ground, the anchoring devices should be installed below ground level and beneath the base of the protective surfacing material.
- Connections between ropes, cables, chains, or between tires should be securely fixed.
- Flexible climbers are not recommended as the sole means of access to equipment intended for toddlers and preschool-age children.
- Free-standing flexible climbers are not recommended on playgrounds intended for toddlers and preschool children.
- Spacing between the horizontal and vertical components of a climbing grid should not form entrapment hazards.
- The perimeter of any opening in a net structure should be less than 17 inches or greater than 28 inches (see Figure 13).

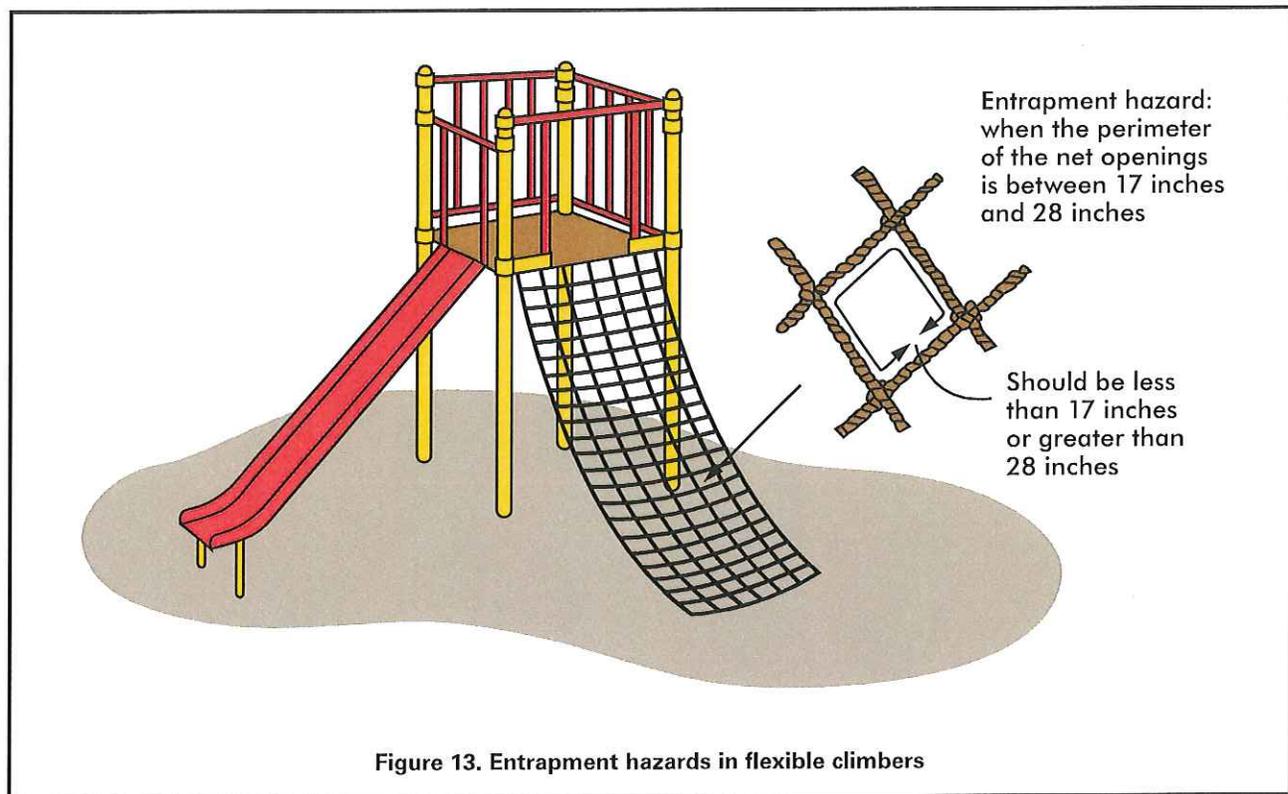


Figure 13. Entrapment hazards in flexible climbers

#### 5.3.2.4 Horizontal (overhead) ladders

Horizontal (overhead) ladders are a type of climber designed to build upper body strength. They are designed to allow children to move across the ladder from end to end using only their hands.

Four-year-olds are generally the youngest children able to use upper body devices like these; therefore, horizontal ladders should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children ages 4 through 12 years.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing rung used for mount or dismount. This minimizes the risk of children impacting rigid access structures if they fall from the first handhold during mount or dismount.
- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rungs.
- The space between adjacent rungs of overhead ladders should be greater than 9 inches to prevent entrapment.
- Horizontal ladders intended for preschool-age children should have rungs that are parallel to one another and evenly spaced.
- The maximum height of a horizontal ladder (i.e., measured from the center of the grasping device to the top of the protective surfacing below) should be:
  - Preschool-age (4 and 5 years): no more than 60 inches.
  - School-age: no more than 84 inches.
- The center-to-center spacing of horizontal ladder rungs should be as follows:
  - Preschool-age (4 and 5 years): no more than 12 inches.
  - School-age: no more than 15 inches.
- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.

### 5.3.2.5 Overhead rings

Overhead rings are similar to horizontal ladders in terms of the complexity of use. Therefore, overhead rings should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children 4 through 12 years of age.

Overhead rings differ from horizontal ladders because, during use, the gripped ring swings through an arc and reduces the distance to the gripping surface of the next ring; therefore, the spacing distance recommendations for horizontal ladders do not apply.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing rung used for mount or dismount. This minimizes the risk of children hitting rigid access structures if they fall from the first handhold during mount or dismount.
- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rungs.
- The maximum height of overhead rings measured from the center of the grasping device to the protective surfacing should be:
  - Preschool-age (4 and 5 years): 60 inches.
  - School-age: 84 inches.
- If overhead swinging rings are suspended by chains, the maximum length of the chains should be 7 inches.
- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.

### 5.3.2.6 Sliding poles

Vertical sliding poles are more challenging than some other types of climbing equipment. They require upper body strength and coordination to successfully slide down the pole. Unlike other egress methods, there is no reverse or stop, so a child cannot change his or her mind. Children who start a sliding pole must have the strength to slide the whole way or they will fall.

- Sliding poles are not recommended for toddlers or preschool-age children since they generally don't have the upper body and/or hand strength to slide.

- Sliding poles should be continuous with no protruding welds or seams along the sliding surface.
- The pole should not change direction along the sliding portion.
- The horizontal distance between a sliding pole and any structure used for access to the sliding pole should be between 18 inches and 20 inches.
- The pole should extend at least 60 inches above the level of the platform or structure used for access to the sliding pole.
- The diameter of sliding poles should be no greater than 1.9 inches.
- Sliding poles and their access structures should be located so that traffic from other events will not interfere with the users during descent.
- Upper access should be on one level only.
- The upper access area through the guardrail or barrier should be 15 inches wide at most.

#### 5.3.2.6.1 Fall height

- For sliding poles accessed from platforms, the fall height is the distance between the platform and the protective surfacing beneath it.
- For sliding poles not accessed from platforms, the fall height is the distance between a point 60 inches below the highest point of the pole and the protective surfacing beneath it.
- The top of the sliding pole's support structure should not be a designated play surface.

#### 5.3.2.7 Track rides

Track rides are a form of upper body equipment where the child holds on to a handle or other device that slides along a track above his or her head. The child then lifts his or her feet and is carried along the length of the track. Track rides require significant upper body strength and the judgment to know when it is safe to let go. These are skills not developed until children are at least school-age; therefore, CPSC staff recommends:

- Track rides should not be used on playgrounds for toddlers and preschool-age children.
- Track rides should not have any obstacles along the path of the ride, including anything that would interfere in the take-off or landing areas.

- Two track rides next to each other should be at least 4 feet apart.
- The handle should be between 64 inches and 78 inches from the surfacing and follow the gripping recommendations in §5.2.2.
- Nothing should ever be tied or attached to any moving part of a track ride.
- Rolling parts should be enclosed to prevent crush hazards.

#### 5.3.2.7.1 Fall height

- The fall height of track ride equipment is the distance between the maximum height of the equipment and the protective surface beneath it.
- Equipment support posts with no designated play surfaces are exempt from this requirement.

### 5.3.3 Log rolls

Log rolls help older children master balance skills and increase strength. Children must balance on top of the log as they spin it with their feet. See Figure 14.

- Log rolls are not recommended for toddlers and preschool-age children. These children generally do not possess the balance, coordination, and strength to use a log roll safely.
- Log rolls should have handholds to assist with balance.
- The handholds should follow the guidelines in §5.2.2.
- The highest point of the rolling log should be a maximum of 18 inches above the protective surface below.
- When not part of a composite structure, the use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones (see §5.3.9) and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

#### 5.3.3.1.1 Fall height

The fall height of a log roll is the distance between the highest portion of the rolling log and the protective surfacing beneath it.

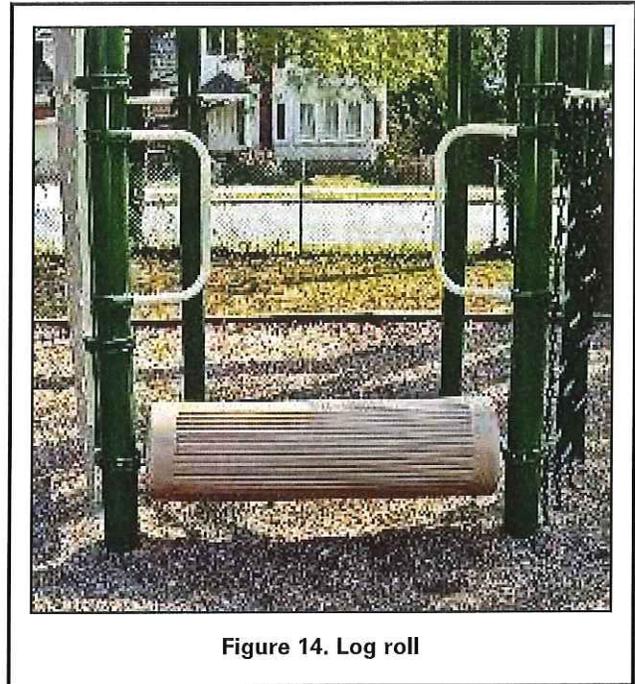


Figure 14. Log roll

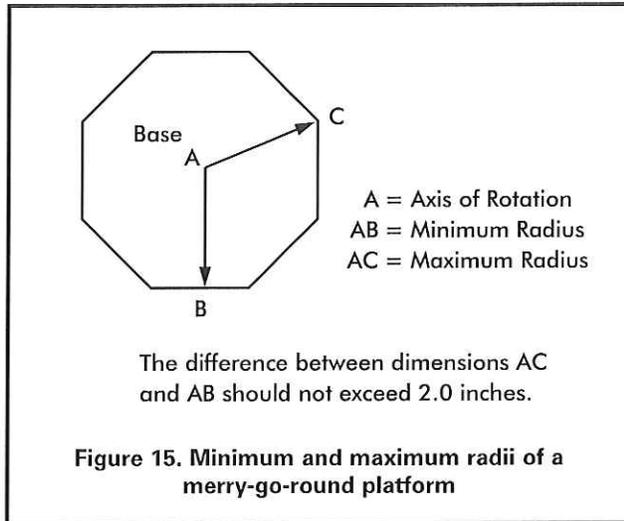
### 5.3.4 Merry-go-rounds

Merry-go-rounds are the most common rotating equipment found on public playgrounds. Children usually sit or stand on the platform while other children or adults push the merry-go-round to make it rotate. In addition, children often get on and off the merry-go-round while it is in motion. Merry-go-rounds may present a physical hazard to preschool-age children who have little or no control over such products once they are in motion. Therefore, children in this age group should always be supervised when using merry-go-rounds.

The following recommendations apply when the merry-go-round is at least 20 inches in diameter.

- Merry-go-rounds should not be used on playgrounds intended for toddlers.
- The standing/sitting surface of the platform should have a maximum height of:
  - Preschool: 14 inches above the protective surface.
  - School-age: 18 inches above the protective surface.
- The rotating platform should be continuous and approximately circular.
- The surface of the platform should not have any openings between the axis and the periphery that permit a rod having a diameter of 5/16 inch to penetrate completely through the surface.

- The difference between the minimum and maximum radii of a non-circular platform should not exceed 2.0 inches (Figure 15).



- The underside of the perimeter of the platform should be no less than 9 inches above the level of the protective surfacing beneath it.
- There should not be any accessible shearing or crushing mechanisms in the undercarriage of the equipment.
- Children should be provided with a secure means of holding on. Where handgrips are provided, they should conform to the general recommendations for hand gripping components in §5.2.2.
- No components of the apparatus, including handgrips, should extend beyond the perimeter of the platform.
- The rotating platform of a merry-go-round should not have any sharp edges.
- A means should be provided to limit the peripheral speed of rotation to a maximum of 13 ft/sec.
- Merry-go-round platforms should not have any up and down (oscillatory) motion.

#### 5.3.4.1 Use zone

- The use zone should extend a minimum of 6 feet beyond the perimeter of the platform.
- The use zone may not overlap other use zones, unless the rotating equipment is less than 20 inches in diameter and the adjacent equipment allows overlap.

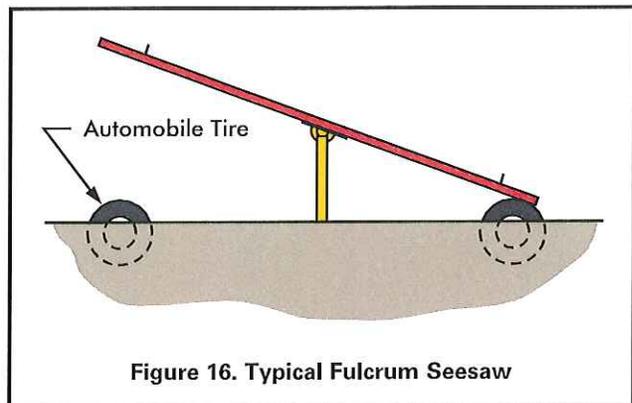
#### 5.3.4.2 Fall height

The fall height for a merry-go-round is the distance between the perimeter of the platform where a child could sit or stand and the protective surfacing beneath it.

#### 5.3.5 Seesaws

##### 5.3.5.1 Fulcrum seesaws

The typical seesaw (also known as a “teeter totter”) consists of a board or pole with a seat at each end supported at the center by a fulcrum. See Figure 16. Because of the complex way children are required to cooperate and combine their actions, fulcrum seesaws are not recommended for toddlers or preschool-age children.



- The fulcrum should not present a crush hazard.
- Partial car tires, or some other shock-absorbing material, should be embedded in the ground underneath the seats, or secured on the underside of the seats. This will help prevent limbs from being crushed between the seat and the ground, as well as cushion the impact.
- The maximum attainable angle between a line connecting the seats and the horizontal is 25°.
- There should not be any footrests.

##### 5.3.5.2 Spring-centered seesaws

Preschool-age children are capable of using spring-centered seesaws because the centering device prevents abrupt contact with the ground if one child dismounts suddenly. Spring-centered seesaws also have the advantage of not requiring two children to coordinate their actions in order to play safely. Spring-centered seesaws should follow the recommendations for spring rockers including the use of footrests (§5.3.7).

### 5.3.5.3 Use zone for fulcrum and spring-centered seesaws

- The use zone should extend a minimum of 6 feet from each outside edge of the seesaw.
- The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

### 5.3.5.4 Handholds

- Handholds should be provided at each seating position for gripping with both hands and should not turn when grasped.
- Handholds should not protrude beyond the sides of the seat.

### 5.3.5.5 Fall height

The fall height for a seesaw is the distance between the highest point any part of the seesaw can reach and the protective surfacing beneath it.

### 5.3.6 Slides

Children can be expected to descend slide chutes in many different positions, rather than always sitting and facing forward as they slide. These other positions should be discouraged at all times to minimize injuries.



Slides may provide a straight, wavy, or spiral descent either by means of a tube or an open slide chute. They may be either free-standing (Figure 17), part of a composite structure, or built on the grade of a natural or man-made slope (embankment slide). Regardless of the type of slide, avoid using bare metals on the platforms, chutes, and steps. When exposed to direct sunlight the bare metal may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Provide shade for bare metal slides or use other materials that may reduce the surface temperature such as, but not limited to, plastic or coated metal.

#### 5.3.6.1 Slide access

Access to a stand-alone slide generally is by means of a ladder with rungs, steps, or a stairway with steps. Slides may also be part of a composite play structure, so children will gain access from other parts of the structure. Embankment slides use the ground for access.

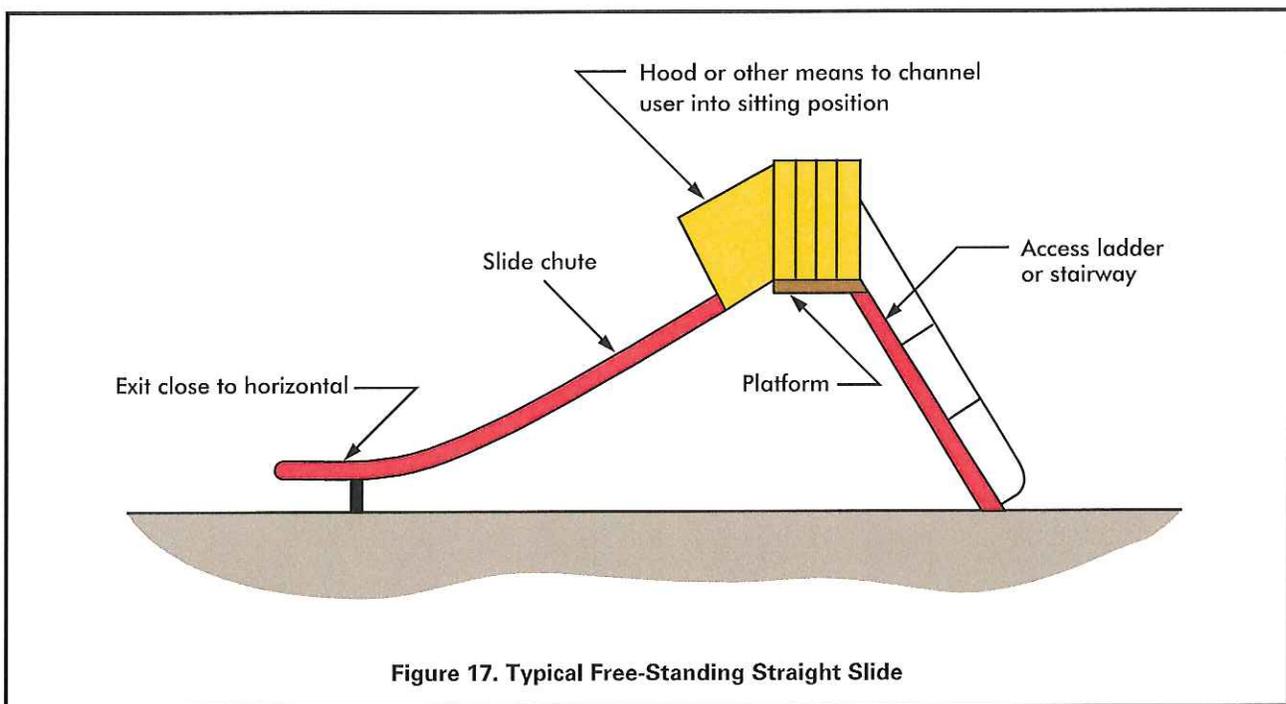


Figure 17. Typical Free-Standing Straight Slide

### 5.3.6.2 Slide platform

All slides should be provided with a platform with sufficient length to facilitate the transition from standing to sitting at the top of the inclined sliding surface. Embankment slides are exempt from platform requirements because they are on ground level; however, they should not have any spaces or gaps as noted below.

The platform should:

- Be at least 19 inches deep for toddlers.
- Be at least 14 inches deep for preschool-age and school-age children.
- Be horizontal.
- Be at least as wide as the slide chute.
- Be surrounded by guardrails or barriers.
- Conform to the same recommendations as general platforms given in §5.1.1.
- Not have any spaces or gaps that could trap strings, clothing, body parts, etc. between the platform and the start of the slide chute.
- Provide handholds to facilitate the transition from standing to sitting and decrease the risk of falls (except tube slides where the tube perimeter provides hand support). These should extend high enough to provide hand support for the largest child in a standing position, and low enough to provide hand support for the smallest child in a sitting position.
- Provide a means to channel a user into a sitting position at the entrance to the chute, such as a guardrail, hood, or other device that discourages climbing.

### 5.3.6.3 Slide chutes

#### 5.3.6.3.1 Embankment slides

- The slide chute of an embankment slide should have a maximum height of 12 inches above the underlying ground surface. This design basically eliminates the hazard of falls from elevated heights.
- Embankment slides should follow all of the recommendations given for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- There should be some means provided at the slide chute entrance to minimize the use of embankment slides by children on skates, skateboards, or bicycles.

#### 5.3.6.3.2 Roller slides

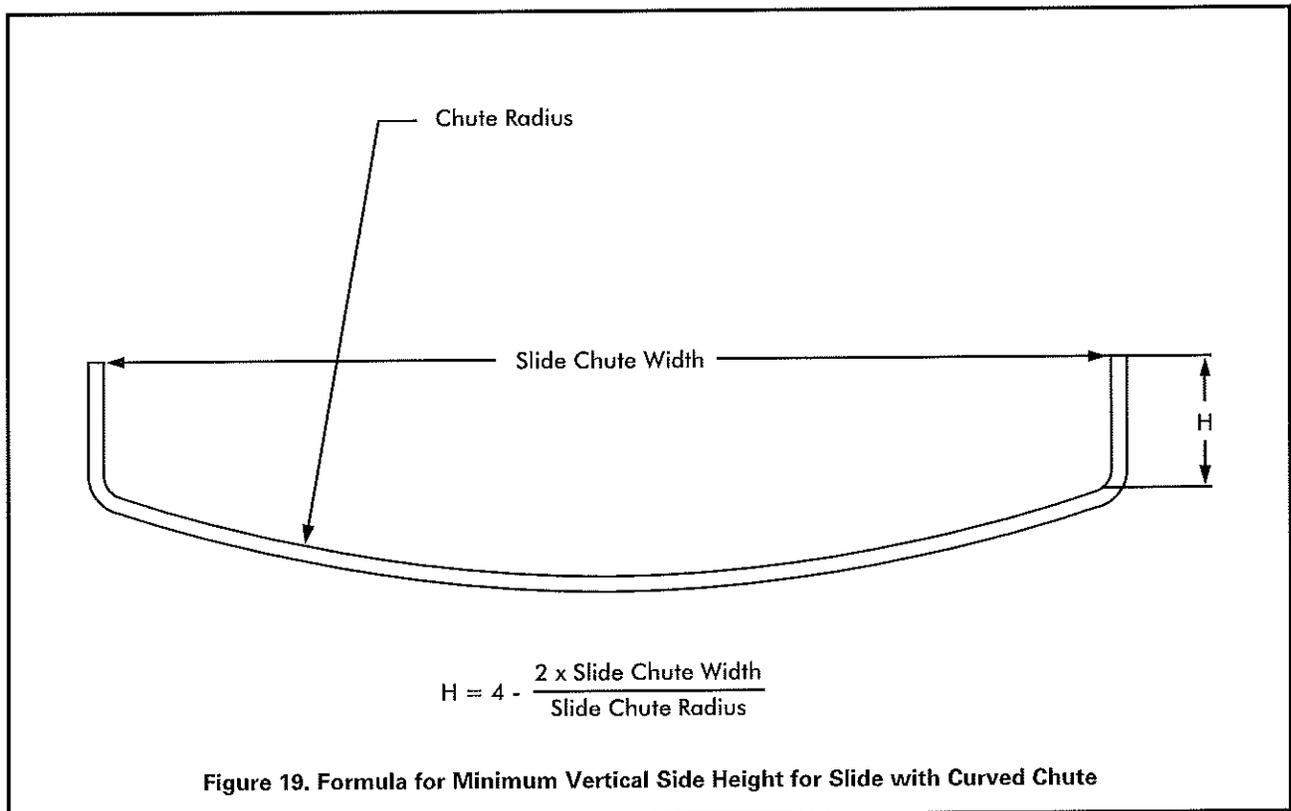
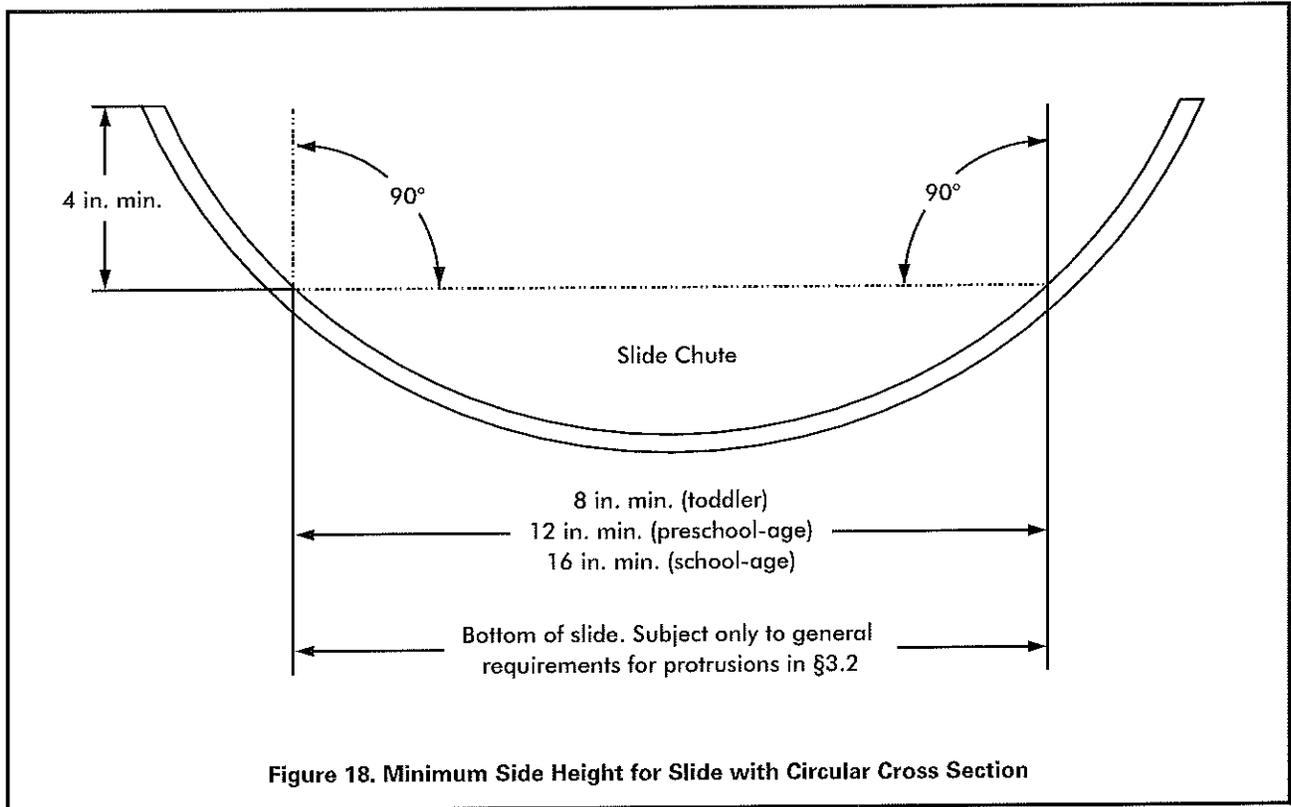
- Roller slides should meet applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- The space between adjacent rollers and between the ends of the rollers and the stationary structure should be less than 3/16 inch.
- Frequent inspections are recommended to insure that there are no missing rollers or broken bearings and that the rollers roll.

#### 5.3.6.3.3 Spiral slides

- Spiral slides should follow the recommendations for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- Special attention should be given to design features which may present problems unique to spiral slides, such as lateral discharge of the user.
- Toddlers and preschool-age children have less ability to maintain balance and postural control, so only short spiral slides (one 360° turn or less) are recommended for these age groups.

#### 5.3.6.3.4 Straight slides

- Flat open chutes should have sides at least 4 inches high extending along both sides of the chute for the entire length of the inclined sliding surface.
- The sides should be an integral part of the chute, without any gaps between the sides and the sliding surface. (This does not apply to roller slides).
- Slides may have an open chute with a circular, semicircular or curved cross section provided that:
  - A. The vertical height of the sides is no less than 4 inches when measured at right angles to a horizontal line that is 8 inches long when the slide is intended for toddlers, 12 inches long when the slide is intended for preschool-age children, and 16 inches long when the slide is intended for school-age children (Figure 18); or
  - B. For any age group, the vertical height of the sides is no less than 4 inches minus two times the width of the slide chute divided by the radius of the slide chute curvature (Figure 19).



- For toddlers:
  - The average incline of a slide chute should be no more than  $24^\circ$  (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.445).
  - No section of the slide chute should have a slope greater than  $30^\circ$ .
  - The slide chute should be between 8 and 12 inches wide.
- For preschool- and school-age children:
  - The average incline of a slide chute should be no more than  $30^\circ$  (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.577).
  - No section of the slide chute should have a slope greater than  $50^\circ$ .

#### 5.3.6.3.5 Tube slides

- Tube slides should meet all the applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- Means, such as barriers or textured surfaces, should be provided to prevent sliding or climbing on the top (outside) of the tube.
- The minimum internal diameter of the tube should be no less than 23 inches.
- Supervisors should be aware of children using tube slides since the children are not always visible.

#### 5.3.6.4 Chute exit region

All slides should have an exit region to help children maintain their balance and facilitate a smooth transition from sitting to standing when exiting. The chute exit region should:

- Be between  $0$  and  $-4^\circ$  as measured from a plane parallel to the ground.
- Have edges that are rounded or curved to prevent lacerations or other injuries that could result from impact with a sharp or straight edge.
- For toddlers the chute exit region should:
  - Be between 7 and 10 inches long if any portion of the chute exceeds a  $24^\circ$  slope.
  - Be no more than 6 inches above the protective surfacing.
  - Have a transition from the sliding portion to the exit region with a radius of curvature of at least 18 inches.
- For preschool- and school-age the chute exit region should:
  - Be at least 11 inches long.
  - Be no more than 11 inches above the protective surfacing if the slide is no greater than 4 feet high.
  - Be at least 7 inches but not more than 15 inches above the protective surfacing if the slide is over 4 feet high.

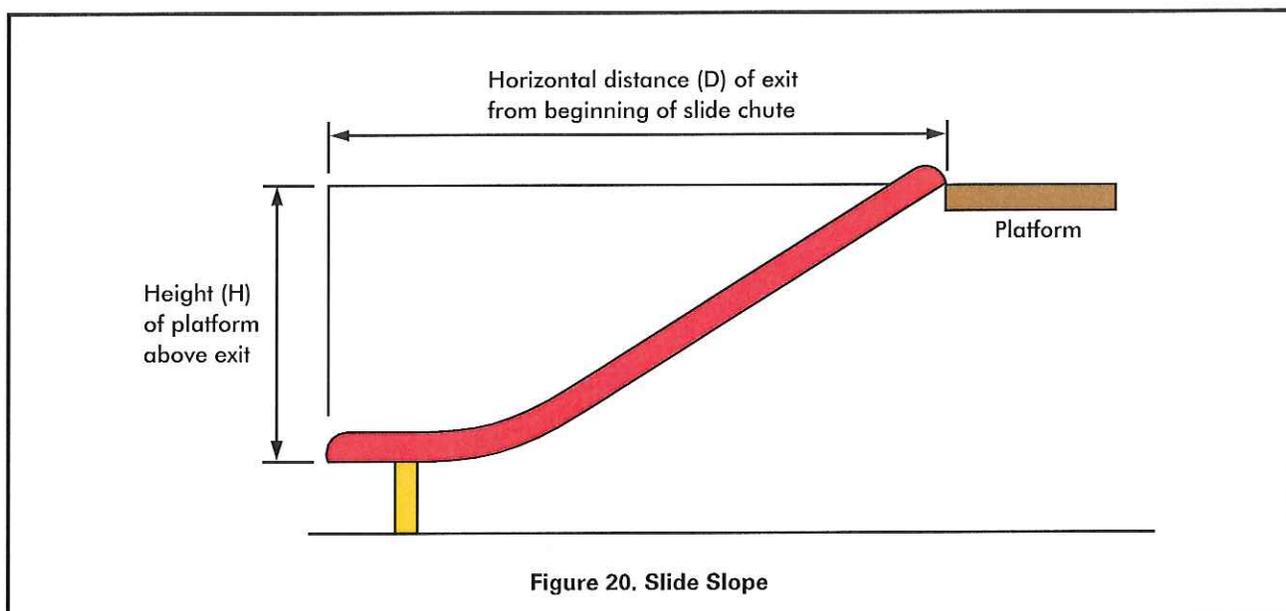


Figure 20. Slide Slope

### 5.3.6.5 Slide use zone

#### Toddlers:

- In a limited access environment
  - The use zone should be at least 3 feet around the perimeter of the slide.
  - The area at the end of the slide should not overlap with the use zone for any other equipment.
- In public areas with unlimited access
  - For a stand-alone slide, the use zone should be at least 6 feet around the perimeter.
  - For slides that are part of a composite structure, the minimum use zone between the access components and the side of the slide chute should be 3 feet.
  - The use zone at the end of the slide should be at least 6 feet from the end of the slide and not overlap with the use zone for any other equipment.

#### Preschool- and school-age (see Figure 21):

- The use zone in front of the access and to the sides of a slide should extend a minimum of 6 feet from the perimeter of the equipment. This recommendation does not apply to embankment slides or slides that are part of a composite structure (see §5.3.9).
- The use zone in front of the exit of a slide should never overlap the use zone of any other equipment; however, two or more slide use zones may overlap if their sliding paths are parallel.
- For slides less than or equal to 6 feet high, the use zone in front of the exit should be at least 6 feet.
- For slides greater than 6 feet high, the use zone in front of the exit should be at least as long as the slide is high up to a maximum of 8 feet.

### 5.3.6.6 Fall height

The fall height for slides is the distance between the transition platform and the protective surfacing beneath it.

### 5.3.6.7 Entanglement hazard

Children have suffered serious injuries and died by getting parts of their clothing tangled on protrusions or gaps on slides.

To reduce the chance of clothing entanglement:

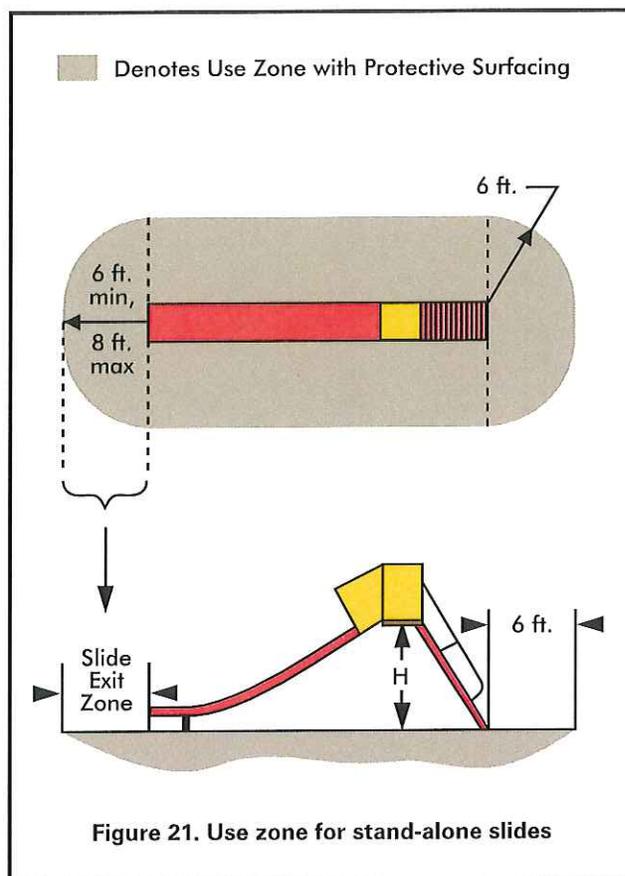


Figure 21. Use zone for stand-alone slides

- Projections up to 3 inches in diameter should not stick up more than 1/8 inch from the slide.
- There should be no gaps at the tops of slides where the slide chute connects with the platform that can entangle clothing or strings.
- See Appendix B for full recommendations and details of the protrusion test procedure.

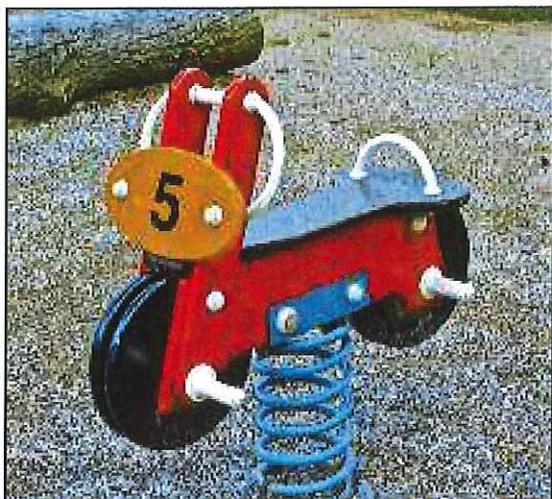
### 5.3.6.8 Other sliding equipment

Equipment where it is foreseeable that a primary use of the component is sliding should follow the same guidelines for entanglement that are in 5.3.6.7.

### 5.3.7 Spring rockers

Toddlers and preschool-age children enjoy the bouncing and rocking activities presented by spring rockers, and they are the primary users of rocking equipment. See Figure 22. Older children may not find it challenging enough.

- Seat design should not allow the rocker to be used by more than the intended number of users.



**Figure 22. Example of spring rocker**

- For toddlers:
  - The seat should be between 12 and 16 inches high.
  - Spring rockers with opposing seats intended for more than one child should have at least 37 inches between the seat centers.
- For preschoolers:
  - The seat should be between 14 and 28 inches high.
- Each seating position should be equipped with handgrips and footrests. The diameter of handgrips should follow the recommendations for hand gripping components in §5.2.2.
- The springs of rocking equipment should minimize the possibility of children crushing their hands or their feet between coils or between the spring and a part of the rocker.
- The use zone should extend a minimum of 6 feet from the “at rest” perimeter of the equipment.
- The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or

- There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high; and
- The spring rocker is designed to be used from a seated position.

#### 5.3.7.1 Fall height

The fall height of spring rockers is the distance between either (1) the highest designated playing surface or (2) the seat, whichever is higher, and the protective surfacing beneath it.

#### 5.3.8 Swings

Children of all ages generally enjoy the sensations created while swinging. Mostly they sit on the swings; however, it is common to see children jumping off swings. Younger children also tend to swing on their stomachs, and older children may stand on the seats. To prevent injuries, these behaviors should be discouraged.

Swings may be divided into two distinct types:

- Single axis: Sometimes called a to-fro swing. A single-axis swing is intended to swing back and forth in a single plane and generally consists of a seat supported by at least two suspending members, each of which is connected to a separate pivot on an overhead structure.
- Multi-axis: A multi-axis swing consists of a seat (generally a tire) suspended from a single pivot that permits it to swing in any direction.

##### 5.3.8.1 General swing recommendations

- Hardware used to secure the suspending elements to the swing seat and to the supporting structure should not be removable without the use of tools.
- S-hooks are often part of a swing’s suspension system, either attaching the suspending elements to the overhead support bar or to the swing seat. Open S-hooks can catch a child’s clothing and present a strangulation hazard. S-hooks should be pinched closed. An S-hook is considered closed if there is no gap or space greater than 0.04 inches (about the thickness of a dime).
- Swings should be suspended from support structures that discourage climbing.
- A-frame support structures should not have horizontal cross-bars.

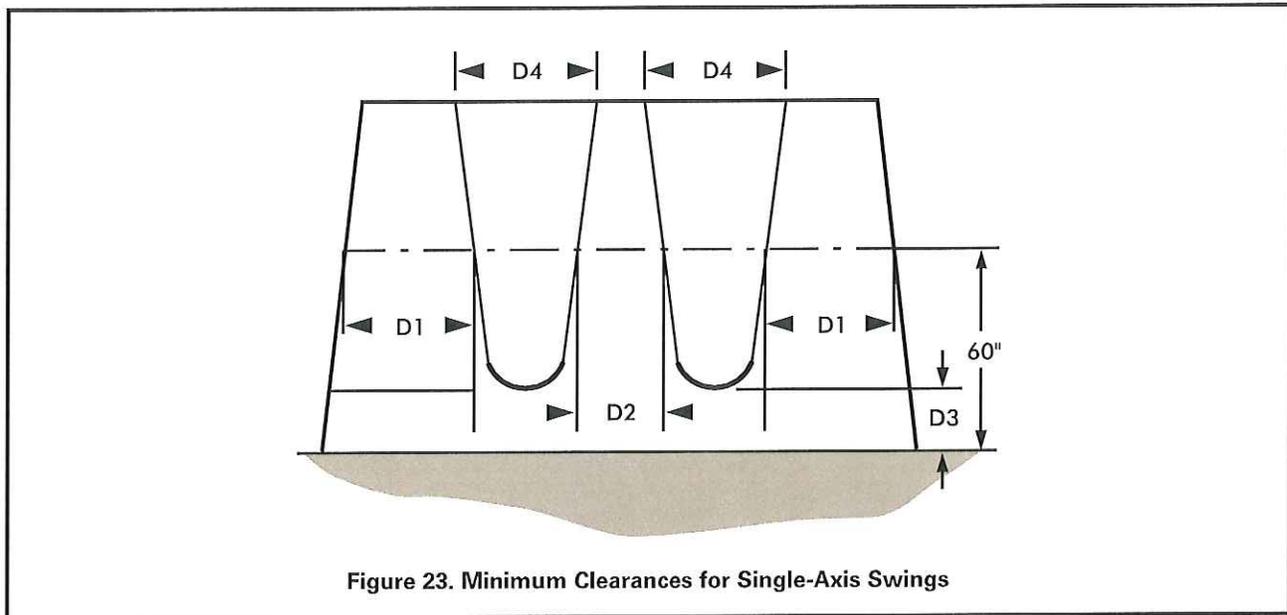


Figure 23. Minimum Clearances for Single-Axis Swings

**Table 7. Minimum clearance dimensions for swings**

Reason	Dimension	Toddler Full bucket	Preschool-age Belt	School-age Belt
Minimizes collisions between a swing and the supporting structure	D1	20 inches	30 inches	30 inches
Minimizes collisions between swings	D2	20 inches	24 inches	24 inches
Allows access	D3	24 inches	12 inches	12 inches
Reduces side-to-side motion	D4	20 inches	20 inches	20 inches

- Fiber ropes are not recommended as a means of suspending swings since they may degrade over time.
- Swing structures should be located away from other equipment or activities to help prevent young children from inadvertently running into the path of moving swings. Additional protection can be provided by means of a low blockade such as a fence or hedge around the perimeter of the swing area. The blockade should not be an obstacle within the use zone of a swing structure or hamper supervision by blocking visibility.

### 5.3.8.2 Fall height

The fall height for swings is the vertical distance between the pivot point and the protective surfacing beneath it.

### 5.3.8.3 Single-axis swings

#### 5.3.8.3.1 Belt seats used without adult assistance

- The use zone to the front and rear of single-axis swings should never overlap the use zone of another piece of equipment.
- To minimize the likelihood of children being struck by a moving swing, it is recommended that no more than two single-axis swings be hung in each bay of the supporting structure.

- Swings should not be attached to composite structures.
- Swing seats should be designed to accommodate no more than one user at any time.
- Lightweight rubber or plastic swing seats are recommended to help reduce the severity of impact injuries. Wood or metal swing seats should be avoided.
- Edges of seats should have smoothly finished or rounded edges and should conform to the protrusion recommendations in 5.3.8.5.
- If loose-fill material is used as a protective surfacing, the height recommendations should be determined after the material has been compressed.

#### 5.3.8.3.2 Full bucket seat swings

Full bucket seat swings are similar to single-axis swings since they move in a to-fro direction. However, full bucket seat swings are intended for children under 4 years of age to use with adult assistance.

- The seats and suspension systems of these swings, including the related hardware, should follow all of the criteria for conventional single axis swings.
- Full bucket seats are recommended to provide support on all sides of a child and between the legs of the occupant (see Figure 24).

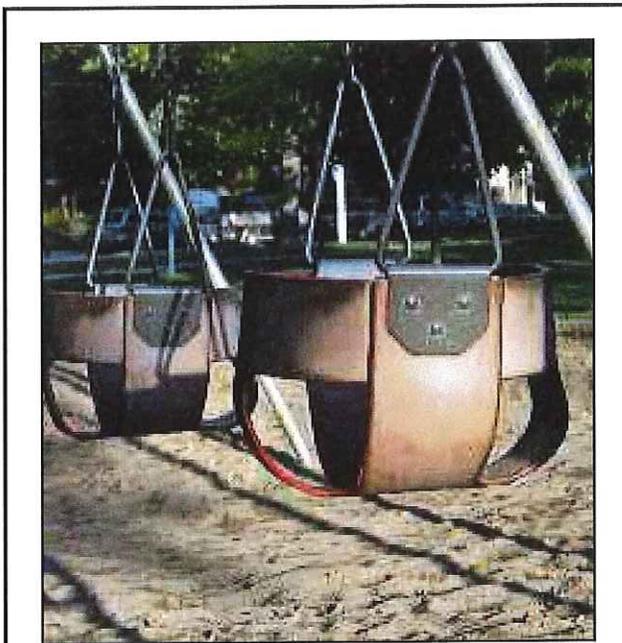


Figure 24. Example of full bucket seat swings

- The full bucket seat materials should not present a strangulation hazard, such as might be presented with a rope or chain used as part of the seat.
- Openings in swing seats should conform to the entrapment criteria in §3.3.
- Full bucket seat swings should be suspended from structures that are separate from those for other swings, or at least suspended from a separate bay of the same structure.
- Full bucket seat swings should not allow the child to enter and exit alone.
- Pivot points should be more than 47 inches but no more than 96 inches above the protective surfacing.

#### 5.3.8.3.3 Use zone for single-axis swings – belt and full bucket

The use zone in front of and behind the swing should be greater than to the sides of such a swing since children may deliberately attempt to exit from a single-axis swing while it is in motion. See Figure 25.

- The use zone for a belt swing should extend to the front and rear of a single-axis swing a minimum distance of twice the vertical distance from the pivot point and the top of the protective surface beneath it.
- The use zone for a full bucket swing should extend to the front and rear a minimum of twice the vertical distance from the top of the occupant's sitting surface to the pivot point.
- The use zone in front of and behind swings should never overlap with any other use zone.
- The use zone to the sides of a single-axis swing should extend a minimum of 6 feet from the perimeter of the swing. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

#### 5.3.8.4 Multi-axis (tire) swings

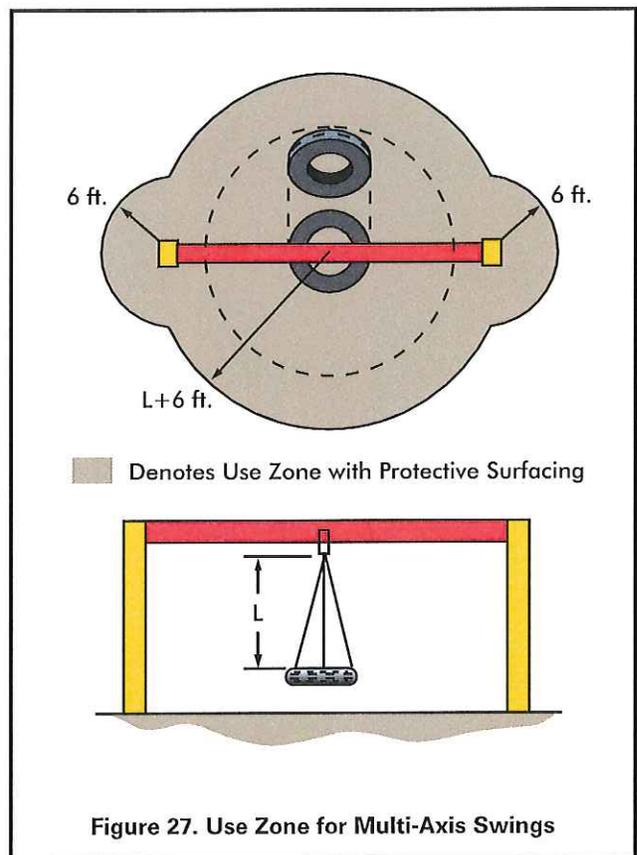
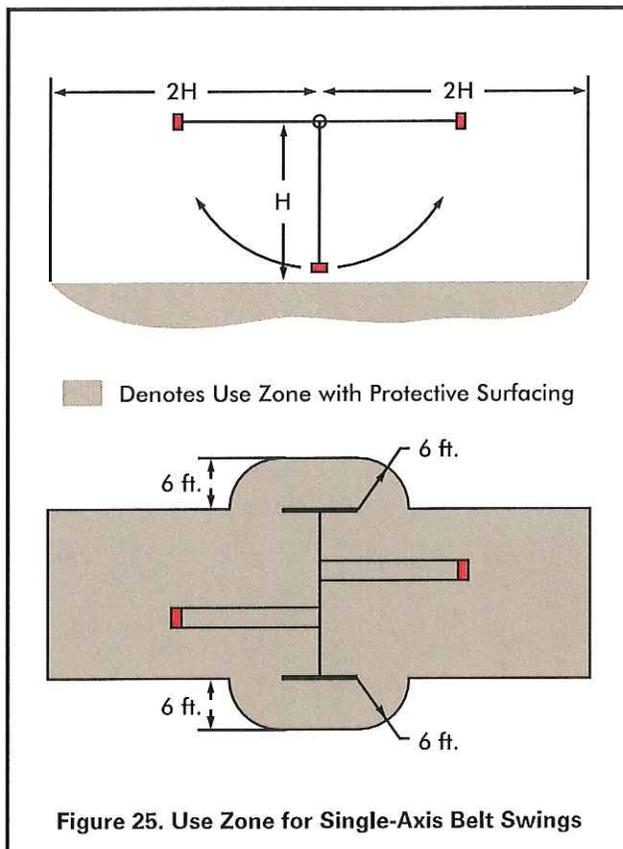
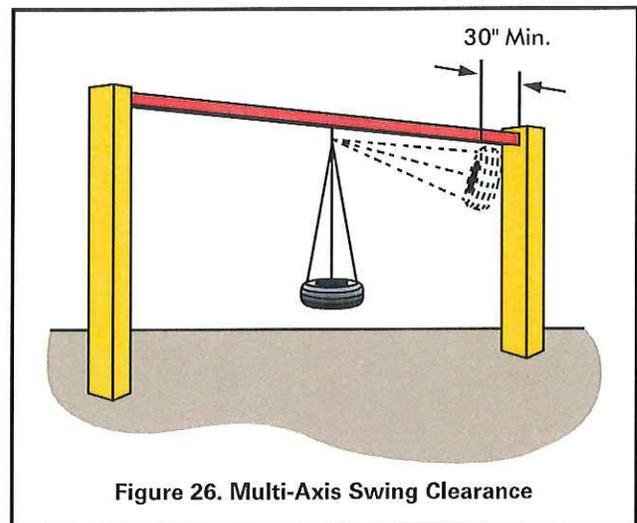
Tire swings are usually suspended in a horizontal orientation using three suspension chains or cables connected to a single swivel mechanism that permits both rotation and swinging motion in any axis.

- A multi-axis tire swing should not be suspended from a structure having other swings in the same bay.
- Attaching multi-axis swings to composite structures is not recommended.

- To minimize the hazard of impact, heavy truck tires should be avoided. Further, if steel-belted radials are used, they should be closely examined to ensure that there are no exposed steel belts or wires that could be a potential protrusion or laceration hazard. Plastic materials can be used as an alternative to simulate actual automobile tires. Drainage holes should be provided in the underside of the tire.
- Pay special attention to maintenance of the hanger mechanism because the likelihood of failure is higher for tire swings due to the added stress of rotational movement and multiple occupants.
- The hanger mechanisms for multi-axis tire swings should not have any accessible crush points.
- The minimum clearance between the seating surface of a tire swing and the uprights of the supporting structure should be 30 inches when the tire is in a position closest to the support structure (Figure 26).
- The minimum clearance between the bottom of the seat and the protective surface should not be less than 12 inches.

### 5.3.8.4.1 Multi-axis swing use zones

- The use zone should extend in any direction from a point directly beneath the pivot point for a minimum distance of 6 feet plus the length of the suspending members (see Figure 27). This use zone should never overlap the use zone of any other equipment.



- The use zone should extend a minimum of 6 feet from the perimeter of the supporting structure. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

### 5.3.8.5 Protrusions on suspended members of swing assemblies

Protrusions on swings are extremely hazardous because of the potential for impact incidents. Nothing, including bolts or other parts, on the front, back, or underside of a swing should stick out more than 1/8 of an inch. See test procedures in Appendix B.

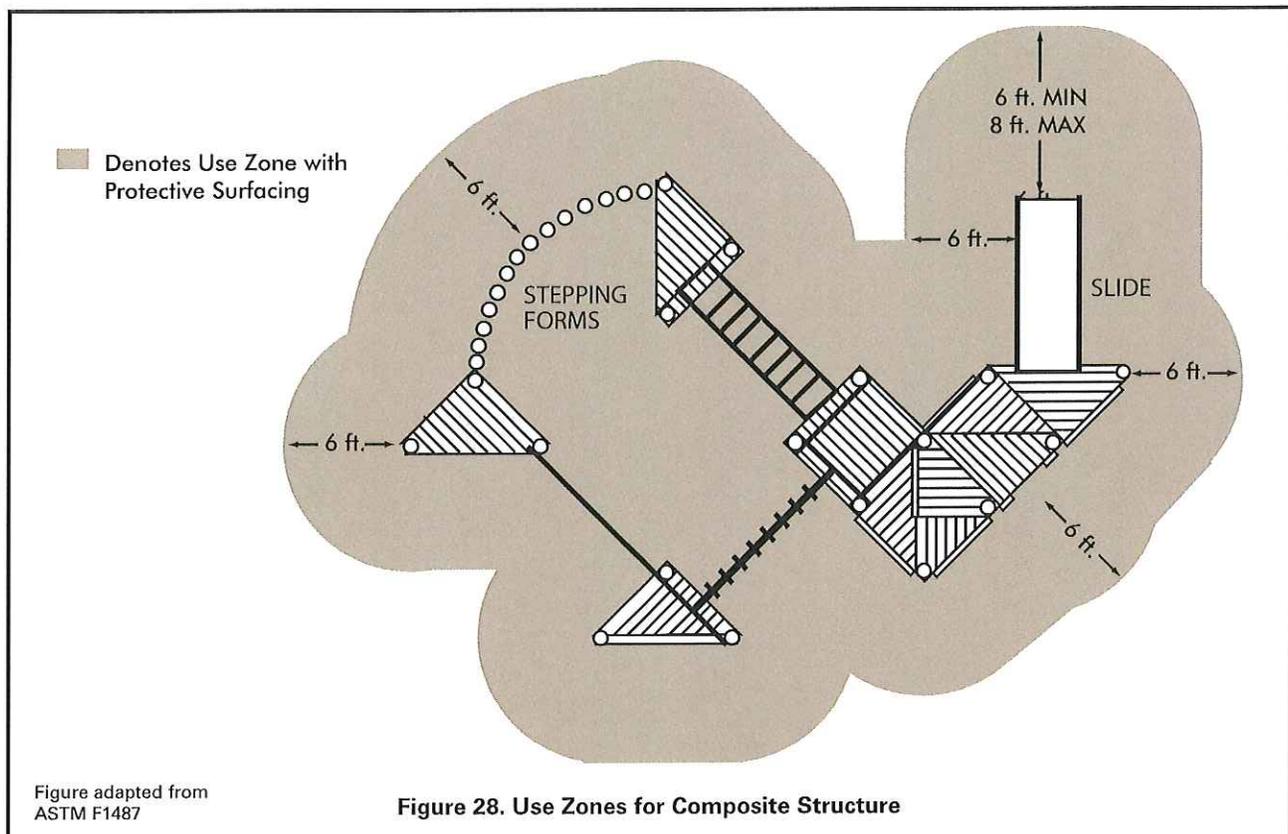
### 5.3.9 Fall height and use zones for composite structure

When two or more complementary play components are linked together in a composite structure (e.g., combination climber, slide, and horizontal ladder), the use zone should extend a minimum of 6 feet from the external perimeter of the structure (see Figure 28). Where slides are attached to a platform higher than 6 feet from the protective surfacing, the use zone may need to extend further in front of the slide (see §5.3.6.5).

### 5.3.10 Fall height and use zones not specified elsewhere

Most playground equipment belongs in one of the categories listed above. If it does not, the following general recommendations should be applied:

- The fall height of a piece of playground equipment is the distance between the highest designated playing surface and the protective surface beneath it.
- The use zone should extend a minimum of 6 feet in all directions from the perimeter of the equipment.
- The use zones of two stationary pieces of playground equipment that are positioned adjacent to one another may overlap if the adjacent designated play surfaces of each structure are no more than 30 inches above the protective surface and the equipment is at least 6 feet apart.
- If adjacent designated play surfaces on either structure exceed a height of 30 inches, the minimum distance between the structures should be 9 feet.
- Use zones should be free of obstacles.



## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

- Adequate protective surfacing under and around the equipment.
  - Install/replace surfacing
- Surfacing materials have not deteriorated.
  - Replace surfacing
  - Other maintenance: \_\_\_\_\_
- Loose-fill surfacing materials have no foreign objects or debris.
  - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
  - Rake and fluff surfacing
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
  - Rake and fluff surfacing

### Drainage (§2.4)

- The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.
  - Improve drainage
  - Other maintenance: \_\_\_\_\_

### General Hazards

- There are no sharp points, corners or edges on the equipment (§3.4).
- There are no missing or damaged protective caps or plugs (§3.4).
- There are no hazardous protrusions (§3.2 and Appendix B).
- There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).
- There are no crush and shearing points on exposed moving parts (§3.1).
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

### NOTES:

DATE OF INSPECTION:

### Security of Hardware (§2.5)

- There are no loose fastening devices or worn connections.
  - Replace fasteners
  - Other maintenance: \_\_\_\_\_
- Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.
  - Replace part
  - Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

- There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).
- There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).
- There are no damaged fences, benches, or signs on the playground.
- All equipment is securely anchored.

### Leaded Paint (§2.5.4)

- Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.
- There are no areas of visible leaded paint chips or accumulation of lead dust.
  - Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

- There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
  - Remove string or rope
  - Correct other modification
- The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
  - Clean playground
- There are no missing trash receptacles.
  - Replace trash receptacle
- Trash receptacles are not full.
  - Empty trash

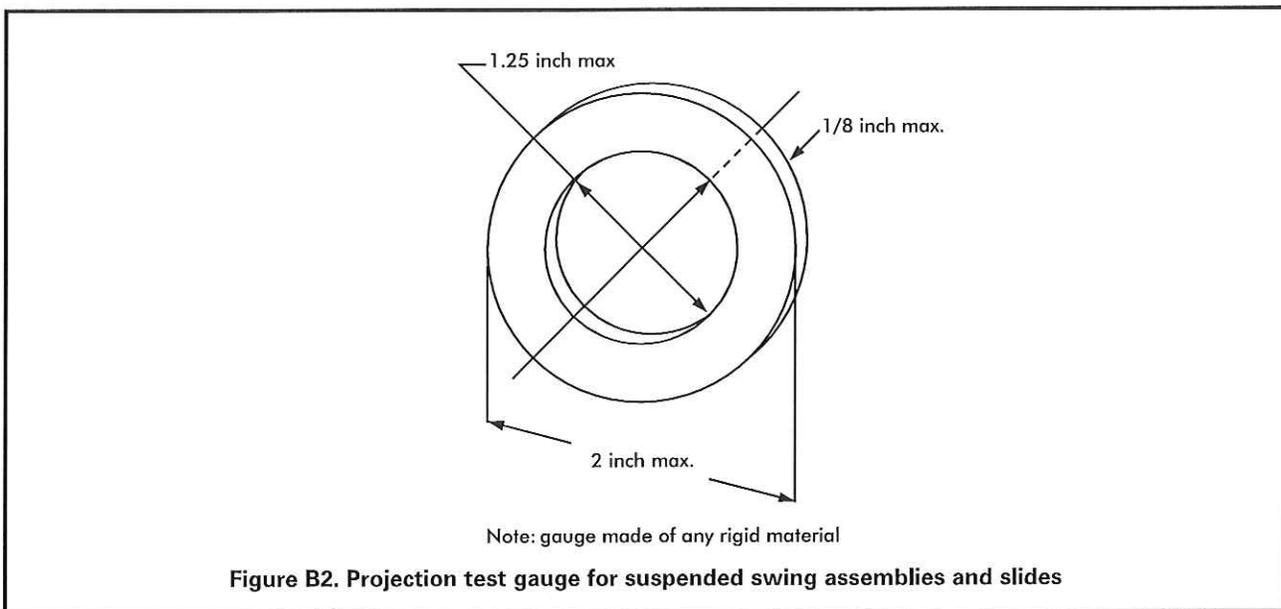
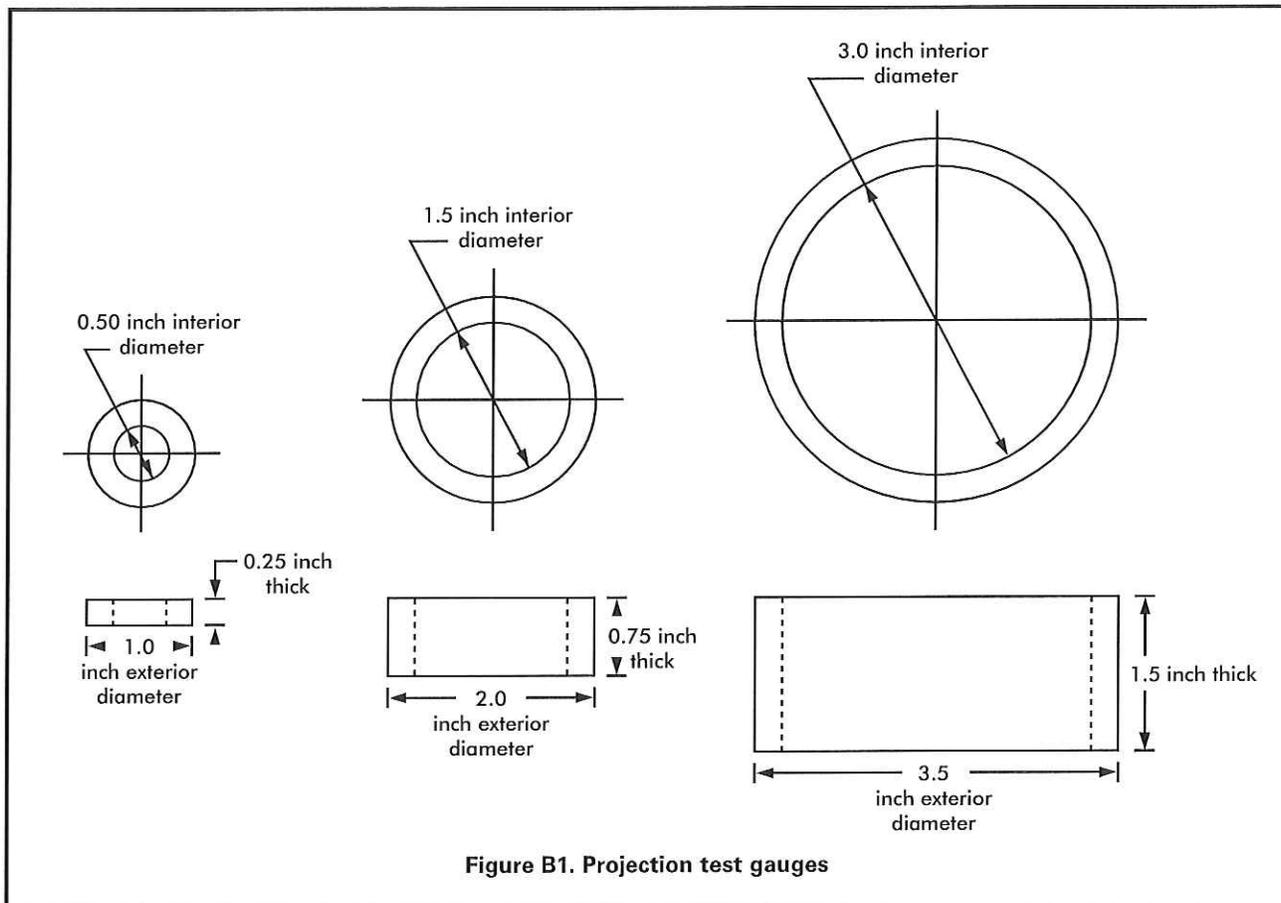
INSPECTION BY:

## **Routine Inspection and Maintenance Issues**

- Broken equipment such as loose bolts, missing end caps, cracks, etc.
- Broken glass & other trash
- Cracks in plastics
- Loose anchoring
- Hazardous or dangerous debris
- Insect damage
- Problems with surfacing
- Displaced loose-fill surfacing (see Section 4.3)
- Holes, flakes, and/or buckling of unitary surfacing
- User modifications (such as ropes tied to parts or equipment rearranged)
- Vandalism
- Worn, loose, damaged, or missing parts
- Wood splitting
- Rusted or corroded metals
- Rot

## APPENDIX B: PLAYGROUND TESTING

### B.1 Templates, Gauges, and Testing Tools



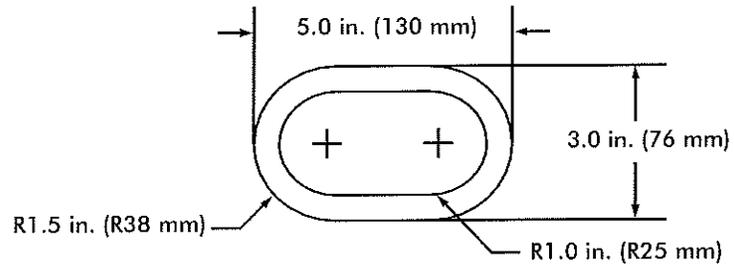


Figure B3. Toddler small torso template

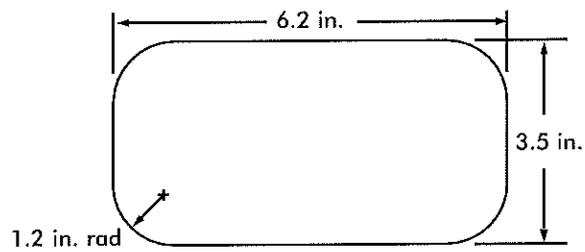


Figure B4. Preschool- and school-age small torso template

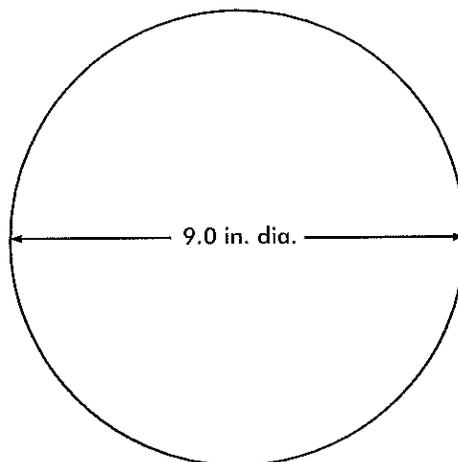
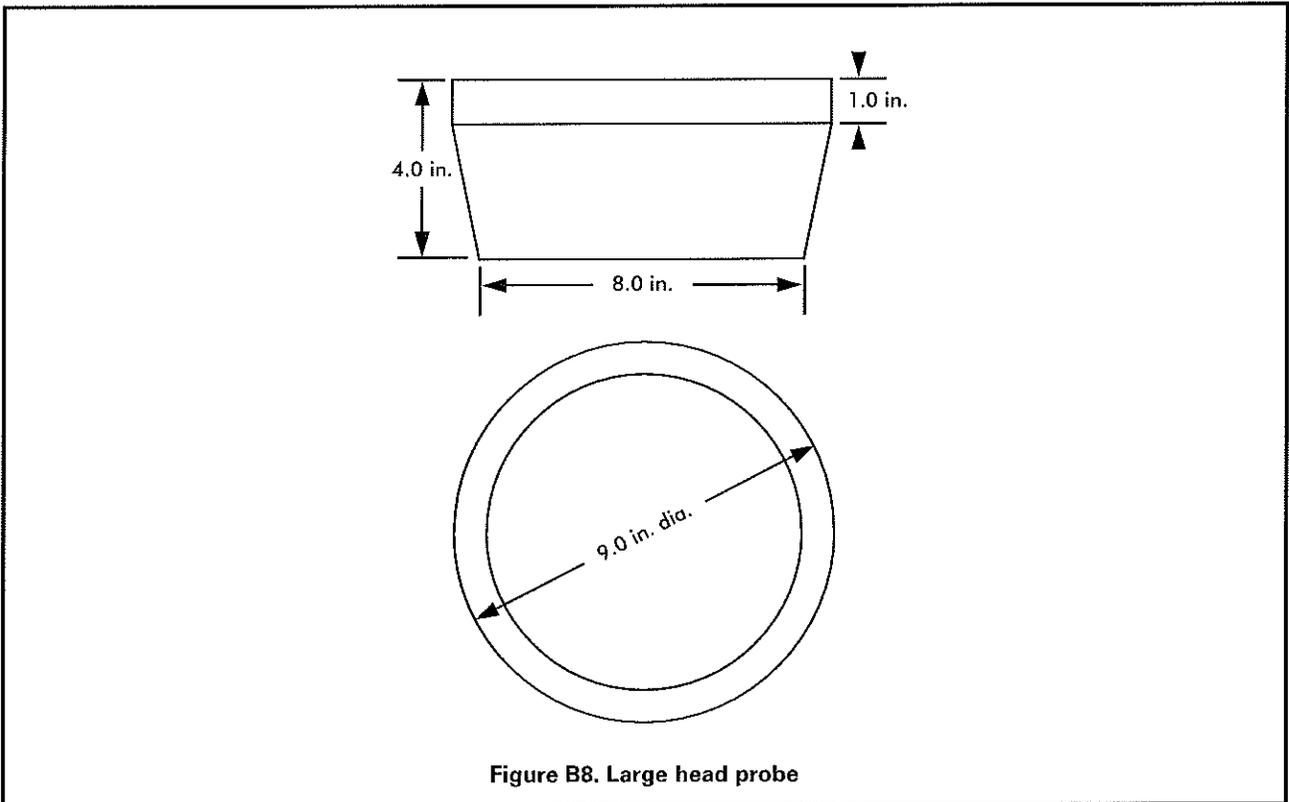
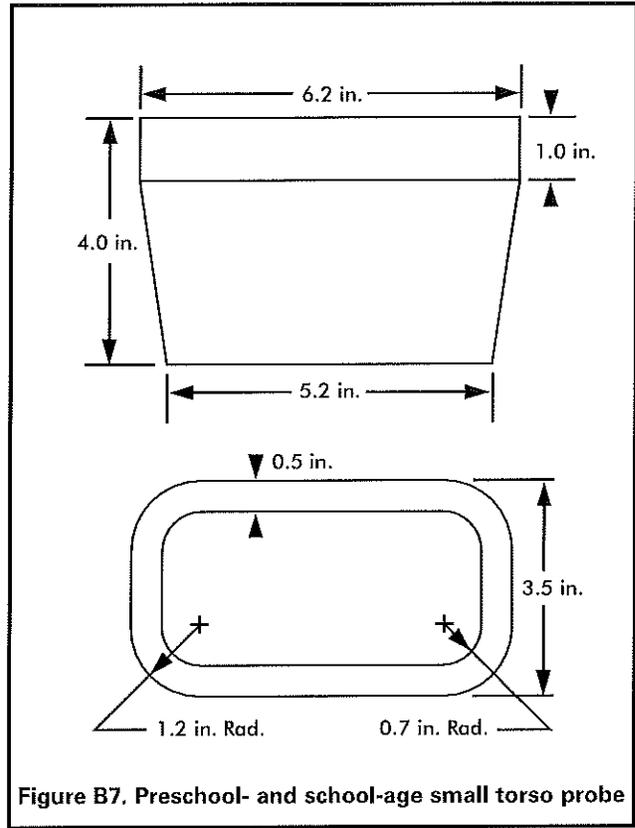
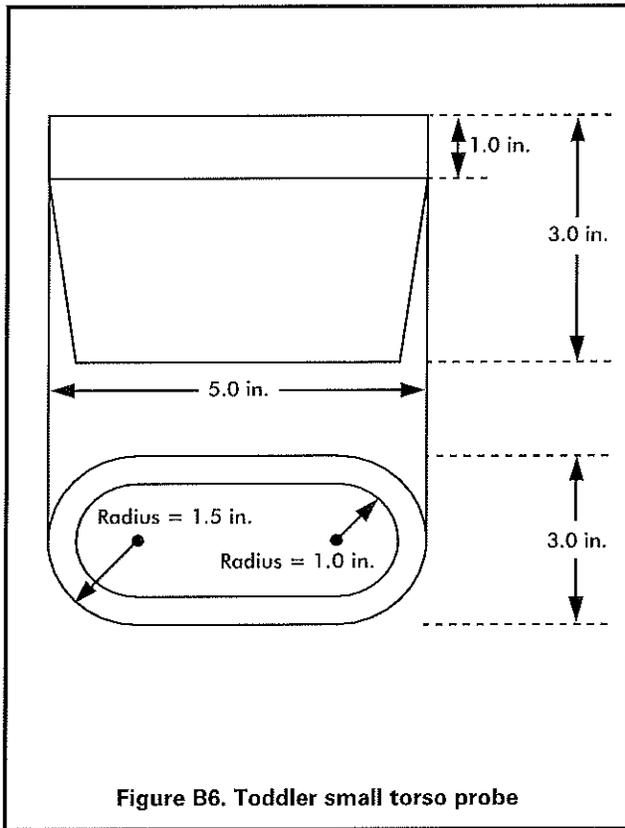


Figure B5. Large head template



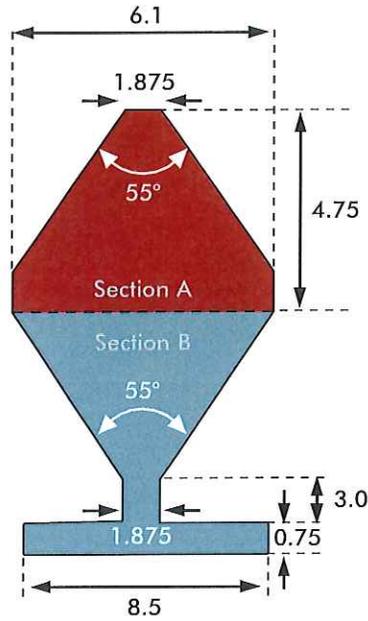


Figure B9. Preschool/School-age partially bound probe (dimensions in inches, template is 0.75 inches thick)

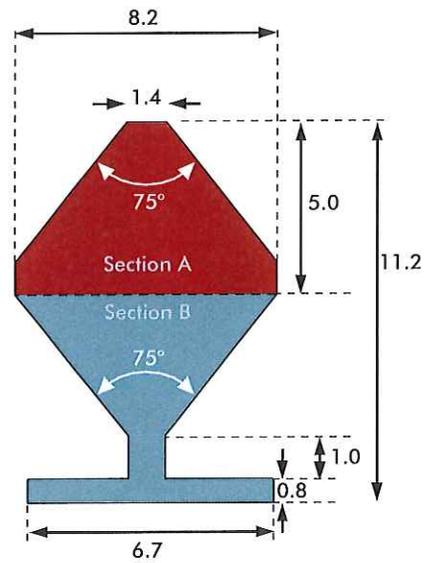


Figure B10. Toddler partially bound probe (dimensions in inches, template is 0.60 inches thick)

## APPENDIX B: PLAYGROUND TESTING

### B.2 Test Methods

#### B.2.1 Determining whether a projection is a protrusion

##### B.2.1.1 Test procedure

Step 1: Successively place each projection test gauge (see Figure B1) over any projection

Step 2: Visually determine if the projection penetrates through the hole and beyond the face of the gauge (see Figure B11 below).

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of any one of the gauges is considered a hazardous protrusion and should be eliminated.

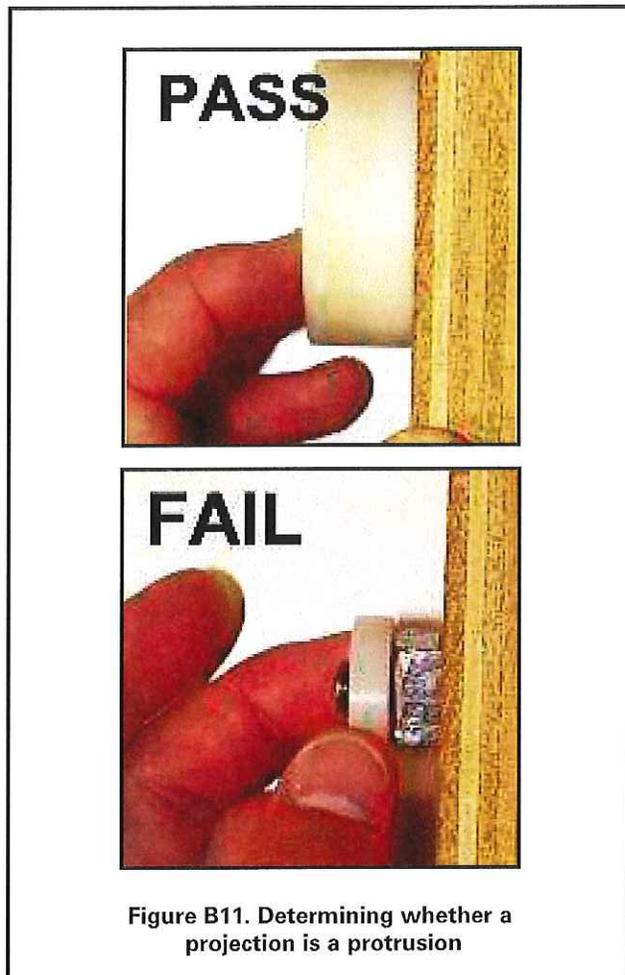


Figure B11. Determining whether a projection is a protrusion

#### B.2.2 Projections on suspended members of swing assemblies

Given the potential for impact incidents, projections on swings can be extremely hazardous. A special test gauge (see Figure B2) and procedure are recommended. When tested, no bolts or components in the potential impact region on suspended members should extend through the hole beyond the face of the gauge.

##### B.2.2.1 Test procedure

Step 1: Hold the gauge (Figure B2) vertically with the axis through the hole parallel to the swing's path of travel.

Step 2: Place the gauge over any projections that are exposed during the swing's path of travel.

Step 3: Visually determine if the projection penetrates through the hole and beyond the face of the gauge.

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

#### B.2.3 Projections on slides

To minimize the likelihood of clothing entanglement on slides, projections that (1) fit within any one of the three gauges shown in Figure B1 and (2) have a major axis that projects away from the slide bed should not have projections greater than 1/8 inch perpendicular to the plane of the surrounding surface (Figure B12).

##### B.2.3.1 Test procedure

Step 1: Identify all projections within the shaded area shown in Figure B13.

Step 2: Determine which, if any, fit inside the projection test gauges (Figure B1).

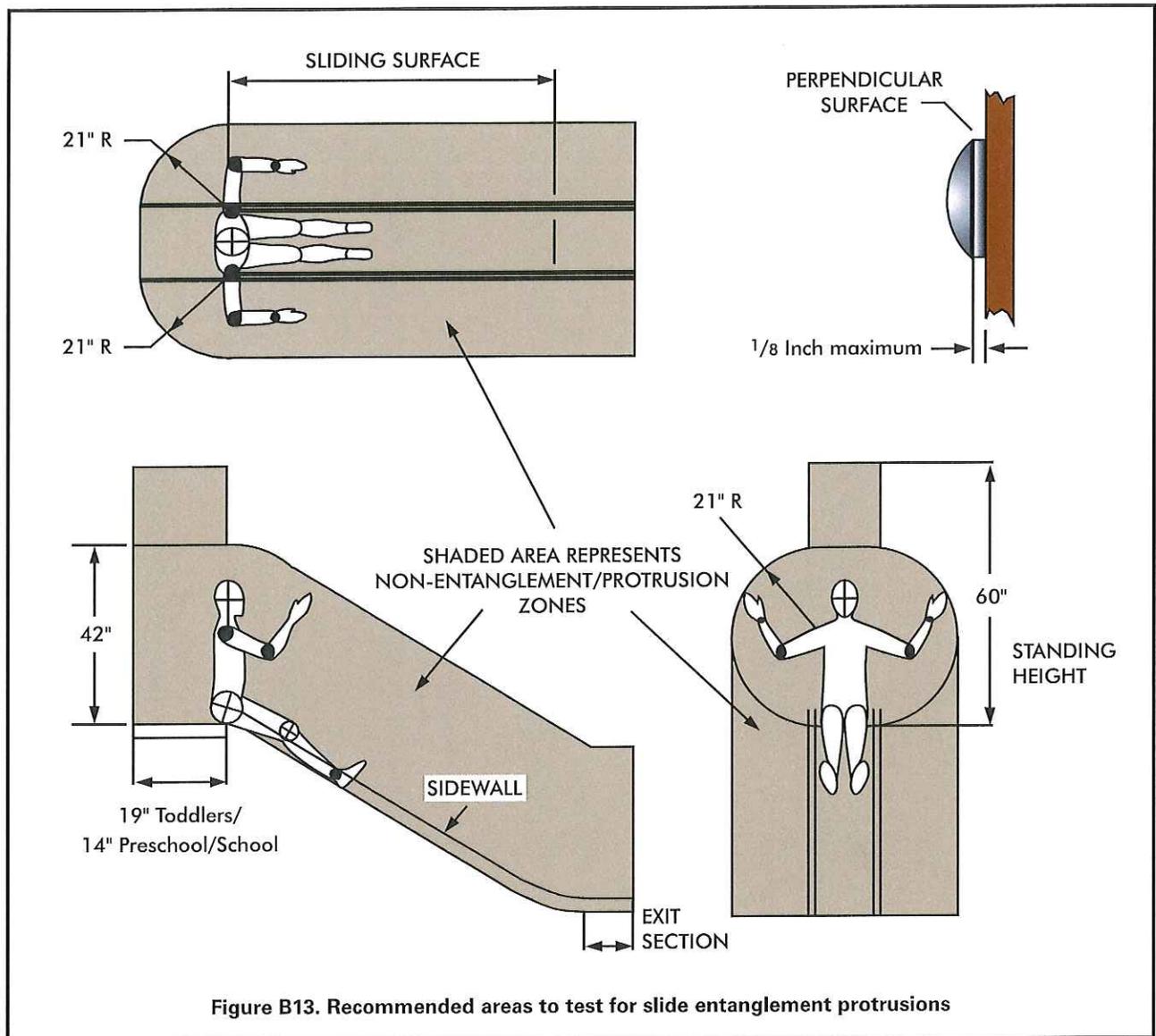
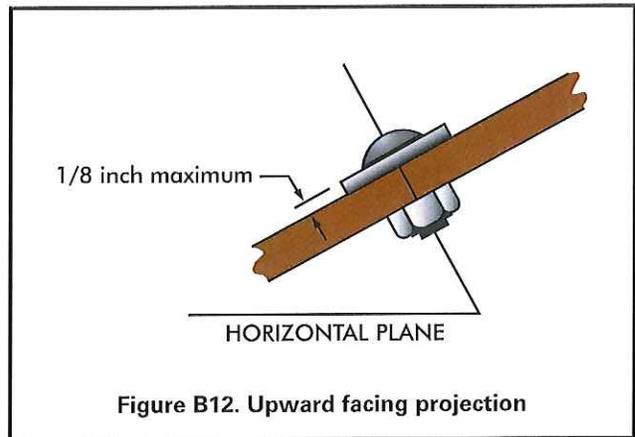
Step 3: Place the swing and slide projection gauge (Figure B2) next to the projection to check the height of the projection.

Step 4: Visually determine if the projection extends beyond the face of the slide projection gauge.

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

*NOTE: This test procedure is not applicable to the underside of a slide chute. For a slide chute with a circular cross section, the portion of the underside not subject to this projection recommendation is shown in Figure 18. The general recommendations for projections in §B.2.1 are applicable to the underside of the slide.*

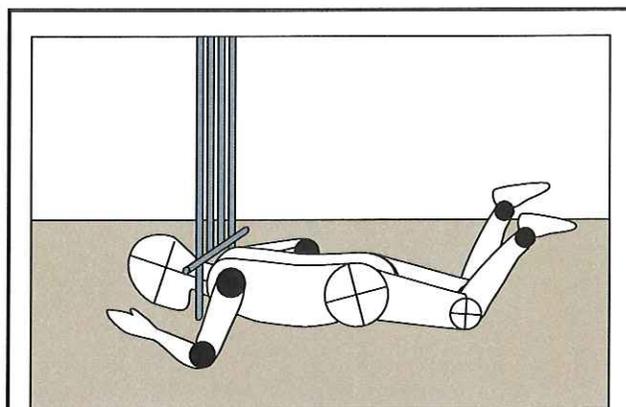


## B.2.4 Entrapment

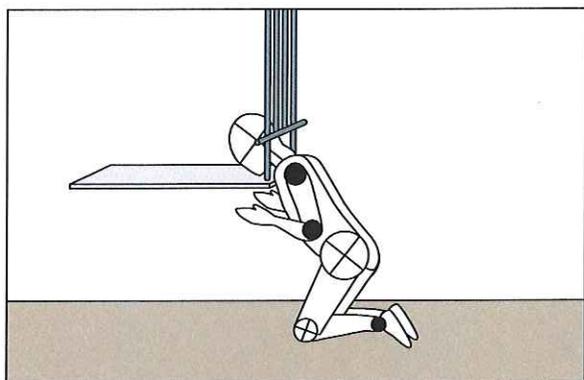
### B.2.4.1 General

Any completely-bounded opening (Figure B14) that is not bounded by the ground may be a potential head entrapment hazard. Even those openings which are low enough to permit a child's feet to touch the ground present a risk of strangulation to an entrapped child, because younger children may not have the necessary intellectual ability and motor skills to withdraw their heads, especially if scared or panicked. An opening may present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. If one dimension of an opening is within this potentially hazardous range, all dimensions of the opening should be considered together to fully evaluate the possibility of entrapment. The most appropriate method to determine whether an opening is hazardous is to test it using the following fixtures, methods, and performance criteria.

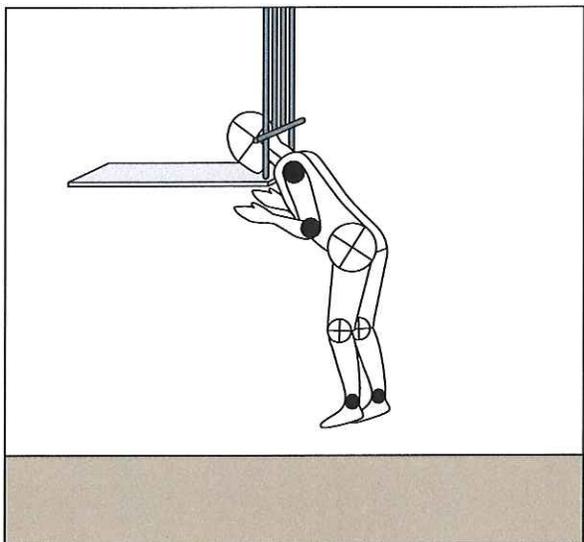
These recommendations apply to all playground equipment, i.e., toddler, preschool-age, and school-age children. Fixed equipment as well as moving equipment (in its stationary position) should be tested for entrapment hazards. There are two special cases for which separate procedures are given: (1) completely-bounded openings where depth of penetration is a critical issue (see Figure B15) and (2) openings formed by flexible climbing components.



Ground-bounded: Not subject to entrapment recommendations.



Low entrapment



High entrapment

Figure B14. Examples of completely bounded openings

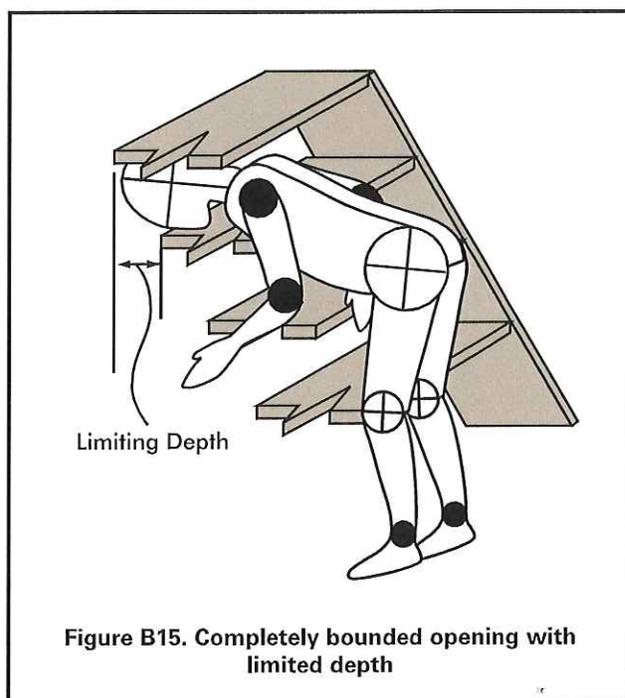


Figure B15. Completely bounded opening with limited depth

### B.2.5 Test fixtures

Two templates are required to determine if completely bounded openings in rigid structures present an entrapment hazard. These templates can easily be fabricated from cardboard, plywood, or sheet metal.

#### B.2.5.1 Small torso template

The dimensions (see Figure B3 and Figure B4) of this template are based on the size of the torso of the smallest user at risk (5th percentile 6-month-old child for Figure B3 and 2-year-old child for Figure B4). If an opening is too small to admit the template, it is also too small to permit feet first entry by a child. Because children's heads are larger than their torsos, an opening that does not admit the small torso template will also prevent head first entry into an opening by a child.

#### B.2.5.2 Large head template

The dimensions (see Figure B5) of this template are based on the largest dimension on the head of the largest child at risk (95th percentile 5-year-old child). If an opening is large enough to permit free passage of the template, it is large enough to permit free passage of the head of the largest child at risk in any orientation. Openings large enough to permit free passage of the large head template will not entrap the chest of the largest child at risk.

#### B.2.5.3 Completely bounded openings with unlimited depth

##### B.2.5.3.1 Test procedure

- Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool- and school-age playgrounds).
- Step 2: Identify all completely bounded openings.
- Step 3: Attempt to place the small torso template in the opening with the plane of the template parallel to the plane of the opening. While keeping it parallel to the plane of the opening, the template should be rotated to its most adverse orientation (i.e., major axis of template oriented parallel to the major axis of the opening.)

Step 4: Determine if the small torso template can freely pass through the opening.

No: Pass. Stop

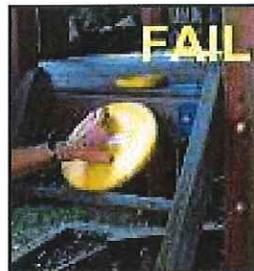
Yes: Continue



Step 5: Place the large head template in the opening, again with the plane of the template parallel to the plane of the opening, and try to insert it through the opening.

**Pass:** The large head template can be freely inserted through the opening

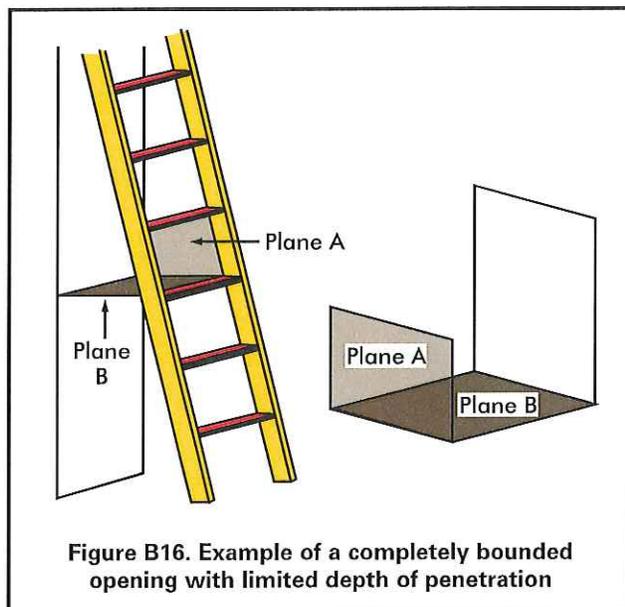
**Fail:** The opening admits the small torso template but does not admit the large head template.



#### B.2.5.4 Completely bounded openings with limited depth of penetration

The configuration of some openings may be such that the depth of penetration is a critical issue for determining the entrapment potential. For example, consider a vertical wall or some other barrier behind a step ladder. The entrapment potential depends not only on the dimensions of the opening between adjacent steps but also on the horizontal space between the lower boundary of the opening and the barrier. A child may enter the opening between adjacent steps feet first and may proceed to pass through the space between the rear of the lower step and the barrier and become entrapped when the child's head is unable to pass through either of these two openings. In effect, there are openings in two different planes, and each has the potential for head entrapment and should be tested.

Figure B16 illustrates these two planes for a step ladder as well as for a generic opening. Plane A is the plane of the completely bounded opening in question, and Plane B is the plane of the opening encompassing the horizontal space between the lower boundary of the opening in Plane A and the barrier that should also be tested for entrapment hazards.



##### B.2.5.4.1 Test procedure

**Step 1:** Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).

**Step 2:** Identify all completely bounded openings with limited depth of penetration.

**Step 3:** Place the small torso template in the opening in Plane A with its plane parallel to Plane A; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane A.

**Step 4:** Determine if the opening in Plane A admits the small torso template in any orientation when rotated about its own axis.

**No: Pass.** The opening is small enough to prevent either head first or feet first entry by the smallest user at risk and is not an entrapment hazard.

**Yes: Continue.**

**Step 5:** Place the small torso template in the opening in Plane B with its plane parallel to Plane B; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane B.

**Step 6:** Determine if the opening in Plane B admits the small torso template.

**No: Pass.** The depth of penetration into the opening in Plane A is insufficient to result in entrapment of the smallest user at risk.

**Yes: Continue.**

**Step 7:** Place the large head template (Figure B5) in the opening in Plane A with its plane parallel to Plane A. Determine if the opening in Plane A admits the large head template.

**No: Fail.** A child, whose torso can enter the opening in Plane A as well as the opening in Plane B, may become entrapped by the head in the opening in Plane A.

**Yes: Continue.**

**Step 8:** With the plane of the large head template parallel to the opening in Plane B, determine if the opening in Plane B admits the large head template.

**No: Fail.** The largest user at risk cannot exit the opening in Plane B.

**Yes: Pass.** The openings in Plane A and Plane B do not pose an entrapment risk.

### B.2.5.5 Flexible openings

Climbing components such as flexible nets are also a special case for the entrapment tests because the size and shape of openings on this equipment can be altered when force is applied, either intentionally or simply when a child climbs on or falls through the openings. Children are then potentially at risk of entrapment in these distorted openings.

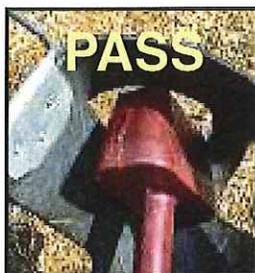
The procedure for determining conformance to the entrapment recommendations for flexible openings requires two three-dimensional test probes which are illustrated in Figure B6, Figure B7, and Figure B8 are applied to an opening in a flexible component with a force of up to 50 pounds.

#### B.2.5.5.1 Test procedure

- Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).
- Step 2: Identify all completely bounded openings with flexible sides.
- Step 3: Place the small torso probes (Figures B6 and B7) in the opening, tapered end first, with the plane of its base parallel to the plane of the opening.
- Step 4: Rotate the probe to its most adverse orientation (major axis of probe parallel to major axis of opening) while keeping the base parallel to the plane of the opening.
- Step 5: Determine if the probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

No: Pass. Stop

Yes: Continue.



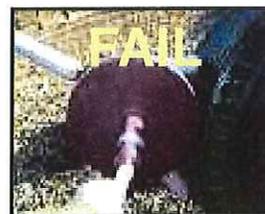
Step 6: Place the large head probe (Figure B8) in the opening with the plane of its base parallel to the plane of the opening.

Step 7: Determine if the large head probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

Yes: Pass. Stop.



No: Fail.



### B.2.5.6 Partially bound openings

A partially bound opening is any opening which has at least one side or portion open, such as a U- or V-shaped opening. These openings can still pose an entrapment hazard by allowing the neck to enter but not allowing the head to slip out. A partially bound opening can be any part of the playground equipment where a child could get his or her neck caught, so it includes not only two- or three-sided openings, but also areas of large openings (large enough for the head template to enter) that have the characteristics that can entrap a child's neck. Several examples outlines of this situation are shown in the figures below. Openings that have an outline similar to these figures are often found when two parts of a playground meet, for example, the top of a slide and the side of a guardrail.

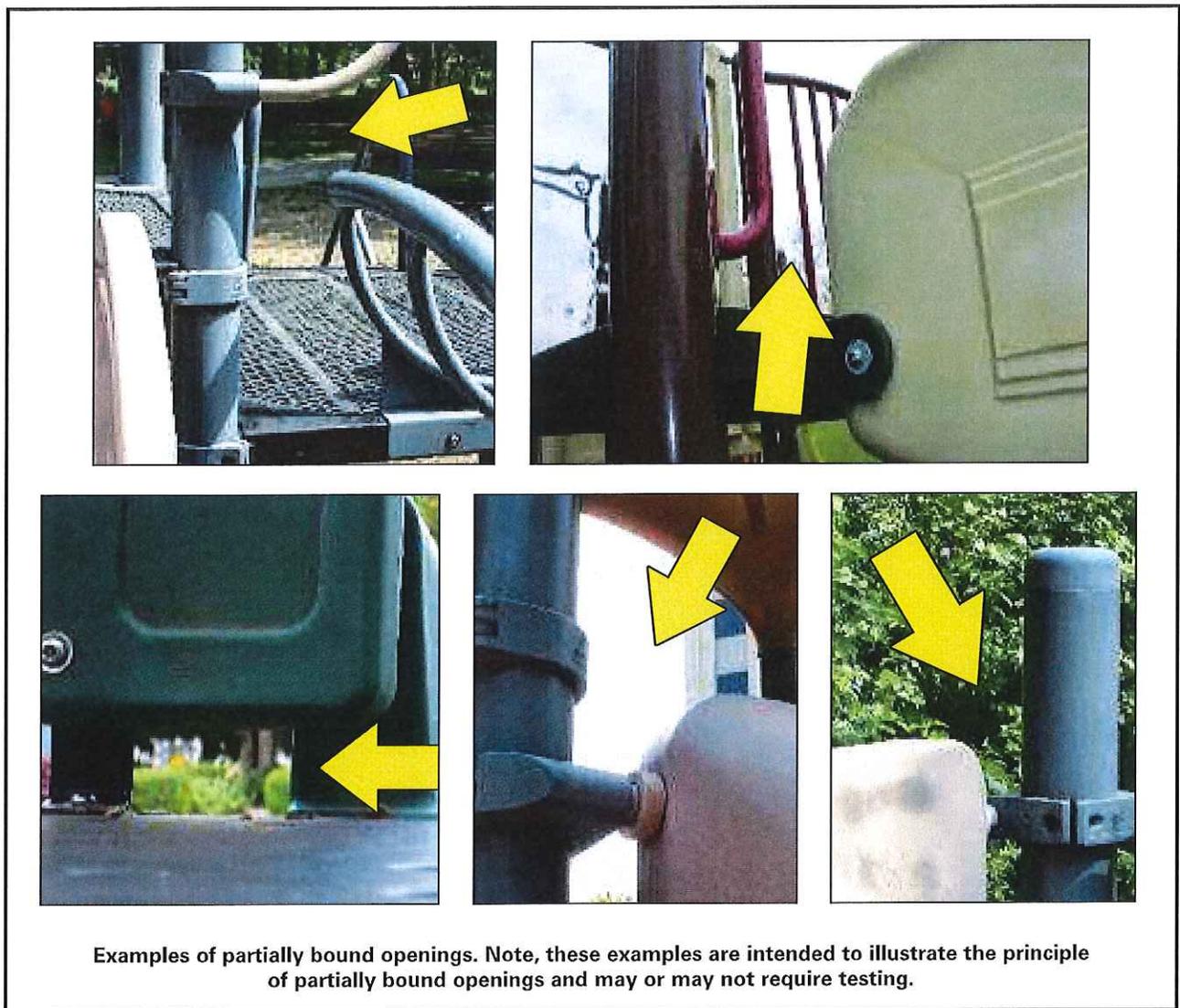
Identifying partially bound openings varies depending on the age range of the playground. Openings that should be tested include any opening where:

For toddlers:

- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal) or 45 degrees below horizontal.

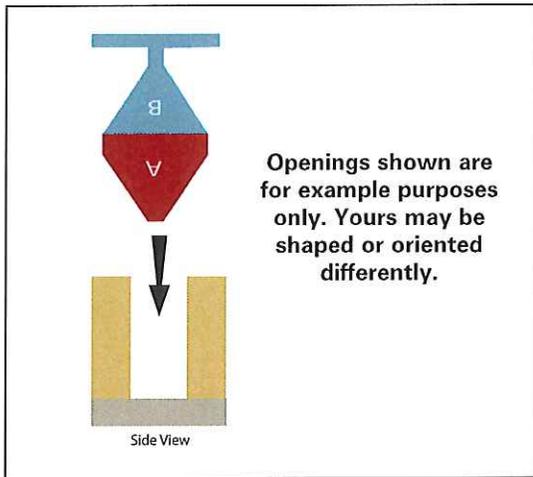
For preschool- and school-age:

- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal)



**B.2.5.6.1 Test procedure**

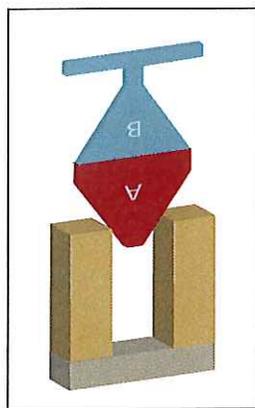
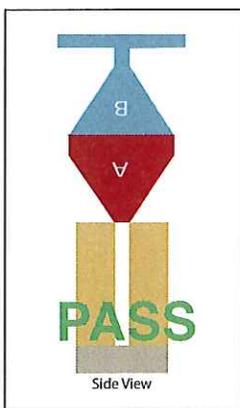
- Step 1: Select the appropriate Partially Bound Template based on the intended users of the playground (Figure B10 for toddler playgrounds, Figure B9 for preschool and school-age playground).
- Step 2: Identify partially bound openings.
- Step 3: Align the template so that the face of the template is parallel to the plane of the opening and the narrow tip of the A section is pointing toward the opening.



- Step 4: Insert the A portion of the template into the opening following the centerline of the opening.
- Step 5: Once inserted as far as possible, determine if there is simultaneous contact between the sides of the opening and both of the top corners at the narrow tip of section A.

**Yes:** Pass. Stop

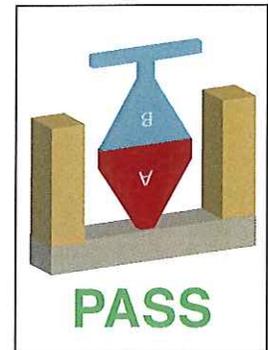
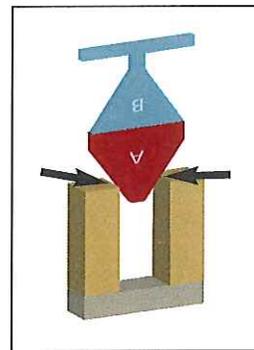
**No:** continue



- Step 6: While still inserted as far as possible, determine if there is simultaneous contact between both of the angled sides of section A and the sides of the opening.

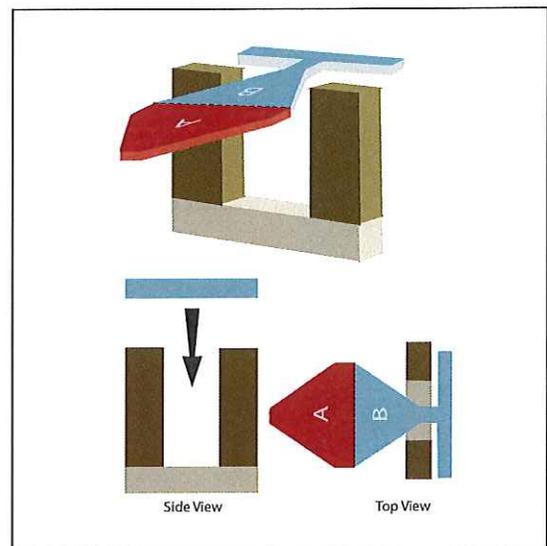
**Yes:** Note the points on the sides of opening where contact was made and continue

**No:** Pass. The narrow tip should be resting on the lower boundary of the opening with no contact with the sides of the opening. Stop



- Step 7: Remove the template and turn the template so that the face of the template is perpendicular to the opening.

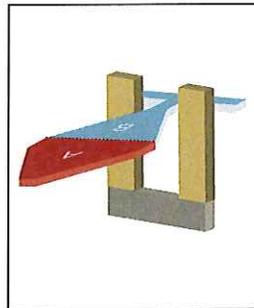
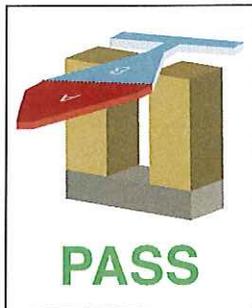
- Step 8: Following the plane of the opening, insert the B portion of the template into the opening so that the narrow part of the B portion is between the sides of the opening.



Step 9: Once inserted as far as possible, determine if the B portion is completely past the points where contact was made on the sides of the opening with the A portion.

No: Pass. Stop

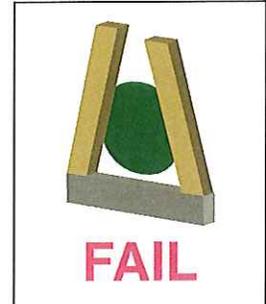
Yes: Toddlers:  
Fail. Stop  
Preschool and  
School-age:  
Continue



Step 11: Determine if the Large Head Template passes freely through the larger opening.

Yes: Pass

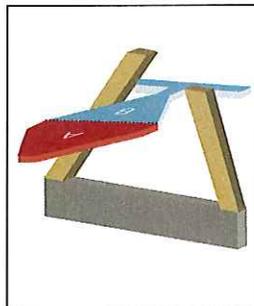
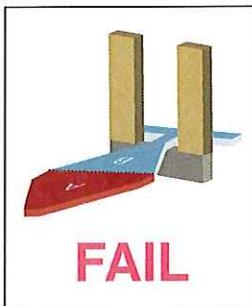
No: Fail



Step 10: Determine if the B portion can reach a point where the opening increases in size.

No: Fail. Stop

Yes: continue

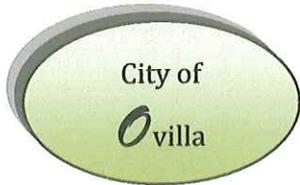


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# Villa City Council

## AGENDA ITEM REPORT

Item: 9

Meeting Date: May 09, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other

### Attachments - only if requested:

- C1. March 2016 Financial Transactions over \$5,000
- C2. Committed Fund Balance for quarter ending March 31, 2016
- C3. Quarterly Investment Report
- C4. Minutes of the Council Briefing Session and Regular Meeting of April 11, 2016.
- C5. Minutes of the Special Council Meeting of April 19, 2016.
- C6. Contract with Old Castle ([Approved Budget Amendment](#))
- C7. Contract with Birch Communications ([Approved Budget Amendment](#))
- C8. Contract with Fuquay ([Approved Budget Amendment](#))
- C9. Contract with SRRG Interlocal ([Approved Budget Amendment](#))
- C10. Ordinance 2016-10, ATMOS settlement
- C11. Resolution R2016-02, ONCOR procedural schedule
- C12. Cooperative Purchasing Program with Tarrant County

### Agenda Item / Topic:

- 9. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

### Discussion/Justification

This item is for individual consideration in the event any consent item is pulled from the Consent Agenda.

### Recommendation / Staff Comments:

### Sample Motion(s):

*I move to. . .*