
**Meeting Agenda
Ovilla Park Board
Ovilla Municipal Building, Council Chamber Room
105 S. Cockrell Hill Road, Ovilla, Texas 75154
November 07, 2016**

NOTICE is hereby given of a Regular Meeting of the Park Board of the City of Ovilla, to be held on Monday, November 07, 2016 at 5:00 P.M. at 105 S. Cockrell Hill Road, Ovilla, Texas, 75154 for the purpose of considering the following items.

Call to Order

- Invocation
- Pledge of Allegiance

Comments, Presentations, Reports and/or Appointments

- Citizen Comments
The Park Board welcomes comments from the public. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. 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.
- Review of Park Impact Fund and Park Financials
- Public Works Director will review Park Maintenance checklists

Consent Items

Minutes of the October 03, 2016 Regular Park Board Meeting

Regular Agenda

- ITEM 1. **DISCUSSION/ACTION** - Consideration of and action on programming for *Christmas in the Park* fall event and take action as necessary to direct staff.
- ITEM 2. **DISCUSSION/ACTION** - Consideration of and action on Instagram and Facebook social media links to the City website by the Park Board.
- ITEM 3. **DISCUSSION/ACTION** - Consideration of and action on requests from Board Members for future agenda items.

ADJOURNMENT

This is to certify that a copy of the Notice of the Ovilla Park Board Meeting of November 07, 2016 was posted on the bulletin board at City Hall, 105 S. Cockrell Hill Road, Ovilla, Texas, on November 04, 2016 prior to 5:00 p.m.




Pamela Woodall
City Secretary

DATE OF POSTING: 11-04-2016 TIME: 10:30 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.

City of Ovilla General Fund
 Profit & Loss Budget vs. Actual
 October 2015 through September 2016

	<u>Oct '15 - Sep 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expense				
60 · Parks				
5602400 · Rentals				
5602490 · Rental - Other	2,775.21	3,000.00	(224.79)	92.51%
Total 5602400 · Rentals	2,775.21	3,000.00	(224.79)	92.51%
5602600 · Special Expenses				
5602680 · Heritage Day	14,106.05	13,000.00	1,106.05	108.51%
5602690 · Special Events	2,898.66	4,500.00	(1,601.34)	64.42%
Total 5602600 · Special Expenses	17,004.71	17,500.00	(495.29)	97.17%
5603400 · Maintenance Supplies & Parts				
5603460 · Miscellaneous	275.16	300.00	(24.84)	91.72%
Total 5603400 · Maintenance Supplies & Parts	275.16	300.00	(24.84)	91.72%
5605400 · Utilities				
5605450 · Electricity	7,388.93	8,300.00	(911.07)	89.02%
Total 5605400 · Utilities	7,388.93	8,300.00	(911.07)	89.02%
5605500 · Repairs & Bldg Improvements				
5605520 · Repairs - Building		250.00	(250.00)	
5605530 · Repairs-Imp Other Than Bldgs	649.42	1,000.00	(350.58)	64.94%
Total 5605500 · Repairs & Bldg Improvements	649.42	1,250.00	(600.58)	51.95%
5605600 · Insurance				
5605610 · Insurance - Property	114.32	115.00	(0.68)	99.41%
5605620 · Insurance - Liability	520.76	521.00	(0.24)	99.95%
5605640 · Insurance - Vehicle	228.08	230.00	(1.92)	99.17%
Total 5605600 · Insurance	863.16	866.00	(2.84)	99.67%
5605700 · Other Expenses				
5605765 · Miscellaneous	240.04	300.00	(59.96)	80.01%
Total 5605700 · Other Expenses	240.04	300.00	(59.96)	80.01%
5606400 · Minor Capital Outlay				
5606410 · Land Improvements	13,699.41	14,093.00	(393.59)	97.21%
5606440 · Machinery & Equipment	2,024.89	500.00	1,524.89	404.98%
Total 5606400 · Minor Capital Outlay	15,724.30	14,593.00	1,131.30	107.75%
5607400 · Capitalized Assets				
5607440 · Machinery & Equipment	1,042.87	1,000.00	42.87	104.29%
Total 5607400 · Capitalized Assets	1,042.87	1,000.00	42.87	104.29%
Total 60 · Parks	45,963.80	47,109.00	(1,145.20)	97.57%
Total Expense	45,963.80	47,109.00	(1,145.20)	97.57%

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

	Current	Year to Date	Budget	\$ Over	% of Budget
	Sept 2016	Oct 2015 - Sept 2016		(Under)	Thru Sept
				Budget	100%
Revenues					
4000400 · Charges for Services					
4000460 · Park Impact	3,011	14,719	16,726	(2,007)	88%
Total 4000400 · Charges for Services	3,011	14,719	16,726	(2,007)	88%
4000800 · Other Revenue					
4000840 · Interest Earned	13	149	100	49	149%
Total 4000800 · Other Revenue	13	149	100	49	149%
Total Revenues	3,024	14,868	16,826	(1,958)	88%
Expenditures					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	6,000	6,000	0	100%
Total 5607400 · Capitalized Assets	0	6,000	6,000	0	100%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	10,326	(10,326)	0%
Total 5609000 · Reserves	0	0	10,326	(10,326)	0%
Total Expenditures	0	6,000	16,826	(10,826)	36%
Net Change in Fund Balance	3,024	8,868	0	8,868	100%

2:08 PM
10/31/16
Accrual Basis

City of Ovilla - Park Impact Fund
Balance Sheet
As of September 30, 2016

	<u>Sep 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
1010200 - Park Impact -Prosperity MM 7613	70,765.22
Total Checking/Savings	<u>70,765.22</u>
Total Current Assets	<u>70,765.22</u>
TOTAL ASSETS	<u><u>70,765.22</u></u>
LIABILITIES & EQUITY	
Equity	
3900 - Retained Earnings	61,897.14
Net Income	8,868.08
Total Equity	<u>70,765.22</u>
TOTAL LIABILITIES & EQUITY	<u><u>70,765.22</u></u>

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).

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

NOTES:

DATE OF INSPECTION:

10/5/16, 10/27/16

INSPECTION BY:

Mow & weed eat.

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

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Security of Hardware (§2.5)

- There are no loose fastening devices or worn connections.
 - Replace fasteners
 - Other maintenance: *Replaced bolts and tighten.*
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 - Replace part
 - Other maintenance: _____

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NOTES:

DATE OF INSPECTION:

(10-5-16.) (10-26-16.)

INSPECTION BY:

[Signature]

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 - Replace fasteners
 - Other maintenance: _____
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 - Replace part
 - Other maintenance: _____

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 - Replace trash receptacle
- Trash receptacles are not full.
 - Empty trash

NOTES:

DATE OF INSPECTION:

10/5/16 10/27/16.

INSPECTION BY: *DR.*
Replace Boards on fence and paint.
Mow & weed bed.

City of Ovilla Park Board
MINUTES
October 03, 2016

Chairperson Treadaway called the meeting of the Ovilla Park Board to order on Monday, October 03, 2016 at 5:01 p.m., with notice of the meeting duly posted, at the Ovilla Municipal Building, City Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, TX 75154 and the City website. Chair of the Board, Brian Treadaway 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.*

Chairperson Treadaway announced present members and those absent, thus constituting a quorum. City Manager Dennis Burn, various department directors and staff were present.

Board Members	Board and/or Staff Absent	Staff Present
Place 1, Teresa Lindsey	Place 4, Angela Love	City Manager Dennis Burn
Place 2, Monna Yordy		PW Director Brad Piland
Place 3, Brian Treadaway		City Secretary Pam Woodall
Place 5, Windy Zabochnik		

Chairperson Treadaway gave the invocation and led the recitation of the Pledge of Allegiance.

COMMENTS, PRESENTATIONS, REPORTS AND/OR APPOINTMENTS

Citizen Comments

No comments.

Reports

1. The Park Board reviewed the Park Impact Financials. City Manager Dennis Burn advised that the Park Financials would be included in the next report.
2. The Board and staff reviewed each of the Parks maintenance checklists. Public Works Director Brad Piland advised that maintenance on the park equipment was a continual process.
3. The city manager advised the Board of the restricted use of the city website, however, also advised the possibility of opening a Park Facebook/Twitter/Instagram account(s) that will be connected to the city website and allowing one member of the Board to assist in postings. The consensus of the Board was to appoint Chair Treadaway as the Park Board member responsible to prepare and share submittals to city staff on Board postings and the creation of media accounts.

CONSENT ITEMS

Minutes of August 01, 2016 Park Board Meeting
Annual Calendar of Park Board meetings

PL5 Zabochnik moved that the Board approve the Park Board minutes and annual calendar of meetings as presented, seconded by PL2 Yordy.

No oppositions, no abstentions.

VOTE: Motion carried unanimously 4-0.

City of Ovilla Park Board
MINUTES
October 03, 2016

REGULAR AGENDA

- ITEM 1. DISCUSSION/ACTION** – Consideration of and action on programming for *Movie in the Park* fall event and take action as necessary to direct staff.

The Board and staff discussed a review of the previous meetings and affirmative plans for the event:

1. Date: December 03, 2016 beginning around 6:00
2. Name of the event: Christmas in the Park
3. Activities in this order:
 - a. Christmas tree lighting
 - b. Visit with Santa
 - c. Showing of the movie selected – Polar Express

Staff confirmed that once the flyer was created, it would be placed on the website and mailed. A CTY (telephone) notice would go out a few days before the event. Chair Treadaway offered to create the flyer. Staff would have the equipment and movie rental in place by the next Board meeting.

PL5 Zabochnik moved to approve all noted items discussed and agreed upon as listed, seconded by PL2 Yordy.
No oppositions, no abstentions.

VOTE: Motion carried unanimously 4-0.

- ITEM 2. DISCUSSION/ACTION** – Consideration of and action on the preparation, organization and planning for the Christmas Tree Lighting Ceremony and take action as necessary to direct staff.

The Board and staff reiterated their discussions under Item 1. The Ovilla Service League has provided refreshments in the past and will continue with that tradition, per PL5 Zabochnik.

No Action.

- ITEM 3. DISCUSSION/ACTION** – Consideration of and action on the vision and goals of the Park Board that include Goal Statement 2 of the Strategic Guide and submit to staff for a presentation to Council.

The Board and staff reviewed the responsibility of Board with regard to the Strategic Guide, noting it was necessary to review and update their portion of Strategic Guide annually. The Board has taken on a more active role in working with the City on various projects in the past year, helping pilot the Christmas Tree Lighting and assisting with Heritage Day. The Board has also hosted two Music in the Park events and a Movie in the Park event; planning for another one in December 2016.

Goal Statement 2 of the Strategic Guide 2013-2018 calls for the City to create a Master Parks Plan that connects the community. The Park Board will begin working on this project in the fiscal year 2016-2017 serving as an advisory and voluntary capacity to work with staff to develop this Master Parks Plan.

These goals in conjunction of the already set goals of the Park Board are listed under the Strategic Guide. Some of the goals under the Strategic Guide that have been addressed are as follows:

1. Create a Master Parks Plan, after completion of the new Strategic Plan. (The Comprehensive Land Use Plan was recently updated)
2. Movie in the Park / Music in Park (established and on-going)

City of *O*villa Park Board
MINUTES
October 03, 2016

-
3. Park Board Ordinance (created and approved)
 4. Develop Park maintenance plan (developed by Public Works and using the guidelines of the Park Safety Handbook recommended by the city's insured, Texas Municipal League)

Discussion only. No Action.

ITEM 4. DISCUSSION/ACTION - Consideration of and action on requests from Board Members for future agenda items.

Chair Treadaway	Continued discussion and clarification on creating a social media account for the Park Board.
CM Dennis Burn	Will place the Christmas event on the agenda through the holiday.
PL1 Lindsey	None
PL2 Yordy	None
PL4 Love	Absent
PL5 Zabochnik	None

No Action.

ADJOURNMENT

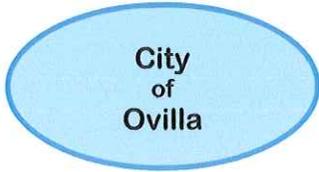
PL5 Zabochnik moved to adjourn the meeting, seconded by PL1 Lindsey.
There being no further business, Chairman Treadaway adjourned the meeting at 5:45 p.m.

Attest:

Brian Treadaway, Chair PL3

Pamela Woodall, City Secretary

*Minutes Approved
November 7, 2016*



Ovilla Park Board

AGENDA ITEM REPORT

Item: 1

Meeting Date: November 07, 2016

Department: Administration / Park

Discussion Action

Budgeted Expense: YES NO N/A

Presented By: Dennis Burn, City Manager

Estimated Expense: \$ TBD

Attachments:

1. Swank Agreement for movie & licensing
2. FunFlicks Agreement for equipment
3. Flyer

Agenda Item / Topic:

ITEM 1. DISCUSSION/ACTION - Consideration of and action on the preparation, organization and planning for the event, *Christmas in the Park*, and take action as necessary to direct staff.

Discussion / Justification:

During the October 03, Park Board Meeting, the Board approved the theme of *Christmas in the Park* for the December 03, 2016 event. This event will begin with the annual Christmas Tree Lighting, followed with a visit from Santa Claus. The movie, *Polar Express* was agreed upon as the event's chosen movie. Staff has secured the licensing and equipment for the movie, including a double popcorn order and a larger movie screen. A written notice of the event was placed on customers utility bills and will continue to be on the utility bills until the event. Chair Treadaway created a beautiful flyer for the Board's review. Staff has sent a proof to the printer.

Two individual signs have been used in the past and staff will be updating them for distribution throughout the City in the coming weeks:

1. Movie in the Park
2. Christmas Tree Lighting

If this combined inaugural event is successful, the Board could consider consolidating and creating Christmas in the Park signs for use in future years.

PL5 Zabochnik confirmed at the last meeting that the Service League will continue their tradition in serving hot chocolate.

Recommendation / Staff Comments:

Sample Motion(s):



10795 Watson Road • St. Louis, MO • 63127
Phone: 800-876-5445 • Fax: 314-966-3472

ORIGINAL INVOICE

Order Number: RG 1387883
Order Date: 10/18/16

Bill-To Customer: 0335356-001

Ship-To Customer: 0335356-001

Pamela Woodall
City Secretary
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, TX 75154

Pamela Woodall
City Secretary
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, TX 75154

Order: 1387883

Terms: DUE UPON RECEIPT

--Line--

#	Typ	Qty	Ship_Date	Product Description	Unit Price	Total Price
1	RT	1	11/28/16	THE POLAR EXPRESS Widescreen Blu-Ray Planned Usage From: 12/03/16 to 12/03/16	375.00	375.00

For further information, please contact
Meghan Kuryla
at 1-800-876-5577

* PAYMENT DUE before SHIP DATE *
* For Credit Card Payments, please call 800-876-5445. *

Item Subtotal: 375.00
Estimated Freight: 28.00
BALANCE DUE: \$403.00

Please remit payment to: 2844 Paysphere Circle, Chicago, Illinois 60674



Invoice

If printing and mailing your contract to us, please mail to:
 9600 Great Hills Trail, Suite 150W Austin, TX, 78759
 FAX: 888-891-0535

Billing Information

City of Ovilla
Pam Woodall
 105 S. Cockrell Hill Road
 Ovilla, TX 75154
Home Phone:
Cell Phone: (972) 617-7262
Office Phone:

Delivery Location

Ovilla Heritage Park
Pam Woodall
 665 W. Main Street
 Ovilla, TX 75154

Order No: 1767780
Order Date: 10/21/2016
Rep: Kenneth Schwausch

Screen Rental Date: 12/3/2016
Arrival Time: 4:00pm
Movie Start Time: 6:00pm
Movie End Time: 8:30pm

Delivery Method: Fully Hosted
Surface Type: Grass - Allow Stakes

Name	Qty	Total
33-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$899.00
All Projection, Sound & Cables	1	\$0.00
Popcorn Machine (\$69)	1	\$69.00
200 Servings of Popcorn (\$175)	1	\$175.00
Tip Your Tech for Great Service! (\$20-\$60 Is Average)	1	\$0.00
Weather Assurance Plan - All Days	1	\$0.00
Order subtotal		\$1,143.00
Discount		\$0.00
Surcharge*		\$117.17
Delivery		\$43.69
Staffing		\$0.00
Total		\$1,303.86
Amount Paid		\$661.57
Balance Due		\$642.29

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail)

Equipment Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. **By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.** Please read the following and feel free to call anytime with questions or concerns.

Deposits & Final Payments

DEPOSITS: An initial deposit in the amount of 50% of your rental total is required to confirm your event date along with a signed copy of this Rental Agreement. This deposit is non-refundable inside 29 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

FINAL PAYMENTS: Your equipment rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

Agree

CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds	
Cancellation Inside 14 Days from Event Date	No Refund or Must Pay 100% of Rental
Cancellations 15-29 Days from Event Date	Forfeit 50% of Rental Total
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

Agree

RESCHEDULING FEE POLICY

<p>We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.</p> <p>This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)</p>	
Rescheduling Inside 14 Days from Event Date	\$199 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your equipment rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly FunFlicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player
- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)

Screen Sizes and Projection Distances

12-foot screen: 11' Tall x 12' Wide x 4' Deep + Add 10' for Projector Table **(16:9 Widescreen) (9x5 Viewable area)**

18-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table **(4:3 Full Screen) (12x9 or 12x7 Viewable area)**

25-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table **(16:9 Wide Screen) (16x9 Viewable area)**

33-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table **(16:9 Wide Screen)**

(20x12 Viewable area)

38-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table(**16:9 Wide Screen**)

(25x16 Viewable area)

45-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table(**16:9 Wide Screen**)

(30x17 Viewable area)

60-foot screen: 34' Tall x 50' Wide x 10' Deep + Add 50' for Projector Table (**16:9 Wide Screen**) (**40x20 Viewable area**)

75-foot screen: 40' Tall x 65' Wide x 10' Deep + Add 75' for Projector Table (**16:9 Wide Screen**) (**52x26 Viewable area**)

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-75 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

PLEASE NOTE: If we offer a screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

EVENT DAY RESPONSIBILITIES

Agree **1. RENTAL PERIOD:** Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

Agree **2. EVENT DAY CONFIRMATION CALL:** You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your rental. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH).

Agree **3. FUNFLICKS HOST ARRIVAL:** Your FunFlicks Host will arrive at a time based on your Movie Start Time indicated at the top of this Rental Agreement. Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive early enough prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this Rental Agreement.

Agree **3. FUNFLICKS HOST RESPONSIBILITIES:** Fully hosted events are subject to host availability and are not guaranteed for screen sizes 18-ft and smaller. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about

anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

Agree **4. PARKING & UNLOADING:** Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.

Agree **5. SETUP & BREAKDOWN OF EQUIPMENT:** Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain however, we would ask that the customer move and/or cover equipment to protect it from water damage.

Agree **6. SCREEN LOCATION, SIZE & SURFACE TYPE:** You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 100+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

Agree **7. LIGHTING:** Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection, any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

Agree **8. ELECTRICAL REQUIREMENTS:** You must provide 3 standard 110volt/20amp electric outlets on separate circuits/breakers. We provide extension cords for distances up to 100-ft. For distance over 100-ft from screen setup location, you must provide 12 gauge extension cords to reach your electrical outlets. Screen location can be no farther than 300 ft from an electrical outlet since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 5000+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if customer provided generator will not power our equipment. Generators are available from us at an additional charge.

Agree **9. CUSTOMER PROVIDED MEDIA:** You are responsible for providing a commercial DVD or Blu-ray disc.

- a. We are not responsible for custom burned media that does not work in our equipment.
- b. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

Agree **10. NON-MOVIE EVENTS:** If you are using our equipment for something other than a movie, please note:

- a. **Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$99 charge as part of your reservation.

- b. **Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment needed to play. FunFlicks is providing the adapters needed to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are only available in some markets. Please verify what connectors/adapters are needed prior to your event date.
- c. **Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

Agree **11. CUSTOMER RESPONSIBILITY:** It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

Agree **We DO NOT cancel your event for weather related reasons until the day of your event.**

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 20+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment, the safety of our hosts and your guests. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

Agree **PROCEED/POSTPONE WEATHER OPTIONS:** It is agreed by both parties that www.weather.com (<http://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<http://www.weather.com/>) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan that comes with your rental (Weekday or Weekend). Please keep in mind that screens 18-ft screens & smaller are limited to Sun-Thu rescheduling unless you have purchased the weekend upgrade.

- 3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
- 4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with the Weather Assurance Plan that was provided with your equipment rental.

Agree **FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your equipment rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that was provided with your equipment rental. FOR 10', 12' AND 18' SCREENS, RESCHEDULE DATES ARE LIMITED TO SUNDAY-THURSDAY unless you purchased an upgrade to the weekend Weather Assurance Plan at the time you made your reservation. All other screen sizes will have a Weather Plan commensurate with the day of the week originally booked.**

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks Outdoor Movies of Texas its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful equipment rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This Rental Agreement, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this Rental Agreement. Any rescheduled event is subject to availability at the time of cancellation or postponement.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

**Signed online by 66.180.116.139 @
8:33am on 10/21/2016**

Signature

10/21/2016

Date

Pam Woodall
Printed Name

City of Ovilla
CHRISTMAS
in the
PARK

**MOVIE IN
THE PARK**

Big screen showing of
The Polar Express!
Bring blankets
and chairs!

**CHRISTMAS
TREE LIGHTING**

Join the mayor as he
lights the city's
Christmas tree!

**SATURDAY,
DECEMBER 3,
6:00 PM**

**HERITAGE PARK
IN OVILLA**

**PICTURES
WITH SANTA**

Take photos with
Santa under the
gazebo!

**FREE
REFRESHMENTS**

Hot chocolate
and popcorn!



Ovilla Park Board

AGENDA ITEM REPORT

Item: 2

Meeting Date: November 07, 2016

Department: Administration /Park

Discussion Action

Budgeted Expense: YES NO N/A

Presented By: Dennis Burn, City Manager

Estimated Expense: \$ 250

Attachments:	
1. Civicplus information	
Agenda Item / Topic:	
ITEM 2.	DISCUSSION/ACTION - Consideration of and action on Instagram and Facebook social media links to the City website by the Park Board.
Discussion / Justification:	
<p>In an effort to reach more of the community, the Park Board has voiced a desire to engage in social media through the City’s website. During the last Park Board meeting the consensus of the Board was to appoint Chair Treadaway as the Park Board’s representative for postings and notices. He has created an Instagram account.</p> <p>Staff has contacted the City’s website provider, inquiring on the cost associated with adding a social media link for the Park Board. Their suggestion was:</p> <ul style="list-style-type: none"> • Add the Instagram icon/link (\$250). The Park Board could pay for this from their miscellaneous expenditure line-item. • Create a “Park” page on the City website with links to a Park facebook account • Link the Park facebook account to the current facebook icon on our homepage. 	
Recommendation / Staff Comments:	
N/A	
Sample Motion(s):	
I move that the Board approve/deny the expense of an Instagram account linked to the City’s website and the creation of a Park Board page to include a Facebook link.	

Pam Woodall

From: Kayla Maldonado
Sent: Wednesday, October 26, 2016 9:01 AM
To: Pam Woodall
Subject: RE: Facebook/Instagram

I would suggest adding the Instagram icon, but not sure about the additional social media account. You could always create a page on the website with links to each facebook account and just have us link it to your facebook icon on the top of the homepage.

Kayla Maldonado, CivicPlus
Account Manager



Ovilla Park Board

AGENDA ITEM REPORT

Item: 3

Meeting Date: November 07, 2016

Department: Park

Discussion Action

Budgeted Expense: YES NO N/A

Presented By: Dennis Burn, City Manager

Estimated Expense: \$ N/A

Attachments:	
None	
Agenda Item / Topic:	
ITEM 3.	DISCUSSION/ACTION - Consideration of and action on requests from Board Members for future agenda items.
Discussion / Justification:	
This item has been added to the agenda for the Board members and or the City Manager to request items to be considered for discussion at future meetings. The Board President and the City Manager will coordinate efforts to place items on the agenda for the Board's consideration.	
Recommendation / Staff Comments:	
Sample Motion(s):	
<i>I move to include these topics as future agenda items:</i>	